

**IN THE MATTER of the Unit Titles Act 2010 (“the Act”)  
AND**

**IN THE MATTER of a Certificate under Section 147(3) of the Act and Unit Titles Regulations 34**

**BODY CORPORATE NO 575779 (Wellington Registry)  
118-120 Victoria Street, Te Aro, Wellington**

**DOTH HEREBY CERTIFY in respect of the Owner of Principal Unit 208 being the stratum estate described in the Record of Title 1057549, that the information contained in this certificate is correct.**

- a) **THAT the contribution of the registered owner of the unit pursuant to section 121 of the Act has been determined as \$7,335.37 for the period 15 February 2024 to 14 February 2025.**
- b) **THAT the contribution is payable annually in advance on 15 February 2024 with interest accruing at the rate of 10% on any unpaid levies.**
- c) **THAT the owner has not paid contribution to the Body Corporate and there are not any legal proceedings instituted in relation to any unpaid charges due to the Body Corporate.**
- d) **THAT the vendor’s solicitor has undertaken to pay \$7,335.37 from the said owner to the Body Corporate as at the date of settlement of the sale of the unit.**
- e) **THAT as at the date hereof there are no metered charges due to the Body Corporate.**
- f) **THAT the Body Corporate has not performed any repair to the building elements or infrastructure contained in the unit in respect of which liability has been incurred by the owner.**
- g) **THAT the Body Corporate has not received any notice that any proceedings are pending against it in any court or tribunal.**
- h) **THAT there are not any proceedings initiated by the Body Corporate and pending in any court or tribunal or intended to be initiated by the Body Corporate in any court or tribunal.**
- i) **THAT there is no written claim by the Body Corporate against a third party that is yet to be resolved.**
- j) **THAT the operational rules (“rules”) of the Body Corporate are those recorded on Supplementary Record Sheet 1162246 (copy of the rules are attached) and that no changes have been made to the rules since the pre-contract disclosure statement was issued.**
- k) **THAT the buildings and other improvements are insured to their full insurable value under the provisions of sections 134 to 137 of the Act via AIBgroup, Insurance Brokers, with Vero Insurance New Zealand Ltd for the period 9 February 2024 to 9 February 2025. Additional information as follows:**
  - **The insurer can be contacted via AIBgroup, insurance broker, on shane@aibgroup.co.nz to obtain further details about the policy and to request the mortgagee’s interest by providing the Body Corporate number, unit number, full name of owner (name/company/trust etc), mortgagee and the date of settlement.**
  - **Refer to the attached coverage summary and/or certificate of insurance and/or insurance quotation to determine the type and amount of cover, the annual premium payable for the cover, the excess payable on any claim under the policy and any specific exclusions from the cover.**
  - **Refer to attached insurance documentation to determine the type and amount of cover, the annual premium payable for the cover, the excess payable on any claim under the policy and any specific exclusions from the cover.**
- l) **THAT the Body Corporate manager is Strata Title Administration Ltd, contactable on 09 307 3721 and bc@stratatitle.co.nz.**

**Dated this 8th day of February 2024**

**Signed by:  
BODY CORPORATE No 575779  
by its Body Corporate Manager  
pp Strata Title Administration Ltd**



**Kurt Thomas Gibbons as  
registered owner and sole  
director of 120 Victoria Limited  
dated 8 February 2024**

## **Schedule of Body Corporate Operational Rules**

### **Body Corporate 575779**

#### **Operational Rules**

#### **1. Interpretation of terms and rules binding on owners, occupiers, employees, agents, invitees, licensees and tenants**

- (a) Terms defined in the Unit Titles Act 2010 ("the Act") have the same meaning in these rules as they have in the Act, unless the context otherwise requires.
- (b) These rules are binding on all owners and occupiers of units in the unit title development as well as the employees, agents, invitees, licensees and tenants of all owners and occupiers of units in the unit title development.
- (c) "owner" has the same meaning in these rules as it has in the Act, and for the purposes of these rules it also includes occupiers of a unit in the unit title development and the employees, agents, invitees, licensees and tenants of all owners and occupiers of units in the unit title development unless the context otherwise requires.
- (d) In these rules unless the context otherwise requires:
  - (i) "Apartment Unit" means the units comprised in Records of Title 1057535 to 1057612 (inclusive) and 1131219 (Wellington Registry);
  - (ii) "Retail Unit" means the unit(s) comprised in Records of Title 1057531 to 1057534 (inclusive) and 1057939 (Wellington Registry).

