

View Instrument Details



Instrument No 11783569.4
Status Registered
Date & Time Lodged 28 August 2020 18:34
Lodged By McAuley, Beth
Instrument Type Application for Deposit of Unit Title Plan



Affected Records of Title	Land District
NA57D/1393	North Auckland
927109	North Auckland
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Annexure Schedule Contains 22 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 11472388.1 has consented to this transaction and I hold that consent

I certify that the Encumbrancee under Encumbrance 11783569.1 has consented to this transaction and I hold that consent

I certify that the Encumbrancee under Encumbrance 11783569.2 has consented to this transaction and I hold that consent

Signature

Signed by Beth McAuley as Applicant Representative on 28/08/2020 03:33 PM

***** End of Report *****

Application to Deposit Unit Plan

Sections 17, 21, 24, 30 and 68, and subpart 3 of Part 4, Unit Titles Act 2010

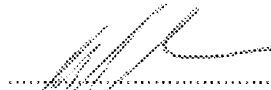
Applicant: TMF Waikumete Limited
Unit plan: 531007
Address for service: 74 St Georges Bay Road, Parnell, Auckland
Schedule of land: NA57D/1393


Application

- 1 The applicant is the registered proprietor of the estate in land comprised in the record of title referred to in the schedule of land.
- 2 The applicant applies to deposit the **attached** unit plan under section 17 of the Unit Titles Act 2010.
- 3 The first body corporate operational rules are set out in the attached notice of body corporate operational rules.

Date: 28 August 2020

Signed for and on behalf of TMF Waikumete Limited as applicant, in the presence of:


.....
Director


.....
Witness signature

.....
Full name (please print) **ZELIKA STRBAC**

.....
Occupation (please print) **SOLICITOR**

.....
Occupation (please print) **AUCKLAND**

.....
Address (please print)

Annexure Schedule
Application to Deposit Unit Plan

Principal Unit	Accessory Unit	Deposited Plan	Record of Title
Principal Unit 001	Accessory Units 001A and 001B	531007	927109
Principal Unit 002	Accessory Units 002A, 002B and 83C	531007	927110
Principal Unit 003	Accessory Units 003A, 003B and 85C	531007	927111
Principal Unit 004	Accessory Units 004A and 004B	531007	927112
Principal Unit 005	Accessory Units 005A and 005B	531007	927113
Principal Unit 006	Accessory Units 006A and 006B	531007	927114
Principal Unit 007		531007	927115
Principal Unit 008		531007	927116
Principal Unit 101	Accessory Units 101A, 101B, 28C and 10L	531007	927118
Principal Unit 102	Accessory Unit 102A	531007	927119
Principal Unit 103	Accessory Units 103A and 36C	531007	927120
Principal Unit 104	Accessory Units 104A and 35C	531007	927121
Principal Unit 105	Accessory Units 105A and 42C	531007	927122
Principal Unit 106	Accessory Unit 106A	531007	927123
Principal Unit 201	Accessory Units 201A, 48C, 112C and 08L	531007	927124
Principal Unit 202	Accessory Units 202A and 03C	531007	927125
Principal Unit 203	Accessory Units 203A and 40C	531007	927126

Principal Unit 204	Accessory Units 204A and 37C	531007	927127
Principal Unit 205	Accessory Units 205A and 41C	531007	927128
Principal Unit 206	Accessory Unit 206A	531007	927129
Principal Unit 207	Accessory Unit 207A	531007	927130
Principal Unit 208	Accessory Unit 208A	531007	927131
Principal Unit 209	Accessory Unit 209A	531007	927132
Principal Unit 210	Accessory Units 210A, 01C, 02C, 04C, 05C, 06C, 07C, 08C, 09C, 10C, 11C, 12C, 13C, 14C, 15C, 18C, 19C, 20C, 21C, 22C, 23C, 24C, 25C, 26C, 29C, 38C, 39C, 62C, 79C, 80C, 81C, 82C, 84C, 86C, 87C, 88C, 89C, 90C, 91C, 92C, 93C, 94C, 97C, 98C, 100C, 102C, 107C, 113C and 114C	531007	927133
Principal Unit 211	Accessory Units 211A, 211B and 44C	531007	927134
Principal Unit 212	Accessory Units 212A and 34C	531007	927135
Principal Unit 213	Accessory Units 213A and 33C	531007	927136
Principal Unit 214	Accessory Units 214A and 32C	531007	927137
Principal Unit 215	Accessory Units 215A and 43C	531007	927138
Principal Unit 216	Accessory Unit 216A	531007	927139
Principal Unit 217	Accessory Unit 217A	531007	927140
Principal Unit 218	Accessory Unit 218A	531007	927141
Principal Unit 219	Accessory Unit 219A	531007	927142
Principal Unit 220	Accessory Units 220A and 220B	531007	927143
Principal Unit 301	Accessory Unit 301A	531007	927144

