



# **PAUANUI LAKES RESORT RESIDENTS ASSOCIATION INCORPORATED**

**CONSTITUTION - 5 July 2020**

## TABLE OF CONTENTS

### Contents

INTRODUCTION		
1.	NAME	1
2.	DEFINITIONS AND INTERPRETATION	1
3.	OBJECTS	4
4.	MEMBERSHIP	5
5.	MEMBERSHIP RIGHTS, OBLIGATIONS AND RESTRICTIONS	6
6.	LEVIES AND CHARGES	7
7.	BREACH OF OBLIGATIONS	8
8.	POWERS AND OBLIGATIONS OF THE SOCIETY	9
9.	LIMITATIONS OF THE SOCIETY	10
10.	COMMITTEE	10
11.	GENERAL MEETINGS	13
12.	VOTING	14
13.	GENERAL	15
SCHEDULE 1: Communal Assets Rules		18
SCHEDULE 2: The Resorts Rules		20
SCHEDULE 3: Membership Acknowledgement Form		22
SCHEDULE 4: Form of Covenant		24

## INTRODUCTION

### 1. NAME

The name of the Society will be Pauanui Lakes Resort Residents Association Incorporated.

### 2. DEFINITIONS AND INTERPRETATION

#### 2.1 Definitions: In this Constitution unless the context otherwise requires:

**"Act"** means the Incorporated Societies Act 1908;

**"Authority"** means any local body government or other authority having jurisdiction or authority over or in respect of any part of the Resort or its use;

**"Bank"** means a bank registered under the Reserve Bank of New Zealand Act 1989;

**"Base Levy"** means, for each Member, the Member's Proportion of the Operating Expenses;

**"Capital Improvements"** means structural repairs to, and the replacement or renewal of, the Communal Assets;

**"Committee"** means the committee members from time to time elected to manage the affairs of the Society pursuant to this Constitution;

**"Communal Assets"** means all land, buildings, plant, equipment, facilities and amenities owned, leased, licensed or otherwise held or operated by the Society including the rights to various services supply and conveyance, granted in favour of the Society by the Golf Course, pursuant to easement instrument SA10376661.4 (as the Society may determine) from time to time including all roads and walkways within the Resort and certain recreational facilities for use in conjunction with each Property;

**"Communal Assets Rules"** means the rules promulgated from time to time by the Society pursuant to clause 8.1 hereof regulating and controlling the use and enjoyment by Members of the Communal Assets, such rules as at the date of adoption of this Constitution being as set out in Schedule 1;

**"Constitution"** means this Constitution, as amended or added to including all schedules to this Constitution;

**"Covenant"** means the covenant registered or to be registered on each Owner's Title, whereby each Owner covenants, for the Owner and the Owner's successors in title from time to time in favour of the Society, in materially the form attached hereto as Schedule 4;

**"Default Interest Rate"** means four per cent above the Society's banker's overdraft rate applicable during the continuance of the default;

**"Expense Year"** means each 12 month period commencing on such balance date as the Committee from time to time sets;

**"Golf Course"** means the 18 hole golf course including the club house and associated facilities adjacent to the Resort but which does not form part of the Resort;

**"GST"** means goods and services tax charge in accordance with the Goods and Services Tax Act 1985;

**"Invitee"** means any invitee or any visitor to an Owner Or Occupier;

**"Member"** means any person recognised in accordance with this Constitution as holding a Membership;

**"Membership"** means a membership of the Society;

**"Member's Proportion"** means the percentage calculated by taking the total number of Properties owned by the relevant Member and dividing by the total number of Properties in the Resort;

**"Occupier"** means any person occupying any Property under any lease, licence or other occupancy right, whether formal or informal, and will be deemed to include all members of an Owner's immediate family;

**"Operating Expenses"** means the total sum of all rates, taxes, costs and expenses of the Society properly or reasonably assessed or assessable, paid or payable or otherwise incurred in respect of the Communal Assets and the operation of the Society and will include, but not be limited to the following:

- (a) all rates levied by any Authority which are at any time levied upon the Communal Assets or upon the Society in respect of the Society's interest in the Communal Assets or paid or payable by the Society as a result of the receipt of any money pursuant to this Constitution;
- (b) all premiums and costs payable by the Society in respect of all policies of insurance affected on the Communal Assets and all dwellings located on the Properties (if the Society determines that it will be advantageous to Members to insure dwellings on a global basis) for sums insured up to their full replacement value or, at the option of the Society, to their full value on an indemnity covered basis against loss, damage or destruction by such risks as the Society may deem necessary or desirable, including consequential loss and public risk liability;
- (c) the cost of operating, supplying, servicing, maintaining, inspecting, testing and repairing all services and utilities from time to time provided to Owners, including (without limitation) watering equipment and systems, any water features, waste water and sewage systems, communications equipment and systems (including without limitation, telephone, cable television and satellite television equipment and systems), firefighting and protection equipment and systems, emergency or other alarm services or systems, security and monitoring services and systems, electrical and plumbing services, waste and rubbish compression and disposal systems and the plant and equipment required for any of such or other services and systems;
- (d) all charges for lighting and power, and all other forms of energy incurred by the Society in connection with the Communal Assets, and other services or requirements furnished or supplied to the Communal Assets for the general benefit or purposes of the Communal Assets, including maintenance costs of lighting and power systems and equipment;
- (e) all sanitation costs in respect of the Resort, including the costs of removal and disposal of all waste and garbage from all properties contained in the Resort;
- (f) all costs for the provision, at intervals deemed appropriate by the Society, of security services to the Communal Assets or the Resort;
- (g) all costs of repairs, maintenance, renovations and landscaping of the Communal Assets;
- (h) all costs and expenditure (including the cost of attaining a necessary report) payable incurred or suffered by the Society in complying with the Society's obligations under the Building Act 1991;
- (i) any other Items of expense which the Society considers reasonably necessary to incur for the good management and appearance of the Communal Assets;

- (j) all costs of managing, controlling and administering the Communal Assets, when such costs consist of wages, contract payments, allowances or other emoluments paid to persons employed by or contracted to the Society;
- (k) all wages, allowances and other emoluments paid or allowed to employees engaged for any of the foregoing purposes together with all taxes and levies thereon;

but will exclude any costs payable in respect of Capital Improvements;

**"Owner"** means each person or corporation registered as a proprietor (whether individually or with others) of a Property, or as the context requires, each group of persons and/or corporations collectively registered as proprietors of a Property;

**"Owner's Title"** means the certificate of title issued for an Owner's Property;

**"Property"** means a residential property within the Resort for which a separate title has been issued;

**"Registrar"** means the person holding office from time to time as Registrar of Incorporated Societies in terms of the Act;

**"Resort"** means the Pauanui Lakes Resort comprising approximately 175 residential sections, 10 roading lots owned by the Society, and recreational and associated facilities that are owned or leased by the Society;

**"Resort Rules"** means the rules promulgated from time to time by the Society regulating and controlling the use and enjoyment by Members of the Resort, such rules as at the date of adoption of this Constitution being as set out in Schedule 2;

**"Services"** means water, waste water and sewage treatment, supply and conveyance services, provided by the Society to Members only, pursuant to rights granted in favour of the Society by the Golf Course pursuant to easement instrument SA 10376661.4 (the Society cannot supply the services to non-members, in accordance with the terms of the easement instrument);

**"Society"** means Pauanui Lakes Resort Residents Association Incorporated, an incorporated society under the Act; and

**"Special Resolution"** means a resolution of the Society in general meeting or a written resolution in lieu of meeting (or a combination of both where the resolution being voted on is exactly the same) in either case passed by a majority of not less than 75% of the Members of the Society entitled to vote and that have voted.

