



View Instrument Details

Instrument No. 11523077.1
Status Registered
Date & Time Lodged 23 Oct 2019 16:15
Lodged By Douglas, Samuel James Alan
Instrument Type Application for Deposit of Unit Title Plan

Toitu te
Land whenua
Information
New Zealand



Affected Records of Title	Land District
905294	South Auckland
883409	North Auckland
883410	North Auckland
883411	North Auckland
883412	North Auckland
883413	North Auckland
883414	North Auckland
883415	North Auckland
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883504	North Auckland
883505	North Auckland
883506	North Auckland
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883509	North Auckland
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883521	North Auckland
883522	North Auckland
883523	North Auckland
883524	North Auckland
883525	North Auckland
883526	North Auckland
883527	North Auckland
NA126B/855	North Auckland

Annexure Schedule Contains 29 Pages.

Applicant Certifications

I certify that I have the authority to act for the Applicant and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

I certify that the Mortgagee under Mortgage 11024531.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Samuel James Alan Douglas as Applicant Representative on 23/10/2019 03:35 PM

APPLICATION TO DEPOSIT A UNIT PLAN

Section 17 Unit Titles Act 2010

Applicant: Hall ACA Limited Partnership

Unit Plan: LT 534969

Address of Applicant/s: Mellow Business Group, 189 Collingwood Street, Hamilton, 3204, New Zealand

Address for Service of Body Corporate: 15 Osterley Way, Manukau, Auckland 2241

Schedule of Land: 8580 square meters being Lot 2 DP 200081 being all of the land contained in Record of Title NA126B/855 (North Auckland Land Registry).

Application:

1. The applicant is the registered owner of the estate in land comprised in the record of title referred to in the schedule of land.
2. The applicant applies to deposit unit plan 534969 under section 17(2) of the Unit Titles Act 2010 and for the issue of new titles as set out in the Schedule hereto
3. The first body corporate operational rules are set out in the attached notice of body corporate operational rules.

Date: 17/08/19

Signature of applicant: 

Before me:

Full name of witness:

Address of witness:



SAMUEL JAMES ALAN DOUGLAS
BARRISTER AND SOLICITOR
OF THE HIGH COURT
OF NEW ZEALAND
HAMILTON

SCHEDULE

To: Land Information New Zealand

Please issue 119 new Records of Title and one supplementary record sheet for:

Principal Unit 101 Deposited Plan 534969	883409
Accessory Unit 23 Deposited Plan 534969	883409
Principal Unit 102 Deposited Plan 534969	883410
Accessory Unit 22 Deposited Plan 534969	883410
Principal Unit 103 Deposited Plan 534969	883411
Accessory Unit 21 Deposited Plan 534969	883411
Principal Unit 104 Deposited Plan 534969	883412
Accessory Unit 20 Deposited Plan 534969	883412
Principal Unit 105 Deposited Plan 534969	883413
Accessory Unit 24 Deposited Plan 534969	883413
Principal Unit 106 Deposited Plan 534969	883414
Accessory Unit 25 Deposited Plan 534969	883414
Principal Unit 107 Deposited Plan 534969	883415
Accessory Unit 26 Deposited Plan 534969	883415
Principal Unit 108 Deposited Plan 534969	883416
Accessory Unit 27 Deposited Plan 534969	883416
Principal Unit 109 Deposited Plan 534969	883417
Accessory Unit 12 Deposited Plan 534969	883417
Principal Unit 110 Deposited Plan 534969	883418
Accessory Unit 16 Deposited Plan 534969	883418
Principal Unit 111 Deposited Plan 534969	883419
Accessory Unit 13 Deposited Plan 534969	883419
Principal Unit 112 Deposited Plan 534969	883420
Accessory Unit 17 Deposited Plan 534969	883420
Principal Unit 113 Deposited Plan 534969	883421
Accessory Unit 14 Deposited Plan 534969	883421
Principal Unit 114 Deposited Plan 534969	883422
Accessory Unit 18 Deposited Plan 534969	883422
Principal Unit 115 Deposited Plan 534969	883423
Accessory Unit 15 Deposited Plan 534969	883423
Principal Unit 116 Deposited Plan 534969	883424
Accessory Unit 19 Deposited Plan 534969	883424
Principal Unit 117 Deposited Plan 534969	883425
Accessory Unit 101 Deposited Plan 534969	883425
Principal Unit 118 Deposited Plan 534969	883426

Accessory Unit 100 Deposited Plan 534969	883426
Principal Unit 119 Deposited Plan 534969	883427
Accessory Unit 102 Deposited Plan 534969	883427
Principal Unit 120 Deposited Plan 534969	883428
Accessory Unit 99 Deposited Plan 534969	883428
Principal Unit 121 Deposited Plan 534969	883429
Accessory Unit 103 Deposited Plan 534969	883429
Principal Unit 122 Deposited Plan 534969	883430
Accessory Unit 98 Deposited Plan 534969	883430
Principal Unit 123 Deposited Plan 534969	883431
Accessory Unit 104 Deposited Plan 534969	883431
Principal Unit 124 Deposited Plan 534969	883432
Accessory Unit 97 Deposited Plan 534969	883432
Principal Unit 301 Deposited Plan 534969	883433
Accessory Unit 28 Deposited Plan 534969	883433
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Principal Unit 312 Deposited Plan 534969	883444
Accessory Unit 31 Deposited Plan 534969	883444
Principal Unit 313 Deposited Plan 534969	883445
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Principal Unit 314 Deposited Plan 534969	883446
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Principal Unit 315 Deposited Plan 534969	883447

Accessory Unit 109 Deposited Plan 534969	883447
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Accessory Unit 10 Deposited Plan 534969	883451
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Principal Unit 204 Deposited Plan 534969	883454
Accessory Unit 1 Deposited Plan 534969	883454
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Accessory Unit 8 Deposited Plan 534969	883455
Principal Unit 206 Deposited Plan 534969	883456
Accessory Unit 2 Deposited Plan 534969	883456
Principal Unit 207 Deposited Plan 534969	883457
Accessory Unit 7 Deposited Plan 534969	883457
Principal Unit 208 Deposited Plan 534969	883458
Accessory Unit 57 Deposited Plan 534969	883458
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Accessory Unit 87 Deposited Plan 534969	883460
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Principal Unit 212 Deposited Plan 534969	883462
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Accessory Unit 77 Deposited Plan 534969	883463
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Accessory Unit 74 Deposited Plan 534969	883465
Principal Unit 216 Deposited Plan 534969	883466
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Principal Unit 217 Deposited Plan 534969	883467
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Principal Unit 415 Deposited Plan 534969	883486
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Accessory Unit 90 Deposited Plan 534969	883488
Principal Unit 418 Deposited Plan 534969	883489