Principal Unit 302	Accessory Unit 302A	531007	927145
Principal Unit 303	Accessory Unit 303A	531007	927146
Principal Unit 304	Accessory Unit 304A	531007	927147
Principal Unit 305	Accessory Unit 305A	531007	927148
Principal Unit 306	Accessory Unit 306A	531007	927149
Principal Unit 307	Accessory Unit 307A	531007	927150
Principal Unit 308	Accessory Unit 308A	531007	927151
Principal Unit 309	Accessory Unit 309A	531007	927152
Principal Unit 310	Accessory Units 310A and 310B	531007	927153
Principal Unit 311	Accessory Units 311A and 311B	531007	927154
Principal Unit 312	Accessory Unit 312A	531007	927155
Principal Unit 313	Accessory Unit 313A	531007	927156
Principal Unit 314	Accessory Unit 314A	531007	927157
Principal Unit 315	Accessory Unit 315A	531007	927158
Principal Unit 316	Accessory Units 316A and 316B	531007	927159
Principal Unit 317	Accessory Unit 317A	531007	927160
Principal Unit 318	Accessory Unit 318A	531007	927161
Principal Unit 319	Accessory Unit 319A	531007	927162
Principal Unit 320	Accessory Units 320A and 320B	531007	927163
Principal Unit 401	Accessory Unit 401A	531007	927164

Principal Unit 402	Accessory Unit 402A	531007	927165
Principal Unit 403	Accessory Unit 403A	531007	927166
Principal Unit 404	Accessory Unit 404A	531007	927167
Principal Unit 405	Accessory Unit 405A	531007	927168
Principal Unit 406	Accessory Unit 406A	531007	927169
Principal Unit 407	Accessory Unit 407A	531007	927170
Principal Unit 408	Accessory Unit 408A	531007	927171
Principal Unit 409	Accessory Unit 409A	531007	927172
Principal Unit 410	Accessory Units 410A and 410B	531007	927173
Principal Unit 411	Accessory Units 411A and 411B	531007	927174
Principal Unit 412	Accessory Unit 412A	531007	927175
Principal Unit 413	Accessory Unit 413A	531007	927176
Principal Unit 414	Accessory Unit 414A	531007	927177
Principal Unit 415	Accessory Unit 415A	531007	927178
Principal Unit 416	Accessory Units 416A and 416B	531007	927179
Principal Unit 417	Accessory Unit 417A	531007	927180
Principal Unit 418	Accessory Unit 418A	531007	927181
Principal Unit 419	Accessory Unit 419A	531007	927182
Principal Unit 420	Accessory Units 420A and 420B	531007	927183
Principal Unit 501	Accessory Unit 501A	531007	927184

Principal Unit 502	Accessory Unit 502A	531007	927185
Principal Unit 503	Accessory Unit 503A	531007	927186
Principal Unit 504	Accessory Unit 504A	531007	927187
Principal Unit 505	Accessory Unit 505A	531007	927188
Principal Unit 506	Accessory Unit 506A	531007	927189
Principal Unit 507	Accessory Unit 507A	531007	927190
Principal Unit 508	Accessory Unit 508A	531007	927191
Principal Unit 509	Accessory Unit 509A	531007	927192
Principal Unit 510	Accessory Units 510A and 510B	531007	927193
Principal Unit 511	Accessory Units 511A and 511B	531007	927194
Principal Unit 512	Accessory Unit 512A	531007	927195
Principal Unit 513	Accessory Unit 513A	531007	927196
Principal Unit 514	Accessory Unit 514A	531007	927197
Principal Unit 515	Accessory Unit 515A	531007	927198
Principal Unit 516	Accessory Units 516A and 516B	531007	927199
Principal Unit 517	Accessory Unit 517A	531007	927200
Principal Unit 518	Accessory Unit 518A	531007	927201
Principal Unit 519	Accessory Unit 519A	531007	927202
Principal Unit 520	Accessory Units 520A and 520B	531007	927203
Principal Unit 601	Accessory Unit 601A	531007	927204

