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**RULES OF THE
OMOKOROA VIEWS VILLAGE RESIDENTS' ASSOCIATION INCORPORATED**

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THE INCORPORATED SOCIETIES ACT 1908

RULES of the

OMOKOROA VIEWS VILLAGE RESIDENTS' ASSOCIATION INCORPORATED

1. NAME

The name of the Association is the **OMOKOROA VIEWS VILLAGE RESIDENTS' ASSOCIATION INCORPORATED**.

2. DEFINITIONS AND INTERPRETATION

Definitions

2.1 In these Rules, unless the context otherwise requires:

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

"**Access Lot**" means Lot 149 on Deposited Plan 449359 known as Vista Close.

"**Alterations**" means any improvements, alterations or additions to a Dwelling.

"**Annual General Meeting**" means the annual general meeting of the Association, convened and conducted in accordance with these Rules.

"**Association**" means the Omokoroa Views Village Residents' Association Incorporated.

"**Association's Estimate**" means the Association's estimate of the Operating Expenses for the relevant Expense Year, multiplied by the relevant Lot's Proportion together with such reasonable contingency sum as the Association may fix.

"**Board**" means the board of directors for the time being elected to manage the affairs of the Association pursuant to these Rules.

"**Bylaws**" means the rules of the Association contained in Schedule 1 as may be amended from time to time.

"**Budget**" means the total sum of all taxes, costs and expenses incurred by a Member or by the Association on behalf of the Members collectively, and properly assessed or assessable paid or payable in respect of Omokoroa Views Village and the operation of the Association on behalf of the Members but shall not include:

- (a) any such cost relating to any Lot which are the direct responsibility of the Member or Members being the registered proprietor(s) of that Lot;
- (b) local authority rates levied against individual Lots; and

any costs payable in respect of Capital Improvements

"**Capital Improvements**" means structural repairs to, and the replacement or renewal of, or any additions to, the Communal Facilities and any other facilities required to be maintained pursuant to the Consent Conditions.

"Chairperson" means the chairperson of the Association, appointed in accordance with these Rules.

"Consent Conditions" means the conditions imposed by the Western Bay of Plenty District Council in granting consent to the subdivision of Omokoroa Views Village.

"Communal Facilities" means all roads, power, telephone, water and wastewater services provided to the boundary of the Lot (except where owned by a utility services provider) together with any other facilities located in or on the Access Lot and/or the Village Green and which are intended for common use by all Members.

"Design Code" means the design code contained in Schedule 2, as amended from time to time in accordance with the Rules.

"Director" means a Voting Member (or where the Voting Member is a company, an officer of a Voting Member) appointed to the Board in accordance with these Rules.

"Dwelling" means any new building constructed or to be constructed on a Lot which complies with the Design Code and which may be comprised of a room or a group of rooms, used, designed or intended to be used exclusively by one or more persons as a single, independent and separate household.

"Emergency Levy" means any levy imposed by the Board on Members pursuant to Rule 5.4.

"Expense Year" means each twelve (12) month period commencing on 1 July and ending on 30 June, or such other twelve (12) month period as the Board from time to time sets and includes the broken period commencing on the date of incorporation of this Association, and ending on the 30 June next following.

"Invitee" means any Occupier, or any invitee, visitor or guest of a Member or an Occupier.

"Landscaping" means the design, placement and erection of any Permitted Ancillary Building(s) and any other activity that modifies or improves the visual features of the Lot (other than the Dwelling), including hard and soft landscaping, natural and human elements and, by way of example but without limitation, garden design, planting and layout, paving, structures such as screening or fencing and earthworks.

"Land Covenants" means the land covenants which are or will be registered against the computer freehold registers for each Lot.

"Landscape Areas" means those parts of the Lots and the Access Lot which the Association elects to maintain including the road frontages forming part of the Lots, the planted areas within retaining walls and those parts of the Access Lot which are landscaped, as generally shown on the Landscape Plan or as otherwise detailed by the Association from time to time.

"Lot" means Lots **17, 18, 20 - 45 and 47 - 51** (inclusive) on Deposited Plan 449359 and forming part of Omokoroa Views Village and **"Lots"** shall be construed accordingly.

"Lot's Proportion" means 1/33rd share or any varied proportion for any applicable Lot as determined by the Association in accordance with Rule 5.8.

"Manage" includes to operate, maintain, repair, renovate, improve, develop, replace and administer.

"Member" means any person who is a member of the Association in accordance with these Rules.

"Memorandum of Encumbrance" means the memorandum of encumbrance registered against the Lots securing payments of the Lot's Proportion of the Operating Expenses, and any Special Contributions and Emergency Levies under instrument No 9517807.1 (Land Information New Zealand)

"Objects" means the objects of the Association as set out in Rule 3.5.

"Occupier" means a person or persons occupying a Lot for an extended period of not less than 30 days.

"Offending Member" means a Member who has, or whose Invitee has, breached the Rules or Bylaws.

"Omokoroa Views Village" or the **"Village"** means all that land formerly contained in Lot 7 on Deposited Plan **430275**, being lots [17, 18, 20 - 45 and 47 - 51] (inclusive) on Deposited Plan 449359.

"Operating Expenses" means the total sum of all rates, taxes, costs and expenses incurred by a Member or by the Association on behalf of the Members collectively, and properly assessed or assessable paid or payable in respect of Omokoroa Views Village and the operation of the Association on behalf of the Members but shall not include:

- (c) any such cost relating to any Lot which are the direct responsibility of the Member or Members being the registered proprietor(s) of that Lot;
- (d) local authority rates levied against individual Lots; and
- (e) any costs payable in respect of Capital Improvements.

"Permitted Ancillary Building" means any buildings on a Lot, other than the Dwelling, which are ancillary to the use of the Dwelling and comply with the relevant provisions of the Design Code, including (without limitation), garden sheds and glasshouses.

"Registered Office" means the Registered Office of the Association for the time being, as determined in accordance with these Rules.

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

"Relevant Authority" means any corporation, including any governmental, local, statutory or non-statutory authority or body having jurisdiction over Omokoroa Views Village or any part of it.

"REVIEWER" means the person appointed in accordance with clause 19 of these Rules.

"Rules" means these rules as originally framed or as from time to time altered by resolution of the Association in terms of clause 26

"Seal" means the common seal of the Association.

"Secretary" means the secretary of the Association, appointed in accordance with these Rules.

