ADDITIONAL INFORMATION

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Pocklington

REAL ESTATE

NOTICE OF CHANGE OF RULES

To: The District Land Registrar
NORTH AUCKLAND REGISTRY

NOTICE IS HEREBY GIVEN that the rules of Body Corporate Number 385495 were on the day of 2007 duly amended by repealing the rules set out in the second and third schedules of the Unit Titles Act 1972 and replacing them with the rules annexed:

AND IT IS HEREBY CERTIFIED that the rules annexed have been duly authorised and approved by a unanimous resolution of all the proprietors who together constitute the said Body Corporate.

DATED at Auckland this day of 2007

Body Corporate 385495 by its
Sole registered proprietor **IMPACT DEVELOPMENTS LIMITED** by:

_____
Max Wright – Director

_____
Lorraine Davidson - Director

FIRST SCHEDULE

The Second and Third Schedules of the Unit Title Act 1972 are hereby deleted, and the following Schedules substituted thereto

RULES OF BODY CORPORATE NO. 385495
RIPIRO DRIVE BAYLYS BEACH

1 INTERPRETATION

In these Rules unless the context otherwise requires:

1.1 Definitions:

"Act" means the Unit Titles Act 1972 and includes any statutory modification or re-enactment of that Act;

"Authority" means a governmental, local or statutory authority having jurisdiction over or authority for the Development or a Unit;

"Body Corporate" means Body Corporate Number 385495
"Car park" means an accessory unit designed or designated for use for the parking of motor vehicles;
"Committee" means the committee from time to time appointed by the Body Corporate;
"Common Property" means those parts of the Development described as common property on the Unit Plan;
"Defaulting Proprietor" means a Proprietor whose Unit substantially benefits from any repair, work or act carried out by the Body Corporate under the Act or these Rules and who has failed to pay the share of expenditure allocated to that Proprietor by the Body Corporate in respect of that repair, work or act;
"Development" means the buildings, structures and other improvements on the Land;
"Land" means the land which is the subject of the Unit Plan;
"Proprietor" has the same meaning given to that term by the Act;
"Rules" means these rules as amended from time to time;
"Secretary" means the secretary for the time being of the Body Corporate;
"Unit" means a principal unit on the Unit Plan and:

a) unless the context otherwise requires, includes all accessory units attached to that principal unit; and
b) in relation to any obligation or duty of a Proprietor or occupier means the principal unit and accessory unit(s) owned or occupied by that Proprietor or occupier;

"Unit Entitlement" has the same meaning given to that term by the Act; and
"Unit Plan" means unit plan number 385495

1.2 Defined Expressions: Expressions defined in the interpretation section of these Rules have the defined meaning in the whole of these Rules;

1.3 Headings: Clause and other headings are inserted for ease of reference only and shall not affect the interpretation of these Rules;

1.4 Plural and Singular: Words importing the singular or plural shall include the plural and singular respectively; and

1.5 Negative Obligation: Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.

SECOND SCHEDULE RULES
Rules that may be Amended by Unanimous Resolution

2 RULES THAT MAY BE AMENDED BY UNANIMOUS RESOLUTION

2.1 Duties of Proprietor: A Proprietor shall in relation to the Unit:

2.1.1 Right of Entry: Permit the Body Corporate and its agents and employees to enter the Unit at all reasonable times, and at any time in the case of an emergency, for any of the following purposes:

a) viewing the condition and state of repair of the Unit;
b) installing, maintaining, repairing or renewing pipes, ducts, cables, systems, services and other plant or equipment in, on or passing through the Unit or capable of being used in connection with the enjoyment of any other Unit or the Common Property;
c) maintaining, repairing, cleaning, repainting, redecorating or renewing any part of the Common Property;
d) ensuring that these Rules are being observed; and
e) carrying out any repairs or maintenance where a Proprietor neglects or fails to do so.

2.1.2 Legal Requirements: Comply with all legal requirements for the time being in force in the area in which the Unit is situated as they relate to the use, occupation, or enjoyment of the Unit;

2.1.3 Requirements of Authorities: Carry out any work that may be ordered by any Authority in respect of the Unit to the satisfaction of that Authority;

2.1.4 Rates and Taxes: Pay all rates, taxes, charges, and other outgoings from time to time payable in respect of the Unit to the relevant Authority and all sums properly levied in respect of the Unit by the Body Corporate;

2.1.5 Maintenance: Repair and maintain the proprietor's unit and any accessory unit, and keep the same in sufficiently good order, repair and condition to ensure that no damage or harm shall ensue to the common property or any other unit.

2.1.6 Additions and Alterations: Not make any additions or structural alterations to the unit (including alterations to installations for the supply of gas, water or electricity), nor erect any fence structure, building or shed on any unit or part thereof or in any way alter the elevation or external appearance colour or decoration thereof without the consent in writing of the Body Corporate.

2.1.7 External Appearance: Not alter the colour scheme or external appearance of the Unit without first obtaining the consent in writing of the Body Corporate;

2.1.8 Regulations: Comply with any regulations adopted by the Body Corporate relating to the control, management, security, safety, care, operation, cleanliness and use of the Unit and the Development.

2.1.9 Building Manager: Not interfere with or obstruct the Building Manager from performing the Building Manager's duties or interfere with or obstruct the Building Manager from using any part of the common property designated by the Body Corporate for use by the Building Manager.

2.1.10 Visitor Parking: Not park or allow any other person to park or cause to be parked any motor vehicle other than in the places other than those marked "visitor parking" as designated by the Body Corporate.

2.1.11 **Observance of the Rules:** Observe and comply and procure the observance and compliance by the proprietor's visitors, agents, servants and tenants with the rules of the Body Corporate.

