



Rules of the Long Bay Residents' Association Incorporated

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RULES OF THE LONG BAY RESIDENTS' ASSOCIATION INCORPORATED

1 NAME

- 1.1 The name of the Association is the Long Bay Residents' Association Incorporated.

2 DEFINITIONS AND INTERPRETATIONS

Definitions

- 2.1 In these Rules, unless the context otherwise requires:

Act means the Incorporated Societies Act 1908.

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

Association means the Long Bay Residents' Association Incorporated.

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

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

Common Facilities has the meaning given to it in rule 12.2(b)(ii).

Developer means Long Bay Communities Limited, its successors and assigns, or its nominee.

Development Plan means the plan showing the Long Bay Development attached to these Rules as Schedule 2, as may be updated from time to time in accordance with rule 4.9.

Director means a Member appointed to the Board in accordance with these Rules.

Entity has the meaning given to it in rule 4.8.

Expense Year means:

- (a) the period from the date of incorporation of the Association to the following 31 March; and
- (b) each 12 month period commencing on 1 April and ending on the following 31 March,

or such other period selected by the Board.

Initial Members means the persons set out in Schedule 1.

Long Bay Development means such land at Long Bay, North Shore, Auckland, New Zealand forming part of the predominately residential development carried out by the Developer as is shown on the Development Plan from time to time.

Lot means any lot in the Long Bay Development for which a separate certificate of title has issued and on which a residential dwelling has been constructed.

Member means a member of the Association.

Objects means the objects of the Association as set out in rule 3.1.

Operating Expenses means the total sum of all costs and expenses incurred by the Association on behalf of the Members collectively and properly assessed or assessable paid or payable in respect of the operation of the Association on behalf of the Members.

Owner means the person or persons registered as the proprietor of a Lot.

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

Registrar means the person holding the office from time to time of Registrar of Incorporated Societies in terms of the Act.

Relevant Authority means any corporation, including any government, local, statutory or non-statutory authority or body having jurisdiction over the Long Bay Development or any part of it.

Resident means an Owner or occupier (including a tenant) of a Lot, who is at least 16 years of age.

Rules means these rules, as originally framed or as from time to time altered by resolution of the Association.

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

Special Contribution means a levy imposed in accordance with rule 5.3.

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

Interpretation

- 2.2 Unless the context otherwise requires, in these Rules:

- (a) words denoting the singular number only shall include the plural and vice versa and words denoting any gender shall include all genders;
- (b) words denoting individuals shall include corporations and vice versa; and
- (c) references to a *party, person or entity* includes a natural person, individual, firm, company, corporation, association, or other entity, whether incorporated or not and whether or not having a separate legal personality, and includes their respective successors, assigns, executors and administrators.

3 OBJECTS

General

- 3.1 The Objects of the Association are:

- (a) to promote and represent the interests of the Residents in the Long Bay Development, including the promotion of facilities, services and environments that benefit and enhance the lifestyle,

amenity, environment and community for Residents in the Long Bay Development;

- (b) to provide a vehicle for communication between the Members and Auckland Council, Relevant Authorities, and other bodies having influence or association over or within the Long Bay Development or any part of it;
- (c) to bring Members together for social gatherings and provide company and entertainment for Members; and
- (d) to do all things as may appear necessary to achieve the Objects of the Association.

Pecuniary gain not an Object

3.2 The Association does not have, as an Object, the pecuniary gain of Members and no Member shall be entitled to receive any dividend out of any subscriptions, fees, donations or other income or funds of the Association in accordance with these Rules (provided that any Member may enter into any agreement or arrangement with the Association for the sale or supply of any services for such consideration as may be reasonable and as that person would be entitled to receive if not a Member).

4 MEMBERSHIP

Initial Members

4.1 The Initial Members shall elect the first Board and exercise all rights of Members and the Board (prior to its formation) as set out in these Rules.

