

## Pre-contract disclosure statement for existing units

This is a sample template for providing the information required under Regulation 33(1) of the Unit Titles Regulations 2011 (the Regulation) for a pre-contract disclosure statement for existing units. There is currently no prescribed form for this statement, the specific wording and layout used in this template are not requirements of the Regulation.

**Important:** If the information required under Regulation 33(1) of the Unit Titles Regulations 2011 is not provided, or is inaccurate but is not corrected as the information required to complete this pre-contract disclosure statement or to correct the inaccuracy does not exist or cannot be found despite reasonable efforts, then this must be noted in this pre-contract disclosure statement.

If the requirements of Section 146 of the Unit Titles Act 2010 (the Act) are not met, the settlement date agreed to in an agreement for sale and purchase may be delayed in accordance with Section 149 of the Act, or the agreement may be cancelled in accordance with Section 149A of the Act.

For more information on delaying a settlement or cancelling an agreement for sale and purchase, refer to the pre-disclosure disclosure delay or cancel flowchart on the Unit Title Services website: [unittitles.govt.nz](http://unittitles.govt.nz)

## Pre-contract disclosure statement for existing units

Section 146, Unit Titles Act 2010

Unit number:	Unit [number] and accessory unit(s) [number(s)]	Unit A
Unit Plan:	Deposited Plan [number]	374858
Body Corporate number:	[number]	374858

## Pre-contract disclosure statement for existing units

- 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.

### Financial information

- 2 The amount of the contribution levied by the body corporate under Section 121 of the Unit Titles Act 2010 in respect of the unit is \$~~[amount]~~ 0

- 3 The period covered by the contribution in paragraph 2 is ~~[period]~~ N/A

- 4 The body corporate has the following accounts: BNZ 02-0876-0138303-097, \$7,288.41

*[Set out details of every account held by the body corporate, including the details of every fund or bank account held or operated by or on behalf of the body corporate together with the balance of every fund or bank account as at the last financial statement – attach an extra sheet if required]*

- 5 The body corporate financial statements and audit reports for the last three years.

December 2005  
Year ended ~~[insert financial year]~~

The immediate past financial year.

The body corporate financial statement (select one)

is attached

~~is not attached because (select one) it does not exist / it cannot be found~~

The body corporate audit report (select one)

~~is attached~~

~~is not attached because (select one) it does not exist / it cannot be found / at the AGM on [date] the Body Corporate resolved not to appoint an auditor~~

Year ended ~~[insert financial year]~~

One year prior to the immediate past financial year.

The body corporate financial statement (select one)

~~is attached~~

~~is not attached because (select one) it does not exist / it cannot be found~~

The body corporate audit report (select one)

~~is attached~~

~~is not attached because (select one) it does not exist / it cannot be found / at the AGM on [date] the Body Corporate resolved not to appoint an auditor~~

Year ended [*insert financial year*]

The body corporate financial statement (*select one*)

*Two years prior to the immediate past financial year.*

~~is attached~~

is not attached because (*select one*) **it does not exist / it cannot be found**

The body corporate audit report (*select one*)

~~is attached~~

is not attached because (*select one*) **it does not exist / it cannot be found / at the AGM on [date] the Body Corporate resolved not to appoint an auditor**

[Attach the relevant financial statements and audit reports]

## Maintenance, weathertightness and related matters

For the purposes of this statement, a unit title is considered to have a **weathertightness issue** if water has penetrated it because of some aspect of its design, construction, alteration, or of materials used in its construction or alteration, and the penetration of water is likely to cause or has caused damage to it.

6 Select the statement that applies:

~~The long-term maintenance plan is attached~~

The long-term maintenance plan is not attached because (*select one*) **it does not exist / it cannot be found**

[Attach the long-term maintenance plan]

7 The next review date for the long-term maintenance plan is [*insert date*] **N/A**

8 The body corporate proposes to carry out or begin the following works under the long-term maintenance plan in the next three years: **N/A**

[Set out details of proposed maintenance under the long-term maintenance plan and the estimated cost of the works - attach an extra sheet if required]

9 The body corporate proposes to carry out the following maintenance on the unit title development in the year following the date of the disclosure statement: **N/A**

[Set out details of maintenance that the body corporate proposes to carry out and how the cost of that maintenance will be met - attach an extra sheet if required. This includes maintenance whether or not it is set out in the long-term maintenance plan - so there may be some overlap with the answer to question 9]

10 Select the statement that applies:



The body corporate or committee has actual knowledge that any part of the unit title development has weathertightness issues for which a claim has been made under the Weathertight Homes Resolution Services Act 2006.

