

**SCHEDULE 12**  
**BODY CORPORATE RULES**

**Instrument Type                      Order for New Certificate of Title**

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<b>Head Records of Title</b>	<b>Land Districts</b>
993538	Canterbury

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**Registered Owners****Red Stag Investments Limited**

New titles(s)	Legal description
1026103	Principal Unit 1 Deposited Plan 569303
1026104	Principal Unit 2 Deposited Plan 569303 and Accessory Unit 21 Deposited Plan 569303
1026105	Principal Unit 3 Deposited Plan 569303 and Accessory Unit 30 Deposited Plan 569303
1026106	Principal Unit 4 Deposited Plan 569303 and Accessory Units 40 and 41 Deposited Plan 569303
1026107	Principal Unit 5 Deposited Plan 569303 and Accessory Units 50 and 51 Deposited Plan 569303
1026108	Principal Unit 6 Deposited Plan 569303 and Accessory Units 60 and 61 Deposited Plan 569303
1026109	Principal Unit 7 Deposited Plan 569303 and Accessory Unit 90 Deposited Plan 569303
1026110	Principal Unit 8 Deposited Plan 569303 and Accessory Units 80 and 81 Deposited Plan 569303
1026111	Principal Unit 9 Deposited Plan 569303 and Accessory Unit 70 Deposited Plan 569303
1026112	Principal Unit 10 Deposited Plan 569303 and Accessory Units 100 and 101 Deposited Plan 569303
1074194	Supplementary Record Sheet

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

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APPLICATION TO DEPOSIT UNIT PLAN

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

Applicant: Red Stag Investments Limited

Unit plan: LY 569303

Address for service: 4 Walker Street, Christchurch, 8011

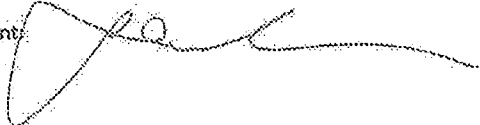
Schedule of land: All land comprised in Record of Title number 993538 (Canterbury Registry)

Application:

1. The applicant is the registered owner of the estate in land comprised in the record of title referred to the schedule of land.
2. The applicant applies to deposit the attached unit plan under section 17 of the Unit Titles Act 2010.
3. The first body corporate operational rules are set out in the attached notice of body corporate operational rules.

Date: 10 October 2022

Signature of applicant:



Before me:

Full name of witness:

Aino Catherine Hoar

Address of witness:

17 Wentworth Drive, Redwood,  
Hamilton, New Zealand



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APPLICATION TO DEPOSIT UNIT PLAN

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

Applicant: Red Stag Investments Limited

Unit plan: UT 569303

Address for service: 4 Walker Street, Christchurch, 8011

Schedule of land: All land comprised in Record of Title number 993538 (Canterbury Registry)

Application:

1. The applicant is the registered owner of the estate in land comprised in the record of title referred to the scheduled of land.
2. The applicant applies to deposit the attached unit plan under section 17 of the Unit Titles Act 2010.
3. The first body corporate operational rules are set out in the attached notice of body corporate operational rules.

Date: 7/10/22

Signature of applicant:



Before me:

Full name of witness: *ANDREW JOHN SPARD MCGROSSER*

Address of witness: *Raglan*



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FORM 14 - NOTICE OF BODY CORPORATE OPERATIONAL RULES

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Section 105, Unit Titles Act 2010

Applicant: Red Stag Investments Limited

Unit plan: LT 569303

Supplementary Record Sheet: 1074194

Notice:

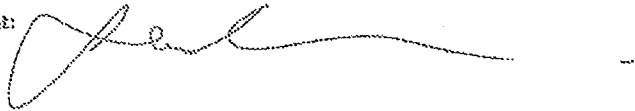
The body corporate for the unit title development created by the deposit of the above unit plan will be subject to the operational rules set out in the schedule of body corporate operational rules.

