



2007/26

UNIT TITLE (CASTAWAY BEACH VILLAS) BODY CORPORATE RULES 2007

Sir F. Goodwin, KBE

Queen's Representative

ORDER IN EXECUTIVE COUNCIL

At Avarua, Rarotonga, this 22nd day of November 2007

Present:

**HIS EXCELLENCY THE QUEEN'S REPRESENTATIVE
IN EXECUTIVE COUNCIL**

PURSUANT to Section 41(2) of the Unit Titles Act 2005 the Queen's Representative, acting by and with the advice and consent of the Executive Council, makes the following rules:

ANALYSIS

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| 1. Title | 2. Rules
Schedules |
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REGULATIONS

1. Title – These regulations may be cited as the Unit Title (Castaway Beach Villas) Body Corporate Rules 2007.

2. Application of rules – (1) The control, management, administration, use, and enjoyment of the units and the common property shown on a unit plan, and the activities of the body corporate that comprises the proprietors of every unit established on the land described in the First Schedule to these regulations shall, while there are more proprietors than one, be regulated by the rules set out in the Second Schedule to these regulations.

3. Amendment of rules – (1) The rules set out in the Second Schedule to these regulations may be added to, amended or repealed from time to time by:

- (a) a unanimous resolution of the proprietors; or
- (b) a resolution of the Body Corporate at a general meeting.

Price \$6.00

FIRST SCHEDULE

The Land

All that parcel of land containing 2,042m² more or less situated on the island of Rarotonga and being Part of the land named by the High Court (Land Division) as Akaoa Section 8, Arorangi, Rarotonga and being Part of the land contained in an Order on Investigation of Title made by the said Court on the 13th day of July 1903, which parcel of land is more particularly delineated and described in the plan deposited in the office of the Chief Surveyor at Rarotonga under D.2949.

SECOND SCHEDULE
Rules

RULES OF BODY CORPORATE No. SO1865
CASTAWAY BEACH VILLAS

Duties of Proprietor

1. A Proprietor shall:
 - (a) Permit the Body Corporate (or its agents or servants) at all reasonable hours to enter into and upon the Proprietor's unit and any accessory unit and common property for any of the following purposes, that is to say:-
 - (i) Installing, maintaining, repairing or renewing any pipes, conduits, wires, cables, or ducts for the time being in, upon or passing through the unit and capable of being used in connection with the enjoyment of any other unit or common property;
 - (ii) Cleaning, maintaining, repairing, or renewing any common property;
 - (iii) Ensuring that the rules are being observed; and
 - (iv) Cleaning and maintaining the exterior of the unit.
 - (b) Comply in all respects with all Acts, bylaws, and regulations for the time being in force in the area in which his unit is situated in so far as they relate to the use, occupation, or enjoyment of the unit, accessory unit and common property.
 - (c) Forthwith and at all times carry out all work that may be ordered by any competent local authority or public body in respect of his unit to the satisfaction of that authority or body.
 - (d) Duly and punctually pay all rates, taxes, charges, and other outgoings from time to time payable in respect of his unit to any local authority or public body and all sums properly levied in respect of the unit by the Body Corporate.
 - (e) Repair and maintain the unit, and keep the same in sufficiently good order, repair and condition to ensure that no damage or harm shall ensue to the common property or any other unit.

- (f) Make no additions or structural alterations to the unit or in any way alter the elevation or external appearance colour or decoration thereof without the consent of the Body Corporate.
- (g) Observe and comply and procure the observance and compliance by his visitors, agents, servants and tenants with the Rules of the Body Corporate.

