

# **Kate Sheppard Apartments**

## **Body Corporate Rules**

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Body Corporate Number 323230



**TABLE OF CONTENTS**

PARTIES .....1

1 INTERPRETATION AND DEFINITIONS.....1

2 COMPLIANCE WITH LAWS .....3

3 USE OF UNITS AND COMMON PROPERTY .....3

4 CAR PARKING .....4

5 OBSTRUCTION.....4

6 WINDOWS .....4

7 CLEANLINESS .....4

8 NO DANGEROUS SUBSTANCES.....4

9 EMERGENCY CONTACT .....5

10 FIRE DRILLS AND EVACUATION PROCEDURES .....5

11 NOTICE OF ACCIDENTS, DEFECTS ETC .....5

12 HEATING, VENTILATION AND SECURITY .....5

13 NOISE .....5

14 EXTERIOR COLOUR SCHEME .....5

15 AERIALS, SATELLITE DISHES AND ANTENNAS .....6

16 SIGNS AND NOTICES.....6

17 STRUCTURAL WORKS AND CONTRACTORS .....6

18 BALCONIES .....6

19 PAYMENT OF CONTRIBUTIONS .....7

20 FLOOR COVERINGS .....7

21 LIABILITY FOR DAMAGE .....7

22 WASHING.....7

23 ANIMALS AND BIRDS.....7

24 USE OF WATER SERVICES AND KEEPING DRAINS CLEAR .....8

25 SECURITY .....8

26 MAINTENANCE AND SERVICING OF PLANT.....9

**Body Corporate Rules**

27 MANAGEMENT .....9

28 EMPLOYMENT OF A MANAGER .....9

29 DISPUTE RESOLUTION .....10

Date:

## **PARTIES**

Body Corporate Number 323230

### **1 INTERPRETATION AND DEFINITIONS**

- 1.1 In these Rules terms defined in the Unit Titles Act 2010 ("Act") have the same meaning in these Rules as they have in the Act, and the following interpretations and definitions apply:

*The Act* means the Unit Titles Act 2010 together with all subsequent amendments or revisions and where the context permits extends to the Regulations of the Act.

*Accessory Unit* has the meaning ascribed in section 5 of the Act;

*The Body Corporate* means Body Corporate No. 323230 (Wellington Land registry);

*The Committee* means the Body Corporate committee established by The Body Corporate under section 112 of The Act;

*Common Property* has the meaning ascribed in section 5 of the Act and is that common property otherwise described on Unit Plan 323230 whether substituted or amended by reduction or expansion from time to time;

*House Rules* means those separate housekeeping rules in force from time to time promulgated by the Committee and approved by the Body Corporate governing the conduct and use of Units for the better behaviour of Occupiers.

*Improvements* means any facilities or amenities including any other such improvements whether situated on Common Property or which forms part of a Unit or separate title where Owners and Occupiers have rights of use;

*Manager* means the person or firm engaged for the time being to manage the Property on behalf of the Body Corporate and such management may include:

- (a) Management of the Apartments under any Management, pooling, or other arrangement associated with the Apartments;
- (b) Management of the Common Property.

*Occupiers* shall be deemed to include Owners whether or not occupying as Apartment Unit Owners and their respective tenants, licensees, invitees or guests;

*Owners* has the meaning ascribed in section 5 of the Act and for the purposes of those Rules includes Occupiers of a Unit unless the context provides otherwise;

*Unit* has ascribed the meaning in the Act and otherwise means a principal unit on the Unit Plan and:-

- (a) unless the context otherwise requires, includes all Accessory Units attached to that Unit (if any);
- (b) in relation to any Owner or occupier means the Unit owned or occupied by that Owner or Occupier;

*Unit Plan* means Deposited Plan number 323230;

*Unit Titles Regulations* means the Unit Titles Regulations 2011 and any other Regulations promulgated under the Act and any subsequent amendments or revisions to such Regulations.

