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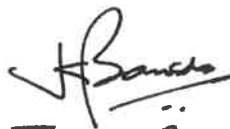
# Constitution of Addison Residents' Society Incorporated


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David Arnot Williamson McConnell 22/8/2019



  
John Arnot Williamson McConnell 22/8/2019

  
Jitender Bansal  
chairman 24/8/19

  
Geoffrey Hugh Baskin  
Treasurer 3/9/19

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## 1 **DEFINITIONS AND INTERPRETATION**

### 1.1 In this Constitution:

*Access Lots* means:

- (a) any lot which is located in the Addison Development of which:
  - (i) its primary function is vehicular access; and
  - (ii) ownership of the lot is shared between Owners of more than one Residential Lot and such share is amalgamated in the title of that Residential Lot; and/or
- (b) a Stage 1 Access Lot;

*Act* means the Incorporated Societies Act 1908;

*Addison Development* means the residential development of certain lands into the Residential Lots, Qualifying Lots, Reserve Lots, Access Lots, Common Yards and roads in the residential development called "Addison" at Takanini and includes any further lots owned or acquired by Addison Developments Limited (now or in the future) to be included in that development. A concept plan of the development is attached as Schedule E to this Constitution;

*Annual Financial Statement* means the annual financial statement of the Society required to be registered with the Registrar of Incorporated Societies pursuant to section 23 of the Act;

*Annual Levy* means the annual levy payable by each Member in accordance with Rule 9.2;

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

*Bylaws* means the Society bylaws attached as Schedule A, as amended or added to from time to time, which are incorporated into this Constitution;

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

*Common Yard* means:

- (a) any lot which is located in the Addison Development of which:
  - (i) its primary function is recreational use; and
  - (ii) ownership of the lot is shared between Owners of more than one Residential Lot and such share is amalgamated in the title of that Residential Lot; and/or
- (b) a Stage 1 Common Yard;

*Constitution* means this Constitution of the Society as amended or added to from time to time, including all the Schedules to this Constitution;

*Controlling Member* shall be the party who is named as or from time to time nominated as the Controlling Member under Rule 7;

*Community Activities* means any activities to be situated within the Addison Development and co-ordinated by the Manager, and run for the benefit of the Owners including, but not limited to, a market place outdoor pavilion and community hall (if those facilities are in fact provided);

*Covenants* means any land covenants registered on an Owner's Title for the benefit of any other Owner including the Covenants substantially in the form set out in Schedule B, which are incorporated into this Constitution;

*Crèche* means any childcare centre comprising a supervised play area and/or day nursery located within the Addison Development;

*Default Interest Rate* means 12% pa or a rate which is 4% pa greater than the 90 day bank buy bill rate published in metropolitan newspapers for the first Working Day of each month whichever rate shall be the greater;

*Developer* means Addison Developments Limited, or its nominee;

*Encumbrance* means the memorandum of encumbrance substantially in the form set out in Schedule C to be registered against the Residential Lots and Qualifying Lots;

*Expense Year* means each 12 month period commencing on 1 July and ending on 30 June, or such other 12 month period as the Committee from time to time sets;

*Initial Member* means the persons set out in Rule 6.1;

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

*Levy* means an Annual Levy or a Special Levy;

*Manager* means the manager of the Society appointed pursuant to Rule 11;

*Member* means a member of the Society (of any category), whose membership arises from being an Owner;

*Occupier* means any natural person permanently residing in a dwelling built on a Residential Lot or permanently occupying a building built on a Qualifying Lot either as:

- (i) an Owner; or
- (ii) a member of the Owner's family; or
- (iii) a tenant, boarder or holder of another occupancy right.

*Operating Expenses* means the total sum of all rates, taxes, costs and expenses of the Society properly or reasonably assessed or assessable, paid or payable, or otherwise incurred in respect of the operation of the Society (including, without limitation, any fees or expense under the Management Agreement);

*Owner* means a registered proprietor or proprietors from time to time of a Residential Lot or Qualifying Lot in the Addison Development;

*Owner's Title* means an Owner's certificate of title with respect to a Residential Lot or Qualifying Lot in the Addison Development;

*Qualifying Lot* means a separate lot in the Addison Development upon which Shops, Retirement Villages, Crèches or other retail or business facilities are established, and which is owned by a Member;

*Relevant Authority* means any government, local territorial authority, statutory or non-statutory authority or body having jurisdiction over the Addison Development or any part thereof;

*Register* has the meaning given in Rule 5.3;

*Registrar* means the Registrar of Incorporated Societies;

*Reserve Lots* means any lot vested in the Relevant Authority as a recreation reserve, or for another similar purpose, within the Addison Development including Stage 1 Reserve Lots;

*Residential Lots* means:

- (a) any lot, excluding any lot in Stage 1 that does not come within the definition of a Stage 1 Residential Lot (as provided in this Constitution), which is located in the Addison Development:
  - (i) for which a separate certificate of title (including, without limitation, fee simple or unit title) has issued; and
  - (ii) which has been fully developed as a residential property of less than 600m<sup>2</sup>; or
- (b) any Stage 1 Residential Lot;

*Retirement Village* means any lot or lots within the Addison Development that contain 2 or more residential units that provide, or are intended to provide, residential accommodation together with services or facilities, or both, predominantly for persons in their retirement, or persons in their retirement and their spouses or partners, or both;

*Shop* means a lot within the Addison Development used for the retail sale of goods or services;

*Society* means The Addison Residents' Society Incorporated;

*Special Levy* means a levy payable by each Member in accordance with Rule [10.21](#)~~10.20~~;

*Special Resolution* means a resolution of the Society in general meeting passed by a majority of not less than 66% of such Members as, being entitled to do so, vote in person or by proxy at such general meeting;

*Stage 1* means that part of the Addison Development which includes all Stage 1 Groupings shown in red on the plan attached as Schedule F;

*Stage 1 Access Lot* means a lot in Stage 1 for which:

- (a) its primary function is vehicular access;
- (b) ownership of that lot is shared between registered proprietors of more than one Stage 1 Residential Lot or Qualifying Lot and such share is amalgamated in the title of that Stage 1 Residential Lot or Qualifying Lot; and



- (c) every other registered proprietor of a share in that lot has become a Member in accordance with Rule 8.4;

*Stage 1 Common Yard* means a lot in Stage 1 for which:

- (a) its primary function is recreational use;
- (b) ownership of that lot is shared between registered proprietors of more than one Stage 1 Residential Lot or Qualifying Lot and such share is amalgamated in the title of that Stage 1 Residential Lot or Qualifying Lot; and
- (c) every other registered proprietor of a share in that lot has become a Member in accordance with Rule 8.4;

*Stage 1 Grouping* means the groups of lots located in Stage 1 as shown marked in bold on the plan attached as Schedule F;

*Stage 1 Residential Lot* means any lot located in Stage 1:

- (a) for which a separate certificate of title (including, without limitation, conventional fee simple or strata title under the Unit Titles Act 1972) has issued;
- (b) which has been fully developed as a residential property of less than 600m<sup>2</sup>; and
- (c) the owner of which has become a Member in accordance with Rule 8.4; and

*Working Day* means a day (other than a Saturday or Sunday or Public Holiday) on which Banks are customarily open for general banking business in Auckland.

