



**GULF HARBOUR MARINE VILLAGE
RESIDENTS' ASSOCIATION INCORPORATED**

CONSTITUTION

01 MAY 2019

CONTENTS

CONSTITUTION.....	5
1 NAME	5
2. DEFINITIONS AND INTERPRETATION	5
2.1. Definitions	5
2.2. Interpretation.....	7
3. OBJECTS.....	7
3.1. General.....	7
3.2. Pecuniary gain not to be an objects.....	8
3.3. Members may contract	8
4. MEMBERSHIP	8
4.1. Categories of Membership.....	8
4.2. Number of Memberships	8
4.3. Owners to be Members	8
4.4. Developer as Controlling Member	9
4.5. Register of Members	9
4.6. Not assignable	9
4.7. More than one Owner.....	9
4.8. No notice of any trust.....	9
4.9. Mortgage of Developed Property	9
5. GENERAL MEMBERSHIP OBLIGATIONS	10
5.1. Comply with Constitution and Rules	10
5.2. Pay Base Levy	10
5.3. No objections to development.....	10
6. RESIDENTIAL MEMBERSHIP RIGHTS, OBLIGATIONS AND RESTRICTIONS.....	10
6.1. Right to use Common Facilities	10
6.2. No interference with berthage rights.....	10
6.3. Suspension of usage rights	10
6.4. Support easement rights.....	10
6.5. Restriction on use of Residential Fringe.....	11
7. RESIDENTIAL BERTH MEMBERSHIP RIGHTS, OBLIGATIONS AND RESTRICTIONS	11
7.1. Dwelling linked to Berth	11
7.2. Right to use Berth.....	11
7.3. Pay Berth Levy.....	11
7.4. Suspension of Berth usage rights	11
7.5. Term	11
7.6. Licence personal.....	11
7.7. Transfer and reallocation of Berth	11
7.8. Permitted sublicensing.....	12
7.9. No proprietary right conferred	12
7.10. Association not to be liable	12
7.11. Indemnity to Association.....	12
7.12. Bylaws and instructions.....	13
7.13. Amendments to Common Facilities Rules.....	13

8.	COMMERCIAL MEMBERSHIP RIGHTS, OBLIGATIONS AND RESTRICTIONS.....	13
8.1.	Basic rights, obligations and restrictions.....	13
8.2.	Additional rights, obligations and restrictions	13
9.	LEVIES AND CHARGES.....	13
9.1.	Definitions and interpretation	13
9.2.	Association may apportion costs or levy specific costs from Bodies Corporate	15
9.3.	Base Levy.....	15
9.4.	Berth Levy.....	15
9.5.	Commercial Levy	15
9.6.	Application of General Sinking Fund	15
9.7.	Application of Waterway Sinking Fund	16
9.8.	Committee may fix special levies	16
9.9.	Limitation on special levies	16
9.10.	Annual estimates.....	16
9.11.	Obligation to pay	16
9.12.	Annual reconciliation	16
9.13.	Interim payments	17
9.14.	Staged development	17
9.15.	Adjustments where new Developed Properties made available	17
9.16.	Sale of Developed Property.....	17
9.17.	Statement of Member's position	17
10.	OWNERS ENCUMBRANCES AND OWNERS' SCHEME	17
10.1.	Owners' encumbrances.....	17
10.2.	Owners' Scheme.....	17
10.3.	Committees to have delegated powers	17
11.	BREACH OF OBLIGATIONS	18
11.1.	Occupiers and Invitees	18
11.2.	Breach of Constitution	18
12.	POWERS AND OBLIGATIONS OF THE ASSOCIATION	18
12.1.	Common Facilities Rules and Village Rules	18
12.2.	Repair of Common Facilities.....	18
12.3.	Insurance	18
12.4.	Service contractors.....	189
12.5.	Owner's agent	189
13.	LIMITATIONS ON THE ASSOCIATION'S POWERS	18
13.1.	No indebtedness	18
13.2.	No encumbrances	19
13.3.	No investments	19
13.4.	No improper use	19
13.5.	Application of funds	19
13.6.	Expenditure Authority.....	19
14.	COMMITTEE	19
14.1.	Powers.....	19
14.2.	Bank accounts	19
14.3.	Documents	19
14.4.	Composition	19

14.5. Committee Members	19
14.6. Tenure of positions	20
14.7. Vacancy of positions.....	20
14.8. Duties of Treasurer/Secretary	20
14.9. Conduct of meetings	20
14.10. Chairperson	20
14.11. Casting vote.....	21
14.12. Common Seal.....	21
14.13. Voting	21
14.14. Validity of Committee's actions	21
14.15. Committee minutes and records.....	21
15. MANAGER OR TREASURER/SECRETARY	21
15.1. Appointment	21
16. GENERAL MEETINGS.....	21
16.1. Annual general	21
16.2. Special general meetings.....	21
16.3. Powers of the Association in general meeting.....	21
16.4. Quorum	21
16.5. Notice of general meeting.....	21
16.6. Failure to give notice	22
16.7. The Chairperson	22
16.8. Adjournment	22
16.9. Adjourned meetings.....	22
16.10. Irregularity in notice of meeting	22
17. VOTING	22
17.1. One Member one vote.....	22
17.2. Controlling Member	22
17.3. Corporation representatives	22
17.4. No vote if fees unpaid	22
17.5. Voting at meetings	22
17.6. Good faith.....	23
18. GENERAL	23
18.1. Dissolution.....	23
18.2. Alteration of Constitution	23
18.3. Registered office	24
18.4. Liability of Members.....	24
18.5. Indemnity	24
18.6. Arbitration.....	24
18.7. Approval	24
SCHEDULE 1 - Waterway Plan.....	25
SCHEDULE 2 - Common Facilities Rules.....	31
SCHEDULE 3 - Berth Licence Terms	33
SCHEDULE 4 - Village Rules.....	37
SCHEDULE 5 - Town Centre Rules	39
SCHEDULE 6 - Membership Acknowledgement	40

CONSTITUTION

1. NAME

The name of the Association shall be **Gulf Harbour Marine Village Residents' Association Incorporated**.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

In this Constitution, unless the context otherwise requires, the following terms shall have the meanings ascribed to them:

"Act" means the Incorporated Societies Act 1908 and any amendments or updates.

"Association" means the Gulf Harbour Marine Village Residents' Association Incorporated.

"Bank" means a bank registered under the Reserve Bank of New Zealand Act 1989 and any amendments or updates.

"Benefiting Lots" means Lots 1 and 2 on the Scheme Plan comprising the Waterway, together with each of the separate Lots within the Gulf Harbour Marine Village, and each stratum estate in fee simple on issue in respect of any Dwelling or Commercial Unit, the title to which is issued under the Unit Titles Act 2010 and any amendments or updates.

"Berth" means each Berth, comprising the berth space and associated Berth structures within the Waterway as identified and shown on the Waterway Plan.

"Berth Licence Terms" means the standard rules, terms and conditions applicable to the use and enjoyment by each Member holding a Residential Berth Membership of that Member's allocated Berth, such terms and conditions being initially as at the date of adoption of this Constitution as set out in Schedule 3.

"Berth Sublicensee" means any permitted sublicensee of a Residential Berth Member's Berth.

"Body Corporate" means each body corporate constituted under the Unit Titles Act 2010 and any amendments or updates on the deposit of the relevant unit plan, deposited in relation to any allotment in the Gulf Harbour Marine Village.

"Commercial Fringe" means that part of the Waterway above the level of mean high water springs and abutting Lot 1 on the Scheme Plan, not being part of the Residential Fringe, but comprising the Waterway retaining wall and the associated perimeter, as identified and shown on the Waterway Plan.

"Commercial Member" means any Member recognized in accordance with this Constitution as holding a Commercial Membership.

"Commercial Membership" means a Membership in the Association held by a Member, by virtue of that Member owning a Commercial Unit in the Gulf Harbour Marine Village.

"Commercial Unit" means a property within the Gulf Harbour Marine Village authorised by the Association to be used for commercial purposes and owned in freehold (including stratum estate in freehold) by a Member.

"Committee" means the Committee Members from time to time elected to manage the affairs of the Association pursuant to this Constitution.

"Common Facilities" means the Waterway together with all those facilities, including relevant land, comprising part of Lot 1 on the Scheme Plan, as are from time to time designated as Common Facilities by the Association, incorporating common or public walkways, pedestrian areas, seating, toilet facilities, carparks, walls, security structures, ramps, launching facilities and other facilities.

"Common Facilities Rules" means the Rules promulgated from time to time by the Association, regulating and controlling the use and enjoyment by Members of the Common Facilities, such Rules as at the date of adoption of this Constitution being as set out in Schedule 2.

"Constitution" means this Constitution, as amended or added to, including all Schedules to this Constitution.

"Controlling Member" means Gulf Harbour Marlin Limited (1494198) or its successors or assigns.

"Default Interest Rate" means four per cent above the Association's banker's overdraft rate applicable during the continuance of the default.

"Developed Property" means a property within the Gulf Harbour Marine Village:

- (a) for which a separate freehold title (including a Unit Title) has issued; and
- (b) which has been fully developed by the Developer as a Dwelling or a Commercial Unit or for any other permitted use.

"Developer" means Gulf Harbour Marlin Limited (1494198) and its successors and assigns carrying out the development of the Gulf Harbour Marine Village.

"Dwelling" means a residential property within the Gulf Harbour Marine Village owned in freehold (including stratum estate in freehold) by a Member.

"Fairway" means all that part of the Waterway, not including the berths, but comprising the Fairway used for navigation purposes, the boundaries of which shall be initially as identified and shown on the Waterway Plan and otherwise as determined from time to time by the Association.

"Gulf Harbour Marine Village" means the fully integrated residential and commercial subdivision and Waterway developed (or as progressively developed) on that land bounded by Harbour Village Drive, Gulf Harbour Drive, Laurie Southwick Parade and both sides of Rue d'Amarres, Gulf Harbour, Whangaparaoa, and comprising Lots 1 and 2 on the Scheme Plan.

"Invitee" means any Invitee of or any visitor to an Owner or Occupier.

"Island" means the land within the Town Centre Waterway above the level of mean high water springs, but not being part of the Commercial Fringe, as identified and shown on the Waterway Plan, and comprising any bridge connecting the Island to the Town Centre, retaining wall and associated perimeter, plant, equipment, utilities, facilities and other structures on the Island.

"Manager" means the Manager and/or Treasurer/Secretary or management company of the Association, appointed under Rule 15.1.

"Member" means any person recognised in accordance with this Constitution as holding a Membership.

"Member's Berth" means the particular Berth, as shown on the Waterway Plan, that a particular Residential Berth Member has the licence to use and enjoy, subject to the terms of this Constitution.

"Membership" means a Membership of the Association, being a Residential Membership, a Residential Berth Membership, or a Commercial Membership.

"Occupier" means any person occupying any Developed Property under any lease, licence or other occupancy right, whether formal or informal, and shall be deemed to include all Members of an Owner's immediate family.

"Owner" means each person registered as a proprietor (whether individually or with others) of a Developed Property or, as the context requires, each group of persons collectively registered as proprietors of a Developed Property.

"Owners' Scheme" means the Scheme for the regulation and control of those matters affecting the use and enjoyment of all Dwellings and Commercial Units developed as part of the Gulf Harbour Marine Village, in accordance with the provisions of Rule 10.

"Owner's Title" means the Certificate of Title issued for an Owner's Developed Property.

"Registrar" means the person holding office from time to time as the Registrar of Incorporated Societies in terms of the Act.

"Residential Berth Member" means any Member recognised in accordance with this Constitution as holding a Residential Berth Membership.

"Residential Berth Membership" means a Membership in the Association held by a Member, by virtue of that Member owning a Dwelling in the Gulf Harbour Marine Village, where that Member has, under the terms of this Constitution, rights to the use and enjoyment of a Berth linked to that Member's ownership of the Dwelling.

"Residential Fringe" means that part of the Waterway above the level of mean high water springs and, abutting Lot 1 on the Scheme Plan, not being part of the Commercial Fringe and comprising the Waterway retaining wall and associated perimeter, as identified and shown on the Waterway Plan.

"Residential Member" means any Member recognised in accordance with this Constitution as holding a Residential Membership.

"Residential Membership" means a Membership in the Association held by a Member by virtue of that Member owning a Dwelling in the Gulf Harbour Marine Village, where that Member does not, under the terms of this Constitution, have rights of use and enjoyment in respect of any Berth.

"Scheme Plan" means DP 168032, being a plan of subdivision of part Lot 1 DP 57805 and part Lot 2 DP 111280 (North Auckland Registry).

"Special Resolution" means a resolution of the Association in general meeting passed by a majority of not less than 75% of such Members as, being entitled to do so, vote in person or by proxy at such general meeting.

"Town Centre" means all of the Commercial Units erected from time to time on the Town Centre Land, together with all plant, equipment, utilities, facilities and other structures on the Town Centre Land.

"Town Centre Land" means that land within the Gulf Harbour Marine Village being 2.1252 hectares and contained in Lot 1 DP 177462 (North Auckland Registry), and such other part of the Gulf Harbour Marine Village as may be designated from time to time by the Association.

"Town Centre Owner" means the Commercial Member who is the Owner at any time and from time to time of the Town Centre Land or, where the relevant unit plan(s) have been deposited in respect of the Town Centre land and all those Commercial Members who are Owners at any time and from time to time, collectively registered as proprietors of all of the Commercial Units situated on the Town Centre Land.

"Town Centre Rules" means the Rules promulgated from time to time by the Association regulating and controlling the use and enjoyment by the Commercial Members of the Commercial Units, such Rules being set out in Schedule 5.

"Town Centre Waterway" means that part of the Waterway, as identified and shown on the Waterway Plan and including the Commercial Fringe, but not including the Island.

"Village Rules" means the Rules promulgated from time to time by the Association, regulating and controlling certain matters relating to the use and enjoyment and state of repair, decoration and landscaping of, and provision of services to, all Dwellings and Commercial Units within the Gulf Harbour Marine Village, such Rules being initially as at the date of adoption of this Constitution as set out in Schedule 4.

"Waterway" means all of the land (including foreshore and seabed) comprised in Lot 2 on the Scheme Plan and as shown on the Waterway Plan, together with all plant, equipment, utilities, facilities and other structures to be formed and constructed on that land including:

- (a) all retaining walls, piles, moorings, fingers, jetties, piers, floating structures, utilities, installations and other Berth structures; and
- (b) all paths, walkways, lighting, paved areas, garden and landscaped areas and other installations and structures.

"Waterway Plan" means the Plan of the Waterway attached as Schedule 1, identifying the Waterway and that part of the Waterway which comprises:

- (a) the Fairway;
- (b) each of the Berths, including their layout and allocation, within or to be constructed within the Waterway;
- (c) the Residential Fringe and the Commercial Fringe;
- (d) the Island; and
- (e) the Town Centre Waterway.

2.2. Interpretation

In this Constitution, unless the context otherwise requires:

- (a) words denoting the singular shall include the plural and vice versa;
- (b) one gender shall include the other gender;
- (c) words denoting persons shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state, agency of a state, municipal authority, government or any statutory body in each case whether or not having separate legal identity
- (d) any covenant or agreement on the part of two or more persons shall bind those persons jointly and severally;
- (e) reference to anything of a particular nature following upon a general statement shall not in any way derogate from, or limit the application of the general statement, unless the particular context requires such derogation or limitation;
- (f) any reference to "month" or "monthly" shall mean, respectively, calendar month or calendar monthly;
- (g) references to Sections and Rules are references to Sections and Rules in this Constitution;
- (h) the table of contents, the Section headings and clause headings have been inserted for convenience and a quick guide to the provisions of this Constitution and shall not form part of this Constitution or affect its interpretation in any way;
- (i) reference to any statute, regulation, ordinance or bylaw shall be deemed to extend to all statutes, regulations, ordinances or bylaws amending, consolidating or replacing the same.

3. OBJECTS

3.1. General

The Association is formed to promote the following objects for the benefit of Members:

- (a) to provide for the ownership and continued ownership of the Common Facilities by the Association;
- (b) to provide a means whereby Members can use and enjoy the Common Facilities including, having regard to the category of Membership they hold, the Waterway, and to provide for the management and control of the use of the Common Facilities by Members;

- (c) to provide for the proper operation, maintenance, repair, renovation and replacement of parts of the Common Facilities when required;
- (d) to provide for the enforcement and regulation of the Owners' Scheme;
- (e) to provide Residential Berth Members with licences to use and enjoy their designated Berths, subject to the express terms of this Constitution;
- (f) to provide for the proper landscaping of any landscaped area on any Developed Property;
- (g) to provide for the levying of Members, or appropriate classes of Members, as applicable, for the purpose of providing funds for, and meeting the costs and expenses of, the Association;
- (h) to have as its Members all Owners in the Gulf Harbour Marine Village, and to ensure that all such Owners at all times remain Members of the Association in good standing;
- (i) to provide Owners with such services, utilities and facilities as the Association may from time to time deem appropriate or desirable;
- (j) to undertake any other activity or work relating to the Gulf Harbour Marine Village, and ancillary or incidental to the above objects, as the Association may from time to time resolve by Special Resolution.

3.2. Pecuniary gain not to be an objects

The Association does not have as an object, the pecuniary gain of Members and no Member shall be entitled to receive any dividend out of any levy, fee, donation or other income or funds of the Association.

3.3. Members may contract

A Member may enter any arrangement or understanding with the Association for the supply of any goods or services for such consideration and on such other terms and conditions as would be reasonable if that person were not a Member.

4. MEMBERSHIP

4.1. Categories of Membership

There shall be three categories of Membership of the Association, namely: Residential Membership, Residential Berth Membership and Commercial Membership. The category of Membership to be issued to each Member shall be determined by the Developer as appropriate having regard to the type and nature of the rights attaching to the Developed Property owned by that Member.

4.2. Number of Memberships

The Membership of the Association shall consist of the same number of Memberships as there are Developed Properties from time to time.