Schedule of body corporate operational rules

As per attached Mixed Use Model Operational Rules marked "A".

Date: 10 October 2022

Signature of applicant:



Before me:

Full name of witness: Anna Catherine Horn

Address of witness: 57 Wentworth Drive, Rotorua  
Hamilton, New Zealand



FORM 14 - NOTICE OF BODY CORPORATE OPERATIONAL RULES

Section 105, Unit Titles Act 2010

Applicant: Red Stag Investments Limited

Unit plan: LT 569303

Supplementary Record Sheet: 1074194

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

As per attached Mixed Use Model Operational Rules marked "A".

Date: 7-10-20

Signature of applicant:



Before me:

Full name of witness: Andrew John Suarez McGee

Address of witness: RAGLAN



**"A"**

**Mixed Use Model Operational Rules**

1. **Interpretation of terms, and rules binding on owners, occupiers, employees, agents, invitees, licencees and tenants**
  - 1.1 Terms defined in the Unit Titles Act 2010 ("Act") have the same meaning in these rules as they have in the Act, unless the context otherwise requires.
  - 1.2 These rules are binding on all owners and occupiers of units in the unit title development as well as the employees, agents, invitees, customers, licencees and tenants of all owners and occupiers of units in the unit title development.
  - 1.3 "Owner" has the same meaning in these rules as it has in the Act, and for the purposes of these rules it also includes occupiers of a unit in the unit title development and the employees, agents, invitees, licencees and tenants of all owners and occupiers of units in the unit title development, unless the context otherwise requires.
  - 1.4 "Design Control Committee" means the committee members appointed from time to time in accordance with the Constitution of the Clearwater Resort Owners Society Incorporated (as amended or added to from time to time).
  - 1.5 "Design Guideline" means the design guidelines issued by the Design Control Committee.
  - 1.6 "Developer" means Red Stag Investments Limited, Clearwater Quays Apartments Limited, nominated entity or assigns and any related company or companies that undertake any development of Clearwater Quays, and includes any agent, contractor or other entity/person authorised by Red Stag Investment Limited or Clearwater Quays Apartments Limited to carry out any work or complete any activity on its behalf.
  - 1.7 "Development" means the subdivision and development known as Clearwater Quays and includes the proposed development of Lot 1 DP 561475.
  - 1.8 "Society" means the Clearwater Resort Owners Society Incorporated (NZBN 9429043066292).
2. **Interference and obstruction of common property**
  - 2.1 An Owner of a unit must not:
    - 2.1.1 interfere with the reasonable use or enjoyment of the common property by other Owners;
    - 2.1.2 obstruct any lawful use of the common property by other Owners;

2.1.3 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**

3.1 An Owner of a unit must not:

3.1.1 damage or deface the common property; and

3.1.2 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, assets and improvements within the common property**

4.1 An Owner of a unit 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 and must comply with any conditions of use for such facilities or assets or improvements set by the Body Corporate from time to time.

4.2 Any part of the common property that is used as an entrance or accessway 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.

**5. Vehicle parking**

5.1 An Owner of a unit must not park a vehicle or permit a vehicle to be parked on any part of the common property unless the Body Corporate has designated it for vehicle parking or the Body Corporate has given prior written consent.

5.2 An Owner of a unit that is designated for use as a vehicle park must:

5.2.1 only use the vehicle park for the purpose of parking vehicles;

5.2.2 ensure the vehicle park is kept tidy and free of litter;

5.2.3 not use the vehicle park or permit it to be used for storage;

5.2.4 ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park; and



5.2.5 must clearly mark any vehicle parks designated solely for use by employees or customers of the Owner.

5.3 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 5, at the expense of the owner of the vehicle concerned, and the Body Corporate shall not be liable for any resulting damage, loss or costs.

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

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

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

7.1 An Owner of a unit must not, without the prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld, 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.