1.1 In this Constitution:

- (a) the plural includes the singular, and vice versa, and words importing any gender include the other genders;
- (b) references to a statute include amendments to that statute, and a statute passed in substitution for that statute, and regulations promulgated under that statute;
- (c) references to sections, Rules and schedules are to those contained in this Constitution;

- (d) headings are inserted for convenience only and shall be ignored in construing this Constitution;
- (e) references to any document shall include references to such document as amended from time to time, and to any document entered into in replacement or substitution of the other; and
- (f) references to any party shall include such party's successors and permitted assigns.

## 2 **NAME AND REGISTERED OFFICE**

### 2.1 **Name**

The name of the Society is "The Addison Residents' Society Incorporated".

### 2.2 **Registered Office**

The registered office of the Society shall be c/- Addison Developments Limited, Viaduct Quay Building, Level 2, 204 Quay Street, Auckland or such other place as the Committee shall determine from time to time.

## 3 **OBJECTS**

### 3.1 **Objects**

The objects of the Society are:

- (a) to manage, maintain, repair, replace or landscape (as the case may be) the Access Lots, Reserve Lots and Common Yards and any other areas within the Addison Development which are necessary, in the opinion of the Society to maintain the high quality and overall amenity of the Addison Development; and
- (b) to manage and co-ordinate any Community Activities within the Addison Development.
- (c) to promulgate and/or enforce the Constitution, including the Bylaws and the Covenants, for the benefit of Members and the Addison Development generally pursuant to the Constitution and the Society's rights under the Encumbrance;

### 3.2 **Pecuniary Gain**

The Society does not have as an object the pecuniary gain of any Member.

#### 4 **POWERS OF SOCIETY**

##### 4.1 **Powers**

Subject to the express terms of this Constitution, and to the Act, the Society shall have all the powers of a natural person.

##### 4.2 **Limitations**

Notwithstanding Rule 4.1, the Society shall:

- (a) hold all moneys of the Society on deposit with a Bank, and shall not otherwise invest any of such moneys;
- (b) act solely in furtherance of the objects set out in Rule 3.1; and
- (c) not borrow any moneys, other than by way of overdraft facility in order to cover any temporary shortfall in funding.

#### 5 **DUTIES OF SOCIETY**

##### 5.1 **General Duties**

The Society shall:

- (a) contract with the Manager to fulfil the objects of the Society;
- (b) maintain all common areas to a high standard, including (but not limited to) maintaining and replacing street lights and outdoor furniture, re-sealing any paved areas and rectifying any damage caused by graffiti;
- (c) maintain, and where necessary, repair or reconstruct all Access Lots;
- (d) maintain, and where required, replace all trees, shrubs and other landscaped areas (including ponds) situated within or adjacent to:
  - (i) the Addison Development, which are not the responsibility of any Owner; or
  - (ii) the Addison Development, which in the reasonable opinion of the Committee are not maintained by the Relevant Authority or any Owner to the requisite standard; or
  - (iii) a Common Yard; or
  - (iv) Access Lots;
- (e) manage and co-ordinate Community Activities;

- (f) levy Members for the purpose of providing funds for and meeting the costs and expenses of fulfilling the Society's duties; and
- (g) promulgate, amend and distribute to Members from time to time the Bylaws governing the use of Residential Lot or Qualifying Lots, Access Lots, Reserve Lots and Common Yards. The first such Bylaws shall be those attached as Schedule A to this Constitution.

## 5.2 Constitution

The Society shall:

- (a) provide copies of the Constitution to Members on request, and answer any enquiries of Members with respect to the Constitution;
- (b) enforce the Constitution, including the Bylaws and the Covenants, taking such action in this regard both under the Constitution and/or under the Encumbrance, as the Society in its sole and absolute discretion considers appropriate; and
- (c) have the ability to amend the Constitution.

## 5.3 Register

The Society shall keep a Register recording:

- (a) **For each Member:** the name, occupation, telephone number and email address (if any) and facsimile number (if any) and address of each Member, or if the Member is not a natural person, of a contact person for that Member;
- (b) **For each Occupier:** the name, occupation, telephone number and email address (if any) and facsimile number (if any) and address of each Occupier;
- (c) the date upon which each Member became a member of the Society;
- (d) where there is more than one Owner of a Residential Lot or Qualifying Lot, which of such Owners is entitled to vote in accordance with Rule [12.11](#)~~12.10~~.

## 6 **INITIAL MEMBERS**

### 6.1 **Initial Members**

The Initial Members shall be:

- (a) Nicholas William Dovell Francis;
- (b) Justine Louise Tuite;
- (c) Rachel Burnett;
- (d) Claire Maree Wilson;
- (e) Alistair Stuart Law;
- (f) Danae Elizabeth Weston;
- (g) Andrea Jane Shepherd;
- (h) Nick Sissons;
- (i) Tessa Kennings;
- (j) Matthew Graham Ockleston;
- (k) Kelly Jayne Wyse;
- (l) Sonia Hinson;
- (m) Jeffrey Murray Walters;
- (n) Kathryn Margaret Kennedy; and
- (o) Craig Forbes Mobberley.

### 6.2 **No Obligations**

Notwithstanding anything in this Constitution, the Initial Members shall have no rights, duties or obligations as Members whether for the payment of any Annual Levy, Special Levy or otherwise.

### 6.3 **Resignation**

Each Initial Member shall be deemed to have resigned, without any act required on the Initial Member's part, at such time as there are 15 Members (not being Initial Members).

#### 6.4 **Indemnity**

The Society shall indemnify each Initial Member for any liability incurred in respect of their membership to the Society.