Powers and Duties of Body Corporate

2. The Body Corporate shall:

- (a) Repair and maintain all grounds, chattels, fixtures, and fittings used or intended adapted or designed for use, in connection with the common property or the enjoyment thereof.
- (b) Repair and maintain all pipes, wires, cables, ducts, and all other apparatus and equipment of whatsoever kind and wheresoever situate which may be reasonably necessary for the enjoyment of an incidental right which may from time to time exist by virtue of section 12 of the Unit Titles Act 2005.
- (c) Insure and keep insured all buildings and other improvements on the land to the replacement value thereof against such risks as are set out in the Unit Titles Act 2005.
- (d) On request, produce to any unit Proprietor, or a registered mortgagee of any unit, or any person authorised in writing by any unit Proprietor or registered mortgagee of any unit, all policies of insurance effected by the Body Corporate under the provisions of the Unit Titles Act 2005 and the receipt for the last premiums paid in respect thereof.
- (e) Repair and decorate and refurbish the common areas and pay for such services and items as the Body Corporate shall consider appropriate for the good appearance and management thereof.
- (f) Permit exterior structural alterations or the making of any exterior additions to the units by any Proprietor only with the unanimous approval of all the persons entitled to vote at a general meeting of the Body Corporate.
- (g) Pay any other items, taxes (such as VAT) or operating expenses of the common property or of the body corporate which the body corporate considers reasonably necessary for the good management or appearance thereof.

3. The Body Corporate may:

- (a) Borrow any money necessary to enable it adequately to perform its duties or exercise its powers.
- (b) Invest any money for the time being held by it (whether in a fund established under the Unit Titles Act 2005 or otherwise) in any of the modes of investment for the time being authorised by law for the investment of trust funds.
- (c) Establish a current account at a bank and nominate for the purposes of this paragraph 3 persons (including the secretary) of whom any 2 may operate the account.
- (d) Enter into any agreement with a Proprietor or an occupier of any unit for the provision of amenities or services by it to the unit or to the Proprietor or occupier.
- (e) Grant to a Proprietor of a unit or to anyone claiming through that Proprietor any special privilege (including a lease or license) in respect of the enjoyment of part or parts of the common property provided that any such grant shall be determinable by special resolution of the Body Corporate.
- (f) Settle and approve schemes for the exterior colour, signs and landscaping of the units and common property.
- (g) Enter into any agreements with any persons or corporations for the provision of amenities or services by such persons or corporations to the Body Corporate, the Unit Proprietors or occupiers on such terms and conditions and for such periods of time as it may approve.
- (h) Enter into any agreement with a management company or professional manager for the carrying out and management of all or any such duties of the Body Corporate at such remuneration and upon such terms and conditions as are therein stipulated provided that such agreement can be terminated by unanimous resolution of the proprietors.
- (i) Levy and require payments solely from a defaulting Unit Proprietor without the necessity of making an application pursuant to Section 36 of the Act or apportioning the liability to the unit Proprietors as a whole of any fees, costs or expenditure incurred in the recovery of a contribution or other lawful payment from such defaulting Unit Proprietor. For the purposes of this paragraph a

"defaulting Unit Proprietor" shall mean a Proprietor whose unit or units substantially benefit from any repair work or act carried out by the Body Corporate in pursuance of the Unit Titles Act 2005 or by or under any other Act and that Proprietor does not pay the share of expenditure allocated to the Proprietor by the Body Corporate and also includes a Proprietor whose negligent act or omission or breach of rule by the Proprietor or by his tenant, lessee, licensee or invitee necessitates any repair work or act to be carried out by the Body Corporate.

- (j) At any Extraordinary General Meeting called for that purpose, on a resolution supported by 80% or more of those entitled to vote, require a tenant or licensee or occupant (other than the registered Proprietor) of any unit who shall have continually breached the operating procedures and regulations of the Body Corporate in force from time to time to cease his residency or occupancy in terms of the Residential Tenancy Act. The Body Corporate shall not be liable for any loss or damage to any occupant, Proprietor or other person arising from the termination of any residency or occupancy hereunder.

