

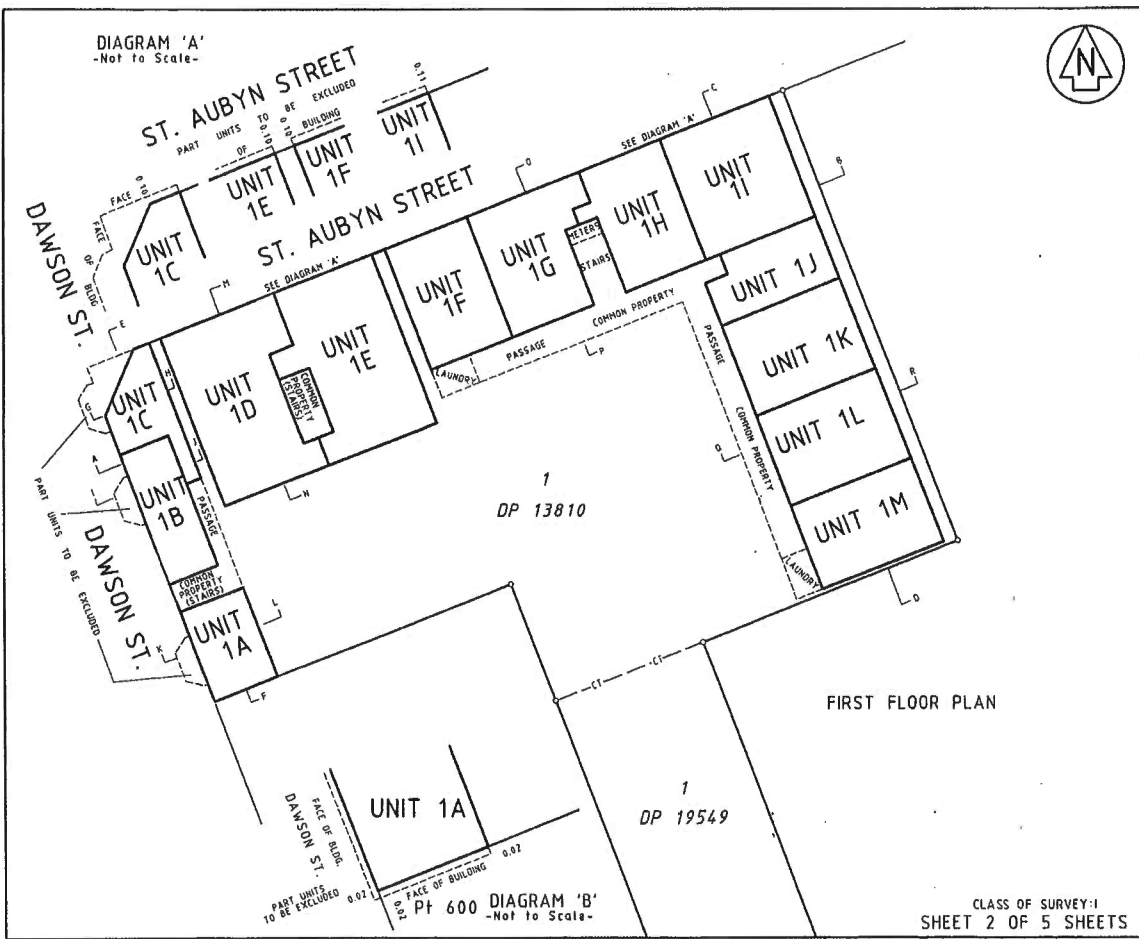
SCHEDULE					Approvals	
CT Allocated	Appellation	Approx. Area (sqm)	Unit Entitlement	Height Limits		
				Upper	Lower	
FL772	UNIT A	41	1085	18.35	14.95	
K2/522	UNIT B	74	1163	18.35	14.95	
FL774	UNIT C	116	2358	17.95	14.95	
FL775	UNIT D	115	2434	17.95	14.95	
K2/1059	UNIT E	73	1764	17.95	14.95	
FL777	UNIT F	73	1782	17.95	14.95	
K2/808	UNIT G	69	1667	17.95	14.95	
K2/1058	UNIT H	98	2364	17.95	14.95	
FL780	UNIT I	56	1124	17.95	14.95	
FL783	UNIT J	74	1473	17.95	14.95	
FL781	UNIT K	74	1550	17.95	14.95	
FL782	UNIT L	74	1550	17.95	14.95	
FL783	UNIT 1A	40	1163	21.25	18.35	
FL784	UNIT 1B	40	1179	21.25	18.35	
FL785	UNIT 1C	35	1473	21.25	18.35	
FL786	UNIT 1D	121	2313	21.00	17.95	
FL787	UNIT 1E	120	2674	21.00	17.95	
K2/807	UNIT 1F	77	1782	21.00	17.95	
FL789	UNIT 1G	81	1930	21.00	17.95	
FL790	UNIT 1H	72	1782	21.00	17.95	
FL791	UNIT 1I	97	2403	21.00	17.95	
FL792	UNIT 1J	56	1202	21.00	17.95	
FL793	UNIT 1K	74	1580	21.00	17.95	
FL794	UNIT 1L	74	1628	21.00	17.95	
FL795	UNIT 1M	74	1628	21.00	17.95	
FL796	UNIT 2A	40	1337	24.15	21.25	
FL797	UNIT 2B	40	1550	24.15	21.25	
FL798	UNIT 2C	35	1628	24.15	21.25	
FL799	UNIT 2D	121	2984	24.05	21.00	
FL800	UNIT 2E	120	2984	24.05	21.00	
FL801	UNIT 2F	72	1938	24.05	21.00	
FL802	UNIT 2G	81	2093	24.05	21.00	
FL803	UNIT 2H	72	1938	24.05	21.00	
FL804	UNIT 2I	74	1628	24.05	21.00	
FL805	UNIT 2J	54	1279	24.05	21.00	
FL806	UNIT 2K	74	1628	24.05	21.00	
FL807	UNIT 2L	74	1580	24.05	21.00	
FL808	UNIT 2M	74	1628	24.05	21.00	
FL809	UNIT 3A	40	1395	27.05	24.15	
FL810	UNIT 3B	48	1620	27.05	24.15	
FL811	UNIT 3C	35	1802	27.05	24.15	
FL812	UNIT 3D	121	3140	26.95	24.05	
FL813	UNIT 3E	120	3140	26.95	24.05	
FL814	UNIT 3F	72	2093	26.95	24.05	
FL815	UNIT 3G	81	2248	26.95	24.05	
FL816	UNIT 3H	72	2093	26.95	24.05	
FL817	UNIT 3I	97	2352	26.95	24.05	
FL818	UNIT 3J	56	1431	26.95	24.05	
FL819	UNIT 3K	74	1938	26.95	24.05	
FL820	UNIT 3L	74	1880	26.95	24.05	
FL821	UNIT 3M	74	1938	26.95	24.05	
AU 22	14	78	18.00	15.45		
AU 23	12	78	18.00	15.45		
AU 24	12	78	18.00	15.45		
AU 25	12	78	18.00	15.45		
AU 26	12	78	18.00	15.45		
AU 27	12	78	18.00	15.45		
AU 28	12	78	18.00	15.45		
AU 29	12	78	18.00	15.45		
AU 30	12	78	18.00	15.45		
AU 31	12	78	18.00	15.45		
AU 32	12	78	18.00	15.45		
AU 33	11	78	18.00	15.45		
AU 34	12	78	18.00	15.45		
AU 35	12	78	18.00	15.45		
AU 36	12	78	18.00	15.45		
AU 37	12	78	18.00	15.45		
AU 38	12	78	18.00	15.45		

LAND DISTRICT: Taranaki  
 SURVEY BLK & DIST: V Paritutu  
 NZMS 261 SHT: RECORD MAP No.

REDEVELOPMENT OF UNITS ON LOT 1 DP 13810 AND LOT 1, DP 19549

TERRITORIAL AUTHORITY: New Plymouth Dist  
 Surveyed by: McKinlay & Co  
 Scale: 1:300 Date: June 2002

Approved as to Survey by Land Information NZ on 17.9.2004  
 Deposited by Land Information NZ on 17.9.2004  
 Received 5.12.2002 DP 13859



**Approvals**

I hereby certify that this plan was approved by the New Plymouth District Council pursuant to section 223 of the Resource Management Act 1991 on the 6. day of August 2002 and no conditions have been imposed.

