Strata Title Administration Ltd
bc@stratatitle.co.nz
www.bodycorporate.co.nz

Auckland Phone (09) 307 3721
PO BOX 3187, Auckland 1140
Wellington Phone (04) 974 1011
PO Box 384, Wellington 6140
Christchurch Phone (03) 925 8749
Unit 5, 71 Gloucester Street,
Christchurch 8013

12 February 2025

Dear Owner,

Re: Body Corporate 184031
Property at 373 Khyber Pass Road, Epsom, Auckland
Annual General Meeting

We advise that the Annual General Meeting of your Body Corporate is to be held at **6:00pm on Wednesday, 26 February 2025** at the office of Strata Title Administration Limited, 1st Floor, Dilworth Building, corner Queen Street and Customs Street East, Auckland and via MS Teams video conference facility.

Should you need to attend remotely, please use the link in the cover email to join. This is an MS Teams link to access the meeting.

Please find enclosed:

- the Agenda and supporting documentation for the meeting;
- a postal voting form for you to complete if you are unable to attend the meeting, and wish your vote to be counted without appointing a proxy; and
- a proxy form for you to complete if you wish to appoint someone to represent you.

Please bring the agenda and the attachments with you to the Annual General Meeting.

I look forward to seeing you at the meeting.

Yours sincerely,

Brandon Zaragoza
Body Corporate Manager

BODY CORPORATE NO 184031 (BODY CORPORATE)

Property at 373 Khyber Pass Road, Epsom, Auckland

NOTICE IS HEREBY GIVEN that the **ANNUAL GENERAL MEETING** (AGM) of the Body Corporate will be held at the office of Strata Title Administration Limited, 1st Floor, Dilworth Building, cnr Queen Street and Customs Street East, Auckland and via MS Teams video conference facility on **Wednesday, 26 February 2025 commencing at 6:00pm**.

A link to register to attend the meeting online via MS Teams has also been emailed to all owners.

AGENDA:

1 APPOINTMENT OF CHAIRPERSON OF THE MEETING

To consider resolving: That the Body Corporate elects Mr Brandon Zaragoza, a representative of Strata Title Administration Ltd (Strata) to chair the meeting.

2 APOLOGIES, PROXIES, POSTAL AND PRE-MEETING ELECTRONIC VOTES

To consider resolving: That the apologies, proxies, postal votes and pre-meeting electronic votes be accepted and the meeting declared quorate.

3 FINANCIAL STATEMENTS

Discussion of the attached financial report.
To consider resolving: That the Body Corporate approves the financial report for the period **1 January 2024 to 31 December 2024.**

4 REPORT FROM THE COMMITTEE

In accordance with Unit Titles Regulations 28(1) and 28(3) to receive a report from the Committee *(attached)*.

To consider resolving: That the Committee's report is adopted.

5 CHAIRPERSON OF THE BODY CORPORATE

A nomination has been received for Ms Joan Linn to be appointed as Chairperson of the Body Corporate and Chairperson of the Committee.

To consider resolving: That the Body Corporate appoints Ms Joan Linn as the Chairperson of the Body Corporate and Committee.

6 COMMITTEE

(i) Nominations have been received for Ms Joan Linn, Ms Rebecca Brandon, Ms Victoria Smith, Mr Dan Zhu and Mr Peter Buchanan to be candidates for election as a committee members.

To consider resolving: That the Body Corporate elects a committee of five (5) members, which shall have a quorum of three (3) members, comprising:

Ms Joan Linn
Ms Rebecca Brandon
Ms Victoria Smith
Mr Dan Zhu
Mr Peter Buchanan

(ii) Conflict of interest register: In accordance with Unit Title Regulation 6(5)(ca) to receive a copy of the body corporate committee interests register (attached).
To consider resolving: That the Interests Register is received.

7 DELEGATION OF DUTIES

To consider resolving by special resolution: That pursuant to Section 108(1) of the Unit Titles Act (the Act) until the end of the next annual general meeting of the Body Corporate all of its powers and duties are delegated to the Committee, save those powers reserved to the Body Corporate under Section 108(2); and that this resolution is evidence of the Committee's authority to perform the powers and duties so delegated to it; and serves as notice of delegation; that the Chairperson's duties set out in Regulation 11 are delegated to the Committee; and that the Committee will report to the Body Corporate on an annual basis regarding its performance of these powers and duties.

8 OFFICE BEARERS LIABILITY (OBL) INSURANCE

To acknowledge the liability on owners elected to the positions of chairperson and members of a committee, and also the Body Corporate as an entity. Please see the attached OBL renewal quotations.

To consider resolving: That the Body Corporate accepts the quote from **Chubb** for **$724.50** incl GST for OBL cover of **$1 million**, to cover both indemnity and defence costs, for the period **1 March 2025 to 1 March 2026**.

9 BODY CORPORATE REINSTATEMENT INSURANCE

Discussion of the Body Corporate's reinstatement insurance and valuation requirements and the attached competitive quotations.

To consider resolving: That the Body Corporate insures with **NZI** for principal cover at the quoted premium of **$23,500.00 incl GST** OR **AIG** for principal cover at the quoted premium of **$22,169.00 incl GST** for the period **1 March 2025 to 1 March 2026** and that Strata is to arrange the annual reinstatement valuation and pay the cost as per the budget.

Please note that the quote from NZI includes Public Liability cover of $1 million.

10 INSURANCE EXCESS

To consider resolving: That the owner, and not the Body Corporate, is to pay any excess in the event of a claim except where a claim relates to common property in which case the Body Corporate is to pay the excess, notwithstanding that if the damage being claimed for is attributable to the actions, or inaction, of an owner(s) or their resident(s) then the owner(s) of the unit is to pay the excess.

11 BODY CORPORATE RULES

(i) To consider resolving: The that Body Corporate ratifies its earlier decision to amend the Body Corporate Rules in the EGM held on 10 July 2021.

(ii) To consider resolving: That the Body Corporate resolves by ordinary resolution that in accordance with section 106 of the Unit Titles Act 2010 the following operational rule shall be adopted by the Body Corporate to replace the existing rule 10. and be lodged with Land Information New Zealand for registration on the Supplementary Record Sheet:

Prior to the start of any renovation, permission in writing from the body corporate is required. The owner is required to submit an Asbestos Management Plan (AMP) concurrently with the proposal to the committee. The asbestos management plan must be reviewed and approved by the Committee prior to any proposal being approved. Once approved, guidelines for the renovation must be followed. Failure to comply may require re-establishment of the original and any related costs being on charged to the owner. Early discussions with the body corporate for guidance are strongly advised.

12 PERGOLAS

Discussion of the pergolas located on the front of the property, including consideration of the quotes from Access, Gerrard Enterprise Ltd and Sann Group circulated prior to the meeting.

(i) To consider resolving:

EITHER:

(a) That the Body Corporate shall undertake repairs to the pergolas in the 2025-2026 financial year, and that the Committee is to take all steps, including the signing of documentation, to provide for the repairs to be undertaken by the company preferred by most Owners during discussion of the quotes, as circulated with the meeting agenda, prior to the meeting.

OR:

(b) That the Body Corporate shall undertake replacement of the pergolas in the 2025-2026 financial year, and that the Committee is to take all steps, including the signing of documentation, to provide for the replacement works to be undertaken by the company preferred by most Owners during discussion of the quotes, as circulated with the meeting agenda, prior to the meeting.

13 **COMMON MAINTENANCE MATTERS**

To consider resolving: That the Body Corporate's Chairperson and Committee are to agree, approve and arrange the maintenance required over the forthcoming year.

14 **LONG TERM MAINTENANCE PLAN (LTMP)**

To discuss the Body Corporate's obligation to have a LTMP and review it at least every three years.

The Body Corporate has a LTMP drafted by Solutions In Engineering which is reviewed by the Committee each year to plan annual maintenance and set the proposed contingency fund budget (see budget and levy item of the agenda) to fund the LTMP.

To consider resolving:

(i) That the Committee is to continue to review the Body Corporate's LTMP drafted by Solutions In Engineering on an annual basis and arrange for any changes arising as a result of the review process to be incorporated into the LTMP.

(ii) That the Body Corporate's Committee is to continue to arrange the required maintenance set out in the plan as and when required.

15 **LONG TERM MAINTENANCE FUND (LTMF)**

Explanation of Section 117 of the Act pertaining to a LTMF.

To consider resolving by special resolution: That the Body Corporate does not maintain a LTMF but utilises a Contingency Fund to finance its LTMP.

16 **HEALTH & SAFETY AT WORK ACT 2015**

The Health & Safety at Work Act 2015 (HSWA) came in to force in April 2016. The HSWA introduces the concept of a Person Conducting a Business or Undertaking (PCBU) as the principal duty holder. A legal opinion from Price Baker Berridge is that as the Body Corporate will carry out work from time to time which work is considered to be an "undertaking" it is therefore a PCBU.

The Body Corporate has a health & safety report and hazard register for the complex which the Committee review and update to ensure any hazards noted are removed, minimised or highlighted and any new hazards are noted. Owners are encouraged to ensure they have reviewed the Hazard Register and advise any other relevant parties, including tenants of these hazards where necessary.

The Body Corporate also resolved procedures in relation to the induction of contractors to site and asbestos at its 2020 AGM.

To consider resolving: That the Body Corporate instructs the Committee to continue to update the hazard register for the complex and to attend to any hazards as may be required to either remove, minimise or highlight them to ensure a safe environment for all residents, owners and visitors.

17 **BUDGET AND LEVIES**

To review the proposed budget *(attached)* for the Body Corporate for the forthcoming financial year.

To consider resolving:

(i) That the Body Corporate adopts an **operating account budget** of **$71,247.39 excl GST** and a **contingency fund budget** of **$23,063.04 excl GST** for the period **1 January 2025 to 31 December 2025** and sets the levy due date as **1 May 2025.**

(ii) That Strata is authorised to pay standard/regular accounts on behalf of the Body Corporate as they fall due, which accounts relate to the day to day operation of the Body Corporate in accordance with the approved budget, but that any non-standard accounts are to be approved by the Chairperson and Committee.

18 **DEBT RECOVERY REGIME**

To consider resolving: That the Body Corporate reaffirms its previous comprehensive debt collection regime resolution that seeks to recover from owners who do not pay their levies on time, the full costs associated with all aspects of collecting those levies which term includes all other sums due from the owners to the Body Corporate (please see minutes of previous AGM's detailing the Debt Collection Regime which are on the Body Corporate's 'Owner Portal' at www.bodycorporate.co.nz).

19 **TAX AGENT**

To consider resolving: That the Body Corporate authorises Strata to appoint a tax agent on their behalf which shall have access to the Body Corporate's tax types and be able to liaise with the Inland Revenue Department and obtain information from the Inland Revenue Department on the Body Corporate's behalf.

20 AUDIT OF THE BODY CORPORATE'S FINANCIAL STATEMENTS

Explanation of section 132(8) of the Act.

To consider resolving by special resolution: That all transactions of the Body Corporate are to be made through the Strata Trust Account, which is subject to a two monthly transactional audit by Forbes, Chartered Accountants, and that any interest earned on Body Corporate funds be retained by Strata to offset the Trust Account operating and audit costs, on the proviso that any monies other than those in the working/operational account, may at the direction of the Committee be held in a separate deposit (saver/fixed term deposit) account with interest accruing for the benefit of the Body Corporate, less handling and administration fees; and that in terms of Section 132(8) of the Unit Titles Act 2010, the Body Corporate does not appoint an auditor for the financial statements for the most recently completed financial year.

21 COMMUNICATION

To consider resolving: That if Strata has an email address on file for an owner, all correspondence will be sent by email only and not by post, notwithstanding that if Strata is notified in writing by an owner that correspondence is to be sent to them by post that this request will be actioned and no information will be sent to that owner by email.

22 MINUTES TO BE A RECORD OF THE BUSINESS OF THE ANNUAL GENERAL MEETING

To consider resolving: That if within thirty days of distribution of the minutes Strata does not receive any written request from a person who attended the meeting to amend any part of the minutes, that the minutes are adopted as a true and accurate record of the Annual General Meeting.

23 GENERAL BUSINESS

Please note that no "new" items of business may be tabled for voting on at the AGM that are not already set out on the AGM agenda. Comments may however be tabled for notation in the minutes of the AGM.

The following items of general business were brought forward for discussion at the request of the Committee:

Flat 14 Tree
discussion of the tree in common property garden outside Flat 14.

(i) To consider resolving: The Body Corporate agrees to remove the tree outside Flat 14.

Items entered by Unit 21 (attached):

(ii) Roof:

(iii) Body Corporate Rules

(iv) Vegetation

(v) Pergola

(vi) History of Khyber Pass Road

Items entered by Unit 4:

(vii) Residents at City Towers, 2 Maungawhau Road are dumping their garden waste on our property regularly again. They have also been over spraying a quite large section of our garden up there. Green vegetation gone, just a dead wasteland area now. We struck up a previously very good relationship with Peter (gardener) and Naomi (office lady) there and our body corporate spent both time and money getting rid of all the garden waste dumped in about 2022 or 2023. Those staff have left now. Met new gardener a month ago who promised to follow up but confirmed on 1 February he has not. Would like to see some waratah stakes up there and a length 1.8 metre high hurricane netting to keep the neighbours out. Anticipated cost $2500. A No Trespassing sign too perhaps.

(viii) Proposal that a Council Code of Compliance Certificate be obtained in regard to the installation of all new windows. Owners are taking the requirements explained to them by the committee as personal and over the top obstacles when submitting their proposals to the committee. A CCC (council code of compliance) would be an independent explanation to any owner and keep the committee out of this discussion and also protect the committee from any oversight in their assessment. e.g. type of glass; nature of installation as in double glazing or just new windows and the weight of the new proposed windows detailed by the contractor in the written proposal.

(ix) Suggestion that we name our property The Secret Garden and have this name on the end wall of Building A where the street address is, in small writing.

24 AGM CLOSURE

NOTES:

(a) Quorum: For a valid meeting 25% of unit owners must be present either by postal votes or in person or by proxy. If a quorum is not reached the meeting must be adjourned until the same day 1 week later and the reconvened meeting must be held at the same time and place. The number of unit owners at the adjourned meeting are deemed to be a quorum.

(b) Voting at the Meeting: You cannot vote at the meeting unless all levies and any other money due from the owner has been paid to the Body Corporate.

(c) Resolutions: For voting purposes an ordinary resolution is passed if a majority of eligible voters who vote on the resolution vote in favour of the resolution. A special resolution is passed if 75% of eligible voters who vote on the resolution vote in favour of the resolution.

(d) Payment of levies: A levy notice will be distributed with the minutes of this AGM. Levies can be paid electronically by:

- **Internet Banking** - Banking details will be shown on the levy notice.
- **Eftpos** - Eftpos facilities are available at Strata's office.
- **Credit Card** - Credit card payments can be made by phone or at the offices of Strata. Please note that any payment by credit card attracts a 4% merchant fee. **Visa/Mastercard only.**

(e) Strata Owner Portal Access:

Owners have 24 hour access to their body corporate information via Strata's website. To access this service visit www.stratatitle.co.nz and click on the Owner Portal button to log in. If owners require their personal login details would they please email bc@stratatitle.co.nz and we will issue/reissue the necessary access login.