## 2.2 General Interpretation:

**2.2.1 Plural and Singular:** words denoting the singular will include the plural and vice versa;

**2.2.2 Gender:** one gender will include the other genders;

**2.2.3 Persons:** words denoting persons will include any Individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state, agency of a state, municipal authority, government or any statutory body in each case whether or not having separate legal identity;

**2.2.4 Joint and Several:** any covenant or agreement on the part of two or more persons will bind those persons jointly and severally;

- 2.2.5 General Statement:** reference to anything of a particular nature following upon a general statement will not in any way derogate from, or limit the application of the general statement, unless the particular context requires such derogation or limitation;
- 2.2.6 Month and Monthly:** any reference to "month" or "monthly" will mean, respectively, calendar month or calendar monthly;
- 2.2.7 Rules:** references to rules are references to rules in this Constitution;
- 2.2.8 Table of Contents and Headings:** the table of contents, the section headings and clause headings have been inserted for convenience and a quick guide to the provisions of this Constitution and will not form part of this Constitution or affect its interpretation in any way; and
- 2.2.9 Statutes and Regulations:** reference to any statute, regulation, ordinance or bylaw will be deemed to extend to all statutes, regulations or ordinances or bylaws amending, consolidating or replacing the same.
- 3. OBJECTS**
- 3.1 General:** The Society is formed to promote the following objects for the benefit of Members:
- 3.1.1 Ownership:** to provide for the ownership and continued ownership of the Communal Assets by the Society;
- 3.1.2 Management, Control and Use:** to provide a means whereby Members can use and enjoy the Communal Assets and the Properties and to provide for the management, control and orderly use of the Communal Assets and Properties when required;
- 3.1.3 Maintenance and Repair:** to provide for the proper operation, maintenance, repair, renovation and replacement of the Communal Assets;
- 3.1.4 Landscaping:** to provide for the proper landscaping of any landscaped area on any Communal Asset and to ensure that Members maintain their own Property's landscaping to a high standard;
- 3.1.5 Levying:** to provide for the levying of Members for the purpose of providing funds for and meeting the costs and expenses of the Society;
- 3.1.6 Services, Utilities and Facilities:** to provide Members with such services, utilities and facilities as the Society may from time to time deem appropriate or desirable;
- 3.1.7 Rule and Covenants:** the promulgation and enforcement of rules and covenants benefiting Members and the Resort generally; and
- 3.1.8 Resort Generally:** to undertake any other activity or work relating to the Resort and ancillary or incidental to the above objects, as the Society may from time to time resolve by Special Resolution.
- 3.2 Pecuniary Gain not to be an Object:** The Society does not have as an object the pecuniary gain by Members, and no Member will be entitled to receive any dividend out of any levy, fee, donation or other income or funds of the Society.
- 3.3 Members may Contract:** A Member may enter any agreement or understanding with the Society for the supply of any goods or services for such consideration and on such other terms and conditions as would be reasonable if that person were not a Member.

#### 4. MEMBERSHIP

4.1 **Membership:** The membership of the Society will comprise the Owners.

4.2 **Administration of Membership:** For the purposes of administering the membership:

4.2.1 **Covenant:** the Covenant will be noted against each Owner's Title in favour of the Society.

4.2.2 **Reinstatement of Covenant:** notwithstanding any other provision or rule contained within this Constitution, where the Covenant has been removed from, discharged off, or does not exist on, an Owner's Title for any reason whatsoever an Owner shall be in breach of this Constitution and may at the Society's sole discretion be removed as a Member of the Society and shall in any event not be entitled to use the Communal Assets or be supplied with the Services by the Society until the Covenant is reinstated, unless the Society by its Committee grants an exemption in writing, which shall be on the terms the Society shall in its sole discretion determine.

4.2.3 **Society Membership:** upon any Owner becoming registered as registered proprietor of an Owner's Title, such Owner will immediately join the Society as a Member, will reinstate the Covenant on the Owner's Title where it has been discharged, removed or does not otherwise exist, and will sign an acknowledgement of Membership in the form set out in Schedule 3 and will remain a Member in good standing throughout that Owner's term of ownership of the relevant Property.

4.2.4 **Acknowledgement:** any Member selling that Member's Property will be obliged to procure the incoming purchaser, acquiring the Property, to enter into, execute and deliver to the Society an acknowledgement of Membership in the form set out in Schedule 3, effective on the date that the incoming purchaser becomes the beneficial owner of the Property.

4.2.5 **Fee:** the Society will be entitled from time to time to set such reasonable fee in relation to the transfer of Membership from an outgoing Owner to an incoming Owner, as the Society will determine.

4.2.6 **Member Ceasing to be Owner:** upon a Member ceasing to be an Owner that Member will be deemed to have resigned from the Society with immediate effect, and will have no entitlement to the use and enjoyment of the Communal Assets or liability to contribute to costs and levies of Membership, provided:

(a) that until such Member complies with that Member's obligation under rule 4.2.4 and procures from the incoming purchaser the required acknowledgement of Membership, such Member will continue to be liable for all costs, levies and obligations of Membership; and

(b) that any Member who is deemed to have resigned from the Society under this rule, will not be relieved of any obligation or liability arising before that person ceased to be a Member.

4.3 **Register:** Each Owner will, immediately upon becoming an Owner (and thereafter as any details change), provide the Society with the details necessary for maintenance of the register of Members pursuant to rule 4.4 and will upon entry of the details into the register, become a Member.

4.4 **Register of Members:** The Society will maintain a register of Members recording:

4.4.1 **For each Member:** the name, address, email address, telephone number, and facsimile number (at home and at work) for each Member and similar details for a third party to be contacted in the event of absence or emergency;

- 4.4.2 For each Occupier:** the name, address, email address, telephone number, and facsimile number (at home and at work) for each Occupier and similar details for a third party to be contacted in the event of absence or emergency;
- 4.4.3 Membership:** the date upon which each Member became a Member;
- 4.4.4 Voting:** where there is more than one Owner of a Property, which of such Owners is entitled to vote in accordance with rule 12.1 and where a corporate Owner has appointed a representative pursuant to rule 12.2 the name and contact detail of that representative;
- 4.4.5 Notice:** where there is more than one Owner, which of such Owners is to receive notice in respect of anything concerning or connected with the Membership; and
- 4.4.6 Mortgagee:** the name, contact person, telephone number and facsimile of any person holding a mortgage over the Member's Property.
- 4.5 Not Assignable:** The rights, privileges and obligations of a Member are not assignable.
- 4.6 More than One Owner:** Notwithstanding anything inconsistent or to the contrary in this Constitution, if there is more than one Owner of a Property:
- 4.6.1 Collectively Constitute:** such Owners will collectively constitute one Member, and for all purposes of this Constitution, the liability of such Owners in relation to their Membership will be joint and several; and
- 4.6.2 Nominee:** such Owners will nominate one of their number to be their agent and:
- (a) such nominee will be deemed to be the agent of and acting on behalf of all such Owners; and
  - (b) where the Constitution requires notice in respect of anything concerning or connected with the relevant Membership to be forwarded by the Society, the Society will be deemed to have discharged its obligation to notify the Owners if it has given notice to the nominee.
- 5. MEMBERSHIP RIGHTS, OBLIGATIONS AND RESTRICTIONS**
- 5.1 Comply with Constitution and Rules:** Each Member agrees to promptly and fully comply with the terms of this Constitution, and the rules forming part of or attached to this Constitution, and to promptly and fully comply with the terms and any covenants given in favour of the Society by such Member (whether by encumbrance, separate deed or as noted against each Owner's Title).
- 5.2 Pay Base Levy:** Each Member agrees and acknowledges an obligation to pay levies and any other payments which may be due pursuant to the rules contained in this Constitution.
- 5.3 Right to Use Communal Assets:** Subject to compliance with rule 4.2 and the express terms of the Communal Assets Rules, each Member and Occupier will be entitled to make full use of the Communal Assets. Invitees will also be entitled to use the Communal Assets to the extent this does not adversely affect Member use and subject to any restriction imposed on Invitee use from time to time.
- 5.4 Suspension of Usage Rights:** In the event that any Member is in breach of this Constitution, and notice of breach is given to that Member under rule 7.2, and such breach continues unremedied for 7 days after such notice is given (provided that the seven day notification period may in the Society's sole discretion be abridged in the event the Society considers the same necessary) then, in addition to the consequences of that breach, the Society may give further notice to the Member suspending, for such time as the Society may determine, that Member's right to use the Communal Assets provided that nothing in this rule will relieve the Member from the Member's obligation to pay the Member's Base Levy, or any other moneys payable to the Society under the terms of this Constitution.