Committee of Body Corporate

- 4. Where there are more than three (3) Proprietors, the powers and duties of the Body Corporate shall be exercised and performed by a committee, subject to any restriction imposed or direction given at a general meeting of the Body Corporate provided that any expenditure of over \$5,000.00, not being expenditure which the Body Corporate is legally obliged or previously authorised to incur, shall be referred to a general meeting; and if the share of the Proprietor or Proprietors of any principal unit in any expenditure that is referred to a general meeting exceeds \$1,000.00 that expenditure shall not be incurred unless it is approved by at least a three-fourths majority of votes.
- 5. Until the first annual general meeting of the Body Corporate, the Proprietors of all the units shall constitute the committee. Thereafter the committee shall consist of such number of Proprietors, not being fewer than three (3), as is fixed from time to time by the Body Corporate at an annual general meeting.
- 6. The members of the committee shall be elected at each annual general meeting, to hold office until the next annual general meeting provided that, unless the committee consists of all the Proprietors, the Body Corporate may by resolution at an extraordinary general meeting remove any member of the committee before the expiration of his or her term of office and appoint another Proprietor in his or her place to hold office until the next annual general meeting.

7. Any casual vacancy on the committee may be filled by the remaining members of the committee.
8. The quorum necessary for the transaction of the business of the committee may be fixed by the committee; and unless so fixed, shall be two (2) if there are not more than six (6) members and three (3) otherwise.
9. If the number of committee members is reduced below the number which would constitute a quorum, the remaining members may act for the purpose of increasing the number of members to that number or of summoning a general meeting of the Body Corporate, but for no other purpose.
10. At meetings of the committee all matters shall be determined by a simple majority of votes. In the case of equality of votes the chairman for the time being of the meeting shall not have a second or casting vote.
11. Subject to any restriction imposed or direction given at a general meeting, the committee may:
 - (a) Meet for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit provided that it shall meet when any member of the committee gives to the other members not less than 7 days notice of a proposed meeting, specifying the reason for calling the meeting,
 - (b) Employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the control, management, and administration of the common property, and the exercise and performance of the powers and duties of the Body Corporate and of these rules,
 - (c) From time to time elect one to its members to act as convener of the committee,
 - (d) Delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke that delegation,
 - (e) Whenever it thinks fit, convene an extraordinary general meeting of the Body Corporate.
12. The committee shall:
 - (a) Keep minutes of its proceedings;
 - (b) Cause minutes to be kept of general meetings of the Body Corporate, and include therein a record of all unanimous resolutions;

- (c) Cause proper books of account to be kept in respect of all sums of money received and expended by it, and the matters in respect of which all such income and expenditure is received or incurred;
- (d) Prepare proper accounts relating to all money of the Body Corporate, and the income and expenditure thereof, and arrange for the accounts of the Body Corporate for each year to be duly audited by an independent auditor, for a copy of the annual accounts to be sent to each proprietor before each annual general meeting of the Body Corporate, and for the annual accounts to be presented to each annual general meeting of the Body Corporate.

Provided however that if management of the Body Corporate has been delegated to a professional secretary it shall be deemed sufficient compliance with this rule if the secretary attaches to the annual accounts a copy of an auditor's certificate stating that the accounts of the Body Corporate administered by that secretary have been audited on a random basis and that the statement of income and expenditure in the annual accounts so audited are a true and proper record of the finances of those Bodies Corporate for that period;

- (e) On application by a Proprietor or a mortgagee of a unit, or any person authorised in writing by either of them, make the books of account and all minutes available for inspection at all reasonable times;
 - (f) Upon a requisition in writing made by Proprietors entitled to 50 percent of the total unit entitlement of the units, convene an extraordinary general meeting of the Body Corporate.
13. Except as provided in clause 9 of these rules, no act or proceeding of the committee or of any person acting as a member of the committee shall be invalidated in consequence of there being a vacancy in the number of the committee at the time of that act or proceedings, or of the subsequent discovery that there was some defect in the election or appointment of any person so acting, or that he was incapable of being or had ceased to be such a member.

