RULES OF THE BELLA VISTA RESIDENTS' ASSOCIATION INCORPORATED

DATED March 2021

1. NAME

1.1 The name of the Association is the Bella Vista Residents' Association Incorporated.

2. DEFINITIONS AND INTERPRETATIONS

2.1 In these Rules, unless the context otherwise requires:

"Act" means the Incorporated Societies Act 1908.

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

"Association" means the Bella Vista Resident's Association Incorporated.

"Bella Vista" means the development of the Bella Vista Land completed by the Developer.

"Bella Vista Land" means the land currently comprised in Identifier NA 124N477

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

"Bylaws" means the bylaws set from time to time in accordance with Rules 9.1.

"Capital Improvements" means repairs to, and the replacement or renewal of, or any additions to, the Common Facilities.

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

"Common Facilities" means the Private Way, main bridge, pedestrian link and any other buildings or structures or improvements held, operated or managed by the Association.

“Contingency Fund” means a fund established by the Association to cover unforeseen costs that may arise in the future and are not included in Long Term Maintatance provision.

"Council" means Auckland Council or its successor and any other territorial authority having jurisdiction over the Bella Vista Land.

"Design Control Committee" means the Design Control Committee appointed from time to time in accordance with Rule 11.

"Director" means an Owner appointed to the Board in accordance with these Rules.

"Expense Year" means each 12 month period commencing on 1 April and ending on 31 March, or such other 12 month period as the Board from time to time sets and includes the broken period commencing on the date of incorporation of this Association, and ending on the 31 March next following.

"Initial Design Guidelines" means the Design Guidelines attached as schedule 1 to these rules.

"Invitee" means any invitee, visitor, or occupier of the Lots authorised or approved by an Owner.

“Long Term Maintenance Fund” means a fund that is established by the Association to cover future expediture on the Association’s assets to keep them in goo working order.

"Lot" means all and any of the separate certificates of title held to or to be held by Owners comprised in the Bella Vista Land.

"Memorandum of Encumbrance" means the memorandum of encumbrance registered against the Lots.

"Offending Owner" means any owner of a Lot, or that Owners invitees or occupiers who breach these Rules.

"Operating Expenses" means the total sum of all expenses incurred by the Association on behalf of the Owners collectively and properly assessed or assessable paid or payable in respect of the Common Facilities and the operation of the Association on behalf of the Owners (including without limitation rates payable in respect of the Private Way).

"Owner" means each person (whether individually or with others) registered as a proprietor of a Lot.

"Owner's Proportion" means the Owner's share of the Operating Expenses based on the proportion that the Owner's Lot bears to the total number of Lots comprised within the Bella Vista Land.

"Private Way" means the main private access to the Lots comprised in lot 41 on Deposited Plan 351196 to be owned and maintained by the Association, together with all supporting structures including without limitation any bridges.

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

"Registrar" means the person holding the office from time to time of Registrar of Incorporated Societies in terms of the Act. "Rules" means these rules including the bylaws as originally framed or as from time to time altered by resolution of the Association.

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

"Special Contribution" means a levy imposed on all the Owners for the purposes of meeting the costs incurred in exercising the Objects of the Association where the same has been made as provided by Rule 6.5.

"Treasurer" means the treasurer of the Association, appointed by the Board.

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

Interpretation

2.2 Unless the context otherwise requires, in these Rules:

(a) Headings are inserted for convenience only and shall be ignored in construing any matter;

(b) Words denoting the singular number only shall include the plural and vice versa and words denoting any gender shall include all genders;

(c) Words denoting individuals shall include corporates and vice versa;

(d) References to any legislation or to any provision of any legislation shall be deemed to be references to that legislation or provisions as from time to time amended, re-enacted or substituted and, unless otherwise stated, to New Zealand legislation and further, unless the context otherwise requires, shall also include any statutory instruments or regulations issued under any such legislation or provision;

(e) References to a "party", "person" or "entity" include a natural person, individual, firm, company, corporation, association, or other entity, whether incorporated or not and whether or not having a separate legal personality, and includes their respective successors, assigns, executors and administrators;

(f) "written" and "in writing" includes all means of reproducing words in a tangible and permanently visible form.

3. OBJECTS

General

3.1 The objects of the Association are:

(a) to provide for the maintenance, repair and replacement of the Common Facilities within the Bella Vista Land and, if approved by the Association in general meeting, the development of further facilities to be designed as Common Facilities;

(b) to appoint the Design Control Committee from time to time and provide the mechanism and structure for the promulgation and enforcement of the Design Guidelines;

(c) to ensure that the Private Way is maintained to Council's Standards for Engineering Design and Construction;

(d) maintain the landscaping in and around the Private Way and any other Common Facility;

(e) to do all such things as may appear desirable to achieve the objects of the Association; (f) to enforce compliance with the Rules of the Association.

Compliance

3.2 The Owners appoint the Association to manage their collective interests as co-owners of the Common Facilities and, as Owners of individual Lots, agree to be bound by the Rules of the Association which will operate to govern the use and

enjoyment of the Bella Vista Land and which will constitute a binding agreement between the Owners for the use and enjoyment of the Bella Vista Land. The Association through its Rules provides for the regulation of Owners' rights in relation to each of their co-owners in respect of the Bella Vista Land and, as such, the Association will, on the Owners' behalf, enforce the Rules of the Association. No Owner shall be entitled to take any action in law or otherwise in respect of any matter or thing done or omitted to be done without first, on each occasion, referring the matter or thing to the Association and allowing the Association a reasonable opportunity (having regard to the seriousness and nature of the default) to enforce the terms of the Rules against the defaulting Owner.

4. MEMBERSHIP

Owners to be Members

4.1 Each and every Owner shall be a member of the Association and for that purpose:

(a) The Memorandum of Encumbrance shall be registered against each Lot in favour of the Association, whereby each Owner is deemed to be a member of the Association, and thereby bound by the Rules of the Association and will perform the obligations of a member of the Association as set out in the Rules;

(b) An Owner shall resign and be deemed to have resigned from the Association immediately that Owner ceases to be an Owner of a Lot, provided such resignation shall not relieve a person of any obligation or liability arising before that person ceased to be an Owner; and

(c) Each Owner shall, immediately upon becoming an Owner (and thereafter as any details change), provide the Association with the details necessary for maintenance of the register of Owners pursuant to Rule 4.2.

