

BODY CORPORATE NUMBER 542441 (CANTERBURY LAND REGISTRY)

Worcester Terraces, Christchurch Central, Christchurch 8011

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Annual General Meeting of the Unit Owners of the Body Corporate will be held on
Wednesday, 22 February 2023 in the Boardroom 76 Moorhouse Avenue Christchurch commencing at 11:00 AM.
Zoom meeting included in email.

IMPORTANT NOTES

1. A vote cannot be counted at an AGM or an EGM if there are any monies owing on the Unit being voted for.
2. Provided there is a legal quorum of 25% of the Units at a Body Corporate Meeting, all Resolutions passed thereat become legally binding upon every Unit Owner.
3. If a Body Corporate Meeting fails to achieve its quorum, it is necessary to adjourn the Meeting until the same day one week later. Please take one of the four steps listed below to avoid the inconvenience of re-convening one week later, as well as the associated unwanted costs.

THEREFORE PLEASE DO ONE OF THESE THINGS

- a. Ensure that you attend in person if you are the sole Unit Owner of your Unit, OR
- b. Ensure that your Company (if it is the Unit Owner) completes and lodges the enclosed Company Representative Form with PBCS and that the Representative attends in person, OR
- c. Ensure, where a Unit has more than one person named on the title - i.e. where there are Joint Unit Owners, that your Unit is represented by a properly appointed Proxy who may be one of the Joint Unit Owners (a Proxy Form is enclosed), OR
- d. If your Unit cannot be represented as a result of (a) to (c) above, there is the option to EITHER appoint another person as your Proxy OR lodge a Postal Voting Form. A Proxy Form and a Postal Voting Form is enclosed. A correctly completed Proxy Form counts for Quorum purposes (as long as the Proxy does attend) and a correctly completed Postal Voting Form also counts for Quorum purposes.

AGENDA

1 ATTENDEES

Identification of Attending Unit Owners, Proxies, Unit Owners voting by Postal Votes, Recording of Apologies, Determination of Quorum.

2 MEETING CHAIR

Election of a Chairperson and Minute Secretary for this meeting and any adjournment thereof. It is suggested that a representative of Pitcaithly Body Corporate Services Limited (PBCS) (the Manager of the Body Corporate) be elected to perform these two functions.

3 MINUTES

Confirmation of Previous Minutes. To consider, and if thought fit, to pass (with or without amendment) the following as an Ordinary Resolution:

"*THAT*, the Minutes of the AGM held on 23/02/2022, having been previously circulated to Unit Owners, be and are hereby confirmed."

4 BODY CORPORATE CHAIRPERSON

Every Body Corporate is to elect a Body Corporate Chairperson. A Nomination Form for the purpose of this election has been sent to Unit Owners. No nominations were received by the closing date. It may be that the Body Corporate wish to accept nominations at the meeting in order:

To consider and, if thought fit, to pass (with or without amendment) the following as an Ordinary Resolution:

"*THAT*, XXXX be elected as Chairperson of the Body Corporate in accordance with the Unit Titles Regulations 2011."

5 NOT TO FORM A BODY CORPORATE COMMITTEE

The BC has two options concerning a formal BC Committee these are set out below Resolution not to form a BC Committee and the next agenda item (Establishment of a BC Committee).

Resolution not to form a BC Committee. A Special Resolution can be passed pursuant to Section 112(2) to not form a BC Committee. If such a Resolution is passed, it will remain effective until changed at a future General Meeting. A Resolution to make a decision not to form a BC Committee is set out hereunder. This Meeting, therefore, may wish:

To consider, and if thought fit, to pass (with or without amendment) the following as a Special Resolution:

"*THAT*, pursuant to Section 112 of the Unit Titles Act 2010 and by virtue of this Resolution, this BC has decided not to form a Body Corporate Committee"

6 ESTABLISHMENT OF BODY CORPORATE COMMITTEE

Resolution to establish a BC Committee. Provided a Special Resolution was not passed under the previous agenda item a Body Corporate of 9 or fewer principal units may choose to form a body corporate committee. However a Body Corporate of 10 or more principal units must form a Body Corporate Committee. The Body Corporate must first decide by Ordinary Resolution how many members the Body Corporate Committee must have and the number of members required to constitute a quorum.

A. To consider, and if thought fit, to pass (with or without amendment) the following as an Ordinary Resolution:

"*THAT*, pursuant to Section 24(1)(a) of the Unit Titles Act 2010 and by virtue of this Resolution, this BC has decided that a Body Corporate Committee shall be made up of X members *AND THAT* quorum for Body Corporate Committee meetings shall be set at Y".

B. Election of BC Committee Members. Please note that this election is equivalent to a "First Past the Post" election whereby the number of Committee members will be filled by those nominated if fewer nominations than positions are received.

A Nomination Form for the purpose of this election has been sent to Unit Owners. Nominations were received for Craig Gilmore (Unit 7/25.L) and Maria Sanford (Unit 1/25.L) an election will be held at the meeting to fill the number of positions as agreed in A. above.

7 DELEGATION OF DUTIES AND POWERS TO THE BODY CORPORATE COMMITTEE

If a Body Corporate Committee is formed: To consider, and if thought fit, to pass (with or without amendment) the following as a Special Resolution:

"*THAT*, pursuant to Section 108 (1) of the Unit Titles Act 2010 and by virtue of this special resolution, the Body Corporate does hereby delegate the following duties and powers to the Body Corporate Committee:

- a. to maintain the register of unit owners; and
- b. to prepare the agenda for each general meeting; and
- c. to chair each general meeting (unless it is agreed at the start of a general meeting that another person will chair that meeting); and
- d. to prepare minutes of each general meeting; and
- e. to record resolutions voted on and whether they were passed; and
- f. to keep financial accounts and records; and
- g. to distribute reports from the body corporate committee to unit owners; and
- h. to sign documents on behalf of the body corporate; and

- i. to prepare and issue notices of resolutions to be passed without a general meeting; and
 - j. to notify unit owners of the result of any vote on a resolution to be passed without a general meeting; and
 - k. to notify all unit owners of any delegation of a duty or power by the body corporate to the body corporate committee under section 108 of the Act; and
 - l. any other duties relating to the administration of the body corporate that the body corporate has decided by ordinary resolution to confer on the chairperson
- AND for the avoidance of doubt, the duties specified above are in addition to those conferred elsewhere by the Unit Titles Act 2010 or the Unit Titles Regulations 2011."

8 REAPPOINTMENT OF BODY CORPORATE MANAGER

To consider, and if thought fit, to pass (with or without amendment) the following as an Ordinary Resolution:

"*THAT*, PBCS having agreed hereto, a service contract pursuant to Section 5 (1) of the Unit Titles Act 2010 and Regulation 17 (1) of the Unit Titles Regulations 2011 be entered into by the BC with PBCS as follows:

- a. PBCS is hereby appointed as the Manager of the BC until the end of the next AGM.
- b. The annual fee to be paid to PBCS is to be unchanged from the present annual fee which is \$23,069.00 (plus GST) [set in 2021].
- c. The annual charge for standard disbursements (i.e. bank charges, postages, stationery, photocopying) is to be unchanged from the present annual charge which is \$2,500.00 (plus GST) [set in 2021].
- d. PBCS is to carry out the functions as set out in the Schedule of Duties attached to this Notice of Meeting.
- e. PBCS is to carry out any and all other financial, managerial and statutory functions as may be appropriate (in its opinion) if by so acting the inconvenience and cost of holding an EGM somewhat unnecessarily can be avoided.
- f. PBCS is to use all reasonable endeavours to act in good faith in carrying out its functions. Where PBCS acts reasonably to the required standard and in good faith in carrying out its functions it shall in no way be liable to the BC for any loss or damage (whether actual or prospective) suffered by the BC in respect of its business or affairs provided that loss or damage does not arise from negligence, wilful default or wilful omission of PBCS, its employees or agents.
- g. PBCS is authorised at all times to act solely as the agent for the BC in carrying out its functions. Accordingly, the BC indemnifies PBCS in respect of all costs, damages, losses and expenses suffered by PBCS as a result of carrying out its functions unless such costs, damages, losses or expenses arise from gross misconduct or negligence by PBCS.
- h. PBCS is authorised to operate an account designated specifically for this BC within the banking account of the "Pitcaithly Body Corporate Services Ltd Trust Account" held with Westpac New Zealand Limited for the purpose of the receiving and disbursing of all of the monies belonging to the BC.
- i. PBCS is authorised to deduct amounts from time to time from the funds of the BC and pay the same to PBCS in respect of previously authorised managerial fees and disbursements charges
- j. PBCS will be entitled, should its appointment be terminated prior to the next AGM in respect of any financial year, to deduct from the funds of the BC and pay the same to PBCS in respect of the previously authorised managerial fee and disbursements charge relating to that financial year, the lesser of half of the totals thereof or the remaining amounts of them not already deducted and paid as at the date of PBCS being notified of the termination.

AND *THAT* this resolution including any amendments (when passed) is to be regarded for all purposes as the only written form of the contract which is the subject of this resolution"

9 3 YEARLY LONG TERM MAINTENANCE PLAN REVIEW

The Unit Titles Act requires that a body corporate must establish and regularly maintain a long-term maintenance (LTM) plan and that a body corporate must carry out a review of its plan at least once every 3 years. Please find enclosed a copy of the draft Plan Heaven LTM Plan which this Body Corporate set aside funds to have produced at the last years AGM. The contents and funding of the LTM Plan will be up for discussion at the meeting.

To consider, and if thought fit, to pass (with or without amendment) the following as an Ordinary Resolution:

"*THAT*, the Long Term Maintenance Plan be reviewed as required this year *AND THAT*, the Plan attached to this Notice of Meeting be and is hereby adopted"

10 FINANCIAL STATEMENTS

The financial statements, proposed budget and associated levies will be up for discussion and if necessary amendment at the meeting.

Please note:

- Operating Account budget Item 183400 Caretaker/Cleaner Remuneration is increasing to bring item in line with current expenditure.
- Operating Account budget Item 190800 Common Property Electricity is increasing to reflect the rising cost of electricity.
- Operating Account budget Item 190000 Fire Evacuation Scheme/Drills is provision to conduct evacuation drills.
- Operating Account budget Item 179000 Ground Maintenance Lawns & Gardening is provision for contractor to maintain garden and cleaning the ground.
- Operating Account budget Item 159100 Insurance Premium is a best estimate based on current insurance premiums.
- Operating Account budget Item 159200 Insurance Valuation Fees unchanged.
- Operating Account budget Item 165801 R&M Building/s Building Warrant of Fitness Costs is increasing to provide for quarterly IQP, Christchurch City Council BWOFF Fee and contingency for audit of compliance. Fire system monitoring expense has been transferred to budget item 165809 R&M Building/s Fire Alarms/Security Monitoring.
- Operating Account budget Item 165809 R&M Building/s Fire Alarms/Security Monitoring allows for monthly fire system monitoring
- Operating Account budget Item 174900 R&M Building/s Stormwater System is provision for servicing storm water filtration device, inspection, clean car park sumps and manhole chamber.
- Operating Account budget Item 176400 R&M Building/s wash allows external building to be cleaned, window wash, gutter clean and roof wash.
- Operating Account budget Item 156400 Security is provision for installation of mag locked and control system with card readers on bike store.
- LTM Fund budget item 251600 Consultants Fees LTMF is provision for the update of the LTM Plan and includes the annual subscription for the upkeep of the same

To consider, and if thought fit, to pass (with or without amendment) the following as an Ordinary Resolution:

"*THAT*, the Financial Statements of the Body Corporate for the year ended 30/11/2022 and the Budgets for the year ending 30/11/2023 as circulated with this Notice of Meeting, be and are hereby adopted."

