



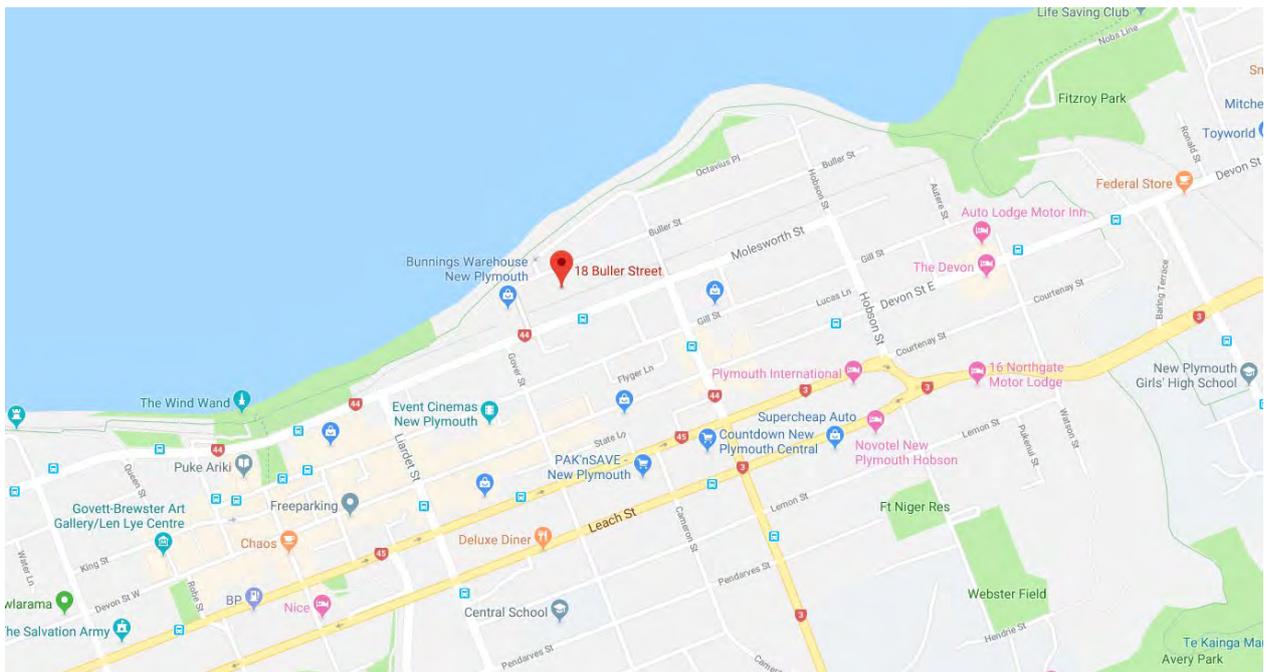
INFORMATION MEMORANDUM

18E BULLER STREET
NEW PLYMOUTH

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Location



18E Buller Street, New Plymouth

The city hub on your doorstep is the home of New Plymouth's Boulders Apartment Complex. Restaurants, shops and amenities are just a short stroll away and the coastal walkway to enjoy the ocean breeze. By car, the airport is located 10 – 15 minutes.

The Walkway
100 Metres away



PHOTO GALLERY

WEB REFERENCE
robertangus.co.nz/06857



Prospective Purchasers should not be confined to the material herein and should make their own enquires to satisfy themselves on the accuracy of all aspects



18E Buller Street New Plymouth

PROPERTY INFORMATION

Certificate of Title: 427314
Legal Description: Lot 2
DP 403604
Unit 5 DP 407759
Tenure: Fee Simple
Bedrooms: Two
Bathrooms: One
Garaging: Two Carparks with Lift
Rates: \$2,781.43
Body Corp Fees: \$4,690.00
Improvements: \$270,000
Land Value: \$250,000
Capital Value: \$520,000
Zoning: Residential

Chattels: Cooktop/Oven,
Dishwasher, Rangehood, Waste
Disposal Unit, Fixed Floor
Coverings, Blinds, Light Fittings,
Heated Towel Rail, Garage Door
Opener.