Register of Owners

4.2 The Association shall maintain a register of Owners recording:

(a) For each Owner: name, address, occupation, telephone number and email (at home and at work);

(b) For each Occupier: name, address, occupation, telephone number and email (at home and at work);

(c) Membership: the date upon which each Owner became an Owner;

(d) Mortgagee: the name, contact person, telephone number and email of any person holding a mortgage or charge or other encumbrance over the Owner's property.

No Notice of Trust

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

Not Assignable

4.4 The rights, privileges and obligations of an Owner are not assignable.

5. USE OF BELLA VISTA LAND Use of Bella Vista Land

5.1 Subject to any Rules of the Association relating to the use of the Bella Vista Land, each Owner and their Invitees shall be entitled to make full use of their individual Lot and the Common Facilities.

Persons not entitled to use the Bella Vista Land

5.2 No person other than those persons set out in Rule 5.1, (and any person who has legal right over the Common Facilities including with limitation by way of registered easement) shall be entitled to have access to and use of the Bella Vista Land.

6. SUBSCRIPTIONS AND FINANCIAL YEAR

Levies

6.1 Prior to or as soon as practicable after the commencement of each Expense Year the Association shall, by written notice, advise each Owner of the Association's Annual Levy to cover each Owner's Proportion of Operating Expenses, Long-term Maintenance Fund contribution, and Contingency Fund contribution for that Expense Year.

Payment of Levies

6.2 Each Owner (and where there are more than one Owner for each Lot each Owner of a Lot shall be jointly and severally liable), shall pay the Association's Annual Levy applicable to each Owner(s)' Lot applicable to that Expense Year. Payment shall be made by the Owner in the manner set by the Association.

Statement of Operating Expenses

6.3 As soon as practicable after the end of each Expense Year the Association shall provide to each Owner an itemised statement of the actual Operating Expenses for the previous Expense Year.

6.4 The Association shall, in advance of each Annual General Meeting, provide to each owner an itemised statement containing the estimates for Long-Term Maintenance for the ensuing years.

Special Contribution

6.5 The Members through general meeting may from time to time fix an additional levy to be paid by each Owner together with

the Annual Levy for that Owner, to be set aside as a sinking fund to allow for and meet the costs of Capital Improvements, emergency repairs or the enforcement of the Objects of the Association provided that the proportion that any levy payable by an Owner under this Rule bears to the total levies payable by all the Owners shall be equal to that Owner's proportion.

Association to provide Statement

6.6 The Association shall, on application by an Owner, or any person authorised in writing by such Owner, provide the Owner or

authorised person with a statement of the indebtedness of the Owner to the Association calculated to the date specified in the application. The statement shall show:

(a) the Association's estimate of such Owner's Proportion of the Operating Expenses for the current Expense Year;

(b) payments made by the Owner on account of Operating Expenses in the current Expense Year;

(c) payments due from the Owner on account of Operating Expenses in the current Expense Year and from previous Expense Years and not paid by the Owner; and (d) any accumulated unpaid default interest.

7. RULES AND BYLAWS

7.1 Each Owner agrees to promptly and fully comply with each and every Rule and bylaw set out herein or made by the Association from time to time, and any further covenants given in favour of the Association by such Owner.

7.2 Each Owner acknowledges that they will take all reasonable care in using the Common Facilities and hereby confirm that all rights are exercised at an Owner's own risk, or at the risk of the Owner's Invitee (as the case may be) and the Owner will not hold the Association or any other Owner, or their respective successors in title liable in any way for any loss, damage or injury sustained by that Owner or Invitee.

8. BREACH OF OBLIGATIONS Occupiers and Invitees

8.1 A reference to an act or omission by any Owner, shall include any act or omission by any mortgagee in possession of that Owner's Lot or the occupiers of such Owner's Lot, the Invitees of such occupier and the Invitees of such Owner or the mortgagee in possession of that Lot.

8.2 An Owner must advise the Association of details of the occupiers of the Owner's Lot. Each Invitee shall be deemed to have knowledge of the Rules and each Owner is responsible and shall be held liable for acquainting the Invitee with the Rules. In the case of occupiers of a Lot, each relevant Owner must take all reasonable steps (including enforcing the terms of any lease/licence) to ensure occupiers comply with these Rules. In any case of persistent default by an occupier of these Rules, the Owner shall on demand by the Association, terminate the occupier's right to occupy the Lot.

8.3 A copy of these Rules shall be attached to every lease, licence, or other document defining occupancy rights and any such

document must contain an obligation on the occupier to observe and comply with the Rules.

8.4 Where damage has been caused to any part of the Common Facilities, the Offending Owner shall immediately make good such damage at its own cost. Where the Offending Owner is the Owner of a Lot owned by more than one Owner, all such Owners will be jointly and severally liable for such damage.

Consequences

8.5 Upon any breach of these Rules by an Offending Owner (or their Invitees):

(a) If such default continues for seven (7) days after notice is given by the Association to the Offending Owner to remedy the default, the Association may do anything, including paying money, necessary to remedy the default.

(b) All money paid and expenses incurred by the Association (including any legal costs of the Association) in remedying, or attempting to remedy, any breach by an Offending Owner of these Rules, or incurred in the exercise, or attempted exercise, or enforcement or attempted enforcement of any power, right or remedy of the Association in respect of such breach, shall be a debt due from the Offending Owner to the Association.

(c) If any money payable by an Offending Owner to the Association is in arrears and unpaid for seven (7) days (whether or not formal demand for payment has been made and without any formal demand being necessary) such money shall be payable on demand and shall bear interest at the rate of 5% above the Association's banker's overdraft rate (or in the absence of such rate other benchmark lending rate as nominated by the Board) applicable during the continuance of the default, computed on a daily basis from the due date until the date of payment in full.

