



# Residents Society

Rules of Halswell Commons Residents  
Society Incorporated

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**RULES OF HALSWELL COMMONS  
RESIDENTS SOCIETY INCORPORATED**

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## INTRODUCTION

### 1. NAME

- 1.1 The name of the Society shall be Halswell Commons Residents Society Incorporated.

### 2. DEFINITIONS AND INTERPRETATION

#### Definitions

- 2.1 In these Rules, unless the context otherwise requires:

“**Act**” means the Incorporated Societies Act 1908.

“**Bank**” means a bank registered under the Reserve Bank of New Zealand Act 1989.

“**Committee**” means the committee members from time appointed and elected to manage the affairs of the Society pursuant to these Rules.

“**Communal Facilities**” means public spaces (including any improvements thereon) including parks, landscaping within roads and other locations within Halswell Commons approved by the Committee, including soft landscaping, street furniture and play equipment.

“**Completion of Halswell Commons**” means the point in time at which Halswell Commons is completed and the Developer no longer owns any property within Halswell Commons.

“**Covenant**” means the Deed of Covenant in the form annexed as Schedule 3.

“**Default Interest Rate**” means five percent (5%) per annum above the Society’s Bank’s overdraft rate applicable during the continuance of the default.

“**Developed Property**” means a property within Halswell Commons which is owned by a person or entity other than the Developer, is for the purpose of residential use, and for which Land Information New Zealand has issued a separate certificate of title, regardless of whether or not a dwelling, building or other structure has been constructed or placed on the property.

“**Developer**” means Danne Mora Holdings Limited or any assignee or associated person or entity owning any land comprising Halswell Commons and/or undertaking the development of Halswell Commons.

“**Halswell Commons**” means the residential component of the development undertaken within the area of land described in Schedule 2 together with such further land within the area boarded by Hendersons Road, Sparks Road, Milns Road and Halswell Road as nominated by the Developer in its sole discretion.

“**Invitee**” means any invitee of, or any visitor to, an Owner or Occupier.

“**Land Covenants**” means any land covenants registered against an Owner’s Title by way of easement instrument in favour of other properties within Halswell Commons.

**“Manager”** means the manager or management company of the Society, appointed under rule 12.1 or rule 12.2.

**“Member”** means each person who shall from time to time be a member of the Society pursuant to rules 4.1 to 4.6.

**“Occupier”** means any person owning or occupying any Developed Property, whether as Owner or any other occupant under any Lease, licence or other occupancy right from time to time, and shall include all members of such occupant’s family.

**“Owner”** means each person registered as a proprietor (whether individually or with others) of a Developed Property.

**“Owner’s Title”** means the certificate of title issued for a Developed Property.

**“Registrar”** means the person holding office from time to time as Registrar of Incorporated Societies in terms of the Act.

**“Rules”** means the rules set out in rules 1 to 15 (inclusive) hereof and as amended or added to, but does not include the Rules of Conduct set out in Schedule 1.

**“Rules of Conduct”** means the rules of conduct set out in Schedule 1 and as amended or added to.

**“Society”** means Halswell Commons Residents Society Incorporated.

**“Special Resolution”** means a resolution of the Society in general meetings passed by Members holding not less than 75% of the voting rights.

## **Interpretation**

### **2.2 In these Rules:**

- (a) Words denoting persons shall include any individual company, corporation, firm, partnership, joint venture, association, organization, trust, state, agency of a state, municipal authority, government or any statutory body in each case whether or not having separate legal identity;
- (b) Any covenant or agreement on the part of two or more persons shall bind those persons jointly or severally;
- (c) Reference to anything of a particular nature following upon a general statement shall not in any way derogate from, or limit the application of the general statement, unless the particular context requires such derogation or limitation;
- (d) Reference to any statute, regulation, ordinance or bylaw shall be deemed to extend to all statutes, regulations, ordinances or bylaws amending, consolidating or replacing the same;
- (e) “working day” has the meaning attributed to it in the Property Law Act 2007.