POWERS AND DUTIES OF THE BODY CORPORATE

2.2 **Duties of Body Corporate:** The Body Corporate shall:

2.2.1 **Repair of Common Property:** Repair, maintain, clean, repaint, redecorate and renew when required all parts of the Common Property (including entranceways, stairs, lifts, fire escapes), fences, grassed areas, gardens, paved and sealed areas, plumbing, drainage, electrical, fire protection and other systems and services) used or intended for use or enjoyment in connection with the Common Property, and any chattels, fixtures and fittings attached to or intended for use with the Common Property or enjoyment thereof;

2.2.2 **Repair of Services:** Repair and maintain all pipes, wires, ducts, cables, systems, services and other plant and equipment which may be reasonably necessary for the enjoyment of an incidental right which may from time to time exist by virtue of section 11 of the Unit Titles Act of 1972;

2.2.3 **Produce Insurance Policy:** On request, produce to any Proprietor or any person authorised in writing by any Proprietor of any Unit, all insurance policies effected by the Body Corporate under the provisions of section 15 of the Act and the receipt for the last premium paid for such insurance;

2.3 **Powers of Body Corporate:** The Body Corporate may:

2.3.1 **Borrow Money:** Borrow any money necessary to enable it to adequately perform its duties or exercise its powers;

2.3.2 **Invest Money:** Invest any money for the time being held by it (whether in a fund established under section 15 of the Act or otherwise) in any of the modes for the time being authorised by the law for the investment of trust funds;

2.3.3 **Bank Account:** Establish a current account at a bank and nominate three persons (including the Secretary) of whom any two may operate the account;

2.3.4 **Amenities and Services:** Enter into any agreement with a Proprietor, or an occupier of any Unit, for the provision of amenities or services:

a) by the Body Corporate to that Proprietor or occupier; or
b) by a Proprietor or occupier to the Body Corporate or to a proprietor or occupier of another Unit;

2.3.5 **Rights over Common Property:** Grant to a Proprietor or to anyone claiming through that Proprietor any special privilege (not being a lease) in respect of the enjoyment of part or parts of the Common Property provided that any such grant shall be terminable by special resolution;

2.3.6 **Management Agreement:** Enter into any agreement with a manager (who may be a Proprietor) for a fixed term, for the carrying out and management of the duties of the Body Corporate at such remuneration and on such terms and conditions as the Body Corporate may approve;

2.3.7 **Appearance, Landscaping and Signs:** Decide on and implement schemes for the exterior appearance and landscaping of the Units and for signs to be erected or painted on the Common Property; and

2.3.8 **Levy Defaulting Proprietors:** Levy and require payments solely from a defaulting unit proprietor without the necessity of making an application pursuant to section33 of the Unit Titles Act 1972 or apportioning the liability to the unit proprietors as a whole of any fees, costs or expenditure incurred in the recovery of a contribution or other lawful payment from such defaulting unit proprietor. For the purposes of this paragraph a "defaulting unit proprietor" shall mean a proprietor whose unit or units substantially benefit from any repair work or act carried out by the body Corporate in pursuance of the Unit Titles Act 1972 or by or under any other Act and that proprietor does not pay the share of expenditure allocated to the proprietor by the Body Corporate and also includes a proprietor whose negligent act or omission or breach of the rule by the proprietor or by such proprietor's tenant, lessee, licensee or invitee necessitates any repair work or act to be carried out by the Body Corporate.

2.3.9 **Repair of Exterior:** Repair, maintain, clean, repaint and redecorate the exterior of the buildings, structures and other improvements comprised in the Development;

COMMITTEE OF THE BODY CORPORATE

2.4 **Committee of the Body Corporate:** The powers and duties of the Body Corporate shall be exercised and performed by a Committee, subject to any restriction imposed or direction given at a general meeting of the Body Corporate provided that any expenditure of over $5000.00 not being expenditure which the Body Corporate is legally obliged or previously authorised to incur, shall be referred to a general meeting; and if the share of the proprietor or proprietors of any principal unit in any expenditure that is referred to a general meeting exceeds $1,000.00 that expenditure shall not be incurred unless it is approved by at least a three-fourths majority of votes.

2.5 **Membership of Committee:** The initial Committee shall comprise Impact Developments Limited as owner of all the units. Thereafter, the Committee shall comprise of such number of proprietors, not being fewer than two, as is fixed from time to time by the Body Corporate at an annual general meeting.

2.6 **Election of Committee Members:** The members of the Committee shall be elected at each annual general meeting and shall hold office until the next annual general meeting. The Body Corporate may by resolution at an extraordinary general meeting remove any member of the Committee before the expiration of the term of office of that member and appoint another person in place of the member removed to hold office until the next annual general meeting.

2.7 **Casual Vacancies:** Any casual vacancy on the Committee may be filled by the remaining members of the Committee.

2.8 **Quorum:** The quorum necessary for the transaction of the business of the Committee may be fixed by the Committee and, unless fixed, shall be two if there are not more than six members and three otherwise.

2.9 **Temporary Quorum:** If the number of Committee members is reduced below the number which would constitute a quorum, the remaining members may act for the purpose of increasing the number of members to that number or of summoning a general meeting of the Body Corporate, but for no other purpose.

2.10 **Voting:** At meetings of the Committee all matters shall be decided by a simple majority of votes. In the case of an equality of votes the chairperson for the time being of the meeting shall not have a second or casting vote.

2.11 **Powers of Committee:** Subject to any restriction imposed or direction given at a general meeting, the Committee may:

2.11.1 **Conduct of Business etc:** Meet for the conduct of business, adjourn, and otherwise regulate its meetings as it thinks fit provided that it shall meet when any member of the Committee gives to the other members not less than seven days' notice proposing a meeting and specifying the reason for calling the meeting;

2.11.2 **Agents and Employees:** Appoint or employ for and on behalf of the Body Corporate such agents and employees as the Committee thinks fit in connection with the control, management, and administration of the Common Property, and the exercise and performance of the powers and duties of the Body Corporate;

2.11.3 **Convener:** From time to time elect one of its members to act as convener of the Committee; to act as Chairperson of the committee

2.11.4 **Delegate Powers:** Delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation; and

2.11.5 **Extraordinary General Meetings:** Whenever it thinks fit, convene an extraordinary general meeting of the Body Corporate.