Information which can be accessed via the owner portal is:

- Personal address details (which can be changed on owner's instructions);
- Personal levy account history; and
- **Copies of many body corporate documents including: recent AGM notices, agendas, minutes, insurance certificate and your Body Corporate's rules.**

(f) Code of Conduct for body corporate committee members: The members of a body corporate committee must comply with the code of conduct for committee members as prescribed in the regulations below:

- A member must have a commitment to acquiring an understanding of anything in the Unit Titles Act, including the code of conduct, that is relevant to the member's role on the committee.
- A member must act honestly and fairly in performing the member's duties as a committee member.
- A member must not unfairly or unreasonably disclose information held by the body corporate, including information about an owner of a unit, unless authorized to do so by law.
- A member must act in the best interests of the body corporate in performing the members duties as a committee member, unless it is unlawful to do so.
- A member must comply with the Act, these regulations, including this code, and any other applicable legislation relating to matters for which the committee has responsibility in performing the members duties as a committee member.
- A committee member who is eligible to vote must disclose to the committee any conflict of interest the member may have in a matter before the committee.

FOR FURTHER INFORMATION ON THE:
UNIT TITLES ACT 2010: please go to the link

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

UNIT TITLES REGULATIONS 2011: please go to the link

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

BODY CORPORATE 184031

PROPERTY AT 373 KHYBER PASS ROAD, EPSOM, AUCKLAND

SPECIAL PURPOSE FINANCIAL REPORTS

FOR THE FINANCIAL YEAR 01 JANUARY 2024 TO 31 DECEMBER 2024

INDEX

Strata Title Administration Ltd
Dated: 14 January 2025

Strata Title Administration Ltd
bc@stratatitle.co.nz
www.bodycorporate.co.nz

Statement of Financial Position
As at 31/12/2024

Auckland Phone (09) 307 3721
PO BOX 3187, Auckland 1140
Wellington Phone (04) 974 1011
PO Box 384, Wellington 6140
Christchurch Phone (03) 925 8749
Unit 5, 71 Gloucester Street,
Christchurch 8013

Body corporate 184031 — 373 Khyber Pass Road, Epsom Auckland 1023

	Current period
Owners' funds	
Operating Account	
Operating Surplus/Deficit--Operating	(8,391.46)
Owners Equity--Operating	25,337.90
	16,946.44
Contingency Fund	
1 Operating Surplus/Deficit--Contingency	(4,359.05)
1 Owners Equity--Contingency	59,262.77
	54,903.72
Net owners' funds	**$71,850.16**
Represented by:	
Assets	
Operating Account	
Cash at Bank--Operating Account	14,072.21
Receivable--Owners--Operating	2,702.36
	16,774.57
Contingency Fund	
1 Cash at Bank--Contingency	34,691.55
1 Receivable--Levies (Special)--Contingency	126.50
1 Investments--TD--Contingency	18,313.74
	53,131.79
Unallocated Money	
Cash at Bank--Unallocated	1,350.00
	1,350.00
Total assets	71,256.36
Less liabilities	
Operating Account	
Creditor--GST--Operating	(229.37)
Payables--Others--Operating	57.50
	(171.87)
Contingency Fund	
1 Creditor--GST--Contingency	(1,771.93)
	(1,771.93)
Unallocated Money	
Prepaid Levies	1,350.00
	1,350.00
Total liabilities	(593.80)
Net assets	**$71,850.16**

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Statement of Financial Performance for the financial year to 31/12/2024

Auckland Phone (09) 307 3721
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Body corporate 184031 — 373 Khyber Pass Road, Epsom Auckland 1023

Operating Account

	Current period 01/01/2024-31/12/2024	Annual budget 01/01/2024-31/12/2024
Revenue		
Income Tax Refund - IRD	166.03	0.00
Levies Due--Operating	57,700.75	57,700.70
Total revenue	57,866.78	57,700.70
Less expenses		
Admin--Legal/Professional Fees	434.78	0.00
Admin--Management Fees--Standard	6,000.00	6,000.00
Admin--Prof. Fee--IRD Returns (GST/ICT)	1,500.00	1,150.00
Insurance--Office Bearers Liability	620.00	620.00
Insurance--Premiums	17,430.70	17,430.70
Insurance--Valuation	0.00	650.00
Maint Bldg--Building Wash	2,763.50	5,000.00
Maint Bldg--General Maintenance & Disbursements	6,186.09	7,200.00
Maint Bldg--Health & Safety (Inspection/Report/Expenses)	9,869.70	10,000.00
Maint Grounds--Gardens & Plants	6,125.00	6,000.00
Utility--Electricity (Common Area)	1,073.50	950.00
Utility--Rubbish & Waste Removal	5,643.06	5,500.00
Utility--Water & Wastewater	8,611.91	7,200.00
Total expenses	66,258.24	67,700.70
Surplus/Deficit	(8,391.46)	(10,000.00)
Opening balance	25,337.90	25,337.90
Closing balance	**$16,946.44**	**$15,337.90**

Contingency Fund

	Current period 01/01/2024-31/12/2024	Annual budget 01/01/2024-31/12/2024
Revenue		
1 Levies Due--(Special)--Contingency	34,431.33	0.00
1 Levies Due--Contingency Fund	25,000.00	25,000.00
1 Net Intt. on Investments--Cont.	727.43	0.00
Total revenue	60,158.76	25,000.00
Less expenses		
1 Contingency--Bank/Admin. Fee	36.37	0.00
1 Contingency--Other Expenses	64,481.44	0.00
Total expenses	64,517.81	0.00
Surplus/Deficit	(4,359.05)	25,000.00
Opening balance	59,262.77	59,262.77
Closing balance	**$54,903.72**	**$84,262.77**

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Levy Positions - In Arrears
for the financial year to 31/12/2024

Auckland Phone (09) 307 3721
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Body corporate 184031 | 373 Khyber Pass Road, Epsom Auckland 1023

Contingency Fund

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
1	A	14/10/2024	1,316.75	1,316.75	0.00	0.00	1,813.49	1,686.99	126.50	0.00	0.00	0.00	408.29
			1,316.75	1,316.75	0.00	0.00	1,813.49	1,686.99	126.50	0.00	0.00	0.00	408.29
		Due Excl. GST	1,145.00				1,576.95						

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Outstanding Owners Report
As at 31/12/2024

Due	Lot	Unit	Owner	Description	Account name	Invoice amount	Unpaid
Body Corporate 184031				**373 Khyber Pass Road, Epsom Auckland 1023**			
14/06/24	1	A	Ms JV Watt	Unit A: To on-charge Inv62117 dt 14/6/24 Strata Title Administration, BCM's Time for issuing breach of rules notice.	Admin--Unbudgeted Item	201.25	201.25
17/09/24	1	A	Ms JV Watt	Lot 1: To on-charge InvPBB27985 dt 13/8/24 Price Baker Berridge, Breach of Operation Rules (Plus Strata Admin fee $28.75 incl GST).	Admin--Unbudgeted Item	1,575.36	1,575.36
2/10/24	1	A	Ms JV Watt	Unit 1: To on-charge InvPBB27985 dt 18/9/24 Price Baker Berridge, Breach of Operational Rules (Plus Strata Admin fee $28.75 incl GST).	Admin--Unbudgeted Item	925.75	925.75
							2,702.36

BODY CORPORATE 184031
PROPERTY AT 373 KHYBER PASS ROAD, EPSOM, AUCKLAND

NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS
FOR THE FINANCIAL YEAR 01 JANUARY 2024 TO 31 DECEMBER 2024

1. STATEMENT OF ACCOUNTING POLICIES

a) **Reporting Entity**
These Special Purpose Financial Statements of ***BODY CORPORATE 184031,*** property at ***373 KHYBER PASS ROAD, EPSOM, AUCKLAND*** under s132 of the Unit Titles Act 2010, are prepared for the purpose of reporting to the Body Corporate members on the receipts and payments of the Body Corporate for the period. Under the Unit Titles Act 2010 the Body Corporate must present Financial Statements each year.

b) **Measurement Base**
The accounting principles recognised as appropriate for the measurement and reporting of earnings and financial position on a historical cost basis have been used, except for certain items for which specific accounting policies have been identified.

The financials statements of the Body Corporate are prepared on a going concern basis.

c) **Specific Accounting Policies Base:**
The Financial Statements are prepared on a cash basis. The amount shown as Levies Due represents the full amount levied in the period, not the levies paid.

d) **Goods and Services Tax:**
The Body Corporate is ***GST registered,*** and the amounts shown in the Financial Statements are ***exclusive*** of GST where applicable.

e) **Taxation**
Income from Interest and Dividends are taxable in the Bodies Corporate hands. The correct tax is deducted at source or available by way of Imputation Credits. All interest/dividends are recorded net of tax.

f) **Changes in Accounting Policies**
There have been no changes in accounting policies. All policies have been applied on basis consistent with those in previous years.

2. NOTES TO THE ACCOUNTS

a) **Capital Commitments**

The entity has no capital commitments ***as at 31 December 2024.***

b) **Levies & Owners' Invoices contained in the Statement of Financial Position**

The entity has outstanding levies, and outstanding owners' invoices ***as at 31 December 2024.***
(please see attached Levy Positions – In Arrears Report and Outstanding Owners Report).

All outstanding levies, late charges, their fees, and any other charges from the owners are being collected.

c) **Outstanding Accounts contained in the Statement of Financial Position**

The entity has outstanding accounts (Payable--Other--Operating $57.50) in terms of 'On-charge Admin Fees' to be collected and paid to Strata ***as at 31 December 2024***.

d) **Variances in Accounts contained in the Statement of Financial Performance**

- **Admin--Legal/Professional Fees** was an unbudgeted item. It related to the Order of the Tenancy Tribunal of Unit 1112's breach of the rules.

- **Admin--Prof. Fee--IRD Returns (GST/ICT)** exceeded the annual budget as it included the Income Tax Return preparation and filing for the tax year ended 31/03/2023 and 31/03/2024.

- **Utility--Electricity (Common Area)** exceeded the annual budget due to pricing increases. Budget for next financial year will be adjusted accordingly.

- **Utility--Water & Wastewater** exceeded the annual budget as it included an invoice for the previous year being paid in current financial year.

- **1 Contingency--Other Expenses** related to a) new letterbox installation and handrails repair and replacement, b) removal and replacement of the top level, back deck and stairs, and c) structural evaluation- double glazing.

Dear Owners

Introduction.

It has only been a pleasure and quite a lot of hard work actually 😅 to help this past year. There is a lot more going on at the property than you might think and, virtually daily, happy to help.

Work achieved.

The Committee has achieved a great deal of work as in the PICS.ATTACHED at a cost of approximately $29,000.

Letterboxes.

The new letterboxes were also achieved with some people saying they had been waiting for 20 - 25 years for action with these. They were costly we all know and would not have been possible without your support.PICS.ATTACHED. Yes, they are supposed to have this industrial look and with no painting or future maintenance required.The votes for the letterboxes came in as 7 owners in support, 3 querying the price but only 2 voting against and 2 owners submitted an abstention being 11 out of 24 owners participating. The contractors were good to work with and although 'a quote is a quote' and they could have held us to that, when the job took less time than they had allowed for, they knocked $5000.00 off their price and, Strata tell me that they have refunded the correct proportion of that back to each of our levies account now.

On the note of 'a quote is a quote' we did well with that contractor completing the job but to his woeful loss of having underquoted by an estimated $15,000.00 that we did not have to pay for

All contractors were great last year actually, the gutterwash people did extra beyond their quote and, the same again with the contractors who did the building wash - I went out to check over the job on completion to find that they had waterblasted every single concrete pathway on the property too

Project Planned for 2025.

The vision for 2025 now is to either repair or replace and, paint the pergola frames. PICS. ATTACHED. The pergolas are thought repairable by one contractor versus another contractor explaining that you are never going to get a neat and tidy finish that you would with new and, new will last longer and not have to be re-addressed again for a much longer period of time so ultimately be cheaper. Quotes have been obtained and to date the cost, including the painting, is approximately $3,000 plus GST versus $19,000 plus GST. The decision is yours to make. You will be able to vote on this at the AGM or by Postal Vote within the timeframe noted on that form. Although the Committee has the power to do a great deal without owners input where practical, I have worked the timeframe to have the quotes in and this conversation included at the AGM as I think inclusivity better. It is your money after all.

We are also due to receive a quote to replace the timber pergolas with aluminium pergolas instead but it has been delayed. I can tell you now though that the price would be significantly more and I doubt that any of you will want to wait for that quote. We can allow that option to be voted on too.

Other Work Planned.

As in PICS ATTACHED again. I haven't labelled all these pics. Quotes are in already for most of this work. The work is made up of that which the Body Corporate will pay for and just comes out of our bank account and other issues owners are individually responsible for. See explanation below

Apportionment of Costs of Work.

To explain better - If it is part of the two buildings as defined on the building plan at the time of the buildings' original construction, but, with the exclusion of windows, the Body Corporate pays for any repairs or replacement work. If it is something that is in a Common Property area the Body Corporate pays. If it is something that is used by all owners the Body Corporate pays though if some owners use whatever it is more than others, you can vote by formal resolution at a general meeting as to what you think is a fair share for each owner to pay. If however, it is something that is in what is called an Exclusive Use Area e.g. the privately owned courtyard space of a unit, then the cost of any repair or replacement is the responsibility of that unit owner - And, if it might be a fence or partition dividing the Exclusive Use Area between you and your neighbour, the law is that the cost be shared equally with your neighbour

To explain work further - All work is the responsibility of the Body Corporate to address in the first instance that the property, buildings and other structures are maintained to a reasonable level of appearance and soundness at all times. This is the job of the Committee to ensure this happens. The Committee is the success or failure of the management of your property. Period. It is essential to have a good committee. It is essential to have a good chair who is going to propose work be acomplished each year. The work is not the responsibility of Strata which a lot of owners don't understand. Strata are instead contractors just like any other contractor we employ to do a specific job and Strata are very busy doing that job.

Explaining budgeting

In regard to the payment of work, part of your levies are saved every year towards covering the cost of ALL work at the property as it falls due (apart from the maintenance work in your Exclusive Use Area which is your responsibilit) to make it possible to get the work done. Easy. The crunch is that the of amount of savings to be made each year must be 1) in the case of the everyday management of the property your levies need to be set each year based on what these expenses were the year before and this money is saved in what is called the Operational Bank Account and, 2)in the case of all other repairs and large budget items like painting the buildings or installing a new the amount of your levies each year should at a minimum, match the figure set by the independent professional firm who forecast this kind of thing and who write us up a new Long Term Maintenance Plan every 3 years with reviewed prices each time - this part of your levies gets banked into the Contingency Fund Bank account. Easy again.