9. OBLIGATIONS OF THE ASSOCIATION

Bylaws

9.1 The Association may promulgate, amend and distribute to the Owners from time to time bylaws for the use of Bella Vista Land by Owners and their Invitees (including any restrictions on use for security, maintenance or other reasons) and bylaws concerning the behaviour of the Owners and Invitees. The first such bylaws shall be those bylaws attached as Schedule 2 to these Rules. No amendment may be made to the Bylaws so far as they affect the use and operation of the Private Way without the prior written approval of the Council.

Repair of Common Facilities

9.2 The Association shall ensure the proper operation, maintenance, repair, renovation and replacement of the Common Facilities, and shall undertake such Capital Improvements as are necessary for this purpose.

Insurance

9.3 The Association may effect and maintain insurances if it considers it prudent to do so with respect to the Common Facilities and the Association's affairs, and shall meet all costs of such insurance (which shall include all valuations and other professional fees required or deemed desirable for the purposes of such insurances and the cost of certificates relating to such insurances). Design Guidelines

9.4 The Association shall ensure that the Design Guidelines are enforced in accordance with Rule 11.

10 ADMINISTRATION AND SECRETARY

Administration

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

10.2 All documents and written announcements requiring execution or signing on behalf of the Association must be signed by the Chairperson or the Secretary (and in the case of a Secretary which is a body corporate, by a duly authorised representative of that body).

Duties of Secretary

10.3 The duties of the Secretary shall include:

(a) convening Annual General Meetings and other general meetings of the Association when required to do so in accordance with these Rules and likewise convening meetings of the Board;

(b) giving all such notices as the Association in general meeting or the Board may instruct or which the Association may be required to give to Owners in the manner provided in these Rules;

(c) keeping minutes of all meetings of the Association and of the Board and entering the same in the minute book kept for that purpose;

(d) issuing and receiving correspondence on behalf of the Association;

Duties of Treasurer

10.4 The duties of Treasurer shall include:

(a) performing or supervising the performance of the clerical work for, and the maintenance of proper records of, the Association;

(b) maintaining a membership register for the Association;

(c) giving all such notices, certificates or information to the Registrar as may be required by the Act or by the Registrar pursuant to the Act;

(d) receiving all fees, subscriptions, levies and other moneys paid to the Association and issuing receipts;

(e) opening and operating a current bank account in the name of the Association;

(f) making such deposits and investments in the name of the Association as the Board may determine from time to time;

(g) paying all accounts and making all advances passed for payment by the Board;

(h) keeping all financial records of the Association and ensuring their safe-keeping together with any security documents;

(i) reporting to the Board any Owner who shall fail to pay fees, levies, subscriptions or other moneys properly payable by that Owner to the Association within the prescribed period;

(j) communicating with the Council and advising the Council of the address of the Association from time to time.

11. DESIGN GUIDELINES

11.1 The Design Control Committee shall comprise:

(a) a landscape architect appointed from time to time by the Board

(b) an architect appointed from time to time by the Board; and (c) a member of the Association appointed by the Members.

11.2 The Design Control Committee may publish from time to time design guidelines in respect of residential development within the land comprising the Bella Vista Land provided that such guidelines, in the reasonable opinion of the Design Control Committee:

(a) promote the development of the Bella Vista Land as a private high quality residential estate whilst protecting views from the Bella Vista Land and enhancing the value of the Lots within the Bella Vista Land;

(b) encourage architectural compatibility and consistency between dwellings with similar attributes;

(c) encourage visual integration and harmony between the Gulf Harbour and neighbouring Lots within the Bella Vista Land;

(d) promote individual Lot owners privacy and security.

Design Approval

11.3 Before commencing any residential building or development or any other structure within the Bella Vista Land, or obtaining any consent from any local authority to build, a Member must first submit the design of the proposed building or structure to the Design Control Committee for its written approval, which shall not be unreasonably withheld or delayed where the design complies with, in the following order of priority:

(a) the relevant district plan;

(b) the then current Design Guidelines; and

(c) the Bylaws.

11.4 A Member who has obtained approval from the Design Control Committee of any proposed plans shall construct its dwelling (or other structure) strictly in accordance with the approval given by the Design Control Committee.

Approval Costs

11.5 All costs of the design approval process (including without limitation any disbursement or professional charges of a member

of the Design Control Committee) shall be met by the Member seeking the approval.

Right to Disapprove Plans

11.6 The Design Control Committee retains the right to refuse to approve any plans which in its reasonable opinion do not comply with the then current Design Guidelines.

Approval Process

11.7 The Design Control Committee and the Member shall comply with the design review process contained in the Design Guidelines from time to time.

Bond

11.8 The Design Control Committee may, in its discretion, impose upon a Member seeking approval in accordance with this Rule 11 a refundable construction bond of not more than $5,000, such bond to be deposited with the Board prior to commencing any construction work on that Member's Lot to cover rectification by the Board of non-compliant works carried out by or on behalf of the Member, any damage to any services, private roading, kerbing or any other facility or structure not owned by the Member and to ensure that the Member complies with the Design Control Committee Approval. The bond shall not be used to cover the cost of the Member's annual levies or fees.

11.9 The Design Control Committee will require an adminstration fee of $1,500 to cover the committee's review of the Owner's application, the issuing of design approval letter to be submitted to Council, review of completed construction and landscaping, and the issuing of final approval letter.

12. BOARD OF DIRECTORS

12.1 The Board shall consist of a maximum of five and a minimum of three Directors.

12.2 A Director need not be an Owner.

13. APPOINTMENT/RETIREMENT OF DIRECTORS

13.1 Subject to Rule 13.4, a Director shall hold elected position until the earlier of:

(a) the next Annual General Meeting following election (when the Board member shall be eligible for re-election);

(b) the date written resignation from position is received by the Association; or (c) the date of removal from such position by the Board in general meeting.

Appointment of new Directors

13.2 Directors will be elected or re-elected at general meetings of the Association on a majority vote by the Owners at a general meeting in the manner prescribed by these Rules.