4.3. Owners to be Members

Except as provided in Rule 4.1, each Owner shall be a Member, and only Owners shall be Members, and for that purpose:

- (a) an encumbrance shall be registered against each Owner's Title, with and for the benefit of the Association, whereby each Owner covenants, for the Owner and the Owner's successors in title from time to time, that the Owner shall:
 - (i) for so long as the Owner is the registered proprietor of the Developed Property (and not otherwise), at all times be and remain a Member in good standing of the Association and meet all levies and other lawful impositions levied by the Association in respect of the Developed Property or the Owner's interest in the Developed Property; and
 - (ii) at all times, comply with the terms of this Constitution, including the appropriate Rules forming part of or attached to this Constitution, as to the use and enjoyment of the Common Facilities and (if appropriate) a Berth, applicable to the category of Membership the Owner holds;
- (b) upon any Owner becoming registered as registered proprietor of an Owner's Title, such Owner shall immediately join the Association as a Member, and shall remain a Member in good standing throughout that Owner's term of ownership of the relevant Developed Property;
- (c) any Member selling that Member's Developed Property, shall be obliged to procure the incoming purchaser, acquiring the Developed Property, to enter into, execute and deliver to the Association, an acknowledgement of Membership in the form set out in Schedule 6, effective from the date the incoming purchaser becomes the beneficial Owner of the Developed Property;
- (d) the Association shall, as soon as convenient, issue to each Member, or new Member, as the case may be, a Certificate of Membership recording that Member's interest in the Association, and the category of Membership held by the Member, and in the case of a Residential Berth Membership, identifying that Member's Berth;

- (e) the Association shall be entitled from time to time, to set such reasonable fee in relation to the issue of a Membership Certificate, or a transfer of Membership from an outgoing Owner to an incoming Owner, as the Association shall determine;
- (f) upon a Member ceasing to be an Owner, then, subject as follows, that Member shall be deemed to have resigned from the Association with immediate effect, so that that Member shall have no entitlement to the use and enjoyment of the Common Facilities and (where applicable) the relevant Berth, provided that until such Member complies with that Member's obligation under Rule 4.3(c), and procures from the incoming purchaser the required acknowledgement of Membership, such Member shall continue to be liable for all costs, levies and obligations of Membership, and further provided that any Member who is deemed to have resigned from the Association under this Rule, shall not be relieved of any obligation or liability arising before that person ceased to be a Member;
- (g) each Owner shall, immediately upon becoming an Owner, (and thereafter as any details change), provide the Association with the details necessary for maintenance of the register of Members pursuant to Rule 4.5, and shall, upon entry of the details into the register, become a Member.

4.4. Developer as Controlling Member

Until the development of the Gulf Harbour Marine Village is fully completed (as determined by the Developer), or the Developer chooses to resign, the Developer shall be the Controlling Member of the Association, regardless of whether the Developer is at any time a Member. The Controlling Member shall have only the rights specified in this Constitution, and shall have no other rights or obligations of a Member. No reference in this Constitution to a Member shall be taken as including a reference to the Controlling Member. Upon the development of the Gulf Harbour Marine Village being fully completed, the Developer shall be deemed to have resigned as Controlling Member, and thereafter there shall be no Controlling Member.

4.5. Register of Members

The Association shall maintain a register of Members recording:

- (a) **For each Member:** name, address, occupation, telephone number (at home and at work), cellphone number, and email address of the Owner or Owners, and similar details for a third party to be contacted in the event of absence or emergency;
- (b) **For each Occupier:** name, address, occupation, telephone number (at home and at work), cellphone number, and email address and similar details for a third party to be contacted in the event of absence or emergency;
- (c) **Membership:** the date upon which each Member first became a Member and each date upon which each Member acquired each further Membership;
- (d) **Voting:** where there is more than one Owner of a Developed Property, which of such persons is entitled to vote in accordance with Rule 17.1;
- (e) **Notice:** where there is more than one Owner, which of such Owners is to receive notice in respect of anything concerning or connected with the relevant Membership, in accordance with Rule 4.7(b);
- (f) **For each Mortgagee:** name, address, contact person, telephone number, cellphone number, and email address.

4.6. Not assignable

Subject to the right of a mortgagee to enjoy the benefits of holding a Residential Berth Membership by virtue of the mortgagee having lawfully and validly entered into possession of a Residential Berth Member's Developed Property in accordance with Rule 4.9, the rights, privileges and obligations of a Member are not assignable.

4.7. More than one Owner

Notwithstanding anything inconsistent or to the contrary in this Constitution, if there is more than one Owner of a Developed Property:

- (a) such Owners shall collectively constitute one Member, and for all purposes of this Constitution, the liability of such Owners in relation to their Membership shall be joint and several;
- (b) such Owners shall nominate one of their number to be their agent and:
 - (i) such nominee shall be deemed to be the agent of and acting on behalf of all of such Owners; and
 - (ii) where this Constitution requires notice in respect of anything concerning or connected with the relevant Membership to be forwarded by the Association to the Owners, the Association shall be deemed to have discharged its obligation to notify the Owners if it has given notice to the nominee.

4.8. No notice of any trust

No notice of any trust expressed, implied or constructive shall be entered on the register of Members.

4.9. Mortgage of Developed Property

Every Residential Berth Member shall be entitled to mortgage their Residential Berth Membership strictly in accordance with the following conditions:

- (a) The mortgage shall be granted in favour of the same party in favour of which, the Member is granting a mortgage over the Member's Developed Property, and as part of the same mortgage.
- (b) The Member shall first give written notice to the Association in terms of Rule 4.5(f).
- (c) If the notified mortgagee at any time gives a certificate to the Association confirming that:
 - (i) the mortgagee is mortgagee under a mortgage of both the Member's Developed Property and the Member's Residential Berth Membership; and
 - (ii) the mortgagee has lawfully and validly exercised its powers to enter into possession of the Member's Developed Property under the mortgage, then the Association may (but shall be under no obligation to) treat the mortgagee as if the mortgagee were a Member, subject to the mortgagee complying with the terms of the Constitution and continuing to be liable for all costs, levies and obligations of the relevant Residential Berth Membership under the Constitution.
- (d) The Association may, without any liability whatsoever for loss, take and act on advice or information contained in any certificate issued by a notified mortgagee in terms of Rule 4.9(c) which the Association believes to have been properly issued, even if there is or may be some defect in the advice or information contained in the certificate.

5. GENERAL MEMBERSHIP OBLIGATIONS

5.1. Comply with Constitution and Rules

Each Member agrees to promptly and fully comply with the terms of this Constitution, and the Rules forming part of or attached to this Constitution, as are relevant to that Member's category of Membership, and to promptly and fully comply with the terms of any covenants given in favour of the Association by such Member (whether by encumbrance, separate deed or as noted against each Owner's Title).

5.2. Pay Base Levy

Each Member agrees and acknowledges an obligation to pay the Base Levy, as set out in Rule 9.3.

5.3. No objections to development

Each Member acknowledges and confirms, as an independent acknowledgement and confirmation intended to be enforceable by the Developer, that the Member shall not object or take steps to object to any of the Developer's applications for consents and approvals required by the Developer, or necessary to facilitate the Developer's development plans, whether in relation to the Gulf Harbour Marine Village, or any other part of the developments forming part of Gulf Harbour, at the Whangaparaoa Peninsula, nor shall any Member permit anyone claiming an interest through or on behalf of at the instruction of such Member so object or take any such steps to object.

6. RESIDENTIAL MEMBERSHIP RIGHTS, OBLIGATIONS AND RESTRICTIONS

6.1. Right to use Common Facilities

Subject to the express terms of the Common Facilities Rules, each Residential Member or Occupier and their Invitees shall be entitled to make full use of:

- (a) the Common Facilities (excluding the Waterway); and
- (b) the Fairway.

6.2. No interference with berthage rights

Each Residential Member using the parts of the Common Facilities specified in Rule 6.1 agrees, for that Residential Member, Occupier and any Invitees, that in using such parts of the Common Facilities, there shall be no interference with or restriction of berthage rights enjoyed by any Residential Berth Member.

6.3. Suspension of usage rights

In the event that any Residential Member is in breach of this Constitution, and notice of breach is given to that Residential Member under Rule 11.2 and such breach continues unremedied for seven days after such notice is given (provided that the seven day notification period may, in the Association's sole discretion, be abridged in the event the Association considers the same necessary) then, in addition to the consequences of that breach as set out in Rule 11.2, the Association may give further notice to the Residential Member suspending, for such term as the Association may determine, that Residential Member's right to use the parts of the Common Facilities specified in Rule 6.1.

6.4. Support easement rights

Where any Member is the Owner of a Developed Property which overhangs the Waterway, and which requires support for the overhang to be provided by poles or similar methods, that Member, for the benefit of that Member's Developed Property, shall, by virtue of holding the relevant Membership, enjoy an easement of support, subject to such controls and restrictions as may from time to time be notified to that Member by the Association and to all necessary consents and approvals being obtained from the relevant authorities.

6.5. Restriction on use of Residential Fringe

Each Member agrees, for that Member and any Occupiers and Invitees, not to walk on, pass or repass, or in any other way seek to occupy or use any part of the Residential Fringe, except that part of the Residential Fringe as may be from time to time specifically authorised by the Association in rules in the Common Facilities Rules, promulgated for that purpose.

7. RESIDENTIAL BERTH MEMBERSHIP RIGHTS, OBLIGATIONS AND RESTRICTIONS

7.1. Dwelling linked to Berth

Each Residential Berth Member shall, in addition to the rights, obligations and restrictions applicable to Residential Memberships (which shall apply in full to Residential Berth Memberships), have, by virtue of holding a Residential Berth Membership, the licence and entitlement to use and enjoy the Berth, to which the Residential Berth Membership relates. Each Residential Berth Membership shall, in the relevant Membership Certificate, identify the particular Berth to which each Residential Berth Member's use and enjoyment rights relate.

7.2. Right to use Berth

Each Residential Berth Member shall be entitled to use and enjoy the Member's Berth, strictly in accordance with the terms of this Constitution, and in particular each Residential Berth Member shall at all times comply with the Berth Licence Terms applicable to that Member's Berth from time to time, and with the terms and conditions set out in the Common Facilities Rules.

7.3. Pay Berth Levy

Each Residential Berth Member agrees and acknowledges an obligation to pay, in addition to the Base Levy, the Berth Levy, as set out in Rule 9.4.

7.4. Suspension of Berth usage rights

In the event that any Residential Berth Member is in breach of this Constitution, and notice of breach is given to that Member under Rule 11.2 and such breach continues unremedied for seven days after such notice is given (provided that the seven day notification period may, in the Association's sole discretion, be abridged in the event the Association considers the same necessary) then, in addition to the consequences of that breach as set out in Rule 11.2, the Association may give further notice to the Member suspending, for such term as the Association may determine, that Member's right to use the Member's Berth, provided that nothing in this Rule shall relieve the Member from the Member's obligation to pay the Member's Base Levy or Berth Levy, or any other monies payable to the Association under the terms of this Constitution. In the event that the Association suspends a Member's right to use the Member's Berth, the Association may, entirely at its own discretion and without incurring any liability for so doing and without further notice, remove any boat or vessel and any other equipment, fixtures and fittings from the Member's Berth and recover the costs of removal from the Member. Where the Association removes any boat or vessel or property in accordance with this Rule, it shall be entitled to a lien on the boat or vessel or property to the extent of the costs of removal and storage.

7.5. Term

Subject to Rules 7.2 and 7.4, the term of each Residential Berth Member's entitlement to the licence to use and enjoy the Member's Berth, shall be the same period that the relevant Owner holds a Residential Berth Membership and shall expire upon the Residential Berth Member selling the related Developed Property, without need for any formality or notification.

7.6. Licence personal

Each Residential Berth Member's entitlement to use and enjoy a Berth is personal to and at all times shall be beneficially held and enjoyed only by, that person or those persons named as the Residential Berth Member in the Membership Certificate, and is incapable of being assigned, transferred or sublet, except as specifically provided in Rules 7.7.1 and 7.7.2. Each Residential Berth Member agrees not to or to attempt to assign, transfer, sublet or otherwise dispose of such Member's entitlement to use and enjoy the Member's Berth, or to mortgage, charge, pledge or encumber such entitlement, except as specifically provided in Rules 4.9, 7.7.1 and 7.7.2.

7.7. Transfer and reallocation of Berth

7.7.1. Subject to Rules 7.7.2 and 7.7.3, any right to use and enjoy a Berth may be transferred only with a transfer of the related Developed Property, as set out on the Owner's Membership Certificate, and then only in accordance with the procedure set out in Rule 4.3.

7.7.2. Two or more Residential Berth Members may reallocate their existing Berths as between themselves subject to the following terms and conditions:

- (a) each Dwelling shall have only one corresponding Berth except Nos 36, 38 and 40 Rue D,Amarres which have two berths each;
- (b) such Members' Dwellings are situated on the same side of the Waterway of the Gulf Harbour Marine Village and are accessed from the Residential Fringe, or other common access to such berths;
- (c) such Members obtaining the prior written approval of the Association to such reallocation (which may not be unreasonably be withheld);
- (d) the Association amending the Constitution by incorporating a new Waterway Plan in accordance with Rule 18.2.2;
- (e) the Association issuing to such Members new Certificates of Membership in accordance with Rule 4.3(d);
- (f) payment of any arrears owing to the Association by such Members and all costs and expenses of the Association in relation to the giving its approval to the reallocation of the Berths, the preparation of the new Waterway Plan and registration of the same as an amendment to the Constitution, the issue of new Certificates of Membership and any other matters relating to the reallocation together with a reasonable fee as set from time to time by the Association.

7.7.3. A Residential Berth Member may transfer that Member's licence and entitlement to use and enjoy the related Berth to a Residential Member, subject to the following terms and conditions:

- (a) each Dwelling shall have only one corresponding berth except Nos 36, 38 and 40 Rue D,Amarres which have two berths each;
- (b) such Members' Dwellings are situated on the same side of the Waterway of the Gulf Harbour Marine Village and are accessed from the Residential Fringe or other common access to such berths;
- (c) such Members obtaining the prior written approval of the Association to such transfer (which may not be unreasonably withheld);
- (d) the Association amending the Constitution by incorporating a new Waterway Plan in accordance with Rule 18.2.2;
- (e) the Association issuing to such Members new Certificates of Membership in accordance with Rule 4.3(d);
- (f) payment of any arrears owing to the Association by such Members and all costs and expenses of the Association in relation to the giving its approval to the transfer of the Berths, the preparation of the new Waterway Plan and registration of the same as an amendment to the Constitution, the issue of new Certificates of Membership and any other matters relating to the reallocation, together with a reasonable fee as set from time to time by the Association.

7.8. Permitted sublicensing

A Residential Berth Member may sublicense the Member's Berth, but only strictly in accordance with the provisions of Rule 4 of the Berth Licence Terms and in any event for a period, or combination of periods, which will not at any time, in aggregate, exceed 12 months.

7.9. No proprietary right conferred

Each Residential Berth Member acknowledges that no proprietary right or interest shall be conferred on any Member in the Waterway (including the Berths), or for the use and enjoyment of the Waterway (including the Berths), by any person, other than the Member holding the Residential Berth Membership.

7.10. Association not to be liable

The Association shall not be liable to any Residential Berth Member, or to any other person, and accepts no responsibility for:

- (a) loss or damage to boats, vessels, craft, third party property or persons using the same within the confines of or near to the Waterway; or
- (b) the adequacy or otherwise of the Waterway or of any Berth, or any other part of the Gulf Harbour Marine Village; or
- (c) any loss or damage to property or death or personal injury incurred or suffered within the Waterway, however this might occur, and whether or not attributable to the acts or defaults of the Association or its Managers, Committee Members, servants, agents, contractors or otherwise.

7.11. Indemnity to Association

Each Residential Berth Member shall indemnify the Association against any loss, expense, legal liability, claims and costs incurred by the Association arising as a result of the Residential Berth Member's acts or omissions or the acts or omissions of any Occupier or Invitee or Berth Sublicensee.

7.12. Bylaws and instructions

Each Residential Berth Member shall, in the use of the Member's Berth and the Waterway and the adjoining Gulf Harbour Marina passage ways, comply with all bylaws, orders in council, statutes, regulations and local authority or territorial authority rules or restrictions from time to time applicable, including the provisions of the Resource Management Act 1991 and any amendments or updates, and shall also comply with any special instructions from time to time issued by or on behalf of the Association for the efficient, safe and harmonious use of the Common Facilities, and comply with any special instructions from time to time issued by the Owner for the time being of the Gulf Harbour Marina, for the efficient, safe and harmonious use of the Gulf Harbour Marina navigation passages, giving access to the sea.

7.13. Amendments to Common Facilities Rules

The Association shall be entitled from time to time and by ordinary resolution, to amend the Common Facilities Rules.

8. COMMERCIAL MEMBERSHIP RIGHTS, OBLIGATIONS AND RESTRICTIONS

8.1. Basic rights, obligations and restrictions

Each Commercial Member shall have the same rights and be subject to the same obligations and restrictions as are applicable to a Residential Membership.

8.2. Additional rights, obligations and restrictions

The Association may introduce such additional rights, obligations and restrictions affecting Commercial Memberships as the Association may determine.

9. LEVIES AND CHARGES

9.1. Definitions and interpretation

In this Constitution, unless the context otherwise requires, the following additional terms shall have the meanings ascribed to them:

"Authority" means any local body, government or other authority having jurisdiction or authority over or in respect of any part of the Gulf Harbour Marine Village, or its use.

"Base Levy" means for each Member, the Member's Share of General Association Expenses.

"Berth Levy" means for each Residential Berth Member, the Member's Share of Waterway Operating Expenses.

"Commercial Levy" means such levy as the Association shall set from time to time by ordinary resolution in accordance with this Constitution in respect of rates, charges, costs and expenses of the Association in respect of any Commercial Units and associated property (including any public and communal areas) to be developed by the Developer.

"Commercial Operating Expenses" means such rates, charges, costs and expenses of the Association in respect of any Commercial Units and associated property (including any public and communal areas) to be developed by the Developer, as the Association shall set by ordinary resolution in accordance with this Constitution from time to time.

"Expense Year" means each 12 month period commencing on such balance date as is determined from time to time by the Association.

"General Association Expenses" means the total sum of all rates, taxes, costs and expenses of the Association assessed or assessable, paid or payable, or otherwise incurred in respect of the Common Facilities or the Owners' Scheme or the operations of the Association (excluding Waterway Operating Expenses and Commercial Operating Expenses) and shall include, but not be limited to, the following:

- (a) All rates levied by any authority, which are at any time levied upon the Common Facilities or upon the Association in respect of the Association's interest in the Common Facilities.
- (b) All taxes (other than rates levied by any authority), which are at any time charged or levied upon the Common Facilities or upon the Association in respect of the Association's interest in the Common Facilities, or paid or payable by the Association as a result of the receipt of any money pursuant to this Constitution.
- (c) All premiums and costs payable by the Association in respect of all policies of insurance effected on the Common Facilities, excluding the Waterway, for sums insured up to their full replacement value or, at the option of the Association, to their full value on an indemnity cover basis against loss, damage, or destruction by such risks as the Association may deem necessary or desirable, including consequential loss and public risk liability.
- (d) The cost of operating, supplying, servicing, maintaining, inspecting, testing and repairing (including comprehensive maintenance contracts and review by the Association's engineers and consultants) all services and utilities from time to time provided by the Association to Owners, including (without limitation) watering equipment and systems, any water features, communications equipment and systems (including, without limitation, telephone, cable television and satellite television equipment and systems), fire fighting and protection equipment and systems, emergency or other alarm

services or systems, security and monitoring services and systems, electrical and plumbing services, waste and rubbish compression and disposal systems and the plant and equipment required for any of such or other services and systems.

