



**Instrument No.** 12662987.2  
**Status** Registered  
**Date & Time Lodged** 06 Apr 2023 14:41  
**Lodged By** Chang, Hyung-Hwa  
**Instrument Type** Application for Deposit of Unit Title Plan



Affected Records of Title	Land District
1118377	North Auckland
1113472	North Auckland
1113473	North Auckland
1113474	North Auckland
1113475	North Auckland
1113476	North Auckland
1113477	North Auckland
1113478	North Auckland
1113479	North Auckland
1113480	North Auckland
1113481	North Auckland
1113482	North Auckland
1113483	North Auckland
1113484	North Auckland
1113485	North Auckland
902981	North Auckland

**Annexure Schedule** Contains 10 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

#### Signature

Signed by Hyung-Hwa Chang as Applicant Representative on 18/05/2023 10:31 AM

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

## Form 1

## Application to deposit unit plan

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

Applicant(s): Pokeroo Village Holdings Limited

Unit plan: 587147

Address for service: C/- 31 Ladies Mile, Remuera, Auckland 1050

Schedule of land: New records of title to be issued as per the schedule below from the land currently comprised in record of title 902981 (being Lot 21 Deposited Plan 539024).


Units	Deposited Plan	Record of Title
Principal Unit 1A, Accessory Units 1, 2, 3, 4, 5, 45, 46, 47 and 48	587147	1113472
Principal Unit 2A, Accessory Units 6, 7 and 8	587147	1113473
Principal Unit 3A, Accessory Units 9 and 10	587147	1113474
Principal Unit 4A, Accessory Units 11 and 12	587147	1113475
Principal Unit 5A, Accessory Units 13, 14, 15 and 16	587147	1113476
Principal Unit 6A, Accessory Units 29 and 30	587147	1113477
Principal Unit 7A, Accessory Units 31 and 32	587147	1113478
Principal Unit 8A, Accessory Units 33 and 34	587147	1113479
Principal Unit 9A, Accessory Units 35 and 36	587147	1113480
Principal Unit 10A, Accessory Units 37, 38, 39, 40, 41, 42, 43 and 44	587147	1113481
Principal Unit 11A, , Accessory Units 17, 18, 19, 20 and 21	587147	1113482
Principal Unit 12A, Accessory Units 22 and 23	587147	1113483

Principal Unit 13A, Accessory Units 24, 25 and 26	587147	1113484
Principal Unit 14A, Accessory Units 27 and 28	587147	1113485
Supplementary record sheet	587147	1118377

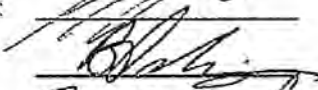
### Application

1. The applicant is the registered owner of the estate in land comprised in the record of title referred to in the schedule of land.
2. The applicant applies to deposit 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: 13 March 2028

Signature of applicant: 

Before me:

Full name of witness: 

Address of witness: Russell John Parkinson  
Auckland.

## FORM 14

## NOTICE OF BODY CORPORATE OPERATIONAL RULES

Section 105 Unit Titles Act 2010

Applicants: Pokeno Village Holdings Limited  
 Unit Plan: 587147  
 Supplementary Record Sheet: 1118377

**Notice**

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

**Schedule of body corporate operational rules****BC 587147 OPERATIONAL RULES****1. Application**

- a) All previous Body Corporate Rules and the Body Corporate Operational Rules in schedule 1 of the Unit Titles Regulations 2011 (the Regulations) are revoked and replaced with these rules,
- b) These operational rules are binding on the Body Corporate, all Owners, occupiers and mortgagees in possession of a Unit in the Unit Title Development and their employees, agents, licensees, lessees, invitees and tenants.