Developer

4.2 The Developer may remain a Member for a period of 15 years from the date of incorporation of the Association on the register of Incorporated Societies, notwithstanding that the Developer may no longer be the registered proprietor of a Lot or other land in the Long Bay Development.

No Obligations for Initial Members

4.3 Notwithstanding anything in these Rules, the Initial Members shall have no rights, duties or obligations as Members whether for the payment of any Annual Levy or otherwise.

Resignation of Initial Members

4.4 Each Initial Member (other than the Developer) shall, in the order they are listed in Schedule 1, be deemed to have resigned, without any act required on the Initial Member's part, at such time as Residents become Members and replace those Initial Members.

Voluntary Membership

4.5 Membership of the Association is voluntary. Each Resident shall be eligible to become a Member and (subject to rules 4.8 and 4.10 and with the exception of certain Initial Members, who are not Residents and who are on the Association only until such time as they are replaced by Residents) only Residents may be Members, and for that purpose:

- (a) Each Resident who wishes to become a Member must complete the form

attached to these Rules as Schedule 3 (or such other application form as may be adopted by the Board from time to time). The applicant will become a Member on confirmation from the Association.

- (b) The rights and privileges of membership of the Association cease upon a Member ceasing to be a Resident, however the obligations of a Member shall continue until that Member resigns in accordance with rule 4.5(c).

- (c) A Member may resign by notice on the form attached to these Rules as Schedule 4 (or such other resignation form as may be adopted by the Board from time to time) and must do so upon ceasing to be a Resident. The resignation shall be effective upon receipt of the notice of resignation by the Association. Such resignation shall not relieve a person of any obligation or liability arising before that person ceased to be a Member.

Register of Members

4.6 The Association shall maintain a register of Members recording:

- (a) Name, address (physical and postal), Lot details, telephone number and email address.
- (b) The date upon which each Member became a Member.

Not assignable

4.7 The rights, privileges and obligations of a Member are not assignable.

Nomination

4.8 Where a company or entity other than a natural person (*Entity*) is a Member, that Entity shall nominate a person being an officer of that Entity to represent the Entity in matters requiring the involvement of the Entity as a member of the Association. Such nomination shall be made in writing. Nothing in this rule shall relieve such Entity of its obligations to comply with the Rules.

Development Plan

4.9 The Developer may, for so long as it remains a Member, extend the boundaries of the land that constitutes the Long Bay Development by delivering to the Board an updated Development Plan, provided that any additional land included as part of the Long Bay Development must be land which the Developer has developed or is developing into residential allotments and is adjacent to or contiguous with the existing Long Bay Development.

Tenants

4.10 The Board may, at its discretion, before accepting an application from a person who is not an Owner, require the applicant to provide evidence of the tenancy agreement or other occupation right which satisfies the Board that the applicant is a Resident. The Board may also request such evidence from a Member from

time to time to confirm that person's ongoing status as a Resident.

5 LEVIES AND FINANCIAL YEAR

Levies

5.1 Prior to or as soon as practicable after the commencement of each Expense Year, the Association shall by written notice advise each Member of each Member's Levy for that Expense Year, which may include such contingency sum as the Association shall, in its sole discretion, fix. Payment of the Member's Levy shall be made by the Member at the time and in the manner set by the Association.

Statement of Operating Expenses

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

Special Contribution

5.3 The Board may, with the support of 75% of the current Members present and entitled to vote at an Annual General Meeting or a general meeting convened for that purpose, from time to time fix an additional levy to be paid by each Member, to be used for or set aside as a sinking fund to allow for and to meet the costs of special projects (including the cost of any Common Facilities acquired in accordance with rule 12.2(b)(ii)).

6 RULES

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

7 CANCELLATION OF MEMBERSHIP

7.1 Any Member:

- (a) who fails to make due and punctual payments of any levy or any other sums due to the Association; or
- (b) the Board considers, in its reasonable opinion, has demonstrated behaviour that has brought or may bring the Association into disrepute, including without limitation, intimidation or abuse of Members or Residents that would in any manner tend to interfere with or influence their rights of free speech or free voting on any matters being discussed or to be discussed at any meeting of the Association,

will give rise to an entitlement on the part of the Association through the Board to exercise the power to terminate the membership of the breaching Member.