The terrible and truly fatal mistake to make is to interfere with, or have a year off in your savings plan. Body Corporate Rules and the Unit Titles Act has always guided in this way. As of last year, 2024, the new Unit Titles Act, 2024 is now going to enforce this proper managent and the Body Corporate held legally accountable if they don't.

Other Items in the Agenda for the AGM.

Updating our Rules. A majority of the Committee have elected that we adopt again the formal resolution passed at the June 2021 EGM (but not then carried out) to update our Body Corporate Rules. Owners voted unanimously at that time on each proposed update with one exception which was wanting it to be formally allowed, to hang your washing outside. Due to the delay in time between 2021 and now, 2025 and, we have some new ownees since then too, we legally have to put this before you all again, to vote on again. I think there have been 3 or 4 new suggested additions recently too that will also be detailed in the agenda for you to consider. Those will be deailed in a Supplementary Agenda.

The Long Term Maintenance Plan

The new Regulations require this to be a plan covering a 30 year timeframe now (previously 10 years), still with the suggested 3 yearly review date

Our Long-Term Maintenance Plan is due for review next year, 2026. In being a 30 year Plan,be forewarned, the roof will need to be in that Plan again

Other Matters

A few owners have been heard to comment recently in not considering their unit/ the property a good investment

Two issues here   1) Banks do not currently lend without a very large deposit on any residence of less than 50 sqm in size. The different banks vary slightly in their Rules, some say a minimum of 45sqm and another 40 sqm. However, there have been articles in the news as recently as 2024 that 'banks need to get real about this' so there is hope at least. 2) The current roof in not having a manufacturer's warranty on it due to non compliance of the minimum roof pitch on its installation has also been an opportunity by recent buyers to push for a cheaper price. However again, we will get another new roof one day so there is hope here again

Thank you

I am currently undecided if I will help again this year. I love the work but there are two elements here that are unnecessary and repeatedly make life more difficult than it need be and the chair is a very, very, busy job to do it properly. I think that any of us might just decide to just take an easier route in life. Sometimes enough is enough. I am currently in limbo in my thinking. Whichever way things go I hope that you are all happy with the work achieved this past year and, thank you for the opportunity.

Kind regards

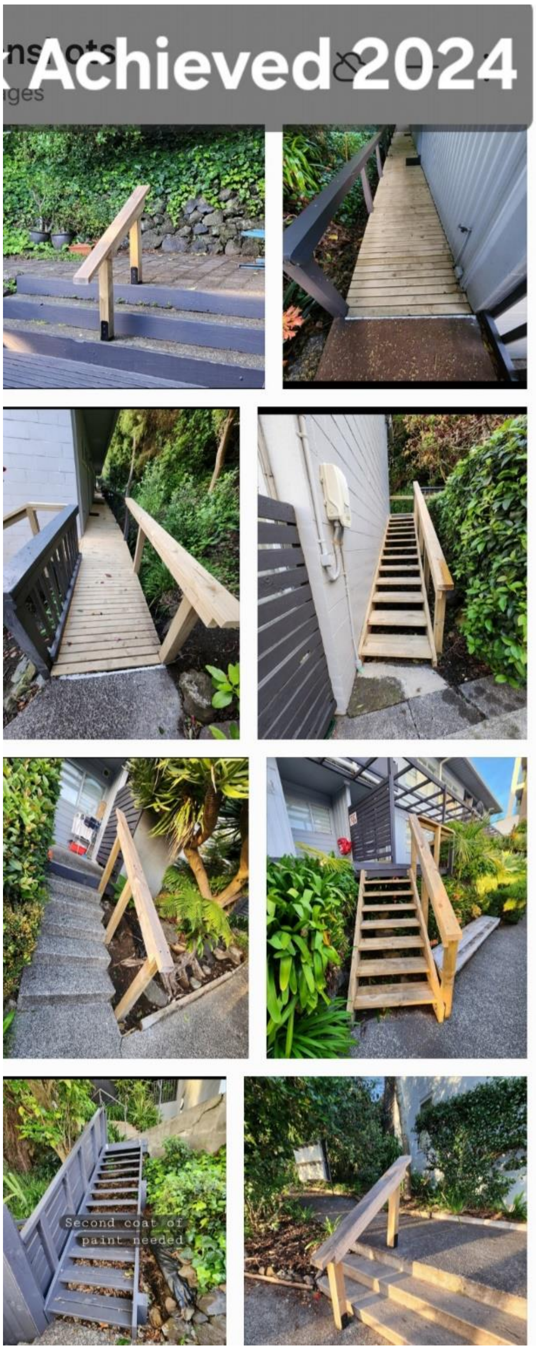
Joan Linn

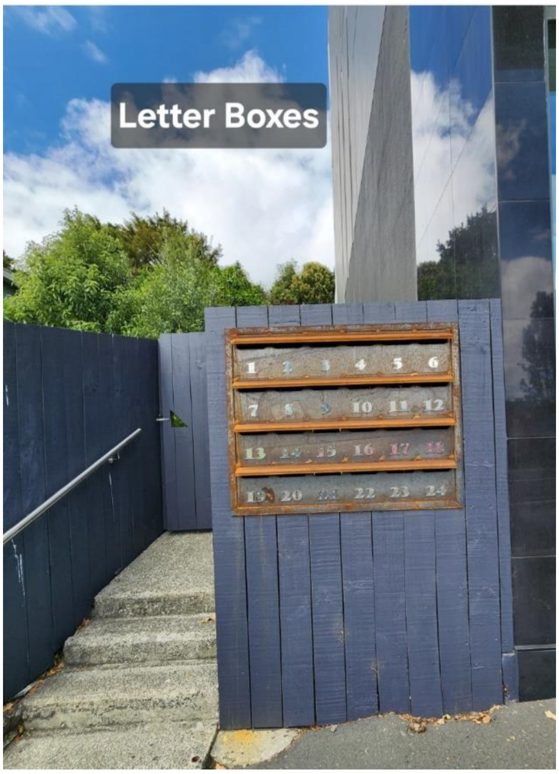
Footnote -

Legal opinion has just been obtained

as to who is legally responsible to pay for any work on the pergolas - the Body Corporate or Invdividual Owners. It was considered in a full and a lengthy letter that I have asked Brandon of Strata to put on the portal

It was thought that as the construction of the pergolas is likely to sit in the airspace above individual unit owners Exclusive Use areas to a majority of their measurement, the cost sit with those units BUT the argument then turned in a different direction to say that, as almost all if in fact not all units, have some kind of use of the pergolas in running various wires and cabling from their units out on and across the pergolas that this is Common Use so the cost of any pegola work to be the responsibility of the Body Corporate then and not any individual owners .


Achieved 2024
Second coat of paint needed


Letter Boxes


Letter Boxes Rear View


Pergolas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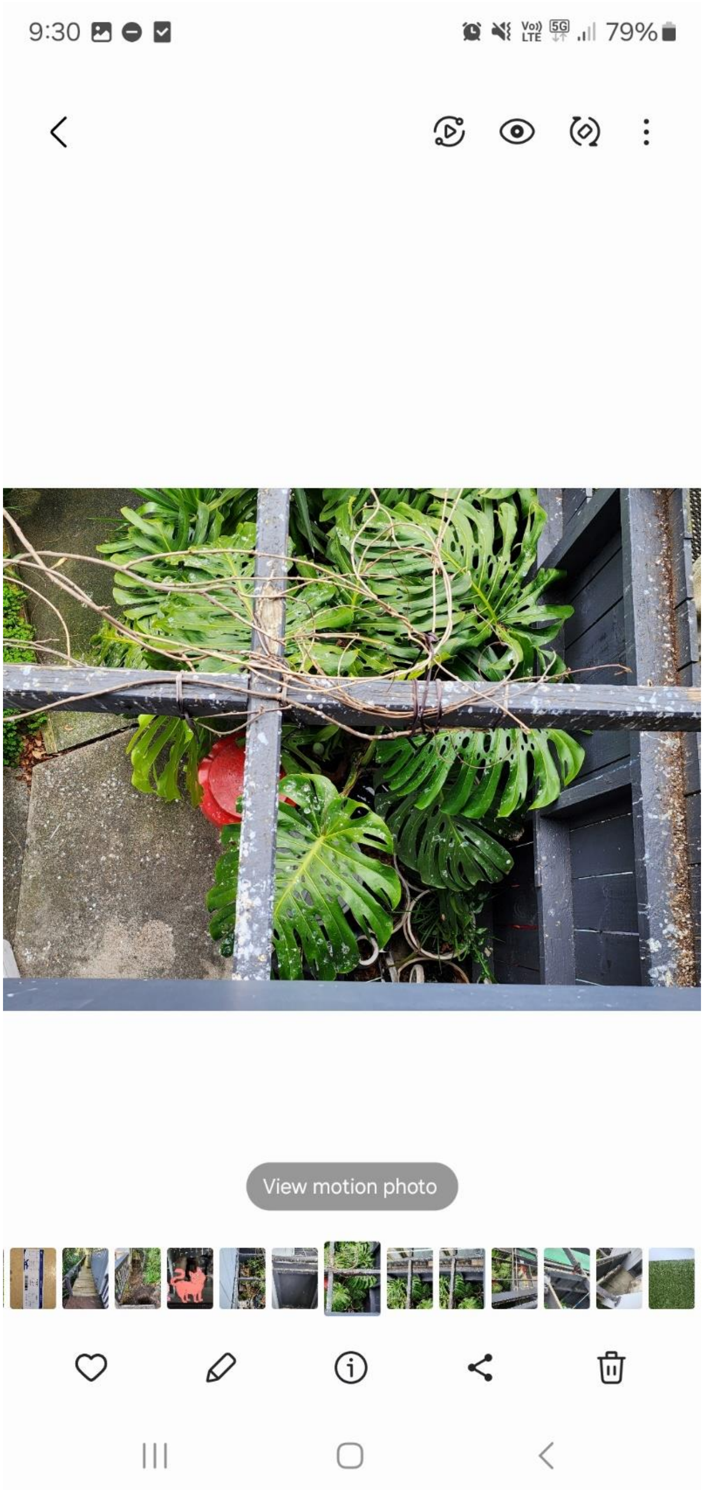
Pergolas


Pergolas


Pergolas


Pergolas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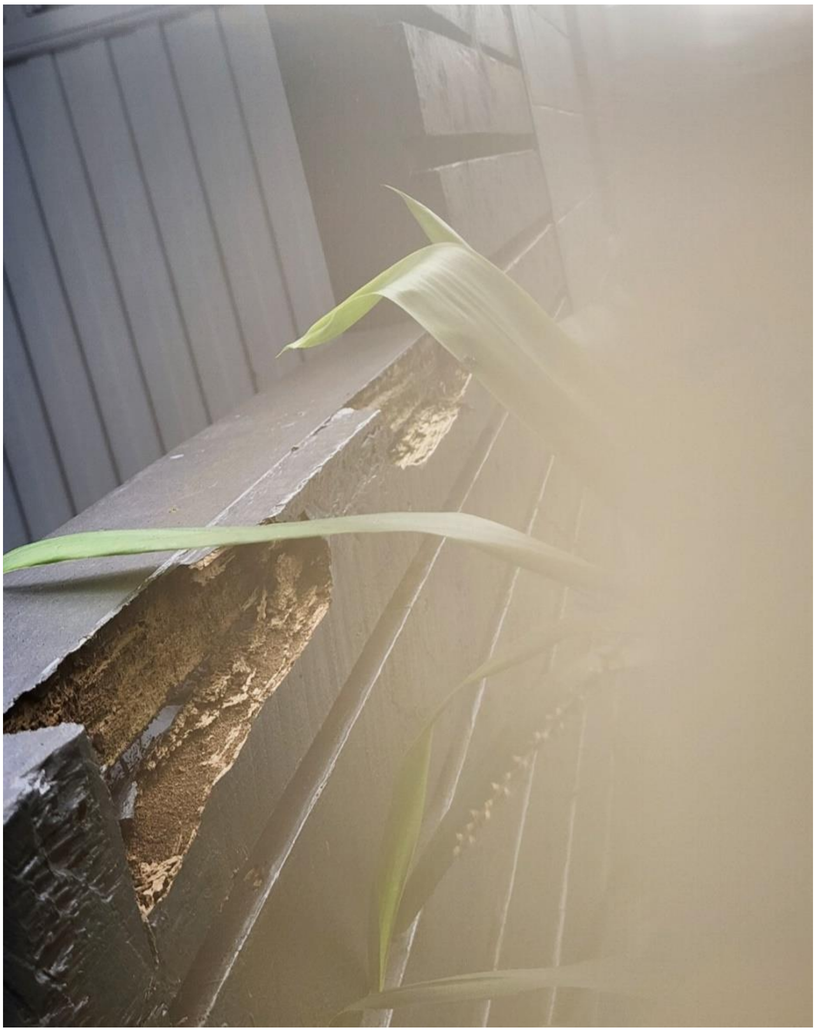


ALARM
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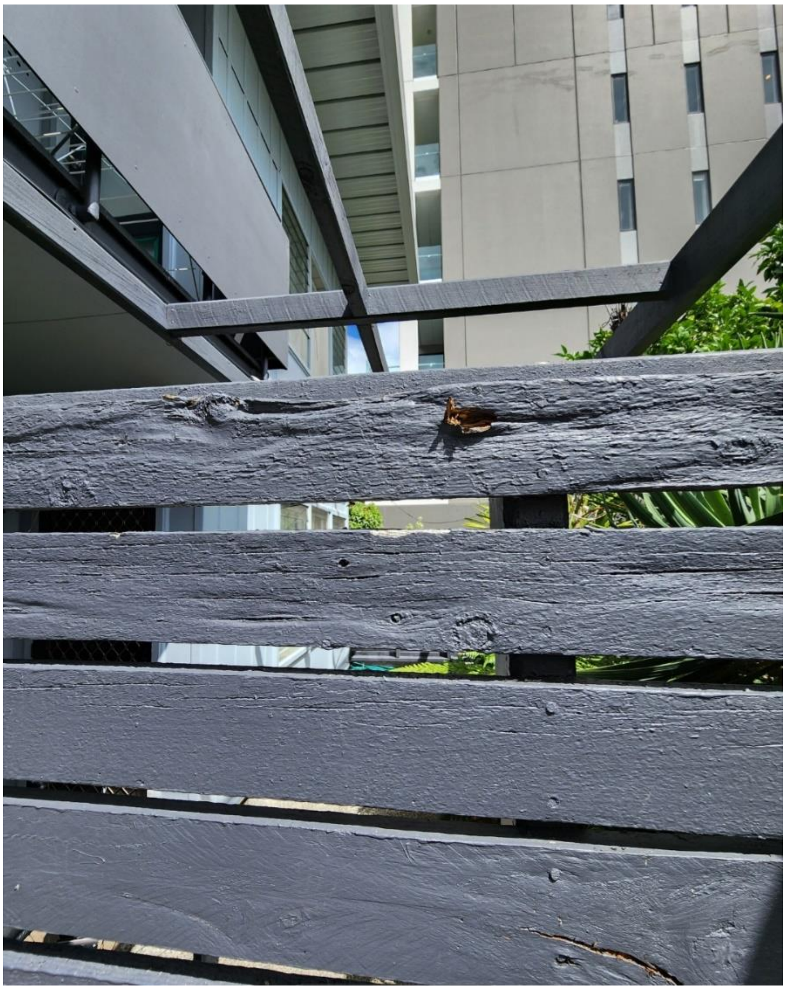


