

DISCLOSURE DATE: 8 March 2023

WAIHI LIFECARE VILLAGE LIMITED

WAIHI LIFECARE VILLAGE

DISCLOSURE STATEMENT

Section 30(1)(a) Retirement Villages Act 2003

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1. CONTACT DETAILS

1.1 Physical Address of Retirement Village:

Waihi Lifecare Village
16 Toomey Street
WAIHI

1.2 Registered Office of Village:

Waihi Lifecare Village
16 Toomey Street
WAIHI

1.3 Address for Service of Retirement Village:

Waihi Lifecare Village
16 Toomey Street
WAIHI

1.4 Operator's Name:

Waihi Lifecare Village Limited

1.5 Operator's Physical Address:

Waihi Lifecare Village
16 Toomey Street
WAIHI

1.6 Operator's Address for Service:

Waihi Lifecare Village Limited
C/- KPMG
Level 2 , 247 Cameron Road
TAURANGA, 3110

1.7 Contact Person for Operator:

Name: Helen Watson & Steven Wallace
Designation: Operators and Village Managers
Office Hours: Tuesday 9am to 4pm
Phone: 07 863 8089 or 02102669258
Fax: 07 863 3534
Email: helen@lifecaregroup.co.nz or steven@lifecaregroup.co.nz

1.8 Contact Person in absence of Village Manager:

Name: Steven Wallace
Designation: Director
Office Hours: Monday to Friday, 9am to 4pm
Phone: 02102669258
Fax: 07 863 3534
Email: steven@lifecaregroup.co.nz

**After Hours Emergency Contact: Nurse on Duty at Rest Home
Phone: 07 863 8089**

1.9 Statutory Supervisor:

The Operator was granted an exemption to appoint a statutory supervisor in June 2008. This exemption was renewed on 14 January 2013 and on 29 May 2018. A copy of the latest Exemption is **attached** as Schedule F.

1.10 Auditor:

Crowe Horwath (NZ) Limited
P O Box 24009
HAMILTON 3253

1.11 Accountant:

KPMG
Level 2, 247 Cameron Road
TAURANGA, 3110

1.12 Solicitors:

Cooney Lees Morgan
P O Box 143
TAURANGA 3140

1.13 Registration Date under the Retirement Villages Act: 27th June 2008

1.14 Registration Number: 2153705

2. DEFINITIONS

2.1 In this Disclosure Statement unless the context otherwise requires:

- **Accounts** mean the latest audited financial statements of the Operator prepared in accordance with the Financial Reporting Act 1993.
- **Act** means the Retirement Villages Act 2003.
- **Annual Administration Charge** means the amount payable in equal fortnightly instalments by the resident towards the expenses and outgoings incurred in the operation, management, administration, maintenance, supervision and insurance of the Village by the Operator or the Body Corporate Manager (including the Common Property) and such costs include all Rates if not directly billed by the territorial authority to the resident or separately assessed for the Unit and on-charged to the Resident by the Operator upon receipt of the rates demand from the relevant territorial authority.
- **Body Corporate** means Body Corporate No: 319312 (South Auckland Registry) and the **Body Corporate Manager** means Waihi Lifecare Village Limited appointed in accordance with clause 3 of the Body Corporate Rules, registered on each resident's Record of Title, Supplementary Record Sheet 84775, memorial 5558401.1.

- **Body Corporate Members** means each owner of a unit in the Village.
- **Code of practice** means the retirement village code of practice approved by the Minister under section 89 of the Act, as varied under section 90 of the Act from time to time.
- **Code of resident's rights** means the code of resident's rights as adopted by the Operator for the Village.
- **Commencement Date** means the date on which the Resident shall be entitled to occupy a Unit as specified in the Second Schedule of the Occupation Right Agreement.
- **Common Property** means those facilities of a shared or communal nature in the Village for the benefit of the residents.
- **Complaints Facility** means the complaints facility established by the Operator for resolution of complaints between residents in the Village or between the Resident and the Operator and includes any policy for resolution of complaints.
- **Date of Disclosure** means the date of this Disclosure Statement.
- **Deferred Management Fee** means the fee payable to the Operator and deducted from the Exit Payment due to the Resident following termination of the Resident's Occupation Right Agreement.
- **Development** means any development or redevelopment of any part of the Village or land on which the Village is situated or immediately adjacent to and develop has the corresponding meaning.
- **Dispose** includes sell, transfer, or in any manner part with any possession of.
- **Entry Payment** means the payment made by the Resident to the Operator on the commencement date of the Resident's Occupation Right Agreement in exchange for the Resident's Right to Occupy the Unit and the right to receive the Exit Payment on the termination of the Resident's Occupation Right Agreement. The Resident's Entry Payment is set out in the Resident's Occupation Right Agreement.
- **Exit Payment** means the Entry Payment minus (if applicable) the Deferred Management Fee and any other amounts set out in clause 38.1 of the Occupation Right Agreement.
- **Exit Payment Date** means the date defined in clause 36 of the Occupation Right Agreement and summarised in paragraph 20.10 below.
- **Financial year** means the year commencing 1 April and ending 31 March.

- **Occupation Right Agreement** means the agreement signed between the Operator and a Resident of a Unit granting the Resident a right to occupy a Unit and includes any written agreement or other document or combination of documents that:
 - (a) On any person the right to occupy a Unit in the Village; and
 - (b) Specifies the terms and conditions to which the right to occupy is subject.
- **Operator** means Waihi Lifecare Village Limited incorporated on 22 April 1998.
- **Rates** means any rates levied for the Unit by the Hauraki District Council and/or the Waikato Regional Council referred to in the Occupation Right Agreement as the territorial authority.
- **Registrar** means the Registrar of Retirement Villages appointed under the Act.
- **Regulations** means the Retirement Villages General Regulations 2006.
- **Representative** means a person:
 - (a) Acting in the place of or for a resident under a power of attorney or enduring power of attorney that has not been revoked or suspended under the Protection of Personal Rights Act 1988; or
 - (b) Who is a welfare guardian or manager appointed for a resident under the Protection of Personal Rights Act 1988; or
 - (c) Who the resident has nominated, subject to provisions of the Protection of Property Rights Act 1988, provided such person shall not be a staff member of the Operator.
- **Resident** means any of the following:
 - (a) A person who enters into an Occupation Right Agreement with the Operator for a Unit (notwithstanding that the cooling off period in the agreement has yet to expire).
 - (b) A person who under an Occupation Right Agreement is for time being entitled to occupy a Unit in the Village.
- **Rest Home and Hospital** means that part of the premises at Toomey Street, Waihi operated by Waihi Lifecare (2018) Limited as a licensed rest home and hospital providing care for the elderly.

- **Retirement Village Property** means the buildings, plant and equipment owned by the Operator (including Common Property, the assets, amenities and utilities within the Village boundary).
- **Rules** means the rules attached to the Occupation Right Agreement in the third schedule of that agreement.
- **Security** means any mortgage, encumbrance, charge or lien granted by the Operator or the Resident.
- **Service Charges** means the charge payable by the Resident for personal services provided to the Resident by the Operator or a service provider at the Village.
- **Termination Date** means the date that a resident's Right to Occupy the Unit ends in accordance with the Resident's Occupation Right Agreement.
- **Unit** means one of the Village's residential dwellings (including if relevant the garage or carport for the Unit) and for which a right to occupy has been or will be granted by the Operator to a resident under an Occupation Right Agreement.
- **Unit Titles Act** means the Unit Titles Act 2010 and any act enacted in replacement or substitution of that legislation.
- **Village** means the Waihi Lifecare Village.
- **Village Manager** is the person employed by the Operator to manage the daily operation of the Village.
- **Waihi Lifecare (2018) Limited** means the related company of the Operator incorporated to own and manage the Rest Home and Hospital at Toomey Street, Waihi.

3. IMPORTANT INFORMATION FOR INTENDING RESIDENTS

Decisions about retirement villages are very important. They have long-term personal and financial consequences.

You should read this Disclosure Statement very carefully.

This Disclosure Statement draws your attention to some of the important matters you should consider before deciding to enter a retirement village.

Ask questions.

You must obtain advice from a lawyer independent of the operator of the village before you sign an occupation right agreement (i.e. a document that confers on any person the right to occupy a residential unit within a village and specifies any terms and conditions to which that right may be subject).

It is common for there to be misunderstandings by residents and their families about:

- The kind of legal interest that the resident has in the village;
- What happens if the resident or their families wants to exit an occupation right agreement;
- The fees and charges that apply to entering, moving between units within, and leaving the village;
- The ongoing fees and charges.

It is important that you and your family understand what is involved in entering into an occupation right agreement to join a retirement village.

Although in most cases you will have fifteen (15) working days to cancel an occupation right agreement after signing it, you should consider the issues carefully before you sign any application form or agreement.

4. OPERATOR'S STATEMENT

- 4.1 Waihi Lifecare Village is intended to provide accommodation for retired men and women over the age of 65 years and to facilitate access to health care at the adjacent Rest Home and Hospital.

5. OPERATOR'S DETAILS

- 5.1 Legal Nature of Operator:

A limited liability company under the Companies Act 2003, company no: 902556.

- 5.2 Helen Claire Watson and Steven Malcolm Wallace are the Operator's directors at the date of disclosure. The directors contact details are:

Village Contact Details:

Toomey Street

WAIHI

Phone: 07 863 8089

Fax: 07 863 3534

Email: helen@lifecaregroup.co.nz or steven@lifecaregroup.co.nz

- 5.3 The Operator's contact details are provided in clause 1.0 above.

6. MANAGEMENT ARRANGEMENTS FOR THE VILLAGE

- 6.1 Village Manager: Steven Wallace & Helen Watson
Duties at Village: All aspects of management of the Village including financial management of the Village, management of staff, ensuring ongoing repair and maintenance of Units and communicating and consulting with residents as required.

- 6.2 The Village Manager's contact details, office hours and the after hours emergency contact number for the Nurse on Duty are provided in clause 1.0 above.

- 6.3 There is a management arrangement between the Operator and related company Waihi Lifecare (2018) Limited and this company employs staff that provide services to the Operator for the proper running of the Village. Staff members report directly to the Village Manager and at the date of disclosure are:

Name	Position	Contact Details
Steven Wallace	Operator/Village Manager	02102669258
	Assistant Village Manager	

- 6.4** At present there is no active residents' committee as any issues that arise are handled informally and directly with the Village Manager, although the Village Manager or Assistant Village Manager usually holds quarterly meetings with residents. Residents have not asked to form a residents committee, however, if they do so the Operator will support such a committee, provided the committee is open to all residents of the Village to participate in.

7. STATUTORY SUPERVISION

- 7.1** The Operator was granted an exemption to appoint a statutory supervisor in June 2008. This exemption was renewed on 14 January 2013 and on 29 May 2018. A copy of the latest Exemption is **attached** as Schedule F. The Exemption expires 29 May 2023.
- 7.2** The Registrar of Retirement Villages is currently considering whether the exemption to appoint a statutory supervisor will continue to apply following changes to incoming Resident's occupancy tenure and consequential amendments to the Village's structure and Occupation Right Agreements (as further detailed in paragraph 8 below).
- 7.3** The core duties of the Statutory Supervisor, if appointed, would be:
- 7.3.1** Provide a stakeholder facility for intending residents and residents who pay deposits or progress payments in respect of occupation right agreements or uncompleted residential units or facilities at the Village;
- 7.3.2** Monitor the financial position of the Village;
- 7.3.3** Report annually to the Registrar and residents on the performance of its duties and the exercise of its powers; and
- 7.3.4** Perform any other duties that are imposed by the Act or any other Act, any regulations made under the Act and any documents of Appointment.