Accessory Unit 93 Deposited Plan 534969	883489
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Principal Unit 505 Deposited Plan 534969	883497
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Principal Unit 507 Deposited Plan 534969	883499
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Accessory Unit 60 Deposited Plan 534969	883526
Principal Unit 618 Deposited Plan 534969	883527
Accessory Unit 59 Deposited Plan 534969	883527
Supplementary record sheet	905294

Form 14

Notice of Body Corporate Operational Rules
Section 105 Unit Titles Act 2010

Applicant(s): Hall ACA Limited Partnership
Mellow Business Group, 189 Collingwood Street, Hamilton,
3204, New Zealand

Unit plan: LT 534969

Supplementary record sheet: 905294

Notice

The body corporate for the unit title development created by the deposit of the above unit plan will be subject to the operational rules set out in the schedule of body corporate operational rules.

Schedule of body corporate operational rules
See attached

Date:

14/08/19

Signature of applicant:



Before me:

Full name of witness:

Address of witness:



SAMUEL JAMES ALAN DOUGLAS
BARRISTER AND SOLICITOR
OF THE HIGH COURT
OF NEW ZEALAND
HAMILTON



**Rules of Body Corporate No. 534969
(North Auckland Registry)**

69 Hall Avenue, Mangere, Auckland

SCHEDULE OF BODY CORPORATE OPERATIONAL RULES

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

- (a) In these Rules unless the context otherwise requires:

Act means the Unit Titles Act 2010 and includes any statutory modification or re-enactment of that Act.

Authority means any corporation, including any government, local, territorial, statutory or non-statutory authority or body having jurisdiction over the Building and the Land and the Services supplied to the Building and the Land or any part thereof.

Body Corporate means Body Corporate No **534969** (North Auckland Registry) and/or the relevant Committee (as the case may be).

Body Corporate Manager means the Body Corporate administration manager of the Body Corporate (whether incorporated or not) appointed by the Body Corporate from time to time.

Building means the building(s) on the Land at 69 Hall Avenue, Mangere, Auckland.

Building Manager means any manager of the Building (whether incorporated or not) appointed by the Body Corporate from time to time.

Chairperson means the chairperson elected by the Body Corporate from time to time under the Regulations.

Committee means a Body Corporate committee to which the Body Corporate has delegated certain powers or duties pursuant to section 108(1) of the Act.

Common Property means all parts of the Land and/or the Building as shown on the Unit Plan as being the common property and not part of a Unit.

Contractor means any contractor engaged from time to time by the Body Corporate and includes their employees, agents, invitees or licensees.

Developer means Hall ACA Limited Partnership.

Health and Safety Act means the Health and Safety at Work Act 2015.

Land means the land which is the subject of the Unit Plan.

Letting Agent means Investment Portfolio Management Limited Partnership, their successors or their permitted assigns.

Manager means any manager (whether incorporated or not) appointed by the Body Corporate from time to time.

Occupier includes Owner, tenant, licensee, employee, agent or invitee and persons under the control of the same.

Owner has the same meaning in these Rules as it has in the Act and where relevant also includes Occupiers and persons under the control of an Owner or Occupier.

Regulations means the Unit Titles Regulations 2011 and includes any statutory modification or re-enactment of those Regulations.

Rules means these Body Corporate Operational Rules including any modifications subsequently made to them and registered in accordance with the Act from time to time.

Service Contractor has the meaning described in the Act.

Services means services to the Unit Title Development including but without limitation hot and cold water, drainage, sewage and waste water disposal, stormwater drainage, telecommunications, electrical and gas reticulation, air-conditioning or ventilation equipment, grey water reticulation system, grease traps, ground water pump, wastewater pump, stormwater pump, security and fire prevention services and vertical transportation.

Storage Locker means any storage lockers located on the Common Property of the Unit Title Development.

Unit means a principal unit on the Unit Plan and:

- (i) Unless the context otherwise requires, includes all accessory units attached to that unit (if any); and
- (ii) In relation to any Owner means the Unit owned or occupied by that Owner.

Unit Plan means Unit Plan 534969 (North Auckland Land Registry) for both principal units and any accessory units as defined in the Act.

Unit Title Development has the same meaning as in the Act.

1.2 Interpretations:

- (a) Terms defined in the Act and the Regulations have the same meaning in these Rules as they have in the Act and Regulations unless the context otherwise requires.
- (b) These Rules are binding on all registered Owners, Occupiers and mortgagees in possession of a Unit as well as their employees, agents, invitees, licensees, customers, and tenants.

- (c) Words importing the singular or plural include the plural and singular respectively.
- (d) Headings are inserted for the sake convenience and ease of reference only. They do not form part of the text and shall not affect the construction or interpretation of these Rules.

