

Collett's Corner Co-Living Agreement

DATE**PARTIES**

Collett's Corner Limited (the Manager).

The residents of Collett's Corner as set out in Schedule 1 and their successors in title (each a Resident and together the Residents or the Group).

BACKGROUND

- A. Collett's Corner is a new way of approaching property development where people work together to conceive and invest in what is built in our towns and cities.
- B. The building will be home to a combination of apartments, wellness centre, retail and hospitality. It is a place where community is built and strengthened.
- C. The overall intention is for all parts to work together as a whole, to enhance wellbeing and support people to thrive.

The Residents are all owners of apartments within Collett's Corner. This Agreement sets out how the Residents will relate to each other in relation to the Development, including their rights, collective responsibilities and obligations to each other.

OPERATIVE PROVISIONS**1. SHARED INTENTIONS**

- 1.1 The Residents agree that fundamentally this is about building a new way of being and living together. They affirm their intention for there to be a strong sense of community among the Collett's Corner Residents. Collett's Corner is a new style of communal living whereby residents commit to cultivating a sense of community by making an effort to know one another and to treat each other respectfully.
- 1.2 While there is a set of formal Body Corporate rules, as required by the Unit Titles Act 2011, there is also an understanding of the intentions that will uphold the spirit of the development. This is outlined in this agreement and the Residents agree that:
 - (a) It is intended that all residents will be mindful of their neighbours and that there will be strong spirit of community and cooperation. It is up to residents to meet and determine how this manifests, and it is understood this will likely change over time. Collett's Corner is an opportunity for social engagement with one's neighbors while also being respectful of each individuals privacy.
 - (b) Another important aspect of the intention of Collett's Corner is to have a small footprint on the planet and to actively care for the environment. The design of the building takes into account the need to care for the environment and the nature of the community will also have this at the front of mind in their decision making processes and decisions.
- 1.3 The Residents agree that to promote the sense of community there will be regular meetings of Residents to come to agreement on any issues that arise or matters that require decisions. It is also intended that, if required, sub committees of residents may

be set up to deal with any particular matter. Actively working together to create and maintain the sense of community and belonging is one of the driving aims of the development. Open and frank, but respectful, discussion is welcomed.

- 1.4 In the event of disagreement, there is a community based set of guidelines on how a conflict can be resolved set out in this agreement in clause 4. Again, there is a strong community approach to this which is laid out there. There is an acknowledgement that conflict can be a valuable experience to assist with the growth of both individuals and a community. Any conflict must be dealt with in a respectful and healthy manner.
- 1.5 This agreement will be reviewed at each Annual General Meeting of the Body Corporate to ensure that it is fit for purpose and can be amended by agreement between the Residents.

2. **RIGHTS AND RESPONSIBILITIES OF THE RESIDENTS**

- 2.1 The Residents agree, in the spirit of the Shared Intentions in clause 1, that they are committed to treating each other with respect. That will be the driving force which underpins how they act and relate and how decisions are made as a Group.
- 2.2 As an outworking of that commitment the Residents agree to comply with:
 - (a) Schedule 2 of this Agreement; and
 - (b) the Body Corporate Rules.
- 2.3 The Residents also agree not to commit and to take all reasonable steps to ensure that the members of any household or invited visitors do not commit any act of harassment, intimidation or violence (including domestic violence) on the grounds of race, colour, religion, sex or sexual orientation, disability or for any other reason which may interfere with the peace and comfort of, or cause offence to, any other member, visitor or neighbour.

3. **USE OF SHARED SPACES**

- 3.1 Use of the roof terrace that forms part of the building at Collett's Corner (**Roof Terrace**) will only be available to the Residents and the occupants of the Apartments. The Residents will bear the maintenance and repair costs associated with the Roof Terrace.
- 3.2 Use of the commercial shared spaces on the ground floor of the building at Collett's Corner (**Commercial Shared Spaces**) will only be available to the commercial tenants of the Manager and their staff and customers, except as required for reasonable access through the Commercial Shared Space in order to access the lift and stairs. The Manager and its commercial tenants will bear the maintenance and repair costs associated with the Commercial Shared Spaces.

