

14 April 2022

The Manager
Barfoot & Thompson Body Corporate
PO Box 78397
Grey Lynn
Auckland 1245

Client Ref: BC394864 Henry Russe

Land Transfer Act 2017: Registration Confirmation Statement

The dealing 12403322, lodged on 15/03/2022 has been registered.

The Record of Title(s) affected by the dealing are:

430374

Any plans deposited as a result of the registration of this dealing are listed below:

Group Manager Titles

MANUAL DEALING LODGEMENT FORM

Landonline User ID:

LODGING FIRM: **Barfoot & Thompson Body Corporate**

Private Individual:

Address: **PO Box 78-397**

Grey Lynn

Auckland 1245

ASSOCIATED FIRM:

Client Code / Ref: **BC394864 Henry Russell**

Dealing/SUD Number:
(LINZ use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number/Pre-Allocated or
to be Deposited:

Rejected Dealing Number:

CRUL 12403322.1 U
Cpy - 02/02, Pgs - 010, 14/03/22, 13
Copies
(inc. original)
DocID: 6292479650

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture	FEES \$ GST INCLUSIVE
1	430374	CRUL	BC394864	176.00				176.00
2								
3								
4								
5								

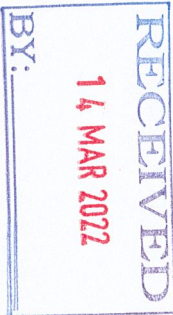
Land Information New Zealand Manual Dealing
Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

Annotations (LINZ use only).



Original Signatures? _____

Less fees paid on Dealing # _____

Debit my Landonline account for

(Only available for Landonline customers)

or Cash / Cheque enclosed for

(Only pay in cash if depositing in drop box at a LINZ processing centre)

or Eft-pos payment due for

(Eft-pos only available if lodging the dealing in person at a LINZ processing centre)

Subtotal

Total for this dealing

~~\$176.00~~

~~\$176.00~~

~~\$176.00~~

180.00

Form 15
Notice of change to Body Corporate Operational Rules
Section 106, Unit Titles Act 2010

Unit Plan: **DP394864**

Body Corporate Number: **BC 394864**

Supplementary Record Sheet: **430374**

Notice

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

The changes have been made in accordance with ordinary resolutions at the Body Corporate general meeting held on **22 September 2021**.

Schedule of amendments

Aerials

- 1.1 Except with the express written consent of the Body Corporate a Proprietor shall not erect or fix to the Building any radio or television aerial or antenna. Consent shall not be given unless the aerial or antenna is not visible from outside the Unit. If the Body Corporate considers that the rights or interest of the Proprietors of any Unit are being adversely affected by any aerial or antenna, any consent previously given may be modified or withdrawn on 14 days' written notice.

Matters to be directed to the Secretary and Body Corporate Representative

- 1.2 All notifications and requests for consideration of any particular matter to be referred to the Committee or to the Body Corporate shall be directed to the Secretary and not to the chairperson or any member of the Committee. A Proprietor shall not directly instruct any Contractor unless so authorised.

Obstruction

- 1.3 Except as provided otherwise in these Rules, the Common Property, entrances, paths, ramps, accessways and drives giving access to the Units shall not be obstructed by any Proprietor or used for any purpose other than reasonable ingress and egress to and from Units.

Interior Maintenance

- 1.4 (a) A Proprietor shall be responsible for the interior maintenance and decoration of the Proprietor's Unit;
- (b) A Proprietor shall not employ any contractor or worker for the purpose of repairing or altering or making good any part of any Unit or any services to any Unit other than a contractor or worker appointed or approved by the Committee for such purpose or under the supervision and to the satisfaction of the Committee, which may specify conditions under which the work shall be carried out;
- (c) Nothing in this rule shall prevent a Proprietor from employing an interior decorator for the purpose only of decorating or redecorating the interior of any Unit;
- (d) A Proprietor may, subject to the approval of the Committee, nominate and employ tradespersons for the purpose of repairing and making good any part of that Proprietor's Unit in an emergency.