2.12 **Duties of Committee:** The Committee shall:

2.12.1 **Accounts:** Keep proper accounts and records of all money received and spent by the Body Corporate;

2.12.2 **Body Corporate Accounts:** Keep proper accounts of money of the Body Corporate, and the income and expenditure of the Body Corporate (provided that the Committee may by resolution decide whether or not such accounts shall be audited by an independent auditor);

2.12.3 **Distribution of Accounts:** Arrange for a copy of the annual accounts of the Body Corporate to be sent to each Proprietor before each annual general meeting of the Body Corporate, and for the accounts to be presented to each annual general meeting of the Body Corporate;

2.12.4 **Extraordinary General Meetings:** On a requisition in writing made by Proprietors entitled to 50% of the aggregate Unit Entitlements of all of the Units, convene an extraordinary general meeting of the Body Corporate;

2.12.5 **Inspection of Accounts:** On application by a Proprietor, or a mortgagee of a Unit or any person authorised in writing by either of them, make the Bodies Corporate accounts and the Committee's minutes available for inspection at all reasonable times;

2.12.6 **Keep Minutes:** Keep accurate minutes of its proceedings; and

2.12.7 **Minutes of General Meetings:** Keep accurate minutes of general meetings of the Body Corporate, and include a record of all resolutions passed.

2.13 **Validity of Acts of Committee:** Except as provided in Rule 2.9, no act or proceeding of the Committee or of any person acting as a member of the Committee shall be invalidated because of a vacancy in the Committee at the time of that act or proceeding, or because of the subsequent discovery that there was some defect in the election or appointment of any person so acting, or that such person was incapable of being or had ceased to be such a member.

GENERAL MEETINGS OF BODY CORPORATE

2.14 **Annual General Meetings:** A general meeting of the Body Corporate to be called the annual general meeting shall in addition to any other meeting, be held at least once every calendar year and not more than 15 months after the holding of the preceding annual general meeting. The first annual general meeting shall be held within three months after the date of deposit of the Unit Plan.

2.15 **Extraordinary General Meetings:** All general meetings of the Body Corporate other than annual general meetings shall be called extraordinary general meetings.

2.16 **Notice of General Meetings:** At least seven days' notice of every general meeting of the Body Corporate specifying the place, date and hour of the meeting, and the proposed agenda shall be given by the Secretary to all persons entitled to exercise a vote in accordance with the provisions of section 41 of the Act and Rule 2.23, provided that an accidental omission to give notice to anyone so entitled shall not invalidate any proceedings at any such meeting.

2.17 **Service of Notices:** Any notice required to be given under Rule 2.16 shall be sufficiently given if delivered personally to the person concerned or, if left or sent by letter posted to the person concerned at the last address of that person notified to the Body Corporate, or if no address has been notified, at that person's last known place of residence or place of business in New Zealand.

2.18 **Quorum:** At a general meeting of the Body Corporate, the persons entitled, on an ordinary resolution, to exercise the voting power in respect of not less than one third of the total Unit Entitlements shall constitute a quorum.

2.19 **No Business Unless Quorum Present:** Except as otherwise provided in these Rules, no business shall be transacted at any general meeting of the Body Corporate unless a quorum is present.

2.20 **Failure to Obtain Quorum:** If within half an hour from the time appointed for a general meeting of the Body Corporate a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the number of persons present and entitled to vote at the expiration of that half hour shall constitute a quorum.

2.21 **Chairperson:** At a general meeting of the Body Corporate, the chairperson shall be the Body Corporate secretary, or if no Body Corporate secretary has been appointed, the chairperson shall be the chairperson of the owner's committee, or, in the absence of such person, the chairperson shall be the convenor of the meeting. If there is no convenor, or if the convenor is not present or is unwilling to act, a chairperson shall be elected at the commencement of the meeting.

2.22 **Determination of Matters:** Except as otherwise provided by the Act or these Rules, all matters at a general meeting of the Body Corporate shall be determined by a simple majority of votes. In the case of equality of votes the chairperson for the time being shall not have a casting vote or additional vote.

2.23 **Number of Votes:** Subject to the provisions of the Unit Titles Act 1972, at any general meeting of the Body Corporate:

a) Where a unanimous resolution is required each person who is a proprietor shall be entitled to exercise one vote.

b) In all other cases one vote only shall be exercised in respect of each principal unit, and no separate vote may be exercised in respect of any accessory unit.

c) Any proprietor which is a company or other incorporated body may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Body Corporate or committee, provided however that the company or other incorporated body shall notify the Body Corporate of the name of the person so authorised, and that person may exercise if it were an individual person.

2.24 **Polls:** At any meeting of the Body Corporate any person present and entitled to vote on the matter that is under consideration may demand a poll. Where a poll is demanded or a special resolution is before the meeting, each vote shall correspond in value with the unit entitlement of the principal unit and accessory unit (if any) in respect of which it is exercised. In all other cases each vote shall be of equal value.

2.25 **Evidence of Resolutions:** The result of the poll shall be deemed to be the resolution of the meeting at which it was demanded. Where a poll is not demanded, a declaration by the chairperson that a resolution has been carried shall be conclusive evidence of that fact without proof of the number or proportion of votes recorded for or against the resolution.

2.26 **Proxies:** Any vote to be cast at a general meeting of the Body Corporate may be exercised personally or by a proxy appointed in writing. Where two or more persons are jointly entitled to exercise one vote and wish to do so by proxy, that proxy shall be jointly appointed by them and may be one of them. If only one of those persons is present at a general meeting and the other persons have not appointed a proxy, then that person present may exercise the vote.

2.27 **Arbitration:** If there is an equal number of votes for and against any matter, that matter shall be referred to a single arbitrator where the Proprietors can agree on one, and otherwise to two arbitrators, one to be appointed by each group of Proprietors to the matter of difference and, if the arbitrators are unable to agree, then to their umpire to be appointed by them before entering on consideration of the matter submitted to them. In either case the arbitration shall be conducted in accordance with the provisions contained in the Arbitration Act 1996 and its amendments and the decision of the arbitrator, arbitrators or their umpire shall be final and binding on all Proprietors and on the Body Corporate.

2.28 **Payment of Amounts Due to Body Corporate:** Except where a unanimous resolution is required, a power of voting for a Unit shall not be exercised unless all amounts due and payable under the Act to the Body Corporate for the Unit in respect of which the vote is exercisable have been paid.

2.29 **Secretary:** A Secretary (who may or may not be a Proprietor) shall be appointed by the Body Corporate at its first annual general meeting for such term, at such remuneration, and on such conditions as the Body Corporate may approve. Any Secretary so appointed may be removed by the Body Corporate, either at an annual general meeting, or at an extraordinary general meeting called for that purpose. At any such meeting the Secretary shall have the right to attend and be heard.