### 7 **DEVELOPER AS CONTROLLING MEMBER**

Until the Addison Development is fully completed, the Developer shall be the controlling member of the Society (*Controlling Member*), regardless of whether the Developer is at any time a Member. The Controlling Member shall have only the rights specified in this Constitution, and shall have no other rights, duties or obligations as Members whether for the payment of any Annual Levy, Special Levy or otherwise unless the Controlling Member is also an Owner. Upon the Addison Development being fully completed, the Developer shall be deemed to have resigned as a Controlling Member, and thereafter there shall be no Controlling Member in respect of the Society.

### 8 **MEMBERS**

#### 8.1 **Owners to be Members**

Except as provided in Rules 6 and 7:

- (a) the number of Members of the Society will be the same as the number of Residential Lots;
- (b) only an Owner may be a Member and each Owner shall be a Member; and
- (c) if there is more than one Owner with respect to any Residential Lot, such Owners shall together be a single Member,

provided that if the Society designates additional categories of Members under Rule 8.2, the number of Members of the Society shall be increased by the number of Members for the time being in those additional categories who own Qualifying Lots and in such event, if there is more than one Owner with respect to such lot, such Owner shall together be a single Member.

#### 8.2 **Categories of Members**

There will be four categories of Members, for the purposes of assessing Levies, as follows:

- (a) Category 1: where such Member is the Owner of a Residential Lot with no amalgamated share of either a Common Yard or an Access Lot;
- (b) Category 2: where such Member is the Owner of a Residential Lot with an amalgamated share of either a Common Yard or an Access Lot;

- (c) Category 3: where such Member is the Owner of a Residential Lot with an amalgamated share of both a Common Yard and an Access Lot;
- (d) Category 4: where such Member is the Owner of a Residential Lot with an amalgamated share of either or both a Common Yard and/or an Access Lot and that Common Yard and/or Access Lot (as the case may be) and/or Residential Lot effectively fronts on to a Reserve Lot;

provided that the Society may designate additional retail or business categories as the need for the same may arise including for example, but not limited to, the Owner of a Retirement Village, Shop or Crèche, and assess appropriate levies for those categories of membership.

### 8.3 **Owners to Join Society**

Upon any person becoming an Owner by virtue of becoming registered as proprietor of a Residential Lot under the Land Transfer Act 1952, (or where the categories of membership have been increased under Rule 8.2, the registered proprietor of a Qualifying Lot), such Owner shall immediately join the Society as a Member, and shall remain a Member in good standing throughout that Owner's term of ownership of the relevant Residential Lot, or Qualifying Lot (as the case may be). Each Owner will on becoming a Member provide the Society with such details as are necessary for maintenance of the Register.

### 8.4 **Stage 1**

Any registered proprietor of a lot in Stage 1 (*Stage 1 Owner*) may elect to become a Member provided that not less than 80% of the Stage 1 Owners in any particular Stage 1 Grouping also have agreed (in writing) to becoming a Member. Where any such Stage 1 Owner would like to become a Member, the Stage 1 Owner must give written notice of such election to the Committee supported by written notice from the other required Stage 1 Owners in their Stage 1 Grouping. The Committee will prepare and provide a copy of the Encumbrance with the Stage 1 Owners as encumbrancers. Where the Stage 1 Owners all correctly execute the Encumbrance and return the same to the Committee, the Committee will execute the Encumbrance and lodge the same for registration with Land Information New Zealand. On registration of the Encumbrance, the Stage 1 Owners will be deemed Owners, with all the rights and obligations attributed thereto. Any reasonable costs associated with preparing and registering the Encumbrance will be borne by the Society.

Notwithstanding the provisions of Rule [8.58-4](#), the Society may, in its sole and absolute discretion, permit a Stage 1 Owner to become a Member irrespective of the number of other Owners within that same grouping that also wish to become Members.

### 8.5 **Subsequent Owners**

Each Member shall prior to transferring ownership of any Residential Lot which it owns procure that the purchaser of that Residential Lot enters into, executes and delivers to the Society a deed of covenant in favour of the Society, wherein the purchaser covenants to become a Member contemporaneously with the transfer of that Residential Lot, to remain a Member, and to observe and perform the obligations of a Member as set out in this Constitution, the Bylaws and the Covenants. The deed of covenant shall be prepared by the solicitors for the Society, and the selling Member shall pay the reasonable legal fees and disbursements of the Society's solicitors. Immediately following settlement of any sale of that Residential Lot, the Owner will give notice of the sale (including particulars of the name and address of the purchaser) to the Society. This requirement will also apply to Members owning a Shop, Retirement Village or Crèche who are transferring ownership of their Qualifying Lot.

### 8.6 **Encumbrance**

An Encumbrance substantially in the form annexed as Schedule C shall be registered against each Owner's Title whereby each Owner covenants, for the Owner and the Owner's successors in title from time to time, that:

- (a) upon becoming registered as proprietor of a Residential Lot or Qualifying Lot (if the categories of membership have been extended under the proviso to Rule 8.2) the Owner will immediately join (and be deemed to join) the Society as a Member; and
- (b) so long as the Owner is registered as proprietor of a Residential Lot or Qualifying Lot (if the categories of membership have been extended under the proviso to Rule 8.2) (and not otherwise) the Owner will at all times be and remain a Member in good standing of the Society; and
- (c) the Owner will promptly pay all Levies and other proper charges levied by the Society in respect of the Owner's Residential Lot or Qualifying Lot; and
- (d) the Owner will be bound by and will comply with the Constitution, including the Bylaws and the Covenants.

### 8.7 **Effect of Resignation**

A Member may only resign, and shall be deemed to resign, without any act required on the Member's part, immediately upon the Member ceasing to be an Owner. Notwithstanding the resignation of a Member the Member shall remain liable to the Society of any outstanding liabilities to the Society. No Member shall be entitled to any refund of Levies from the Society on resigning as a Member, but may recover the appropriate proportion of the Levies for the remaining financial year of the Society from the incoming Owner acquiring the Members' Residential Lot or Qualifying Lot.



### 8.8 **Certificate**

Any person proposing to take a transfer of a Residential Lot or Qualifying Lot may request, in writing, that the Society provide such person with such a certificate, as at a given date, setting out any liabilities to the Society of the Member proposing to transfer that property.

### 8.9 **Membership not Assignable**

Subject to Rule ~~8.58-4~~, membership, or any part thereof or any rights arising from membership, held by a Member may not be assigned, provided that:

- (a) on the death of a Member, the executor, administrator or trustee of the estate of that Member; and
- (b) in relation to a bankrupt individual Member, the assignee in bankruptcy of that Member;

shall be entitled to exercise all membership rights and privileges and shall be liable to fulfil all obligations of such Member.