Principal Unit 602	Accessory Unit 602A	531007	927205
Principal Unit 603	Accessory Unit 603A	531007	927206
Principal Unit 604	Accessory Unit 604A	531007	927207
Principal Unit 605	Accessory Unit 605A	531007	927208
Principal Unit 606	Accessory Unit 606A	531007	927209
Principal Unit 607	Accessory Unit 607A	531007	927210
Principal Unit 608	Accessory Unit 608A	531007	927211
Principal Unit 609	Accessory Unit 609A	531007	927212
Principal Unit 610	Accessory Units 610A and 610B	531007	927213
Principal Unit 611	Accessory Units 611A and 611B	531007	927214
Principal Unit 612	Accessory Unit 612A	531007	927215
Principal Unit 613	Accessory Unit 613A	531007	927216
Principal Unit 614	Accessory Unit 614A	531007	927217
Principal Unit 615	Accessory Unit 615A	531007	927218
Principal Unit 616	Accessory Units 616A and 616B	531007	927219
Principal Unit 617	Accessory Unit 617A	531007	927220
Principal Unit 618	Accessory Unit 618A	531007	927221
Principal Unit 619	Accessory Unit 619A	531007	927222
Principal Unit 620	Accessory Units 620A and 620B	531007	927223
Principal Unit 701	Accessory Unit 701A	531007	927224

Principal Unit 702	Accessory Unit 702A	531007	927225
Principal Unit 703	Accessory Unit 703A	531007	927226
Principal Unit 704	Accessory Unit 704A	531007	927227
Principal Unit 705	Accessory Unit 705A	531007	927228
Principal Unit 706	Accessory Unit 706A	531007	927229
Principal Unit 707	Accessory Unit 707A	531007	927230
Principal Unit 708	Accessory Unit 708A	531007	927231
Principal Unit 709	Accessory Units 709A	531007	927232
Principal Unit 710	Accessory Units 710A and 710B	531007	927233
Principal Unit 711	Accessory Units 711A, 711B, 95C, 105C and 04L	531007	927234
Principal Unit 712	Accessory Unit 712A	531007	927235
Principal Unit 713	Accessory Unit 713A	531007	927236
Principal Unit 714	Accessory Unit 714A	531007	927237
Principal Unit 715	Accessory Units 715A, 96C, 104C and 21L	531007	927238
Principal Unit 716	Accessory Units 716A, 716B, 99C and 12L	531007	927239
Principal Unit 717	Accessory Units 717A and 103C	531007	927240
Principal Unit 718	Accessory Units 718A, 101C and 02L	531007	927241
Principal Unit 719	Accessory Unit 719A	531007	927242
Principal Unit 720	Accessory Units 720A and 720B	531007	927243

Principal Unit 801	Accessory Units 801A, 75C and 18L	531007	927244
Principal Unit 802	Accessory Units 802A, 74C and 13L	531007	927245
Principal Unit 803	Accessory Units 803A, 73C and 14L	531007	927246
Principal Unit 804	Accessory Units 804A, 54C, 68C and 11L	531007	927247
Principal Unit 805	Accessory Units 805A, 55C and 09L	531007	927248
Principal Unit 806	Accessory Unit 806A	531007	927249
Principal Unit 807	Accessory Unit 807A	531007	927250
Principal Unit 808	Accessory Unit 808A	531007	927251
Principal Unit 809	Accessory Unit 809A	531007	927252
Principal Unit 810	Accessory Units 810A and 810B	531007	927253
Principal Unit 811	Accessory Units 811A, 811B, 63C and 01L	531007	927254
Principal Unit 812	Accessory Units 812A and 65C	531007	927255
Principal Unit 813	Accessory Units 813A and 66C	531007	927256
Principal Unit 814	Accessory Units 814A and 67C	531007	927257
Principal Unit 815	Accessory Units 815A, 109C, 110C and 20L	531007	927258
Principal Unit 816	Accessory Units 816A, 816B and 69C	531007	927259
Principal Unit 817	Accessory Units 817A and 70C	531007	927260
Principal Unit 818	Accessory Units 818A and 71C	531007	927261