8. UNIT TITLE DEVELOPMENT & BODY CORPORATE RULES

- 8.1** Each Unit at Waihi Lifecare Village has a separate Record of Title, being a stratum estate in freehold, and the Village is a unit title development under the Unit Titles Act 2010.
- 8.2** Residents have historically owned the separate Record of Title for their Unit and had an Occupation Right Agreement from the Operator, however in February 2020 the Operator made a decision to exercise its option to purchase the Record of Title for each Unit on these older occupancy agreements as they become available and grant incoming residents licences to occupy only.

- 8.3** For Occupation Right Agreements entered into on or after 1 February 2020, the Operator will retain ownership of the separate Record of Title for the Unit and the Resident will be granted a contractual licence to occupy the Unit only. The contractual licence to occupy does not grant the Resident any interest in land of the residential unit.
- 8.4** Supplementary record sheet 84775 lists the unit titles issued and the change in the Body Corporate rules. A copy of supplementary record sheet 84775 is **annexed** hereto as Schedule E. Pursuant to section 11 of the Unit titles Act 2010, the Body Corporate Rules have not been updated since the enactment of that Act.
- 8.5** As a unit title development, each owner of a Unit is a member of the Body Corporate. Residents that do not own a title and hold an Occupation Right Agreement only are not owners of a Unit and are therefore not members of the Body Corporate. A Body Corporate Committee has not been formed. The Body Corporate has appointed Waihi Lifecare Village Limited as the manager of the Body Corporate.
- 8.6** In the Body Corporate Rules, residents grant to the Body Corporate or its agent or servant (in this case the manager) powers of entry into and upon their Unit to:
- Enter and view each their Unit;
 - Carry out maintenance, repairs or renewal of any pipes, conduits, wires, cables or ducts for the time being in, upon, under or passing through their Unit and capable of being used in connection with the enjoyment of any other Unit or Common Property;
 - Maintain, repair or renewal of any Common Property;
 - Ensuring rules are observed;
 - Painting and refurbishing the exterior of the Unit.
- A copy of the Body Corporate Rules is **attached** as Schedule D. Residents agree to comply with the Body Corporate rules as occupier of a Unit.
- 8.7** Residents' contributions to maintenance of the Common Property and exterior of the Unit and insurance are paid through the Annual Administration Charge, rather than through a Body Corporate Levy. The Operator holds the insurance policy for the Village as required in the Code of Practice.
- 8.8** The Body Corporate must hold an annual general meeting each year and as the Body Corporate Manager and Operator are the same entity, this meeting is combined with the Operator's reporting obligations to residents.

9. OCCUPATION RIGHT AGREEMENT

- 9.1** For Occupation Right Agreements entered into on or after 1 February 2020, the Resident will not own the separate Record of Title issued for the Unit. Ownership of the Record of Title will remain with the Operator.
- 9.2** Occupation of a Unit in the Village will be under an Occupation Right Agreement, which will grant a Resident the right to occupy a Unit until such time as the right to occupy is terminated either by the Resident or the Operator in accordance with the terms and conditions of the Occupation Right Agreement.
- 9.3** The Resident shall be entitled to use and enjoy the Common Property from the commencement date of the Occupation Right Agreement.
- 9.4** The rights granted to a Resident under an Occupation Right Agreement are personal contractual rights only. Nothing in the Occupation Right Agreement gives a Resident any ownership right or interest in the Village, the Unit or the Common Property. The Occupation Right Agreement does not give a Resident any tenancy or leasehold rights to the Unit.
- 9.5** The Occupation Right Agreement contains the following cooling off periods in accordance with section 28 of the Act (Cooling off period and cancellation for delay):
- 9.5.1** A fifteen (15) day cooling off period where an incoming resident may cancel without reason;
- 9.5.2** For a Unit to be built or completed where the Unit is not finished to a point of practical completion within six (6) months after the proposed date of completion.
- 9.6** If an incoming resident exercises his or her right to cancel the Occupation Right Agreement during the cooling off period any deposit paid by the incoming resident will be refunded in accordance with section 28 of the Act. The full text of section 28 is set out below:

28. Cooling-off period and cancellation for delay –

- (1) An occupation right agreement must contain a provision allowing a resident (other than a person who is a resident solely because of paragraph (c) of the definition of resident applies to that person) to cancel the agreement, -
 - a. Without having to give any reason, by notice given not later than 15 working days after the agreement is signed by the resident; and
 - b. If the agreement relates to a residential unit to be built or completed at a later date and the residential unit is not finished to the point of practical completion of the unit, by notice given at any time after the expiry of the 6-month period.
- (2) Notice of cancellation –
 - a. Must be in writing and in a form that indicates (irrespective of the exact words used) the intention of the resident to cancel the agreement; and
 - b. May be given by a resident or any person authorised in writing by the resident to act on his or her behalf.
- (3) The notice may be given to –
 - a. The operator; or
 - b. The real estate agent or other person who dealt with the resident on behalf of the operator when the resident acquired an occupation right agreement, unless the operator has notified the resident that the person has ceased to act on behalf of the operator; or
 - c. Any person who the operator has notified the resident is a person authorised to receive communications on behalf of the operator.
- (4) The operator is entitled to reasonable compensation for services provided to the resident under the occupation right agreement and for the damage to a residential unit or any facilities in the retirement village for which the resident is responsible before the cancellation takes effect.
- (5) Despite subsection (1), an occupation right agreement may contain a cancellation provision of the kind referred to in subsection (1) that is more favourable to the resident than the provision referred to in subsection (1), but, if the agreement fails to contain any provision of the kind referred to in subsection (1) or contains a provision that is less favourable to the resident than that provision, the agreement is deemed to contain the provision referred to in subsection (1).

10. AVOIDING OCCUPATION RIGHT AGREEMENT

10.1 Residents have a right to avoid an Occupation Right Agreement, but only if the resident enters into the agreement in the circumstances described in the table below and the circumstances involve:

- (a) A significant detriment to the Resident; or
- (b) A material (not merely technical or minor) breach of the Act; or
- (c) Deliberate misconduct by the Operator of the Village.

The right to avoid the agreement is in section 31 of the Act. The Resident can use the right only by giving written notice to the Operator within the described period in the relevant row of the table below.

Circumstances	Period
The Village was not registered but was required to be.	3 years after the Resident entered into the agreement, or 6 months after the Resident knew or ought to have known such circumstances existed, whichever period ends first.
The registration of the Village was suspended and the Operator had been notified of the suspension.	3 years after the Resident entered into the agreement, or 6 months after the Resident knew or ought to have known such circumstances existed, whichever period ends first.
The agreement did not contain, in clear unambiguous form, the material it was required by the Act to contain.	1 year after the Resident entered into the agreement, or 6 months after the Resident knew or ought to have known such circumstances existed, whichever period ends first.
The Resident did not receive independent legal advice before entering into the agreement.	1 year after the Resident entered into the agreement, or 6 months after the Resident knew or ought to have known such circumstances existed, whichever period ends first.
Before entering into the Agreement the Resident did not receive a disclosure statement that complied with the Act, the resident's code of rights, the code of practice or a statement when the code would come in to force, and a copy of the agreement.	1 year after the Resident entered into the agreement, or 6 months after the Resident knew or ought to have known such circumstances existed, whichever period ends first.

Resident should seek legal advice before using the right.

If the Resident uses the right to avoid the Occupation Right Agreement he or she is entitled to a refund of some of the amounts paid by the Resident for the right to occupy the Unit, and for the services or facilities that were not provided, interest and

actual and reasonable costs associated with exercising the right (such as legal expenses and removal costs).

The Operator may dispute the Resident's right to avoid the Occupation Right Agreement and may refer the matter to a disputes panel under the Act.

11. RESIDENT'S INTEREST IN THE UNIT

11.1 The table below sets out the rights that a Resident has (or does not have as the case may be) in respect of the following matters:

Resident's Right	Conditions/Limits (for example consent of the Operator)
To sell or market the Unit	<p>The Resident does not have the right to sell or market the Unit.</p> <p>The Operator is responsible for the sale and marketing of Units in the Village. Clause 34 of the Occupation Right Agreement sets out the process for finding a new resident.</p> <p>The Resident may introduce a prospective new resident to the Operator, however the Operator is not obliged to accept any prospective new resident who the Operator considers is unsuitable as a resident of the Village and/or who is not prepared to enter into an Occupation Right Agreement on the Operator's then standard terms and conditions and for the best price reasonably obtainable.</p>
To mortgage or otherwise borrow against the Resident's interest in the Unit	The Resident does not have the right to mortgage or otherwise borrow against the Resident's interest in the Unit.
To grant a security interest in the termination proceeds	The Resident does not have the right to grant a security interest in the termination proceeds
To let the Unit to another person	The Resident does not have the right to let the Unit to another person
To have a member of the Resident's family, including a de facto partner of the Resident) stay with the resident in the Unit	Relatives, friends and other visitors are permitted to stay in the Unit for periods not exceeding 3 weeks at any one time and up to an aggregate total for all guests of 90 days in any 12 month consecutive period. The Operator may at its discretion consent to longer periods of visitation, however, the Operator may withdraw this consent at any time.
To have a person board with the resident in the Unit	The Resident does not have the right to have a person board with the resident in the Unit.
To have a person stay with the resident in the Unit as a	Yes, subject to the approval of the Operator prior to any such arrangements being put in place and approval is

companion or carer for the Resident	at the discretion of the Operator.
To have a person stay in the Unit to mind it for the Resident while the Resident is away	Yes, subject to the terms and conditions in the Occupation Right Agreement on visitors mentioned above.
To keep a pet in the Unit	The Resident shall not keep any pet without the prior approval of the Operator. Such consent shall be at the discretion of the Operator and may be withdrawn at any time.

12. VILLAGE RULES

- 12.1** The Operator makes rules necessary for the efficient management and operation of the Village and the Common Property.
- 12.2** The full text of the rules is set out in the third schedule of the Occupation Right Agreement.
- 12.3** The Operator's rules affecting a Resident's use of a unit in the Village are briefly summarised as follows:

Right	Limitation
Use of Unit	<p>The Occupation Right Agreement grants the Resident the right to quiet enjoyment and use of the Unit subject to the terms and conditions in the agreement including those in the Operator's rules.</p> <p>The limits on use of a Resident's Unit include:</p> <ul style="list-style-type: none"> • Not to create any noise in the Unit which is likely to interfere with the peaceful enjoyment of the other residents in the Village; • Not to interfere with the peaceful enjoyment of the other residents in the Village of their unit or cause a nuisance or annoyance to other residents.

- 12.4** As set out above, the Body Corporate Rules also contain a schedule of rules and the general intent of these rules mirrors those of the Operator's set out above.

13. VARYING OR REPLACING OCCUPATION RIGHT AGREEMENT

- 13.1** The Operator may vary or replace the Occupation Right Agreement for the purpose of:

13.1.1 Incorporating a material change to the information contained in the agreement which has become apparent or necessary from:

- (a) A change in circumstances of the Operator;
- (b) A change in the law including any change in the code of practice;
- (c) On the request of the Statutory Supervisor (if appointed).

