

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

BACKGROUND:

Under the rules of the Constitution:

- (a) 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.
- (b) Members are required to comply with any Bylaws made by the Society from time to time.

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.

"Bond Purpose" means the purpose of the Building Bond, which is to bond the following:

- (a) any damage to any services provided by the Society or any Communal Facilities;
- (b) the completion of the works in accordance with these Bylaws;
- (c) payment of any sums payable by the Member to the Society and/or to the Southern Village Design Review Board; and
- (d) completion of the works in accordance with design approved by the Southern Village Design Review Board.

"Building" means any structure on a Developed Property other than:

- (a) a fence or wall less than one metre in height above Ground Level; or
- (b) any other structure less than five square metres in area and less than one metre in height above Ground Level.

"Building Bond" has the meaning given to it in Bylaw 7.7.

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

"CF Works" has the meaning given in Bylaw 7.17.

"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.

"Default Charge" has the meaning given in Bylaw 7.15.

"Defaulting Member" has the meaning given in Bylaw 7.14.

"Design Bond" has the meaning given to it in Bylaw 7.6.

"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" to the extent they may apply to the Southern Village Precinct, mean 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.

"District Plan" means any operative or proposed plan under the Resource Management Act 1991 including any regional policy statement, regional plan, district plan or unitary 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.

"Impervious Percentage" means the percentage of the area of each Member's Developed Property that is considered to be impervious as reasonably determined by the Society, Queenstown Lakes District Council or any Authority.

"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 records of title 156347 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.

"Practical Completion" means when the relevant works have been completed except for minor works or omissions which do not prevent the relevant works from being used for their intended purposes.

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

"Rectification Time Frame" has the meaning given in Bylaw 7.14.

"Rectification Works" has the meaning given in Bylaw 7.14.

"Residential Activity" has the meaning given in the District Plan.

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

"Southern Village Committee" has the meaning given in the Constitution.

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

"Southern Village Member" means a Member who owns a Developed Property in the Southern Village Precinct.

"Southern Village Precinct" has the meaning given to it in the Constitution.

"Tablelands Properties" means the Developed Properties known as the tablelands and/or preserve lots as reasonably determined by the Society from time to time.

"Tablelands Roads" means the Preserve Road, Lodge Road and any other roads that only provide road access to Tablelands Properties.

"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; and
- (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.

- 1.2 Subject to Bylaw 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 Bylaw 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 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.
- 3.3 No Member shall pollute or contaminate the Communal Facilities.
- 3.4 No Member shall discharge onto or into the Communal Facilities any poisonous, noxious, dangerous or offensive substance or thing.
- 3.5 Rules for any body corporate pursuant to the Unit Titles Act 2010 that will have Developed Properties as members must not conflict with any provision in these Bylaws. Accordingly:
- (a) any Member forming and/or controlling a body corporate must ensure the body corporate rules are consistent with these Bylaws; and
 - (b) every Member who is a member of a body corporate must take all reasonable steps to comply with this Bylaw, including voting in favour of any changes to ensure the body corporate rules are not in conflict with these Bylaws.

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 Members must only park vehicles in Southern Village Precinct in accordance with Bylaw 5.2 and in accordance with any restrictions imposed by the Society in terms of maximum parking times, types and sizes of vehicles.
- 5.2 No Member shall:
- (a) park any vehicle in Southern Village Precinct except:
 - (i) on that Member's Developed Property in a garage or other parking area designated by the Society (which may be by way of Southern Village Design Review Board approval); or
 - (ii) in a parking area approved by the Society for short term parking; or
 - (iii) in an area or building designated for parking by any Authority.

- (b) park any boats, trailers, caravans, and trailer vehicles in the Southern Village Precinct except with the written approval of the Society.
- 5.3 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.
- 5.4 If a Member is in breach of Bylaws 5.1 or 5.2, 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. DEVELOPED PROPERTIES

6.1

- (a) Each Member shall:
 - (i) keep that Member's Developed Property (including all improvements and fences) in good repair and condition; and
 - (ii) 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,

