

**BYLAWS OF
WYUNA PRESERVE RESIDENTS ASSOCIATION INCORPORATED**

BACKGROUND:

- A. Under the rules of the Constitution:
- (i) The Society may promulgate, amend and distribute to Members from time to time Bylaws for the use of the Communal Facilities (including any restrictions on use for security, maintenance or other reasons), Bylaws concerning the behaviour of Users of the Members' Developed Properties and Bylaws governing the use of Developed Properties.
 - (ii) Members are required to comply with any Bylaws made by the Society from time to time.
- B. These Bylaws are the first Bylaws promulgated by the Society and are effective from the date of the Society's incorporation.

BYLAWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In these Bylaws, unless the context otherwise requires:

"Authority" means any local body government or other authority having jurisdiction or authority over or in respect of any part of Wyuna Preserve or its use.

"Bylaws" means these bylaws and any other bylaws made by the Society from time to time under the Constitution.

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

"Communal Facilities" means all land, natural features, buildings, plant, equipment, facilities, and amenities including any Infrastructure, Utilities, private roads, private ways, trails and walkways within Wyuna Preserve owned, leased, licensed or otherwise held, levied or operated in whole or in part by the Society (and includes the benefit of any licence in favour of the Society in relation to the Recreation Area and the Trekking Area, and any improvements constructed on that servient land that are owned by the Society) from time to time including those facilities from time to time transferred to the Society by the Developer, by any other company which is directly or indirectly controlled by the Developer or by any company of which the Developer is a subsidiary (whether directly or indirectly).

"Constitution" means the Constitution of the Society as amended or added to, including all schedules to the Constitution.

"Design Guidelines" means the design guidelines attached to these Bylaws at Schedule One as added to or amended from time to time by the Society.

"Design Control Committee" means the committee described in Bylaw 7.1.

"Developed Property" means a property within Wyuna Preserve:

- a. for which a separate title (including, without limitation, a unit title or a certificate of title for an estate in fee simple) has issued; and
- b. which either:
 - i. is a bare lot available for immediate development as a residential property, or any other use permitted within Wyuna Preserve including, in each case, a lot on which development/construction has commenced; or
 - ii. has been fully developed as a residential property or any other use permitted within Wyuna Preserve; but
- c. includes a bare section available for development which is owned by the Developer.

"Developer" means the unincorporated joint venture between Cabo Limited and Pisidia Holdings Limited promoting and carrying out the development (including maintenance) of Wyuna Preserve, including:

- a. any entity related to the joint venture or either joint venture partner that undertakes any part of the development or maintenance of the development at Wyuna Preserve; and/or
- b. any assignee and/or successor in title whether in whole or in part or parts of Wyuna Preserve, that continues promoting and carrying out such development, and is nominated by the joint venture.

"District Plan" means the Queenstown-Lakes District Plan.

"Homesite Area" means that area on a Developed Property identified under the Consent Notice registered on the certificate of title to that Developed Property as a homesite area.

"Invitee" means any invitee of or any visitor to an Owner or Occupier.

"Member" means each person who shall from time to time be a member of the Society under the Constitution.

"Occupier" means any person occupying any Developed Property under any lease, licence or other occupancy right and shall include the Owner and all members of an Owner's family.

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

"Recreation Area" means that area adjacent to Wyuna Preserve (as marked on the plan attached as Schedule Two) for which the Society will be granted a licence by the landowner for the use of that area for recreational purposes.

"Service Lines" means underground power cables, underground telephone and electronic data and computer media services, underground gas supply lines (if any) and underground water supply lines.

"Signage" means any trade, business, professional or advertising sign (including, without limitation, "for sale" and "for rent" signs) or any notice, name board or plate.

"Society" means Wyuna Preserve Residents Association Incorporated.

"Trekking Area" means that track area surrounding Wyuna Preserve (as marked on the plan attached as Schedule Two) for which the Society will be granted a licence by the landowner for the use of that area for walking and horse trekking purposes.

"Users of the Member's Developed Property" means any users of the Member's Developed Property including any mortgagee in possession of that Member's Developed Property, the Occupiers of such Member's Developed Property, the Invitees of such Occupier, the Invitees of such Member and the purchaser of such Member's Developed Property.

"Utilities" means the following utilities and services:

- a. Sealed and metal vehicle access over all roading within Wyuna Preserve, including roading which is accessible to the general public connecting to the adjoining Queenstown-Glenorchy Road;
- b. Service Lines connecting all Developed Properties and Communal Facilities within Wyuna Preserve, to appropriate supply networks, which may supply Wyuna Preserve.
- c. Domestic and irrigation water systems (including storage tanks, treatment facilities, reticulation, etc) connecting all Developed Properties and Communal Facilities within Wyuna Preserve to water supply systems sourced from the water bore that supplies Wyuna Preserve with water;

and in each case includes the supply of services and utilities as applicable, and any other services (such as by way of example only rubbish collection services) that may be required at Wyuna Preserve.

"Wyuna Preserve" means the residential development and common land and facilities arising from the subdivision and development undertaken by the Developer, at Glenorchy, New Zealand (located adjacent to the Queenstown-Glenorchy Road), previously contained in Certificate of Title 356841 being Lot 4 DP386150, and as consented under Subdivision Consent RM020552 (and its variations, if any), including but not limited to the dwellings, roading, open spaces, pasture land and revegetation land and all other associated infrastructure on the site, and includes any additional land or facilities subsequently acquired by the Society for the benefit of the Owners.

1.2 In the event of any conflict between the provisions of the Constitution, and the provisions of these Bylaws, the provisions of the Constitution shall prevail and be given priority.

1.3 A reference to an act or omission by any Member shall include, without limitation, any act or omission by Users of the Members' Developed Properties.

- 1.4 An obligation to do something is also an obligation to permit or cause that thing to be done and an obligation not to do something is also an obligation not to permit or cause that thing to be done.

BYLAWS REGARDING COMMUNAL FACILITIES

2. USE

- 2.1 No Member shall make improper, offensive or unlawful use of any Communal Facilities, and each Member shall use the Communal Facilities only for the purposes for which they were designed.
- 2.2 No Member shall fetter, obstruct or impede the use of any Communal Facilities by any other Member.
- 2.3 No Member shall place anything in or on Communal Facilities without the approval of the Society.
- 2.4 No Member shall do any act which may prejudice or add to the premium payable in respect of any insurance of the Communal Facilities.
- 2.5 No Member shall do any act which detracts from the attractiveness or state of repair of any of the Communal Facilities. Any Member who discovers any damage to any of the Communal Facilities shall immediately report such damage to the Society.
- 2.6 No Member shall do any act which adversely affects any wetlands which form part of the Communal Facilities or deposit any material in or on any such wetland or allow any rubbish to escape from that Member's Developed Property into any such wetland.

3. PROHIBITED ACTS

- 3.1 No Member shall operate any craft (whether motorised or not) on any body of water which forms part of the Communal Facilities without the prior approval of the Society, except for on any body of water in the Recreation Area, where the operation of non-motorised craft is permitted.
- 3.2 No Member shall swim, wade, paddle or bathe in, or carry out any like activity in or on, any body of water which forms part of the Communal Facilities (except for in the Recreation Area where such activities are permitted) without the prior approval of the Society.
- 3.3 No Member shall do anything whereby any obstruction, restriction or hindrance may be caused to any road, driveway and pathway (other than a driveway of that Member's Developed Property) or other parts of Wyuna Preserve or to persons lawfully using them unless otherwise approved by the Society.
- 3.4 No Member shall pollute or contaminate the Communal Facilities.
- 3.5 No Member shall discharge onto or into the Communal Facilities any poisonous, noxious, dangerous or offensive substance or thing.

4. CLOSURE OF COMMUNAL FACILITIES

4.1 From time to time, at any time and for any length of time (including, without limitation, permanently) the Society shall be entitled to close or restrict access to any or all of the Communal Facilities as the Society considers necessary for any reason including (without limitation) for the purposes of maintenance, repair, grazing, recreational activity or security purposes, or for health and safety reasons.

5. **ROADS**

5.1 No Member shall park any vehicle on the roads or any other Communal Facilities, other than in spaces specified by the Society from time to time as suitable for that purpose.

5.2 No Member shall operate any vehicle, or otherwise act, on the roads or any other Communal Facilities in an unlawful manner, including (without limitation) over any speed limit or contrary to any Bylaw lawfully set and notified by the Society from time to time.

BYLAWS REGARDING DEVELOPED PROPERTIES

6. **MEMBERS' RESIDENCES**

6.1

a. Each Member shall keep that Member's Developed Property (including, without limitation, all improvements and fences) in good repair and condition and shall not permit the accumulation of unsightly rubbish or materials or in any other way permit the appearance of that Member's Developed Property to detract from the general standards established for Wyuna Preserve.

b. The Society shall notify a Member in writing if in its opinion that Member's Developed Property is not being kept in such condition. If the Member has not brought its Developed Property up to the condition required by the Society within 14 days of notice being served on that Member (or such longer period as the Society deems appropriate at its sole discretion), the Member shall be deemed to allow the Society to access its Developed Property in order to bring that Member's Developed Property up to that condition, at the cost of the Member.

c. Any cost(s) incurred by the Society under Bylaw 6.1b shall be payable to the Society by the Member immediately upon the Society serving notice of the same on that Member.

6.2 Each Member shall at all times duly and punctually pay all rates, taxes, charges and other outgoings payable in respect of that Member's Developed Property.

6.3 No Member shall erect on any Developed Property any aerials, satellite dishes or other communication receivers (except for those devices of a size and type that are commonly used in domestic residences), other than those approved by the Society which permission may in the Society's absolute discretion be withheld should it consider that these do not conform to the standards desirable for the development of Wyuna Preserve.

6.4 No Member shall erect any second-hand or relocatable building on that Member's Developed Property.

6.5 No Member shall use that Member's Developed Property for the storage or accumulation of any rubbish or materials other than building materials during the period of construction of any improvement on that Member's Developed Property. During construction that Member shall cause any excess building material and/or rubbish to be stored in a sightly manner and removed from that Member's Developed Property without undue delay and in any event at a minimum of every two weeks.

6.6 No Residential Member shall:

- a. provide less than a two-car garage on that Member's Developed Property.
- b. park boats, trailers, caravans, additional cars and trailer vehicles other than within a garage on that Member's Developed Property.

6.7 Each Residential Member shall:

- a. provide screened areas on that Member's Developed Property for clothes drying.
- b. undertake all planting on that Member's Developed Property within the Homesite Area in accordance with:
 - i. any landscape plan approved by the Authority; and
 - ii. the Design Guidelines.
- c. within the Homesite Area, arrange for regular watering, fertilising and cutting of grass areas and watering, fertilising and pruning of trees and shrubs, removal of all weeds, rubbish and the maintenance of all driveways, footpaths and landscaping features on that Member's Developed Property.
- d. in all areas outside the Homesite Area ("Outside Area"), but within that Member's Developed Property, retain the grassland and/or regenerating native shrubland (subject to 6.7.e), AND shall eradicate Spanish Heath, broom, gorse and other noxious weeds.
- e. Reduce or remove vegetation in the Outside Area in the interests of reducing fire danger, to be completed within a reasonable time of such a direction by the Society.

6.8 No Member shall allow or install any open, solid fuel fires within any residential building or on any residential Developed Property other than:

- a. any internal or external barbecue fire being operated for cooking purposes (except that use of such a facility may be prohibited at the direction of the Society at certain times of year to reduce the risk of fire danger);
- b. any external or internal burner or fire provided that it is contained completely within a fireplace or burner appliance that has been approved by the Design Committee for such use, and

provided that at all times, such fire is in compliance with any restrictions of the Authority.

6.9 No Member shall use its Developed Property for anything other than private residential accommodation and activities normally associated with private residential use. Business and commercial activities (with the exception of certain residential letting arrangements as permitted by bylaw 6.10) are not to be carried out on any Developed Property except with the prior written approval of the Society.

6.10 Short-term letting or the provision of visitors accommodation (being letting of accommodation for periods of less than two weeks) of a Developed Property is not permitted and to this end, no Member shall let or lease its Developed Property for any period that is less than two weeks.

7. DESIGN CONTROL COMMITTEE

7.1 The initial Design Control Committee shall comprise the following persons:

- a. a landscape architect appointed from time to time by the Developer;
- b. an architect appointed from time to time by the Institute of Architects (Otago); and
- c. A representative of the Controlling Member appointed by the Controlling Member, for so long as there is a Controlling Member.

At such time as the Society is in a position to do so the Society shall appoint a representative to join the Design Control Committee and thereafter it shall be a requirement that a representative of the Society forms part of the Design Control Committee.

7.2 The Design Control Committee may publish from time to time new Design Guidelines (or variations thereof) in respect of residential development within Wyuna Preserve. The first such Guidelines shall be those design guidelines attached to these Bylaws at Schedule One.

7.3 Before commencing:

- a. any residential building or development or other structure for which a consent is required from any Authority; or
- b. obtaining any consent from any Authority to build; or
- c. any alterations to the exterior of any residential building or other structure for which a consent is required from any Authority;

within Wyuna Preserve, a Member must first submit the design of the proposed building/structure to the Design Control Committee for its written approval. The approval of the Design Control Committee shall not be unreasonably withheld or delayed where the design complies with, in the following order of priority:

- a. the District Plan; and
- b. any consent notice or covenant registered on the certificate of title for that Member's Developed Property; and
- c. these Bylaws and

d. the Design Guidelines.

7.4 All costs of the design approval process (including without limitation, any disbursements or professional charges of a member of the Design Control Committee) shall be met by the Member seeking the approval.

7.5 A refundable bond of \$2,000 (or such other amount as the Design Control Committee reasonably determines) will be required to be deposited with the Society by the Member at the time of lodging any design for approval. The bond paid by the Member minus any deductions and approval fees will be returned to the Member once the finished project matches the approved drawings to the satisfaction of the Design Control Committee.

7.6 A refundable bond of \$5,000 (or such other amount as the Design Control Committee reasonably determines) will be required to be deposited with the Society by the Member prior to commencement of any work on the Developed Property, to cover any damage to any services, private roading, kerbing or other facility/structure not owned by the Member.

8. SECURITY MEASURES

8.1 Each Member shall properly secure that Member's Developed Property when it is not occupied.

8.2 Each Member shall have any private security devices installed at that Member's Developed Property monitored so as to ensure:

- a. prompt and effective response when those devices are activated; and
- b. deactivation by independent persons if a Member is absent from that Member's Developed Property.

8.3 Each Member may contract with a supplier of security services of that Member's choice for that Member's Developed Property provided that where the Society nominates a particular supplier of security services that Member must use that particular supplier in accordance with the Constitution. Each Member who contracts with a supplier of security services for that Member's Developed Property shall:

- a. provide the Society with all information required by the Society regarding that supplier; and
- b. comply with all guidelines for use of the security services imposed by that supplier.

9. SALE OF DEVELOPED PROPERTY

9.1 If a Member intends to sell its Developed Property, it must immediately give the Society written notice of that intention and how the Member wishes to conduct the sale process including (without limitation) details of any real estate agent the Member wishes to engage. Such sale process must comply with any relevant Bylaws and/or instructions of the Society.

9.2 No Member shall hold any auction sale on any Developed Property without the prior written approval of the Society.

10. **MONITORING AND MAINTENANCE OF INFRASTRUCTURE**

- 10.1 Each Member acknowledges that any infrastructure related to the supply of potable water located on or under that Member's Developed Property shall be maintained in good order by the Society so that the potable water supply infrastructure available to other Members functions appropriately.
- 10.2 Each Member shall permit the Society to access that Member's Developed Property for the purposes of monitoring and maintaining any potable water supply infrastructure (including, without limitation, any water meters) on or under that Member's Developed Property.
- 10.3 Any maintenance or monitoring undertaken by the Society under Bylaw 10.2 shall be at the cost of the Member and payable immediately upon the Society serving notice of the same on that Member.

OTHER BYLAWS

11. **ANIMALS, PETS ETC.**

- 11.1 Notwithstanding any other Bylaw, no Member shall keep (or permit to be kept) any cat on its Developed Property.
- 11.2 Subject to Bylaw 11.1, no Member shall allow any animal, bird or pet (collectively "Pet") to cause a nuisance to any other Member.
- 11.3 Without limiting Bylaws 11.1 and 11.2, each Member shall ensure, in respect of that Member's Pets, that:
- a. the number and size of any Pets are reasonable given the size of that Member's Developed Property and the residential environment or neighbourhood within which that Developed Property is situated;
 - b. when Pets are outside the boundaries of that Member's Developed Property, those Pets are under control and supervision, and for this purpose, all dogs are on a leash;
 - c. all Pet droppings are immediately picked up and disposed of;
 - d. all Pets are maintained in a healthy and clean condition, and all laws and regulations relating to the keeping of such Pets are complied with;
 - e. no dangerous Pets are kept within Wyuna Preserve; and
 - f. no grazing Pets are kept within Wyuna Preserve without first obtaining the consent of the Society, at the Society's sole discretion.
- 11.4 Each Member shall be liable for the costs of repairing any damage to any Communal Facilities or another Member's Developed Property caused by that Member's Pets.
- 11.5 No Member shall allow any Developed Property or any Communal Facilities to become infested by pests including vermin or insects.

12. **CONDUCT AND NOISE**

- 12.1 Each Member shall at all times comply with the requirements of all statutes, regulations and requirements of Authorities (including, without limitation, all planning instruments and consents) within Wyuna Preserve.
- 12.2 No Member shall use any Developed Property or Communal Facility for any purpose which is illegal or may be injurious to the reputation of Wyuna Preserve.
- 12.3 Each Member shall comply with any instructions from time to time issued by the Society or any of its agents for the efficient safe and harmonious use of the Communal Facilities and to otherwise give effect to these Bylaws and the Constitution.
- 12.4 No Member shall make or permit any improper or unreasonable noise within Wyuna Preserve, nor act in any fashion so as to annoy, disturb or irritate any other Member or so as to breach any relevant planning instruments (including, without limitation, the District Plan) or any other requirements of any Authority.
- 12.5 No Member shall obstruct or interfere with or disturb or trespass upon the rights of any other Member in his or her quiet and uninterrupted occupation and enjoyment of that other Member's Developed Property.
- 12.6 Where intoxicating liquor is consumed within Wyuna Preserve, each Member shall ensure that all laws governing the consumption of intoxicating liquor are complied with.
- 12.7 The Society reserves the right to exclude or evict from Wyuna Preserve any person:
- a. who in the opinion of the Society is under the influence of intoxicating liquor or illegal substances, or
 - b. who in any manner acts in violation of the Constitution or these Bylaws, or
 - c. for health and safety reasons.

13. **RUBBISH**

13.1 No Member shall:

- a. Dispose of any rubbish on any Developed Property or any Communal Facility except into bins or receptacles especially provided or designed for rubbish disposal.
- b. Place any private rubbish bins or receptacles on any part of the Communal Facilities except on the day advised by the Society as being the day for rubbish collection, or on the day prior to that day, and shall remove the emptied rubbish bin or receptacle on the day following rubbish collection.
- c. Place any private rubbish bins or receptacles on any part of that Member's Developed Property which is visible from any Communal Facility or neighbouring Developed Property.

14. **SIGNAGE**

- 14.1 No Member shall exhibit or put on any part of that Member's Developed Property or any Communal Facilities any Signage except:

- a. in accordance with any Bylaws relating to Signage promulgated by the Society from time to time; or
- b. where no such Bylaws exist, with the prior consent of the Society or the Design Control Committee; and
- c. that Signage complies with any requirements of the Queenstown Lakes District Council.

SCHEDULE ONE

[Design Guidelines to be inserted]

SCHEDULE TWO

Plan showing Trekking Area and Recreation Area to be inserted