Exterior Maintenance

- 1.5 (a) A Proprietor shall be responsible for the exterior maintenance, painting and upkeep of the Units exterior walls, guttering, roof, grounds, gardens and fences.
- (b) A proprietor shall employ qualified contractors with the appropriate qualifications and skills for the purpose of repairing, altering or making good any part of any unit or any services to any unit.
- (c) Each unit is expected to be repainted on a 10-12 year cycle commencing from the date of the original construction. The painting is to include all exterior surfaces such as Gables, Soffits, Doors / Trim and Guttering. The committee will assist with the appointment of a contractor, the negotiation of the costs for each unit and the colour scheme for each unit as appropriate.
Owners will be notified by the committee that their Unit is due for a repaint after the 10 year period. Owners will have the option of completing the painting themselves following the guidance of the committee to ensure the correct colours are used and the quality of the work completed is acceptable.
- (d) Roof cleaning is to be completed every 3 years from the date of the original construction to cover the terms of the warranty.
The committee will organise the contractor and notify the owners of the costs and the dates involved for the work to be completed. The costs of the work completed will be on charged to the owners by the Body Corporate Managers.
- (e) The owners are responsible for the ongoing exterior maintenance of their units and the costs involved. This work is to be completed by the owner, family and friends or a contractor at the owner's expense.

Work expected to be carried out by the owners or occupiers of each Villa would be:

1. An exterior washdown of the units' walls, driveways and garden sheds to remove dust, bird droppings, cobwebs and mildew. (Recommended every 2 years)
2. Keeping windows clean inside and out. (Recommended every 6 months)

3. Keeping grounds, hedges, fences and gardens tidy and free from rubbish, weeds and ensuring trees and shrubs are kept to reasonable size and shape. The storing of Household rubbish is prohibited around the exterior of the building.
 4. Internal cleaning of the guttering to remove the build-up of debris and dirt (Recommended every 2 years)
- (f) Annual Inspection: The committee will inspect the Villas on an annual basis. The committee will discuss with the owner or occupier any work required to improve the overall condition of their property. Letters will be sent to those owners who have serious work deemed necessary under the conditions of the Body Corporate Agreement.
- Owners, occupiers of Rentals and units owned by Family Trusts will be expected to complete the work as recommended by the committee within a 12-month period. Failing the completion of the repairs a further 3 months will be given to complete the work before the committee considers referring the situation to the Body Corporate Managers to arrange for the completion of the work at the owner's expense. The committee at the owner's request and expense could appoint a contractor to complete the work as recommended in the property inspection report.

Windows and Balconies

- 1.6 (a) 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 fresh glass of the same or better quality and weight;
- (b) A proprietor shall not hang any item of any description from the balcony of any Unit.

Blinds, Awnings, Curtains, etc

- 1.7 (a) A Proprietor shall not erect external blinds or awnings, nor hang internal curtains or blinds visible from outside the Unit unless the colour and design of those curtains or blinds is approved by the Committee. In giving such approval the Committee shall ensure as far as practicable that the curtains or blinds used in all Units present a uniform and orderly appearance when viewed from outside the Building. Proprietors shall as often as the need shall arise (in the opinion of the Committee) replace at each Proprietor's own cost any curtains or blinds;
- (b) A Proprietor must not cover or coat any window of a Unit with aluminium foil or any other reflective material.

Water, Blockage of Pipes, etc

- 1.8 (a) A Proprietor shall not waste water and shall ensure that all water taps in the Unit are promptly turned off after use and tap washers replaced when required;
- (b) The toilets, wash basins, waste masters, dishwashers, and any other apparatus or equipment attached to the water supply and drainage system, and all supply and waste pipes and drains, shall only be used for the purpose for which they were constructed, and the responsibility for any damage or loss caused or cost of repair incurred or caused by misuse or

negligence shall be borne by the Proprietor of the Unit in, which the misuse or negligence occurred.