The body corporate or committee has no knowledge of any part of the unit title development currently, or ever having had, weathertightness issues for which a claim has been made under the Weathertight Homes Resolution Services Act 2006.

[Provide details of the claims if any]

N/A

11 Select the statement that applies:

The body corporate or committee has actual knowledge that any part of the unit title development had weathertightness issues that have been remediated without a claim under the Weathertight Homes Resolution Services Act 2006 or other proceedings.

The body corporate or committee has no knowledge of the unit title development having weathertightness issues that have been remediated without a claim under the Weathertight Homes Resolution Services Act 2006 or other proceedings.

[Provide details of the weathertightness issues, if any, and remediation]

N/A

12 Select the statement that applies:

The body corporate or committee has actual knowledge that any part of the unit title development has weathertightness issues that have not been remediated.

The body corporate or committee has no knowledge of the unit title development having weathertightness issues that have not been remediated.

[Provide details of the weathertightness issues, if any]

N/A

13 Select the statement that applies:

The body corporate or committee has actual knowledge that any part of the unit title development has earthquake-prone issues.

The body corporate or committee has no knowledge of the unit title development having earthquake-prone issues.

[Provide details of the earthquake-prone issues, if any. The Building Act defines what an earthquake-prone building is, and whether a building or part of it is earthquake-prone is determined by the local authority]

N/A

14 Select the statement that applies:

The body corporate or committee has actual knowledge that any part of the unit title development has any other significant defects in the land (including the unit title development) that may require remediation.

The body corporate or committee has no knowledge of the unit title development having any other significant defects in the land (including the unit title development) that may require remediation.

[Provide details of the significant defects, if any]

N/A

15 Select the statement that applies:

The remediation report/s commissioned by the body corporate in the last three years is attached.

No remediation report/s commissioned by the body corporate in the last three years are attached, because (select one) **no such reports have been commissioned / they cannot be found.**

## Governance information

16 The notices and minutes of body corporate general meetings and body corporate committee meetings for the last three years.

Year ended [insert financial year]

The immediate past financial year.

The body corporate and committee meeting notices, minutes and supporting documentation (select one)

~~are attached~~

are not attached because (select one) ~~it does not exist~~ / **it cannot be found**

Year ended [insert financial year]

One year prior to the immediate past financial year.

The body corporate and committee meeting notices, minutes and supporting documentation (select one)

~~are attached~~

are not attached because (select one) ~~it does not exist~~ / **it cannot be found**

Year ended [insert financial year]

Two years prior to the immediate past financial year.

The body corporate and committee meeting notices, minutes and supporting documentation (select one)

~~are attached~~

are not attached because (select one) ~~it does not exist~~ / **it cannot be found**

[Attach the relevant notices of general meetings prepared under regulations 5, 6, 7, 8 and 8A and 9, and all supporting documentation, and minutes prepared for general meetings and body corporate committee meetings, and all supporting documentation (includes agendas or similar) Note any information that is not available.]

Note: information may be excluded if disclosing the information would breach the Privacy Act 2020 or any other enactment, if the information is subject to legal professional privilege or the confidentiality of the information must be

protected because of commercial sensitivity. It should be noted if information has been excluded.

17 Select the statement that applies:

~~The body corporate manager(s) is/are [organisations and individuals] and their contact details are [contact details].~~

The body corporate has not currently engaged a body corporate manager.

18 The body corporate holds the following insurance cover for the unit title development: *N/A*

[Set out or attach details of

- the insurer's name and contact details
- the type and amount of cover, the annual amount payable for the insurance, and the excess payable on any claim under the insurance
- any specific exclusions from cover; and
- a statement of where and how the insurance policy can be viewed.]

19 Select the statement that applies:

The body corporate is not involved in any proceedings in any court or tribunal as at the date of this pre-contract disclosure statement.