"Subdivide" has its natural meaning and shall not be limited to but shall include the meaning ascribed to subdivision of land in section 218(1) of the Resource Management Act 1991 or any other enactment or regulation.

"**Treasurer**" means the Treasurer of the Association, appointed in accordance with these Rules.

"**Village Green**" means Lot 53 on Deposited Plan 449359.

"**Voting Member**" means the person entitled to exercise the vote for a particular Lot as determined in accordance with Rule 16.1.

"**Water Charges**" means the cost to the Association of supplying water and wastewater services to the Lot determined in accordance with clause 5.6.

"**Working Day**" means a day on which registered banks are open for customary retail banking business in Auckland, but does not include Saturday or Sunday.

Interpretation

2.2 Unless the context otherwise requires, in these Rules:

- (a) headings are inserted for convenience only and shall be ignored in construing any matter;
- (b) words denoting the singular number only shall include the plural and vice versa and words denoting one gender include both genders;
- (c) words denoting individuals shall include corporations and vice versa;
- (d) references to any legislation or to any provision of any legislation shall be deemed to be references to that legislation or provisions as from time to time amended, re-enacted or substituted and, unless otherwise stated, to New Zealand legislation and further, unless the context otherwise requires, shall also include any statutory instruments or regulations issued under any such legislation or provision;
- (e) references to a "**party**", "**person**" or "**entity**" includes a natural person, individual, firm, company, corporation, association, or other entity, whether incorporated or not and whether or not having a separate legal personality, and includes their respective successors, assigns, executors and administrators;
- (f) "**written**" and "**in writing**" includes all means of reproducing words in a tangible and permanently visible form.

3. OBJECTS

General

- 3.1 Each Lot is subject to the Land Covenants creating a building scheme, which scheme requires each registered proprietor of a Lot to be a Member of the Association. The Association has been established to manage and administer the improvements comprising the Communal Facilities, manage and implement the Landscape Plan, and manage and administer the Village Green and Access Lot for the benefit of all Members.
- 3.2 The Association through its Rules provides the mechanism for the regulation of Members' rights in relation to each of the other Members. The Association will, on behalf of the Members, comply with and enforce the Rules of the Association and the Land Covenants. No Member shall be entitled to take any action in law or otherwise against any other Member in respect of any matter or thing done or omitted to be done pursuant to these Rules or the Land Covenants. The Members explicitly waive their rights to take any such

action against the other Members for any alleged breach of the Rules or the Land Covenants. In the event of a Member wishing to claim against another Member due to an alleged breach of these Rules or the Land Covenants the Member shall raise the issue with the Board or at a general meeting for determination of the appropriate action to be taken by the Association (if any).

- 3.3 Each and every registered proprietor of a Lot shall be a Member.
- 3.4 The Members appoint the Board to manage the Village Green, the Access Lot and the Communal Facilities in accordance with the Rules. The Members agree to be bound by the Rules of the Association which constitute a binding agreement between the Members for the use and enjoyment of Omokoroa Views Village.

Objects

- 3.5 The Objects of the Association- are:
- (a) to maintain, preserve and enhance the character and amenity of Omokoroa Views Village as a residential community;
 - (b) to manage the Communal Facilities, including (without limitation) the levying of members for the Water Charges;
 - (c) to manage the Landscape Areas, Village Green and Access Lots; and
 - (d) to promulgate and enforce the Rules of the Association and the Bylaws, and to enforce the Land Covenants,
- all for the benefit of the Members.

Interpretation of Objects

- 3.6 In interpreting the Objects of the Association set out in Rule 3.5 each of the Objects, except where otherwise expressed or implied, shall be an independent main Object and shall in no way be limited or restricted by reference to or inference from any other Object or the name of the Association.

Pecuniary gain not an Object

- 3.7 The Association does not have, as an Object, the pecuniary gain of Members and no Member shall be entitled to receive any dividend out of any subscriptions, fees, donations or other income or funds of the Association in accordance with these Rules. This Rule shall not prevent any Member from entering into any agreement or arrangement with the Association for the sale or supply of any services or any property for such consideration as may be reasonable and which that person would be entitled to receive if not a Member.

4. MEMBERSHIP

Members

- 4.1 Only registered proprietors of a Lot may be Members.
- 4.2 Every registered proprietor of a Lot shall, for as long as they remain a registered proprietor of a Lot:
- (a) be a Member;

- (b) comply with the Rules; and
- (c) will perform the obligations of a Member.

4.3 A registered proprietor of a Lot shall resign and be deemed to have resigned from the Association immediately upon that Member ceasing to be the registered proprietor of a Lot. Such resignation shall not relieve a person of any obligation or liability arising before that person ceased to be a Member.

4.4 Each Member shall, immediately upon becoming a Member (and thereafter as any details change), provide the Association with the details necessary for maintenance of the register of Members pursuant to rule 4.5.

Register of Members

4.5 The Board shall maintain a register of Members recording:

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

No notice of trust

4.6 No notice of any trust express, implied or constructive will be entered on the register of Members.

Not assignable

4.7 The rights, privileges and obligations of a Member are not assignable.

Nomination

4.8 Where a company or other body corporate is a Member that company shall nominate a person being an officer of that company to represent the company in matters requiring the involvement of the company as a member of the Association. Nothing in this Rule shall relieve such company of its obligations to comply with the Rules.

Independent Mediator

4.9 In the event of a dispute between any member an independent mediator shall be appointed to resolve the dispute, such person to be agreed or failing agreement appointed by the President of the Bay of Plenty branch of the New Zealand Law Society.

5. OPERATING EXPENSES, LEVIES AND FINANCIAL YEAR

Levies

5.1 Prior to or as soon as practicable after the commencement of each Expense Year, the Board shall by written notice advise the Member(s) for each Lot of the Association's Estimate for that Expense Year applicable to the Members of the Lot.

Payment of levies

5.2 The Members of each lot on the first day of July will receive an invoice stating the Budget for the coming year.

5.3 **Statement of Operating of the Budget.**

A standard levy will be charged to cover all expenses for the coming year plus an amount to be held as a contingency fund.

Emergency Levy

- 5.4 The Board may from time to time borrow such sums as the Board shall determine from a New Zealand trading bank or other respectable institution in order to undertake emergency repairs and maintenance of any Communal Facilities, the Access Lot or the Village Green for which the Association is responsible. To meet the costs of such emergency items of repair and maintenance and any cost of borrowing incurred the Board shall thereafter fix an additional levy known as an Emergency Levy to be paid by Members on such terms and at such times as the Board shall determine. Any Emergency Levy payable by the Member(s) for each Lot, when expressed as a percentage of the total of Emergency Levy levied to Members on that occasion, must not exceed the Lot's Proportion.