## **3. OBJECTS**

### **Activities**

- 3.1 The Society is formed to promote the following objects for and on behalf of Members and is permitted to carry on one or more of the following activities:

- (a) Managing and administering the Society and administering and enforcing the Rules, Rules of Conduct and Land Covenants on behalf of Members and the Developer (and for the purpose of doing so may exercise its rights under any encumbrance registered against an Owner's Title in favour of the Society);
  - (b) Administering and enforcing a scheme for the regulation and control of matters relating to the maintenance, repair, exterior decoration and landscaping of Developed Properties;
  - (c) Owning, leasing, licensing, maintaining, administering, operating, managing (including but not limited to establishing, amending and enforcing rules pertaining to the use of), repairing, replacing, upgrading or renewing the Communal Facilities (including contracting with third parties for such purposes);
  - (d) Maintaining, administering, operating, managing, repairing, replacing, upgrading or renewing all landscaped areas, including shrubs and other plants situated within Halswell Commons which:
    - (i) are not the responsibility of an Owner; or
    - (ii) in the reasonable opinion of the Committee are not maintained by any local authority or any Owner to the requisite standard;
  - (e) Adjudicating in respect of disputes that arise between Members in the administration and management of shared lanes;
  - (f) Any incidental activities that the Developer and/or the Committee considers to be beneficial for Members or which in the opinion of the Committee is necessary to maintain the high quality and overall amenity of Halswell Commons.
- 3.2 All moneys paid to the Society by its Members are to be applied only for one or more of the activities noted in rule 3.1.

**Pecuniary gain not to be an object**

- 3.3 The Society shall not carry on trading activities for profit.

**Members may contract**

- 3.4 A Member may enter any agreement with the Society for the supply of any goods or services for such consideration and on such terms and conditions as would be reasonable if that person were not a Member.

**4. MEMBERSHIP**

**Incorporation Members**

- 4.1 The Incorporation Members ("Incorporation Members") of the Society are those listed at the time of incorporation. The Incorporation Members shall be entitled to vote at any meeting of the Society, to elect a Committee (Subject to rule 11.6), and exercise all rights of Members set out in these Rules but, notwithstanding any other provision contained in these Rules, shall have no obligations as Members except when such Incorporation Member is also an Owner.
- 4.2 The Incorporation Members may continue as Members only for so long as is necessary to satisfy the membership requirements of the Act.

### **Owners to be Members**

- 4.3 Subject to rule 4.1, each Owner is required to be, and shall be, a Member, and only Owners shall be Members, and for that purpose:
- (a) An encumbrance instrument ("Encumbrance") shall be registered against each Owner's Title in favour of the Society, whereby each Owner covenants to become (and be deemed to have become) and remain a Member, and to perform the obligations of a Member as set out in these Rules.
  - (b) A Member shall be deemed to have resigned from the Society immediately upon that Member no longer being an Owner, provided that such resignation shall not relieve such person or entity of any obligation or liability arising before being relieved of liability under rule 7.
  - (c) Each Owner shall, immediately upon becoming an Owner (and therefore also a Member), 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, in the form attached in Schedule 4.

### **Register of Members**

- 4.4 The Society shall maintain a register of Members recording for each Occupier and Member their name, address, occupation, telephone number and email address (at home and at work) and similar details for a third party to be contacted in the event of absence or emergency, as well as the date of membership, party authorised to exercise that Member's vote and other details as prescribed in Schedule 4.

### **Not assignable**

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

### **More than one Owner**

- 4.6 If there is more than one Owner of a Developed Property, such Owners shall collectively constitute one Member in respect of that Developed Property.

### **Where Owner not an Occupier**

- 4.7 Each Member shall not grant any occupation right to a third party in respect of a Developed Property without first:
- (a) Procuring the incoming Occupier to enter into, execute and deliver to the Society the Covenant in favour of the Society, wherein the Occupier covenants to from the date of commencement, and throughout the duration, of such occupation right, acknowledge, observe and perform and comply with the Rules of Conduct, and terms of any Land Covenant (with the exception of any such obligations that require the Owner to become a Member and pay Levies), as registered against the title to the relevant Owner's Title. The Covenant shall be in the form attached as Schedule 3.
  - (b) Providing the Society with the details of the Occupier that are necessary for maintenance of the register pursuant to rule 4.4.

## **5. STAGED DEVELOPMENT**

- 5.1 The Members acknowledge that as the Halswell Commons Development is on-going the Society is required to allow the Developer such access to, and use of such areas (not

being a Developed Property) as is necessary or desirable for the Development to proceed. Each Member agrees:

- (a) To allow the Developer access to such areas for the purpose of proceeding with the Development.
- (b) Not to prevent, hinder or obstruct the use by the Developer or anyone so authorized by the Developer of any such area.
- (c) That neither the Member nor the Society shall oppose or take part in any opposition to the on-going Halswell Commons Development.

