



PROPERTY INFO PACK

54/10 BUFFON STREET, WALTHAM

PREPARED BY ANDY WILLIAMS

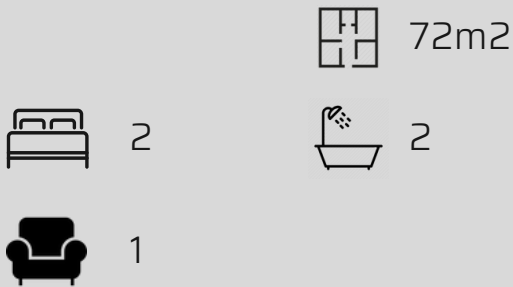
OFFICE ROAD
REAL ESTATE

AGENT X (2021) LTD - LICENSED AGENT REAA (2008)

54/10 BUFFON STREET, WALTHAM

MODERN CONVENIENCE + EXTREME MOTIVATION

FEATURES:



PROPERTY DETAILS:

Address: 54/10 Buffon Street, Waltham
Legal Description: Principal Unit 38 & Accessory Unit 95 DP 50778
Property Type: Townhouse
Sale by: by Negotiation
Close To: Parks, Central City, Ferrymead

PROPERTY DESCRIPTION:

Ease into home ownership or advance your property portfolio with this modern two-bedroom terraced house which is presented to the market with unwavering motivation.

Located in a contemporary city-fringe complex, this property is currently occupied and well maintained on a periodic tenancy, making it appealing to investors and attainable for first-home buyers.

Unfolding across two floors, the layout plays host to two upper-level bedrooms and bathrooms while everyday living occurs downstairs. The modern living layout incorporates the functional kitchen and breakfast bar, which moves down to the lounge and outdoors to an easy-care patio. A car park within the complex is another bonus and wraps up this exceptional entry-level package.

Positioned for convenience, neighbouring Sydenham offers ample amenities, including those on offer at The Colombo, while arterial routes place you just five minutes by car from the inner city and Port Hills.

The vendor is committed to achieving a sale, and their intent warrants your earliest viewing. Contact me for more information.

Please be aware that this information may have been sourced from RPNZ/ Property Guru/ Land Information New Zealand/ Local Council and we have not been able to verify the accuracy of the same. Refer to our Passing Over of Information Statement at: www.officeroad.co.nz/passing-over-of-information

Office Road Real Estate Powered by Agent X (2021) Licensed Agent REAA 2008

PROPERTY PHOTOGRAPHY



PROPERTY PHOTOGRAPHY





CERTIFICATE OF TITLE

54/10 BUFFON STREET, WALTHAM

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REAL ESTATE

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**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 **745829**
Land Registration District **Canterbury**
Date Issued 10 October 2016

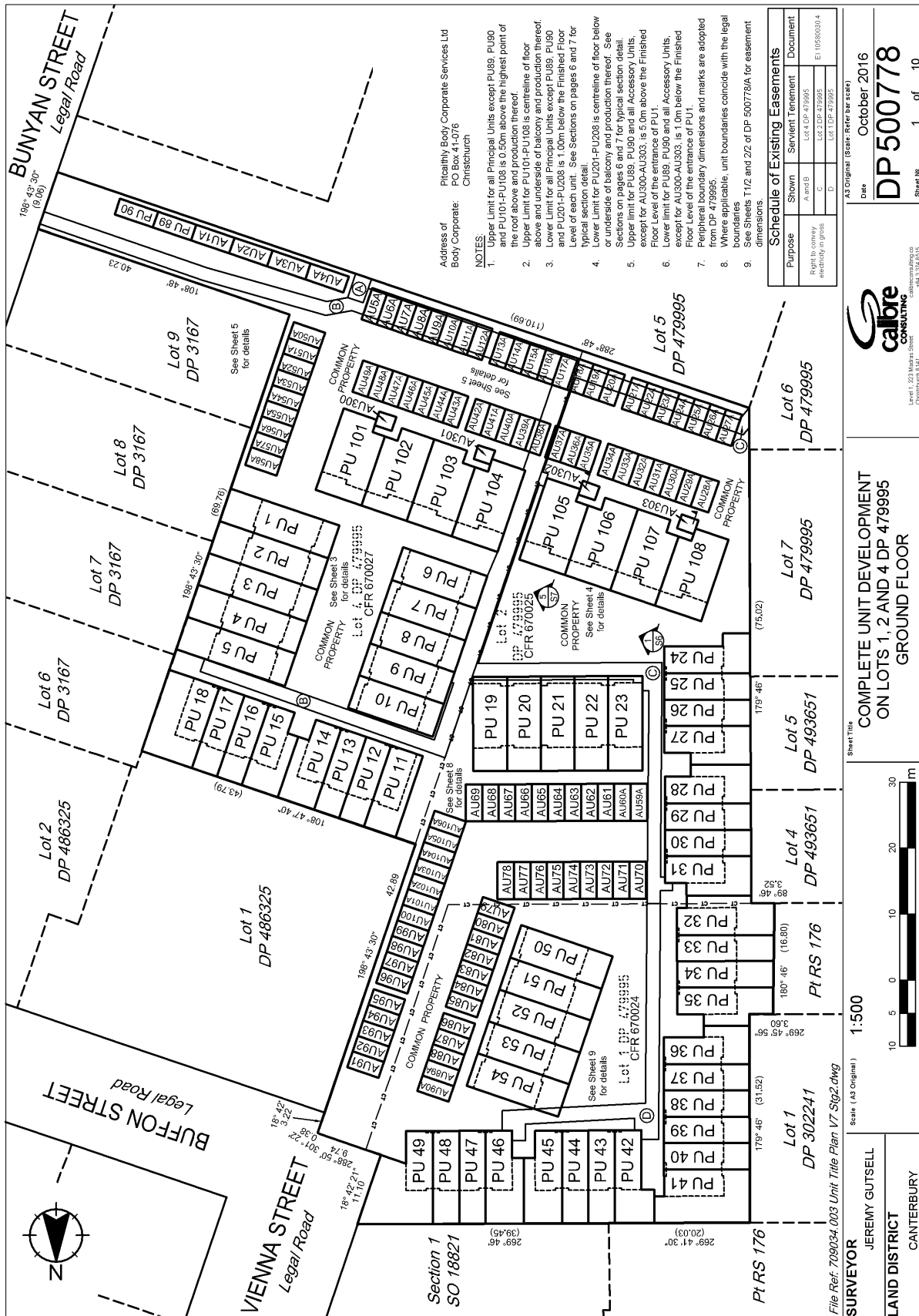
Prior References
758470

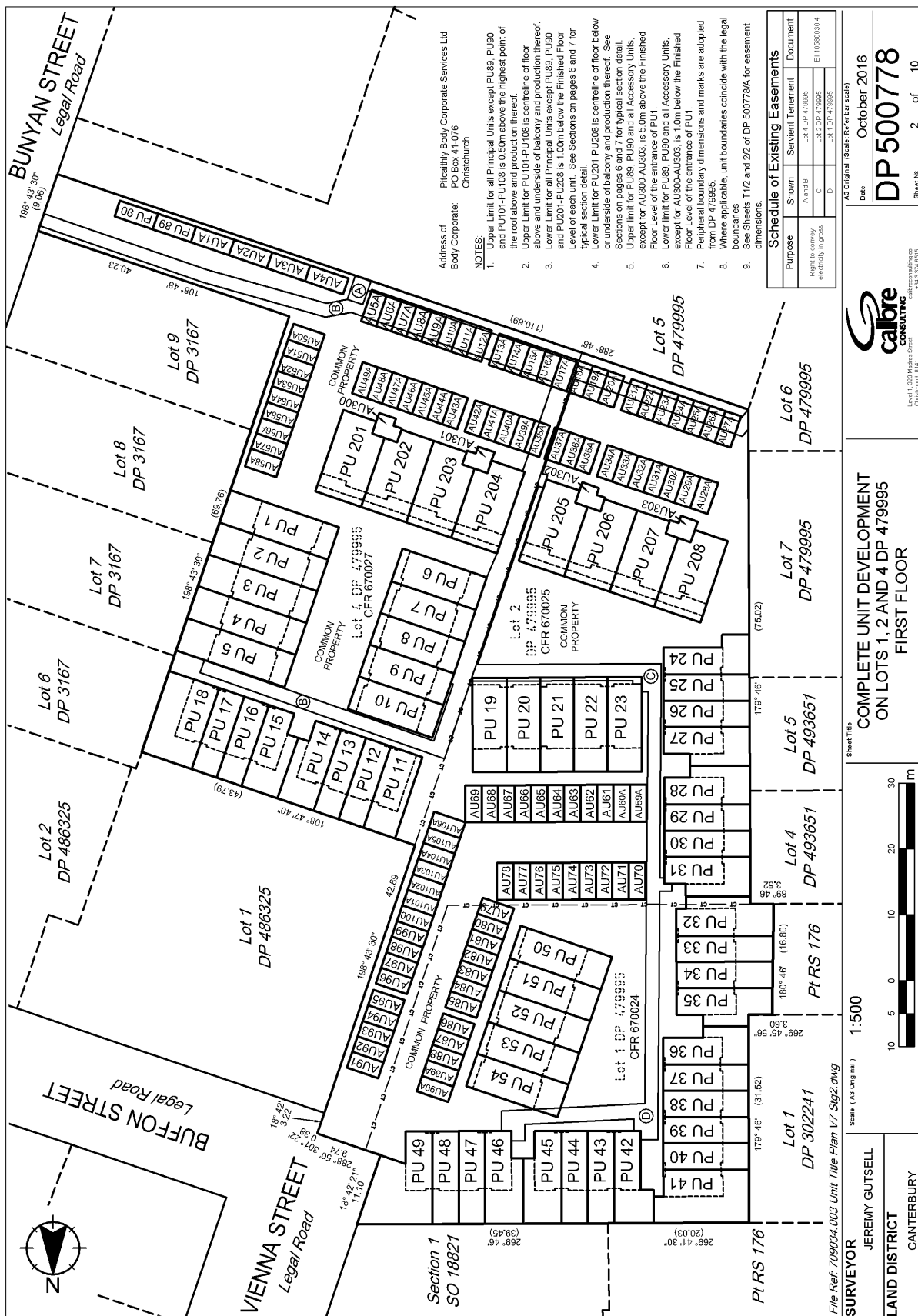
Supplementary Record Sheet
753501

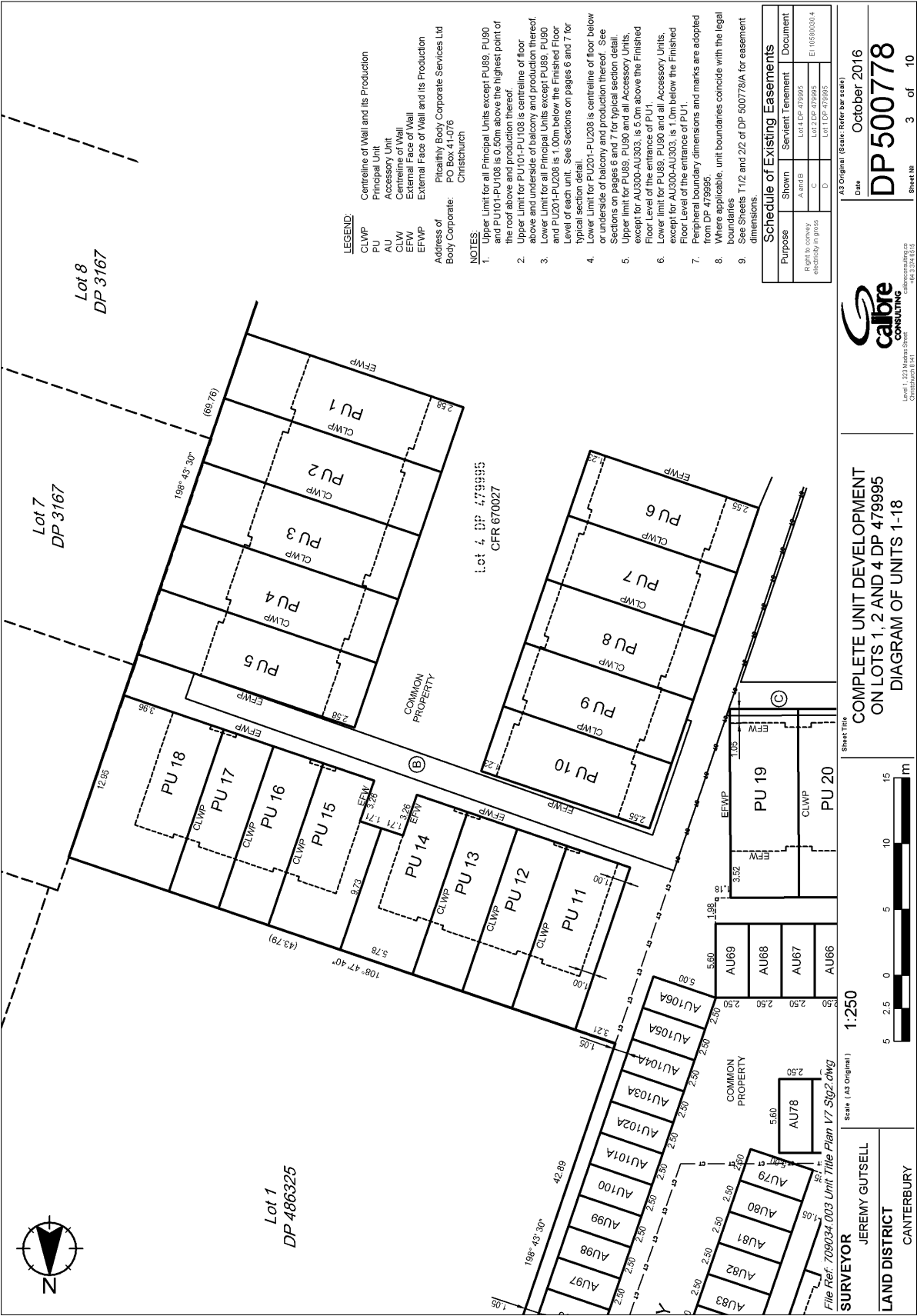
Estate Stratum in Freehold
Legal Description Principal Unit 38 and Accessory Unit 95
Deposited Plan 500778
Registered Owners
Ryder Investment Enterprises Limited

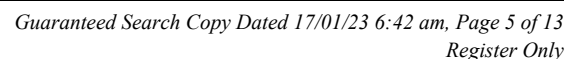
**The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on
the relevant unit plan and supplementary record sheet**