1.2 In these Rules, unless the context provides otherwise:

- (a) Words importing the singular number shall include the plural, and words importing any gender shall be deemed to include the other gender;
- (b) Any provision of these Rules to be performed by two or more persons shall bind those persons jointly and severally;
- (c) Headings and marginal notations in these Rules have been inserted for convenience only and shall not in any way limit or govern the construction of the terms of these rules;
- (d) Where any consent or approval is required pursuant to any provision of these Rules such consent or approval shall not arbitrarily or unreasonably be withheld or delayed unless expressly stated otherwise and such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion;
- (e) All provisions contained in these Rules shall be construed so as not to be invalid, illegal or unenforceable in any respect but if any such provision is invalid, illegal or unenforceable that provision may at the option of the Body Corporate be construed to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation of a partial character. In the event that any such provision or part thereof cannot be so construed:
  - (i) such provision shall be deemed to be void and severable and the remaining provisions in these Rules shall not in any way be affected or impaired thereby;
  - (ii) the operation of such provision shall be suspended until such time as it is intra vires and enforceable; and
  - (iii) for the sake of clarity where any Rule conflicts with the Act and/or its Regulations the latter shall prevail.

- (f) Reference in these Rules to “GST” means Goods and Services Tax or any imposed tax imposed pursuant to the provisions of the Goods and Services Tax Act 1985 and known as Goods and Services Tax;
- (g) These Rules are governed by and shall be construed in accordance with the laws of New Zealand;
- (h) Writing shall include words visibly or electronically represented or reproduced;
- (i) Any reference in these Rules to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute;
- (j) These Rules are binding on all Owners and Occupiers of Units including mortgagees where the context permits.

## 2 COMPLIANCE WITH LAWS

The Body Corporate, Owners and Occupiers will comply with the Act and its Regulations and with these Rules and any House Rules approved by the Body Corporate from time to time, with the Body Corporate having all those powers and duties set out in section 84 of the Act and Owners abiding by the responsibilities set out in section 80 of the Act and as listed to these Rules as Schedule 1.

## 3 USE OF UNITS AND COMMON PROPERTY

Owners and Occupiers shall:

- 3.1 Only use or permit the Unit to be used for residential (whether for rental or otherwise) or such other usage as has been approved by the Body Corporate;
- 3.2 Not damage or deface any part of the Common Property including marking or painting, driving nails, or screws or the like, without the prior approval in writing of the Committee.
- 3.3 Not drive, operate or use any vehicle or machinery on the Common Property of such a size and weight that is likely to cause damage to the Common Property, and any such damage caused or contributed to shall be paid for by the Owner responsible.
- 3.4 Not use any facilities, assets or Improvements that form part of the Common Property for any use other than the use for which the facilities, assets or improvements were designed or constructed, and must comply with any conditions of use of those facilities, assets or Improvements that are set by the Body Corporate as the case may be from time to time.
- 3.5 When using the Unit decks, Common Property be adequately clothed and not use language or behave in a manner likely to cause offence or embarrassment to another Owner or to any person lawfully using the Common Property.
- 3.6 Not use or permit a Unit to be used for any purpose which is illegal or which may be injurious to the reputation of the Property;

- 3.7 Not allow any fire or incinerator, barbecue, fish smoker or like appliances of whatever kind to be ignited in or upon the Unit or the Common Property unless in accordance with such directions as may be given by the Manager or Committee from time to time;
- 3.8 Not allow any rubbish or litter to accumulate on or in any Unit or on the Common Property, nor dispose of refuse or waste anywhere except into bins or receptacles for removal either on the usual days by the territorial authority or by independent contractors required to do so by the Body Corporate.
- 3.9 Not permit or cause any smells or cooking emissions or odours to permeate into other Units.

#### **4 CAR PARKING**

All car parking areas adjacent to Units and within the Common Property shall be kept tidy and free of all litter and shall not be used for storage of any kind. No maintenance or repair work other than minor maintenance work shall be carried out on any motor vehicle located thereon. For the purposes of this Rule and Rule 5 car parking and reference to "vehicles" is deemed to include the parking of trailers and boats or vessels of any kind and quad bikes and motor cycles.

#### **5 OBSTRUCTION**

The drives, paths and other accessways on the Property (including without limitation lifts, stairways, corridors), and any easement giving access to the Property shall not be obstructed by any of the Owners or Occupiers or used by them for any purpose other than for the reasonable ingress, and egress, to and from their respective Units and no Owner or Occupier of a Unit shall park, or stand, or permit to be parked, or stood upon Common Property, any vehicle except with the consent in writing of the Manager and where carpark areas are designated within the Common Property. An Owner or Occupier of a Unit shall not obstruct, nor deposit, nor throw anything on any drive or path or common accessway nor damage or dirty any part.