- (e) All charges for lighting and power, and all other forms of energy, incurred by the Association in connection with the Common Facilities and other services or requirements furnished or supplied to the Common Facilities for the general benefit or purposes of the Common Facilities, including maintenance costs for lighting and power systems and equipment.
- (f) All sanitation costs in respect of the Gulf Harbour Marine Village, including the costs of the removal and disposal of all waste and garbage from the Dwellings and properties.
- (g) All costs for the provision, at intervals deemed appropriate by the Association, of security services to the Common Facilities or the Gulf Harbour Marine Village (excluding the Waterway).
- (h) All costs of repairs, maintenance, renovations, landscaping and replacements of and to the Common Facilities (excluding the Waterway).
- (i) All costs of and associated with implementing and enforcing the Owners' Scheme, including (without limitation) all costs of maintaining the landscaping of Dwellings.
- (j) All costs and expenditure (including the cost of obtaining any necessary report) payable, incurred or suffered by the Association in complying with the Association's obligations under section 45 of the Building Act 2004 and any amendments or updates.
- (k) Any other items of expense which the Association considers reasonably necessary to incur for the good management and appearance of the Common Facilities.
- (l) All costs of managing, controlling and administering the Common Facilities, excluding the Waterway, whether such costs consist of wages, allowances or other emoluments paid to persons employed by or contracted to the Association.
- (m) All wages, allowances and other emoluments, paid or allowed to employees engaged for any of the foregoing purposes, together with all taxes and levies thereon.
- (n) Management or Treasurer/Secretary fees shall be billed, at the monetary value negotiated with the Services Supplier, to each Member separately to the General Association and General Waterway Expenses.
- (o) A sum equal to 5 percent of the aggregate of the items referred to in paragraphs (a) to (n) inclusive, to be set aside in the General Sinking Fund for the purposes specified in Rule 9.6.

"General Sinking Fund" means the sinking fund received by the Association from payments by each Member as part of the Base Levy and held and applied by the Association pursuant to and for the purposes specified in Rule 9.6.

"Government Valuation" means the capital value of any Developed Property as it appears on the district Valuation Roll pursuant to the Rating Valuation Act 1998 and any amendments or updates.

"Initial Price" in respect of any Developed Property, means the price (inclusive of GST) at which the Developed Property is first sold to any Owner by the Developer, or if the Developed Property has not been sold, the price (inclusive of GST) at which the Developed Property is listed for sale.

"Length" means in respect of any Berth, its linear length in metres as determined by the Association.

"Property Value" means in respect of each Developed Property, the Government Valuation, or if the Government Valuation is not available, a private valuation.

"Waterway Operating Expenses" means the total sum of all costs and expenses of the Association assessed or assessable, paid or payable or otherwise incurred in respect of the Waterway, together with and including the following specific costs incurred by the Association in respect of the Waterway or the operations of the Waterway:

- (a) All insurance premiums, valuation fees and other charges payable by the Association to insure the Waterway to its full insurable reinstatement value, against loss, damage or destruction, by such risks as the Association may deem necessary or desirable, including consequential loss and public risk liability.
- (b) All charges for utilities and services or other requirements whatsoever furnished or supplied to the Waterway.
- (c) All running costs and costs of repairs and maintenance to and replacement of all utilities, services and equipment in the Waterway, including the cost of all service contracts in respect of such utilities, services and equipment, and depreciation at normal rates on all machinery and equipment acquired by the Association for that purpose.
- (d) All costs of repairs, painting, maintenance, renovations and replacements of and to the Waterway.
- (e) All costs of dredging any channels or navigation passageways in, or any other part of the Waterway.
- (f) All costs for the provision, at intervals deemed appropriate by the Association, of security services to the Waterway.
- (g) All costs and expenses in operating (including, but not limited to, all taxes, levies and assessments of every nature and

kind) Waterway equipment, vessels, vehicles and other facilities and including all costs and expenses of insuring, repairing, maintaining and replacing the equipment, vehicles and other facilities relating to or serving the Waterway, plus where appropriate an amount necessary for the amortisation of the Association's initial capital investment in such equipment, vessels, vehicles and other facilities over their expected life.

- (h) All costs of cleaning of the Waterway.
- (i) Such other costs and expenses, including professional fees, as may from time to time arise and be properly and reasonably assessed or assessable, charged or chargeable, paid or payable or otherwise incurred by, against or upon the Association in relation to the ownership, management and maintenance of the Waterway.
- (j) A proportion of the costs of rates and taxes as may be levied by local, territorial or State Government from time to time, the Seabed Licence Fee, the Waterway refurbishment provision, the management fee, insurances, repairs and maintenance not covered by the Waterway major refurbishment provision, associated with the operation and upkeep of the Gulf Harbour Marina entrance channel and Fairway and the entrance to the Waterway, as agreed by the Association from time to time with the manager of the Gulf Harbour Marina.
- (k) Management or Treasurer/Secretary fees shall be billed, at the monetary value negotiated with the Services Supplier, to each Member separately to the General Association and General Waterway Expenses.
- (l) A sum equal to 10 percent of the aggregate of the items referred to in paragraphs (a) to (k) inclusive, to be set aside in the Waterway Sinking Fund for the purposes specified in Rule 9.7.

"Member's Waterway Share" means in respect of each Berth that a Residential Berth Member is entitled to use and occupy the proportion that each Berth's Length bears to the Total Berth Length.

"Member's Share" means in respect of each Developed Property of which a Member is the Owner, the proportion that the Property Value bears to the Total Value.

"Specific Body Corporate Costs" means all costs and expenses associated with the operation, maintenance, repair and replacement of any specific area or areas of the Common Facilities which, in the opinion of the Association, is or are used exclusively by the Members of a particular Body Corporate or particular Bodies Corporate including, by way of example but without limitation, boat ramps used by a particular Body Corporate or particular Bodies Corporate.

"Total Berth Length" means the sum total of the Lengths of all Berths as determined by the Association.

"Total Value" means the sum total of the Property Values of every Developed Property as at each relevant date.

"Waterway Sinking Fund" means the sinking fund received by the Association from payments by each Residential Berth Member as part of the Berth Levy and held and applied by the Association pursuant to and for the purposes specified in Rule 9.7.

9.2. Association may apportion costs or levy specific costs from Bodies Corporate

Notwithstanding anything inconsistent in this Constitution, in calculating the General Association Expenses or the Waterway Operating Expenses, in the event that from time to time any General Association Expenses or Waterway Operating Expenses as defined in Rule 9.1:

- (a) are not incurred solely in respect of those areas or matters which the relevant definition provides such expenses are to relate, the Association shall make an appropriate apportionment of expenses to attribute a fair proportion to the relevant area or matter;
- (b) include any Specific Body Corporate Costs, the Association shall deduct such Specific Body Corporate Costs from the General Association Expenses or Waterway Operating Expenses (as appropriate) and shall levy the amount of such Specific Body Corporate Costs from the appropriate Body Corporate or Bodies Corporate (as appropriate) and such levies shall be payable upon demand in cash sums at such times as are set by the Association. The Association's determination of such proportion or amount or allocation of Specific Body Corporate Costs shall be final and binding on all Members.

9.3. Base Levy

Every Member shall pay to the Association the Base Levy in accordance with the Rules of this Constitution.

9.4. Berth Levy

Every Residential Berth Member shall pay to the Association, the Berth Levy in accordance with the Rules of this Constitution.

9.5. Commercial Levy

Every Member who shall be a Commercial Member shall pay to the Association, the Commercial Levy in accordance with the Rules of this Constitution.

9.6. Application of General Sinking Fund

The General Sinking Fund shall be received, held and applied by the Association for the purpose of carrying out prospective

repairs, renovations, replacements and maintenance of a substantial, but infrequent or irregular nature in respect of the Common Facilities (excluding the Waterway).

9.7. Application of Waterway Sinking Fund

The Waterway Sinking Fund shall be received, held and applied by the Association for the purpose of carrying out prospective repairs, renovations, replacements and maintenance of a substantial, but infrequent or irregular nature in respect of the Waterway or its services.

A sum up to a maximum figure of \$100,000 per annum, to be set aside in the Waterway Sinking Fund for the sole purposes specified in Rule 9.7.

9.8. Committee may fix special levies

The Committee may from time to time fix such special levies, payable upon demand by each Member or by a certain class or classes of Members (including, by way of example but without limitation, Residential Berth Members or Commercial Members) in cash sums at such times as are set by the Association, as the Association considers are necessary for it to replace Waterway fixed and floating structures and to meet its other obligations under this Constitution, provided that any levy payable by a Member or class or classes of Members under this Rule shall be equal to that Member's Share or that Member's Waterway Share, or, in the case of any Commercial Membership, shall be as determined by the Association, (as may be appropriate), or shall be such other proportion as the Association shall in its sole discretion determine, of the total estimated cost to be provided for and met from the proceeds of such special levies.

9.9. Limitation on special levies

The Committee may only fix special levies pursuant to clause 9.8, to the extent that the Waterway Sinking Fund or the General Sinking Fund (whichever is appropriate), is not sufficient to meet the costs in relation to which the special levies are proposed to be fixed.

9.10. Annual estimates

Prior to or as soon as practicable after the commencement of each Expense Year, the Association shall by written notice advise each Member of the Association's Estimate ("**Association's Estimate**") of:

- (a) each Member's Base Levy for that Expense Year; and
- (b) if the Member is a Residential Berth Member, the Member's Berth Levy for that Expense Year; and
- (c) if the Member is a Commercial Member, the Member's Commercial Levy for that Expense Year.

9.11. Obligation to pay

Subject to Rule 9.16(c), each Member shall, on the first day of each month or of each quarterly period (as the Association shall in its sole discretion from time to time determine) in each Expense Year, pay one-twelfth or one-quarter (as appropriate) of the Association's Estimate applicable to that Expense Year. Payment shall be made by each Member in the manner set by the Association. Notwithstanding any other provision in this Constitution, each person who becomes a Member prior to the commencement of an Expense Year shall, upon becoming a Member, pay in advance the levy for the period from the commencement of Membership until the expiry of the first quarter of the relevant Expense Year.

9.12. Annual reconciliation

As soon as practicable after the end of each Expense Year, the Association shall provide to each Member, an itemised statement of the actual General Association Expenses and (if appropriate) the actual Waterway Operating Expenses for the previous Expense Year or any period in terms of Rule 9.16(b), as the case may be. If the Member's Share of General Association Expenses, plus (if appropriate) the Member's Waterway Share of Waterway Operating Expenses ("**Aggregate Levy**") for the previous Expense Year or any period in terms of Rule 9.16(b), is greater than the total of the monthly or quarterly payments made by the Member pursuant to Rule 9.11 or 9.16(c), as appropriate, the Member shall forthwith pay the difference to the Association. If the Member's Aggregate Levy for the previous Expense Year or any period in terms of Rule 9.16(b) is less than the total of the monthly payments made by the Member pursuant to Rule 9.11 or 9.16(c), as appropriate, the Association shall credit the difference to the Association's Estimate for the then current Expense Year.

9.13. Interim payments

If the Association has failed to advise a Member of the Association's Estimate for an Expense Year before the date the first payment is due under Rule 9.11, the Member shall on that date and every other date on which a payment is due under Rule 9.11 pay one-twelfth or one-quarter (as appropriate) of the Association's Estimate applicable to the previous Expense Year. On the Association's Estimate for the Expense Year being advised to that Member:

- (a) Rule 9.11 shall apply thereafter.
- (b) if the aggregate of a Member's payments made under this Rule during the Expense Year exceeds the aggregate of payments which should have been made under Rule 9.11, the Association shall credit the difference to the Association's

Estimate.

- (c) If the aggregate of a Member's payments under this Rule during the Expense Year is less than the aggregate of payments which should have been made under Rule 9.11, the Member shall immediately pay the Association the difference.

9.14. Staged development

The Members acknowledge that the Gulf Harbour Marine Village is to be developed in stages, with new Owners becoming Members as each stage is completed.

9.15. Adjustments where new Developed Properties made available

Where in any Expense Year, new Developed Properties ("New Developed Properties") become available:

The Association shall bill relevant Levies to the newly created Members on a Pro-Rata basis for the period from the date of availability to the end of the current financial year. The date of availability shall be determined by the Association. Such Levies so billed may be additional to budgeted Levies and as a consequence may create a financial surplus to be accounted for, to Members under Rule 9.12.

9.16. Sale of Developed Property

Where a Member ("Vendor") sells a Developed Property:

- (a) Notwithstanding any other Rule in this Constitution, the Vendor shall remain liable for sums owed to the Association by the Vendor.
- (b) The Vendor shall continue to be liable as a primary and principal debtor for all indebtedness of the purchaser of the Developed Property to the Association, until such time as the Vendor complies with its obligations under Rule 4.3(c).
- (c) The purchaser of the Developed Property shall be liable as a Member for all indebtedness of the Vendor to the Association in respect of the Developed Property purchased and a statement of the Association given pursuant to Rule 9.17 shall be conclusive as to the sum of this indebtedness.

9.17. Statement of Member's position

The Association shall, on application by a Member, or any person authorised in writing by such Member, provide the Member or authorised person with a statement of the indebtedness of the Member to the Association, calculated to the date specified in the application. The statement shall show:

- (a) the Association's Estimate of such Member's Residential Levy and (if applicable) Berth Levy for the current Expense Year;
- (b) payments made by the Member on account of General Association Expenses and (if applicable) Waterway Operating Expenses in the current Expense Year;
- (c) payments due from the Member on account of General Association Expenses and (if applicable) Waterway Operating Expenses in the current Expense Year, and not paid by the Member; and
- (d) any accumulated unpaid default interest.

10. OWNERS ENCUMBRANCES AND OWNERS' SCHEME

10.1. Owners' encumbrances

Each Owner acknowledges that the Owner's Title is subject to a memorandum of encumbrance or land covenant with and for the benefit of the Association, under which the Owner covenants that the Owner shall:

- (a) for so long as the Owner is the registered proprietor for the time being of a Dwelling (and not otherwise), at all times be and remain a Member in good standing of the Association and meet all levies and other lawful impositions levied in relation to the Owner's Membership; and
- (b) at all times comply with the terms of this Constitution, including its Rules, as to the use and enjoyment of the Waterway, and, in the case of Residential Berth Members, as to the use and enjoyment of the Waterway and its Berths.

10.2. Owners' Scheme

The Members acknowledge that the Association is a Member of the Owners' Scheme, intended to benefit all of the Benefiting Lots, which provides for all Owners, and the Association, to be entitled to enforce the Owners' Scheme, so that all Owners and Occupiers of Dwellings shall be bound by the stipulations and restrictions set out in the Village Rules.

The Owners Scheme can be modified by the Association by ordinary resolution at a Committee Meeting.

10.3. Committees to have delegated powers

The Association may establish Sub-Committees of the Committee from time to time in order to supervise and administer all matters relating to the Owners' Scheme.

11. BREACH OF OBLIGATIONS

11.1. Occupiers and Invitees

A reference to an act or omission by any Member, shall include any act or omission by any mortgagee in possession of that Member's Developed Property, or the Invitees of such Member, or the Occupiers of such Member's Developed Property, or the Invitees of such Occupier. A Member must advise the Association of such details of the Occupiers of the Member's Developed Property as are requested by the Association. Each Member must take all reasonable steps (including enforcing the terms of any lease or tenancy agreement) to ensure Occupiers comply with this Constitution. In any case of persistent default by an Occupier in compliance with the terms of this Constitution, the Owner shall, on demand by the Association (but subject to the constraints of any enactment affecting rights of tenants), terminate the Occupier's right to occupy the Developed Property. A copy of this Constitution shall be attached to every lease, licence, or other document defining occupancy rights.

11.2. Breach of Constitution

In the event that any Member fails to pay any levy or any other monies payable to the Association when due, or otherwise is in breach of any term of this Constitution, then the Association may at any time give written notice of such breach to that Member ("Offending Member") and the following provisions shall apply:

- (a) Where the breach relates to a failure to pay any levies or any other monies payable by the Offending Member, and the levies or monies payable are in arrears and unpaid for seven days (whether or not formal demand for payment has been made and without any formal demand being necessary), such levies or monies shall be payable on demand and shall bear interest at the Default Interest Rate, computed on a daily basis from the due date until the date of payment in full.
- (b) Where the default relates to any damage caused or permitted to be caused to any part of the Common Facilities, the Offending Member shall, except to the extent the Association is able to obtain an indemnity payment under any applicable policy of insurance, forthwith pay to the Association the costs of making good such damage.
- (c) If any default continues for seven days after notice of default is given by the Association to the Offending Member to remedy the default, the Association may do anything, including paying money, necessary to remedy the default.
- (d) All money paid and expenses incurred by the Association (including any legal costs of the Association) in remedying, or attempting to remedy, any breach by an Offending Member of this Constitution, or incurred in the exercise, or attempted exercise, or enforcement or attempted enforcement, of any power, right or remedy of the Association in respect of any breach, shall be a debt due from the Offending Member to the Association.

12. POWERS AND OBLIGATIONS OF THE ASSOCIATION

12.1. Common Facilities Rules and Village Rules

In fulfillment of the purposes and objects of the Association, the Association shall have the powers to promulgate and amend rules relating to the use of the Common Facilities, matters relating to the Owners' Scheme and such other matters undertaken by the Association as decided by the Committee from time to time.

12.2. Repair of Common Facilities

The Association shall ensure the proper operation, maintenance, repair, renovation and replacement of the Common Facilities and shall undertake such works as are necessary for this purpose.

12.3. Insurance

The Association shall effect and maintain all insurances as it considers prudent with respect to the Common Facilities and the Association's affairs, and shall meet all costs of such insurance (which shall include all valuations and other professional fees required or deemed desirable for the purposes of such insurances and the cost of certificates relating to such insurances).

12.4. Service contractors

The Association may, from time to time, nominate any service contractor (with respect to security, landscaping or other such services as the Association considers desirable) as an exclusive service contractor or to the Gulf Harbour Marine Village. Any Member wishing to contract for services within the Gulf Harbour Marine Village, shall, where a service contractor or utility supplier has been nominated in respect of those services, use only that service contractor.

12.5. Owner's agent

Upon application by an Owner to the Association, the Association may act as an Owner's agent in relation to any Occupier of the Owner, or any other person in, on, or in connection with the Owner's Developed Property, and do or omit to do all such things as the Owner's agent that are reasonable in the circumstances.

13. LIMITATIONS ON THE ASSOCIATION'S POWERS

13.1. No indebtedness

The Association shall not borrow any money, other than short-term borrowing to cover any temporary shortfall, in meeting the

Association's obligations under this Constitution, except by Special Resolution.

13.2. No encumbrances

The Association shall hold the Common Facilities in its own name and shall not mortgage, charge, encumber, transfer or otherwise deal with the Common Facilities, except by Special Resolution, provided that where the Association is obliged to grant any interest in or right in respect of the Common Facilities by any agreement with the Developer, such interests or rights may be granted by the Committee.