Notice of Defects

- 1.9 A Proprietor, on becoming aware of any defect, damage or defilement to the exterior of the Building or the Common Property or the failure or defect of any of the Building's services, shall notify the Body Corporate immediately. The Committee shall have authority to make such repairs or renovations as the Body Corporate considers necessary for the safety and preservation of the Building (or, in an emergency, such repairs or renovations as the Committee considers necessary). The Body Corporate shall be entitled to recover the costs of the repairs or renovations from the Proprietor if the act or neglect of the Proprietor necessitated the repairs or renovations.

Cleanliness and Removal of Rubbish

- 1.10 (a) A Proprietor shall ensure that the Proprietor's Unit is kept clean at all times and that rubbish is regularly collected from the Unit and not allowed to accumulate. All rubbish shall be disposed of in bins or receptacles for removal on the usual days by the local authority or by independent contractors when required to do so by the Body Corporate;
- (b) A Proprietor shall not allow litter or rubbish to accumulate on the Common Property, and the cost incurred in removing any rubbish from or the cleaning of any part of the Common Property where there is a breach of this Rule shall be borne by the Proprietor responsible;
- (c) In disposing of rubbish a Proprietor shall ensure that bottles are completely drained, cleaned and deposited in unbroken condition in the area designated for bottles and all other rubbish must be drained and securely wrapped in small parcels and deposited in the area designated for rubbish.

Animals

- 1.11 (1) A Proprietor or Occupier of any unit may keep one of each of the following or a combination of any two without the consent of the Body Corporate Committee:
- (a) One Cat (Only one Cat is permitted per Unit)
 - (b) Two Birds
 - (c) Fish in a tank containing no more than 50 litres of water
- (2) Permission for a Dog:
- (a) Only one Small to Medium sized domesticated house dog shall be allowed per unit at any time after the owners have received Permission from the Body Corporate Committee. No Dogs that have a known history of being aggressive or hunting Dogs will be considered.
 - (b) People who require medical assistance Dogs and Compassionate Dogs will be given priority, so long as their request is supported with a letter from the professional organisation associated with the Owner or Occupier of the Unit.
 - (c) The Body Corporate Committee will require a letter from the owners providing the details of the breed of Dog and their commitment to the

- wellbeing of the animal. The section of the Unit must always be fenced adequately to contain the dog safely and must be to the rear of the building.
- (3) Conditions Relating to the Keeping of Animals: It shall be the responsibility of the Owner or Occupier of any Unit that has the above-mentioned animals to ensure:
 - (a) The animal or animals are well cared for, regularly checked by qualified Veterinary Doctors and Vaccinated as recommended.
 - (b) The Buildings and Grounds are to be maintained in a tidy and acceptable conditions, and all animal waste products must be removed daily from around the section and stored for disposal appropriately.
 - (c) The keeping of such animals shall not in any way interfere with the enjoyment of any other Units Owner or Occupier and must not interfere with the common property. Dogs are to be adequately restrained and under control when taken on the Common Property in general.
 - (4) Body Corporate Committee Responsibilities:
 - (a) The Body Corporate Committee may at any time on reasonable grounds consider that the keeping of any animal by a Unit Owner or Occupier is undesirable and order that the animal be removed from the property.
 - (b) The committee must meet and discuss their decision with the animal's owner and explain the reasons behind their decision, every attempt must be made to rectify the situation before a final decision is made to remove the animal from the Estate.
 - (c) The Body Corporate Committee has the right to limit the number of Dogs that can reside within the Henry Russell Estate complex at any one time.
 - (5) Rules for People shifting into the Village:
 - (a) People who relocate into the Henry Russell Estate village must comply with the policy conditions as outlined above.
 - (b) Those people who own a Dog or more than 1 Cat must inform the committee and request permission to relocate their pets to the village. However, it is generally considered that any more than 1 Cat and 1 Dog would not be considered acceptable.
 - (c) The committee's decision is final and must be accepted under the legal conditions of the Body Corporate Agreement.
 - (6) Rules for Replacing Deceased Pets:
 - (a) A resident may replace a deceased Cat, Bird or Goldfish without having to get permission from the committee. (Only 1 cat is permitted per property)
 - (b) Permission is required from the committee to replace a deceased Dog under the conditions as described in this policy section 1.11 (2)