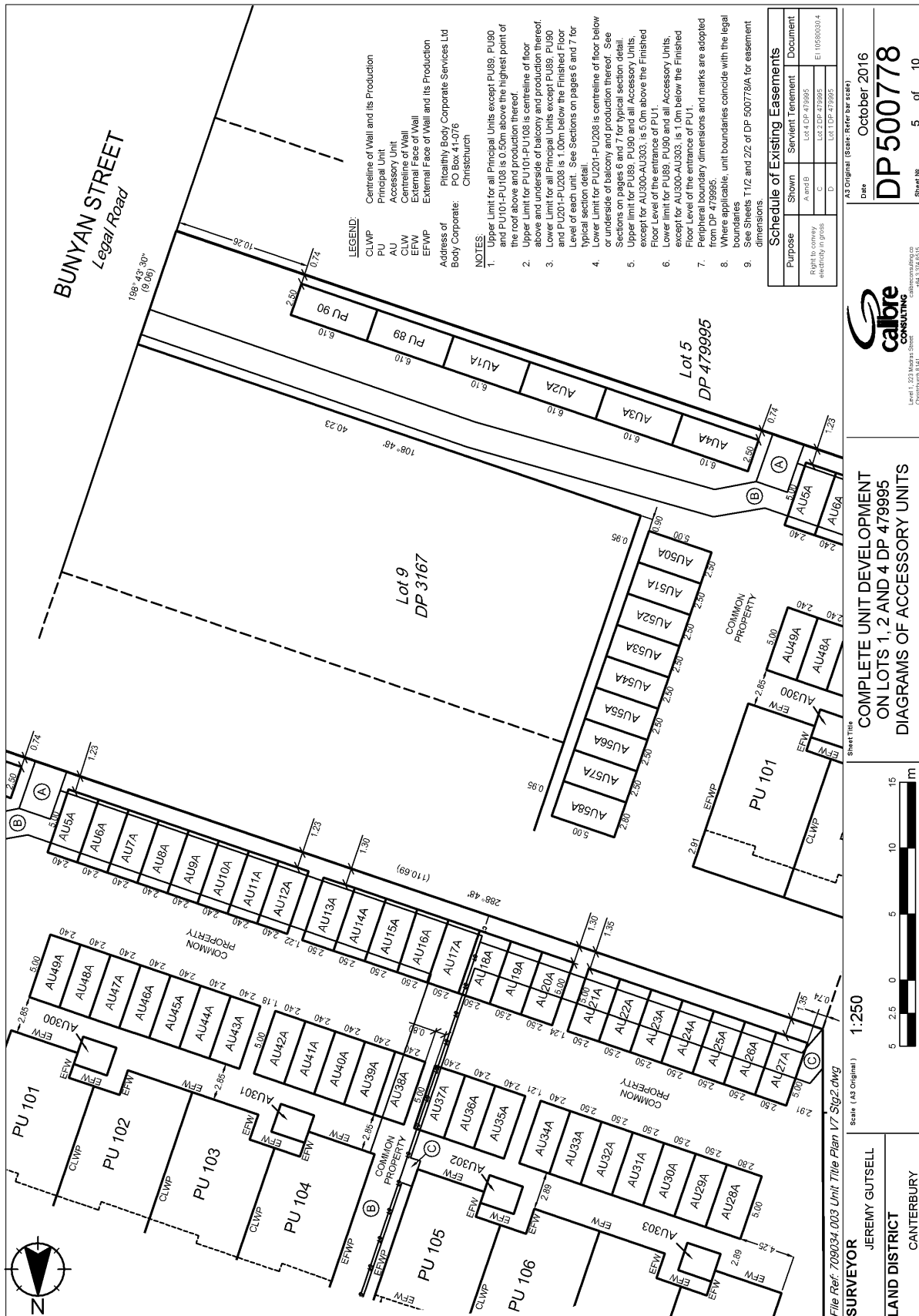
10715802.2 Mortgage to ASB Bank Limited - 2.3.2017 at 2:03 pm

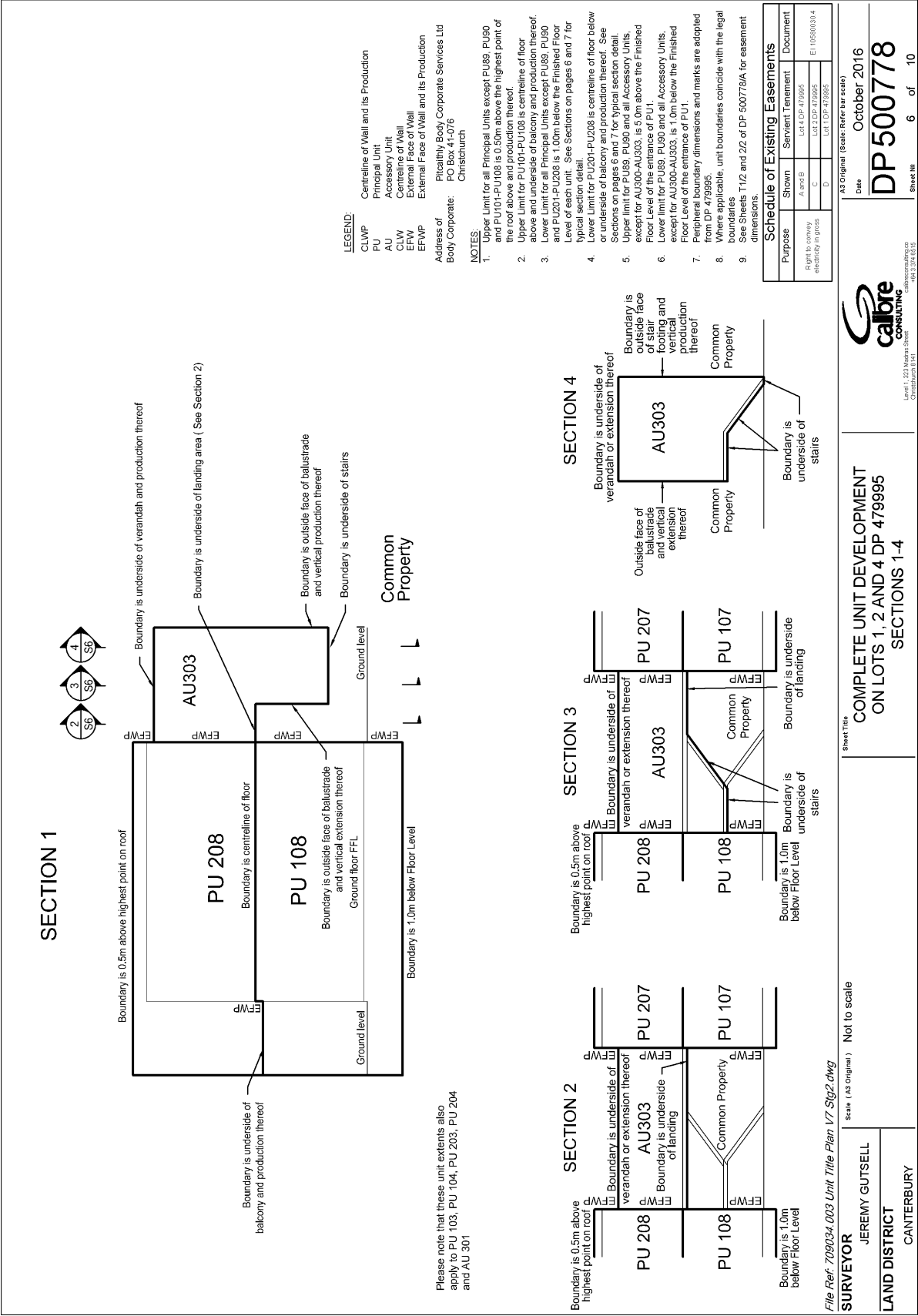


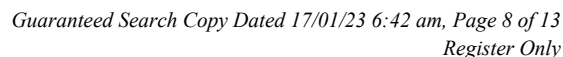


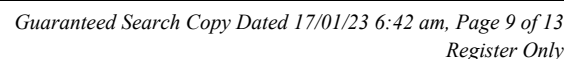


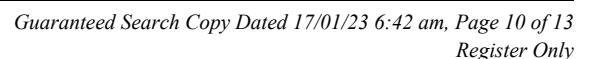


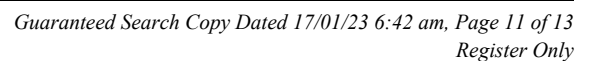














SUPPLEMENTARY RECORD SHEET UNDER UNIT TITLES ACT 2010

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

Identifier

753501Land Registration District **Canterbury**

Date Issued 30 September 2016

Plan Number DP 500778

Subdivision of

Lot 1-2, 4 Deposited Plan 479995

Prior References

670024

670025

670027

Unit Titles Issued

745792	745793	745794	745795
745796	745797	745798	745799
745800	745801	745804	745805
745806	745807	745808	745809
745810	745811	745812	745813
745814	745815	745816	745817
745818	745819	745820	745821
745822	745823	745824	745825
745826	745827	745828	745829
745830	745831	745832	745833
745834	745835	745836	745837
745838	745839	745840	745841
745842	745843	745844	745845
745846	745847	745848	745849
745850	745851	745852	745853
745854	745855	745856	745857
745858	745859	745860	745861
745862	745863	757523	757524

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.

Land Covenant in Transfer 808627 - 15.9.1970 at 2:55 pm (Limited as to Duration) (affects parts formerly Part Lot 2 DP 9230, Lot 2 DP 9482 Part Lot 22 DP 3167 and Lots 1 and 2 DP 12500)

9853357.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 6.11.2014 at 1:54 pm

Subject to a right to convey electricity (in gross) over part Lot 1 DP 479995 marked D over part Lot 2 DP 479995 marked C and over part Lot 4 DP 479995 marked A and B all on DP 500778 in favour of Orion New Zealand Limited created by Easement Instrument 10580030.4 - 30.9.2016 at 3:35 pm

10580030.8 Notice of body corporate operational rules pursuant to Section 105 Unit Titles Act 2010 - 30.9.2016 at 3:35 pm

10579258.2 Certificate of assessment of ownership interest pursuant to Section 32 Unit Titles Act 2010 - 10.10.2016 at 2:26 pm

11080262.1 Change of address of the Body Corporate 500778 - 10.4.2018 at 7:00 am



COUNCIL RATES & FEES

54/10 BUFFON STREET, WALTHAM

PREPARED BY ANDY WILLIAMS

OFFICE ROAD
REAL ESTATE

AGENT X (2021) LTD - LICENSED AGENT REAA (2008)

Rates and valuation search

Start typing the street number (not the unit number) and name in the search box to view rates and valuation details.

Tip: If you're having trouble finding a unit or flat, try the Alternative Search, or try entering the house number, street name and then unit number (e.g. 1 Main Road 34).

Property Information

Rates Details

For the Rating Year 1 July 2022 to 30 June 2023

Christchurch City Council

Description of Rates	Factor For Calculation	Value of Factor	% Rate/\$ Charge	Amount (GST incl)
General Rate: Standard	Capital Value	360,000	0.323296	\$1,163.87
Uniform Annual General Charg	Per Unit	1	145.000000	\$145.00
Water Connected	Capital Value	360,000	0.077659	\$279.57
Land Drainage	Capital Value	360,000	0.047244	\$170.08
Sewerage	Capital Value	360,000	0.091404	\$329.05
Waste Minimisation	Per Unit	1	189.500000	\$189.50
Active Travel Rate	Per Unit	1	20.000000	\$20.00
Heritage(Cathedral)	Per Unit	1	6.520000	\$6.52
Heritage Targeted Rate	Capital Value	360,000	0.000774	\$2.79
Heritage Arts Centre	Capital Value	360,000	0.000609	\$2.19
Total for Christchurch City Council				\$2,308.57

Canterbury Regional Council

Description of Rates	Factor For Calculation	Value of Factor	% Rate/\$ Charge	Amount (GST incl)
Works & Services	Capital Value	360,000	0.000362	\$1.30
WEC Class D	Capital Value	360,000	0.000515	\$1.85
General Rate	Capital Value	360,000	0.045965	\$165.47
Urban Transport:Chch	Capital Value	360,000	0.037546	\$135.17
WFPP Class A	Capital Value	360,000	0.000807	\$2.91
Rating Unit Annual Charge	Per Unit	1	46.100000	\$46.10
Air Quality	Capital Value	360,000	0.001286	\$4.63
Civil Defence UAGC	Per Unit	1	13.860000	\$13.86
GC Transport & Development	Capital Value	360,000	0.000436	\$1.57
Total for Canterbury Regional Council				\$372.86

TOTAL RATES

TOTAL RATES FOR 2022/2023 YEAR (GST inclusive) \$2,681.43

Receive your rates invoice by email

Find out more

Expand all | Collapse all

How your valuation is assessed





ADDITIONAL DOCS

54/10 BUFFON STREET, WALTHAM

PREPARED BY ANDY WILLIAMS

OFFICE ROAD
REAL ESTATE

AGENT X (2021) LTD - LICENSED AGENT REAA (2008)

**Crombie Lockwood (NZ) Limited**

Level 2, PWC Building, 60 Cashel Street West End,
Christchurch 8013

P O Box 3020, Christchurch 8140

P +64 3 335 3060 F +64 3 339 5290

www.crombielockwood.co.nz

Client Number
Broker

302- OCSWF
Peta Henderson

POLICY SCHEDULE

Material Damage Insurance

This schedule forms part of the Policy Wording. Please refer to the Policy Document for the full terms, conditions and exclusions relating to this insurance.

The Insured

Body Corporate 500778

Client No

302-OCSWF

Cover No

1786741-003-01

The Insurer

IAG New Zealand Limited

% of cover

100

Insurer Policy No

15-0239505-BCP

Period of Insurance

From 22/09/22 to 22/09/23 at 4:00pm; Local Standard Time

SCHEDULE OF PROPERTY INSURED

Location

17 Bunyan Street Waltham Christchurch

Business Activity

Body Corporate - Residential

Buildings

Reinstatement Value

\$34,810,000

Location Total

\$34,810,000

Total Sum Insured

\$34,810,000

POLICY DETAILS

Policy Wording

NZI Residential Buildings Multi Dwelling Policy Wording RBD0818

ENDORSEMENTS AND / OR CLAUSES

The Crombie Lockwood NZI Residential Buildings (Multi-Dwelling) Endorsement 08.03.2019 applies

The following exclusions apply:

- NZI Cyber Exclusion
- NZI Communicable Disease Exclusion

Please refer to your Policy Wording for full details

EXCESSES

Owner Occupied / Tenanted	\$250
Unoccupied	\$1,000
Stolen Keys	\$250
Common Property	\$500
Water Damage	\$2,500
Landslip or Subsidence	\$5,000

It is hereby noted and agreed that the Natural Disaster Excess is 5% of the Location Sum Insured with a Minimum \$2,500

INSURER RATINGS

Insurer	Cover (%)	Rating	Agency
IAG New Zealand Limited	100	AA-	S&P

The Standard & Poor's (S&P) Insurer financial strength rating scale is:

AAA	(Extremely Strong)	BBB	(Good)	CCC	(Very Weak)
AA	(Very Strong)	BB	(Marginal)	CC	(Extremely Weak)
A	(Strong)	B	(Weak)	NR	(Not Rated)
				R	(Regulatory Supervision)

Note: The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The ratings scale above is in summary form. The full version of this rating scale can be obtained from the Standard and Poor's website.

**Crombie Lockwood (NZ) Limited**

Level 2, PWC Building, 60 Cashel Street West End,
Christchurch 8013

P O Box 3020, Christchurch 8140

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www.crombielockwood.co.nz

Client Number
Broker

302- OCSWF
Peta Henderson

Business Interruption Insurance

This schedule forms part of the Policy Wording. Please refer to that wording for the full terms, conditions and exclusions relating to this insurance.

The Insured

Body Corporate 500778

Client No

302-OCSWF

Cover No

1786741-003-02

The Insurer

IAG New Zealand Limited

% of Cover

100

Insurer Policy No

15-0239505-BCP

Period of Cover

From 22/09/22 to 22/09/23 at 4:00pm; Local Standard Time

SCHEDULE OF ITEMS INSURED

Location

17 Bunyan Street Waltham, Christchurch

Business Activity

Body Corporate - Residential

Schedule of Items Insured

Gross Profit

Gross Revenue

Gross Rentals and Management Fees Receivable

Payroll - Dual Basis

Wages

Additional Increased Costs of Working

\$10,000

Severance and Redundancy Payments

Accounts Receivable

Key Money or Goodwill

Claim Preparation Costs

Redeployment Expenses

Location Sum Insured

\$10,000

Total Sum Insured

\$10,000

POLICY DETAILS

Policy Wording

NZI Residential Buildings Multi Dwelling Policy Wording RBD0818

To obtain a copy of this policy wording please visit www.crombielockwood.co.nz/policy-documents and enter the following code in the search engine BIENZI0422.

ENDORSEMENTS AND / OR CLAUSES

Nil

EXCESS / DEFERMENT PERIODS

Natural Disaster Refer to Material Damage Natural Disaster Excess

Business Interruption Deferment Periods

Deferment Period means the period for which you are not insured.

The Indemnity Period specified commences after the expiration of the relevant Deferment Period.

INSURER RATINGS

Insurer	Cover (%)	Rating	Agency
IAG New Zealand Limited	100	AA-	S&P

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AA	(Very Strong)	BB	(Marginal)	CC	(Extremely Weak)
A	(Strong)	B	(Weak)	NR	(Not Rated)
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REFERRAL REMUNERATION

We sometimes pay a share of our remuneration to others who refer you to us. Remuneration is brokerage from insurers with whom your insurance is placed and/or fee income for our services.

FAIR INSURANCE CODE 2020

If you have a personal insurance policy or are a small to medium (SME) business and your insurance policy is underwritten by a member of the Insurance Council of New Zealand (ICNZ), a new version of the Fair Insurance Code will apply from 1st April 2020.

A list of [ICNZ members](#) and a copy of the [Fair Insurance Code 2020](#) can be found at www.icnz.org.nz.

DUTY OF DISCLOSURE

The insurance cover that has been arranged for you is based on the information you provided. Because that information is material to the insurer providing your insurance, you must advise any changes or any information that could affect the insurer's acceptance of your insurance. If you don't disclose or you misrepresent any material information your insurance could be invalidated and any claim may not be paid.