13.3. No investments

The Association shall hold all funds with a Bank, and shall not invest those funds other than by deposit with a Bank, except by Special Resolution.

13.4. No improper use

The Common Facilities comprised in the Town Centre Land and Town Centre Waterway have been designed for purposes ancillary to the operation of the Town Centre. All other Common Facilities comprised in the Gulf Harbour Marine Village have been designed for recreational purposes. The Common Facilities shall be used only for their intended purpose.

13.5. Application of funds

All money paid to the Association by Members in accordance with this Constitution is to be applied exclusively for the purposes of:

- (a) owning, administering and maintaining the Common Facilities; and
- (b) administering and enforcing the Owners' Scheme and this Constitution.

13.6. Expenditure Authority

- (a) The Committee shall not authorize any expenditure in excess of \$10,000 on any one expenditure item unless the expenditure can be met from current funds allocated for the purpose that the funds were budgeted for. Notwithstanding this rule, and for the avoidance of doubt, the Committee may authorize payments in excess of \$10,000 if the expenditure was previously authorized by the Association at a general meeting.
- (b) Any non budgeted items above \$10,000 require Member's approval via consent of the Membership via ordinary resolution at a special general meeting or annual general meeting.

14. COMMITTEE

14.1. Powers

The administration of the Association shall be vested in the Association in general meeting, and shall be delegated to the Committee. The Committee may exercise all the powers, authority and discretions of the Association as permitted by this Constitution and do on its behalf all such acts as they deem necessary or expedient. The powers, authority and discretions, as exercised by the Committee, are subject always to any limits which may from time to time be imposed by the Association. The Committee may delegate any of its powers to Committees, consisting of such Member or Members of their body, as they think fit or to the Manager or Treasurer/Secretary. Any Committee so formed, shall in the exercise of the powers so delegated, comply with the directions of the Committee.

14.2. Bank accounts

The Association shall establish any necessary bank accounts, and any drawings on those accounts (including any cheque drawn on those accounts) shall be made only under the signature of the Treasurer/Secretary and one Member of the Committee, (not appointed by the Controlling Member) nominated by the Chairperson.

14.3. Documents

All documents and written announcements requiring execution on behalf of the Association must be signed by the Chairperson.

14.4. Composition

The Committee shall comprise the following persons:

- (a) a Chairperson;
- (b) a Treasurer/Secretary who shall be selected by the Committee;
- (c) a minimum of five and a maximum of twelve general Committee Members, as determined by the Association in general meeting before election of Committee Members, provided that until the Controlling Member resigns or is deemed to have resigned under Rule 4.4, the Controlling Member shall be entitled to determine, in its sole discretion, the appointment of one of those general Committee Members ("Controlling Member Nominee").

14.5. Committee Members

- (a) Subject to Rule 14.4, the Committee shall be elected by the Association at every annual general meeting, provided that the Association shall only elect persons as Members of the Committee and shall not elect any person specifically as Chairperson. Subject to Rule 14.4, Members are the only persons who can be elected to the Committee by the Association.
- (b) Prior to the transfer of legal title in respect of any Developed Property from the Owner to any other person (the date of the earliest such transfer being the "Initial Settlement Date"), a person who has entered into a binding sale and purchase agreement to purchase Developed Property shall be eligible for appointment to the Committee. The appointment of such a person shall be for the term specified in Rule 14.6.

14.6. Tenure of positions

A Committee Member shall hold elected position until the earliest of:

- (a) the next annual general meeting following election (when the Committee Member shall be eligible for re-election);
- (b) the date written resignation from the position is received by the Association;
- (c) the date of removal from such position by the Association in general meeting; or
- (d) the date of cessation of Membership.

14.7. Vacancy of positions

In the event of a casual vacancy in any position on the Committee (whether caused by death, cessation of Membership from the Association, or some other means) the remaining Committee Members may appoint another Member to fill the vacancy, until the position is filled by the Association in general meeting.

14.8. Duties of Treasurer/Secretary

The Treasurer/Secretary shall:

- (a) convene general meetings when requested to do so in accordance with this Constitution;
- (b) attend all meetings of the Committee and have full speaking rights at such meetings;
- (c) give all notices required to be given by these Rules or as directed from time to time by the Association or the Committee on the Association's letterhead;
- (d) keep minutes at all general meetings and Committee meetings and enter into the minute book:
 - (i) the time, date and venue of such meeting;
 - (ii) all business considered and resolutions passed at such meeting;
- (e) receive, and issue receipts for, all levies, additional fees, and any other monies paid to the Association;
- (f) operate and maintain current bank accounts in the name of the Association;
- (g) pay all accounts properly incurred by or on behalf of the Association;
- (h) report immediately to the Association any Member who fails to pay levies or additional fees within the prescribed period;
- (i) keep all financial records and any security documents in safe custody;
- (j) compile all proper accounting records from time to time as required by the Act or by the Committee which give a true, fair and complete account of the financial affairs and transactions of the Association; and
- (k) compile the financial statements immediately following each financial year as required by the Act, and provide for the auditing of those records and the distribution of the audited financial statements to Members;
- (l) supply relevant documentation required by change of ownership of any Member's property;
- (m) and any other duties required by the Committee.

14.9. Conduct of meetings

The Committee may meet together, adjourn and otherwise regulate its meeting and procedures for conducting its business, as it thinks fit. A majority of the Members of the Committee from time to time, provided that such majority includes the Controlling Member Nominee (if there is one) shall form a quorum for a Committee meeting. No business of the Committee shall be conducted at any time when less than a quorum is present at the same time and place. The Committee may meet at any time and the Secretary shall, upon the request of the Chairperson or any three Committee Members, convene a meeting of the Committee.

14.10. Chairperson

The Committee from time to time shall appoint, remove and replace a Chairperson for such term as it sees fit from one of their number provided that the Controlling Member Nominee (if there is one) shall not be Chairperson to chair Committee meetings

and otherwise exercise the powers of the Chairperson set out in this Constitution.

14.11. Casting vote

in the case of a tie in votes the Chairperson may exercise a casting vote.

14.12 Common Seal

The Committee shall provide for the safe custody of the common seal which unless otherwise determined by the Committee shall be at the offices of the Secretary of the Association. The common seal shall not be used except by resolution of the Committee. Every instrument to which the common seal is affixed shall be witnessed by any two members of the Committee.

14.13 Voting

Resolutions of the Committee shall be passed by majority. Each Committee Member shall be entitled to exercise one vote, provided that the Treasurer/Secretary shall not be entitled to vote and further provided that, the Controlling Member Nominee (if there is one) shall be entitled to exercise a number of votes equal to one more than the number of other Committee Members present at any Committee meeting. Notwithstanding any contrary provision in this Constitution, a resolution in writing signed by such of the Committee Members as would constitute a quorum at a Committee meeting, shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and constituted.

14.14 Validity of Committee's actions

All acts properly done by any meeting of the Committee or by any person acting as a Committee Member, notwithstanding that it may afterwards be discovered that there was some defect in the appointment or continuance in office of any such Committee Member, or that they were disqualified, shall be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Committee Member.

14.15 Committee minutes and records

The Committee shall cause proper minutes to be kept of the proceedings of all meetings of the Association and of the Committee. All business transacted at such meetings signed by the Chairperson, shall be accepted as a correct and accurate record of the business transacted at such meetings, without any further proof of the facts contained in such minutes.

15. MANAGER OR TREASURER/SECRETARY

15.1. Appointment

The Committee may appoint, remove and replace a Manager or Treasurer/Secretary from time to time to carry out such of the obligations of the Association, and exercise such of the discretions and powers of the Association, as the Committee sees fit, provided that the Developer shall not be eligible to be appointed as a Manager.

16. GENERAL MEETINGS

16.1. Annual general

In addition to any other meetings in that year, the Association shall hold an annual general meeting each year. Not more than 18 months shall elapse between the date of one annual general meeting and that of the next. The Committee will determine the time and place of each year's annual general meeting.

16.2. Special general meetings

A general meeting other than an annual general meeting may be requested by the Committee, or by written requisitions signed by not less than 25% of current Members. The Treasurer/Secretary shall call a special general meeting within 14 days of receiving an effective request.

16.3. Powers of the Association in general meeting

The Association in general meeting may, by resolution, exercise all powers, authorities and discretions of the Association, notwithstanding that any such power, authority and discretion may have been delegated to the Committee by or pursuant to this Constitution. Notwithstanding any contrary provision in this Constitution, a resolution in writing signed by 75% of the Members entitled to vote in person or by proxy at general meetings, together with the Controlling Member (if there is one), shall be as valid and effectual as if it had been passed at a general meeting of the Association, duly convened and constituted.

16.4. Quorum

No business shall be transacted at any general meeting of the Association, unless the quorum is present when a meeting proceeds to business. A quorum shall be not less than 20% of all Members or 10 Members (whichever is the lesser) eligible to vote at general meetings, present in person or by proxy, together with the Controlling Member (if there is one).

16.5. Notice of general meeting

A notice of general meeting of the Association shall be sent to every Member not less than 10 working days before the date of such meeting. Such notice shall specify the date, time and venue of such meeting. In the case of a general meeting other than

an annual general meeting, such notice shall specify all business and all notices of motions to be considered at such meeting. No business or notice of motion, which is not specified, shall be discussed or transacted at such meeting.

16.6. Failure to give notice

The accidental omission to give notice, or the non- receipt of such notice by any Member, shall not invalidate the proceedings at any such meeting.

16.7. The Chairperson

The Chairperson at any general meeting shall be:

- (a) the Chairperson of the Association; or
- (b) if the Chairperson is not present or is unwilling to take the chair, then those Committee Members who are present may choose one of their number to chair the meeting; or
- (c) if for any reason no Chairperson is selected by the Committee, any Member appointed by a majority of Members present in person or by proxy shall be the Chairperson.

16.8. Adjournment

If a quorum is not present within half an hour from the time appointed for the holding of a general meeting convened on requisition of Members, the meeting shall be dissolved. In any other case the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place, as the Committee shall determine (such date not to be later than 14 days from the date of the adjourned meeting). If at such adjourned meeting a quorum is not present, within half an hour from the time appointed for holding the meeting, the Members present, together with the Controlling Member (if there is one), shall constitute a quorum.

16.9. Adjourned meetings

No business, other than that business which might have been transacted at the meeting from which the adjournment took place, shall be transacted at any adjourned meeting. Members shall not be entitled to receive any notice in respect of adjourned meetings.

16.10. Irregularity in notice of meeting

An irregularity in notice of meeting is waived if all the Members entitled to attend and vote at the meeting, attend the meeting without protest as to the irregularity, or if all such Members agree to the waiver.

17. VOTING

17.1. One Member one vote

Each Member present at a general meeting of the Association (not at that time being in breach of the Constitution) shall be entitled to one vote for each Membership that Member holds, which may be exercised either in person or by proxy. Where there is more than one Owner in respect of any Developed Property, such Owners are collectively a Member pursuant to Rule 4.7 and only one such Owner shall be entitled to vote. In the absence of agreement between such Owners under Rule 4.7(b), as to who shall exercise this vote, the Owner appearing first on the Owner's Title shall be entitled to exercise that vote. On the death of any Member, and pending the transfer of that Member's property, the executor of that Member's estate shall be entitled to exercise that Member's vote.

17.2. Controlling Member

The Controlling Member (if there is one) shall be entitled (other than where a Special Resolution is required by this Constitution) to exercise a number of votes equal to one more than the number of Members present at any general meeting. The Controlling Member shall not be entitled to vote on any Special Resolution.

17.3. Corporation representatives

Any corporation which is a Member may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Association, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation, which that person represents, as that corporation could exercise if it were an individual Member, and references in this Constitution to a Member being present in person shall mean and include a representative appointed pursuant to this Rule, and such person may also stand for election to the Committee.

17.4. No vote if fees unpaid

Unless all annual levies and additional fees presently payable by the Member to the Association have been paid in full, the Member shall not be entitled to vote at any general meeting of the Association, whether in his own right or as a proxy for another person.

17.5. Voting at meetings

At any general meeting:

- (a) A resolution may be put to the vote by the Chairperson or by any Member present at the meeting and entitled to vote.
- (b) Resolutions put to the vote shall be decided on voices or a show of hands and/or a postal vote, unless a poll is demanded on or before declaration of the result of the voices or show of hands by:
 - (i) the Chairperson of the meeting; or
 - (ii) at least five Members present in person or by proxy.
- (c) In the case of a resolution put to the vote of the meeting by voices or a show of hands and/or a postal vote, a declaration by the Chairperson that such resolution has been carried or lost or an entry to that effect in the Association's minute book, shall be conclusive evidence of that fact, without further proof of the number or proportion of votes recorded in favour of or against such resolution
- (d) Postal voting:
 - (i) an eligible voter may exercise the right to vote at a GHMVRAI meeting by casting a postal vote.
 - (ii) every postal vote must be in the prescribed form and be received by the nominated day. The postal vote can be received via scanned email or via post.
 - (iii) a postal vote must be sent to the Chairperson or to the person authorized by the Chairperson to receive and count postal votes.
- (e) Resolutions shall be passed by a majority of votes, except where Special Resolution or the unanimous resolution of all Members is required by this Constitution.
- (f) In the case of a tie in votes, the Chairperson may exercise a casting vote.
- (g) A proxy vote may be cast in accordance with clauses 17.5(f)
 - (i) A proxy is appointed for a particular general meeting.
 - (ii) A proxy appointment expires;
 - (1) at the end of the general meeting for which the appointment is made; or
 - (2) if the meeting is adjourned, at the end of the reconvened meeting.
 - (iii) A proxy appointment may be revoked at any time before it expires.
 - (iv) A proxy appointment is not effective unless the proxy appointment form is delivered in the manner required by Gulf Harbour Marine Village Residents Association Inc. 24 hours prior to the start of the general meeting for which the proxy is appointed.
 - (v) A proxy holder must be a member of the GHMVRAI.

17.6. Good faith

Members shall, in exercising any vote at any general meeting, or as a Committee Member, exercise such vote in good faith with a view to ensuring that all Members are treated equally by the Association, and that each Member shall pay that Member's Aggregate Levy and that Member's applicable share of all costs and expenses to be met by any other levies made by the Association under Rule 9, irrespective of whether any expenditure by the Association benefits all Members

18. GENERAL

18.1. Dissolution

The Association may be wound up in accordance with section 24 of the Act. Upon the winding up of the Association, ownership of the Common Facilities shall vest in the Members as tenants in common in shares equal to each Member's Share as at the date of winding up, and the Association shall take all necessary steps to vest legal title to the Common Facilities in the Members.

18.2. Alteration of Constitution

18.2.1. Subject to Rule 18.2.2, this Constitution shall not be amended, added to or rescinded, except at an annual general meeting, or a general meeting convened for that purpose, and unless written notice of the proposed amendment, addition or rescission shall have been given to all Members in accordance with this Constitution.

18.2.2. No Rule, including this one, shall be amended, added to or rescinded except by Special Resolution, and with the written consent of the Controlling Member (if there is one), provided that this Constitution may be amended by the incorporation of new Waterway Plans, which:

- (a) identify the layout and allocation of new Berths, which relate to new Dwellings developed in the Gulf Harbour Marine Village; and/or

- (b) where two or more Residential Berth Members agree to reallocate their existing Berths as between themselves, in accordance with the provisions of Rule 7.7.2, identify the layout and allocation of (inter alia) the reallocated Berths; and/or
- (c) where a Residential Berth Member agrees to transfer that Member's licence and entitlement to use and enjoy the related Berth to a Residential Member in accordance with the provisions of Rule 7.7.3, identify the layout and allocation of (inter alia) the transferred Berth,

such amendments to be made by a resolution signed by the Controlling Member or, if there is no Controlling Member, by a resolution signed by the majority of the Committee pursuant to Rule 14.13.

18.2.3. Notwithstanding any other Rule in this Constitution, Rules 4.1, 6.1, 7.1, 12.1 and 18.1 may only be altered, added to or rescinded, following a unanimous resolution from all Members entitled to vote and who actually vote in the Meeting, including the Controlling Member (if there is one).

18.2.4. No such amendment, addition or rescission shall be valid unless and until accepted by the Registrar.

18.3. Registered office

The registered office shall be situated at a place nominated by the Committee.

18.4. Liability of Members

- 18.4.1. No Member shall be under any liability in respect of any contract or other obligation made or incurred by the Association.
- 18.4.2. The Association shall indemnify each Member against any liability properly incurred by such Member in respect of the affairs of the Association, to the extent of property owned by the Association.
- 18.4.3. No action in law or otherwise shall lie in favour of any Member against any other Member or the Committee, or any Committee Member in respect of any act or omission pursuant to these Rules.
- 18.4.4. Nothing in this Rule shall prevent an action in respect of any loss or expense arising from the willful default of the person against whom such action is taken.

18.5. Indemnity

Each Member shall indemnify and keep indemnified the Association from and against any action, claim, demand, loss, damage, cost, expense and liability which the Association may suffer or incur, or for which the Association may become liable in respect of or arising from any breach of this Constitution by the Member subject and except to the extent of the Association receiving payment from any insurance policy.

18.6. Arbitration

Any difference or dispute which may arise between a Member and the Association concerning this Constitution or any act or thing to be done, suffered or omitted under this Constitution, or concerning the construction of this Constitution, shall be referred to the arbitration of a single arbitrator, if the parties can agree upon one. If the parties are unable to agree upon an arbitrator, the arbitrator shall be appointed by the President or Vice President for the time being of the New Zealand Law Society or the nominee of such President or Vice President. Any dispute, difference or question as to the jurisdiction of the arbitrator shall be determined by the arbitrator. The arbitration shall be conducted in accordance with and subject to the provisions of the arbitration statutes for the time being in force in New Zealand. Such arbitration shall be a condition precedent to the commencement of any action at law.

18.7. Approval

Where in this Constitution any reference is made to the approval or consent of the Association:

- (a) such approval or consent shall be given at the sole discretion of the Association, as appropriate;
- (b) no approval or consent given on any occasion by either the Association shall serve as a precedent for, or be binding in any way with respect to, any future application for consent or approval; and
- (c) such reference shall mean the prior written approval or consent of the Association, as appropriate.