*[Signature]*  
Authorised Officer

Pursuant to section 56(1)(g) of the Unit Titles Act 1972, I, *[Signature]*, Principal Officer of the New Plymouth District Council hereby certify that every building shown on this plan has been erected, and all other development work has been carried out to the extent necessary to enable all the boundaries of every unit and the common property shown on the plan to be physically measured.

*[Signature]*  
Principal Officer

Pursuant to Section 224(4) of the Resource Management Act 1991, I hereby certify that the New Plymouth District Council is satisfied on reasonable grounds that every existing building or part of an existing building shown on this plan complies with the provisions of the Building Code specified in section 66(4) of the Building Act 1991.

Dated this 6. day of August 2002.

*[Signature]*  
Authorised Officer

I, Roger Maurice Malthus of New Plymouth, Registered Valuer hereby certify that I have assessed the Unit Entitlements shown hereon in accordance with the Unit Titles Act 1972.

The portions of Units 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, & 1I outside the CT boundary are to be excluded from the Unit Title.

**Total Area** .....

**Comprised in** .....

1. Alan Leonard Day being a person entitled to practice as a licensed cadastral surveyor, certifies that -  
(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002;  
(b) This dataset is accurate, and has been created in accordance with that Act and those Rules.

Dated at New Plymouth this 30. day of August 2002.

Full Book ..... Traverse Book .....

Reference Plans .....

Examined ..... Correct .....

Approved as to Survey by Land Information NZ on 7.1.2002

Disposited by Land Information NZ on 7.1.2004

The Approved 5.12.2002 DP 13859

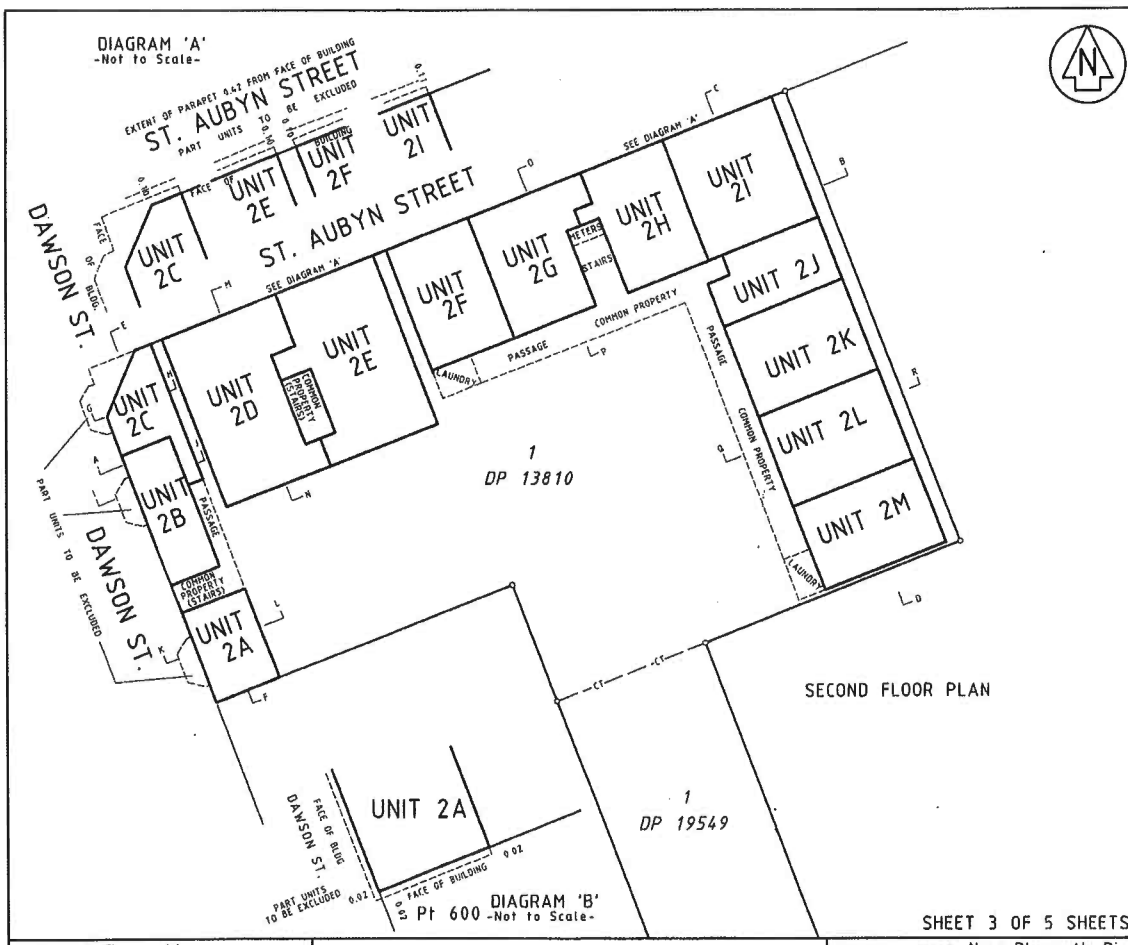
LAND DISTRICT Taranaki  
 SURVEY BLK & DIST. Paritutu V  
 NZHS 261 SH1 RECORD MAP No.

REDEVELOPMENT OF UNITS ON LOT 1 DP 13810  
 AND LOT 1, DP 19549

CLASS OF SURVEY: I  
 SHEET 2 OF 5 SHEETS  
 TERRITORIAL AUTHORITY New Plymouth Dist  
 Surveyed by McKinlay & Co D-8658/R  
 Scale: 1:200 Date June 2002

MCKINLAY & CO SURVEYORS LTD

A.J. BEYNE, SURVEYOR GENERAL, LAND INFORMATION, NEW ZEALAND



Approvals

The portions of Units 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, & 2I outside the CT boundary are to be excluded from the Unit Title.

CLASS OF SURVEY: I

Total Area.....

Comprised in.....

I, Alan Leonard Day, being a person entitled to practise as a licensed cadastral surveyor, certify that -

(a) The survey to which this dataset relates is accurate, and was undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for Cadastral Survey 2002/3

(b) The dataset is accurate, and has been created in accordance with this Act and these Rules.

Dated at NEW PLYMOUTH this 17th day of SEPTEMBER 2002.

Field Book ..... Traverse Book .....

Reference Plans .....

Examined ..... Correct .....

Approved as to Survey by Land Information NZ on 17.9.2002

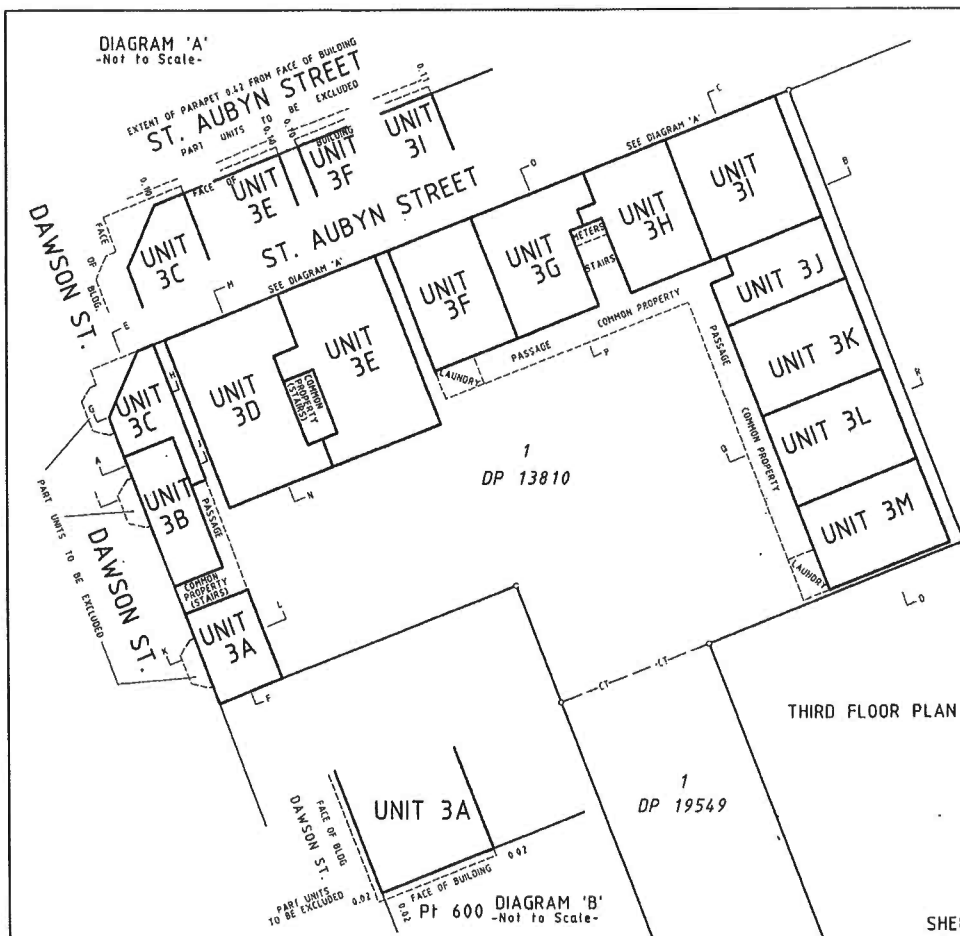
Deposited by Land Information NZ on 17.9.2002

The Plans 5.12.2002 DP 13859

LAND DISTRICT...Taranaki.....  
 SURVEY BLK & DIST. Paritutu V  
 NZHS 261 SH. RECORD MAP No.....

