

EARTHSONG ECO-NEIGHBOURHOOD

(Replace with our own Logo)

BODY CORPORATE RULES

EARTHSONG ECO-NEIGHBOURHOOD

BODY CORPORATE No. 210417

(North Auckland Registry)

That the rules contained in the Second Schedule to the Unit Titles Act 1972 are revoked and replaced by the following:

(Rules that may be amended, added to or repealed by unanimous resolution)

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

“**Accessory Unit**” means any Unit designated as such on the Unit Plan;

“**the Act**” means the Unit Titles Act 1972 and includes any statutory modification or re-enactment of the Act;

“**Body Corporate**” means Body Corporate No. 210417 (North Auckland Registry);

“**the Building**” means all buildings (and where appropriate other improvements) on the Land;

“**the Committee**” means the Committee from time to time appointed by the Body Corporate;

“**Common Property**” has the meaning attributed to that term in the Act and shall be applicable to areas designated as “common property” or “common area” on the Unit Plan;

“**Consensus**” means the stage at which pursuant to the Group Decision Making Process a matter has been consented to;

“**Development**” means the development on the Land known as “Earthsong Eco Neighbourhood”;

“**Group Decision Making Process**” means the decision making process described in **Appendix B**;

“**the Land**” means the land which is subject to the Unit Plan;

“**Proprietor**” means a person registered as a proprietor of a stratum estate in a Unit;

“**the Secretary**” means the secretary for the time being of the Body Corporate;

“**Unit Plan**” means Unit Plan No. DP210417 (North Auckland Registry);

“**Unit**” means a Principal Unit on the Unit Plan and;

- (a) Unless the context otherwise requires, includes all Accessory Units attached to that Unit (if any);
- (b) In relation to any Proprietor or occupier means the Unit owned or occupied by that Proprietor or occupier.

“**Unit Entitlement**” has the meaning ascribed to it in the Act;

“**Vision Statement**” means the vision statement of Earthsong Eco Neighbourhood as set out in Appendix A;

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

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, Labour Day, New Zealand’s Anniversary Day and Auckland Anniversary Day; and
- (b) a day in the period commencing 24th day of December in any year and ending on the 15th day of January in the following year, both days inclusive.

A Working Day should be deemed to commence at 9:00am and to terminate at 5:00pm.

1.2 Interpretation

Words importing any gender include all genders, and words referring to the singular include the plural and vice versa.

2. DUTIES OF PROPRIETOR

2.1 2.1 A Proprietor of a Unit shall:

2.1.1 Permit the Body Corporate (or its agents or servants) at all reasonable hours and with either 24 hours prior notice, or with the agreement of the relevant Proprietor/s (except in the case of emergency when entry can be at any time) to enter into and upon the Unit and any Accessory Units for any of the following purposes:

- (a) Viewing the condition thereof;
- (b) Installing, maintaining, repairing or renewing any pipes, conduits, wires, cables, ducts or other equipment in, upon or passing through the Unit or Accessory Units or capable of being or intended to be used in connection with the enjoyment of any other Unit or the Common Property, and painting, repairing, maintaining, replacing and keeping clean all or any of the exterior of the building of which the Proprietor's Unit forms part and all apparatus or systems used or intended, adapted or designed for use in connection with any other Unit or with the Common Property or the enjoyment thereof;
- (c) Maintaining, repairing or renewing the Common Property;
- (d) Ascertaining whether the Rules are being observed;
- (e) Maintaining, repairing or renewing any walls or fences between Units;
- (f) Exercising and carrying out any powers or duties conferred or imposed on it by the Act or these Rules;
- (g) Investigating the cause of or deactivating any security alarm sounding in the Unit.

2.1.2 Permit the Body Corporate to exercise the powers and duties contained in Rules 8 and 9 of these Rules.

2.1.3 Comply in all respects with all Acts, by-laws, and regulations for the time being in force in the area in which the Unit is situated in so far as they relate to the use, occupation, or enjoyment of that Unit.

2.1.4 Forthwith carry out all work that may be ordered by any competent local or public authority in respect of the Unit to the satisfaction of that authority.

2.1.5 Punctually pay to the appropriate authority or the Body Corporate as the case may require all:

- (a) Rates, costs of water, power and other services or other charges which are levied to the Body Corporate;
- (b) Body Corporate levies;

payable in respect of the Unit.