Offers Over \$710,000

Visit our office at:
Level 1, White Hart
47 Queen Street
New Plymouth
06 758 2484

CITY APARTMENT

Stroll to the shops, walkway, beach and cafes this modern two bedroom apartment is very appealing. With open plan living that opens onto the deck, A mezzanine floor for extra living/sleeping and two toilets plus one bathroom. There are two ample sized car parks in the basement accessed by your own private lift. Easy living in an awesome location.

robertangus.co.nz/06857



Contact Details

Vicky Ashton

M 027 547 3258

E vicky@robertangus.co.nz

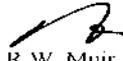




**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
UNIT TITLE**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier 427314
Land Registration District Taranaki
Date Issued 15 August 2008

Prior References
411802

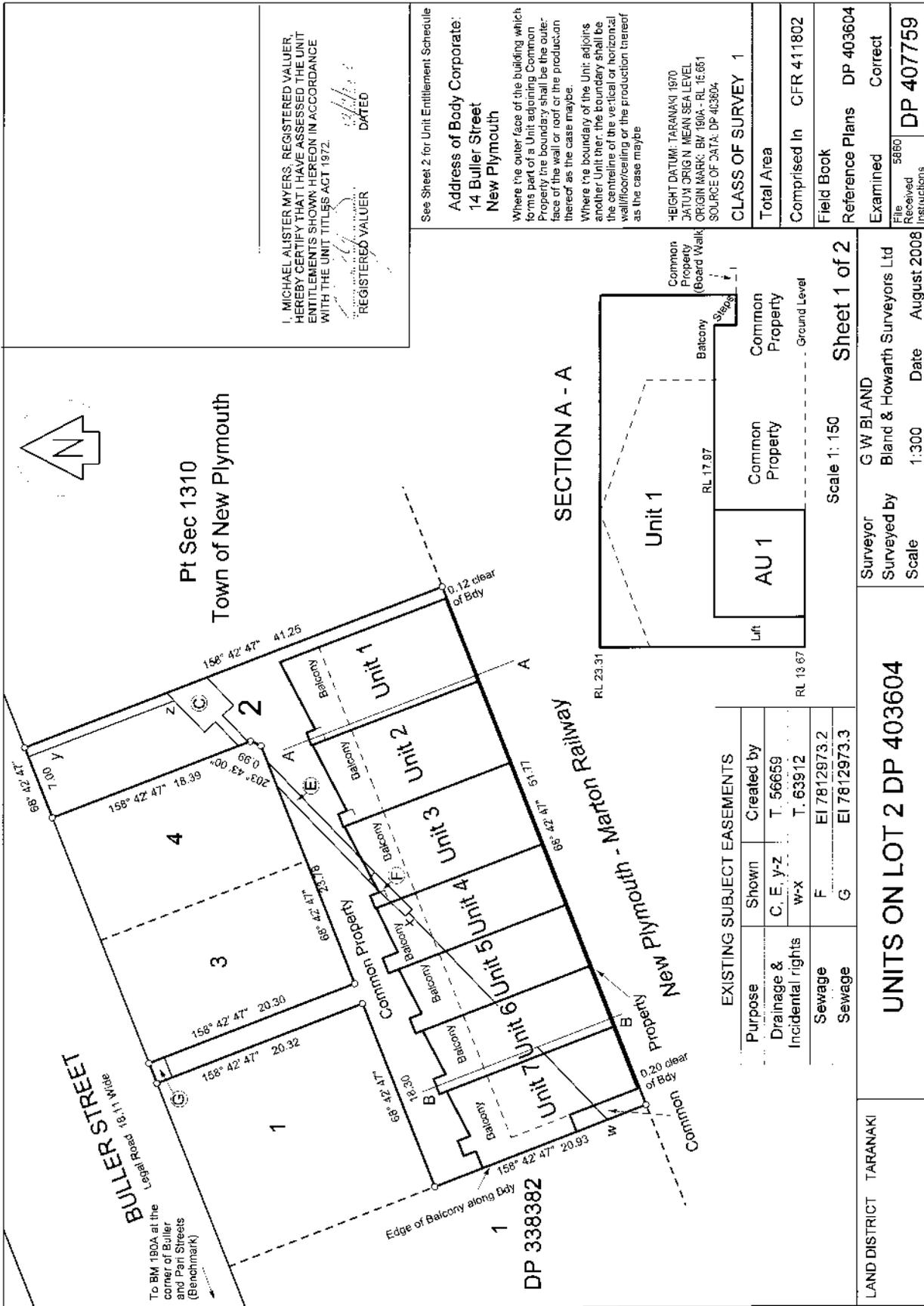
Supplementary Record Sheet
440377

Estate Stratum in Freehold
Legal Description Unit 5 Deposited Plan 407759 and
Accessory Unit 5 Deposited Plan 407759

Registered Owners
Margaret Youngman and Lamb Trust Services Limited

**The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on
the relevant unit plan and supplementary record sheet**

9500537.3 Mortgage to TSB Bank Limited - 9.9.2013 at 2:55 pm



I, MICHAEL ALISTER MYERS, REGISTERED VALUER, HEREBY CERTIFY THAT I HAVE ASSESSED THE UNIT ENTITLEMENTS SHOWN HEREON IN ACCORDANCE WITH THE UNIT TITLES ACT 1972.

