

UNIT PLAN	4828
BODY CORPORATE NUMBER	BC85858
UNIT NUMBER	UNIT 1E

This precontract disclosure statement is provided to prospective buyers of the property in accordance with Section 146(1) of the Unit Titles Act 2010.

General Information

1. Unit Title Property Ownership

WN53C/600 Part Lot 69 Deposited Plan 4828

2. Unit Plan

Attached as Appendix A (WN53C/598)

3. Ownership and Utility Interests

In accordance with Section 47 Unit Titles Act 2010, the Body Corporate owns the common property and the owners of all the units are beneficially entitled to the common property as tenants in common in shares proportional to the ownership interest in respect of their respective units.

The utility interest is the same as the ownership interest, and is used to calculate how much each owner contributes to the operational costs of the body corporate.

Unit	Ownership Entitlement	%	Auxiliary Unit Entitlement	Approx Area m ²	Unit Title
1A	806	8.06%	Half AU3	123 + 16 (AU3)	WN53C/599
1B	564	5.64%		81	WN53C/598
1C	564	5.64%		79	WN53C/600
1D	564	5.64%		74	WN53C/601
1E	612	6.12%	Half AU3	75 + 16(AU3)	WN53C/602
2A	902	9.02%	AU2	143 +42(AU2)	WN53C/603
2B	645	6.45%		81	WN53C/604
2C	645	6.45%		79	WN53C/605
2D	645	6.45%		74	WN53C/606
2E	645	6.45%		75	WN53C/607
3A	1105	11.05%	AU5 Half AU1 and AU4	119 +32(AU5) +56 (AU1&4)	WN53C/608
3B	1072	10.72%	Half AU1 and AU4	137 + 56 (AU1&4)	WN53C/609
GA	519	5.19%		146	WN53C/596
GB	712	7.12%		201	WN53C/597
	10,000	100%		545m ²	

4. Water Rates

There is one water meter for the building. Volumetric charges are shared between unit owners as determined at the AGM. The current arrangement is the total charge divided by the number of unit titles (14). Water charges are currently payable by each Unit Owner directly to the Kapiti Coast District Council quarterly.

5. Car Park

There is a shared car park allocated to Units 1A, 1E, 2A, 3A and 3B. This is historical and reflected in the Auxiliary Unit Entitlement. The Body Corporate does not manage the car parking arrangement – it is an agreement with the five unit owners. If an owner does not wish to use the car park, there is an opportunity for their share to be leased to another owner by mutual agreement. This is the case with Unit 1E. There are no designated car parks, and the current agreement is that owners park on a first in first served basis. Owners must therefore be available to move their car if blocking another car from exiting at any time.

6. Body Corporate Operational Rules

The Body Corporate Operational Rules are as attached as Appendix B. These can be amended only at an AGM with a majority approval. At the last AGM, a sub-committee was formed to review the operational rules with a view to presentation of amendments at the 2025 AGM. These amendments will also incorporate any changes required under the Unit Titles Act 2010 amendments. As a result of queries from previous buyers, the operational rules include the following:

- No unit may be used for short term tenancies or Air BNB, due to the requirement for higher insurance premiums;
- Owners may rent their properties to long term tenants (12 months or longer) provided the tenant signs an agreement to comply with the Body Corporate Rules – loss of income from tenants is not included in the insurance policy and would be the responsibility of the owner;
- Owners may have a pet provided it does not disturb other residents; tenants may not have pets.

7. Pre-settlement Disclosure

A pre-settlement disclosure will be provided by the Secretary of the Body Corporate and will contain the following additional information:

- Any changes to the amount of contribution levied by the body corporate under section 121 of the Act in respect of the unit being sold,
- The amount of unpaid levy owed to the Body Corporate by the Unit Owner
- Any other unpaid costs relating to repairs to building elements or infrastructure contained in the unit are unpaid, and if so, the amount unpaid
- Any interest being accrued on any money owing to the body corporate by the seller and whether there are any proceedings pending against the body corporate in any court or tribunal;
- Any changes that have been made to the body corporate operational rules since the pre-contract disclosure statement.