Principal Unit 819	Accessory Units 819A, 56C and 72C	531007	927262
Principal Unit 820	Accessory Units 820A and 820B	531007	927263
Principal Unit 901	Accessory Units 901A and 47C	531007	927264
Principal Unit 902	Accessory Units 902A and 46C	531007	927265
Principal Unit 903	Accessory Units 903A and 78C	531007	927266
Principal Unit 904	Accessory Units 904A and 77C	531007	927267
Principal Unit 905	Accessory Units 905A, 76C and 07L	531007	927268
Principal Unit 906	Accessory Units 906A, 906B, 64C and 05L	531007	927269
Principal Unit 907	Accessory Units 907A, 59C, 106C and 16L	531007	927270
Principal Unit 908	Accessory Units 908A, 58C and 15L	531007	927271
Principal Unit 909	Accessory Units 909A, 57C and 19L	531007	927272
Principal Unit 910	Accessory Units 910A, 60C and 03L	531007	927273
Principal Unit 1001	Accessory Units 1001A and 53C	531007	927274
Principal Unit 1002	Accessory Units 1002A, 52C and 108C	531007	927275
Principal Unit 1003	Accessory Units 1003A, 51C and 17L	531007	927276
Principal Unit 1004	Accessory Units 1004A and 50C	531007	927277
Principal Unit 1005	Accessory Units 1005A and 49C, 111C and 06L	531007	927278

NOTICE OF BODY CORPORATE OPERATIONAL RULES

Section 105, Unit Titles Act 2010

Unit Plan: DP 531007

Body Corporate Number: S31007

Supplementary Record Sheet: 950900

Applicant: TMF Waikumete Limited
74 St Georges Bay Road
Parnell
Auckland

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 attached schedule of body corporate operational rules.

Date: 28 August 2020


Signed for and on behalf of
TMF Waikumete Limited as applicant:

Director

Before me:

Full name of witness:

Address of witness:


ZELIKA STRBAC
SOLICITOR
AUCKLAND

WESTLIGHT APARTMENTS, 6-8 WAIKUMETE ROAD
PROPOSED BODY CORPORATE RULES

1. **Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, licencees and tenants**
 - a. For the purposes of these rules:
 - i. **"Authority"** means Auckland Council or any successor territorial authority having jurisdiction over the land on which the Development is situated.
 - ii. **"Balcony"** means an accessory unit ancillary to a unit which is an exterior balcony provided for the private use of the Owner of that unit.
 - iii. **"Common Property"** has the same meaning in these rules as it has in the Act and includes the building structure and exterior of all units as shown on the deposited plan 531007.
 - iv. **"Development"** means the land and apartment building constructed thereon comprising all units (including Retail Units), accessory units and Common Property described on deposited plan 531007.
 - v. **"Equipment"** means any aerial, satellite dish, antenna or similar device intended for receiving broadcasting signals.
 - vi. **"Owner"** has the same meaning in these rules as it has in the Act, and for the purposes of these rules it also includes occupiers of a unit in the Development and the employees, agents, invitees, licencees and tenants of all owners and occupiers of units in the Development, unless the context otherwise requires (including but not limited to rules clauses 3(a) and 29 where the term "Owner" means that person registered as the owner of the unit and does not include occupiers, employees, agents, invitees, licencees and tenants).
 - vii. **"Retail Unit"** means a unit designated on deposited plan 531007 as being a retail unit.
 - viii. Terms defined in the Unit Titles Act 2010 ("**Act**") have the same meaning in these rules as they have in the Act, unless the context otherwise requires.
 - b. These rules are binding on all owners and occupiers of units in the Development as well as the employees, agents, invitees, customers, licencees and tenants of all owners and occupiers of units in the Development.
2. **Use of unit**
 - a. An Owner of a unit shall not use (nor permit to be used) their unit for any purpose other than residential, except in the case of a unit which is a Retail Unit and to which rule 30 applies.
3. **Alterations to unit**
 - a. Each Owner of a unit shall be responsible for the interior maintenance, painting and decoration of that Unit and shall be entitled to repair items that fail within that unit.
 - b. No Owner shall alter the appearance, surface, decoration or design (including landscaping and planting) of any Common Property, the exterior of a unit (being Common Property) or the Development.
 - c. An Owner shall make no alterations to the colour scheme or appearance of the exterior of their unit or the Development (being Common Property).