Association to provide statement

- 5.5 The Association shall, 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 Association calculated to the date specified in the application. The statement shall show:
- (a) the Association's Estimate for the relevant Lot for the current Expense Year;
 - (b) any Emergency Levy levied in the current Expense Year;
 - (c) payments made by the Member or on behalf of the Member on account of Operating Expenses and if applicable Emergency Levies in the current Expense Year;
 - (d) payments due from the Member on account of Operating Expenses and if applicable Emergency Levies in the current Expense Year, and not paid by the Member; and
 - (e) any accumulated unpaid default interest.

Water Charges

- 5.6 The Association shall levy Members for water charges no less than four times a year and such charges shall be payable to the Association in the manner prescribed by the Association. The Association may levy each Lot for any costs or expenses incurred by the Association in supplying water and wastewater services to each Lot and any other costs charged to the Association by the entity which supplies the water and wastewater services to the Association based on the Lot's proportion of those costs and charges. Where there are individual water meters installed for each Lot the Association may enter onto the relevant Lot as required to read the water meter and may charge each Lot, as part of the Water Charges, for the water consumed by that particular Lot as indicated by the water meter. No Member may tamper with or cause or allow any damage to the water meters.

5.7 **Memorandum of Encumbrance**

In order to secure payment of the Lot's Proportion of the Operating Expenses, , Emergency Levies and any other sums due to the Association by any Member, a

Memorandum of Encumbrance has been registered against each of the Lots under instrument No 9517807.1 (Land Information New Zealand).

Variation of Lot's Proportion

- 5.8 Notwithstanding anything else contained in these Rules, the Association may vary the Lot's Proportion applicable to any Lot so that each Lot is responsible for paying a fair proportion of the Operating Expenses.

Multiple registered proprietors

- 5.9 Where there is more than one registered proprietor of a Lot, and therefore more than one Member for that Lot, each of the Members shall be jointly and severally liable for the payment of any amounts due to the Association in respect of that Lot.

Application of levies

- 5.10 All moneys paid to the Association by Members may only be applied in pursuance of, association with, or in relation to the Objects.

6. RULES AND BYLAWS

Compliance with Rules

- 6.1 Each Member agrees to comply promptly and fully with each and every Rule and Bylaw set out herein and made by the Association from time to time, and any further covenants given in favour of the Association by such Member.

Access Risk

- 6.2 Each Member acknowledges that they will take all reasonable care in using any of the Communal Facilities, Access Lot and the Village Green at Omokoroa Views Village. Each Member hereby confirms that all rights are exercised at the Member's own risk, or at the risk of the Member's Invitee (as the case may be) and the Member will not hold any other Member or their respective successors in title or the Association liable in any way for and loss, damage or injury sustained by that Member or Invitee.

7. BREACH OF OBLIGATIONS

Occupiers and Invitees

- 7.1 A reference to an act or omission by any Member shall include any act or omission by any mortgagee in possession of that Member's Lot or an Occupier. Each Occupier shall be deemed to have knowledge of the Rules and each Member is responsible and shall be held liable for acquainting the Occupier with the Rules. Each Member must take all reasonable steps (including enforcing the terms of any lease/licence) to ensure Occupiers comply with these Rules. In any case of persistent default by an Occupier in complying with these Rules, any Member shall on demand by the Association, terminate the Occupier's right to occupy the Lot. A copy of these Rules shall be attached to every lease, licence, or other document defining occupancy rights and any such document must contain an obligation on the Invitee to observe and comply with the Rules.

Consequences of breach

- 7.2 Upon any breach of these Rules or the Bylaws by a Member, or their Invitees ("**Offending Member**"):

- (a) If the breach continues for seven (7) days after notice is given by the Association to the Member in respect of the Lot for which the Offending Member is the registered proprietor to remedy the breach, the Association may do anything, including paying money, necessary to remedy the breach.
- (b) Where damage has been caused by the Offending Member to any part of Omokoroa Views Village the Offending Member shall immediately make good such damage at their own cost. Where the Offending Member is not the sole registered proprietor of a Lot, all other Members who are also registered proprietors of the Lot(s) owned by the Offending Member will be jointly and severally liable together with the Offending Member for such damage.
- (c) All money paid and expenses incurred by the Association (including any legal costs of the Association) in remedying, or attempting to remedy, any breach by an Offending Member of these Rules, or incurred in the exercise, or attempted exercise, or enforcement or attempted enforcement of any power, right or remedy of the Association in respect of such breach, shall be a debt due from the Offending Member and all other Members who are also registered proprietors of the Lot(s) owned by the Offending Member to the Association.
- (d) If any money payable by an Offending Member to the Association is in arrears and unpaid for seven (7) days (whether or not formal demand for payment has been made and without any formal demand being necessary) such money shall be payable on demand and shall bear interest at the rate of 5% above the Association's banker's overdraft rate (or in the absence of such rate such other benchmark lending rate (as nominated by the Board)) applicable during the continuance of the breach, computed on a daily basis from the due date until the date of payment in full.

8. CANCELLATION OF MEMBERSHIP

All Members

Without prejudice to the Association's rights and remedies against each and every Member as provided by Rule 7.2, any Member who fails to make due and punctual payments of the Lot's Proportion of the Operating Expenses, the Emergency Levies or any other sums due to the Association will be in breach of the terms of the Memorandum of Encumbrance which breach will give rise to an entitlement on the part of the Association through the Board to exercise the power of sale in favour of the Association in respect of the Member's Lot as provided for in the Memorandum of Encumbrance Under instrument No 9517807.1 (Land Information New Zealand).

9. OBLIGATIONS OF THE ASSOCIATION

Bylaws

- 9.1 The Association shall promulgate, amend and distribute to the Members from time to time bylaws governing the use of certain parts of Omokoroa Views Village by Members and the behaviour of Members, Occupiers and Invitees (including any restrictions on those rights of the use of part or all of the Village Green for security, maintenance or other reasons).

Repair of Communal Facilities

- 9.2 The Association shall ensure the proper management of any Communal Facilities for which the Association is responsible, and shall undertake any Capital Improvements as are necessary for this purpose.