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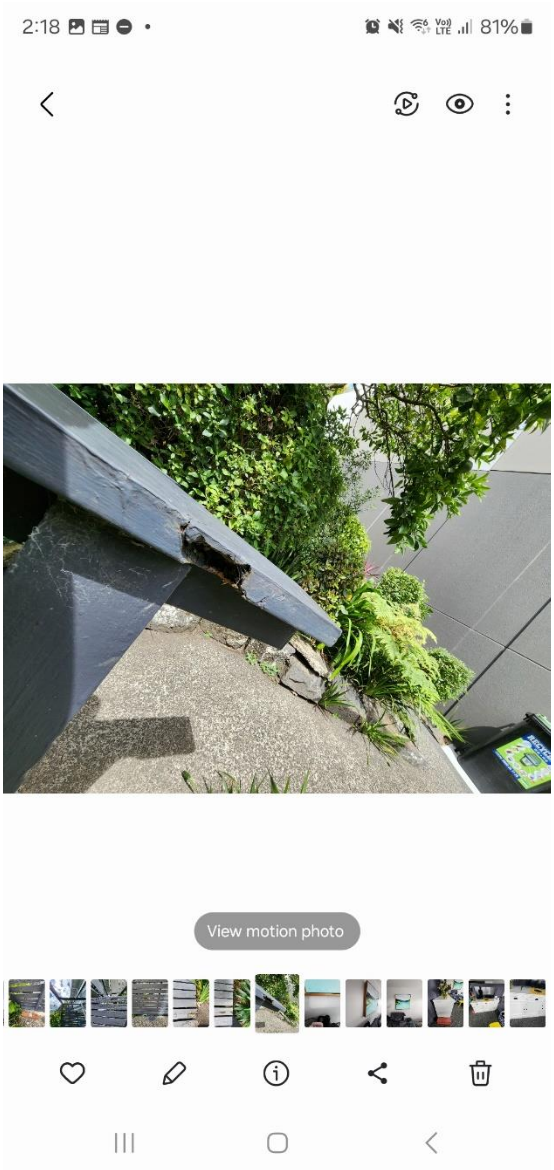
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Strata Title Administration Ltd

bc@stratatitle.co.nz

www.bodycorporate.co.nz

Auckland Phone (09) 307 3721
PO BOX 3187, Auckland 1140

Wellington Phone (04) 974 1011
PO Box 384, Wellington 6140

Christchurch Phone (03) 925 8749
Unit 5, 71 Gloucester Street,
Christchurch 8013

Body Corporate 184031
Property at: 373 Khyber Pass Road, Epsom, Auckland 1023

As per Section 114(C) of the 2010 Unit Titles Acts, the Body Corporate Committee is to keep a register of all disclosed conflicts of interest made by the committee members.

Name	Unit #	Conflict of Interest	Date Lodged
Joan Linn	D	Husband does the gardening for the property	03/02/2025

Definition of a matter of interest:

- May derive a financial benefit from the matter: or
- Is the spouse, civil union partner, de facto partner, child or parent of a person who may derive a financial benefit from the matter; or
- May have a financial interest in a person to whom the matter relates; or
- Is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or
- May be interested in the matter because the body corporate’s operational rule say so.

Level 17, Vero Centre
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howdeninsurance.co.nz

Insurance Quotation for Body Corporate 184031

11 February 2025

Situation of Risk	373 Khyber Pass Road, Newmarket, Auckland
Renewal Period	1 March 2025 to 1 March 2026
Property Description	24 x Residential Units
Replacement Value 2025 – 2026	$6,550,000 + GST Valuation Dated – 18 December 2024
Claims costs paid – excluding GST	2024 - $4,106

The premiums quoted below include the following Compulsory Government Levy charges which are calculated in accordance with the Guidelines provided:

- Fire & Emergency NZ Ltd (previously known as Fire Service Levy)
- Earthquake Commission (EQC)

Total Government Levies including GST for this year is $16,698.69

Insurer Quotes Provided 2025 – 2026	Excess Structure	Quoted Premium
AIG Insurance New Zealand	$500 All Claims, except $1,000 for Burglary & Malicious Damage $2,500 for Theft claims (no evidence of forced entry) $20,000 for Landslip/Subsidence Earthquake – 1% of Material Damage Sum Insured, Minimum $1,000 **Includes our standard limits of:** Loss of Rents of Alternative Accommodation $100,000 per Unit General Liability $10,000,000 Statutory Liability $1,000,000	**Based on $100,000 LOR at 24 months** $22,169.00 Including GST **Based on $120,000 LOR at 36 Months** $22,960.41
VERO Insurance New Zealand Limited	$400 for Owner Occupied Units $500 for Common Area & Liability Claims $650 for Tenanted Units $1,000 for Unoccupied Units & Air BNB/Short Term Accommodation (Malicious Damage cover is excluded whilst let out) $10,000 for Landslip/Subsidence Earthquake – 2.5% of Material Damage Sum Insured, Minimum $2,500 **Includes our standard limits of:** Loss of Rents of Alternative Accommodation $100,000 per Unit General Liability $10,000,000 Statutory Liability $1,000,000	$28,727.70 Including GST
Ando Insurance Group Ltd on behalf of The Hollard Insurance Company Pty Ltd	$500 All Claims, except $1,000 for Burglary & Malicious Damage $2,500 for Theft claims (no evidence of forced entry) $10,000 for Landslip/Subsidence Earthquake – 1% of Material Damage Sum Insured, Minimum $1,000 **ENDORSEMENTS** **ANDO – Unlawful Substances Exclusion** **Includes our standard limits of:** Loss of Rents of Alternative Accommodation $100,000 per Unit General Liability $10,000,000 Statutory Liability $1,000,000	$42,139.57 Including GST

Delta Insurance NZ Ltd	$500 All Claims, except $1,000 for Burglary & Malicious Damage $2,500 for Theft (no evidence of forced entry) $5,000 for Landslip/Subsidence Earthquake – 1% of Material Damage Sum Insured, Minimum $2,500	**Indicative Only** $33,479.03 Including GST

The above quotes provided are ALL SUBJECT TO:

- No New Claims prior to Renewal
- No Housing New Zealand, Kainga Ora, Emergency or Transitional Housing – unless noted in the Property Description (page 1) or specifically noted under the Insurer Quotes above
- Please Remember to advise us of any long-term Air BnB/Short Term Accommodation usage
- The presence of any of the above could change the premium/levy calculation and/or excess structure

FENZ Levy Increase effective 1 July 2024

The rate has increased from 0.106% to 0.1195% + GST.

For residential house risks, the levy increased from $109.00 to $119.50 + GST per house/unit/apartment.

Market Notes

Coming off the Auckland Floods and Cyclone Gabrielle, all insurers across all risks are increasing premiums/rates regardless of whether the clients have claimed or not.

Standard increases are starting at 20% through to 40% for those that have had claims costs in the last 12 months.

In additional to increases, all insurers are taking a much more conservative approach to underwriting risks and we are seeing over and over again them declining more risks and being way more cautious in their approach.

Office Bearers Liability

This Policy covers the Chairperson, Committee Members and Bodies Corporate/Entity for their legal liability and associated defence costs for Wrongful Acts (as defined within the policy) arising from their Bodies Corporate duties.

Definition of wrongful act

Any actual or alleged act, error, omission, breach of duty, breach of trust, breach of authority, misstatement or misleading statement by the Insured Person(s) while acting in their capacity as Insured Person(s) performing the Activities.

Chubb Insurance New Zealand Limited	Limit of Indemnity	Quoted Premium Including GST
CHUBB	$1,000,000 Any one Claim and in the aggregate	$724.50
	$2,000,000 Any one Claim and in the aggregate	$1,075.25
	$5,000,000 Any one Claim and in the aggregate	$2,340.25
Standard and Poor's AA- Rating (Very Strong) Please see full details below	Excess $1,000 All Claims	
	Subject to receipt of a fully completed Office Bearers Liability Declaration prior to renewal date.	
Extensions	• Unlimited Retroactive Date • Bodies Corporate/Entity Liability to the Limit of Indemnity • One Automatic Reinstatement of Limit of Indemnity • Liability of an Insured Persons Spouse • Liability of an Insured Person's Estate, Heir or Legal Representative • Advancement of Defence Costs • Investigations, Inquiries, Prosecutions (Criminal or Otherwise) • Continuous Cover • Discovery Period • Loss of Documents • Libel & Slander • Intellectual Property – Unintentional breaches • Work Health and Safety Defence Costs – Limit to $250,000 • Costs In Addition with respect to a Section 9 Charge – Limited to 10%	

Significant Exclusions	• Fraud or Dishonesty & Personal Profits • Retroactive Date • Prior Matters • Insured versus Insured • Pollution • Asbestos • Bodily Injury • Property Damage • Contractual Undertaking	• Consequential Losses • Employment Contract Liability • Professional Services • Controlling Interest • Territorial Scope • Medical • Legal • Terrorism • Insolvency • Outside Directorship • Reciprocal Enforcement of Judgments
Amendments	• Communicable Disease Exclusion – Failure to Follow Protocols • Automatic Reinstatement • Contractual Undertaking Exclusion – only applies to the Insured Entity • Cladding Exclusion – Non Compliant Building Materials and Processes • Failure to Maintain Exclusion does not apply if the property has been insured for its full insurable value for the last twelve months	

Insurer Financial Strength Ratings

AIG New Zealand Limited	A	Standard & Poor’s
Delta Insurance NZ Limited	AA-	Standard & Poor’s
Ando Insurance Group	A-	AM Best
Chubb Insurance New Zealand	AA-	Standard & Poor’s
NZI, a business division of IAG New Zealand Limited	AA-	Standard & Poor’s
QBE Insurance (Australia) Limited (NZ Branch)	A+	Standard & Poor’s
Vero Insurance New Zealand Limited	A+	Standard & Poor’s
Dual New Zealand	AA-	Standard & Poor’s
Zurich New Zealand	A+	Standard & Poor’s
360 Commercial Limited	A	Standard & Poor’s
Insurance Underwriter New Zealand	AA-	Standard & Poor’s

The following is an explanation of the Rating:

Standard & Poor’s

AAA	Extremely Strong
AA	Very Strong
A	Strong
BBB	Good
BB	Marginal
B	Weak
CCC	Very Weak
CC	Extremely Weak
SD	Selective Default
D	Default
R	Regulatory Supervision
NR	Not Rated

The ratings from “AA” to “CCC” may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The rating scale above is in summary form.

A full description of this rating scale can be obtained from www.standardandpoors.com.

AM Best

A++, A+	Superior
A, A-	Excellent
B++, B+	Fair
C++, C+	Marginal
C, C-	Weak
D	Poor
E	Under Regulatory Supervision
F	In Liquidation
S	Suspended

Ratings from “A” to “C” also may be enhanced with a “++” (double plus), “+” (plus) or “- “(minus) to indicate whether credit quality is near the top or bottom of the category.

Outlook	**Definition**
Positive	Indicates possible rating upgrade due to favourable financial/market trends relative to the current rating level.
Negative	Indicates possible rating downgrade due to unfavourable financial/market trends relative to the current rating level.
Stable	Indicates low likelihood of a rating change due to stable financial/market trends.

Bodies Corporate - Claim Procedures

Please complete the claim form and return (see contact details below) along with any supporting documentation including photos and quotes to repair/replace, plus any other reports where applicable.

It is in your best interests to return the completed claim form as soon as possible so the claim and be lodged and claim number allocated and then the other documentation can follow if required.

Once received we will forward to the Insurer for their consideration and let you know if an Assessor is required. An Assessor is appointed based on the type and extent of damage and depends on what the excess level will be for the type of claim being lodged.

Please note:

- For us to provide a claim number, we require the fully completed claim form to be returned so we can lodge with your Insurer who will issue the claim number, and
- Your excess applies to every claim and if recovery is an option, it will only be reimbursed after recovery is successful.

Water leaks

If your claim involves leaking plumbing/roof, you need to arrange for a Plumber/Builder straight away to locate and fix the leak to stop additional damage from occurring. Knowing the cause of the leak is essential for the Insurer's to determine if the resultant damages are covered or not.

Please provide the Plumbers invoice so the cause can be confirmed.

If you have wet carpet, ceilings/gib board etc, in the first instance please arrange for someone to come and remove the water and start the drying process. The likes of Chem-Dry or Jaes are recommended. Until the drying process is complete, the full extent of the damages will not be known.

Glass breakages

If your claim involves glass breakage and it causes a security issue, please ensure photos are taken to support your claim and arrange for replacement as soon as possible.

Please return the claim form, along with photos and invoice.

Malicious damage, break ins/burglary and theft

Please ensure these situations are reported the Police as soon as possible and that the Police File Number or Acknowledgement Slip is included when the claim form and other supporting documentation is returned.

Your Howden Service Team

Please ensure your Bodies Corporate Number is in the subject line of your email

Rebecca Redford
Senior Associate

M +64 (21) 733 586
E rebecca.redford@howdengroup.com

Broker disclosure statement

Lisa Russell
Associate - Support

M 09 358 7236
E lisa.russell@howdengroup.com

Broker disclosure statement

Neha Manhas
Associate - Claims

M 09 802 4094
E neha.manhas@howdengroup.com

Broker disclosure statement

T +64 9 200 3530
E broking.nz@howdengroup.com

www.howdeninsurance.co.nz

Financial Advisor Disclosure Statement

Level 17, Vero Centre
48 Shortland Street, Auckland 1010
howdeninsurance.co.nz

Who am I?

Name of Financial Adviser	Rebecca Redford	FSP Number 85181
Financial Service Provider	Wallace McLean Limited	FSP Number 39628
Telephone Number	+64 9 358 1407	
Mobile	+64 21 733 586	
Address	Level 17, 48 Shortland Street, Auckland	
Email address	rebecca.redford @howdengroup.com	
Website	www.howdenbroking.co.nz	

This Disclosure Statement was prepared on the 24th November 2023.

Important information

This information will help you choose a Financial Adviser that best suits your needs. It will also provide some useful information about the Financial Adviser you choose and the regulations that exist to protect you.

What sort of Financial Adviser am I?

I am a Registered Financial Adviser (RFA) that gives advice on behalf of Wallace McLean Limited who is a licensed Financial Adviser Provider by the Financial Market Authority of New Zealand (FMA) https://www.fma.govt.nz/.

I can give you advice about all types of commercial and domestic insurances. I cannot give you advice on any investment products or any investment linked insurance contracts.

How do Wallace McLean get paid for the financial advice and products that are provided to you?