4. **CONFLICT RESOLUTION**

- 4.1 For the vast majority of issues, the aim is to empower individuals to first resolve conflicts themselves, asking for help when needed, and only after that fails to escalate further. This approach gives people more control over the outcome of their dispute.
- 4.2 The method for resolving conflict will be as follows:
 - (a) Address the perceived conflict directly with those involved and seek resolution;

- (b) If this fails after 14 days of the conflict first arising, refer the matter to the board of the Manager; or
 - (c) If this fails to lead to a resolution after 21 days of being referred to the board of the Manager, the Conflict Resolution Sub Committee (CRSC) will intercede and hear all parties positions and make a decision, which will be final. Membership of the CRSC will be voted on at each AGM of the Manager.
- 4.3 If the behaviour is threatening/harassing and requires immediate escalation, the CRSC should be involved immediately.
- 4.4 Escalating an issue to the CRSC may result in actions or an outcome that impacts both parties. In the event the CRSC has to intervene, here are some of the ways they might respond;
- (a) Take no action. For example, if the CRSC determines the complaint has not been substantiated or if it is deemed to be outside the scope of this group.
 - (b) The CRSC also reserves the right not to act on reports it feels are being made in bad faith and/or in an attempt to harass or intimidate other community members.
 - (c) A request for a private or public apology.
 - (d) A private reprimand from the CRSC to the individual(s) involved.
 - (e) A public reprimand from the CRSC to the individual(s) involved.
- 4.5 If the CRSC feel the issue is one that is beyond their skill set, or of such a nature that they do not feel it appropriate for them to manage they may engage a qualified mediator to assist the individuals to resolve their dispute.
- 4.6 In the event of illegal or harassing activity, the CRSC may advise the matter be referred to the Police
- 4.7 If none of the outcomes outlined in Clause 3.4(a)-(e) are deemed to be suitable by the CRSC, the conflict may result in the expulsion of the Resident pursuant to clause 5.
- 5. EXPULSION OF RESIDENTS**
- 5.1 The parties acknowledge that there may be circumstances where, in the interests of Collett's Corner as a whole, disruptive persons will need to be expelled from involvement with Collett's Corner.
- 5.2 If the parties to this agreement, or any one of them, become concerned about the behaviour of any of the other parties to this agreement, they shall be entitled to refer the matter to the CRSC for discussion and attempted resolution in accordance with clause 4.
- 5.3 If the process under clause 4 fails to resolve the matter, then the Group may by a decision of a majority of not less than 50% of the Residents agree to expel a party to this agreement (**Expelled Party**). Each Resident or group of Residents that owns one Apartment shall have one equal vote in any decision under this clause.
- 5.4 The Expelled Party must offer its apartment for sale to the Manager at the fair market rate. If the Manager chooses not to purchase the apartment within 14 days of being offered it in writing, the Expelled Party must market its apartment for sale. If the

Expelled Party's apartment has not been sold within six months of the date of expulsion the Expelled Party must sell its apartment to such person and at such consideration as may be nominated by the Manager and must execute all documents required to complete the sale.

- 5.5 The Manager must use reasonable endeavours to obtain a fair market price for the Expelled Party's apartment but will not be liable to the Expelled Party in respect of any loss however incurred.
- 5.6 The Expelled Party irrevocably appoints the Manager to be the Expelled Party's attorney for the purpose of doing any act, matter or thing or executing any document required in connection with the sale of the Expelled Party's apartment. For the avoidance of doubt in acting in this capacity the Manager may incur fees for professional services which will be paid by the Expelled Party (or deducted from the value of the apartment when it is sold).