REDEVELOPMENT OF UNITS ON LOT 1 DP 13810  
 AND LOT 1, DP 19549

TERRITORIAL AUTHORITY New Plymouth Dist  
 Surveyed by McKinlay & Co D-8655/R  
 Scale: 1:200 Date: June 2002



Approvals

The portions of Units 3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, & 3I outside the CT boundary are to be excluded from the Unit Title.

CLASS OF SURVEY: 1

Total Area.....

Comprised in.....

I, Alan Leonard Day, being a person entitled to practise as a licensed cadastral surveyor, certify that

(a) The survey to which this dataset relates is accurate, and was conducted by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for Cadastral Survey 2002;

(b) This dataset is accurate and has been created in accordance with that Act and those Rules.

Dated at Palmerston North, this 24th day of December 2002. Signature: *Alan Day*

Field Book ..... p ..... Traverse Book ..... p

Reference Plans .....

Examined ..... Correl .....

Approved as to Survey by Land Information NZ on 17.9.2004

Deposited by Land Information NZ on 17.9.2004

File Number 5.12.2002 DP 13859

LAND DISTRICT Taranaki  
 SURVEY BLK & DIST. Paritutu V  
 NZMS 261 SH. RECORD MAP No. ....

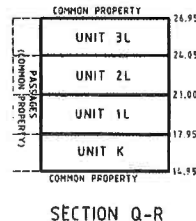
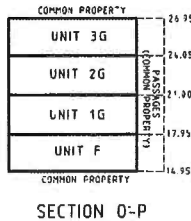
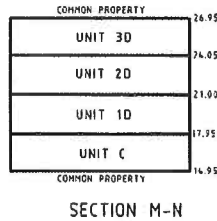
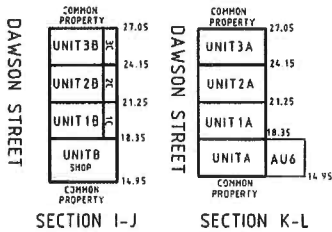
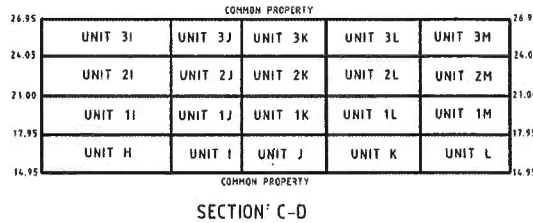
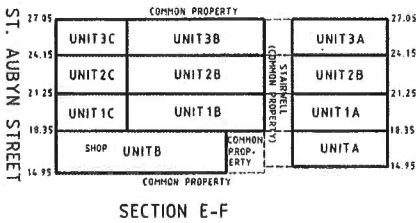
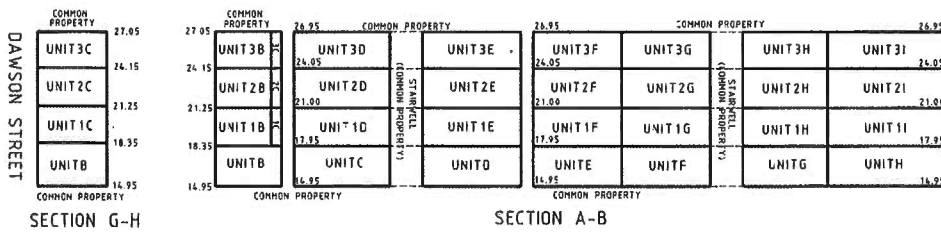
REDEVELOPMENT OF UNITS ON LOT 1 DP 13810  
 AND LOT 1, DP 19549

SHEET 4 OF 5 SHEETS

TERRITORIAL AUTHORITY New Plymouth Dist  
 Surveyed by McKinlay & Co D:8859/N  
 Scale: 1:200 Date June 2002



Approvals



CLASS OF SURVEY: I

Total Area.....

Comprised in.....

I, Alan Leinster Day, being a person entitled to practice as a licensed cadastral surveyor, certify that:

(a) The surveys to which this dataset relates are accurate and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for Cadastral Survey 2002;

(b) The dataset is accurate and has been created in accordance with that Act and those Rules.

Dated at New Plymouth this 3rd day of November 2004 Signature *Alan Day*

Folio Book..... p..... Traversed Book..... p.....

Reference Plans.....

Ensured.....

Approved as to Survey by Land Information NZ on 7.14.2004

SHEET 5 OF 5 SHEETS

LAND DISTRICT Taranaki  
 SURVEY BLK & DST. V Paritutu  
 NZMS 261 SH. RECORD MAP No.....

REDEVELOPMENT OF UNITS ON LOT 1 DP 13810  
 AND LOT 1, DP 19549

TERRITORIAL AUTHORITY New Plymouth Dist  
 Surveyed by McKinlay & Co 0.9650/9  
 Scale 1:200 Date June 2002

Deposited by Land Information NZ on 17.9.2004  
 Received 5.12.2002 DP 13859

26.

# 293542 CR

## NOTICE OF CHANGE OF RULES

IN THE MATTER of the Land Transfer Act  
1952

A N D

IN THE MATTER of the Unit Titles Act 1972

TO: The District Land Registrar  
TARANAKI REGISTRY

NOTICE IS HEREBY GIVEN that the Rules of the Body Corporate No. 13859 were on the 3<sup>rd</sup> day of *September* 1982 duly amended in the manner set out in the First Schedule hereto:

### FIRST SCHEDULE

Rule No 1 (a) shall be amended by the addition of Rule 1 (a) (v) to read as follows:

(v) Removal and reconstruction of any structural walls as directed by the New Plymouth City Council in accordance with Gazette Notice 144092 and in accordance with a certain Deed of Covenant dated the 20th day of May 1982 between the New Plymouth City Council and Devon Apartments Limited.

The Additional Rules as set out in the Third Schedule of the Unit Titles Act 1972 shall be amended by the addition of Rule (f) to read as follows:

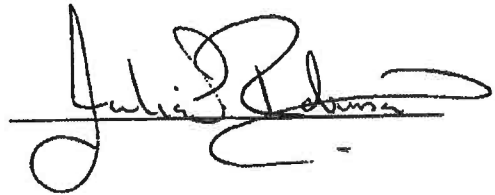
(f) At any time obstruct hinder or withhold his consent to any application request or direction from the New Plymouth City Council to enable the New Plymouth City Council to exercise its rights in terms of Gazette Notice 144092 PROVIDED HOWEVER that the Council exercises its rights in terms of a certain Deed of Covenant dated the 20th day of May 1982 between

the New Plymouth City Council and Devon Apartments Limited.

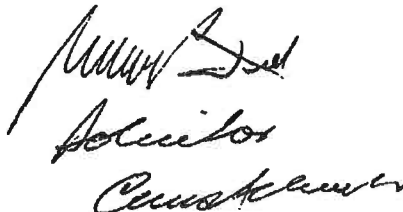
AND IT IS HEREBY CERTIFIED that the Amendments set out in the First Schedule hereto have been duly authorised and approved by a unanimous resolution of all the proprietors who together constitute the said Body Corporate.

DATED at 30<sup>TH</sup> this day of SEPTEMBER 1982  
Christchurch

SIGNED by JULIA ROBINSON  
registered proprietor  
in the presence of:

A handwritten signature in cursive script, appearing to read 'Julia Robinson', written over a horizontal line.