General meetings of a Body Corporate

14. A general meeting of the Body Corporate to be called the annual general meeting, shall, in addition to any other meeting, be held at least once in every calendar year and not more than 15 months after the holding of the last preceding annual general meeting. The first annual general meeting of the Body Corporate shall be held within 3 months after the date of the deposit of the unit plan or of the first sale of a unit, whichever is the later.

15. All general meetings of the Body Corporate other than annual general meetings shall be called extraordinary meetings.
16. At least seven days' notice of every general meeting of the Body Corporate specifying the place, the date, and the hour of the meeting, and the proposed agenda shall be given by the Proprietor or Proprietors of any unit or by the secretary of the Body Corporate to all persons entitled to exercise a vote in accordance with the provisions of the Unit Titles Act 2005 and of clause 23 of these rules provided that accidental omission to give such notice to anyone so entitled shall not invalidate any proceedings at any such meeting.
17. Any notice required to be given under clause 16 of these rules shall be sufficiently given if delivered personally to the person concerned or if left or sent by letter posted to the person concerned, at the last address of that person notified to the Body Corporate, or if no such address has been so notified at that person's last known place of residence, provided that if a Proprietor advises the Body Corporate in writing that he requires notices sent to him by registered post, a notice thereafter sent to him by post shall not be sufficiently given unless it is sent by registered post.
18. At a general meeting of the Body Corporate, the persons entitled, on an ordinary resolution, to exercise the voting power in respect of not less than one-third of the units present personally or by a representative or by proxy shall constitute a quorum. Subject to the aforesaid a general meeting of the Body Corporate is, validly held notwithstanding that the only person present is the convenor of the meeting who may be the secretary holding requisite proxies.
19. Save as otherwise provided in these rules, no business shall be transacted at any general meeting of the Body Corporate unless a quorum is present at the time.
20. If within half an hour from the time appointed for a general meeting of the Body Corporate a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the number of persons present and entitled to vote at the expiration of that half hour shall constitute a quorum.
21. At a general meeting of the Body Corporate, the chairman shall be the Body Corporate Secretary, or if no Body Corporate secretary has been appointed, the chairman shall be the chairman of the owners' committee, or, in the absence of such person, the chairman shall be the convenor of the meeting. If there is no convenor, or if the convenor is not present or is unwilling to act, a chairman shall be elected at the commencement of the meeting.

22. Save as otherwise provided by the Unit Titles Act 2005 or these rules, all matters at a general meeting of the Body Corporate shall be determined by a simple majority of votes. In the case of equality of votes the chairman for the time being of the meeting shall not be entitled to a second or casting vote.
23. Subject to the provisions of the Unit Titles Act 2005, at any general meeting of the body corporate:
 - (a) Where a unanimous resolution is required each person who is a proprietor shall be entitled to exercise one vote;
 - (b) In all other cases one vote only shall be exercised in respect of each principal unit, and no separate vote may be exercised in respect of any accessory unit;
 - (c) Any proprietor which is a company or other incorporated body may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Body Corporate or Committee, provided however that the company or other incorporated body shall notify the Body Corporate of the name of the person so authorised, and that person may exercise the same powers on behalf of the proprietor he or she represents as that proprietor could exercise if it were an individual person.
24. At any meeting of the Body Corporate any person present and entitled to vote on the matter that is under consideration may demand a poll thereon, which shall be taken in such manner as the chairman thinks fit.
25. The result of the poll shall be deemed to be the resolution of the meeting at which it was demanded. Where a poll is not demanded, a declaration by the chairman that a resolution has been carried shall be conclusive evidence of that fact without proof of the number or proportion of votes recorded for or against the resolution.
26. Any vote to be cast at a general meeting of the Body Corporate may be exercised personally or by proxy. Where 2 or more persons are jointly entitled to exercise one vote and wish to do so by proxy, that proxy shall be jointly appointed by them and may be one of them. A proxy shall be appointed in writing. If only one of those persons is present at a general meeting and they have not appointed a proxy as aforesaid, he or she may exercise the vote.
27. Where a poll is demanded or a special resolution is before the meeting, each vote shall correspond in value with the unit entitlement of the principal unit and accessory unit (if any) in respect of which it is exercised. In all other cases each vote shall be of equal value.