If you decide to utilise our services and take insurance, the Insurer will pay Wallace McLean Ltd a commission, called Brokerage, based on the amount of the premium. Commissions range between 5 – 10% for Natural Disaster Insurance, 10 – 15% for Motor Insurance and 10 to 25% for other policy types.

Alternatively, Wallace McLean Limited may charge an agreed Service Fee, in lieu of commission (nett of brokerage).

Wallace McLean Limited do not receive commission on the Government Levies including the Fire & Emergency NZ Levy (FENZ) and the Earthquake Commission Levy (EQC) and any taxes (GST).

Wallace McLean may charge a small additional Administration Fee which will be included on our premium invoices. This Administration Fee covers our processing costs.

How do I act with integrity and avoid conflicts of interest?

To ensure that I prioritise your interests above Wallace McLean's, we follow an advice process that ensures recommendations are made based on your best interests. Our recommendations will consider the quantum of the premium, the policy coverage, the insurer's financial strength rating and our experience of the insurer's claims and general service. I complete ongoing training about how to manage conflict of interests and a register of interests is maintained.

You should be aware there are potential conflicts of interest that you may need to take into consideration when you decide to seek and accept financial advice from Wallace McLean Limited or our Advisers. I will make you aware of any known conflicts when giving advice.

Financial Advisor Disclosure Statement

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Complaints process

If you have a problem, concern or are dissatisfied with either a product or financial advice service that I have provided and you require action to be taken, please tell Wallace McLean Limited so that we can help to fix the issue. To make a complaint please follow this link www.howdengroup.com/nz-en/complaints-howden-new-zealand which will give details on our complaints process and how to make a complaint.

If you feel your complaint is not resolved to your satisfaction using our complaints process or you are dissatisfied with the response or resolution, you can contact the Financial Services Complaints Ltd (FSCL), which is a dispute resolution scheme of which we are a member.

This service will cost you nothing and is an independent service that will help investigate or resolve the complaint. You can click on this link to find out how to make a complaint to FSCL: www.fscl.org.nz/complaints/how-make-complaint.

You can contact FSCL at:

Postal Address	PO Box 5967, Wellington 6145	Email	info@fscl.org.nz
Telephone	0800 347 257	Website	http://www.fscl.org.nz/

Our duties to you

As a Financial Adviser, I give financial advice to clients on Wallace McLean Limited's behalf. When giving advice I must:

- Hold a Level 5 New Zealand Certificate in Financial Services.
- Maintain competence, knowledge, and skills for giving financial advice by completing continuing professional development.
- Abide by the Code of Professional Conduct for Financial Services and have ethical behaviour, good conduct and provide client care, available at: www.mbie.govt.nz/assets/a96d1b4800/code-of-professional-conduct-for-financial-advice-services.pdf
- Listen to you carefully to discover your needs.
- Recommend products or services that meet your needs and explain why.
- Give clear and concise communication.
- Protect your information.
- Give priority to the your interests when giving financial advice.

Who licenses and regulates us?

The Financial Markets Authority. You can report information about us to the Financial Markets Authority at: www.fma.govt.nz/contact/ or email questions@fma.govt.nz but if you want to complain you should use our dispute resolution procedures described under Complaints Process.

Declaration

I, Rebecca Redford declare that, to the best of my knowledge and belief, the information contained in this Disclosure Statement is true and complete and complies with the disclosure requirements in the Financial Markets Conduct (Regulated Financial Advice) Disclosures Amendment Regulations 2020.

Financial Advisor Disclosure Statement

Level 17, Vero Centre
48 Shortland Street, Auckland 1010
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Who am I?

Name of Financial Adviser	Lisa Russell	FSP Number 635929
Financial Service Provider	Wallace McLean Limited	FSP Number 39628
Telephone Number	+64 9 358 1407	
Address	Level 17, 48 Shortland Street, Auckland	
Email address	lisa.russell @howdengroup.com	
Website	www.howdenbroking.co.nz	

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- Listen to you carefully to discover your needs.
- Recommend products or services that meet your needs and explain why.
- Give clear and concise communication.
- Protect your information.
- Give priority to the your interests when giving financial advice.

Who licenses and regulates us?

The Financial Markets Authority. You can report information about us to the Financial Markets Authority at: www.fma.govt.nz/contact/ or email questions@fma.govt.nz but if you want to complain you should use our dispute resolution procedures described under Complaints Process.

Declaration

I, Lisa Russell declare that, to the best of my knowledge and belief, the information contained in this Disclosure Statement is true and complete and complies with the disclosure requirements in the Financial Markets Conduct (Regulated Financial Advice) Disclosures Amendment Regulations 2020.

From: Leah Earle
Sent: 30/01/25 9:57:38 AM
To: Adam Leggett
Cc: Dale Morris
Subject: RE: BC 184031 - 373 Khyber Pass Road

Hi Adam,
Thanks for the email following up and all your patience.
Please let me know if you would like a call today or sometime this week and we can go over this. Also keen to catch up for coffee if you are free?
I have had terms back from three different insurers. The holding insurer, NZI, have come back with the most competitive terms and I recommend the Body Corporate remain with NZI this year. NZI have updated the policy wording to a new version, which include standard changes:

- ·Hidden Gradual Damage = NOW $25,000 limit per event and $100,000 in the period of insurance, WAS $3,000 limit per event
- ·Alternative Residential Accommodation = NOW $50,000 limit per residential unit, WAS $35,000 limit
- ·Public Liability = NOW $10,000,000 limit, WAS $2,000,000 limit

NZI have come back with a price of $20,500.00 excluding GST for the year ($23,500.00 inclusive of GST).
We had alternative insurers, ANDO and Vero, both come back with pricing $2,000 and more for comparable cover.
The breakdown for the insurance renewal is as follows:

MATERIAL DAMAGE:	373 Khyber Pass Road, Newmarket, Auckland, • ·Reinstatement Value = $5,650,000 • ·Inflationary Provision = $500,000 • ·Demolition Value = $400,000 Total Building Sum Insured = $6,550,000 Contents = $35,000 per unit (In addition to Landlord's Fixings and Fittings, $35,000 per event) Excess Structure • ·Standard $500 • ·Burglary and Malicious Damage $1,000 • ·Unoccupied Residential units $1,000 • ·Owner Occupied Residential units $250 • ·Tenanted Residential units $400 • ·Common areas $500 • ·Theft $2,500 • ·Illegal Substances $2,500 Please let me know if you want to make any changes to the sum's insured noted above
BUSINESS INTERRUPTION:	Loss of Rentals = $35,000 per unit Indemnity Period = 12 months
LIABILITY:	General Liability = $2,000,000 Statutory Liability = $500,000

Casual Teaching at Flat 1
You previously queried the one-on-one casual teaching out of Flat 1. I am still waiting on the insurer to confirm if there are any further terms and conditions that apply regarding this, and I will let you know as soon as I get a response. These relevant excesses would apply in certain situations: Burglary and Malicious Damage excess is $1,000 – this is when there is forced entry or violence involved and someone steals or damages insured property on purpose, Theft excess is $2,500 – this is where there is no sign of forced entry or violence accompanying loss or damage to insured property i.e. the door is left open or a student who is permitted entry steals or damages property on purpose.
Valuation
As per the standing agreement, an insurance valuation is required every two years, and this will be requested by your insurer next year. Thank you for providing the most up to date valuation from December 2024 and this is sufficient for this renewal. If you need help getting a valuation for next year let me know, and I can get you in contact with a valuer.
Duty of Disclosure
When you apply for, renew or change your insurance you have a legal duty of disclosure to the insurer to truthfully disclose all information that is relevant and/or material to the insurer to enable it to decide whether to provide this insurance and if so on what terms. If you do not disclose all relevant information the insurer may decline a claim or elect to avoid your policy from inception or last renewal date. This means that your policy will be treated as if it never existed. Please ask us if you are not sure whether you need to disclose information.
Please ensure you tell us if there are any claims or possible claims that we don't know about yet, and if you have had any criminal or driving convictions (not covered by the Criminal Records (Clean Slate) Act), or any insurance policy cancelled, declined or renewal not offered.
<u>AUTHORITY TO PROCEED</u>
If you accept the renewal terms being provided, please can you confirm acceptance by return e-mail.
Hopefully the above is in order and please let me know if you want to make any changes to the sections noted above or should you have any questions.
Kind regards,
Leah Earle
Associate Broker

DDI: 09 448 1447 **ext:** 9886 **Mobile:** 021 538 713 **W:** https://www.rothbury.co.nz
ROTHBURY North Harbour-ILG INSURANCE BROKERS
Level 2, 51 Corinthian Drive, Albany, Auckland, 0632

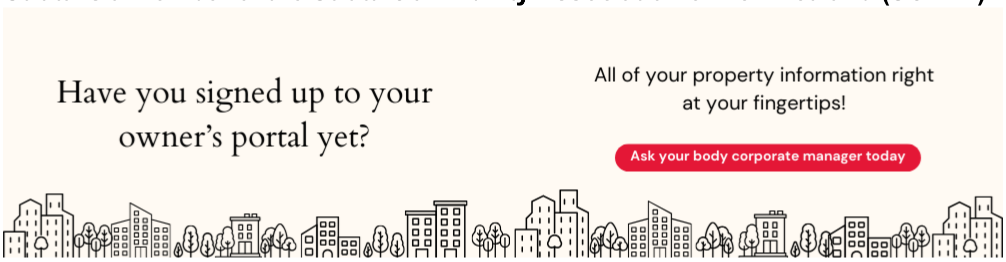
From: Adam Leggett
Sent: Thursday, 30 January 2025 8:34 am
To: Leah Earle
Cc: Dale Morris
Subject: BC 184031 - 373 Khyber Pass Road

External mail - think before you click

Hi Leah,
Do you know how the quote for BC 184031 is coming along?
Thanks very much,

Adam Leggett **Body Corporate Administrator**
Strata Title Administration Ltd
P: (09)3073721
www.stratatitle.co.nz

Strata is a member of the Strata Community Association of New Zealand (SCANZ)



Form 15 — Notice of change to body corporate operational rules

Sections 105 and 106, Unit Titles Act 2010

Unit plan:	DP 184031
Body Corporate Number:	184031
Supplementary record sheet:	NA114C/437

Background

By special resolution on 13 December 2011, Body Corporate 184031 resolved that the operational rules set out in Schedule 1 to the Unit Titles Regulations 2011 apply to it, and that they be amended (ss 105, 106 Unit Titles Act 2010).

Notice

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

The changes have been made in accordance with a special resolution at the Body Corporate Annual General Meeting held on 13 December 2011.

Schedule of amendments

REVOCATIONS

1. The operational rules set out in Schedule 1 to the Unit Titles Regulations 2011 are hereby revoked.

ADDITIONS

2. The following rules are hereby added to the body corporate schedule of rules:

RULES FOR BODY CORPORATE NUMBER 184031

PROPERTY AT 373 KHYBER PASS ROAD, EPSOM, AUCKLAND

BODY CORPORATE OPERATIONAL RULES

General Prohibitions

1. An owner or occupier of a unit (which term includes any associated accessory unit) must not:

   (a) Damage or deface the common property or make any alteration to the colour scheme or appearance of the exterior of the unit which includes, *inter alia*, door knobs, door locks and the colour scheme of the exterior of the front door, or hang washing or place a sign outside those premises unless prior written permission has been obtained from the body corporate.

   (b) Throw or allow any rubbish or litter to accumulate on or in any unit or on the common property, nor dispose of refuse anywhere except into bins or receptacles for removal either by the territorial authority or by independent contractors.

   (c) Create noise likely to interfere with the use or enjoyment of the unit title development by other owners or occupiers.

17173 / 00002

(d) Park on the common property unless the body corporate has designated it for car parking.

(e) Interfere with the reasonable use or enjoyment of the common property by other owners or occupiers.

(f) Ignite or permit any fire or incinerator to be ignited in or upon the unit or the common property or bring to, or keep anything in a unit which might increase the rate of fire insurance on the building.

(g) Erect or fix to the unit any radio or television aerial or "satellite dish" without the prior written consent of the body corporate.

(h) Carry out any repair work (other than minor maintenance work as determined by the body corporate in its sole discretion) on any motor vehicle located on any car parking unit.

(i) Interfere with or obstruct the building manager from performing the building manager's duties.

(j) Erect external blinds or awnings, nor hang internal curtains or blinds that are visible from outside the unit unless the colour and design of those curtains or blinds is approved by the body corporate; such approval will not be withheld on colour grounds if the colour used is cream, white or off-white. In giving such approval the body corporate shall ensure as far as is practicable that the curtains or blinds used in all units present a uniform and orderly appearance when viewed from outside the units. The owner shall as often as the need arise (in the opinion of the body corporate) replace at the owner's own cost any curtains or blinds in that unit.

(k) Leave the unit inadequately secured when it is not occupied. In particular the owner or occupier shall securely fasten all doors and windows to the unit when it is left unoccupied, and allow the body corporate or the building manager to enter and fasten the same if left insecurely fastened.

Animals

2. An owner or occupier of any unit may keep animals or pets on, in, or around that unit with the prior written permission of the body corporate, which permission may be withdrawn at any time without reason.

General Obligations

3. An owner or occupier of any unit must:

(a) Dispose of rubbish hygienically and tidily.

(b) Keep clean and free from dirt and rubbish such parts of the common property or any public footpath or way that adjoins the unit.

(c) Not enclose or glaze any part of the balcony area and must maintain any deck, balcony or courtyard forming part of the unit in a neat and tidy condition and not place any item other than outdoor furniture and plants on the deck or balcony without the written prior approval of the body corporate.

(d) Comply with any requirements of the body corporate as to the security, control, or management of the common facilities such as letterboxes and clotheslines.

(e) Keep clean all windows and replace any windows, shutters, awnings or doors which are broken, cracked or otherwise damaged with new glass or materials of the same pattern and quality.

(f) Ensure that car parking units within the body corporate shall be kept tidy and free of all litter and shall not be used for storage of any kind.

(g) Forthwith upon contracting to part with possession of the unit by any means other than by sale, give to the body corporate full particulars of the private address and telephone number of the tenant, lessee or other occupier, and shall keep the body corporate promptly informed of any change of such address or telephone number.

Costs

4. Where any owner breaches any body corporate rule or other obligation arising out of the Act or defaults on payment of any levy struck by the body corporate or on any other payment due to the body corporate then that owner shall be liable to the body corporate for all costs, penalties, charges, interest, secretarial, administrative or other charges including solicitor-client costs which the body corporate incurs either as a direct or incidental consequence of the owner's default, described in this rule ("Costs") and for the purposes of this rule, the registered owner of a unit shall be liable for any breach of the type contemplated by this rule by any guest, licensee, tenant, or occupier of or to the unit. For the purposes of this rule, reference to "owner" includes all of these categories of persons. Where the body corporate has incurred Costs and an owner or agent of an owner makes any payment whatsoever to the body corporate, then notwithstanding any purported direction by that person for the application of such payment, the body corporate may in its sole discretion apply that payment towards any outstanding levy or any Costs.