WITNESS:

A handwritten signature in cursive script, appearing to read 'Murray Dyer', written over a horizontal line. Below the signature, the words 'Solicitor' and 'Christchurch' are written in cursive.

BODY CORPORATE NO. 13859 (Taranaki)

SPECIAL RESOLUTION

Pursuant to Section 37 of the Unit Titles Act 1972

RESOLVED this 30<sup>th</sup> day of SEPTEMBER 1982

1. THAT the members of the above Body Corporate hereby resolve that Rule No. 1 (a) of the Rules of the Body Corporate No. 13859 shall be amended by the addition of Rule 1 (a) (v) to read as follows:

148092 (v) Removal and reconstruction of any structural walls as directed by the New Plymouth City Council in accordance with Gazette Notice 144092 and in accordance with a certain Deed of Covenant dated the 20th day of May 1982 between the New Plymouth City Council and Devon Apartments Limited.

2. THAT the Additional Rules as set out in the Third Schedule of the Unit Titles Act 1972 shall be amended by the addition of Rule (f) to read as follows:

(f) At any time obstruct hinder or withhold his consent to any application request or direction from the New Plymouth City Council to enable the New Plymouth City Council to exercise its rights in terms of Gazette Notice 144092 148092. PROVIDED HOWEVER that the Council exercises its rights in terms of a certain Deed of Covenant dated the 20th day of May 1982 between the New Plymouth City Council and Devon Apartments Limited.

3. THAT the members of the above Body Corporate HEREBY APPOINTS MESSIEURS WILKINSON WILBERFOSS Chartered Accountants as Secretary of the Body Corporate.





Devonport Flats

To go on Supp / Record Sheet  
(Being drafted at the moment)

at.

11 20 2020 08:16:42  
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**RULES OF BODY CORPORATE 13859**  
(Pursuant to Section 37 of the Unit Titles Act 1972)

---

**FIRST SCHEDULE**

These rules may be amended by unanimous resolution.

**DUTIES OF PROPRIETOR**

1. A proprietor shall:
  - (a) Permit the Body Corporate (or its agents or servants) at all reasonable hours to enter into and upon his/her unit for any of the following purposes:
    - (i) Viewing the condition thereof;
    - (ii) Maintaining, repairing or renewing any pipes, conduits, wires, cables or ducts for the time being in, upon or passing through his/her unit and capable of being used in connection with the enjoyment of any other unit or common property.
    - (iii) Maintaining, repairing or renewing any common property, and;
    - (iv) Ensuring that the rules are being observed;
    - (v) Removal and reconstruction of any structural walls as directed by the New Plymouth City (District) Council in accordance with Gazette Notice 148092 and in accordance with a certain Deed of Covenant dated the 20<sup>th</sup> day of May 1982 between the New Plymouth City (District) Council and Devon Apartments Limited.
  - (b) Comply in all respects with all Acts, Bylaws and regulations for the time being in force in the area in which his/her unit is situated in so far as they relate to the use, occupation or enjoyment of his/her unit.
  - (c) Forthwith and at all times carry out all work that may be ordered by any competent local authority or public body in respect of his/her unit to the satisfaction of that authority or body.
  - (d) Duly and punctually pay all rates, taxes, charges and other outgoings from time to time payable in respect of his/her unit to any local authority or public body and all sums properly levied in respect of his/her unit by the Body Corporate.
  - (e) Repair and maintain his/her unit and keep it in sufficiently good order repair and condition to ensure that no damage or harm shall ensue to the common property or any other unit in the building of which his/her unit forms part.

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- (f) Make no additions or structural alterations to the unit without the consent of the Body Corporate.
- (g) Comply with all requests from the New Plymouth City (District) Council relating to the removal and reinstatement of any structural walls in accordance with Gazette Notice 148092 and a certain Deed of Covenant dated the 20<sup>th</sup> of May 1982 should any such request for removal of and reinstatement of structural walls ever be made by the New Plymouth City (District) Council.

#### POWERS AND DUTIES OF BODY CORPORATE

##### 2. The Body Corporate shall:

- (a) Repair and maintain all exterior walls and roof of the building in which the units making up the Body Corporate are situated.
- (b) Repair and maintain all chattels and fittings (including stairs, elevators and fire escapes) used or intended, adapted or designed for use in connection with the common property or the enjoyment thereof;
- (c) Repair and maintain all pipes, wires, cables, ducts and all other apparatus and equipment of whatsoever kind and wheresoever situated which may be reasonably necessary for the enjoyment of an incidental right which may from time to time exist by virtue of Section 11 of the Unit Titles Act 1972.
- (d) On request, produce to any unit proprietor or a registered mortgagee of any unit, or any person authorised in writing by any unit proprietor or registered mortgagee of any unit, all policies or insurance effected by the Body Corporate under the provisions of Section 15 of the Unit Titles Act 1972 and the receipt for the last premiums paid in respect thereof.

##### 3. The Body Corporate may:

- (a) Borrow any money necessary to enable it adequately to perform its duties or exercise its powers.
- (b) Invest any money for the time being held by it (whether in a fund established under Section 15 of the Unit Titles Act 1972 or otherwise) in any of the modes of investment for the time being authorised by law for the investment of trust funds.
- (c) Establish a current account at a bank and nominate for the purposes of this paragraph three persons (including the Secretary) of whom any two may operate the account.
- (d) Enter into any agreement with a proprietor or any occupier of any unit for the provision of amenities or services by it to the unit or to the proprietor or occupier.

- (e) Grant to a proprietor of a unit or to anyone claiming through or under him/her and special privilege (not being a lease) in respect of the enjoyment of part or parts of the common property;

PROVIDED THAT any such grant shall be determinable by special resolution.

COMMITTEE OF A BODY CORPORATE

4. Where there are more than three proprietors, the powers and duties of the Body Corporate shall be exercised and performed by a Committee, subject to any restriction imposed or direction given at a general meeting of the Body Corporate. PROVIDED that any expenditure of over \$100.00 not being expenditure which the body corporate is legally obliged or previously authorised to incur shall be referred to a general meeting; and if the share of the proprietor or proprietors of any principal unit in any expenditure that is referred to a general meeting exceeds \$30.00 that expenditure shall not be incurred unless it is approved by at least three-fourths majority of votes.
5. Until the first annual general meeting of the Body Corporate, the proprietors of all the units shall constitute the Committee. Thereafter the Committee shall consist of such number of proprietors not being fewer than three, as is fixed from time to time by the Body Corporate at an annual general meeting.
6. The members of the Committee shall be elected at each annual general meeting, to hold office until the next annual general meeting.

PROVIDED THAT unless the Committee consists of all the proprietors, the Body Corporate may by resolution at an extraordinary general meeting remove any member of the Committee before the expiration of his/her term of office and appoint another proprietor in his/her place to hold office until the next annual general meeting.

7. Any casual vacancy on the Committee may be filled by the remaining members of the Committee.
8. The quorum necessary for the transaction of the business of the Committee may be fixed by the Committee and unless so fixed shall be two if there are not more than six members and three otherwise.
9. If the number of Committee members is reduced below the number which would constitute a quorum the remaining members may act for the purpose of increasing the number of members to that number or of summoning a general meeting of the Body Corporate but for no other purpose.
10. At meetings of the Committee all matters shall be determined by a simple majority of votes. In the case of equality of votes the chairman for the time being of the meeting shall have a casting vote as well as a deliberative vote.

11. Subject to any restriction imposed or direction given at a general meeting the Committee may:

- (a) Meet for the conduct of business, adjourn and otherwise regulate its meetings as it sees fit.

PROVIDED THAT it shall meet when any member of the Committee gives to the other members not less than seven days notice of a meeting proposed by him/her, specifying the reason for calling the meeting.

- (b) Employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the control, management and administration of the common property and the exercise and performance of the powers and duties of the Body Corporate.
- (c) From time to time elect one of its members to act as convenor of the Committee.
- (d) Delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- (e) Whenever it thinks fit, convene an extraordinary general meeting of the Body Corporate.