13.1.2 To remedy a mistake or error in the agreement.

13.2 The right to vary or replace an Occupation Right Agreement is in clause 49 of the Occupation Right Agreement.

14. TERMINATION OF THE OCCUPATION RIGHT AGREEMENT

14.1 The Occupation Right Agreement may be terminated by the Operator or a Resident in accordance with the terms and conditions in the Occupation Right Agreement. The relevant provisions of the Occupation Right Agreement are:

14.1.1 Damage or destruction of Unit, clause 29, where a Unit has been damaged or destroyed and it is not practicable for the Unit to be repaired or replaced.

14.1.2 Termination by the Operator, clause 30, on the following grounds;

- (a) Medical grounds;
- (b) Breach or default of terms or conditions of the Occupation Right Agreement by a Resident;
- (c) Serious harm or damage by a Resident to a Unit or the common facilities in the Village;
- (d) Serious injury, harm or distress by a Resident to an employee of the Operator or any other Resident;
- (e) Abandonment of a Unit by a Resident;
- (f) Damage or Destruction of Unit.

14.1.3 Notice of Termination by the Operator, clause 31.

14.1.4 Termination on Death, Permanent Care or Sale of the Unit, clause 32.

14.1.5 Termination by the Resident, clause 33.

- 14.2** If a person other than a Resident (for example, a caregiver) is living in the Unit on termination that person must immediately vacate the Unit.

15. MOVING TO REST HOME OR HOSPITAL

- 15.1** The Occupation Right Agreement does not contain a right for a resident to leave their Unit and move into the neighbouring Rest Home and Hospital operated by Waihi Lifecare (2018) Limited.
- 15.2** However, if space is available in the Rest Home and Hospital, the Operator will endeavour to accommodate the Resident subject to compliance with normal entry criteria and an assessment by the Operator or other qualified assessor that rest home or hospital care offered at the Rest Home and Hospital is suitable for the Resident.

16. EFFECT OF MARRIAGE ON THE OCCUPATION RIGHT AGREEMENT

- 16.1** If after the commencement date of an Occupation Right Agreement, a Resident marries or enters into a de facto relationship or civil union, the Resident's spouse will not by reason of this marriage or civil union be entitled to receive the benefit of the Resident's rights under the Occupation Right Agreement. The Operator will have no obligation of a contractual or any other nature to the Resident's spouse.
- 16.2** The Resident's spouse may live with the Resident in the Resident's Unit subject to the Operator's prior consent being obtained and the Resident's spouse complying with the rules of the Village. The Operator may give or decline its consent at its discretion and may withdraw its consent at any time at its discretion.
- 16.3** On the termination of the Resident's Occupation Right Agreement, the Resident's spouse must immediately vacate the Resident's Unit.
- 16.4** If the Resident would like their spouse to become a Resident of the Unit under an Occupation Right Agreement, the Operator will require the original Occupation Right Agreement to be terminated and replaced with a new Occupation Right Agreement. The Operator reserves the right to charge the usual fees and make the usual deductions on termination (clauses 37 and 38 of the Occupation Right Agreement) but may in its discretion waive its right to do so either wholly or in part.

17. UNIT OR VILLAGE PROPERTY DAMAGED OR DESTROYED

- 17.1** Clause 29 of the Occupation Right Agreement sets out in detail the procedure to apply if a Unit or village property are damaged or destroyed. The terms of clause 29 are summarised in this clause.

- 17.2** If a Resident's Unit is damaged or destroyed, the Operator is not required to provide the Resident with temporary accommodation. If the Operator has a unit available that is suitable temporary accommodation for the Resident, or accommodation within the Rest Home and Hospital the Operator may offer this temporary accommodation to the Resident. Any offer of temporary accommodation will be subject to the Resident:
- 17.2.1** Accepting the terms of a temporary accommodation agreement if requested by the Operator;
 - 17.2.2** Paying all moving costs;
 - 17.2.3** Paying the Annual Administration Charge for the temporary accommodation and Service Charges for personal services received by you when in the temporary accommodation;
 - 17.2.4** The Deferred Management Fee under the Resident's Occupation Right Agreement continuing to accrue whilst you are living in the temporary accommodation in accordance with the terms of that agreement.
- 17.3** The Operator shall advise the Resident within five (5) working days of an event damaging or destroying a Unit if temporary accommodation is available.
- 17.4** Any offer of temporary accommodation will be on the basis that the accommodation is only available to the Resident whilst the Resident's Unit is being repaired or replaced and the accommodation will be promptly vacated when the Unit is available for re-occupation. Failure by the Resident to return to their Unit may result in termination of the Occupation Right Agreement.
- 17.5** The Occupation Right Agreement also provides that if a Resident's Unit is damaged or destroyed due to a no fault event, the Operator will from the date of damage or destruction until the date the Unit is available for re-occupation:
- 17.5.1** Stop charging the Resident for the Annual Administration Charge and Service Charges; and
 - 17.5.2** The accrual of the Deferred Management Fee shall cease for that period of time,
- however, if temporary accommodation is supplied to the resident the resident shall pay the Annual Administration Charge for the temporary accommodation and Service Charges to the Operator and the Deferred Management Fee will continue to accrue.
- 17.6** The Operator has an obligation to repair or replace a Unit if it is practicable to do so. It shall not be practicable to repair or replace a Unit if:
- 17.6.1** The Operator's insurance claim is declined by its insurer;

17.6.2 The cost of repairing or replacing the Unit and other facilities in the Village (including infrastructure) exceeds the sum the Operator will receive under its insurance policy (notwithstanding that the policy is for full replacement);

17.6.3 The extent of the damage to the land and buildings, or the risk of further damage to the land on which the Village is situated or to the infrastructure in the Village is such that the Operator determines that the land is no longer a suitable site for a retirement village; or

17.6.4 The Operator cannot obtain all necessary consents from the relevant territorial authority.

17.7 The Operator has an obligation to consult with residents and must do so in accordance with the Code of Practice. Working with insurance assessors, territorial authority representatives and appropriate experts such as geotechnical engineers, the Operator will endeavour to obtain as soon as practicable all information required to allow an informed assessment to be made on whether it is practicable for the Unit and/or Village property to be repaired or replaced. The process of consultation and provision of information to residents is set out in clause 29.8 of the Occupation Right Agreement.

17.8 If it is not practicable to repair or replace the Unit, the Operator may offer the Resident a transfer to another unit (which may be an existing unit or one to be constructed). If the Operator is not able to make such an offer, the Operator will give notice terminating the Occupation Right Agreement. The notice to terminate will set out the amount to be paid to the Resident and this amount will be calculated as follows:

17.8.1 The Entry Payment paid by the Resident on entry into the Occupation Right Agreement less any Annual Administration Charges and Services Fees owed by the Resident to the Operator;

17.8.2 No deduction of the Deferred Management Fee will be made from the amount payable to the Resident; provided

17.8.3 The Resident will not receive:

- (a) The benefit of any capital gain;
- (b) Any EQC payment for the Unit or the land on which it is situated.

17.9 If an offer to transfer to another unit has been made by the Operator and has not been accepted by the Resident, the Resident shall be deemed to have terminated his or her Occupation Right Agreement and the Deferred Management Fee will be deducted in accordance with clause 37 of the Occupation Right Agreement.

- 17.10** Payment to the Resident under clause 29.8 will be no later than ten (10) working days after the date the Operator receives payment in respect of any insurance claim for the Unit.

18. CONSTRUCTION AND CONDITION OF THE VILLAGE

- 18.1** The Village comprises 25 units and a chapel.
- 18.2** The construction of the units is timber with PVC cladding. Some units are wheelchair accessible and some have internal access garages. Construction of the units commenced in 1999 and was completed in 2004.
- 18.3** At the date of disclosure, the units are in a tidy condition although some units that are currently occupied are in original or otherwise dated decorative condition. From 1 February 2020 the Operator will be refurbishing the interior of the Units that it buys-back from outgoing resident as part of the changes referred to in paragraph 8.2 above prior to commencement of the incoming resident's licence to occupy.
- 18.4** The chapel of brick and tile construction is for use by residents. The chapel contains a kitchen and is available for use by residents on request.
- 18.5** When initially constructed the units were supplied with fitted carpet and vinyl floor coverings, light fittings and a stove. Some units also were supplied with a Laundromat and fridge. Historically residents were responsible for supplying drapes and curtains. From 1 February 2020, all refurbished Units will be supplied with a call bell system, smoke detectors, carpet and fixed floor coverings, curtains and blinds, light fittings, stove/oven and hob, garage door opener and remote. Any additional items supplied by the Operator to a particular unit will be listed in the Second Schedule of the Occupation Right Agreement for that unit.
- 18.6** Access to each unit in the Village is from Toomey Street and Seddon Avenue, Waihi.
- 18.7** Schedule of improvements and maintenance schedule for improvements:

Improvements available in Village	Condition at date of disclosure	Maintained by Operator
Chapel	Good	Yes
Paths	Good	Yes
Driveways	Good	Yes
Roads	Average	Yes
Grounds	Good	Yes
Lighting	Good	Yes

- 18.8** Additional maintenance details for the Village are set out in Part 1 of Schedule A.

- 18.9** Additional services provided by the Operator and the Service Charges payable for the additional services are set out in Schedule B.
- 18.10** The Operator will review the above charges on an annual basis at the end of each financial year. Residents are not involved in this review process but will be advised at the annual general meeting or as soon as practicable thereafter of any increase in the fees.
- 18.11** The Operator does not intend offering any other services or facilities in the Village.

19. OCCUPANCY OF THE VILLAGE

- 19.1** At the date of this disclosure statement one unit in the Village is for sale (licence to occupy).
- 19.2** At the date of this disclosure statement there are 23 occupied units and 2 unoccupied units.
- 19.3** From 1 February 2020 (when the Operator started exercising its option to buy-back units and re-sell under a licence to occupy) the actual and average time taken to date to dispose of vacant residential units (if any) to new residents are as follows:

<u>Cottage number</u>	<u>Total days from buy back and on-sale</u>
4	78
5	270
9	149
12	71
19	132
Average:	140 days

Note: The above re-sale timeframes includes time taken to negotiate the buy-back from the outgoing going resident (including obtaining valuations and agreeing a re-purchase price) and the a 90 day settlement period once the re-purchase agreement is signed. The Cottages were also re-furbished by the Operator during this time and were not marketed for re-sale until the refurbished was substantially complete. The Operator anticipates that re-sales of Cottages on the ORA only structure will be quicker as the exit process is simplified and the Exit Payment is based on the Entry Payment (see paragraph 20 below).

- 19.4** Prior to 1 February 2020 under the previous structure, the Operator did not keep records on how quickly units sold as outgoing Residents were responsible for on-sales and did not provide the Operator with this information.