2.30 **Duties of Secretary:** The duties of the Secretary shall be to:

2.30.1 **Accounts and Records:** Keep proper accounts and records which shall record true and complete records of the affairs and transactions of the Body Corporate; and

2.30.2 **Other Duties:** Carry out such other duties as may be delegated to the Secretary by the Body Corporate.

2.32.3 **Financial Position:** The secretary shall in each year prepare a statement of financial position showing the Bodies Corporate financial dealings during that year, and shall, within 6 months after each annual meeting, send a copy of the latest statement of financial position to every proprietor.

2.31 **Resolution by Minute Book Entry:** Notwithstanding anything to the contrary contained in these Rules:

2.31.1 **Resolution:** Anything that may be done by the Body Corporate by resolution or special resolution passed at a meeting of the Body Corporate may be done by the Body Corporate by means of an entry in its minute book signed by each Proprietor without a meeting or any prior notice being required;

2.31.2 **No Requirement to Hold Meeting:** It shall not be necessary for the Body Corporate to hold an annual general meeting if everything required to be done at that meeting by resolution, or special resolution is, within the time prescribed for the holding of the meeting, done by means of an entry in its minute book in accordance with this Rule;

2.31.3 **Signature of Proprietor:** Any entry in the minute book may be signed on behalf of a Proprietor by an agent duly authorised in writing by that Proprietor; and

2.31.4 **Entry to be Conclusive:** For the purpose of this Rule any entry signed in accordance with this Rule and permanently fixed in the minute book and purporting to have been signed for the purposes of becoming an entry shall be deemed to be an entry accordingly, and any such entry may consist of several documents in the same or similar form, each signed by or on behalf of the Proprietors.

MISCELLANEOUS

2.32 **Common Seal:** The common seal of the Body Corporate shall not be used without the authority of the Body Corporate. Whenever the seal is affixed to an instrument, the affixing of the seal shall be witnessed either by two Proprietors or by one Proprietor and the Secretary or, where an administrator OR Body Corporate Secretary has been appointed or there is only one Proprietor, by the administrator or that Proprietor.

2.33 **Section 36 Certificates:** Notwithstanding the provisions of Rule 2.33 the Secretary may in the name of and on behalf of the Body Corporate give certificates under section 36 of the Act to any person authorised in writing by any Proprietor to request such certificate and where such certificate is given then:

a) the common seal of the Body Corporate may be affixed to the certificate without further or other authority.
b) the affixing of the common seal to the certificate may be witnessed solely by the secretary alone.

2.34 **Special Resolution:** For the purposes of these Rules a special resolution means a resolution proposed at a general meeting of the Body Corporate of which at least 14 days' notice specifying the intention to propose the resolution as a special resolution has been given.

2.35 **Voting:** Where a resolution is proposed as a special resolution, the vote of the meeting shall be taken in the same way as if it had been proposed as an ordinary resolution and a poll had been demanded. A special resolution shall be deemed not to be carried unless the persons entitled to exercise not less than 75% of the total Unit Entitlement of all Units vote in favour of it.

2.36 **Notice to Secretary:** Where the Body Corporate resolves to:

2.36.1 **Increase Fund:** Increase any fund established;

2.36.2 **Establish New Fund:** Establish any new fund; or

2.36.3 **Levy Further Contributions:** Levy further contributions on Proprietors;

The resolution or resolutions shall be unenforceable and of no effect until written notice of the resolution or resolutions has been given to the Secretary, provided that this Rule shall not apply if the Body Corporate does not have a Secretary.

THIRD SCHEDULE RULES
Rules that May be Amended by Majority Resolution of Body Corporate

3 RULES THAT MAY BE AMENDED BY UNANIMOUS RESOLUTION

3.1 Restriction on Use: A Proprietor shall not:

3.1.1 Principal Units: Use or occupy a Unit for any purpose other than as a private residence or serviced apartment or such other use as approved by the Committee, provided however that such use:

i) does not materially affect the use of the Units as private residences
ii) does not make undue noise or emit noxious fumes or smells
iii) is not illegal or a business of ill repute, and is otherwise permitted under all relevant local authority bylaws and regulations
iv) otherwise complies with paragraph 3.2 herein

3.1.2 Accessory Units: Use or occupy any accessory unit for any purpose other than the purpose for which it was designed or constructed.

3.2 Illegal Purposes: A Proprietor shall not use any Unit or any part of the common property in such a manner that it may be illegal or harmful to the reputation of other Proprietors or which may interfere with the peaceful enjoyment by other proprietors and their families and visitors or the efficient management of the Development.

3.3 Obstruction of Common Property: A Proprietor shall not obstruct or use any part of the Common Property comprising an entrance or access way for any purpose other than for entering or leaving the Development.

3.4 Aerials: Except with the prior written consent of the Body Corporate a Proprietor shall not erect any exterior radio or television aerial. The Body Corporate may revoke or vary any consent previously given if it considers that the rights or interests of any Proprietor are adversely affected by any exterior aerial.

3.5 Detraction from the External Appearance: A Proprietor shall not drape, display or hang any laundry, towels or clothing or other item in such a way as to be visible from the common property or roadway which may detract from the quality and tidy appearance of the unit development.

3.6 Contractors: A Proprietor shall not, except in the case of an emergency,

i) employ any person for the purpose of repairing or altering or making good any part of any Unit or any services to any Unit other than a person approved by the Committee and working under the supervision of the Committee, which may specify conditions under which the work shall be carried out. Nothing in this rule shall prevent a Proprietor from employing an interior decorator for the purpose of redecorating the interior of any Unit.

ii) directly instruct any contractor or workers employed by the Body Corporate unless specifically authorised by the committee to do so.

3.7 Windows: All windows shall be kept clean and if broken or cracked shall be promptly replaced by the Proprietor of the Unit (at the expense of the Proprietor or occupier) with new glass of the same quality and weight.

3.8 Window Coverings: A Proprietor or occupier of a unit shall not erect external blinds or hang curtains and/or blinds visible from the outside of the unit unless those curtains have a neutral backing to present a uniform and orderly appearance when viewed from the outside of the unit development.

3.9 **Proprietors not to Waste Water:** A Proprietor shall not waste water and shall ensure that all water taps in the Unit are properly turned off after use.

3.10 **Use of Plumbing etc:** Toilets, sinks, dishwashers, and any other apparatus or equipment attached to the water supply or drains and all supply and waste pipes and drains, shall only be used for the purpose for which they were constructed. Any damage or loss caused or cost incurred by misuse or negligence shall be borne by the Proprietor of the Unit in which the damage, loss or misuse occurred.