4. Interference and obstruction of Common Property

An Owner of a unit must not:

- a. interfere with the reasonable use or enjoyment of the Common Property by other Owners;
- b. obstruct any lawful use of the Common Property by other Owners; and
- c. 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.

5. Damage to Common Property

An Owner of a unit must not:

- a. damage or deface any part of the Common Property (including but not limited to the exterior of each Owner's unit), except with regard to the installation and maintenance of any Equipment approved by the Body Corporate pursuant to rule 8;
- b. interfere with the reasonable use or enjoyment of the Common Property by other Owners;
- c. obstruct any lawful use of the Common Property by other Owners; and
- d. 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.

6. Use of Common Property

- a. An Owner of a unit must not use any facilities contained within the Common Property or any assets and improvements that form part of the Common Property for any use other than the use for which those facilities, assets or improvements were designed and constructed and must comply with the conditions of use of such facilities or assets or improvements set by the Body Corporate from time to time.
- b. Any part of the Common Property that is used as an entrance or accessway to the Development and any easement area giving access to the Development shall not be used by any Owner for any purpose other than for entering or leaving the Development.

7. Vehicle parking

- a. An Owner of a unit must not park a vehicle or permit a vehicle to be parked on any part of the Common Property unless the Body Corporate has designated it for vehicle parking or the Body Corporate has given prior written consent.
- b. An Owner of an accessory unit that is designated for use as a vehicle park must:
 - i. only use the vehicle park for the purpose of parking vehicles;
 - ii. ensure the vehicle park is kept tidy and free of litter;
 - iii. not use the vehicle park, or permit it to be used, for storage;
 - iv. ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park; and
 - v. must clearly mark any vehicle parks designated solely for use by employees or customers of the Owner.
- c. The Body Corporate may remove a vehicle from the Development that the Body Corporate considers is parked in such a manner that is in breach of this rule 7, at the expense of the owner of the vehicle concerned, and the Body Corporate shall not be liable for any resulting damage, loss or costs.

- d. The Body Corporate shall ensure that there is one mobility parking space available at all times to users of the Development.

8. Installations to Common Property

- a. An Owner of a unit must not erect, fix or place any Equipment on or to the exterior of a unit (being Common Property) or on or to any other Common Property without the prior written consent of the Body Corporate (which may include appropriate conditions regarding installation).
- b. The consent of the Body Corporate may be withheld, varied or revoked if the rights of another Owner are adversely affected by the installation of that Equipment.
- c. The Body Corporate may erect any Equipment on the roof of the Development and enter into an agreement and/or grant an easement in respect of such Equipment to a service provider for the purposes of providing internet, television or phone connectivity and/or reception to unit Owners.
- d. Notwithstanding anything to the contrary in these rules, no Owner may install on the exterior of any unit (being Common Property) any air-conditioning unit, heat pump or similar device intended for heating or cooling.

9. Signs, notices, advertising and promotion

- a. An Owner of a unit must not, without the prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld, erect, fix, place or paint any signs or notices of any kind on or to any part of the Common Property (including the exterior of any unit).
- b. An Owner of a Retail Unit must not display any temporary or mobile signage, including but not limited to sandwich boards and portable banners ("**Temporary Signage**"), at any time other than during the opening hours of the business operating from that Retail Unit, and must not display any Temporary Signage on the Common Property or any accessory unit without the prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld.
- c. An Owner of a unit must not display any goods or services on any Common Property or 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 which shall not be arbitrarily or unreasonably withheld.
- d. The Owner of a Retail Unit shall only install signage in the dedicated signage area of the Retail Unit. The Owner's signage will only be installed with the prior written approval of the Body Corporate.
- e. In order to obtain the Body Corporate's approval or consent in accordance with the rules 9(a)-(d), the Owner shall submit to the Body Corporate details of the proposed signage including imagery, construction, style and method of illumination (if applicable). The Body Corporate may provide its approval with certain conditions, or an approval for part of the requested signage. The Body Corporate shall not be under any obligation to provide the Owner with details of the reasons for its approval or disapproval.
- f. Any approved signage must be erected and installed in a good and workmanlike manner in accordance with the drawings and specifications approved by the Body Corporate, the requirements of the Authority, the general standard of finish and the appearance of the Development.
- g. The Body Corporate may remove any signage which has been installed by the Owner without the Body Corporate's approval and charge the Owner for the costs of that removal of the signage and any make good determined as necessary by the Body Corporate.