2. COMMON PROPERTY

- 2.1 An Owner must not interfere with the reasonable use or enjoyment of the Common Property by other Owners or obstruct any lawful use of the Common Property by other Owners.
- 2.2 An Owner must not restrict any light or air in any Unit or Common Property, or obstruct or cover any windows, sky lights, lights or other means of illumination of any Unit or Common Property.
- 2.3 An Owner must not damage or deface the Common Property.
- 2.4 An Owner must not drive, operate or use, or permit to be driven, operated or used, any vehicle or machinery on the Common Property of a size and weight that is likely to cause damage to the Common Property and any such damage caused or contributed to shall be paid for by the Owner responsible.
- 2.5 An Owner must not use any facilities contained within the Common Property, or any improvements that form part of the Common Property, for any use other than the use for which those facilities or improvements were designed and must comply with any conditions of use for such facilities (including but not limited to the entering into of any licences, leases or service agreements) or improvements as set by the Body Corporate from time to time.
- 2.6 Any part of the Common Property or any easement area that is used as an entrance or access way to the Building shall not be used by any Owner for any purpose other than for entering or leaving the Building and the Unit Title Development.
- 2.7 An Owner must not do or allow to be done anything that detracts from the amenity value of the Common Property.
- 2.8 The Body Corporate reserves the right to exclude or evict any Owner or other person from areas within the Common Property who in the opinion of the Body Corporate is under the influence of intoxicating liquor, drugs or other substances or who acts in a manner that breaches these Rules or effects the quiet enjoyment of other Owners or occupants. This right may be delegated to a property manager, Building Manager or any other person authorised by the Body Corporate.
- 2.9 The Body Corporate reserves the right to close all or some areas within the Common Property as the Body Corporate considers necessary for security, maintenance or repair purposes.
- 2.10 An Owner must not store or leave anything on the Common Property except in an area or areas that may from time to time be designated for that purpose by the Body Corporate.
- 2.11 An Owner must not use any common area rubbish bin for any household or commercial purposes.

3. VEHICLE PARKING AND BICYCLES

- 3.1 An Owner must not park a vehicle, motorcycle or bicycle or permit a vehicle, motorcycle or bicycle to be parked on any part of the Common Property unless the Body Corporate has either designated it for vehicle, motorcycle or bicycle parking or given its prior written consent to do so.
- 3.2 An Owner must:
- (a) Only use the vehicle park for the purpose of parking vehicles;
 - (b) Ensure the vehicle park is kept tidy and free of litter;
 - (c) Not use the vehicle park, or permit the vehicle park to be used for storage, without the written approval of the Body Corporate; and
 - (d) Ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park.
- 3.3 An Owner must not leave, place or store any bicycle on any of the verandas, terraces or decks or leave, place, store or transport any bicycle in any corridors, lobbies or any part of the Common Property other than in the designated areas.
- 3.4 The Body Corporate may remove a vehicle, motorcycle or bicycle from any part of the Unit Title Development if it considers it is parked in such a manner that it is in breach of these Rules, at the expense of the owner of the vehicle or bicycle concerned, and the Body Corporate shall not be liable for any resulting damage, loss or costs.

Visitor and Contractor Parking

- 3.5 An Owner (as opposed to an invitee of an Owner) must not park in any area designated for visitor's car parking for longer than 30 minutes.
- 3.6 Invitees of an Owner of a Unit will be allowed to park in any area designated for visitor car parking for a maximum stay of no longer than three (3) hours, other than between the hours of 6pm and 7am the following morning and for no more than three (3) consecutive nights.
- 3.7 An Owner may only allow an Owner-employed contractor to park in the visitor's parking area by prior arrangement with the Building Manager.
- 3.8 The Body Corporate may designate an area of the Common Property as short term parking or reserved parking in which case no Owner will use the Common Property in a manner inconsistent with that designation or any rules set by the Body Corporate in relation to their operation.

4. VEHICLES IN GENERAL

- 4.1 An Owner may not undertake any servicing of any vehicle nor wash any vehicle on any part of the Common Property or vehicle access ways.

5. AERIALS, SATELLITE DISHES AND ANTENNAS

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

6. SIGNS, NOTICES, ADVERTISING AND PROMOTION

- 6.1 An Owner shall neither fix nor erect, place or paint any signs or notices to any part of the exterior or interior of the Building, any Unit or on the Common Property or onto any internal part of a Unit so as to be visible from the outside or exterior of the Unit without first obtaining:

- (a) Prior written consent of the Body Corporate, which shall not be arbitrarily or unreasonably withheld or withheld in contravention of any registered easements, rights or interests recorded on the record of title of any Unit;
- (b) Obtaining any relevant Authority approvals and consents; and
- (c) The approval of the Body Corporate (not to be unreasonably withheld) as to position, size, colour and style of sign, but

this clause 6.1 shall not apply to any signage erected by the Developer in respect of the Unit Title Development, or any signage or notice that complies with the operational Rules, any signage erected pursuant to rights secured by any land covenant on any title, and any scheme governing signage and notices established thereunder.

- 6.2 Where any Owner has erected any sign or notice in accordance with Rule 6.1 such Owner shall maintain and clean the sign or notice to the satisfaction of the Body Corporate as and when required by the Body Corporate.
- 6.3 An Owner must not display any goods or services on Common Property or any accessory unit or use the Common Property or any accessory unit for any business, promotional or commercial purpose without the prior written consent of the Body Corporate.
- 6.4 An Owner who arranges an open home viewing of a Unit must ensure that:
- (a) There is a minimum of two viewing real estate agents to ensure that there is controlled access into the Building and lift and controlled viewing of the Unit on the floor of the Unit being viewed;
 - (b) No signage advertising the open home viewing may be affixed to the inside or outside the Unit or any Common Property areas; and
 - (c) No security doors may be blocked or held open during such viewings.

- 6.5 An Owner must not display any temporary or mobile signage, including but not limited to, sandwich boards and portable banners, at any time, on the Common Property without the prior written consent of the Body Corporate, which shall not be arbitrarily or unreasonably withheld.

7. CONTRACTORS AND INTERIOR MAINTENANCE OF UNITS

- 7.1 An Owner of a Unit is responsible for the interior maintenance and decoration of the Owner's unit.
- 7.2 Any works must not interfere or compromise the structural integrity of the Unit or any other Unit or the Building.
- 7.3 An Owner of a Unit who carries out any repair, maintenance, additions, alterations or other such work on a Unit must ensure that any Contractors or other such persons employed by the Owner cause minimum inconvenience to all other Owners and ensure that such work is carried out in a proper workmanlike manner.
- 7.4 Contractors must liaise with the Owner, their Letting Agent and/or the Building Manager or other person appointed by the Body Corporate as to suitable hours of work, storage of building materials and removal of discarded items.
- 7.5 Contractors must liaise with the Building Manager or other person appointed or authorised by the Body Corporate as to the availability of a visitor's car park for their use.
- 7.6 Work areas must be screened for dust and safety in accordance with all building, council and health and safety requirements.
- 7.7 An Owner must pay all costs, charges and expenses for which the Body Corporate becomes liable in consequence of or in connection with the processing of any proposal by that Owner to make any addition or alteration to a Unit or to alter, amend or use services or utilities supplied within the land and buildings.