While your duty of disclosure applies before you take out an insurance policy or when you renew a policy, you should also advise us of any material change or circumstance if something comes to light during the period of your insurance. Examples of such disclosures could include structural alterations to a building, un-occupancy of insured premises, the installation of new equipment; a change in business operations or many other such changes.

Your duty of disclosure is crucial in maintaining your insurance protection. If you are unsure about any aspect of it please contact us for guidance.

**Crombie Lockwood (NZ) Limited**Level 2, PWC Building, 60 Cashel Street West End,
Christchurch 8013

P O Box 3020, Christchurch 8140

P +64 3 335 3060 F +64 3 339 5290

www.crombielockwood.co.nzClient Number
Broker302- 0CSWF
Peta Henderson

POLICY SCHEDULE

Public Liability Insurance

This is the summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

The Insured

Body Corporate 500778

Client No

302-0CSWF

Cover No

1786799-003-01

The Insurer

Certain Underwriters at Lloyd's (Administered by Dual New Zealand Ltd)

% of cover

100

Insurer Policy No

NG/24423/000/22/MM

Period of Cover

From 22/09/22 to 22/09/23 at 4:00pm; Local Standard Time

DETAILS OF INSURANCE**Business Activity**

Body Corporate - Residential

Public Liability

Limit any one occurrence

\$10,000,000

Product Liability

Limit in the aggregate

\$10,000,000

Territory

New Zealand Only

Jurisdiction

New Zealand Only

POLICY DETAILS**Policy Wording**

Dual New Zealand Mind The Gap General Liability Policy Wording 02.18

Business Advice or Service	\$500,000
Defective Workmanship to Property Being Worked On	\$250,000
Goods on Hook	\$250,000
Hot Work	Indemnity Limit
Innkeepers Liability	\$250,000
Landlord's Liability	Indemnity Limit
Lost or Stolen Keys	\$500,000
Mechanical Plant	\$500,000
Machinery Service/Repair Liability	\$500,000
Panel Counsel	1hr per claim
Product Withdrawal Costs	\$250,000
Property in Care, Custody or Control	\$250,000
Punitive or Exemplary Damages	\$1,000,000

Tenant's Liability	Indemnity Limit
Underground Services	\$500,000
Vehicle and Watercraft Service/Repair Liability	\$500,000
Vibration and Removal of Support	\$500,000
Visits to Countries outside the Policy Territory	Indemnity Limit
Warrant of Fitness	\$100,000

ENDORSEMENTS AND / OR CLAUSES

Nil

DEDUCTIBLES / EXCESS

Standard	\$500
Business Advice or Service	\$1,000
Defective Workmanship to Property Being Worked On	-
- Residential	\$2,500
- Commercial	\$5,000
Goods on Hook	\$2,500
Hot Work	\$1,000
Innkeepers Liability	\$1,000
Lost or Stolen Keys	\$1,000
Mechanical Plant	\$1,000
Machinery Service/Repair Liability	\$2,500
Project Withdrawal Costs	\$5,000
Underground Services	\$5,000
Vehicle and Watercraft Service/Repair Liability	-
- Under 7.5 Ton	\$1,000
- Over 7.5 Ton	\$5,000
Vibration and Removal of Support	\$5,000
Visits to Countries outside the Policy Territory	\$1,000
Warrant of Fitness	\$1,000

INSURER RATINGS

Insurer	Cover (%)	Rating	Agency
Certain Underwriters at Lloyd's (Administered by Dual New Zealand Ltd)	100	A +	S&P

The Standard & Poor's (S&P) Insurer financial strength rating scale is:

AAA	(Extremely Strong)	BBB	(Good)	CCC	(Very Weak)
AA	(Very Strong)	BB	(Marginal)	CC	(Extremely Weak)
A	(Strong)	B	(Weak)	NR	(Not Rated)
				R	(Regulatory Supervision)

Note: The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

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Client Number
Broker

302- OCSWF
Peta Henderson

Statutory Liability Insurance

This is a summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

The Insured

Body Corporate 500778

Client No

302-OCSWF

Cover No

1786799-003-02

The Insurer

Certain Underwriters at Lloyd's (Administered by Dual New Zealand Ltd)

% of Cover

100

Insurer Policy No

NS/24423/000/22/MM

Period of Cover

From 22/09/22 to 22/09/23 at 4:00pm; Local Standard Time

DETAILS OF INSURANCE

Business Activity

Body Corporate - Residential

Limit of Indemnity

Any one Claim and in the aggregate

\$1,000,000

Defence Cost Limit of Indemnity

Any one Claim and in the aggregate

\$1,000,000

Territory

New Zealand Only

Jurisdiction

New Zealand Only

Retroactive Date

Unlimited

POLICY DETAILS

Insurer

Certain Underwriters at Lloyd's (Administered by Dual New Zealand Ltd)

Policy Wording

DUAL New Zealand Mind The Gap Statutory Liability Policy Wording 02.18

Extensions

Consolidation or Merger

Indemnity Limit

Continuous Cover

Indemnity Limit

Discovery Period

Indemnity Limit

Enforceable Undertaking

\$50,000

Official Investigation

Indemnity Limit

Panel Counsel

2hrs per claim

Progress Payment of Legal Expenses

Indemnity Limit

ENDORSEMENTS AND / OR CLAUSES

Sums Insured

Any One Claim - \$1,000,000

In The Aggregate - \$2,000,000

DEDUCTIBLES / EXCESSES

Standard	Each and every claim including costs	\$500
Consolidation or Merger		\$1,000
Continuous Cover		\$1,000
Discovery Period		\$1,000
Enforceable Undertaking		\$5,000
Official Investigation		\$1,000
Progress Payment of		\$1,000
Legal Expenses		

INSURER RATINGS

Insurer	Cover (%)	Rating	Agency
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Client Number
Broker

302- 0CSWF
Peta Henderson

Office Bearers Liability Insurance

This is a summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

The Insured

Body Corporate 500778

Client No

302-0CSWF

Cover No

1786799-003-03

The Insurer

Certain Underwriters at Lloyd's (Administered by Dual New Zealand Ltd)

% of Cover

100

Insurer Policy No

NG/24423/000/22/M

Period of Cover

From 22/09/22 to 22/09/23 at 4:00pm; Local Standard Time

DETAILS OF INSURANCE

Type of Property

Body Corporate - Residential

Limit of Indemnity

Any one Claim and in the aggregate

\$1,000,000

Territory

New Zealand Only

Jurisdiction

New Zealand Only

Retroactive Date

Unlimited

POLICY DETAILS

Policy Wording

DUAL New Zealand Mind The Gap Body Corporate Liability Wording 11.19

Extensions

Attendance at Investigations

Indemnity Limit

Civil Penalties

Indemnity Limit

Consultants, Subcontractors and Agents

Indemnity Limit

Continuous Cover

Indemnity Limit

Court Attendance Costs

\$500 Per Day

Crime

\$50,000

Defamation

Indemnity Limit

Discovery Period

Indemnity Limit

Emergency Defence Costs

Indemnity Limit

Fair Trading Act

Indemnity Limit

Fraud and Dishonesty for Innocent Parties

Indemnity Limit

Heirs, Estates and Legal Representatives

Indemnity Limit

Loss of Data	Indemnity Limit
Panel Counsel	2hrs Per Claim
Pollution Defence Costs	Indemnity Limit
Preservation of Indemnity	Indemnity Limit
Public Relations	Indemnity Limit
Exclusion 3.12 Non-compliant or Non-confirming Building Products Defence Costs	\$100,000

ENDORSEMENTS AND / OR CLAUSES

Nil

DEDUCTIBLES / EXCESSES

Standard	Each and every claim including costs	\$500
Crime		\$2,500
Non-compliant or Non-Confirming Building Products	Defence Costs	\$10,000

INSURER RATINGS

Insurer	Cover (%)	Rating	Agency
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REFERRAL REMUNERATION

We sometimes pay a share of our remuneration to others who refer you to us. Remuneration is brokerage from insurers with whom your insurance is placed and/or fee income for our services.

FAIR INSURANCE CODE 2020

If you have a personal insurance policy or are a small to medium (SME) business and your insurance policy is underwritten by a member of the Insurance Council of New Zealand (ICNZ), a new version of the Fair Insurance Code will apply from 1st April 2020.

A list of [ICNZ members](#) and a copy of the [Fair Insurance Code 2020](#) can be found at www.icnz.org.nz.

DUTY OF DISCLOSURE

The insurance cover that has been arranged for you is based on the information you provided. Because that information is material to the insurer providing your insurance, you must advise any changes or any information that could affect the insurer's acceptance of your insurance. If you don't disclose or you misrepresent any material information your insurance could be invalidated and any claim may not be paid.

While your duty of disclosure applies before you take out an insurance policy or when you renew a policy, you should also advise us of any material change or circumstance if something comes to light during the period of your insurance. Examples of such disclosures could include structural alterations to a building, un-occupancy of insured premises, the installation of new equipment; a change in business operations or many other such changes.

Your duty of disclosure is crucial in maintaining your insurance protection. If you are unsure about any aspect of it please contact us for guidance.

BODY CORPORATE NUMBER 500778 (CANTERBURY LAND REGISTRY)

St Martins Village Green, 17 Bunyan Street, Waltham, Christchurch 8023

Minutes of the Annual General Meeting of the Unit Owners of the Body Corporate (the BC) held on Wednesday, 22 March 2023 in the Boardroom 76 Moorhouse Avenue Christchurch at 4:00 PM

1 ATTENDEES

Courtney Dupont of Pitcaithly Body Corporate Services Limited ("PBCS") the Manager of the BC; Tania Smith (Owner of Unit PU32), Michelle Bayliss and Vanessa Wilson of Max Property (Proxy/Company Rep for Units PU11, PU29, PU42, PU49, PU53, PU52, PU101, PU102, PU105, PU107, PU108, PU201, PU205, PU206, PU207), Allan Clark (Owner of Unit PU34) and Monika Bratownik (Owner of Units 43) via zoom.

POSTAL VOTES

Postal votes were received from John Pitcaithly (Owner of Units PU89 and PU90)

APOLOGIES

Apologies were received from Andrew Farrow (Owner of Unit PU18)

QUORUM

The chair announced that the quorum requirements had been satisfied.

2 MEETING CHAIR

Courtney Dupont was invited to chair the meeting.

3 MINUTES

The Minutes of the Annual General Meeting held on 24/03/2022, having been circulated to all Unit Owners soon after that date were taken as read and were confirmed as a correct record of that Meeting.

IT WAS UNANIMOUSLY RESOLVED BY THOSE PRESENT AS AN ORDINARY RESOLUTION:

"THAT, the Minutes of the Annual General Meeting held on 24/03/2022, having been circulated to the Unit Owners soon after that date, be and are hereby confirmed"

4 BODY CORPORATE CHAIRPERSON

Courtney Dupont noted that no nominations had been received for the position of Chairperson and accordingly it would have to be noted that no Chairperson could be elected.

5 NOT TO FORM A BODY CORPORATE COMMITTEE

Courtney Dupont noted that a Body Corporate of 9 or fewer principal units may choose to form a body corporate committee. However a Body Corporate of 10 or more principal units must form a Body Corporate Committee unless they resolved not to as long as a 75% majority was in favour.

IT WAS THEN UNANIMOUSLY RESOLVED BY THOSE PRESENT AS A SPECIAL RESOLUTION:

"THAT, pursuant to Section 112 of the Unit Titles Act 2010 and by virtue of this Resolution, this Body Corporate has decided not to form a Body Corporate Committee"

6 ESTABLISHMENT OF BODY CORPORATE COMMITTEE

Courtney Dupont explained that as the Body Corporate had resolved not to form a Body Corporate Committee this agenda item as set out in the Notice of Meeting was redundant and was accordingly withdrawn.

7 DELEGATION OF DUTIES AND POWERS TO THE BODY CORPORATE COMMITTEE

As no Committee was formed the resolution as set out in the Notice of Annual General Meeting was redundant and was accordingly withdrawn.

8 REAPPOINTMENT OF BODY CORPORATE MANAGER

IT WAS UNANIMOUSLY RESOLVED BY THOSE PRESENT AS AN ORDINARY RESOLUTION:

"THAT, PBCS having agreed hereto, a service contract pursuant to Section 5 (1) of the Unit Titles Act 2010 and Regulation 17 (1) of the Unit Titles Regulations 2011 be entered into by the BC with PBCS as follows:

- a. PBCS is hereby appointed as the Manager of the BC until the end of the next AGM.
- b. The annual fee to be paid to PBCS is to be unchanged from the present annual fee which is \$16,947.83 (plus GST) [set in 2020] to \$18,642.61 (plus GST).
- c. The annual charge for standard disbursements (i.e. bank charges, postages, stationery, photocopying) is to be unchanged from the present annual charge which is \$1,620.00 (plus GST) [set in 2020].
- d. PBCS is to carry out the functions as set out in the Schedule of Duties attached to this Notice of Meeting.
- e. PBCS is to carry out any and all other financial, managerial and statutory functions as may be appropriate (in its opinion) if by so acting the inconvenience and cost of holding an EGM somewhat unnecessarily can be avoided.
- f. PBCS is to use all reasonable endeavours to act in good faith in carrying out its functions. Where PBCS acts reasonably to the required standard and in good faith in carrying out its functions it shall in no way be liable to the BC for any loss or damage (whether actual or prospective) suffered by the BC in respect of its business or affairs provided that loss or damage does not arise from negligence, wilful default or wilful omission of PBCS, its employees or agents.
- g. PBCS is authorised at all times to act solely as the agent for the BC in carrying out its functions. Accordingly, the BC indemnifies PBCS in respect of all costs, damages, losses and expenses suffered by PBCS as a result of carrying out its functions unless such costs, damages, losses or expenses arise from gross misconduct or negligence by PBCS.
- h. PBCS is authorised to operate an account designated specifically for this BC within the banking account of the "Pitcaithly Body Corporate Services Ltd Trust Account" held with Westpac New Zealand Limited for the purpose of the receiving and disbursing of all of the monies belonging to the BC.
- i. PBCS is authorised to deduct amounts from time to time from the funds of the BC and pay the same to PBCS in respect of previously authorised managerial fees and disbursements charges
- j. PBCS will be entitled, should its appointment be terminated prior to the next AGM in respect of any financial year, to deduct from the funds of the BC and pay the same to PBCS in respect of the previously authorised managerial fee and disbursements charge relating to that financial year, the lesser of half of the totals thereof or the remaining amounts of them not already deducted and paid as at the date of PBCS being notified of the termination.

AND THAT this resolution including any amendments (when passed) is to be regarded for all purposes as the only written form of the contract which is the subject of this resolution"

9 REVIEW LONG TERM MAINTENANCE PLAN FUNDING

FYE 2021/2022 it was agreed by those present that the levies for LTM fund was set to raise \$50,000.00 instead of \$70,000.00 annually that was proposed by Plan Heaven.

A discussion was held and it was agreed by all present to increase the levy by another \$10,000.00.

To consider, and if thought fit, to pass (with or without amendment) the following as an Ordinary Resolution:

"THAT, the Long Term Maintenance Levies Funding to be set at \$60,000.00 AND THAT, the Levies Funding is hereby adopted"

Please note:

Recent amendments to the Unit Titles Act (UTA) and associated Regulations introduced special provisions for large Unit Title Developments. A large development is defined as one with 10 or more Principal Units. Under S157C large developments are required to maintain a 30-year LTMP and unless decided by special resolution, they must be prepared in consultation with a suitably qualified professional. These changes come into effect on 9 May 2024.

10 HEALTH AND SAFETY PLAN

A Body Corporate is considered a Person Conducting a Business or Undertaking (PCBU) under the Health and Safety at Work Act 2015. The officers of the PCBU i.e. BC Chair and Committee Members must exercise diligence to ensure the PCBU complies with its duties and obligations in the act.

A PCBU has a primary duty of care to ensure, so far as is reasonably practicable, the health and safety of workers and that of other persons is not put at risk from matters under its influence or control.

A Health and Safety Plan documents how the body corporate is satisfying its duties and obligations, including identifying and managing hazards on the property.

Owners held a discussion and do not want to proceed with a plan at this stage. PBCS strongly recommends that a Health & Safety Plan be put in place.