Services

- 9.3 The Board shall, among other things, procure that:
- (a) suitably qualified individuals are engaged for the maintenance of the Communal Facilities;
 - (b) suitably qualified individuals are engaged for the maintenance of the Village Green and the Landscape Areas (including perimeter hedges);
 - (c) the Rules are enforced; and
 - (d) the Land Covenants, Consent Conditions and Bylaws are complied with.

10. ADMINISTRATION AND SECRETARY

Administration

- 10.1 The administration of the Association shall be vested in the Association in general meeting, and shall be delegated to the Board and the Secretary, as provided in these Rules.

Signing Documents

- 10.2 All documents and written announcements requiring execution or signing on behalf of the Association must be signed by the Chairperson, Treasurer or the Secretary (and in the case of a Secretary which is a body corporate, by a duly authorised representative of that body) and if required to be signed as a deed, have affixed the common seal of the Association.

Confidentiality

- 10.3 Neither the Chairperson nor any Member shall, at any time (including after ceasing to be a Member) disclose any of the following information, other than in the manner set out in clause 10.4:
- (a) any details of the proceedings of the Association in general meeting, the Board and/or any committee or subcommittee of the Board;
 - (b) any information disclosed by one Member to another, in connection with the affairs or proceedings of the Association, on a confidential basis;
 - (c) the terms of reference, results or any details as to the preparation of any reports or research undertaken by or on behalf of the Association;
 - (d) any details as to the accounts, agenda for meetings, minutes or any other written material relating to the affairs or proceedings of the Association; or
 - (e) any intellectual property which may be or which becomes at any time the property of the Association,

- (f) Except to the extent that such disclosure:
- (g) is authorised by resolution of the Association in general meeting;
- (h) or is already in the public domain other than as a result of a breach of this clause;
- (i) is required by law.

Disclosure

- 10.4 Any of the confidential information referred to in Rule 10.3 of these Rules, if released either in whole or in part, shall be released:
- (a) to the persons, at the times, upon the terms, and in the form determined from time to time by the Board in its absolute discretion; and
 - (b) by the Chairperson, or the Secretary or such Director as the Board may authorise for such purpose, on behalf of the Board.

Appointment of Secretary

- 10.5 The Secretary shall be the person (who need not be a natural person) appointed by the Board from time to time upon such terms as the Board considers appropriate in its absolute discretion.

Duties of Secretary

- 10.6 The duties of the Secretary shall include:
- (a) convening Annual General Meetings and other general meetings of the Association when required to do so in accordance with these Rules and likewise convening meetings of the Board and of all committees and subcommittees (if any) of the Board;
 - (b) giving all such notices as the Association in general meeting or the Board may instruct or which the Association may be required to give to Members in the manner provided in these Rules;
 - (c) keeping minutes of all meetings of the Association and of the Board and all committees and subcommittees (if any) of the Board and entering the same in the minute book kept for that purpose.

10.7 Duties of Treasurer

- (a) performing or supervising the performance of the clerical work for, and the maintenance of proper records of, the Association;
- (b) maintaining a membership register for the Association;
- (c) giving all such notices, certificates or information to the Registrar as may be required by the Act or by the Registrar pursuant to the Act;
- (d) issuing and receiving correspondence on behalf of the Association;
- (e) receiving all fees, subscriptions, levies and other moneys paid to the Association and issuing receipts;
- (f) opening and operating a current bank account in the name of the Association;

- (g) making such deposits and investments in the name of the Association as the Board may determine from time to time;
- (h) paying all accounts and making all advances passed for payment by the Board;
- (i) keeping all financial records of the Association and ensuring their safekeeping together with any security documents;
- (j) reporting to the Board any Member who shall fail to pay fees, subscriptions or other moneys properly payable by that Member within the prescribed period; and
- (k) preparing and submitting to the Reviewer an annual statement of accounts and balance sheet.

11. BOARD OF DIRECTORS

Number of Directors

- 11.1 The Board shall consist of no fewer than three (3) and no more than five (5) Directors.

Eligibility

- 11.2 Only Voting Members, or where the Voting Member is a company, an officer of a Voting Member, shall be eligible to be Directors.

12. APPOINTMENT/RETIREMENT OF DIRECTORS

Duration of Directorship

- 12.1 Subject to clause 12.3, a Director shall hold elected position until the earlier of:
- (a) the next Annual General Meeting following election (when the Director shall be eligible for re-election);
 - (b) the date written resignation from the Director is received by the Association;
 - (c) the date the Director is removed from such position by the Board or the Association in a general meeting; or
 - (d) the date the Director ceases to be a Voting Member, or where the Voting Member is a company, the date the Director ceases to be an officer of the Voting Member or the date the company ceases to be a Voting Member.

Appointment of new Directors

- 12.2 Directors will be elected, re-elected or dismissed at general meetings of the Association by not less than 50% of the total votes of all eligible Voting Members present in person or by proxy in the manner prescribed by these Rules.

Casual vacancies on Board

- 12.3 In the event of any casual vacancy on the Board (whether caused by the death, resignation, or ineligibility of a Director or by some other circumstance) the Chairperson shall call for written nominations and, if necessary, conduct a written ballot to fill such casual vacancy at the earliest reasonable opportunity. For the avoidance of doubt, the

appointment of any Director as Chairperson shall not create a casual vacancy on the Board.

Reimbursement for expenses only

- 12.4 Directors shall not be entitled to any remuneration for their services as such, but Directors shall (with the approval of the Board) be entitled to reimbursement for reasonable expenditure by way of travelling and accommodation expenses and other out-of-pocket expenses incurred in connection with the business of the Association (other than for attending meetings).

13. POWERS OF THE BOARD

Management of Association

- 13.1 The affairs of the Association shall be managed by the Board, which may exercise all powers of the Association and do on behalf of the Association all such acts as it may deem necessary or expedient to achieve the Objects of the Association and as are not by these Rules required to be exercised or done by the Members in general meeting. The Board may exercise such authorities powers and discretions as may by these Rules be vested in the Board, but subject always to any limits which may from time to time be imposed by the Members by a resolution described in Rule 15.3 in general meeting on the exercise by the Board of any such powers.