**5.5 Amendments to Communal Assets Rules:** The Society will be entitled from time to time by ordinary resolution of the Committee to amend the Communal Assets Rules.

## **6. LEVIES AND CHARGES**

**6.1 Base Levy:** Every Member will pay to the Society the Base Levy in accordance with the following provisions:

**6.1.1 Annual Estimates:** prior to or as soon as practicable after the commencement of each Expense Year, the Society will by written notice advise each Member of the Society's estimate of each Members Proportion of Operating Expenses for that Expense Year (adjusted as the Committee from time to time in its sole discretion deems fair and reasonable in respect of property ground maintenance, sewage, waste water and water supply and treatment services expenses, as between bare sections, villa units and houses) plus such contingency sum as the Society will, in its sole discretion, fix;

**6.1.2 Obligation to Pay:** each Member will, on the first of each month or of each quarterly period (as the Society will in its sole discretion from time to time determine) in each Expense Year, pay one twelfth or one quarter (as appropriate) of the Society's estimate applicable to that Expense Year (in the manner specified by the Society), provided that a Member shall always be entitled to pay the Society's estimate in full should the Member elect to do so;

**6.1.3 Annual Reconciliation:** as soon as practicable after the end of each Expense Year the Society will provide to each Member an itemised statement of the actual Operating Expenses for the previous Expense Year. If the Member's Proportion of actual Operating Expenses for the previous Expense Year is greater than the total for the monthly or quarterly payments made by the Member pursuant to rule 6.1.2, the Member will forthwith pay to the Society the difference. If the Member's Proportion of actual Operating Expenses for the previous Expense Year is less than the total of the monthly or quarterly payments made by the Member pursuant to Rule 6.1.4, the Society will credit the difference to the Society's estimate for the then current Expense Year; and

**6.1.4 Interim Payments:** if the Society has failed to advise a Member of the Society's estimate for an Expense Year before, the date the first payment is due under rule 6.1.2, the Member will on that date and every other date on which a payment is due, under rule 6.1.2, pay one twelfth or one quarter (as applicable) of the Society's estimate applicable to the previous Expense Year, on the Society's estimate for the Expense Year being advised to that Member:

- (a) rule 6.1.2 will apply thereafter;
- (b) if the aggregate of a Member's payments made under this rule during the Expense Year exceeds the aggregate of payments which should have been made under Rule 6.1.2, the Society will credit the difference to the Society's estimate;
- (c) if the aggregate of a Member's payments under this rule during the Expense Year is less than the aggregate of payments which should have been made under Rule 6.1.2, the Member will immediately pay the Society the difference.

**6.2 Special Levies:** The Committee:

**6.2.1** will from time to time fix such special levies to be paid on demand by each Member together with the monthly or quarterly instalments of the Society's estimate for that Member, to be set aside as a sinking fund to allow for and meet the costs of Capital Improvements; and

- 6.2.2** may from time to time fix such special levies, payable by each Member at such times as are set by the Society, as the Society considers are necessary for it to meet its obligations under this Constitution, and without limitation, such special levies may be raised in order for the Society to meet its commitment to technology set out in rule 8.6.
- 6.3** **Bond:** The Society may impose a Special Levy (“Bond”) on all new building works, against any damage incurred to any of the Association’s infrastructure or communal property during the build process. Such Bond shall be held in trust, and repaid less any outstanding damages once building and landscaping works are complete and any assessed damage rectified to the Association’s satisfaction.
- 6.4** **Right to Statements:** The Society will, on application by a Member, or any person authorised in writing by such Member, provide the Member or authorised person with a statement of the indebtedness of the Member to the Society calculated to the date specified in the application. The statement will show:
- (a) the Society's estimate of such Members Proportion of Operating Expenses for the current Expense Year;
  - (b) payments made by the Member on account of Operating Expenses in the current Expense Year;
  - (c) payments due from the Member on account of Operating Expenses in the previous and current Expense Years, and not paid by the Member; and
  - (d) any accumulated unpaid default interest.
- 6.5** **GST:** It is intended that the Society will be registered for GST.
- 7. BREACH OF OBLIGATIONS**
- 7.1** **Occupiers and Invitees:** A reference to an act or omission by any Member, will include any act or omission by any mortgagee in possession of that Member’s Property or any Occupier or Invitee to such Member’s Property. A Member must:
- 7.1.1 Advise the Society:** advise the Society of such details of the Occupiers of the Members Property as are requested by the Society;
  - 7.1.2 Procure Occupiers:** if required by the Society will procure such Occupiers before they enter into occupation of the Property to enter into a deed of covenant with the Society (in a form acceptable to the Society) covenanting to be bound by this Constitution;
  - 7.1.3 Ensure Compliance:** take all reasonable steps (including enforcing the terms of any lease) to ensure Occupiers comply with this Constitution;
  - 7.1.4 Terminate Occupancy:** in any case of persistent failure by an Occupier to comply with this Constitution, the Member will on demand by the Society, terminate the Occupier's right to occupy the Property;
  - 7.1.5 Attach a Copy:** ensure that a copy of this Constitution will be attached to every lease, licence or other document defining occupancy rights.
- 7.2** **Breach of Constitution:** In the event that any Member fails to pay any levy or any other moneys payable to the Society when due, or otherwise is in breach of any term of this Constitution (the "Offending Member"), then the Society may at any time give notice of such breach to the Offending Member and the following provisions will apply:

- 7.2.1 Failure to Pay Levies:** where the breach relates to a failure to pay any levies or any other moneys payable by the Offending Member, and the levies or moneys payable are in arrears and unpaid for 7 days (whether or not formal demand for payment has been made and without any formal demand being necessary), such levies or moneys will be payable on demand and will bear interest at the Default Interest Rate, computed on a daily basis from the due date until the date of payment in full;
- 7.2.2 Damage to Communal Assets:** where the default relates to any damage caused or permitted to be caused to any part of the Communal Assets, the Offending Member will, except to the extent the Society is able to obtain an indemnity payment under any applicable policy of insurance, forthwith pay to the Society the costs of making good such damage;
- 7.2.3 Failure to Maintain Property:** where the default relates to a failure of a Member to maintain its Property, as determined by the Committee in its sole discretion, and notice in writing has been given by the Society to the Member of the breach, the Society may after 10 working days of the notice being given and the breach not being remedied, enter onto the Property with its employees, agents or contractors and carry out such maintenance work as it sees fit to remedy the breach, the cost of such works will be payable on demand by the Member and will bear interest at the Default Interest Rate, computed on a daily basis from the due date until the date of payment in full;
- 7.2.4 Continued Default:** if such default continues for 7 days after notice is given by the Society to the Offending Member to remedy the default, the Society may do anything, including paying money, necessary to remedy the default; and
- 7.2.5 Recovery of Money and Expenses:** all money paid and expenses incurred by the Society (including any legal costs of the Society on a solicitor/client basis) in remedying, or attempting to remedy, any breach by an Offending Member of this Constitution, or incurred in the exercise, or attempted exercise, or enforcement or attempted enforcement of any power, right or remedy of the Society in respect of such breach, will be a debt due from the Offending Member to the Society.

