

Revolucion Apartments Body Corporate 425966

Section C. (1) & C. (2) Body Corporate Rules

Please read this summary in conjunction with the full Body Corporate Rules which can be found at revolucionapartments.co.nz and the inserts below:

Residents Must:

1. Not use any balconies or patios for general storage of items.
2. Section B.1.1.U
Not store bicycles or motorcycles on patios, balconies, in units, under stairwars or in any other areas except as designated by the Body Corporate.

C. RULES THAT MAY BE AMENDED BY RESOLUTION OF THE BODY CORPORATE

1. Limitation on Use and Activities

- 1.1 A unit proprietor or occupier of any unit or any person under his control (including without limitation, tenants, agents and invitees) shall not:

Use

- (a) Use or permit his or her unit or any common property to be used for any purpose which is illegal or may be injurious to the reputation of the building or which may interfere with the peaceful enjoyment of any other unit by its proprietor or occupiers.

Noise

- (b) Make undue noise in or about any unit or common property.

Nuisance or Disturbance

- (c) Use the common property in such a manner as unreasonably to interfere with the use and enjoyment thereof by any other proprietors or occupiers and their families and visitors.
- (d) Use or permit the unit to be used in such a manner for such purposes as to cause nuisance, annoyance, disturbance, damage or injury to any occupier of any unit (whether unit proprietor or not) or the family of any such occupier.

Trespass

- (e) Obstruct or interfere with or disturb or trespass upon the rights of any proprietor or occupier of any unit.

Obstruction to Common Property

- (f) Do or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the entrances, lifts, exits, hallways, passages, stairs, balconies, common property or to the person lawfully using the same.

Falling Articles

- (g) Throw or allow to fall any paper, rubbish, refuse or any substance whatsoever from any window, balcony, door or any part of a unit or common property. Any damage or costs for cleaning or repairing caused by the breach hereof shall be borne by the proprietor or occupier of the unit concerned.

Laundry

- (h) Hang or display in such a way as to be visible from the street, from another unit or from any common property any washing, clothing, bedding or other articles.

Signs

- (i) Except with the consent of the Committee, paint, install, erect or allow the installation or erection for display or otherwise of any signs, advertisements, notices, posters, placards, hoardings, banners or like matter on any part of the exterior of the building or on any such consent may be given subject to such stipulation's and conditions as the Committee sees fit to impose but it shall not be unreasonably withheld.

Auctions

- (j) Hold any auction, sale or such activity in any part of the building or Common Property but the foregoing prohibition shall not preclude an auction sale of the Committee, such as approval not to be unreasonably withheld. Any such approval given by the Committee may impose such stipulations and conditions as it thinks fit.

Depositing of Rubbish

- (k) Deposit or throw away rubbish, dirt, dust or any other material anywhere except into bins or receptacles provided for this purpose and in accordance with the directions given by the Committee from time to time and shall ensure that any refuse is securely wrapped and, in the case of tins or other containers, completely drained of liquid.
- (l) Leave on common property or within sight of common property any rubbish bags.

Dangerous Substances

- (m) Use any chemicals, burning fluids or alcohol neither in lighting or heating the unit nor in any other way cause or increase a risk of fire or explosion in the unit.

Drains

- (n) Use for any purpose other than for which they were constructed, any water closet, convenience, drain or other water apparatus or put therein any sweepings, rubbish, rags or other unsuitable substance.

Wasting Water

- (o) Waste any water or fail to ensure that any water taps in the unit or common property are properly turned off after use.

Security

- (p) Do anything or allow anything to be done which might detract from endeavours to protect and keep safe the common areas, the car park areas and the units and any property contained therein from fire, theft or damage from any cause.

Damage to Common Property

- (q) Mark, paint, drive nails or screws or like into or otherwise damage or deface any structure that forms any part of the common property.

Blinds and Curtains

- (r) Affix or hang to external windows, blinds, drapes or curtains visible from outside each unit except with a backing of a white or cream colour.

1.2 Pets

Please see Residential Tenancy Agreement Appendix which states "No Pets".

1.3 Heavy Objects

A proprietor of a unit shall not bring into or permit to be brought into the unit or any building of which the unit forms part anything which does or is likely to impose or cause stress or strain which is likely to damage, weaken or cause any structural damage to or defect in the unit or the building.

1.4 Schemes

- (a) The Body Corporate may:
 - (i) establish, administer and enforce any schemes for the management, operation and control of rubbish disposal, security and alarm systems, fire fighting and evacuation procedures, air-conditioning and lifts;
 - (ii) make rules or regulations for the foregoing purposes.
- (b) Each proprietor shall comply with any such scheme, rules and regulations.

1.5 **Cleanliness**

- (a) A unit proprietor and persons under his control shall not deposit anything or throw any dust or beat any mat or carpet on or in or obstruct the use or enjoyment by other unit proprietors or occupiers of units or the common property.
- (b) A unit proprietor or persons under his control shall not throw or allow to fall or permit or suffer to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substances or liquids whatsoever in the lifts, out of the windows or doors or down the staircases, or off balconies, or in the foyer, from the roof or in the common property in the building. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the unit proprietor or occupier of the unit concerned.
- (c) All units shall be kept clean and maintained in a manner appropriate to high quality residential and retail accommodation as the case may be. All practicable steps shall be taken to prevent infestation by vermin and/or insects.

1.6 **Smoking**

Smoking shall be prohibited on all decks, patios and any other external area forming part of a unit and on or in accessory units (including car parks) and on or in all common property.

1.7 **Consumption of Alcohol**

Consumption of alcohol and the carrying of open alcohol bottles or containers on or in common property shall be prohibited at all times.

2. **Bylaws**

- 2.1 The Body Corporate or the Committee may make such bylaws as it shall deem necessary or desirable from time to time in relation to the use, cleanliness, security and proper administration of the units and the common property and the conduct of the unit proprietors and occupiers of the units and their invitees. Unit proprietors shall at all times observe and comply with such bylaws and shall ensure observance and compliance by the occupiers of the units and their invitees.



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