3.11 **Notice of Defects:** A Proprietor shall notify the Body Corporate immediately on becoming aware of any defect or damage to any part of the Development or any of its services. The Body Corporate may carry out such repairs as the Body Corporate considers necessary for the safety and preservation of the Development and shall be entitled to recover the costs of the repairs from a Proprietor if the act or neglect of that Proprietor necessitated the repairs.

3.12 **Cleaning:** All units shall be kept cleaned and maintained in a manner appropriate to a quality residential accommodation and take all practical steps to prevent infestation by vermin and/or insects.

3.13 **Rubbish:** A Proprietor on a unit shall not:

3.13.1 **Use of Wheelie bins:** Place any rubbish on any common area or in any part of his or her unit visible from the common property or roadway or in any place or way which from the amenities of the unit development and other than in "wheelie" bins or other purpose built receptacle. Wheelie bins and receptacles shall be kept out of sight other than for such particular time as they are required to be accessible for collection. In that regards wheelie bins and other receptacles shall be left for emptying adjacent to a public road and any other area as specified from time to time by the committee.

3.13.2 **Useless property:** Deposit useless property on the common property. The cost of removing any rubbish or useless property form the common property shall be born by the proprietor responsible.

3.14 **Animals:** A proprietor shall not keep or allow any animal or allow any animal without the prior consent of the committee of the Body corporate which consent may at any time be withdrawn.

3.15 **Fire Hazards:** A Proprietor shall not do or keep anything in the Unit or any part of the Development which may create a fire hazard, or which increases the cost of fire insurance on the Development, or which may contravene the fire regulations, or the requirements of any Authority.

3.16 **Conduct and Noise:** A Proprietor shall not make any objectionable noise in the Development or on the Common Property nor interfere in any way with the peaceful enjoyment of other Proprietors or their employees, agents, invitees, licensees and tenants. In particular, a Proprietor, tenant or occupier shall ensure that the volume of revelry, musical instruments, radio or television receivers, stereo equipment or any other electronic device or medium shall not be operated in such a manner as to be audible in any other unit and shall immediately cease to operate the same between the hours of 11 pm and 7am if requested to do so by the site building manager, body corporate secretary or proprietor of any other unit. This restriction shall apply to all Principal and Accessory Units. The action of a Proprietor's tenant, invitee, occupier or agent shall be deemed to be the action of a Proprietor for the purpose of this clause.

3.17 **Heavy Objects:** A Proprietor shall not, without the prior written consent of the Body Corporate, install, move into or remove from the Development or the Unit any object of such weight, nature or description as shall impose on any part of the Development any stress likely to damage, weaken or cause any structural defect. All damage done by installing, moving or removing any object shall be made good at the cost of the Proprietor who has caused the damage. At least 24 hours' notice in writing of the intention to move or remove any heavy object shall be given to the Committee, and the moving of the object shall only be done under the supervision of a responsible person approved by the Committee.

3.18 **Security:** A Proprietor shall keep the Unit secure and all doors and windows locked and fastened whenever the Unit is unoccupied.

3.19 **Leasing:** A Proprietor shall:

3.19.1 **Notice of Rules:** Give a copy of these Rules (and any amendments) to any tenant or occupier of the Unit; and

3.19.2 **Notify Committee:** Notify the Committee of the names and telephone numbers of all tenants and occupiers of the Unit; and

3.19.3 **Attach lease:** Procure the tenant or occupier to execute a lease of the Unit incorporating the then current Rules and a covenant to abide by and comply with the Rules. The Proprietor shall indemnify the Body Corporate against any claims, losses, damages and any other matter whatsoever arising from a breach of the tenant or occupier of the Rules.

3.20 **Emergency Contact:** A Proprietor shall advise the Committee of the Proprietor's private address and telephone number or, if the Proprietor is a corporation, of the private address and telephone number of the secretary or some other responsible person employed by the Proprietor, and shall keep the Body Corporate promptly informed of any change in such address or telephone number.

3.21 **Recovery of Funds Spent to Rectify Breach:** Where the Body Corporate expends money to make good any damage or loss caused by a breach of the Unit Titles Act 1972 or of these rules by any proprietor or occupier of a unit or the guests, servants, employees, agents, children, invitees, tenants or licensees of the proprietor or occupier of a unit or any of them, the committee shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the proprietor of the unit at the time when the breach occurred together with the Bodies Corporate legal costs on a solicitor / client basis.

3.22 **Fire Drills and Evacuation Procedures:** The Body Corporate may require Proprietors to perform fire drills, and observe all necessary and proper emergency evacuation procedures. Proprietors shall cooperate with the Body Corporate in observing and performing such procedures.

3.23 **Special Rules for Common Property:** The Committee may make special rules relating to use and enjoyment of the Common Property. Such rules shall not be inconsistent with these Rules and shall not derogate from any lease or easement in respect of the Common Property granted by the Body Corporate in accordance with the Act.

3.24 **Car park's:** A Proprietor of a Car park shall:

3.24.1 **Use:** use the Car park only for the purpose of parking cars belonging to or used by the Proprietor and shall not park more than one car in any Car park; any such car is to be able to be operated at any time, should be fully registered and have a current warrant of Fitness.

3.24.2 **Position:** ensure that all cars parked by the Proprietor shall be parked completely within the marked lines of the Car park;

3.24.3 **Spillage of Oil:** Not spill oil or any other harmful substance on any Car park or any other part of the Development;

3.24.4 **Comply with Rules:** Comply with any reasonable rules, regulations and procedures made by the Body Corporate as to the marking and identification of cars used by any persons entitled to park cars in the Car parks, the procedures to be followed as to the driving and parking of cars in the Car parks, or as to any other matter which the Body Corporate may reasonably consider necessary for the control, safe use and enjoyment of the Car parks;

3.24.5 **Manoeuvring:** Ensure that the manoeuvring of motor vehicles in the Development is conducted in a safe and responsible manner so as not to cause undue interference to other Proprietors; and

3.24.6 **Maintenance:** No maintenance or repair work shall be carried out on any motor vehicle, boat, vehicle or apparatus in any such places or on the common property.