as determined by the Society, acting reasonably.
- (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 6.1(b) 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 Southern Village Member shall erect any gates which have the effect of segregating any roads within Southern Village Precinct from the rest of the Southern Village Precinct or Jacks Point.
- 6.7 Each Southern Village Member shall:
- (a) where any part of a Developed Property is or will be used for Residential Activities, provide screened areas on that Member's Developed Property for clothes drying;
 - (b) for any Developed Property not captured by Bylaw 6.7(a), hang any washing, store any rubbish or recycling bin or any other items that, in the reasonable opinion of the Society is unsightly or not consistent with the Jack's Point standards where it is visible from outside the Member's Developed Property;
 - (c) where the Member's Developed Property is used for Residential Activity, provide the Society with the make, model and registration number of all vehicles owned or used by occupiers of the Member's Developed Property;
 - (d) undertake and maintain all planting on that Member's Developed Property in accordance with:
 - (i) any landscape plan approved by the Southern Village Design Review Board or the Society from time to time, including the heights of plants approved in the landscape plan; and
 - (ii) the Design Guidelines,
 - (e) arrange for regular watering, fertilising and cutting of grass areas and watering, fertilising and pruning of trees and shrubs, replacements of dead, diseased or failing plants, trees and shrubs removal of all weeds, rubbish and the maintenance of all driveways, footpaths and landscaping features on that Member's Developed Property, as reasonably determined by the Society.
- 6.8 No Member shall allow or install any open solid fuel fires on that Member's Developed Property except where that property is a commercial café, restaurant, bar or similar and the fire has been approved by the Southern Village Design Review Board
- 6.9 No Member shall allow or install any liquid petroleum gas cylinder larger than 10 kilograms within any residential building or on any residential Developed Property.
- 6.10 No Member shall install any:
- (a) upward lighting or any outdoor feature that is continuously illuminated on that Member's Developed Property; or
 - (b) any lighting that is not recessive in nature.

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 Southern Village 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 Southern Village Design Review Board. The consent of the Southern Village 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 The Southern Village Design Review Board may refuse to approve any plans which in its reasonable opinion do not meet the requirements of Bylaw 7.2.
- 7.4 Before any design will be approved by the Southern Village Design Review Board, the Member must pay the Building Bond to the Society.
- 7.5 All costs of the design approval process (including any disbursements or professional charges of a member of the Southern Village Design Review Board) shall be met by the Member seeking the approval.
- 7.6 A refundable bond of \$2,000 per Developed Property (or such other amount as the Southern Village Design Review Board reasonably determines, taking into account the relative scale and complexity of the proposed design) ("**Design Bond**") shall be deposited with the Society by the Member at the time of lodging any design for approval. The Design Bond paid by the Member, minus any deductions and approval fees, shall be returned to the Member once the finished project matches the approved design to the satisfaction of the Southern Village Design Review Board. The Design Bond will also secure any sums payable by the Member to the Society and/or to the Southern Village Design Review Board at the date on which the bond would otherwise be returned (minus any deductions and approval fees).
- 7.7 The Southern Village Committee, acting reasonably, will determine the amount of a refundable bond for the Bond Purpose ("**Building Bond**") the amount per Developed Property will be one of the following:
- (a) Where the Developed Property is to be used only for Residential Activity:
 - (i) \$5,000 where the Owner is proposing that the Developed Property will only have one lot or unit; or
 - (ii) \$5,000 multiplied by the number of lots or units the Member is proposing to create from the Developed Property; or
 - (iii) any such lesser amount that the Southern Village Committee determines, but no less than \$5,000; or

- (b) where the Developed Property is not to be used solely for Residential Activity, such amount as the Southern Village Committee reasonably determines, taking into account the relative scale and complexity of the proposed development on the Developed Property.

- 7.8 The Member must deposit the Building Bond with the Society prior to approval of the design and commencement of any physical works on any Developed Property. It will either be a cash bond or a bank bond from a New Zealand registered bank, as reasonably determined by the Southern Village Committee. If a bank bond is to be given, the terms of the bond will be as reasonably determined by the Southern Village Committee.

- 7.9 Where a Developed Property is subdivided or sold prior to all building or landscaping work being completed, if the Member selling the Developed Property requests, the Southern Village Committee may, at its absolute discretion:
 - (a) allow some or part of the Building Bond to be transferred to the purchasing Member; or
 - (b) require the purchasing Member to pay a replacement Building Bond.

- 7.10 The Southern Village 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, including the receipt of any Building Bond:
 - (a) The Member shall provide all documents required by the Southern Village 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) Impervious Percentage;
 - (4) set backs – easements;
 - (5) sidewalks, stairways, parking, driveways, decks, patios, courtyards, swimming pools, awnings and walls, exterior lights, garage, other out-buildings;
 - (6) safety fencing location, height and appearance;
 - (7) planting location of planters, lawn area, new trees, natural ground cover areas, and associated plant species; and
 - (8) plant list including species, size, and 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 Southern Village Design Review Board may require in any specific instance.
- (b) The Southern Village 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 Southern Village 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 Southern Village Design Review Board only after receiving notice under Bylaw 7.10(b).
- (d) If the Southern Village Design Review Board does not approve the Member's application, the Member and/or his or her architect may lodge an appeal with the Southern Village Design Review Board within 30 days of receiving notice under Bylaw 7.10(b).
- (e) If a Member lodges an appeal, a final decision will be made by the Southern Village Design Review Board acting as an expert based on written submissions from the Member.
- (f) If the Southern Village 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) The Member's builder shall excavate and form all necessary footings/slabs.
 - (iii) Prior to pouring the necessary footings/slabs, the Member shall submit to the Southern Village Design Review Board an engineer's or surveyor's certificate confirming that all relevant grades, heights and locations are correct.
 - (iv) When work is completed, the Member shall notify the Southern Village Design Review Board and the Southern Village 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 Southern Village Design Review Board.
- (g) Notwithstanding Bylaw 7.10(f), the Southern Village 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 Southern Village 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.