2.1.6 Keep and maintain the interior of the Unit and any Accessory Units (and Common Area for the exclusive use of the Proprietor (if any)) in good order, condition and repair;

2.1.7 (If the interior of the Unit is damaged or destroyed) repair and reinstate the interior of such Unit in a proper and workmanlike manner and so as to ensure that no damage, harm or diminution in value shall ensue to the Common Property or any other Unit provided that nothing in this paragraph 2.1.7 shall prejudice the right of any Proprietor in relation to any insurance policy effected by the Body Corporate or the application of the proceeds of such insurance.

2.1.8 Not make any additions or structural alterations including fences, sheds and other exterior structures, or alterations to any services to the Unit or alter the design of the exterior of the Unit or any Accessory Unit without the prior consent of the Body Corporate.

- 2.1.9 For the avoidance of doubt the cost of roof maintenance shall be shared equally by the proprietors in Units comprised in the building of which the roof forms part and the cost of stairwell maintenance shall be shared by upstairs Units secured by the relevant stairwell.
- 2.1.10 Procure compliance with these Rules by the visitors, invitees, agents, servants or tenants of and persons having business with the Proprietor and by the occupiers of the Unit, and ensure a copy of these Rules is available at all times in the Unit.
- 2.1.11 Keep the Unit secure at all times when unoccupied.
- 2.1.12 Comply with any security system installed for the benefit of all or any of the Units.
- 2.1.13 Not allow anything to be done in the Unit which may be or become a fire hazard.
- 2.1.14 Not do anything which shall make void or voidable any policy of insurance effected by the Body Corporate.
- 2.1.15 Not do anything which shall make any additional premium payable for any policy of insurance effected by the Body Corporate without:
 - (a) Obtaining the prior written consent of the Body Corporate;
 - (b) (Without limiting any other remedy of the Body Corporate) paying to the Body Corporate the amount of any such additional premium.
- 2.1.16 Not do anything or allow anything to be done which may compromise the use and enjoyment of any part of the Common Area which is by virtue of these Rules, or any lease or easement, for the use of one or more specified Proprietors.
- 2.1.17 Not do anything or allow anything to be done which may constitute a breach or conflict with the Vision Statement.
- 2.1.18 Ensure that no substance or any other thing used, stored or sold on the Unit or the Common Property will compromise in any way the ability of the Body Corporate to obtain and maintain certification in terms of the current Bio-Gro Organic Certification Standards regime or its equivalent.
- 2.1.19 not cause any loss, injury or damage to any part of the Common Property;
- 2.1.20 make good any such loss, damage or injury caused by the Proprietor or occupier;
- 2.1.21 not carry out any alterations, construction or landscaping on common property without the consent of the Body Corporate;
- 2.1.22 the Body Corporate may remove anything installed or placed on the Common Property in breach of any rule herein and recover the cost of any such removal from the Proprietor or other person who installed or placed such thing on the Common Property;
- 2.1.23 not use or permit to be used the Common Property in ways contrary to Body Corporate policy.
- 2.1.24 comply with the Joint Venture Agreement dated 7th June 2005 between the Body Corporate, Cohousing New Zealand Limited and the Earthsong Centre Trust, in relation to the existence and operation of the Earthsong Community Building on the Common Property which is also used by the proprietors as their common house.

3. WINDOWS

- 3.1 A Proprietor shall replace promptly any windows, shutters or awnings which are broken or cracked with new glass or materials of the same pattern and of at least the same quality.

4. NO ILLEGAL USE OR INTERFERENCE

4.1 A Proprietor or occupier of any Unit shall not:

4.1.1 Use or permit his or her Unit to be used for any purpose which is illegal or may be injurious to the reputation of the Development;

4.1.2 Use the Common Property in such a manner as unreasonably to interfere with the use and enjoyment thereof by other occupiers (whether a Proprietor or not) and their families and visitors.

5. NOTICE OF ACCIDENT, DEFECTS

5.1 A Proprietor or occupier shall give the Secretary prompt notice of any accident to, defect in or damage to the amenities of or in any Unit or Accessory Units or the Common Property.