20. SALE OF UNIT / EXIT PAYMENT ON TERMINATION

Occupation Right Agreements entered into on or after 1 February 2020

Sale Process

- 20.1** For Occupation Right Agreements entered into on or after 1 February 2020, the Operator is responsible for the re-sale of the Unit. The Operator is required to take all reasonable steps to obtain a new resident for the Unit who the Operator considers suitable as a resident of the Village and who is prepared to enter into an Occupation Right Agreement on the Operator's then standard terms and conditions for new Occupation Right Agreements and for the best price reasonably obtainable.
- 20.2** A Resident may introduce a prospective new resident for their Unit to the Operator at any time prior to the Operator entering into a new Occupation Right Agreement for the Unit. The Operator is not obliged to accept any prospective new resident who the Operator considers is unsuitable as a resident of the Village and/or who does not comply with clause 34.1 of the Occupation Right Agreement.
- 20.3** The Operator does not have to obtain a new resident if:
- (a) the Occupation Right Agreement terminates under the damage and destruction provisions in clause 29.8(c) as summarised in paragraph 17 above; or
 - (b) the Operator decides it does not want a new resident occupying the Unit.
- 20.4** The Operator will consult with the Resident about the marketing of their Unit. In particular, the Operator will consult with the Resident about:
- (a) when the Unit goes on the market; and
 - (b) the general nature of the marketing plan for the Unit.
- The Operator will continue to keep the Resident informed on a monthly basis about progress with marketing.
- 20.5** If a new Occupation Right Agreement for the Unit has not been entered into within three months of the Termination Date, the Operator will report in writing to the Resident and then provide monthly written reports until a new Occupation Right Agreement is entered into. The Operator will ensure that the report sets out the steps that have been taken to market the Unit and the progress that has been made towards finding a new resident.
- 20.6** If the Operator has not entered into a new Occupation Right Agreement for the Unit within six months of the Termination Date, the Operator will obtain a valuation of the Unit at its cost by an independent registered valuer who is experienced in valuing retirement village units to establish a suitable price at which to market the Unit. The Operator will provide the Resident with a copy of this valuation. If the Resident does not agree with it, the Resident may

obtain a second valuation performed by an independent registered valuer who also is experienced in valuing retirement village units, at the Resident's cost.

- 20.7** The Operator will then market the Unit at the price established by the valuation obtained by the Operator in accordance with paragraph 20.6 above. If however, a Resident has obtained a second valuation in accordance with paragraph 20.6 then the Operator will consider that second valuation when determining a suitable price at which to market the Unit.
- 20.8** If a new resident has not been found and a new Occupation Right Agreement entered into in respect of the Unit within nine (9) months after the Termination Date, the Resident or the Resident's personal representatives may give a dispute notice in accordance with clause 44 of the Occupation Right Agreement.

Exit Payment

- 20.9** Except where clause 29.8(c)(iv) of the Occupation Right Agreement relating to damage and destruction applies (discussed in paragraph 17 above), the Operator will pay the Exit Payment minus the amounts set out in clause 38.1 of the Occupation Right Agreement (set out in paragraph 21 below) to the Resident on or before the Exit Payment Date.
- 20.10** The Exit Payment Date is any date within five (5) working days after the date the Operator receives full settlement of the total amount payable by any new resident for the Unit, except:
- (a) If the Operator agrees with the Resident in writing that the Resident will be paid the Exit Payment prior to finding a new resident to enter into an Occupation Right Agreement, then the Exit Payment Date is the date 20 working days after agreement is reached;
 - (b) If the Operator decides that it does not want a new resident occupying the Unit, then the Exit Payment Date is twenty (20) working days after the Operator notifies the Resident its decision; or
 - (c) If the Operator has initiated termination under clauses 30.1(a), (e), (f) or (g) of the Occupation Right Agreement (set out in paragraph 14.1.2 above), then the Exit Payment Date shall be within five (5) working days of the date of expiry of the applicable termination notice period as set out in clause 31.4(f) of the Occupation Right Agreement.
- 20.11** In the event of damage or destruction of a Resident's Unit and a decision not to repair or replace the Unit, the Operator will pay the Resident on termination in accordance with clause 29 of the Occupation Right Agreement. Details of clause 29 are summarised in clause 17 of this Disclosure Statement.
- 20.12** Where payment is made to the personal representative of the Resident the Operator will be entitled to be satisfied that the personal representative holds proper probate of the Resident's Will or letters of administration of the Resident's Estate before making payment. If there is any delay in meeting the Operator's requirements in this regard then the Operator will arrange for the money due to the Resident to be deposited in its solicitors trust account on interest bearing account to the Resident's account until the Operator's requirements are met.

Occupation Right Agreements entered into prior to 1 February 2020

20.13 For Occupation Right Agreements entered into prior to 1 February 2020, the Resident and/or owner of the Unit is responsible for the sale of the Unit in consultation with the Operator. The Operator has no control over the sales process for these units, however the Operator does have the first option to purchase the units as they become available. The Operator has made a decision to exercise this option when the units become available and implement the changes discussed in paragraphs 8, 9.1, 18.3 and 20.1 above. The Operator may however waive or decline its option to purchase any particular unit or reverse this decision in the future.

21. CHARGES PAYABLE ON TERMINATION

21.1 On the termination of an Occupation Right Agreement, the Resident agrees to pay the following charges to the Operator:

- 21.1.1** A Deferred Management Fee up to a maximum amount equal to 30% of the Entry Payment in accordance with clause 37 of the Occupation Right Agreement. The Deferred Management Fee will be a minimum amount equal to 7.5% of the Entry Payment and will increase over time. The Deferred Management Fee shall accrue on a daily basis at a rate equal to 7.5% of the Entry Payment per year, up to a maximum amount equal to 30% of the Entry Payment. The Deferred Management Fee will be calculated from the Commencement Date until the earlier of the Termination Date or four (4) years from the Commencement Date.
- 21.1.2** any outstanding Annual Administration Charges payable in accordance with clause 14 of the Occupation Right Agreement;
- 21.1.3** any outstanding Services Charges payable in accordance with clause 15 of the Occupation Right Agreement;
- 21.1.4** any outstanding costs for additional services provided to you;
- 21.1.5** any outstanding utility charges;
- 21.1.6** any outstanding Rates charges;
- 21.1.7** the actual costs of repairing any damage caused to the interior of the Unit (including the Operator's Chattels) which is not attributable to fair wear and tear;
- 21.1.8** the actual costs of repairs, maintenance or replacement payable by the Resident in accordance with clause 13.10(d) of the Occupation Right Agreement;
- 21.1.9** the actual costs of refurbishing the interior of the Unit (including the Operator's Chattels) which is not attributable to fair wear and tear payable in accordance with clause 17 of the Occupation Right Agreement;

- 21.1.10** any alteration or reinstatement costs that the Operator is entitled to under the Occupation Right Agreement;
- 21.1.11** the actual costs of cleaning the Unit if it is not left in a clean and tidy condition; and
- 21.1.12** any other money due or that will be due from you under the Occupation Right Agreement.
- 21.2** The Deferred Management Fee is set out in clause 34 of the Occupation Right Agreement and is not reviewable for the term of the Occupation Right Agreement.
- 21.3** The Deferred Management Fee will not be payable where the Occupation Right Agreement is terminated by the Operator where the Unit is damaged or destroyed and the Operator decides not to repair or replace the Unit and is unable to offer you the option of transferring to another unit (clause 29.8(c)(iii) of the Occupation Right Agreement) or if the Occupation Right Agreement is cancelled during the cooling off period.
- 21.4** The Resident will not receive the benefit of any increase in the value of the Unit (capital gain). Apart from the deductions itemised in clause 21.1, the Resident will not bear the cost of any decrease in value of the Unit (capital loss).
- 21.5** The charges itemised in clause 21.1 above shall apply when a Resident transfers from one Unit to another within the Village with the following exceptions:
- 21.5.1** An additional fee equal to 2.5% of the New Entry Payment will apply ("Transfer Fee"). A Transfer Fee does not apply to a transfer where a unit is damaged or destroyed and the circumstances in clause 29 of the Occupation Right Agreement apply; and
- 21.5.2** For your first transfer to another unit within the Village, you will only pay one Deferred Management Fee for the first unit and the new unit. The Deferred Management Fee will be calculated on the higher value of the two units. This does not apply to any subsequent transfers.

22 EXAMPLES OF RETURN ON TERMINATION AND APPLICATION OF DEFERRED MANAGEMENT FEE

- 22.1** The following examples of estimated return on termination of an Occupation Right Agreement.

Example 1 – 11 months

Commencement Date	1 March 2020
Termination Date	1 February 2021 (337 days)
Entry Payment	\$320,000.00
Less Deferred Management Fee, comprising:	\$24,000.00
a) Minimum 7.5% of Entry Payment	

Less estimated refurbishment costs	\$1,000.00
Less any Outstanding Annual Administration Charges or Services Charges	\$0.00
Total:	\$295,000.00

Example 2 – 2 years (24 months)

Commencement Date	1 March 2020
Termination Date	28 February 2022 (730 days)
Entry Payment	\$320,000.00
Less Deferred Management Fee, comprising: a) Minimum 7.5% of Entry Payment: \$24,000.00 b) 7.5% of Entry Payment for Year Two: \$24,000.00	\$48,000.00
Less estimated refurbishment costs	\$3,000.00
Less any Outstanding Annual Administration Charges or Services Charges	\$0.00
Total:	\$269,000.00

Example 3 – 5 years (60 months)

Commencement Date	1 March 2020
Termination Date	28 February 2025 (1,826 days)
Entry Payment	\$320,000.00
Less Deferred Management Fee, comprising: a) Minimum 7.5% of Entry Payment: \$24,000.00 b) 7.5% of Entry Payment for Year Two: \$24,000.00 c) 7.5% of Entry Payment for Year Three: \$24,000.00 d) 7.5% of Entry Payment for Year Four: \$24,000.00 Total Deferred Management Fee of 30% of Entry Payment	\$96,000.00
Less estimated refurbishment costs	\$15,000.00
Less any Outstanding Annual Administration Charges or Services Charges	\$0.00
Total:	\$209,000.00

Example 4 – 10 years (120 months)

Commencement Date	1 March 2020
Termination Date	28 February 2030 (3,652 days)
Entry Payment	\$320,000.00
Less Deferred Management Fee, comprising: a) Minimum 7.5% of Entry Payment: \$24,000.00 b) 7.5% of Entry Payment for Year Two: \$24,000.00 c) 7.5% of Entry Payment for Year Three: \$24,000.00 d) 7.5% of Entry Payment for Year Four: \$24,000.00	\$96,000.00

Total Deferred Management Fee of 30% of Entry Payment	
Less estimated refurbishment costs	\$20,000.00
Total:	\$204,000.00

Note: The refurbishment costs used in the examples are estimates only. The actual refurbishment cost will depend on the condition of the unit at the commencement date, the scope of works required to refurbish the unit and the actual costs of such works on termination (but in all cases excluding the cost fair wear and tear to the unit).

By its very nature an estimated rate of return is “an estimate” and is not in any way guaranteed or represented by the Operator as being the likely or actual rate of return that may be received by an outgoing resident.

22.2 The manner in which the Occupation Right Agreement is terminated will affect the return a Resident receives where:

22.2.1 a Unit is destroyed or damaged and will not be repaired or replaced as set out in the circumstances in clause 29 of the Occupation Right Agreement (in such circumstances the Deferred Management Fee will not be payable); or

22.2.2 the Resident transfers to another Unit in accordance with clause 28 of the Occupation Right Agreement and the other unit has a higher Entry Payment.

In all other cases, the manner in which the Occupation Right Agreement is terminated will not affect the return a Resident receives (other than due to the length of time a Resident has occupied a Unit in relation to the calculation of the Deferred Management Fee).