12. The Committee shall:

- (a) Keep minutes of its proceedings.
- (b) Cause minutes to be kept of general meetings of the Body Corporate and include therein a record of all unanimous resolutions.
- (c) Cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which all such income and expenditure is received or incurred.
- (d) Prepare proper accounts relating to all money of the Body Corporate and the income and expenditure thereof and arrange for the accounts of the Body Corporate for each year to be duly audited by an independent auditor and for a copy of the duly audited annual accounts to be sent to each proprietor before each annual general meeting of the Body Corporate and for the duly audited accounts to be presented to each annual general meeting of the Body Corporate.
- (e) On application by a proprietor or mortgagee of a unit or any person authorised in writing by either of them make the books of account and all minutes available for inspection at all reasonable times.
- (f) Upon a requisition in writing made by proprietors entitled to twenty-five percent of the total unit entitlement of the units, convene an extraordinary general meeting of the Body Corporate.

13. Except as provided in Clause 9 of these rules no act or proceeding of the Committee or of any person acting as a member of the Committee shall be invalidated in consequence of there being a vacancy in the number of the Committee at the time of that act or proceeding or of the subsequent discovery that there was some defect on the election or appointment of any person so acting or that he/she was incapable of being or had ceased to be such a member.

GENERAL MEETINGS OF A BODY CORPORATE

14. A general meeting of the Body Corporate to be called the annual general meeting shall in addition to any other meeting be held at least once every calendar year and not more than fifteen months after the holding of the last preceding annual general meeting. The first annual general meeting of the Body Corporate shall be held within three months after the date of the deposit of the unit plan or of the first sale of a unit whichever is the later.
15. All general meetings of the Body Corporate other than annual general meetings shall be called extraordinary general meetings.
16. At least seven days notice of every general meeting of the Body Corporate specifying the place, the date and the hour of the meeting and the proposed agenda, shall be given to all persons entitled to exercise a vote in accordance with the provisions of Section 41 of the Unit Titles Act 1972 and of Clause 23 of these rules.

PROVIDED THAT accidental omission to give such notice to anyone so entitled shall not invalidate any proceedings at any such meeting.

17. Any notice required to be given under Clause 16 of these rules shall be sufficiently given if delivered personally to the person concerned, or if left, sent by letter posted to the person concerned, at the last address of that person notified to the Body Corporate, or if no such address has been so notified at that person's last known place of residence.

PROVIDED THAT, if a proprietor advises the Body Corporate in writing that he/she requires notices sent to him/her by post to be sent by registered post a notice thereafter sent to him/her by post shall not be sufficiently given unless it is sent by registered post.

18. At a general meeting of the Body Corporate, the persons entitled in an ordinary resolution to exercise the voting power in respect of not less than one-third of the units, shall constitute a quorum.
19. Save as otherwise provided in these rules, no business shall be transacted at any general meeting of the Body Corporate unless a quorum is present at the time.
20. If within half an hour from the time appointed for a general meeting of the Body Corporate a quorum is not present, the meeting of the Body

Corporate shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the number of persons present and entitled to vote at the expiration of that half hour shall constitute a quorum.

21. At a general meeting of the Body Corporate the Chairperson shall normally be the convener of the Committee if he/she is present. If there is no convener or if the convener is not present or is unwilling to act a Chairperson shall be elected at the commencement of the meeting.
22. Save as otherwise provided by the Unit Titles Act 1972 or these rules, all matters at a general meeting of the Body Corporate shall be determined by a simple majority of votes. In the case of equality of votes the Chairperson for the time being of the meeting shall have a casting vote as well as a deliberative vote.
23. Subject to the provisions of Section 41 of the Unit Titles Act 1972 at any general meeting of the Body Corporate:
  - (a) Where a unanimous resolution is required each person who is a proprietor shall be entitled to exercise one vote.
  - (b) In all other cases one vote only shall be exercised in respect of each principal unit and no separate vote may be exercised in respect of any accessory unit.
24. At any meeting of the Body Corporate any person present and entitled to vote on the matter that is under consideration may demand a poll thereon which shall be taken in such a manner as the Chairperson thinks fit.
25. The result of the poll shall be deemed to be the resolution of the meeting at which it was demanded. Where a poll is not demanded a declaration by the Chairperson that a resolution has been carried shall be conclusive evidence of that fact without proof of the number of proportion of votes recorded for or against the resolution.
26. Any vote to be cast at a general meeting of the Body Corporate may be exercised personally or by proxy. Where two or more persons are jointly entitled to exercise one vote and wish to do so by proxy that proxy shall be appointed in writing. If only one of these persons is present at a general meeting and they have not appointed a proxy as aforesaid he or she may exercise the vote.
27. Where a poll is demanded or a special resolution is before the meeting each vote shall correspond in value with the unit entitlement of the principal unit and accessory unit (if any) in respect of which it is exercised. In all other cases each vote shall be of equal value.

28. Except where a unanimous resolution is required a power of voting in respect of a unit shall not be exercised unless all amounts accrued due and payable under the Unit Titles Act 1972 to the Body Corporate in respect of the unit in respect of which the vote is exercisable have been duly paid.
29. If there is no Committee, the responsibility for the matters set out in Clause 12 of these rules except paragraph (a) and the powers given to the Committee by Clause 11 of these rules except paragraph (a) shall be those of the Body Corporate and unless the context otherwise requires every reference in these rules to the Committee shall be read as a reference to the Body Corporate.
30. A Secretary (who may or may not be a proprietor) shall be appointed by the Body Corporate at its first annual general meeting for such term at such remuneration and upon such conditions as it may approve and any Secretary so appointed may be removed by the Body Corporate either at a subsequent annual general meeting or at an extraordinary general meeting called for that purpose. At any such meeting the Secretary shall have the right to attend and be heard.
31. The function of the Secretary shall be to keep proper books of account in which shall be kept full true and complete accounts of the affairs and transactions of the Body Corporate and to carry out such other functions as may from time to time be delegated to him/her by the Body Corporate.

#### MISCELLANEOUS

32. The common seal of the Body Corporate shall not be used without the authority of the Committee of the Body Corporate previously given. Whenever the seal is affixed to any instrument, that instrument shall be attested by at least two members of the Committee or, where an administrator has been appointed or there is only one proprietor, by the administrator or that proprietor.
33. For the purposes of these rules a special resolution means a resolution proposed at a general meeting of the Body Corporate of which at least fourteen days notice specifying the intention to propose the resolution as a special resolution has been given.
34. Where a resolution is proposed as a special resolution the vote of the meeting shall be taken in the same way as if it had been proposed as an ordinary resolution and a poll had been demanded.

PROVIDED THAT a special resolution shall be deemed not to be carried unless persons entitled to exercise not less than three fourths of the value of votes and not less than three fourths of the number of votes exercisable in respect of all the units vote in favour of it.



**SECOND SCHEDULE**

1. Use. A proprietor or occupier of a unit shall not use nor permit the use of his/her unit for any other purpose other than residential accommodation and shall comply or procure compliance with the use requirements of the District Scheme of the New Plymouth District Council corresponding to this use.
2. A proprietor or occupier of a unit shall not use nor permit the use of his/her unit for any purpose which may be illegal or injurious to the reputation of the building or of the proprietors or occupiers of units in which may interfere with the peaceful enjoyment of another unit by the proprietor or occupier thereof or which may interfere with the general management of the building.
3. Aerials, etc. Outside wireless and television aerials may not be erected without written permission of the Committee.
4. Structural Alterations. No structural alteration shall be made to any unit (including any alteration or addition to gas, water or electrical installations and including the installation of any air conditioning system) without the prior permission in writing of the Committee.
5. Signs, Notices etc. Proprietors or occupiers of units shall not paint, affix or display any signs, advertisements, notices, posters, placards, banner or like matter to or on any part of the premises nor do anything to vary the external appearance of their units without the prior consent of the Committee.
6. Relation to Management. All requests for consideration of any particular matter to be referred to the Committee or to the Body Corporate shall be directed to the Secretary and not to the Chairperson or any members of the Committee. Proprietors or occupiers of units shall not directly instruct any contractors or workers employed by the Body Corporate unless so authorised.
7. Obstruction. The pathways and drives on the land and any easement giving access to the land shall not be obstructed by any of the proprietors or occupiers of units or used by them in a manner likely to cause damage or undue wear and tear to any paved or sealed surfaces or for any other purpose than the reasonable ingress and egress to and from their respective units or accessory units and no proprietor or occupier of a unit shall park or stand or permit to be parked or stood upon common property any vehicle except with the consent in writing of the Committee. A proprietor of a unit shall not obstruct nor deposit nor throw anything on any path, hall, stairway, corridor, lobby or entranceway in the building nor injure nor dirty any part thereof.
8. Interior Maintenance. Each proprietor or occupier of a unit shall be responsible for the interior maintenance and decoration of his/her unit.

