

SCHEDULE OF AMENDMENTS

BODY CORPORATE NUMBER 314067

(Wellington Registry)

Rule 14a of the Body Corporate Rules which provides:

14 Rules relating to use

An owner or occupier of any unit shall not:

- a use or permit the unit to be used for any purpose other than for residential use without the prior written consent of the body corporate, which consent may at any time be revoked or varied by the body corporate, provided that the power of revocation or variation shall not be unreasonably or arbitrarily exercised. If the principal use or occupation of a unit is for residential purposes the use of a room or rooms for a business purpose from time to time shall not be deemed a breach of this rule provided that such use does not adversely affect the residential character or use of the Galleria Complex. Any such decision of the body corporate committee shall be final and binding;

is revoked and replaced with the following:

14 Rules relating to use

An owner or occupier of any unit shall not:

- a(i) use or permit the unit to be used for any use other than a residential use. If the principal use or occupation of a unit is for residential purposes the use of a room or rooms for a business use (other than a use of the type referred to in Rule 14a(ii)) from time to time in conjunction with the residential use shall not be deemed to be a breach of this rule provided that such use does not adversely affect the residential character or use of the unit title development or otherwise breach the requirements of the Act, these operational rules or any other legal requirement.
- a(ii) For the purposes of Rule 14a(i) a 'residential use' excludes (except in the case of the occupation of the unit by the unit owner, or by a member or members of the unit owner's family, and personal friends known to the owner on a non-commercial basis), the use of a unit to provide temporary or transient accommodation (such as would be provided by a motel, hotel or holiday apartment being accommodation that is ordinarily provided for in periods of less than 21 days at a time).

In all other respects, the Body Corporate Rules remain the same.

BODY CORPORATE NUMBER 314067

(Wellington Registry)

The Operational Rules contained in the First Schedule of the Unit Titles Regulations 2011 are revoked and replaced with the following:

Preliminary

- 1** In these rules references to the Act are to the Unit Titles Act 2010 and include where applicable the Unit Titles Regulations 2011 ('Regulations').
- 2** Words defined in the Act or Regulations have the same meaning when used in these rules unless the context requires otherwise.
- 3** If any rule shall be invalid or unenforceable for any reason the invalid rule to the extent of the invalidity shall be severed from these rules without affecting the validity or enforceability of any other rule or the balance of the particular rule.
- 4** In these rules any reference to a 'unit' includes the relevant principal unit and any associated accessory unit.
- 5** In these rules where the doing of any act or thing is stated to require the consent of the body corporate committee if at any time there is no body corporate committee or the body corporate committee is not empowered to provide the consent or the body corporate has directed otherwise the consent of the body corporate shall be required instead.
- 6** Headings to rules appear for ease of reference only and shall not affect their meaning or interpretation.
- 7** In any case where any rule is inconsistent (whether as at the date of adoption of these rules or in the future) with the provisions of the Act, the provisions of the Act shall prevail to the extent of the inconsistency.

Responsibility of unit owners

- 8** In addition to the responsibilities of the owner set out in the Act and for the purposes of the control, management, administration, use and enjoyment of the units and the common property and the regulation of the body corporate, the owner of a principal unit and, without limiting the liability of the owner, the occupier of the principal unit shall:
 - a** permit the body corporate (or its agents) at all reasonable hours (except in a case of an emergency when entry can be at any time) to enter into and upon the unit for any of the following purposes:
 - i** any of the purposes in section 80(1) of the Act or in any other circumstance where entry is permitted under the Act;
 - ii** without prejudice to any other rights, powers and remedies of the body corporate (in the case of default by an owner or occupier of a unit) for the purposes of maintaining any garden or grounds pursuant to rule 8(c).

- iii cleaning the exterior of the building where this is the responsibility of the body corporate;
- iv investigating the cause of or deactivating any security alarm sounding in the unit;
- v dealing with any emergency affecting the health and safety of unit owners or occupiers or which is resulting in or likely to result in damage to any of the units or the common property and taking such reasonable actions as may be necessary to prevent any damage or further damage to other units or the common property;

where any breach of these rules by the owner or occupier of the unit results in (or could result in) damage to any other unit or the common property and the unit owner on receiving notice of the breach has failed within a reasonable time to remedy the same for the purposes of allowing the body corporate to take such action as may be required to prevent such damage or prevent any further damage occurring.