8. RUBBISH AND PEST CONTROL

- 8.1 An Owner:
- (a) Must not leave rubbish, recycling material, trade refuse or waste, dirt or other material on the Common Property except in areas designated for rubbish collection by the Body Corporate, and where such material is left in a designated rubbish collection area it must not be left in such a way that interferes with the enjoyment of the Common Property by other Owners;
 - (b) Must dispose of rubbish and recycling material promptly, hygienically and tidily using properly secured and sealed rubbish bags and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;
 - (c) Must not burn any rubbish anywhere on the Common Property or in any Unit;
 - (d) Must ensure that their Unit is kept clean at all times and that rubbish, recycling or trade waste is regularly collected from their Unit and not allowed to accumulate;

- (e) Must keep the Unit free of vermin, pests, rodents and insects. If an Owner does not strictly and promptly comply with this Rule the Body Corporate shall be entitled to engage pest exterminators and recover all costs from that Owner; and
- (f) Must comply at all times with the approved rubbish collection and delivery schemes, rules, regulations and/or any other waste management strategies implemented by the Body Corporate from time to time.

8.2 Where there is any breach by an Owner of clause 8.1, then the Owner in breach must pay all costs incurred by the Body Corporate in removing and disposing any rubbish, recycling or trade waste, and remedying any damage caused by the non-removal of the same.

9. CLEANING AND GARDENS

9.1 An Owner must ensure that the Unit and any paved or tiled areas within or attached to the Unit are kept clean, neat and tidy at all times and maintained to an appropriate quality.

9.2 An Owner must not cut, trim, prune or damage any lawn, garden, tree, shrub, plant or flower on the Common Property or use for his/her own purposes as a garden any portion of the Common Property except with the prior written consent of the Body Corporate.

9.3 The use of the Common Property and associated landscaping by an Owner must not interfere with the use and enjoyment of the Unit Title Development by other Owners.

9.4 The Body Corporate shall regularly mow all grassed areas in the Unit Title Development and maintain all gardens and landscapes areas regardless of whether they are Common Property or within the outdoor part of a Unit. The Owner will ensure reasonable access is provided to the Body Corporate (where appropriate) to give effect to this clause.

9.5 The Owner of a Unit shall not remove any grassed area or alter the appearance of any landscaped area that forms part of their Unit without the prior written consent of the Body Corporate, as any such areas within the Unit Title Development provide for a uniform appearance throughout the Unit Title Development.

10. GLASS

10.1 An Owner must keep clean, all glass in windows or doors of a Unit, and replace any cracked or broken glass as soon as possible with glass of the same or better weight, quality and tint.

10.2 An Owner must not alter the windows of their Unit which are visible from the exterior of the Building, in any way such as applying tint, film or any other decoration to the window.

11. USE OF WATER SERVICES

11.1 All things required for the provision of water supply, drainage, wastewater and sewage services to Units or Common Property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, toilets, baths, showers, sinks, dishwashers, washing machines and dryers must only be used for the purpose for which they were designed.

If an Owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence that Owner shall pay for such damage, loss or costs.

- 11.2 An Owner shall not waste water and shall ensure that all taps in the Unit are turned off after use and all leaks are attended to promptly and in a timely manner.

12. WASHING AND DRYING OF CLOTHES

- 12.1 An Owner shall not install or erect any permanent or temporary structure (including clothes horses), fixture or fittings for the drying of clothes or other items on or to the exterior surfaces of the Unit or the Building or within any patio, deck or balcony space of any Unit.

- 12.2 An Owner shall not hang any clothes, washing, bedding, towels or other such items on or from any patio, balcony or deck of any Unit or on any Common Property areas.

13. SECURITY AND VENTILATION EQUIPMENT

- 13.1 An Owner shall comply at all times with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the Unit or in the Common Property.

14. SECURITY OF UNIT AND BUILDINGS

- 14.1 An Owner of a Unit must comply with all security arrangements established by these Rules in respect of access to and general security provisions for the Building and Units encompassing the Unit Title Development and adhering to the security arrangements implemented by the Body Corporate which may, at the discretion of the Body Corporate and any appointed managers, include but not be limited to the following:

- (a) The issue of access keys or cards subject to conditions, including payment of a deposit;
- (b) The right to refuse entry to any person unless the identity of that person is given;
- (c) The right upon receiving a complaint from any person to remove any person from the Building or to refuse entry to any person the Body Corporate considers is or is likely to be a nuisance; and
- (d) The right to enter upon any part of the Building for the purposes of maintaining security.

An Owner of a Unit must:

- (i) Keep their Unit locked, and all doors and windows closed and securely fastened at all times when the Unit is not occupied, and do all things reasonably necessary to protect the Unit from fire, theft or damage;
- (ii) Take all reasonable steps to ensure that any electronic security cards security keys or security codes to a Unit or Common Property are not lost, destroyed or stolen or given to anyone other than an Owner, Occupier or tenant of the Unit to which the security card, security key or security code relates;

- (iii) Not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a Unit or Common Property; and
- (iv) Notify the Body Corporate as soon as reasonably practicable if Rules 14.1(ii) or 14.1(iii) are breached or they become aware of any issue relating to security or the safe operation of any equipment.

14.2 If a security card is lost or broken or needs to be replaced, the Body Corporate and/or the Building Manager may charge a reasonable fee for the issuing of a replacement security card or key or arranging interim access for any Owner.

15. NOISE, BEHAVIOUR AND CONDUCT

15.1 An Owner or persons under their control shall not make or permit any objectionable noises or activities in the Building or on the Common Property nor interfere in any way with the peaceful enjoyment of other Owners or those having business with them or any person lawfully using the Common Property.

15.2 An Owner shall not use any part of the Unit or Common Property to engage in activities that disturb the reasonable enjoyment of the other Owners or Occupiers of the Building.

15.3 An Owner must ensure that all musical instruments, radios, stereo equipment, television sets and such like shall be played and operated so that the sound arising therefrom shall be reasonable and not cause annoyance to other Owners or Occupiers of the Building and without limitation to the general nature hereof the volume of musical instruments, radio, television receivers and stereo equipment or any other electronic device or medium shall be kept as low as possible at all times and shall not be operated in a manner as to be unreasonably audible in any other Unit.