9. Windows. All windows shall be kept clean and if broken or cracked shall be promptly replaced by the proprietor or occupier of the unit at his/her expense with fresh glass of the same or better quality and weight as at present.
10. Water. A proprietor or occupier of a unit shall not waste water and shall ensure that all water taps in the unit are promptly turned off after use.
11. Blockage of pipes etc. The water closets, conveniences and other water apparatus including waste masters and dishwashers, waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from the misuse or negligence shall be borne by the proprietor whether the same is caused by his/her own actions, or those of members of his/her household or his/her servants, agents, tenants or invitees.
12. Defects. A proprietor or occupier of a unit shall give the Committee prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations, fixtures or the building which comes to his/her knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they deem necessary for the safety and preservation of the building as often as may be necessary.
13. Dust etc. A proprietor of a unit shall not deposit anything, or throw any dust or beat any mat or carpet on or in, or obstruct the use or enjoyment by other proprietors or occupiers of units of the common property.
14. Unacceptable Practices. A proprietor, his/her family, servants, tenants, agents or invitees shall not spit, urinate or defecate anywhere on the common property.
15. Rubbish. A proprietor or occupier of a unit shall not throw or allow to fall or permit to suffer to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substances or liquids whatsoever out of the windows or doors or down the staircases, from the balconies, the roof or in passageways of the building. Any damage or costs for cleaning or repair by breach thereof shall be borne by the proprietor or occupier of the unit concerned.
16. Roof Access. There shall be no access permitted to any roof without the permission of the Body Corporate Committee.

17. Cleanliness. All units shall be kept clean and maintained in a manner appropriate to high cost residential accommodation. All practicable steps shall be taken to prevent infestation by vermin and/or insects.
18. The Committee shall use its best endeavours to cause all external surfaces and the common property (including all floors, coverings, stairways and outdoor areas) of the building to be cleaned in a proper and workmanlike manner, at regular intervals and otherwise as needed. The Committee shall in no way be responsible to a proprietor or occupier for any loss or damage to the property or effects of a proprietor or occupier caused by anyone employed to provide such cleaning services. All costs in providing the cleaning services as aforesaid shall be borne by the proprietors equally in proportion to their unit entitlements.
19. Proprietors or occupiers shall be responsible for the prompt removal of all construction and demolition material.
20. Rubbish Disposal. Properly secured and sealed rubbish bags for disposal shall be placed only where approved by the Committee and used only for the purpose for which they are provided. Central collection rubbish facilities provided will be cleared as required. Empty bottles, boxes, used containers and similar items shall be stored tidily and, so far as possible, out of sight where directed by the Committee. The Committee shall in no way be responsible to a proprietor or occupier for any loss or damage to the property or effects of a proprietor or occupier caused by anyone employed to provide such services. All costs in providing the rubbish collection services as aforesaid shall be borne by the proprietors equally in proportion to their unit entitlements.
21. Car Parks. Car parking spaces shall be kept tidy and free of all litter and no outside car parking spaces shall be used for storage of any kind and no maintenance or repair work other than minor maintenance work shall be carried out on any motor vehicle located therein or on the land.
22. No clothing, bedding or other articles shall be hung on the windows, balconies or on the outside of the building or windows thereof, or common areas.
23. Animals. No animals shall be kept in any unit or on the common property at any time.
24. Fire Risk. A proprietor of a unit shall not bring to, do or keep anything in his/her unit which shall increase the rate of fire insurance on the building or any property on the land or which may conflict with the laws and/or regulations to fires or any insurance policy upon the building or any property on the land or the regulations or ordinances of any Public Authority for the time being in force.

25. Dangerous Substances. A proprietor or occupier of a unit shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises, nor in any other way cause or increase a risk of fire or explosion.
26. Noise. A proprietor or occupier of a unit, or his/her servants, agents, tenants and invitees shall not make or permit any objectionable noises in the building or upon the land or interfere in any way with the peaceable enjoyment of other proprietors or occupiers of units or those having business with them or of any person lawfully using the common property and all musical instruments, radios, stereo equipment, television sets and the like shall be controlled so that the sound arises therefrom shall be reasonable and not cause annoyance to the other proprietors or occupiers of units. In particular no proprietor or occupier of a unit shall hold or permit to be held any social gathering in his/her unit which interferes with the peace and quietness of any other proprietor or occupier of a unit, at any time of day or night. The volume of musical instruments, radio or television receivers and stereo equipment or any other electronic device or medium shall be kept as low as possible at all times and they shall not be operated in such a manner as to be audible in any other unit.
27. Quietness. Servants, agents, guests and invitees leaving a unit after 11:00pm shall be requested by the proprietor or occupier thereof to leave quietly. Quietness also shall be observed when a proprietor or occupier of a unit returns to the building late at night or in the early hours of the morning.
28. Construction Noise. All construction noise shall cease between the hours of 6:00pm and 8:00am.
29. Sales. A proprietor or occupier of a unit shall not permit any auction, sale, garage sale or such like activity to be conducted or to take place in his/her unit or in the building or upon the land.
30. Heavy Articles. Before any furniture, piano, safe or heavy object or article is moved into or out of the building or any unit, due notice must be given to the Manager (if any) or otherwise to the Secretary and the moving of same must be done in the manner including the placement of protective screens and at the time directed by the Committee. A proprietor or occupier will not without the prior written consent of the Committee bring into or install in or permit or suffer to be brought in or installed in his/her unit anything whatsoever of such weight, nature or description as will impose or cause any stress or strain or weight likely to damage, weaken or cause movement or structural defect in the building or any part thereof.
31. Security. A proprietor or occupier of a unit shall: securely fasten all doors and windows to his/her unit on all occasions when the unit is left unoccupied and the Committee shall have the right to enter and fasten the same if left insecurely fastened and, observe and perform all

rules and regulations relating to the security of the building and any common property or amenities located therein as the Committee may from time to time prescribe.

32. Committee's Power of Entry. Upon one days notice in writing or immediately without notice in the event of an emergency the Committee and its servants, agents and contractors shall be permitted to inspect the interior of any unit and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the proprietor or occupier of the unit in cases where such leakage or defect is due to any act or default of the said proprietor or occupier or their guests, servants or agents). If not so permitted they may effect an entry. The Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the proprietor or occupier of the unit as is reasonable in the circumstances.
33. Keys. Each proprietor must provide a key/keys to his/her apartment(s) to the Body Corporate's Manager.
34. Notice of Rules. A copy of these Rules (or a précis thereof approved by the Committee) shall be exhibited in a prominent place in any unit leased or made available for letting.
35. Special Rules for Common Property. The Committee may make rules relating to the common property and the car parks not inconsistent with these Rules and the same shall be observed by the proprietors or occupiers of units unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
36. The duties and obligations imposed by these Rules on a proprietor or occupier of a unit shall be observed not only by the proprietor or occupier of a unit but also by the guests, servants, employees, agents, children, invitees, licensees and tenants of such proprietor or occupier. The proprietor shall in any event be responsible for any breach of the duties and obligations imposed by these Rules by those categories of persons aforesaid.
37. Recovery of Funds Expended to Rectify Breach. Where the Body Corporate expends money to make good any damage or loss caused by a breach of the Unit Titles Act 1972 or of these Rules by any proprietor or occupier of a unit or the guests, servants, employees, agents, children, invitees, tenants or licensees of the proprietor or occupier of a unit or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the proprietor of the unit at the time when the breach occurred and until paid the amount shall be treated for the purposes of these Rules as if it were a levy remaining unpaid.