10. Contractors

An Owner of a unit who carries out any repair, maintenance, additions, alterations or other such work to a unit must ensure that any contractors or other such persons employed by the Owner for these purposes cause minimum inconvenience to all other Owners and ensure that such work is carried out in a proper workmanlike manner.

11. Rubbish and pest control

An Owner of a unit:

- 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 or their invitees;
- b. must dispose of rubbish and recycling material promptly, hygienically and tidily 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; and
- d. shall keep their unit free of vermin, pests, rodents and insects.

12. Cleaning and garden maintenance

An Owner of a unit must ensure their unit is kept clean at all times and any gardens, grounds, yards or paved areas within the unit are kept neat and tidy and are regularly maintained.

13. Cleaning and replacing glass

An Owner of a unit must keep clean all glass contained in the 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 and quality.

14. Lawns and gardens on Common Property

An Owner of a unit must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the Common Property or, without the prior written consent of the Body Corporate use any part of the Common Property as a garden for their own purposes.

15. Use of water services

- a. All things required for the provision of water supply, drainage, wastewater and sewage services to units or Common Property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, sink incinerators and dishwashers, must only be used for the purpose for which they were designed and constructed. If any Owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence that Owner shall pay for such damage, loss or costs.
- b. An Owner of a unit shall not waste water unnecessarily and shall ensure that all taps in that Owner's unit are turned off after use.

16. Washing

An Owner of a unit:

- a. Shall not, without the prior written consent of the Body Corporate erect or fix any washing lines, poles or other such drying apparatus for a similar purpose (either temporary or permanent) ("**Drying Apparatus**") outside a unit (including any Balcony ancillary to a unit), or on or to the Common Property which comprises the unit's exterior;

- b. Shall not hang any clothes, washing, bedding, towels or other items outside any unit (including any Balcony ancillary to a unit), other than on any Drying Apparatus for which Body Corporate consent has been obtained in accordance with rule 16(a).
- c. Shall not hang any clothes, washing, bedding towels or other items within the Common Property other than on those parts of the Common Property designated by the Body Corporate as washing line areas, and such items may only be hung for a reasonable period.

17. Security and ventilation equipment

An Owner of a unit shall comply at all times with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in their unit.

18. Floor coverings

Except in the kitchen, laundry, toilet and bathroom areas of a unit, an Owner of a unit must ensure that all floor space of that 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.

19. Noise, behaviour and conduct

- a. An Owner of a unit shall not make or permit any noise or carry out or permit any conduct or behaviour, in any unit or on the Common Property, which is likely to interfere with the reasonable use and enjoyment of the Development by other Owners.
- b. An Owner shall ensure that all audio noise (whether from stereos, televisions or other home entertainment systems, appliances or musical instruments) is contained within that Owner's unit and that no such noise can be heard from other units in the Development or from the balconies of other units.
- c. Smoking of any kind (including but not limited to tobacco products and non-tobacco alternatives such as vaping devices or e-cigarettes) is not permitted anywhere within the Development or on any Common Property.
- d. The consumption of alcohol is not permitted on any Common Property.
- e. Any Owner behaving in a disorderly, inconsiderate, lewd, noisy or offensive manner, or in a manner which otherwise breaches this rule 19 may be removed from the Common Property by the Building Manager, security personnel or the police.

20. Pets

- a. An Owner of a unit must not, without the prior written consent of the Body Corporate, bring or keep any animal or pet in any unit or the Common Property unless the animal or pet is a fish or small bird in which case it is permitted and no Body Corporate consent is required.
- b. Notwithstanding rule 20(a) any Owner of a unit who relies on a guide, hearing or assistance dog may bring or keep such a dog in their unit, and may bring such a dog onto the Common Property.
- c. An Owner of any animal or pet permitted under rule 20(a) or any dog permitted under rule 20(b) must ensure that any part of a unit or the Common Property that is soiled or damaged by the animal, pet or dog must promptly be cleaned or repaired at the cost of the Owner.