### 8.10 **Mortgage of Lot**

If a mortgagee at any time gives a certificate to the Society confirming that the mortgagee has validly exercised its powers to enter into possession of a Member's Residential Lot or Qualifying Lot under a mortgage, then the Society may (but shall be under no obligation to) treat the mortgagee as if the mortgagee were a Member. The Society may, without any liability whatsoever for loss, take and act on advice or information contained in any certificate issued by a mortgagee in terms of this Rule which the Society believes to have been properly issued, even if there is or may be some defect in the advice or information contained in the certificate.

## 9 **DUTIES OF ALL MEMBERS**

### 9.1 **Constitution**

Each Member shall comply with the Constitution of the Society, including the Bylaws and the Covenants, which are deemed to be, and form part of, the Constitution.

### 9.2 **Levies**

Each Member shall pay the Annual Levy, and any Special Levies, set by the Society from time to time. The Society shall assess the Annual Levy and Special Levies in accordance with Rules 10.18 and ~~10.21~~~~10.20~~.

### 9.3 **Sale of Residential Lots or Qualifying Lots**

Where a Member sells a Residential Lot or Qualifying Lot (*Vendor*):

- (a) notwithstanding any other Rule in this Constitution, the Vendor will remain liable for sums owed to the Society by that Vendor;
- (b) the Vendor will continue to be liable as a principal debtor for all indebtedness of the purchaser of the Residential Lot or Qualifying Lot to the Society until such time as the deed of covenant specified in Rule [8.58.4](#) is received by the Society; and
- (c) the purchaser of the Residential Lot or Qualifying Lot will be liable as a Member for all indebtedness of the Vendor to the Society in respect of the Residential Lot or Qualifying Lot purchased, and any certificate of the Society given pursuant to Rule [8.88.7](#) will be conclusive as to the sum of this indebtedness.

### 9.4 **Occupiers and Invitees**

A reference in the Constitution, including the Bylaws or the Covenants, to an act or omission by any Member shall include any act or omission by the Occupier of such Member's property or any mortgagee in possession of that Member's property, and the Invitees of the Member, such Occupier and such mortgagee in possession, and the Member shall be liable for any such act or omission as if it were the act or omission of the Member, regardless of whether the Society is also entitled to recover in respect of that act or omission against the Occupier or Invitee.

Where the Occupier of a Residential Lot or Qualifying Lot is not the Owner of that Residential Lot or Qualifying Lot (*Non-Member Occupier*), that Owner shall:

- (a) advise the Society of such details of the Non-Member Occupiers of the Member's property as are necessary for the maintenance of the Register
- (b) ensure that [subject to all relevant provisions of the Residential Tenancies Act 1986](#) the following are terms of any lease, licence or other document defining the Occupier's occupancy rights:
  - (i) A term acknowledging that the non-Member Occupier is subject to the obligations, duties and liabilities, but not the rights, of a Member under the Constitution, including the Bylaws and the Covenants, as if the non-Member Occupier were a Member (save for those terms requiring the payment of Levies); and

- (ii) A term confirming that the term referred to at Rule 9.4(b)(i) above is inserted for the benefit of the Society and may be enforced by the Society pursuant to the Contracts (Privity) Act 1982; and
- (iii) A term entitling the Owner to terminate the Occupier's rights of occupancy for persistent or material breach of the Constitution, including the Bylaws and the Covenants, after any required notice has been given; and
- (iv) A term requiring the non-Member Occupier to procure that any subtenant or invitee comply with the Constitution, including the Bylaws and Covenants (save for those terms requiring the payment of Levies).

Each Member must take all reasonable steps (including enforcing the terms of any lease, licence or other document defining occupancy rights) to ensure all Occupiers comply with the terms of this Constitution, including the Bylaws and the Covenants. In any case of persistent or material breach by a Non-Member Occupier of this Constitution, including the Bylaws and the Covenants, the Owner shall on demand by the Society give the required notice of breach to the Occupier and on expiry of that notice without remedy of the breach terminate the Non-Member Occupier's right to occupy the property. A copy of this Constitution, including the Bylaws and the Covenants, must be attached to every lease, licence or other document defining occupancy rights. Further, each Member shall, if requested by the Society, provide evidence of the Member's compliance with this Rule.

#### 9.5 **Default**

Upon any breach or non-observance on a Member's part (*Offending Member*) of any of the provisions contained in this Constitution, including the Bylaws and the Covenants, and without prejudice to any other liability which the Offending Member may have to the Society and any person or persons having the benefit of the Constitution, the Offending Member will upon written demand being made by the Society:

- (a) remedy any breach (if capable of remedy) on such terms and conditions as may be imposed by the Society, which may involve being required to remove any vehicle or moveable items, structure or building material erected or placed on the Member's Residential Lot or Qualifying Lot in breach or non-observance of the terms of the Constitution; and/or
- (b) where damage has been caused by the Offending Member within the Addison Development, make good such damage.

In addition to any other rights the Society may have, whether under this Constitution, including the Bylaws and the Covenants or otherwise, where the Offending Member fails to remedy any breach within seven days of notice being given under Rule 9.5(a), the Society may impose upon the Offending Member a reasonable fine in respect of that breach, in any event not to exceed the sum of \$100 per day during which the breach continues or \$10,000 whichever is the lesser. Any fine imposed under this Rule will be a debt due and owing at law to the Society by the Offending Member.

#### 9.6 Remedies

In addition to any other right and remedies the Society may have:

- (a) where such a breach or non-observance described in Rule 9.5 continues for seven days after written notice is given by the Society to the Offending Member to remedy the breach, the Society may do anything, including paying money, necessary to remedy that breach or non-observance. The Society, its employees, officers, agents and contractors shall be entitled upon the giving of reasonable notice and during normal business hours to enter onto any Lot for the purpose of exercising this power and, without limitation, shall be entitled to remove any vehicle or moveable items, structure or building material erected or placed on the Member's Residential Lot or Qualifying Lot in breach or non-observance of the terms of the Constitution. The costs of any action taken by the Society under this Rule shall be borne by the Offending Member;
- (b) if the Offending Member has failed to pay any money owing to the Society within 30 days of the date of written notice being given making demand for that sum, the Society may pursue any processes of debt collection as the Society deems fit and proper and the amount of the debt plus the costs of debt collection shall be borne by the Offending Member;
- (c) if any money owing to the Society by a Member is in arrears and unpaid for 14 days after the due date for payment the Member shall pay interest on the amount unpaid at the Default Interest Rate calculated with daily rests from the due date to the date of payment; and
- (d) if any money owing to the Society by a Member is in arrears and unpaid for 30 days after the due date for payment, the amount due and owing shall be a charge against the Offending Member's Owner's Title, and the Offending Member shall grant on demand a registrable mortgage to the Society to secure that charge.