Casual vacancies on Board

13.3 In the event of any casual vacancy on the Board (whether caused by the death, resignation, or ineligibility of a Director or by some other circumstance) the Chairperson shall call for written nominations and, if necessary, conduct a written ballot to fill such casual vacancy at the earliest reasonable opportunity. For the avoidance of doubt, the appointment of any Director as Chairperson shall not create a casual vacancy on the Board.

Alternate Directors

13.4 Each Director shall have power from time to time by written notice to appoint any person to act as an alternate director in place of such Director whenever that Director is unable to attend to his or her duty as a Director. Any such alternate Director may be removed or suspended from office by notice in writing to the Association from the Director by whom such alternate Director was appointed or by the resolution of the Board.

13.5 Each Alternate Director shall be entitled to:

(a) receive notice of meetings of the Board and to attend and vote at such meetings if the Director by whom such alternate Director was appointed is not present, and to

(b) exercise all the powers (except the power to appoint an Alternate Director) and perform all the duties of a Director in so far as that Director by whom he or she was appointed has not exercised or performed them.

13.6 Each Alternate Director shall, whilst acting as a Director, be responsible to the Association for his or her own acts and defaults and shall not be deemed to be the agent of the Director by whom he or she was appointed.

Reimbursement for Expenses Only

13.7 Directors shall not be entitled to any remuneration for their services as such, but Directors and their alternates shall if approved by the Board be entitled to reimbursement for reasonable out-of-pocket expenses incurred in connection with the business of the Association (other than in attending meetings).

14. POWERS OF THE BOARD

14.1 The affairs of the Association shall be managed by the Board, which may exercise all the powers of the Association and do on its behalf all such acts as it may deem necessary or expedient to achieve the Objects of this Association and as are not by these Rules required to be exercised or done by the Owners in general meeting, and may exercise such authority powers and discretions as may by these Rules be vested in the Board, but subject always to any limits which may from time to time be imposed by the Owners in general meeting on the exercise by the Board of any such powers.

14.2 To achieve the Objects of the Association the Board may (without limitation to the generality of Rule 14.1):

(a) manage and maintain the Common Facilities;

(b) contract with, employ or otherwise procure the services of any person, persons, firm, company or other organisation for the purpose of achieving the Objects of the Association;

(c) enforce compliance with the Rules;

(d) levy any additional fees and any Special Contribution as the Owners required in order to exercise its power under these Rules;

(e) raise money from reputable established lending institutions in order to carry out the Objects of the Association;

(I) appoint a Manager in order to perform such administrative functions as the Board deems appropriate for such

periods of time and for such terms and conditions (including salary) as the Boards shall deem appropriate;

(g) grant and transfer to any person or entity any real property and/or other interest, including title, leasehold estates, easements, rights of way or mortgages, out in, on over or under the Common Facilities for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder:

(i) roads, streets, footpaths, street lights, driveways, parking area, tracks, paths and fences;

(ii) lines, cables, wires, conduits, pipelines or other devices for the creation of service; (iii) sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; or (iv) any similar improvements or facilities.

Nothing set forth above, however, shall be construed to permit the use of occupancy of any improvements or other facility in any way that would violate the Rules, or the restrictions of any governmental authority.

15. PROCEEDINGS OF THE BOARD

Conduct of Meetings

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

Chairperson

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

Chairperson's Vote

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

Voting

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

Validity of Board's Actions

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

Board Minutes and Records

15.6 The Board shall cause proper minutes to be kept of the proceedings of all meetings of the Association and of the Board. All business transacted at each such meeting and the minutes of such meeting signed by the Chairperson shall be accepted as a correct and accurate record of the business transacted at such meetings without any further proof of the facts contained in such minutes. The Board shall obtain a common seal for the use of the Association when executing deeds and shall provide for its safe custody. The common seal shall not be used except by resolution of the Board. Every instrument to which the common seal is affixed shall be witnessed by any two members of the Board.

16. GENERAL MEETINGS Annual General Meeting

16.1 The Association shall in each year hold an Annual General Meeting in addition to any other meetings in that year, and shall

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

Other General Meetings

16.2 A general meeting other than an Annual General Meeting shall be convened by the Secretary whenever required by the Chairperson or the Board or by written requisition signed by not less than 50% of the Owners.

Powers of the Association in General Meeting

16.3 The Association in general meeting may, by resolution of not less than 75% of the Owners present and voting at such meeting, exercise all the powers, authorities and discretions of the Association notwithstanding any such power, authority or discretion may have been vested in the Board by or pursuant to these Rules.

Quorum

16.4 No business shall be transacted at any general meeting of the Association unless a quorum is present when the meeting proceeds to business. A quorum shall be not less than 50% of all Owners eligible to vote at general meetings, present in person or by proxy.

Notice of General Meeting

16.5 A notice of a general meeting of the Association shall be sent to every Owner 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 all notices of motion to be considered at such meeting and no business or notice of motion which is not specified shall be discussed or transacted at such meeting. Notwithstanding any contrary provision in these Rules, the requirements of this Rule relating to notice and limiting the business to be transacted at any meeting may be modified in any particular case with the consent in writing of all Owners entitled to attend a meeting of the Association (provided that the modification of such requirements for any given meeting shall not be so construed or deemed to affect such requirements in any respect of any other meeting of the Association).

Failure to give Notice

16.6 The accidental omission to give notice to or the non-receipt of any notice by any Owner or other person entitled to such notice shall not invalidate the proceedings of any general meeting to which such notice relates.

Chairperson of General Meetings

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

16.8 At any general meeting:

(a) a poll may be directed by the Chairperson or the chairperson of that meeting or demanded by any Owner present at the meeting and entitled to vote;

(b) a poll may be so directed for either before the declaration of the result of a vote by a show of hands or immediately thereafter before the meeting moves to the next business or it adjourns;

(e) the Chairperson or the chairperson of that meeting shall determine whether resolutions are to be put to the vote of the meeting by a show of hands, a poll, or by some other means;

(d) in the case of a resolution put to the vote of the meeting by a show of hands, a declaration by the Chairperson that

such resolution has been carried or lost, unanimously or by a particular majority, and an entry to that effect in the Association's minute book, shall be conclusive evidence of the fact without further proof of the number or proportion of votes recorded in favour of or against such resolution.

Adjournments

16.9 If within half an hour from the time appointed for holding of a general meeting a quorum is not present, the meeting if convened on the requisition of Owners, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place, as the Board shall determine. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Owners present shall be a quorum.

17. VOTES OF MEMBERS One Vote per Owner

17.1 Subject to rule 17.2 and 17.3 each Owner shall be entitled to one vote per Lot, which may be exercised either in person or by

proxy.

An Owner may vote by letter, telephone or email, by addressing and delivering such correspondence to the Secretary prior to the general meeting. The Secretary shall advise the Chairperson of the vote so long as the Secretary is satisfied what the vote is for and the likely effect of that vote.

17.2 Where there is more than one Owner in respect of any Lot, 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 certificate of title to the Owner's Lot shall be entitled to exercise that vote. On the death of any Owner, and pending the transfer of that Owner's Lot, the executor of that Owner's estate shall be entitled to exercise that owner's vote.

No Vote if Subscriptions/Fees unpaid

17.3 Unless all annual subscriptions and additional fees and levies presently payable by any Owner to the Association have been paid in full, such Owner shall not be entitled to vote at any general meeting of the Association, whether in his or her own right or as proxy for another person.

Form of Proxy

17.4 The instrument appointing a proxy shall be in writing and signed by the appointer, and in all respects, shall be in such form as the Board may determine from time to time.

Delivery of Instrument Appointing Proxy

17.5 The instrument appointing a proxy shall be delivered to the Registered Office no later than 24 hours before the time fixed for holding the meeting or adjourned meeting at which the person named in such instrument is authorised to vote, failing which the instrument appointing a proxy shall not be treated as valid.

18. NOTICES

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

(a) any Owner, shall be addressed to that Owner at its address as set out in the register of owners referred to in Rule 4.2, or at such other address as the Owner may from time to time notify the Secretary in writing;

(b) the Association, the Chairperson, the Secretary or the Board, shall be addressed to the intended recipient, care of the Registered Office.

Time of Delivery

18.2 Any notice or communication given in terms of Rule 18.1 shall be deemed to have been delivered:

(a) in the case of delivery by prepaid Fastpost or airmail postage, if:

(i) posted within New Zealand to a destination within New Zealand, 2 Working Days after posting;

(ii) posted within New Zealand to a destination outside New Zealand, 5 Working Days after posting;

(iii) posted outside New Zealand to a destination within New Zealand, 5 Working Days after positing; and

(b) in the case of transmission by email, on receipt by the sender of an acknowledgment of receipt of the notice from the intended recipient to the email address used to transmit the notice; or, the sender has not received a generated record that the notice has failed to be transmitted within 5 hours of the time the email was transmitted to the intended recipient..

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

19. ACCOUNTS

Accounts to be Kept

19.1 The Board shall cause proper accounts to be kept with respect to:

(a) all sums of money received and expended by the Association and the matters in respect of which the receipts and expenditure take place;

(b) any sales and purchase of goods by the Association; and (c) the assets and liabilities of the Association.

Treasurer to Keep Accounts

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

Accounts at Board and General Meetings

19.3 The Treasurer shall from time to time cause to be prepared and to be laid before the Board and/or the Association in general meeting such income and expenditure accounts, balance sheets and reports as are from time to time required by the Board.

Copies to Owners

19.4 A copy of all balance sheets, accounts and reports which are to be laid before the Association in general meeting, together with a copy of the auditor's report (if any), shall be sent to every Owner not less than 10 Working Days before the date of the relevant general meeting.

20. REGISTERED OFFICE

20.1 The Registered Office shall be at such place as the Board shall from time to time determine, and until the Board otherwise determines, shall be situated at the address set out in the Incorporated Societies Register.

21. PAYMENTS

21.1 All payments shall be authorised for and on behalf of the Association by the Chairperson or some other officer authorised by the Board and either the Secretary, or in such other manner as the Board determines from time to time provided that no two signatories shall be in any way related or own or reside at the same Lot.

22. LIAIBILITY OF MEMBERS

22.1 Except as otherwise provided by the Act, no Owner shall be under any liability in respect of any contract or other obligation made or incurred by the Association.

23. ALTERATION OF RULES

23.1 These Rules shall not be amended, added to or rescinded except by resolution of not less than 75% of the current Owners entitled to vote 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 Owners in accordance with these Rules. No such amendment, addition or rescission shall be valid unless and until accepted by the Registrar.

23.2 Notwithstanding Rule 23.1:

These Rules may not be amended by deleting the purpose contained in Rule 3.1(c) or by deleting Rule 9.2 to the intent that the Association must at all times maintain the Private Way to the requirements of Council.

24. WINDING UP

24.1 The Association may be wound up in accordance with section 24 of the Act. If, upon such winding up, there remains, after satisfaction of all debts and liabilities of the Association, any property and/or assets, such property and/or assets shall be disposed of in the manner directed by a resolution to wind up the Association and, failing any such direction, shall be distributed amongst the Owners in the Owner's Proportion.

SCHEDULE 1

Design Guidelines

INTRODUCTION

Bella Vista is bounded on the south and east by the canal and domain. It is a vital element in completing a major open space network - the Canal Walkway. The theme of the masterplan is spacious and carefully designed housing set in a native planted landscape. The southern and eastern edge is framed by covenanted bush areas.
These guidelines do not replace the District Plan provisions and satisfaction of the Design Guidelines does not replace the need for applying for Council consents.
Where these Design Guidelines may contradict of be otherwise at odds with the Council's District Plan, the more stringent of the two controls shall apply.
The guidelines provide a framework for an applicant to prepare a submission for approval of the Design Control Committee in accordance with the Rules and for a member to ensure continued compliance with those Rules

BELLA VISTA DESIGN GUIDELINES

1. Definitions
   (a) "Design Guidelines" means the design guidelines contained herein.
   (b) "Development" means the development comprising the Land.
   (c) "Existing Ground Level" means the existing level of the ground of the Land at the completion of the subdivision site works.
   (d) "Land" means all the land contained in Identifier NA124N477.
   (e) "Lots" means all the lots forming part of the Land.
   (f) "Member" means a member from time to time of the Society.
   (g) "Member's Development Plan" means the architectural plans and specifications, the colour scheme and landscape plan detailing the Member's proposed development of a Lot prepared in accordance with clause 2.
   (h) "Private Way" means the private way comprised in Lot 41 on DP 351196.
   (i) "Rules" means the rules from time to time of the Society.
   (j) "Society" means the Bella Vista Resident's Association Incorporated.

2. Approvals Required
   (a) A Member seeking approval from the Design Control Committee shall submit to the Design Control Committee the Member's Development Plan comprising:
      (i) Architecturally prepared plans & elevations of the Member's Lot showing the siting with existing ground contours, boundaries, proposed floor levels, yard requirements, orientation to the north, sun and views, design character and form, materials, colour along with a landscaping plan showing design and location of driveways, paths, driveways, planting & external amenities (e.g. Pools, spa, pergolas, shade structures, raised lawns, retaining walls and fences) in relation to proposed dwelling.
      (ii) Full landscape plans and details provided for covenanted bush area, riparian margin, streetscape, walkway and bridges.

3. Prohibited Materials & Methods
   (a) No Member shall, without the prior written consent of the Design Control Committee construct any structure on any Lot comprising in all or in part any of the following materials:
      (i) Uncoated fibre cement materials;
      (ii) PVC or plastic wall claddings;
      (iii) Imitation woodgrain materials finished with stone chips;
      (iv) Pressed metal roofing;
      (v) Unfinished in-situ and/or precast concrete and concrete block;
      (vi) Manufactured replica brick/stone cladding;
      (vii) Aluminium composite panels;
      (viii) Exposed plywood or ply products;
      (ix) Sheet metal wall claddings;
      (x) Untreated, unpainted framing timbers;
      (xi) Any mirror (reflective) glass;
      (xii) Second hand materials.

(b) No Member shall, without the prior written consent of the Design Control Committee construct or permit any of the following structures on the Lot:
(i) Any water storage tank unless it is fully enclosed within or under a structure approved by the Design Control Committee;
(ii) Any basement unless the exterior walls of such basement are sheathed in cladding similar to and consistent with the dwelling
constructed on the Lot;
(iii) Any dwelling (with or without protruding decking) constructed as a pole house with unenclosed framing under the structure.
(c) The following items on a Lot must not be visible from any road or access lot:
(i) Roof mounted solar panels;
(ii) Unscreened rubbish and laundry drying areas;
(iii) Exposed air conditioning units;
(iv) Exposed gas or electric hot water units;
(v) Sanitary plumbing exterior surfaces mounted;
(vi) Satellite dishes;
(vii) Compost bins or incinerators.
(d) No Member shall, without the prior written consent of the Design Control Committee construct or permit any caravan, motorhome, hut or shed structures of any kind other than temporary workers' sheds during the construction of the dwelling on the Lot.
(e) Any exposed foundations or unpainted retaining walls;
(f) Any Add-on conservatory type structures;
(g) Any Window / planter boxes;
(h) Any Retractable roller awnings;

4. Rules for Bulk and Location
Note: Items: (below) b, c, d, e are in accordance with underlying Operative District Plan Gulf Harbour Module Special 18 (Gulf Harbour) Zone District Plan 2000
Items: a, f, g, h are specific to Bella Vista

(a) Density
No more than one single dwelling may be erected on any Lot
(b) Further Subdivision
No Lot may be further subdivided (as that term is defined in the Resource Management Act 1991)
(c) Maximum Building Height
No structure may be erected on any Lot to a height exceeding 9m provided that no structure may be erected on any of Lots 14 to 25 (both inclusive) to a height exceeding 8m. For the purposes of this clause the height shall be calculated in accordance with the method described in the Proposed District Plan 2000.
(d) Height in Relation to Boundary [Figure 1]
No Lot may have any structure erected on it which breaches a height to boundary restriction of 3m + 45 deg (as prescribed in the Proposed District Plan 2000) provided that the height to boundary control for the rear boundaries for Lots 1-9 (inclusive) and Lots 35-
40 (inclusive) will be determined in relation to the location of any Palisade wall (as described below).
(e) Height Control from Palisade Walls
(i) For Lots 1· 3 3m+45 deg applies where the rear boundary and Palisade wall are in same location when the height to boundary control of 3m+45deg is to be taken from the top centre of Palisade Wall. (see figure 1)
Note: For lots 1-3 no decks shall be allowed to cantilever over the Palisade Yard and Wall.
(ii) For Lots 4 - 9 and Lots 35 - 40 (See Figure 1) The 45 deg Height Control Line shall be applied from a point taken 5m into the Nonbuilding Zone measured horizontally at right angles (90 deg) from the top centre of the Palisade Wall.(Note underlying side yard controls still apply.)
(f) Bulk in Relation to Boundary
Any part of any proposed structure that is greater than 3.5m in height above the ground level of the site boundary adjacent to the building, must be confined within the arms of a single 150 degree angle formed by 2 lines intersecting at a common point on the site boundary, such that each line forms an angle of 15 degrees with that boundary (as prescribed in the Proposed District Plan 2000).
(g) Site Coverage
The site coverage of any Lot may not exceed 35% of net site area (as prescribed in the Proposed District Plan 2000).
(h) Yards
All yards are to be a minimum width of 3m from all boundaries except where a Palisade Walls exist whereupon a Palisade Wall Yard shall apply (see below).
(i) Palisade Wall Yards:

For Lots 1 to 9 and Lots 35 to 40
A minimum of a 1.5m yard is required measured from the top centre of the relevant Palisade Wall into the Lot. Lots 4-9 (both inclusive) and Lots 35-40 (both inclusive) may cantilever a deck a over the Palisade Yard as described below.
(ii) Cantilevered Decks:
For Lots 4 to 9 and 35 to 40
A deck structure (not enclosed at its sides) may cantilever (max of 3m) from the dwelling on a Lot over the 1.5m Palisade Wall Yard and over the Palisade Wall (provided that it may not contact with Palisade Wall or the ground over the full 3m cantilever).
These cantilevered deck structures are required to comply with all other bulk and location controls.
Note: As the height of a Palisade Wall varies so do specific engineering design of building foundations. Proposed building foundations that are sited above a 45 deg line placed at the base of the retaining height of Palisade Wall require specific engineering design.
Drainage services that are in close proximity to a Palisade Wall and proposed building foundations will require specific foundation design.

(i) Excavation within yards (except Amenity Planting Strip/Yard) [Figure 2J

(j) Fill in relation to boundary yards (except Amenity Planting Strip/Yard) [Figure 3]

5. Architectural Design Guidelines

(a) Bella Vista Philosophy

(i) The Design Control Committee expects unique elegant designs that visually integrate and follow the natural land contours taking advantage of views and sun.
(ii) Each Lot is to be designed to an individual theme expressed in consistent theme detailing, balanced proportions and scale, colour and materials of its chosen architectural style.
(iii) "Production housing" and associated detailing will be deemed inappropriate.

(b) Colour

(i) All exterior colours are to be derived from the Resene 'Whites & Neutrals" 2004 or equivalent.
(ii) All roofing colour is to have a reflectance of below RV 70%.
(iii) Natural stone facings to building bases, retaining walls, fences, chimneys are to be integrated and visually broken with landscape planting.

(See item 6 Landscape Guidelines)

(c) Building Form and Layout

(i) The dominant roof is to be pitched between 22.5 and 35 degrees with a minimum of 450 mm eaves overhang from the surface of the exterior cladding where appropriate.
Only 20% of the roof area may be flat.
Acceptable roof materials are slate aged clay tiles, timber or bitumen shingles.
(ii) Exterior walls are to be strong in appearance i.e. a good depth reveals of 100-200mm should be evident in exterior plaster finishes, stone, brick or windows facings of a width of 100-150mm for exterior weatherboards.
(iii) Living areas overlooking neighbours' living spaces with the potential of reducing privacy and sunlight are to be avoided. This is to be achieved by appropriate design and location of balconies / windows. Screens and/or landscaping can be used to mitigate losses in privacy.

(d) Carparking

(i) Carparking on the Private Way is discouraged therefore adequate carparking is to be provided on the Lot.
(ii) Concealment of vehicles is encouraged on the Lot including without limitation any trucks, motorhomes, boats etc.
(iii) A minimum of 2 covered, concealed carparks and one visitor carpark are to be provided on each Lot.
(iv) Reverse manoeuvring onto the road is discouraged for safety reasons and the design of the driveway (and associated areas) should aim to avoid this.
(v) No car parking shall be permitted in the Planting Amenity Yard except in designated parking spaces.
(vi) Parking of motorhomes, caravans, boats or other form of trailer in the designated parking spaces shall not be permitted.
(vii) Long term or sustained use of designated parking spaces by members shall not be permitted

6. Landscape Guidelines - Residential

(a) Footpaths

An exposed aggregate concrete pedestrian footpath shall be installed along side of the Private Way. When a driveway to service a Lot is installed the footpath shall be cleanly cut with a masonry saw and the area for the driveway carefully removed. If the edge of the footpath is damaged during construction of the driveway the Member shall repair the footpath by removing the damaged concrete back to the first contraction joint

and replace the entire section to a standard consistent with the existing footpath.

(b) Vehicle Crossings/Driveways

Each Lot shall be entitled to construct one access driveway through the common amenity planting strip located to the southernmost corner of each Lot abutting the road. The driveway shall be constructed using exposed aggregate concrete to match the footpath for the first 1.5metres.

The remainder of the driveway shall be selected by the Member. The Member shall reinstate the amenity planting strip in accordance with the Bella Vista planting plans. Alternative driveway solutions will be considered by the Design Control Committee.

(c) Services

All services boxes e.g. power & telecom shall be located in the amenity planting strip, 1 metre from the back of the planting. Where services are installed the Member shall reinstate the amenity planting yard in accordance with the Bella Vista planting plans. All services boxes or plinths shall be painted in Resene 'Scrub' 12 B 27.

(d) Letter boxes

The Member shall construct a letter box beside the driveway of the Lot at the edge of the amenity planting yards. The letter box shall be faced with material and finishes consistent with each dwelling themed architectural style and detailing with a bollard light which shines down wards onto the driveway.

(e) Streetscape Lighting

Lighting will be low level rural lighting consisting of uplighting of the entrance feature wall, roadway markers and pedestrian bollard lighting along the footpaths. These will be maintained by the Society at the cost of its Members.

(f) Retaining Walls

All retaining walls shall be constructed to be detailed consistently with the themed detailing of each Lot. The objective is to reduce the visuals impact of any retaining walls, hence all walls should be kept as low as possible, preferably stepping them, with appropriate screen planting in front of them. The planting shall be in accordance with Bella Vista schedule of plants for retaining walls.

(g) Amenity Planting Strip/Yard

Each Lot that abuts an access road or the Private Way will have 1.5m wide yard area marked on the plan adjacent to the access way and/or Private Way and known as "Amenity Planting Yard" which will be installed and maintained by the Society at the cost of the Members provided that lots 23, 24, 27 and 28 shall have an Amenity Yard of 2 metres wide.

No Member shall:

(i) Build or place anything, including without limitation structures, fences, paths and driveways within the Amenity Planting Yard.

(ii) Plant any additional plants in the Amenity Planting Yard unless those plants are to replace vegetation removed for the reasons outlined in these guidelines.

(iii) Cut, prune, spray, damage, remove or trim any vegetation from the Amenity Planting Yard.

(iv) Drive or ride any vehicles over the Amenity Planting Yard other than over a properly constructed vehicle crossing permitted in accordance with these Design Guidelines.

(v) Do anything to the Amenity Planting Yard that is inconsistent with the purpose and intent of that area.

(h) Hard Landscape

Hard landscape such as paving, walls and fencing shall use quality materials appropriate to the rural/coastal character of the Development and avoid distinctly urban materials and finishes. All hard landscape work should be to a high standard and installed by competent tradesmen.

(i) Fencing

No fencing is allowed within the Amenity Planting Yard. Open plan landscaping is encouraged so that there is a visual sharing of all yards as a communal amenity and resource. Fencing and screening shall be limited to immediately around individual dwellings to give additional privacy and shelter.

Preferred fencing materials include; timber, unpainted or painted in colours appropriate to the landscape; Brush or similar. Metal fences should be only used where appropriate such as pool fencing. Materials and (dark) colours of fences are to be complementary in appearance to the architectural theme detailing of the dwelling.

No fence shall be constructed along the front or rear boundaries of any Lot parallel (or approximately parallel) to any access way (including the Private Way) to the intent that the front boundary of the Lot shall not be fenced unless such fence is limited to a length (including any gates) equal to one-half the length of the front Yard boundary and situated not more than two metres in front of and behind (as the case may be) the relevant face of the dwelling constructed the Lot. Any fence so constructed must be screened with planting approved by the Design Control Committee.

The preferred maximum height of any fencing is 1.250m (i.e. comply with pool fencing requirements) Animal enclosures requiring alternative heights will be considered by the Design Control Committee as discretionary.

Any fence of a height exceeding 1.250 (but not in any case to exceed a height of 1.8m) shall comprise a light weight construction with powder coated (dark colours) 10mm diameter, vertical bars at 100 mm centers supported on a similarly scaled support post and horizontal rails.

(j) Walls including retaining walls

Landscape feature walls/retaining walls shall be detailed consistently with the themed detailing of each Lot. Walls that are hidden by planting
may be concrete rendered plaster and painted to match. Walls shall not extend with any yard of a Lot for more than 50% of such boundary to
ensure that the boundary doesn't look like it is fenced (refer clause 5h. fig. 3).

(k) Planting

All tree planting that is carried out by a Member shall use species of an appropriate scale, form and colour. The aim is to maintain an overall vegetated character that reinforces the identity of the Development using species that are appropriate for the Whangaparaoa environmental conditions. To ensure tree planting does not shade dwellings or block views, no tree or other vegetation shall be allowed to exceed a maximum height of 4m without the written consent of the Design Control Committee.

(I) Prohibited plants

No member shall plant or permit on any Lot:
(i) Pinus species;
(ii) Plants in the ARC "noxious plants" list.

(m) Planting to yards

(i) The Amenity Planting Yard is to be maintained by the Society. Therefore no additional/or removal/or modification of planting and ground levels will be allowed within any Amenity Planting Yard.
(ii) 3m yards; planting height to boundary control is 1.5m + 45 degrees.

(n) Planting Guidelines

Members shall use the vegetation set out in the Planting Guidleines that Support the Design Covenants section of the

Lanscaping page of the Assocaiation's website.

7. Landscape Guidelines - Masterplan

(a) Covenanted Native Bush Area

Lots 3-9 and 40-35 consist of two zones - a development yard and an area designated as planted native bush shown marked as areas "B" - ''0'' - "R" and "S" on Deposited Plan 351196. Whilst these bush areas remain in the titles of the individual Lots the maintenance of these areas is the responsibility of the Society, such work to be completed at the cost of the members.

(b) Whilst Lots 3-9 and 40-35 contain the Bush Areas referred to in paragraph (a) above:

(i) the relevant Lot owner shall allow the Society (or its contractors) reasonable access upon reasonable notice for the purpose of monitoring those areas;
(ii) no structure (including without limitation any fence) shall be erected or maintained within any Bush Area without the prior written consent of the Design Control Committee; and
(iii) no vehicle of any description (other than wheelchairs or any other similar vehicle designed to assist mobility-impaired persons) shall be allowed to pass over or remain within any Bush Area.

SCHEDULE 2

Society Bylaws

1. USE

1.1 Each member shall make no improper, offensive or unlawful use of any Common Facilities, and shall use the Common Facilities only for the purposes for which they were designed.

1.2 No Member shall fetter, obstruct or impede the use of any Common Facilities by any other member.

1.3 No Member shall place anything in or on the Common Facilities.

1.4 No Member shall do any act which may prejudice or add to the premium payable in respect of any insurance of the Common Facilities.

2. PROHIBITED ACTS

2.1 No Member shall drop any litter in or on the Common Facilities.

2.2 No Member shall do any act which detracts from the attractiveness or state of repair of the Common Facilities. Any Member who discovers any damage to the Common Facilities shall immediately report such damage to the Board.

2.3 No Member shall obstruct or interfere with or disturb or trespass upon the rights of any other member or occupier of any Lot in the quiet and uninterrupted occupation and enjoyment of the premises so occupied by him or her.

2.4 No Member shall do or permit to be done anything whereby any obstruction, restriction or hindrance may be caused to the roads, driveways and pathways or other parts of the Development or to persons lawfully using the same.

3. CODE OF CONDUCT

3.1 No Member shall use or permit any Lot to be used for any purpose which is illegal or may be injurious to the reputation of the Development.

4. CONDUCT AND NOISE

4.1 No Member shall engage in, or allow any person to engage in, any criminal activity within the Development.

4.2 No Member shall make or permit any improper or unreasonable noise within the Development, nor act in any fashion so as to annoy, disturb or irritate any other Member

4.3 No Member shall dispose of any rubbish except into bins or receptacles for removal on usual days by the local authority or by independent contractors.

5. MEMBERS' RESIDENCES

5.1 Each Member shall have the duty to keep each property which they own within the Development and all improvements to those

5.2 properties 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 the Development.

5.3 Each Member shall at all time comply with the requirements of all statutes, regulations and local authorities, and shall duly and

5.4 punctually pay all rates, taxes, charges and other outgoings payable in respect of that Member's Lot.

5.5 Each Member shall properly secure that Member's Lot when it is not occupied.

5.6 No Member shall allow any animal, bird or pet (collectively "pet") to cause a nuisance to any other Member.

Rules of the Bella Vista Residents Association, Incorporated **March 2021**

These rules, approved by the Association in General Meeting on June 2, 2021with a majority exceeding 75% of the members entitled to vote are hereby certified by:

Signed By: _____ Director Date Jun 8, 2021

Signed By: _____ Director Date 8/6/21

Signed By: _____ Secretary Date 03/06/21