11 FINANCIAL STATEMENTS

Courtney Dupont reviewed the Financial Statements for the year ended 31/01/2023 and the suggested Budgets for the year ending 31/01/2024.

Please note:

- The Operating Account budget item 190800 Common Property Electricity is increasing to better reflect the annual expenditure.
- The Operating Account budget item 458100 Distributions to Unit Owners is for the remaining owners to receive their EQC Interior repairs settlement.
- The Operating Account budget item 190000 Fire Evacuation Scheme/Drills is a provision for the preparation and implementation of a fire evacuation scheme for units 1-16 which is a compliance requirement. Fire evacuation drills would then be required at regular intervals going forward.
- The Operating Account budget item 179000 Grounds Maintenance Lawns & Gardening Contractor/s unchanged.
- The Operating Account budget item 179208 Grounds Maintenance Moss Treatment provides for spraying of Moss at the common property driveways and paths.
- The Operating Account budget item 159200 Insurance premium is a best estimate based on current insurance premium.
- The Operating Account budget item 170400 Maint Bld - Light Fittings allow for Emergency Lighting to be replaced due to water damage.
- The Operating Account budget item 167200 R&M Building/s General repairs is increasing to allow repairs to be undertaken if deemed necessary.
- The Operating Account budget item 159407 R&M Building/s Roof Inspections/Roof Washing/Gutter Cleaning decreases to better reflect the expenditure. It allows for Gutter to be cleaned and a roof inspection.
- The Operating Account budget item 174900 R&M Building/s Stormwater Systems unchanged. It allows for routine

- monitoring of the Stormwater detention tanks and their clearance when required.
- The Operating Account budget item 190600 Rubbish Removal increases to allow contractor to empty wheelie bins.
- The Long Term Maintenance (LTM) Fund budget item 251600 Consultants Fees LTMF is for annual subscription fee for LTM.
- The Long Term Maintenance (LTM) Fund budget item 259409 Contingencies is provision for door painting and maintaining/replacing of downpipes and holding tank.

IT WAS THEN UNANIMOUSLY RESOLVED BY THOSE PRESENT AS AN ORDINARY RESOLUTION:

"THAT, the Financial Statements of the Body Corporate for the year ended 31/01/2023 and the Budgets for the year ending 31/01/2024 as circulated with this Notice of Meeting, be and are hereby adopted."

12 LEVIES

Courtney Dupont explained that as per the budgets that had just been reviewed there was a levy increase this year and that this was mainly attributed to increasing the long term maintenance fund levies.

IT WAS UNANIMOUSLY RESOLVED BY THOSE PRESENT AS AN ORDINARY RESOLUTION:

"THAT, an Operating Account Levy at an annual rate of \$18.6021 per Utility Interest (i.e. \$186,000.00) plus a Long Term Maintenance Fund Levy at an annual rate of \$6.000 per Utility Interest (i.e. \$60,000.00), respectively, be made forthwith in the proportions of the Unit Owners' Utility Interests covering the 12 months ending 31 July 2024 such Levies:

- (a) to provide sufficient funds to enable the budgeted expenditure to be met
- (b) to be payable in equal instalments as follows:
2nd Instalment 2023/2024 (period 01.08.23 to 31.01.24) last day for payment (31.10.23)
1st Instalment 2024/2025 (period 01.02.24 to 31.07.24) last day for payment (30.04.24)
- (c) to be subject to interest of ten per cent (10%) per annum (calculated on a daily basis) if not paid by the stated last date for payment
- (d) to be payable to Pitcaithly Body Corporate Services Ltd Trust Account or by such other means of payment as may be notified."

13 AUDIT

IT WAS UNANIMOUSLY RESOLVED BY THOSE PRESENT AS A SPECIAL RESOLUTION:

"THAT, pursuant to Section 132 (8) of the Unit Titles Act 2010 and by virtue of this Resolution, this Body Corporate has decided not to have its Financial Statements audited or reviewed by and auditor or an accountant or to be subjected to specific verification procedures in respect of the year ending 31/01/2024."

14 GENERAL BUSINESS

- Waste Bins - It was agreed that PBCS would see if the council bin allocation has increased.
- Letterboxes - It was agreed to replace the 4 missing faceplates and replace all locks with the new lock design offered from Box Design. It was agreed the Body Corporate would fund these repairs but no further repairs. A discussion was held on moving the Buffon Street letterboxes so that they are behind the gate, it was agreed this would be looked at.
- '10' signage on Buffon Street is hard to read for deliveries, it was agreed PBCS would look at a different placement.
- Downpipes - A quote was presented by PBCS to replace the downpipes that leak, it was agreed to see if the contractor make a repair rather than a replacement. It was agreed that if a replacement is needed, the downpipes need to be the same colour as the existing downpipes.
- Door Painting - It was agreed to proceed with the dual key units front door painting. These doors are a different make from the other units doors and have weathered worse.

15 SET DATE, TIME AND VENUE FOR NEXT YEAR'S AGM

It was agreed that the next Annual General Meeting of the Body Corporate would be held on Wednesday 20th March 2024 at 4.00PM in the boardroom of Pitcaithly Body Corporate Services, 76 Moorhouse Avenue, Addington, Christchurch.

The Meeting concluded at 4:55 PM and the Chair thanked those present for their attendance.

These minutes were confirmed by an Ordinary Resolution of the Unit Owners at the Annual General Meeting held on the _____ day of _____ 2023.

Meeting Chair

Date _____

Approved Budget to apply from 01/02/2023

Body Corporate Number 500778

St Martins Village Green, 17 Bunyan Street, Waltham,
Christchurch 8023

		Operating Account		
		Approved budget	Actual 01/02/2022-31/01/2023	Previous budget
Revenue				
142000	Insurance Claims Received	0.00	428.05	0.00
142500	Interest on Arrears of Levies	0.00	164.80	0.00
143000	Levies Invoiced Normal	188,000.00	165,999.82	166,000.00
<i>Total revenue</i>		188,000.00	166,592.67	166,000.00
Less expenses				
190800	Common Property Electricity	1,250.00	1,208.72	1,150.00
151601	Consultants Fees LTM Plan Prepn & Updates	0.00	3,082.00	2,760.00
458100	Distributions to Unit Owners	22,512.90	0.00	22,512.90
190000	Fire Evacuation Scheme/Drills	1,667.50	0.00	1,667.50
150400	General Expenses & Secretarial Disbursements	1,863.00	1,863.00	1,863.00
179000	Grounds Maintenance Lawns & Gardening Contractor/s	26,000.00	23,562.72	26,000.00
179208	Grounds Maintenance Moss Treatment	500.00	109.25	1,070.00
159100	Insurance Premium	94,460.39	80,735.38	81,200.00
159200	Insurance Valuation Fees	3,880.00	3,605.25	3,525.00
168600	LINZ Fees/Lodgements	0.00	0.00	176.00
170400	Maint Bldg--Light Fittings	4,500.00	0.00	0.00
167200	R&M Building/s General Repairs	12,000.00	11,384.87	10,000.00
165801	R&M Building/s Building Warrant of Fitness Costs	1,300.00	884.01	1,300.00
159407	R&M Building/s Roof Inspections/Roof Washing/Gutter Cleaning	3,000.00	1,495.00	4,000.00
174900	R&M Building/s Stormwater Systems	1,250.00	1,076.00	1,250.00
176400	R&M Building/s Wash	11,600.00	10,798.50	11,025.00
176800	R&M Contingencies	2,025.00	1,564.00	2,025.00
190600	Rubbish Removal	12,800.00	11,790.12	5,000.00
154000	Secretarial Fee - Normal Work	21,439.00	19,639.92	19,490.00
156400	Security Costs	750.00	0.00	750.00
<i>Total expenses</i>		222,797.79	172,798.74	196,764.40
Surplus/Deficit		(34,797.79)	(6,206.07)	(30,764.40)
Opening balance		37,121.73	43,327.80	43,327.80
Closing balance		\$2,323.94	\$37,121.73	\$12,563.40

Body Corporate Number 500778		St Martins Village Green, 17 Bunyan Street, Waltham, Christchurch 8023
Total units of entitlement	9999	9999
Levy contribution per unit entitlement	\$18.80	\$16.60

Long Term Maintenance Fund

	Approved budget	Actual	Previous budget
	01/02/2022-31/01/2023		

Revenue

242500	Interest on Arrears of Normal Levies	0.00	54.80	0.00
242600	Interest on Term Deposits LTMF	0.00	1,868.51	500.00
243000	Levies Invoiced Normal LTMF	60,000.00	49,999.94	50,000.00
242800	Tax Refunds	0.00	316.23	0.00
<i>Total revenue</i>		60,000.00	52,239.48	50,500.00

Less expenses

251600	Consultants Fees LTMF	271.00	0.00	0.00
259409	Contingencies	30,000.00	0.00	0.00
<i>Total expenses</i>		30,271.00	0.00	0.00

Surplus/Deficit

		29,729.00	52,239.48	50,500.00
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Opening balance

		187,921.01	135,681.53	135,681.53
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Closing balance

		\$217,650.01	\$187,921.01	\$186,181.53
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Total units of entitlement		9999		9999
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Levy contribution per unit entitlement		\$6.00		\$5.00
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Body Corporate No 500778

St Martins Village Green, 17 Bunyan Street, Waltham, Christchurch 8023

Levy Schedule for the 12 months ending 31 July 2024

Approximate levy instalments that would apply to each unit if the proposed levies are accepted at the Annual General Meeting.

2nd Instalment 2023/2024 (period 01.08.23 to 31.01.24) last day for payment 31.10.2023

Lot	Unit	Ownership Interest	Operating Account	LTM Fund	Total
1	17(PU1)	159.61	\$1,484.55	\$558.70	2,043.25
2	18(PU2)	159.61	\$1,484.55	\$558.70	2,043.25
3	19(PU3)	159.61	\$1,484.55	\$558.70	2,043.25
4	20(PU4)	159.61	\$1,484.55	\$558.70	2,043.25
5	21(PU5)	159.61	\$1,484.55	\$558.70	2,043.25
6	34(PU6)	161.29	\$1,500.17	\$564.58	2,064.75
7	33(PU7)	159.61	\$1,484.55	\$558.70	2,043.25
8	32(PU8)	159.61	\$1,484.55	\$558.70	2,043.25
9	31(PU9)	157.93	\$1,468.92	\$552.82	2,021.74
10	30(PU10)	159.61	\$1,484.55	\$558.70	2,043.25
11	27(PU13)	131.72	\$1,225.14	\$461.07	1,686.21
12	26(PU14)	134.41	\$1,250.16	\$470.49	1,720.65
13	25(PU15)	134.41	\$1,250.16	\$470.49	1,720.65
14	24(PU16)	131.72	\$1,225.14	\$461.07	1,686.21
15	23(PU17)	131.72	\$1,225.14	\$461.07	1,686.21
16	22(PU18)	137.77	\$1,281.41	\$482.25	1,763.66
17	1(PU101)	137.10	\$1,275.18	\$479.91	1,755.09
18	2(PU102)	137.77	\$1,281.41	\$482.25	1,763.66
19	3(PU103)	136.09	\$1,265.79	\$476.37	1,742.16
20	4(PU104)	137.10	\$1,275.18	\$479.91	1,755.09
21	5(PU105)	139.45	\$1,297.04	\$488.13	1,785.17
22	6(PU106)	137.77	\$1,281.41	\$482.25	1,763.66
23	7(PU107)	137.77	\$1,281.41	\$482.25	1,763.66
24	8(PU108)	137.10	\$1,275.18	\$479.91	1,755.09
25	9(PU201)	137.10	\$1,275.18	\$479.91	1,755.09
26	10(PU202)	137.77	\$1,281.41	\$482.25	1,763.66
27	11(PU203)	137.77	\$1,281.41	\$482.25	1,763.66
28	12(PU204)	137.77	\$1,281.41	\$482.25	1,763.66
29	13(PU205)	137.77	\$1,281.41	\$482.25	1,763.66
30	14(PU206)	137.77	\$1,281.41	\$482.25	1,763.66
31	15(PU207)	137.77	\$1,281.41	\$482.25	1,763.66
32	16(PU208)	137.77	\$1,281.41	\$482.25	1,763.66
33	Private Car Park	3.36	\$31.25	\$11.76	43.01
34	Private Car Park	3.36	\$31.25	\$11.76	43.01
35	29(PU11)	136.09	\$1,265.79	\$476.37	1,742.16
36	28(PU12)	131.72	\$1,225.14	\$461.07	1,686.21
37	35(PU19)	160.28	\$1,490.78	\$561.05	2,051.82
38	36(PU20)	159.61	\$1,484.55	\$558.70	2,043.25
39	37(PU21)	159.61	\$1,484.55	\$558.70	2,043.25
40	38(PU22)	159.61	\$1,484.55	\$558.70	2,043.25
41	39(PU23)	160.28	\$1,490.78	\$561.05	2,051.82
42	40(PU24)	136.09	\$1,265.79	\$476.37	1,742.16
43	41(PU25)	132.73	\$1,234.53	\$464.61	1,699.14
44	42(PU26)	132.73	\$1,234.53	\$464.61	1,699.14
45	43(PU27)	134.41	\$1,250.16	\$470.49	1,720.65
46	44(PU28)	134.41	\$1,250.16	\$470.49	1,720.65
47	45(PU29)	132.73	\$1,234.53	\$464.61	1,699.14
48	46(PU30)	132.73	\$1,234.53	\$464.61	1,699.14
49	47(PU31)	134.41	\$1,250.16	\$470.49	1,720.65

Lot	Unit	Ownership Interest	Operating Account	LTM Fund	Total
50	48(PU32)	136.09	\$1,265.79	\$476.37	1,742.16
51	49(PU33)	134.41	\$1,250.16	\$470.49	1,720.65
52	50(PU34)	134.41	\$1,250.16	\$470.49	1,720.65
53	51(PU35)	136.09	\$1,265.79	\$476.37	1,742.16
54	52(PU36)	136.09	\$1,265.79	\$476.37	1,742.16
55	53(PU37)	134.41	\$1,250.16	\$470.49	1,720.65
56	54(PU38)	134.41	\$1,250.16	\$470.49	1,720.65
57	55(PU39)	134.41	\$1,250.16	\$470.49	1,720.65
58	56(PU40)	134.41	\$1,250.16	\$470.49	1,720.65
59	57(PU41)	137.77	\$1,281.41	\$482.25	1,763.66
60	58(PU42)	136.09	\$1,265.79	\$476.37	1,742.16
61	59(PU43)	135.08	\$1,256.39	\$472.84	1,729.23
62	60(PU44)	135.08	\$1,256.39	\$472.84	1,729.23
63	61(PU45)	136.09	\$1,265.79	\$476.37	1,742.16
64	62(PU46)	136.09	\$1,265.79	\$476.37	1,742.16
65	63(PU47)	135.08	\$1,256.39	\$472.84	1,729.23
66	64(PU48)	135.08	\$1,256.39	\$472.84	1,729.23
67	65(PU49)	137.77	\$1,281.41	\$482.25	1,763.66
68	70(PU50)	164.65	\$1,531.42	\$576.34	2,107.77
69	69(PU51)	162.09	\$1,507.61	\$567.38	2,074.99
70	68(PU52)	162.97	\$1,515.80	\$570.46	2,086.26
71	67(PU53)	162.97	\$1,515.80	\$570.46	2,086.26
72	66(PU54)	163.64	\$1,522.03	\$572.81	2,094.84
		9,998.83	\$93,000.00	\$35,000.00	\$128,000.00

1st Instalment 2024/2025 (period 01.02.24 to 31.07.24) last day for payment 30.04.2024