11 LEVIES

To consider and, if thought fit, to pass (with or without amendment) the following as an Ordinary Resolution:

"*THAT*, an Operating Account Levy at a 6 month rate of \$1.08535 per Utility Interest (i.e. \$108,535.00) plus a Long Term Maintenance Fund Levy at a 6 month rate of \$0.5300 per Utility Interest (i.e. \$53,000.00), respectively, be made forthwith in the proportions of the Unit Owners' Utility Interests covering the 6 months ending 30 November 2023 such Levies:

- to provide sufficient funds to enable the budgeted expenditure to be met
- to be payable in equal instalments as follows:
2nd Instalment 2022/2023 (period 01.06.23 to 30.11.23) last day for payment (30.06.23)
- to be subject to interest of ten per cent (10%) per annum (calculated on a daily basis) if not paid by the stated last date for payment
- to be payable to Pitcaithly Body Corporate Services Ltd Trust Account or by such other means of payment as may be notified."
- to be payable to Pitcaithly Body Corporate Services Ltd Trust Account or by such other means of payment as may be notified."

"*AND THAT*, an Operating Account Levy at a 6 month rate of \$1.10 per Utility Interest (i.e. \$110,000.00) plus a Long Term Maintenance Fund Levy at a 6 month rate of \$0.35 per Utility Interest (i.e. \$35,000.00), respectively, be made forthwith in the proportions of the Unit Owners' Utility Interests covering the 6 months ending 31 May 2024 such Levies:

- to provide sufficient funds to enable the budgeted expenditure to be met
- to be payable in equal instalments as follows:
1st Instalment 2023/2024 (period 01.12.23 to 31.05.24) last day for payment (31.12.23)
- to be subject to interest of ten per cent (10%) per annum (calculated on a daily basis) if not paid by the stated last date for payment

- (d) to be payable to Pitcaithly Body Corporate Services Ltd Trust Account or by such other means of payment as may be notified."
- (d) to be payable to Pitcaithly Body Corporate Services Ltd Trust Account or by such other means of payment as may be notified."

12 AUDIT

The Unit Title laws make it compulsory for a BC to have its Financial Statements audited or reviewed by an auditor or an accountant or for them to be subjected to specific verification procedures unless a special resolution is passed (if there is a 75% vote of the Units voting at the Meeting in favour) that the requirement be not applicable for a particular year. In the case of Bodies Corporate, the cost of an audit can be significant and of no real value unless there is a compelling reason for Unit Owners to request one. No budgetary provision has been made for these costs in the budgets considered earlier in the meeting. This Meeting, therefore, may wish:

To consider, and if thought fit, to pass (with or without amendment) the following as a Special Resolution:

"*THAT*, pursuant to Section 132 (8) of the Unit Titles Act 2010 and by virtue of this Resolution, this Body Corporate has decided not to have its Financial Statements audited or reviewed by an auditor or an accountant or to be subjected to specific verification procedures in respect of the year ending 30/11/2023."

13 GENERAL BUSINESS

To deal with any other permissible business.

- Bike Shed Upgrade
- BC Rules Revision

14 SET DATE, TIME AND VENUE FOR NEXT YEAR'S AGM

This Notice of Meeting has been prepared by Pitcaithly Body Corporate Services Limited, CHRISTCHURCH
31 January 2023

NOTES

Please contact Pitcaithly Body Corporate Services Ltd by phone: (03) 982 2818 or email: info@pbcs.co.nz if you have any questions about the agenda, attendance or voting at this meeting.

Quorum

Provided there is a legal quorum of 25% of the Units at a Body Corporate Meeting, all Resolutions passed thereat become legally binding upon every Unit Owner.

If a Body Corporate Meeting fails to achieve its quorum, it is necessary to adjourn the Meeting until the same day one week later.

Resolutions

ORDINARY RESOLUTION: for an ordinary resolution to pass, the majority of eligible voters who vote on the resolution must vote in favour of the resolution.

SPECIAL RESOLUTION: for a special resolution to pass, 75% of eligible voters who vote on the resolution must vote in favour of the resolution.

Insurance

Should an event occur that may cause damage to your property (e.g. but not limited to: an earthquake, storm or other insurable event) we recommend that you check your units interior and exterior as well as surrounding common property for damage. Should damage be identified please advise Pitcaithly Body Corporate Services Ltd immediately.

It is important for owners to notify Pitcaithly Body Corporate Services Ltd if your property is being used for short-term (90 days or less) paid accommodation (e.g. but not limited to: Airbnb). This will ensure that the correct coverage is applied to the property.

It is important for owners to notify Pitcaithly Body Corporate Services Ltd if your unit is, or will be, vacant for 90 days. If you fail to do so this may affect the Body Corporate Insurance.

The Body Corporate provides Building Insurance. Personal contents are not covered by the Body Corporate Insurance and need to be covered privately. If your unit is tenanted it is recommended that your tenants take out their own tenant liability insurance. This not only covers their personal property but also may cover any damage they may accidentally cause to the unit.

If your unit is used commercially, and you do not currently have Business Interruption Insurance, please contact us to ensure that there is cover in place.

Should you wish to review the Body Corporate Insurance Policy please contact Pitcaithly Body Corporate Services.

Tenanted Units

Please refer to Insurance above. We also ask that you ensure tenants are provided with and comply with the Body Corporate Rules. Contact PBCS by phone: (03) 982 2818 or email: info@pbcs.co.nz if you require a copy.

Levy Payments

If you are in financial difficulty it is important that you don't ignore the problem. Contact us as soon as possible if you are having problems meeting your levy payments or think that you may experience difficulty doing so in the near future.

Links

Unit Titles Act 2010

<http://www.legislation.govt.nz/act/public/2010/0022/latest/DLM1160440.html>

Unit Titles Regulations 2011

<http://www.legislation.govt.nz/regulation/public/2011/0122/latest/DLM3695701.html>

**DETAILS OF DUTIES OF THE BODY CORPORATE MANAGER
FOR BODY CORPORATE NUMBER 542441
Worcester Terraces, Christchurch Central Christchurch 8011**

(As At Wednesday, 22 February 2023)

Within Two Months Before an Insurance Due Date or Within Two Months After the Financial Year End or an Annual General Meeting (AGM) whichever applies

These Duties will comprise:

- Issuing annual instructions to a Registered Valuer to prepare a Buildings Valuation Report for Insurance renewal purposes.
- Arranging quotations for Replacement Insurance for the Buildings and other appurtenances on the best possible terms through reputable Insurance Brokers together with cover for Public Liability and, if required by the Unit Owners, for Statutory Liabilities, Employers Liability and Fines and Penalties and any other requested by the Unit Owners and ensuring that all Insurance Policies are renewed, paid up and kept current.
- Preparing the Annual Financial Accounts and Notes thereto and attesting to their truth and fairness.
- Preparing the detailed Budgets for the ensuing financial year for submission to the AGM for approval.
- Preparing and dispatching the AGM package to all Unit Owners (comprising a Notice of Meeting including a detailed Agenda with full text of Proposed Resolutions, detailed Annual Financial Accounts for the year plus Budgets for the ensuing year covering the Operating Account and the Long Term Maintenance Fund and/or any other applicable Funds).
- Attending the AGM.
- Preparing the Minutes of AGMs and dispatching them to every Unit Owner.

Throughout the Financial Year

These Duties will comprise:

- Periodically inspecting the Body Corporate's property to ensure that everything is tidy and running smoothly and that all contractors are performing.
- Liaising with the Unit Owners and Unit Occupiers on all necessary matters.
- Preparing and dispatching the periodic Body Corporate levy accounts to the Unit Owners for payment.
- Receiving and banking the periodic levies to the credit of the Body Corporate's account in the Manager's Trust Bank Account and ensuring these are received by the respective due dates. The Manager is authorised to use its discretion to remove interest penalties on late payments in appropriate circumstances.
- Paying all of the Body Corporate's accounts for payment through the Body Corporate's account in the Manager's Trust Bank Account.
- Where they are recoverable in terms of the Unit Titles Act, recovering amounts paid out from time to time on behalf of Unit Owners and, if required, initiating legal recovery action in respect of such amounts and also in respect of any overdue Body Corporate levies.
- Maintaining the Books of Account of the Body Corporate and supplying to authorised persons any information contained therein to which they are entitled.
- Maintaining the Body Corporates Register of Unit Owners and Mortgagees and advising details of changes therein to Insurers as required by the Unit Titles Act and supplying copies to authorised persons upon request.
- Initiating appropriate changes to the Body Corporate's Rules as required and maintaining an updated copy of same.
- Advising the Registrar of Land of any changes to the Body Corporate's Rules or to its Address for Service and lodging any other document as required by the Unit Titles Act and supplying copies of the Rules to Unit Owners and prospective Unit Purchasers upon request.
- Ensuring that renewal of the Building Warrant of Fitness has been issued if required.
- Preparing and filing Income Tax and Goods and Services Tax Returns if required.
- Attending to sundry correspondence and to all other miscellaneous matters that arise.

NOTES AND DISCLOSURES

1. In addition to the foregoing duties, the Manager (if requested to do so by a seller of a Unit or a Solicitor acting for a seller of a Unit) is to issue all or any of the Disclosure Statements required under Sections 146 to 148 of the Unit Titles Act 2010. In respect of each of these Statements, the Manager may charge separate fees not exceeding \$500 (plus GST) in addition to the Annual Managerial Fee. These fees will be charged to the seller or the seller's Solicitor whichever of them made the request/s therefor or to the Purchaser in the case of an Additional Disclosure Statement.
2. Time involved in preparing for, calling, attending and dispatching minutes of Extraordinary General Meetings or in attending Body Corporate Committee Meetings (if any) or in attending to any other matters involving a significant allocation of time (including hosting and/or assisting with an audit or an external review of the Body Corporate's Financial Accounts pursuant to s.132 of the Unit Titles Act 2010 and preparing Form 13 Notices of Resolutions to be decided without a general meeting and debt recovery) may be charged for by the Manager, in addition to the Annual Managerial Fee, at a rate not exceeding \$200 per hour (plus GST).
3. In some instances the Manager may receive commissions from Insurance Brokers on insurance business placed and/or interest credited on nominal monies carried in its Westpac Trust Bank Account. These receipts are used to defray the costs of our computer operations and upgrades and its other operating costs. Surplus funds (i.e. over \$20,000) carried in its Westpac Trust Bank Account belonging to a Body Corporate will be invested on Term Deposit with a Bank (in multiples of \$20,000) in the name of the Body Corporate. The resultant interest earnings may cause the need for an Income Tax Return to be prepared and lodged (at no additional charge) on behalf of the Body Corporate. No commissions from the tradesmen that are engaged to perform services are received or accepted by the Manager.
4. Unit Owners must make their own arrangements for the insurance cover on contents owned by them and located in their Units.