## 8. POWERS AND OBLIGATIONS OF THE SOCIETY

- 8.1 Rules:** In the fulfilment of the purposes and objects of the Society, the Society through the Committee, will have the powers to promulgate, amend and distribute to Members, from time to time rules for the use of the Communal Assets and the Resort (including any restrictions on use for security, maintenance or other reasons), rules concerning the behaviour of Owners, Occupiers and Invitees, and rules governing the use of Properties.
- 8.2 Repair of Communal Assets:** The Society will ensure the proper operation, maintenance, repair, renovation and replacement of the Communal Assets, and will undertake such Capital Improvements as are necessary for this purpose.
- 8.3 Insurance:** The Society will effect and maintain all insurances as it considers prudent with respect to the Communal Assets, the Society's affairs and if the Society deems prudent, the dwellings on the Properties, and will meet all costs of such insurance (which will include all valuations and other professional fees required or deemed desirable for the purposes of such insurances and the cost of certificate relating to such insurances).
- 8.4 Service Contractors and Utility Suppliers:** The Society may, from time to time, nominate a service contractor with respect to security, landscaping or other such services as the Society considers desirable, or a utility supplier (with respect to the supply of utilities) to Properties as an exclusive service contractor or utility supplier to the Resort. Any Members wishing to contract for services within the Resort, or to have utilities supplied to a Property, will, where a service contractor or utility supplier has been nominated in respect of those services or utilities, only use that service contractor or utility supplier.

**8.5 Owner's Agent:** Upon application by an Owner to the Society, the Society may act as an Owner's agent in relation to any Occupier of the Owner, or any other person in, on or in connection with the Owner's Property, and do or omit to do all such things as the Owner's agent that are reasonable in the circumstances.

**8.6 Technology:** The Society is committed to securing the provision of utilities to Members by the best technology available, and will seek to upgrade such technology wherever possible.

## 9. LIMITATIONS OF THE SOCIETY

**9.1 No Indebtedness:** The Society will not borrow any money, other than short-term borrowing to cover any temporary shortfall in meeting the Society's obligations under this Constitution, except by Special Resolution.

**9.2 Purchase of Property:** The Society may borrow money and invest funds for the purchase of an Property, land, buildings or facilities within the Resort and may mortgage, charge or encumber such Property, land, buildings or facilities in order to secure such borrowing, provided that a Special Resolution is obtained prior to the transaction being entered into by the Society.

**9.3 No Encumbrances:** The Society will hold the Communal Assets in its own name and will not mortgage, charge, encumber, transfer or otherwise deal with such Communal Assets, except by Special Resolution.

**9.4 No Investments:** Subject to rule 9.2 above the Society will hold all funds with a Bank, and will not invest those funds other than by deposit with a Bank, except by Special Resolution.

**9.5 No Improper Use:** All Communal Assets designed for recreational purposes will be used only for such purposes. The Society may procure the noting of a restrictive covenant to that effect against the title for such facilities for the benefit of all Members.

**9.6 Application of Funds:** All money paid to the Society by Members in accordance with this Constitution is to be applied exclusively for the purposes of:

**9.6.1** owning, administering, maintaining, replacing and renewing the Communal Assets;

**9.6.2** managing and administering the Society and administering and enforcing this Constitution;

**9.6.3** providing services, utilities, facilities and benefits to Members of this Society; and

**9.6.4** such further or other incidental matters as the Committee may deem beneficial for Members of the Society.

## 10. COMMITTEE

**10.1 Powers:** The administration of the Society will be vested in the Society in general meeting and will be delegated to the Committee. The Committee may exercise all the powers, authority and discretions of the Society as permitted by this Constitution and do on its behalf such acts as they deem necessary or expedient. The powers, authority and discretions as exercised by the Committee are subject always to any limits which may from time to time be imposed by the Society. The Committee may delegate any of its power to committees consisting of such member or members of their body as they think fit. Any committee so formed will in the exercise of the powers so delegated conform to directions of the Committee.

**10.2 Bank Accounts:** The Society will establish a bank account, and any drawings on that account (including any cheque drawn on that account) will be made only under the signature of the chairperson and one other member of the Committee.

**10.3 Documents:** All documents and written announcements requiring execution on behalf of the Society must be signed by the chairperson.

- 10.4 Composition:** The Committee will comprise the following persons:
- 10.4.1 Chairperson:** A chairperson to be appointed by the Committee from their number;
  - 10.4.2 Treasurer/Secretary:** a treasurer/secretary, who will be selected by the Committee and does not have to be a Member and
  - 10.4.3 General Committee Members:** a minimum of five and a maximum of eight general Committee members, as determined by the Society in general meeting.
- 10.5 Committee Members:**
- 10.5.1 Election of Committee Members:** Subject to rule 10.4 the Committee, apart from the treasurer/secretary, will be elected by the Society at every annual general meeting, and may be elected at any other time by the Society in general meeting, provided that the Society will only elect persons as members of the Committee, and will not elect any person specifically as chairperson; and
  - 10.5.2 Eligibility for Election of Committee Members:** Persons who are eligible for election to the Committee are:
    - (a) any Member who is an individual person;
    - (b) the representative of a corporation which is a Member appointed pursuant to rule 12.2;
    - (c) where there is more than one person or corporation comprising the Member then only one of such persons or corporate representatives may be eligible for the Committee at any one time.
- 10.6 Tenure of Positions:** A Committee member will hold an elected position until the earliest of:
- 10.6.1** the next annual general meeting following election (when the Committee member will be eligible for re-election);
  - 10.6.2** the date written resignation from such position is received by the Society;
  - 10.6.3** an absence from more than three Committee meetings in one calendar year and upon the Committee voting in favour of removal;
  - 10.6.4** the date of removal from such position by the Society in general meeting; or
  - 10.6.5** the date of cessation of Membership.
- 10.7 Casual Vacancy:** In the event of a casual vacancy in any position on the Committee (whether caused by death, cessation of Membership or some other means) the remaining Committee members may appoint another Member to fill the vacancy until the position is filled by the Society in general meeting.
- 10.8 Duties of Treasurer/Secretary:** The treasurer/secretary will:
- 10.8.1 Convene General Meetings:** convene general meetings when requested to do so in accordance with this Constitution;
  - 10.8.2 Attend Meetings:** attend all meetings of the Committee and have full speaking rights at such meetings;