21. Security

An Owner of a unit must:

- a. 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;
- b. take all reasonable steps to ensure 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 a registered proprietor, occupier or tenant of the unit to which the security card, security key or security code relates;
- c. not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or Common Property; and
- d. notify the Body Corporate as soon as reasonably practicable if rules 21(b) or (c) are breached.

22. Moving and installing heavy objects

- a. An Owner of a unit must not, without the prior written consent of the Body Corporate, bring onto or through the Common Property or any unit, or erect, fix, place or install in any unit, any object of such weight, size, nature or description that could cause any damage, weakness, movement or structural defect to any unit or Common Property, and any such damage caused or contributed to shall be paid for by the Owner responsible.
- b. Any damage done to the Development by installing, moving or removing heavy objects shall be made good and paid for by the Owner who or whose agent has caused the damage.
- c. Before any heavy article is moved into or out of a unit, an Owner shall give at least 24 hours' notice in writing to the Body Corporate of the intention to move such article, and the moving of the article into or out of the unit shall only be done under the supervision of a responsible person approved by the Body Corporate.

23. Lifts

An Owner of a unit must comply at all times with any notice or instruction displayed in any lift in the Development. If any lift in the Development, other than a goods lift, is to be used for carrying anything other than passengers, lift protection equipment supplied by the Body Corporate must be used.

24. Balconies

- a. Only furniture and furnishings that do not detract from the overall appearance of the Development are permitted on balconies.
- b. No rubbish or objects which may cause offence shall be placed on any Balcony.
- c. No cigarette butts or any other rubbish shall be thrown from any Balcony.

25. Delivery areas

- a. Any part of Common Property designated by the Body Corporate as an area for the receipt, delivery or other movement of goods, supplies, produce, merchandise, freight, or other articles, including but not limited to a loading dock or lift designed for goods only, (together called "**Delivery Area**"), must only be used:
 - i. by Owners of units or anyone permitted by an Owner;
 - ii. for the purpose for which it was designed and constructed; and
 - iii. during certain hours set by the Body Corporate from time to time.
- b. Any Delivery Area within a unit must only be used by the Owner of that unit or anyone permitted by the Owner, and must only be used for the purpose for which it was designed and constructed.

- c. An Owner of a unit that contains a Delivery Area must not move any goods, supplies, produce, merchandise, freight, or other articles in or out of their unit except through the Delivery Area.

26. Hazards, insurance and fire safety

An Owner of a unit must not bring onto, use, store, or do, in a unit or any part of the Common Property anything that:

- a. might reasonably be expected to either increase the premium on or be in breach of any Body Corporate insurance policy for the Development; or
- b. is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of the Authority; or
- c. creates a hazard of any kind; or
- d. affects the operation of fire safety devices and equipment or reduces the level of fire safety in the Development.

27. Emergency evacuation drills and procedures

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

28. Notice of damage, defects, accidents or injury

- a. Upon becoming aware of:
 - a. any damage or defect in any part of the Development including its services; or
 - b. any accident or injury to any person in the Development,

an Owner of a unit 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.
- b. The Committee shall have authority to make such repairs or renovations as the Body Corporate considers necessary for the safety and preservation of the Development (or, in an emergency, such repairs or renovations as the Committee considers necessary).
- c. The Body Corporate shall be entitled to recover the costs of the repairs or renovations from an Owner to the extent that the act or neglect of that Owner necessitated the repairs or renovations.

29. Leasing a unit

An Owner of a unit must:

- a. 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;
- b. provide the Body Corporate with written notice of the full name, landline phone number (if any), mobile number, email address and address for service for the purposes of the Act for the Owner and for all tenants of the unit and promptly notify the Body Corporate in writing of any changes to such details.

