**Lake Kaniere Community Association**

# Constitution

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**PART I - INTRODUCTION**

**1 Name and Registered Office**

1.1 *Nature* - the Association is an incorporated society registered under the Incorporated Societies Act 2022.

1.2 *Name* - The name of the incorporated society is the Lake Kaniere Community Association Incorporated.

1.3 *Registered office* - The registered office of the Association shall be 17 Karoro Place, Greymouth, or such other place as the Committee decides from time to time.

1.4 *Contact Person* - The Committee may from time to time appoint one Contact Person, or up to three Contact Persons, in accordance with the requirements of the Incorporated Societies Act 2022, to act as the Association's authorised liaison with the Registrar and to receive official communications on behalf of the Association. Each Contact Person shall hold office until they resign, are removed by the Committee, or a replacement is appointed, and the Committee shall ensure that the Association's register is updated promptly to reflect any change in Contact Person details.

**2 Definitions**

2.1 *Definitions* - In this document unless the context otherwise requires:

**"Act"** means the Incorporated Societies Act 2022;

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

**"Annual Levy"** means the annual levy or subscription for each Member set by the Committee in each Financial Year in accordance with Part V of these Rules;

**"Associate Member"** means a person nominated by an Owner Member who has a close association with Lake Kaniere. Associate Members have no voting rights and are not required to pay subscriptions.

**"the Association"** means the Lake Kaniere Community Association Incorporated, an incorporated society registered under the Incorporated Societies Act 2022;

**"Authority"** means any local body government or other authority or council controlled organisation of any authority having jurisdiction or authority over or in respect of any part of Lake Kaniere or its use;

**"Bylaws"** means bylaws made by the Association from time to time under rule 18.

**"Committee"** means the committee of the Association established in accordance with Part IV of these Rules;

**"Committee Member"** means any person validly elected or appointed to the Committee in accordance with this Constitution, who holds office until they resign, are removed, or their term otherwise ends. A Committee Member is responsible for performing the duties and exercising the powers of the Committee, acting in the best interests of the Association, and complying with all obligations imposed under this Constitution and the Incorporated Societies Act 2022.

**"Common Facilities"** for the purposes of this constitution means, all land, assets, infrastructure, natural features, amenities, services, and equipment that are owned by, under the control of, or managed by the Association;

**"Constitution"** means the rules and constitution of the Association and any amendments, regulations or bylaws in effect pursuant to this constitution;

**"Financial Year"** means each 12 month period commencing on 1 April and ending on the following 31 March or such other period selected by the Committee;

**"GST"** means goods and services tax charged under the Goods and Services Tax Act 1985;

**"Lake Kaniere**" means the lake located within the Westland District of the West Coast region of New Zealand, together with its immediate foreshore, access areas, and surrounding environment as commonly understood to form the Lake Kaniere community.

**"Levy"** and **"Levies"** means the Annual Levy or subscription and any special or particular levies due for payment by a Member to the Association in accordance with Part V of these Rules;

**"Lot"** means a parcel of land or property at Lake Kaniere that is legally defined and recorded on a title in the Land Transfer Register, including any associated improvements, and which is capable of separate ownership and transfer.

**"Member"** means any person recorded in the Association's Register of Members, including Owner Members, Associate Members, and any person admitted to a discretionary class of membership established by the Committee under these Rules.

**"Owner"** means a person who is registered as a proprietor (whether individually or jointly) of an interest in land at Lake Kaniere.

**"Owner Member"** means an Owner who is a registered proprietor of a Lot at Lake Kaniere and who has been accepted and consented to be an Owner Member of the Association. Membership is associated with the Owner's Lot. Where there is more than one registered proprietor of a Lot, those proprietors collectively constitute one Owner Member for voting purposes.

**"Ordinary Resolution"** means a resolution of the Association in general meeting passed by a majority of not less than 50% of the Members present and who are entitled to vote in person on the question;

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

**"Rules"** means these rules of the Association and any amendments, regulations or bylaws in effect pursuant to these Rules;

**"Special Resolution"** means a resolution of the Association in general meeting passed by a majority of not less than 75% of the Members present and who are entitled to vote in person on the question;

**"Voting Entitlement"** means one vote for each Lot, whether or not there are multiple proprietors/Owner Members of the Lot;

**"Working Day"** means any day of the week other than:

(i) Saturday, Sunday, Waitangi Day, Matariki, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day, and

(ii) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive;

(iii) the day observed as Westland Anniversary Day;

2.2 *Extent of working day* - A Working Day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.

2.3 *Acts outside of the working day* - Any act done pursuant to these Rules by a party after 5.00 pm on a Working Day, or on a day which is not a Working Day, shall be deemed to have been done at 9.00 am on the next succeeding Working Day. Where two or more acts (including service of notices) done pursuant to these Rules are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for the first sentence of this rule.

2.4 *Effect of headings* - Headings are included for convenience only and do not affect the interpretation of these Rules.