- 10.8.3 Give Notices:** give all notices required to be given by these rules or as directed from time to time by the Society or the Committee;
- 10.8.4 Keep Minutes:** keep minutes at all general meetings and Committee meetings and enter into the minute book:
- (a) the time, date and venue of such meeting; and
  - (b) all business considered and resolutions passed at such meeting.
- 10.8.5 Hold Common Seal:** hold in safe custody the common seal of the Society;
- 10.8.6 Receive all Monies:** receive all annual levies additional fees, and any other moneys paid to the Society;
- 10.8.7 Bank Account:** operate and maintain a current Bank account in the name of the Society;
- 10.8.8 Pay Accounts:** pay all accounts properly incurred by or on behalf of the Society;
- 10.8.9 Report to Society:** report immediately to the Society any Member who fails to pay any levies, additional fees or other money payable under this Constitution within the prescribed period;
- 10.8.10 Keep Financial Records:** keep all financial records and any security documents in safe custody;
- 10.8.11 Compile Accounting Records:** compile all proper accounting records from time to time as required by the Act or by the Committee which give a true, fair and complete account of the financial affairs and transactions of the Society; and
- 10.8.12 Compile Financial Statements:** compile the financial statements immediately following each financial year as required by the Act, and provide for the auditing of those records and the distribution of the audited financial statements to Members.
- 10.9 Conduct of Meetings:** The Committee may meet together, adjourn and otherwise regulate its meetings and procedures for conducting its business as it thinks fit. A majority of the members of the Committee from time to time, will form a quorum for a Committee meeting. No business of the Committee will be conducted at any time when less than a quorum is present at the same time and place. The Committee may meet at any time and the treasurer/secretary will, upon the request of the chairperson or any three Committee members, convene a meeting of the Committee.
- 10.10 Chairperson:** The Committee from time to time will appoint, remove and replace a chairperson for such term as it sees fit from one of their number to chair Committee meetings and otherwise exercise the powers of the chairperson as set out in this Constitution.
- 10.11 Casting Vote:** In the case of a tie in votes the chairperson may exercise a casting vote.
- 10.12 Seal:** The Committee will obtain a common seal for the use of the Society and will provide for its safe custody. The common seal will not be used except by resolution of the Committee. Every instrument to which the common seal is affixed will be signed by any two members of the Committee.
- 10.13 Voting:** Resolutions of the Committee will be passed by majority. Each Committee member will be entitled to exercise one vote, provided that the treasurer/secretary will not be entitled to vote. Notwithstanding any contrary provision in this Constitution, a resolution in writing signed by such of the Committee members as would constitute a quorum at a Committee meeting will be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and constituted.



**10.14 Resolution in Lieu:** A resolution of the Committee in lieu of a meeting authorised by these rules may consist of several documents in like form, each signed by one or more Committee members. A facsimile or scanned and emailed document of any such signed resolution will be as valid and effectual as the original signed document with effect from completion of its transmission.

**10.15 Validity of Committee's Actions:** All acts properly done by any meeting of the Committee or by a person acting as a Committee member, notwithstanding that it may afterwards be discovered that there was some defect in the appointment or continuance in office of any such Committee member, or that they were disqualified, will be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Committee member.

**10.16 Committee Minutes and Records:** The Committee will cause proper minutes to be kept of the proceedings of all meetings of the Society and of the Committee. All business transacted at such meetings signed by the chairperson will be accepted as a correct and accurate record of the business transacted at such meetings without any further proof of the facts contained in such minutes.

## **11. GENERAL MEETINGS**

**11.1 Annual General Meeting:** In addition to any other meetings in that year the Society will hold an annual general meeting each year. Not more than 15 months will elapse between the date of one annual general meeting and that of the next. The Committee will determine the time and place of each year's annual general meeting.

**11.2 Special Meetings:** A general meeting other than an annual general meeting may be requested by the Committee, or by written requisitions signed by not less than 25% of current Members. The secretary will call a special general meeting within 14 days of receiving an effective request.

**11.3 Powers of the Society in General Meeting:** The Society in general meeting may, by resolution, exercise all powers, authorities and discretions of the Society notwithstanding that any such power, authority and discretion may have been delegated to the Committee by or pursuant to this Constitution. Notwithstanding any contrary provision in this Constitution, a resolution in writing signed by 75% of the Members entitled to vote in person or by proxy at general meetings will be as valid and effectual as if it had been passed at a general meeting of the Society duly convened and constituted.

**11.4 Quorum:** No business will be transacted at any general meeting of the Society unless the quorum is present when a meeting proceeds to business. Quorums will be not less than 20% of all Members or 10 Members (whichever is the lesser) eligible to vote at general meetings, present in person or by proxy.

**11.5 Notice of General Meeting:** A notice of general meeting of the Society will be sent to every Member not less than 10 working days before the date of such meeting. Such notice will specify the date, time and venue of such meeting. In the case of a general meeting other than an annual general meeting such notice will specify all business and all notices of motions to be considered at such meeting. No business or notice of motion which is not specified will be discussed or transacted at such meeting.

**11.6 Failure to Give Notice:** The accidental omission to give notice, or the non-receipt of such notice by any Member, will not invalidate the proceedings at any such meeting.

**11.7 The Chairperson:** The chairperson at any general meeting will be:

**11.7.1** the chairperson of the Committee; or

**11.7.2** if the chairperson is not present or is unwilling to take the chair, then those Committee members who are present may choose one of their number to chair the meeting; or

- 11.7.3** if for any reason no chairperson is selected by the Committee any Member appointed by a majority of Members present in person or by proxy.
- 11.8** **Adjournment:** If a quorum is not present within half an hour from the time appointed for the holding of a general meeting convened on requisition of Members the meeting will be dissolved. In any other case the meeting will stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Committee will determine (such date not to be later than 14 days from the date of the adjourned meeting). If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present will constitute a quorum.
- 11.9** **Adjourned Meetings:** No business other than that business which might have been transacted at the meeting from which the adjournment took place, will be transacted at any adjourned meeting. Members will not be entitled to receive any notice in respect of adjourned meetings.
- 11.10** **Irregularity of Notice of Meeting:** An irregularity in notice of meeting is waived if all Members entitled to attend and vote at the meeting attend the meeting without protest as to the irregularity, or if all such Members agree to the waiver.
- 11.11** **Resolution in lieu:** A resolution of the Society in lieu of a meeting authorised by these rules may consist of several documents in like form each signed by one or more Members. A facsimile or scanning and emailing of any such signed resolution will be as valid and effectual as the original signed document with effect from completion of its transmission.
- 12. VOTING**
- 12.1** **One Member One Vote:** Each Member present at a general meeting of the Society (not at that time being breach of the Constitution) will be entitled to one vote for each Property of which that Member is a registered proprietor, which may be exercised either in person or by proxy. Where there is more than one Owner in respect of any within the Resort and such Owners are collectively a Member pursuant to rule 4.6 only one such Owner will be entitled to vote. In the absence of agreement between such Owners as to who will exercise this vote, the Owner appearing first on the certificate of title to the Property within the Resort will be entitled to exercise that vote. On the death of any Member, and pending the transfer of that Member's Property within the Resort the executor of that Members estate will be entitled to exercise that Member's vote.
- 12.2** **Corporation Representatives:** Any corporation which is a Member may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Society, and the person so authorised will be entitled to exercise the same powers on behalf of the corporation which that person represents as that corporation could exercise if it were an individual Member, and references in this Constitution to a Member being present in person will mean and include a representative appointed pursuant to this rule, and such person may also stand for election to the Committee.
- 12.3** **No Vote If Fees Unpaid:** Unless all annual levies and additional fees presently payable by the Member to the Society have been paid in full, the Member will not be entitled to vote at any general meeting of the Society, whether in the Member's own right or as a proxy for another person.
- 12.4** **Voting at Meetings:** At any general meeting:
- 12.4.1** **Put to Vote:** a resolution may be put to the vote by the chairperson or by any Member present at the meeting and entitled to vote;
- 12.4.2** **Voices or Show of Hands:** resolutions put to the vote will be decided on voices or a show of hands, unless a poll is demanded on or before declaration of the result of the voices or show of hands by:
- (a) the chairperson of the meeting; or



(b) at least five Members present in person or by proxy;

**12.4.3 Declaration by Chairperson:** in the case of a resolution put to the vote of the meeting by voices or a show of hands, a declaration by the chairperson that such resolution has been carried or lost or an entry to that effect in the Society's minute book, will be conclusive evidence of that fact, without further proof of the number or proportion of votes recorded in favour of or against such resolution;

**12.4.4 Majority:** resolutions will be passed by a majority of votes, except where Special Resolution or the unanimous resolution of all Members is required by this Constitution;

**12.4.5 Casting Vote:** in the case of a tie in votes, the chairperson may exercise a casting vote;

**12.4.6 Good Faith:** members will, in exercising any vote at any general meeting, or as a Committee member, exercise such vote in good faith with a view to ensuring that all Members are treated equally by the Society, and that each Member will bear that Member's proportion of all Operating Expenses and of all costs and expenses to be met by levies made by the Society under rule 6, irrespective of whether any expenditure by the Society benefits all Members; and

**12.4.7 Proxy Voting:**

(a) A Member may exercise the right to vote either by being present or by proxy.