**2. Interpretation**

- a) In these rules:
  - i. Terms defined in the Unit Titles Act 2010 (the Act) and Regulations have the same meaning in these rules as they have in the Act and Regulations unless these rules or context require otherwise;
  - ii. Headings are included for convenience and information only and do not form part of the rules; and
  - iii. References to the singular include references to the plural and vice versa and references to any action by the Body Corporate or an owner include references to permitting or causing that action.
- b) The following words have the meanings set out below:
  - i. **Act** means the Unit Titles Act 2010;
  - ii. **Body Corporate** means Body Corporate 587147;
  - iii. **District Plan** means the operative and/or proposed Waikato District Council district plan;
  - iv. **Manager** means a building or property manager contracted, engaged or otherwise appointed by the Body Corporate to provide building or property management services to the Body Corporate and, if such a company or person is not contracted, engaged or otherwise appointed, the Body Corporate shall be the Manager;

- v. **Owner** means, in relation to any Unit in the Unit Title Development, the registered owner, occupier or mortgagee in possession of a stratum estate in the Unit under the Land Transfer Act 2017 and includes their employees, agents, licensees, lessees, tenants and invitees;
- vi. **Secretary** means a body corporate secretary or manager contracted engaged or otherwise appointed by the Body Corporate to provide body corporate secretarial and management services to the Body Corporate and, if such a company or person is not contracted, engaged or otherwise appointed, the Body Corporate shall be the Secretary;
- vii. **Unit** means a principal unit or accessory unit separately comprised in Unit Plan 587147 (North Auckland Registry) separately or together as context requires; and
- viii. **Unit Title Development** means the principal units, accessory units and common property in the unit title development on Unit Plan 587147 (North Auckland Registry) at 16 Gateway Park Drive, Pokeno.

### 3. **Damage to common property**

An Owner must not:

- a) damage or deface the common property; or
- b) drive, operate or use, or permit to be driven, operated or used, any vehicle or machinery or similar on the common property of a size and weight that is likely to cause damage to the common property and any such damage caused or contributed to shall be paid for by the owner responsible; or
- c) interfere with reasonable use or enjoyment of the common property by other Owners.

### 4. **Use of facilities, assets and improvements within the common property**

An owner of a Unit must not:

- a) 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 any conditions of use for such facilities, assets or improvements set by the Body Corporate and any requirements of any territorial authority from time to time;
- b) use any part of the common property that is used as an entrance or access way to the Unit Title Development and any easement area giving access to the Unit Title Development for any purpose other than for entering or leaving the Unit Title Development;
- c) conduct or allow any garage sale or like activity in the Unit, the accessory unit or the common property without the prior written consent of the Body Corporate.

### 5. **Vehicle parking**

- a) An Owner 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 a 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 any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park;
  - 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 Unit Title Development that the Body Corporate considers is parked in such a manner that is in breach of this rule 5, 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, instances of abuse of the parking privilege may result in vehicles being towed without notice by the Body Corporate.

#### 6. Aerials, satellite dishes and antennas

An Owner must not erect, fix or place any aerial, satellite dish, antenna or similar device on or to the exterior of a Unit or on or to common property without the prior written consent of the Body Corporate, which shall not be unreasonably or arbitrarily withheld. The consent of the Body Corporate may be withheld, varied or revoked if the rights of another owner are adversely affected by the exterior aerial, satellite dish, antenna or similar device.

#### 7. Signs, notices, advertising and promotion

An Owner of a Unit must not erect, fix, place or paint any signs or notices of any kind on or to any part of the common property or on or to any part of a Unit without the prior written consent of the Body Corporate (which shall not be arbitrarily or unreasonably withheld) and then:

- a) only of such colour, size and style which shall not be inconsistent with the quality and nature of the Unit Title Development and approved by the Body Corporate; and
- b) in such places approved by the Body Corporate.

#### 8. Contractors

- a) An Owner of a Unit who carries out any repairs, maintenance, additions, alterations or other such work on a Unit must ensure that any contractors or other such persons employed by the Owner cause minimum inconvenience to all other Owners and ensure that such work is carried out in a proper and workmanlike manner.
- b) Any contractor to be employed in respect of any repairs, maintenance, additions, alterations or other such work to the common property must be either appointed or approved by the Body Corporate and the Body Corporate may specify conditions under which such work shall be done (including, without limitation, any health and safety requirements) provided however that nothing in this rule 8 shall be deemed to prevent an owner from employing its own contractors in respect of repairs, maintenance, additions, alterations or other such work to its Unit.