15.4 An Owner must ensure that all their guests and visitors entering or leaving a Unit or any Building between the hours of 10.00pm and 8.00am do so quietly and in a manner that does not disturb the Owners of other Units.

15.5 An Owner shall not make any complaint to any Authority in respect of any activity that is a permitted activity in the district/regional plan, provided such activities are operating in accordance with Authority requirements and in accordance with any restrictions imposed as part of a resource consent.

16. FLOOR COVERINGS

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

17. ANIMALS AND PETS

17.1 Subject to Rules 17.2 and 17.3, an Owner must not bring or keep any animal or pet in any Unit or on the Common Property.

17.2 Notwithstanding rule 17.1, an Owner may keep either one of the following:

- (a) one cat weighing less than 8kgs; or
- (b) one small dog weighing less than 8kgs;

without the prior written consent of the Body Corporate.

17.3 Any pet or animal not included in the list in Rule 17.2 may be considered on a case by case basis on application to the Body Corporate.

17.4 An Owner shall ensure that any animal or pet permitted under Rule 17.2, 17.3 or 17.7 does not cause any noise or disturbance to other Owners or in any way interfere with the quiet enjoyment by any other Owner of their Unit.

17.5 The Body Corporate may upon reasonable grounds consider that the keeping of any animal by an Owner is undesirable and may give written notice to the Owner that the animal is not or no longer permitted in the Unit or Common Property, whereupon the animal must be removed.

17.6 An Owner being granted consent to have any animal or pet must ensure that the animal or pet is kept within the Owner's Unit at all times, apart from ingress or egress on Common Property and without limiting the provisions of this Rule, all dogs must at all times while outside of the Unit be kept on a leash and, if required from time to time by the Body Corporate, be muzzled.

17.7 Notwithstanding rule 17.1 any Owner who relies on a guide, hearing or assistance dog may bring or keep such a dog in a Unit, and may bring such a dog onto the Common Property.

17.8 The Owner of any animal or pet permitted under Rule 17.2, 17.3 or 17.7 must ensure that any part of a Unit or the Common Property that is soiled or damaged by the animal is promptly cleaned or repaired at the cost of the Owner and that animal waste matter must not cause any breach of rubbish or pest control rules.

18. MOVING AND INSTALLING HEAVY OBJECTS

18.1 An Owner shall not, without the prior written consent of the Body Corporate, bring onto or through any Unit or the Common Property any object of such weight, size, nature or description that could impose upon any Unit or the Common Property any stress, strain or weight likely to cause any damage, weakness, movement or structural defect to any Unit or the Common Property or any part of it. All damage done to any Unit or the Common Property by installing, moving or removing heavy objects shall be made good and paid for by the Owner who or whose agent caused or contributed towards the damage.

19. BALCONIES, DECKS, PATIOS AND OUTLETS

19.1 An Owner must not use their balcony, deck or patio or permit their balcony, deck or patio to be used for storage and must not store any items on their balcony deck or patio whatsoever other than non-combustible outdoor furniture such as galvanised steel or aluminium and ensure their balcony, deck or patio is kept clean and tidy at all times.

- 19.2 An Owner must not use or permit to be used any cooking apparatus including but not limited to a barbeque, smoker, grill, outdoor oven or gas cooker on their balcony, deck or patio unless the Owner has sought prior written consent from the Body Corporate.
- 19.3 An Owner must not use or permit to be used any heating apparatus including but not limited to a patio heater, gas heater, gas fire, fire pit, brazier or chimenea on their balcony, deck or patio unless the Owner has obtained prior written consent from the Body Corporate.
- 19.4 An Owner must ensure their balcony, deck or patio is kept open at all times and shall not enclose their patio, deck or balcony or any part of it nor hang any blinds, sheeting, curtains, awnings, screens or shields to the exterior area of any patio, deck or balcony unless the Owner has sought prior written consent from the Body Corporate.
- 19.5 An Owner must ensure any drain located on the balcony or deck can function as it was designed and ensure it drains correctly and does not become obstructed or blocked.
- 19.6 Upon becoming aware of any damage or defect in the balcony, deck or patio drain or upon that balcony, deck or patio drain becoming obstructed or blocked an Owner must immediately notify the Body Corporate. If an Owner causes or permits any damage, loss or costs to be incurred then that Owner shall pay for such damage, loss or costs.
- 19.7 An Owner of a Unit must not install any air conditioning or heat pump unit to the exterior of their Unit nor place any part of any air conditioning or heat pump unit on the balcony, deck or patio of their Unit without the prior written approval on placement and positioning of such an air conditioning or heat pump unit from the Body Corporate.

20. MAIL COLLECTION

- 20.1 An Owner must only use any area designated for mail collection for the purpose of mail collection and shall ensure that the security of such area is maintained at all times.

20.2

21. HAZARDS, INSURANCE AND FIRE SAFETY

- 21.1 An Owner must not bring onto, use, store or do anything in a Unit or any part of the Common Property including any Storage Lockers or accessory units that:
- (a) Increases the premium on or is in breach of any Body Corporate insurance policy; or
 - (b) Is in breach of any enactment relating to fire, insurance, hazardous substances or dangerous goods; or
 - (c) Or any requirements of any Authority; or
 - (d) Creates a hazard of any kind; or
 - (e) Affects the operation of fire safety devices and equipment or reduces the level of fire safety in the Building.

21.2 An Owner must not do anything which shall make void or voidable any policy of insurance affected by the Body Corporate nor do anything which shall make any additional premium payable for any policy of insurance affected by the Body Corporate without first obtaining the prior written consent of the Body Corporate and paying to the Body Corporate the amount of any such additional premium.

21.3 An Owner shall not do or permit anything to be done in or bring or keep anything in their Unit, the Common Property or in the Unit Title Development which is of an offensive, noxious, illegal or dangerous nature.

22. EMERGENCY EVACUATION DRILLS AND PROCEDURES, FIRE CALLOUTS AND FALSE ALARMS

22.1 An Owner must cooperate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.

22.2 An Owner must not block any fire doors, and more specifically must not hold open any fire doors except when it is necessary for access, ingress and egress.