8 OBLIGATIONS OF THE ASSOCIATION

Insurance

8.1 The Association may effect and maintain all insurances as it considers prudent with respect to the Association's affairs, and shall meet all costs of such insurance.

Income

8.2 Any income, benefit or advantage shall be applied to the attainment of the Objects of the Association.

9 ADMINISTRATION AND SECRETARY

Administration

9.1 The administration of the Association shall be vested in the Association in general meeting, and shall be delegated to the Board and the Secretary, as provided in these Rules.

Documents

9.2 All documents and written announcements requiring execution on behalf of the Association must be signed by the Chairperson, Secretary or under the common seal of the Association, in each case in accordance with a resolution of the Board. The Board shall obtain, and provide for the safe custody of, a common seal for the Association. Any document to which the common seal is affixed shall be signed by two Directors.

Appointment of Secretary

9.3 The Secretary shall be the person (who need not be a natural person) appointed by the Board from time to time upon such terms as the Board considers appropriate in its absolute discretion.

Duties of Secretary

9.4 The duties of the Secretary shall include:

- (a) convening Annual General Meetings and other general meetings of the Association when required to do so in accordance with these Rules and likewise convening meetings of the Board;
- (b) giving all such notices as the Association in general meeting or the Board may instruct or which the Association may be required to give to Members in the manner provided in these Rules;
- (c) keeping minutes of all meetings of the Association and of the Board and entering the same in the minute book kept for that purpose;
- (d) performing or supervising the performance of the clerical work for, and the maintenance of proper records of, the Association;
- (e) maintaining a membership register for the Association;
- (f) giving all such notices, certificates or information to the Registrar as may be required by the Act or by the Registrar pursuant to the Act;
- (g) issuing and receiving correspondence on behalf of the Association;
- (h) receiving all fees, subscriptions, levies and other moneys paid to the Association and issuing receipts;
- (i) opening and operating a current bank account in the name of the Association;

- (j) making such deposits and investments in the name of the Association as the Board may determine from time to time;
- (k) paying all accounts and making all advances passed for payment by the Board;
- (l) keeping all financial records of the Association and ensuring their safe-keeping together with any security documents; and
- (m) reporting to the Board any Member who shall fail to pay fees, subscriptions or other moneys properly payable by that Member within the prescribed period.

10 BOARD OF DIRECTORS

Number of directors

- 10.1 The Board shall consist of a maximum of nine and a minimum of three Directors and the initial Board shall include the Developer's nominees (who need not be Members).
- 10.2 For a period of 15 years from the date of incorporation of the Association on the register of Incorporated Societies, the Developer may elect one person as a Director to act as its representative. The Developer's representative on the Board need not be a Member and is not subject to rules 11.1 -11.3.

No Remuneration

- 10.3 Directors shall not be entitled to any remuneration for their services.

11 APPOINTMENT/ RETIREMENT OF DIRECTORS

Duration of Directorship

- 11.1 A Director shall hold elected position until the earlier of:
 - (a) the Annual General Meeting being the third year following election (when the Board member shall be eligible for re-election);
 - (b) the date written resignation from a position is received by the Association;
 - (c) the date of removal from such position by the Board in general meeting; or
 - (d) the date of termination of that Director's membership of the Association.

Appointment of new Directors

- 11.2 Directors will be elected or re-elected at general meetings of the Association on a majority vote by the Members at a general meeting in the manner prescribed by these Rules and as otherwise regulated by the Chairperson. The Chairperson shall call for nominations from the Members no later than 30 working days before the date of the general meeting at which the election is to be held and the notice of such meeting pursuant to rule 14.5 must contain the names of those Members who have accepted the nomination and will be eligible for election.