2.5 *Statutes and regulations* - Any reference to a statute includes reference to regulations, orders or notices made under or pursuant to such statute and reference to a statute or regulation includes references to all amendments to that statute or regulation whether by subsequent statute or otherwise and a statute or regulation passed in substitution for the statute or regulation referred to.

2.6 *Alternative terms* - Words importing the singular number shall include the plural, the masculine gender shall include the feminine, persons shall include companies, and vice versa.

2.7 *Schedules and annexures* - The Schedules and Annexures to these Rules form part of these Rules.

2.8 *References to currency* - All references to currency are to $NZD exclusive of GST (if any) unless expressly specified to the contrary.

2.9 *References to "including"* - Reference to "including" or "includes" are not words of limitation.

2.10 *GST* - Goods and Services Tax shall be paid by any party in receipt of a taxable supply in addition to any consideration therefore.

**PART II - PURPOSES AND DUTIES**

**3 Purposes**

3.1 *Specific Purposes* - the Association will play a key role in preserving the interests of the Members in maintaining and regulating the Common Facilities and other cooperative features of Lake Kaniere and will promote the following objects for the benefit of Members:

3.1.1 *Preserve and Enhance Lake Kaniere* **-** To preserve, protect, and enhance the unique environmental, recreational, cultural, and social character of Lake Kaniere for the benefit of property owners, residents, and visitors.

3.1.2 *Advance Community Interests and Welfare* - To promote the collective interests, safety, enjoyment, and wellbeing of all property owners and residents at Lake Kaniere.

3.1.3 *Facilitate Communication and Collaboration* - To provide a structured means for property owners and residents to communicate, collaborate, and make collective decisions on matters affecting the Lake Kaniere community.

3.1.4 *Maintain Membership Records* - To maintain an accurate register of members and contact details to enable timely communication, including urgent alerts, among property owners and residents.

3.1.5 *Encourage Participation and Engagement* - To foster active involvement by members (and non-members with Lake properties) in the activities, initiatives, and governance of the Association.

3.1.6 *Promote Safety and Emergency Preparedness* - To support initiatives that enhance community safety and resilience, including emergency facilities, first-response equipment, and coordinated preparedness measures.

3.1.7 *Environmental and Recreational Stewardship* - To protect the ecological health of Lake Kaniere and promote responsible recreational use, including sporting, amenity, and relaxation opportunities.

3.1.8 *Engage with External Stakeholders* - To liaise and collaborate with local iwi, government agencies, councils, environmental organisations, maritime authorities, sporting clubs, and other relevant bodies to advance the interests of the Lake Kaniere community.

3.1.9 *Support Community Projects and Events* - To initiate, organise, and support community-led projects, events, educational programmes, environmental initiatives, and fundraising activities aligned with the Association's purposes.

3.2 *Excluded objects* - the Association does not have as an object the following:

3.2.1 the pecuniary gain of Members, and no Member will be entitled to receive any dividend out of any levy, fee, donation or other income or funds of the Association; or

3.2.2 the carrying on of business for profit.

**4 Duties of the Association**

4.1 *Operate and Manage the Common Facilities* - the Association will operate and manage the Common Facilities and all improvements and equipment associated with the Common Facilities (including keeping the Common Facilities in good order and repair).

4.2 *Access to Shared Common Facilities* - where any Common Facilities are located on a Member's property, the Member agrees and allows the Association (and parties engaged by it) access to that Member's property for the purpose of administering the use and supply of the Common Facilities.

4.3 *Register of Members* - the Association will maintain a register of Members recording:

4.3.1 the name, address, and contact details of each Member, or if the Member is not a natural person, of a contact person for that Member. No notice of any trust express, implied or constructive will be entered on the register of Members; and

4.3.2 the date on which each Member became a member of the Association;

4.4 *Incidental Activities* - the Association may carry out any other duty or activity which is necessary or incidental to any other specific duty contained in these Rules.

4.5 *Financial Affairs* -

4.5.1 The funds and property of the Association shall be controlled, invested, and disposed of by the Committee in accordance with the Constitution, and applied solely toward the promotion of the purposes of the Association. The Committee shall maintain bank accounts in the name of the Association and ensure that all money received on account of the Association is banked within the required number of Working Days of receipt. All accounts paid or for payment shall be submitted to the Committee for approval. Levies, subscriptions, and any other monies collected by the Association shall be managed in accordance with the Act, these Rules, and any applicable Bylaws.

4.5.2 The Committee must ensure that proper accounting records are kept at all times, sufficient to correctly record the transactions of the Association, enable the preparation of financial statements that comply with the requirements of the Act, and allow those statements to be readily audited if required under the Act or the Constitution. The Committee shall maintain an appropriate system of internal financial control, and all accounting records must be kept in

written form or in a form easily accessible and convertible into written form for the current Financial Year and the seven preceding completed Financial Years.

**PART III - MEMBERSHIP**

**5 Membership Consent**

5.1 A person must not be admitted as a Member unless they have consented in writing to become a Member. Consent may be given by a signed application, email, or other written electronic communication approved by the Committee. The Secretary must retain a record of each Member's consent.