23 ANNUAL ADMINISTRATION CHARGE AND SERVICES CHARGES

Annual Administration Charge

23.1 Under the Occupation Right Agreement the Resident is responsible for the Annual Administration Charge for the items listed in the First Schedule of the Occupation Right Agreement. The Annual Administration Charge will be increased by the Operator to recoup any increase in the cost of the outgoings covered by the Annual Administration Charge.

23.2 The Operator will issue an initial fortnightly account to the Resident for the Resident's share of the Annual Administration Charges. The Resident will set up a fortnightly automatic payment for the Annual Administration Charge. The Operator will acknowledge receipt of this payment by issuing quarterly receipts to the Residents.

23.3 The 2022/2023 Annual Administration Charge payable by Residents is \$1266.51 per fortnight.

Note:

- The Annual Administration Charge is inclusive of GST.
- The Operator may increase the Annual Administration Charge to recover any increase in goods and services tax during any financial year.
- The Annual Administration Charge stated above includes Waikato Regional Council Rates but does not include Hauraki District Council Rates which are separately levied for the Unit and charged to the Operator. The Operator will on-charge Hauraki District Council Rates to you upon receipt of a rates demand from the council.

23.4 The forecast statement for the Annual Administration Charge is based on actual costs incurred by the Operator.

23.5 A Resident shall continue to pay the Annual Administration Charge until the commencement date of a new Occupation Right Agreement for the Resident's Unit; however, the Annual Administration Charge shall be reduced by 50% if a new unconditional Occupation Right Agreement has not been entered into for the Unit by the later of:

23.5.1 six (6) months after the Termination Date; or

23.5.2 the date the Resident ceases to live in the Unit and removes all their possessions.

Service Charges

23.6 Under the Occupation Right Agreement the Resident shall pay to the Operator any Service Charges incurred by the Operator on the Resident's behalf. Service Charges are charges payable by a Resident for personal services provided to the Resident either by the Operator or a service provider to the Village.

23.7 The additional services provided by the Operator and corresponding Service Charges as at the date of disclosure are listed in Schedule B. The Service Charges payable by a Resident may vary depending on the services used by the Resident.

23.8 The Operator will issue an initial invoice for Service Charges incurred by a Resident and further invoices will be issued should there be a change or increase to these charges. Payment will be due fortnightly unless otherwise arranged with the Operator.

23.9 As soon as the Operator becomes aware of any increase in the cost of personal services provided to Residents it will advise the Residents of the increase.

23.10 The Operator may at its discretion withdraw or alter any of the services listed in Schedule B at any time following reasonable consultation with residents.

24 MAINTENANCE

24.1 The Operator is responsible for carrying out the following maintenance:

- The external maintenance of the units;
- Common Property, including all chattels, fixtures and fittings used or intended to be used for or in connection with the Common Property, pathways, roads within the Village, grounds and gardens in the Village (but excluding ground and garden areas attributable to any individual unit);
- Security systems;
- Fire protection and management systems.

24.2 The cost of the above maintenance is included in the Annual Administration Charge payable by each Resident.

24.3 The Resident is to keep at all times the Unit and its surrounds, together with the Operator's Chattels, in a proper, tidy, clean and sanitary condition and (where appropriate) working order. The Resident must give the Operator prompt notice of any defect, want of repair or damage to the Unit or the Operator's Chattels. The Operator is responsible for making all necessary arrangements for any repairs, maintenance or replacements (at the Resident's cost) to:

- The interior of the Unit; and
- The fixtures and fittings in the Unit. ;and The Operator's Chattels in the Unit as defined in the Occupation Right Agreement.

24.4 The Operator will consult the Resident about any repairs, maintenance or replacement to be carried out to the interior of the Unit. The Operator will invoice the Resident for the costs of such repairs, maintenance or replacement at the end of each month. Payment must be made no later than the 20th of the month following the date of invoice.

24.5 The Resident agrees to permit the Operator to inspect the interior of the Unit to ensure that it is in good repair and condition and to permit the Operator and its contractors or tradesman to carry out repairs and maintenance of the Unit.

24.6 The Operator does not currently operate a separate bank account for a long term maintenance fund.

24.7 The Operator carries out routine maintenance as required. For extraordinary repairs the Operator consults with residents either at the annual general meeting or at a special general meeting called for this purpose.

- 24.8** Should a long term maintenance fund be established, the Resident will not be entitled on termination of his or her Occupation Right Agreement to a refund or credit from this maintenance fund.

25 REFURBISHMENT OF UNITS

- 25.1** On termination of the Occupation Right Agreement, the Resident must ensure that the Unit and the Operator's Chattels are in a similar repair, order and condition as they were in at the Commencement Date, except for fair wear and tear or any damage by fire, earthquake or inevitable accident.
- 25.2** The Operator will consult with the Resident prior to determining whether the interior of the Unit requires refurbishment. If in the view of the Operator it is reasonably necessary to refurbish the interior of the Unit or repair or replace any of the Operator's Chattels in order to comply with the obligations of the Resident, then the Resident will be required to pay for the costs of such refurbishment (excluding Fair wear and tear), which will be deducted from the Resident's Exit Payment in accordance with clause 38.1 of the Occupation Right Agreement.
- 25.3** The Operator will, after consultation with the Resident, determine the scope of work required to refurbish the Unit and (if required) the repair or replacement of any of the Operator's Chattels. The Operator shall arrange (at the Resident's cost) for the refurbishment of the interior of the Unit and (if required) the repair or replacement of any of the Operator's Chattels prior to the Unit being marketed for re-sale and as soon as reasonably possible.
- 25.4** Any disagreement regarding the refurbishment of the interior of the Unit or the repair or replacement of the Operator's Chattels shall firstly be referred to the Complaints Facility as set out in clause 43 of the Occupation Right Agreement.

26 NO ALTERATIONS TO UNIT WITHOUT PRIOR CONSENT

- 26.1** A Resident must not make any alterations or additions to a Unit, or modify the Operator's Chattels, or fit television aerials, radio aerials or other appurtenances to a Unit, without the Operator's prior written consent, except where the below paragraph applies. The Operator may give or withhold consent at its sole discretion.
- 26.2** If a Resident has a disability or develops a disability and the Unit does not accommodate this disability the Resident may carry out such alterations as are necessary to accommodate their disability, provided however that prior to any such alterations being commenced the Resident shall:
- 26.2.1** Advise the Village Manager of the disability and the alterations required to accommodate this disability;

- 26.2.2** Discuss with the Village Manager whether it is appropriate for the Resident to transfer to another unit in the Village or to the Rest Home and Hospital (subject to availability);
 - 26.2.3** Provide the Village Manager with a complete set of plans and specifications for prior approval by the Operator, such approval will not be unreasonably withheld;
 - 26.2.4** Obtain all territorial authority consents necessary for the alterations;
 - 26.2.5** Obtain the prior consent of the Body Corporate as provided in clause 1.1 of the Body Corporate Rules (if required).
- 26.3** The alterations that the Resident may carry out under this clause shall not include any alterations that are structural in nature.
- 26.4** The Resident shall only engage the services of a contractor or tradesman approved by the Operator to carry out the alterations and the Resident shall pay the cost of all such alterations.
- 26.5** On termination of the Occupation Right Agreement, the Operator may at its discretion and at the Resident's cost reinstate the Unit to its original condition. If however the Operator agrees not to require the Resident to reinstate the Unit, the Resident will not be entitled to any compensation for such alterations and the Operator may require the Resident to make a payment to the Operator to reflect any reduction in value of the Unit caused by the alterations. Prior to the Operator beginning any reinstatement work under this clause, the Operator shall consult with the Resident about the options available to each party.

27 FINANCIAL ACCOUNTS AND INFORMATION FOR THE VILLAGE

- 27.1** At the beginning of each financial year the Operator prepares a forecast statement for the Village. A copy of the forecast statement shall be provided to residents within three months of the start of the financial year.
- 27.2** At the end of each financial year the Operator instructs its accountant to prepare annual financial accounts for the Village. The financial accounts will be prepared in accordance with the Financial Reporting Act 1993 and will be audited.
- 27.3** A copy of the audited financial accounts will be filed by the Operator with the Registrar of Retirement Villages in accordance with section 13 of the Retirement Villages Act 2003.
- 27.4** Copies of the annual financial accounts for the Village are available to residents on request free of charge. Audited copies of the financial accounts are also available on the website for Retirement Villages, www.business.govt.nz/companies.

28 SECURITY OVER THE VILLAGE

28.1 At the date of this agreement, the Operator has not granted any security interest either registered or unregistered over the land comprising the Village other than the Notice of Registration under section 22 of the Retirement Villages Act 2003 (which provides priority for the rights of residents ahead of the rights of holders of security interests).

29 FURTHER DEVELOPMENT OF THE VILLAGE

29.1 At the date of this disclosure statement, the Operator has no plans to develop the Village further.

30 CODE OF PRACTICE

30.1 On 2 October 2009 a Code of Practice for retirement villages came into force. Variations have been made to the Code of Practice with the most recent variations in April 2017.

30.2 The Operator agrees the Code of Practice (including the variations) will apply to the Village and to the Operator.

30.3 The Code of Practice will be enforceable by a Resident as a contract and it will prevail over any less favourable terms in the Occupation Right Agreement.

31 CODE OF RESIDENT'S RIGHTS

31.1 The Operator has adopted a Code of Resident's Rights, a copy of which is **annexed** hereto as Schedule C.

32 INSURANCE

32.1 The Operator holds and must maintain with a reputable insurance company a comprehensive insurance policy for the Village. The insurance policy must cover loss or damage by destruction caused by fire, accident or natural disaster. The Operator holds a material damage insurance policy. A copy of the certificate of currency of insurance is available on request from the Village Manager.

32.2 The cost of the insurance policy held by the Operator is paid for by the Residents as part of the outgoings for the Village.

32.3 A Resident will not be liable for loss or damage where the loss or damage is covered by an insurance policy held by an Operator provided the policy has not

been rendered irrecoverable as a consequence of any act or default by the Resident and provided the Resident shall:

31.3.1 Reimburse the Operator for any insurance excess charged under the Operator's insurance policy up to a sum of \$1,000.00 on a claim due to or arising from the acts or omissions of the Resident; and

31.3.2 The cost of repairing the damage is less than the excess payable on the Operator's insurance policy.

32.4 Each Resident shall insure their own personal belongings at their own expense and the Operator shall have no liability for any loss or damage arising to the same. The Operator recommends that Residents insure their personal belongings and also check with their insurer that the policy will cover the Resident for:

31.4.1 Temporary accommodation; and

31.4.2 Any legal liability the Resident may have for property damage caused to others as a result of a Resident's negligent act.