Lot	Unit	Ownership Interest	Operating Account	LTM Fund	Total
1	17(PU1)	159.61	\$1,484.55	\$478.89	1,963.43
2	18(PU2)	159.61	\$1,484.55	\$478.89	1,963.43
3	19(PU3)	159.61	\$1,484.55	\$478.89	1,963.43
4	20(PU4)	159.61	\$1,484.55	\$478.89	1,963.43
5	21(PU5)	159.61	\$1,484.55	\$478.89	1,963.43
6	34(PU6)	161.29	\$1,500.17	\$483.93	1,984.10
7	33(PU7)	159.61	\$1,484.55	\$478.89	1,963.43
8	32(PU8)	159.61	\$1,484.55	\$478.89	1,963.43
9	31(PU9)	157.93	\$1,468.92	\$473.85	1,942.77
10	30(PU10)	159.61	\$1,484.55	\$478.89	1,963.43
11	27(PU13)	131.72	\$1,225.14	\$395.21	1,620.35
12	26(PU14)	134.41	\$1,250.16	\$403.28	1,653.44
13	25(PU15)	134.41	\$1,250.16	\$403.28	1,653.44
14	24(PU16)	131.72	\$1,225.14	\$395.21	1,620.35
15	23(PU17)	131.72	\$1,225.14	\$395.21	1,620.35
16	22(PU18)	137.77	\$1,281.41	\$413.36	1,694.77
17	1(PU101)	137.10	\$1,275.18	\$411.35	1,686.53
18	2(PU102)	137.77	\$1,281.41	\$413.36	1,694.77
19	3(PU103)	136.09	\$1,265.79	\$408.32	1,674.10
20	4(PU104)	137.10	\$1,275.18	\$411.35	1,686.53
21	5(PU105)	139.45	\$1,297.04	\$418.40	1,715.44
22	6(PU106)	137.77	\$1,281.41	\$413.36	1,694.77
23	7(PU107)	137.77	\$1,281.41	\$413.36	1,694.77
24	8(PU108)	137.10	\$1,275.18	\$411.35	1,686.53
25	9(PU201)	137.10	\$1,275.18	\$411.35	1,686.53
26	10(PU202)	137.77	\$1,281.41	\$413.36	1,694.77
27	11(PU203)	137.77	\$1,281.41	\$413.36	1,694.77
28	12(PU204)	137.77	\$1,281.41	\$413.36	1,694.77
29	13(PU205)	137.77	\$1,281.41	\$413.36	1,694.77
30	14(PU206)	137.77	\$1,281.41	\$413.36	1,694.77
31	15(PU207)	137.77	\$1,281.41	\$413.36	1,694.77
32	16(PU208)	137.77	\$1,281.41	\$413.36	1,694.77
33	Private Car Park	3.36	\$31.25	\$10.08	41.33
34	Private Car Park	3.36	\$31.25	\$10.08	41.33
35	29(PU11)	136.09	\$1,265.79	\$408.32	1,674.10
36	28(PU12)	131.72	\$1,225.14	\$395.21	1,620.35

Lot	Unit	Ownership Interest	Operating Account	LTM Fund	Total
37	35(PU19)	160.28	\$1,490.78	\$480.90	1,971.67
38	36(PU20)	159.61	\$1,484.55	\$478.89	1,963.43
39	37(PU21)	159.61	\$1,484.55	\$478.89	1,963.43
40	38(PU22)	159.61	\$1,484.55	\$478.89	1,963.43
41	39(PU23)	160.28	\$1,490.78	\$480.90	1,971.67
42	40(PU24)	136.09	\$1,265.79	\$408.32	1,674.10
43	41(PU25)	132.73	\$1,234.53	\$398.24	1,632.77
44	42(PU26)	132.73	\$1,234.53	\$398.24	1,632.77
45	43(PU27)	134.41	\$1,250.16	\$403.28	1,653.44
46	44(PU28)	134.41	\$1,250.16	\$403.28	1,653.44
47	45(PU29)	132.73	\$1,234.53	\$398.24	1,632.77
48	46(PU30)	132.73	\$1,234.53	\$398.24	1,632.77
49	47(PU31)	134.41	\$1,250.16	\$403.28	1,653.44
50	48(PU32)	136.09	\$1,265.79	\$408.32	1,674.10
51	49(PU33)	134.41	\$1,250.16	\$403.28	1,653.44
52	50(PU34)	134.41	\$1,250.16	\$403.28	1,653.44
53	51(PU35)	136.09	\$1,265.79	\$408.32	1,674.10
54	52(PU36)	136.09	\$1,265.79	\$408.32	1,674.10
55	53(PU37)	134.41	\$1,250.16	\$403.28	1,653.44
56	54(PU38)	134.41	\$1,250.16	\$403.28	1,653.44
57	55(PU39)	134.41	\$1,250.16	\$403.28	1,653.44
58	56(PU40)	134.41	\$1,250.16	\$403.28	1,653.44
59	57(PU41)	137.77	\$1,281.41	\$413.36	1,694.77
60	58(PU42)	136.09	\$1,265.79	\$408.32	1,674.10
61	59(PU43)	135.08	\$1,256.39	\$405.29	1,661.68
62	60(PU44)	135.08	\$1,256.39	\$405.29	1,661.68
63	61(PU45)	136.09	\$1,265.79	\$408.32	1,674.10
64	62(PU46)	136.09	\$1,265.79	\$408.32	1,674.10
65	63(PU47)	135.08	\$1,256.39	\$405.29	1,661.68
66	64(PU48)	135.08	\$1,256.39	\$405.29	1,661.68
67	65(PU49)	137.77	\$1,281.41	\$413.36	1,694.77
68	70(PU50)	164.65	\$1,531.42	\$494.01	2,025.43
69	69(PU51)	162.09	\$1,507.61	\$486.33	1,993.94
70	68(PU52)	162.97	\$1,515.80	\$488.97	2,004.77
71	67(PU53)	162.97	\$1,515.80	\$488.97	2,004.77
72	66(PU54)	163.64	\$1,522.03	\$490.98	2,013.01
		9,998.83	\$93,000.00	\$30,000.00	\$123,000.00

11th January 2023

Ryder Investment Enterprises Limited
C/- PTA Ward
16B Harbour Drive
Otumoetai, Tauranga 3110
Via Email: paul_ward@xtra.co.nz

To Paul,

BODY CORPORATE NO. 500778 (CANTERBURY LAND REGISTRY) – UNIT 54 (LOT 56) (PU38)

In connection with your forthcoming sale of the above-mentioned unit, we enclose herewith:


- (a) a Pre-Contract Disclosure Statement in conformity with Regulation 33 of the Unit Titles Regulations 2011.
- (b) An account for our fee for the preparation of the foregoing statement - please make payment of our fee to our general account 030802 0539729 00 (it is important to indicate our Invoice Number) separately from any Body Corporate Levies that you may be also paying at that time. Body Corporate Levies should always be paid into our trust account 030802 0539729 02 (also with an indication of the Levy Account Invoice Number).

AFTER THE UNIT IS SOLD PLEASE ADVISE YOUR SOLICITOR THAT WE MUST RECEIVE A COPY OF THE NOTICE OF SALE SO THAT WE MAY QUICKLY BE ABLE TO REGISTER THE NEW OWNER INTO THE REGISTER OF UNIT OWNERS

Until this is done, you will continue to receive Body Corporate Levy Contribution Accounts and you may be held liable for payment of them.

Thank you for your instructions in this matter.

Yours faithfully



Courtney Dupont

BODY CORPORATE NO. 500778

Unit Titles Regulations 2011 (Schedule 2 - Forms)

Form 18 (Pre-contract Disclosure Statement) - Section 146(1), Unit Titles Act 2010

Unit Plan: DP 500778
Body Corporate Number: 500778
Unit Number: UNIT 54 (LOT 56) (PU38)

Pre-contract Disclosure Statement

- 1 This pre-contract disclosure statement is provided to prospective buyers of the property in accordance with section 146(1) of the Unit Titles Act 2010.

General Information

- 2 *The following section contains a brief explanation of important matters relevant to the purchase of a unit in a unit title development. You should read and understand the information contained in this section and this statement before signing a contract to buy a unit in a unit title development. Further information on buying, selling a unit and living in a unit title development can be obtained by:*

- *reading the publication "A quick guide to unit title developments", which is available on the Department of Building and Housing's website: www.dbh.govt.nz/unit-titles*
- *contacting the Department of Building and Housing contact centre can answer questions on unit titles: 0800 UNIT TITLES*

You are strongly advised to obtain independent legal advice regarding any questions or concerns you have about purchasing a unit or your prospective rights and obligations as a member of a body corporate.

Unit title property ownership. Unit titles are a common form of multi-unit property ownership. They allow owners to privately own an area of land or part of a building and share common property with other unit owners. Unit title developments may also be structured in varied ways including staged unit title developments and layered unit title developments.

This combination of individual and shared ownership of land and buildings, often in an intensive built environment, means owning a unit title involves a different set of rights and responsibilities than traditional house and land ownership.

Unit title developments have a body corporate management structure to ensure decisions affecting the development can be made jointly by the unit owners. The creation and management of unit title developments is governed by the Unit Titles Act 2010 and supporting regulations.

Unit plan. Every unit title development has a unit plan, which shows the location of the principal units as well as any accessory units and common property in the development. The unit plan is the formal record of all of the boundaries of the units, and the common property.

Ownership and utility interests. Each unit is allocated an ownership interest and a utility interest and such interests are relevant to the determination of many of the unit owner's rights and responsibilities under the Unit Titles Act 2010.

Ownership interest is a number that reflects the relative value of each unit to the other units in the development, and is used to determine a range of matters including the unit owners' beneficial share in the common property, and share in the underlying land if the unit plan is cancelled.

By default, the utility interest of a unit is the same as the ownership interest (unless it is otherwise specified on the deposit of the unit plan or subsequently changed), and is used to calculate how much each owner contributes to the operational costs of the body corporate.

Body corporate operational rules. The body corporate for a unit title development can make its own operational rules on the use of the development, and governance of the body corporate. These operational rules are subject to the provisions of the Unit Titles Act 2010 and regulations made under that Act.

All unit owners, occupiers, tenants and the body corporate must follow the body corporate operational rules that apply to their unit title development.

Transitional provisions for unit title developments created before the Unit Titles Act 2010 came into effect on 20 June 2011 apply to the body corporate rules in place at that time.

Pre-settlement disclosure statement. Before settlement of the sale of a unit, the seller must provide a pre-settlement disclosure statement to the purchaser, which includes information on:

- the unit number and body corporate number
- the amount of the contribution levied by the body corporate for that unit
- the period covered by the contribution
- how the levy is to be paid
- the date on or before which the levy must be paid
- whether any amount of the levy is currently unpaid and, if so, how much
- whether legal proceedings have commenced in respect of any unpaid levy
- whether any metered charges (e.g. for water) are unpaid and, if so, how much
- whether any costs relating to repairs to building elements or infrastructure contained in the unit are unpaid and, if so, how much
- the rate of interest accruing on any unpaid amounts
- whether there are any legal proceedings pending against the body corporate
- whether there have been any changes to the body corporate rules.

There are legal consequences on the seller for failing to provide the pre-settlement disclosure in the timeframes required by the Unit Titles Act 2010 including delay of settlement and cancellation of the contract.

Additional disclosure statement. The buyer of a unit can request an additional disclosure statement at any time before whichever of these dates occurs first:

- the close of the fifth working day after they enter into the sale and purchase agreement
- the close of the tenth working day before settlement of the unit.

The seller has five working days to provide the additional disclosure statement.

The additional disclosure statement contains more information about the unit title development and the operation of the body corporate. It must include:

- contact details of the body corporate and committee (if there is one)
- the balance of every fund or bank account held by the body corporate at the date of the last financial statement
- amounts due to be paid by the body corporate
- details of regular expenses that are incurred once a year
- amounts owed to the body corporate
- details of every current insurance policy held by the body corporate
- details of every current contract entered into by the body corporate
- information about any lease of the underlying land (if the development is leasehold)

- the text of motions voted on at the last general meeting, and whether those motions were passed
- any changes to the default body corporate operational rules
- a summary of the long-term maintenance plan.

The seller may require the buyer to meet the reasonable cost of providing the additional disclosure statement. An estimate of that cost is set out in paragraph 9 below.

There are legal consequences on the seller for failing to provide the additional disclosure in the timeframes required by the Unit Titles Act 2010 including delay of settlement and cancellation of the contract.

Computer register. Previously known as a certificate of title, for a unit title development this document records the ownership of a unit, contains a legal description of the unit boundaries and records any legal interest which is registered against the title to the unit (for example a mortgage or easement). A copy of the computer register for a unit should come with:

- the unit plan attached. Unit title plans were discussed earlier in this section.
- a supplementary record sheet attached. A supplementary record sheet records the ownership of the common property, any legal interests registered against the common property or base land, and other information such as the address for service of the body corporate and the body corporate operational rules.

The common property in a unit title development does not have a computer register.

Land Information Memorandum. A land information memorandum (LIM) is a report which provides information held by the local council about a particular property. You must order and pay for a LIM from the applicable local council. Delivery times vary between councils. The information contained in a LIM will vary between councils, but is likely to include details on:

- rates information
- information on private and public stormwater and sewerage drains
- any consents, notices, orders or requisitions affecting the land or buildings
- District Plan classifications that relate to the land or buildings
- any special feature of the land the local council knows about including the downhill movement, gradual sinking or wearing away of any land, the falling of rock or earth, flooding of any type and possible contamination or hazardous substances
- any other information the local council deems relevant

Full details of what a local council is obliged to provide in a LIM is contained in section 44A of the Local Government Official Information and Meetings Act 1987.

Easements and covenants. An easement is a right given to a landowner over another person's property (for example, a right of way, or right to drain water). A land covenant is an obligation contained in a deed between two parties, usually relating to the use of one or both properties (for example a covenant to restrict one party using their property in a certain way).

Easements or covenants may apply to:

- a unit and are usually recorded on the computer register for that unit.
- common property and will be recorded on the supplementary record sheet for the unit title development.

3 Further information about the matters set out above can be obtained from:

Unit title property ownership

Department of Building and Housing
www.dbh.govt.nz/unit-titles
 0800 UNIT TITLES (0800 864 884)

Unit plan / Ownership and utility interests /
Computer register / Easements and covenants

Land Information New Zealand
www.linz.govt.nz
0800 ONLINE (0800 665 463)

Body corporate operational rules /
Pre-settlement disclosure statement /
Additional disclosure statement

Body Corporate No. 500778
C/o Pitcaithly Body Corporate Services
P O Box 41-076, Christchurch 8247
info@pbcs.co.nz

Land Information Memorandum

Your local council

For detailed information on any of the above matters relating to your specific circumstances, the Department of Building and Housing recommends you obtain independent legal advice from your lawyer.

Information about the Unit

- 4 The amounts of the contributions levied by the body corporate under section 121 of the Unit Titles Act 2010 in respect of the unit are as follows
 - Amount of Operating Account Levy Contribution: \$1,277.04
 - Amount of Long-Term Maintenance Fund Levy Contribution: \$470.49
- 5 The period covered by the above contributions is from 01/08/22 to 31/01/23.
- 6 The amount that the body corporate proposes to levy under section 121 of the Act for the 12 months commencing 1/08/22 will be at an annual total amount of \$3,360.63 subject to interest of ten per cent (10%) in each and every case if not paid by the stated last date for payment.
- 7 Details of maintenance that the Body Corporate proposes to carry out on this unit title development in the next year are, in general terms, to maintain, control, upkeep and repair as required or pursuant to any preventative maintenance arrangements in place, all common property systems for which there is currently an annual budget in the amount of \$60,370.00. The Body Corporate proposes to meet the cost of that maintenance from its Operating Account.

In addition, Long Term Maintenance projects are planned to be carried out in the current financial year for which the budget amounts to nil. The Body Corporate proposes to meet the cost of those projects from its Long-Term Maintenance Fund.

- 8 The body corporate has the following accounts:
 - Always, an account to hold its day to day operating monies kept separately and specifically for it within the Pitcaithly Body Corporate Services Limited Trust Account held at Westpac Banking Corporation's Canterbury Centre Sub-Branch, Christchurch. The balance of this account as appearing in the Body Corporate's most recently produced Financial Statements was \$52,889.11.
 - When there are surplus monies not thought to be required to be spent within the following 12 months, Term Deposit Accounts are established and held in the name of the Body Corporate through the Multiple Deposit Scheme for Pitcaithly Body Corporate Services Limited's Body Corporate Clients held at Westpac Banking Corporation's Canterbury Centre Sub-Branch, Christchurch. The total deposits as appearing in the Body Corporate's most recently produced Financial Statements was \$131,996.02.

The Unit Owners' Funds as appearing in the Body Corporate's most recently produced Financial Statements were:

- Operating Account Fund: \$43,327.80
- Long Term Maintenance Fund \$135,681.53

- 9 Under section 148 of the Unit Titles Act 2010, a buyer may request an additional disclosure statement before the settlement of an agreement for sale and purchase of a unit. The buyer must pay to the seller all reasonable costs incurred by the seller in providing the additional disclosure statement. The estimated cost of providing an additional disclosure statement is \$400.00 (plus GST)
- 10 The unit or the common property is not currently, and has never been, the subject of a claim under the Weathertight Homes Resolution Services Act 2006 or any other civil proceedings relating to water penetration of the buildings in the unit title development.