Powers of Board

- 13.2 To achieve the Objects of the Association the Board may (without limitation to the generality of clause 13.1):
- (a) make all necessary arrangements for the undertaking of any Capital Improvements in accordance with an annual budget approved by the Members in general meeting;
 - (b) manage any Communal Facilities for which the Association is responsible, the Access Lot and the Village Green;
 - (c) contract with, employ or otherwise procure the services of any person, persons, firm, company or other organisation for the purpose of achieving the Objects. This includes but is not limited to procuring the services of security firms, architects, landscape architects, environmental consultants and such other professional advisors as the Board may determine from time to time;
 - (d) enforce compliance with the Land Covenants;
 - (e) levy Special Contributions or Emergency Levies on the Members required in order to exercise its powers under these Rules;
 - (f) raise money from reputable established lending institutions in order to carry out the Objects of the Association;
 - (g) appoint a manager in order to perform such administrative functions as the Board may deem appropriate for such periods of time and for such terms and conditions (including salary) as it may deem appropriate; and

- (h) establish any committee(s) needed to ensure the Objects are met by the Association and may delegate any of their powers to such committee(s). Any committee so formed shall in exercise of the powers so delegated conform to the Rules and any directions of the Board.

14. PROCEEDINGS OF THE BOARD

Conduct of Meetings

- 14.1 The Board may meet together, adjourn and otherwise regulate its meeting and procedures for conducting its business as it thinks fit. A quorum shall consist of a majority of the Directors. No business of the Board shall be conducted at any time when less than a quorum is present at the same time and place. The Board may meet at any time and the Secretary shall, upon the request of the Chairperson or any three Directors, convene a meeting of the Board.

Chairperson

- 14.2 The Board shall appoint, remove and replace a chairperson from one of their number and for such term as it sees fit to chair Board meetings and otherwise exercise the powers of the chairperson set out in these Rules.

Chairperson's vote

- 14.3 The Chairperson has one vote as a Director but may not exercise a casting vote.

Voting

- 14.4 Resolutions of the Board shall be passed by majority. Each Director shall be entitled to exercise one vote. Notwithstanding any contrary provision in these Rules, a resolution in writing signed by the Directors as would constitute a quorum at a meeting shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and constituted.

Validity of Board's actions

- 14.5 All acts properly done by any meeting of the Board or by any person acting as a Director, notwithstanding that it may afterwards be discovered that there was some defect in the appointment or continuance in office of any such Director, or that they were disqualified, shall be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director.

Board minutes and records

- 14.6 The Board shall cause proper minutes to be kept of the proceedings of all meetings of the Association and of the Board. All business transacted at each such meeting and the minutes of such meeting signed by the Chairperson shall 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.

15. GENERAL MEETINGS

Annual General Meeting

- 15.1 The Association shall in each year hold an Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling

such meeting. Not more than eighteen (18) months shall elapse between the date of one Annual General Meeting and that of the next. Each year's Annual General Meeting shall be held at such time and place as the Board shall determine.

Other General Meetings

- 15.2 A general meeting other than an Annual General Meeting shall be convened by the Secretary whenever required by the Chairperson or the Board or by written requisition signed by not less than 50% (17) in number of current Members.

Powers of the Association in General Meeting

- 15.3 The Association in general meeting may, by resolution of not less than 50% of the Members present and voting at such meeting, exercise all powers, authorities and discretions of the Association notwithstanding any such power, authority or discretion may have been vested in the Board by or pursuant to these Rules.

- 15.4 Quorum

No business shall be transacted at any general meeting of the Association unless a quorum is present when the meeting proceeds to business. A quorum shall be not less than 30% (10 Members) of all eligible Voting Members at a general meeting, present in person or by proxy

- 15.5 Notice of General Meeting

A notice of general meeting of the Association shall be sent to every Member in the manner provided in Rule 17.1 not less than 10 working days before the date of such meeting. Such notice shall specify the date, time and venue of such meeting. In the case of a general meeting other than an Annual General Meeting such notice shall specify all business and all notices of motion to be considered at such meeting and no business or notice of motion which is not specified shall be discussed or transacted at such meeting. Notwithstanding any contrary provision, the requirements of this clause relating to notice and limiting the business to be transacted at any meeting may be modified in any particular case with the consent in writing of all Members entitled to attend a meeting of the Association (provided that the modification of such requirements for any given meeting shall not be so construed or deemed to affect such requirements in any respect of any other meeting of the Association).

Failure to give notice

- 15.6 The accidental omission to give notice to or the non-receipt of any notice by any Member or any other person entitled to such notice shall not invalidate the proceedings of any general meeting to which such notice relates provided that the Chairperson has been provided with such notice.

Chairperson of General Meetings

- 15.7 The Chairperson shall be entitled to chair any general meeting of the Association at which he or she is present. If the Chairperson shall not be present or being present shall be unwilling to take the chair then those Directors who are present may choose one of their number to chair such meeting or if for any reason no chairperson is selected by such Directors then those eligible Voting Members at that meeting may elect any person entitled to be present as chairperson of that meeting

Adjournments

- 15.8 If within half an hour from the time appointed for the holding of a general meeting a quorum (17 Members) is not present, the meeting if convened on requisition of Voting Members, shall be dissolved. In any other case it shall 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 Board shall determine. If at such adjourned meeting a quorum (17 members) is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum.

16. VOTES OF MEMBERS

One vote per Member

- 16.1 At a general meeting of the Association, each Lot is entitled to one vote, which vote is entitled to be exercised by the Voting Member for that particular Lot. There shall only be one Voting Member in respect of each Lot.

Voting Members

- 16.2 Only a registered proprietor of a Lot or where the registered proprietor of a Lot is a company, an officer of that company, are entitled to be Voting Members. Where there is only one registered proprietor of a Lot that registered proprietor shall constitute the Voting Member in respect of that Lot. Where there are two (2) or more registered proprietors of a Lot then the registered proprietors of that Lot shall advise the Association which of those registered proprietors is the Voting Member for that particular Lot. If the registered proprietors fail to advise the Association accordingly or if there is otherwise any doubt regarding the Voting Member for a particular Lot then the Chairperson may, in his or her sole discretion, chose to nominate one of the registered proprietors of that Lot or the company officers of a registered proprietor of that Lot to be the Voting Member for the Lot, or to accept a vote by one of the registered proprietors or the company officers as a vote by the Voting Member for that Lot.

One vote per Voting Member

- 16.3 Each Voting Member present at a general meeting of the Association shall be entitled to one vote per Lot for which that person is the Voting Member, which may be exercised either in person or by proxy. A Voting Member may vote by fax, or email, by, where appropriate addressing such correspondence to the Secretary prior to the general meeting. The Secretary shall advise the Chairperson of the vote so long as the Secretary is satisfied that the vote is made by the Voting Member, that the Voting Member is aware of what the vote is for and the likely effect of that vote.