6. NOISE

6.1 A Proprietor or occupier of a Unit, his or her guests, servants or agents shall not make or permit any undue noise in or about any Unit or Accessory Unit(s) or Common Property or interfere with or disturb in any way with the peaceful enjoyment of other Proprietors or occupiers of the Units or those having business within or of any person lawfully using the Common Property and all musical instruments, radios, stereo equipment, TV sets and the like shall be controlled so that the sound arising therefrom shall not be unreasonable and shall not cause annoyance to other Proprietors or occupiers of the Units.

7. ACTION UNDER COVENANT TO BE LODGED ON LOT 1 DP 208468

7.1 If a covenant is entered into or registered against the title of Lot 1 DP 208468 for the benefit of the Land any enforcement action in relation to such covenant will be undertaken by the Body Corporate on behalf of the registered proprietors and not by the registered proprietors individually.

8. DUTIES OF BODY CORPORATE

8.1 The Body Corporate shall (in addition to any other duties imposed on it by the Act):

8.1.1 Keep in a state of good repair the Common Property and all services, improvements or amenities on or used in conjunction with the Common Property (except any Common Property which is for the exclusive use of any one Proprietor).

8.1.2 Insure and keep insured all buildings and other improvements on the land to the replacement value (including demolition costs and associated professional fees such as architects fees) against fire, flood, explosion, wind, storm, hail, snow, aircraft and other aerial devices dropped therefrom, impact, riot, civil commotion, malicious damage caused by burglars and earthquake in excess of indemnity value.

8.1.3 Repair and maintain all pipes, conduits, wires, cables, ducts and all other equipment which may be reasonably necessary for the enjoyment of an incidental right under section 11 of the Act.

8.1.4 Keep and maintain to a high standard any planting and pot plants that form part of the Common Property including any planting or pot plants located on the exterior of the Building.

8.1.5 Except to the extent that any Proprietor is bound so to do in terms of Rule 2.1.3, comply with any notice or order duly served on it by any competent local authority or public body requiring repairs to or work to be performed in respect of the Land or the Building.

8.1.6 Subject to the Act, control, manage and administer the Common Property (except any Common Property which is for the exclusive use of any one Proprietor) and do all things reasonably necessary for the enforcement of the Rules.

8.1.7 Do all things reasonably necessary for the enforcement of any contract of insurance entered into by it.

- 8.1.8 Cause minutes to be kept of general meetings of the Body Corporate including a record of all resolutions.
- 8.1.9 Fund administrative expenses:
 - (a) Establish and maintain a fund for administrative expenses sufficient in the opinion of the Body Corporate for control, management, and administration of the Common Property and for the payment of any insurance premiums, repairs and the discharge of any obligations of the Body Corporate;
 - (b) Determine from time to time the amounts to be raised for the purposes aforesaid;
 - (c) Raise amounts so determined by levying contributions on the Proprietors in proportion to the Unit Entitlement of their respective Units.
- 8.1.10 Maintain, upgrade, repair and replace any common drainage assets as the need arises
- 8.1.11 Prepare proper accounts relating to all money of the Body Corporate and its income and expenditure.
- 8.1.12 Send a copy of the annual accounts to each Proprietor before each annual general meeting and present the accounts to such meeting.
- 8.1.13 On application by a Proprietor or mortgagee of a Unit, or any person authorised in writing by either of them, make the books of account available for inspection.
- 8.1.14 comply with the Joint Venture Agreement dated 7th June 2005 between the Body Corporate, Cohousing New Zealand Limited and the Earthsong Centre Trust, in relation to the existence and operation of the Earthsong Community Building on the Common Property which is also used by the proprietors as their common house.

9. POWERS OF BODY CORPORATE

- 9.1 The Body Corporate may:
 - 9.1.1 Borrow any money necessary to enable it to adequately perform its duties or exercise its powers.
 - 9.1.2 Invest any money held by it (whether in a fund established under section 15 of the Act or otherwise) in either:
 - (a) a bank; or
 - (b) any other mode of investment authorised in writing by all Proprietors.
 - 9.1.3 Establish and maintain an account at a bank and nominate three (3) persons (including the secretary) of whom any two (2) may operate the account.
 - 9.1.4 Enter into an agreement with a Proprietor or an occupier of any Unit for the provision of facilities or services by it to the Unit or to the Proprietor or occupier.
 - 9.1.5 Grant (with the unanimous consent of all Proprietors) to any person any special privilege (excluding a lease or licence) in respect of any part of the Common Property.
 - 9.1.6 Employ for and on behalf of the Body Corporate such agents and servants as it thinks fit, to assist the Body Corporate in the performance of its duties in connection with the control, management, and administration of the Common Property, and the exercise and performance of the powers and duties of the Body Corporate.
 - 9.1.7 Settle and approve future schemes for the exterior colour of the Units and landscaping of the Common Property.