8. Additional Disclosure

Under Section 148 of the Unit Titles Act 2010, a buyer may request an additional disclosure statement from the body corporate before the settlement of an agreement for sale and purchase of a unit. The buyer must pay to the seller all reasonable costs incurred by the seller in providing the additional disclosure statement. The estimated cost of providing any additional disclosure statements (including the pre-settlement disclosure statement) is a minimum of \$100 for the first hour, and \$100 per hour thereafter.

Any owner may make a request on behalf of perspective buyers for the following information:

- Contact details of the body corporate committee
- The balance of every bank account at the date of the last financial statement
- Amounts due under invoices to be paid by the body corporate at the date the additional disclosure statement is requested
- Details of regular expenses that are incurred at least once a year
- Amounts owed to the body corporate at the date of the additional disclosure statement is requested
- Details of the insurance policy held by the body corporate, including the name of the insurer, type of policy, the amount of the premium and the amount of any excess payable under the policy
- Details of every contract entered into by the body corporate, including the names of the parties, the goods and services to be provided under the contract, the price and the term of the contract
- Copies of any general meeting minutes
- Clarification on whether any of the body corporate's operational rules are different from the prescribed body corporate operational rules, and if so, what the differences are.
- A summary of the long term maintenance plan including details of maintenance carried out, details of maintenance carried out in the previous year, details of the long-term maintenance fund and the amount levied to maintain the fund.

9. Record of Title

To be provided by the owner. The Title number for this unit is shown in Section 3.

10. Land Information memorandum

The buyer should obtain a copy of this from Kapiti Coast District Council.

The Body Corporate is aware of a statement on the LIM in relation to Building Consent issued in 1996. The comment is *"Council is aware of some potential weathertight defects identified in this building. The Corporate has engaged a private building consultant to determine the extent of the damage."* The body corporate cannot find any evidence or facts in its records in relation to this comment. The Council are unable to provide any further details on why this was noted on the LIM.

Body Corporate records show that a registered builder was engaged in 2011/2012 to investigate and remedy water ingress issues that had been identified. The council has full records of the building consent application and subsequent building inspections that took place resulting in a signed off code of compliance (120031) issued by KCDC on 17 September 2012. The Body Corporate has a full record of all work undertaken at a cost of over \$200,000 to repair all identified areas of concern.

In the past 10 years there has been minor issues in various units which have been managed by the Property Manager within the annual general maintenance budget. The Body Corporate has looked into the possibility of getting an independent consultant to review the building but

has determined the cost is prohibitive to most owners, and it has been agreed to continue to manage issues as they arise.

11. Weathertight Homes Resolution

The Unit, or the common property is not currently, and has never been, the subject of a claim under the Weathertight Homes Resolution Services Act 2006 or any other civil proceedings relating to water penetration of the buildings in the unit title development.

12. Easements and covenants.

There are no easements or covenants

13. Specific Information about Unit 1E

13.1 The amount of the contribution levied by the body corporate under section 121 of the Unit Titles Act 2010 in respect of Unit 1E is **\$5,995.05** per annum or **\$500.00** per month due on 1st day of the month.

13.2 The period covered by the contribution in the above paragraph is 1 April 2025 to 31 March 2026.

13.3 The Body Corporate sets the levy at the Annual General meeting, usually held in May each year. Details of the levy for the next 12 months is therefore unknown, but is likely to rise in line with inflation (with insurance being the main driver of any increase) Owners continue to pay the monthly levy outlined in 13.1 until after the AGM. Once the new levy is set, owners are advised of the new levy and invoiced for the difference in the levy (if any) from 1 April 2025.

13.4 The Body Corporate has plans to carry out (or has carried out) the following budgeted maintenance on the property in the financial year ending March 2026:

- New carpet to common areas
 - Chemical wash of exterior
 - Roof tiles and gutter clean/wash
 - This maintenance is covered by the Long Term Maintenance allowance and included in the annual levy paid by owners referred to in paragraph 13.1 above.
- 13.5 This information will be updated with the annual accounts presented to the AGM in May 2026.

13.6 Unit 1E has a shared car park in the basement car park. This is presently leased to another person.

13.7 CCTV cameras are installed at both entrances to the building in the foyers.

14. Further Information

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

Sue Gallagher, Secretary/Treasurer, Body Corporate,

Phone: 022 462 4578

Email: BodyCorp85858@gmail.com

Date:	21 September 2025
Signed	<i>Sue Gallagher</i>
	Secretary/Treasurer, Maclean Street Apartments