- b without prejudice to the unit owner's responsibilities under section 80(1)(g) of the Act (which section sets out a unit owner's maintenance and repair obligations in respect of the unit owner's unit) the unit owner and occupier of the unit shall keep and maintain the interior and the exterior of the unit in a neat and tidy condition where visible from outside the unit;
- c maintain any garden or grounds forming part of the unit in a neat and tidy condition, free from noxious weeds and keep any grass well mown and shrubs, trees, plants or vines trimmed so they do not cause a nuisance to adjoining unit owners or occupiers;
- d except to the extent the same is the responsibility of the body corporate under the Act keep and maintain in good order, repair and condition any fence on any boundary between the owner's unit and any adjoining unit or units or between a unit and any common property (the cost being shared by the relevant owners (and the body corporate where the fence is on the boundary between a unit and the common property) except where the act or omission of the unit owner or the act of omission of any occupier of the unit has caused or contributed to this requirement), and (except as provided in this rule) keep the body corporate indemnified against any costs, claims or demands in respect thereof, whether under the Fencing Act 1978 or any other statute or rule of law, by law, ordinance or these rules;
- e not erect any fence without first obtaining the consent in writing of the body corporate to the type of fence to be erected, nor paint or stain any fence without first obtaining the consent in writing of the body corporate to the colour to be used nor without the consent in writing of the body corporate remove any fence;
- f make no alteration to the colour scheme or appearance of the exterior of the unit without first obtaining the consent in writing of the body corporate and not to permit any advertising or signs on any exterior wall, windows or doors of the unit. An owner or occupier shall be entitled to note their name on or adjacent to the front door or the gate onto the common property in letters up to 2cm high;
- g make no alteration to any paved or sealed areas without first obtaining the consent in writing of the body corporate which consent shall not be unreasonably withheld;

- h observe and comply and procure the observance and compliance by the owners' visitors, agents, contractors, employees, tenants and other occupiers of the owner's unit with the Act and these rules;
- i not allow rubbish, packaging or other items which may be unsightly and visible from other units or the common property to be stored on any deck or yard;
- j when granting a lease or tenancy or other right of occupation of the owner's unit in favour of some person other than the owner's immediate family:
 - i notify the body corporate committee or the body corporate manager (if any) of the name of such person; and
 - ii ensure that such person has received and perused a copy of these rules and ensure that the tenancy agreement sets out a statement of these rules; and
 - iii cause such person to enter into a written agreement on a form as recommended or approved by the body corporate confirming that such person will abide by the body corporate's operational rules from time to time in force and not create any undue nuisance to the owner or occupier of any other unit or to the use and enjoyment of any other unit or of the common property.

Incidental powers and duties of body corporate

9 In addition to the powers and duties of the body corporate in the Act, the body corporate shall have the powers and duties in rule 10 and rule 11 of these rules (incidental to the powers and duties imposed on the body corporate by the Act) in respect of the control, management, administration, use or enjoyment of the units and the common property, and otherwise for the regulation of the body corporate.

10 The body corporate shall:

- a paint and redecorate the exterior of all units and all of the common property from time to time if the condition so requires;
- b in addition to any insurance the body corporate is required to take out under the Act or to the extent the same are not covered by that insurance, the body corporate shall insure all window glass and doors in exterior walls of each unit and shall make claims on this insurance when required to do so by any unit owner but may make a charge for making any claim;
- c decorate and refurbish the common areas and pay for such services and items as the body corporate shall consider appropriate in respect of the common areas;
- d pay such income tax or GST as may be payable by the body corporate and prepare and file tax returns accordingly.

11 The body corporate may:

- a enter into any agreement with an owner, or an occupier of a unit, for the provision of amenities or services by it to the unit or to the owner or occupier, or for the provision of amenities or services by an owner or occupier to the body corporate or another owner or occupier of a unit relating to the use and enjoyment of the unit or the common property as the case may be;

