



View Instrument

Instrument Type Change of Rules/Address of Body Corporate
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Lodged By
Lodged For
Approved By

Affected Computer Registers Land District

CB19K/189 Canterbury

*** End of Report ***



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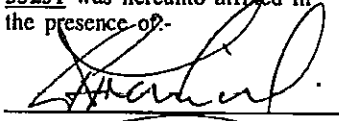
NOTICE OF CHANGE OF RULES

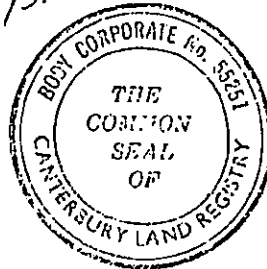
TO: The District Land Registrar,
CANTERBURY REGISTRY.

NOTICE IS HEREBY GIVEN that the rules of Body Corporate Number 55251 were on the 27th day of March 1993 duly amended in the manner set out in the First Schedule hereto.

DATED at Christchurch this 14 day of April 1993.

THE COMMON SEAL of BODY COPORATE
55251 was hereunto affixed in
the presence of-


Secretary



FIRST SCHEDULE

Third Schedule Rules
(Replacing existing Third Schedule Rules as provided for under the Unit Titles Act 1972)

Part I - Rules Applying to All Units

1. **Personal Property**
 - 1.01 The body corporate shall be entitled to purchase hire or otherwise acquire or dispose of personal property for the use of the proprietors in connection with their enjoyment of the common property.
2. **Residential Use**
 - 2.01 The use of any unit for any purpose other than residence is prohibited without prior consent of the body corporate which consent may at any time and from time to time be revoked or varied by the body corporate provided that such power of revocation or variation shall not be unreasonably or arbitrarily exercised.
3. **By-Laws and Regulations**
 - 3.01 For the purpose of carrying out the duties and powers of the body corporate which are contained in any of its rules and/or in the Unit Titles Act 1972 the committee may make such by-laws and regulations as it may deem necessary or desirable from time to time in relation to -
 - (a) the control, management and administration of the units and the common property or any part or parts thereof;
 - (b) the use safety and cleanliness thereof;
 - (c) the conduct of the proprietors and all occupiers and visitors.

All by-laws or regulations made in pursuance of the foregoing provisions shall be deemed to form part of these rules as contained in the Third Schedule and shall have effect accordingly provided however that nothing herein contained shall be deemed to authorise the making of any by-law regulation contrary to the provisions of the Unit Titles Act 1972.
4. **Duties of Proprietor**
 - 4.01 Without limiting the generality of the foregoing clause 3 of these rules a proprietor or occupier of any unit shall not -
 - (a) obstruct or interfere with or disturb or trespass upon the rights of any proprietor or occupier of any other unit in the quiet and uninterrupted occupation and enjoyment of the premises so occupied by him;

do or permit to be done anything whereby any obstruction restriction or hindrance may be caused to the entrances, exits, halls, passages, stairways, or other parts of the common property or to persons lawfully using the same;

- (c) hang or display on or from windows, balconies or other parts of any units in such way as to be visible from the common property laundry, towels, clothing, bedding, or other articles and will not store or place any article or paint the external portion of any unit in such colour or description which the committee resolves may constitute a distraction in any way from the general appearance of the common property or of any building containing or comprising one or more of the units;
- (d) exhibit or put on any part of the outside or inside of any unit any trade business or professional or advertising sign or any notice or nameboard or plate provided that the committee may permit a nameplate of a uniform design and size in respect of each unit or accessory unit;
- (e) play or have in use any musical instrument, stereo, radio, television, washing machine, clothes dryer, waste master, or any other machine at any time of the day or night in such manner as to disturb, irritate, or annoy any occupant in any other unit or the common property and shall immediately cease to operate the same between the hours of 12.01am and 7.00am if requested to do so by the proprietor or occupier of any unit or any manager employed by the body corporate;
- (f) hold any auction sale in any part of the building or common property without the prior written approval of the committee;
- (g) deposit or throw any rubbish, dirt, dust, or other material anywhere except into bins or receptacles provided for this purpose and in accordance with the directions given by the committee from time to time and shall ensure that any refuse is securely wrapped and in the case of tins or other containers completely drained of liquids or adequately stoppered;
- (h) use or store in or upon his unit or 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 amount of liquids gases or other materials used or intended to be used for domestic purposes or which are stored as fuel in the fuel tank of a motor vehicle or other internal combustion engine;
- (i) use for any purpose other than that for which they were constructed any water closet or other water apparatus or put therein any sweepings rubbish rags or other unsuitable substance;
- (j) waste any water or fail to ensure that any water taps in his unit or the common property are properly turned off after use by him;
- (k) employ any contractor or workman -
 - (i) for the purpose of repairing altering or making good any part of his unit or any fittings or fixtures therein or services rendered thereto other than contractors or workmen duly appointed or approved by the committee; or
 - (ii) to perform any work in connection therewith except under the supervision and to the satisfaction of the committee which may specify conditions under which the work shall be done provided however that nothing herein shall be deemed to prevent a proprietor from employing his own interior decorator for the purpose only of decorating or redecorating the interior of his unit;
- (l) mark, paint, drive nails or screws or the like into or otherwise damage or deface any structure that forms part of the common property without the prior approval in writing of the committee;
- (m) cut, trim, prune, or damage any lawn, garden, tree, shrub, plant, or flower being part of or situated upon the common property, or use for his own purposes as a garden any portion of the common property save with the consent of the committee;
- (n) store or leave any boat, trailer, boating equipment, or the like on the common property except in any area or areas that may from time to time be designated for that purpose by the committee.