Dated this 11th day of December 2023

Signed for and on behalf of the seller and certified correct by Pitcaithly Body Corporate Services Limited on behalf of Body Corporate No. 500778



Signature

Courtney Dupont Print Name



View Instrument Details

Instrument No.	10580030.8
Status	Registered
Date & Time Lodged	30 Sep 2016 15:35
Lodged By	Dahren, Nadine Margaret
Instrument Type	Unit Titles Act 2010 - Notice/Change of Rules - s105 &106



Affected Computer Registers	Land District
753501	Canterbury

Annexure Schedule: Contains 27 Pages.

Signature

Signed by Nadine Margaret Dahren as Applicant Representative on 26/08/2016 04:46 PM

*** End of Report ***

FORM 14

NOTICE OF BODY CORPORATE OPERATIONAL RULES

Section 105, Unit Titles Act 2010

Applicant(s) SMVG Development Limited
Unit Plan 500778
Supplementary Record Sheet:

Notice

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

Schedule of body corporate operational rules

The Body Corporate Operational Rules for the unit title development are those rules attached.

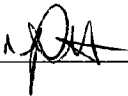
Date:

26 August 2019

Signature of
Applicant:

SMVG Development Limited by its director Craig John Picket

Before me:



Full name of witness:

Nadine Margaret Prutton
Solicitor
Christchurch

Address of witness:

The following rules are in replacement of the operational rules prescribed by the Unit Titles Regulations 2011:

1 Interpretation

1.1 In these rules:

Act means the Unit Titles Act 2010.

body corporate means the body corporate referred to on the front page of these rules.

owner has the same meaning in these rules as it has in the Act, and, where the context requires for the purposes of these rules, also includes occupiers of a unit in the unit title development and the employees, agents, invitees, licensees and tenants of all owners and occupiers of units in the unit title development unless the context otherwise requires.

1.2 Terms defined in the Act have the same meaning in these rules, unless the context otherwise requires.

1.3 Reference to **including** does not imply limitation.

2 Interference with common property

An owner must not:

- (a) interfere with the reasonable use or enjoyment of the common property by other owners;
- (b) obstruct an lawful use of the common property by other owners; and
- (c) restrict any light or air in any unit or common property, or obstruct or cover any windows, sky lights, lights or other means of illumination of any unit or common property.

3 Damage to common property

An owner must not:

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

4 Use of facilities within common property

- 4.1 An owner must not use any facilities contained within the common property, or any assets and improvements that form part of the common property, for any use other than the use for which those facilities, assets or improvements were designed and constructed.
- 4.2 An owner must comply with any conditions of use for such facilities, assets or improvements set by the body corporate from time to time.
- 4.3 Any part of the common property that is used as an entrance or access way to the unit title development and any easement area giving access to the unit title development shall not be used by any owner for any other purpose than for entering or leaving the unit title development.
- 4.4 An owner must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property or use any part of the common property as a garden for their own purposes.

5 Interior maintenance

- 5.1 An owner shall be responsible for the interior maintenance and decoration of the owner's unit.
- 5.2 An owner shall not employ any contractor or worker for the purpose of repairing or altering or making good any part of any unit or any services to any unit other than a contractor or worker appointed or approved by the body corporate for such purpose or under the supervision and to the satisfaction of the body corporate. The body corporate may specify conditions under which the work shall be carried out.
- 5.3 Nothing in this rule 5 shall prevent an owner from employing an interior decorator for the purpose only of decorating or redecorating the interior of any unit.
- 5.4 An owner may, subject to the approval of the body corporate, nominate and employ tradespersons for the purpose of repairing and making good any part of the owner's unit in an emergency.
- 5.5 An owner of unit who carries out any repair, maintenance, additions, alterations or other such work on a unit must ensure that any contractors or other such persons employed by the owner cause minimum inconvenience to all other owners and ensure that such work is carried out in a proper workmanlike manner.

6 Vehicle parking

- 6.1 An owner must not park a vehicle or permit a vehicle to be parked on any part of the common property unless the body corporate has designed it for vehicle parking or has given prior written consent.
- 6.2 An owner (including an accessory unit) that is designated for the purpose of parking vehicles must:

- (a) only use the vehicle park for the purpose of parking vehicles;
 - (b) ensure the vehicle park is kept tidy and free of litter;
 - (c) not use the vehicle park, or permit it to be used, for storage;
 - (d) ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park; and
 - (e) must clearly mark any vehicles parks designated solely for use by employees or customers of the owners.
- 6.3 The body corporate may remove a vehicle from the unit title development that the body corporate considers is parked in such a manner that is in breach of this rule 6 at the expense of the owner of the vehicle concerned, and the body corporate shall not be liable for any resulting damage, loss or costs.
- 7 Aerials, satellite dishes and antennas**
- An owner must not erect, fix or place any aerial, satellite dish, antenna or similar device on or to the exterior of a unit or on to the common property without the body corporate's prior written consent. The consent of the body corporate may be withheld, varied or revoked if the rights of another owner are adversely affected by the exterior aerial, satellite dish or antenna or similar device.
- 8 Signs and notices, advertising and promotion**
- 8.1 An owner must not without the body corporate's prior written consent, display, erect, fix, place or paint any signs or notices of any kind on or to any part of the common property or on or to any external part of a unit or in a principal unit or in an accessory unit that is visible from either the common property or the external part of the unit.
- 8.2 An owner must not display any goods or services on common property or any unit or use the common property or any unit for any business, promotional or commercial purpose without the body corporate's prior written consent.
- 9 Rubbish and pest control**
- An owner must:
- (a) not leave rubbish or recycling material on the common property except in areas designated for rubbish collection by the body corporate;
 - (b) where such material is left in a designated rubbish collection area, not leave it in such a way that interferes with the enjoyment of the common property by all owners;
 - (c) dispose of rubbish and recycling material promptly, hygienically and tidily using properly secured and sealed rubbish bags and ensure such disposal does not adversely affect the health, hygiene or comfort of other owners;
 - (d) not burn any rubbish anywhere on the common property or in any unit; and
 - (e) keep the unit free for any vermin, pests, rodents and insects.
- 10 Cleaning and maintenance**
- 10.1 An owner must ensure that the unit is kept clean at all times and gardens, grounds, yards or paved areas within the unit (if any) are kept neat and tidy and are regularly maintained.
- 10.2 An owner must keep all glass contained in window or doors of a unit, and replace any cracked or broken glass as soon as possible with glass of the same or better weight and quality.
- 11 Use of water services**
- 11.1 An owner must use all things required for the provision of water supply, drainage, wastewater and sewage services to a unit or the common property (and all things attached to and used in relation to such services, including pipes, drains, taps, faucets, toilets, baths, showers, sinks, sink incinerators and dishwashers) only for the purpose for which they were designed and constructed. If any owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence that owner shall pay for such damage, loss or costs.
- 11.2 An owner shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.
- 12 Washing**
- An owner must not hang any clothes, washing, bedding, towels or other items:
- (a) outside or from a unit, or outside or from any building contained within a unit, or on or from any deck or balcony; or
 - (b) on the common property,
- except in areas specifically designated by the body corporate as washing line areas and such items may only be hung for a reasonable period.
- 13 Noise, behaviour and conduct**
- 13.1 An owner shall not make or permit any noise or carry out or permit any conduct or behaviour, in any unit or on the common property, which is likely to interfere with the use and enjoyment of the unit title development by other owners.

- 13.2 Except in the kitchen, laundry, toilet or bathroom areas of a unit, an owner must ensure that all floor space in a unit is covered otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the quiet enjoyment that could reasonably be expected by the owner of another unit.

14 Pets

- 14.1 An owner must not, without the body corporate's prior written consent, bring or keep any animal in any unit or on the common property. Consent of the body corporate may be revoked upon written notice if the rights or interests of any other owner are adversely affected by any animal.
- 14.2 Notwithstanding rule 14.1, any owner who relies on a guide, hearing, or assistance dog may bring or keep such a dog in a unit, and may bring such a dog onto the common property.
- 14.3 An owner of any animal permitted under rule 14.1 or rule 14.2 must ensure that any part of a unit or the common property that is soiled or damaged by the animal must promptly be cleaned or repaired at the cost of the owner.

15 Security, fire and ventilation equipment

- 15.1 An owner must comply at all times with the operating and maintenance instructions of any security, fire alarm, and air conditioning or ventilation equipment in the unit.
- 15.2 An owner shall not use or permit to be used any form of portable gas or petroleum fuelled heater within the interior of their unit.
- 15.3 An owner must:
- (a) keep the unit locked and all doors and windows closed and securely fastened at all times when the unit is not occupied, and do all things reasonably necessary to protect the unit from fire, theft or damage;
 - (b) take all reasonable steps to ensure any electronic security cards, security keys or security codes to a unit or common property are not lost, destroyed or stolen or given to anyone other than a registered proprietor, occupier or tenant of the unit to which the security cards, security key or security code relates;
 - (c) not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property; and
 - (d) notify the body corporate as soon as reasonably practicable if rules 15.3(b) or (c) are breached.

16 Delivery areas

- 16.1 The body corporate may designate part of common property as an area for the receipt, delivery, or other movement of goods, supplies, produce, merchandise, freight, or other articles, including a loading dock or lift designed for goods only, (together called **delivery area**). Any delivery area must only be used:
- (a) by owners of units or anyone permitted by an owner;
 - (b) for the purpose for which it was designed and constructed; and
 - (c) during certain hours set by the body corporate from time to time.

17 Hazards and noxious use

- 17.1 An owner must not bring onto or store, nor allow to be brought onto or stored, within the unit or any part of the common property:
- (a) any machinery, goods, or things of an offensive noxious illegal or dangerous nature, or that creates a hazard of any kind;
 - (b) without the body corporate's prior written consent, any object of such weight, size or shape as is likely to cause damage to the unit, any surface area or any common property or that that could cause any damage, weakness, movement or structural defect to any unit or common property (and any such damage caused or contributed to shall be paid for by the owner responsible);
 - (c) anything that affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development;
 - (d) anything that is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any authority; or
 - (e) anything that increases the premium on or is in breach of any body corporate insurance policy for the unit title development.
- 17.2 An owner must not:
- (a) use the premises or allow them to be used for any noisome, noxious, illegal or offensive trade or business;
 - (b) allow any act or thing to be done which may be or grow to be a nuisance, disturbance or annoyance to the other unit holders; or
 - (c) do or allow any odorous activity to occur from the unit which may be or is of nuisance, disturbance or annoyance to the other unit holders.

18 Leasing a unit

An owner must:

- (a) provide a full copy of these rules (as amended from time to time) to any occupier of the unit;
- (b) provide the body corporate with written notice of the full name, landline phone number and cell phone number for the owner and for all occupiers of the unit;
- (c) inform any occupier of the unit that the mode of service under the Act is by email, and the owner must provide the body corporate with written notice of the email address for service of the occupiers of the unit and the email address for service of the owner; and
- (d) promptly notify the body corporate in writing of any changes to the details in rules 18(b) and (c).

19 Emergency evacuations, drills and procedures

An owner must cooperate with the body corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.

20 Notice of damage, defects, accidents or injury

On becoming aware of any damage or defect in any part of the unit title development including its services, or any accident or injury to any person in the unit title development, an owner must immediately notify the body corporate. Any cost to repair any such damage or defect shall be paid by the owner that caused or permitted the damage or defect.

21 Balconies

21.1 To protect the external appearance of the building, the following items are specifically prohibited on balconies:

- (a) indoor furniture such as lounge suites, sofas and arm-chairs;
- (b) household appliances other than barbeques.

21.2 The following items are permitted on balconies:

- (a) outdoor tables and chairs;
- (b) barbeques;
- (c) gas heat lamps.
- (d) plants. (Up to 5 typical pot plants are allowed with pot dimensions up to 300mm (H) x 300 mm (D) and plant height up to 1800mm (H).)

21.3 All items other than those permitted in 21.2 require the body corporate's prior written consent.

22 Water Supply

22.1 Under Resource Consent RMA/2016/1578 the Christchurch City Council requires principal unit 1 to be nominated as the rating unit for the purposes of water billing by the Christchurch City Council.

The owner of principal unit 1 will be responsible for paying all water charges associated with the unit title development payable to the Christchurch City Council.

As the Christchurch City Council water charges relate to the water use of the unit title development as a whole, the body corporate will reimburse the owner of principal unit 1 for all water charges paid by them pursuant to this clause 22.1.

The requirement for principal unit 1 to be nominated as the rating unit for the purposes of water billing by the Christchurch City Council cannot be changed without the consent of the Christchurch City Council.

22.2 The body corporate is responsible for ensuring that all principal unit water supplies are protected with suitable backflow protection.

23 Stormwater

23.1 The body corporate is responsible for ensuring that appropriate action is undertaken to comply with the requirements of the Maintenance and Operation Manual attached to these rules.

24 Indemnity

24.1 If any charges or costs that relate to the unit title development and/or the body corporate must be attached to a principal unit then the body corporate will reimburse and indemnify the owner of that principal unit for those charges or costs.



St Martins Village Green Stormwater Operations and Maintenance Manual: Stages 1 and 2

Prepared for: SMVG Developments Ltd

July 2016

Whiterock

Consulting Ltd

638 Carrs Rd

RD2 Rangiora, 7472

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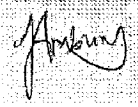
Email: fiona@whiterockconsulting.co.nz

Quality Control Sheet

TITLE St Martins Village Green Stormwater Operations and Maintenance
Manual: Stages 1 and 2

CLIENT SMVG Developments Ltd

JOB NUMBER J0178

Status	Author	Issue Date
Final	 Fiona Ambury CPEng, IntPE, MIPENZ	13/07/2016

Limitations:

This report has been prepared for SMVG Developments Ltd, according to their instructions, for the particular objectives described in the report. The information contained in the report should not be used by anyone else or for any other purposes.

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Appendices:

Appendix A: Drawings

Appendix B: Record Sheet

1.0 Introduction

The discharge of stormwater at the St Martin Village Green (SMVG) Stage 1 and 2 residential development is both to land and to the Christchurch City Council (CCC) reticulated stormwater system. The discharge is authorised under the CCC global stormwater consent (CRC090292) and has the following design:

- Roof water is to be piped via a sealed system to one of four 9 m³ above ground tanks. The tanks have a restricted outlet and discharge off site into Buffon Street.
- Stormwater from the car park areas discharges to one of two stormwater detention and infiltration basins. The majority of the stormwater will soak through the base of the basins to underlying soakage trenches. For large storms that exceed the capacity of the basins, stormwater will flow from the site into Buffon Street.
- Stormwater from the Bunyan Street entrance will discharge directly to Bunyan Street.

The stormwater system was designed to meet the following objectives required by the CCC:

- Treat the first flush volume from the hardstand (car park) runoff.
- Provide on-site storage with a slow release outlet to ensure the peak flows from the developed site into the CCC stormwater network do not exceed the greenfield (undeveloped) flow rates for all storms up to and including a 2% AEP, 30 hr storm (20 L/s).

The construction issue plans are presented in Appendix A. Once as-built plans are provided they should replace the construction issue plans.

This document sets out the operational and maintenance requirements to ensure the systems perform in the long term. The organisation responsible for the operation and maintenance of the stormwater system is the **Pitcaithly Body Corporate Services**.

2.0 Roof Water Tanks

2.1 Operational Requirements

All roof water must discharge to one of four 9 m³ above ground tanks via a sealed pipe system. The outlet of the tanks are 'restricted' to limit the flow. The design details are:

- Outlet to be fitted with 32 mm pipe to restrict flow to 4L/s.
- High level overflow from top to tanks
- Piped discharge to Buffon Street

2.2 Maintenance

The following maintenance is required:

- Every 6 months, during a dry period, check the tanks are empty.
- If the tanks are not empty it means the restricted outlet may be blocked and this needs to be checked.

- If sediment accumulation in a tank is causing the restricted outlet to become blocked then the sediment in the tank needs to be removed.

3.0 Car Park Stormwater

3.1 Operational Requirements

- Stormwater from the Bunyan St car park is collected in sumps and piped Detention Basin 1.
- Stormwater from the Bunyan St entrance is collected in a sump and piped directly to Bunyan Street.
- Stormwater from the Buffon Street car park is collected in sumps and piped to Detention Basin 2.