(b) A proxy for a Member is entitled to attend and be heard and vote at a meeting of the Society as if the proxy were the Member.

(c) A proxy must be appointed by notice in writing signed by the Member and the notice must state whether the appointment is for a particular meeting or a specified term not exceeding 12 months.

(d) No proxy is effective in relation to a meeting unless a signed copy of the notice of appointment is produced before the start of the meeting.

**13. GENERAL**

**13.1 Dissolution:** The Society may be wound up in accordance with Section 24 of the Act. upon the winding up of the Society ownership of the Communal Assets will vest in any organisation which in the view of the Committee best represents the interests of the owners of the Properties, or if there is no such organisation then in the local authority having territorial jurisdiction over the Resort, or if the local authority is not prepared to accept the Communal Assets of the Society then they may be sold and the proceeds donated for such charitable purposes benefiting the people or the flora or fauna of the area as the Committee shall determine.

**13.2 Alteration of Constitution:**

**13.2.1 No Amendments:** this Constitution will not be amended, added to or rescinded except at an annual general meeting, or a general meeting convened for that purpose, and unless written notice of the proposed amendment, addition or rescission will have been given to all Members in accordance with this Constitution;

**13.2.2 Amendment by Special Resolution:** no rule, including this one, will be amended, added to or rescinded except by Special Resolution; and

**13.2.3 Acceptance by Registrar:** no such amendment, addition or recession will be valid unless and until accepted by the Registrar.

**13.3 Registered Office:** The registered office will be situated at a place nominated by the Committee.

**13.4 Liability of Members:**

**13.4.1 No Liability:** no Member will be under any liability in respect of any contract or other obligation made or incurred by the Society;

**13.4.2 Indemnity:** the Society will indemnify each Member against any liability properly incurred by such Member in respect of the affairs of the Society, to the extent of property owned by the Society;

**13.4.3 No Action Against Other Members:** no action in law or otherwise will lie in favour of any Member against any other Member or the Committee, or any Committee member in respect of any act or omission pursuant to these rules; and

**13.4.4 Wilful Default:** nothing in this rule will prevent an action in respect of any loss or expense arising from the wilful default of the person against whom such action is taken.

**13.5 Indemnity:** Each Member will indemnify and keep indemnified the Society from and against any action, claim, demand, loss, damage, cost, expense and liability which the Society may suffer or incur, or for which the Society may become liable in respect of or arising from any breach of this Constitution by the Member.

**13.6 Arbitration:** Any difference or dispute which may arise between a Member and the Society concerning this Constitution or any act or thing to be done, suffered or omitted under this Constitution, or concerning the construction of this Constitution will be referred to the arbitration of a single arbitrator if the parties can agree upon one, but otherwise to two arbitrators (one to be appointed by either party) and an umpire (to be appointed by the arbitrators before entering upon the reference). Any dispute, difference or question as to the jurisdiction of the arbitrator will be determined by the arbitrator. The arbitration will be conducted in accordance with and subject to the provisions of the arbitration statutes for the time being in force in New Zealand. Such arbitration will be a condition precedent to the commencement of any action at law.

**13.7 Approval:** Where in this Constitution any reference is made to the approval or consent of the Society:

**13.7.1 Sole Discretion:** such approval or consent will be given at the sole discretion of the Society;

**13.7.2 No Precedent:** no approval or consent given on any occasion by the Society will serve as a precedent for, or be binding in any way with respect to, any future application for consent or approval; and

**13.7.3 Prior Written Approval:** such reference will mean the prior written approval or consent of the Society.

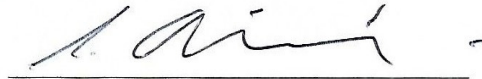
Alteration to Society Rules

This alteration to the Rules (shown as a complete copy) of the Pauanui Lakes Resort Residents Association Incorporated (Society Number 1107924) was passed by a special resolution at the annual general meeting of the Society on 5 July 2020 by a unanimous vote of the Members entitled to vote:

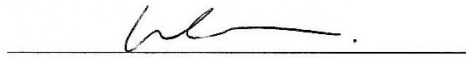
J C Henshall  
(Committee Member - Chairperson)



S Atkins  
(Committee Member)



W Bawn  
(Secretary)



## SCHEDULE 1

### Communal Assets Rules

#### 1. Use

##### 1.1 No Member will:

- (a) make any improper, offensive or unlawful use of any Communal Assets, and will use the Communal Assets only for the purposes for which they were designed;
- (b) fetter, obstruct or impede the use of any Communal Assets by any other Member;
- (c) place or do anything in or on Communal Assets otherwise than in accordance with the rules, terms and conditions of this Constitution, without the approval of the Committee; and
- (d) do any act which may void any insurance policy or which may prejudice or add to the premium payable in respect of any insurance of the Communal Assets.

#### 2. Prohibited Acts

##### 2.1 No Member will:

- (a) drop any litter in or on the Communal Assets;
- (b) do any act which detracts from the attractiveness or state of repair of the Communal Assets. Any Member who discovers any damage to the Communal Assets will immediately report such damage to the Committee;
- (c) pollute or contaminate or permit the pollution or contamination of the Communal Assets;
- (d) discharge onto or into the Communal Assets any poisonous, noxious, dangerous or offensive substance or thing; and
- (e) do, permit to be done, or fail to do anything that is not in compliance with any of the provisions of the Resource Management Act 1991 and any amendments thereto.

#### 3. Closing of Communal Assets

The Committee will be entitled to close any or all of the Communal Assets as the Committee considers necessary for safety or security reasons, or for the purpose of maintaining and repairing Communal Assets.

#### 4. Roads

No Member will park any vehicle on the roads or any other Communal Assets, other than in spaces specified by the Committee from time to time suitable for that purpose.

**5. Members to Comply with Acts and Regulations**

Each Member will, in the Member's use of the Communal Assets, comply with all statutes, ordinances, regulations, by-laws, planning decisions, resource consents and conditions, or other lawful requirements affecting or relating to the Communal Assets, or the use or occupation of the Communal Assets, and will also comply with the provisions of all requisitions, notices or orders made or given by any authority having jurisdiction in respect of the Communal Assets, or the use and occupation of the Communal Assets, and will keep the Society indemnified in respect of any non-compliance by the Member with the Member's obligations under this rule.

**6. Members to Comply with Special Instructions**

Each Member will also comply with any special instructions from time to time issued by the Society or any of its agents for the efficient, safe and harmonious use of the Communal Assets.

**7. Keys/Access Cards**

**7.1** No Member will make or retain any duplicates or copies of any keys or access cards relating to Communal Assets. Additional keys or access cards can be provided by the Committee on payment of the fee charged by the Committee. In the interests of effective security the Committee will have the right (at the Committee's sole discretion) to restrict the number of keys or access cards issued.

**7.2** No person will be allowed by any Member to use a key or access card, other than the Member and his or her Immediate family, or an Occupier of the Property of the Member within the Resort (as recorded in the register of members) and his or her immediate family.