No vote if Associations Estimate, Special Contribution, Emergency Levies or other sums unpaid

- 16.4 Unless all sums presently payable by any Member to the Association have been paid in full, such Member shall not be entitled to vote at any general meeting of the Association, whether in his or her own right or as a proxy for another person.

Form of Proxy

- 16.5 The instrument appointing a proxy shall be in writing and signed by the appointer and, in all other respects, shall be in such other form as the Board may determine from time to time. A proxy must be:

- (a) the Chairperson; or

- (b) a Member, or an employee, officer, agent or shareholder of a Member, where that proxy is entitled to vote in its, his or her own right at the relevant general meeting.

Delivery of instrument appointing proxy

- 16.6 The instrument appointing a proxy shall be delivered to the Registered Office before the time fixed for holding the meeting or adjourned meeting at which the person named in such instrument is authorised to vote, failing which the instrument appointing a proxy shall not be treated as valid.

No appointment

- 16.7 No proxy may be appointed by a Voting Member, unless all sums presently payable by a Voting Member to the Association have been paid in full.

17. NOTICES

Form

- 17.1 All notices and other communications required under these Rules shall be in writing and shall be delivered by hand or by properly addressed prepaid or airmail postage or sent by facsimile or email transmission and, in the case of notices to or communications with:

- (a) the Chairperson, the Secretary or the Board, shall be addressed to the intended recipient, at the Registered Office.

Time of delivery

- 17.2 Any notice or communication given in terms of clause 17.1 shall be deemed to have been delivered:

- (a) in the case of delivery by prepaid or airmail postage, if:
- (i) posted within New Zealand to a destination within New Zealand, Nine (9) working days after posting;
 - (ii) posted within New Zealand to a destination outside New Zealand Nine (9) working days after posting;
 - (iii) posted outside New Zealand to a destination within New Zealand, Nine (9) working days after posting;
- (b) in the case of transmission by facsimile, on receipt by the sender of a transmission report showing full transmission free of error to the intended recipient; and
- (c) in the case of transmission by email where the party sending the email produces a printed copy of the email which evidences that the email was sent to the recipient.

- 17.3 The Association shall not be held liable in any way for failure to give notice to any Member provided it has delivered such notice by any means specified under these Rules to the last address provided by the Member to the Association.

18. ACCOUNTS

Accounts to be kept

- 18.1 The Board shall cause proper accounts to be kept with respect to:
- (a) all sums of money received and expended by the Association and the matters in respect of which the receipts and expenditure take place;
 - (b) any sales and purchase of goods by the Association; and
 - (c) the assets and liabilities of the Association.

Treasurer to keep accounts

- 18.2 The Association's accounts shall be kept by the Treasurer (or such other person as may from time to time be designated by the Board) who shall produce them to the Board or any Director, on demand.

Accounts at Board and General Meetings

- 18.3 The Treasurer shall from time to time cause to be prepared and to be laid before the Board and/or the Association in general meeting such income and expenditure accounts, balance sheets and reports as are from time to time required by the Board, and shall in any event cause to be prepared and laid before the Association in general meeting an annual income and expenditure account, balance sheet and report.

Financial statements

- 18.4 Financial statements of the Association shall comply with the Financial Reporting Act 1993 and shall be Reviewed annually and distributed to Members as soon as is reasonably practicable after each audit is completed and, in any event, no later than five (5) months after the end of the relevant Expense Year.

Copies to Members

- 18.5 A copy of all balance sheets, accounts and reports which are to be laid before the Association in general meeting, together with a copy of the Reviewer's report (if any), shall be sent to every Member not less than 10 working days before the date of the relevant general meeting. Copies of the most recent financial statements shall be made available to a prospective purchaser of a Lot within five (5) working days of receipt by the Association of a request by the Member who is proposing to sell their Lot.

19. REVIEWER

- 19.1 A Reviewer who shall be a member of a New Zealand Association of Accountants shall be appointed and shall hold office until he or she resigns or is replaced at an Annual General Meeting of the Association. The Reviewer shall Review all accounts, balance sheets, and financial reports of the Association prior to each year's Annual General Meeting.

20. REGISTERED OFFICE

- 20.1 The Registered Office shall be at such place as the Board shall from time to time determine.

21. COMMON SEAL

- 21.1 The Board shall obtain a common seal for the use of the Association and shall provide for its safe custody. The common seal shall not be used except by resolution of the Board, or with the authority of the Chairperson exercised in accordance with Board policy. Every instrument to which the common seal is affixed shall be signed by the Chairperson and one Member of the Board, or by the Chairperson and the Secretary.

22. CHEQUES, BILLS ETC.

- 22.1 All cheques, bills of exchange and promissory notes shall be signed, drawn, made accepted or endorsed (as the case may be) for and on behalf of the Association by the Chairperson, the Secretary or by some other officer authorised by the Board, or in such other manner as the Board determines from time to time.

23. INDEMNITY

- 23.1 No action in law or otherwise shall lie in favour of any Member against any other Member or the Board, any Director, or the Treasurer in respect of any matter or thing done or omitted to be done pursuant to these Rules, notwithstanding any irregularity or informality in the observance of these Rules (except in respect of any loss or expense arising from the wilful default of the person against whom such action is taken).

24. LIABILITY OF MEMBERS

- 24.1 No Member shall be under any liability in respect of any contract or other obligation made or incurred by the Association.

25. CLAUSE PREVENTING PAYMENTS AND UNRESTRICTED BENEFITS TO MEMBERS

- 25.1 No member or person who is associated with a member of the organisation shall derive any income, benefit or advantage from the organisation where they can materially influence the payment of the income, benefit or advantage. The exceptions are where it is derived from:
- 25.2 professional services to the organisation carried out in the course of business that are charged at a rate that is not greater than current market rates, or Interest on money lent at a rate that is not greater than current market rates.

26. ALTERATION OF RULES

- 26.1 The Rules shall not be amended, added to or rescinded except by resolution supported by not less than 75% (24 Members) of the total votes of all eligible Voting Members at a general meeting, present in person or in proxy, and unless written notice of the proposed amendment, addition or rescission shall have been given to all Members in accordance with these Rules. No such amendment, addition or rescission shall be valid unless and until accepted by the Registrar.
- 26.2 Notwithstanding Rule 26.1 the following Rules may not be amended without the consent of the Western Bay of Plenty District Council:
- (a) Rule 4.4a and

(b) Rule 5.6

26.3 Inland Revenue must approve any addition to or alteration of the aims/objects, payments to the member's clause or the winding-up clause. The provisions and effect of this clause shouldn't be removed from this document and shall be included and implied into any document that replaces this document.