The Detention Basins have been designed to contain the stormwater and allow the majority of it to soak to the underlying ground. Detention Basin 1 is connected to Detention Basin 2 via an overflow sump (Sump 6). When the capacity of both basins is reached stormwater will flow from Detention Basin 1 into Buffon Street via Sump 7. Each Detention Basin has an 'infiltration area' which comprises a special topsoil mix over drainage media. Stormwater will soak through this 'infiltration area' to ground.

3.2 Maintenance Requirements

Sumps

Sumps will capture stormwater from the car parking areas. The sumps will settle out coarse sediments in their base. If they are not maintained then the sump outlets may become blocked or excess sediment will discharge to the Detention Basin.

Maintenance requirements:

- Every 6 months inspect the sumps for:
 - o Accumulation of sediment. If more than 200 mm has accumulated then organise for the sumps to be cleaned out. Note that the sediment in the sumps may contain heavy metals and this material is not to be placed in the garden areas.
 - o Presence of hydrocarbons (i.e. more than a rainbow sheen) on the surface of the water. If a layer of hydrocarbons is present then a specialist contractor (such as Chem Waste) needs to be contacted to clean the sumps. The source of the spill also needs to be identified and remedied.
 - o If the water level in the sump is lower than the outlet pipe then the sump may have a leak and the sump should be cleaned and resealed. A drainlayer can undertake this work.
- Inspection and maintenance work shall be recorded (see Appendix B for example record sheets)

Key Sumps

Sumps 6 and 7 are overflow sumps located within the detention basins. If these block then surface ponding may occur within the car parking areas.

Detention Basins

The detention basins, and particularly the 'infiltration areas' shall be maintained with a healthy grass cover. Note that seasonal browning off is acceptable. The landscape planning on the walls of the detention basins shall also be maintained in a health state and any erosion repaired and stabilised. The layer of engineered topsoil in the 'infiltration area' needs to be protected to ensure it isn't compacted as this will reduce the infiltration rate.

The regular maintenance shall include:

- Regular mowing (as required by the season)
- Every 6 months inspect the detention basins for:
 - o Sediment/litter and hydrocarbons accumulation. Remove accumulated litter, sediment (mainly check around the inlet) and any hydrocarbons (most likely as a result of a known spill).
 - o Grass cover health (note seasonal browning is fine) and erosion. Re-sow bare patches of grass with a suitable species (a mix of turf grass) and repair any erosion.
 - o Landscape plant health and weeds. Re-plant as required and remove weeds.
 - o Bank erosion (particularly the steeper banks). Repair and stabilise the banks as required. (note if a preferred pathway into or out of the detention basin is formed on the steeper basin sides, then a permanent step or structure may be required to protect plants and bank stability).
 - o Inspection and maintenance work shall be recorded (see Appendix B for example record sheets).

If persistent die off of grass or vegetation in the 'infiltration area' occurs then further investigation is required. The cause could be:

- Poor drainage due to compaction of the soil or clogging of topsoil over time.
- Accumulation of heavy metals (these are present in routine stormwater) or as a result of a spill of hazardous substances.
- If the issue drainage then the top soil shall either be aerated (a maintenance contractor should have equipment for this) to rejuvenate the soakage. Care should be taken to ensure the topsoil is not mixed with the underlying sand. If this does not remedy the drainage then the topsoil may need to be replaced (consult with a suitably qualified person if this is required as the topsoil is an 'engineered mix')
- If the persistent die off is not a result of poor drainage then the soils shall be tested for copper and zinc and any other hazardous substance that may be present as a result of a spillage. A suitably qualified consultant shall undertake the testing and determine the remediation requirements.

4.0 Alterations to the Stormwater Systems

Should the Pitcathily Body Corporate Services wish to modify the stormwater system a suitably qualified and experienced engineer shall be engaged. Any changes will need to be approved by the CCC.

Roof Water

- The sealed pipe work, tank volume and the pipe diameter at the restricted outlet of the tanks shall be maintained and altered in any way.

Car Park

- The stormwater detention basins shall not be filled, modified or reduced in size.
- This 'infiltration area' shall be maintained in a healthy cover of grass or landscape plants. The soil shall be protected from over compaction by vehicle movements.
- Any soil removed from the 'infiltration areas' within the detention basins shall be replaced with an Engineered Topsoil that comprises a mix of topsoil/sand/compost at a ratio of 3:6:1 or the Living Earth rain garden media.

5.0 Spill Response

In the event of a spill of hazardous substances the following procedure shall be followed:

- Where possible the spill should be prevented from entering the stormwater sumps. NEVER WASH A SPILL INTO THE STORMWATER SUMPS.
- Clean the spill up with appropriate spill containment materials, or for larger spill contact the Fire Service
- If a spill enters a sump then contact a contractor, such as Chem Waste, immediately to ensure the spilt substance is removed
- If the spilt substance enters a detention basin then a suitably qualified consultant shall be contracted to ensure that any contaminated material removed is tested and disposed of at an appropriate facility. Testing of the remaining soils will also be required prior to new material being laid.
- Any rebuild of the basin shall be in accordance with the attached drawings.

6.0 Contact Details

Body Corporation	Pitcathily Body Corporate Services
Stormwater Consent Holder	Christchurch City Council 53 Hereford Street Christchurch 03 941 8999
Environmental Engineer	Whiterock Consulting Ltd Fiona Ambury 027 480 4883
Regional Council	Environment Canterbury Compliance Monitoring and Enforcement 03 365 3828

APPENDIX A: DRAWINGS

PROJECT NUMBER - 12315**PROJECT ISSUE**

CIVIL	CS.01	Stormwater Drainage Deck Plan	CONSTRUCTION	06.02.2016
	CS.02	Stormwater Drainage Deck Plan		
	CS.04	Sanitation Main Plans and Drainage Details		
	CS.11	Foul Sewer Drainage Part Plan		
	CS.12	Foul Sewer Drainage Part Plan		
	CS.21	Water Supply Part Plan		
	CS.22	Water Supply Part Plan		
	CS.01	Pit Pavement Plan		
	CS.02	Pit Pavement Plan		
STRUCTURAL	SS.01	Stage 1 - Floor Slab Plans, Pier Sills & Junction Details	CONSTRUCTION	26.11.2015
	SS.02	Stage 2 - Pier Sills Plans, Pier Sills & Junction Details		
	SS.03	Stage 3 - Types 1, 2 & 3 Unit Slab Plans & Truss Details		
	SS.04	Stage 4 - Types 1, 2 & 3 Unit Slab Plans & Truss Details		
	SS.05	Stage 5 - Types 1, 2 & 3 Unit Slab Plans & Truss Details		
	SS.06	Stage 6 - Types 1, 2 & 3 Unit Slab Plans & Truss Details		
	SS.07	Stage 7 - Types 1, 2 & 3 Unit Slab Plans & Truss Details		
	SS.08	Stage 8 - Types 1, 2 & 3 Unit Slab Plans & Truss Details		
	SS.09	Stage 9 - Types 1, 2 & 3 Unit Slab Plans & Truss Details		
	SS.10	Stage 10 - Types 1, 2 & 3 Unit Slab Plans & Truss Details		

St. MARTINS GREEN BUNYAN STREET CHRISTCHURCH

For

SMVG Developments Ltd.



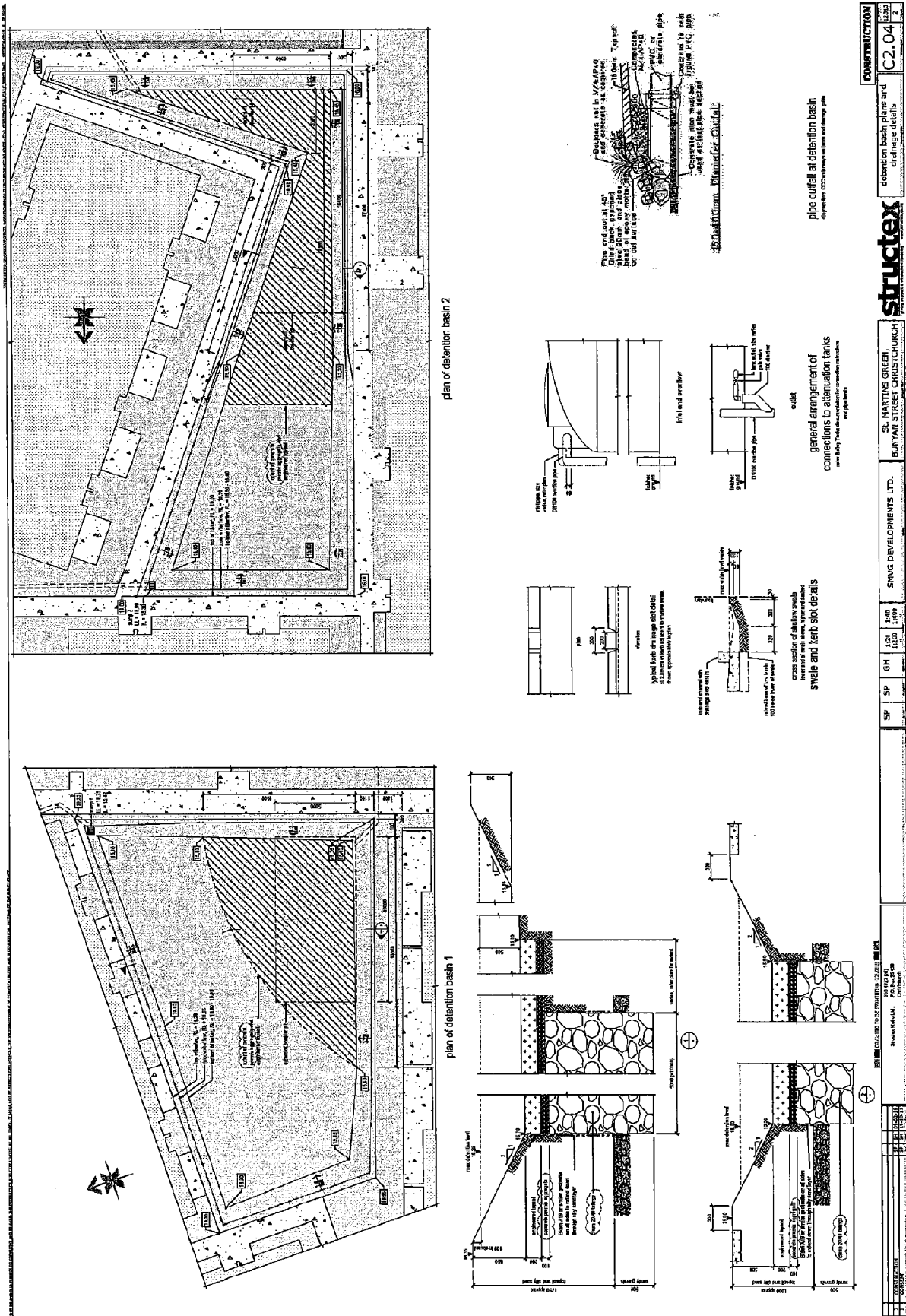
Member of the Association
of Consulting Engineers

structex

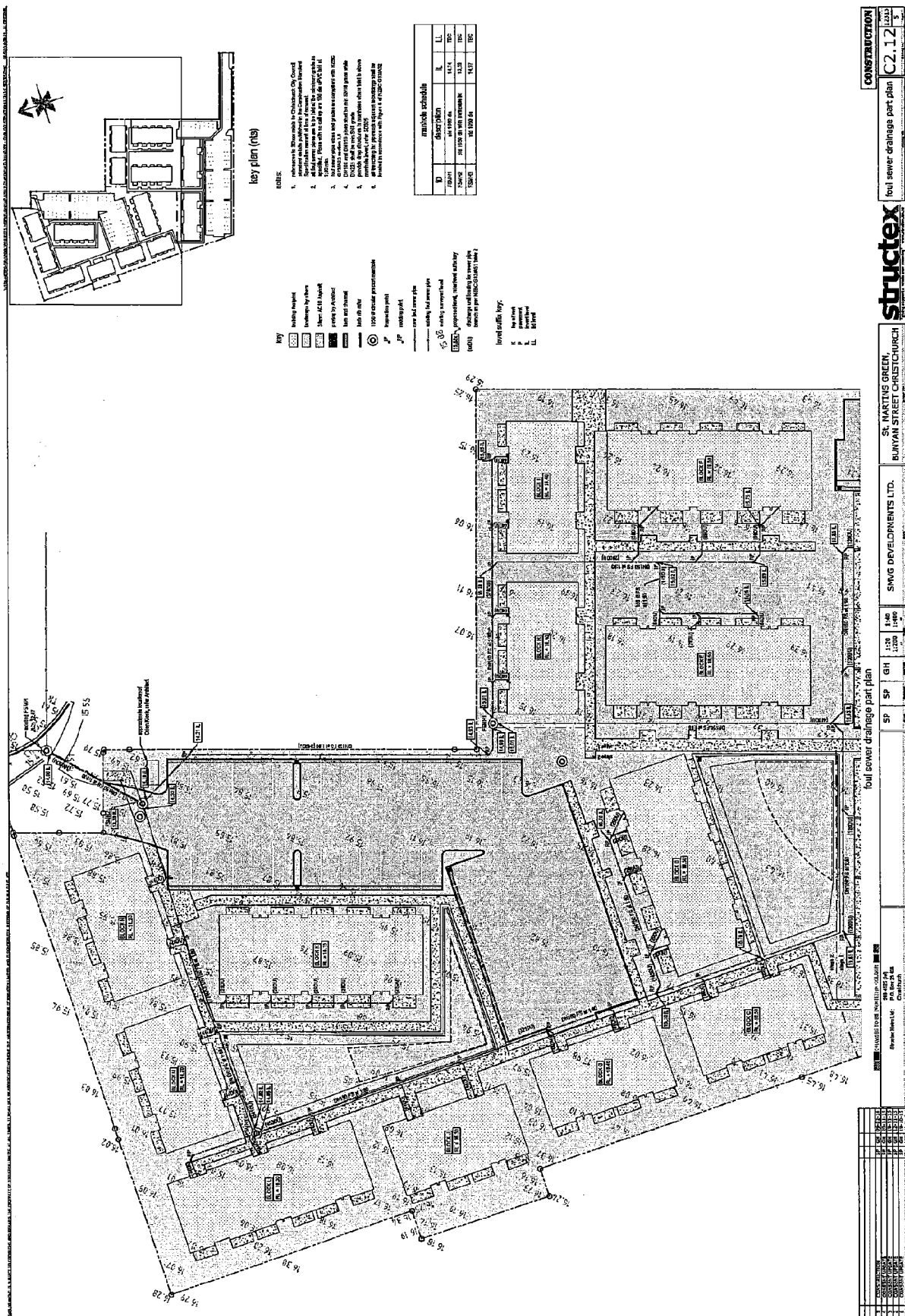
"giving support a whole new meaning" www.structex.co.nz