**7.3** If any key or access card is lost, stolen, destroyed or mutilated the Member will immediately report such to the Committee.

**8. Members to be Responsible**

Members are liable for any damage to any Communal Assets caused by any Occupier or Invitee.

## SCHEDULE 2

### The Resort's Rules

#### 1. Conduct and Noise

- 1.1 No Member will engage in, or allow any person to engage in, any criminal activity within the Resort.
- 1.2 The Society reserves the right to exclude or evict from the Resort any person who in the opinion of the Society is under the influence of Intoxicating liquor, drugs or substances, or who in any manner acts in violation of the Constitution or these rules. This right can be delegated to a person appointed by the Committee.
- 1.3 No Member will burn any material or substance within the Resort or do anything which may create a fire hazard or contravene fire regulations.
- 1.4 There being no rubbish removal service available at the Resort, all Members are responsible for removal and disposal of their own, Occupier's or Invitee's rubbish (including any rubbish generated outside of their Property on the Resort, including the recreation centre) in a timely and responsible manner.

#### 2. Member's Property

- 2.1 **Maintenance:** Each Member will have the duty to keep each Property which they own and all improvements to those Properties (including all fences) in a well maintained and attractive condition and will not permit the accumulation thereon of unsightly rubbish or materials or in any other way permit the appearance of a Property to detract from the general standards established for the Resort. Without limiting the generality of the foregoing, each Member will arrange for regular watering, fertilising and cutting of grass areas, watering, fertilising and pruning of trees, removal of weeds and rubbish and the repair and maintenance of all buildings, driveways, footpaths and landscaping features upon that Members Property.
- 2.2 **Compliance with Statutes and Bylaws:** Each Member will at all times comply with the requirements of all statutes, regulations and local authorities, and will duly and punctually pay all rates, taxes, charges and other outgoings payable in respect of that Member's Property.
- 2.3 **Use:** No Member will use or permit to be used a Property for any purpose other than for residential use without the prior written consent of the Society, and in no case will a Property be used for a purpose not permitted under current local body planning requirements.
- 2.4 **Signage:** No Member will erect any notice or sign on a Property or the Communal Assets without the prior written consent of the Society.
- 2.5 **Security:** Each Member will properly secure that Members Property when it is not occupied.
- 2.6 **Pets:**
- 2.6.1 No Member will allow any animal, bird or pet (collectively "Pet") to cause a nuisance to any other Member.
- 2.6.2 No Member will allow any cat, dog or musteloid on to the Resort.
- 2.6.3 Each Member will be liable for the costs of repairing any damage caused by that Member's Pet(s).
- 2.6.4 No Member will allow any Property to become infested by vermin or insects.

- 2.7 Access:** Each Member will provide reasonable access to the Society, and its agents, representatives, employees and subcontractors, to, over and under the Member's Property for the installation, maintenance and/or repair of utilities (including, without limitation, cabled television, power, gas, telecommunications links and water and sewerage services) and Communal Assets.
- 2.8 Emergencies:** The Society and its agents, representatives and employees will be entitled to access on to the Member's Property in the case of an emergency in order to take appropriate and reasonable action in respect of an emergency.



Lot # \_\_\_\_\_

Villa # \_\_\_\_\_

Apartment # \_\_\_\_\_

# Pauanui Lakes Resort Residents Association Incorporated

*Society Number 1107924*

**Full Name of Member**  
(Name that appears on  
Certificate of Title)

---

**Name of Trust**  
(If applicable)

---

**Directors Names**  
(if applicable)

---

---

---

**Contact Details of Member**

**Ph Home:**

---

**Ph Work:**

---

**Ph Mobile:**

---

**Email:**

---

**Residential Address**

---

---

**Postal Address**

---

**Postal  
Code**

---

**Date of Membership**

(Settlement Date of Property)

---

**Solicitors Contact Details**

**Name**

---

**Telephone Number**

---

**Email**

---





**Representative of Corporate Member  
and/or Nominee of Multiple person  
member entitled to exercise**  
(Rules 4.4.4 & 4.4.5)

**Contact Person in Case of Members  
Absence**  
(Rule 4.4.1)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Mobile \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Mobile \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Mobile \_\_\_\_\_

**Occupier of Members Property**  
(Rule 4.4.2)  
**(TENANT)**

**Contact Person in Case of Occupier's  
Absence (if tenanted)**  
(Rule 4.4.2)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Mobile \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Mobile \_\_\_\_\_

**Membership Acknowledgement**

**To:** Pauanui Lakes Resort Residents Association Incorporated

**I/We** \_\_\_\_\_

(registered proprietor/name of membership holder)

**acknowledge that from** \_\_\_\_\_

(occupation of registered proprietor)

(date of acquisition of membership / settlement date of property)

**I/we hold a membership in the Pauanui Lakes Resort Residents Association Incorporated ("Society"),  
subject to the rules, terms, and conditions of the Constitution of the Society.**

**SIGNED by** \_\_\_\_\_

(Signature of Membership Holder)

**In the presence of:**

**Witness Name** (please print) \_\_\_\_\_

**Witness Signature** \_\_\_\_\_

**Address** \_\_\_\_\_

**Occupation** \_\_\_\_\_

## SCHEDULE 4

### Easement instrument to grant easement or *profit-à-prendre*, or create land covenant (Section 90A and 90F Land Transfer Act 1942)

**Grantor:** [Owner]

**Grantee:** Pauanui Lakes Resort Residents Association Incorporated

**Grant of Easement or *profit-à-prendre*, or Creation of Covenant:** The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A:**

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		[Owners Title]	Pauanui Lakes Resort Residents Association Incorporated (in gross)

**Covenant provisions:**

This provision applying to the specified covenants are those set out in the Annexure Schedule pages 24 to 30.

**Annexure Schedule:**

The Grantor HEREBY COVENANTS with the Grantee for the benefit of the Grantee and every other Owner (as defined herein) of land within the Resort (as defined herein) as a covenant running with the land that the Grantor will always observe and perform all of the covenants set out below:

**Building Covenants:**

1. The Grantor will not:
  - 1.1 erect or place or permit to be erected or placed or modified, altered, reconstructed or added to, on the Property, any building, garage, carport or accessory building or structure without:
    - a. First obtaining the approval of the Design Committee, to the plans of such dwelling and/or garage and/or accessory buildings and structures and the materials, finish and exterior colours to be used in the construction of the dwelling, garage, carport, accessory buildings and any other structure including fences, driveways and vehicle crossings (this approval shall not be unreasonably or arbitrarily withheld taking into account the standard conditions for building and development set out in clause 1.1b. and the requirements of the Thames Coromandel District Council for a consistent standard of quality building which suits the aesthetics of the Resort generally); and
    - b. Complying with the standard conditions for building and development relating to the Grantor's proposed dwelling, garage, carport, accessory buildings, fences, driveways and vehicle crossings, landscaping, and use of the Property, which the standard conditions for building and development are:
      - i. **Floor area.** No dwelling (excluding Villas) will have a floor area of less than 150m<sup>2</sup> (excluding garages, carports, decks and all detached buildings).

- ii. **Materials.** The roof shall not be constructed of unpainted corrugated iron or other metal (except in the case of copper) surface. Metal roofing (except where copper is used) shall be colour coated.
- iii. **Wall cladding.** No roofing material shall be used on external walls, except that corrugated metal may be used to a limited external. No sheet materials unless fully covered by proprietary plaster systems, or to achieve a board and batten effect or traditional Tudor effect. Wood fibre planks or boards shall only be used in place of timber weather boards provided they are used in a manner that will create a natural traditional timber weatherboard appearance.
- iv. **Windows.** No reflective or mirror glass shall be used. All glass facing onto a fairway, tee or green shall be glazed with the use of laminated glass.
- v. **Second-hand and recycled materials.** Second-hand or recycled materials may only be used by express permission of the Design Committee.
- vi. **Fences.** No fence shall be erected within 3 metres of the boundary of any street, Golf Course, or lake. Elsewhere, fences are discouraged unless natural materials are used that blend in with the landscape and garden, house character and style.  
  