22.3 An Owner must not interfere with any fire alarms or emergency equipment in the Building and must ensure that the fire alarms in the Building are not improperly activated and that no false alarms are activated or caused by the actions or omissions of an Owner. The Owner responsible for the improperly activated or false alarm must pay all costs, charges and expenses for which the Body Corporate shall become liable for in connection with the improperly activated or false alarm. In the event there is a dispute as to the cause of the improperly activated or false alarm or who is responsible for the same then the Body Corporate shall be entitled to rely on the advice of a representative of the New Zealand Fire Service.

22.4 The Body Corporate may require Owners to perform fire drills and observe all necessary and proper emergency evacuation procedures. Owners must cooperate with the Body Corporate in observing and performing such fire drills and procedures.

23. NOTICE OF DAMAGE, DEFECTS, ACCIDENTS OR INJURY

23.1 Upon becoming aware of any damage or defect in any part of the Building or Unit Title Development, including its Services, or any accident or injury to any person in the unit Title Development, an Owner must immediately notify the Body Corporate. Any cost to repair any such damage or defect shall be paid by the Owner that caused or permitted the damage or defect.

24. LEASING A UNIT

24.1 An Owner must provide a full copy of these Rules and a full copy of all future amendments to these Rules to any tenant or Occupier of the Unit and ensure that any lease agreement requires compliance by any Occupier with these Rules, including where possible entering into a suitable record of covenant with such tenant or Occupier to comply with these Rules.

24.2 An Owner must provide the Body Corporate with written notice of the full name, landline telephone number, mobile telephone number, email address and address for service for the purposes of the Act for the Owner, or their agent, and for all tenants or Occupiers of the Unit.

24.3 An Owner must inform any tenant or Occupier of the Unit that the mode of service under the Act is by email, and the Owner must provide the Body Corporate with written notice of the email address for service for the tenants or Occupiers of the Unit and the email address for service for the Owner.

24.4 An Owner must promptly notify the Body Corporate in writing of any changes to the details in Rules 24.2 and 24.3.

25. DUTIES OF OWNER AND RESTRICTION ON USE OF UNITS

25.1 Each Owner must indemnify and hold harmless the Body Corporate from and against all actions, claims, demands, losses, damages, costs and expenses (including all legal fees and disbursements on a solicitor-client basis) for which the Body Corporate will, shall or may be or become liable in respect of or arising any act or omission of an Owner including without limitation from:

- (a) Negligent use, waste or abuse by that Owner or any person claiming under them of any water (hot or cold), gas, electricity, oil, lighting or other Services, systems, facilities or utilities in the Building or Unit Title Development;
- (b) Overflow or leakage of water in or upon the Building or Unit Title Development and caused or contributed to by any act or omission on the part of that Owner or any person claiming under them;
- (c) Any loss, damage, accident or injury to any persons or property from any cause whatsoever, caused or contributed to by an Owner or the use of their Unit or part of their Unit by the Owner or by any person claiming under them, or by the condition of their Unit or any part thereof to the fullest extent permitted by law and from all liability which may arise in respect of any accident, damage or injury so occurring;
- (d) Any loss or damage to persons or property from any cause whatsoever caused, occasioned or contributed to by any act, omission, neglect, breach or default on the part of that Owner or a person claiming under them;
- (e) A failure to comply with the requirements of the Resource Management Act 1991 and the Building Act 2004, the Health and Safety at Work Act 2015, and with the lawful requirements of any Authority (including compliance with notices issued and with enforcement orders made) or with the provisions of any district plan or district rules relating to their Unit or the use of it; and
- (f) Loss or damage caused by an Owner's breach of the Act or a breach of these Rules.

25.2 An Owner of a Unit must:

- (a) Pay all costs, charges and expenses for which the Body Corporate shall become liable in consequence of or in connection with the processing of any proposal by that Owner to make any addition or alteration to their Unit or to alter, amend or use Services or utilities supplied with the Unit Title Development;

- (b) Only make additions or alterations to their Unit in accordance with the Act and meeting all requirements of any Authority, and where applicable, these Rules;
- (c) Not make additions or alterations to Common Property including any alteration to installations to Services or to any Building elements or infrastructure;
- (d) Not make alterations to the colour scheme or appearance of the exterior of their Unit, alter any grassed, paved, tiled or sealed areas or erect any fences, without first obtaining the consent, in writing, of the Body Corporate, such consent to be given at the Body Corporate's absolute discretion;
- (e) Maintain their Unit in good repair to ensure no damage or harm, whether physical, economic or otherwise is, or could be caused to any Building elements, infrastructure, the Common Property or any other Unit in the Unit Title Development;
- (f) Not access or permit anybody to have access onto the roof of the Building for any reason whatsoever without first obtaining the prior written consent of the Body Corporate;
- (g) Observe and perform and ensure observance and performance with all covenants and conditions contained in any resource consent, encumbrance, easement, consent notice or land covenant affecting the Unit, the Common Property, the Building or the Unit Title Development;
- (h) Not use audio visual equipment, amplifiers or loudhailers on the Common Property, if likely to cause a nuisance;
- (i) Not solicit or permit its employees, agents or any person under its control to solicit business in the Common Property, without first obtaining the prior written consent of the Body Corporate;
- (j) Not distribute or permit to be distributed handbills, pamphlets or other advertising material in the Building or within the Unit Title Development, without first obtaining the prior written consent of the Body Corporate;
- (k) Not allow any charitable or other organisation to hold functions or solicit donations in the Common Property without first obtaining the written consent of the Body Corporate, such consent to be given at the absolute discretion of the Body Corporate;
- (l) Where the name of the Building is to be used on stationary, advertising or other publication or communication the Owner must ensure that the full and proper name of the Building as advised by the Body Corporate is used;
- (m) Not hang internal curtains, blinds or window coverings visible from the outside of the Building unless the backing of the curtains, blinds or window coverings are of such design and quality which complies in all respects with any design guidelines implemented by the Body Corporate;
- (n) Not erect, install or affix any shutters, blinds or awnings to the exterior of their Unit;

- (o) Not put or allow to be put a "key box" on any part of the Common Property or Building or on the Unit Title Development for the purpose of any access, selling or letting of a Unit;
- (p) If the Owner is deemed to be a duty holder under the Health and Safety Act, they must comply with all applicable duties and obligations under that Act with reasonable care, due diligence and skill including but not limited to ensuring as far as is reasonably practicable the health and safety of everybody who works or anybody who could be or is affected by work in the Owner's Unit and for implementing safe systems of work and providing adequate facilities for the welfare of any Contractors including monitoring the health of Contractors and condition of the Unit so as to prevent injury or illness and ensuring the health and safety of Contractors.