BODY CORPORATE NUMBER 542441 (AGM 22/02/2023 - 11:00 AM)

Unit Titles Regulations 2011 (Schedule 2 - Forms)

Form 12 (Postal Voting Form) - Section 103, Unit Titles Act 2010

To: Pitcaithly Body Corporate Services Limited
Unit Plan: DP542441
Body Corporate Number: 542441

Instructions

You are entitled to vote at the body corporate meeting to be held in the Boardroom on Wednesday, 22 February 2023 commencing at 11:00 AM by casting a postal vote. The motions to be decided at the meeting are summarised in the table below and more particularly set out in the notice of meeting. If you intend to cast a postal vote, you must indicate your vote in the final column of the table and return the form to Pitcaithly Body Corporate Services Limited so that it is received no later than 24 hours prior to the commencement of the meeting.

Postal Vote

We/I*, _____ [full name/s, address/s]
being the owner/owners* of Unit/s _____ [enter Unit Number/s] and therefore an eligible voter within the meaning of section 96(1) of the Unit Titles Act 2010, intend to cast the following postal vote(s) at the meeting of the body corporate to be held on Wednesday, 22 February 2023
[*Select one].

If the general meeting is adjourned and reconvened, this postal vote is valid for the purposes of the reconvened meeting.

Motion	Type of resolution	Is it a Designated Resolution (None of the following are Designated Resolutions)	Your Vote tick for YES, cross for NO or write "A" to abstain
3. Adopt minutes of previous general meeting	Ordinary		
4. Elect a Body Corporate Chairperson	Ordinary		
5. Resolve not to form a BC Committee	Special		
6.A. Form BC Committee of X Members and Y Quorum	Ordinary		
6.B. Elect Craig Gilmore as BC Committee Members			
And/Or. Elect Maria Sandford as BC Committee Members			
7. Delegate Duties to BC Committee	Special		
8. Contract for PBCS to be the BC Manager	Ordinary		
9. Adopt the Reviewed LTM Plan	Ordinary		
10. Adopt the Financial Statements and Budgets	Ordinary		
11. Approve the Proposed Levies	Ordinary		
12. Dispense with Audit/Reviews etc.	Special		

Signature/s of eligible voter/s (if the Unit is jointly owned all Joint Owners must sign):

Date: _____ [day, month, year]

Date: _____ [day, month, year]

Date: _____ [day, month, year]

Date: _____ [day, month, year]

Notes

- 1** The full text of the motions is contained in the notice of meeting.
- 2** Your postal vote will not be counted if any body corporate levies, or other amounts that are payable in respect of your unit, are outstanding.
- 3** If a poll is requested, your ownership interest will be counted as part of the poll. If no poll is requested, your postal vote will be counted as 1 vote. You cannot request a poll if you are voting by Postal Vote.
- 4** If at the general meeting of the body corporate the wording of a motion is materially altered, your postal vote in relation to that motion will not be counted. It is the responsibility of the chairperson to decide what constitutes a material alteration. If you are concerned that your postal vote may not be counted as a result of an amendment to a motion, you should consider appointing a proxy to attend and vote at the meeting on your behalf.
- 5** If a quorum is not present at the general meeting of the body corporate, and regulation 13(1) of the Unit Titles Regulations 2011 does not apply, the meeting will be adjourned until the same day 1 week later and your postal vote will be counted at that meeting unless the voter (or more than one of them) attends the reconvened meeting or unless the voter/s attend that meeting by proxy.
- 6** If the unit owner is a company, body corporate or an incorporated body, the form must be signed by the representative (recorded in the register of unit owners) of the unit owner.
- 7** If the unit is owned by more than 1 person, every owner or his or her authorised representative must sign this form.

Lodgement Instructions.

In order to avoid lengthy registration delays at the commencement of the meeting, please mail or email your completed Postal Voting Form marked Body Corporate No. 542441:

to **P O Box 41-076, Christchurch 8247** or
email to **info@pbcs.co.nz**

so as to arrive by Noon on the day prior to the commencement of the meeting to allow time for orderly pre-registration.

BODY CORPORATE NUMBER 542441 (AGM 22/02/2023 - 11:00 AM)

Unit Titles Regulations 2011 (Schedule 2 - Forms)

Form 11 (**Proxy Appointment Form**) - Section 102(3), Unit Titles Act 2010

To: Pitcaithly Body Corporate Services Limited
Unit Plan: DP542441
Body Corporate Number: 542441

Proxy Appointment

We/I*, _____ [full name/s, address/s]
being the owner/owners* of Unit/s _____ [enter Unit Number/s] and therefore an eligible voter within the
meaning of section 96(1) of the Unit Titles Act 2010, appoint

_____ or failing him/her _____ [full name/s]
as my/our* proxy for the purposes of the general meeting of the body corporate to be held on Wednesday, 22 February 2023.
[*Select one.]

If the general meeting is adjourned and reconvened, this proxy appointment is valid for the purposes of the reconvened meeting.

Motion	Type of resolution	Is it a Designated Resolution (None of the following are Designated Resolutions)
3. Adopt minutes of previous general meeting	Ordinary	
4. Elect a Body Corporate Chairperson	Ordinary	
5. Resolve not to form a BC Committee	Special	
6.A. Form BC Committee of X Members and Y Quorum	Ordinary	
6.B. Elect Craig Gilmore as BC Committee Members		
And/Or. Elect Maria Sandford as BC Committee Members		
7. Delegate Duties to BC Committee	Special	
8. Contract for PBCS to be the BC Manager	Ordinary	
9. Adopt the Reviewed LTM Plan	Ordinary	
10. Adopt the Financial Statements and Budgets	Ordinary	
11. Approve the Proposed Levies	Ordinary	
12. Dispense with Audit/Reviews etc.	Special	

Signature/s of eligible voter/s (if the Unit is jointly owned all Joint Owners must sign):

_____ Date: _____ [day, month, year]
_____ Date: _____ [day, month, year]
_____ Date: _____ [day, month, year]
_____ Date: _____ [day, month, year]

Notes

- 1 This proxy appointment expires at the end of the general meeting referred to in the form or, if that meeting is adjourned, the end of the reconvened meeting.
- 2 The full text of motions is contained in the notice of general meeting, a copy of which should be provided to the proxy.
- 3 Your proxy may not vote unless all body corporate levies, and other amounts that are owing in respect of your unit, have been

paid.

4 If the unit owner is a company, body corporate or an incorporated body, the representative (recorded in the register of unit owners) of the unit owner must sign the form.

5 If the unit is owned by more than 1 person, every owner must sign the form.

6 If the unit is owned by more than 1 person, one of the unit owners may be appointed as proxy.

Lodgement Instructions.

In order to avoid lengthy registration delays at the commencement of the meeting, please mail or email your completed Proxy Form marked Body Corporate No. 542441:

to **P O Box 41-076, Christchurch 8247** or
email to **info@pbcs.co.nz**

so as to arrive by Noon on the day prior to the commencement of the meeting to allow time for orderly pre-registration.

BODY CORPORATE NUMBER 542441

Unit Titles Regulations 2011

Notice of Company Representative Form made pursuant to
Regulation 4 (1) (h) - to be used where the Unit is owned by a Company

To: Pitcaithly Body Corporate Services Limited
Unit Plan: DP 542441
Body Corporate Number: 542441

Notice of Company Representative

We, _____

[enter full name & preferred contact address of the Company],

being the owner of Unit/s _____ [enter Unit Number/s] give notice that

[full name & preferred contact address of the Company Representative] is the Company Representative for the above Unit/s.

Signature on behalf of the Company that owns the above Unit/s:

_____ by its Authorised Signatory
[enter full name of the Company],

Signature of Authorised Person:

_____ Date: _____ [day, month, year]

Lodgement Instructions.

When completed and signed please mail or email your Notice of Company Representative marked Body Corporate No. 542441:

to **P O Box 41-076, Christchurch 8247** or
email to **info@pbcs.co.nz**

so as to arrive by Noon on the day prior to the commencement of the meeting to allow time for orderly pre-registration.

Body Corporate No 542441

Worcester Terraces, Christchurch Central
Christchurch 8011

NOTES TO THE FINANCIAL ACCOUNTS FOR THE YEAR ENDED 30 NOVEMBER 2022 & ATTESTATION

The attached Revenue & Expenses Accounts and Abridged Financial Position (Financial Accounts) have been prepared in conformity with the Unit Titles Act 2010. They properly set out, respectively, true and fair summaries of the Body Corporate's Revenues, Expenses and Net Surpluses/Deficits for its financial year ended 30 November 2022 and of its Owners' Funds and its Net Assets at the end of that financial year.

The Financial Accounts have been prepared using the normal historical cost methodology on a GST Inclusive basis. Unchanged accounting policies have been consistently applied since our appointment. Income from Levies comprises amounts receivable as relating to the current financial period and Interest and Other Income is accounted for when received. Expenses are accounted for using accruals based methodology other than Insurance Premium Payments which are fully expensed when paid or contracted for. Assets and Liabilities are stated at their full realisable and payable amounts.

The Body Corporate is permitted to present its Financial Accounts in the formats included on the following pages because it is not publicly accountable and is not defined as a large financial entity.

pp Pitcaithly Body Corporate Services Limited (Secretary)



J H Pitcaithly (Director)

CHRISTCHURCH

03 February 2022

Abridged Financial Position

As at 30/11/2022

Body Corporate Number 542441

Worcester Terraces, Christchurch Central
Christchurch 8011

	Current period	Previous year
Owners' funds		
Operating Account Balance/(Deficit) Start of Year	5,896.58	0.00
Operating Account Surplus/(Deficit) for the Year	55,451.87	5,896.58
	<u>61,348.45</u>	<u>5,896.58</u>
LTM Fund Balance/(Deficit) at Start of Year	4,804.37	0.00
LTM Fund Surplus/(Deficit) for the Year	24,820.02	4,804.37
	<u>29,624.39</u>	<u>4,804.37</u>
Net owners' funds	<u>\$90,972.84</u>	<u>\$10,700.95</u>
Represented by:		
Assets		
Cash at Bank	92,659.90	15,365.42
Prepayments	483.00	0.00
Receivable--Levies	526.46	0.00
Receivable--Owners	6,454.37	0.00
Total assets	<u>100,123.73</u>	<u>15,365.42</u>
Less liabilities		
Creditors--Other	6,807.69	633.54
Prepaid Levies	2,343.20	4,030.93
Total liabilities	<u>9,150.89</u>	<u>4,664.47</u>
Net assets	<u>\$90,972.84</u>	<u>\$10,700.95</u>