SCHEDULE A

Part 1: Maintenance Details (included in Annual Administration Charge)

Service provided	Provider	Extent or nature of Service	Frequency
Gardening	Operator		Weekly
Lawn mowing	Operator		As required, depending on season
Repair and Maintenance of units	Operator or Contractor if required	Internal repairs, by arrangement with Operator External repairs as required by Operator Log book maintained for urgent and non-urgent repairs	Service available Monday to Friday, 8am to 3pm
External cleaning of Unit	Operator or Contractor if required		Bi-annually
Replacement of Light Bulbs	Operator		As requested
Rubbish collection	Operator		Weekly
Nursing and Medical Services	Operator's RN nursing staff at rest home	Staff member on duty 24 hours at Rest Home and Hospital	7 days a week By appointment
Pharmacy	External pharmacy	Arrange delivery to hospital	On request

Part 2: Services Provided by the Operator (included in Annual Administration Charge)

Recreation and Entertainment	Activities programme by Operator's staff in rest home	Weekly planner left in chapel	
Emergency Call System	Operator	Nurse on call Rest Home and Hospital	
Unit Alarm System	Operator		

SCHEDULE B**Additional Services available and Service Charges**

Service or Facility	Amount	Basis for Charging
Lunch meal with desert (12 – 1 PM)	\$16.00 per meal	At cost
Dinner mean with dessert (5 – 6pm)	\$13.00 per meal	At cost
Use of Van	\$35.00 per hour for driver & \$0.83 mileage per KM. \$25.00 for driver for trips less than 30 minutes and \$0.83 mileage per KM	At cost Subject to van availability Booking is essential Private use of van is available upon request (Terms and Conditions Apply)
Medical Treatment	Variable	Charged on individual basis taking into account fee charge by medical practitioner and time taken
Personal Laundry	\$20.00 per 5kg bag (or part thereof)	At cost

Personal and Nursing Assistance (Basis for Charging: at cost)

Service	Hourly rate	Minimum Charge	Per Service	Service Examples
Caregiver	\$40.00	\$20.00	Minimum 15 minutes	<ul style="list-style-type: none"> ● Assistance with showering ● Assistance with getting up in the morning or settling at night ● Other personal cares ● Accompanying residents to medical appointments (note these services are subject to prior booking with management and availability of staff and van)
Registered Nurse	\$50.00	\$25.00	Minimum 15 minutes	<ul style="list-style-type: none"> ● Baseline nursing assessment ● Follow up on GP consultation ● Blood pressure monitoring ● Blood sugar monitoring ● Injections (as per GP instructions) ● Catheterisation ● Continence assistance ● Enema ● Wound Dressings
Consumables				These are an additional charge

Medication Management		\$15.00	Done by a Registered Nurse	<ul style="list-style-type: none"> Management, storage and oversight of correct medication doses and intake
Medication Supervision		\$10.00	Done by an Enrolled Nurse or Health Care Assistant	<ul style="list-style-type: none"> Staff member will oversee medication taken

House Keeping (Basis for Charging: at cost)

Service	Hourly Rate	Minimum charge	Per Service	Service Examples
House keeper	\$40.00	\$20.00	Minimum 30 minutes	<ul style="list-style-type: none"> Basic clean Spring clean Clean internal windows Clean oven
Carpet cleaning, spot clean	\$80.00	\$40.00	Minimum 30 minutes	<ul style="list-style-type: none"> Carpet cleaning or spot stain removal
Linen change			\$30.00	<ul style="list-style-type: none"> Using residents own linen. Linen will be stripped, laundered and returned.

Home Services (Basis for Charging: at cost)

Service	Hourly Rate	Minimum Charge	Service Examples
Gardener (extra service)	\$40.00	\$20.00	<ul style="list-style-type: none"> Assistance with weeding or planting Assistance with tending to personal garden (Note this is only for work additional to the basic communal garden maintenance)
Property	\$40.00	\$20.00	<ul style="list-style-type: none"> Odd jobs (eg hanging pictures) Car washing Taking your car for service/WOF

Other Services (Basis for Charging: at cost)

Service	Hourly Rate	Minimum Charge	Service Example
Companionship	\$40.00	\$20.00 (minimum 30 minutes)	<ul style="list-style-type: none"> Someone to visit to read, chat or just go for a walk
Personal shopper or driver	\$40.00	\$20.00 (minimum 30 minutes)	<ul style="list-style-type: none"> Shopping completed for the resident according to their shopping list or the resident can be accompanied on their shopping trip by a Waihi Lifecare staff member. Driving residents to appointments or chosen destination.
Additional Emergency Pendant			<ul style="list-style-type: none"> Wireless emergency pendant connected to the nurse call system.

			• One off price to be quoted on inquiry
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**Note: Prices current as at 1 March 2023 and are subject to change.
For more information please speak to the Facility Manager**

SCHEDULE C

WAIHI LIFECARE VILLAGE

CODE OF RESIDENTS' RIGHTS

Basic Rights of Residents

This is a summary of the basic rights given to you by the Retirement Villages Act 2003.

Services and other benefits

1. You have the right to services and other benefits promised to you in your occupation right agreement.

Information

2. You have the right to information relating to any matters affecting, or likely to affect, the terms or conditions of your residency.

Consultation

3. You have the right to be consulted by the Operator about any proposed changes in the services and the benefits provided or the charges that you pay that will or might have a material impact on your:
 - a. Occupancy; or
 - b. Ability to pay for the services and benefits provided.

Right to complain

4. You have the right to complain to the Operator and to receive a response within a reasonable time.

Disputes

5. You have the right to a speedy and efficient process for resolving disputes between you and the Operator or between you and other Residents of the Village.

Use of support person or representative

6. You have the right, in your dealings with the Operator or other Residents of the Village, to involve a support person or a person to represent you. The cost of involving a support person or person to represent you must be met by you.

Right to be treated with courtesy and have rights respected

7. You have the right to be treated with courtesy and have your rights respected by the Operator, the people who work at the Village, and the people who provide services at the Village.

Right not to be exploited

8. You have the right not to be exploited by the Operator, the people who work at the Village, and the people who provide services at the Village.

Your obligations to others

Your rights exist alongside the rights of other residents and the rights of the Operator, the people who work at the Village, and the people who provide services at the Village. In the same way that these people are expected to respect your rights, it is expected that you in return will respect their rights and treat them with courtesy.

Operator's contact person

If you want more information about your rights or wish to make a complaint against the Operator or another Resident, the Operator's contact person is:

<p><i>Village Managers:</i> Helen Watson & Steven Wallace Office Hours: Tuesday 9am-4pm Telephone: 07 863 8089 Fax: 07 863 3534 Email: helen@lifecaregroup.co.nz or steven@lifecaregroup.co.nz</p>	<p><i>Contact Person in Absence of Village Manager</i> Steven Wallace Office Hours: Monday to Friday 9am-4pm Telephone: 02102669258 Fax: 07 863 3534</p>
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Nurse on Duty at Rest Home in cases of emergency: 07 863 8089

Other contact persons

Other contact person, if you want to make a complaint about a breach of your rights, are:

The Registrar of Retirement Villages
P O Box 5771
Wellesley Street
AUCKLAND

You may also wish to refer to the website for the Commission of Financial Capability.

<http://www.cffc.org.nz>

Information

The Retirement Commissioner publishes information on the Code of Residents' Rights and disputes procedures available under the Retirement Villages Act 2003 that may assist to resolve your complaint.

SCHEDULE D

BODY CORPORATE RULES

CR 5558401.1 Change of

Cpy - 01/01, Pgs - 011, 16/04/03, 08-62



DocID: 510610638

IN THE MATTER of the Unit Titles Act 1972

AND

IN THE MATTER of Body Corporate No.
(South Auckland Registry)


**NOTICE OF CHANGE OF RULES OF BODY
CORPORATE NO.
(SOUTH AUCKLAND REGISTRY)**

Correct for the purposes of the Land Transfer Act 1952


Solicitor for Registered Proprietor

IN THE MATTER of the Unit Titles Act 1972


AND


IN THE MATTER of Body Corporate No. 319312 
(South Auckland Registry)

NOTICE OF CHANGE OF RULES OF BODY CORPORATE NO. 319312 


(SOUTH AUCKLAND REGISTRY)

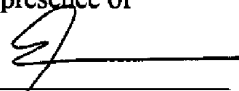
TO: The Registrar
South Auckland Registry

 NOTICE IS HEREBY GIVEN that the rules of Body Corporate Number 319312 were on the ~~15th~~ day of ~~February~~ APRIL 2003 duly amended in the manner set out in the First and Second Schedules hereto AND IT IS HEREBY CERTIFIED that each of the amendments set out in the First Schedule hereto has been duly authorised and approved by a unanimous resolution of all the proprietors who together constitute the Body Corporate and that each of the amendments set out in the Second Schedule hereto have been duly authorised and approved by a resolution of the said Body Corporate at a general meeting.

DATED at Cambridge this ~~15th~~^{16th} day of ~~February~~^{APRIL} 2003 

SIGNED by BODY
CORPORATE NO.
by WAIHI LIFECARE VILLAGE LIMITED
In the presence of


Director


Witness name:

Occupation:

Address:

MATT HANNA
Solicitor
Cambridge

FIRST SCHEDULE

Attached hereto are the new substituted rules to replace those rules listed in the Second Schedule to the Unit Titles Act 1972.

SECOND SCHEDULE

Attached hereto are the new substituted rules to replace those rules listed in the Third Schedule to the Unit Titles Act 1972.

SECOND SCHEDULE

BODY CORPORATE RULES

Rules that may be amended by Unanimous Resolution

1.0 DUTIES OF PROPRIETOR OR MEMBER

1.1 A Proprietor shall:

- (a) Permit the Body Corporate (or its agents or servants) at all reasonable hours to enter into and upon their unit for any of the following purposes that is to say:
 - (i) Viewing the conditions thereof;
 - (ii) Maintaining, repairing or renewing any pipes, conduits, wires, cables or ducts for the time being in, upon, under or passing through their unit and capable of being used in connection with the enjoyment of any other unit or common property;
 - (iii) Maintaining, repairing or renewing any common property; and
 - (iv) Ensuring that the rules are observed;
 - (v) Painting and refurbishing the exterior of their Unit.
- (b) Comply in all respects with all Acts, bylaws and regulations for the time being in force in the area in which their unit is situated in so far as they relate to the use, occupation or enjoyment of their unit.
- (c) Forthwith and at all times carry out all work that may be ordered by any competent local authority or public body in respect of their unit to the satisfaction of that authority or body.
- (d) Duly and punctually pay all rates, taxes, charges and other outgoings from time to time payable in respect of their unit to any local authority or public body and all sums properly levied in respect of their unit by the Body Corporate.
- (e) Repair and maintain their unit and keep it in sufficiently good order, repair and condition and ensure that no damage or harm shall ensue to the common property or any other unit.
- (f) Make no additions or structural alterations to the interior and exterior of the unit without the consent of the Body Corporate but this provision shall not apply to the proprietor who owns the Unit containing any communal or service facility.

- (g) Authorise the Body Corporate to lease part of the common property or grant an easement over the whole or any part of the common property as provided in section 9(3) of the Act and also authorise the Body Corporate to enter into an agreement provided in rule 3(g) hereof.
- (h) Observe and comply and procure the observance and compliance of their visitors agents and tenants with the rules of the Body Corporate relating to the control, management, safety, care, operation, cleanliness and use of all the facilities of Waihi Lifecare Village and for the preservation of good order safety and comfort and enjoyment of the residents of the Village and visitors thereto.