#### 9.7 Parking Violations

Notwithstanding Rule 9.6(a), if the written notice by the Society relates to a vehicle which is parked in contravention of the Covenants, and the Offending

Member breaches the same provision of the Covenants again, whether with the same or a different vehicle, the Society may forthwith arrange for the vehicle to be towed at the Offending Member's cost without being required to give further notice or wait seven days.

**9.8 Indemnity**

Each Member will indemnify the Society against any loss, claim, damage, expense, liability or proceeding (including solicitor-client costs) suffered or incurred at any time by the Society as a direct or indirect result of any breach of any of that Member's obligations contained or implied in this Constitution, including the Bylaws and the Covenants.

**9.9 Staged Development**

The Members acknowledge that the Addison Development is to be developed in stages, with new Owners becoming Members as each stage is completed.

**9.10 No Objections to Development**

Each Member acknowledges and confirms, as an independent acknowledgement and confirmation intended to be enforceable by the Developer, that the Member shall not object or take steps to object to any of the Developer's applications for consents and approvals required by the Developer for the Addison Development or necessary to facilitate the Developer's development plans, nor shall any Member permit anyone claiming an interest through or on behalf of or at the instruction of such Member to so object or take any such steps to object.

**10 COMMITTEE**

**10.1 Powers**

The administration of the Society and its powers and duties shall be vested in the Committee, subject to any powers, authorities and discretions reserved in this Constitution to the Society in meeting. The powers, authorities and discretions as exercised by the Committee are subject always to any limits which may from time to time be imposed by the Society in meeting.

**10.2 Bank Account**

The Society shall establish a bank account in the name of the Society at a New Zealand trading bank for the deposit of Society funds and the payment of accounts authorised by the Committee prior to payment. Any drawings on that account (including any cheque drawn on that account) shall be made only under the signature of the chairperson or the treasurer/secretary plus one other Committee member.

**10.3 Documents**

All documents requiring execution on behalf of the Society must be signed by the chairperson, or under the common seal of the Society, in each case in accordance

with a resolution of the Committee. The Committee shall obtain, and provide for the safe custody of, a common seal for the Society. Any document to which the common seal is affixed shall be signed by two Members of the Committee, or the Controlling Member (if there is one).

#### 10.4 **Composition**

Subject to Rule 10.5, the Committee shall comprise the following persons:

- (a) a chairperson;
- (b) a treasurer/secretary; and
- (c) a minimum of three and a maximum of ~~seven~~ fourteen general Committee members (*Committee Members*) or such other number of general Committee Members as determined by the Society in general meeting, before election of the Committee Member.

#### 10.5 **Committee Members**

Until the first annual general meeting, the Committee shall comprise the treasurer/secretary who shall be the Manager, and the chairperson who shall be the Controlling Member. . The Controlling Member shall also be a general Committee Member. Thereafter, subject to Rule 10.9, the balance of the Committee shall be elected by the Society at each annual general meeting to hold office until the next annual general meeting.

#### 10.6 **Retirement**

A Committee Member shall hold their position until the earlier of:

- (a) the election of Committee Members at the next annual general meeting (when a Committee Member shall be eligible for re-election);
- (b) the date that a Committee Member gives written notice of resignation to the Society;
- (c) the date of removal from such position in accordance with Rule 10.7;
- (d) the date of cessation of Membership; or
- (e) the death of the Committee Member.

#### 10.7 **Removal**

A Committee Member may be removed before the expiration of his or her term of office, by resolution of a special meeting of Members, which resolution may also appoint a replacement Committee Member.

**10.8 Vacancy**

In the event of a casual vacancy in any position on the Committee (whether caused by death, cessation of membership from the Society, or some other means), the remaining Committee Members may (by majority vote, and irrespective of whether they constitute a quorum), appoint another Member to fill the vacancy until the position is filled by the Society in general meeting.

**10.9 Manager and Controlling Member**

Notwithstanding any other Rule in this Constitution, the Manager shall remain as treasurer/secretary, and the Controlling Member (if there is one) shall remain as a general Committee Member for so long as they remain Manager and Controlling Member respectively, and the Society shall not be entitled to remove either from those positions for any reason whatsoever.

**10.10 Proceedings**

The Committee may meet together, adjourn and otherwise regulate its meetings and procedures for conducting its business as it thinks fit. Subject to the provisions of Rule 10.8, 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 treasurer/secretary shall, upon the request of any Committee Member, convene a meeting of the Committee.

**10.11 Addison Development**

Any Member of the Society may raise issues concerning the Addison Development by way of a written request to the Committee to summon a special meeting of the Committee for such discussion and resolution and the Committee shall not unreasonably decline such requests.

**10.12 Chairperson**

The Committee from time to time shall appoint a chairperson for such term as it sees fit from one of their number to chair Committee meetings and otherwise exercise the powers of the chairperson set out in this Constitution. The Committee may remove and replace a chairperson.

**10.13 Quorum**

The quorum necessary for the transaction of the business of the Committee may be fixed by the Committee and unless so fixed shall be two if there are not more than six Committee Members and three otherwise. If the number of Committee Members is reduced below the number which would constitute a quorum the remaining Committee Members may act for the purpose of increasing the number of Committee Members to that number or of summoning a general meeting of the Society but for no other purpose. Notwithstanding any other provision of this Constitution, no quorum shall be established unless the Controlling Member (if there is one) is present.

**10.14 Voting**

Each Committee Member shall be entitled to exercise one vote and all matters shall be determined by simple majority of votes, provided that the Controlling Member (if there is one) shall be entitled to exercise a number of votes equal to one more than the number of other Committee Members present at any Committee meeting. In the case of equality of votes the matter shall be referred to a general meeting of the Society for a decision. Notwithstanding any contrary provision in this Constitution, a resolution in writing signed by such of the Committee Members as would constitute a quorum at a Committee meeting shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and constituted.

**10.15 Validity**

All acts properly done by any meeting of the Committee or by any person acting as a Committee Member, notwithstanding that it may afterwards be discovered that there was some defect in the appointment or continuance in office of any such Committee Member, or that they were disqualified, 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 Committee Member.

**10.16 Minutes**

The treasurer/secretary shall cause proper minutes to be kept of the proceedings of all meetings and all meetings of the Committee. All business transacted at such meetings 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.