Proposed Budget to apply from 01/12/2022

Body Corporate Number 542441

Worcester Terraces, Christchurch Central
Christchurch 8011

		Operating Account		
		Proposed budget	Actual 01/12/2021-30/11/2022	Previous budget
Revenue				
142000	Insurance Claims Received	0.00	11,266.10	0.00
142500	Interest on Arrears of Levies	0.00	51.58	0.00
143000	Levies Invoiced Normal	220,000.00	220,058.56	184,000.00
943000	Levies Invoiced Normal - FYI Fund	0.00	0.00	14,832.00
Total revenue		220,000.00	231,376.24	198,832.00
Less expenses				
183400	Caretaker/Cleaner Remuneration	3,100.00	2,204.33	0.00
190800	Common Property Electricity	1,600.00	1,464.19	6,500.00
151601	Consultants Fees LTM Plan Prepn & Updates	0.00	5,152.00	0.00
190000	Fire Evacuation Scheme/Drills	1,600.00	1,420.25	750.00
150400	General Expenses & Secretarial Disbursements	3,000.00	1,914.21	2,500.00
179000	Grounds Maintenance Lawns & Gardening Contractor/s	7,500.00	0.00	7,500.00
162600	Insurance Claims	0.00	11,266.10	0.00
159100	Insurance Premium	127,113.95	108,644.40	70,000.00
959100	Insurance Premium - FYI Fund	0.00	0.00	14,832.00
159200	Insurance Valuation Fees	3,500.00	2,242.50	3,500.00
159500	Levy Discount Allowed	0.00	0.05	0.00
167200	R&M Building/s General Repairs	2,000.00	1,578.39	2,000.00
165801	R&M Building/s Building Warrant of Fitness Costs	3,500.00	4,774.80	1,500.00
165809	R&M Building/s Fire Alarms/Security Monitoring	2,700.00	0.00	0.00
174900	R&M Building/s Stormwater Systems	8,000.00	0.00	5,000.00
176400	R&M Building/s Wash	40,000.00	4,370.00	46,658.03
176800	R&M Contingencies	2,000.00	0.00	2,000.00
190600	Rubbish Removal	13,200.00	12,307.96	12,500.00
154000	Secretarial Fee - Normal Work	23,069.00	18,585.19	23,069.00
156400	Security Costs	10,100.00	0.00	0.00
Total expenses		251,982.95	175,924.37	198,309.03
Surplus/Deficit		(31,982.95)	55,451.87	522.97
Opening balance		61,348.45	5,896.58	5,896.58
Closing balance		\$29,365.50	\$61,348.45	\$6,419.55

Body Corporate Number 542441

Worcester Terraces, Christchurch Central
Christchurch 8011

Total units of entitlement	100000	100000
Levy contribution per unit entitlement	\$2.20	\$1.84

Long Term Maintenance Fund

	Proposed budget	Actual 01/12/2021-30/11/2022	Previous budget
Revenue			
242500 Interest on Arrears of Normal Levies	0.00	7.87	0.00
243000 Levies Invoiced Normal LTMF	70,000.00	24,812.15	34,000.00
<i>Total revenue</i>	70,000.00	24,820.02	34,000.00
Less expenses			
251600 Consultants Fees LTMF	301.00	0.00	0.00
<i>Total expenses</i>	301.00	0.00	0.00
Surplus/Deficit	69,699.00	24,820.02	34,000.00
Opening balance	29,624.39	4,804.37	4,804.37
Closing balance	\$99,323.39	\$29,624.39	\$38,804.37
Total units of entitlement	100000		100000
Levy contribution per unit entitlement	\$0.70		\$0.34

Body Corporate No 542441

Worcester Terraces, Christchurch Central Christchurch 8011

Levy Schedule for the 12 months ending 31 May 2024

Approximate levy instalments that would apply to each unit if the proposed levies are accepted at the Annual General Meeting:

2nd Instalment 2022/2023 (period 01.06.23 to 30.11.23) last day for payment 30.06.23

Lot	Unit	Utility Interests	Operating Fund	LTM Fund	Total
G01/23.L	PU1.AU70	1,267	\$1,375.14	\$671.51	\$2,046.65
G02/23.L	PU2.AU69	1,276	\$1,384.91	\$676.28	\$2,061.19
101/23.L	PU3.AU71	1,267	\$1,375.14	\$671.51	\$2,046.65
102/23.L	PU4.AU72	1,267	\$1,375.14	\$671.51	\$2,046.65
201/23.L	PU5.AU73	1,325	\$1,438.09	\$702.25	\$2,140.34
202/23.L	PU6.AU74	1,325	\$1,438.09	\$702.25	\$2,140.34
16/163.W	PU7	1,824	\$1,979.68	\$966.72	\$2,946.40
15/163.W	PU8	1,824	\$1,979.68	\$966.72	\$2,946.40
14/163.W	PU9.AU82	1,901	\$2,063.25	\$1,007.53	\$3,070.78
13/163.W	PU10.AU79	1,901	\$2,063.25	\$1,007.53	\$3,070.78
12/163.W	PU11	1,824	\$1,979.68	\$966.72	\$2,946.40
11/163.W	PU12	1,824	\$1,979.68	\$966.72	\$2,946.40
10/163.W	PU13.AU75	1,325	\$1,438.09	\$702.25	\$2,140.34
9/163. W	PU14.AU76	1,306	\$1,417.47	\$692.18	\$2,109.65
8/163. W	PU15.AU77	1,306	\$1,417.47	\$692.18	\$2,109.65
7/163. W	PU16.AU78	1,335	\$1,448.94	\$707.55	\$2,156.49
6/163. W	PU17.AU80	1,987	\$2,156.59	\$1,053.11	\$3,209.70
5/163. W	PU18.AU81	1,987	\$2,156.59	\$1,053.11	\$3,209.70
4/163. W	PU19	1,910	\$2,073.02	\$1,012.30	\$3,085.32
3/163. W	PU20	1,910	\$2,073.02	\$1,012.30	\$3,085.32
2/163. W	PU21	1,910	\$2,073.02	\$1,012.30	\$3,085.32
1/163. W	PU22.AU83	2,016	\$2,188.07	\$1,068.48	\$3,256.55
11/200. G	PU23.A	1,392	\$1,510.81	\$737.76	\$2,248.57
10/200. G	PU24.A	1,383	\$1,501.04	\$732.99	\$2,234.03
9/200. G	PU25.A	1,383	\$1,501.04	\$732.99	\$2,234.03
8/200. G	PU26.A	1,421	\$1,542.28	\$753.13	\$2,295.41
G01/198.G	PU27.A	1,306	\$1,417.47	\$692.18	\$2,109.65
G02/198.G	PU28.A	1,306	\$1,417.47	\$692.18	\$2,109.65
101/198.G	PU29.A	1,306	\$1,417.47	\$692.18	\$2,109.65
102/198.G	PU30.A	1,306	\$1,417.47	\$692.18	\$2,109.65
201/198.G	PU31.A	1,362	\$1,478.25	\$721.86	\$2,200.11
202/198.G	PU32.A	1,354	\$1,469.56	\$717.62	\$2,187.18
1/200. G	PU33.A	1,311	\$1,422.89	\$694.83	\$2,117.72
2/200. G	PU34.A	1,306	\$1,417.47	\$692.18	\$2,109.65
3/200. G	PU35.A	1,306	\$1,417.47	\$692.18	\$2,109.65
4/200. G	PU36.A	1,306	\$1,417.47	\$692.18	\$2,109.65
5/200. G	PU37.A	1,306	\$1,417.47	\$692.18	\$2,109.65
6/200 G	PU38.A	1,306	\$1,417.47	\$692.18	\$2,109.65
7/200 G	PU39.A	1,311	\$1,422.89	\$694.83	\$2,117.72
12/200. G	PU40	1,440	\$1,562.90	\$763.20	\$2,326.10
13/200. G	PU41	883	\$958.36	\$467.99	\$1,426.35
14/200. G	PU42	1,440	\$1,562.90	\$763.20	\$2,326.10
15/200. G	PU43	883	\$958.36	\$467.99	\$1,426.35
16/200. G	PU44	1,440	\$1,562.90	\$763.20	\$2,326.10
17/200. G	PU45	883	\$958.36	\$467.99	\$1,426.35
18/200. G	PU46	1,440	\$1,562.90	\$763.20	\$2,326.10
19/200. G	PU47	883	\$958.36	\$467.99	\$1,426.35
20/200. G	PU48	1,440	\$1,562.90	\$763.20	\$2,326.10
21/200. G	PU49	883	\$958.36	\$467.99	\$1,426.35

Lot	Unit	Utility Interests	Operating Fund	LTM Fund	Total
9/25. L	PU50	1,853	\$2,011.15	\$982.09	\$2,993.24
8/25. L	PU51	1,824	\$1,979.68	\$966.72	\$2,946.40
7/25. L	PU52	1,824	\$1,979.68	\$966.72	\$2,946.40
6/25. L	PU53	1,824	\$1,979.68	\$966.72	\$2,946.40
5/25. L	PU54	1,824	\$1,979.68	\$966.72	\$2,946.40
4/25. L	PU55	1,824	\$1,979.68	\$966.72	\$2,946.40
3/25. L	PU56	1,824	\$1,979.68	\$966.72	\$2,946.40
2/25. L	PU57	1,824	\$1,979.68	\$966.72	\$2,946.40
1/25. L	PU58	1,824	\$1,979.68	\$966.72	\$2,946.40
GO1/202.G	PU59.AU101	1,296	\$1,406.61	\$686.88	\$2,093.49
GO2/202.G	PU60.AU102	1,296	\$1,406.61	\$686.88	\$2,093.49
101/202.G	PU61.AU105	1,296	\$1,406.61	\$686.88	\$2,093.49
102/202.G	PU62.AU106	1,296	\$1,406.61	\$686.88	\$2,093.49
201/202.G	PU63.AU103	1,335	\$1,448.94	\$707.55	\$2,156.49
202/202.G	PU64.AU104	1,335	\$1,448.94	\$707.55	\$2,156.49
13/25. L	PU65.AU107	1,440	\$1,562.90	\$763.20	\$2,326.10
12/25. L	PU66.AU108	1,383	\$1,501.04	\$732.99	\$2,234.03
11/25. L	PU67.AU109	1,383	\$1,501.04	\$732.99	\$2,234.03
10/25. L	PU68.AU110	1,392	\$1,510.81	\$737.76	\$2,248.57
		100,000	\$108,535.00	\$53,000.00	\$161,535.00

1st Instalment 2023/2024 (period 01.12.23 to 31.05.24) last day for payment 31.12.23