- 9.1.8 Recover the expenses incurred by the Body Corporate in taking any action or proceedings against a Proprietor as a result of the wilful or accidental breach of any of these Rules and/or any by-laws and/or regulations made by the Body Corporate by such Proprietor or occupier.
- 9.1.9 Levy a financial penalty on any Proprietor or Resident who commits any breach or fails to observe any of the Rules in the amount of \$100.00 per day (adjusted by movements in the Consumer Price Index) for every day the breach or non-observance continues, without prejudice to any other right or remedy available to the Body Corporate.
- 9.1.10 Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these Rules by any Proprietor or occupier of a Unit or the guests, servants, employees, agents, children, invitees, customers or licensees of the Proprietor or occupier of a Unit or any of them, be entitled to recover the amount so expended as a debt and any action in any Court of competent jurisdiction from the Proprietor of the Unit at the time when the breach occurs.
- 9.1.11 The Body Corporate may from time to time and by a majority resolution make or promulgate additional rules, regulations and bylaws for the use and enjoyment of common property or any part thereof. All proprietors and their invitees shall comply with any such additional rules, regulations and bylaws.

10. ANNUAL GENERAL MEETINGS

- 10.1 A general meeting of the Body Corporate, to be called the annual general meeting, shall, in addition to any other meeting, be held at least once in every calendar year and not more than fifteen (15) months after the holding of the last preceding annual general meeting. The first annual general meeting shall be held within three (3) months after the date of the deposit of the Unit Plan or the date on which the Body Corporate is notified of the first change of ownership of any Unit (whichever is the later).
- 10.2 Notwithstanding anything contained elsewhere in these Rules but subject to the provisions of the Act, a resolution of the Body Corporate may be passed without any meeting or previous notice being required by means of an entry in the minute book signed by all Proprietors. Any such entry may be signed on behalf of a Proprietor by that Proprietor's agent duly authorised in writing. Any such entry may consist of one or more documents all in like form which together contain the signatures of the Proprietors or their authorised agents (as the case may be).
- 10.3 It shall not be necessary to hold any annual general meeting of the Body Corporate if an entry (made in the manner provided by Rule 10.2) is made in the minute book resolving not to hold any such meeting.

11. EXTRAORDINARY GENERAL MEETINGS

- 11.1 All general meetings of the Body Corporate other than annual general meetings and any other general meetings scheduled by the Body Corporate shall be called extraordinary general meetings.
- 11.2 Upon a requisition in writing made by those Proprietors who together own thirty per cent (30%) or more in number of the Units an extraordinary general meeting of the Body Corporate shall be convened.
- 11.3 Any such requisition shall state the objectives of the meeting and shall be delivered to the Secretary. It may consist of other documents in like form each signed by one or more requisitionists.
- 11.4 If an extraordinary general meeting is not convened within ten (10) Working Days from the date of delivery of the requisition the requisitionists may themselves convene a meeting but no such meeting shall be convened after the expiration of forty two (42) Working Days from the said date.
- 11.5 A meeting convened by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the Body Corporate

12. NOTICE OF MEETINGS

- 12.1 At least seven (7) Working Days' notice in writing of every general meeting of the Body Corporate specifying the place, the date and the hour of the meeting and the proposed business shall be given to all Proprietor(s) and

to all persons entitled to exercise a vote in accordance with section 41 of the Act. Accidental omission to give such notice shall not invalidate any proceedings at any meeting.

13. ADDRESS FOR SERVICE

13.1 Every Proprietor and every person entitled to exercise a vote in accordance with section 41 of the Act shall supply the Body Corporate with an address for service of notices (“the Specified Address”).