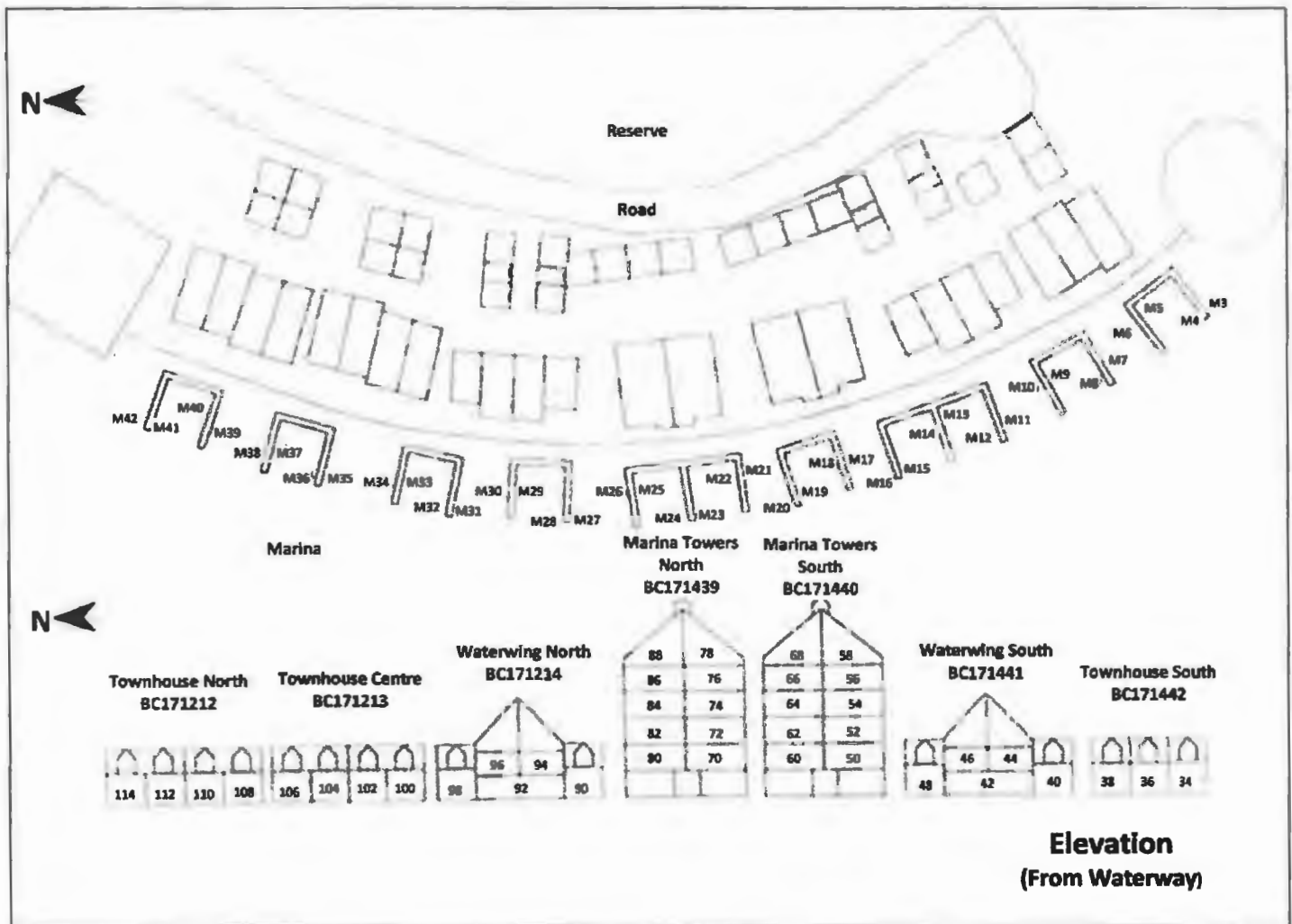
SCHEDULE 1 Waterway Plan



- Residential Fringe
- Commercial Fringe
- Island
- Town Centre Waterway
- The Fairway

SCHEDULE 1 - Waterway Plan

Phase I



Townhouse North BC171212	
108HVD	M39
110HVD	M40
112HVD	M41
114HVD	M42

Townhouse Centre BC171213	
100HVD	M35
102HVD	M36
104HVD	M37
106HVD	M38

Townhouse South BC171442	
34HVD	M5
36HVD	M4
38HVD	M8

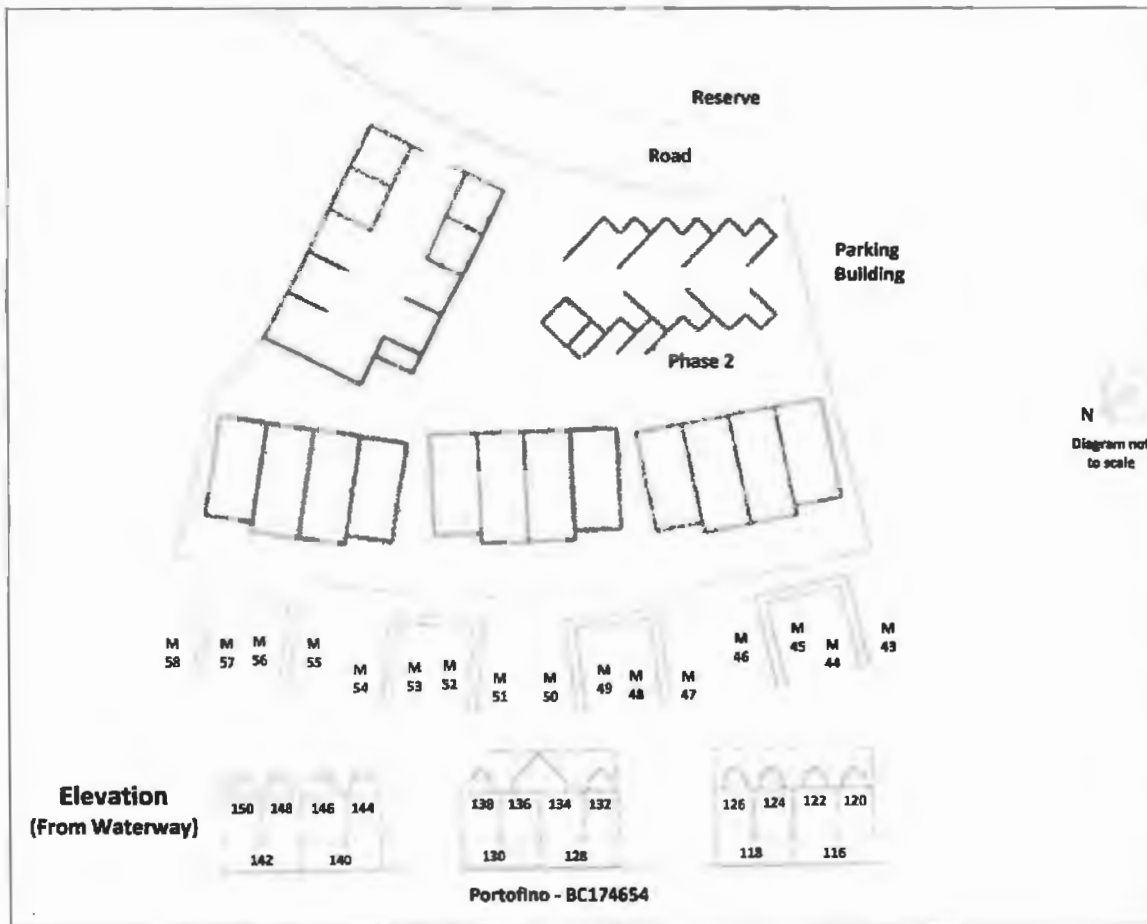
Marina Towers South BC171440	
50HVD	-
52HVD	M11
54HVD	M13
56HVD	-
58HVD	M17
60HVD	M16
62HVD	M19
64HVD	M14
66HVD	M15
68HVD	-

Marina Towers North BC171439	
70HVD	M20
72HVD	M29
74HVD	M27
76HVD	M25
78HVD	M23
80HVD	M22
82HVD	M21
84HVD	M28
86HVD	M26
88HVD	M24

Waterwing South BC171441	
40HVD	M6
42HVD	M12
44HVD	M9
46HVD	M7
48HVD	M10

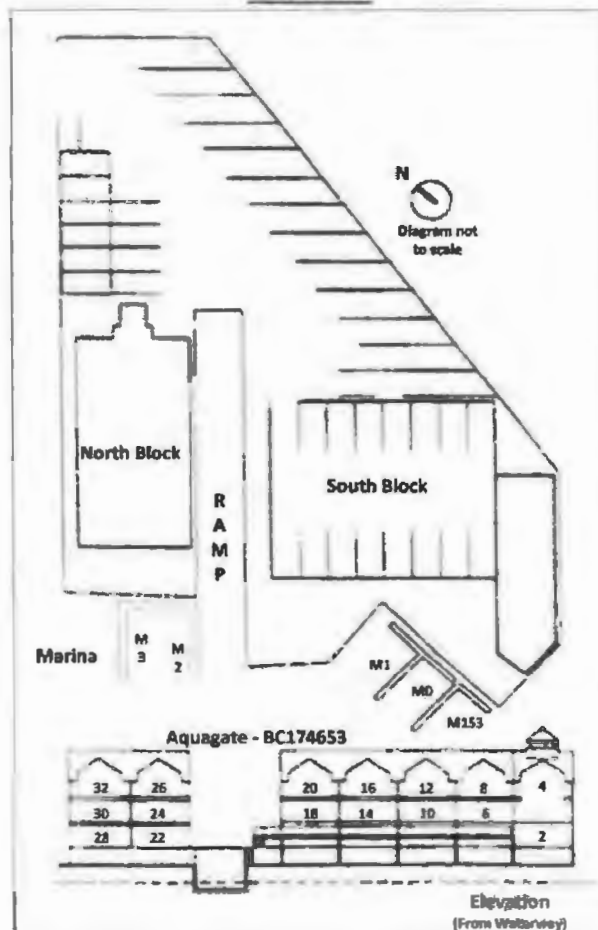
Waterwing North BC171214	
90HVD	M33
92HVD	M32
94HVD	M30
96HVD	M31
98HVD	M34

Phase II



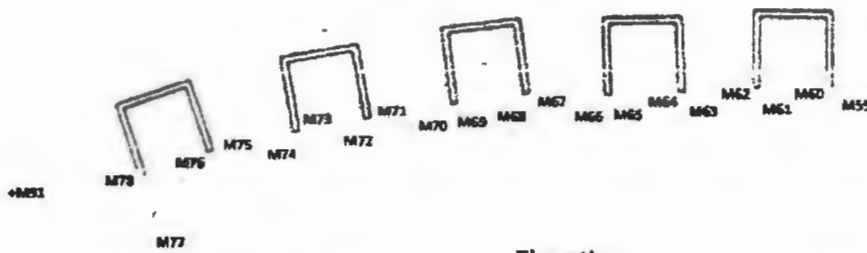
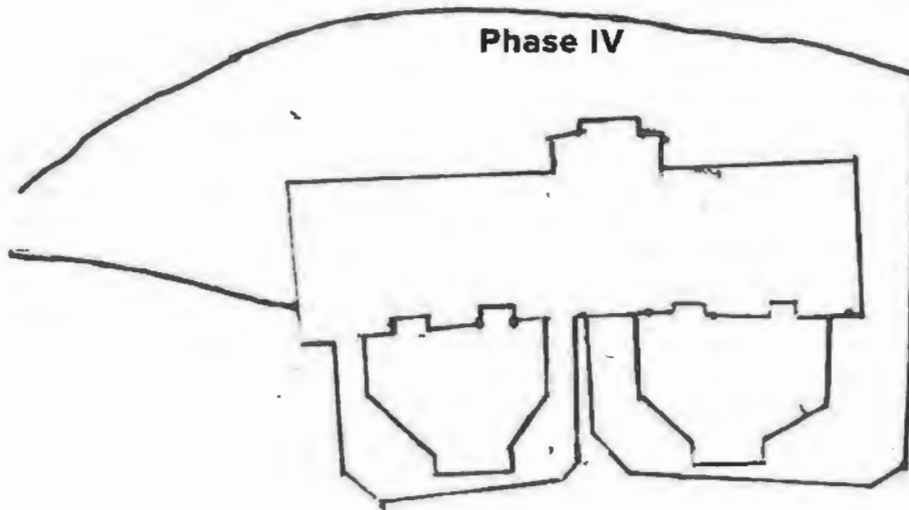
Portofino BC174654	
116HVD	M43
118HVD	M46
120HVD	M44
122HVD	M45
124HVD	M47
126HVD	M48
128HVD	M49
130HVD	M50
132HVD	M51
134HVD	M52
136HVD	M53
138HVD	M54
140HVD	M55
142HVD	M56
144HVD	M57
146HVD	-
148HVD	-
150HVD	M58

Phase III



Aquagate BC174653	
2HVD	M0
4HVD	M1
6HVD	-
8HVD	-
10HVD	-
12HVD	-
14HVD	-
16HVD	-
18HVD	-
20HVD	M018
22HVD	M3
24HVD	M153
26HVD	-
28HVD	M2
30HVD	-
32HVD	-

1.



Elevation (From Waterway)

The Lookouts
BC180468

75		73	
71		69	
67	65	63	
61	59	57	
55	53	51	
49	47	45	
43		41	

The Lookouts
BC180468

37	35	
33	31	
29	27	25
23	21	19
17	15	11
9	7	5
3	1	

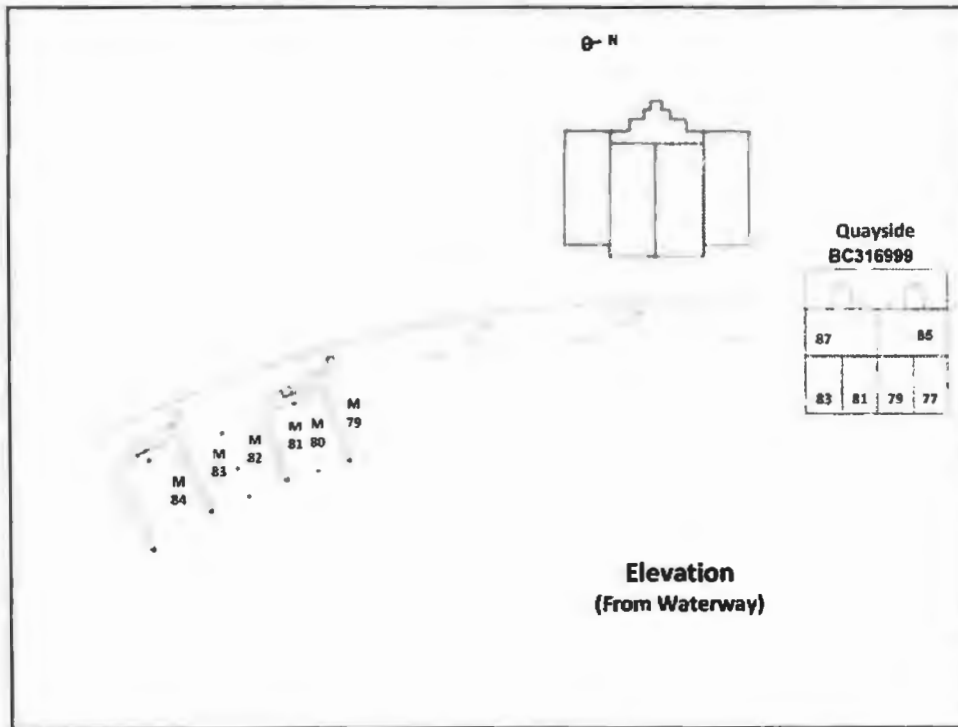
The Lookouts West
BC180468

41WSC	M65
43WSC	M67
45WSC	-
47WSC	-
49WSC	M63
51WSC	M68
53WSC	-
55WSC	-
57WSC	-
59WSC	M77
61WSC	-
63WSC	M73
65WSC	M75
67WSC	M91
69WSC	M71
71WSC	M64
73WSC	M74
75WSC	M78

The Lookouts West
BC180468

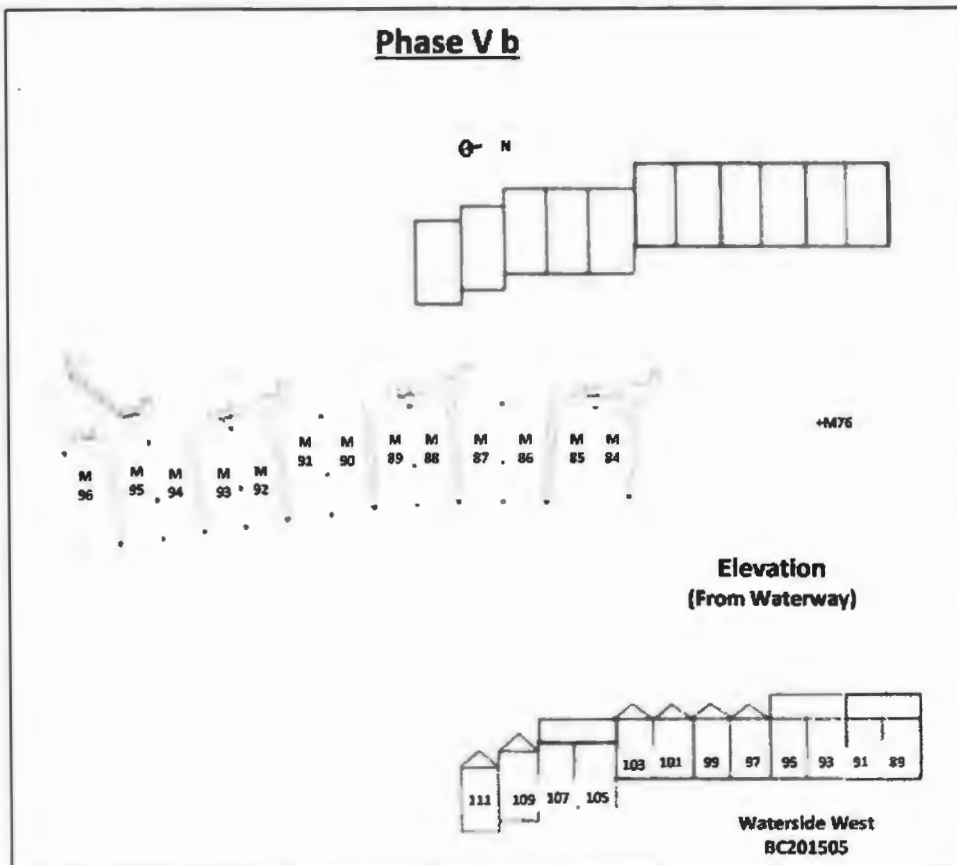
1WSC	M60
3WSC	M61
5WSC	-
7WSC	-
9WSC	-
11WSC	-
15WSC	-
17WSC	-
19WSC	-
21WSC	M72
23WSC	-
25WSC	-
27WSC	M69
29WSC	-
31WSC	M59
33WSC	M62
35WSC	M66
37WSC	M70