3.25 **Removal of Obtrusive Objects:** The body corporate shall have the right to remove any motor vehicle parked or any article stored on any part of the building in contravention of the rules and recover the costs of the removal and storage (if any) of such motor vehicle or article from the owner thereof and neither the body corporate nor any servant nor agent to the body corporate employed for such purpose shall be under any liability to any person for any damage resulting from the removal or subsequent storage) of any such motor vehicle or article.

3.26 **Occupiers etc:** The duties and obligations imposed by these Rules on Proprietors shall be observed not only by Proprietors but also by the occupiers of the Units and the employees, agents, invitees, licensees and tenants of Proprietors and occupiers.

3.27 **Breaches and Penalties:** Any person who fails to comply with any of these Rules or with any rules or regulations made under these Rules or with any lawful direction given by or on behalf of the Body Corporate shall be in breach of these Rules and must remedy that breach on becoming aware of it and in any event within seven days of receiving notice of it from the Body Corporate.

3.28 **Signs:** A Proprietor shall not exhibit, paint, affix, display or put on any part of the outside of any units any "for sale" or real estate agents sign of hoarding (other than one per unit inside a window), trade business or professional or advertising sign or any notice or name board or banner or plate.

3.29 **Expenses:** Where the Body Corporate expends money to make good any damage or loss caused by a breach of the Unit Titles Act 1972 or of these rules by any proprietor or occupier of a unit or the guests, servants, employees, agents, children, invitees, tenants or licensees of the proprietor or occupier of a unit or any of them, the committee shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the proprietor of the unit at the time when the breach occurred.

3.30 **Garden Areas:**

3.30.1 **In a Principal or accessory unit:** The garden areas in or on a proprietor's unit and/or accessory unit shall be kept planted and maintained by the proprietor in the best possible standard to ensure a consistent and pleasing appearance from the street and from other units and the common property. A proprietor shall not plant any variety of trees, shrubs or plants which would or would be likely to adversely affect the light or view of any unit.

3.30.2 **Common Area:** A proprietor shall not cut, trim, prune or damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property or use for his or her own purposes as a garden any portion of the common property except with the prior written consent of the Body Corporate.

3.31 **Matters to be directed to the Secretary:** All notifications and requests for consideration of any particular matter to be referred to the Committee or to the Body Corporate shall be directed in the first instance to the Secretary.

3.32 **Contact Details:** The proprietor of a unit shall advise the Body Corporate of the private address (if different from the unit) and telephone number of the proprietor or occupier or if the proprietor or occupier is a corporation then of the manager, secretary or other responsible person employed by the proprietor or occupier and shall keep the Body Corporate promptly informed of any change of such address or telephone number. The Body Corporate shall at all times keep such information confidential except as required by law.

3.33 **Offensive Language or behaviour:** A proprietor or occupier of a unit or their families, guests and invitees shall not use language or behaviour in a manner reasonably likely to cause offence or embarrassment to any other proprietor.

3.34 **Construction of a Unit:** These third schedule rules shall not apply and/or shall be interpreted with the reasonable latitude necessary to enable a proprietor or occupier or Contracting proprietor who shall be in the course of permitted construction or development in their unit to carry out and complete such works notwithstanding that they may temporarily interfere with the peaceful enjoyment of other units.

Body Corporate Rules & Owner Information

The following information provides an overview of the arrangements, responsibilities and rules that apply to owners, tenants and guests within the Body Corporate.

1. Body Corporate & Meetings

An Annual General Meeting (AGM) is held each year, with assistance from de Bruin Accountants.

Each apartment has one vote.

Decisions relating to maintenance, repairs and improvements are agreed by the Body Corporate members.

Where there is disagreement about an apartment rule, a majority decision applies.

2. Long-Term Maintenance

Under the Unit Titles legislation, the Body Corporate is required to have a 10-year Long-Term Maintenance Plan (LTMP) and associated fund.

The LTMP helps the Body Corporate plan and budget for major and cyclical maintenance.

Gardening and other cyclical maintenance requirements will be discussed at the AGM and incorporated into the long-term maintenance planning where appropriate.

3. Body Corporate Contributions

Long-Term Maintenance Contribution

Each owner currently contributes $250 per quarter to the Body Corporate's Kiwibank account for cyclical and long-term maintenance.

When an apartment is sold, the outgoing and incoming owners are responsible for agreeing how any remaining contribution is dealt with as part of the sale and purchase arrangements.

Monthly Body Corporate Contribution

The current monthly contribution is $150 per apartment, as approved at the 2024 AGM.

This covers regular ongoing costs such as:

Lawn and garden maintenance

External communal lighting

Sewerage expenses, where funds permit

Other agreed Body Corporate expenses

Where additional funds are required, owners will contribute comparable amounts as agreed by the Body Corporate. This approach helps keep administration and accounting costs to a minimum.

Monthly contributions are not refundable. Any surplus funds are retained by the Body Corporate to meet future or unexpected expenses, such as sewerage system maintenance.

If the Body Corporate account does not have sufficient funds to meet an expense, owners may be required to make an additional contribution.

4. Insurance

Body Corporate insurance is arranged and paid through the Body Corporate.

Owners are required to provide their agreed share of the insurance cost so that payment can be made by the Treasurer or Accountant.

5. Maintenance, Repairs & Improvements

Maintenance, repairs and improvements to Body Corporate property require agreement by the Body Corporate.

Each apartment has one vote.

Apartment exteriors should be maintained consistently across the complex.

Any proposed changes to garden beds or replanting should be discussed and agreed with the Body Corporate to maintain a consistent appearance.

Owners may remove weeds and dead foliage from garden areas.

An annual apartment washdown is arranged by the Body Corporate.

External and internal window cleaning is the responsibility of each owner.

Spider treatment/maintenance is also the responsibility of individual owners.

6. Gardens & Outdoor Areas

Planter pots are permitted provided they:

Enhance the appearance of the development;

Do not interfere with other owners; and

Are consistent with the overall appearance of the complex.

A vegetable garden may be established with consultation and agreement of the owners.

The existing vegetable garden and lemon tree are the property of Apartment B.

Any new planting or significant changes to communal garden beds require agreement to maintain consistency throughout the complex.

7. Buildings, Awnings & Umbrellas

There is a policy of no additional structures being fixed to the building.

Umbrellas and awnings are permitted, provided they do not adversely affect other owners or the appearance of the development.