25.3 An Owner of a Unit shall not use or permit their Unit to be used for any purpose other than residential accommodation. If an Owner or Occupier wishes to use a Unit for other purposes, it shall first obtain the prior written consent of the Body Corporate, provided always that the predominant use of such Unit remains residential. If consent is given, that consent may at any time be withdrawn, revoked or modified with or without the imposition of any conditions required by the Body Corporate.

25.4 An Owner of a Unit shall not use or permit their Unit to be used for any noxious, noisome or offensive act, trade or occupation, brothel, massage parlour, escort agency or similar, any illegal purpose, or amusement arcade.

25.5 An Owner or Occupier of a Unit must not conduct any commercial activity from the Unit (including any accessory unit) or store in the Unit any plant or equipment used for commercial activities, without the express consent of the Body Corporate.

25.6 An Owner shall not permit a use that is illegal, noisome, hazardous, noxious, non-compliant with local authority requirements or may be injurious to the Owners or Occupiers of Units or to the reputation of the Unit Title Development, or which may interfere with the general management of the Building or the Unit Title Development.

25.7 Each Owner acknowledges that any costs incurred by the Body Corporate in meeting its obligations under any interests registered against the Land the unit and/or the supplementary record sheet shall, except to the extent caused by a default of an Owner, be levied to Owners in accordance with their utility interest or ownership interest as applicable.

26. POWERS AND DUTIES OF THE BODY CORPORATE

26.1 The Body Corporate may settle and approve design and signage schemes (including but not limited to colour) for the exterior of the Building and for signs to be erected or painted on the exterior of the Unit Title Development, the Units, and on or within the Common Property.

26.2 The Body Corporate may remove any signage erected in breach of these Rules and dispose of the same without being liable for any compensation or damages.

26.3 The Body Corporate may appoint a Building Manager and delegate such of its powers as it is entitled to delegate under the Act to the Building Manager so appointed upon and subject to such terms and conditions as the Body Corporate considers appropriate.

- 26.4 The Body Corporate is authorised to do all things and sign all documents necessary or required in order to ensure observance and performance by an Owner and the Body Corporate with all covenants and conditions contained in any resource consent, encumbrance, easement, consent notice or land covenant affecting the Unit, the Common Property, the Building or unit Title Development.
- 26.5 The Body Corporate is authorised to exclude or evict from the Building any person who in the opinion of the Body Corporate is under the influence of intoxicating liquor or drugs or who in any manner wilfully does any act in violation of these Rules or who is in the opinion of the Body Corporate a nuisance or a threat to other Owners or people within the Building or who commits or is suspected of committing an offence whether charged or convicted. otherwise.
- 26.6 The Body Corporate must arrange for the administration and maintenance of the common private wastewater drainage systems, stormwater drainage systems, water supply and common access at such regular intervals as determined by the Body Corporate. The Body Corporate shall arrange for all water and gas "check meters" (as applicable) to be read not less than at quarterly intervals per annum.
- 26.7 The Body Corporate must not allow an Owner or any person to sleep or reside on or in the Common Property.
- 26.8 The Body Corporate shall comply with all applicable duties and obligations it has under the Health and Safety Act with reasonable care, due diligence and skill including but not limited to:
- (a) Ensuring as far as is reasonably practicable the health and safety of everybody who works or anybody who could be or is affected by work in the Unit Title Development and for implementing safe systems of work and providing adequate facilities for the welfare of any Contractors including monitoring the health of Contractors and conditions of the Unit Title Development so as to prevent injury or illness and ensuring the health and safety of Contractors; and
 - (b) Ensuring the Common Property, and the means of entering and exiting the Common Property are without risks to the health and safety of any person; and
 - (c) Ensuring that any plant, fixtures, fittings and structures which are used in the Common Property (and are under the control or management of the Body Corporate) are without risks to the health and safety of any person including provision, maintenance, safe use and handling of plant, substances and structures and providing Contractors with any necessary information, training, instruction or supervision to protect their health and safety.
- 26.9 The Body Corporate must establish and maintain a health and safety compliance manual in accordance with the Health and Safety Act for the Unit Title Development.
- 26.10 The Body Corporate must notify a "Notifiable Event" (as defined in the Health and Safety Act) to WorkSafe New Zealand as soon as possible after becoming aware that a Notifiable Event has occurred.

- 26.11 Any expenditure over \$25,000.00 plus GST (if any) not being expenditure which the Body Corporate is legally obliged or previously authorised to incur, must be referred to a general meeting.

27. SMOKE-FREE ENVIRONMENT

- 27.1 An Owner must not smoke or deposit cigarette butts in or on any part of the Common Property.

28. COSTS

- 28.1 Where any Owners breach any of these Rules or any obligations arising out of the Act or defaults on payment of any levy struck by the Body Corporate or on any other payment due to the Body Corporate including any payment due to be paid to the Body Corporate under a land covenant registered against a Unit, then that Owner shall be liable to the Body Corporate for all costs, penalties, charges, interest, secretarial, administrative or other charges including solicitor-client costs which the Body Corporate incurs either as a direct or incidental consequence of the Owner's default, described in these Rules (Costs) and for the purposes of this rule, the registered Owner of the Unit shall be liable for any breach of the type contemplated by this Rule 28.1 by any guest, licensee, tenant, or Occupier of or to the unit. For the purposes of this Rule 28.1, reference to "Owners" includes all categories of persons.

- 28.2 Where the Body Corporate has incurred Costs and an Owner or agent of an Owner makes any payment whatsoever to the Body Corporate then notwithstanding any purported direction by that person for the application of such payment, the Body Corporate may in its sole discretion apply that payment towards any outstanding levy or Costs.