#### **6 WINDOWS**

Owners shall during their occupancy keep clean the interior of all windows and pay all costs incurred to replace any window, shutter, awning or door which is broken, cracked or otherwise damaged caused by them or their tenant during their occupancy with new glass or materials of the same pattern and quality and otherwise ensure that windows and window frames, shutters, awnings or external doors remain watertight and weather proof at all times.

#### **7 CLEANLINESS**

Owners or Occupiers of any Unit 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 out of the windows or doors. Any damage or costs for cleaning or repairs caused by breach shall be borne by the Owner of the Unit concerned.

#### **8 NO DANGEROUS SUBSTANCES**

Owners or Occupiers of any Unit shall not bring to, do or keep anything in a Unit which shall increase the rate of fire insurance on the Units or any other improvements on the Property and otherwise shall not use or store upon the Unit or upon the Common Property, except with the approval in writing of the Committee any inflammable chemical

liquid or gas or other inflammable material other than a reasonable quantity of liquids, gases or other materials used or intended to be used for domestic purposes or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or other internal combustion engine.

## **9 EMERGENCY CONTACT**

9.1 Owners that tenant, lease or licence any Unit shall advise the Manager of the private address and telephone number of the occupier, or if the Occupier is a corporation then of the director or other responsible person employed by the Occupier, and shall keep the Body Corporate promptly informed of any change of such person or his or her address or telephone number.

9.2 Where such Owner is absent from New Zealand for longer than three consecutive weeks that Owner must appoint an agent (who may be the Manager) and advise the Manager the agent's name, address for service and contact details.

## **10 FIRE DRILLS AND EVACUATION PROCEDURES**

The Body Corporate shall have the right to require the Owner or Occupier of any Unit to perform, from time to time, fire evacuation drills and observe all necessary and proper emergency evacuation procedures and the Owner or Occupier and persons under the control of the Owner or Occupier shall fully co-operate with the Body Corporate whether under the direction of the Manager or otherwise in observing and performing such procedures.

## **11 NOTICE OF ACCIDENTS, DEFECTS ETC**

Owners and Occupiers of any Unit on becoming aware of any defect, damage or defilement to any Unit or other Improvements on the Property including security or any of the Units supply services, shall immediately notify the Manager who shall have authority by its agents or contractors in the circumstances, having regard to the urgency involved, to examine or make such repairs or renovations as may be deemed necessary for the safety and preservation of the Units or other Improvements as often as may be necessary.

## **12 HEATING, VENTILATION AND SECURITY**

Owners and Occupiers of any Unit shall comply at all times with the operating instructions in respect of any heating, ventilation or security equipment installed in Units or on the Common Property.

## **13 NOISE**

Owners or Occupiers of any Unit shall not cause a nuisance or disturbance or make any undue noise in or about the Unit or the Common Property at any time of the day or night in such a manner as to disturb, irritate, or annoy any occupant in any other Unit. Further and for the avoidance of any doubt owners or occupiers of any unit will not play any musical instrument or any mechanical device of any kind in such a manner that it is audible outside their unit between the hours of 10pm and 8am.

## **14 EXTERIOR COLOUR SCHEME**

14.1 The Body Corporate may settle and approve schemes for the exterior colour of the Units and any other Improvements on the Property, provided however that should no



agreement be reached by the Owners of the Body Corporate then the existing colour schemes shall continue to be used.

- 14.2 An Owner or Occupier of a Unit shall make no alterations to the colour scheme or appearance of the exterior of the Unit without first obtaining the written consent of the Committee.

## 15 **AERIALS, SATELLITE DISHES AND ANTENNAS**

An Owner or Occupier of a Unit must not erect, fix or place any aerial, satellite dish, antenna or similar device on or to the exterior of a Unit or on or to Common Property without the prior written consent of the Committee. The consent of the Committee may be withheld, varied or revoked if the rights of another Owner or Occupier are adversely affected by the exterior aerial, satellite dish, antenna or similar device.

## 16 **SIGNS AND NOTICES**

An Owner or Occupier of a Unit must not, without the prior written consent of the Committee erect, fix, paint or place any signs or notices on or to any part of the Common Property, or on or to any external part of a Unit.