**10.17 Budget**

The Committee shall prepare annual accounts from all receipts of actual Operating Expenses for the preceding Expense Year and an estimate for the next Expense Year, both of which shall be made available to Members as soon as is reasonable thereafter.

**10.18 Annual Levy**

The Annual Levy for each category of Member shall be an equal share, or such other share as the Committee shall deem fair and reasonable from time to time, of the estimated Operating Expenses for that Expense Year arising out of the Society's expenditure on all general items within the Addison Development (not including the maintenance, repair or restoration of the Access Lots or Common Yards), plus:

- (a) for Category 2 Members with an amalgamated share of a Common Yard, an equal share of the total budget approved at an annual general meeting arising out of the Society's expenditure on Common Yards;



- (b) for Category 2 Members with an amalgamated shares of an Access Lot, an equal share of the total budget approved at an annual general meeting arising out of the Society's expenditure on Access Lots;
- (c) for Category 3 Members, an equal share of the total budget approved at an annual general meeting arising out of the Society's expenditure on Common Yards and Access Lots;
- (d) for Category 4 Members with an amalgamated share of a Common Yard, an equal share of the total budget approved at an annual general meeting arising out of the Society's expenditure on Common Yards and Reserve Lots;
- (e) for Category 4 Members with an amalgamated share of an Access Lot, an equal share of the total budget approved at an annual general meeting arising out of the Society's expenditure on Access Lots and Reserve Lots; and
- (f) for any additional categories, created under Rule 8.2, an equal share of the total budget approved at an annual general meeting arising out of the Society's expenditure on any additional or specific works required for, or as a result of, that use.

As soon as reasonably practicable after the commencement of the Expense Year, the Committee shall give written notice to each Member of the Annual Levy for the current year, and the due date for payment of the Annual Levy.

#### 10.19 **Assessment of Stage 1 Levies**

For the avoidance of doubt, where:

- (a) any Stage 1 Owner has become a Member; and
- (b) such Stage 1 Owner would be either a Category 2 Member or a Category 3 Member by virtue of owning a share in access lot or common yard in Stage 1,

such Stage 1 Owner shall be deemed a Category 1 Member for the purposes of assessing Levies unless 80% of the Stage 1 Owners in their Stage 1 Grouping have become Members in accordance with Rule 8.4

#### 10.20 **New Residential Lots and Qualifying Lots Levies**

Notwithstanding that in any Expense Year new Residential Lots or Qualifying Lots may be created and new Members may join in accordance with Rules ~~8.4~~ and 9.8 (*New Members*), the Annual Levy for that Expense Year will not be reviewed or reallocated. However, the Society will levy any New Member an amount which

is equal to a pro rata share of the Annual Levy of existing Members in the same category as the New Member, or such other amount as the Committee shall deem fair and reasonable from time to time for a New Member.

#### 10.21 **Special Levies**

In the event the Annual Levy is inadequate for the costs and liabilities of the Society in any Expense Year the Committee may from time to time fix such Special Levies as the Society considers are necessary for the Society to meet its obligations under this Constitution PROVIDED THAT where such Special Levy is necessary to carry out greater than normal works, repairs or reconstruction to an Access Lot or Common Yard, THEN such Special Levy shall only be assessed against the Members who own a share in that particular Access Lot or Common Yard (as the case may be). In all other cases, any Special Levy will be assessed equally between all Members.

#### 10.22 **Surplus Funds**

Any surplus funds from any calendar year shall be carried forward as a credit toward the following year's budget.

#### 10.23 **Duties of the Treasurer/Secretary**

The treasurer/secretary shall:

- (a) convene meetings when requested to do so in accordance with this Constitution;
- (b) give all notices required to be given by this Constitution or as directed from time to time by the Society or the Committee;
- (c) keep minutes at all meetings and Committee meetings which shall be made available for inspection by any Member on request at any reasonable time and enter into the minute books:
  - (i) the time, date and venue of such meeting;
  - ~~(ii)~~ the details of any postal votes validly received and cast at such meeting;- and
  - ~~(ii)~~ (iii) all business considered and resolutions passed at such meeting;
- (d) hold in safe custody the common seal of the Society;
- (e) receive, and issue receipts for, all Annual Levies, Special Levies, and any other moneys paid to the Society;
- (f) operate and maintain a bank account in the name of the Society;

- (g) pay all accounts properly incurred by or on behalf of the Society;
- (h) report immediately to the Society any Member who fails to pay Annual Levies or Special Levies within a prescribed period;
- (i) keep all financial records;
- (j) compile all proper accounting records from time to time as required by the Act or by the Committee; and
- (k) compile the Annual Financial Statement, and provide for the auditing of the accounting records of the Society and the distribution of the Annual Financial Statement to Members.

## 11 **MANAGER**

### 11.1 **First Manager**

The first Manager will be Addison Developments Limited, which shall manage the Society in accordance with the Management Agreement substantially in the form attached as Schedule D to this Constitution. On expiry of the Management Agreement, a new Manager will be appointed by the Committee under Rule 11.2.

### 11.2 **Duties**

Subject to Rule 11.1, the Committee must 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 specified in this Constitution and otherwise as the Committee sees fit.

## 12 **MEETINGS**

### 12.1 **Annual General Meeting**

The annual general meeting shall, in addition to any other meetings, be held at least once in every calendar year and not more than 15 months after the holding of the last preceding annual general meeting on such day as the Committee determines. The first annual general meeting shall be held within 12 months of incorporation of the Society on which date the Society shall elect a Committee to manage the affairs of the Society. A Member entitled to vote at the annual general meeting may give notice to the treasurer/secretary of any business that the Member requires to be considered at the next annual general meeting, and the treasurer/secretary shall include such business in the notice for the next annual general meeting, provided that if a Member gives such notice within 10 Working Days of the next annual meeting, such business may be deferred for consideration to the following annual general meeting.

## 12.2 **Business**

The business of each annual meeting shall be:

- (a) to confirm the minutes of the last annual meeting and of any meeting held since that annual meeting;
- (b) to establish and approve the annual budget for undertaking the Society's duties for the following year;
- (c) to receive and consider the Annual Financial Statement and the report of the auditor thereon;
- (d) the election of Members of the Committee pursuant to Rule 10.5; and
- (e) any other business set out in the notice of meeting.

## 12.3 **Convening Meeting**

The treasurer/secretary shall convene a special meeting of the Society upon:

- (a) a written request by any Member of the Committee; or
- (b) a written request by 50% of the Owners.