38. Letting. For the purpose of ensuring adequate and proper control and management of units and of common property at all times every proprietor shall:
- (a) When creating a lease or tenancy or other right of occupation in favour of some other person (other than his/her immediate family in the case of residential units):
    - (i) notify the Manager (if any) or the Secretary in writing of the name of any such person, and;
    - (ii) ensure that the proposed lessee, tenant or occupier has received and perused a copy of the Rules of the Body Corporate, and;
    - (iii) enter into a written agreement in a form as recommended or approved by the Committee confirming that the lessee, tenant or occupier as the case may be will abide by such rules and in particular that the lessee, tenant or occupier will not create any undue noise or disturbance in his/her own use of any unit or the common property.
  - (b) When absent from New Plymouth for a period exceeding two weeks appoint the Body Corporate or some other corporation or person reasonably accessible to act as his/her Attorney in respect of his/her unit and shall notify the Body Corporate of such appointment and in the event that the Attorney is not reasonably accessible for the purposes of exercising the rights of the proprietor at any time or in the event that the proprietor does not make such appointment or notify the Body Corporate thereof, the Body Corporate shall in such event be deemed to be and shall be constituted that Attorney of the registered proprietor of the unit for the purpose of exercising the rights of the proprietor in respect of any lease or tenancy or use of the proprietor's unit during such absence.
39. The Body Corporate Committee shall have the power to issue notices of non-compliance to any tenant or lessee. Where two notices are issued within a thirty day period the second notice shall become a notice to quit the tenancy/lease, and every tenancy or lease agreement shall contain a provision to this effect.
40. Emergency Contact. The proprietor of a unit shall advise the Body Corporate of the private address (if different from the unit) and telephone number of the proprietor or occupier or if the proprietor or occupier is a corporation then of the Manager, Secretary or other responsible person employed by the proprietor or occupier and shall keep the Body Corporate promptly informed of any change of such address or telephone number.

To: The District Land Registrar  
Taranaki Registry

**NOTICE IS HEREBY GIVEN** that the rules of Body Corporate Number 13859 were on the *12th* day of *June* 1997 duly amended in the manner set out in the First and Second Schedule hereto

**AND IT IS HEREBY CERTIFIED** that each of the amendments set out in the First Schedule hereto has been duly authorised and approved by a unanimous resolution of all the proprietors who together constitute the said Body Corporate and that each of the amendments set out in the Second Schedule hereto has been duly authorised and approved by resolution of the said Body Corporate at a general meeting.

**DATED** at New Plymouth this *17th* day of *October* 1997

The **COMMON SEAL** of Body Corporate No. 13859 was hereto affixed in the presence of:-

) *Tom Whelan*  
)  
)  
) *O. A. Looperen*



*f m ... ..*

*Notice of Special ...*

11.17 31.OCT197 445697  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY TARANAKI  
DIST. ASST. LAND REGISTRAR







## View Instrument Details

Instrument No.	9149185.1
Status	Registered
Date & Time Lodged	14 Sep 2012 16:40
Lodged By	De Ridder, Christine Joy
Instrument Type	Unit Titles Act 2010 - Notice/Change of Rules - s105 &106

Toitu te  
**Land whenua**  
**Information**  
New Zealand



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Affected Computer Registers	Land District
TNF4/122	Taranaki

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**Annexure Schedule:** Contains 8 Pages.

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### Signature

Signed by Stuart Alexander Barraclough as Applicant Representative on 24/09/2012 11:43 AM

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

**Form 15**  
**Notice of change to body corporate operational rules**  
*Section 106, Unit Titles Act 2010*

**Unit plan:** 13859  
**Body Corporate Number:** 13859  
**Supplementary record sheet:** TNF4/122

**Notice**

The body corporate gives notice that the body corporate operational rules are changed as specified in the schedule of amendments.

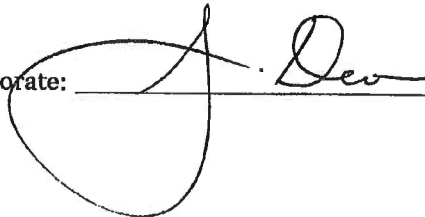
The changes have been made in accordance with a Special Resolution passed at a meeting of the Body Corporate held on 13th day of September 2012.

**Schedule of amendments**

The rules of Body Corporate 13859 are amended in the manner set out in the attached First Schedule.

Date: 13<sup>th</sup> September 2012

Signature of body corporate:

 Sally Dean  
Chairperson

Before me:

Full name of witness: Rosalie Mae Rangitahi  
Address of witness: 1b French Street  
New Plymouth

Secretary  
Body Corporate no 13859  
Devonport Apts.

**Note**

Only amendments or additions to the body corporate operational rules that relate to those matters mentioned in section 106(1)(a) and (b) of the Unit Titles Act 2010 may be made. Any amendment or addition must comply with section 106(2) and (4) of that Act.

**OPERATIONAL RULES OF BODY CORPORATE 13859**  
(Pursuant to Section 105 of the Unit Titles Act 2010)

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**FIRST SCHEDULE**

1. Use A proprietor or occupier of a unit shall not use nor permit the use of his/her unit for any other purpose other than residential accommodation and shall comply or procure compliance with the use requirements of the District Scheme of the New Plymouth District Council corresponding to this use.
2. Aerials, etc. Outside wireless and television aerials may not be erected without written permission of the Committee.
3. Structural Alterations. No structural alteration shall be made to any unit (including any alteration or addition to gas, water or electrical installations and including the installation of any air conditioning system) without the prior permission in writing of the Committee.
4. Signs, Notices etc. Proprietors or occupiers of units shall not paint, affix or display any signs, advertisements, notices, posters, placards, banner or like matter to or on any part of the premises nor do anything to vary the external appearance of their units.
5. Relation to Management. All requests for consideration of any particular matter to be referred to the Committee or to the Body Corporate shall be directed to the Secretary. Proprietors or occupiers of units shall not directly instruct any contractors or workers employed by the Body Corporate unless so authorised.
6. Obstruction. The pathways and drives on the land and any easement giving access to the land shall not be obstructed by any of the proprietors or occupiers of units or used by them in a manner likely to cause damage or undue wear and tear to any paved or sealed surfaces or for any other purpose than the reasonable ingress and egress to and from their respective units or accessory units and no proprietor or occupier of a unit shall park or stand or permit to be parked or stood upon common property any vehicle except with the consent in writing of the Committee. A proprietor of a unit shall not obstruct nor deposit nor throw anything on any path, hall, stairway, corridor, lobby or entranceway in the building nor injure nor dirty any part thereof.
7. Interior Maintenance. Each proprietor or occupier of a unit shall be responsible for the interior maintenance and decoration of his/her unit.
8. Windows. All windows shall be kept clean and if broken or cracked by the proprietor or occupier, shall be promptly replaced by the proprietor or occupier of the unit at his/her expense with fresh glass of the same or better quality and weight as at present.

9. Water. A proprietor or occupier of a unit shall not waste water and shall ensure that all water taps in the unit are promptly turned off after use.
10. Blockage of pipes etc. The water closets, conveniences and other water apparatus including waste masters and dishwashers, waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from the misuse or negligence shall be borne by the proprietor whether the same is caused by his/her own actions, or those of members of his/her household or his/her servants, agents, tenants or invitees.
11. Defects. A proprietor or occupier of a unit shall give the Committee prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations, fixtures or the building which comes to his/her knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they deem necessary for the safety and preservation of the building as often as may be necessary.
12. Dust etc. A proprietor of a unit shall not deposit anything, or throw any dust or beat any mat or carpet on or in, or obstruct the use or enjoyment by other proprietors or occupiers of units of the common property.
13. Unacceptable Practices. A proprietor, his/her family, servants, tenants, agents or invitees shall not spit, urinate or defecate anywhere on the common property.
14. Rubbish. A proprietor or occupier of a unit shall not throw or allow to fall or permit to suffer to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substances or liquids whatsoever out of the windows or doors or down the staircases, from the balconies, in passageways of the building, or in car parks and other common ground. Any damage or costs for cleaning by breach thereof shall be borne by the apartment owner of the unit concerned. Any costs for clearing and disposal of rubbish will result in a fine of \$100.00 plus GST payable by the owner of the apartment the rubbish relates to.
15. Roof Access. There shall be no access permitted to any roof without the permission of the Body Corporate Committee.
16. Cleanliness. All units shall be kept clean and maintained in a manner appropriate to high cost residential accommodation. All practicable steps shall be taken to prevent infestation by vermin and/or insects.
17. The Committee shall use its best endeavours to cause all external surfaces and the common property (including all floors, coverings, stairways and outdoor areas) of the building to be cleaned in a proper and workmanlike manner, at regular intervals and otherwise as needed.

The Committee shall in no way be responsible to a proprietor or occupier for any loss or damage to the property or effects of a proprietor or occupier caused by anyone employed to provide such cleaning services. All costs in providing the cleaning services as aforesaid shall be borne by the proprietors equally in proportion to their unit entitlements.