2.0 DUTIES OF THE BODY CORPORATE

2.1 The Body Corporate shall:

- (a) Keep in a state of good and serviceable repair and maintain all chattels, fixtures and fittings used or intended, adapted or designed for use in connection with the common property or the enjoyment thereof.
- (b) Repair and maintain all pipes, wires, cables, ducts and all other apparatus and equipment of whatsoever kind and wheresoever situated which may be reasonably necessary for the enjoyment of any incidental right which may exist under the provisions of Section 11 of the Unit Titles Act 1972.
- (c) On request produce to any unit proprietor, or a registered mortgagee of any unit, or any person authorised in writing by any unit proprietor or registered mortgagee of any unit, all policies of insurance effected by the Body Corporate under the provisions of Section 15 of the Unit Titles Act 1972 and the receipt for the last premiums paid in respect thereof.
- (d) Insure and keep insured all buildings and other improvements on the land to the replacement value thereof (including demolition costs and architect's fees) against fire and such other risks as are set out in Section 15(1)(b) of the Unit Titles Act 1972.
- (e) Repair and maintain in a good and workmanlike manner the exterior of all the units on the land.
- (f) Keep the common property and all buildings and other improvements thereon in a clean and tidy condition and maintain the grounds on the common property in good order.
- (g) When necessary carry out exterior painting and maintenance of the buildings and other improvements contained on the common property in a good and workmanlike manner.
- (h) Provide such lighting as may be reasonably necessary on the common property and maintain it in working order.

2.2 The Body Corporate may:

- (a) Purchase, hire or otherwise acquire personal property for use in connection with the enjoyment of the common property and any of the facilities of Waihi Lifecare Village.
- (b) Borrow any moneys necessary to enable it to adequately perform its duties or exercise its powers.
- (c) Invest any moneys for the time being held by it (whether in a fund established pursuant to Section 15 of the Unit Titles Act 1972 or otherwise) in any manner determined by it, and establish and operate a current account, savings account and/or any other appropriate account with a bank as determined by it.
- (d) Make an agreement with a proprietor or an occupier of any unit for the provision of amenities or services by it to such unit or to the proprietor or the occupier.
- (e) Grant to a proprietor or anyone claiming through them any special privilege in respect of the enjoyment of part or parts of the common property.
- (f) Make common property available or use any small part or parts of common property on any amended unit title plan during completion of the Village.
- (g) Enter into any agreement (without the need to obtain a unanimous resolution from the Body Corporate) with the owner or lessee or body corporate or committee of a body corporate of adjoining or nearby land and in particular where residential units in a retirement village complex are erected on adjoining or nearby land to enable the residents of the adjoining land to have access over the use of the common property of the Body Corporate and if necessary grant a lease licence or otherwise over the whole or any part of the common property and also enable such adjoining residents the use of the facilities in Waihi Lifecare Village and also enable the proprietors or members of the body corporate to have access over and use of areas or property designated common areas or property in the adjoining or nearby land.
- (h) Promulgate rules from time to time.
- (i) Grant by way of lease licence or otherwise to any body corporate forming part of Waihi Lifecare Village or any proprietor of such body corporate any rights over or in respect of the common property necessary to enable such body corporate or proprietor to have access to and enjoyment of the Waihi Lifecare Community Centre (if any) and associated facilities without the need to obtain a unanimous resolution from the Body Corporate.

3.0 **APPOINTMENT OF BODY CORPORATE MANAGER**

- 3.1 The powers and duties of the Body Corporate including any secretarial functions may be exercised and performed by a manager appointed by the Body Corporate

on such terms and conditions as it thinks fit. The manager shall be Waihi Lifecare Village Limited and their successor and assigns.

3.2 The Manager of the Body Corporate shall:

- (a) Cause minutes to be kept of general meetings of the Body Corporate and include therein a record of all unanimous and special resolutions.
- (b) Cause proper books of account to be kept containing full, true and complete accounts of the affairs and transactions of the Body Corporate including all sums of money received and expended by it and the matters in respect of which such receipt and expenditure take place.
- (c) Prepare proper accounts relating to all moneys of the Body Corporate and the income and expenditure thereof, for each annual general meeting of the Body Corporate and within six months after each annual general meeting send a copy of the latest balance sheet to every proprietor.
- (d) On application of a member or of a mortgagee of a unit or any person authorised in writing by either of them, make the books of account and all minutes available for inspection at all reasonable times.
- (e) Have power to appoint a replacement or new manager.

Provided that where the Body Corporate is one of two or more body corporates both or all of whom comprise Waihi Lifecare Village then the Manager shall be entitled if it thinks fit to keep a combined set of minutes and books for such Body Corporate.

4.0 GENERAL MEETINGS OF THE BODY CORPORATE

- 4.1 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 in every calendar year and not more than fifteen months after the holding of the last preceding annual general meeting.
- 4.2 All general meetings of the Body Corporate other than annual general meetings shall be called extraordinary general meetings.
- 4.3 At least seven days' notice of every general meeting of the Body Corporate specifying the place, the date and the hour of meeting and the proposed agenda shall be given to all persons entitled to exercise a vote in accordance with Section 41 of the Unit Titles Act 1972 (including any person who has given notice of an interest as encumbrancee who shall be treated as if he were a mortgagee) and of **clause 15** of these rules provided that accidental omission to give such notice to anyone so entitled shall not invalidate any proceedings at any such meeting.
- 4.4 Any notice required to be given under **clause 8** of these rules shall be sufficiently give if delivered personally to the person concerned, or if left, or if sent by letter posted to the person concerned, at the last address of that person notified to the

Body Corporate, or if no such address had been so notified at that person's last known place of residence.

- 4.5 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 units shall constitute a quorum.
- 4.6 Save as otherwise provided in these rules, no business shall be transacted at any general meeting of the Body Corporate unless a quorum is present at the time.
- 4.7 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.
- 4.8 At the commencement of a general meeting of the Body Corporate, a chairperson shall be elected by the meeting.
- 4.9 Save as otherwise provided by the Unit Titles Act 1972 or these rules, all matters at a general meeting of the Body Corporate shall be determined by a simple majority of votes as well as a deliberative vote.
- 4.10 Subject to the provisions of Section 41 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.
- 4.11 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 thereon, which shall be taken in such manner as the chairperson thinks fit.
- 4.12 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 chairman that a resolution had been carried shall be conclusive evidence of that fact without proof of the number or proportion of votes recorded for or against the resolution.
- 4.13 Any vote to be cast at a general meeting of the Body Corporate may be exercised personally or by proxy. 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. A proxy shall be appointed in writing. If only one of these persons is present at a general meeting and they have not appointed a proxy as aforesaid, he or she may exercise the vote. Where a member is a corporate body or the trustees of the unincorporated body or society may authorise such person as they think fit to act as the representative of the corporate body, unincorporated body or society at a particular meeting or at all meetings of the Body Corporate and a

person so authorised shall in accordance with their authority and until their authority is revoked by the corporate body or unincorporated body or society be entitled to exercise the same powers on behalf of the corporate body member or unincorporated body or society as if the person were the member of the Body Corporate. A certificate under seal of the corporate body member or a certificate signed by the trustees of the unincorporated body or society shall be conclusive evidence of the appointment of its said representative.

- 4.14 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.
- 4.15 Except where a unanimous resolution is required, power of voting in respect of a unit shall not be exercised unless all amounts accrued due and payable to the Manager of Waihi Lifecare Village under any contract between the manager and the proprietor and all amounts accrued due and payable under the Unit Titles Act 1972 to the Body Corporate in respect of the unit for which the vote is exercisable have been duly paid.
- 4.16 The Manager of the Body Corporate may in its discretion appoint a secretary for the Body Corporate on such terms and conditions as it determines and remove such secretary.

5.0 MISCELLANEOUS

- 5.1 The common seal of the Body Corporate shall not be used without the authority of the Manager of the Body Corporate. Whenever the seal is affixed to any instrument, that instrument shall be attested by the manager of the Body Corporate or any person authorised by the Manager to do so.
- 5.2 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 Fourteen days notice specifying the intention to propose the resolution as a special resolution has been given.
- 5.3 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 PROVIDED THAT a special resolution shall be deemed not to be carried unless persons entitled to exercise not less than three-fourths of the value of the votes and not less than three-fourths of the number of votes exercisable in respect of all the units vote in favour of it.
- 5.4 Notwithstanding anything to the contrary in these rules contained, anything that may be done by the Body Corporate by resolution or in special resolution passed at a meeting of the Body Corporate may be done by the Body Corporate in the same manner or by resolution passed without a meeting or any previous notice being required, by means of an entry in its minute book signed by each proprietor. It shall not be necessary for the Body Corporate to hold an annual general meeting if everything required to be done at the meeting by resolution, or special resolution

within the time prescribed for the holding of the meeting is done by means of an entry in its minute book in accordance with this provision. Any such entry may be signed on behalf of a proprietor by his agent duly authorised in writing. For the purpose of this rule a memorandum pasted or otherwise permanently affixed in the minute book and purporting to have been signed for the purposes of becoming an entry therein shall be deemed to be an entry accordingly and any such entry may consist of several documents in like form each signed by all or on behalf of one or more proprietor. For the purpose of this rule the term "proprietor" shall mean and include each proprietor and/or other person having the right to vote.

- 5.5 The Manager of the Body Corporate may in the name of and on behalf of the Body Corporate give certificated pursuant to Section 36 of the Unit Titles Act 1972 to any person authorised in writing by an proprietor to request such certificate.

THIRD SCHEDULE

BODY CORPORATE RULES

1.0 A Proprietor or Occupier of any unit shall not:

- (a) Use or permit their unit to be used for any purpose which is illegal or may be injurious to the reputation of Waihi Lifecare Village.
- (b) Make or permit to be made undue noise in or about any unit or common property.
- (c) Do or permit to be done on, in or about their unit any act or thing which may be or become an annoyance or nuisance to the Body Corporate or to any occupier of any other unit.
- (d) Do or permit to be done any act or thing whereby any policy of insurance on the buildings and other improvements in Waihi Lifecare Village or any part thereof may become void or voidable or which may increase the premium payable in respect of such insurance.
- (e) Use or permit to be used any mechanical or other musical instrument of any kind in such a manner that the same is audible outside his unit between the hours of midnight and 8am.
- (f) Use or permit to be used on their unit any machine, equipment or instrument operated by electricity which causes interference with radio and/or television reception in any other unit unless such machine, equipment or instrument is effectively fitted with a device which prevents interference with radio and/or television reception to the occupiers of any other unit.
- (g) Keep any animal or bird in his unit or on the common property unless the Manager of the Body Corporate consents thereto in writing and any such consent has not been withdrawn.
- (h) Damage, deface or obstruct or suffer to be damaged defaced or obstructed the entrance passages, stairways, landings, pathways or any part of the common property, nor use or suffer the use of the same for any purpose other than the purpose for which they are provided or properly available.
- (i) Hang or permit to be hung any clothes or other articles on the common property (except in places expressly provided for the purpose adjacent to or nearest to the proprietor's or occupier's unit).
- (j) Display or permit to be displayed any placard advertisement or sign in or upon his unit or upon the common property without prior written consent of the Manager of the Body Corporate.
- (k) Violate the provisions of any Statutes or any by-laws and regulations made thereunder.

- (l) Use their unit for any purpose other than that of a private residence provided that this rule shall not apply to the unit containing the Community Centre for Waihi Lifecare Village.
- (m) Fail to comply with the regulations from time to time made by the Body Corporate relating to garbage disposal and the use of the common property generally.
- (n) Use their carport or garage otherwise than as a carport or garage.
- (o) Let or lease their unit without prior consent in writing of the Manager of the Body Corporate.
- (p) Permit children to make undue noise on the common property.
- (q) Operate a motor vehicle with undue noise at any time.
- (r) Hold any 'garage' sale or auction.
- (s) Be entitled to own a unit or allow any person to reside in a unit, who is under the age of 55 years.