4.02 Without limiting the generality of the foregoing clause 3 of these rules the proprietor and every occupier of any unit shall -

- (a) when upon common property be adequately clothed and not use language or behave in a manner likely to cause offence or embarrassment to another proprietor or to any person lawfully using the common property;
- (b) take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the quiet and uninterrupted occupation and enjoyment by the proprietor or occupier of another unit or any person lawfully using common property, of the premises so occupied by him;
- (c) keep clean all internal and external surfaces of all glass which forms part of the exterior windows of his unit and including so much thereof as forms part of the common property;
- (d) should any notifiable infectious illness transpire in or about his unit give notice thereof in writing to the committee and will thoroughly fumigate the unit at his own expense and to the satisfaction of the local Health Officer.

5. Interval Ownership

5.01 For the purpose of this clause 5 -

- (a) the expression "a unit committed to interval ownership" shall mean any unit owned in common the stratum estate in which has been made the subject of registered leases to each of the owners of an estate or interest in an undivided share

in such stratum estate as lessee thereunder in respect of a stated time period of one or more days (being less than 365 days) occurring on a regular basis for a term of years;

- (b) the expression "Management Committee" shall mean the person or persons who comprise the Management Committee from time to time constituted in accordance with the provisions of Part II of these rules to represent and act for the proprietors of such unit.

5.02 Where notice in writing of the names and addresses of the members of the Management Committee of a unit committed to interval ownership has been served upon the body corporate by the proprietors of that unit, the provisions of this clause shall thereafter apply in respect of that unit and in respect of the proprietors thereof until such time as either the registered proprietors of that unit serve notice on the body corporate of their desire that the provisions of this clause shall cease to apply or that unit ceases to be a unit committed to interval ownership.

5.03 During any period that this clause 5 applies to any unit -

- (a) the provisions of Part II of these Rules shall apply in respect of that unit and in respect of the proprietors thereof;
- (b) the Management Committee of that unit shall serve notice in writing on the body corporate of any resignations from and appointments to that committee together with the address of any such newly appointed members;
- (c) notwithstanding the provisions of clause 23 of the Second Schedule Rules the vote of each proprietor of any unit to which this clause 5 applies shall be exercisable by the Management Committee and the members thereof shall be entitled to appoint one of their number to attend at any or all meetings of the body corporate and/or the committee thereof to exercise such votes. A person so appointed and attending (provided that he shall present to such meeting or meetings written evidence of such appointment signed by the members of such Management Committee or such evidence shall have been served prior to that meeting upon the body corporate) shall be deemed to have been appointed by the proprietors of such unit as their proxy to attend such meeting or meetings and to exercise all voting powers to which they are entitled except to the extent that any contract intention is contained in the aforesaid written evidence of such appointment;
- (d) notwithstanding the provisions of Section 41(3) of the Act where a proprietor is permanently resident outside New Zealand it shall not, solely by reason of his being out of New Zealand, be deemed impracticable to obtain the exercise by him of his power of voting if the name and address of any person authorised by him to vote on his behalf (including any person or persons so authorised by this clause) is known to the body corporate;
- (e) notwithstanding anything to the contrary contained in the Second Schedule Rules any notice to be given to a proprietor in pursuance thereof shall be deemed to be sufficiently given if the same is given in accordance with the provisions of clause 17 thereof to each member of the Management Committee in respect of whom the name and address has been supplied to the body corporate in accordance with the provisions of this clause.