28. In the event of there being an equal number of votes for and against any matter, then such matter in difference shall be referred to a single arbitrator in case the Proprietors can agree on one who may be the Body Corporate's secretary if they are not a Proprietor, and otherwise to two arbitrators one to be appointed by each group of Proprietors to the matter in difference, and in the event of such arbitrators being unable to agree then to their umpire to be appointed by them before entering upon the consideration of the matter submitted to them and in either case in all respects with the provisions on that behalf contained in the Arbitration Act 1908 or any statutory modification or re-enactment thereof for the time being in force and the decision of such arbitrator, arbitrators or their umpire shall be final and binding upon all Proprietors and upon the Body Corporate.
29. Except where a unanimous resolution is required, a power of voting in respect of a unit shall not be exercised unless all amounts accrued due and payable under the Unit Titles Act 2005 to the Body Corporate in respect of the Unit in respect of which the vote is exercisable have been duly paid.
30. If there is no committee, the responsibility for the matters set out in clause 12 of these rules except paragraph (a) and the powers given to the committee by clause 11 of these rules except paragraph (a), shall be those of the Body Corporate; and unless the context otherwise requires, every reference in these rules to the committee shall be read as a reference to the Body Corporate.
31. A secretary (who may or may not be a Proprietor) shall be appointed by the Body Corporate at its first annual general meeting for such term, at such remuneration, and upon such conditions as it may approve; and any secretary so appointed may be removed by the Body Corporate, either at a subsequent annual general meeting or at an extraordinary general meeting called for that purpose. At any such meeting the secretary shall have the right to attend and be heard. Kia Manuia Management Limited is appointed as the first secretary to the Body Corporate.
32.
 - (a) The function of the secretary shall be to keep proper books of account in which shall be kept full, true and complete accounts of the affairs and transactions of the Body Corporate and to carry out such other functions as may from time to time be delegated to him by the Body Corporate.
 - (b) The secretary shall in each year prepare a balance sheet showing the Body Corporate's financial dealings during that year, and shall, within 6 months after each annual meeting, send a copy of the latest balance sheet to every Proprietor.

Miscellaneous

33. The common seal of the Body Corporate shall not be used without the authority of the secretary or the committee of the Body Corporate previously given. Whenever the seal is affixed to any instrument, that instrument shall be attested by at least 2 members of the committee or where an administrator has been appointed or there is only one Proprietor, by the administrator or that Proprietor.
34. For the purposes of these rules a special resolution means a resolution proposed at a general meeting of the Body Corporate of which at least 14 days notice specifying the intention to propose the resolution as a special resolution has been given.
35. Where a resolution is proposed as a special resolution, the vote of the meeting shall be taken in the same way as if it had been proposed as an ordinary resolution and a poll had been demanded provided that a special resolution shall be deemed not to be carried unless persons entitled to exercise not less than three-fourths of the number of votes exercisable in respect of all the units vote in favour of it.
36. Notwithstanding anything contained in these rules the secretary from time to time appointed by the Body Corporate may in the name of and on behalf of the Body Corporate give certificates pursuant to the Unit Titles Act 2005 to any person authorised in writing by any Proprietor to request such certificate and where such certificate is given then:
 - (a) The common seal of the Body Corporate may be affixed to the certificate without any further or other authority; and
 - (b) The affixing of the common seal to the certificate may be witnessed solely by the secretary alone.
37.
 - (a) Anything that may be done in accordance with these rules may be done by resolution passed without a meeting or any previous notice being given, by means of an entry in the Minute Book signed by all the Proprietors or their duly appointed proxies having the right to vote in that resolution and comprising the Proprietors for the time being of all the units comprised in the unit plan.
 - (b) It shall not be necessary for the Body Corporate to hold an annual general meeting or an extraordinary general meeting if everything required to be done at that meeting within the time prescribed for the holding of the meeting is done by means of any entry in the Minute Book signed in accordance with this proviso.