#### **2. Interference and obstruction of common property**

An owner of a unit must not interfere with the reasonable use or enjoyment of the common property by other owners or obstruct any lawful use of the common property by other owners.

#### **3. Damage to common property**

- (a) An owner shall:
  - (i) not cause any loss, injury or damage to any part of the common property;
  - (ii) make good any such loss, damage or injury caused by the owner;
  - (iii) not obstruct nor install or place anything on the common property or any area providing access to the land.

- (b) The body corporate may remove anything installed or placed on the common property in breach of subclause 3(a)(iii) and recover the costs of any such removal from the owner or other person who installed or placed such thing on the common property.

#### **4. Use of facilities, assets and improvements within the common property**

- (a) An owner of a unit must not use any facilities contained within the common property, or any assets and improvements that form part of the common property, for any use other than the use for which those facilities, assets or improvements were designed and constructed and must comply with any conditions of use for such facilities, assets or improvements set by the body corporate from time to time.
- (b) Any part of the common property that is used as an entrance or accessway to the unit title development and any easement area giving access to the unit title development shall not be used by any owner for any other purpose than for entering or leaving the unit title development.

#### **5. Use of principal unit**

- (a) An owner of an Apartment Unit shall not use or permit the Apartment Unit to be used for any purpose other than for residential use. Should any owner or occupier of an Apartment Unit wish to use their unit for other uses, they shall obtain the prior written consent of the body corporate, provided always that the predominant use of such unit remains residential. If consent is given, that consent may at any time be withdrawn, revoked or modified with or without the imposition of any conditions required by the body corporate.
- (b) An owner shall not use nor permit the use of the unit for any purpose which may be illegal or injurious to the reputation of the units or any of them or the other owners or any of them.
- (c) An owner shall not use or permit the use of any Unit for the purposes of operation of a brothel or the provision of commercial sexual services or the operation of the business of prostitution within the meaning of those terms as contained in the Prostitution Reform Act 2003.

#### **6. Vehicle parking**

- (a) An owner of a unit must not park a vehicle or permit a vehicle to be parked on any part of the common property unless the body corporate has designated it for vehicle parking or the body corporate has given prior written consent.
- (b) The body corporate may remove a vehicle from the unit title development that the body corporate considers is parked in such a manner that is in breach of this rule 6, at the expense of the owner of the vehicle concerned and the body corporate shall not be liable for any resulting damage, loss or costs.

## **7. Aerials, satellite dishes and antennae**

An owner of a unit must not erect, fix or place any aerial, satellite dish, antenna or similar device on or to the exterior of a unit or on or to common property without the prior written consent of the body corporate, which shall not be unreasonably or arbitrarily withheld. The consent of the body corporate may be withheld, varied or revoked if the rights of another owner are adversely affected by the exterior aerial, satellite dish, antenna or similar device.

## **8. Signs and notices**

- (a) An owner of an Apartment Unit must not, without the prior written consent of the body corporate, erect, fix, place or paint any signs, nameplates or notices of any kind on or to the common property or on or to any external part of a unit.
- (b) Notwithstanding the foregoing, the original developer shall be entitled to erect signs advertising the units or any of them for sale without consent.

## **9. Contractors**

An owner of a unit who carries out any repair, maintenance, additions, alterations or other such work on a unit must ensure that any contractors or other such persons employed by the owner cause minimum inconvenience to all other owners and ensure that such work is carried out in a proper workmanlike manner.

## **10. Rubbish and pest control**

An owner of a unit:

- (a) must not leave rubbish or recycling material on the common property except in areas designated for rubbish collection by the body corporate, and where such material is left in a designated rubbish collection area it must not be left in such a way that interferes with the enjoyment of the common property by other owners;
- (b) must dispose of rubbish and recycling material promptly, hygienically and tidily using properly secured and sealed rubbish bags and ensure such disposal does not adversely affect the health, hygiene or comfort of other owners;
- (c) must not burn any rubbish anywhere on the common property or in any unit; and
- (d) shall keep the unit free of any vermin, pests, rodents and insects.