PART II - Rules Applying to Units Committed to Interval Ownership

6. Definitions

- 6.01 The expression "the proprietors" in relation to any unit, means the persons for the time being registered as proprietors of the stratum estate in the unit.
- 6.02 The expression "interval leases" in relation to any unit, means the leases registered against the stratum estate of that unit which are referred to in clause 5.01(a) of these rules.
- 6.03 The expression "common furnishings" in relation to any unit, means the common furnishings as defined in the interval leases relating to the unit.
- 6.04 The expression "the Management Committee" in relation to any unit means -
- (a) its Management Committee constituted under Part II of these rules; or
- (b) in the case of a unit which does not have or fails to elect a Management Committee, the committee of the body corporate.
- 6.05 The expression "the Unit Manager" in relation to any unit, means -
- (a) any person or corporation appointed as Unit Manager by the Management Committee in accordance with the provisions of these rules and of the interval leases; or
- (b) during any period that there shall be no Unit Manager appointed and acting hereunder, the Management Committee as hereinbefore defined.

7. The Management Committee

7.01 Where there are more than three proprietors, the powers and duties of the proprietors -

- (a) under -
- (i) The Unit Titles Act 1972
- (ii) The Second Schedule Rules; and
- (iii) The Third Schedule Rules; and

as lessors under the interval leases, shall be exercised and performed by a Management Committee, subject to any restriction imposed or direction given at a general meeting of the proprietors provided that any expenditure of over \$2,000.00 not being expenditure which the proprietors are obliged by these rules to incur or which they are otherwise legally obliged or previously authorised to incur, shall be referred to a general meeting and if the share of any proprietor in any expenditure that is referred to a general meeting exceeds \$200.00 that expenditure shall not be incurred unless it is approved by at least a three-fourths majority of votes. Notwithstanding the foregoing provisions the amounts of \$2,000.00 and \$200.00 hereinbefore specified shall be deemed to be base figures as at the 1st day of January 1988 and shall be increased by the percentage increase (if any) as defined by the Consumer Price Index (All Groups) issued prior to the date of the making of any such expenditure.

- 7.02 Until the first annual general meeting of the proprietors the committee of the body corporate shall constitute the Management Committee. Thereafter the Management Committee shall consist of such number of proprietors, not being fewer than 3, as is fixed from time to time by the proprietors at an annual general meeting or the committee of the body corporate. During any period that a Unit Manager has been engaged by the Management Committee as hereinafter provided, such Unit Manager shall be ex officio a member of the Management Committee.
- 7.03 The members of the Management Committee (other than the Unit Manager, if any) shall be elected at each annual general meeting, to hold office until the next annual general meeting, provided that, unless the Management Committee consists of the committee of the body corporate, the proprietors may by resolution at an extraordinary general meeting remove any member of the Management Committee (other than the Unit Manager) before the expiration of his term of office and appoint another proprietor in his place to hold office until the next annual general meeting.
- 7.04 Any casual vacancy on the Management Committee may be filled by the remaining members of the Management Committee.
- 7.05 The quorum necessary for the transaction of the business of the Management Committee may be fixed by the Management Committee and, unless so fixed, shall be three provided that until the election of the first members of the Management Committee no quorum shall be necessary.
- 7.06 Except as provided in clause 7.05 of these rules if the number of the members of the Management Committee is reduced below the number that 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 proprietors but for no other purpose.
- 7.07 At meetings of the Management Committee all matters shall be determined by a simple majority. In the case of equality of votes the chairman for the time being of the meeting shall have a casting as well as a deliberative vote.
- 7.08 Subject to any restrictions imposed or direction given at a general meeting, the Management 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 one of its members gives to the other members not less than seven (7) days notice of the meeting proposed by him, specifying the reason for calling the meeting;
 - (b) from time to time elect one of its members to act as convener of the Management Committee;
 - (c) delegate to one or more of its members and/or to any manager employed by it as hereinafter provided such of its powers and duties as it thinks fit, and at any time revoke the delegation;
 - (d) whenever it thinks fit, convene an extraordinary general meeting of the proprietors;
 - (e) employ for and on behalf of the proprietors such manager, agents and servants as it thinks fit in connection with the control, management, administration, use and enjoyment of the unit and the common furnishings, and the exercise and performance of the powers and duties of the proprietors contained in clause 7.01 of these rules and in particular, but without limiting the generality of this clause or any part thereof, the Management Committee may contract with any person or corporation to act as Unit Manager on behalf of the proprietors to undertake the management duties provided for in clause 9 of these rules subject always to the control of the Management Committee and subject to the like control may delegate to such Unit Manager any other powers and duties exercisable by the Management Committee under these rules.
- 7.09 The Management Committee shall -
- (a) keep minutes of its proceedings;
 - (b) cause minutes to be kept of general meetings of the proprietors, and include therein a record of all 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 such income and expenditure is received or incurred;
 - (d) prepare proper accounts relating to all money of the proprietors, and the income and expenditure thereof, and arrange for the accounts of the proprietors for each year to be duly audited by an independent auditor, for a copy of the duly audited annual accounts to be sent to each proprietor before each annual general meeting of the proprietors, and for the duly audited annual accounts to be presented to each annual general meeting of the proprietors;
 - (e) on application by a proprietor or a mortgagee of a proprietor's interest in the 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 at least 25 percent of the total shares of ownership into which the stratum estate of the unit has been divided convene an extraordinary general meeting of the proprietors.