## 12.4 **Meeting Rights**

Each Member shall be entitled to receive notice of, attend and be heard and vote at a meeting, provided that no Member may vote at any meeting if at such time the Member is in default under this Constitution.

## 12.5 **Notice**

The treasurer/secretary shall, at least seven days before the date fixed for holding a meeting, cause to be sent to each Member entitled to receive notice at the Member's address appearing in the Register, a notice of ~~the~~ meeting.

## 12.6 **Contents of notice**

The notice sent under Rule 12.5 must include:

- (a) the place, date and time of the meeting;
- (b) ~~and~~ the nature of the business to be transacted at the meeting;
- (c) the address (which may be electronic) and details of the person(s) who is authorised to receive and count postal votes for the meeting (such person to be the treasurer/secretary unless he or she is unavailable); and

(d) details of the form in which any postal votes are to be sent to the authorised recipient.

~~-provided that~~ Any irregularity in a notice of meeting is waived if a majority of Members entitled to attend and vote at the meeting attend the meeting, or otherwise agree to the waiver.

#### ~~12.6~~12.7 **Chairperson**

The chairperson of the Committee, shall preside as chairperson at each meeting of the Society. If the chairperson is absent from a meeting, the Members present and entitled to vote shall elect one of their number to preside as chairperson at the meeting.

#### ~~12.7~~12.8 **Quorum**

No business shall be transacted at the meeting unless a quorum of Members is present. While there is a Controlling Member of the Society, the quorum shall be the Controlling Member. When there ceases to be a Controlling Member of the Society, the quorum shall be not less than ~~30~~50 Members for the time being entitled to vote (to be varied from time to time by the Society).

#### ~~12.8~~12.9 **Adjournment**

If within half an hour after the appointed time for the commencement of a meeting the quorum is not present, the meeting if convened upon the requisition of the Members shall be dissolved, but in any other case shall stand adjourned to the day, time and place determined by the chairperson of the meeting. No notice need be given with respect to the adjournment of a meeting. No business may be considered at any adjournment other than business which might have been considered at the meeting.

#### ~~12.9~~12.10 **Adjourned Meeting**

If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the adjourned meeting the Members present shall constitute a quorum.

#### ~~12.10~~12.11 **Vote**

Subject to Rule ~~12.10~~12.11, each Member shall have one vote on any question to be decided at a meeting. In the event of equality of voting at a general meeting the chairperson shall have a casting vote.

#### ~~12.11~~12.12 **Controlling Member's Vote**

At any general or special meeting of the Society, the Controlling Member (if there is one) shall be entitled to exercise the number of votes equal to one more than the votes exercised by the Members voting in person or by proxy.

**~~12.12~~12.13 Corporation Representatives**

Any corporation which is a Member may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Society, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which that person represents as that corporation could exercise if it were an individual Member, and references in this Constitution to a Member being present in person shall mean and include a representative appointed pursuant to this Rule, and such person may also stand for election to the Committee.

**~~12.13~~12.14 Method of Voting**

Voting at all meetings shall, unless a poll is demanded, be conducted by either of the following methods as determined by the chairperson of the meeting:

(a) by Members or their proxies or representatives signifying individually their assent or dissent by voice; or

(b) by Members or their proxies or representatives voting by a show of hands,

provided that in each case, the number of validly received postal votes shall be counted by the chairperson towards the matter being voted on.

**12.15 Postal Voting**

Members shall be entitled to exercise the right to vote for or against a matter to be voted on at a meeting by casting a postal vote, provided that in order to be counted a postal vote must be:

(a) in the form prescribed in the notice of meeting (and legible);

(b) sent to person specified in the notice of meeting under Rule 12.2(c)12.6(c); and

(c) received by such person at or prior to the meeting,

although the authorised recipient of postal votes may waive non-compliance with these requirements where, in his or her opinion, the Member's intention with respect to the vote is clear despite such non-compliance.

**~~12.14~~12.16 Poll**

At a meeting, a poll may be demanded (before or on the declaration of the result of the vote) by any Member. For the avoidance of doubt, if a poll is demanded, any validly received postal votes on that matter shall be counted in the vote.

~~12.15~~12.17 **Proxy**

Any vote to be cast at a general meeting of the Society may be exercised personally or by proxy. Where two or more persons are jointly entitled to exercise one vote and wish to do so by proxy that proxy shall be jointly appointed by them and may be one of them. A proxy shall be appointed in writing. If only one of those persons is present at a general meeting and they have not appointed a proxy as aforesaid, he or she may exercise the vote.

~~12.16~~12.18 **Carrying of Resolutions**

Other than with respect to the election of general Committee Members in accordance with Rule 10.5, and subject to Rule ~~12.12~~12.11, a resolution of Members shall only be carried if a majority of those Members attending the meeting vote in support of such resolution.

~~12.17~~12.19 **Declaration**

A declaration by the chairperson of the meeting, to the effect that any resolution has been carried, or lost, and an entry to that effect in the minute book of the Society shall be conclusive evidence of the fact without proof of the number of votes recorded in favour of or against the resolution.

~~12.18~~12.20 **Written Resolution**

A resolution in writing, signed or assented to whether by letter, telegram, cable, telex or facsimile by a majority of Members and the Controlling Member (if there is one) is valid and effective as if it had been passed at a meeting. Any such resolution may consist of several documents (including facsimile or other similar means of communication).

~~12.19~~12.21 **Failure to Give Notice**

The accidental omission to give notice of a meeting to, or the failure to receive notice of a meeting by, any person, does not invalidate proceedings at the meeting.

**13 ANNUAL FINANCIAL STATEMENT****13.1 Preparation**

The Society shall prepare the Annual Financial Statement as soon as practicable after the expiry of each Expense Year, and in any event no later than three months after the expiry of each Expense Year.

### 13.2 **Audit**

The Annual Financial Statement may be audited by the auditor or the Society may resolve to dispense with an audit. The auditor shall be furnished by the Society with all information, accounts and explanations as may be necessary for the performance of the duties of the auditor. The auditor shall certify (so far as appropriate) as follows:

- (a) that he has conducted the audit;
- (b) whether or not he has obtained all of the information and explanations he has required; and
- (c) whether or not the Annual Financial Statement is in his opinion properly drawn up so as to give a true and fair view of the income and expenditure, and assets and liabilities, of the Society. A copy of the auditor's certificate shall appear on all copies of the Annual Financial Statement provided to a Member and considered at an annual meeting.