13.2 Any notice required to be given to a Proprietor shall be sufficiently given if:

- 13.2.1 delivered personally to the person concerned; or
- 13.2.2 mailed to the Specified Address for the person concerned; or
- 13.2.3 in the case of a resident Proprietor delivered to that Proprietor’s Unit; or
- 13.2.4 delivered to the email address provided by the Proprietor to the Body Corporate;

provided that the Body Corporate, if required in writing so to do by any Proprietor or mortgagee shall send notices intended for that Proprietor or mortgagee by registered post.

13.3 Any notice sent by mail shall be deemed to be received two (2) Working Days after the date the notice was mailed.

13.4 Any notice sent by email shall be deemed to be received when acknowledged by the receiving party orally or by return email or otherwise in writing.

14. QUORUM

14.1 At a general meeting of the Body Corporate the persons entitled, on an ordinary resolution, to exercise the voting power in respect of not less than one-third in number of the Principal Units and present in person or by representative shall constitute a quorum.

14.2 Except as otherwise provided in these Rules, no business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business.

14.3 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place. If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, then the person or persons present and entitled to vote at the expiration of that half an hour shall constitute a quorum. Notice shall be given of the adjourned meeting as though it were of an original meeting except that only two (2) working days’ notice of the adjourned meeting shall suffice.

15. FACILITATOR

15.1 A facilitator for each meeting shall be appointed by consensus of that meeting or the previous meeting.

16. VOTING PROCESS (INCORPORATING GROUP DECISION MAKING PROCESS)

16.1 All matters to be determined by the Body Corporate at a general meeting shall be determined by the Group Decision Making Process. If consensus is not reached on an issue in the first meeting called to discuss that issue, then the meeting shall be adjourned to a date three (3) Working Days after the first meeting. If at the end of the adjourned meeting the matter remains unresolved, the matter will be determined by a vote of the body corporate.

17. VOTING MAJORITY

17.1 Except as otherwise provided by the Act or these Rules, all matters at a meeting of the Body Corporate shall be determined by a 75% majority vote.

18. VOTING RIGHTS

18.1 Subject to section 41 of the Act [and clause 21] at any meeting of the Body Corporate:

- 18.1.1 Where a unanimous resolution is required each Proprietor shall be entitled to exercise one vote.
- 18.1.2 In all other cases only one vote shall be exercised in respect of each Principal Unit and no separate vote may be exercised in respect of any Accessory Unit.
- 18.1.3 Any Proprietor, including multiple proprietors of a single unit, or a company or other incorporated body may by resolution of its members, directors or other governing body authorise any person to act as the representative of the multiple proprietors, company or other body at any meeting of the Body Corporate. The multiple owners of a unit, company or other incorporated body shall notify the Body Corporate of the name of the person so authorised. That person may exercise on behalf of the multiple owners, company or body at any meeting of the Body Corporate the same powers on behalf of the Proprietor as that Proprietor could exercise if it were an individual.

19. RESULT OF VOTE

- 19.1 The result of all votes will be recorded.

20. NO PROXIES

- 20.1 Any vote to be cast at a meeting of the Body Corporate may only be cast in person.

21. VALUE OF VOTES

- 21.1 All votes shall correspond in value with the Unit Entitlement of the Principal Unit and Accessory Unit(s) (if any) in respect of which they are exercised.

22. PAYMENTS IN ARREARS

- 22.1 Except where a unanimous resolution is required, the power of voting in respect of a Unit shall not be exercised unless all amounts accrued, due and payable to the Body Corporate in relation to the Unit in respect of which the vote is exercisable have been paid.

23. SECRETARY

- 23.1 A Secretary shall be appointed by the Body Corporate at its first general meeting for such term, at such remuneration and upon such conditions as it may approve. The Secretary need not be a Proprietor. Any Secretary may be removed by the Body Corporate at an annual general meeting or at an extraordinary meeting called for that purpose. The Secretary shall have the right to attend any meeting and be heard. The Secretary shall deposit and disburse all moneys for and on behalf of the Body Corporate through a trust account in the name of the Body Corporate or its Secretary, which account shall be subject to audit.

24. FUNCTIONS OF SECRETARY

- 24.1 The Secretary shall keep proper books of account in which shall be kept full, true and complete accounts of the affairs and transactions of the Body Corporate and carry out the duties delegated by the Body Corporate or the Committee

25. SEAL

- 25.1 The common seal of the Body Corporate shall not be used without prior authority of the Committee. Whenever the seal is affixed to any instrument, that instrument shall be attested:
 - 25.1.1 where an administrator has been appointed by that administrator; or
 - 25.1.2 where there is only one Proprietor, by that Proprietor; or
 - 25.1.3 where there is more than one Proprietor by at least three (3) Proprietors.