**6 Owner Members**

6.1 *Eligibility* - The Owner of a Lot at Lake Kaniere may become an Owner Member of the Association by application to the Association and in accordance with rule 5.1.

6.2 *Membership Appurtenant to Ownership* - Membership of the Association is appurtenant to and runs with ownership of a Lot. Membership cannot be severed from ownership of a Lot or transferred, pledged, mortgaged, or otherwise alienated except together with title to the Lot.

6.3 *Rights and Obligations* - Owner Members agree to:

6.3.1 Promote the purposes of the Association and comply with these Rules;

6.3.2 Pay any subscriptions, levies, or other financial obligations set by the Association;

6.3.3 Provide accurate contact details for the Member Register and update these promptly when changes occur; and

6.3.4 Ensure that, prior to transferring ownership of a Lot, the purchaser is informed of the Association and invited to apply for membership.

6.4 *Multiple Owners* - Where a Lot has more than one registered owner, and where more than one registered owner has applied for membership, then all obligations of membership will apply jointly and severally to those owners on membership being granted.

6.5 *Voting Rights* - Where a Lot has more than one Owner Member, those Owners collectively have one vote only on any matter requiring a member vote. The Owners must decide among themselves how that vote will be exercised.

6.6 *Companies and Trusts* - Where a company, trust, or other non-natural person owns a Lot, that entity must nominate a natural person (being a director, officer, trustee, or equivalent) to act as the Owner Member for and on behalf of that entity.

**7 Associate Members**

7.1 *Eligibility* – Any person who is a family member, friend, or companion of an Owner Member and who, in the opinion of that Owner Member, has a close association with Lake Kaniere may become an Associate Member.

7.2 *Admission* – An Associate Member must be nominated by an Owner Member and accepted by the Committee provided the Associate Member has met any obligations set by the Committee and has consented to become an Associate Member.

7.3 *Rights and Restrictions* –

7.3.1 Associate Members may attend Association meetings and participate in discussions but do not have voting rights.

7.3.2 Associate Members are not eligible to hold office on the Committee.

7.4 *Fees* – Associate Members are not required to pay an Annual Levy.

7.5 *Obligations* – Associate Members must act in a manner consistent with the purposes of the Association and must not bring the Association into disrepute.

**8 General Membership**

8.1 The Committee may, by resolution, establish one or more discretionary classes of membership in addition to Owner Members and Associate Members. For any such class, the Committee may determine eligibility criteria, rights and privileges (including whether voting rights apply), obligations (including any fees or levies), and duration of membership. All discretionary classes must be consistent with the purposes of the Association and these Rules, and must not confer any pecuniary gain on members. The Secretary shall record all members of discretionary classes in the Member Register, noting their class and applicable conditions. The Committee may vary or discontinue any discretionary class by resolution, provided that existing members of that class are given reasonable notice.

8.2 Unless expressly provided otherwise in these Rules, only Owner Members have voting rights, and Associate Members and discretionary classes of membership have no voting rights.

**9 Cessation of Membership**

9.1 *Voluntary Resignation* - A Member may resign at any time by giving written notice to the Secretary. Resignation takes effect upon the notice being processed and recorded in the membership register.

9.2 *Other Circumstances for Cessation* - A person ceases to be a Member (including an Owner Member, Associate Member, or General Member) if:

9.2.1 They resign in accordance with rule 9.1;

9.2.2 The Member dies, or where the Member is an entity, enters into any dissolution, liquidation, or wind up proceedings;

9.2.3 The Member fails to pay any levies or the Annual Levy within such timeframe set by the Committee;

9.2.4 In the case of Owner Members, immediately upon the registration of a transfer (sale) of the Lot associated with the Owner Member (unless they own more than one (1) Lot);

9.2.5 In the case of Associate Members, at the Committee's discretion;

9.2.6 In the case of General Members, according to any criteria set by the Committee, and in the absence of any criteria, then at the discretion of the Committee.

9.2.7 The Committee determines, following the process in rule 9.3, or a dispute process in rule 20, that the Member is in breach of the Rules or acting contrary to the Association's purposes;

9.2.8 Any other ground specified in the Rules or by resolution at an Association meeting.

9.3 *Committee-Initiated Termination for Breach or Misconduct* - If the Committee believes a Member is in breach of the Rules or acting inconsistent with the Association's purposes, it may initiate termination proceedings as follows:

9.3.1 Serve a Committee Notice to that Member that:

(a) Describes the alleged breach or inconsistency;

(b) Requires the Member to remedy the behaviour or to provide in writing reasons why membership should not be terminated;

(c) Warns that if the Member does not satisfy the Committee within 10 Working Days, the Committee may terminate membership;

(d) Informs the Member of their right to appeal to the Association under rule 9.5.

9.3.2 If, after 10 Working Days from delivery of the Committee Notice, the Committee, by majority vote, remains unsatisfied, it may by resolution immediately terminate the Member's membership by issuing a Termination Notice.