2.0 A Proprietor or Occupier of any unit shall:

- (a) Observe and perform all rules and regulations relating to the security of their unit and Waihi Lifecare Village generally as may be notified from time to time by the Manager of the Body Corporate.
- (b) Advise the Manager of the Body Corporate within twenty-four hours of their arrival of the name and address of any visitor who will be staying overnight in the unit with the proprietor.

3.0 Any Instrument appointing a proxy shall be deposited with the Manager of the Body Corporate.

4.0 Where used in these Rules the expression "Waihi Lifecare Village" means all the buildings, improvements, Community Centre (if any), roads, paths, accessways, facilities and grounds comprising and known as Waihi Lifecare Village.

SCHEDULE E

SUPPLEMENTARY RECORD SHEET 84775



**SUPPLEMENTARY RECORD SHEET
UNDER UNIT TITLES ACT 1972
Search Copy**

Identifier **84775**
Land Registration District **South Auckland**
Date Issued 14 March 2003
Plan Number DP 319312

Subdivision of
Lot 2 Deposited Plan 313751

Prior References
54395

Unit Titles Issued			
140988	140989	140990	140991
140992	191971	191972	191973
191974	191975	191976	276754
276755	276756	276757	276758
276759	276760	76014	76015
76016	76017	76018	76019
76020			

Interests

OWNERSHIP OF COMMON PROPERTY

Pursuant to Section 47 Unit Titles Act 2010 -

- (a) the body corporate owns the common property and
- (b) the owners of all the units are beneficially entitled to the common property as tenants in common in shares proportional to the ownership interest (or proposed ownership interest) in respect of their respective units.

The above memorial has been added to Supplementary Record Sheets issued under the Unit Titles Act 1972 to give effect to Section 47 of the Unit Titles Act 2010.

Subject to Part IV A Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

Subject to a right to drain water over parts marked F, G, H, I & J and a right (in gross) to convey water over parts marked C, D, E, F & G on DP 313751 in favour of The Hauraki District Council created by Transfer B519778.2 - 23.12.1995 at 9.49 am

The easements created by Transfer B519778.2 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way and rights to convey water and sewage over part marked G and rights to convey water and sewage over part marked K on DP 313751 specified in Easement Certificate B519778.4 - 23.12.1995 at 9.49 am

Appurtenant hereto is a right to drain stormwater specified in Easement Certificate B519778.4 - 23.12.1995 at 9.49 am

Some of the easements specified in Easement Certificate B519778.4 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way and rights to convey water and sewage over part marked G on DP 313751 created by Transfer B557092.2 - 21.7.1999 at 3:27 pm

The easements created by Transfer B557092.2 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right to convey sewage created by Easement Instrument 5520413.8 - 14.3.2003 at 9:00

Identifier

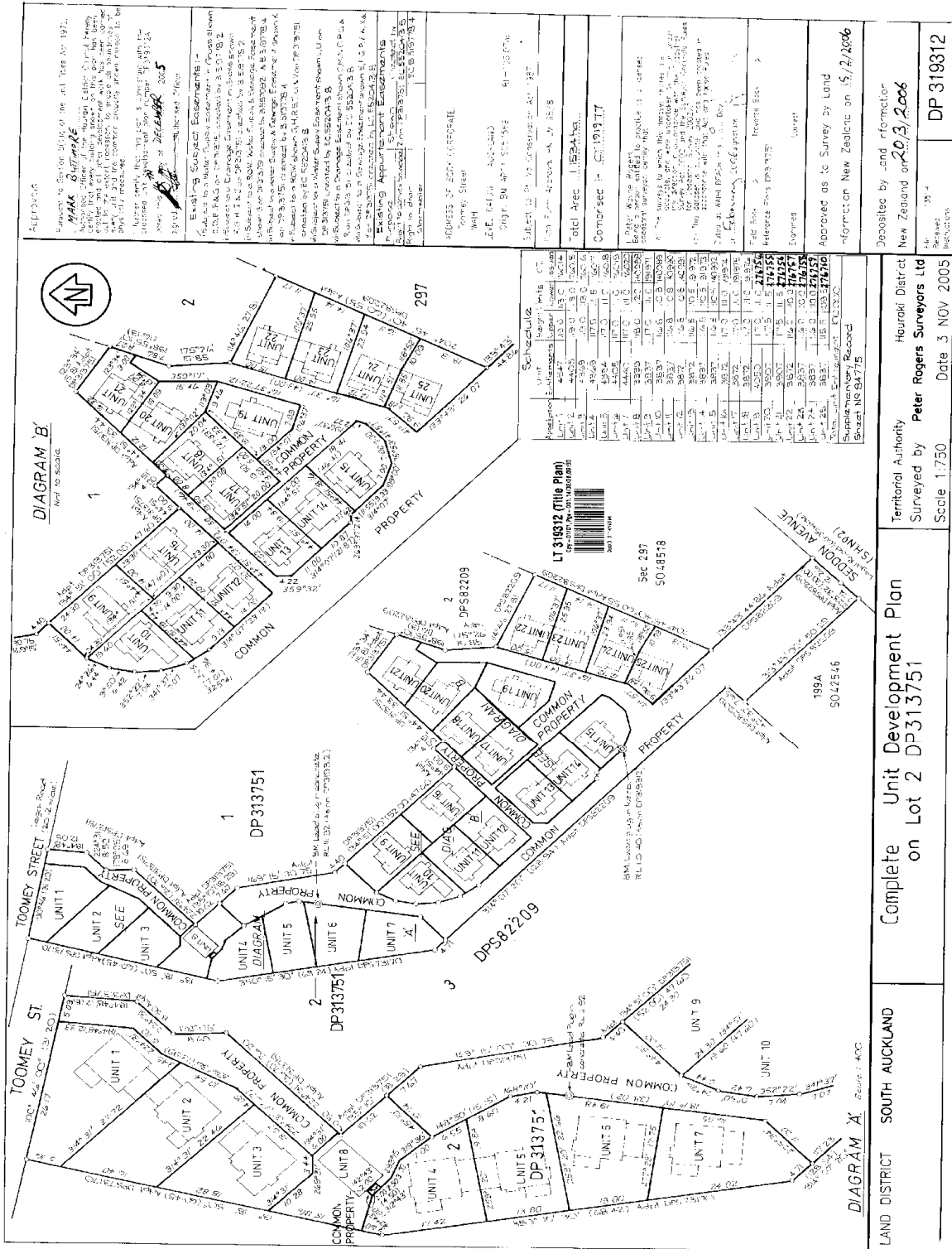
84775

am

Subject to a right of way marked G, H, R, S, T, U & V, a right to convey water marked L & U, a right to drain water marked C, M, N, O, P, Q & R and a right to convey sewage marked E, F, G, P, V, W, X & Y on DP 313751 created by Easement Instrument 5520413.8 - 14.3.2003 at 9:00 am

The easements created by Easement Instrument 5520413.8 are subject to Section 243 (a) Resource Management Act 1991

5558401.1 Change of rules of the Body Corporate - 16.4.2003 at 9:00 am



APPROVAL
 Pursuant to Section 223(1) of the Resource Management Act 1991, the Council hereby approves the proposed subdivision of Lot 2 DP313751 into 29 units, as shown on Diagram X and Diagram B, and the associated subdivision of land. The proposed subdivision is subject to the conditions of the Resource Management Act 1991 and the Resource Management Act Regulations 2000. The proposed subdivision is subject to the conditions of the Resource Management Act 1991 and the Resource Management Act Regulations 2000. The proposed subdivision is subject to the conditions of the Resource Management Act 1991 and the Resource Management Act Regulations 2000.

EXISTING SUBJECT EASEMENTS
 The proposed subdivision is subject to the following easements:
 - Easement for the purpose of the Resource Management Act 1991, as shown on Diagram X and Diagram B.
 - Easement for the purpose of the Resource Management Act 1991, as shown on Diagram X and Diagram B.

ADDRESS OF 2001 CENSUS DATA
 The proposed subdivision is subject to the following address data:
 - 2001 Census Data for Lot 2 DP313751.

LAND INFORMATION
 The proposed subdivision is subject to the following land information:
 - Land Information for Lot 2 DP313751.

APPROVED AS TO SURVEY BY LAND INFORMATION NEW ZEALAND ON 15/2/2006

Unit No.	Area (sqm)	Area (sqft)	Volume (litres)
Unit 1	12.5	135	150
Unit 2	12.5	135	150
Unit 3	12.5	135	150
Unit 4	12.5	135	150
Unit 5	12.5	135	150
Unit 6	12.5	135	150
Unit 7	12.5	135	150
Unit 8	12.5	135	150
Unit 9	12.5	135	150
Unit 10	12.5	135	150
Unit 11	12.5	135	150
Unit 12	12.5	135	150
Unit 13	12.5	135	150
Unit 14	12.5	135	150
Unit 15	12.5	135	150
Unit 16	12.5	135	150
Unit 17	12.5	135	150
Unit 18	12.5	135	150
Unit 19	12.5	135	150
Unit 20	12.5	135	150
Unit 21	12.5	135	150
Unit 22	12.5	135	150
Unit 23	12.5	135	150
Unit 24	12.5	135	150
Unit 25	12.5	135	150
Unit 26	12.5	135	150
Unit 27	12.5	135	150
Unit 28	12.5	135	150
Unit 29	12.5	135	150

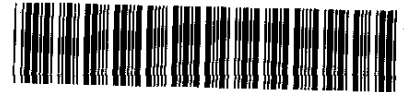
Territorial Authority - Hauraki District
Surveyed by - Peter Rogers Surveyors Ltd
Scale - 1:750
Date - 3 NOV 2005

Complete Unit Development Plan on Lot 2 DP313751

LAND DISTRICT - SOUTH AUCKLAND
Revised - ACC

SCHEDULE F

EXEMPTION TO APPOINT STATUTORY SUPERVISOR



EXEMPTION FROM REQUIREMENT FOR STATUTORY SUPERVISOR

WAIHI LIFECARE VILLAGE

Pursuant to section 41 of the Retirement Villages Act 2003, Waihi Lifecare Village Limited (the Operator) is exempted from appointing a statutory supervisor in respect of the following retirement village (the Village):

- Waihi Lifecare Village

The exemption is granted for a period of 5 years from the date of this notice and on the following terms and conditions:

The Operator must:

1. Conduct annual general meetings with the residents of the Village and forward the minutes of those meetings to the Registrar of Retirement Villages (the Registrar) within 15 working days of each meeting. All such meetings must be chaired by a person nominated by the majority of the residents at the meeting. The meetings must also be attended by an independent and suitably qualified person who must be permitted to speak if he or she wishes, and who must sign a copy of the minutes to indicate acceptance that the minutes are a true and correct record of the meeting.
2. Comply with all of its statutory obligations and in particular its financial reporting obligations in respect of the Village.
3. Notify the Registrar in advance if any ground upon which the Registrar has relied in granting this exemption (as set out in a letter from Nicholai Mumford to Ineke Jacobsen dated 29 May 2018) changes or ceases to apply. This notification requirement is additional to any obligations imposed on the Operator by section 17 of the Retirement Villages Act 2003.
4. Notify the Registrar of any future proposal to develop or redevelop any part of the land on which the Village is situated or to acquire any contiguous land for development and any plans to borrow funds for such development or for any other purposes.
5. Notify the Registrar of any intention to appoint a subcontractor to operate the Village.

Dated at Wellington this 29th day of May 2018

Robert Rendle

Manager, Strategy, Governance and Assurance