## **6. DUTIES OF SOCIETY**

### **6.1 The Society shall:**

- (a) contract with the Manager to fulfil the objects of the Society;
- (b) levy members for the purpose of providing funds for and meeting the costs and expenses of fulfilling the Society's objects; and
- (c) promulgate, amend and distribute to Members from time to time the Rules of Conduct.

## **7. OBLIGATIONS OF MEMBERS**

### **Levies**

### **7.1 Levies payable to the Society by Members ("Levies") shall be determined by the Committee passed in accordance with these Rules and until otherwise changed the Levies payable by each Member shall be as follows:**

- (a) on becoming a Member a one-off payment ("Initial Levy") of \$100.00 plus GST; and
- (b) an annual levy ("Annual Levy") of \$200.00 plus GST.

### **7.2 Each Member shall pay the Levies at a time and in the manner set by the Society.**

### **Sale of Developed Property**

### **7.3 Where a Member ("Vendor") sells a Developed Property:**

- (a) The Vendor shall remain liable for sums owed to the Society by that Vendor and shall pay all due but unpaid Levies prior to the completion of the Vendor's sale of a Developed Property.
- (b) The purchaser of a Developed Property shall, as a Member, be jointly liable for all indebtedness of the Vendor to the Society in respect of the Developed Property purchased and a statement of the Society shall be conclusive as to the sum of this indebtedness.
- (c) The Society 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 Society calculated to the date specified in the application.



## **Covenants and Rules of Conduct**

- 7.4 Each Member agrees to promptly and fully comply with the Rules of Conduct set by the Society from time to time, the Land Covenants and any other covenants given in favour of the Society by such Member (whether by separate deed of covenant or as registered against each Owner's Title by way of encumbrance or otherwise).

## **8. BREACH OF OBLIGATIONS**

### **Occupiers and Invitees**

- 8.1 A reference to an act or omission by any Member shall include any act or omission by any mortgagee (but only during any period in which such mortgagee is in possession of that Member's Developed Property) or the Occupiers of such Members Developed Property, the Invitees of such Occupier and the Invitees of such Member.

### **Consequences**

- 8.2 Upon any breach of these Rules by a Member ("Offending Member"):
- (a) Where damage has been caused to the Communal Facilities, the Offending Member shall make good such damage.
  - (b) If a default continues for ten (10) working days after notice is given by the Society to the Offending Member to remedy the default, the Society may do anything necessary, including paying money, to remedy the default.
  - (c) All money paid and direct and indirect expense incurred by the Society (including any legal costs of the Society) in remedying, or attempting to remedy, any breach by the 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 Society in respect of such breach, shall be a debt due from the Offending Member to the Society.
  - (d) If any money payable by an Offending Member to the Society is in arrears and unpaid for ten (10) working days (whether or not formal demand for payment has been made and without and formal demand being necessary) such money shall be payable on demand and shall bear interest at the Default Interest Rate, computed on a daily basis from the due date until the date of payment in full.

## **9. OBLIGATIONS OF THE SOCIETY**

### **Rules of Conduct**

- 9.1 The Society shall promulgate and distribute to Members from time to time a set of rules of conduct concerning the behaviour of Owners, Occupiers and Invitees that may impact on Halswell Commons and/or on the quiet enjoyment of other Members. The first such rules shall be the Rules of Conduct attached as Schedule 1.

## 9.2 Financial Report

- (a) The Society shall provide to a prospective purchaser of a property within Halswell Commons, within five (5) working days after receiving a request, a copy of the most recent financial statements of the Society, provided that the Society may charge a fee for the provision of such information, and that such statements shall not be released until such time as the prescribed fee has been paid.
- (b) The Society shall ensure that financial statements of the Society are provided to Members. The Society shall audit such financial statements only if so required to do by the Developer or a majority of Members voting at a meeting in accordance with and pursuant to these Rules.

## Insurance

- 9.3 The Society shall effect and maintain all insurances as the Committee considers reasonable and prudent in the circumstances with respect to the Society's affairs, and shall meet all costs of such insurance (which shall include all valuations and other professional fees deemed desirable for the purposes of such insurances and the cost of certificates relating to such insurances).