26. DIFFERENTIAL PAYMENT FOR WORK

- 26.1 Where, in the opinion of the Body Corporate, work undertaken pursuant to these rules is substantially for the benefit of only one Unit or is substantially for the benefit of some but not all of the Units or benefits one or more of the Units substantially more than it benefits the others or other or them, the Body Corporate may determine the amount payable by the Proprietor(s) otherwise than in accordance with Unit Entitlements. The Body Corporate shall have regard to the relative values of the work and the relative benefits conferred.
- 26.2 This Rule is subject to section 33 of the Act and shall not apply in any case to which that section applies.

27. TENANCIES

- 27.1 Any Proprietor who lets or parts with possession of a Unit shall ensure that:
- 27.1.1 the name and address of the lessee or occupier is notified to the Body Corporate;
 - 27.1.2 the proposed lessee or occupier has received a copy of these Rules and any additional rules, regulations or bylaws made or promulgated by the Body Corporate; and
 - 27.1.3 the proposed lessee or occupier agrees to comply with these Rules and any additional rules, regulations or bylaws made or promulgated by the Body Corporate.

28. BODY CORPORATE MAY REMEDY NON-COMPLIANCE

- 28.1 If any Proprietor shall fail to comply with any Rule by-law or regulation then the Body Corporate may:
- 28.1.1 Carry out any work or do any thing in its opinion necessary or expedient in order to remedy such non-compliance;
 - 28.1.2 By its agents, servants and workmen enter upon the Unit for the foregoing purposes;
 - 28.1.3 Recover from the Proprietor the amount expended by it in carrying out such work or doing such thing together with interest on such amount calculated from the date of expenditure until the date of payment at Body Corporate's bank overdraft rate.

This Rule shall not limit any rights of the Body Corporate under the Act.

29. USE OF UNITS

- 29.1 A Proprietor or occupier of any Unit shall not:
- 29.1.1 Use the Proprietor's Unit for any purpose other than residential accommodation, except with the agreement of the Body Corporate;
 - 29.1.2 Use any Accessory Unit for any purpose other than a purpose ancillary to such residential accommodation, except with the agreement of the Body Corporate ;
 - 29.1.3 Use nor permit the use of any Unit for any purpose which may be illegal or injurious to the reputation of the Units or any of them or the other Proprietors or any of them;
 - 29.1.4 Use or permit the use of any Unit in any way which may conflict with the Vision Statement.
 - 29.1.5 Use the Common Property in such a manner as unreasonably to interfere with the use and enjoyment thereof by other occupiers (whether a Proprietor or not) and their families and visitors.

30. RESOLUTION OF DISPUTES BETWEEN PROPRIETORS AND/OR OCCUPIERS

- 30.1 In the event of any dispute arising between proprietors [and/or occupiers] which is not resolved by the Group Decision Making Process, it shall be referred to Mediation.

This clause does not apply to any dispute arising between an occupier or proprietor and the Body Corporate over the interpretation or application of these rules.

30.2 The mediation procedure shall be as follows:

30.2.1 The party who wishes to resolve a dispute must give a notice of dispute to the other party;

30.2.2 Such notice must state that the dispute has arisen, and state the matters in dispute;

30.2.3 The other party will either agree to proceed with the mediation or agree to attend a preliminary meeting with a mediator to discuss whether mediation would be helpful in the circumstances. If it is decided that mediation will be helpful then the parties will agree on a mediator within seven days of the written notice being received or, failing agreement, will ask the Arbitration and Alternative Dispute Resolution Centre NZ Limited to appoint a mediator. If this service is not available, the parties will ask the President of the Arbitrators and Mediators Institute of New Zealand to appoint a mediator;

30.2.4 The parties must co-operate with the mediator in an effort to resolve the dispute;

30.2.5 The mediator may engage an appropriately qualified expert to give an opinion on technical matters. The cost will be a mediation cost;

30.2.6 If the dispute is settled, the parties must sign a copy of the terms of the settlement;

30.2.7 If the dispute is not resolved within 14 Working Days after the mediator has been appointed, or within an extended time that the parties agree to in writing, the mediation must cease;

30.2.8 Each party must pay a half share of the mediator's fee and costs including travel, room hire, refreshments etc;

30.2.9 The terms of any mediated settlement will bind the parties;

30.2.10 The terms of settlement may be used as evidence in any other legal proceedings;

30.2.11 To protect the confidentiality of the mediation, the parties agree that written statements given to the mediator or to one another, and any discussions between them or between them and the mediator during the mediation are not admissible by the recipient in any legal proceedings.