- (c) A memorandum pasted or permanently affixed in the Minute Book and signed by members of the Body Corporate shall be deemed to be an entry accordingly.
 - (d) Any such resolution by entry in the Minute Book may consist of several separate documents in like form each signed by one or more Proprietors provided that all Proprietors sign one or other of such separate documents.
38. Where in the opinion of the Body Corporate it is necessary to undertake any work which is substantially for the benefit of one unit only or is substantially for the benefit of one or more units then the Body Corporate may apportion the amount payable to the Proprietor or Proprietors of those units notwithstanding that the amount so apportioned may be different from the unit entitlement apportionment, without the necessity to make an application pursuant to the Unit Titles Act 2005, provided that this rule shall not derogate from the rights contained in that section.
39. For the sake of clarity, the meaning of the word 'meeting' in these rules shall include a meeting in person of the parties in either the Cook Islands or New Zealand but shall also include members attending by either telephone or video conference, which facilities shall be made available upon the request of any member and at the cost of the Body Corporate.
40. A Proprietor or occupier or his servants, agents, tenants and invitees of any unit (which term shall for the purposes of the Body Corporate Rules also include any associated accessory unit) shall not:
- (a) Use or permit his unit to be used for any purpose which is illegal or may be injurious to the reputation of the unit development or of the Proprietors or occupiers of units or which may interfere with the peaceful enjoyment of another unit by the Proprietor or occupier thereof or which may interfere with the general management of the unit development (unit development shall mean the land on which the principal units, accessory units, common property and future developments are situated);
 - (b) Make or countenance any undue noise in or about any unit or common property;
 - (c) Keep or allow any animal on the common property without the prior consent of the committee of the Body Corporate which consent may at any time be withdrawn. A proprietor or occupier of any principal unit may keep animals or pets in that unit; provided:
 - (i) such animal or pet does not interfere with the quiet and reasonable enjoyment of the other proprietors or occupiers or create a nuisance; and

- (ii) the keeping of such an animal or pet does not breach any regulations of the territorial authority, or be a breach of any Act; and
 - (iii) the proprietor or occupier notifies in writing the body corporate secretary of the existence of such animals or pet; and
 - (iv) no animals shall be allowed to soil the common property or any other proprietors units.
- (d) Use the common property in such a manner as unreasonably to interfere with the use and enjoyment thereof by other Proprietors and their families and visitors;
 - (e) Cut, trim, prune or damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property or use for his own purposes as a garden any portion of the common property except with the prior written consent of the Body Corporate or committee or manager thereof;
 - (f) Store or leave anything on the common property or in any of the accessory units except in any area or areas that may from time to time be designated for that purpose by the Body Corporate or committee or manager thereof;
 - (g) Permit the exterior of his unit to be painted or refurbished except in conformity with the general scheme of painting for the units approved by the Body Corporate;
 - (h) Erect any fence temporary structures building or shed on any unit or part thereof without the prior written consent of the Body Corporate and the immediately adjacent unit Proprietors. Any fence for which consent is given shall be of such design as is specified by the Body Corporate for such fences;
 - (i) Use his unit or permit it to be used in such a manner or for such purpose as to cause a nuisance or disturbance to any occupier of any unit (whether a Proprietor or not) or the family of any such Proprietor;
 - (j) Do or permit to be done anything whereby any obstruction restriction or hinderance may be caused to the entrances, exits, common property or to persons lawfully using the same or carry on any home occupation or other activity which shall increase the traffic flow above that which is expected in a residential close;