Lot	Unit	Utility Interests	Operating Fund	LTM Fund	Total
GO1/23.L	PU1.AU70	1,267	\$1,393.70	\$443.45	\$1,837.15
GO2/23.L	PU2.AU69	1,276	\$1,403.60	\$446.60	\$1,850.20
101/23.L	PU3.AU71	1,267	\$1,393.70	\$443.45	\$1,837.15
102/23.L	PU4.AU72	1,267	\$1,393.70	\$443.45	\$1,837.15
201/23.L	PU5.AU73	1,325	\$1,457.50	\$463.75	\$1,921.25
202/23.L	PU6.AU74	1,325	\$1,457.50	\$463.75	\$1,921.25
16/163.W	PU7	1,824	\$2,006.40	\$638.40	\$2,644.80
15/163.W	PU8	1,824	\$2,006.40	\$638.40	\$2,644.80
14/163.W	PU9.AU82	1,901	\$2,091.10	\$665.35	\$2,756.45
13/163.W	PU10.AU79	1,901	\$2,091.10	\$665.35	\$2,756.45
12/163.W	PU11	1,824	\$2,006.40	\$638.40	\$2,644.80
11/163.W	PU12	1,824	\$2,006.40	\$638.40	\$2,644.80
10/163.W	PU13.AU75	1,325	\$1,457.50	\$463.75	\$1,921.25
9/163. W	PU14.AU76	1,306	\$1,436.60	\$457.10	\$1,893.70
8/163. W	PU15.AU77	1,306	\$1,436.60	\$457.10	\$1,893.70
7/163. W	PU16.AU78	1,335	\$1,468.50	\$467.25	\$1,935.75
6/163. W	PU17.AU80	1,987	\$2,185.70	\$695.45	\$2,881.15
5/163. W	PU18.AU81	1,987	\$2,185.70	\$695.45	\$2,881.15
4/163. W	PU19	1,910	\$2,101.00	\$668.50	\$2,769.50
3/163. W	PU20	1,910	\$2,101.00	\$668.50	\$2,769.50
2/163. W	PU21	1,910	\$2,101.00	\$668.50	\$2,769.50
1/163. W	PU22.AU83	2,016	\$2,217.60	\$705.60	\$2,923.20
11/200. G	PU23.A	1,392	\$1,531.20	\$487.20	\$2,018.40
10/200. G	PU24.A	1,383	\$1,521.30	\$484.05	\$2,005.35
9/200. G	PU25.A	1,383	\$1,521.30	\$484.05	\$2,005.35
8/200. G	PU26.A	1,421	\$1,563.10	\$497.35	\$2,060.45
GO1/198.G	PU27.A	1,306	\$1,436.60	\$457.10	\$1,893.70
GO2/198.G	PU28.A	1,306	\$1,436.60	\$457.10	\$1,893.70
101/198.G	PU29.A	1,306	\$1,436.60	\$457.10	\$1,893.70
102/198.G	PU30.A	1,306	\$1,436.60	\$457.10	\$1,893.70
201/198.G	PU31.A	1,362	\$1,498.20	\$476.70	\$1,974.90
202/198.G	PU32.A	1,354	\$1,489.40	\$473.90	\$1,963.30
1/200. G	PU33.A	1,311	\$1,442.10	\$458.85	\$1,900.95
2/200. G	PU34.A	1,306	\$1,436.60	\$457.10	\$1,893.70
3/200. G	PU35.A	1,306	\$1,436.60	\$457.10	\$1,893.70
4/200. G	PU36.A	1,306	\$1,436.60	\$457.10	\$1,893.70
5/200. G	PU37.A	1,306	\$1,436.60	\$457.10	\$1,893.70
6/200 G	PU38.A	1,306	\$1,436.60	\$457.10	\$1,893.70
7/200 G	PU39.A	1,311	\$1,442.10	\$458.85	\$1,900.95
12/200. G	PU40	1,440	\$1,584.00	\$504.00	\$2,088.00
13/200. G	PU41	883	\$971.30	\$309.05	\$1,280.35
14/200. G	PU42	1,440	\$1,584.00	\$504.00	\$2,088.00
15/200. G	PU43	883	\$971.30	\$309.05	\$1,280.35
16/200. G	PU44	1,440	\$1,584.00	\$504.00	\$2,088.00
17/200. G	PU45	883	\$971.30	\$309.05	\$1,280.35
18/200. G	PU46	1,440	\$1,584.00	\$504.00	\$2,088.00
19/200. G	PU47	883	\$971.30	\$309.05	\$1,280.35
20/200. G	PU48	1,440	\$1,584.00	\$504.00	\$2,088.00

Lot	Unit	Utility Interests	Operating Fund	LTM Fund	Total
21/200. G	PU49	883	\$971.30	\$309.05	\$1,280.35
9/25. L	PU50	1,853	\$2,038.30	\$648.55	\$2,686.85
8/25. L	PU51	1,824	\$2,006.40	\$638.40	\$2,644.80
7/25. L	PU52	1,824	\$2,006.40	\$638.40	\$2,644.80
6/25. L	PU53	1,824	\$2,006.40	\$638.40	\$2,644.80
5/25. L	PU54	1,824	\$2,006.40	\$638.40	\$2,644.80
4/25. L	PU55	1,824	\$2,006.40	\$638.40	\$2,644.80
3/25. L	PU56	1,824	\$2,006.40	\$638.40	\$2,644.80
2/25. L	PU57	1,824	\$2,006.40	\$638.40	\$2,644.80
1/25. L	PU58	1,824	\$2,006.40	\$638.40	\$2,644.80
GO1/202.G	PU59.AU101	1,296	\$1,425.60	\$453.60	\$1,879.20
GO2/202.G	PU60.AU102	1,296	\$1,425.60	\$453.60	\$1,879.20
101/202.G	PU61.AU105	1,296	\$1,425.60	\$453.60	\$1,879.20
102/202.G	PU62.AU106	1,296	\$1,425.60	\$453.60	\$1,879.20
201/202.G	PU63.AU103	1,335	\$1,468.50	\$467.25	\$1,935.75
202/202.G	PU64.AU104	1,335	\$1,468.50	\$467.25	\$1,935.75
13/25. L	PU65.AU107	1,440	\$1,584.00	\$504.00	\$2,088.00
12/25. L	PU66.AU108	1,383	\$1,521.30	\$484.05	\$2,005.35
11/25. L	PU67.AU109	1,383	\$1,521.30	\$484.05	\$2,005.35
10/25. L	PU68.AU110	1,392	\$1,531.20	\$487.20	\$2,018.40
		100,000	\$110,000.00	\$35,000.00	\$145,000.00

Body Corporate 542441, Worcester Terraces

Long-Term Maintenance Plan



Body Corporate Information

Body Corporate Number: 542441

Body Corporate Name: Worcester Terraces

Street Address: Worcester and Gloucester Streets and Latimer Square
Christchurch Central
Christchurch

Number of Units: 68

Body Corporate Type: Residential

Long-Term Maintenance Plan Settings

Plan Status: Draft

Start Date: 1 December 2022

Plan Years: 10

Administrator: John Bradley

Long-Term Maintenance Fund Statement

This body corporate has established and maintains a long-term maintenance fund in accordance with the requirements of Section 117 (1) of the Unit Titles Act 2010.

Disclaimer

This long-term maintenance plan has been prepared by Plan Heaven and the Body Corporate for the sole purpose of assisting the Body Corporate with planning and funding its long-term maintenance. It is specifically not intended to be a survey or condition report in regard to the quality and performance of any building element, especially as it relates its weathertightness. In particular, the contents of this long-term maintenance plan should not be relied upon as a pre-purchase inspection and/or condition report.

A brief description of the development

History

The Code Compliance Certificate for the development was issued in May 2022 indicating the time construction would have been completed.

Form of the Development

The development consists of sixty-eight residential units in eleven blocks. Most of these units are in the style of terrace houses. Ten of these buildings are lined Latimer Square, Worcester Street, Gloucester Street and overlooking Huanui Lane, with the eleventh building located within the property, overlooking the central car park. These buildings are situated on a roughly rectangular parcel of land of approx 5,100 sq m.

The common land between the eleven blocks is used as a driveway and access to internal access garages on the ground floor of some of the units, and a central car parking area. The balance of the common land is in low-maintenance gardens, a number of bike sheds and bin enclosures.

Construction

While all of the buildings have unique appearances, they generally have the same external walls and claddings which include pre-cast concrete, James Hardie Stria cladding, and cedar shiplap weatherboards.

The exterior joinery is double-glazed powder-coated aluminium. The roofs are clad with factory-finished steel (Dimond Heritage or similar) in a tray profile.

Infrastructure

The infrastructure is consistent with a medium-rise development whereby the essential services are fed from the city-wide systems in the street, under common land and up to the termination points on each unit. There are common fire and ventilation systems in three of the buildings, as well as access-controlled pedestrian doors. The body corporate is therefore required to maintain a Building Warrant of Fitness (BWOFF).

Common Property

External common property is limited to the driveway, fences and grounds.

In three of the buildings, there are internal stairwells and entrance lobbies that provide access to units on the upper levels.

Funding of Maintenance

Typically, the operating account is used for recurring and lower-value maintenance items that occur at least once a year, such as cleaning, building washes, sump and gutter cleaning and maintenance relating to the BWOFF. The long-term maintenance fund is typically used for larger and one-off items.

GST

The body corporate is not registered for GST. Accordingly, all dollar amounts in this plan include GST unless otherwise stated.

Element descriptions and condition assessments

Item: 1 Name: Roofs Type: Building Element

Description

There are a variety of roof shapes within this development.

The roofs are predominantly low-pitched. Most of them are either flat or skillion with gabled sections while one building irregularly shaped butterfly roofs.

All of the roofs fall to factory-finished metal edge gutters and drain to factory-finished metal downpipes.

The roofs are all clad with factory-finished steel (Dimond Heritage or similar) in a tray profile.

Condition Assessment

As at October 2022, the roofs were understood to be in excellent condition.

Maintenance Planned

The body corporate will carry out routine gutter cleaning and roof inspections. The body corporate has decided to not carry out manual roof washes but if the roof inspections identify corrosion developing that might be prevented by roof washes, this decision may be revisited.

Roof inspections, gutter cleaning and roof washes (if required) are funded from the operating account.

No other maintenance is planned.

Item: 2 Name: External Walls & Claddings Type: Building Element

Description

The eleven blocks within this development feature the same external cladding systems, but in different combinations.

Each building has pre-cast concrete walls. Some are painted while others have an unpainted roughsawn board finish. There is a combination of cedar rusticated weatherboards and James Hardie Stria Fibre cement sheets.

The soffits are formed from painted fibre cement sheeting (Villaboard or similar).

Condition Assessment

As at October 2022, the exterior walls and claddings were in excellent condition.

Maintenance Planned

Building washes will be routinely carried out. These are funded from the operating account.

The body corporate is planning to repaint the exterior walls and claddings on a cycle of around every seven to ten years. A job and budget have been established for this work in this plan.

In accordance with the Homeowner's Guide provided by Fletcher Living, the cedar weatherboards are to be routinely oiled. Allowance has been made in this plan to undertake this work on a cycle every three years.

No other maintenance is planned.

Item: 3 Name: External Doors, Windows & Fire Doors Type: Building Element

Description

The windows, sliding doors to balconies and the main entrance doors to Building 1, Building 6 and Building 10 are formed from powder-coated aluminium (Altus Pacific Architectural Suite or similar).

Some of the entry doors are solid core timber fire doors in a timber frame and have automatic door closers. Other units have aluminium entry doors in an aluminium vertical shrouds over some of the windows also.

Some of the units have horizontal powder-coated louvred awnings over the sliding doors (Holyoake or similar). Some units also have powder-coated aluminium shrouds around some of the windows.

The garages each have a sectional garage door clad in cedar.

Condition Assessment

As at October 2022, the windows and doors were in very good condition. The shrouds and awnings were also understood to be in very good condition.

Maintenance Planned

The exterior doors and windows will be washed as part of any building-wide wash programme. The painted elements, including factory-finished (if required), will be repainted as part of any building-wide repainting programme.

Allowance has been made in this plan for the installation of motorised awnings to the bulkheads above some of the west-facing sliding doors to four of the units.

The garage doors are to be routinely maintained in accordance with manufacturer's recommendations. This is funded from the operating account.

No other maintenance is planned.

Item: 4 Name: Balconies & Terraces Type: Building Element

Description

Most of the upper levels units in each block have balconies.

There are a variety of balcony deck styles within this development. Many of the decks are formed from concrete coated in a membrane system (Equus Chevaline Dext or similar) and have a Nurajack deck support system that supports the ceramic tiles. Others are laid with hardwood decking timber (Garapa). All of the balconies generally fall drain into downpipes.

The balustrades are formed from powder-coated aluminium. Some of the balconies also have wing walls that are either formed from pre-cast concrete or are clad with painted James Hardie Stria panels.

The terraces have exposed aggregate decks with planter beds formed from either hardwood timber or concrete. The retaining walls and fences within these terraces are mentioned later in this report.

Condition Assessment

As at October 2022, the balconies and terraces were understood to be in excellent condition.

Maintenance Planned

The balconies will be washed as part of any development-wide building wash programme and the painted elements, including factory-finished (if required) will be repainted as part of any development-wide repainting programme.

No other maintenance is planned.

Item: 5 Name: Electrical Systems Type: Infrastructure

Description

The electricity is feed is varied within this development.