7.11 Subject to Bylaw 7.12, each Member will:

- (a) complete the Practical Completion of all Buildings and all improvements (including, without limitation, any fencing) on each Developed Property in a continuous manner and within nine months of breaking ground; and
- (b) complete landscaping on each Developed Property Lot within three months from the completion of the Practical Completion described in Bylaw 7.11(a); and

any or all of these periods may be extended with the written approval of the Society (such approval at its sole discretion). The Society may (at its sole discretion) approve an extended period:

- (c) at the time the Southern Village Design Review Board approves the design for the Developed Property under Bylaw 7; or
- (d) at any other time provided that the Society determines that the Member is making reasonable progress to complete the works.

7.12 Where a covenant in gross is registered over the Developed Property in favour of:

- (a) Coneburn Approval Authority Limited or its successor; or
- (b) any other entity nominated in writing by the Society; and

that covenant provides for timeframes for completing Practical Completion, those timeframes will prevail over the timeframes in Bylaw 7.11.

7.13 No Member will make changes to the Structures or landscaping of that Member's Developed Property that substantially differ from the design approved by the Southern Village Design Review Board without the prior approval of the Southern Village Design Review Board.

7.14 Where any Member is in breach of Bylaws 7.11, 7.12 or 7.13 ("**Defaulting Member**"), the Society will give the Defaulting Member written notice providing the following:

- (a) the details of the breach;
- (b) what is required to rectify the breach ("**Rectification Works**"); and
- (c) the time frame in which the breach must be rectified ("**Rectification Time Frame**").

7.15 If the Rectification Works are not completed within the Rectification Time Frame the Southern Village Committee may acting reasonably determine that:

- (a) the Defaulting Member will be charged at a rate of \$200 per week ("**Default Charge**") until the Rectification Works have been completed to the satisfaction of the Southern Village Design Review Board; and/or
- (b) the Defaulting Member's Building Bond is forfeited.

If the Building Bond is forfeited or Default Charges will be charged, the Southern Village Committee will give notice in writing of such forfeiture or charge to the Defaulting Member.

- 7.16 The Society may at any time procure the completion of the Rectification Works at the Defaulting Member's cost. The cost may be deducted in full or in part from the Defaulting Member's Building Bond.
- 7.17 If there is any damage to services or Communal Facilities, the Society will give the Member responsible a written notice specifying the rectification works ("**CF Works**") to be completed by the Member and the date those CF Works must be completed by. If the Member does not complete the CF Works by that date, the Society may procure the completion of the CF Works at the Member's cost. The cost may be deducted in full or in part from the Member's Building Bond.
- 7.18 The remedies available to the Society in Bylaws 7.14 to 7.17 are in addition to the other rights of the Society under the Bylaws and Constitution.

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**

- 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 7.7.
- 10.3 Each Member shall ensure that 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 potable water supply infrastructure available to other Members functions appropriately.

OTHER BYLAWS

11. TRADE WASTE

- 11.1 Where any Developed Property creates trade waste that includes, or is likely to include fats, grease or oils in excess of 100 grams per 1000 litres each day:
 - (a) grease traps must be installed on the Developed Property; and
 - (b) owners of that Developed Property must use and maintain the grease traps as and when determined by the Society or other Authority.

12. ANIMALS, PETS ETC.

- 12.1 No Member shall allow any bird, pet or other any 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 meaning given in the then current Queenstown Lakes District Council 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 to 12.4.

13. RESTRICTION OF ACCESS TO TABLELANDS

13.1 No Member shall access or use the Tablelands Roads 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 Roads, adjoining wetlands, Utilities or Communal Facilities on or under the Tableland Properties;
- (c) as authorised by the operator and/or owner of the Golf Course for the purpose of maintenance or repair of the Golf Course; or
- (d) to the extent it comprises a walkway, cycle path or bridle path maintained by the Society and for that use.

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, as reasonably determined by the Society, 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 of rubbish collection; or
- (c) place any private rubbish bins or receptacles on any part of that Member's Developed Property which are 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 Southern Village Design Review Board; and
- (c) that Signage complies with any requirements of the Queenstown Lakes District Council or any other Authority.

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.