26.4 **Winding up**

The Association may be wound up in accordance with section 24 of the Act.

Any property left after the Association has been wound up or dissolved, and all its debts and liabilities paid shall not be paid to or distributed among the members of the Association. It must be given or transferred to another organisation or body with similar objectives, or to some other charitable organisation or purpose within New Zealand.

SCHEDULE 1 BYLAWS

1. USE OF LOTS

- 1.1 The Lots shall be used for residential purposes only.
- 1.2 No commercial activities of any nature to which the general public are invited shall be conducted on the Lots. These Bylaws shall not prevent a Dwelling from being leased to Occupiers for residential purposes.
- 1.3 The Member must not bring on to, raise, breed or keep any animals or livestock on the Lots other than a maximum of three common domesticated pets (including by way of an example, but without limitation, dogs or cats). The Member must ensure that any domesticated animals on the Lot do not cause any nuisance, disturbance or unreasonable disruption to Members and the other Member's Occupiers.

2. COMMUNAL FACILITIES, ACCESS LOT AND VILLAGE GREEN

- 2.1 Members and the invitees shall have the right to use the Communal Facilities, the Access Lot and the Village Green for the purpose for which they were intended and designed, in accordance with these Rules, any easements or encumbrances registered against the titles to the Access Lot and Village Green, and any Bylaws which may be passed by the Association regulating the use of the Communal Facilities, the Access Lot or the Village Green.
- 2.2 The Association may from time to time restrict access to certain Communal Facilities or to parts of the Access Lots on the Village Green if certain areas become unsafe or maintenance work is required.
- 2.3 No Member shall do or allow any act which detracts from the attractiveness or state of repair of the Communal Facilities, the Access Lot or the Village Green (including ensuring all fouling of pets is appropriately dealt with). Any member who discovers any damage to the same shall immediately report such damage to the secretary.

3. BUILDINGS ON LOTS AND LANDSCAPING

- 3.1 No building of any kind, including any tent, shed, or other temporary building, improvement or structure of any kind, or any prebuilt, transportable, relocatable or existing building shall be placed on a Lot, other than:
- (a) one (1) Dwelling per Lot, which must be designed and constructed in accordance with the Design Code contained in Schedule 2;
 - (b) one (1) Permitted Ancillary Building per Lot, which must be designed and constructed in accordance with the Design Code contained in Schedule 2;
- 3.2 The design and construction of a Dwelling and a Permitted Ancillary Building on a Lot, Alterations to such Dwelling and Landscaping may only be undertaken in a proper and tradesman-like manner and strictly in accordance with:
- (a) the Design Code contained in Schedule 2 (subject to any specific exemptions consented to by the Board pursuant to clause 3.4 of the Bylaws);
 - (b) an approval issued by the Board pursuant to clause 3.3 of the Bylaws;

- (c) the current district plan and any resource consent issued by the Relevant Authority; and
- (d) the Building Code and any building consent issued by the Relevant Authority.

3.3 The Member must not obtain any building consent or resource consent, or commence site works, pegging out or preparation works for the construction of a Dwelling on a Lot, Alterations to such Dwelling and/or Landscaping of a Lot, unless the Member has first:

- (a) submitted to the Board a full copy of the plans and specifications for the proposed Dwelling, Permitted Ancillary Building, Alterations or Landscaping that the Member proposes to lodge with the Relevant Authority to obtain all other necessary consents for the proposed Dwelling, Permitted Ancillary Building, Alterations or Landscaping (if consents from the Relevant Authority are not required then the plans and specifications submitted to the Board must be of sufficient detail to enable the Board to make the assessments required in subclause (b) below); and
- (b) obtained the Board's written approval of those plans and specifications, which approval shall not be unreasonably delayed or withheld provided that:
 - (i) the plans and specifications show that the proposed Dwelling or Landscaping (as applicable) will comply with the Design Code contained in Schedule 2;
 - and
 - (ii) the plans and specifications indicate that the Dwelling, Alterations or Landscaping (as applicable) conforms to a standard which, in the reasonable opinion of the Board, is desirable, appropriate and fitting for the neighbourhood.

3.4 The Board may in its absolute discretion exempt any Member from compliance with any aspect of the Design Code.

3.5 The Member must not deviate from the plans and specifications approved by the Board pursuant to clause 3.3 of the Bylaws without the prior written approval of the Board.

4. CONSTRUCTION

4.1 The Member shall complete:

- (a) the construction of the Dwelling or Permitted Ancillary Building on the Member's Lot (including obtaining a code compliance certificate for the same if applicable) within 6 months of commencement of the foundation work for the Dwelling;
- (b) the construction of a driveway or vehicle access (including obtaining a code compliance certificate for the same if applicable) within 9 months of the commencement of the foundation work for the Dwelling;
- (c) all fencing and other Landscaping (including the laying of any areas of lawn) within 9 months of the commencement of the foundation work for the Dwelling.

4.2 If the Member commences Alterations, then such Alterations must be completed within 4 months of commencing such works.

- 4.3 During the construction of any Dwelling, Permitted Ancillary Building, Alterations or Landscaping on the Lot (as applicable), the Member shall have regard to the rights of the other Members and the other Member's Occupiers to quiet enjoyment of their Lots and in so doing, shall:
- (a) take all reasonable steps to ensure at all times that:
 - (i) dust, sand and other debris from the Lot are placed in a container bin situated on the Lot and do not cause a nuisance to Members and the other Member's Occupiers;
 - (ii) any surplus fill, topsoil, clay or similar that has been excavated for removal from the Lot is removed immediately upon excavation; and
 - (iii) due allowance is made for adequate current and future drainage of all excess stormwater from the Lot;
 - (b) reinstate, replace and be responsible for all costs arising from damage to any other Lots, roads or footpaths caused directly or indirectly by the actions of the Member; and
 - (c) not use any temporary structures or other items referred to in sub clause 3.1 for the purpose of any permanent or temporary accommodation.