## 17 **STRUCTURAL WORKS AND CONTRACTORS**

17.1 Whenever an Owner requires any structural works to be carried out whether as the result of deferred maintenance, additions or alterations to their Unit they must obtain prior written approval from the Committee. For the purposes of this Rule reference to "structural works" includes both exterior and interior work and extends to replacement of benches and fittings of a material type which will not breach the requirement of clause 17.3.

17.2 An Owner of a Unit who carries out any repair, maintenance, additions, alterations or other such work on a Unit must comply with clause 17.4 and otherwise ensure that competent and experienced contractors are engaged and if required by the Committee the Manager shall have the role of supervision over work performed. In addition any work carried out by the Owner shall cause minimum inconvenience to all other Owners and Occupiers and Owners shall ensure that such work is carried out in a proper workmanlike manner and observe any tolerance controls put in place from time to time by the Committee.

17.3 Any structural work carried out must not compromise the quality, style and material existing prior to any work undertaken in order to maintain the quality standard of Units within the Property.

17.4 The Owners of Units shall not directly instruct any contractors or workmen employed by the Body Corporate, Committee or the Manager, unless authorised by the Manager or the Chairperson of the Committee.

## 18 **BALCONIES**

An Owner or Occupier of a Unit having a balcony area, shall only use the balcony for recreational use directly associated with the residential use of the Unit, and shall not allow any person to create any annoyance or nuisance to any other occupiers of the Building and further shall not permit or allow installation or construction of any

improvement, structure, aerial or communication device or any clothesline upon the balcony without the prior written approval of the Committee.

## 19 PAYMENT OF CONTRIBUTIONS

19.1 Each Owner of a Unit shall pay to the Body Corporate by monthly instalments in advance or otherwise as the Body Corporate may require, the amount of any contributions levied against the Unit Owner pursuant to:

- Section 121 – Contributions to be levied on Owners;
- 124 – Recovery of levy;
- 125 – Recovery of metered charges;
- 126 – Recovery of money expended for repairs and other work;
- 127 – Recovery of money expended where person in default;
- 128 – Interest on money owing to the body corporate; and
- 138 – Body corporate duties of repair and maintenance.

19.2 The interest payable on overdue contributions which are more than 30 calendar days in arrears (or such other period of grace as the Committee may determine from time to time) as detailed in section 128 of the Act shall be 10%, or any lesser amount that the Body Corporate may determine from time to time at a General Meeting.

## 20 FLOOR COVERINGS

An Owner of a Unit must ensure that all floor space in the unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the Unit that is likely to disturb the quiet enjoyment that could otherwise be expected by the Owner or Occupier of another Unit.

## 21 LIABILITY FOR DAMAGE

21.1 An Owner or Occupier of a Unit shall be liable for the cost of carrying out repairs or replacement work necessary to remedy all damage not covered by the Body Corporate insurance policy where the Owner, or Occupier or persons under their control, wilfully or intentionally causes damage to any property including but not limited to any Common Property or any other Owner's Unit.

21.2 Where the cost of any damage is covered by the Body Corporate's insurance policy, and results in the Body Corporate incurring the cost of the excess specified within the policy, the Owner or Occupier responsible for the damage shall be liable to pay the insurance excess payment.

## 22 WASHING

An Owner or Occupier of a Unit shall not hang any clothes, bedding, washing, towels or other articles on or near the windows of a Unit, or on a balcony or in or about the Common Property.

## 23 ANIMALS AND BIRDS

23.1 No animals, fish, insects, birds or reptiles shall be brought into or kept in any Unit or the Common Property without the prior written consent of the Committee. Consent of the

Committee and may be revoked upon written notice if the rights or interests of any other owners are adversely affected by any animal, fish, insect, bird or reptile.

- 23.2 Notwithstanding Rule 23.1 any Owner or Occupier of a Unit who relies on a guide, hearing, or assistance dog may bring or keep such a dog in a Unit and may bring such dog onto the Common Property.
- 23.3 An Owner of any animal, fish, insect, bird or reptile permitted under Rule 23.1 or of any permit under Rule 23.2 must ensure that any part of a Unit or the Common Property that is spoiled or damaged by that animal, fish, insect, bird or reptile is promptly cleaned or repaired at the cost of that Owner.