9.4 *Termination Notice* - The Termination Notice must:

9.4.1 Advise that membership has been terminated effective immediately;

9.4.2 Explain the right to appeal the decision to the full Association;

9.4.3 Set a deadline (10 Working Days) for submitting a written appeal ("Member's Notice") to the Secretary.

9.5 *Appeal to the Association* - Upon receipt of the Member's Notice, an appeal hearing must be held within 40 Working Days at a duly convened Association meeting. The appealing Member is entitled to:

9.5.1 Present a written explanation ("Member's Explanation") for distribution to all Members at least 10 Working Days before the meeting;

9.5.2 Be heard in person or via electronic means;

9.5.3 Request a postponement to the next meeting if the timing does not allow adequate review.

During the hearing, both the Member and the Committee may be questioned by attendees.

9.6 *Association Decision* - Following the appeal hearing, the Association shall vote by majority to either:

9.6.1 Uphold the termination; or

9.6.2 Reinstate the Member.

The Association's decision is final and binding.

**PART IV - OPERATION OF THE ASSOCIATION**

**10 The Committee**

10.1 *Powers* - Subject only to the powers of the Association exercised in general meeting, the management of the Association will be vested in a Committee in accordance with this rule 10. The Committee may exercise all of the powers, authority and discretions of the Association as permitted under these Rules and do on its behalf all acts as it deems necessary or expedient. The powers, authority and discretions as exercised by the Committee are subject always to any limits which may from time to time be imposed by the Association or the Act.

10.2 *Composition* - The powers and duties of the Association may be exercised and performed by the Committee, comprising Committee Members, including:

10.2.1 A chairperson;

10.2.2 A treasurer;

10.2.3 A secretary; and

10.2.4 Such other persons as voted or decided by the Association provided there are no less than three natural persons elected or appointed to the Committee;

10.3 *Election* - Committee members will be elected by the Association at every AGM, and may be elected at any other time by the Association in general meeting.

10.4 *Casual Vacancy* - In the event of a casual vacancy in any position on the Committee (whether caused by death, cessation of membership from the Association, or some other means) the remaining Committee members may appoint another Owner Member to fill the vacancy until the position is filled or ratified by the Association in general meeting.

10.5 *Removal of Committee Members* – A Committee Member shall be removed as a Committee Member by resolution of the Committee or the Association where in the opinion of the Committee or the Association:

10.5.1 The Committee Member elected to the Committee has been absent from three (3) committee meetings without leave of absence from the Chairperson;

10.5.2 The Committee Member has brought the Society into disrepute;

10.5.3 The Committee Member has failed to disclose a conflict of interest;

10.5.4 The Committee Member is or becomes disqualified from being an officer (as defined in the Act) under section 47(3); or

10.5.5 The Committee passes a vote of no confidence in the Committee Member.

10.6 *Number of votes* - Each Committee Member shall have one vote.

10.7 *Majority* - At Committee Meetings all matters of general business shall be determined by a simple majority of votes. In the case of equality of votes the Chairperson for the time being of the meeting shall have a casting vote.

10.8 *Duties of Committee Members* – The duties of Committee Members will include (but not be limited to) the following:

10.8.1 The Chairperson:

(a) *Presiding* - Chairs Association Meetings (including the AGM and any Special General Meeting) and Committee Meetings; confirms a quorum; maintains order; and has a casting vote where voting is tied.

(b) *Agenda and Notices* - Works with the Secretary to set agendas and ensure timely circulation of papers and notices in accordance with these Rules.

(c) *Conflicts and Conduct* - Promotes ethical conduct; ensures conflicts of interest are disclosed, recorded in the Interests Register, and managed appropriately.

(d) *Representation and Sign-off* - Acts as spokesperson for the Association, and (where applicable) signs official documents or instruments authorised by the Committee.

(e) *Oversight* - Provides leadership for governance, compliance, disputes and disciplinary matters, risk management, community safety/resilience initiatives, and delivery of the Association's purposes.

10.8.2 The Secretary:

(a) *Convening Meetings* - Convenes general meetings when requested under these Rules; issues all notices required by these Rules or directed by the Association or the Committee (including AGM and SGM notices, motions, nominations).

(b) *Minutes and Records* - Keeps accurate minutes of Association and Committee Meetings, recording time, date, venue, business considered, and resolutions passed; maintains the Association's records, documents, and books (except those required for the Treasurer's function).

(c) *Registers* - Maintains:

(i) the Register of Members (names, contact details, consent, dates joined/ceased, membership class) and must ensure it is updated promptly upon becoming aware of any change to a Member's details, membership status, or class of membership;

(ii) the Interests Register for Committee Members' conflict disclosures; and

(iii) records of Committee Members' written consents and not-disqualified certificates.

(d) *Filings* - Files constitutional amendments and required statutory updates with the Registrar; ensures the AGM is held within statutory time frames and coordinates required filings (including annual financial statements).