For the three, three-storey buildings containing single-storey units, electricity is fed from the pillar boxes in the street under common land and up to the main switch cabinet underneath the stairs on the ground floor and up to the circuit breaker boards in each unit.

For the other buildings, electricity is fed from the pillar boxes in the street under common land and up to the main switch cabinet located on an exterior wall in a factory-finished metal cabinet with lockable doors. From there the electricity is fed to the circuit breaker boards in each unit.

The body corporate has its own supply to power the common area lights, which include bollard lighting along the pathways.

There is provisional wiring in the individual garages and in the car park for the charging of electric vehicles (EVs).

Condition Assessment

As at October 2022, the electrical systems were understood to be in excellent condition.

Maintenance Planned

Minor repairs to outdoor lighting are funded from the operating account.

The body corporate will consider what additional investment is required to complete the provision of EV charging. Once costs are known and decisions have been made, this plan may be updated.

No maintenance is planned.

Item: 6 Name: Plumbing & Drainage Systems Type: Infrastructure

Description

The plumbing and drainage systems in the development include mains water supply, wastewater discharge and stormwater removal.

Mains Water Supply

Mains water is fed from the city supply in the street, under common land and up through the buildings to the termination points adjacent to each unit.

Wastewater Discharge

Wastewater, including grey water and sewerage, is discharged from each unit, down through the buildings, into the common sewer pipes under common land and out into the city sewer system in the street.

Stormwater Removal

Rainwater from the roofs is passed down through the downpipes into the common stormwater pipes under common ground and out into the city stormwater system in the street.

Surface water from the driveway and car parks is captured with dish drains and sumps and discharged into the same stormwater network.

Condition Assessment

As of October 2022, the plumbing and drainage systems were understood to be in excellent condition.

Maintenance Planned

The gutters and sumps will be routinely cleaned out. Gutter and sump cleaning is funded from the operating account.

No other maintenance is planned.

Item: 7 Name: Communications Systems Type: Infrastructure

Description

The development's communication systems include landline telephone, broadband connectivity, and television reception.

Broadband connectivity is provided through fibre optic cable delivering ultra-fast broadband (UFB).

The body corporate manages an MATV (Master Aerial Television) system presumably on the roof of each block.

Condition Assessment

As of October 2022, the communication systems were understood to be in excellent condition.

Maintenance Planned

No maintenance is planned.

Item: 8 Name: Mechanical Services Type: Infrastructure

Description

The mechanical services installed include fresh air supply and extraction systems to the units, as well as air conditioning systems, and heat recovery systems. There are no mechanical ventilation systems within the common internal stairwell and lobbies.

Condition assessment

As of October 2022, the fresh air supply and extraction systems were understood to be in excellent condition.

Maintenance planned

The servicing, repairs and cleaning of systems within units are the responsibility of individual unit owners.

Because there are no common systems, no maintenance is planned.

Item: 9 Name: Fire Protection Systems Type: Infrastructure

Description

Three of the buildings have Type 2f fire protection systems which include manual call points (break in case of fire) and heat and smoke detectors throughout the building. These three buildings have mimic panels beside the main lobby entrance doors.

These building also have emergency lighting on escape routes and safe paths, including stairwells.

Condition Assessment

As of October 2022, the fire protection systems were in excellent condition.

Maintenance Planned

The fire protection systems are inspected, tested, serviced and certified by an Independently Qualified Person (IQP) as part of the BWOFF. This is funded from the operating account including any replacement of emergency lighting that fails during testing.

No other maintenance is planned.

Item: 10 Name: Security Systems Type: Infrastructure

Description

The security systems in the development are limited to the access-controlled entrance doors to the internal lobbies of the three buildings that have internal stairwells. These buildings also have intercom systems installed.

Condition Assessment

As at October 2022, the security systems were understood to be in excellent condition.

Maintenance Planned

The access-controlled entrances are to be inspected, tested, serviced and certified by an IQP as part of the BWOFF. This is funded from the operating account.

A contractor routinely services the intercom systems. The costs of this and any minor parts are funded from the operating account.

No other maintenance is planned.

Item: 11 Name: Internal Stairwells & Lobbies Type: Common Property

Description

In three of the buildings, there are entrance lobbies that lead to common internal staircases that provide access to the units on the upper levels of these buildings.

The decor in the stairwells is simple with bare concrete walls, the ceilings and walls on the landings near the fire doors are formed from painted fibre cement sheeting, the main entrance lobby floors have ceramic tiles with non-slip matting at the entry door. The concrete stair treads have ceramic tiles with rubber and metal nosings.

There is a timber handrail fixed to the concrete stairwell wall.

The fire doors off landings to the units are provided for under Doors and Windows.

Condition Assessment

As of October 2022, the stairs and landings were generally in excellent condition.

Maintenance Planned

The body corporate plans to refurbish the staircases including repainting on a ten to fifteen-year cycle approximately. Jobs and budgets have been established in the plan for the work. The time frame may be changed once the body corporate has a better understanding of how well the decor is standing up.

No other maintenance is planned.

Item: 12 Name: Bike & Bin Sheds Type: Common Property

Description

There are four bike sheds around this development formed from galvanised steel clad with a metal mesh screening and a galvanised steel and metal screen door secured by a key pad lock. The roof is clad with factory-finished tray metal cladding (Dimond Heritage or similar). The bike sheds have galvanised steel bike frames installed.

There is a central bin shed within the development which is formed from two concrete blockwork end walls that are painted on the outside and two sets of double steel-framed double doors, along with a roof and one of the walls to this building that are clad with galvanised metal mesh.

Condition Assessment

As at October 2022, the bike sheds and bin shed were in excellent condition.

Maintenance Planned

The bike and bin sheds will be included in the overall building wash.

The painting of the blockwork walls will be included in the building repaint.

No other maintenance is planned.

Item: 13 Name: Driveway, Paths & Car Parks Type: Common Property

Description

There is a driveway off Worcester Street that leads to a central car park that is laid with asphalt bordered by concrete kerbs and channels. The car parks are marked.

Surface rainwater drains through road sumps. The grated sump in the middle of the car park has a concrete surround but is set directly into the asphalt while the other grated sumps are in concrete channels.

There are numerous footpaths throughout this development that are formed from exposed aggregate concrete.

The three blocks with the entrance lobbies have exposed aggregate steps leading up to the entrance door with stainless steel handrails fixed to the painted pre-cast walls. They also have strip drains in front of the lobby entrance doors.

Condition Assessment

As at October 2022 the driveway and car parks were in excellent condition.

Maintenance Planned

The sumps will be routinely cleaned out. Sump cleaning is funded from the operating account.

A job and budget have been established in this plan for remarking the car parks and vehicle directional markings.

No other work is planned.

Item: 14 Name: Fences, Gates, Retaining Walls & Letterboxes Type: Common Property

Description

There are several different types of fences around the boundaries and between the units.

There are painted concrete blockwork fences along the street fronts that have hardwood timber fencing in between. Some units also have powder-coated aluminium gates.

Most of the units along Worcester Street, Latimer Square and Huinui Lane have factory-finished metal letterboxes fixed to the fences while the factory-finished metal letterboxes for the three larger buildings are located beside the main entrance door to the internal lobbies.

One of the buildings on the corner of Gloucester Street and Latimer Square has powder-coated aluminium fencing that sits atop the painted blockwork walls.

Units with entries facing on to the carpark area of the development have factory-finished metal letterboxes attached to the fences.

At the entrance of the driveway on Worcester Street, there are pre-cast concrete walls. One has 'Worcester Terraces' etched on to it.

Intertenant fences (including those fences to the terraces) are also a mixture of painted concrete blockwork walls, hardwood and powder-coated aluminium.

There are numerous retaining walls throughout the development, many of which are in the individual terraces belonging to units. Some of these are formed from painted concrete blockwork while others are formed from hardwood timber.

Condition Assessment

As at October 2022, the fences, gates, retaining walls and letterboxes were generally in excellent condition.

Maintenance Planned

The front painted concrete block fences will be repainted as part of any development-wide repainting programme.

No other maintenance is planned.

Item: 15 Name: Grounds, Gardens & Common Areas Type: Common Property

Description

The grounds around the development include areas low-maintenance gardens planted with hardy shrubs and covered with mulch.

Along the paths and in the central area near the car park, there are timber bench seats. There is also a large section of artificial turf in this area.

Condition Assessment

As at October 2022, the gardens and grounds were in very condition.

Maintenance Planned

The body corporate employs a contractor to mow the lawns and maintain the gardens. Lawn and garden maintenance is funded from the operating account.

No other maintenance is planned.

Draft

Jobs list

Note: All job costs are provisional estimates only unless otherwise stated. Plan Heaven recommends that the Body Corporate obtains quotes as soon as possible and arranges for this plan to be updated, in order to provide more certainty in regard to the cost of the jobs scheduled and the Body Corporate's ability to fund them.

Job Number: 1 Job Name: Painting of Exterior Pre-cast Concrete Walls & Blockwork Fences

The body corporate is planning to repaint the external cladding and other associated painted elements on a cycle of around seven to ten years.

The budget has been estimated using the following calculations.

Pre-cast Concrete Walls

Approx 1,250 sq metres @ \$40 per sq metre (QVCostbuilder) = \$50,000 plus GST = approx \$57,500 incl GST

Plus fixed and mobile scaffolding. Estimate only. \$32,350 incl GST

Total Provision: \$90,000 incl GST

Blockwork Fences

Approx 410 sq metres @ \$40 per sq metre (QVCostbuilder) = \$16,400 plus GST = approx \$19,000 incl GST

The amount budgeted is an estimate only and the body corporate will obtain quotations and/or estimates from contractors as soon as possible and update the budgeted amount if required.

Financial year commencing	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Painting of Exterior Pre-cast Concrete Walls & Blockwork Fences	0	0	0	0	0	0	0	109000	0	0

Job Number: 2 Job Name: Car Park Linemarking

The following GST inclusive provision is made to remark the car parks.

The estimate is based on approx 41 car parks at one 2 metre line each or 82 m of lines @ \$3.00 plus GST per metre (QVCostbuilder). Plus other yellow hatching and painting out old marks if required (allow 20 m). Plus base and setup cost.

Provision only. Estimate \$850 incl GST

Financial year commencing	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Car Park Linemarking	0	0	0	0	0	0	0	0	850	0

Job Number: 3 Job Name: Motorised Awnings

The body corporate is intending to install motorised louvred awnings over the sliding doors to four of the units. The provision is an estimate only and may be updated once quotes are available for this work.

Total provision: \$15,500 incl GST

Financial year commencing	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Motorised Awnings	0	15500	0	0	0	0	0	0	0	0

Job Number: 4 Job Name: Stain Cedar Weatherboards

The body corporate will arrange for the cedar shiplap weatherboard cladding to be re-stained on a cycle of every two to three years.

The budget has been estimated using the following calculations.