## 24 **USE OF WATER SERVICES AND KEEPING DRAINS CLEAR**

- 24.1 All things required for the provision of water supply, drainage, wastewater and sewage services to Units or Common Property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, insinkerators or other waste disposal systems, washing machines and dishwashers must only be used for the purpose for which they were designed and constructed. If any Owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence that Owner shall pay for such damage, loss and administration and legal costs reasonably incurred.
- 24.2 An Owner or Occupier shall not waste water unnecessarily and shall ensure that all taps in the Unit are turned off after use.
- 24.3 An Owner shall ensure that any tap, bath, shower, toilet, or other device that is connected to the water supply to the Property and which is leaking, is repaired expeditiously. If an Owner does not effect such repairs, the Committee or the Manager may issue a written notice to the Owner requiring that such repairs be carried out. If the fault or faults specified in the notice have not been remedied within 48 hours of the giving of such notice, the Manager or any other person authorised by the Committee for that purpose may enter upon the Unit in question to remedy such default at the cost in all things of the Owner.
- 24.4 In the event that water or sewage is leaking from one Unit to any part of the Property, or there are reasonable grounds for believing this to be the case, and it is not practicable (whether by reason of the Owner or Occupier's absence from the Property or because of the urgency of the situation or otherwise) to give the period of notice referred to in Rule 24.3 then the Manager or any other person authorised by the Committee for that purpose may enter the Unit in question to undertake such repair or other work as may be necessary at the cost in all things to the Owner.

## 25 **SECURITY**

- 25.1 An Owner or Occupier of any Unit shall not do any act or thing or fail to do any act or thing or allow any persons under their control to do any act or thing which would detract from endeavours to protect and keep safe the Common Property, the car park areas and the Units and any property contained therein from fire, theft or damage from any cause of whatever kind

- 25.2 An Owner or Occupier of a Unit shall turn off all lights, heat pumps, televisions and all other appliances and shall securely fasten all external doors to the Common Property and all doors and windows to their Unit on all occasions when the Unit is left unoccupied and the Manager or any person appointed for that purpose by the Committee shall have the right to enter and fasten the same if left insecurely fastened where this is necessary to prevent damage to any part of the Property or to preserve the security of the Property.
- 25.3 Given the importance of facilitating access where necessary by the Fire Service and other rescue related services, an Owner or Occupier of a Unit shall not change the lock or keys to that Unit except with the consent of the Committee and in accordance with reasonable directions of the Manager.

## 26 MAINTENANCE AND SERVICING OF PLANT

The Manager at the cost of Owners shall provide and regularly service any extraction fan or system or heat pump systems within Units.

## 27 MANAGEMENT

- 27.1 The Committee shall, unless otherwise determined at a General Meeting of the Body Corporate, comprise six members (or such lesser or greater number decided upon by the Body Corporate at a General Meeting from time to time) all being Owners. The Committee shall resolve how to conduct its business at meetings but always consistent with the Act and Regulations of the Act and however directed by the Body Corporate at General Meetings.
- 27.2 Committee members in the conducting of any discussion or in voting shall declare any conflict of interest at the earliest possible time and at the discretion of the Chairperson (or Chairperson's alternate if the Chairperson is conflicted) remove themselves from the meeting or abstain from voting.
- 27.3 In order to facilitate the orderly functioning of the Body Corporate and the Committee, requests for consideration of any particular matter by the Committee should be submitted in writing at least 7 calendar days before Committee meetings in the first instance, to the Committee Chairperson or the Manager.
- 27.4 Requests for consideration of any particular matter at a General Meeting of the Body Corporate shall be directed, in writing at least 14 calendar days before any General Meeting to the Chairperson of the Body Corporate or the Manager.

## 28 EMPLOYMENT OF A MANAGER

- 28.1 A Manager (who may or may not be a Unit Owner) may be appointed by the Body Corporate from time to time, for such term and upon such conditions as the Body Corporate may approve which conditions may include a right to terminate for non-performance.
- 28.2 Separate to those contract services performed by the Manager the Body Corporate shall engage a Body Corporate Secretary who may also be the Manager to fulfil the roles of administration required by the Body Corporate to ensure fulfilment of duties arising

under the Act such as preparing agendas, minutes of meetings and ensuring section 147(3) certificates are processed promptly and to carry out whatever other functions are necessary such as signing on behalf of the Body Corporate if lawfully authorised.