30.3 The procedure in this clause 25 does not apply to any application by either party for urgent interlocutory relief.

31. LETTING

31.1 For the purposes of ensuring adequate and proper control and management of Units and the Common Property at all times every Proprietor shall:

31.1.1 When creating a lease or tenancy, a serviced apartment or other right of occupation in favour of some person other than his/her immediate family:

- (a) Ensure that the proposed lessee, tenant or occupier has received and perused a copy of the Rules of the Body Corporate and any additional rules, regulations or bylaws made or promulgated by the Body Corporate; and
- (b) Enter into a written agreement in a form as recommended or approved by the Committee of the Body Corporate confirming that the lessee, tenant or occupier as the case may be will abide by such Rules and in particular the lessee, tenant or occupier will not create any undue noise or nuisance in his or her use of any Unit or the Common Property.

31.1.2 When absent from Auckland for a period exceeding two weeks appoint the Body Corporate or some other corporation or person reasonably accessible to act as his or her attorney in respect of his or her Unit and shall notify the Body Corporate of such appointment and in the event that the attorney is not reasonably accessible for the purposes of ensuring the rights of the Proprietor at any time or in

the event that the Proprietor does not make any appointment or notify the Body Corporate thereof the Body Corporate shall in such event be deemed to be and shall be constituted that attorney or of the registered Proprietor of the Unit for the purposes of exercising the rights of the Proprietor in respect of any lease or tenancy or use of the Proprietor's Unit during such absence.

32. RELATION TO MANAGEMENT

32.1 Proprietors or occupiers of Units shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee (if one exists) or to the Body Corporate shall be directed to the Secretary and not to the Facilitator or any members of the Committee.

32.2 The Secretary is deemed to be the agent of the Body Corporate for the purposes of the management and administration of the Rules, duties, powers and property of the Body Corporate.

33. COMMITTEE

Where a Committee is appointed the following rules will apply, but not otherwise.

33.1 If a Committee of the Body Corporate is appointed then the powers and duties of the Body Corporate may be exercised and performed by that Committee . The powers of the committee include authorising any expenditure which the Body Corporate is legally obliged to meet, but otherwise are subject to any restrictions imposed or directions given at a meeting of the Body Corporate.

34. MEMBERSHIP OF COMMITTEE

34.1 If a Committee is to be formed it shall consist of such number of Proprietors, not being fewer than three (3), as is fixed from time to time by the Body Corporate.

35. ELECTION OF COMMITTEE

35.1 The members of the Committee shall be elected at each annual general meeting to hold office until the end of the next annual general meeting provided that unless the Committee consists of all the Proprietors, the Body Corporate may by resolution at an extraordinary general meeting remove any member of the Committee before the expiration of that member's term of office and appoint another Proprietor in place of the member so removed to hold office until the next annual general meeting.

36. CASUAL VACANCY

36.1 Any casual vacancy on the Committee shall be filled by reference to the Body Corporate.

37. QUORUM

37.1 The quorum necessary for the transaction of the business of the Committee shall be three (3).

38. REDUCED NUMBER OF MEMBERS

38.1 If the number of Committee members is reduced below the number which would constitute a quorum, the remaining members may only act for the purpose of summoning a general meeting of the Body Corporate.

39. DECISION MAKING

39.1 At meetings of the Committee all matters shall be determined by the members of the Committee using the Group Decision Making Process.

40. PROCEEDINGS AND POWERS OF COMMITTEE

40.1 Proceedings and powers of the Committee shall be as restricted, imposed or directed by the Body Corporate at a general meeting otherwise the Committee may meet for the conduct of business, adjourn and otherwise regulate its proceedings as it thinks fit provided that it shall meet when any member of the Committee gives to

the other members not less than seven (7) days' notice of a meeting proposed by that member, specifying the reason.