Any external changes should be discussed with and agreed by the Body Corporate before work begins.

8. Exterior Paint Colours

Any changes to exterior paint colours must be agreed by the Body Corporate.

Where painting is required, a consistent colour scheme is to be maintained across the apartments, with professional tradespeople used where appropriate.

9. Parking & Common Areas

Each apartment has designated outdoor areas consisting of:

The concrete patio area around its spiral stairwell;

Two car parking spaces outside the double garage; and

The designated fish-cleaning area, where applicable.

Other concrete and grass areas are shared/common areas.

Temporary Parking

There is additional tenants-in-common parking available for casual and temporary use by owners, tenants and their guests. It is not intended for permanent or exclusive use by any one owner or tenant.

Short-term temporary parking may also be available on the grass area inside the gate when conditions are dry.

Please ensure vehicles are parked so that neighbours can move freely in and out of garages and parking areas.

When using shared areas, courtesy and consideration for other owners should always apply.

10. Guests & Tenants

Owners are responsible for ensuring that their guests and tenants are familiar with and comply with the Body Corporate rules.

This includes requirements relating to: Respect for the property and other owners;

Parking; Noise; The sewerage system; and Animals. **Dogs are not permitted.**

Guests and tenants should be reminded that shared outdoor areas are for temporary and considerate use and should not be treated as private areas.

11. Sewerage System

The complex has a specific Body Corporate sewerage system that requires careful use.

The following must **NEVER** be put down the toilets or into the sewerage system:

Chemicals; Wet wipes; Tissues; Sanitary products; Food or food waste; or

Other unsuitable materials.

Incorrect use can cause blockages and may result in the loss of toilet facilities and significant maintenance costs.

Owners are responsible for ensuring their tenants and guests understand and follow these requirements.

12. A Simple Rule of Courtesy

The complex is shared by all owners. Owners, tenants and guests are asked to be considerate of one another, particularly when using gardens, parking areas and other shared spaces. Where approval is required, please discuss the proposal with the Body Corporate before undertaking any work or making changes.

The intention of these arrangements is to maintain the appearance, functionality and value of the complex while keeping Body Corporate costs and administration as practical as possible.

Cost Breakdown:

Each owner currently contributes $250 per quarter for long-term maintenance.

The current monthly contribution is $150 per apartment for maintenance – Gardening, lawns, sewage and external power.

Insurance – Cost is split over the three apartments with Aon and is building only. Approximately $1,000 each.

All internal power, internet and content insurance is cover separately by each owner at their own discretion.

Yearly cost breakdown – Approximately $3,800 excluding internal power, internet and contents insurance

2024 - Ripiro Body Corporate 34 A,B,C Ripiro Drive, Baylys Beach, Dargaville
Body Corporate (BC) Secretary Lorraine Davidson, Apartment 34B M: 021 439 669
Kathryn de Bruin Accountants, Lower Victoria St, Dargaville - Office of Ripiro Body Corporate

It was agreed at the 2024 AGM that the following are priorities for the LTMP:

- *2025 Jan/Feb Sewerage Drip Hose Replacement - Completed and requires 6 monthly maintenance*
- *2026 - Boundary fenceline on the eastern boundary between Youngers property and Ripiro Apartments requires pruning. Completed*
- *Consideration given to a fenceline to prevent foliage encroachment in the future. For discussion*
- *Cyclical work to be planned for 2027 on an annual basis and as required. To be determined at the next AGM*

Rules for Owners - An AGM is held annually in advised by de Bruin Accountants - Any other decisions required are by agreement of owners

- Unit Title requires small Body Corporate entities to establish a 10 year Long Term Maintenance Plan (LTMP) and Fund
- A quarterly payment of $250.00 has been made to the Ripiro BC Kiwi Bank account by each owner to provide funds for the cyclical maintenance. Individual owners will be responsible for ensuring new owners reimburse outgoing owners for the remaining amounts at the point of their sale and purchase agreement
  The current monthly fee of $150 as per the 2024 AGM, covers regular ongoing costs e.g. lawns, gardens, external communal lighting and if reserves permit sewerage expenses. Any additional required is agreed and paid into the Body Corporate Kiwi bank account with comparable payments by all owners. This makes for easy accounting and keeps our costs down
- Monthly funds are not refundable as surplus will be required for irregular maintenance (eg sewerage system) after owners have left
- Additional funds may be required if account balance is not sufficient. Body Corporate Members will be required to top up the account to enable payment
- Insurance to be paid via the Body Corporate and funds deposited by respective owners to enable payment by the Treasurer/Accountant
- At AGM a plan around gardening required will be formed and any other cyclical maintenance discussed. This will need to be part of the LTP
- Agreement required to replant garden beds as consistency of planting is required for the entire complex - Owners are welcome to remove weeds and or dead foliage
- Planter Pots permitted if they enhance the development and do not interfere with other owners or the esthetics of the development
- All maintenance, repairs and improvements are to be agreed on by all Body Corporate members - one vote each apartment
- Apartment washdown to be annual and undertaken by the Body Corporate
- There is a policy of no structures to be added that are fixed to the building
- Umbrellas and awnings are permitted
- There are tenants in common parking but this is not designed for permanent use of any one owner but for casual temporary parking when required by owners and their guests.
- Paint colours also to be agreed and the same for all apartments and a professional employed
- A vegetable garden is permitted in consultation with all owners. The current vegetable garden and lemon tree is owned by Apartment B
- Window cleaning both external and internal to be at owner's expense
- Spider Maintenance also the choice and responsibility of individual owners
- If there is disagreement on any apartment rules, majority rules, however it is generally not an issue - again one vote for each apartment
- The only specific outdoor area for each apartment is the concrete patio areas around the spiral stairwell. Plus the 2 car park spaces outside the double garage and the fish cleaning area