Casual vacancies on Board

- 11.3 In the event of any casual vacancy on the Board (whether caused by the death, resignation, or ineligibility of a Director or by some other circumstance) the Chairperson shall where the casual vacancy causes the number of Directors on the Board to be less than three, but otherwise may, call for written nominations and, if necessary, conduct a written ballot to fill such casual vacancy at the earliest reasonable opportunity. The appointment of any Director as Chairperson shall not create a casual vacancy on the Board.

12 POWERS OF THE BOARD

Management

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

Powers

- 12.2 To achieve the Objects of the Association the Board may (without limitation to the generality of rule 12.1):
 - (a) make all necessary arrangements for the undertaking of matters for the benefit of the Members as provided by an annual budget approved by the Members in general meeting including contracting with, employing or otherwise procuring the services of any person, persons, firm, company or other organisation for the purpose of achieving the Objects of the Association;
 - (b) with the support of 75% of the current Members present and entitled to vote at an Annual General Meeting or a general meeting convened for that purpose:
 - (i) purchase, take on, lease, license, hire or otherwise acquire and hold real or personal property, rights and privileges which may be necessary or convenient for the attainment of the Objects of the Association;
 - (ii) manage or maintain any facilities or infrastructure within the Long Bay Development intended for common use by all Members which may be installed, erected or constructed by the Developer or the Association in the future (*Common Facilities*); and
 - (iii) put in place by-laws to govern the use of any Common Facilities by the Members; and

- (c) deal with all matters arising between general meetings of the Association.

Validity

- 12.3 All decisions of the Board shall remain valid unless set aside by resolution of not less than 75% of the current Members present and entitled to vote at an Annual General Meeting or a general meeting convened for that purpose.

13 PROCEEDINGS OF THE BOARD

Conduct of Meetings

- 13.1 The Board may meet together, adjourn and otherwise regulate its meeting and procedures for conducting its business as it thinks fit. The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed shall be three Directors. No business of the Board shall be conducted at any time when less than a quorum is present at the same time and place. The Board may meet at any time and the Secretary shall, upon the request of the Chairperson or any three Directors, convene a meeting of the Board.

Chairperson

- 13.2 The Board from time to time shall appoint, remove and replace a Chairperson for such term as it sees fit from one of their number to chair these Board meetings and otherwise exercise the powers of the Chairperson set out in these Rules, provided that the initial Chairperson shall be nominated by the Developer.

Chairperson's vote

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

Voting

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

Validity of Board's actions

- 13.5 All acts properly done by any meeting of the Board or by any person acting as a Director, notwithstanding that it may afterwards be discovered that there was some defect in the appointment or continuance in office of any such Director, or that they were disqualified, shall be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director.

Board minutes and records

- 13.6 The Board shall cause proper minutes to be kept of the proceedings of all meetings of the Association and of the Board. All business transacted at each such meeting and the minutes of such meeting signed by the Chairperson shall be accepted as a correct and accurate record of the business transacted at such meetings without any further proof of the facts contained in such minutes.

14 GENERAL MEETINGS

Annual General Meeting

- 14.1 The Association shall in each year hold an Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling such meeting.

Other general meetings

- 14.2 A general meeting other than an Annual General Meeting shall be convened by the Secretary whenever required by the Chairperson or the Board or by written requisition signed by not less than 10 Members, or where the number of Members is fewer than 20, not less than 50% of Members.

Powers of the Association in general meeting

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

Quorum

- 14.4 No business shall be transacted at any general meeting of the Association unless a quorum is present when the meeting proceeds to business. A quorum shall be not less than 10 Members, or where the number of Members is fewer than 20, not less than 50% of Members, in each case such Members being eligible to vote at general meetings, present in person or by proxy.