REGISTERED VALUER
DATED

See Sheet 2 for Unit Entitlement Schedule

Address of Body Corporate:
14 Buller Street
New Plymouth

Where the outer face of the building which forms part of a Unit adjoining Common Property the boundary shall be the outer face of the wall or roof or the production thereof as the case maybe.

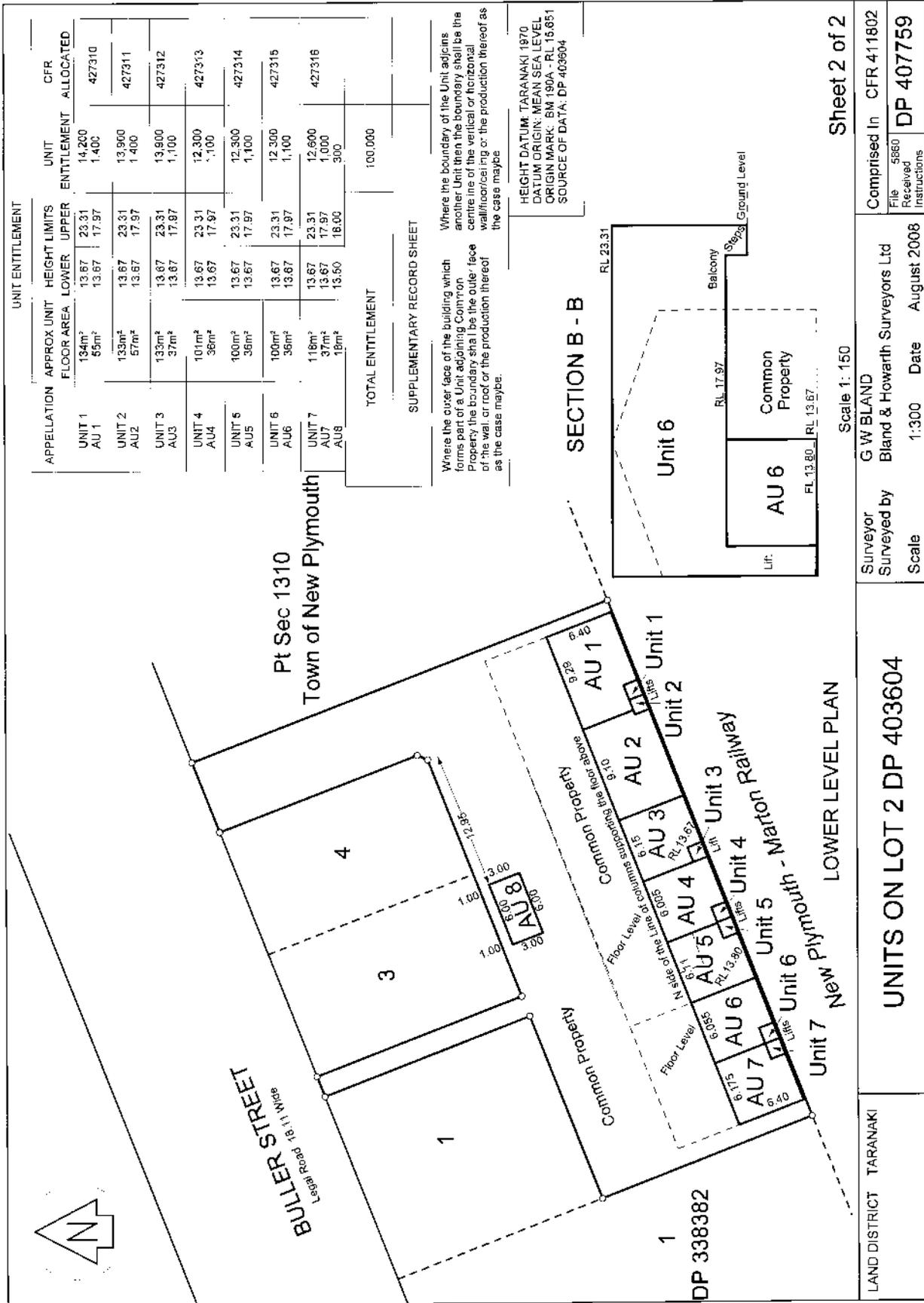
Where the boundary of the Unit adjoins another Unit then the boundary shall be the centreline of the vertical or horizontal wall/floor/ceiling or the production thereof as the case maybe.