Phase V a



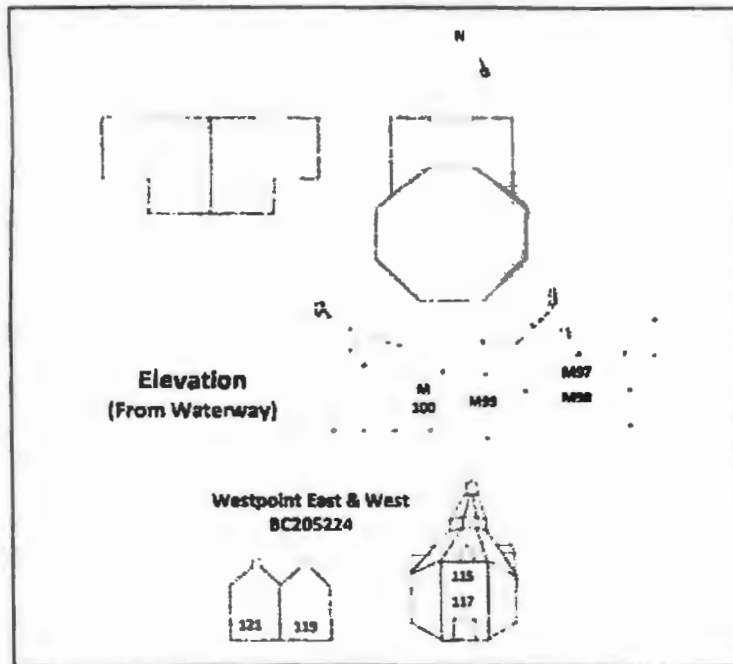
Quayside BC316999	
77WSC	M81
79WSC	M80
81WSC	M84
83WSC	M83
85WSC	M79
87WSC	M82

Phase V b



Waterside West BC201505	
89WSC	M86
91WSC	M76
93WSC	M94
95WSC	M88
97WSC	M92
99WSC	M93
101WSC	M96
103WSC	M89
105WSC	M85
107WSC	M95
109WSC	M87
111WSC	M90

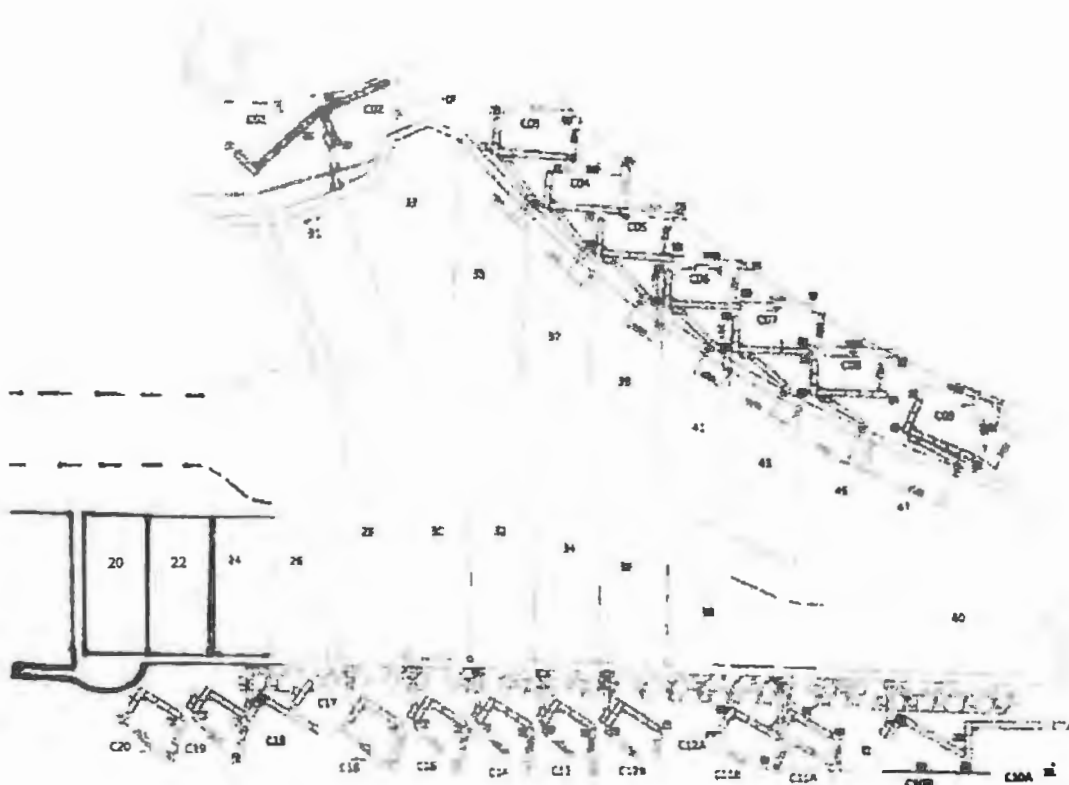
Phase Vi



Westpoint East & West BC201505

115WSC	M97
117WSC	M98
119WSC	M99
121WSC	M100

Phase VIII



Cap D'Amarres CdA

31RdA	C01
33RdA	C02
35RdA	C03
37RdA	C04
39RdA	C05
41RdA	C06
43RdA	C07
45RdA	C08
47RdA	C09
40RdA	C10A
40RdA	C10B
38RdA	C11A
38RdA	C11B
36RdA	C12A
36RdA	C12B
34RdA	C13
32RdA	C14
30RdA	C15
28RdA	C16

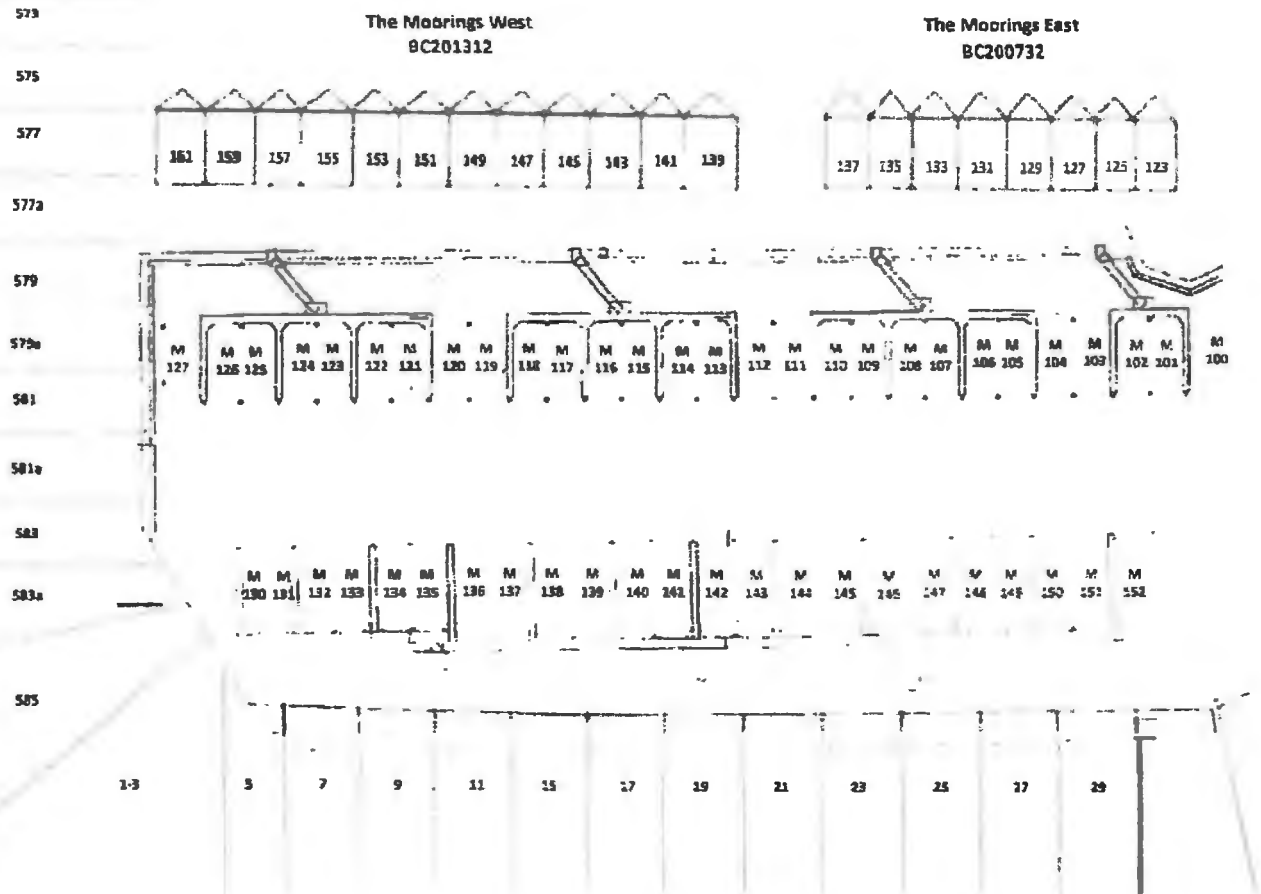
Rue D'Amarres Rda

26RdA	C17
24RdA	C18

Unallocated

C19
C20

Phase VII



Phase VII

Moorings East BC200732	
123WSC	M106
125WSC	M102
127WSC	M103
129WSC	M104
131WSC	M101
133WSC	M111
135WSC	M107
137WSC	M108

Moorings West BC201505	
139WSC	M117
141WSC	M119
143WSC	M110
145WSC	M109
147WSC	M112
149WSC	M114
151WSC	M115
153WSC	M116
155WSC	M113
157WSC	M118
159WSC	M105
161WSC	M120

Phase IX

Laurie Southwick Parade	
573LSP	M121
575LSP	M122
577LSP	M123
579LSP	M127
581LSP	M125
583LSP	M126
585LSP	M124

Rue d'Amarres RdA	
5RdA	M138
7RdA	M139
9RdA	M137
17RdA	M147
19RdA	M148
21RdA	M149
23RdA	M150
25RdA	M151
29RdA	M152

Unallocated
M130
M131
M132
M133
M134
M135
M136
M140
M141
M142
M143
M144
M145
M146

SCHEDULE 2 - Common Facilities Rules

1. Use

No Member shall:

- (a) make any improper, offensive or unlawful use of the Common Facilities, and shall use the Common Facilities only for the purposes for which they were designed;
- (b) fetter, obstruct or impede the use of the Common Facilities by any other Member;
- (c) place or do anything in or on the Common Facilities otherwise than in accordance with the Rules, terms and conditions of this Constitution, without the approval of the Association; or
- (d) do any act which may void any insurance policy or which may prejudice or add to any insurance premium payable in respect of the Common Facilities.

2. Prohibited acts

2.1. No Member shall do any act which detracts from the attractiveness or state of repair of the Common Facilities. Any Member who discovers any damage to the Common Facilities shall immediately report such damage to the Association.

2.2. No Member shall:

- (a) park or store any vehicle including caravans, motor homes, camper vans, passenger service vehicles, trucks of any kind, jet skis, tractors, trailers or boats in any part of the Common Facilities
- (b) pollute or contaminate or permit the pollution or contamination of the Common Facilities, in particular the Waterway;
- (c) discharge onto or into the Common Facilities (and in particular the Waterway) any poisonous, noxious, dangerous or offensive substance or thing;
- (d) do, permit to be done, or fail to do, anything that does not comply with any of the provisions of the Resource Management Act 1991 and any amendments or updates.

2.3. No Member shall permit or allow any dog belonging to the Member or in the Member's charge to enter or remain on or in the Common Facilities, or land adjacent thereto under the control of the Association, unless such dog be led by a chain, strap or other efficient restraint.

2.4. No Member shall permit or allow any children for whom the Member is responsible, being children under the age of 12 years, to enter into the Waterway, unless accompanied by an adult.

2.5. No Member shall engage in any swimming within the Fairway or any diving or underwater activities within the Common Facilities, and then only at such Members own risk provided that this shall not prohibit bottom scrubbing of any Residential Berth Member's nominated boat or other permitted boat, subject to such reasonable directions as the Association may stipulate from time to time.

2.6. No Member shall within the Common Facilities anchor, moor, sail or maneuver any boat so as to create a danger, impediment, obstacle or inconvenience to other users of the Common Facilities.

3. Members to comply with Acts and Regulations etc

Each Member shall, in the Member's use of the Common Facilities, comply with all statutes, ordinances, regulations, bylaws, planning decisions, resource consents and conditions, or other lawful requirements affecting or relating to the Common Facilities, or the use or occupation of the Common Facilities, and shall also comply with the provisions of all requisitions, notices or orders made or given by any authority having jurisdiction in respect of the Common Facilities, or the use and occupation of the Common Facilities, and shall keep the Association indemnified in respect of any non-compliance by the Member with the Member's obligations under this Rule.

4. Members to comply with special instructions

Each Member shall also comply with any special instructions from time to time issued by the Association

or any of its agents for the efficient, safe and harmonious use of the Common Facilities.

5. Members to comply with navigational provisions

Each Member shall, in the Member's use of the Common Facilities, comply with the provisions of all local authority bylaws, the International Collision Regulations, harbour bylaws and any other provisions passed in substitution for, or in succession to, the above, and acts and regulations passed after the date of adoption of this Constitution relating to the use of the Common Facilities.

6. Controls on flammable substances

No Member shall bring onto or within the Common Facilities any motor spirit, petroleum products, fuel, oil, liquified petroleum gas, compressed natural gas, kerosene or goods of a similarly dangerous or similarly inflammable character without the permission of the Association, provided that nothing in this Rule shall prevent the Member from carrying small quantities of fuel, in safe containers, in quantities reasonably required for small outboard engines or stoves.

7. Use of Residential Fringe

- 7.1. ALL Members who own a Dwelling and are either Residential or Residential Berth members and their Member's Occupiers and Invitees may walk on, pass or repass, any part of the Residential Fringe, subject to any restrictive provisions prescribed in any rules or as may be invoked from time to time by the Association. Such restrictions shall include a prohibition on the use of the Fringe other than for the purpose described herein.
- 7.2. No Commercial Member or that Member's Occupiers and Invitees, shall walk on, pass or repass, or in any other way seek to occupy or use any part of the Residential Fringe or the Island.
- 7.3. Berth sub-licensees and approved contractors may have limited and temporary access to a part of the fringe, being that immediate area required when accessing or working on their or specified marine vessel/s. Such access is also governed by the terms of the Common Facilities Rules, the Village Rules, the Berth Licence Terms and the Berth Sub-Licence Terms and Conditions.
- 7.4. Access to the Fringe is by means of a master key or electronic fob. The loss of a key or fob must be immediately reported to the Facilities Manager. Use of a key or electronic fob may be withheld or rendered temporarily unusable by the Facilities Manager or permanently by resolution of the Committee in the event of misuse by a key or electronic fob holder. Misuse includes, but is not limited to, allowing the key or electronic fob to be misused by others, leaving gates open, operating the gates without due care and attention or otherwise contravening the Common Facilities Rules, the Village Rules or the Berth Licence Terms.
- 7.5. The Fringe is to be kept clear, unencumbered and free from obstruction so as to enable clear passage by other entitled users and of emergency equipment.
- 7.6. The privacy of those residents whose properties border the Fringe is a priority and no user of the Fringe shall do anything which may unreasonably disturb the peace, privacy or well-being of any resident, or carry out or permit any conduct or behaviour, on any part of the the common property, which is likely to interfere with the use and enjoyment by other residents.
- 7.7. The Fringe is for pedestrian foot traffic only and no running, travel by scooters, skateboards, cycles etc is permitted. Suitable disability vehicles and pushchairs are permitted subject to such use being at the risk of the user and not so as to cause any inconvenience to any other user or damage to any part of any structure.

SCHEDULE 3 - Berth Licence Terms

1. INTERPRETATION

1.1. In these Berth Licence Terms, unless the context otherwise requires, the following terms shall have the meanings ascribed to them:

"Berth" means the specified Berth which a Licensee is entitled to use and enjoy by virtue of the Licensee being a Residential Berth Member of the Association.

"Licensee" means a Residential Berth Member, as holder of a licence to use and enjoy the Berth, together with the Licensee's Occupiers and Invitees and any Berth Sublicensee.

"rule" means a rule in these Berth Licence Terms.

"Shared Areas" means the land in each of the bodies corporate within the Gulf Harbour Marine Village that is owned in common by the Members of that body corporate, and includes the security gates, entrances, courtyards between the garages & car ports, visitor parking, and the passageways between the buildings within each body corporate.

2. RESTRICTION ON USE

2.1. Licence for use only by Nominated Boat

The Licensee's Berth is only available to and shall only be used by the Licensee for the purpose of berthing the particular boat nominated in writing to the Association by the Licensee, which shall be individually and beneficially owned by the Licensee, except as authorised by the Association pursuant to section 3 of the Berth Licence Terms. The Licensee may at any time or times by notice in writing to the Association nominate a different boat, providing the boat so nominated complies with the relevant requirements of sections 2 and 3 of the Berth Licence Terms.

2.2. Recreational boats only

The Licensee shall use the Berth only for berthing the Nominated Boat while that boat is used for recreational boating purposes. The Berth shall not be used to berth charter boats, commercial fishing boats, boats carrying passengers for hire, work boats, commercial freight carriers or for any other commercial or industrial purpose.

2.3. No alterations

The Licensee shall not in any way alter or modify the Licensee's Berth.

3. MAXIMUM DIMENSIONS OF BOAT

3.1. Maximum dimensions

The Licensee shall at no time allow any part of any vessel using or moored in the Berth (including any dinghy, tender or the like whether fixed on board the vessel or moored in the water adjacent to the vessel) to extend beyond the maximum permitted dimensions of the Berth as determined by the Association in its sole discretion with the length being measured from the Berth face of the walkway.

4. PERMITTED SUBLICENSING

4.1. Right to sublicense

The Licensee may sublicense the Berth, subject to the conditions and restrictions in the provisions set out below.

4.2. Prior notice to Association

Before entering into any Sublicensing Agreement the Licensee shall give prior written notice to the Association setting out the full name, address, email address and telephone number of the proposed Berth Sublicensee specifying the term of the proposed sublicense and the terms and conditions of the proposed Sublicensing Agreement. Such sublicensing shall be subject to the approval of the Association, but the Association's approval shall not be unreasonably withheld where:

- (a) the proposed sublicensing is for a period which will not exceed 12 months or any combination of periods which will not exceed 12 months in the aggregate;
- (b) the Sublicense Agreement contains a provision prohibiting the Berth Sublicensee, any agent of the Berth Sublicensee, or any invitee of the Berth Sublicensee from driving or permitting any vehicle to be driven onto or over the Shared Areas;
- (c) the Sublicense Agreement contains a provision allowing the Association to enforce the Sublicense Agreement directly and to terminate the Berth Sublicense if the Berth Sublicensee breaches the Constitution or the terms of the Sublicense Agreement.

4.3. Nominated Boat

Subject to the Licensee having obtained consent as provided in rule 4.2, the Licensee shall give the Association notice in writing nominating a particular boat which is to occupy the Berth pursuant to the Sublicensing Agreement. Such boat shall comply with the requirements of sections 2 and 3 of the Berth Licence Terms.

4.4. Consent strictly limited

The Association's approval of any specific sublicensing agreement shall not extend to any other sublicensing agreement and shall be strictly limited to the period, Berth Sublicensee and boat approved. If the Licensee wishes to extend the period of sublicensing beyond the initial period, the Licensee shall make further written application to the Association, which may grant or withhold approval in its absolute discretion.