## 10. LIMITATIONS ON SOCIETY

### No indebtedness

- 10.1 The Society shall not borrow any money, other than short-term borrowing to cover any temporary shortfall in meeting the Society's obligations under these Rules, except by Special Resolution.

### No encumbrances of Communal Facilities

- 10.2 The Society shall not mortgage, charge or encumber any Communal Facilities, except by Special Resolution, provided that where the Society is obliged to grant any interest in or right in respect of the Communal Facilities by any agreement with the Developer, such interests or rights may be granted by the Committee.

### No investments

- 10.3 The Society shall hold all funds with a Bank, and shall not invest those funds other than by deposit with a Bank.

### No improper activities

- 10.4 The Society shall not carry out any activity that is inconsistent with, or not incidental to, those activities specified in rule 3.1.

## 11. COMMITTEE

### Powers

- 11.1 The administration of the Society, and carrying out the permitted activities described in rule 3.1 for the purpose of fulfilling the objects of the Society, shall be delegated to the Committee. The Committee may exercise all the powers, authority and discretions of the Society as permitted by these Rules and do on its behalf all such acts as they deem necessary or expedient. The Committee may delegate any of its powers to committees consisting of such member or members of their body as they think fit or to the Manager. Any committee so formed shall in the exercise of the powers so delegated conform to the directions of the Committee.

- 11.2 The Society delegates to the Committee the power to determine the Levies as set out in rule 7 of these Rules.

#### **Bank accounts**

- 11.3 The Society shall establish a bank account, which may include a separately identified trust account operated by the Treasurer/Secretary, and any drawings on that account (including any cheque) shall require a minimum of the two authorised signatures (as so designated by the Committee) and shall be made only with the authority of the Committee.

#### **Composition**

- 11.4 The Committee shall at all times comprise the following persons:
- (a) A Chairperson;
  - (b) A Treasurer/Secretary; and
  - (c) A minimum of two and a maximum of six other Committee Members ("General Committee Members").

#### **Committee Members**

- 11.5 The Treasurer/Secretary shall be the Manager, or if the Manager is a body corporate, then a director of that corporation ("Treasurer/Secretary").
- 11.6 The Chairperson and General Committee Members shall be appointed as follows:
- (a) During the period of fifteen (15) years following the incorporation of the Society or until the Society has 1,000 Members, whichever is the later, or such shorter period or lesser number of Members as the Developer in its sole discretion shall elect, the Developer shall appoint the Chairperson and up to four (4) General Committee Members, and the Society shall during the same period shall elect up to two (2) General Committee Members;
  - (b) During the remaining period until the Completion of Halswell Commons, or such shorter period as the Developer in its sole discretion shall elect, the Developer shall appoint the Chairperson and up to two (2) General Committee Members and the Society shall during the same period elect up to four (4) General Committee Members; and
  - (c) Following the Completion of Halswell Commons, the Society shall elect the Chairperson and all General Committee Members.
- 11.7 Where the Chairperson and/or the General Committee Members are to be elected by the Society, the means of such election shall be at every Annual General Meeting. The Society shall only elect Members as Members of the Committee.
- 11.8 A Committee member shall hold elected position until the earliest of:
- (a) The next Annual General Meeting following election or appointment, when the Committee member shall be eligible for re-election by the Society (or re-appointment by the Developer as the case may be);
  - (b) The date written resignation is received by the Society;
  - (c) For Society elected members, the date of cessation of membership or the date of removal from such position by the Society in general meeting; or

- 11.9 In the event of a casual vacancy on the Committee, by a person elected by the Society, the remaining Committee members may appoint another Member to fill a vacancy until the position is filled by the Society at an Annual General Meeting.