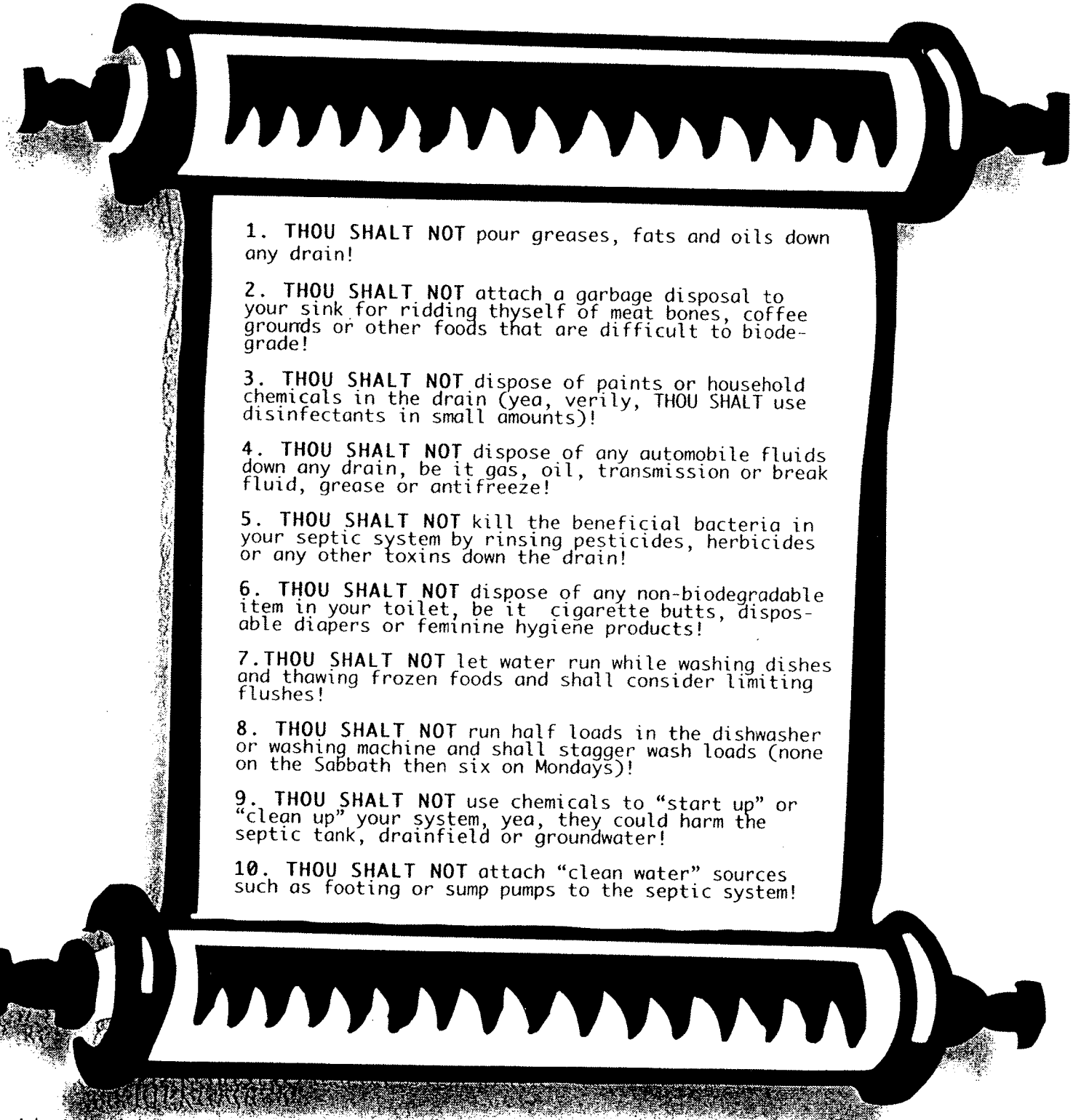
Guests and Tenants

- The only specific outdoor area for each apartment is the concrete patio areas around the spiral stairwell. Plus the two car park spaces outside the double garage. There is also short term temporary parking if required on the grass area inside the gate but only in dry weather
- Please ensure vehicles are parked to allow your neighbours to move freely in and out of the garages and parking area
- There are tenants in common parking but this is not designed for permanent use of any one owner or tenant, but for casual temporary parking when required by owners/tenants and their guests
- All other concrete and grass areas are tenants in common, if you require additional space for your guests or yourself, courtesy prevails and is deemed temporary
- It is the owners responsibility to ensure all Guests and or Tenants are familiar and abide with the BC rules. This includes what not to do with regard to respect for the property, sewerage system, parking, noise and animals (Dogs not allowed)
- We have a specific BC sewage system that will not tolerate any chemicals, wipes, tissues sanitary products or food of any kind, otherwise a blockage will occur and you will lose toilet facilities
- Planter Pots permitted if they enhance the development and do not interfere with other owners or the esthetics of the development
- There is a policy of no structures to be added that are fixed to the building

Please contact the Secretary if you have any queries
Thank you for your consideration to care for our environment and Ripiro Apartments
Secretary for Ripiro BC
M: 021 439 669

NB These Rules are additional to the Body Corporate Legal Entities New Zealand, (which you should have a copy of as an owner) and specific to Ripiro BC House Rules

THE SEPTIC TANK TEN COMMANDMENTS



1. **THOU SHALT NOT** pour greases, fats and oils down any drain!

2. **THOU SHALT NOT** attach a garbage disposal to your sink for ridding thyself of meat bones, coffee grounds or other foods that are difficult to biodegrade!

3. **THOU SHALT NOT** dispose of paints or household chemicals in the drain (yea, verily, THOU SHALT use disinfectants in small amounts)!

4. **THOU SHALT NOT** dispose of any automobile fluids down any drain, be it gas, oil, transmission or break fluid, grease or antifreeze!

5. **THOU SHALT NOT** kill the beneficial bacteria in your septic system by rinsing pesticides, herbicides or any other toxins down the drain!

6. **THOU SHALT NOT** dispose of any non-biodegradable item in your toilet, be it cigarette butts, disposable diapers or feminine hygiene products!

7. **THOU SHALT NOT** let water run while washing dishes and thawing frozen foods and shall consider limiting flushes!

8. **THOU SHALT NOT** run half loads in the dishwasher or washing machine and shall stagger wash loads (none on the Sabbath then six on Mondays)!

9. **THOU SHALT NOT** use chemicals to "start up" or "clean up" your system, yea, they could harm the septic tank, drainfield or groundwater!

10. **THOU SHALT NOT** attach "clean water" sources such as footing or sump pumps to the septic system!

Adapted with permission from Burkes and Minnis' book, Onsite Wastewater Treatment Systems.

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Pocklington

REAL ESTATE

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