5. VACATION OF BERTH

5.1. Vacation of Berth

The Association shall be at liberty at any time to require the Licensee to vacate the Berth on a temporary basis, for the upgrading of or structural repairs to the Berth.

5.2. Emergencies and repairs

The Association further reserves the right to use the Berth in case of emergency, and also the right to require the Licensee to temporarily vacate the Berth if necessary, to allow repairs or maintenance to be carried out.

5.3. No compensation payable

The Association will not be liable to pay any compensation for requiring the Licensee to temporarily vacate the Berth or for using the Berth in an emergency.

6. WATER SPACE AND ACCESS RIGHTS ONLY

6.1. Allocated water space

This Licence relates only to:

- (a) the allocated water space of the Berth; and
- (b) the floating structures, fingers, jetties and other Berth structures comprising part of the Waterway, as outlined on the Waterway Plan.

6.2. Common access and use rights

In common with others, the Licensee and sub-licensee shall have the right of making fast to the allocated Berth structures, and shall have the right to access to and the use of the Common Facilities, subject to such Rules as to access, and during such hours, as the Association may from time to time specify in the Common Facilities Rules or the Village Rules or any rule made pursuant to rule 12.1 of the Constitution..

7. MAINTENANCE, FASTENINGS TO AND SECURITY OF VESSEL

7.1. Maintenance

The Licensee shall keep any vessel occupying the Berth in good serviceable condition and repair so as not

to obstruct, interfere with or endanger other vessels navigating or berthing in the Waterway.

7.2. Standard mooring lines to be used

For the purpose of mooring any vessel to the Berth the Licensee shall use only the standard mooring lines provided by the Association, and the Licensee shall pay the cost of providing, fixing, repairing and replacing such lines from time to time, as required by the Association.

7.3. Notice to repair

Should the Licensee default in compliance with the provisions of rules 7.1 or 7.2, the Association may serve on the Licensee a notice requiring the Licensee, within the time specified in the notice, to repair the fastenings on any such vessel so as to ensure that they will safely secure the said vessel, or repair such vessel as required by rule 7.1, as appropriate.

7.4. Default in complying

Should the Licensee fail to comply with any such notice within the time specified, the Association may, without incurring any liability for so doing and without further notice, remove the boat and recover the cost of removal from the Licensee.

7.5. Association's lien

Where the Association removes any vessel in accordance with rule 7.4 it shall be entitled to a lien on the vessel to the extent of the costs of removal and storage.

7.6. Association's right to sell

Should the Licensee fail to claim such vessel and pay in full any costs owing to the Association under this rule within the period of one month after the date of such removal, the Association may at any time thereafter offer the same for sale and appropriate the proceeds of any resultant sale in satisfaction of such expenses as may be incurred in respect thereof.

7.7. Custodial arrangements

The Association may, if the Association thinks fit, place and maintain on any such vessel such number of custodians as may be necessary, and the Association shall be entitled to a lien on the vessel to cover the costs in so doing.

8. NO ALTERATIONS TO BERTH OR WATERWAY STRUCTURES

8.1. No alterations to Berth

The Licensee shall not alter or modify the Berth, nor make any additions to them or affix anything to them without the prior written approval of the Association.

9. USE OF FACILITIES

9.1. Use of services

The Licensee may use the water, power and any other facilities provided on the structures, in common with any other Berth Licensees. Any such services may be separately metered and charged to individual Licensees, as the Association may determine.

10. INDEMNITY

10.1. Association not to be liable

The Association shall not be liable to the Licensee or any other person, and accepts no responsibility, for:

- (a) loss or damage to boats, craft, third party property or persons using the same within the confines of, or near to, the Waterway;
- (b) the adequacy or otherwise of the Waterway, or of the Berth, or any other part of the facilities of the Waterway;
- (c) any loss or damage to property, or death, or personal injury incurred or suffered within the

Waterway, however the same occurs, and whether or not attributable to the acts or defaults of the Association, or its servants, agents, contractors or otherwise howsoever.

10.2. Licensee's indemnity

The Licensee, in addition, shall indemnify the Association against any loss, expense, legal liability, claims and costs incurred by the Association arising as a result of the Licensee's acts or omissions, or the acts or omissions of others to which the Licensee has contributed, or the acts or omissions of any persons invited into the Waterway by the Licensee or Berth Sublicensee, including the costs of enforcing these Berth Licence Terms or the terms of any approved sublicense agreement.

11. INSURANCE

11.1. Licensee to insure

The Licensee shall at all times keep all boats, craft and any other property owned or brought into the Waterway by the Licensee and/or invitees of the Licensee fully insured while within the confines of, or near to, the Waterway against loss or damage by fire, explosion, storm, tempest, typhoon, earthquake, accidental damage, burglary, act of God and all other usual maritime risks.

11.2. Licensee to affect public liability cover

The Licensee shall also affect adequate public liability insurance against death and/or bodily injury to persons and loss or damage to property of others (including the Licensee) arising out of the use of watercraft and/or the use or occupation of the Waterway. The amount of such liability insurance shall be as specified by the Association from time to time.

11.3. Delivery of copies of policies

If requested, the Licensee shall provide the Association with a copy of the above insurance policies and evidence that they are in full force and effect.

11.4. Licensee not to invalidate insurance

The Licensee will not do anything or allow anything to be done which may render void or voidable any policy of insurance effected by the Association or the Licensee. If the Licensee shall do anything or allow anything to be done which may render any increase or extra premium payable in respect of any such insurance, the Licensee will forthwith on demand pay to the Association such increased or extra premium or premiums as the Association may be liable to pay.

12. COMMON FACILITIES RULES

12.1. Licensee to comply with Common Facilities Rules

The Licensee shall at all times, including when navigating through the Gulf Harbour Marina entrance channel and Fairway and the Waterway entrance, comply with the Common Facilities Rules and with any special instructions issued by the Association or the manager of the Gulf Harbour Marina.

12.2. Inconsistency

If there is any inconsistency between the provisions of these Berth Licence Terms and the Common Facilities Rules, the provisions of these Berth Licence Terms shall prevail.

13. MISCELLANEOUS

13.1. No discharge of sewage

The Licensee shall not discharge any sewage or otherwise empty any toilets, basins or sinks into the Waterway or the Gulf Harbour Marina waters, or otherwise dispose of any garbage, oil, fuel or other material whatsoever in the Waterway or the Gulf Harbour Marina waters, except into containers which may be provided by the Association. The failure of the Association to provide containers shall not derogate from the Licensee's obligations under this provision. If required by the Association, the Licensee shall install an approved sewage holding tank, and discharge it only at approved facilities. The Association can require, as a condition of its approval of any sublicense under rule 4.2, that the Berth Sublicensee's boat, if equipped with a toilet facility, is equipped with self-contained sewage holding tanks acceptable to the Association.

13.2. No living on board

The Licensee shall not live on board any boat in any berth or permit anyone else to do so. For the purposes of this rule the expression "living on board" shall mean sleeping overnight on the boat for two consecutive nights or more.

13.3. No noise nuisance

The Licensee shall ensure that all halyards, sheets, lines, ropes, rigging, flags, and wind generators on any vessel in the Berth are secured so that they shall not create any noise.

13.4. No storage on Waterway

The Licensee shall not permit or allow any property, gear or equipment under the control or direction of the Licensee to be stored in or on the Waterway, including the walkways, fingers or foreshore thereof, without the express permission of the Association.

13.5. Use of fire hoses

The Licensee shall not use firefighting equipment supplied by the Association for any purpose other than the fighting of fires.

13.6. Storage of flammable substances

The Licensee shall not store motor spirit, petroleum, petroleum products, fuel, oil, liquified petroleum gas, compressed natural gas, kerosene or goods of a similarly dangerous or similarly inflammable nature on any Waterway structure or area under the control of the Association without the prior approval of the Association.

13.7. Refueling

The Licensee shall not carry out any refueling of any boat or vessel other than at the fuel jetty and pumps located at the Gulf Harbour Marina, unless otherwise directed by the Association.

SCHEDULE 4 - Village Rules

1. MEMBERS DEVELOPED PROPERTY

1.1. Maintenance

Each Member shall have the duty to keep each Developed Property owned by that Member within the Gulf Harbour Marine Village, and all improvements (including all fences), in a well maintained and attractive condition, and shall not permit the accumulation thereon of unsightly rubbish or materials, or in any other way permit the appearance of a property to detract from the general standards established by the Association for the Gulf Harbour Marine Village. Without limiting the generality of the foregoing, Members shall:

- (a) maintain the materials, finishes and exterior colours of all buildings, structures and improvements (including fences, gates and railings) on their Developed Properties as approved by the Association; and
- (b) arrange for regular watering, fertilising and cutting of grass areas, pruning of trees, removal of weeds and rubbish, and the repair and maintenance of all buildings, driveways, footpaths and landscaping features upon or associated with their Developed Properties.

1.2. Compliance with Statutes, Bylaws

Each Member shall at all times comply with the requirements of all statutes, regulations and local authorities, and shall duly and punctually pay all rates, taxes, charges and other outgoings payable in respect of that Member's Developed Property.

1.3. Use

No Member shall use or permit to be used a Developed Property for any purpose other than for residential use without the prior written consent of the Association, and in no case shall a Developed Property be used as a short term rental facility or any business activity conducted at the property.

1.4. Noise and Lighting

No Member, Invitee, Occupier or sub-licensee shall make or permit to be made or occur in or about the Common Facilities or the Members Developed Property any objectionable noise (including from sound systems) or any other activity (including a defective alarm system) or intrusive exterior lighting which unreasonably interferes with the peaceful enjoyment by the Members or Occupiers of any Dwelling.

1.5. Signage

No Member shall erect any notice or sign on a Developed Property without the prior written consent of the Association.

1.6. Security

Each Member shall properly secure that Member's Developed Property when it is not occupied.

1.7. Pets

No Member shall allow any animal, bird or Pet (collectively "Pet") to cause a nuisance to any other Member.

1.8 Without limiting the generality of Rule 1.7, each Member shall ensure that:

- (a) the type, number and size of any Pets are reasonable given the size of the Member's Developed Property and the environment of the Gulf Harbour Marine Village;
- (b) when Pets are outside the boundaries of the Member's Developed Property, Pets are under the control and supervision, and for this purpose, all dogs are on a leash;
- (c) all Pet droppings are immediately picked up and disposed of;
- (d) no Pet shall make any noise so as to disturb or otherwise cause a nuisance;
- (e) all Pets are maintained in a healthy and clean condition, and all laws and regulations relating to the

keeping of such Pets are complied with;

(f) no dangerous Pets are kept within that Member's Developed Property.

1.9 Each Member shall be liable for the costs of repairing any damage caused by that Member's Pets.

1.10 No Member shall allow any Developed Property to become infested by vermin or insects.

1.11 Access

Each Member shall provide reasonable access to the Association and its agents, representatives, employees and subcontractors, to, over and under the Member's Developed Property for the installation of utilities (including, without limitation, cabled television, gas and telecommunications links) and services in the building of which the Member's Developed Property forms part.

1.12 Emergencies

The Association and its agents, representatives and employees shall be entitled to access onto the Member's Developed Property in the case of an emergency in order to take appropriate and reasonable action in respect of the emergency.

2 BUILDING RESTRICTIVE COVENANTS

2.1 Approval

Each Member shall consult with the Committee before commissioning any plans or specifications for any building, structure or improvements (including all fences, gates and railings) to be altered or erected on the Member's Developed Property and shall not alter, erect or place or permit to be altered, erected or placed on the Member's Developed Property any building, structure or improvement without first obtaining the Committee's written approval:

- (a) to the plans and specifications for the alteration, building or structure (such approval not to be unreasonably or arbitrarily withheld or delayed); and
- (b) to the materials, finishes and exterior colours to be used in the alteration or construction of the building or structure.

The Committee's approval may be withheld if the style or standard of the proposed alteration, building or structure is not consistent with either the style or standard of similar buildings or structures within the Gulf Harbour Marine Village.

2.2 Building Materials

The Member shall ensure that building materials used in construction of any building or structure shall be first grade new materials properly installed and shall not erect or place or permit to be erected or placed on the Member's Developed Property any secondhand or used building or structure, garage or any used or second hand building materials of any kind.

2.3 Prohibited Materials

The Member shall not erect or place or permit to be erected or placed on the Member's Developed Property any building or structure, using or incorporating as cladding or exterior finishing materials:

- (a) fibre cement weatherboards in excess of 205mm in width;
- (b) uncoated fibre cement materials, other than factory prefinished roofing materials;
- (c) plywood or ply products;
- (d) untreated framing timbers;
- (e) unpainted corrugated galvanised steel;
- (f) unfinished in-situ concrete and concrete block.

2.4 Caravans, motor homes etc

The Member shall not erect or permit or suffer to be erected or placed upon the Member's Developed Property any caravan, motor home, camper van, jet ski, trailer, boat hut or shed of any kind, either permanent or temporary, other than temporary workers' sheds during construction of a building or structure on a vacant property, which shall be removed on practical completion of the building or structure. A Member may make application to the Association to park a motor home, camper van, jet ski, trailer, or boat for a specified duration and in a location as may be approved in writing by the Association.

2.5 Landscaping Controls

The Member shall on the completion of the building or structure landscape the Member's Developed Property with lawns, shrubs, and trees. No shrubs or trees whether planted by the Member or otherwise, are to exceed 3 metres in height unless approved by the Committee prior to planting. If the Member defaults in so doing, the Committee may take whatever action it considers necessary at the expense of the Member to remedy the default, and if the Member fails to pay the Association upon demand for all costs so incurred the Association may recover the cost thereof from the Member as liquidated damages in any court or competent jurisdiction. In addition:

- (a) The Member will ensure that any retaining walls and exposed banks on the Member's Developed Property will be planted in grass and or shrubs. No areas of bare clay, gravel or earth will be permitted.
- (b) The Member will not cut down or prune any trees, shrubs or bushes currently growing on the Member's Developed Property without the prior consent of the Committee. Such consent will not be unreasonably or arbitrarily withheld if such removal or pruning is necessary to allow construction of the building or structure to proceed or where such removal or pruning is necessary to preserve other trees or shrubs or in the interests of personal safety.
- (c) The Member will ensure that any part of the Member's Developed Property used as a driveway or path is surfaced in permanent materials acceptable to the Association within three months of use or occupation of the building or structure.
- (d) The Member will complete the construction of the building or structure and landscaping of the Member's Developed Property within three months after commencement of construction of the building or structure.
- (e) The Member or the body corporate in which is located the Members Dwelling will not install any large capacity water storage tank for domestic use on the Member's Developed Property except that water tanks for storm water retrieval and retention are permitted for installation by the Member or a body corporate subject to the prior approval of the Association.

SCHEDULE 5

Town Centre Rules

1. Use

No Commercial Member shall use or permit to be used any Commercial Unit within the Town Centre for any purpose other than as a commercial or retail of goods and/or services use (which use shall include but not be limited to travel accommodation and motel facilities), or such other use as may be permitted by the relevant local body planning requirements, without the prior written consent of the Association and in no case shall any Commercial Unit be used for a purpose not permitted under the relevant local body planning requirements.

2. Noise

No Town Centre Owner or Commercial Member shall make or permit to be made or occur within the Town Centre or in or about the Common Facilities, any objectionable noise or any other activity which unreasonably interferes with the peaceful enjoyment by the Members or Occupiers of any Dwelling.

3. Leasing

Every Commercial Member shall, in respect of such Member's Commercial Unit:

- (a) ensure that an Occupier shall receive a copy of this Constitution (including all Rules and Schedules) and any further amendments thereof;
- (b) notify the Association of all Occupiers from time to time in accordance with Rule 4.5(b) of this Constitution.

4. Signage

- 4.1. Each Commercial Member shall be entitled to erect or permit to be erected on that Member's Commercial Unit such notice or sign as is reasonably required to advertise the business being conducted from such Commercial Unit provided that such notice or sign shall be of a colour, size, style and illumination (if any) which is in accord with the general standard of finish and décor of the Town Centre.
- 4.2. The Association shall be entitled to require any Commercial Member to remove any notice or sign erected on that Member's Commercial Unit if the Association reasonably considers that such notice or sign causes a nuisance to any other Member, is offensive, or is not in accord with the general standard of finish and décor of the Town Centre.
- 4.3. All notices or signs erected on a Member's Commercial Unit shall be kept in clean and safe condition at all times.

5. Pets

No Commercial Member shall allow or permit to be allowed any animal, bird or pet ("Pet") to be kept on such Member's Commercial Unit within the Town Centre without the prior written consent of the Association, except where the keeping of such Pet is incidental to the business of that Commercial Member. No Commercial Member shall allow any such Pet to cause a nuisance to any other Member.

6. Inconsistency

If there is any inconsistency between the provisions of these Town Centre Rules and any other provision in this Constitution, the provisions of these Town Centre Rules shall prevail.



Schedule 6 - Membership Acknowledgement

To: The Treasurer/Secretary

Gulf Harbour Marine Village Residents' Association Incorporated
c/- Crockers Body Corporate Management Limited
PO Box 74054
Greenlane
Auckland 1546

Email: gulpharbour@crockers.co.nz

I/We, _____
name(s)

of _____
address(es)

and occupation(s) of new Membership holder(s) _____

acknowledge that from _____
date of acquisition of Membership

I/we hold a Membership for: ☐ Residential
☐ Residential Berth
☐ Commercial

Membership in the Gulf Harbour Marine Village Residents' Association Inc ("Association"), subject to the Rules, terms and conditions of the Constitution of the Association.