Fences shall not be constructed of corrugated iron, sheet or panel steel, un-textured wood fibre/cement, plywood, or post and wire fencing. Fences shall not be more than 1.8 metres in height above finished ground level of the Property.
- vii. **Basement.** No pole houses shall be erected unless approved by the Design Committee. The Design Committee may only approve pole houses on Lots 31 to 36 and only if suitably landscaped and planted and such approval may be subject to special conditions. Sub-floor spaces and basements under houses and decks shall be enclosed or lined and in addition particular attention shall be paid to the screening of sub-floor spaces in the landscape plan.
- viii. **Siting of buildings.** No dwelling (excluding Villas), garage, carport, accessory building, shall be erected on the Property within 3 metres of any street, Golf Course, or lake boundary and 1.5 metres from each side boundary. (Note this condition is in addition to the bulk, location, height, day lighting and other standard imposed by the Thames Coromandel District Council and is subject to its consent notice [under section 221 Resource Management Act] on the titles of each lot and the Property).
- ix. **Height.** No dwelling, building or structure will be erected on the Property with an overall height in excess of 8 metres above the finished ground level of the land or exceeding one level in relation to dwellings constructed on lot numbers 4 to 8 Inclusive and lot numbers 149 to 152 inclusive, with approval of split levels and mezzanine levels on these sites at the full discretion of the Design Committee. This height limitation will not apply to the Villas.
- x. **Colour.** Colour schemes shall be submitted with the building plans for approval of the Design Committee. The colour schemes shall be of earthy tones, natural timber, natural stone, or colours that are subtle and blend in with the natural environment.

- xi. Landscaping and trees.** All landscaping shall be embodied in the plans and shall be sympathetic to the house, garage, and accessory buildings and the natural environment and ecology of the Resort. Plants used shall not contain any species that are or may be a particular threat to the ecology of the wetland. These include any listed in the Environment Waikato's Pest Management Strategy and Japanese honeysuckle, arum lilies, convolvulus, willow species, and swamp cypress.
- xii. Vehicle crossings and driveways.** The Property shall have a vehicle crossing and formed access for vehicles. Vehicle crossing of road berms (from the road carriageway to Property boundary) shall be completed in accordance with the Thames Coromandel District Council standards and specifications prior to the occupation of the house. The finished form and appearance shall be sympathetic to the finishing touches of the Resort and to the surrounding environment. Driveways, (from the Property boundary to the garage or carport) shall be formed in a permanent hard surface or gobi block. No driveway shall be left with a dirt, metal, low quality aggregate surface, or loose metal.
- xiii. Clothes drying lines and/or airers.** Clotheslines shall be located in a fenced area adjacent to a side boundary unsighted from the Golf Course or roadway. Clothes airers are not permitted to be visible from the Golf Course.
- xiv. Security.** No dwelling will be approved on any lot without a fully operative "Home Integrated Security System" as approved by the Design Committee.

- 1.2 further subdivide the Property;
- 1.3 allow grass or weeds on the Property to exceed 100mm in height or allow rubbish or waste material to accumulate on the Property or otherwise allow the Property to become unsightly.
- 1.4 allow the removal of soil from the Property except where It is necessary during the course of construction of the dwelling, garage, or accessory building, driveway and vehicle crossing;
- 1.5 use the Property or allow the Property to be used for any trading or commercial purpose, except for the provision of accommodation, nor erect or place or permit to be erected or placed upon the Property any advertisement, sign or hoarding of a commercial nature, except for the provision of accommodation. The Design Committee may approve a "home occupation" as defined and provided for under the Thames Coromandel District Council district plan. Home stays are not permitted;
- 1.6 erect or place or permit to be erected or placed upon the Property any dwelling which is removable or relocatable;
- 1.7 erect or place or permit to be erected or placed upon the Property any caravan, hut or shed to be used as a dwelling or temporary dwelling. Provided that the Design Committee may approve construction facilities for up to 6 months during the course of construction of a dwelling;
- 1.8 erect or place or permit to be erected or placed upon the Property an "A-Frame" type dwelling;
- 1.9 allow trees to grow to a height exceeding 4 metres on any part of the Property where a tree of any greater height will impede the views from any other lot in the Resort;
- 1.10 bring in or allow to remain on the Property any vehicle, equipment or machinery other than for the construction of the dwelling which is unsightly or which is likely to become a nuisance to the registered proprietors of the time being of any other lot in the Resort;
- 1.11 allow any wood or coal burning fires or burners in the dwelling or on the Property;
- 1.12 erect any aerial or satellite dish or place on or fix the same to any building on the Property;
- 1.13 allow any water tanks or gas bottles to be fixed to the outside of any building located on the Property;

- 1.14 allow any dwelling to be occupied until construction has been completed;
- 1.15 allow any animal onto the Golf Course;
- 1.16 allow any animal to be uncontrolled when on the Resort;
- 1.17 allow any cat, dog and/or musteloid onto the Property, or any lot in the Resort.

**General:**

- 2. The Grantor will have all building and construction work on the Property carried out by contractors approved by the Design Committee.

**Pauanui Lakes Resort Residents Association:**

- 3. The Grantor will:
  - 3.1 upon becoming registered as a proprietor of any estate in the Property immediately join as a member of the Society, and remain a member of the Society in good standing throughout the Grantor's ownership of the Property, and meet all levies and other lawful impositions levied by the Society;
  - 3.2 at all times comply with the constitution of the Society including the rules forming part of the constitution (the "Constitution");
  - 3.3 upon selling the Property procure the Grantor acquiring the Property to enter into, execute and deliver to the Society an acknowledgement of membership form effective from the date the Grantor becomes the beneficial owner of the Property; and
  - 3.4 if required by the Society, before granting any mortgage over the Property procure the intended mortgagee to enter into a deed with the Society (at the Grantee's cost) covenanting to comply at all times with the Constitution upon exercising any power as mortgagee.

**Damages:**

- 4. The Grantor will not have any claim in damages against the Grantee on account of:
  - 4.1 any refusal to grant approval to any plan under clause 1 above; or
  - 4.2 the grant of any approval for a dwelling on another lot unless the Grantee has acted dishonestly or has otherwise been motivated by pecuniary gain in relation to the giving of consent.

**Definitions:**

- 5. For the purposes of these covenants:
  - 5.1 "Design Committee" means the Society or a committee established by the Society for the purpose of approving and controlling any development on any lot contained in the Resort, or such other entity approved by the Society.
  - 5.2 "Resort" means the Pauanui Lakes Resort comprising approximately 175 residential lots, 10 roading lots owned by the Society and recreational and associated facilities that are owned or leased by the Society.
  - 5.3 "Property" means the Servient Tenement.

- 5.4** "Owner" includes any person from time to time registered (whether individually or with others) as a proprietor or proprietors of a lot within the Resort and includes the successors in title of an owner.
- 5.5** "Society" and "Association" means Pauanui Lakes Resort Residents Association Incorporated under number 1107924.
- 5.6** "Grantor" includes the Grantor and all successors in title to the land and includes each person registered as proprietor or proprietors of any part of the land.
- 5.7** "Villas" means the residential villas/terraced houses on the Resort as identified by the Society from time to time in its sole discretion.
- 5.8** "Golf Course" means the 18 hole golf course including the club house and associated facilities adjacent to the Resort but which does not form part of the Resort.