5. The body corporate shall be responsible for the prompt payment of water and waste water charges to Watercare Ltd or to any other provider of water services to or from the premises.

Body Corporate Management and Administration

6. The body corporate may:

(a) employ for or on its behalf such agents and servants as it thinks fit in connection with the control, management and administration of the body corporate and of its common property and in the exercise of its powers and duties.

(b) execute documents by seal and the affixation of the seal may be attested to by the body corporate's chairperson or by the secretary or by any two members of the body corporate's committee.

Date: [*day, month, year*]

27 March 2012

Signature of the body corporate:

(Chairperson)
TERRANCE GORDON NAYLOR LARKIN

Before me:

[*Full name of witness*]
ANNE MARGARET LARKIN
(Body corporate member)

[*Address of witness*]
10A MARIGOLD PLACE
MAIRANGI BAY, 0630, AKLD.

Note

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

DATE: 04/11/2024

Quote Number: 40413.01
Valid until: 01/12/2024

BC 184031 - 373 Khyber Pass Rd
373 Khyber Pass Road
Newmarket
Auckland 1023

ATTENTION: Brandon Zaragoza
brandonzaragoza@stratatitle.co.nz

Dear Brandon,

Thank you for allowing Access | Partners in Property to submit a quote for the following work at:

373 Kyber Pass Road, Newmarket, Auckland

Scope of Work
We have been to site and made an assessment on the request to remove, replace, and paint the pergolas for the 12 units (6 at the back line and 6 at the front line) of the above address. We propose works to take place during normal working hours. We will require a sufficient set down area to store our material as close to the work area as possible. Also, we would need space for a 9-cube skip bin, possibly the parking area on the side of Manungawhau Road. While this would use up space, we feel having the bin here minimises disruption and keeps the site safe.

Description	Price
Replace pergolas and paint  • Attend site. • Establishment. • Demolition of existing pergolas. • Install new Pergolas and Clearlite sheeting. • Paint new Pergolas. • Clean and tidy. • Sign off.	$46,192.00

Notes and Exclusions:	
Notes and Exclusions: • The outer posts leading up to the rafters are in good condition, so will be preserved to build new pergola. • Our company shall not be liable for any delays in accessing work areas beyond our control. Client to organize access and communicate any necessary details well in advance to facilitate smooth collaboration. • Please note while works commence there would be disruptions, which client must communicate well with tenants. **Paint** • Attend site. • Preparation. • Paint pergolas for front units. • Paint pergolas for back units. **Notes and Exclusions:** • We will make best effort to colour-match the new pergola and inter-unit fence to the previous colours. However, we cannot guarantee an exact match. If a specific colour is required, client to provide the paint specifications. • Work does not include exterior cladding, soffit, fascia, doors and frames, windows and frames, any floor, any roof, any downpipes, any gutters, fences, and any other work not mentioned in above scope.	

The total price **(exclusive of GST)** for the above works is: **$46,192.00**

NOTES

- No allowance has been made for any work not mentioned in the above scope.
- We will not be liable to any damages to cable lines, satellite, lights, and cameras. Client to prepare any removals, disconnections and reinstatement of services that interfere with scope of works mentioned in this quote.
- Our quotation is valid for 30 days from the date of this submission and we based on the current material pricelist from our suppliers and may be subject to fluctuations before this period.
- Please note Gunac/Access takes no responsibility for project delays due to the current building materials shortage in NZ market, as it is out of Gunac/Access's control.
- In the event of delays caused by the weather or lockdown (covid), outside of our control, additional rental costs may be incurred for the hire of the scaffold, access, fence, P&G and other related access equipment costs not currently allowed for within this quote.
- MATERIAL COST ESCALATION: If, during the performance of this contract, the cost of materials increases, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such increase in the costs of materials.
- Our Company currently operates a 20-million-dollar Public Liability Insurance.
- Our staff members are all 'Site Safe' trained and accredited.
- Please note that the above price(s) are GST exclusive.
- We will require use of the clients' existing electric and water to complete works.
- We have assumed onsite areas will be provided for our rubbish skips & site fences, where necessary.
- Please note, our quote is based on normal working hours.
- Start date for works will be confirmed upon acceptance of this quote.
- No allowance has been made for the provision for insurance on existing structures.
- We require the client to provide 3 carparks for the duration of the project/scope. This must be as close to work area as possible.

- We reserve the right to approach and engage other subcontractors.
- On completion of works, the site will be left trade safe and clean. If additional cleaning works need to be carried out this will incur an additional cost.

Our pricing methodology excludes any works related to asbestos.
Should information be obtained (via report, observations or otherwise), indicating asbestos in a work area, the scope of works and/or pricing would need to be reviewed accordingly, to ensure all health and safety legislation is complied with.

We hope the above meets with your approval, and we look forward to being of service.
Please feel free to give me a call on **021 837 163** if you wish to discuss anything.

Yours sincerely

Philip Kang
Account Manager / Estimator

Customers please note:

- All prices quoted are per service and GST exclusive.
- Payment is due on invoice unless a valid credit account is held with Access NZ 2005 Ltd.
- The above quotation is based on our best estimate of time, labour, travel etc. We reserve the right to charge extra for unseen delays, scope changes, access issues. This will be communicated at the earliest possible time.
- A deposit may be required prior to commencing work to confirm your booking or for pre order materials.
- Access reserves the right to make periodic progress claims for work performed, off site materials, or materials supplied and suitably stored on site.
- Special conditions (such as after-hours work or additional safety compliance factors) could lead to a variation if unknown prior to quoting.
- Upon accepting this quotation, we may supply a client contract agreement for your approval, validating the proposed work before it is scheduled for execution.

Contract confirmation:

By signing below, we confirm we have read and agreed to the terms and conditions as published on www.access.kiwi.nz/terms-of-trade/. Please email signed acceptance back to Access.

Name ____________________________ Signed ____________________________ Date ___________________

Gerrard Enterprises Limited

Phone: 022 3200 648
jonathanrobertgerrard@gmail.com
GST Reg No: 134451513

Quote

Quote number	Issue date	Expiry date
00002238	10/12/2024	17/12/2024

Bill to

Barbara Joan Linn
373 Khyber Pass Road
NewmarkeT Auckland 1023
New Zealand

Description	**GST**	**Amount ($)** *excluding GST*
373 Khyber Pass Road, Newmarket	S15	
1. After inspection of the pergolas, it was found that the timber is not rotten. We found that the nails have rusted, which is causing it to start to fall apart. Re-nail all the joints to repair the structure.	S15	1,000.00
2. Paint the two pergolas after repairs have been carried out.	S15	2,000.00
3. The gate at the front of the property on the road side has a twist in it. Build a new one with steel corner hinges for greater stability. We shall use the same type of fence panels on the outside so it is uniform with the other gates. Paint gate to match.	S15	600.00
4. Replace handrail near unit 6 and paint to match.	S15	200.00
5. Remove the 14 wood slats off the privacy screens and replace them with new timber. Paint each new slat of timber. The screens are outside unit 12 to 18, rebuild and paint privacy screens for this area.	S15	3,000.00
6. Paint the long newly built walkway deck at the top of the property and the adjoining deck with bench seats, as well as the new stairs coming off this down to the units below.	S15	2,500.00
7. Replace 7 side panels from under railing on the side street area near the exit. Then paint.	S15	500.00
8. Near the side exit there is a deck which needs a couple of lengths of timber replacing. Replace and paint timber. There is also a safety screen with a large drop behind it. Replace and paint timber where needed.	S15	500.00
9. Paint the newly built stairway in the centre of the complex.	S15	600.00
10. With no parking for staff on site, it looks like we will need to drop equipments and supplies off on site and then park in the paid car park down the road. Estimated project time 3 weeks. Parking fee for 15 working days for two vehicles.	S15	360.00

Notes

50% deposit will be required prior to work commencement.

Subtotal *(exc. GST)*	$11,260.00
GST	$1,689.00
Total amount *including GST*	**$12,949.00**

SANN GROUP

07th December 2024

QUOTATION FOR: Joan Linn
373 Kyber Pass Rd
New Market
Auckland

Dear Joan,

Firstly, I would like to thank you for the opportunity to provide you with this proposal. Please find below key benefits that you will discover when you choose to work with Sann Group

Sann Group have a Professional and Experienced Management Team. Colin & Gary have built their business capitalizing on their individual skill sets. Colin, a fully registered BITCO carpenter with over 30 years' experience in all aspects of the construction trade. Gary has had an extensive career supporting the financial services sector across Europe and Asia Pacific working in various Fraud, Risk and Business management roles. They have founded their business and team to reflect their core values of Quality, Integrity and Value.

It's not only important to be professional and experienced but it is equally important to be friendly and approachable. This ensures that at any stage of the project if you would like to add or change anything it's just a conversation with us where we work out how we can best achieve your goals.

Health and Safety is important to us and the safety of our team. All the team have been Kianga Ora vetted and approved and comply with all aspects of the Health and Safety at Work Act which came into force on 4 April 2016.

We run an extensive internal quality control process to make sure every aspect of the job is of the highest quality. We regularly review progress and at completion of the job we will ensure you are 100% satisfied.

Sann Group has a committed base of full-time employees with the capacity to complete projects on time with experienced plasterers, painters and builders. This experience means we are not relying on anyone else and have extensive technical knowledge within our own organisation of our products and their application in real world situations always ensuring the best quality results.

With most of our work carried out is by our own team, on occasion it sometimes occurs on projects that we would need to engage the expertise of a specialised subcontractor. If this does occur, this process is still managed by Sann Group ensuring total oversight.

Sann Group has an impeccable track record and at times has been called in by one of our main clients to fix issues that have been created by other trades so you should get it right the first time and work with Sann Group. Our track record of success and financial security means you will have peace of mind that comes from dealing with a professional, credible and financially secure business.

All our work comes with the required professional warranties/guarantees on our workmanship and products.

07th December 2024

QUOTATION FOR: Joan Linn
373 Kyber Pass Rd
New Market
Auckland

Thank you for giving Sann Group Limited this opportunity to provide you with a quotation for the above site and provided work description

WORK DESCRIPTION:

- Remove and replace pergola with the exception of the posts and frames nailed to cladding.
- Paint Pergola
- Replace fence gate on unit 6
- Move post on unit 4 and add 6m x 2m support for longer span.
- Replace 20 metres of 100mm * 25mm rough sawn palings on fence in common areas
- Replace 100mm * 25mm rough sawn palings on fences between units.

Please find the following pricing for your consideration

- Pergola – remove, replace, paint - $19,080.00 plus GST
- Unit 6 Gate - $700.00 plus GST
- Unit 4 post/s - $500.00 plus GST
- Fence Common - $1550.00 plus GST
- Fence Unit 13 - $795.00 plus GST
- Fence Unit 14 - $1590.00 plus GST
- Fence Unit 15 - $1590.00 plus GST
- Fence Unit 16 - $1590.00 plus GST
- Fence Unit 17 - $1590.00 plus GST
- Fence Unit 18 - $1590.00 plus GST

Total Work Quoted $30,575.00 plus GST

We look forward to working with you on your project. Please let us know if you have questions or comments.

All quotes are valid for 60 days unless otherwise specified.

Given the nature and size of the job a 50% deposit (this can be negotiated) is required before we start.

Please let me know if you have any questions.

Yours sincerely

Gary Jones
Operations Manager

Strata Title Administration Ltd
bc@stratatitle.co.nz
www.bodycorporate.co.nz

Proposed Budget
to apply from 01/01/2025

Auckland Phone (09) 307 3721
PO BOX 3187, Auckland 1140
Wellington Phone (04) 974 1011
PO Box 384, Wellington 6140
Christchurch Phone (03) 925 8749
Unit 5, 71 Gloucester Street,
Christchurch 8013

Body corporate 184031 373 Khyber Pass Road, Epsom Auckland 1023

General

Operating Account

		Proposed budget	Actual 01/01/2024-31/12/2024	Previous budget
Revenue				
142700	Income Tax Refund - IRD	0.00	166.03	0.00
143000	Levies Due--Operating	71,247.39	57,700.75	57,700.70
	Total revenue	71,247.39	57,866.78	57,700.70
Less expenses				
156200	Admin--Legal/Professional Fees	0.00	434.78	0.00
154000	Admin--Management Fees--Standard	6,000.00	6,000.00	6,000.00
152802	Admin--Prof. Fee--IRD Returns (GST/ICT)	1,150.00	1,500.00	1,150.00
159101	Insurance--Office Bearers Liability	630.00	620.00	620.00
159100	Insurance--Premiums	19,277.39	17,430.70	17,430.70
159200	Insurance--Valuation	640.00	0.00	650.00
161400	Maint Bldg--Building Wash	5,000.00	2,763.50	5,000.00
167200	Maint Bldg--General Maintenance & Disbursements	7,200.00	6,186.09	7,200.00
162900	Maint Bldg--Health & Safety (Inspection/Report/Expenses)	10,000.00	9,869.70	10,000.00
178600	Maint Grounds--Gardens & Plants	6,000.00	6,125.00	6,000.00
190200	Utility--Electricity (Common Area)	1,100.00	1,073.50	950.00
190800	Utility--Rubbish & Waste Removal	5,750.00	5,643.06	5,500.00
191200	Utility--Water & Wastewater	8,500.00	8,611.91	7,200.00
	Total expenses	71,247.39	66,258.24	67,700.70
Surplus/Deficit		0.00	(8,391.46)	(10,000.00)
	Opening balance	16,946.44	25,337.90	25,337.90
Closing balance		$16,946.44	$16,946.44	$15,337.90
Total units of entitlement		10000		10000
Levy contribution per unit entitlement		$8.19		$6.64
Budgeted standard levy revenue		71,247.39		57,700.70
Add GST		10,687.11		8,655.10
Amount to raise in levies including GST		$81,934.50		$66,355.80

General

Contingency Fund

		Proposed budget	Actual 01/01/2024-31/12/2024	Previous budget
Revenue				
243100	1 Levies Due--(Special)--Contingency	0.00	34,431.33	0.00
243000	1 Levies Due--Contingency Fund	23,063.04	25,000.00	25,000.00
242600	1 Net Intt. on Investments--Cont.	0.00	727.43	0.00
	Total revenue	23,063.04	60,158.76	25,000.00
Less expenses				
251401	1 Contingency--Bank/Admin. Fee	0.00	36.37	0.00
254400	1 Contingency--Other Expenses	0.00	64,481.44	0.00
	Total expenses	0.00	64,517.81	0.00
Surplus/Deficit		23,063.04	(4,359.05)	25,000.00
	Opening balance	54,903.72	59,262.77	59,262.77
Closing balance		$77,966.76	$54,903.72	$84,262.77
Total units of entitlement		10000		10000
Levy contribution per unit entitlement		$2.65		$2.88
Budgeted standard levy revenue		23,063.04		25,000.00
Add GST		3,459.46		3,750.00
Amount to raise in levies including GST		$26,522.50		$28,750.00

BENDALL AND CANT
Chartered Accountants

These Standard Terms of Engagement apply in respect of all work carried out by us (Bendall and Cant Limited) for you, except to the extent that we otherwise agree with you in writing. If you have any questions, please contact the partner responsible for your work.