29. MATTERS TO BE DIRECTED TO THE BUILDING MANAGER, CHAIRPERSON, COMMITTEE OR SERVICE CONTRACTOR

- 29.1 All notifications and requests for consideration of any particular matter are to be referred to the Building Manager, Chairperson, relevant Committee or relevant Service Contractor (as the case may be) as may be appointed from time to time by the Body Corporate. An Owner shall not directly instruct any Service Contractor.

30. APPOINTMENT OF MANAGERS

- 30.1 The Body Corporate may engage a Building Manager to manage the Unit Title Development and Units, and a Body Corporate Manager to manage the affairs of the Body Corporate, on industry standard terms and conditions, and in doing so grant the Building Manager the right to:

- (a) Operate an onsite building management office and service for the Building(s) and Units;
- (b) Repair, clean, repaint, redecorate, renew and maintain any Unit that constitutes part of the Unit Title Development and invoice the Owner of such a Unit for any fees, costs or expenditure incurred by the Body Corporate in relation thereto.
- (c) Appoint and enter into an agreement with an entity to provide for the management, control and administration of the Building or any part of the Building on such terms

and conditions, for such period and at such remuneration as may be agreed with each person and to delegate to such person or part of its responsibilities, powers and rights as it considers necessary to enable such person or entity to perform its duties effectively. Such Building Manager's Agreement may provide for:

- (i) Rights and obligations for a term of up to 10 years with 3 options in favour of the Building Manager for renewal of up to 10 years each option;
- (ii) The cleaning, caretaking, security, supervision and service of the Common Property, the Building elements and personal property vested into the Body Corporate, and for the general peer, maintenance, renewal and replacement of that property;
- (iii) The provision of Services to Owners pursuant to these Rules;
- (iv) The supervision of any Contractors and employees of the Body Corporate;
- (v) The control, security and supervision of the Common Property;
- (vi) The maintenance of all Services to the Building and Unit Title Development;
- (vii) The Building Manager to provide space and access for the a letting and property management service for those Owners of Units who use that service pursuant to the letting covenant; and
- (viii) Anything else which the Body Corporate resolves is necessary or desirable having regard to the management and operational requirements of the Building and/or Unit Title Development.

30.2 An Owner shall not interfere or obstruct the Building Manager from performing the Building Manager's duties or interfere with or obstruct the Building Manager from using any Unit, or part of the Building, including any part of the Common Property designated by the Body Corporate for use by the Building Manager.

30.3 The Building Manager or designated person must oversee trade work including any work being carried out by any Contractors for or on behalf of the Body Corporate.

30.4 Only tradesmen and respective companies approved by the Body Corporate and/or Building Manager are to be granted access to the Building to carryout repairs to the Building, including the Common Property.

30.5 Notwithstanding any other rule contained in these Rules, the Body Corporate may (at its option) lease a Unit or procure the use of a Unit from an Owner for use by the Building Manager to oversee and manage the overall management and running of the Building and observance of the Rules.

31. CONTRACTING OF ADMINISTRATIVE FUNCTIONS

31.1 Without limiting its powers or duties under the Act or the Regulations, the Body Corporate may by ordinary resolution of the Body Corporate appoint a Service Contractor under a Service

Contract for the purposes of providing administrative assistance to the Body Corporate, Chairperson and/or relevant Committee to carry out the functions of the Body Corporate, Chairperson and/or relevant Committee provided that such Service Contract shall be limited to the provision of administrative assistance only and shall not amount to a delegation of any duties and powers under the Act or Regulations and provided further that any such Service Contract shall be for a reasonable term on industry standard terms and conditions. For the avoidance of doubt, a Service Contract may be renewed or extended by ordinary resolution of the Body Corporate.

32. STORAGE LOCKERS

- 32.1 Storage lockers, if any, on any Common Property of the Unit Title Development, will be allocated to Owners of Units by the Body Corporate at and in the Body Corporate's sole discretion.
- 32.2 An Owner must not make any alterations to any existing Storage Lockers or construct a new storage locker on the Common Property or in the Unit Title Development.

33. INVALIDITY SAVING

- 33.1 If it should be determined that a rule or rules contained in these Rules is or are invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regarding to an invalid, void or unenforceable provision are and will continue to be of full force and effect in accordance with their terms.

34. ALLOW ACCESS

- 34.1 Without limiting the obligations and responsibilities of an Owner as set out in these Rules and the Act, each Owner must:
- (a) Permit the Body Corporate (or its agents or Contractors) at all reasonable times (except in the case of emergency when entry can be at any time) to enter into and upon their Unit (including the balcony, patio and/or deck) for any purpose including without limitation:
 - (i) Viewing the condition of the Unit;
 - (ii) To access, repair, maintain, replace, repaint, redecorate, renew and keep clean any Building elements, infrastructure, Services, Common Property and exterior of the Building;
 - (iii) To access, repair, maintain, replace, repaint, redecorate, renew and keep clean any signs, chattels, fixtures and fittings including, but not limited to base plates, davit bases, davit arms, anchor points, abseil rails, access ladder brackets and other apparatus or systems used, or intended, adapted or designed for use, in connection with the Unit Title Development, any other Unit or with the Common Property or the enjoyment thereof;
 - (iv) To investigate the cause of and/or deactivating any security alarm, fire alarm or other loud noise generating device sounding in the Unit;

- (v) Accessing any plant room in carrying out surface works and/or maintenance in respect of the Building;
- (vi) Ensuring compliance with any easement, covenant, encumbrance or interest registered against the computer freehold register for the Land, the unit and/or the supplementary record sheet;
- (b) Not damage, deface, interfere or obstruct or permit any damage, defacement, interference or obstruction to any fixtures or fittings located in their Unit (including on their balcony or deck) or on the Common Property including but not limited to base plates, davit bases, davit arms, anchor points, abseil rails and access ladder brackets and must ensure that they can function in the manner they were designed to.

35. DEVELOPERS USE OF UNITS

35.1 Notwithstanding anything else in these Rules, while the Developer or any related party is the Owner of any Unit(s):

- (a) It may use such Unit(s) for display purposes;
- (b) It may allow prospective purchasers of the Unit(s) to inspect such display Unit(s); and
- (c) It may use such signs, advertising or display material in or about the display Unit(s) and Common Property as it thinks fit.