Approx 1125 sq metres @ \$40 per sq metre (QVCostbuilder) = \$45,000 plus GST = approx \$51,750 incl GST

Plus fixed and mobile scaffolding. Estimate only. \$29,000 incl GST

Total Provision: \$80,800 incl GST

Financial year commencing	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Stain Cedar Weatherboards	0	0	0	80800	0	0	80800	0	0	80800

Draft

Job cost table

Financial year commencing	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Painting of Exterior Pre-cast Concrete Walls & Blockwork Fences	0	0	0	0	0	0	0	109000	0	0
Car Park Linemarking	0	0	0	0	0	0	0	0	850	0
Motorised Awnings	0	15500	0	0	0	0	0	0	0	0
Stain Cedar Weatherboards	0	0	0	80800	0	0	80800	0	0	80800
Total	\$0	\$15,500	\$0	\$80,800	\$0	\$0	\$80,800	\$109,000	\$850	\$80,800

Funding required to pay for the cost of this LTMP \$

Financial year commencing	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Opening balance	4,804	74,804	129,304	199,304	188,504	258,504	328,504	317,704	278,704	347,854
Less cost of jobs	0	15,500	0	80,800	0	0	80,800	109,000	850	80,800
Subtotal	4,804	59,304	129,304	118,504	188,504	258,504	247,704	208,704	277,854	267,054
Funding from levies	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000
Closing balance	74,804	129,304	199,304	188,504	258,504	328,504	317,704	278,704	347,854	337,054

Age, life and replacement cost table

Item	Type	Name	Age (Years)	Life (Years remaining)	Replacement Cost
1	Building Element	Roofs	0	35	>\$750,000
2	Building Element	External Walls & Claddings	0	50	N/A
3	Building Element	External Doors, Windows & Fire Doors	0	>30	>\$1,800,000
4	Building Element	Balconies & Terraces	0	Mixed	N/A
5	Infrastructure	Electrical Systems	0	35	>\$1,080,000
6	Infrastructure	Plumbing & Drainage Systems	0	50	Unknown
7	Infrastructure	Communications Systems	0	35	>\$540,000
8	Infrastructure	Mechanical Services	0	35	>\$800,000
9	Infrastructure	Fire Protection Systems	0	35	>\$90,000
10	Infrastructure	Security Systems	0	35	>\$60,000
11	Common Property	Internal Stairwells & Lobbies	0	45	N/A
12	Common Property	Bike & Bin Sheds	0	45	>\$100,000
13	Common Property	Driveway, Paths & Car Parks	0	45	>\$500,000
14	Common Property	Fences, Gates, Retaining Walls & Letterboxes	0	Mixed	>\$350,000
15	Common Property	Grounds, Gardens & Common Areas	Mixed	Mixed	N/A

Note: The inclusion of the age, life and cost of replacement values of all building elements, items of infrastructure and all common property is a mandatory requirement of LTMPs under the Unit Titles Act 2010 and accordingly is included. However, it is the view of Plan Heaven that while these values are useful for 30-year LTMPs they add little value to a well prepared 10-year LTMP.

About this Long-Term Maintenance Plan

Why have a long-term maintenance plan (LTMP)?

Section 116 of the Unit Titles Act 2010 requires that body corporate maintains an LTMP. This body corporate acknowledges its duty under the legislation but also believes that maintaining a carefully considered LTMP will also contribute towards savings in maintenance costs over the long term while maintaining the value of each owner's asset and eliminating the financial shocks to owners that come from the need to raise special levies.

About this LTMP

This LTMP has been prepared for the body corporate with the assistance of Plan Heaven Limited (Plan Heaven) and using the plan building template provided online by Plan Heaven. This report has been downloaded and printed from the Plan Heaven website where the body corporate's planning data is stored.

The data belongs to the body corporate and accordingly, can be downloaded, updated or deleted as the body corporate determines from time to time. The body corporate pays an annual subscription to Plan Heaven to maintain an account and gain ongoing access to the data.

Users in Plan Heaven

Any user approved by the body corporate can become a user in Plan Heaven and will then be able to access the data, reports, photographs and documents stored online using any web browser. Any users approved by the body corporate can also be appointed to administer the account and update or edit the LTMP data as required.

Accuracy of the data

Every attempt has been made to ensure the accuracy of the data and information in this LTMP. However, neither Plan Heaven nor any other person appointed by the body corporate to maintain the data accepts responsibility for any errors or omissions that might be present.

Status of this LTMP

The status of this document is recorded on the first page. It will be recorded either as a "draft" or "approved". The status is changed to "approved" once this document has been accepted by the body corporate.

Renewals

Then once it has been approved, an LTMP must be renewed at least once every three years. However, because of the low cost and ease of updating in Plan Heaven, this body corporate may update this LTMP more frequently. During updates, if there are no changes to the main body of the LTMP, owners may be asked to approve a summary document that will only include the jobs and funding tables.

Currency

All currency values in this LTMP are at today's values. There is no provision for inflation.

Plan Heaven terms and conditions

This LTMP and all matters relating to it and the Plan Heaven website, plan building template and database, are subject to the terms and conditions published on the website at planheaven.co.nz/terms

End of report for BC 542441, Worcester Terraces

© 2022 Plan Heaven Ltd | 0800 109 327 | planheaven.co.nz

BODY CORPORATE RULES - BC No. 542441 WORCESTER TERRACES, CHRISTCHURCH

The Unit Titles Act 2010

BODY CORPORATE OPERATIONAL RULES

The body corporate rules set out in the First Schedule to the Unit Titles Regulations 2011 are added to by the following rules.

1 FURTHER OPERATIONAL RULES

1.1 Definitions:

In these Rules, unless the context otherwise requires:

Accessory Unit means an accessory unit on the Unit Plan.

Act means the Unit Titles Act 2010 and includes any statutory modification or re-enactment of that Act.

Body Corporate means Body Corporate Number 542441 (Canterbury Land Registry).

Council means Christchurch City Council.

Building means the building on the Land.

Common Property means the common property comprised in the Unit Plan.

Land means the land which is the subject of the Unit Plan.

Manager means any manager appointed under rule 2.3.

Owner has the same meaning in these Rules as it has in the Act, and for the purposes of these Rules it also includes occupiers of a Unit and the employees, agents, invitees, customers, licensees and tenants of all owners and occupiers of Units, unless the context otherwise requires.

Rating Unit means Unit 2.

Regulations means the Unit Titles Regulations 2011.

Rules means the rules contained in the First Schedule to the Regulations, these rules, and amendments made to these rules from time to time.

Small Domestic Animal means a dog, cat or bird whose actual or anticipated adult height, when measured from the floor to the top of shoulder of such animal is less than 45 centimetres.

Unit Plan means unit plan number 542441 (Canterbury Land Registry).

Unit means one of the principal unit 1- 68 on the Unit Plan, and:

- a) unless the context otherwise requires, includes all Accessory Units attached to that unit;

- b) in relation to any Owner or occupier, means the unit owned or occupied by that Owner or occupier.

1.2 Interpretation:

- a) Words importing the singular or plural include the plural and singular respectively.
- b) Headings are inserted for the sake of convenience and ease of reference only. They do not form part of the text and will not affect the construction or interpretation of these Rules.

2 POWERS AND DUTIES OF THE BODY CORPORATE:

- 2.1 **Exterior painting:** The Body Corporate will apply paint or protective coatings to the exterior of any Unit from time to time if the condition so requires. Any costs incurred may be levied upon the Owner of the Unit and will be payable by that Owner:
- 2.2 **Warrant of fitness:** Where the building on the land has a compliance schedule issued under section 100 of the Building Act 2004 that relates to any service or system contained wholly or partly in the Common Property or on the exterior of the building, the Body Corporate will be responsible for the issue of annual warrant of fitness for the building as required under section 108 of the Building Act 2004. The cost of compliance with section 108 of the Building Act will be a cost for which the Body Corporate will be entitled to levy each Owner as provided for the Act.
- 2.3 **Manager:** The Body Corporate may by ordinary resolution enter into any agreement with a manager (whether or not incorporated) for a fixed period of time for the carrying out and management of the duties of the Body Corporate at such remuneration and upon such terms and conditions as it may approve.
- 2.4 **Colour schemes and landscaping:** The Body Corporate may settle and approved schemes for the exterior colour and landscaping of the Units and for signs to be erected or painted on the Common Property.
- 2.5 **Approval level of expenditure:** Any expenditure of over \$10,000.00, not being expenditure which the Body Corporate is legally obliged or previously authorized to incur, will be referred to a general meeting.
- 2.6 **Water Supply Rating Unit:** It is a condition of subdivision consent RMA/2020/586 that a Principal Unit is specified as the rating unit for the purpose of billing for the water supply to all of the Units and the Common Property on the Unit Plan. Principal Unit 2 has been specified as the Rating Unit. Notwithstanding that the owner of Principal Unit 2 will be the party invoiced by Council for all water charges associated with the Unit Plan, the Body Corporate shall be responsible for meeting all costs charged to the Rating Unit for water, and shall indemnify the owner of Principal Unit 2 for all costs and charges invoiced to the Rating Unit by the Council. This rule 2.6 shall not be amended or varied without the consent of the Council.
- 2.7 **Backflow Prevention:** It is a condition of subdivision consent RMA/2020/586 that the water supply to each unit is protected by a suitable backflow prevention device. The Body Corporate

shall be responsible for ensuring that the backflow prevention devices installed for the Units are properly maintained in accordance with good industry practise.

3 AN OWNER OR OCCUPIER OF ANY UNIT SHALL NOT

3.1 Purposes:

- a) Use any unit for any purpose which is illegal or may be injurious to the reputation of the building.
- b) Use the unit or permit it to be used in such manner or for such purpose as to cause damage or a nuisance or annoyance or disturbance to any occupier of any unit (whether an owner or not) or to the family or any visitor of any such occupier.

3.2 Noise: Create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of any other unit or of any person lawfully using the common property:

3.3 Pets:

- a) Keep any animals, birds or pets in the Unit unless the Owner has:
 - i) in the case of a Small Domestic Animal, provided the Body Corporate or the Manager with a signed Automatically Permitted Animal Consent (at Annexure One); or
 - ii) for all other domestic animals provided the Body Corporate or the Manager with a signed Application for Animal Consent (at Annexure Two) and received the consent in writing of the Body Corporate.
- b) Alter any part of the Unit or Common Property to provide for a cat flap or similar point of entry and egress for any pet into any Common Property.

3.4 Common Property:

- a) Use the common property in such a manner as unreasonably to interfere with the use and enjoyment thereof by any occupier of any unit (whether an owner or not) or by the family or any visitor of any such occupier.
- b) Except with the consent of the body corporate, which consent may be withdrawn at any time, use or store upon the unit or the common property anything that may create a fire hazard, or which increases the cost of fire insurance on the building of which the unit forms part, or which may contravene the fire regulations, or the rules, regulations, ordinances or bylaws of any authority having jurisdiction over the building of which the unit forms part or those having businesses with them or of any person lawfully using the common property, other than that in the fuel tank of a motor vehicle or, in the case of liquid gas only, in a properly approved gas cylinder.

- c) Deposit or throw upon the common property or another unit any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another unit or of any person lawfully using the common property.
- d) Drive, operate or use or permit to be driven, operated or used on the common property, any vehicle or machinery of a weight or nature which is likely to cause damage to the common property, and the owner shall be responsible for any loss, damage or injury to such common property caused, or contributed to, by the use by such owner or occupier or their agent, contractor or invitee of any vehicle or machinery and shall forthwith after any such damage as aforesaid takes place, repair or cause such damage to be repaired at the said owner's own cost.

3.5 Management: Interfere with the efficient management of the building of which the unit forms part of.

3.6 Gardens:

- a) Allow trees or plants or roots or foliage to encroach from the unit under, upon or over any other unit or the common property.
- b) Cause or permit any loss or damage to the common property including interior and exterior walls, fittings, lawn, garden, trees and plants situated thereon by reason of the use of such owner or occupier or of any tenant, servant, agent, agent, contractor, guest or invitee thereof.