Signed: _____ Signed: _____ Signed: _____

[Name] _____ [Name] _____ [Name] _____

Witness to signature(s):

Signature: _____

Occupation: _____

Address: _____

Crockers Body Corporate Management Ltd - Secretary / Treasurer

PO Box 74054, Greenlane, Auckland 1546 | Telephone 09 630 8890 | Email gulpharbour@crockers.co.nz



BERTH SUB LICENCE PROCESS

**NO SUB-LICENSEE'S VESSEL SHALL HAVE ACCESS TO A BERTH IN THE MARINA
UNTIL THE FOLLOWING PROCESS IS FULLY COMPLETED**

- 1. Licensee downloads the forms and documents from ghmvra.co.nz**
 - **GHMVRA Berth Licensee Approval Check List**
 - **Berth Sub-Licence Agreement (BSLA)**
 - **Berth Sub-Licence Terms & Conditions**
 - **Copy of the Berth Licence Terms (Schedule 3 in the Constitution)**
 - **Power Supply Form**
 - **Vessel Maintenance Guidelines**
- 2. Licensee and Sub-Licensee complete and sign the BSLA documents in full and attach the following documents**
 - **Copy of Boat Insurance Policy with expiry date noted**
 - **Public Liability Cover (usually part of household policy)**
 - **Power supply form includes relevant EWOFF and Cable Information (current)**
- 3. Licensee provides documents to the Body Corporate Chair**
 - **Body Corporate Chair checks to ensure everything is completed and correct and signs the BSLA.**
- 4. Licensee provides all documents to the Facilities Manager**
 - **Licensee forwards all documents to the Facilities Manager for checking and then provides to the GHMVRA Chair for signature**
 - **Facilities Manager notifies Licensee of approval and requests Licensee/Sub-Licensee to advise the vessel arrival details**
 - **Sub-Licensee pays deposit to and requests Gate Key from Facilities Manager**
 - **Facilities Manager forwards signed documents to Crockers who update the database.**
 - **Facilities Manager/Crockers provides the Sub-Licensee with a copy of the BSLA.**

Gulf Harbour Marine Village Residents Association Inc

Berth Sub Licence Agreement



Residential Berth Member (Licensee) Details

Name: _____ Berth No: _____
GH Address: _____
Postal Address: _____
Home / Work Phone: _____ Mobile No: _____
Email Address: _____ Body Corporate No. (if applicable): _____

Berth Sub Licensee Details

Name: _____
Residential Address: _____
Postal Address: _____
Email Address: _____
Home / Work Phone: _____ Mobile No: _____
Emergency Contact _____ Phone No. _____

Vessel Details

Vessel Name: _____ Launch/Yacht _____ Design _____
Length Overall: _____ metres Beam: _____ metres Draft: _____ metres
Sewage Holding Tanks: Yes/No _____ Fuel Type: _____
Marine insurer: _____ Policy No: _____ Renewal Date: _____
Insurer Contact Name: _____ Phone No: _____

Sub License Details

Commencement Date: _____ Expiry Date: _____
Monthly Rent: \$ _____

This Agreement shall continue from the commence date until the earlier of:

- (a) The Expiry Date but if no Expiry Date has been specified then 12 months from the Commencement Date;
or
- (b) 30 Days following notice of termination by either of the Licensee or Renter; or
- (c) 7 Days following the Association or Body Corporate giving notice of termination due to breach of the rules or terms and conditions of this Agreement, or the constitution of the Association.

By signing this Sub-Licence agreement, the Sub Licensee acknowledges that they have read, understood and agree to comply with the Gulf Harbour Marine Village Berth Sub-Licence Terms and Conditions.

Residential Berth Member Signature

Date

Body Corporate Chair Signature

Date

Berth Sub Licensee Signature

Date

Gulf Harbour Marine Village Residents Association

Date

Chair



BERTH SUB-LICENSEE TERMS & CONDITIONS

1. DEFINITIONS

"Agreement" means the Berth Sub Licence Agreement read together with these terms and conditions, the Association's constitution, the Association's common facilities rules and the rules of the Body Corporate.

"Association" means Gulf Harbour Marine Village Residents' Association Incorporated

"Berth Licensee" means a resident of the Gulf Harbour Marine Village who is licensed by the Association to use of a Berth.

"Berth Licence Terms" means the terms and conditions comprising Schedule 3 of the constitution of the Association and which form part of these terms and conditions.

"Berth" means the marine berth the subject of this Agreement for the accommodation of recreational vessels only as specified in the Berth Sub Licence Agreement.

Berth Sub-Licensee and Berth Renter both mean the person sub licensed to use the Berth pursuant to a Berth Sub Licence Agreement.

"Berth Sub Licence Agreement" means the sub-licence entered into between the Berth Renter, the Association, the Body Corporate and the Berth Licensee and which form part of the Agreement.

"Body Corporate" means the body corporate that controls the common areas adjacent to the Waterway and the Berth over which the Renter is granted pedestrian access

"Common Facilities" means the waterway and associated facilities incorporating common or public walkways, pedestrian areas, seating, carparks, walls, security structures, ramps, launching facilities and other facilities.

"Common Areas" means the waterway, residential fringe and the common areas of any building adjacent to the waterway.

"Marina" means the Waterway under the jurisdiction of the Association

"Liveaboard" means staying overnight on the Vessel for more than one night, but excluding the night of arrival at the commencement of the Agreement or the night before departure upon expiry or termination of the Agreement. Noise restrictions will be strictly enforced.

"Vessel" means the marine vessel entitled to use the Berth pursuant to the Agreement as specified in the Berth Sub Licence Agreement.

"Waterway" means all of the land, including the foreshore and seabed, residential fringe and common areas comprised in Lot 2 Deposited Plan 168032 together with all marina fingers, piles, floating structures, piers, utilities, plant, equipment, other berth structures, paths, walkways, lighting, paved areas, gardens, landscaped areas and other installations and structures.

2. ACCESS TO BERTH

The Body Corporate shall allow the Berth Renter pedestrian access over such of its common areas to enable access to and from the Waterway and the Berth. The Body Corporate shall also allow pedestrian access to crew members, children, and service providers when accompanied by the Berth Renter.

3. JURISDICTION

At all times whilst enjoying the Marina together with its Common Facilities the Berth Renter and invitees and guests are subject to the jurisdiction of the Association and its common facilities rules.

4. VEHICLES

No Berth Renter, invitees, guests, service provider or crew members of the Vessel shall drive a vehicle, or permit any vehicle to be driven, within the confines of the Common Facilities of the Association or the common areas of the Body Corporate.

5. RESTRICTIONS ON USE

The Berth Renter shall not use the Berth other than for accommodating the Vessel. The use of the Berth to moor non-recreational vessels including (but not limited to) charter vessels, commercial fishing vessels, vessels carrying passengers for hire, work vessels, commercial freight carriers or vessels for any other commercial or industrial purposes, is expressly forbidden.

6. BERTH RENTER NOT TO SUBLET

The Berth Renter is not to be permitted at any time to sublet, or to authorise the use of the Berth, by any other vessel.

7. NAVIGATION COMPLIANCE

The Berth Renter shall at all times when navigating through the Marina fairway, and the Gulf Harbour marina channel, comply with the rules of the Association and with any special instructions issued by the Association, and any rules imposed by the management of Gulf Harbour Marina.

8. VESSEL SIZE NOT TO EXCEED DIMENSIONS OF BERTH

The Berth Renter shall not at any time permit any part of the Vessel while moored at the Berth (including any dinghy, tender or the like, whether fixed on board the Vessel or moored in the water adjacent to the Vessel to extend beyond the maximum permitted dimensions of the Berth as specified by the Association.

9. SIGNAGE

The Vessel's name must be displayed in letters of not less than 90mm in height on each side of the Vessel. No vessel may display advertising signs. A "For Sale" sign approved in advance by the Association and measuring not more than 300mm x 150mm, may be displayed on each side of the vessel.

10. COMPULSORY VACATING OF BERTH

The Association may, at any time require the Berth Renter to vacate the Berth either on a temporary or permanent basis for the purpose of upgrading or carrying out maintenance or structural repairs to the Berth or the Marina. If such circumstances arise, neither the Association or Berth Licensee shall have any liability to pay any compensation to the Berth Renter.

11. NO DISCHARGE

The Berth Renter shall not pollute, or permit the pollution, of the Marina or discharge into the Marina any poisonous, noxious or dangerous or offensive substance or thing including discharges from treated toilet systems such as electra-san and the like. All rubbish shall be removed from the Vessel and properly disposed of outside the common areas or Common Facilities.

12. STATUTE COMPLIANCE

The Berth Renter shall comply with any Auckland Council By-law, harbour master direction, Maritime Safety Authority direction, Statute, law, regulation, restriction, or other requirements as may apply to the Marina and Gulf Harbour Marina.

13. ANIMALS

The Berth Renter shall not permit any animal (domesticated or otherwise) to enter the marine village, the Marina or the common areas of the Body Corporate, or the Common Facilities unless the animal is on a lead and taken directly to or from the Vessel.

14. CHILDREN MUST BE ACCOMPANIED

The Berth Renter shall not permit, or allow, any children under the age of 12 years for whom the Berth Renter is responsible, to enter into the Common Facilities or common areas unless accompanied by the Berth Renter or adult crew member.

15. NO SWIMMING OR FISHING ETC

The Berth Renter shall not engage in any swimming, fishing, diving or underwater activities within the Marina, except for permitted maintenance of the Vessel, subject to such directions as the Association may stipulate from time to time.

16. MANOEUVRING RESTRICTIONS

Within the Marina the Berth Renter shall not moor, sail or manoeuvre any vessel so as to create a danger, impediment, obstacle, wake or inconvenience to residents or other users.

17. CONTROL OF NOISE

The Berth Renter shall ensure that the Vessel and its occupants keep noise to a minimal level, so as not to disturb residents or other users. This includes securing halyards, sheets, lines, ropes, rigging, flags, wind generators etc so that they shall not create noise or nuisance. Please refrain from unnecessary running of engines which create noise and fumes. Be considerate of any noise levels keeping in mind the close proximity of the berths to the Association Members' residences and occupants of Body Corporate land.

18. MOORING LINES

For the purpose of mooring any vessel to the Berth, the Berth Renter shall supply mooring lines approved by the Association and shall at all times ensure that a minimum of four corner mooring lines and a spring line are properly fitted and used at all times. The Association may serve notice to the Berth Renter requiring repair to fastenings bollards or mooring lines so as to ensure that the Vessel is safely secured. Failure to comply may result in the Vessel being removed from the Berth and/or the Marina.

19. PROPERTY STORAGE

The Berth Renter shall store all property, gear and equipment on or in the Vessel and shall not utilise the Marina or other areas for storage purposes.

20. ALCOHOL

Alcoholic beverages may be consumed only on board the Vessel.

21. CORRECT USE OF FIRE EQUIPMENT AND SPILL KITS

The Berth Renter shall not use fire-fighting equipment supplied by the Association for any purpose other than for fighting fires or spill kits for purposes other than containing spills in the Marina.

22. RESTRICTED PRODUCTS

The Berth Renter shall not bring into the Marina or store on the Vessel any dangerous or flammable goods but this rule shall not prevent the Berth Renter from carrying small quantities of fuel, in safe containers, in quantities reasonably required for small outboard engines or stoves, to be stored inside the Vessel.

23. NO REFUELLING

The Berth Renter shall not carry out any refuelling of the Vessel within the Marina, other than at the fuel jetty and from the designated pumps located in Gulf Harbour Marina.

24. BERTH MODIFICATIONS

The Berth Renter shall not alter or modify the Berth or adjacent structures without the prior written approval of the Berth Licensee and the Association. Renters may apply for modifications such as dinghy racks, steps, docking wheels and pads etc, by providing a completed "Berth Modification Form" (available on the GHMVRAI web site) to the Facilities Manager. Any fender pads approved for attachment to the berth shall remain in situ at the conclusion of the sub-licence term.

25. NO RADAR USE

The use of radar within the Waterway is strictly prohibited.

26. VESSELS MUST NOT DETRACT FROM MARINE VILLAGE

All vessels shall be subject to prior approval by the Association which reserves an unfettered right to reject any vessel. The Berth Renter shall keep the Vessel in good serviceable condition, repair and appearance so as not to obstruct, interfere with or endanger other vessels navigating or mooring in the Marina.

27. NO WORK AT BERTHS

No major work shall be undertaken on the Vessel whilst in the Marina. This shall not prohibit any reasonable washing or cleaning of the Vessel (above the waterline) or reasonable minor maintenance on the Vessel. If in doubt please contact the Facilities Manager for clarification.

28. SAFETY COMPLIANCE

The Berth Renter shall adhere to any request given by the Association to ensure efficient, safe and harmonious use of the Marina and the Berth.

29. COMPLIANCE WITH RULES AND CONDITIONS

The Berth Renter shall at all times comply with the Agreement, these terms and conditions, the rules of the Association, the Berth Licence Terms comprising schedule 3 of the Associations constitution, the rules of any Body Corporate as may apply to the sub-licensee and the Association or the Body Corporate may give written notice to the Berth Renter and/or the Berth Licensee specifying details of any breach committed by the sub-licensee. A breach the subject of a notice must be remedied within 7 days of the date of the notice. The Association reserves the right to terminate the Agreement and require that the Vessel be removed from the Berth without further notice, if the breach is not remedied within the 7 day period.

30. DEFAULT IN COMPLYING

If after the 7 day notice period of termination the Berth Renter has failed to remove the Vessel from the Berth and Marina, the Association may, without incurring any liability for so doing and without further notice, remove the Vessel and arrange for its storage on the Gulf Harbour Marina hardstand and recover the cost of removal and any other costs incurred in connection with the breach, from the Berth Renter and/or Berth Licensee.

31. BODY CORPORATE

If the Agreement expires or is terminated, the Berth Renter shall have no right or licence to access the Body's Corporate common areas unless it is to remove the Vessel and should the Berth Renter access the Body's Corporate common areas for any other purpose then that shall be deemed a trespass. The Berth Renter shall not be entitled to remove the Vessel unless and until all costs and expenses incurred by the Association and the Body Corporate have been paid.

32. ASSOCIATION'S LIEN

Where the Association removes the Vessel, it shall be entitled to a lien over the Vessel to the extent of the costs of removal and the Vessel's storage. All costs incurred by the Association and/or the Body Corporate in connection with the breach are to be paid before possession of the Vessel is returned to the Berth Renter.

33. CUSTODIAL ARRANGEMENTS

The Association may, if the Association thinks fit, place and maintain on the Vessel such number of custodians as may be necessary and the costs in so doing shall be recoverable by the Association from the Berth Renter and/or the Berth Licensee.

34. EXECUTION OF NOTICES

All notices given by the Association or the Body Corporate are to be signed by the Chairperson (or his/ her delegated nominee) of the respective organisation.

35. POWER AND OTHER SHORE SERVICES

The Berth Renter shall ensure that the use of any power, water, sewage, pump or other shore service, complies with all of the relevant regulations and rules governing the supply or discharge of power, water, sewage or other shore services. The Berth Renter may use the water, power and other facilities provided on the structures, in common with other Marina users on a reasonable basis only. The Association may charge the Sub-Licensee for any excessive usage of power or water.

36. BINDING AGREEMENT

This Agreement shall not come into effect until such time as the Berth Renter, Berth Licensee, Association and Body Corporate have executed it, except that there shall be no requirement for the Body Corporate to execute this Agreement if the Berth Renter does not require access over the Body's Corporate common areas and in such circumstances this Agreement will come into effect after execution by the Berth Renter, Berth Licensee and Association only. The Association reserves the right to amend these terms and conditions and any such amendment will apply to this Agreement.

37. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of New Zealand



GHMVRAI Berth Licensee Approval Check List

- ☐ The Berth Renter's vessel will fit within the berth and will not overhang the outer piles.
- ☐ The Berth Renter's vessel has a current Electrical WOF visible from the berth finger if the vessel is to be connected to shore power.
- ☐ The Berth Renter's lead tag date of issue is:.....and expires:.....
- ☐ The Berth Renter's vessel has holding tanks for black water.
- ☐ The Berth Renter has installed an overboard shut off valve for holding tanks and toilets.
- ☐ The Berth Renter's vessel is displaying its name with letters of a minimum height of 90mm and clearly displayed on each side of the vessel.
- ☐ The Berth Renter's vessel is capable of travelling at 3 knots.
- ☐ The Berth Renter's vessel is not a commercial vessel (chartering is not permitted from within the Waterway).
- ☐ The Berth Renter accepts and agrees that they may use water and electricity supplied by GHMV on an occasional basis only.
- ☐ The Berth Renter accepts and agrees that there is no major maintenance or building work to be carried out at the berth.
- ☐ The Berth Renter does not carry on deck any fuel or other restricted products.
- ☐ The Berth Renter has insurance for their vessel including third party insurance - copy of the cover note or renewal notice is attached.
- ☐ The Berth Renter accepts and agrees that the term of the contract is for the period detailed.
- ☐ The Berth Renter accepts and is willing to abide by all the rules in the Sub Licence Agreement
- ☐ The Berth Renter understands that if any of the rules are broken the vessel may be required to vacate the GHMV and may not be permitted to return
- ☐ The Berth Renter has provided a copy of their Public Liability Insurance certificate (if required).

Signature: _____

Name: _____

Date: _____

If everything is ticked on the above list, the Berth Licensee may present to the Berth Renter a copy of the Berth Sublicense Agreement for completion by both the Berth Renter and the Berth Licensee.

GHMVRAI PRIVATE WATERWAY POWER SUPPLY



VESSEL OWNER / AGENT

MOBILE No..... ALTERNATIVE CONTACT No.....

EMAIL ADDRESS

PLEASURE VESSEL NAME..... BERTH NUMBER

All vessels which require power from the Village Waterway supply MUST have a visible current Electrical Warrant of Fitness and comply with NZS 3760, AS/NZS 3004:1:2014 and AS/NZS 3004:2:2014. This will ensure that the vessel system is compatible with the supply.

NO vessel is to be connected to the Village Waterway supply until the Association has been supplied with a copy of the vessel's Electrical Warrant of Fitness. This is a requisite demanded by the Electricity Regulations 2010 and any amendments and updates.

Before connecting your vessel to the Gulf Harbour Marine Village power supply please read then select one of the options below and return the completed form. If this form is not completed and returned, any power lead may be disconnected.

I / We acknowledge disconnection can also occur any time the vessel is not compliant.

PERMANENT REGULAR SUPPLY WITH ON-BOARD INSTALLATION YES / NO	<p>My / Our vessel will be using the Marine Village power supply on a regular basis. It has a current Electrical Warrant of Fitness complying with AS/NZS3004:2:2014.</p> <p>Number Expires</p> <p>The Electrical Warrant of Fitness can be seen from the dock. YES / NO <i>please circle one</i></p> <p>My / Our vessel has an annually tested and tagged lead which is dated as per AS/NZS3760 with the tag on the plug end of the cable (dock end).</p>
PORTABLE SUPPLY SYSTEM YES / NO	<p>My / Our vessel has no onboard installation and requires a portable system only. It has a suitable and compliant system fitted with a 10amp flat pin socket contained in an IP rated enclosure incorporating a 10amp circuit breaker with a 16amp round pin to connect to the supply.</p> <p>My / Our vessel has an annually tested and tagged portable system dated as per AS/NZS3760 with the tag on the plug end of the cable (dock end).</p>
CASUAL SUPPLY YES / NO	<p>I / We intend to have a casual supply and will use an approved system which has been tested and tagged in accordance with New Zealand Standards.</p> <p>I / We will only use this system whilst I / we are onboard and will not leave the supply unattended.</p>

The Gulf Harbour Marine Village Waterway Berth power supply is compliant with the New Zealand Standards and Safety Regulations for the supply of power to recreational watercraft and requires a 16amp round pin and an annually tested and tagged continuous lead.

Note: Suitable portable systems are available from **Burnsco Marine** and other reputable Marine Suppliers

I / WE CERTIFY THAT:

My / our vessel complies with the above regulations and for the option I / we have selected.

SIGNATURE

NAME..... DATE.....

For Office use only
Date Received.....
Date Inspected.....
Database Updated.....