as provided in clause 7.06 of these rules, no act or proceeding of the Management Committee or of any person as a member of the Management Committee shall be invalidated in consequence of there being a vacancy in the number of the Management Committee at the time of that act or proceeding, 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 the Proprietors

- 8.01 A general meeting of the proprietors 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 proprietors shall be held within three months after the constitution of the unit as a unit committed to interval ownership as defined in clause 5.01 of these rules or of the date when the registered proprietor of the unit as at the date of deposit of the unit plan ceases to be able to exercise at least one-third of the total voting rights exercisable by the person or persons who own the stratum estate in the unit at a general meeting, or on the date when the first annual general meeting of the body corporate is due to be held, whichever date shall last occur.
- 8.02 All general meetings of the proprietors other than annual general meetings shall be called "extraordinary general meetings".
- 8.03 All general meetings of the proprietors shall be held at some convenient place on the property to which the unit plan relates or elsewhere in the nearest town thereto or in Christchurch as shall from time to time be determined by the Management Committee and advised in the notice summoning such meeting.
- 8.04 At least fourteen (14) days notice of every general meeting specifying the place, the date, and the hour of the meeting, and the proposed agenda shall be given by the Management Committee (or by the Unit Manager if there is a Unit Manager appointed and acting hereunder) to each of the proprietors who at a meeting of the body corporate would be entitled to exercise a vote in respect of the unit in accordance with the provisions of Section 41 of the Unit Titles Act 1972 provided that accidental omission to give such notice to anyone so entitled shall not invalidate any proceedings at any such meeting. Any such meeting may be conducted as part of a general meeting of the body corporate if the Management Committee so determines, in which case no separate general meeting of the proprietors need be held and the general meetings of the body corporate held pursuant to Clause 14 of the Second Schedule rules shall be deemed also to be meetings of the proprietors of the unit.
- 8.05 Any notice required to be given under clause 8.04 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 Management Committee in writing that he requires notices sent to him by post to be sent by registered post, a notice thereafter sent to him by post shall not be sufficiently given unless it is sent by registered post.
- 8.06 At a general meeting of the proprietors, the persons registered as proprietors of not less than one-third of the total shares of ownership into which the stratum estate of the unit has been divided shall constitute a quorum.
- 8.07 Save as otherwise provided in these rules so business shall be transferred at any general meeting of the proprietors unless a quorum is present at the time.
- 8.08 If within half an hour from the time appointed for a general meeting of the proprietors 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.
- 8.09 At a general meeting of the proprietors the chairman shall be the convener of the Management Committee or if no such convener has been appointed and is present at such meeting and willing to act then the Unit Manager if there is a Unit Manager appointed and acting hereunder but if neither of such persons are present and willing to act, then a chairman shall be elected at the commencement of the meeting by those present.
- 8.10 Save as otherwise provided by the Unit Titles Act 1972 or these rules, all matters at a general meeting of the proprietors 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 have a casting vote as well as a deliberative vote.
- 8.11 Subject to the provisions of Section 41 of the Unit Titles Act 1972, at any general meeting of the proprietors where a unanimous resolution is required each person who is a proprietor shall be entitled to exercise one vote. In all other cases one vote only shall be exercised in respect of each share of ownership into which a stratum estate in the unit has been divided and for which a separate Certificate of Title has been issued.
- 8.12 At any meeting of the proprietors 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.
- 8.13 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 of proportion of votes recorded for or against the resolution.
- 8.14 Any vote to be cast at a general meeting of the proprietors may be exercised personally or by proxy. Where 2 or more persons are jointly entitled to exercise 1 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 1 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.
- 8.15 Where a poll is demanded or a special resolution is before the meeting, each person is entitled to vote shall have one vote for each share of ownership in the stratum estate of which the person or persons exercising the vote is registered as proprietor. In all other cases each person entitled to vote shall have only one vote.