## **11. Cleaning and garden maintenance**

An owner of a unit must ensure the unit is kept clean at all times and any gardens, grounds, yards or paved areas within the unit are kept neat and tidy and are regularly maintained to a high quality and standard.

## **12. Cleaning and replacing glass**

An owner of a unit must keep clean all glass contained in windows or doors of a unit, and replace any cracked or broken glass as soon as possible with glass of the same or better weight and quality.

## **13. Lawns and gardens on common property**

An owner of a unit must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property or use any part of the common property as a garden for their own purposes.

## **14. Use of water services**

- (a) All things required for the provision of water supply, drainage, wastewater and sewage services to units or common property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, sink incinerators and dishwashers, must only be used for the purpose for which they were designed and constructed. If any owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence that owner shall pay for such damage, loss or costs.
- (b) An owner of a unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.

## **15. Washing / blinds / curtains**

- (a) An owner of a unit shall not hang any clothing, bedding or other articles on the outside or from the windows and/or balconies of the unit.
- (b) An owner of any unit will not hang internal curtains (visible from outside the unit) other than with neutral linings and ensure that only curtains are visible from the exterior of the building and that other blinds, awnings and other coverings are inside the curtain and not visible from the exterior of the building. The colour and design of all curtains or blinds must be approved by the body corporate. In giving such approval the body corporate shall ensure as far as 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 need shall arise (in the opinion of the body corporate) replace at the owner's own cost any curtains or blinds in the unit.

## **16. Security and ventilation equipment**

- (a) An owner of a unit shall comply at all times with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the unit.
- (b) An owner of a unit shall take reasonable precautions to ensure that burglar alarms are not activated unnecessarily or so as to cause disturbance or inconvenience to the occupiers of other units.

## **17. Floor coverings**

Except in kitchen, laundry, toilet or bathroom areas of an Apartment Unit, an owner of an Apartment Unit must ensure that all floor space in a unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the quiet enjoyment that could reasonably be expected by the owner of another unit.

## **18. Noise, behaviour and conduct**

An owner will not make or cause or permit to be made any noise or carry out or permit any conduct or behaviour which unreasonably interferes with the peaceful enjoyment by other owners of their units.

## **19. Pets**

- (a) An owner of an Apartment Unit shall be entitled to keep up to a maximum of two dogs or two cats per Apartment Unit, provided that such animal does not unreasonably interfere with the other owners' use and enjoyment of their units.
- (b) It shall be the responsibility of the owner or occupier of the Apartment Unit to ensure that any approved animal and its facilities shall be kept in a clean and tidy condition and that the keeping of such an animal shall not in any way interfere with the enjoyment of the building by any other owner or occupier of the units therein.
- (c) Notwithstanding rule 19(a) any owner of an Apartment Unit who relies on a guide, hearing or assistance dog may bring or keep such a dog in a unit, and may bring such a dog onto the common property.
- (d) The owner of any cat or dog permitted under rule 19(a) or 19(c) must ensure that any part of a unit or the common property that is soiled or damaged by the cat or dog must promptly be cleaned or repaired at the cost of the owner.
- (e) The Body Corporate may in its sole discretion put in place such measures, restrictions or requirements in relation to such cat and/or dog as the Body Corporate sees fit and reasonable (including, without limitation, a requirement that an offending animal be removed from the Common Property or any Unit) if the animal causes excessive noise, causes a nuisance and/or interferes with the enjoyment of the building by another owner or occupier of their units.

## **20. Security**

An owner of a unit must:

- (a) Keep the unit locked and all doors and windows closed and securely fastened at all times when the unit is not occupied, and do all things reasonably necessary to protect the unit from fire, theft or damage;

- (b) Take all reasonable steps to ensure any electronic security cards, security keys or security codes to a unit or common property are not lost, destroyed or stolen or given to anyone other than a registered owner, occupier or tenant of the unit to which the security card, security key or security code relates;
- (c) Not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property; and
- (d) Notify the body corporate as soon as reasonably practicable if rules 20(b) or (c) are breached.