41. DUTIES OF COMMITTEE

41.1 The duties of the Committee shall be as imposed or directed by the Body Corporate at a general meeting.

42. ACCIDENTAL OMISSIONS

42.1 Except as provided in Rule 38 no act or proceeding of the Committee or of any person acting as a member of the Committee shall be invalidated in consequence of there being a vacancy in the number of the Committee at the time of that act or proceeding, or of the subsequent discovery that there was some defect in the election or appointment of any person so acting, or that he or she was incapable of being or had ceased to be a member of the Committee.

APPENDIX A

Vision Statement of Earthsong Eco Neighbourhood

“To establish and maintain a co-housing neighbourhood based on the principles of permaculture, that will serve as a model of a socially, environmentally sustainable community.

Within this vision, the aims are:

- *To design, construct and maintain a cohesive neighbourhood whose layout, buildings and services demonstrate the highest practical standards of sustainable human settlement.*
- *To develop and foster a living environment which uses clear communication, decision making and conflict resolution guidelines that promote tolerance, safety, respect and co-operation.*
- *To assist in education and public awareness of sustainability by demonstrating and promoting innovative community design and environmentally responsible construction.”*

APPENDIX B

Group Decision Making Process

The method for discussion and decision making shall be by Consensus, using Colour Cards as follows:

Discussion

Each person including any facilitator taking part in the discussion has six coloured cards which are raised at any time during the discussion to indicate a wish to speak.

- Black I have an interpersonal difficulty that is preventing my full participation.
- Red I have a process observation, e.g. the discussion is off the subject.
- Orange I wish to acknowledge someone or something.
- Yellow I have a question, or need clarification.
- Green I can provide clarification.
- Blue I have a comment or opinion.

Cards are accorded differing priority and are heard in the order listed above.

Black cards have first priority. The facilitator first calls on the person with the black card to state their difficulty and to say how they would like the matter dealt with. The group can then decide whether this should be processed within the group or between the individuals concerned.

The red card, the “stop the process” card, has the next priority. It is used to point out a breach in the agreed-upon procedure, such as an item has exceeded time limits.

Next, people holding up orange cards are called upon to deliver their acknowledgment(s).

People raising yellow cards to indicate questions have the next priority.

After a question has been asked, people holding green cards are called on to provide clarification to that question.

After all questions have been answered, the facilitator calls on participants holding blue cards. At this time, comments regarding the topic of the discussion can be put forth.

Decision making

Each person, including the facilitator, taking part in the decision making has five coloured cards. When deciding on an issue, each person must raise one of the coloured cards, which now have the following meanings.

- Green I agree with the proposal at hand.
- Blue I am neutral or basically for it, with some slight reservation.
- Yellow I have a question to be answered before I can make a decision.
- Orange I have a serious reservation, but I am not willing to block Consensus.
- Red I am entirely against the proposal and will block Consensus.

If any orange or red cards are raised, those people with reservations should voice their concerns, if they have not already done so. At this point, an amendment to the current motion could be made which may address concerns raised.

Another show of cards can then follow. It should be noted that at this point a proposal has been passed by Consensus unless there are still red cards being shown.

If consensus is still not reached after a further meeting on the topic, the decision can be made by a three quarters majority of [proprietors] votes.

This process requires every person in the room to participate in decision making. Dominant personalities will find it harder to push their ideas through at the expense of less vocal members, and softer-spoken members find it easier to voice their concerns.

Process for Revisiting Decisions

A proprietor absent from a meeting may request to revisit a decision made at that meeting at the next meeting only. Otherwise decisions may only be reopened with the prior agreement of 50% of Proprietors in the Quorum.]

Communication Agreements

We have established a set of communication agreements and these are fundamental to our way of working and living together :

- I will use “I” statements, and speak for myself, not others
- I will speak succinctly (short and to the point)
- I will take responsibility for owning and naming my own feelings
- I will respect others’ rights to speak without interruption
- I undertake to respect other’s privacy by not discussing outside the group other people’s personal issues which may arise within the group process
- I undertake to value and respect different contributions and perspectives of all individuals
- I undertake to keep my relationships within the group clear by dealing with my problematic issues directly with the persons concerned.
- I recognise that we work best together when we remember to have fun!