General Terms

Access to Information

Inland Revenue Department
You authorise us to act as your tax agent with the Inland Revenue Department for all tax types and associated entities (except Child Support), and obtain information from Inland Revenue through all channels, including electronic.

You authorise us to have full access to information held by the Inland Revenue Department and the ability to modify customer details relating to specific tax purposes.

You authorise us to talk to the Inland Revenue Department on your behalf and for them to talk to us.

You authorise the Inland Revenue Department to communicate with us directly with questions or issues relating to your income tax. All correspondence from the Inland Revenue Department in relation to the income tax will be sent directly to our offices. We may agree that correspondence for other tax types (GST for example) is also sent directly to our offices.

ACC Online Services (where applicable)
You authorise us, as your agent, to access and request information from ACC in respect of your ACC levies. We will not access information on accidents, or any ACC claims you or your employees have made.

Other Information
You authorise us to access financial information from other providers, including banks, investment advisors and other accountants. We will only do so where we require information to perform the services that you have engaged us for.

Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT)
AML/CFT requires that we meet certain customer due diligence requirements when offering captured services. We may request provision of certain information in order for us to comply with these requirements, such as proof of identification, proof of address, and sources of funds or wealth. If these documents are not supplied, or we are concerned about the legitimacy of the documents, we reserve the right to not perform the services requested.

We may choose from time to time to use a third party to verify documents or use a third party to undertake the entire customer due diligence process. By providing us or third party with any requested documents, you authorise that these documents can be used to meet any AML/CFT customer due diligence requirements and may be retained by us or the third party for as long as is required by the AML/CFT Act.

Disclosure Permissions

In accepting this engagement, you provide us with your express consent to disclose your information to:

a) our service providers or regulatory bodies to the extent required to perform our services in respect to this engagement.
b) our professional advisors or insurers to the extent required to protect our interests in respect to this engagement.
c) our external peer reviewer to the extent required to review this engagement; and

We will take reasonable steps to ensure any such recipient (other than regulatory body) keeps such information confidential on the same basis we maintain in respect to your information, subject to our professional obligations as detailed in these terms.

We may retain your information during and after our engagement to comply with our legal requirements or as part of our regular IT back-up and archiving practices and also for professional reasons (e.g., to perform the work under this engagement or to comply with our professional and ethical obligations). We will continue to hold such information confidentially.

Communication

We may communicate with you by electronic means. We do not accept responsibility for and will not be liable for any damages or loss caused in connection with, the unauthorised interception or corruption of electronic communications.

You must advise of any changes to your contact details. We may send any communications to the last contact details you have provided.

Where we are acting for a family then we will deal with each spouse or partner on the basis that you are a family unit with shared interests. We may deal with either of you and may discuss with either of you of the affairs of the other. If you wish to change these arrangements, please let us know.

Storage of Files and Documents

We store electronic information that we collect and generate on cloud servers provided by third parties including but not limited to Microsoft, Xero and Wolters Kluwer. This means that the information we hold may be transferred to, or accessed from, servers hosted in countries other than New Zealand. We take all reasonable steps to ensure that the information we collect is protected against loss, unauthorised access and disclosure or other misuse, including meeting all legislative requirements for the secure handling, storage and disposal of personal or sensitive information.

We may utilise the services of third parties, including tax pooling intermediaries, from time to time and as appropriate to manage your tax affairs. We may provide these third parties with access to your data to the extent that is required to perform the services.

You authorise us (without reference to you and at our discretion) to destroy all files and documents in respect of your affairs that we hold for you that are older than 7 years, or earlier if we have converted those files and documents to an electronic format.

Changes in Circumstances

You must keep us informed on a timely basis of changes in your circumstances that may affect the services we provide to you.

Reliance On Advice

We will endeavour to record all advice on important matters in writing. Advice given verbally us not intended to be relied upon unless confirmed in writing. If we provide verbal advice (for example during a meeting or telephone conversation) that you wish to rely on, you must ask us to confirm the advice in writing.

You must not act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid.

Conflicts of Interest

We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various persons these terms cover) or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests or you do not consent to the way in which we propose to manage the conflict then we will be unable to provide further services to some or all the persons to whom this engagement applies. If this arises, we will inform you promptly.

We may act for other clients whose interests are not the same as or are averse to yours, subject to the obligations of conflicts of interest and confidentiality referred to above.

Price and Payment

Generally, fees rendered by our firm are based on the value of each assignment which will be billed as work progresses. That value is based on a number of considerations. These include the time spent on the job, its complexity and its importance to you, the degree of skill, knowledge and responsibility involved, risk to our firm and the result we achieve for you. Therefore, our hourly rate is only a guide to our final fee and is not the only factor we consider in fixing the amount we charge you.

We may agree with you a fixed fee for specific services, whether payable in monthly instalments or otherwise. If we do agree a fixed fee engagement, then we will confirm in writing to you the scope of services included in that fee. If it becomes apparent to us, due to unforeseen circumstances, that a fixed fee is inadequate, we may notify you of a revised figure and seek your agreement to it.

Our fees are exclusive of GST which will be added to your invoice where it is chargeable. Our fees are also exclusive of any costs we incur on your behalf (i.e. disbursements) which will be added to your invoice Payment is required within 14 days of the issue of invoice unless agreed otherwise. We reserve the right to charge interest of 1.5% monthly on late payments.

We also reserve the right to suspend services to you pending receipt of payment for invoices rendered.

If we have provided you with an estimate of our fees for any specific work, this is an estimate only and our actual fees may vary.

If permitted by law and not prohibited by professional standards or guidelines, we may exercise a lien over all materials or records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full

Limitation of Liability

To the maximum extent permitted by law, our maximum aggregate liability (including of all our principals, partners, directors and members) under or in connection with this engagement letter or its subject matter is limited to the amount available to be payable under any Professional Indemnity Insurance held by us. You agree not to bring any claim again any of our (our principals, partners, directors, members and employees) in their personal capacity.

To the maximum extent permitted by law, we are not liable to you for:

- indirect, special or consequential losses or damages of any kind; or
- liability arising due to the acts or omissions of any other person or circumstances outside our reasonable control, or your breach of these terms.

Guarantee

We undertake to complete your requirements as efficiently as possible. If at any time you are not happy with our approach or the quality of work, we guarantee to review the work undertaken for you. A partner not directly involved in the matter will undertake this review. The result of this review will be discussed openly and frankly with you. The review will be at no cost to you.

Professional Obligations and Confidentiality

We are required to comply with all applicable by-laws, rules, regulations, professional and ethical standards and guidelines of Chartered Accountants Australia and New Zealand and the New Zealand Institute of Chartered Accountants (NZICA). These requirements include the NZICA Code of Ethics, which among other things contains confidentiality requirements. In accordance with these requirements, we will not disclose information we obtain in the course of this engagement to other parties, without your express consent, except as required by:

- laws and regulations (for example, disclosures required under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (including to a third-party auditor) and as required by the Common Reporting Standard)

- professional obligations including:
  - the provisions of the NZICA Code of Ethics that apply if we become aware of actual or potential 'non-compliance with laws and regulations' (NOCLAR). Where any such non-compliance poses substantial harm (such as adverse consequences to investors, creditors, employees or the public), we may be required to disclose the matter to an appropriate level of management or those charged with governance and/or an appropriate authority.
  - the provisions of the NZICA Rules and Professional Standards that subject us to practice review, trust account audits, investigations and disciplinary procedures. These rules require us to disclose to NZICA, its practice reviewers and/or its disciplinary bodies our files and workpapers including client information. In accepting this engagement you acknowledge that, if requested, our files related to this engagement, may be made available to NZICA, its practice reviewers and/or its disciplinary bodies. Employees and contractors of NZICA are also bound by confidentiality under contract and by the NZICA Code of Ethics.

Ownership of Materials

We own the copyright and all other intellectual property rights in everything we create in connection with this engagement. Unless we agree otherwise, anything we create in connection with this agreement may be used by you only for the purpose for which you have engaged us.

All working papers prepared by us (in any form whatsoever, including physical and electronic) remain our property. We will retain these papers in accordance with our normal record keeping practices in accordance with our professional and legal obligations.

Other

Jurisdiction
Our relationship with you is governed by New Zealand law and New Zealand courts have exclusive jurisdiction.

Continuing Engagement
These terms are not affected by any change to our business structure or by changes to the directors or shareholders of Bendall and Cant Limited.

Liability
If you as our client are a limited liability company or trust, each director or trustee who instructs us is personally liable (in addition to the company or trust) to pay our fees and charges, and personally indemnifies us for payment of those fees and charges. This provision does not apply to independent trustees who have no beneficial interest in the trust, whose liability will be limited to the assets of the trust for the time being, except in the case of dishonesty or fraud.

Parties to this Engagement
You agree that your engagement is with Bendall and Cant Limited. Any services we provide, and our relationship with you, are solely provided by Bendall and Cant Limited. Accordingly, you agree not to bring a claim of any nature against any current or former Partner, Director, employee, staff member or contractor of Bendall and Cant.

Commencement
If we provide these terms of engagement to you and you subsequently instruct us to provide services to you then you will be deemed to have accepted these terms.

Interpretation
If any of these terms is void, that provision will be severed, and the remainder will continue to apply.

SPECIFIC SERVICES

We provide a number of services to our clients. Not all of the services listed below will be provided to you.

Where we agree to provide you with specific services then we will do so as detailed below:

Compilation of Financial Statements & Reports

Where we compile financial statements and reports for you we will do so on the following basis:

a) We will compile the statements from information provided by you in accordance with Service Engagement Standard No 2 (SES-2) Compilation of Financial Statements issued by the New Zealand Institute of Chartered Accountants (CAANZ).

b) You will provide us with accurate and complete information necessary to compile such statements:

   - This information will be given to us on a timely basis
   - The responsibility for the accuracy and completeness of the assertions in the financial statements remains with you
   - You accept responsibility for all records and information supplied to us including responsibility for any failure to supply us with relevant records and information

c) We will not undertake an audit or review engagement and accordingly no assurances will be expressed by us. Each page of the financial statements will be conspicuously marked as being unaudited.

d) The financial information will be prepared in accordance with appropriate accounting standards for your entity. The basis of preparation will be disclosed as part of the financial information.

e) Due to the limited scope of the work performed in compilation, we cannot be relied upon to prevent or detect fraud, internal control weaknesses, errors, illegal acts, or other irregularities. Of course, if anything of this nature does come to our attention during preparation of the financial information, we will inform you of this.

f) We will prepare the financial information and reports knowing that the intended use of these is for yourselves and IRD taxation purposes. You will need to advise us of any changes to the intended recipients of any financial reports. If you distribute any financial reports to any person without attaching to them our statement disclaiming liability, then you will indemnify us against all claims, actions, damages, liabilities, costs and expenses (including but not limited to reasonable legal costs and expenses) incurred by us and arising out of or in connection with any action, claim or proceeding brought by any third party in connection with the services provided by us to you.

g) Independence is not a requirement for a compilation engagement such as this. However, the CAANZ Code of Ethics requires us to act objectively and to be, or seen to be, independent. If we are aware that our independence may be compromised for whatever reason, we will disclose this in the financial report.

h) A Compilation Report and Disclaimer will be attached to any Financial Statements or reports that we prepare. You will ensure that this remains attached when distributing the financial statements to third parties. That report will include the matters listed in (a) to (g) above.

i) Generally we will prepare Financial Statements for taxation purposes in accordance with principles contained within the Income Tax Act 2007 and in accordance with disclosures required by the Tax Administration (Financial Statements) Order 2014. In some cases, an alternative reporting standard may be appropriate. In these cases, we will assist you to identify the standard that should apply. The choice of framework remains your responsibility. You will need to ensure that the standards applied suit your needs including any legislative requirements.

In some cases, there are legislative deadlines relating to the preparation of financial statements. If these deadlines apply to your entity, it is the responsibility of the governing body to ensure that information is provided to us on a timely basis in order that we may assist directors in achieving compliance with this requirement.

Trust Administration Service

Where we provide our Trust Administration Service, we will be responsible for the preparation of the minutes of the Trustees' annual meeting.

We will also maintain the Trust records including details of trustees, beneficiaries, and deeds completed, and liaise with your solicitor as required.

Trustee Services

We may offer trustee services to act as an independent trustee. This is in addition to our Trust Administration Service. If we agree to be a trustee, the terms of that engagement will be separately recorded, as each case differs depending upon the nature of the trust entity and the scope of the trustee's role.

Company Administration Service

If you choose to engage us for Company Administration, we will undertake services as detailed below. It is your responsibility to ensure that we are aware of any matter that affects your company administration including but not limited to changes of shareholders and directors.

Registered Office
We may agree that our offices be utilised as the registered office of the company. If we do so then we retain the right to cease this arrangement at our discretion, at which time it is your responsibility to elect an alternate registered office.

Maintenance of Statutory Records
We will be responsible for the maintenance of the following statutory records:

a) Register of Members
b) Register of Directors
c) Register of Directors' Shareholding
d) Register of Directors' Interests
e) Register of Charges – PPSR
f) Minute book relating to Shareholders
g) Minute book relating to Directors
h) Other Statutory Records

Please note that the Companies Act 1993 imposes penalties on the Company and Directors if these records are not maintained.

Company Minutes
We will prepare annual company resolutions for shareholders and directors as required by applicable legislation.

Filing of Companies Office Returns
We will be responsible for the preparation and lodgement of the annual return as required, subject to your approval of that return. On advice from you we will also update the Companies Office records for any changes to company details.

Company Authority

If you engage us for Company Administration, you authorise us to file documents and maintain records on the Companies Register website www.companies.govt.nz on the company's behalf. You also authorise us to use your NZ Drivers Licence or NZ Passport details to request access to the Companies Register where required.

Income Tax Returns

Where we prepare income tax returns, we will do so from information that you provide. It is your responsibility to ensure that we have all the information we require to do this.

We will assist you to understand the importance and risk of signing these income tax returns as being true and correct statutory records. If your returns are incorrect or tax is not paid in a timely manner, then penalties as well as interest charges may apply. The accuracy and completeness of your income tax returns remain your responsibility.

We may ask you to complete an annual questionnaire to obtain all relevant information to assist in the preparation of your annual income tax returns. It is your responsibility to inform us if you acquire any new assets or sources of income and to ensure the final tax returns are a complete and accurate representation of your income and financial position for the year.

We will also assist you with tax planning and discuss options with you in order that you are able to make an informed decision so you may decide upon the proper course of action.

All returns are subject to examination by the taxing authorities. In the event of such examination, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on the tax return. If an examination occurs, we will be available, upon request, to assist or represent you.