7.2 An Owner of a unit must not display any temporary or mobile signage, including but not limited to sandwich boards and portable banners ("temporary signage"), at any time other than during the opening hours of the business operating from a unit, and must not display any temporary signage on the common property or any accessory unit without the prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld.

7.3 An Owner of a unit must not display any goods or services on common property or any accessory unit or use the common property or any accessory unit for any business, promotional or commercial purpose without prior written consent of the Body Corporate which shall not be arbitrarily or unreasonably withheld.

7.4 Rules 7.2 and 7.3 do not apply to any unit used solely for residential purposes.

**8. Contractors**

An Owner of a 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.

**9. Rubbish and pest control**

**9.1 An Owner of a unit:**

- 9.1.1 must not leave rubbish, recycling material, trade refuse or waste, dirt or other material on the common property except in areas designated for rubbish collection by the Body Corporate, and where such material is left in a designated rubbish collection area it must not be left in such a way that interferes with the enjoyment of the common property by other Owners;
- 9.1.2 must dispose of rubbish and recycling material promptly, hygienically and tidily and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;
- 9.1.3 must not burn any rubbish anywhere on the common property or in any unit; and
- 9.1.4 shall keep the unit free of vermin, pests, rodents and insects.

**10. Cleaning and garden maintenance**

An Owner of a unit must ensure the unit is kept clean at all times and any gardens, grounds, yards or paved areas within the unit are kept neat and tidy and are regularly maintained.

**11. Cleaning and replacing glass**

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

**12. Lawns and gardens on common property**

An Owner of a unit must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property or, without the prior consent of the Body Corporate use any part of the common property as a garden for their own purposes.

**13. Use of water services**

- 13.1 All things required for the provision of water supply, drainage, wastewater and sewage services to units or common property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, sink incinerators and dishwashers, must only be used 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.

13.2 An Owner of a unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.

14. **Washing**

14.1 An Owner of a unit:

14.1.1 shall not hang any clothes, washing, bedding, towels or other items outside or from a unit or outside or from any building contained within a unit or on or from any deck or balcony; and

14.1.2 shall not hang any clothes, washing, bedding, towels or other items on the common property other than on parts of the common property designated by the Body Corporate as washing line areas, and such items may only be hung for a reasonable period.

15. **Security and ventilation equipment**

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

16. **Floor coverings**

Except in kitchen, laundry, toilet or bathroom areas of a unit, an Owner of a unit must ensure that all floor space in a unit is covered or 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.

17. **Noise, behaviour and conduct**

An Owner of a unit 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.

18. **Pets**

18.1 An Owner of a unit must not, without the prior written consent of the Body Corporate, bring or keep any animal or pet in any unit or the common property. Consent of the Body Corporate shall not be unreasonably or arbitrarily withheld and may be revoked upon written notice if the rights or interests of any other Owner are adversely affected by any animal or pet.

18.2 Notwithstanding rule 18.1 any Owner of a unit who relies on a guide, hearing or assistance dog may bring or keep such a dog in a unit, and may bring such a dog onto the common property.

18.3 An Owner of any animal or pet permitted under rule 18.1 or any dog permitted under rule 18.2 must ensure that any part of a unit or the common property that is soiled or damaged by the animal, pet or dog must promptly be cleaned or repaired at the cost of the Owner.

19. **Security**

19.1 An Owner of a unit must:

19.1.1 keep the unit locked and all doors and windows closed and securely fastened at all times when the unit is not occupied, and do all things reasonably necessary to protect the unit from fire, theft or damage;

19.1.2 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 card, security key or security code relates;

19.1.3 not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property; and

19.1.4 notify the Body Corporate as soon as reasonably practicable if rules 19.1.2 or 19.1.3 are breached.

20. **Moving and installing heavy objects**

An Owner of a unit must not, without the prior written consent of the Body Corporate, bring onto or through the common property or any unit, or erect, fix, place or install in any unit, any object of such weight, size, nature or description that could cause any damage, weakness, movement or structural defect to any unit or common property, and any such damage caused or contributed to shall be paid for by the Owner responsible.