3.7 Car parks:

- a) Park or allow any family member or any visitor to the unit to stand or park or cause to be stood or parked, any motor vehicle except that of the unit.
- b) Use those of the accessory units that are designated for parking, or allow them to be used, for storage of any items whatsoever or for any purpose other than the parking of a single motor vehicle. The accessory units shall be kept tidy and free of all litter, and no maintenance or repair work other than minor maintenance work shall be carried out on any motor vehicle located thereon.
- c) Obstruct or use for any purpose other than for the reasonable ingress and egress to and from their respective units, any of the driveways, paths and other accessways on the land (including without limitation lifts, stairways, corridors) or any easement giving access to the land.

3.8 Use of Plumbing etc.: With respect to the unit and the common property, waste water or use any part of the plumbing systems including toilets, waste pipes and drains, for any purposes except for those for which they were constructed or designed, nor deposit any sweepings or rubbish or other unsuitable substances therein. As conditions to the foregoing.

- a) The cost of rectification of any damage or blockage resulting to such plumbing systems from misuse or negligence shall be borne by the owner responsible whether caused by the actions of that owner or of any lessees, tenants, visitors, agents or servants.
- b) The owner or occupier of a unit shall give the body corporate prompt notice of any accident to or defect in any plumbing or electrical systems which shall come to the

knowledge of the owner or occupier, and the body corporate or its agent may, having regard to the urgency involved, examine such accident or defect and organise such repairs or renovations as it deems necessary.

- 3.9 External Contractors:** Permit any contractor that is carrying out any repair, maintenance, addition or alterations or other such work on a unit to cause more than minimal inconvenience to any other Owner or occupant and must ensure that such work is carried out in a proper workmanlike manner.
- 3.10 Signage and External Appearances:** Paint, affix or display any signs, advertisements, notices, posters, placards, banners or like matter to or on any part of the building or on any part of the common property (including near or at the entranceway to the complex) nor do anything to vary the external appearance of their units without the prior written consent of the committee or of the body corporate.
- 3.11 Common Property Structures:** Mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent of the body corporate which consent may at any time be withdrawn.
- 3.12 Removal of Furniture:** Move any furniture, piano, safe, goods, merchandise, machinery, plant or heavy object or article of such weight, nature or description as will impose or cause any stress or strain or weight likely to damage, weaken or cause movement or structural defect to the building or any part thereof, into or out of the building or any unit or the land except in a manner (including the placement of protective screens) that ensures that no harm shall be caused.
- 3.13 Aerials etc.:** Erect or fix to the unit any television or radio aerial or antenna without the prior consent of the Body Corporate.
- 3.14 Use of balconies:** Use the balcony or any Common Property for drying laundry (except for a "floor standing" drying rack) or displaying wall hangings or for storage, nor allow any combustible or hazardous materials or substances or any rubbish or unsightly materials or obsolete furniture to accumulate or be displayed on balconies or Common Property.
- 3.15 Washing Lines:** Erect or affix any washing lines, poles or other such drying apparatus for a similar purpose (either temporary or permanent) outside a unit or on the exterior of a unit.
- 3.16 Blinds, awnings and curtains:** Erect any awnings or any venetian blinds (at any time), nor external blinds or hang curtains or roller blinds visible from outside of the Unit unless those curtains or roller blinds have a backing of such colour and design approved by the Body Corporate. Body Corporate approval shall ensure that the backing used in all the Units presents a uniform and orderly appearance when viewed from the outside of the Units. The Owner will as often as the need will arise (in the opinion of the Body Corporate) replace at the Owner's own cost any curtains or roller blinds in the Unit.
- 3.17 Fences:** Erect any fence, temporary structure, building or shed on any Unit or part thereof, without first obtaining approval in writing of the Body Corporate and the immediately adjacent Owners to a plan or diagram thereof and such fence, temporary structure, building, or shed will be erected in accordance with such plan or diagram.
- 3.18 Washing of vehicles:** Owners are not permitted to wash vehicles anywhere within the complex.

- 3.19 Residential occupation:** Owners are not permitted to use or occupy their Unit for any purpose other than a residential dwelling without the prior written consent of the Body Corporate.

4 AN OWNER OR OCCUPIER OF ANY UNIT SHALL

- 4.1 Floor Coverings:** Ensure that all floor space within the unit is covered by floor coverings to such an extent sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of the owner or occupier of any other unit.

- 4.2 Quiet Enjoyment:** Take all reasonable steps to ensure that any invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of any other unit or of any person lawfully using the common property.

- 4.3 Cleanliness:** With respect to the unit or accessory unit, keep all windows clean and if any are broken or cracked promptly replace same with fresh glass of the same colour, quality and weight:

- a) Maintain within the principal unit, in clean and dry condition, adequate covered receptacles and containers for garbage.
- b) Ensure that before refuse is placed in the said receptacles and containers it is securely wrapped or in the case of tins and other containers, completely drained.
- c) Temporarily store such filled receptacles and containers within an inside area of the principal unit.

4.4 Rubbish Collection:

- a) To avoid cross contamination, every Owner shall ensure that only goods and material of the kind that is acceptable to the refuse collectors is put out for collection.
- b) Not use any refuse disposal system other than the communal bins located in areas designated by the Body Corporate, and in particular, shall not have any private wheelie bin on their Unit.

- 4.5 Alarms:** Be responsible for the cost of any special call out or other similar charge levied by any security or alarm company or other service provider in respect of any incident caused by the owner or occupier or affecting the unit.

- 4.6 Security Passes:** Arrange directly with the relevant provider at the owners cost for the replacement of any lost or damaged access passes or automatic door or gate opening devices which give access to the common property or for such additional passes or devices to be issued to him as he may require. The replacement of any lost or damaged keys to the unit shall be arranged by an owner or occupier directly with a locksmith of their choice at their own cost.

4.7 Lease of the unit: A unit Owner shall:

- a) When creating a lease or tenancy or right of occupation of the unit in favour of some other person, ensure that that person has received and perused and agreed to abide with these rules.
- b) Advise the committee or manager if the unit is to be used for short term letting such as, but not restricted to, Airbnb and similar services. The body corporate shall be

entitled to recover any additional insurance premiums or other costs from the owner as a result of such short term letting.

- 4.8 Duties and Obligations:** Ensure that the duties and obligations imposed by these rules on the owners shall be observed not only by the owners but also by the occupiers of the units and the owners' and occupiers' guests, employees, agents, workers, children, invitees, licensees and tenants.
- 4.9 Contact Details:** Advise the committee of the body corporate of the owner's private address and telephone number or, if the owner is a corporation, of the private address and telephone number of the secretary or other responsible person employed by the owner and shall keep the body corporate promptly informed of any change in such address or telephone number.
- 4.10 Defect/Damage:** On becoming aware of any defect or damage to any part of the building of which the unit forms part or defilement to the exterior of the building of which the unit forms part or the common property of the body corporate or the failure or defect of any of the building's services of which the unit forms part, shall notify the body corporate immediately. The committee of the body corporate shall have authority to make such repairs or renovations as the committee considers necessary for the safety and preservation of the building (or, in an emergency, such repairs or renovations as the committee of the body corporate considers necessary). The body corporate shall be entitled to recover the costs of the repairs or renovations from an owner if the act or neglect of an owner necessitated the repairs or renovations.
- 4.11 Telecommunications Services:** An Owner must, where a Unit receives the benefit of telecommunications services, pay on demand by the Body Corporate, the Owner's proportion of the cost of providing those services, and the maintenance and upgrade of those services from time to time. If an Owner does not pay such charges, the Body Corporate may, without prejudice to its other remedies, authorise the disconnection of all or any such services provided to the Unit and recover the costs of the outstanding charges from the Owner
- 4.12 Fire Drills:** The Body Corporate may require the Owners to perform fire drills, and observe all necessary and proper emergency evacuation procedures, and the Owners will co-operate with the Body Corporate in observing and performing such rules and regulations."

ANNEXURE ONE

AUTOMATICALLY PERMITTED ANIMAL CONSENT

All unit owners and occupiers are permitted to have one small domestic dog, cat or bird in their Unit provided such animal's actual or anticipated adult height when measured from the floor to the top of shoulder is less than 45 centimetres.

Owner/Occupier: _____

Unit: _____

Animal: _____ **Cat/ Dog / Bird** (Select one)

Name of pet: _____

Breed: _____

Height of pet: _____ centimetres (for the actual or anticipated adult height, when measured from floor to top of shoulder)

I/We the owner or occupier of the above Unit, advise that we have/will keep domiciled within my/our Unit the pet described above. I/we acknowledge and agree that:

- (a) it is my/our responsibility to ensure that the permitted pet and any area they may occupy is kept in a clean and tidy condition, and that my/our pet will not interfere with any other occupiers' quiet enjoyment at Worcester Terraces, One Central or cause damage to any common area;
- (b) I/we will pay for any damage to the common area or any property caused by my/our pet;
- (c) my/our pet must be on a leash or fully restrained by me/us whenever it passes through any common area.
- (d) I/we must immediately clean up all waste made by such animal and it must not use the common area gardens or any other areas as a toilet;
- (e) my/our pet must be removed from Worcester Terraces, One Central at my/our cost should the Body Corporate (or any manager appointed by the Body Corporate), acting reasonably, determines that my/our pet is interfering with any other occupier's peaceful enjoyment of Worcester Terraces, One Central or causing damage to any common area, and I/we must complete the removal of my/our pet within 21 days of the Body Corporate (or its manager) giving me/us notice requesting its removal;
- (f) this consent is for this pet only and only while I/we are the owners or occupiers of the Unit; and
- (g) this consent does not absolve me/us from compliance with any relevant bylaws.

Signed by the Owner/Occupier: _____ Date: _____

ANNEXURE TWO

APPLICATION FOR ANIMAL CONSENT

Applicant: _____

Unit: _____

Animal: _____ **Cat/ Dog / Bird** (Select one)

Name of pet: _____

Breed: _____

Height of pet: _____ centimetres (for the actual or anticipated adult height, when measured from floor to top of shoulder)

I/We, the owner or occupier of the above Unit, request consent to keep domiciled within my/our Unit the pet described above. I/we acknowledge and agree that:

- (a) it is my/our responsibility to ensure that the consented pet and any area they may occupy is kept in a clean and tidy condition, and that my/our pet will not interfere with any other occupiers' quiet enjoyment at Worcester Terraces, One Central or cause damage to any common area;
- (b) I/we will pay for any damage to the common area or any property caused by my/our pet;
- (c) my/our pet must be kept on a leash or fully restrained by me/us whenever it passes through any common area.
- (d) I/we must immediately clean up all waste made by such animal and it must not use the common area gardens or any other areas as toilets;
- (e) my/our pet must be removed from Worcester Terraces, One Central at my/our cost should the Body Corporate (or any manager appointed by the Body Corporate), acting reasonably, determines that my/our pet is interfering with any other occupier's peaceful enjoyment of Worcester Terraces, One Central or causing damage to any common area, and I/we must complete the removal of my/our pet within 21 days of the Body Corporate (or its manager) giving me/us notice requesting its removal;
- (f) this consent is for this pet only and only while I/we are the owners or occupiers of the Unit; and
- (g) this consent does not absolve me/us from compliance with any relevant bylaws.

Signed by the Applicant: _____ **Date:** _____

Consent: Given/ Withheld (Body Corporate to delete one)

Signed on behalf of the Body Corporate: _____ **Date:** _____