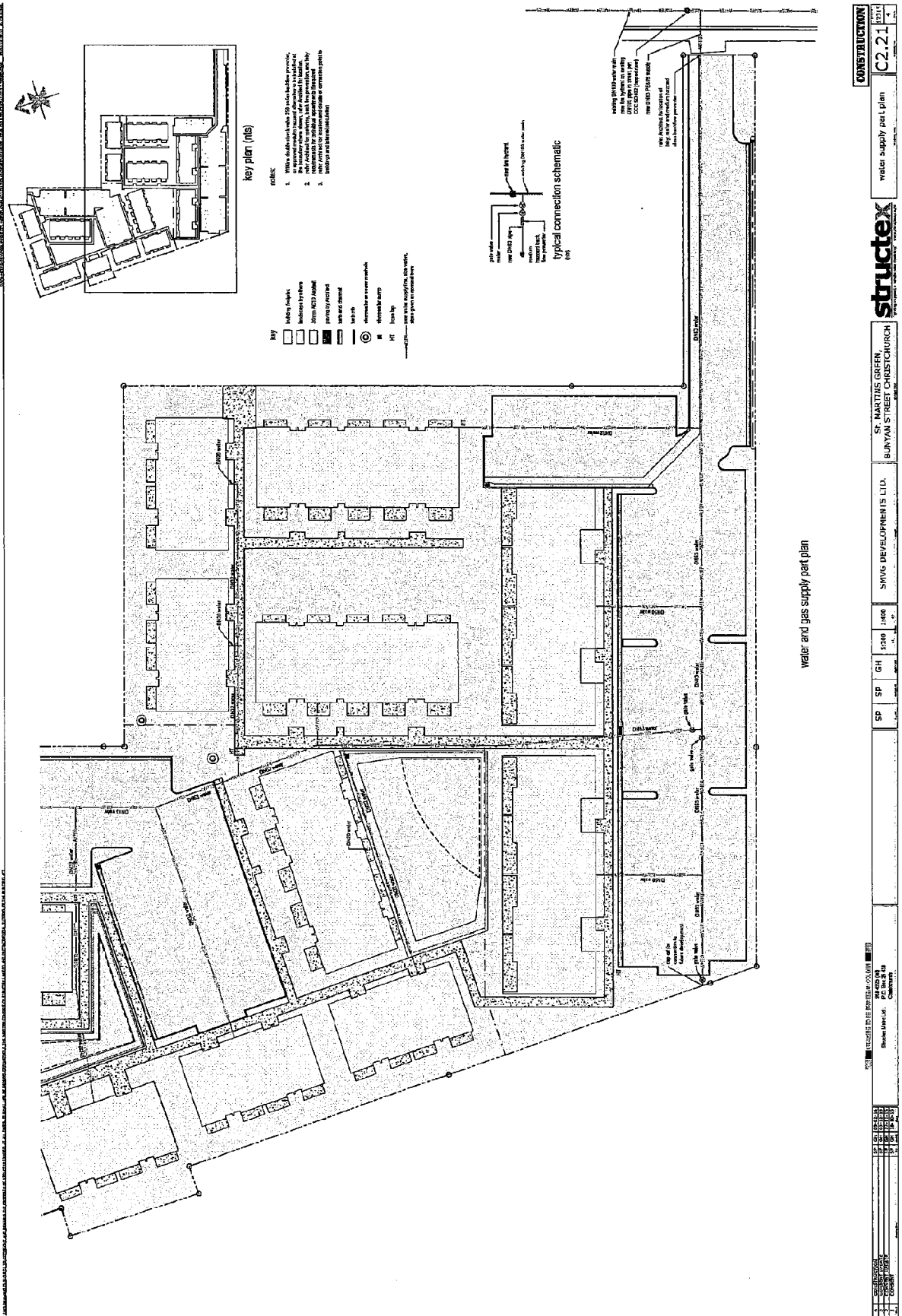




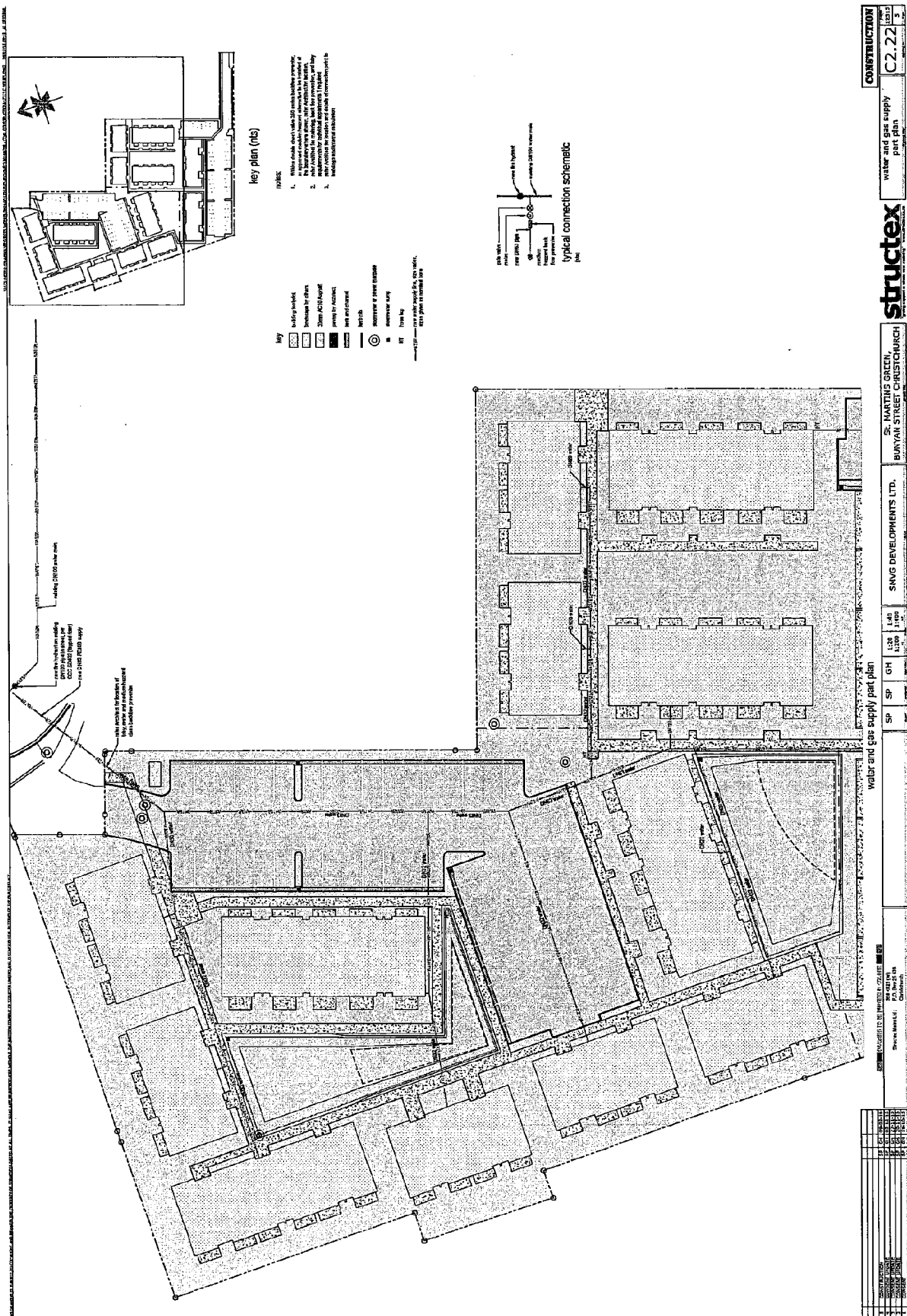




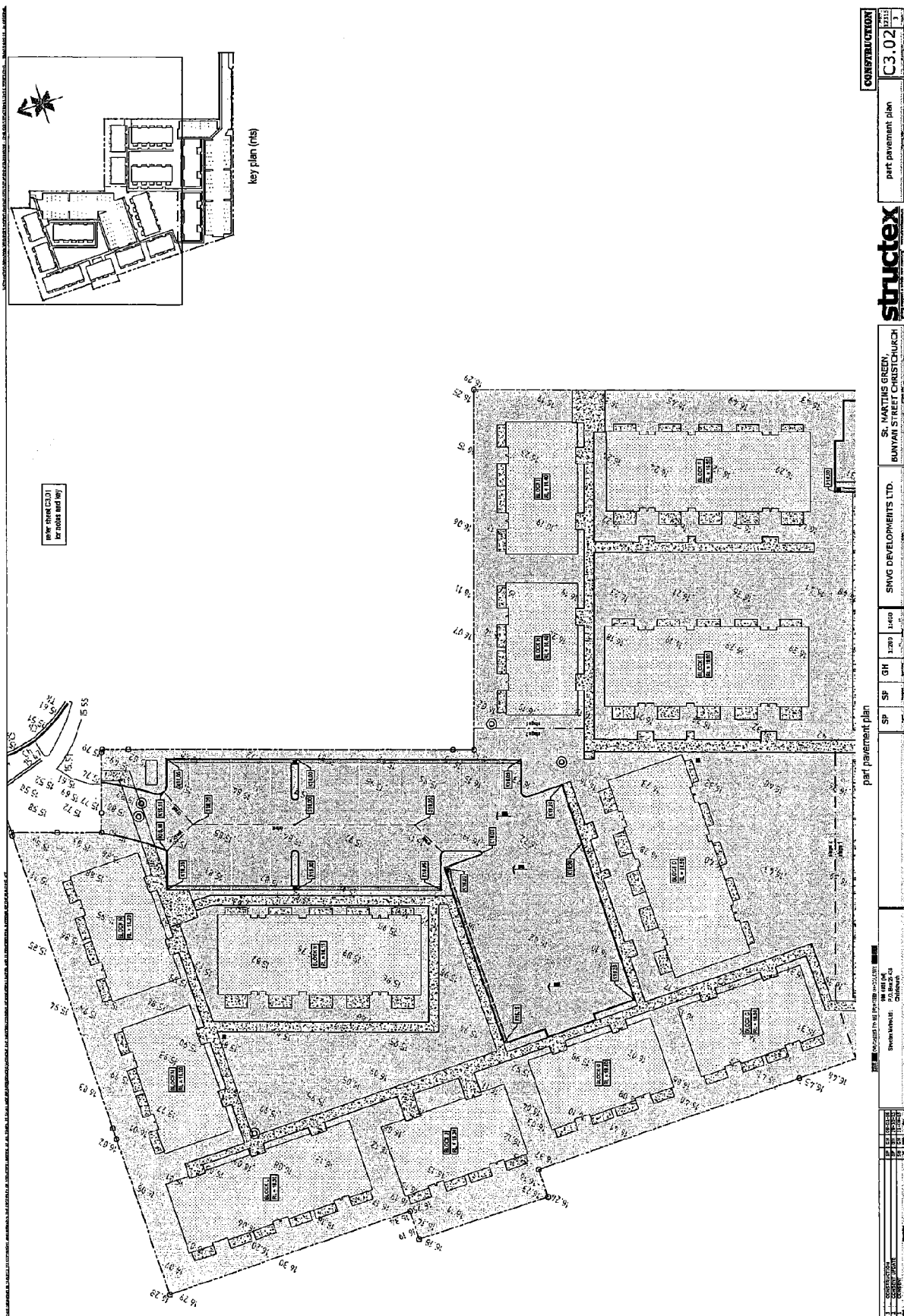




ST. MARTIN'S GARDEN BUAYAN STREET CHURCH		SHING DEVELOPMENTS LTD.		SP SP GH 1500 1400		CONSTRUCTION water supply part plan C2.21	
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APPENDIX B: RECORD SHEETS

6 Monthly Stormwater Record Sheet

Date:	
Name of inspector:	

Roof Water Tanks				
Approx. number of days since last rain:				
Check tanks are empty	Circle one	Cleaning needed?	Date Cleaned (if needed)	
Tank 1 empty:	Y N	Y N		
Tank 2 empty:	Y N	Y N		
Tank 3 empty:	Y N	Y N		
Tank 4 empty:	Y N	Y N		
<i>If any tank is full or partially full then clear blockage and if necessary have tank cleaned</i>				

Sumps	Depth of sediment (mm)	Hydrocarbons present?	Requires clean out (if greater than 200 mm, hydrocarbons present)	Date cleaned (if needed)
Sump 1		Y N	Y N	
Sump 2		Y N	Y N	
Sump 3		Y N	Y N	
Sump 4		Y N	Y N	
Sump 5		Y N	Y N	
Sump 6		Y N	Y N	
Sump 7		Y N	Y N	
Sump 8		Y N	Y N	

Detention Basins	Healthy grass/vegetation?	Sediment/litter present	Soil erosion present?	Prolonged damp patches?
Basin 1	Y N	Y N	Y N	Y N
Basin 2	Y N	Y N	Y N	Y N
If N circled then state work to be undertaken				
Basin 1				
Basin 2				
Date work completed and by whom (contractor?)				

ANNEXURE SCHEDULE - CONSENT FORM*

LAND TRANSFER ACT 1952 SECTION 238(2)

Person giving consent
Surname must be underlined

Capacity and Interest of Person giving consent
(eg. Mortgagee under Mortgage no.)

ASB BANK LIMITED

**Mortgagee under Mortgage no. 10338530.4
and Mortgage no. 10102020.4**

Consent

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

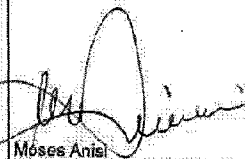
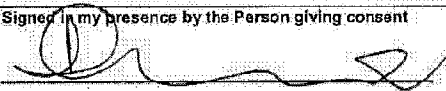
[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the Person giving consent hereby consents to:

1. The registration of the attached Variation of Encumbrance Instrument;
2. The registration of the attached Application for Deposit of Unit Title Plan;
3. The attached proposed unit development (PUD) plan;
4. The registration of the attached Body Corporate Rules;
5. The registration of the attached Easement Instrument; and
6. The registration of the attached Encumbrance Instrument.

Dated this 26th day of August 2016

Attestation

 Moses Anisi of Auckland, in New Zealand Acting Manager, Lending Cards & Customer Support ASB BANK LIMITED	Signed in my presence by the Person giving consent 
	Signature of Witness Doug Gibson Witness to complete in BLOCK letters (unless legibly printed): Witness name: Bank Officer AUCKLAND Occupation Address
Signature [Common seal] of Person giving consent	

*An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Moses Anisi of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated 3 February 2016 and deposited with Land Information New Zealand and registered number 10337898.1 ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

General Manager, Lending Cards & Customer Support

Head of Lending Cards & Customer Support

Manager Lending Cards & Customer Support

Legal Executive, Lending Cards & Customer Support

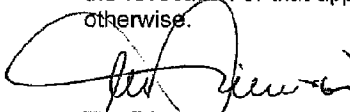
General Manager, Retail & Business Credit

Executive Manager, Retail & Business Credit

Credit Recoveries Manager

Executive Manager Group Credit Structuring

2. THAT I hold the appointment of Acting Manager Lending Cards & Customer Support with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.


Moses Anisi

SIGNED at Auckland this 26 day of August 2016

V 2016.01

ASB BANK LIMITED A MEMBER OF THE COMMONWEALTH BANK OF AUSTRALIA GROUP

Telephone (+649) 377 8930 Facsimile (+649) 830 3918. Lending Operations, ASB Support Centre, 360 Dominion Road, Mt Eden,
P O Box 35, Shortland Street, Auckland 1140, New Zealand www.asb.co.nz



A BIT ABOUT ANDY

Andy Williams is not only the Business owner of Office Road Real Estate but is an award winning agent. Being awarded in the top 100 Agents in New Zealand by Rate My Agent in 2021. Andy is quickly building a great reputation with track record to boot.

Canterbury born and bred, Andy knows the ever-changing Christchurch well.

He started his career in Personal Training, so working closely with clients and helping them to achieve their own fantastic results is familiar territory to him.

Andy spent many years working in the construction sector focusing on sales and specifications, working alongside architects, developers and builders. This gave him a well-rounded understanding and sound knowledge of everything it takes to improve, build or maximise the potential of a property - from renovations to new builds and developments. It's this knowledge, experience and valuable contacts that gave Andy a strong advantage during his own property investment journey.

Fast forward to now and Andy's desire to help people achieve fantastic results remains the same, and together with his passion for property, it was a natural fit to start helping others with their own property journey.

Andy's approach is straightforward and genuine and he's prepared to have honest conversations to achieve the best possible results for all parties.



A BIT ABOUT RICHIE

Dedication, communication, determination and trust are the key values Richie displays in everything he does.

Although he is a Cantabrian through and through, Richie has spent six years living in various parts of the world where he has gained immense life experience, including well-honed business and negotiation skills. During the time he spent travelling from Bali to China he built up communication and people skills that are second to none.

Richie knows the value of modern marketing. "As the Real Estate industry evolves to become more innovative and efficient, so do I." Richie has intentionally chosen to work within a team where a strong emphasis is placed on ensuring that clients receive the best advice, support, and marketing to achieve their goals.

His thorough knowledge of all that Christchurch City and the wider Canterbury area has to offer, his dedication to providing exceptional service to all his clients, both buyers and sellers, and his friendly easy approach to life will ensure you will have complete confidence in having Richie working with you to achieve your real estate goals.

PASSING OVER OF INFORMATION

The attached material has been compiled by the collection of records, documents, or information which may have been supplied by third parties, the vendor or the vendor's agent. Accordingly, it is merely passing over the information as supplied to us.

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Office Road Real Estate Limited and its licensees recommend you seek legal advice before signing a sale and purchase agreement or other contractual documents. You should also be aware you can and may need to seek technical or other advice and information prior to signing a sale and purchase agreement or other contractual document.



CONTACT ME TO MAKE AN OFFER

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022 547 5232

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OFFICE ROAD
REAL ESTATE

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