HEIGHT DATUM: TARANAKI 1970
DATA ORIGIN: MEAN SEA LEVEL
ORIGIN MARK: BN 160A - RL 15.661
SOURCE OF DATA: DP 403604

CLASS OF SURVEY 1

Total Area

Comprised In CFR 411802





SUPPLEMENTARY RECORD SHEET
UNDER UNIT TITLES ACT 1972
Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017

Identifier **440377**
Land Registration District **Taranaki**
Date Issued 15 August 2008
Plan Number DP 407759

Subdivision of
 Lot 2 Deposited Plan 403604

Prior References
 411802

Unit Titles Issued

427310	427311	427312	427313
427314	427315	427316	

Interests

OWNERSHIP OF COMMON PROPERTY

Pursuant to Section 47 Unit Titles Act 2010 -

(a) the body corporate owns the common property and

(b) the owners of all the units are beneficially entitled to the common property as tenants in common in shares proportional to the ownership interest (or proposed ownership interest) in respect of their respective units.

The above memorial has been added to Supplementary Record Sheets issued under the Unit Titles Act 1972 to give effect to Section 47 of the Unit Titles Act 2010.

Order in Council 13 exempting Buller Street fronting the above described land from the provisions of (now) Section 128 of the Public Works Act 1928

Subject to drainage and incidental rights (in gross) over parts marked C, E and y-z on DP 407759 in favour of the New Plymouth District Council created by Transfer 56659 - 13.9.1930 at 10:30 am

Subject to drainage and incidental rights (in gross) over part marked w-x on DP 407759 in favour of the New Plymouth District Council created by Transfer 63912 - 20.7.1938 at 10:35 am

Subject to a sewage easement (in gross) over part marked F on DP 407759 in favour of the New Plymouth District Council created by Easement Instrument 7812973.2 - 13.5.2008 at 9:00 am

The easements created by Easement Instrument 7812973.2 are subject to Section 243 (a) Resource Management Act 1991

Subject to a sewage easement over part marked G on DP 407759 created by Easement Instrument 7812973.3 - 13.5.2008 at 9:00 am

The easements created by Easement Instrument 7812973.3 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 7812973.4 - 13.5.2008 at 9:00 am

7933482.1 Change of rules of the Body Corporate - 11.9.2008 at 9:00 am

10790072.1 Change of address of the Body Corporate - 16.5.2017 at 7:00 am

11747533.1 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 12.5.2020 at 2:01 pm

11784124.1 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 25.6.2020
at 9:32 am

NOTICE OF CHANGE TO BODY CORPORATE OPERATIONAL RULES

(Section 106, Unit Titles Act 2010)

Unit Plan: 407759
Body Corporate Number: 407759
Supplementary Record Sheet: 440377

Notice

The Body Corporate gives notice that the Body Corporate Operational Rules are changed as specified in the schedule of amendments below.

The changes have been made in accordance with an ordinary resolution at the Body Corporate general meeting held on 12 May 2020.

Schedule of amendments

Rule 1(w) - A Unit Owner or occupier of any unit shall not:

- (i) subject to rule (w)(ii), fix or attach to the exterior of a unit or to common property any awning, sunshade or similar structure.*
- (ii) notwithstanding rule (w)(i), principal units A, B, C & D who upon the body corporate's adoption of this rule already have an existing sunshade or awning fixed or attached to their unit, shall not replace it without the body corporate's prior written consent. When considering a request for consent the Body Corporate may take into account the weathertightness, structural integrity and aesthetic appearance of the building.*

**Signed for and on behalf of
Body Corporate 407759 by:**

N/A
Signature of Body Corporate Committee
Chairperson

NIGEL SAVAGE
Name

26B SMITH ROAD, NEW PLYMOUTH
Address 4312

Before me:

Rosemary Fordyce
Signature of Witness - Body Corporate
Committee Member

Rosemary Fordyce
Name

18 D Buller St New Plymouth
Address 4310

Date: 22/06/2020

UNIT TITLES REGULATIONS 2011

FORM 15

Notice of change to body corporate operational rules

Section 106, Unit titles Act 2010

Unit plan: 407759
Body Corporate Number: 407759
Supplementary record sheet: 411802

Notice

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

The changes have been made in accordance with a special resolution at the body corporate general meeting held on 28 May 2012.