Notice of general meeting

- 14.5 A notice of general meeting of the Association shall be sent to every Member not less than 10 working days before the date of such meeting. Such notice shall specify the date, time and venue of such meeting. Such notice shall specify all business and all notices of motion to be considered at such meeting and no business or notice of motion which is not specified shall be discussed or transacted at such meeting. Notwithstanding any contrary provision, the requirements of this rule relating to notice and limiting the business to be transacted at any meeting may be modified in any particular case with the consent in writing of all Members entitled to attend a meeting of the Association (provided that the modification of such requirements for any given meeting shall not be so construed or deemed to affect such requirements in any respect of any other meeting of the Association).

Failure to give notice

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

Chairperson of general meetings

- 14.7 The Chairperson shall be entitled to chair any general meeting of the Association at which he or she is present. If the Chairperson is not present or being present is unwilling to take the

chair then those Directors who are present may choose one of their number to chair such meeting or if for any reason no chairperson is selected by such Directors then those Members entitled to vote at that meeting may elect any person entitled to be present as chairperson of that meeting.

Voting at meetings

- 14.8 At any general meeting:
- (a) a poll may be directed by the Chairperson or demanded by any Member present at the meeting and entitled to vote;
 - (b) a poll may be demanded either before the declaration of the result of a vote by a show of hands or immediately thereafter before the meeting moves to the next business or it adjourns;
 - (c) the Chairperson shall determine whether resolutions are to be put to the vote of the meeting by a show of hands, a poll, or by some other means; and
 - (d) in the case of a resolution put to the vote of the meeting by a show of hands, a declaration by the Chairperson that such resolution has been carried or lost, unanimously or by a particular majority, and an entry to the effect in the Association's minute book, shall be conclusive evidence of the fact without further proof of the number of proportion of votes recorded in favour of or against such resolution.

Adjournments

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

15 VOTES OF MEMBERS

One vote per Member

- 15.1 Each Member present at a general meeting of the Association shall be entitled to one vote, which may be exercised either in person or by proxy. A Member may vote by fax, telephone or email, by addressing such correspondence to the Secretary prior to the general meeting. The Secretary shall advise the Chairperson of the vote.

No vote if levies unpaid

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

Form of proxy

- 15.3 The instrument appointing a proxy shall be in such form as the Board may determine from time to time. A proxy must be:
- (a) the Chairperson; or
 - (b) a Member of the Association, or an employee, officer, agent or shareholder of a Member, where that proxy is entitled to vote in its, his or her own right at the relevant general meeting.

Delivery of instrument appointing proxy

- 15.4 The instrument appointing a proxy shall be delivered to the Registered Office before the time fixed for holding the meeting or adjourned meeting at which the person named in such instrument is authorised to vote, failing which the instrument appointing a proxy shall not be treated as valid.

Majority vote

- 15.5 Unless otherwise specified within these Rules, any matter put to a vote of Members shall be passed with a majority of 50% or more of votes cast by those present or by proxy and entitled to vote.

16 NOTICES

Forms

- 16.1 All notices and other communications required under these Rules shall be in writing and shall be delivered by hand or by properly addressed prepaid fastpost or airmail postage or sent by email and, in the case of notices to or communications with:
- (a) any Member, shall be addressed to that Member at its address as set out in the application for incorporation of the Association (for Initial Members) or in that Member's application for membership, or at such other address as the Member may from time to time notify the Secretary in writing;
 - (b) the Association, the Chairperson, the Secretary or the Board, shall be addressed to the intended recipient, care of the Registered Office.

Time of delivery

- 16.2 Any notice or communication given in terms of rule 16.1 shall be deemed to have been delivered:
- (a) in the case of delivery by prepaid fastpost or airmail postage, if:
 - (i) posted within New Zealand to a destination within New Zealand, 2 working days after posting;
 - (ii) posted within New Zealand to a destination outside New Zealand, 5 working days after posting;
 - (iii) posted outside New Zealand to a destination within New Zealand, 5 working days after posting; and

- (b) in the case of transmission by email, upon transmission unless the sender receives a delivery failure notice.

Failure to give notice

- 16.3 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 to the last address provided by the Member to the Association.