#### 9. Rubbish and pest control

An Owner:

- a) must not leave rubbish, recycling material, trade refuse or waste, dirt or other material on the common property except in areas designated for rubbish collection by the Body Corporate, and where such material is left in a designated rubbish collection area it must not be left in such a way that interferes with the enjoyment of the common property by other Owners;
- b) must dispose of rubbish and recycling material promptly, hygienically and tidily and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;
- c) must not burn any rubbish anywhere on the common property or in any Unit;

- d) shall keep the Unit free of any vermin, pests, rodents and insects.

**10. Cleaning**

An Owner must ensure that the Unit is kept clean at all times.

**11. Interior of the Unit**

An Owner shall:

- a) not use or permit the Unit to be used for any purpose other than in accordance with the requirements of the District Plan;
- b) not use or permit the Unit to be used for any purpose or activity which is listed in Schedule A of these rules;
- c) be responsible for the interior maintenance and decoration of their Unit;
- d) not use or permit the Unit to be used for any purpose which is illegal or which may be injurious to the reputation of any Unit or the Body Corporate;
- e) repair and maintain the interior of the Unit and keep it in sufficiently good order, repair and condition to ensure no damage, harm, or diminution in value occurs to the common property of any other Unit (subject to rule 8);
- f) not hang internal curtains or blinds, visible from the outside of the Unit, unless the colour and design of those curtains and blinds is approved by the Body Corporate. In giving such approval the Body Corporate shall ensure as far as practicable that the curtains or blinds in all Units present a uniform and orderly appearance when viewed from outside the Unit Title Development;
- g) replace as often as the need shall arise (in the opinion of the Body Corporate) at their expense, any curtains or blinds in the Unit;
- h) not throw or allow, permit or suffer to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substances or liquids whatsoever in the lifts, out of windows or doors, down the staircase, from balconies, the roof or in passage ways of the building. Any damage or cost for cleaning or repairs caused by a breach of this rule shall be borne by the Owner or Occupier of the Unit concerned;
- i) at all times treat and use their Unit in a manner consistent with the quality nature of the building and taking into account the quality and nature of the buildings adjacent to, or in the vicinity of the building.

**12. Accessory Unit**

An Owner must not use or permit an accessory unit to be used for any purpose other than as the purpose for which the accessory unit was constructed and designed for.

**13. Exterior of the building**

An Owner must:

- a) make no alteration or structural alterations to the Unit, unless such additions or structural alterations do not materially affect another Unit or common property, or in any way alter the elevation or external appearance of the Unit without the prior written consent of the Body Corporate;
- b) make no alteration to the colour scheme or appearance of the exterior of the Unit which includes door knobs, door locks and the colour scheme of the front door without first obtaining the written consent of the Body Corporate;



- c) not paint or refurbish the exterior of the Unit, except in conformity with the general scheme of painting for the Units approved by the Body Corporate;
- d) not erect external blinds or awnings on the Unit;
- e) maintain any deck, balcony or courtyard forming part of the Unit in a neat and tidy condition and not place any item other than outdoor furniture and plants on the deck or balcony without the prior written approval of the Body Corporate;
- f) replace any windows, shutters, awnings or doors which are broken, cracked or damaged with new glass or materials of the same pattern and quality.
- g) This rule 13 is to be read subject to rule 8.

**14. Cleaning and replacing glass**

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

**15. Security and ventilation equipment**

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

**16. Noise, behaviour and conduct**

An Owner must not make or permit any excessive 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 use and enjoyment of the Unit Title Development by other Owners.

**17. Pets**

- a) An Owner 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. Consent of the Body Corporate shall not be unreasonably or arbitrarily withheld and may be revoked upon written notice if the rights or interests of any other owner are adversely affected by any animal or pet.
- b) Notwithstanding rule 17(a) any Owner of a Unit who relies on a guide, hearing or assistance dog may bring or keep such a dog in a Unit, and may bring such a dog onto the common property.
- c) The Owner of any animal or pet permitted under rule 17(a) or any dog permitted under rule 17(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.

**18. Security**

An Owner must keep the 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.

**19. Moving and installing heavy objects**

An Owner 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.

**20. 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 designated for goods only, (together the Delivery Area), must only be used:
  - i. by Owners of Units or anyone permitted by an owner;
  - ii. for the purposes for which it was designed and constructed;
  - iii. during certain hours set by the Body Corporate from time to time.
- b) Any Delivery Area in a Unit must only be used by the owner of the 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 the Unit except through the Delivery Area.