### 13.3 **Auditor**

The auditor shall (unless resolved to the contrary by the Society) be a member of the New Zealand Society of Accountants and shall be appointed, and thereafter removed and replaced, by the Committee.

## 14 **MISCELLANEOUS**

### 14.1 **Amendment**

This Constitution shall not be amended, added to or rescinded except at an annual general meeting, or a general meeting convened for that purpose, and unless written notice of the proposed amendment, addition or rescission shall have been given to all Members in accordance with this Constitution.

No Rule, including this one, shall be amended, added to or rescinded except by Special Resolution, and with the written consent of the Controlling Member (if there is one).

### 14.2 **Rights of Controlling Member**

- (a) Notwithstanding any other Rule in this Constitution, this Constitution shall not be amended, added to or rescinded so as to alter, add to or rescind: Rule 6; or
- (b) Rule 10.13; or
- (c) Rule 10.14; or



- (d) Rule 11.1; or
- (e) Rule ~~12.8~~~~12.7~~; or
- (f) Rule ~~12.12~~~~12.11~~; or
- (g) Rule ~~12.20~~~~12.18~~; or
- (h) this Rule 14.2;

without the written consent of the Controlling Member (if there is one).

#### ~~14.2~~~~14.3~~ **Dissolution**

Upon the winding up of the Society in accordance with the provisions of the Act, all surplus assets after the payment of all costs, debts and liabilities shall be distributed among Members equally.

#### ~~14.3~~~~14.4~~ **Notice**

A notice may be given by the Society to any Member either personally, or by sending such notice to the Member through the post or, by facsimile to the Member's address or facsimile number entered in the Register. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting (in the case of an address outside New Zealand by airmail post) a letter containing the notice, and to have been effected in the case of an address within New Zealand on the day after the date of its posting, and in the case of an address outside New Zealand on the third day after the date of its posting. A notice sent by facsimile during a Working Day between 9.00am and 5.00pm (New Zealand time) shall be deemed to be received upon completion of an error free transmission and in every other case shall be deemed to be received at 9.00am (New Zealand time) on the next Working Day after it is sent.

#### ~~14.4~~~~14.5~~ **Several Owners**

Where there is more than one Owner with respect to any Lot:

- (a) notice may be given by the Society to each of such Owners by giving notice to the Owner first named in the Register; and
- (b) each Owner shall have joint and several liability with respect to all obligations of such Owners as a Member to the Society.

#### ~~14.5~~~~14.6~~ **Indemnity**

The Society shall indemnify each Committee Member for any liability incurred in respect of the affairs of the Society, other than a liability arising out of the wilful breach of this Constitution by the Committee Member.

**~~14.6~~14.7 No Liability**

No Committee Member shall be responsible for any loss that may result from the acts or omissions of such person as a Committee Member, except in the case of wilful breach of this Constitution by the Committee Member.

**~~14.7~~14.8 Arbitration**

In the event of any dispute arising within the Society or the Committee which is unable to be resolved by the Society or the Committee within sixty (60) days of the dispute, any Member may have the matter settled by arbitration before a sole arbitrator appointed by the President or Vice president of the Auckland District Law Society or any replacement body for the time being. Such arbitration shall be carried out in accordance with the Arbitration Act 1996 or any enactment in substitution thereof. The liability for the costs of such arbitration shall be allocated by the arbitrator to the parties to the dispute as the arbitrator sees fit and paid within 30 days of invoice. Any charges, awards, costs of arbitration not paid by due date shall bear interest at the Default Interest Rate calculated with daily rests from the due date to the date of payment.

**~~14.8~~14.9 Multiple Ownership**

If a Member owns more than one Residential Lot or Qualifying Lot, then for so long as that Owner owns more than one Residential Lot or Qualifying Lot:

- (a) that Member will be deemed to have separate membership for each Residential Lot or Qualifying Lot that it owns;
- (b) that Member will have one vote at any general or special meeting of the Society for each Residential Lot or Qualifying Lot that it owns;
- (c) that Member will be liable to pay separate Annual Levies and Special Levies for each Residential Lot or Qualifying Lot that it owns; and
- (d) that Member will remain as a Member of the Society until it no longer owns any Residential Lots or Qualifying Lots within the Addison Development and has procured direct deeds of covenant from the purchaser of each Residential Lot or Qualifying Lot pursuant to Rule ~~8.5~~8.4.

**~~14.9~~14.10 Severability**

If any part of this Constitution is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Constitution.

## **SCHEDULE A**

### **Society Bylaws**

#### **Conduct and Noise**

- 1 No Member shall engage in, or allow any person to engage in, any criminal activity within the Addison Development.
- 2 No Member shall make or permit any improper or unseemly conduct or noises within the Addison Development, nor act in any fashion so as to annoy or disturb any other Member.
- 3 If intoxicating liquor is consumed within the Addison Development, the Member shall ensure that all laws governing the consumption of intoxicating liquor are complied with.
- 4 The Society reserves the right to exclude or evict from the Addison Development any person who in the opinion of the Society is under the influence of intoxicating liquor, drugs or substances, or who in any manner acts in violation of the Constitution or these Bylaws.
- 5 No Member shall burn any material or substance within the Addison Development or do anything which may create a fire hazard or contravene fire regulations.
- 6 No Member shall dispose of any rubbish except into bins or receptacles for removal on usual days by the Relevant Authority or by independent contractors.

#### **Members' Residences**

- 7 Each Member shall have the duty to keep each Residential Lot or Qualifying Lot which they own within the Addison Development and all improvements to those Residential Lots or Qualifying Lots (including all lawns, gardens and 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 the Residential Lot or Qualifying Lot to detract from the general standards established for the Addison Development.
- 8 Each Member shall at all times comply with the requirements of all statutes, regulations and Relevant Authorities, and shall duly and punctually pay all rates, taxes, charges and other outgoings payable in respect of that Member's Residential Lot or Qualifying Lot.
- 9 Each Member shall properly secure that Member's Residential Lot or Qualifying Lot when it is not occupied.

- 10 Each Member shall be liable for the costs of repairing any damage caused by that Member's, visitors, invitees, guests or tenants.

**SCHEDULE B**

**Covenants**  
(see annexed)

**SCHEDULE C**

**Copy of form of Memorandum of Encumbrance**  
(see annexed)

**SCHEDULE D**

**Management Agreement**  
(see annexed)

**SCHEDULE E**

**Addison Development Plan**  
(see annexed)



**SCHEDULE F**

**Stage 1 Plan/Stage 1 Grouping Plan**  
(see annexed)