21. **Lifts**

An Owner of a unit must comply at all times with any notice or instruction displayed in any lift in the unit title development. If any lift in the unit title development, other than a goods lift, is to be used for carrying anything other than passengers, lift protection equipment supplied by the Body Corporate must be used.

22. **Delivery areas**

22.1 Any part of common property designated by the Body Corporate as an area for the receipt, delivery or other movement of goods, supplies, produce, merchandise, freight, or other articles, including but not limited to a loading dock or lift designed for goods only, (together called "delivery area"), must only be used:

- 22.1.1 by Owners of units or anyone permitted by an Owner;
  - 22.1.2 for the purpose for which it was designed and constructed; and
  - 22.1.3 during certain hours set by the Body Corporate from time to time.
- 22.2 Any delivery area in a unit must only be used by the Owner of the unit or anyone permitted by the Owner and must only be used for the purpose for which it was designed and constructed.
- 22.3 An Owner of a unit that contains a delivery area must not move any goods, supplies, produce, merchandise, freight, or other articles in or out of the unit except through the delivery area.
23. **Hazards, insurance and fire safety**
- 23.1 An Owner of a unit must not bring onto, use, store, or do, in a unit or any part of the common property anything that:
- 23.1.1 increases the premium on or is in breach of any Body Corporate insurance policy for the unit title development; or
  - 23.1.2 is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any Territorial Authority; or
  - 23.1.3 creates a hazard of any kind; or
  - 23.1.4 affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development.
24. **Emergency evacuation drills and procedures**
- An Owner of a unit must cooperate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.
25. **Notice of damage, defects, accidents or injury**
- Upon becoming aware of any damage or defect in any part of the unit title development including its services, or any accident or injury to any person in the unit title development, an Owner of a unit 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.

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

Where a business operating from a unit is subject to the Sale of Liquor Act 1989 or any other statute, regulation or enactment to which the business is subject (together called "statute") the Owner must ensure that the requirements of the statute are complied with at all times and must take all reasonable steps to ensure that the business operation does not interfere with the use and enjoyment of the unit title development by other Owners.

**27. Leasing a unit**

**27.1 An Owner of a unit must:**

27.1.1 provide a full copy of these rules and a full copy of all future amendments to these rules to any tenant or occupier of the unit; and

27.1.2 provide the Body Corporate with written notice of the full name, landline phone number, cell phone number, email address and address for service for the purposes of the Act for the Owner and for all tenants or occupants of the unit, and promptly notify the Body Corporate in writing of any changes to such details.

**28. Owner's Assistance to Developer**

**28.1 Future Development:**

The Owner acknowledges:

28.1.1 the Development is ongoing until it is fully completed. For the avoidance of doubt, "fully completed" means the date the Developer no longer owns land or a unit in the Development; and

28.1.2 the Body Corporate is required to allow the Developer such access to the common property as is necessary or desirable for the Development to proceed; and

28.1.3 the Body Corporate is obliged to allow the Developer to add or alter structures and services forming part of the common property.

The Owner therefore agrees:

28.1.4 to, and hereby allows the Developer access to the unit of that Owner for the purpose of proceeding with the Development. This is provided the Developer has no other reasonable means of proceeding with the Development other than through the Owner's unit. The Developer must give such Owner reasonable verbal notice of its requirement for access and its best estimate of the duration of such access; and provided that the Developer must, without delay, make good any damage or harm to the Owner's unit resulting from such access; and