Schedule of amendments

The Rules contained in Schedule 1 of the Unit Titles Regulations 2011 are deleted.

The following new operational rules are added:

1. A Unit Owner or occupier of any unit shall not-
 - (a) Use or permit his unit to be used for any purpose which is illegal or may be injurious to the reputation of the building;
 - (b) Create any noise likely to interfere with the peaceful enjoyment of the Unit Owner or occupier of any other unit or of any person lawfully using the common property;
 - (c) Keep any animal on his unit or the common property other than a cat or a small dog under 30 cm in height without the consent of the body corporate:
Provided that this prohibition shall not in any circumstance apply to seeing eye dogs that are required by partially sighted Unit Owners or occupiers and provided further that the aforesaid consent may be withdrawn at any time by the secretary upon his receiving like written complaints in the matter from the Unit Owners of 2 or more units;
 - (d) Use the common property in such a manner as unreasonably to interfere with the use and enjoyment thereof by any occupier of any unit (whether a Unit Owner or not) or by the family or any visitor of any such occupier;
 - (e) Use his unit or permit it to be used in such manner or for such purpose as to cause damage or a nuisance or annoyance or disturbance to any occupier of any unit (whether a Unit Owner or not) or to the family or any visitor of any such occupier;
 - (f) Use nor permit the use of his unit for any purpose other than residential use or such other use as may upon application to the relevant territorial authority be permitted in accordance with the local district plan;
 - (g) Allow trees or plants or roots or foliage to encroach from his unit under, upon or over any other unit or the common property;
 - (h) Hang or place any washing, towels, bedding, clothing or other article on any outside part of the building comprising his unit in such a way as to be visible from any other unit or from any part of the common property or from beyond the boundary of the land of the body corporate;
 - (i) Except with the consent of the body corporate which consent may be withdrawn at any time, use or store upon his unit or the common property any flammable chemical, liquid or gas or other flammable material, other than that in the fuel tank of a motor vehicle or, in the case of liquid gas only, in a properly approved gas cylinder;
 - (j) Park or allow any member of his family or any visitor to his unit to stand or park or cause to be parked, other than for periods not exceeding 2 minutes, any motor vehicle except on his unit or his accessory unit;
 - (k) Use or permit the lights of any motor vehicle to be used on high beam while on his unit or the common property;

- (l) Use those of his accessory units that are designated for parking, or allow them to be used, for storage of any items whatsoever or for any purpose other than the parking of a currently warranted and registered motor vehicle or boat or trailer. The said units shall be kept tidy and free of all litter and no maintenance or repair work other than minor maintenance work shall be carried out on any motor vehicle located thereon:
- (m) With respect to his unit and the common property, waste water or use any part of the plumbing systems including toilets, waste pipes and drains, for any purposes except for those for which they were constructed or designed or deposit any sweepings or rubbish or other unsuitable substances therein and as conditions to the foregoing-
- (i) The cost of rectification of any damage or blockage resulting to such plumbing systems from misuse or negligence shall be borne by the Unit Owner responsible whether caused by the actions of that Unit Owner or those of his lessees, tenants, visitors, agents or servants:
- (ii) A Unit Owner or occupier of a unit shall give the body corporate prompt notice of any accident to or defect in any plumbing or electrical systems which shall come to the knowledge of the Unit Owner or occupier and the body corporate or its agent may, having regard to the urgency involved, examine such accident or defect and organise such repairs or renovations as it deems necessary:
- (n) Cause or permit any loss or damage to the common property including interior and exterior walls, fittings, lawn, garden, trees and plants situated thereon by reason of the use of such Unit Owner or occupier or of any tenant, servant, agent, agent, contractor, guest or invitee thereof:
- (o) Allow any fire or incinerator to be ignited in or on his unit or accessory unit or the common property:
 Provided that this restriction shall not apply to any safe and serviceable gas fired barbecue equipment or, where installed during the construction of the building or where the prior written consent of the body corporate to install such has been obtained, to any solid fuel or gas fired heating equipment:
- (p) Directly instruct any contractor or workmen employed by the body corporate unless authorised by the body corporate:
- (q) Exhibit, place or attach on any part of his unit or the common property in such a way as to be visible from outside his unit any trade, business or professional services sign board or sign or any other sign board or notice board or sign of any description whatsoever except with the consent of the body corporate which consent may at any time be withdrawn:
- (r) Mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property or remove vegetation except with the consent of the body corporate which consent may at any time be withdrawn:
- (s) Deposit or throw upon the common property or another unit any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Unit Owner or occupier of another unit or of any person lawfully using the common property.
- (t) Drive, operate or use or permit to be driven, operated or used on the common property, any vehicle or machinery of a weight or nature which is likely to cause damage to the common property, and he shall be responsible for any loss, damage or injury to such common property caused, or contributed to, by the use by such Unit Owner or occupier or their agent, contractor or invitee of any vehicle or machinery and shall forthwith after any such damage as aforesaid takes place, repair or cause such damage to be repaired at the said Unit Owner's own cost:
- (u) Obstruct or use for any purpose other than for the reasonable ingress and egress to and from their respective units, any of the driveways, paths and other access ways on the land (including without limitation lifts, stairways, corridors) or any easement giving access to the land:
- (v) Move any furniture, piano, safe or heavy object or article of such weight, nature or description as will impose or cause any stress or strain or weight likely to damage, weaken or cause movement or structural defect to the building or any part thereof, into or out of the building or any unit or the land except in a manner (including the placement of protective screens) that ensures that no harm shall be caused.
2. A Unit Owner or occupier of any unit shall-
- (a) Ensure that all floor space within his unit is covered by floor coverings to such an extent sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of the Unit Owner or occupier of any other unit:
- (b) Take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Unit Owner or occupier of any other unit or of any person lawfully using the common property:

- (c) Immediately clean down any part of his accessory unit or the common property which has mud, oil or other residue thereon as a result of his washing down or using or parking a motor vehicle or boat or trailer thereon or as a result of any other activity undertaken by him:
- (d) With respect to his unit or accessory unit, keep all windows clean and if any are broken or cracked promptly replace same with fresh glass of the same colour, quality and weight:
- (e) With respect to his unit or accessory unit, provide blinds or curtains conforming to an acceptable standard to all external windows at his cost:
- (f)
 - (i) Maintain within his principal unit in clean and dry condition adequate covered receptacles and containers for garbage:
 - (ii) Ensure that before refuse is placed in the said receptacles and containers it is securely wrapped or in the case of tins and other containers, completely drained:
 - (iii) Temporarily store such filled receptacles and containers within an inside area of his principal unit:
- (g)
 - (i) Ensure that garbage bags and containers are placed on the roadside in good time for collection on the next available collection date but not before that date:
 - (ii) Ensure that garbage bags and containers placed on the roadside on the collection day are in sound condition and are securely closed:
 - (iii) Ensure that household goods and material of any kind other than authorised garbage bags and containers of a kind acceptable to the refuse collectors are not put out for collection on the roadside:
 - (iv) Promptly remove anything which the refuse collector may have declined to uplift or which has spilled for any reason from the said receptacles and containers and take such action as may be necessary to clear the area within which any spillage may have occurred:
- (h) Be responsible for the cost of any special call out or other similar charge levied by any security or alarm or other service provider in respect of any incident caused by him or his occupier or affecting his unit:
- (i) Arrange directly with the relevant provider at his own cost for the replacement of any lost or damaged access passes or automatic door or gate opening devices which give access to the common property or for such additional passes or devices to be issued to him as he may require. The replacement of any lost or damaged keys to his unit shall be arranged by a Unit Owner or occupier directly with a locksmith of his choice at his own cost:
- (j) When creating a lease or tenancy or right of occupation of his unit in favour of some other person, ensure that that person has received and perused and agreed to abide with these rules.

Method of Sale

Offers Over \$710,000

Disclaimer

Statement of passing over information

This information has been supplied by the vendor or the vendor's agents.

Accordingly, Robert Angus Real Estate Ltd is merely passing over the information as supplied to us by the vendor or the vendor's agents.

We cannot guarantee its accuracy and reliability as we have not checked, audited or reviewed the information and all intending purchasers are advised to conduct their own due diligence investigation into the same.

To the maximum extent permitted by law Robert Angus Real Estate Ltd do not accept any responsibility to any person for the accuracy of the information herein.

For further details contact:

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Licensed Real Estate Agent (REA 2008)

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Office 06 758 2484
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