- 8.16 Except where a unanimous resolution is required, a power of voting shall not be exercised unless all amounts accrued due and payable under the Unit Titles Act 1972 or these rules to the body corporate and to the Management Committee have been duly paid.
- 8.17 If there is no elected Management Committee, the responsibility for the matters set out in clause 7.09 of these rules except paragraph (a) and the powers given to the Management Committee by clause 7.08 of these rules except paragraph (a), shall be those of the committee of the body corporate and, unless the context otherwise requires, every reference in these rules to the Management Committee shall be read as a reference to the committee of the body corporate.
- 8.18 A secretary (who may also be any Unit Manager engaged by the Management Committee) shall be appointed by the proprietors at their first annual general meeting for such term, at such remuneration, and upon such conditions as they may approve and any secretary so appointed may be removed by the proprietors, 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.
- 8.19 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 proprietors and to carry out such other functions as may from time to time be delegated to him by the proprietors.
- 8.20 For the purposes of these rules a special resolution means a resolution proposed at a general meeting of the proprietors of which at least 14 days notice specifying the intention to propose the resolution as a special resolution has been given.
- 8.21 Where a resolution is proposed as a special resolution, the vote of the meeting shall be taken in the same way as if it has 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 not less than three-fourths of the persons entitled to exercise a vote holding in the aggregate not less than three-fourths of the votes exercisable in respect of all the shares of ownership in the stratum estate vote in favour of it.
- 8.22 Notwithstanding anything to the contrary in these rules contained anything that may be done by the proprietors by resolution or special resolution passed at a meeting of the proprietors may be done by the proprietors in the same manner or by resolution passed, without a meeting or any previous notice being required, by means of an entry in the Minute Book kept by or on behalf of the proprietors signed by each proprietor. It shall not be necessary for the proprietors to hold an annual general meeting if everything required to be done at that meeting by resolution or special resolution is, within the time required for the holding of that meeting, done by means of an entry in their Minute Book in the manner hereinbefore provided. Any such entry may be signed on behalf of a proprietor by his agent duly authorised in writing. For the purposes of this rule a memorandum passed or otherwise permanently affixed in the Minute Book and purporting to have been signed for the purpose of becoming an entry therein shall be deemed to be an entry accordingly, and any such entry may consist of several documents in like form, each signed by or on behalf of one or more proprietors. For the purposes of this clause the term "proprietor" shall mean and include each proprietor and/or other person having the right to vote.
- 9.0 The Unit Manager
- 9.01 Where a Unit Manager has been appointed by the Management Committee to represent the proprietors and to undertake the management of their interests under these rules and under the Second Schedule Rules and the Interval Leases and the management of the unit then subject always to the control of the Management Committee the management of the interests of the proprietors, the maintenance and/or repair of the unit, the acquisition maintenance repair and replacement of the common furnishings, and the administration of the affairs of the lessees under the Interval Leases with respect to the use of the unit, occupancy of the unit, and payment of costs and expenses as set forth in Clause 2 of the Interval Leases, shall be under the direction and control of such Unit Manager.
- 9.02 The Unit Manager so appointed is expressly authorised, in the Unit Manager's discretion and on behalf of the proprietors, to do all or any of the following to the extent not inconsistent with directions given by the management Committee:
- (a)
 - (i) to repair, maintain, repaint, remodel, furnish, or refurnish the unit or any part thereof and in so doing to determine the interior colour scheme, decor, and furnishings thereof, as well as the proper time for the redecoration and/or replacement thereof as the case may be;
 - (ii) to establish reserves for anticipated costs, including the acquisition and replacement of common furnishings;
 - (iii) to acquire and pay for materials supplies furniture furnishings and for services which the Unit Manager deems necessary or proper for the maintenance and operation of the unit.
- The Unit Manager shall not, however, make any discretionary capital expenditure which exceeds available reserves by more than \$2,000.00 without the prior approval for the Management Committee provided however that the said amount of \$2,000.00 shall be deemed to be a base figure as at the 1st day of January 1988 and shall be increased by the percentage increase (if any) as defined in the Consumer Price Index (All Groups) issued prior to the date of making of any such expenditure. The Unit Manager shall have exclusive possession of the unit during the Maintenance Week defined in the Interval Leases and will use his best endeavours to undertake as much as possible of the foregoing works during that period.
- (b) To pay all rates and assessments, including assessments made by or on behalf of the body corporate and other costs and charges affecting the unit; and to discharge contest or protest liens actions or charges affecting the unit.
 - (c) To obtain and pay the cost of recreational privileges and electrical telephone, gas and other utility services for the unit.
 - (d) To adopt from time to time and enforce reasonable rules relating to the possession use and enjoyment of the unit by the lessees thereof.