- b subject to section 56(1) of the Act (which requires any lease or licence over the common property to be approved by special resolution of the body corporate), grant to an owner or to anyone claiming through the owner any special privilege (not being a lease) in respect of the enjoyment of part or parts of the common property provided that any such grant shall be determinable by ordinary resolution of the body corporate, (without compensation unless the body corporate decides otherwise) provided that any such grant shall not be inconsistent or conflict with any lease, licence or easement affecting any part of the common property granted by the body corporate in accordance with the Act;
- c subject to compliance with regulation 17 of the Regulations (if applicable) enter into any agreement with a management company or professional manager or managers in these rules referred to as 'a body corporate manager' for the carrying out of services in respect of the management, administration and operation of the body corporate, the common property and any building elements or infrastructure for which the body corporate is liable at such remuneration and upon such terms and conditions as shall be approved by the body corporate. Without limiting the generality of the foregoing, the services to be provided by the body corporate manager may extend to secretarial and/or building and/or common property management and maintenance services as approved from time to time by the body corporate or the body corporate committee and except as provided to the contrary in the Act, the body corporate manager is deemed to be the agent of the body corporate for the purposes of the control, management and administration of the units, the common property, infrastructure and building elements, and the regulation and operation of the body corporate. Secretarial functions carried out by the body corporate manager shall be as determined by the body corporate or the body corporate committee from time to time. Subject to the terms of the agreement with the relevant body corporate manager, a body corporate manager may be removed by the body corporate either at a subsequent general meeting or at an extraordinary general meeting called for that purpose;
- d settle and approve schemes for the exterior colour and landscaping of the units and for signs to be erected or painted on the units or the common property (being directional or warning signs and not advertising);
- e establish any such fund or funds including any contingency funds as it considers desirable and the establishment of which is permitted or required under the Act;
- f subject to compliance with regulation 17 of the Regulations (which provides that except where a body corporate is required to enter into an obligation urgently for the purpose of avoiding serious damage to property or preventing personal injury obligations cannot be entered into with the body corporate's approval by ordinary resolution), enter into any lease or finance arrangement for the provision of plant, machinery, material or services to common property or any part of a unit for which the body corporate has responsibility;
- g levy and require payment solely from a defaulting unit owner (without the necessity of first making an application to the Court or Tenancy Tribunal pursuant to section 126 or section 127 of the Act apportioning the liability to the unit owners as a whole) for any fees, costs, or expenditures incurred in the recovery of a levy, contribution or other lawful payment from such defaulting unit owner. For the purposes of this rule "a defaulting unit owner" shall mean an owner whose unit benefits from any repair work or act that the body corporate is required or authorised to do by the Act or by or under any other

enactment or these rules in one of the ways specified in section 126(1) of the Act, and who has not paid the share of expenditure allocated to that owner by the body corporate, and also includes an owner whose wilful or negligent act or omission or breach of the Act, Regulations or these rules or the wilful or negligent act or omission or breach by any tenant, licensee or invitee of the owner, necessitates any repair, work or act to be carried out by the body corporate. Nothing in this rule prevents the body corporate recovering any amount from any other person who may be liable for the amount under the Act and this rule shall be without prejudice to the rights of any owner pursuant to those sections and shall not otherwise restrict the body corporate's rights under those sections.

12 Body corporate committee

- a The powers and duties of the body corporate committee shall be as prescribed in the Act and Regulations and the provisions of the Act and Regulations shall apply to the election, removal and resignation of the body corporate committee members and the way in which the body corporate carries on its business and reports to the body corporate.
- b A resolution of the body corporate committee may be passed (without any meeting or previous notice being required) by means of an entry in the minute book signed by all members of the body corporate committee. Any such entry may consist of one or more documents all in like form which when read together contain the signatures of all the members of the body corporate committee.
- c The body corporate committee shall keep minutes of its proceedings.

13 Proceedings of body corporate committee

- a The body corporate committee must meet when required to meet by the Act and without prejudice to regulation 27(2) of the Regulations shall:
 - i meet when any member of the body corporate committee gives to the other members not less than seven (7) days' notice of a meeting proposed by the committee member, specifying the reason for calling the meeting;
 - ii if the body corporate has delegated the necessary power to the body corporate committee and subject to any restriction imposed by the delegation and subject to compliance with regulation 17 of the Regulations (which provides that a body corporate may not enter into an obligation without the approval of the body corporate by ordinary resolution except where the obligation is required to be entered into urgently for the purpose of avoiding serious damage to property or preventing injury) employ for and on behalf of the body corporate such agents, contractors and employees as it thinks fit in connection with the control, management, and administration of the common property or the units;
 - iii from time to time elect one of its members or appoint a person holding the position of a body corporate manager to act as convener of the body corporate committee;
 - iv if the body corporate has delegated the duty to the body corporate committee cause minutes to be kept of general meetings of the body corporate, and include therein a record of all resolutions.

14 Rules relating to use

An owner or occupier of any unit shall not:

- a use or permit the unit to be used for any purpose other than for residential use without the prior written consent of the body corporate, which consent may at any time be revoked or varied by the body corporate, provided that the power of revocation or variation shall not be unreasonably or arbitrarily exercised. If the principal use or occupation of a unit is for residential purposes the use of a room or rooms for a business purpose from time to time shall not be deemed a breach of this rule provided that such use does not adversely affect the residential character or use of the Galleria Complex. Any such decision of the body corporate committee shall be final and binding;
- b use or permit the use of any accessory unit at any time comprised within the same stratum estate as the principal unit for any purpose other than the purpose for which the accessory unit is designed or constructed;
- c use the common property in such a manner as unreasonably interferes with the use and enjoyment of the common property by the other owners, lessees or occupiers and in particular shall not drive, operate or use or permit to be driven, operated or used on the common property any vehicle or machinery of a weight or nature which is likely to cause damage to the common property;
- d make or permit to be made any undue or objectionable noise or air pollution in the unit, or the common property, or interfere in any way with the peaceful and quiet enjoyment of other owners, or tenants, or occupiers of other units or those having business with them, or of any person lawfully using the common property;
- e obstruct or allow the obstruction of any pathways and drives on the base land or any easement giving access to the base land or the building of which the unit title development forms part or use or allow the use of such pathways, drives and easements for any purpose other than reasonable ingress and egress to and from the unit;
- f use or permit the unit to be used for any purpose which is illegal or which may be injurious to the reputation of any unit;
- g cut, trim, prune or damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the body corporate common property or use for the owner's own purposes as a garden any portion of the common property except with the prior written consent of the body corporate or the body corporate committee or body corporate manager;
- h allow any fire or incinerator to be ignited in or upon the unit, the common property, or any part thereof unless in accordance with directions given by the body corporate from time to time;
- i allow any rubbish or litter to accumulate on any unit, or part hereof, or on the common property, nor dispose of trade refuse or waste anywhere except onto any area of the common property designated by the body corporate for the storage of rubbish and then on such terms and conditions as the body corporate shall determine or into bins or receptacles for removal either on the usual days by the local authority or by independent contractors when required to do so by the body corporate. The body corporate shall be entitled to recover the costs of the removal of any rubbish or litter pursuant to section 127 of the Act from the owner if the owner is in breach of this rule;

- j paint or refurbish or permit the exterior of the unit to be painted or refurbished except in conformity with the general scheme of painting for the units approved by the body corporate;
- k erect or paint any notice or sign on the exterior of the unit or any part of the common property (except in accordance with any rules adopted from time to time by the body corporate, and shall remove such notice or sign on request from the body corporate);
- l use the unit or permit it to be used in any manner, as to cause a nuisance, annoyance, disturbance, damage or injury to any occupier of any unit;
- m play or have in use any musical instrument, stereo, radio, television, electrical or mechanical equipment, internal combustion engine or any other machines at any time of the day or night in such manner as to disturb, irritate or annoy any owner or occupant in any unit or the common property;
- n hang or display in such way as to be visible from the common property or roadway any articles which may detract from the quality and tidy appearance of the unit title development;
- o erect any fence, temporary structure, building or shed on any unit or part thereof, without first obtaining approval in writing of the body corporate and the immediately adjacent owners to a plan or diagram thereof and such fence, temporary structure, building, or shed shall be erected in accordance with such plan or diagram;
- p allow the unit to become infested by vermin or insects;
- q keep animals, birds or pets in the unit without the consent in writing of the body corporate, which consent shall not be unreasonably or arbitrarily withheld but may be given subject to conditions, or varied or withdrawn;
- r fail to notify the body corporate immediately the owner becomes aware of any defect, damage or defilement to the exterior of the unit or to the common Property, and any building elements or infrastructure for which the body corporate is responsible under the Act and Regulations, or any failure or defect in any of the services provided to any of the units;
- s permit anything to be done, or bring, or keep anything in the unit, which may create a fire or pollution hazard, or which may increase the insurance premium on the insurances requires or permitted to be taken out by the body corporate under the Act, or which may contravene the fire regulations, or the rules, regulations, ordinances or bylaws of any authority having jurisdiction over the unit or the services supplied to the units;
- t leave the unit inadequately secured when the unit is not occupied.

15 Where a unit is occupied by a person other than the owner then the owner shall notify the body corporate committee or such person as the body corporate or the body corporate committee may direct in writing of the name, address and telephone number (and any changes thereof) of such person together with any other information required to be provided under the Act or the Regulations for inclusion in the register of owners.

16 The body corporate shall have the right to require the owner or occupier of any unit to perform, from time to time, fire or disaster 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 co-operate with the body corporate in observing and performing such rules and procedures.

- 17** The body corporate may make such regulations as it may deem fit, necessary, or desirable from time to time in relation to the use, safety, and cleanliness of the units and the common property and the conduct of the owners and all occupiers and visitors who shall at all times observe and perform such rules and regulations.
- 18** The owner of a unit shall advise the body corporate of the private address (if different from the unit) and telephone number of the owner or occupier of the unit, or if the owner or occupier of the unit is a corporation, trust, estate, partnership or other entity then of the manager, body corporate manager or other responsible person employed by the owner or occupier and shall keep the body corporate promptly informed of any change of such address or telephone number. An owner of a unit shall also provide the body corporate or the body corporate manager or the body corporate committee as the body corporate determines with all information in respect of the unit owner or occupier required to be included in the register of owners required to be established by the body corporate under the Act. Subject as provided in the Regulations, the information shall be kept private and confidential but may be searched by anyone authorised to search the same under the Regulations and used for any of the purposes permitted by the Regulations.