5. APPEARANCE AND MAINTENANCE

- 5.1 The Member must maintain the Lot, the Dwelling, any other structures on the Lot, the Landscaping and any road frontage adjoining the Lot in a neat and tidy condition.
- 5.2 The Member must maintain any painted or stained exterior surfaces which form part of the Dwelling or the Landscaping, including carrying out re-painting or re-staining as necessary.
- 5.3 The Member must not:
- (a) permit any rubbish to accumulate or be placed on the Lot;
 - (b) permit the growth of any noxious weeds or the excessive growth of grass so that the same becomes long and unsightly;
 - (c) erect any signs on hoardings on any Lot other than one advertisement, sign or hoarding (no greater in size than 600cm x 900cm unless prior approval from the Board has been obtained) which advertises the Lot for sale by a real estate agent;
 - (d) erect or allow to remain on the Lot any external clothesline which is highly visible from a road;
 - (e) install or allow to remain on the Lot any letterbox which does not comply with the relevant provisions of the Design Code or is not aesthetically sensitive, in terms of design and location, to the Dwelling nor allow the build up of circulars or other mail in the letterbox;
 - (f) regularly locate any caravan, motor home, boat or recreational, trade or commercial vehicles or trailers, or any other trade equipment, materials or machinery on the Access Lot, adjacent road or footpath; nor

(g) bring on to or allow to remain on the Lot any caravan, motor home, boat or recreational, trade or commercial vehicles or trailers, or any other trade equipment, materials or machinery unless garaged or screened from the Access Lot, adjacent road and neighbouring Lots.

5.4 The Member must ensure that any attachments to any Dwelling or Permitted Ancillary Building (including, without limitation, television antenna, Sky satellite dishes and solar hot water panels) are constructed so that they are discretely integrated with the relevant building and are not highly visible from the road or any neighbouring Lot.

6. LANDSCAPE AREAS

6.1 Without limiting their own obligations under these Bylaws each Member must allow the Association and the Association's contractors reasonable access to the Lot to carry out maintenance of the Landscape Areas which the Association elects to maintain.

SCHEDULE 2

DESIGN CODE

The provisions of this Design Code shall apply unless the Board has granted a specific exemption pursuant to clause 3.4 of the By-laws.

7. CONFIGURATION

- 7.1 The floor area of the Dwelling must not be less than 100 square metres over brick (inclusive of internal garage, but exclusive of carports, basements, attics, porches, decking and breezeways).
- 7.2 The Dwelling must have a pitched roof with eaves. Roofs may contain a mix of both pitched and flat elements provided that the scale and appearance of the overall Dwelling reflects a predominately pitched roof design. Roof pitches may range between 20 and 30 degrees for the main elements of the roof. Pitches shall be pitched both ways forming a ridge.
- 7.3 Garages must be incorporated into the Dwelling.

8. EXTERIOR FINISHES

- 8.1 Exterior wall elements of the Dwelling are to be clad in one or more of the following primary materials:
- (a) kiln fired or concrete brick;
 - (b) stucco textured or solid plaster;
 - (c) stone;
 - (d) painted or stained, linear or timber weatherboards; and/or
 - (e) concrete block or poured concrete, but only where the surface has been textured at the time of construction in such manner as to fully cover the base material.
- 8.2 Exterior colours of the Dwelling are to be from palettes of greys, natural or earthy colours in keeping with the core brick colours from Austral Bricks Noosa Range of Muscat Tan, Limestone, Silver or Sandstone or others as approved by the Board.
- 8.3 Timber weatherboard features are to be consistent in colouring with timber weatherboard features on other houses in the Village.
- 8.4 The roofing of the Dwelling must be clad in one of the following materials:
- (a) concrete tiles;
 - (b) pressed metal tiles with stone chip tiles; or
 - (c) asphalt shingle stone chip.
- 8.5 All roofs must be pre-finished in factory colours and within grey to black in colour range, or others as approved by the Board.

8.6 No external plumbing shall be exposed, other than water taps, down pipes, air vents, heat pumps or similar service requirements.

9. LANDSCAPING

9.1 Any driveway, vehicle crossing or vehicle access to be constructed on a Lot must consist of a permanent continuous surfacing of exposed aggregate as detailed in the Landscape Plan and not exceed 5 metres wide.

9.2 All fencing shall be:

- (a) constructed as an ebony black horizontal batten timber fence as detailed in the Landscape Plan; and
- (b) not greater than 1.8 metres high when measured from ground level or the top of a retaining wall, as applicable.

9.3 No fence greater than 1.2 metres high shall be erected on the Lot within 4 metres from:

- (a) a boundary with the Village Green;
- (b) any road; or
- (c) the retaining wall that faces Omokoroa Road or Margaret Drive as applicable with respect to Lots 17, 18 and 20 to 29 (inclusive).

9.4 Trees or other vegetation to be planted or grown on the Lot must not:

- (a) exceed a maximum height of 2 metres for hedges or screening; nor
- (b) exceed a maximum height of 5 metres for trees; nor
- (c) have aggressive root structure that could harm retaining walls, paving, structures or other vegetation in close proximity without being properly controlled.

9.5 Hedges and screening plants shall be comprised of *Griselinea littoralis* "broadway mint" plantings, unless the approval of the Board is obtained.

9.6 Each Lot must have boundary hedges which must be:

- (a) (in so far as practicable) located and true to the distances from Lot boundaries as shown set out on the Landscape Plan;
- (b) true to the species and genus *Grisilinea littoralis* "broadway mint" planted at 700 millimetre centres;
- (c) clipped to a height of 1.2 metres above ground level; and
- (d) continuous except for pedestrian or vehicle crossings.

9.7 Letter boxes must be:

- (a) black in colour;
- (b) a Comparto style letterbox from Post Impressions in Katikati. In the event that the Comparto style letterbox is no longer available then a comparable letterbox.

10. PERMITTED ANCILLARY BUILDINGS

10.1 Any Permitted Ancillary Building on the Lot must be:

- (a) not more than 6 square metres in floor area;
- (b) set back a minimum of:
 - (i) 6 metres from the hedge centre of any boundary with the Village Green or any road frontage; and
 - (ii) 4 metres from the retaining wall that faces Omokoroa Road or Margaret Place as applicable with respect to Lots 17, 18 and 20 - 29 (inclusive);
- (c) adequately screened from all roads and any neighbouring properties in Omokoroa Views; and
- (d) built of either treated timber, pre-painted colour steel or other materials, which together with the colour schemes, complement the Dwelling on the Lot.

These are the new rules with the changed sections made before me
this

8 day of October 2020

Board Chairperson

Sign

Print

T. B. BOYD
THOMAS BYRON BOYD.

Treasure

Sign

Print

ROGER HARRY PETERS

Secretary

Sign

Print

Margaret Esme Findsen

These rule changes were approved by resolution of members at the
annual general meeting held at Omokoroa Settlers Hall on the
8 October 2020

=====END=====