- 28.1.5 to, and hereby grants, such easements in favour of the Developer over or under the Owner's unit as are required for the Development to proceed or as may be necessary or desirable for the Development, provided to the Developer has no other reasonable means of proceeding with the Development other than by benefiting from such access. The Developer must pay the reasonable expenses incurred by the Owner relating to the grant of any such easement; and
- 28.1.6 not to prevent, hinder or obstruct the use by the Developer of the common property, the addition, or alteration of structures or services forming part of the common property by the Developer, or the granting of any interests in the common property by the Body Corporate to the Developer.
- 28.2 In exercising any of its rights pursuant to clause 28.1, in respect of the common property the Developer must:
- 28.2.1 act reasonably; and
- 28.2.2 first provide 30 days written notice to the Body Corporate of its intention to invoke any of the provisions of clause 28.1, that notice to set out in detail the proposed further development of the Development and any likely effects on relevant units. At the request of the Body Corporate following provision of such notice, the Developer will consult with the Body Corporate as to any reasonable concerns of Owners about such further development.
29. **Design Approval**
- 29.1 Before making any alterations, additions, or improvements to his or her or their unit that would materially affect other units or the common property, or obtaining any consent from any local authority in respect of such alterations, additions, or improvements, an Owner must obtain written consent from the Body Corporate.
- 29.2 The Body Corporate's consent will be contingent upon the Owner obtaining the approval of the Design Control Committee.
- 29.3 **Design Control Committee:** The Design Control Committee's approval shall not be unreasonably withheld or delayed where the design complies with, in the following order of priority:
- 29.3.1 the District Plan;
- 29.3.2 any bylaws made under the Constitution of the Clearwater Resort Owners Society Incorporated (as amended or added to from time to time); and
- 29.3.3 any relevant Design Guidelines.

- 29.4 **Approval Costs:** All costs of the design approval process (including without limitation, any disbursements, or professional charges of an Owner of the Design Control Committee) shall be met by the Owner seeking the approval.
- 29.5 **Body Corporate:** The Owner must notify the Body Corporate of his or her intention to carry out any additions or structural alterations before the commencement of any work.
- 29.6 Any additions or alterations must not materially affect any other unit or the common property without the written consent of the Body Corporate.



**SCHEDULE 13**

**PRE-CONTRACT DISCLOSURE STATEMENT**

**Form 18**  
**Pre-contract disclosure statement**  
*section 146, Unit Titles Act 2010*

**Unit plan:** DP 569303

**Body Corporate  
Number:** 569303

**Unit Number:** Principal Unit 7; Accessory Unit 90

**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 Tenancy Services website: [www.tenancy.govt.nz](http://www.tenancy.govt.nz)*
- *the Ministry of Business, Innovation and Employment 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 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 (eg, 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 or may request some, but not all, of the information required to be in an additional disclosure statement (specific prescribed information) 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	Ministry of Business, Innovation and Employment  www.tenancy.govt.nz  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	The body corporate of the unit title development
Land Information Memorandum	Your local council

For detailed information on any of the above matters relating to your specific circumstances, the Ministry of Business, Innovation and Employment recommends you obtain independent legal advice from your lawyer.

**Information about the unit**

- 4 The amount of the contribution levied by the body corporate under section 121 of the Unit Titles Act 2010 in respect of the units is \$5,020.00.
- 5 The period covered by the contribution in paragraph 4 is 1 January 2023 to 30 June 2023.
- 6 The body corporate proposes to levy \$10,040.00 under section 121 of the Act in the next 12 months.
- 7 The body corporate proposes to carry out the following maintenance on the unit title development in the next 12 months:  

Landscape maintenance (common areas).
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- 8 The body corporate has the following accounts:  

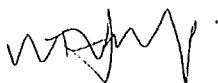
ASB Current Account (\$6,526.25).
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- 9 Under section 148 of the Unit Titles Act 2010, a buyer may request an additional disclosure statement or may request some, but not all, of the information required to be in an additional statement (specific prescribed information) 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 \$250.00.
- 10 *Select the statement that applies:*

~~The unit or the common property is, or has been, the subject of a claim under the Weathertight Homes Resolution Services Act 2006 or other civil proceedings relating to water penetration of the buildings in the unit title development.~~

~~or~~

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.

Date: 31 May 2023



Signed by:

\_\_\_\_\_  
Michael Sharp  
THC Group Limited