- 28.3 It is accepted that neither the Manager nor the Body Corporate Secretary shall be delegated any of the duties and powers of the Body Corporate or the Committee with their respective roles being limited at all times to carrying out administration and management functions under a contract of services, with the Body Corporate and/or the Committee retaining the primary responsibility to see fulfilled the duties and powers of each of them arising under the Act and its Regulations.

## 29 **DISPUTE RESOLUTION**

- 29.1 Each Unit Owner or Occupier and members of the Committee shall use their best endeavours to avoid disputes, and shall at all times act in a manner which promotes harmony and cooperation among members of the Body Corporate and among the occupants of the Units. Each of them will actively, openly and in good faith discuss any dispute or difference arising out of and from these Rules or the provisions of the Act, with a view to a speedy resolution.
- 29.2 In respect of disputes between Unit Owners or Occupiers that are not able to be resolved in accordance with the principles of Rule 29.1, these shall initially be referred to the Committee, and any party to the dispute may make such a referral. Any Committee member having an interest in the dispute or associated with a party to the dispute shall be disqualified from participation in the referral. The Committee shall have power, after having heard the parties to the dispute, to rule upon and resolve the dispute, and provided that all parties to the dispute accept this ruling, the Committee's decision shall be final and binding on all parties to the dispute. Should any party to the dispute, not accept or not comply with the Committee's ruling, then any party to the dispute may refer it for resolution in accordance with the Dispute Resolution procedures detailed in Sections 171-176 of the Act.
- 29.3 In respect of disputes between the Committee on the one hand and a Unit Owner or Occupier on the other, or between the Body Corporate on the one hand and a Unit Owner or Occupier on the other, if such disputes cannot be resolved by reference to these Rules or to the provisions of the Act, then the dispute shall be referred to the appropriate Tribunal or Court for resolution in accordance with the Dispute Resolution procedures detailed in Sections 171-176 of the Act.

## SCHEDULE 1

(See below section 80 of the Unit Titles Act 2010 setting out Owners' statutory obligations with headings provided for ease of understanding)

### ***Right of entry by Body Corporate or its agents***

- (1) An owner of a principal unit –
- (a) must permit the Body Corporate (or its agents) to enter the unit at any time in an emergency and at all reasonable hours, and after giving reasonable notice, for any of the following purposes:
    - (i) to view the condition of the unit for the purpose of ascertaining compliance with the principal unit owners' or occupiers' obligations under this Act:
    - (ii) to maintain, repair, or renew any infrastructure for services and utilities that serve more than 1 unit and any building elements that affect more than 1 unit or the common property, or both:
    - (iii) to maintain, repair, or renew any common property:
    - (iv) to ensure the Body Corporate operational rules are being complied with:
  - (b) ***Abide by decisions of Body Corporate. Subject to minority relief under section 210 or right to object if designated resolution under sections 212-216***

Must do all things necessary to give effect to decisions of the Body Corporate:
  - (c) ***Consult with your mortgagee if your mortgage says so when voting***

Must consult with his or her mortgagee, if required to do so, before exercising a vote under section 97 or 98:
  - (d) ***Comply with all laws regarding use***

Must comply with all laws and legal requirements relating to the use, occupation, or enjoyment of the unit:
  - (e) ***Must carry out any work authorised by territorial authority or public body***

Must carry out, without delay, all work that may be ordered by a territorial authority or public body in respect of the unit to the satisfaction of that authority or body:
  - (f) ***Must pay rates etc and body corporate levies***

Must pay all rates, taxes, charges, body corporate levies, and other outgoings that are from time to time payable in respect of the unit:

(g) ***Must repair and maintain unit and avoid damage or harm to common property or other Units***

Must repair and maintain the unit and keep it in good order to ensure that no damage or harm, whether physical, economic, or otherwise, is, or has the potential to be, caused to the common property, any building element, any infrastructure, or any other unit in the building:

(h) ***Any additions or structural alterations to be notified to body corporate before work commences***

Must notify the body corporate of his or her intention to carry out any additions or structural alterations before the commencement of any work:

(i) ***Require Body Corporate consent if work to be carried out will materially affect other units or common property***

Must not make any additions or structural alterations to the unit that materially affect any other unit or the common property without the written consent of the body corporate:

(j) ***Must comply with body corporate Rules***

Must comply with the body corporate operational rules:

(k) ***Must not breach body corporate insurance policies***

Must not do anything that breaches or in any way undermines any policy of insurance in the name of the body corporate.