- (e) To obtain and pay the cost of legal and accounting services necessary or proper in the maintenance and operation of the unit and the enforcement of these rules and/or the Interval Leases on behalf of the lessors.
- (f) To the extent not provided for in insurance policies maintained by the body corporate, to obtain and pay the cost of -
 - (i) insurance covering the unit and common furnishings against loss or damage by fire and other hazards customarily covered under a comprehensive homeowners policy for the full amount available under a replacement policy; and
 - (ii) any other insurance deemed necessary by the Management Committee.
- (g) The policies of insurance shall cover such risks, be written by such insurers, and in such amounts, as the Unit Manager shall deem proper.
 - To exercise on behalf of the proprietors as the registered proprietors of the stratum estate in the unit the voting rights and other membership rights pertaining to the unit in the body corporate. If the notice or agenda for any annual general or extraordinary general meeting of the body corporate is available within sufficient time, the Unit Manager shall promptly notify each proprietor of the items to be discussed and presented at such meeting as shown by the notice or agenda and request that each proprietor indicate in writing to the Unit Manager his preference as to the vote on items disclosed by the notice or agenda. The Unit Manager shall vote in such manner as may be directed by a majority of the proprietors, or in the absence of direction from the Management Committee, shall vote as the Unit Manager deems to be in the best interest of the proprietors. Each proprietor authorises the Unit Manager to act for him at any such meeting and for this purpose shall deliver to the Unit Manager a proxy authorising the Unit Manager to act for such proprietor at any such meeting whenever requested to do so.
 - (h) To do all other acts or things necessary or appropriate to the ordinary and necessary operation and maintenance of the unit as covenanted by the proprietors as lessors under the Interval Leases to be observed performed and fulfilled and including any acts or things necessary to preserve and protect the unit in the event of any emergency.
 - (i) To delegate the authority and responsibilities of Unit Manager hereunder to one or more deputy-managers for such periods and upon such terms as the Unit Manager deems proper.
 - (j) To collect, either in advance of disbursement or following disbursement, if the Unit Manager advances sums in payment of any of the foregoing, each proprietor's and/or lessee's share of the aforesaid costs and any other amounts properly expended by the Unit Manager; to estimate any such expenditure in advance, and to bill the proprietors and/or the lessees under the Interval Leases (as the case may require) accordingly.
 - (k) To take proper steps in the name of and on behalf of the proprietors as lessors to enforce the obligations of any one or more lessees under the Interval Leases.

Part III - General

10. Goods and Services Tax

10.01 Whenever a taxable supply as defined in the Goods and Services Tax Act 1985 is received or receivable by a proprietor upon the basis that payment for such supply will be made by the proprietor to the body corporate or to the Unit Manager of the proprietor's unit, then the proprietor will, at the time when such payment is due, also pay to the Body Corporate or the Unit Manager, as the case may require, any goods and services tax payable on such supply.

UNIVERSITY N.J.

Reg. in Duplicate

11-15 2:47PM 1. 2:57PM 3/1

SRS 19K/189.