No Dangerous Substances

- 1.12 A Proprietor shall not permit anything to be done nor bring nor keep anything in the Unit or in the Building which may create a fire hazard, or which increases the rate of fire insurance on the Building, or which may contravene the fire regulations, or the rules, regulations, ordinances or bylaws of any authority having jurisdiction over the Building or the services supplied to the Building.

Conduct and Noise

- 1.13 A Proprietor shall not make or permit any objectionable noise in the Building or on the Common Property nor interfere in any way with the peaceful enjoyment of other Proprietors or lessees, or occupiers of other Units or those having business with them or of any person lawfully using the Common Property.

Heavy Objects

- 1.14 A Proprietor shall not, without the prior written consent of the Body Corporate, bring into or install in or permit to be brought into or installed in the Building or the Unit any goods, merchandise, machinery, plant or any other object of such weight, nature or description as shall impose or throw upon the Building any stress, strain or weight likely to damage, weaken or cause any movement or structural defect in the Building or any part of it. All damage done to the Building by installing, moving or removing heavy objects shall be made good and paid for by the Proprietor who or whose agent causes the damage. Before any heavy article is moved into or out of the Building at least 24 hours' notice in writing of the intention to move such article shall be given to the Body Corporate, and the moving of the article into or out of the Building shall only be done under the supervision of a responsible person approved by the Body Corporate.

Security

- 1.15 (a) A Proprietor shall keep the Proprietor's Unit secure and all doors and windows locked and fastened whenever the Unit is unoccupied;
- (b) A Proprietor shall not install, nor permit to be installed, any security system on any Unit or on Common Property without the prior written consent of the Body Corporate.

Leasing

- 1.16 A Proprietor shall ensure that any tenant, licensee or occupier of the Proprietor's Unit has received a copy of these Rules (and any amendments) and will ensure the tenant, licensee or occupier complies with these Rules and any further rules of the Body Corporate that are applicable from time to time.

Emergency Contact

- 1.17 A Proprietor shall advise the Secretary of the Body Corporate of the Proprietor's private address and telephone number or, if the Proprietor is a corporation of the secretary or other responsible person employed by the or, and shall keep the Body Corporate promptly informed of any change of such address or telephone.

Recovery of Funds spent to rectify breach

- 1.18 Where the Body Corporate spends money as a result of a breach of the Act or of the Rules by any Proprietor or the guests or licensees of any Proprietor, the Body Corporate shall be entitled to recover the amount so spent as a debt in any action

in any court of competent jurisdiction from the Proprietor together with the Body Corporate's legal costs (on a solicitor/client basis).

Fire Drills and Evacuation Procedures

- 1.19 The Body Corporate may require the Proprietors to perform fire drills, and observe all necessary and proper- emergency evacuation procedures, and the Proprietors shall co-operate with the Body Corporate in observing and performing such rules and procedures.

Special Rules for Common Property

- 1.20 The Committee may make special rules relating to the Common Property and its use and enjoyment. These Rules shall be complied with by all Proprietors. 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 all the Proprietors in accordance with the Act nor any special right or privilege given by the Body Corporate pursuant to these Rules.

Vehicles

- 1.21 (a) A Proprietor may not park or stand a motor vehicle or permit any of his or her visitors or invitees to part or stand a motor vehicle upon Common Property whether Common Property is not designated as a visitor's car park or interfere with or obstruct access to other persons to the Building;
- (b) A Proprietor will ensure that any of his or her visitors or invitees only park in that part of the Common Property designated as visitor carparks for such period and upon such terms as may from time to time be notified by the Committee.