Tax Administration

Our Tax Administration service includes the following:

a) The use of our firm's address for the IRD to serve notices.
b) A tax advice letter informing you of the amounts and dates of tax due.
c) Checking your assessment notices and advising you of any legitimate amendments.
d) Checking penalties and/or use of money interest charges if made. We will check their accuracy and advise you of the amounts and dates due.

It is your responsibility to ensure payments are made on time.

Other Tax Returns

We may prepare additional tax returns for you (including but not limited to GST, FBT, PAYE etc).

It is your responsibility to ensure that we are provided with accurate and timely information to enable us to do this. The accuracy and completeness of these returns remain your responsibility.

Electronic Authority to Lodge Returns

We may accept (at our sole discretion) emailed or any other electronic authority from you to lodge any document with Inland Revenue (including income tax, GST, FBT, PAYE or any other return). If, for whatever reason, we or any of our employees are exposed to penalties for doing this, you will indemnify us for these penalties.

Tax Advisory Services

We offer tax advisory services where we may issue a tax opinion to you, either written or otherwise. Where we do so we are relying on you to provide us with complete and comprehensive information for us to form a correct opinion.

In forming a tax opinion whether under a formal engagement or otherwise we may use a variety of sources including seeking second opinions from other professionals. You authorise us to seek such opinions and disclose facts as required for the other professional to assist. Where we do this, we will not disclose your name or any other information that would allow you to be identified.

Specifically Excluded Services

We do not provide legal services or investment advice. We are not a Financial Advisor or Financial Services Provider as defined by the Financial Advisers Act 2008.

We do not undertake Assurance Engagements as defined by Chartered Accountants Australia New Zealand. Specifically, to the extent we use the term "review" (or similar wording) it is in the context of a general accounting engagement and not an Assurance Engagement.

Termination

Each of us may terminate this agreement by giving not less than 21 days notice in writing to the other party except where a conflict of interest has arisen, you fail to cooperate with us or we have reason to believe that you have provided us or any other person with misleading or factually inaccurate information, in which case we may terminate this agreement immediately. Termination will not affect any accrued rights.

On Wed, 29 Jan 2025, 8:57 am Peter Buchanan, <pbuc006@gmail.com> wrote:
Thanks Joan and apologies for the delay in replying.
I will be leaving Auckland tomorrow morning and returning to Auckland ~ 5th Feb

My immediate thoughts:

ROOF

It would be great to obtain an understanding of:
-the rationale and selection criteria in appointing the roof replacement to Johnson roofing.
- from Johnson Roofing (on an without prejudice basis?) of the condition of the truss prior to roof new roof

RE previous Roofing Design Management report: Have recommendations (e.g the penetrations in to support TV aerial) been addressed ?

Considering the previous roof lasted over 50 years ago...and possibly with existing variations in the truss pitch the new roof could last for at least another 10-15 years.

The Long Term Management Plan includes provision for a replacement roof/ maintenanceHope this helps (with insulation and truss re-alignment if required). I would suggest a unit levy of $250 p.a (it is a start and can always be reviewed).

All cables (e.g satellite dishes/ TV aerials) running across the roof will be removed (some have been screwed/ clipped into the gutter which represents a new corrosion).

A soft wash and/ or brooming occur annually (including the gutter). The large protected Pohutukawa tree is a significant contributor of roof debri and perhaps Council should be requested to contribute to the roof maintenance?

BODY CORP RULES

The DRAFT? Body Corp Rules previously compiled be presented to unit owners for endorsement

Vegetation

Privot be identified and removed
Trees within 373 Khyber Pass Road property adjacent to the shared fence with 2 Maungawhau Rd be assessed for removal (and herbicide applied to the remaining stumps).
Assess/ plan which palms/ trees will require pruning/removal as they grow larger
Include this in the LTMP with a levy of $20 per unit p.a?

Other Matters:

Pergola

Appears some nails have rusted and where this has occurred repair

TV aerials be removed within 2 years (assume Fibre Optic outlets available in each unit?)
Any replacement pergola, have a circa 1965 design which will enhance the appearance

History of 373 Khyber Pass Road site and units
Could compilation be supported by the Body Corp (and on what basis?)
and be an adenium to the Body Corp Rules (i.e benefits include provide occupants/ owners a sense of ownership, pride and possibly adds a premium to unit values)

Hope this helps

Best Regards

Peterb.

INDEPENDENT ASSURANCE REPORT

To the Directors of Strata Title Administration Limited

We have undertaken a limited assurance engagement on the compliance of Strata Title Administration Limited's operation of the Trust Account for the two months ended 30 November 2024.

Conclusion

Based on the procedures performed and evidence obtained from the procedures we have performed, nothing has come to our attention that causes us to believe that Strata Title Administration Limited does not comply, in all material respects, with the following criteria for two months ended 30 November 2024

- The funds held for each of the entities under Strata Title Administration Limited umbrella can be identified within the Trust account;
- Receipts and payments are correctly accounted for;
- Appropriation of the funds is property authorised.

Basis for Conclusion

We conducted our limited assurance engagement in accordance with Standard on Assurance Engagements (SAE) 3100 (Revised) Compliance Engagements issued by the New Zealand Auditing and Assurance Standards Board.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our conclusion.

Strata Title Administration Limited's Responsibilities

The Directors are responsible for compliance of Strata Title Administration Limited with the applicable criteria stated above namely transactions correctly accounted for and charged to the correct entities within the Trust Account.

Our Independence and Quality Control

We have complied with the relevant ethical requirements of Professional and Ethical Standard 1 (Revised) relating to assurance engagements, which include independence and other requirements founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality, and professional behaviour.

In accordance with the Professional and Ethical Standard 3 (Amended) Forbes Audit and Accounting Limited maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards, and applicable legal and regulatory requirements.

Assurance Practitioner's Responsibilities

Our responsibility is to express a limited assurance conclusion on Strata Title Administration Limited's compliance with the requirement that transactions correctly accounted for and charged to the correct entities within the Trust Account, in all material respects. Our review has been conducted in accordance with SAE 3100 (Revised) to provide limited assurance that

Strata Title Administration Limited has complied with the correct accounting for transactions to various entities managed within their Trust Account. Our procedures included:

- An assessment of the Reporting Criteria, policies, and principles, with respect to their relevance, completeness, neutrality, and reliability;
- Assess to MRI software, which provides us with access trust account ledger of each of entities and access to archived invoices;
- An assessment of Strata Title's internal system to ensure the controls are adequate to size, business and criteria named above;
- At the corporate level, we have conducted interviews with responsible staff to assess the system of internal controls;
- At the corporate level, we have collected and reviewed supporting documents for the transactions sampled for testing;

Given the circumstances of the engagement, in performing the procedures listed above we: Through discussion, enquiries, and observation, obtained an understanding of Strata Title Administration Limited's compliance framework and internal control environment to meet the applicable criteria stated above namely transactions correctly accounted for and charged to the correct entities within the Trust Account.

Through discussion, enquiries, observation and walk throughs, obtained an understanding of relevant compliance activities that are undertaken to meet the compliance requirements, as required for the operation of the Trust Account.

The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement and consequently the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed. Accordingly, we do not express a reasonable assurance opinion on compliance with the compliance requirements.

Other than in our capacity as the independent assurance practitioners, we have no relationship with, or interests in, Strata Title Administration Limited.

Use of Report

This report has been prepared for the Directors of Strata Title Administration Limited in accordance with the criteria above. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than the Directors of Strata Title Administration Limited, or for any purpose other than that for which it was prepared.

Forbes

Forbes Audit and Accounting Limited
20 December 2024
Auckland

Strata Title Administration Ltd
bc@stratatitle.co.nz
www.bodycorporate.co.nz

Auckland Phone (09) 307 3721
PO BOX 3187, Auckland 1140

Wellington Phone (04) 974 1011
PO Box 384, Wellington 6140

Christchurch Phone (03) 925 8749
Unit 5, 71 Gloucester Street,
Christchurch 8013

PROXY APPOINTMENT FORM

Form 11: Section 102(3), Unit Titles Act 2010

TO MANAGER: Brandon @ Strata Title Administration Limited

EMAIL ADDRESS: BrandonZaragoza@stratatitle.co.nz

BODY CORPORATE: 184031

PROPERTY AT: 373 Khyber Pass Road, Epsom, Auckland

PROXY APPOINTMENT

I/We, ____________________

being the owner(s) of Unit(s) __________ and therefore an eligible voter within the meaning of section 96(1) of the Unit Titles Act 2010, appoint: ____________________

as my/our proxy for the purposes of the general meeting of the Body Corporate to be held at: **6:00pm on Wednesday, 26 February 2025.**

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

Date

____

Signature/s of eligible voter/s

____

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

Important: this completed Proxy form needs to be submitted to Strata Title Administration Limited by 5:00pm on Tuesday, 25 February 2025.

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 texts of motions are 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 body corporate or an unincorporated body, the representative (recorded in the register of unit owners) of the unit owner must sign the form.
5) The chairperson is not required to ensure that the proxy follows the direction of the eligible voter that is set out in the proxy appointment form.
6) If the unit is owned by more than 1 person, every owner must sign the form.
7) If the unit is owned by more than 1 person, one of the unit owners may be appointed as proxy.
8) The person(s) signing this proxy form signs as duly authorised agent of the owner.

	AGENDA ITEMS | Summary of Motions	TYPE OF RESOLUTION	DIRECTION ON RESOLUTION (i.e. how does the eligible voter want to vote on the resolution)
1	Appoint a Chairperson of the Meeting	*Ordinary Resolution*	
2	Accept Apologies, Proxies and Postal Votes	*Ordinary Resolution*	
3	Financials	*Ordinary Resolution*	
4	Report from the Committee	*Ordinary Resolution*	
5	Chairperson Nominee	*Ordinary Resolution*	
	Joan Linn	*Ordinary Resolution*	
6(i)	Committee	*Ordinary Resolution*	
	Joan Linn	*Ordinary Resolution*	
	Dan Zhu	*Ordinary Resolution*	
	Peter Buchanan	*Ordinary Resolution*	
	Victoria Smith	*Ordinary Resolution*	
6(ii)	Conflict of Interest Register	*Ordinary Resolution*	
7	Delegating powers & duties to Committee (Section 108)*	*Special Resolution*	
8	Office Bearer's Liability Insurance	*Ordinary Resolution*	
9	Renewal of Insurance policy	*Ordinary Resolution*	
10	Insurance Excess	*Ordinary Resolution*	
11(i)	Body Corporate Rules Ratified	*Ordinary Resolution*	
11(ii)	Body Corporate Renovation Rules Adopted	*Ordinary Resolution*	
12(i)	Pergolas repaired	*Ordinary Resolution*	
12(ii)	Pergolas replaced	*Ordinary Resolution*	
13	Common Maintenance	*Ordinary Resolution*	
14(i)	Review Long Term Maintenance Plan	*Ordinary Resolution*	
14(ii)	Arrange required Maintenance	*Ordinary Resolution*	
15	Long Term Maintenance Fund*	*Special Resolution*	
16	Health & Safety – Hazard Register	*Ordinary Resolution*	
17(i)	Budget adopted and levy due date set	*Ordinary Resolution*	
17(ii)	Strata to pay standard/regular accounts	*Ordinary Resolution*	
18	Debt Collection regime	*Ordinary Resolution*	
19	Tax Agent	*Ordinary Resolution*	
20	Audit*	*Special Resolution*	
21	Communication	*Ordinary Resolution*	
22	Minutes to be a record	*Ordinary Resolution*	
23	Tree Removal	*Ordinary Resolution*	

Note: *This is not a voting form and is for reference only. If you wish to vote and cannot attend the meeting, please complete the Postal Voting Form or vote using the link in the owner's portal.*

POSTAL VOTING FORM
Form 12
(pursuant to Section 103, Unit Titles Act 2010)

TO MANAGER: Brandon @ Strata Title Administration Limited

EMAIL ADDRESS: BrandonZaragoza@stratatitle.co.nz

BODY CORPORATE: 184031

PROPERTY AT: 373 Khyber Pass Road, Epsom, Auckland

Instructions
You are entitled to vote at the Body Corporate AGM 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 by ticking one of the 3 right hand columns of the table.

I/We, ______________________

being the owner(s) of Unit(s) ______________ intend to cast the following postal vote at the meeting of Body Corporate Number 184031 to be held at **6:00pm on Wednesday, 26 February 2025.**

Important: this completed Postal Voting form needs to be returned via email to bc@stratatitle.co.nz, or via post to PO Box 3187, Auckland 1140, to be received by Strata Title Administration no later than 5:00pm on Tuesday, 25 February 2025.

		Vote For	Vote Against	Abstain
Item	***See agenda for wording of resolution***	***Please tick one of the boxes to vote.***		
1	Appoint a Chairperson of the Meeting	☐	☐	☐
2	Accept Apologies, Proxies, Postal & Pre-Meeting Electronic Votes	☐	☐	☐
3	Financials	☐	☐	☐
4	Report from the Committee	☐	☐	☐
5	Chairperson Nominee	☐	☐	☐
	Joan Linn	☐	☐	☐
6(i)	Committee	☐	☐	☐
	Joan Linn	☐	☐	☐
	Rebecca Brandon	☐	☐	☐
	Dan Zhu	☐	☐	☐
	Peter Buchanan	☐	☐	☐
	Victoria Smith	☐	☐	☐
6(ii)	Conflict of Interest	☐	☐	☐
7	Delegating powers & duties to Committee (Section 108)*	☐	☐	☐
8	Office Bearer's Liability Insurance	☐	☐	☐
9	Renewal of Insurance policy	☐	☐	☐
10	Insurance Excess	☐	☐	☐
11	Body Corporate Rules	☐	☐	☐

		Vote For	Vote Against	Abstain
Item	***See agenda for wording of resolution***	***Please tick one of the boxes to vote.***		
12	Pergolas	☐	☐	☐
13	Common Maintenance	☐	☐	☐
14(i)	Review Long Term Maintenance Plan	☐	☐	☐
14(ii)	Arrange required Maintenance	☐	☐	☐
15	Long Term Maintenance Fund*	☐	☐	☐
16	Health & Safety – Hazard Register	☐	☐	☐
17(i)	Budget adopted and levy due date set	☐	☐	☐
17(ii)	Strata to pay standard/regular accounts	☐	☐	☐
18	Debt Collection regime	☐	☐	☐
19	Tax Agent	☐	☐	☐
20	Audit*	☐	☐	☐
21	Communication	☐	☐	☐
22	Minutes to be a record	☐	☐	☐
23	Tree Removal	☐	☐	☐

***** *Special Resolution required whilst all others require Ordinary Resolutions to pass*

Date:

Signature/s of eligible voter/s

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

Notes

1 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.

2 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.

3 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. If a general meeting is adjourned, an electronic vote relating to the meeting remains valid for the purpose of the reconvened meeting, unless the voter who cast the vote attends the reconvened meeting in person or by proxy.

4 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.

5 If the unit owner is a body corporate or an unincorporated body, the form must be signed by the representative (recorded in the register of unit owners) of the unit owner.

6 If the unit is owned by more than 1 person, every owner or his or her authorised representative must sign the form.