- (k) Exhibit, paint, affix, display or put on any part of the outside of any units any "for sale" or real estate agents sign or hoarding (other than one per unit inside a window), trade, business or professional or advertising sign or any notice or name board or banner or plate provided that the Body Corporate may permit a name plate of a uniform design and size in respect of each unit or accessory unit or at a suitable entranceway to the unit development;
- (l) 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 development;
- (m) Obstruct any of the pathways and drives on the land and any easement giving access to the land by any of the Proprietors or occupiers of the units or use by them for any other purpose than the reasonable ingress and egress to and from their respective units or accessory units and no Proprietor or occupier of a unit shall park or stand or permit to be parked or stood upon common property any vehicle, caravan or boat except where common parks are specifically designated and are used for temporary parking only or with the consent in writing of the Body Corporate or committee. Vehicles, caravans or boats shall not be parked "permanently" or for any extended period on any unit where they can be seen from the common property or other units;
- (n) Obstruct nor deposit nor throw anything on any path, road, entranceway nor injure nor dirty any part thereof. No maintenance or repair work shall be carried out on any motor vehicle, boat, vehicle or apparatus in any such places or common property;
- (o) Play or have in use any musical instrument, stereo, radio, television, washing machines, clothes drier, wastemaster, 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 occupant in any unit or common property and shall immediately cease to operate the same between the hours of 11 pm and 7 am if requested to do so by the Proprietor or occupier of any unit;
- (p) Hold any auction or garage sale in any part of the Proprietor's unit or common property without the prior written approval of the Body Corporate;
- (q) Erect outside wireless and television aerials without the permission of the Body Corporate.

41. (a) The Body Corporate may make such rules and 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 Proprietors and all occupiers and visitors who shall at all times observe and perform such rules and regulations, shall not make or permit any objectionable noises in their unit or upon the land or interfere in any way with the peaceful enjoyment of other Proprietors or occupiers of units or those having business with them or of any person lawfully using the common property.
 - (b) All requests for consideration of any particular matter to be referred to the committee or to the Body Corporate shall be directed to the Secretary and not to the Chairman or any members of the Committee. Proprietors or occupiers of units shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.
42. For the purpose of ensuring adequate and proper control and management of units and of common property at all times every Proprietor shall:
- (a) When absent from Rarotonga for a period exceeding four months appoint the Secretary, Body Corporate or some other corporation or person reasonably accessible to act as his attorney in respect of his unit and shall notify the Body Corporate of such appointment and in the event that the attorney is not reasonably accessible for the purpose of securing the rights of the Proprietor at any time or in the event that the Proprietor shall not make such appointment or notify the Body Corporate thereof then the Body Corporate shall in such event be deemed to be and shall be constituted the attorney of the registered Proprietor for the purpose of exercising the rights of the Proprietor in respect of any lease or tenancy or use of the Proprietor's unit during his absence.
 - (b) Ensure all his visitors, invitees, servants, employees, agents, children, licensees and tenants are aware of these rules.
 - (c) Be deemed to have appointed the Body Corporate Secretary to be the agent of the Body Corporate for the purposes of the management and administration of the rules, duties, powers and property of the Body Corporate.
43. The cost of repairs to or rectification of any damage or blocking resulting to wastepipes and drains, water apparatus from misuse or negligence shall be borne by the Proprietor who caused the same whether the same was caused by his own actions or those members of his household, or his servants, agents, tenants or invitees.