Clothes Drying

- 1.22 A Proprietor must not erect on the exterior of the Unit a clothesline or apparatus for similar purpose (either permanently or temporarily) nor hang to dry clothes or any other thing on or from the exterior of the Unit.

Security Keys

- 1.23 (a) If the Committee restricts the access of any Proprietor to any part of the Common Property for security purposes the Committee may make available to the Proprietor free of charge the number of security keys which the Committee considers necessary. The Committee may charge a reasonable fee for any additional security key required by a Proprietor;
- (b) A Proprietor must exercise a high degree of caution and responsibility in making a security key available for use by an occupier of a Unit and must take all reasonable steps to ensure return of the security key to the Proprietor or the Committee;
- (c) A Proprietor in possession of a security key must not duplicate or permit the security key to be, duplicated and must take all reasonable steps to ensure

that the security key is not lost or handed to any person other than another Proprietor and is not disposed of otherwise than by returning it to the Proprietor or Committee;

- (d) A Proprietor must promptly notify the Committee if a security key is lost, stolen or destroyed.

Breaches and Penalties

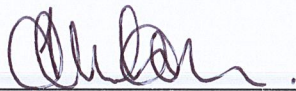
- 1.24 (a) A person who contravenes or fails to comply with any provision of these Rules or any lawful direction given under them shall be guilty of a breach of these Rules;
- (b) A person guilty of a breach of these Rules must remedy that breach immediately they become aware of it and in any event within seven days after notice from the Committee requiring them to do so;
- (c) A drunken, idle or disorderly person found in or upon the Common Property may be similarly ejected and removed from the Building by a security officer or a member of the New Zealand Police.

General

- 1.25 The duties and obligations imposed by these Rules on the Proprietors shall be observed not only by the Proprietor but also by the occupiers of the Units and the Proprietors' and occupiers' guests, employees, agents, workers, children, invitees, licensees and tenants.

- 1.26 Rules 1.1 to 1.26 (both numbers inclusive) may only be added to amended or repealed by resolution of the Body Corporate at a general meeting.

Date: 14th November 2021.

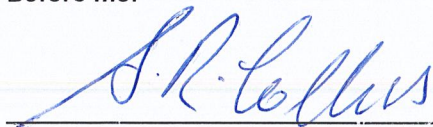


Signature of Body Corporate Chairperson

Tracey Wilson.

Print Name

Before me:



Signature of Committee Member as witness

STEPHEN RONALD LOUISS.

Full Name of Witness

Address of Witness: 39/36 BEEGROVE DRIVE
WAIPUKARAU

Note

Only amendments or additions to the body corporate operational rules that relate to those matters mentioned in section 106(1)(a) and (b) of the Unit Titles Act 2010 may be made. Any amendment or addition must comply with section 106(2) and (4) of that Act.

10th March 2022

Land Information New Zealand
Operations
Private Bag 3028
Hamilton 3240

Dear Sir/Madam,

Re: Body Corporate 394864 – Change of Operational Rules

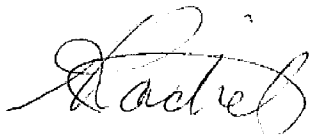
In accordance with the Unit Titles Act 2010, we hereby attach a Change of Operational rules.

We can confirm that the early adoption and modification are pursuant to a special resolution passed at the Annual General Meeting.

Please note we wish to pay for this lodgment via internet banking. Please contact Penny Murphy on (09) 834-8425 or p.murphy@barfoot.co.nz to provide instructions for the electronic payment.

Please do not hesitate to contact the writer should you require any further information.

Yours faithfully
Barfoot & Thompson Body Corporate
For and on behalf of Body Corporate 394864



Adriana Radich
Branch Manager