## **21. Moving and Installing heavy objects**

An owner of a unit must not, without the prior written consent of the body corporate, bring onto or through the common property or any unit, or erect, fix, place or install in any unit, any object of such weight, size, nature or description that could cause any damage, weakness, movement or structural defect to any unit or common property, and any such damage caused or contributed to shall be paid for by the owner responsible.

## **22. Hazards, insurance and fire safety**

An owner of a unit must not bring onto, use, store, or do, in a unit or any part of the common property anything that:

- (a) Increases the premium on or is in breach of any body corporate insurance policy for the unit title development; or
- (b) Is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any territorial authority; or
- (c) Creates a hazard of any kind; or
- (d) Affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title developments.

## **23. Emergency evacuation drills and procedures and contact details**

- (a) An owner of a unit must cooperate with the body corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.
- (b) If the address and telephone number of an owner of a unit is different from that of the unit, then the owner shall provide the body corporate with the owner's address and telephone number.

## **24. Notice of damage, defects, accidents or injury**

Upon becoming aware of any damage or defect in any part of the unit title development including its services, or any accident or injury to any person in the unit title

development, an owner of a unit must immediately notify the body corporate. Any cost to repair any such damage or defect shall be paid by the owner that caused or permitted the damage or defect.

## **25. Leasing a unit**

An owner of a unit must:

- (a) Provide a full copy of these rules and a full copy of all future amendments to these rules to any tenant or occupier of the unit;
- (b) Provide the body corporate with written notice of the full name, phone number, cellphone number, email address and address for service for the purposes of the Act for the owner and for all tenants or occupants of the unit, and promptly notify the body corporate in writing of any changes to such details; and
- (c) Notwithstanding any other provisions contained in these rules, an Owner of an Apartment Unit will only lease, licence or grant a right of occupation of the Unit to a person or persons who will themselves physically occupy and reside in the Unit.

## **26. Fire Doors**

An owner must not open or cause to be opened any fire doors except when it is necessary for access, ingress and egress.

## **27. Exterior**

An owner shall ensure that any furniture or equipment placed or installed on a balcony is securely fastened in place at all times so as to minimise noise and to avoid such furniture or equipment becoming a danger, nuisance or annoyance to another owner or a danger to members of the public outside the building.

## **28. Lifts**

An owner must not use any of the lifts for any other use than the carriage of passengers (together with items capable of being carried by hand) and shall otherwise fully comply with the manufacturer's directions and the directions of notice or instructions displayed in any lift. Carriage of bulk items or large heavy objects in the lifts shall only be with the prior consent of the Body Corporate and which may be subject to such conditions as the Body Corporate thinks fit.

## **29. Roof**

An owner must not access or procure persons under their control to access the roof without the prior consent of the Body Corporate.

## **30. Retail Units**

- (a) Owners of a Retail Unit and persons under their control shall not use or allow their Unit to be used for any purpose other than for those lawful purposes



permitted under the District Plan, local authority planning requirements, or any other regulatory or licensing requirements for the legal conduct of the business.

- (b) Owners of a Retail Unit must comply with all local authority requirements for signage and obtain the prior consent of the Body Corporate to any signage or notices or displays on or to any part of the Common Property (which consent shall not be unreasonably withheld or delayed) and shall, in respect of all such signage, comply with the reasonable requirements or directions of the Body Corporate.
- (c) Notwithstanding anything else herein contained, owners of a Retail Unit shall be entitled to maintain air-conditioning units upon common property so long as they comply with all reasonable directions from the Body Corporate as to location, use and maintenance thereof. The responsibility for the servicing, maintenance, upkeep and repair of all such plant and equipment shall reside with the owner benefiting from the same.
- (d) An owner of a Retail Unit shall:
  - (i) Maintain a quality and tasteful standard in respect of the Retail Unit or any part of the Retail Unit comparable to other quality commercial retail shops and restaurants or cafes situated in the same area of Wellington;
  - (ii) Have the right to install and relocate internal partitions (but not structural walls) within the Retail Unit; and
  - (iii) Ensure that any signage installed is not offensive and is not of such a kind or type that is likely to bring the Building into disrepute.