~~The body corporate is involved in proceedings in a court or tribunal. Details of the proceedings are.~~

[Set out or attach details of any proceedings brought by or against the body corporate. This could include any kind of dispute where the body corporate is a complainant or a defendant. It could also include any instance where the body corporate is suing or being sued – attach extra sheets if required]

## General information

20 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 "Short guide to unit titles", which is available on the Unit Title Services website: [unittitles.govt.nz](http://unittitles.govt.nz)
- contacting the Ministry of Business, Innovation & Employment service centre: 0800 UNIT TITLES (0800 864 884)

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

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



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

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

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

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

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

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

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

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

**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 are any legal proceedings initiated by the body corporate or intended to be initiated by the body corporate
- whether there is any written claim by the body corporate against a third party that has not been resolved
- whether there have been any changes to the body corporate rules since the pre-contract disclosure statement was provided.

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.

**Records of title.** Previously known as a computer register or 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 record of title 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 record of title.

**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 record of title for that unit.
- common property and will be recorded on the supplementary record sheet for the unit title development.

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

Unit title property ownership	Ministry of Business, Innovation and Employment <a href="http://www.unittitles.govt.nz">www.unittitles.govt.nz</a> 0800 UNIT TITLES (0800 864 884)
Unit plan	Land Information New Zealand
Ownership and utility interests	<a href="http://www.linz.govt.nz">www.linz.govt.nz</a>
Record of title	0800 ONLINE (0800 665 463)
Easements and covenants	
Body corporate operational rules	The body corporate of the unit title development
Pre-settlement disclosure statement	
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.

## Corrections

20 Select the statement that applies:

This disclosure statement, including any additional information that forms part of this disclosure, does not have any known inaccuracies.

This disclosure statement, including any additional information that forms part of the disclosure, does have any known inaccuracies. Details of the known inaccuracies are:

*[If you have included any information in this disclosure statement that is inaccurate, you must explain where and what the known inaccuracies are below and add a correction here or explain what information cannot be corrected because either it does not exist, or despite reasonable efforts, cannot be found – attach extra sheets if required]*

Signed by seller or person authorised  
by seller:

[signature] *robynesinclair*

Name:

[name] *Robyne E. Sinclair*

Date:

[day, month, year] 02/10/2026

*This form has been created by the Ministry of Business, Innovation and Employment as an example of a pre-contract disclosure statement that complies with the requirements of regulation 33(1) The information contained in the form is intended as an example of how these sections may be completed, and the specific wording used is not a requirement of the Unit Titles Regulations 2011.*

Body Corporate 374858  
13B NOTTINGHAM AVENUE  
HALSWELL  
CHRISTCHURCH 8025

Bank of New Zealand  
Rangiora Store  
74 High Street  
Rangiora  
Telephone 0800 800 468  
Facsimile 03 313 4273  
WWW [www.bnz.co.nz](http://www.bnz.co.nz)

## Statement of Accounts as at 09 December 2025

### Your Accounts at a Glance

Account	Account Number	Maturity Date	Balance
Bus First Oncall Account	02-0876-0138303-097		7,288.41

Our investment statements and current disclosure statement may be obtained free of charge from any Bank of New Zealand store, or viewed at [www.bnz.co.nz](http://www.bnz.co.nz).



**BODY CORPORATE NO: 374858**

**13 NOTTINGHAM AVENUE**  
**CHRISTCHURCH**

**NOTICE OF AN ORDINARY RESOLUTION TO BE PASSED BY THE BODY CORPORATE  
WITHOUT A GENERAL MEETING  
S104 Unit Titles Act 2010**

1. The Resolutions below are to be decided by the Body Corporate without a general meeting.
2. The Resolutions relate to the appointment of a Body Corporate Secretary.
3. Following the resignation of Kiri McKenzie from the secretary position, Unit 2 owners have offered to take on the role of Body Corporate secretary. These Resolutions will authorise Steven Darnold to proceed with the secretary role.
4. A Proprietor who is not in arrears with Body Corporate levies is entitled to vote on these Ordinary Resolutions. It is noted no levies have yet been invoiced for this Body Corporate.
5. Please complete and sign the form below and return it to me no later than Tuesday 27<sup>th</sup> September 2022.
6. An Ordinary Resolution must be agreed by the majority of eligible voters who vote in order to be passed.