**21. Hazards, insurance and fire safety**

- a) Without limiting rule 21(b), each Owner agrees and acknowledges as follows:
  - i. The Units in the Unit Title Development have been designed as light industrial units and are not suitable for bulk storage or hazardous substances.
  - ii. Limited quantities of paint, oil, solvents, fuel used in conjunction with trade and vehicle use are permitted, provided that these are stored as per applicable recommended guidelines in approved containers, with adequate ventilation.
  - iii. Prior to bringing onto, storing or using any substance for which a location test certificate is required, or is defined as a very hazardous substance in Fire Emergency New Zealand's classifications and thresholds for hazardous substances, all Owners must obtain written permissions from the Body Corporate.
  - iv. If quantities of the substance is likely to increase the insurance premium, then the extra cost will be the sole responsibility of the relevant Owner.
  - v. If, at any time, insurance risk assessors find that an Owner is deemed by them as an insurance risk, the Owner must comply with the insurance assessors' recommendations to remedy any faults, or to mitigate any risks. Should the Owner not comply within a reasonable timeframe, the Body Corporate may complete the required works on behalf of and to the cost of the Owner or if this is not possible, compel the Owner to vacate the Unit until the required work has been completed.
  - vi. If there is dispute regarding the application of this rule, the Body Corporate's determination will be final and binding.
- b) The Owner must comply at all times with the Body Corporate insurance policy for the Unit Title Development, and any enactment or rule of law relating to fire, insurance, dangerous goods or hazardous substances, and any requirements of any territorial authority.
- c) An Owner must not affect the operation of fire safety devices and equipment or reduce the level of fire safety in the Unit Title Development.

**22. Emergency evacuation drills and procedures**

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

**23. Notice of damage, defects, accidents or injury**

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

**24. Compliance with Sale of Liquor Act and other statutes**

Where a business operating from a Unit is subject to the Sale and Supply of Liquor Act 2012 or any other statute, regulation or enactment to which the business is subject (together called Statute) the Owner must ensure that the requirements of the Statute are complied with at all times and must take all reasonable steps to ensure that the business operation does not interfere with the use and enjoyment of the Unit Title Development by other Owners.

**25. Leasing a Unit**

An Owner who leases or otherwise tenants or lets a Unit or who otherwise has their Unit occupied in their absence must:

- a) provide the Body Corporate with written notice of the full name, landline phone number and/or cell phone number and the email and physical address for service for the Owner and for all tenants or occupants of the Unit;
- b) 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;
- c) include a clause in the lease, license, tenancy or any other document recording the leasing arrangement (the Lease) stating that the lessee, tenant or occupier of the Unit is bound by these rules and attach a full copy of these rules to the Lease;
- d) in accordance with section 81 of the Act, an Owner who leases or licences their Unit and who is absent from New Zealand for more than 3 consecutive weeks must appoint a person in New Zealand to act as his agent and advise the Body Corporate of the agent's name, address for service, and contact details;
- e) pay to the Body Corporate on demand any costs suffered by the Body Corporate due to a breach of these rules by any tenant or licensee (or their invitees) of the Owner;
- f) promptly notify the Body Corporate in writing of any changes to the details in rule 25(a).

**26. Relation to management**

All requests for consideration of any matter to be referred to the Body Corporate shall be directed to the Secretary in the first instance. Owners shall not directly instruct any contractors or workmen employed by the Body Corporate unless authorised to do so.


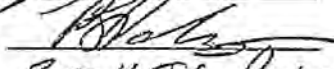
**27. Name of the building**

The building shall be known as 16 GATEWAY and not by any other name unless the Body Corporate decides that the building should be known by another name.

Schedule A

PROHIBITED USES

1. Open yard hire premises.
2. Car Paint and Panel shops.
3. Open yard industrial depots.
4. Concrete products manufacture.
5. Massage Parlours, Escort Agencies or any other business offering similar services.
6. Brothels,
7. Any business use that produces obnoxious or unpleasant fumes.
8. Day or night educational courses to a large number of students.
9. Such other prohibited uses as may be determined by the Body Corporate from time to time.

Date: 13 March 2023  
Signature of applicant:   
Before me:   
Full name of witness: Russell John Parkison  
Address of Witness: Auckland