30. Retail units

- a. The Owner shall not use any Retail Unit for residential purposes.
- b. The Owner must only use the Retail Unit for the use which:

- i. is in accordance with the restrictions and requirements of the district plan and any Authority;
 - ii. is suitable for the Development, and will not cause nuisance or annoyance to other Owners or interference with the use and enjoyment of the Common Property, and will not interfere with the general management of the Development;
 - iii. is not illegal or injurious to the reputation of the Owners of other units;
 - iv. is commercial or retail in nature;
 - v. is not in competition with an existing use that has been consented to and given exclusivity of use in the Development;
 - vi. does not include the sale of second-hand goods, bric-a-brac, knick-knacks, junk, jumble and the like;
 - vii. is not, and does not include, a sex shop, strip club, brothel, escort agency, massage parlour or similar;
 - viii. is not and does not include any form of gambling (excluding the sale of lotteries products promoted and conducted by the New Zealand Lotteries Commission such as Lotto, Keno and Instant Kiwi, which are permitted);
 - ix. is not, and does not include, the sale of alcohol; and
 - x. is not in breach of any encumbrance, easement or other instrument which may be registered against the record of title for the unit or the Development.
- c. In respect of any fit out of a Retail Unit, the relevant Owner must:
- i. obtain the Body Corporate's approval of the proposed fitout (such consent not to be unreasonably withheld);
 - ii. carry out the fit out in a good and workmanlike manner in accordance with all applicable laws and regulations (including but not limited to the Building Act 2004, the Health and Safety at Work Act 2015 and the Resource Management Act 1991), and obtain all necessary consents before starting work which the Owner must produce to the Body Corporate if requested to do so;
 - iii. comply with all reasonable directions of the Body Corporate, any contractor appointed by the Body Corporate or the Body Corporate's manager, and cause minimum inconvenience to the Body Corporate and all other Owners;
 - iv. insure the Owner's work with an insurance company on terms and conditions approved in writing by the Body Corporate;
 - v. indemnify the Body Corporate in respect of any loss or damage directly or indirectly suffered by the Body Corporate as the result of any act, omission or negligence of the Owner in carrying out the fit out;
 - vi. as soon as is practicable following completion of the fit out advise the Authority that the fit out has been completed to the extent required by the building consent issued for it, and ensure a code compliance certificate is issued in respect of the fit out in compliance with the Building Act 2004;
 - vii. keep the Common Areas free from all fit out waste and other rubbish which may be created by the Owner or the Owner's contractors or subcontractors; and
 - viii. not do or allow anything which may prejudice any insurance obtained by the Body Corporate.

Form 46

ANNEXURE SCHEDULE - CONSENT FORM¹

(Regulation 6 Land Transfer Regulations 2018)

Person giving consent <i>Surname must be underlined</i>	Capacity and Interest of Person giving consent <i>eg. Mortgagee under Mortgage no.</i>
<u>ANZ BANK NEW ZEALAND LIMITED</u>	Mortgagee under mortgage 11472386.1

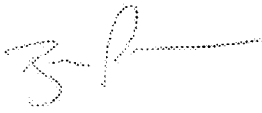

Consent*Delete words in [] if inconsistent with the consent**State full details of the matter for which consent is required*

Without prejudice to the rights and powers existing under the interest of the person giving consent,

the Person giving consent hereby consents to:

1. the deposit of LT 531007 and the subdivision of record of title NA57D/1393;
2. the issue of new stratum in freehold records of title as shown in LT 531007; and
3. the registration of an easement granting the right to convey electricity over common property as depicted on LT 531007 in favour of TMF Waikumete Limited.

Dated this 10th day of June 2020**Attestation**


Signed for and on behalf of ANZ Bank New Zealand Limited by: 	Signed in my presence by the Person giving consent 
	Signature of Witness
	<i>Witness to complete in BLOCK letters (unless legibly printed):</i>
	Witness name Lucy Xu
	Occupation Relationship Associate
	Address Level 23, 23-29 Albert Street Auckland Central Auckland

¹ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.

**CERTIFICATE OF NON-REVOCATION OF
POWER OF ATTORNEY**

I, **Ben Palman** of Auckland, New Zealand, currently holding the position of Regional Manager (Property Finance), Commercial & Agri, of ANZ Bank New Zealand Limited (previously known as ANZ National Bank Limited) certify -

1. That on 29 October 2012, ANZ National Bank Limited changed its name to "ANZ Bank New Zealand Limited".
2. That by deed dated 1 October 2011, ANZ Bank New Zealand Limited of Wellington, New Zealand appointed me its attorney.
3. That I have not received notice of any event revoking the power of attorney.



.....
Signed this 10th day of June 2020