17 ACCOUNTS

Accounts to be kept

- 17.1 The Board shall cause proper accounts to be kept with respect to:
 - (a) all sums of money received and expended by the Association and the matters in respect of which the receipts and expenditure take place;
 - (b) any sales and purchase of goods by the Association; and
 - (c) the assets and liabilities of the Association.

Secretary to keep accounts

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

Accounts at Board and general meetings

- 17.3 The Secretary (or such other person as may from time to time be designated by the Board) shall from time to time cause to be prepared and to be laid before the Board and/or the Association in general meeting such income and expenditure accounts, balance sheets and reports as are from time to time required by the Board, and shall in any event cause to be prepared and laid before the Association in general meeting an annual income and expenditure account, balance sheet and report.

Copies to Members

- 17.4 A copy of all balance sheets, accounts and reports which are to be laid before the Association in general meeting, shall be sent to every Member not less than 10 working days before the date of the relevant general meeting.

18 REGISTERED OFFICE

- 18.1 The Registered Office shall be at such place as the Board shall from time to time determine

and until the Board otherwise determines, shall be situated at Level 28, PwC Tower, 188 Quay Street, Auckland 1010, Attention: General Counsel.

19 CHEQUES, BILLS, ETC

- 19.1 All cheques, bills of exchange and promissory notes shall be signed, drawn, made, accepted or endorsed (as the case may be) for and on behalf of the Association by the Chairperson, the Secretary or by some other officer authorised by the Board, or in such other manner as the Board determines from time to time.

20 LIABILITY OF MEMBERS

- 20.1 No Member shall be under any liability in respect of any contract or other obligation made or incurred by the Association.

21 ALTERATION OF RULES

- 21.1 These Rules, and any by-laws made under these Rules, shall not be amended, added to or rescinded except by resolution of not less than 75% of the current Members present and entitled to vote at an Annual General Meeting or a general meeting convened for that purpose and unless written notice of the proposed amendment, addition or rescission shall have been given to all Members in accordance with these Rules. No such amendment, addition or rescission shall be valid unless and until accepted by the Registrar. Notwithstanding the provisions of rule 14.4, in order to effect an amendment, addition or rescission to these Rules or any by-laws made under these Rules, the quorum of Members at such Annual General Meeting must be 75% of all Members eligible to vote at general meetings, present in person or by proxy.

22 WINDING UP

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

SCHEDULE 1
DEVELOPMENT PLAN

SCHEDULE 2
FORM OF APPLICATION



The Secretary
Long Bay Residents' Association Incorporated
[Insert registered office address]

APPLICATION FOR MEMBERSHIP

I wish to become a member of Long Bay Residents' Association Incorporated (*the Association*).

Name: _____

Address in Long Bay Development: _____

Postal Address (if different): _____

Phone Number: _____

Email Address: _____

Please select one: Owner Occupier (tenant or similar)*

I agree to abide by the rules of the Association, to pay the levies charged to members when due, and to the Association holding the above details on its records.

Signature: _____ Date: _____

*Note: before an application for membership from an occupier is accepted the Association may require details of the tenancy.

SCHEDULE 3
FORM OF RESIGNATION OF MEMBERSHIP



The Secretary
Long Bay Residents' Association Incorporated
[Insert registered office address]

You may resign your membership for any reason and must resign if you are no longer a Resident. To do so, this resignation form must be completed and submitted to the registered office. Your membership will be cancelled no later than the end of the month following receipt. You will be entitled to a refund for any levies paid covering membership after the month that your notice is received by the Long Bay Residents' Association Incorporation (the Association).

NOTICE OF RESIGNATION OF MEMBERSHIP

Name: _____

Address in Long Bay Development: _____

I hereby submit my resignation from the Association, as is my privilege under the terms of my membership. I understand that my membership privileges will continue until the end of

_____ (current month).

All outstanding levies (if any) will be due at the end of this month.

Signature: _____ Date: _____