**Duties of treasurer/secretary**

- 11.10 The treasurer/secretary duties shall include;
- (a) convening general meetings when requested to do so in accordance with these Rules;
  - (b) being entitled to attend all meetings of the Committee and have full speaking rights at such meetings;
  - (c) giving all notices required to be given by these Rules or as directed from time to time by the Society or the Committee;
  - (d) keeping minutes at all general meetings and Committee meetings and enter into the minute book
    - (i) the time, date and venue of such meeting;
    - (ii) all business considered and resolutions passed at such meeting;
  - (e) holding in safe custody the common seal of the Society;
  - (f) receiving, and issue receipts for, all annual levies, additional fees and any other moneys paid to the Society;
  - (g) operating and maintaining a bank account in the name of the Society or a Trust Account in which the Society's funds are separately identified;
  - (h) reporting to the Committee any Member who fails to pay annual levies or additional fees within the prescribed period;
  - (i) keeping all financial records and any security documents;
  - (j) compiling all accounting records 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;
  - (k) compiling the financial statements 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;
  - (l) receiving invoices and statements and attending to payment of accounts, by procedures approved by the Committee; and
  - (m) preparing financial and cash flow budgets.

**Conduct of Meetings**

- 11.11 The Committee may 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, shall form a quorum for a Committee meeting provided that, prior to the Completion of Halswell Commons, such majority present is comprised of the Chairperson and of at least one (1) General Committee Member appointed by the Developer. No business of the Committee shall 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 Secretary shall, upon the

request of the Chairperson or any three Committee members, convene a meeting of the Committee, provided no meeting of the Committee shall be convened on less than five (5) working days' notice in writing sent to each Committee Member, such notice shall specify the time, date and venue of the proposed meeting.

#### **Seal**

- 11.12 The Committee shall obtain a common seal. It shall only be used following a resolution of the Committee and be signed by two members of the Committee.

#### **Voting**

- 11.13 Resolutions of the Committee shall be passed by majority of those present in person or by proxy. Each Committee member including the chairperson shall be entitled to exercise one vote. The treasurer/secretary shall not be entitled to vote. Notwithstanding any contrary provision in these Rules, a resolution in writing signed by all Committee members shall be as valid as if it had been passed at a meeting of the Committee.

#### **Committee minutes and records**

- 11.14 Minutes shall be kept of proceedings of meetings of the Society and the Committee. All such minutes signed by the chairperson shall be accepted as an accurate record of the business transacted.

#### **Developer – Appointment of Committee Members**

- 11.15 The Developer shall be entitled to appoint Committee members in accordance with rule 11.6 regardless of whether the Developer or the Developers appointees to the Committee are Members. The Developer and the Developer's appointees to the Committee (unless they are Members in their own right) shall have no duties or obligations as a Member.

### **12. MANAGER**

- 12.1 The Manager shall be appointed by the Developer, and shall manage the Society in accordance with such management agreement as may be entered into between the Developer and the Manager. On expiry or termination of such management agreement, until the Completion of Halswell Commons, a Manager shall be appointed by the Developer and thereafter from the Completion of Halswell Commons the Manager shall be appointed by the Committee.
- 12.2 Subject to the powers of the Developer in rule 12.1 the Committee may appoint, remove and replace a Manager from time to time to carry out such of the obligations of the Society, and exercise such of the discretions and powers of the Society, as the Committee shall see fit.

### **13. GENERAL MEETINGS**

#### **Annual General Meeting**

- 13.1 The Society shall hold an Annual General Meeting each year. Not more than eighteen (18) months shall elapse between the date of one Annual General Meeting and that of the next. The Committee shall determine the time and place of each year's Annual General Meeting.

#### **General meetings**

- 13.2 A general meeting other than an Annual General Meeting may be requested by the Committee, or by written requisitions signed by Members having 20% of voting rights.

The Secretary shall call a general meeting within fourteen (14) days of receiving a request.

### **Powers of the Society in general meeting**

- 13.3 Subject to rules 11.6 and 14.5, the Society at any general meeting may by resolution exercise all powers, authorities and discretions of the Society except to the extent such power, authority and discretion has been delegated to the Committee by or pursuant to these Rules.

### **Quorum**

- 13.4 No business shall be transacted at any general meeting of the Society unless a quorum is present when a meeting proceeds to business. A quorum shall not be less than 20% of all Members (including Incorporation Members if relevant) eligible to vote at general meetings, present in person or by proxy.

### **Notice of general meeting**

- 13.5 A notice of general meeting of the Society shall be sent to every Member not less than ten (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 notices of motions to be considered at such meeting. No business or notice of motion which is not specified shall be discussed or transacted at such meeting.

### **Failure to give notice**

- 13.6 The accidental omission to give notice, or the non-receipt of such notice by any Member, shall not invalidate the proceedings at any such meeting.

### **The Chairperson**

- 13.7 The Chairperson at any general meeting shall be:
- (a) the Chairperson of the Society; or
  - (b) 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.