(e) *Contact Person(s)* - Acts as (or liaises with) the Association's contact person(s) for the Registrar as recorded from time to time.

(f) *Common Seal (if used)* - Holds the common seal in safe custody and affixes it only with Committee authority and appropriate witnessing.

10.8.3 The Treasurer:

(a) *Receipts and Payments* - Receives and issues receipts for levies and other monies; operates and maintains the Association's bank account; pays all accounts properly incurred by or on behalf of the Association.

(b) *Financial Records* - Keeps proper accounting records to enable the Association's financial position to be readily ascertained; keeps financial and security documents in safe custody; maintains appropriate internal controls.

(c) *Reporting Standards and Tier* - Prepares annual financial statements in accordance with applicable standards (GAAP/XRB tiers or small-society options if eligible) and the Committee's approved accounting policies; assists the Committee to determine the Association's reporting tier.

(d) *Approval and Filing* - Ensures annual financial statements are completed and signed by two Committee members and filed with the Registrar within six (6) months of balance date; presents the Treasurer's report and the annual financial statements to the AGM.

(e) *Audit/Assurance* - Arranges audit or review when required by law/regulations or as resolved by Members/Committee; distributes audited/reviewed statements to Members as soon as reasonably practicable.

(f) *Arrears* - Reports immediately to the Committee any Member failing to pay levies within the prescribed period.

10.9 *Committee Member Handover* - On ceasing office, a Committee Member must, within one month, deliver to the Committee all Association documents, records, and property in their possession.

10.10 *Delegation of powers* - The Committee may delegate any one or more of its powers to a sub-committee of Committee members, or any Committee member, and such sub-committee may invite Associate Members to participate in it on an advisory basis only. In exercising the Committee's delegated powers, any delegate must comply with any directions that the Committee may impose.

10.11 *Retirement* - A Committee member will hold elected position until the earliest of:

10.11.1 The next AGM following the election (when the Committee member will be eligible for re-election);

10.11.2 The date written resignation from the position is received by the Association;

10.11.3 The date of removal from such position by the Association in general meeting; or

10.11.4 The date of cessation of membership.

10.12 *Proceedings at committee meetings* - The provisions of Schedule B of these Rules govern the calling and holding of Committee meetings.

**11 General Meetings**

11.1 *Exercise of powers by members* - Powers reserved to Members by these Rules and all residual governance rights (i.e. those not reserved to any other person or body) may be exercised:

11.1.1 at a meeting of Members; or

11.1.2 by a resolution in lieu of a meeting pursuant to rule 12.1.

11.2 *Power can be exercised by ordinary resolution* - Unless otherwise specified in these Rules, a power reserved to Members may be exercised by an Ordinary Resolution. An ordinary resolution is a resolution that is approved by a simple majority of the votes of those Members entitled to vote and voting on the question.

11.3 *Exercise of some powers require special resolution* - The following powers must be exercised by Special Resolution, being a resolution approved by a majority of 75 percent of the votes of those Members entitled to vote and voting on the question:

11.3.1 to alter the Association's Constitution or Bylaws;

11.3.2 to wind up the Association;

11.4 *Calling of an annual general meeting* - The Committee must call an AGM of Members to be held:

11.4.1 not later than five (5) months after the balance date of the Association; and

11.4.2 not later than fifteen (15) months after the previous AGM.

11.5 *Calling of special general meeting* - A special general meeting of Members:

11.5.1 may be called at any time by:

(a) the Committee; or

(b) a person who is authorised by these Rules to call the meeting;

11.5.2 must be called by the Committee within 20 Working Days of written request by Owner Members who may between them exercise 10% of the votes available to be exercised at an annual general meeting of the Association.

11.6 *Proceedings at general meetings* - The provisions of Schedule A of these Rules govern the calling and holding of meetings of Members.

**12 Resolutions in Lieu of Meeting**

12.1 *Resolution in lieu of meeting* - A resolution in writing signed by Members who would be entitled to vote on that resolution at a meeting of Members and who together hold not less than 75% of the votes entitled to be cast on that resolution is as valid as if it had been passed at a meeting of those Members.

12.2 *Resolution may consist of more than one document* - Any resolution in writing under the preceding rule may consist of one or more documents in similar form (including letters, e-mail, or other similar means of communication) each signed or assented to by or on behalf of one or more of the Members.

12.3 *No meeting is required if all done by resolution* - It shall not be necessary for the Association to hold an AGM if everything required to be done at that meeting (by resolution or otherwise) is done by resolution in accordance with rule 12.1.

12.4 *Notice of resolution must be given* - Within five (5) Working Days of a resolution being passed under rule 12.1, the Association must send a copy of the resolution to every Member who did not sign the resolution or on whose behalf the resolution was signed.

12.5 *No prior notice of resolution is necessary* - A resolution may be signed under rule 12.1 without any prior notice being given to Members.

**13 Indemnity**

13.1 *Indemnity for Committee Members etc.* - To the fullest extent permitted by law, the Association may indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or legal proceedings (whether civil, criminal, administrative, or investigative) by reason of the fact that that person is or was an officer, committee member, member, employee, servant or agent of the Association, against expenses (including legal fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such person in connection with that action, or proceedings if it is found and determined by the Committee or a Court that the person:

13.1.1 acted in good faith and in a manner which that person reasonably believed to be in, or not opposed to, the best interests of the Association; or

13.1.2 with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

13.2 *Officers insurance* - The Association may purchase and maintain insurance on behalf of any person who is or was an officer, committee member, employee, servant, or agent of the Association, against any liability asserted against that person or incurred by that person in any such capacity, or arising out of the status of that person, whether or not the Association would have the power to indemnify such person against that liability under these Rules or otherwise.

**PART V - LEVIES**

**14 Annual Levies**

14.1 *Power to levy members* - the Association may levy the Members for the costs of and associated with fulfilling the purposes set out in the Rules, and in carrying out the duties prescribed by and in exercising the powers reserved to it by these Rules.

14.2 *Levies to be fair* - Each Financial Year, the Association will set the Annual Levies. All Annual Levies must be set in a manner which is fair and equitable to the Association and to all Members and any other category of membership or groups of Members.

**PART VI - MISCELLANEOUS**

**15 Amendment of Rules**

15.1 *Rules may be amended by special resolution of members* - These Rules may be amended, varied, added to or rescinded by Special Resolution of the Owner Members.

15.2 *Amendments to be in writing* - Any amendment or variation shall be evidenced by an instrument in writing executed in accordance with section 30 of the Act, or amendments or re-enactments thereof.

15.3 *Amendments effective on notice* - All Members shall be bound by any such amendment or variation upon the Association sending notice thereof in writing to the address or email address contained in the register of Members.

15.4 *Acceptance by registrar* - No such amendment, addition or rescission will be valid unless and until accepted by the Registrar.

**16 Winding up and Liquidation**

16.1 *Winding up* - If the Association is wound up or dissolved:

16.1.1 All debts, costs, and liabilities of the Association shall be paid.

16.1.2 Any surplus assets, funds, or property remaining after payment of liabilities must be transferred to one or more not-for-profit entities (or a class of such entities) in New Zealand whose purposes are similar to those of the Association or otherwise charitable, cultural, recreational, or community-focused, as determined by resolution of the Members at a General Meeting.

16.1.3 No surplus assets may be distributed to Members or Committee Members of the Association, except as permitted by law.

16.1.4 The process of liquidation shall comply with the Incorporated Societies Act 2022 and any applicable regulations.

16.2 *Liquidation* – The Committee may resolve to liquidate the Association in accordance with Part 5 of the Act. If the Committee resolves to liquidate, the following applies:

16.2.1 The Committee shall give 20 Working Days written notice to all Members of the proposed resolution to put the Association into liquidation.

16.2.2 The Committee shall also give written notice to all Members of the General Meeting at which any such proposed resolution is to be considered. The notice shall include all information as required by section 228(4) of the Act.

16.2.3 Any resolution to put the Association into liquidation must be passed by a Special Resolution.

**17 Notices**

17.1 *Notices* - All notices and other communications required under these Rules shall be in writing and shall be delivered by hand or by properly addressed post or email and, in the case of notices to or communications with:

17.1.1 any Member, shall be addressed to that Member at the address (or email address) held in the Members register or at such other address, or email address as the Member may from time to time notify the Secretary in writing;

17.1.2 the Association or the Committee, shall be addressed to the intended recipient at the registered office of the Association or to the email address used by the intended recipient of the Committee (with at least one other committee member copied into the correspondence).

17.2 *Deemed delivery* - Any notice or communication given in terms of this rule shall be deemed to have been delivered:

17.2.1 in the case of delivery by post, five (5) Working Days after posting; and

17.2.2 in the case of transmission by email, on sending the email to the intended recipient.

17.3 *No liability for failure to give notice in proper form* - the Association shall not be held liable in any way for failure to give notice to any Member provided it has delivered such notice by any means specified under these Rules.

**18 Bylaws**

18.1 *Introduction, alteration or cancellation of bylaws* - If the Committee wishes to promulgate new Bylaws, or vary or cancel any Bylaws, the Bylaw will not be effective until it is approved by a majority of Owner Members present who are entitled to at a meeting of Members, or by Resolution in Lieu of a Meeting.

**19 Liabilities and Indemnities**

19.1 *Liability of members* - No Member will be under any liability in respect of any contract or other obligation made or incurred by the Association.

19.2 *Association to indemnify* - the Association will indemnify and keep indemnified Committee Members from and against any liability in respect of any act or omission in their capacity as a Committee member, to the extent of property owned by the Association, except where criminal liability is adjudged in respect of that Committee Member.

19.3 *Member to indemnify the Association* - Each Member will indemnify and keep indemnified the Association from and against any action, claim, demand, loss, damage, cost, expense and liability which the Association may suffer or incur, or for which the Association may become liable, in respect of or arising from any breach of these Rules or the Bylaws by the Member.

**20 Disputes**

20.1 Dispute Resolution – The following dispute resolution provisions apply insofar as they are consistent with sections 38 to 44 and Schedule 2 of the Act:

20.1.1 *Making a Complaint* - A Member, an Committee Member, or the Association may make a complaint by giving written notice to the Committee (or a designated subcommittee) that:

(a) states the complaint is under these Rules;

(b) sets out the allegation and who it concerns; and

(c) provides sufficient detail for the respondent to prepare a response.

20.1.2 *Right to Be Heard* - Both the complainant and the respondent have the right to be heard before any decision is made. This right is satisfied if they have a reasonable opportunity to present their case in writing or at an oral hearing (as determined by the Committee (or sub-committee as the case may be)), and any written submissions are considered by the decision maker.

20.1.3 *Fair Process* - The respondent must be fairly advised of all allegations with adequate time and detail to respond. Oral hearings are held only if necessary for an adequate hearing. Decision makers must be impartial and free from predetermined views.

20.1.4 *Investigation and Determination* - The Association must investigate and determine disputes as soon as reasonably practicable, in a fair, efficient, and effective manner.

20.1.5 *Discretion Not to Proceed* - The Association may decline to proceed if the complaint is trivial, lacks evidence, is without foundation, involves an insignificant interest, relates to a matter already resolved, or is unduly delayed.

20.1.6 *Referral and Alternative Resolution* - The Association may refer a complaint to a subcommittee or external person for investigation or decision, or with consent of all parties, to mediation or arbitration.

**21 Matters not provided for**

21.1 If any matter arises that, in the opinion of the Committee, is not provided for in this Constitution or any Rule or Bylaw, or if any question or dispute arises out of the interpretation or application of this Constitution, the Committee will decide the matter, question, or dispute as it sees fit.

21.2 Any matter or dispute that has been, or is being, dealt with by the Committee under Rule 21.1 must be reported to the Members at the next AGM.

**22 Transitional Rules**

22.1 Transition of Existing Members

22.2 All persons recorded as Members immediately prior to the date of registration of this Constitution ("Existing Members") will continue as Members without interruption. Existing Members who own a Lot as at the Commencement Date will automatically become Owner Members, and those who do not own a Lot will automatically become Associate Members, each effective from the Commencement Date.

22.3 Transition of Committee

22.4 Committee Members elected or appointed under the previous constitution who remain in office immediately prior to the date this Constitution is registered will continue in their positions until the next AGM at which time they will be eligible to run for positions on the Committee as per the terms of this Constitution.

**SCHEDULE A - PROCEEDINGS AT MEETINGS OF MEMBERS**

**1 Chairperson**

1.1 The chairperson of the Committee, if present at a meeting of Members, must chair the meeting, unless they have delegated that responsibility to another Member.

1.2 If the chairperson of the Committee is not present within 15 minutes of the time appointed for the commencement of the meeting, the Members present may choose one of their number to be chairperson of the meeting.

**2 Notice of Meetings**

2.1 Written notice of the time and place of a meeting of Members must be sent to every Member entitled to receive notice of the meeting and to every Committee Member of the Association not less than ten (10) Working Days before the meeting.

2.2 The notice must state:

2.2.1 the nature of the business to be transacted at the meeting in sufficient detail to enable a Member to form a reasoned judgment in relation to it; and

2.2.2 the text of any special resolution to be submitted to the meeting.

2.3 An irregularity in a notice of a meeting is waived if all the Members entitled to attend and vote at the meeting attend the meeting without protest as to the irregularity, or if all such Members agree to the waiver.

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

2.5 If a meeting of Members is adjourned for less than thirty (30) days, it is not necessary to give notice of the time and place of the adjourned meeting other than by announcement at the meeting which is adjourned.

**3 Methods of Holding Meetings**

3.1 A meeting of Members may be held either:

3.1.1 by a number of Members, who constitute a quorum, being assembled together at the place, date, and time appointed for the meeting; or

3.1.2 by means of audio, or audio and visual, communication by which all Members participating and constituting a quorum, can simultaneously hear each other throughout the meeting.

**4 Quorum**

4.1 No business may be transacted at a meeting of Members unless a quorum is present. A quorum is present if not less than 20% of Owner Members are present in person at the meeting.

4.2 If a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting is adjourned to the same day in the following week at the same time and place, or to such other date, time, and place as the Committee Members may appoint, and if at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the Owner Members present are a quorum.

**5 Business**

5.1 The business of an AGM shall be:

5.1.1 receiving any minutes of the previous Association Meeting(s);

5.1.2 receiving the Annual Report of the Committee, including a report by the Chairperson on the activities of the Association during the preceding Financial Year;

5.1.3 receiving a report on the finances of the Association, including presentation of the Annual Financial Statements;

5.1.4 disclosure to Members of any conflicts of interest declared by Committee Members during the preceding Financial Year, or confirmation that the Interests Register has been maintained and is available for inspection;

5.1.5 election of Committee Members;

5.1.6 motions to be considered; and

5.1.7 any general business.

5.2 The Committee must ensure that the Annual Report and Annual Financial Statements are made available to Members in advance of, or at, the AGM.

**6 Voting**

6.1 In the case of a meeting of Members held under rule 3.1.1 of this Schedule, unless a poll is demanded, voting at the meeting shall be by whichever of the following methods is determined by the chairperson of the meeting:

6.1.1 voting by voice;

6.1.2 voting by show of hands; or

6.1.3 secret ballot.

6.2 In the case of a meeting of Members held under rule 3.1.2 of this Schedule, unless a poll is demanded, voting at the meeting shall be by the Members signifying individually their assent or dissent by voice or such other method as determined by the Committee.

6.3 A declaration by the chairperson of the meeting that a resolution is carried by the requisite majority is conclusive evidence of that fact unless a poll is demanded in accordance with rule 6.4.

6.4 At a meeting of Members, a poll may be demanded by:

6.4.1 not less than five (5) Owner Members having the right to vote at the meeting; or

6.4.2 the chairperson of the meeting.

6.5 A poll may be demanded either before or after the vote is taken on a resolution.

6.6 If a poll is taken, Members are entitled to exercise their Voting Entitlement for each Lot owned by them. If a Lot is owned by more than one Owner Member and they cannot agree on how they should vote, then the first named person on the Certificate of Title for that Lot shall be entitled to vote.

6.7 The chairperson of a Members meeting is entitled to a casting vote.

**7 Proxies**

7.1 Members must exercise their right to vote by being present in person at a meeting (including by audio or audio-visual means permitted by clause 3.1.2). Appointment of proxies is not permitted.

**8 Postal Votes**

8.1 Postal voting is not permitted.

**9 Minutes**

9.1 The Committee must ensure that minutes are kept of all proceedings at meetings of Members and are retained as part of the Association's records.

9.2 Minutes which have been signed correct by the chairperson of the meeting are prima facie evidence of the proceedings.

**10 Loss of Voting Right if Levies Unpaid**

10.1 If any sum due to the Association in respect of a Lot has not been paid, no Owner Member associated with that Lot may exercise a vote at a Members' meeting.

**11 Other Proceedings**

11.1 Except as provided in this Schedule, a meeting of Members may regulate its own procedure.

**SCHEDULE B - PROCEEDINGS OF THE COMMITTEE**

**1 Chairperson**

1.1 The elected chairperson remains in that role until the next AGM, unless they pass away, choose to resign, or are removed according to the rules outlined in this Constitution.

1.2 If at a meeting of the Committee the chairperson is not present within 15 minutes after the time appointed for the commencement of the meeting, the Committee Members present may choose one of their number to be chairperson of the meeting.

**2 Notice of Meeting**

2.1 A Committee Member may convene a meeting of the Committee by giving notice in accordance with this rule.

2.2 Not less than five (5) days' notice of a meeting of the Committee must be sent to every Committee Member who is in New Zealand, and the notice must include the date, time, and place of the meeting and the matters to be discussed.

2.3 An irregularity in the notice of a meeting is waived if all Committee Members entitled to receive notice of the meeting attend the meeting without protest as to the irregularity or if all Committee Members entitled to receive notice of the meeting agree to the waiver.

**3 Methods of Holding Meetings**

3.1 A meeting of the Committee may be held either:

3.1.1 by a number of the Committee who constitute a quorum, being assembled together at the place, date, and time appointed for the meeting; or

3.1.2 by means of audio, or audio and visual, communication by which all Committee Members participating and constituting a quorum can simultaneously hear each other throughout the meeting.

**4 Quorum**

4.1 A quorum for a meeting of the Committee is a majority of the Committee Members.

4.2 No business may be transacted at a meeting of Committee Members if a quorum is not present.

**5 Voting**

5.1 Every Committee Member has one vote.

5.2 The chairperson has a deciding vote in case of a tie.

5.3 A resolution of the Committee is passed if it is agreed to by all Committee Members present without dissent or if a majority of the votes cast on it are in favour of it.

5.4 A Committee Member present at a meeting of the Committee is presumed to have agreed to, and to have voted in favour of, a resolution of the Committee unless he or she expressly dissents from or votes against the resolution at the meeting.

**6 Minutes**

6.1 The Committee must ensure that minutes are kept of all proceedings at meetings of the Committee.

**7 Unanimous Resolution**

7.1 A resolution in writing, signed or assented to by all Committee Members then entitled to receive notice of a Committee meeting, is as valid and effective as if it had been passed at a meeting of the Committee duly convened and held.

7.2 Any such resolution may consist of several documents (including email or other similar means of communication) in like form each signed or assented to by one or more Committee Members.

7.3 A copy of any such resolution must be entered in the minute book of Committee proceedings.

**8 Other Proceedings**

8.1 Except as provided in this Schedule, the Committee may regulate its own procedure.