44. A Proprietor or occupier of a unit shall give the Body Corporate prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations, fixtures of the unit which comes to his knowledge and the Body Corporate shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary to the safety and preservation of the unit development as often as may be necessary.
45. No Proprietor shall place any rubbish on any common area or in any part of his unit visible from the common area or roadway or in any place or way which could detract from the amenities of the Unit development and other than in "wheelie" bins or other purpose built receptacle. Wheelie bins and receptacles shall be kept out of sight other than for such particular time as they are required to be accessible for collection.
46. The Proprietor of a unit shall not bring to do or keep anything in his unit which shall increase the rate of fire insurance on the unit development or any property on the land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the property on the land or the regulations or ordinances of any public authority for the time being in force. A Proprietor or occupier of a unit shall not use any chemicals, burning fluids, acetylene gas or alcohol in any lighting or heating the premises nor in any other way cause or increase the risk of fire or explosion in his unit.
47. Where the Body Corporate expends money to make good any damage or loss caused by a breach of the Unit Titles Act 2005 or of these rules by any Proprietor or occupier of a unit or the guest, servants, employees, agents, children, invitees, tenants or licensees of the Proprietor or occupier of a unit or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the Proprietor of the unit at the time when the breach occurred.
48. The Proprietor of a unit shall advise the Body Corporate of the private address (if different from the unit) and telephone number of the Proprietor or occupier or if the Proprietor or occupier is a corporation then of the Manager, Secretary or other responsible person employed by the Proprietor or occupier and shall keep the Body Corporate promptly informed of any change of such address or telephone number. The Body Corporate shall at all times keep such information confidential.
49. All windows shall be kept clean and if broken or cracked shall be promptly replaced by the Proprietor or occupier of the unit at his expense with fresh glass of the same or better quality and weight as the original.
50. A Proprietor of a unit 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 Proprietors or occupiers of units

of the common property or allow any fire or incinerator to be ignited in or upon the unit, the common property or any part thereof, unless in accordance with such directions as may be given by the Body Corporate from time to time.

51. All units shall be kept clean and maintained in a manner appropriate to quality residential accommodation. All practical steps shall be taken to prevent infestation by vermin and/or insects.
52. The garden areas in or on a Proprietor's unit and/or associated accessory unit shall be kept planted and maintained by the Proprietor in the best possible standard to ensure a consistent and pleasing appearance from the street and from the other unit Proprietor's views. A Proprietor shall not plant any variety of trees, shrub or plant which would or would be likely to adversely affect the light or view of any unit.
53. Servants, agents, guests and invitees leaving a unit after 11.00 pm shall be requested by the Proprietor or occupier thereof to leave quietly. Quietness also shall be observed when a Proprietor or occupier of a unit returns to the unit development late at night or in the early hours of the morning. In the event of any unavoidable noise in a unit at any time the Proprietor or occupier shall take all practical means to minimise the noise to other Proprietors or occupiers of units by closing all doors, windows and curtains of his unit and also such further steps as may be within his power for the same purpose.
54. Nothing shall be brought into any Proprietor's unit that, due to its weight, nature or description, will impose or cause any stress or strain or weight likely to damage, weaken or cause movement or structural defect in any part of the unit development.
55. The Proprietor or occupier of a unit shall securely fasten all doors and windows to his unit on all occasions when the unit is left unoccupied and the Body Corporate shall have the right to enter and fasten the same if left insecurely fastened and all Proprietors shall observe and perform all rules and regulations relating to the security of the unit development as the Body Corporate shall from time to time prescribe.
56. The Body Corporate may make rules relating to the common property and in particular relating to carparks and all rules shall be observed by the Proprietors and occupiers of units unless and until they are disallowed or revoked by a majority resolution at the general meeting of the Body Corporate.
57. A Proprietor or occupier of a unit shall not erect external blinds nor hang curtains and/or blinds visible from the outside of the unit unless those curtains have a backing of such colour and design as shall be approved by the Body Corporate. In giving such approval the Body Corporate shall ensure so far as practicable that curtain backing used in all

units presents a uniform and orderly appearance when viewed from the outside of the unit development.

58. A Proprietor or occupier or their families, guests and invitees shall not use language or behaviour in a manner likely to cause offence or embarrassment to any other Proprietor with normal standards.
59. These Body Corporate Rules shall not apply and/or shall be interpreted with the reasonable latitude necessary to enable a Proprietor or occupier or Contracting Proprietor who shall be in the course of permitted construction or development in their unit to carry out and complete such works notwithstanding that they may temporarily interfere with the peaceful enjoyment of other units.