## **14. VOTING**

### **Voting rights**

- 14.1 Each Developed Property shall entitle the Member owning that Developed Property to one (1) vote.
- 14.2 Where there is more than one Owner in respect of any Developed Property, only one such Owner shall be entitled to vote. In the absence of agreement between such Owners as to who shall exercise this vote, the Owner appearing first on the title identifier to the Developed Property shall be entitled to exercise that vote. On the death of any Member, and pending the transfer of the Member's Developed Property, the executor of the Member's estate shall be entitled to exercise that Member's vote.

### **Corporation representatives**

- 14.3 Any corporation which is a Member may by resolution authorise such person it thinks fit to act as its representative, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if it were a Member, and references in these Rules to a Member being present in person shall mean and include a representative appointed pursuant to this rule. Such person may stand for election to the Committee.

### **Voting at meetings**

- 14.4 At any general meeting:
- (a) A resolution may be put to the vote by the chairperson.
  - (b) Resolutions put to the vote shall 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;
    - (i) the chairperson of the meeting; or
    - (ii) at least three (3) Members present in person or by proxy.
  - (c) 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 a resolution has been carried or lost, shall be conclusive evidence of that fact, without further proof of the number or proportion of votes recorded in favour of or against such resolution.
  - (d) Resolutions shall be passed by a majority of votes, except where Special Resolution is required by these Rules.

### **Committee approval required**

- 14.5 Until the Completion of Halswell Commons, any resolution passed by the Society is subject to the approval of the Committee, and shall not be valid until such time as the Committee has given written approval.

## **15. GENERAL**

### **Dissolution**

- 15.1 The Society may be liquidated in accordance with section 24 of the Act if, and only if a Special Resolution of Members has been passed to that effect.
- 15.2 In the event the Society is liquidated, ownership of any Communal Facilities owned by the Society, and any surplus assets owned by the Society, shall vest in a non-profit organisation as voted by Special Resolution of the Members and the Members shall take all necessary steps to vest legal title to any Communal Facilities that are owned by the Society together with any surplus assets, in such non-profit organisation.

### **Alteration of Rules**

- 15.3 These Rules shall not be amended, added to or rescinded except by Special Resolution at an Annual General Meeting, or a general meeting convened for that purpose, where written notice of the proposed amendment, addition or rescission has been given to all Members in accordance with these Rules.
- 15.4 Notwithstanding any other provision in these Rules, the Society shall not be liquidated, and these Rules shall not be amended, added to or rescinded (so as to alter, add to or

rescind any of the rules within) without the consent of the Developer until the Completion of Halswell Commons.

- 15.5 Notwithstanding any other provision in these Rules, these Rules shall not be amended, added to or rescinded so as to alter, add to or rescind rules 3.1, 4.1, 4.2, 4.3, 6.1, 7.1, 9.1, 9.2, 15.1, 15.2, 15.3, 15.4, 15.5, 15.6.
- 15.6 No such amendment, addition or rescission shall be valid unless and until accepted by the Registrar.

#### **Registered office**

- 15.7 The registered office shall be situated at a place nominated by the Manager.

#### **Liability of Members**

- 15.8 No Member shall be under any liability in respect of any contract or other obligation made or incurred by the Society.
- 15.9 The Society shall 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.
- 15.10 No action in law or otherwise shall lie in favour of any Member against any other Member of the Committee, or any Committee Member in respect of any act or omission pursuant to these Rules.
- 15.11 Nothing in this rule shall prevent an action in respect of any loss or expense arising from the wilful default of the person against whom such action is taken.

#### **Indemnity**

- 15.12 Each Member shall 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, for which the Society may become liable in respect of or arising from any breach of these Rules by the Member.

#### **Arbitration**

- 15.13 Any difference or dispute which may arise between a Member and the Society, and or between a Member and the Developer or between the Developer and the Society, concerning these Rules or any act or things to be done, suffered or omitted under these Rules, or concerning the construction of these Rules shall 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 shall be determined by the arbitrator. The arbitration shall 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 shall be a condition precedent to the commencement of any action at law.



**SCHEDULE 1**  
**RULES OF CONDUCT**

**1. Noise**

- 1.1 No Member shall make or permit any noise within Halswell Commons which exceeds the noise control levels set by the local authority from time to time, nor act in any fashion so as to annoy or disturb any other Member.