18. Proprietors or occupiers shall be responsible for the prompt removal of all construction and demolition material.
19. Rubbish Disposal. Non recyclable household rubbish for disposal shall be placed only where approved by the Committee. Central collection rubbish facilities provided will be cleared as required. Glass bottles, cans, plastic, paper and cardboard and polystyrene to be placed in designated recycling bins.
20. Car Parks. Car parking spaces shall be kept tidy and free of all litter and no outside car parking spaces shall be used for storage of any kind and no maintenance or repair work other than minor maintenance work shall be carried out on any motor vehicle located therein or on the land. There is to be one vehicle per allocated car park.
21. No clothing, bedding mats or other articles shall be hung on the windows, balconies or on the outside of the building or windows thereof, or common areas.
22. Animals. No animals shall be kept in any unit or on the common property at any time.
23. Fire Risk. A proprietor of a unit shall not bring to, do or keep anything in his/her unit which shall increase the rate of fire insurance on the building or any property on the land or which may conflict with the laws and/or regulations to fires or any insurance policy upon the building or any property on the land or the regulations or ordinances of any Public Authority for the time being in force.
24. Dangerous Substances. A proprietor or occupier of a unit shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises, nor in any other way cause or increase a risk of fire or explosion.
25. Noise. A proprietor or occupier of a unit, or his/her servants, agents, tenants and invitees shall not make or permit any objectionable noises in the building or upon the land or interfere in any way with the peaceable enjoyment of other proprietors or occupiers of units or those having business with them or of any person lawfully using the common property and all musical instruments, radios, stereo equipment, television sets and the like shall be controlled so that the sound arising there from shall be reasonable and not cause annoyance to the other proprietors or occupiers of units. In particular no proprietor or occupier of a unit shall hold or permit to be held any social gathering in his/her unit which interferes with the peace and quietness of any other proprietor or occupier of a unit, at any time of day or night. The volume

of musical instruments, radio or television receivers and stereo equipment or any other electronic device or medium shall be kept as low as possible at all times and they shall not be operated in such a manner as to be audible in any other unit.

26. Quietness. Servants, agents, guests and invitees leaving a unit after 11:00pm shall be requested by the proprietor or occupier thereof to leave quietly. Quietness also shall be observed when a proprietor or occupier of a unit returns to the building late at night or in the early hours of the morning.
27. Construction Noise. All construction noise shall cease between the hours of 6:00pm and 8:00am.
28. Sales. A proprietor or occupier of a unit shall not permit any auction, sale, garage sale or such like activity to be conducted or to take place in his/her unit or in the building or upon the land.
29. Heavy Articles. Before any furniture, piano, safe or heavy object or article is moved into or out of the building or any unit, due notice must be given to the Manager (if any) or otherwise to the Secretary and the moving of same must be done in the manner including the placement of protective screens and at the time directed by the Committee. A proprietor or occupier will not without the prior written consent of the Committee bring into or install in or permit or suffer to be brought in or installed in his/her unit anything whatsoever of such weight, nature or description as will impose or cause any stress or strain or weight likely to damage, weaken or cause movement or structural defect in the building or any part thereof.
30. Security. A proprietor or occupier of a unit shall: securely fasten all doors and windows to his/her unit on all occasions when the unit is left unoccupied and the Committee shall have the right to enter and fasten the same if left insecurely fastened and, observe and perform all rules and regulations relating to the security of the building and any common property or amenities located therein as the Committee may from time to time prescribe.
31. Committee's Power of Entry. Upon one days notice in writing or immediately without notice in the event of an emergency the Committee and its servants, agents and contractors shall be permitted to inspect the interior of any unit and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment or to ensure the proprietors or occupiers compliance with their obligation under the Unit Titles Act 2010 and/or compliance with the Body Corporate Operational Rules (at the expense of the proprietor or occupier of the unit in cases where such leakage or defect is due to any act or default of the said proprietor or occupier or their guests, servants or agents). If not so permitted they may effect an entry. The Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the proprietor or occupier of the unit as is reasonable in the circumstances.

32. Keys. Each proprietor must provide a key/keys to his/her apartment(s) to the Body Corporate's Manager. The keys are for emergency use not for 'lock out' use.
33. Notice of Rules. A copy of these Rules (or a précis thereof approved by the Committee) shall be exhibited in a prominent place in any unit leased or made available for letting.
34. Special Rules for Common Property. The Committee may make rules relating to the common property and the car parks not inconsistent with these Rules and the same shall be observed by the proprietors or occupiers of units unless and until they are disallowed or revoked by a ordinary resolution at a general meeting of the Body Corporate.
35. The duties and obligations imposed by these Rules on a proprietor or occupier of a unit shall be observed not only by the proprietor or occupier of a unit but also by the guests, servants, employees, agents, children, invitees, licensees and tenants of such proprietor or occupier. The proprietor shall in any event be responsible for any breach of the duties and obligations imposed by these Rules by those categories of persons aforesaid.
36. Recovery of Funds Expended to Rectify Breach. Where the Body Corporate expends money to make good any damage or loss caused by a breach of the Unit Titles Act 2010 or of these Rules by any proprietor or occupier of a unit or the guests, servants, employees, agents, children, invitees, tenants or licensees of the proprietor or occupier of a unit or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the proprietor of the unit at the time when the breach occurred and until paid the amount shall be treated for the purposes of these Rules as if it were a levy remaining unpaid.
37. Letting. For the purpose of ensuring adequate and proper control and management of units and of common property at all times every proprietor shall:
- (a) When creating a lease or tenancy or other right of occupation in favour of some other person (other than his/her immediate family in the case of residential units):
    - (i) notify the Manager (if any) or the Secretary in writing of the name of any such person, and;
    - (ii) ensure that the proposed lessee, tenant or occupier has received and perused a copy of the Rules of the Body Corporate, and;
    - (iii) enter into a written agreement in a form as recommended or approved by the Committee confirming that the lessee, tenant or occupier as the case may be will abide by such rules and in particular that the lessee, tenant or occupier

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will not create any undue noise or disturbance in his/her own use of any unit or the common property.

- (b) When absent from New Plymouth for a period exceeding three weeks appoint the Body Corporate or some other corporation or person reasonably accessible to act as his/her Attorney in respect of his/her unit and shall notify the Body Corporate of such appointment and in the event that the Attorney is not reasonably accessible for the purposes of exercising the rights of the proprietor at any time or in the event that the proprietor does not make such appointment or notify the Body Corporate thereof, the Body Corporate shall in such event be deemed to be and shall be constituted that Attorney of the registered proprietor of the unit for the purpose of exercising the rights of the proprietor in respect of any lease or tenancy or use of the proprietor's unit during such absence.
38. Emergency Contact. The proprietor of a unit shall advise the Body Corporate of the private address (if different from the unit) and telephone number of the proprietor or occupier or if the proprietor or occupier is a corporation then of the Manager, Secretary or other responsible person employed by the proprietor or occupier and shall keep the Body Corporate promptly informed of any change of such address or telephone number.
39. New Residents Must:
- (i) Organize services to the apartment e.g. electricity
  - (ii) Provide access/ key for the apartment for gas meter readings
40. Departing Residents Must:
- (i) Arrange with NZ Post for redirection of mail
  - (ii) Advise management of departure
41. Assembly Point In the case of an emergency the assembly point is at the Young Street end of the dumpster.
42. Key Pad Access. Via the St Aubyn Street entrance is for residents' use. The code must not be given to family or friends. All visitors to the Apartments must enter/exit via the Dawson Street entrance.
43. Electronic Gate. Payment for the remote must be received before a replacement remote is issued.
44. A proprietor shall permit the Body Corporate (or its agents or servants) at all reasonable hours to enter into and upon his/her unit for the purpose of removal and reconstruction of any structural walls as directed by the New Plymouth District Council in accordance with gazette notice 148092 and in accordance with a certain Deed of Covenant dated the 20<sup>th</sup> day of May 1982 between the New Plymouth



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District Council and Devon Apartments Limited. A proprietor shall comply with all requests from the New Plymouth District Council relating to the removal and reinstatement of any structural walls on accordance with Gazette Notice 148092 and a certain Deed of Covenant dated the 20<sup>th</sup> of May 1982 should any such request for removal of and reinstatement of structural walls ever be made by the New Plymouth District Council.

45. A committee shall consist of such number of proprietors not being fewer than three.
46. The quorum necessary for the transaction of business of the committee shall be two if there are not more than six members and three otherwise.