**RESOLUTIONS FOR POSTAL VOTING BY MEMBERS:**

***1. "That the Body Corporate agrees to appoint Steven Darnold as Secretary to the Body Corporate at 13 Nottingham Ave".***

*I agree*

***3. "That the Body Corporate agrees to Steven Darnold taking on the executive officer role with IRD".***


*I agree*

***4. "That the Body Corporate agrees to Steven Darnold and Robyne Sinclair (Unit 1 owner) becoming signatories of the BNZ bank accounts. Kiri McKenzie and Ken Newsome will be removed as signatories"***

*I agree*

***5. "That the Body Corporate agrees the existing insurance will end on 30th November 2022 and individual owners will arrange own unit insurance effective from 1 December 2022"***

*I agree*

Signature:   
Name: R.E. Sinclair  
Unit No: 1  
Date: 27 September 2022

**PLEASE NOTE:** Your completed voting form needs to be returned to: [kiri.mckenzie@gmail.com](mailto:kiri.mckenzie@gmail.com)

## *BASIC OPERATING RULES*

### AMENDMENTS TO THE THIRD SCHEDULE TO THE UNIT TITLES ACT 1972

*The Rules set out below shall be substituted in their entirety for the existing Rules. These Rules and any additions thereto or amendments thereof may be added to, amended or repealed by resolution of the Body Corporate at a general meeting.*

1. A Proprietor or occupier or any unit shall not:
  - (a) Use or permit that Proprietor's unit to be used for any purpose which is illegal or may be injurious to the reputation of the Body Corporate.
  - (b) Bring into or keep in any unit or on the common land any pet or animal which may unreasonably interfere with the quiet enjoyment of the other proprietors or occupiers or which may create a nuisance;
  - (c) Create any noise likely to interfere with the peaceful enjoyment of the Proprietor or occupier of any other unit or of any person lawfully using the common property;
  - (d) Allow trees or roots to encroach under, upon or above any other unit or the common property;
  - (e) Deposit or throw upon the property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Proprietor or occupier of another unit or of any person lawfully using the common property;
  - (f) Hang any washing, towels, bedding, clothing or other article on any part of the unit (other than on a clothesline designed for this purpose) in such a way as to be visible from outside the unit;
  - (g) Except with the approval in writing of the Committee use or store upon the unit or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than that in the fuel tank of a motor vehicle;
  - (h) Park or stand any motorcar or other vehicle upon the common property except for the purposes of loading and unloading. Proprietors' and occupiers' vehicles are to be parked in garages where available. Garage doors are to be kept closed whenever possible;
  - (i) Damage any lawn, garden, tree, shrub, plant or flower situated upon the common property;

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- 2
- (j) Mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the common property without the approval in writing of the Committee.

2. A Proprietor or occupier of any unit shall:

- (a) Take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor or occupier of another unit or of any person lawfully using the common property;
- (b) Keep clean all glass windows and doors on the boundary of the unit including so much thereof as is common property;
- (c)
  - (i) Maintain within the unit in clean and dry condition an adequate covered receptacle for garbage;
  - (ii) Ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained;
  - (iii) Promptly remove anything which he or the refuse collector may have spilled from the receptacle and take such action as may be necessary to clear the area within which the spillage occurred.
- (d)
  - (i) Ensure that garbage bags or containers deposited on the roadside awaiting collection are in sound condition and securely closed;
  - (ii) Ensure that garbage bags are placed on the roadside in good time for collection on the collection date;
  - (iii) Ensure that household goods and material of any kind other than garbage containers are not deposited on the roadside.
- (e) Leave in a clean and tidy condition any of the common property which may have any mud or residue as a result of a proprietor or occupier washing down his vehicle.

3.

The Committee may from time to time make regulations that will remain in effect until the next annual general meeting or extraordinary general meeting at which time the regulations made by the Committee shall be put before the Body Corporate to either be adopted as an amendment to the Third Schedule to the Unit Titles Act or alternatively rejected in which case such regulation shall have no further force to effect. The Committee may, pursuant to the foregoing power, make regulations for all or any of the following purposes:



- (a) regulating the use or enjoyment of the common property and its amenities;
  - (b) ensuring or enhancing the use and enjoyment by the proprietors of their respective units;
  - (c) prohibiting practices likely to cause damage to or misuse of the common property and promoting practices that are likely to preserve and improve buildings, installations, equipment and apparatus comprised or contained in the common property;
  - (d) maintaining good relations between proprietors and occupiers;
  - (e) maintaining the grounds and gardens of the common property in a neat and tidy condition and preserving and enhancing the character and appearance of buildings and common areas.
4. The Committee shall retain a firm of solicitors and/or architects (as the Committee deems appropriate) to advise the Committee when it makes a regulation pursuant to Clause 3.
  5. Regulations made by the Committee under Clause 3 shall have the same status and effect as rules established under the Third Schedule to the Unit Titles Act 1972. Notwithstanding the foregoing, regulations made by the Committee pursuant to Clause 3, shall not overrule any other rules established under the Second and Third Schedules to the Unit Titles Act 1972.
  6. All differences and disputes which may arise between the proprietors and/or occupiers, or between proprietors and/or occupiers and the Committee touching or concerning these Rules or any act or thing to be done suffered, or omitted in pursuance hereof, or touching or concerning the construction of these Rules, except as otherwise expressly provided, shall be referred to the arbitration of a single arbitrator agreed upon by the parties, or failing agreement by an arbitrator appointed by the President for the time being of the Canterbury District Law Society or his nominee, with such arbitrator to reach a determination on the dispute in accordance with the provisions of the Arbitration Act 1908 or any amendment thereto or any enactment thereof for the time being in force. The decision of the Arbitrator shall bind all parties to the dispute. The Arbitrator shall be entitled to levy costs against particular proprietors and/or against the Body Corporate as is determined by the Arbitrator in his sole discretion.

## NOTICE OF CHANGE OF RULES

To: The District Land Registrar  
Canterbury Registry

NOTICE IS HEREBY GIVEN that the rules of Body Corporate Number 374858 were on 20 December 2006 duly amended in the manner set out in the First Schedule hereto:

Dated at Christchurch this                      day of December 2006

Signed by the said Body Corporate by all of its members:

Prestige Homes (Canterbury) Limited by its Directors:

.....  
Bruce Edward Flett - Director

.....  
Rachael Vivien Flett - Director

### FIRST SCHEDULE

The rules in the Second Schedule to the Unit Titles Act 1972 are amended as follows:

1. Rule 1 is amended by adding sub-clause (g) as follows:
  - (g) Ensure that Units A to D shall only be occupied by either:
    - (i) a person aged 60 years or more or, if there is more than one occupier at least one such person shall be aged 60 years or more, or
    - (ii) a person who qualifies for a permanent invalid's benefit on health grounds or, if there is more than one occupier at least one such person shall be a person who qualifies for a permanent invalid's benefit.
2. Rule 2 is amended by adding sub-clauses (d) and (e) as follows:
  - (d) Ensure that Units A to D shall only be occupied by either:
    - (i) a person aged 60 years or more or, if there is more than one occupier at least one such person shall be aged 60 years or more, or
    - (ii) a person who qualifies for a permanent invalid's benefit on health grounds or, if there is more than one occupier at least one such person shall be a person who qualifies for a permanent invalid's benefit.
  - (e) Ensure that a register is kept of all residents and made available to the Council to ensure compliance with the conditions of a resource consent relating to the land comprised in the unit title.
3. Rule 35 is added as follows:

35 Rules 1(g), 2(d), 2(e) and this rule 35 shall not be varied without first obtaining the prior consent of the Christchurch City Council.



4. Rule 36 is added as follows:

36 When apportioning any costs in relation to maintenance of the right of way marked as "Common Property" on the title plan for access purposes, the proprietor of Unit A will not be liable for any contribution to that maintenance as this access is not used by that proprietor. The owner of Unit A will be responsible for an equal contribution to the maintenance of the services running along the area marked as "Common Property" on the title plan including but not limited to the conveyance of sewage, drainage, telephone and media communications and electricity.

The rules in the Third Schedule to the Unit Titles Act 1972 are amended as follows:

1. Rule (c) is deleted and the following clause inserted in substitution:
    - (c) Keep any animal on his unit or the common property without the prior consent of the committee of the body corporate, or, if there is no committee, of the body corporate unless that animal is:
      - i A small, non-violent dog that is not any type of bull terrier or other dog with a reputation for violent attacks; or
      - ii A cat; or
      - iii A small animal that is kept permanently in an enclosure such as a cage or tank. This may include but is not limited to small fish, guinea pigs or small rabbits;
- And provided that only one animal is to be kept on each unit.

Handwritten signature and initials, possibly "R213".