**2. Animals**

- 2.1 No Member shall permit to be kept in or about Halswell Commons:

- (a) pigeons, or any dog which in whole or part appears to a Pitbull Terrier, Rottweiler, Japanese Akita, Japanese Toza, Dogo Argentino or Brazilian Fila; or
- (b) any dog or other pet which at any time causes a nuisance or annoyance to residents of Halswell Commons, or detracts from Halswell Commons, in the opinion of the Committee of the Halswell Commons Residents Society.

**3. Member's residences**

- 3.1 Each Member shall have the duty to keep each Developed Property which they own within Halswell Commons, including all improvements thereon (including all fences) in a well maintained and attractive condition and shall 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 Halswell Commons. Without limiting the generality of the foregoing, Members shall arrange for regular cutting of grass areas, and pruning of trees, removal of weeds and rubbish and the repair and maintenance of all buildings, driveways, paths and landscaping features upon the Member's property.
- 3.2 No Member shall use or permit to be used a Developed Property for any purpose other than for a purpose permitted or consented to under current local body planning requirements.
- 3.3 No Member shall be entitled to undertake any house alterations or landscaping (including fencing) of their Developed Property otherwise than in accordance with the then current design guidelines applicable to Halswell Commons and as prescribed by or consented to under current local planning requirements.
- 3.4 No Member shall park any vehicle in or on Halswell Commons other than within the spaces provided for that purpose.

**4. Communal Facilities**

- 4.1 No Member shall use the Communal Facilities for anything other than their intended purpose, or cause any damage whatsoever to any of the Communal Facilities.

**SCHEDULE 2****LAND COMPRISING HALSWELL COMMONS**

The land originally described as the following:

<b>Legal Description</b>	<b>Computer Freehold Register</b>
Lot 51 DP 33987	CB13B/1447
Lot 52 DP 33987	CB13B/1448
Lot 53 DP 33987	CB13B/1449
Lot 54 DP 33987	CB13B/1450
Lot 55 DP 33988	CB13B/1451
Lot 56 DP 33988	CB13B/1452
Lot 57 DP 33988	CB13B/1453
Lot 58 DP 33988	CB13B/1454

### SCHEDULE 3

# DEED OF COVENANT

THIS DEED dated the                      day of                      20

## PARTIES

1. [ ] ("the Covenantor")
2. Halswell Commons Residents Society Incorporated ("the Society")

**BACKGROUND:**

- A. The Covenantor intends to occupy a property at Halswell Commons more particularly described in the Schedule ("Property").
- B. The rules of the Society ("Rules") require all occupants of properties in Halswell Commons other than owners ("Occupants") to enter into a deed of covenant in favour of the Society.

## COVENANTS

1. The Covenantor hereby covenants with the Society that it shall acknowledge, and will observe, perform and comply with, and agrees to be bound by:
  - (a) the Rules of Conduct set out in the Rules, and
  - (b) the provisions of any land covenant registered against the certificate of title to the Property as far as those obligations do not relate to becoming a Member of the Society.
2. The Covenantor confirms that the details contained in the attached "Information for Register of Members" form are correct and that it will notify the Society immediately of any changes to such information.

Signed by the Covenantor )  
 In the presence of: )  
 )

\_\_\_\_\_  
 Signature of Witness

\_\_\_\_\_  
 Name of Witness

\_\_\_\_\_  
 Occupation of Witness

\_\_\_\_\_  
 Town of residence

## SCHEDULE

Street address [ ]

Lot [ ]

DP [ ]

**SCHEDULE 4**  
**INFORMATION FOR REGISTER OF MEMBERS**

**1. MEMBER DETAILS**

Name:  
Address:  
Occupation:  
Email:  
Telephone/Email:  
Residential:  
Work:

Date of Membership:

Party Authorised to Exercise Member's Vote:

**2. EMERGENCY CONTACT OF MEMBER**

Name:  
Address:  
Occupation:  
Telephone/Email:  
Residential:  
Work:

**3. OCCUPIER DETAILS**

Name:  
Address:  
Occupation:  
Telephone/Email:  
Residential:  
Work:

**4. EMERGENCY CONTACT OF OCCUPIER**

Name:  
Address:  
Occupation:  
Telephone/Email:  
Residential:  
Work: