

**BYLAWS OF
THE RESIDENTIAL PRECINCT OF
JACKS POINT RESIDENTS & OWNERS ASSOCIATION INCORPORATED**

BACKGROUND:

- A. Under the rules of the Constitution:
- (i) The Society may from time to time promulgate, amend and distribute to Members 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 promulgated by the Society in respect of the Residential Precinct and are effective from the date of the Society's AGM for the year 2015.

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 Jacks Point or its use.

"Building Bond" has the meaning given to it in clause 7.5.

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

"Commercial Activity" means the use of a Developed Property for the display, offering, provision, sale or hire of goods, equipment or services and includes Visitor Accommodation and Homestay.

"Communal Facilities" has the meaning given to it in the Constitution.

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

"Developed Property" has the meaning given to it in the Constitution.

"Developer" has the meaning given to it in the Constitution.

"Development Controls" means the development controls dated July 2003 as approved by the Queenstown Lakes District Council pursuant to the Outline Development Plan for Jacks Point dated 15 August 2005 and as may be amended from time to time by the Society with the approval of the Queenstown Lakes District Council.

"Development Plan" means the plan attached to these Bylaws at Schedule Two.

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

"Golf Course" means the Jacks Point golf course, any clubhouse and ancillary facilities, if any, including driving range and practice areas.

"Ground Level" means:

- (a) where a covenant is registered against the certificate of title for a Developed Property which includes a plan recording the ground level applicable to that Developed Property, the level shown on that plan which is deemed to:
 - (i) be the finished ground level of that Developed Property at the date of the deposited plan which creates a separate certificate of title for that Developed Property; and
 - (ii) slope evenly between the contour lines shown on the plan recording the ground level applicable to that Developed Property.
- (b) where there is no covenant registered against the certificate of title for a Developed Property as described in (a) above, the natural ground level of that Developed Property as at 10 October 1995 (being "ground level") as determined pursuant to the District Plan.

"Homestay" means a residential activity where a Developed Property occupied by person(s) living permanently on the Developed Property is also used by paying guests.

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

"Jacks Point" has the meaning given to it in the Constitution.

"Jacks Point Zone" means the residential and commercial development zone called the Jacks Point Zone established by the Queenstown Lakes District Council as a resort zone under Part 12 of the District Plan.

"Landscape Architect" means a person who has completed the academic requirements recognized or accredited by the New Zealand Institute of Landscape Architects or such other similar organisation approved by the Society from time to time.

"Member" has the meaning given to it in the Constitution.

"New Zealand Registered Architect" means a person registered by the New Zealand Registered Architects Board or such other similar organisation approved by the Society from time to time.

"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.

"Outline Development Plan" means the plan of that name in respect of land contained in certificates of title OT156347 and 156346 approved under resource consent RM041269 granted on 24 March 2005 as varied under resource consent RM050538 granted on 15 August 2005 and subject to such further amendment as approved by the Queenstown Lakes District Council from time to time.

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

"Owner's Title" means the certificate of title issued for an Owner's Developed Property.

"Residential Committee" has the meaning given to it in the Constitution.

"Recreational Device" includes any skateboard, roller skate, inline skate, trolley, cart, toboggan or any similar recreational device.

"Residential Design Review Board" means the Design Review Board established pursuant to the design review procedure detailed in the Development Controls.

"Residential Member" means a Member whose Developed Property is designated to be used primarily for residential purposes at Jacks Point by an instrument on the Owner's Title or is reasonably determined by the Society to be, or as being, used for residential purposes at Jacks Point, but excludes any Member whose Developed Property is within the part of Jacks Point identified as Village (V) in the Jacks Point Zone.

"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 "for sale" and "for rent" signs) or any notice, name board or plate.

"Society" means Jacks Point Residents & Owners Association Incorporated.

"Tablelands Access Lot" means the land as approximately shown as Lot 103 on the Development Plan.

"Tablelands Properties" means the Developed Properties which are subdivided from the land approximately shown as Lot 21 on the Development Plan.

"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 vehicle access over all roading within Jacks Point, including roading, which is accessible to the general public connecting to the adjoining State Highway;
- (b) Sewage treatment plants, disposal systems, wastewater and stormwater disposal systems, and related reticulation connecting to all Developed Properties and Communal Facilities within Jacks Point;
- (c) Service Lines connecting all Developed Properties and Communal Facilities within Jacks Point to appropriate supply networks, which, for clarity, may supply both Jacks Point and adjoining lands to the north and to the south;
- (d) Domestic and irrigation water systems (including storage tanks, treatment facilities, reticulation, etc.) connecting all Developed Properties and Communal

Facilities within Jacks Point to water supply systems sourced from Lake Wakatipu and supplying both Jacks Point and, if applicable, adjoining lands to the north and to the south;

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

"Visitor Accommodation" means the use of a Developed Property for short-term, fee paying, living accommodation where the length of stay for any fee paying guest or visitor is less than 32 days at any time.

- 1.2 Subject to clause 1.3, 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 In the event of any conflict between the definitions contained in the Constitution, and the definitions contained in these Bylaws, the definitions contained in these Bylaws shall prevail and be given priority.
- 1.4 A reference to an act or omission by any Member shall include any act or omission by Users of the Member's Developed Property.
- 1.5 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.
- 1.6 In these Bylaws, unless the context otherwise requires:
 - (a) words denoting the singular shall include the plural and vice versa;
 - (b) one gender shall include the other gender;
 - (c) words denoting persons shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state, agency of a state, municipal authority, government or any statutory body in each case whether or not having separate legal identity;
 - (d) any covenant or agreement on the part of two or more persons shall bind those persons jointly and severally;
 - (e) reference to anything of a particular nature following upon a general statement shall not in any way derogate from, or limit the application of the general statement, unless the particular context requires such derogation or limitation;
 - (f) any reference to "month" or "monthly" shall mean, respectively, calendar month or calendar monthly;
 - (g) references to rules are references to rules in the Constitution;
 - (h) the table of contents, the section headings and clause headings have been inserted for convenience and a quick guide to the provisions of these Bylaws and shall not form part of these Bylaws or affect its interpretation in any way;
 - (i) reference to any statute, regulation, ordinance or bylaw shall be deemed to extend to all statutes, regulations, ordinances or bylaws amending, consolidating or replacing the same.

- (j) any term that is not defined in clause 1.1, but is defined in the Constitution, will have the meaning given to it in the Constitution.

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 except as may be reasonably necessary for the Member to use the Communal Facilities.
- 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.
- 3.2 No Member shall swim, wade, paddle, bathe in, or carry out any similar activity in or on, any body of water which forms part of the Communal Facilities 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 Jacks Point 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.
- 3.6 No Member shall allow any Developed Property to be used for any Commercial Activity without the prior approval of the Society; provided that in the case of Visitor Accommodation and Homestay that use is permitted in compliance with Rule 7.3 of the Constitution (Letting of Developed Property).

4. CLOSURE OF COMMUNAL FACILITIES

4.1 From time to time, at any time and for any length of time (including 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 for the purposes of the Golf Course operation, maintenance, repair, grazing, recreational activity or security purposes.

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 over any speed limit or contrary to any Bylaw promulgated by the Society from time to time.

5.3 If a Member is in breach of 5.1, the chairman of the Society may have the vehicle which is in breach clamped or towed. The costs of towing, clamping and unclamping will be met by the owner of the vehicle that is in breach.

BYLAWS REGARDING DEVELOPED PROPERTIES

6. **MEMBERS' RESIDENCES**

6.1

(a) Each Member shall keep that Member's Developed Property (including 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 Jacks Point.

(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 that 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 of any kind whatsoever, 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 Jacks Point.

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 within the Residential neighborhoods with the exception of Residential Neighborhoods N2A and N7 where a single garage can be built with a second carpark that is located and screened to the satisfaction of the Society
 - (b) use visitor parking for anything other than temporary parking of non commercial vehicles
 - (c) park boats, trailers, caravans, additional cars and trailer vehicles other than within a garage on that Member's Developed Property, except with the permission of the Society
 - (d) allow the parking of any commercial vehicles owned or used by the occupier of the Members property unless it is within a garage or if cannot be accommodated within a garage shall be located and screened to the satisfaction of the Society.
- 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 in accordance with:
 - (i) any landscape plan approved by the Residential Design Review Board or the Society from time to time; and
 - (ii) the Design Guidelines.
 - (c) 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.
- 6.8 No Member whose Developed Property is situated on those parts of Jacks Point identified as Residential (R) or Village (V) in the Jacks Point Zone shall:
- (a) allow or install any open, solid fuel fires within any residential building or on any residential Developed Property other than:
 - (i) any internal or external barbecue fire being operated for cooking purposes;
 - (ii) any low-emission solid fuel burner emitting no more than 1.5 gm of particulate per kilogram of fuel burnt and with 65% fitting efficiency when measured and assessed in accordance with NZS:4012:1999 and 4013:1999 or equivalent replacement standard.

- (b) allow or install any liquid petroleum gas cylinder larger than 10 kilograms within any residential building or on any residential Developed Property.

7. DESIGN APPROVAL

- 7.1 All buildings or developments or other structures within Jacks Point (for the purposes of this Bylaw 7, "**Structures**") shall comply with all relevant Design Guidelines and Development Controls.
- 7.2 Members shall submit the design of that Member's proposed Structure to the Residential Design Review Board for its written approval before commencing any work on that Structure or applying for any consent from any Authority necessary to undertake that work. The design shall be prepared by a New Zealand Registered Architect with landscape components prepared by a Landscape Architect or such other qualified architectural graduates, designers and landscape designers approved by the Residential Design Review Board. The consent of the Residential Design Review Board shall not be unreasonably withheld or delayed where the design complies with, in the following order of priority:
 - (a) the District Plan and any relevant resource consent;
 - (b) the Development Controls; and
 - (c) any Bylaws (including any relevant Design Guidelines).
- 7.3 All costs of the design approval process (including any disbursements or professional charges of a member of the Residential Design Review Board) shall be met by the Member seeking the approval.
- 7.4 A refundable bond of \$2,000 (or such other amount as the Residential Design Review Board reasonably determines) shall 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, shall be returned to the Member once the finished project matches the approved drawings to the satisfaction of the Residential Design Review Board. The bond will also secure any sums payable by the Member to the Society and/or to the Residential Design Review Board at the date on which the bond would otherwise be returned (minus any deductions and approval fees).
- 7.5 A refundable bond of no less than \$5,000 (or such other amount as the Residential Design Review Board reasonably determines) ("**Building Bond**") shall be deposited with the Society by the Member prior to commencement of any work on any Structure, to cover any damage to any services provided by the Society or any Communal Facilities. The Building Bond paid by the Member, minus any deductions to cover damage and any costs incurred pursuant to Bylaw 10 shall be returned to the Member once the work is completed to the satisfaction of the Residential Design Review Board. The Building Bond will also secure any sums payable by the Member to the Society and/or to the Residential Design Review Board at the date on which the bond would otherwise be returned (minus any deductions and approval fees).
- 7.6 The Residential Design Review Board may refuse to approve any plans which in its reasonable opinion do not meet the requirements of Bylaw 7.2.
- 7.7 The Residential Design Review Board and the Member shall comply with the approval process contained in the Development Controls and the Bylaws before undertaking any work on the proposed Structure:

- (a) The Member shall provide all documents required by the Residential Design Review Board for the Final Design Review (as referred to in the Development Controls) including:
 - (i) Legal Description of the relevant Developed Property.
 - (ii) Landscape Plan (1:100 scale):
 - (1) Utilities locations;
 - (2) drainage and location/size of soakage pits (dry wells);
 - (3) set backs – easements;
 - (4) sidewalks, stairways, parking, driveways, decks, patios, courtyards, swimming pools, awnings and walls, exterior lights, garage, other out-buildings;
 - (5) safety fencing location, height and appearance;
 - (6) planting location of planters, lawn area, new trees, natural ground cover areas, and associated plant species; and
 - (7) plant list including species, size, height at maturity.
 - (iii) Building Plans (1:50 scale):
 - (1) plan of works;
 - (2) plans, sections, elevations;
 - (3) colours and materials identified; and
 - (4) any rooftop equipment, chimneys.
 - (iv) Specifications:
 - (1) All exterior building materials and colours.
 - (v) Such other documents as the Residential Design Review Board may require in any specific instance.
- (b) The Residential Design Review Board shall notify the Member in writing whether or not it has approved that Member's application within 21 days of the Member providing the Residential Design Review Board with all information required to provide for the completion of the Final Design Review.
- (c) The Member shall collect information it has provided to the Residential Design Review Board only after receiving notice under Bylaw 7.7(b).
- (d) If the Residential Design Review Board does not approve the Member's application, the Member and/or his or her architect may lodge an appeal with the Residential Design Review Board within 30 days of receiving notice under Bylaw 7.7(b).
- (e) If a Member lodges an appeal, a final decision will be made by the Residential Design Review Board acting as an expert based on written submissions from the Member.

- (f) If the Residential Design Review Board approves the Member's application:
- (i) The Member shall acquire all necessary resource consents and building consents from the relevant Authority before undertaking any work on the Structure.
 - (ii) Where the proposed Structure is on a Tablelands Property, the Member shall provide the DRB with stage and completion certificates signed by the Architects who prepared the designs as specified in clause 7.2, or such other person approved by the Residential Design Review Board for:
 - (1) The foundations and building footprints have been built as per the approved plans,
 - (2) The wall framing is constructed in accordance with the approved plans and that the window recesses are constructed as per details approved,
 - (3) That the exterior cladding material approved is that ordered by the building company/builder, prior to in being installed on the framing,
 - (4) That the roofing material, prior to it being installed, is that which is approved
 - (5) That the completed building matches the approved design
 - (6) That the landscaping has been completed according to the approved design
 - (7) Any other stage required by the Residential Design Review Board
 - (iii) The Member's builder shall excavate and form all necessary footings/slabs.
 - (iv) Prior to pouring the necessary footings/slabs, the Member shall submit to the Residential Design Review Board an engineer's or surveyor's certificate confirming that all relevant grades, heights and locations are correct.
 - (v) When work is completed, the Member shall notify the Residential Design Review Board and the Residential Design Review Board shall carry out a final inspection of the Structure, at which time the Member shall provide a copy of the code compliance certificate to the Residential Design Review Board.
- (g) Notwithstanding 7.7(f), the Residential Design Review Board may withhold the issue of a Notice of Completion (as defined in the Development Controls) until the Member has paid to the Residential Design Review Board and/or the Society all amounts outstanding at the date on which the Notice of Completion is to be issued, including any connection fees, Default Charges, or levies payable in respect of a Developed Property.

7.8 Each Member shall ensure that any construction works carried out on that Member's Developed Property shall proceed with all reasonable speed and shall not be left without substantial work being continued thereon for a period exceeding three months or, in respect of the completion of the exterior of any building, a period of nine months,

or in respect of landscaping 12 months, such periods to commence on the date physical works actually commence.

- 7.9 Where any Member is in breach of clause 7.8 ("**Defaulting Member**"), that member's Building Bond will automatically be forfeited to the Society.
- 7.10 The Society will give the Defaulting Member written notice ("**Notice**") providing the following:
- (a) The details of the breach;
 - (b) Is required to rectify the breach ("**Rectification Works**");
 - (c) That their Building Bond is automatically forfeited; and
 - (d) That if the Rectification Works are not completed within 20 working days of the date of the Notice then the Defaulting Member will be charged at rate of \$200 per week (Default Charge) until the Rectification Works have been completed, to the satisfaction of the Residential Design Review Board.
- 7.11 Where the Defaulting Member has not completed the Rectification Works, within 20 working days of the date of the Notice, the Society may charge the Defaulting Member the Default Charge until the Rectification Works have been completed, to the satisfaction of the Residential Design Review Board. The Default Charge will be in addition to the other rights of the Society under the Bylaws and Constitution and does not retract from the Society's right to retain the Building Bond forfeited by Defaulting Members.
- 7.12 The forfeiture of Building Bonds and the application of Default Charges (in accordance with clauses 7.8 to 7.11) will be determined at the discretion of the Residential Committee, acting reasonably.

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 a Developed Property, the Member must immediately give the Society written notice of that intention and how the Member wishes to conduct the sale process including 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. WATER METERS AND PRIMARY WASTEWATER TREATMENT TANKS

- 10.1 Each Member shall install a water meter for that Member's Developed Property of a type and specification and at a location as determined by the Society prior to connecting to the water supply system. The installation of that water meter shall be at that Member's cost. The Society may levy that Member for water usage on a per cubic metre basis or as otherwise determined by the Society.
- 10.2 The cost of supply and installation of any water meter(s) by the Society may be deducted from a Building Bond deposited under Bylaw 7.5.
- 10.3 No Developed Property may be occupied until there has been installed on that Developed Property the primary wastewater treatment tank required by the Society (and purchased from the Society or the Developer) for the primary treatment of wastewater on the Developed Property before disposal into the reticulated wastewater disposal system (or disposal to ground where allowed, as with the Tableland Properties).

11. MONITORING AND MAINTENANCE OF INFRASTRUCTURE

- 11.1 Each Member shall ensure that the primary wastewater treatment tank and its associated infrastructure and any infrastructure related to the supply of potable water located on or under that Member's Developed Property are maintained in good order so that the wastewater disposal and potable water supply infrastructure available to other Members functions appropriately.
- 11.2 No Developed Property may be occupied unless Member has entered into a contract with a supplier approved by the Society for the monitoring and maintenance of the primary wastewater treatment tank located with the Members property. The Member shall authorise the supplier to release to the Society such information as the Society requests from time to time in respect of the maintenance and condition of the tank and associated system components.

OTHER BYLAWS

12. ANIMALS, PETS ETC.

- 12.1 No Member shall allow any bird, pet or other animal ("**Pets**") to cause a nuisance to any other Member.
- 12.2 Without limiting Bylaw 12.1, 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 at all times, where control shall have the same meaning as the QLDC Dog Bylaw or Policy;
- (c) all Pets 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 Jacks Point; and
- (f) no grazing Pets are kept within Jacks Point without first obtaining the consent of the Society, at the Society's sole discretion.

12.3 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.

12.4 No Member shall allow any Developed Property or any Communal Facilities to become infested by pests including vermin or insects.

12.5 The Society may take any action it deems reasonably necessary or appropriate in respect of any Pets found on any part of the Communal Facilities in contravention of Bylaws 12.1 – 12.4.

13. **RESTRICTION OF ACCESS TO TABLELANDS**

13.1 No Member shall access or use the Tablelands Access Lot except:

- (a) Members who own Tablelands Properties and the Users of those Member's Developed Properties;
- (b) as authorised by the Society for the purposes of maintenance or repair of the Tablelands Access Lot and other access lots, adjoining wetlands and/or any Utilities on or under the Tableland Lots;
- (c) as authorised by the operator and/or owner of the Golf Course for the purpose of maintenance or repair of the Golf Course;
- (d) the owner of the land approximately shown as Lot 24 on the Development Plan and that owner's invitees or occupiers for the purpose of access to that land;
- (e) to the extent it comprises a walkway, cycle path or bridle path maintained by the Society and for that use.

14. **14. CONDUCT AND NOISE**

14.1 Each Member shall at all times comply with the requirements of all statutes, regulations and requirements of Authorities (including all planning instruments and consents) within Jacks Point.

- 14.2 No Member shall use any Developed Property or Communal Facility for any purpose which is illegal or may be injurious to the reputation of Jacks Point.
- 14.3 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.
- 14.4 No Member shall make or permit any improper or unreasonable noise within Jacks Point, 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 the District Plan) or any other requirements of any Authority.
- 14.5 No Member shall obstruct or interfere with or disturb or trespass upon the rights of any other Member to the quiet and uninterrupted occupation and enjoyment of that other Member's Developed Property.
- 14.6 Where intoxicating liquor is consumed within Jacks Point, each Member shall ensure that all laws governing the consumption of intoxicating liquor are complied with.
- 14.7 The Society reserves the right to exclude or evict from Jacks Point any person who in the opinion of the Society is under the influence of intoxicating liquor or illegal substances, or who in any manner acts in violation of the Constitution or these Bylaws.

15. **RUBBISH**

15.1 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.

16. **SIGNAGE**

16.1 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 Residential Design Review Board; and
- (c) that Signage complies with any requirements of the Queenstown Lakes District Council.

17. SKATEBOARDS & OTHER RECREATIONAL DEVICES

17.1 No Member shall use any Recreational Device (whether motorised or non-motorised) on any part of Jacks Point outside that Member's Developed Property except where that Member:

- (a) is a disabled person using vehicles, implements and machinery (whether motorised or non- motorised) commonly used by disabled persons for personal transportation access in public pedestrian areas; and
- (b) is using vehicles, implements and machinery (whether motorised or non-motorised) commonly used in the course of playing golf and is on the Golf Course (but subject at all times to the approval of the golf course operator and to compliance with the golf course operator's rules and requirements) or moving to or from the Golf Course for the purposes of playing golf.