6. GENERAL TERMS

- 6.1 **Relationship:** Nothing in this agreement shall create or evidence any partnership, agency, trust or employer/employee relationship between the Residents unless specifically otherwise provided. No Resident has any obligation of good faith or similar obligation to the other Resident.
- 6.2 **Accession Deed:** Whenever a Resident transfers the legal or beneficial ownership of its Apartment to a third party that person shall enter into and deliver to the Manager and the Group an accession deed in a form approved by the Manager binding the said person to the terms of this agreement
- 6.3 **Counterparts:** This agreement is deemed to be signed by a party if that party has signed or attached that party's signature to any of the following formats of this agreement or of any deed of accession acceding to the terms of this agreement:
 - (a) an original; or
 - (b) a facsimile copy; or
 - (c) a photocopy; or
 - (d) a PDF or email image copy;

and if each party has signed or attached that party's signature to any such format and delivered it in any such format to the other parties, the executed formats shall together constitute a binding agreement between the parties.

- 6.4 **Entire agreement:** This agreement constitutes the entire agreement between the Resident relating to the subject matter of this agreement and supersedes and cancels any previous agreement, understanding or arrangement whether written or oral.
- 6.5 **Severance:** If any provision of this agreement is, or becomes unenforceable, illegal or invalid for any reason it shall be deemed to be severed from this agreement without affecting the validity of the remainder of this agreement and shall not affect the enforceability, legality, validity or application of any other provision of this agreement.
- 6.6 **Further assurance:** Each party shall make all applications, execute all documents and do or procure all other acts and things reasonably required to implement and to carry out its obligations under, and the intention of, this agreement.

6.7 **Amendments:** A Resident may propose changes to this agreement at each AGM of the Manager. If the other Residents agree then this agreement may be amended by agreement of the parties in writing.

6.8 **Governing law:** This agreement is governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of this agreement.

7. NOTICES

7.1 **Notice:** Every notice or other communication (Notice) for the purposes of this agreement shall:

- (a) be in writing; and
- (b) be delivered in accordance with clause 6.2

7.2 **Method of Service:** A notice may be given by:

- (a) delivery to the physical address of the relevant party; or
- (b) posting it by pre-paid post to the postal address of the relevant party; or
- (c) sending it by email to the email address of the relevant party, so long as clause 6.4 is complied with.

7.3 **Time of receipt:** A Notice given in the manner:

- (a) specified in clause 6.2(a) is deemed received at the time of delivery;
- (b) specified in clause 6.2(b) is deemed received three Business Days after (but exclusive of) the date of posting;
- (c) specified in clause 6.2(c) or clause 6.2(d) is deemed (subject to clause 6.4) received:
 - (i) if sent between the hours of 9:00 am and 5:00 pm (local time) on a local Business Day, at the time of transmission; or
 - (ii) if subclause (i) does not apply, at 9:00 am (local time) on the local Business Day most immediately after the time of sending.

For this purpose "local time" is the time in the place of receipt of the Notice, and a "local Business Day" is a normal Business Day in that place.

7.4 **Email notice:** A Notice given by email, is not deemed received unless (if receipt is disputed) the party giving Notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given Notice.

7.5 **Addresses:** For the purposes of this clause the address details of each party are:

- (a) the details set out below; or
- (b) such other details as any party may notify to the others by Notice given in accordance with this subclause.

8. DEFINITIONS & INTERPRETATION

- 8.1 Unless the context otherwise requires the following expressions shall have the meaning ascribed to them:

Apartment means the Apartment owned or occupied by the Resident in the Development;

Collett's Corner and **Development** each mean the Manager's development at 25 Oxford Street, Lyttelton;

Manager means Collett's Corner Limited (Company number 7083213);

Resident means each of the residents of Collett's Corner as set out in Schedule 1 and their successors, and in the case of joint tenants, the term **Resident** applies to each of them. Each **Resident** individually has the full responsibilities and rights set out in this agreement.

- 8.2 **Interpretation:** Unless the context otherwise requires or specifically otherwise stated:

- (a) headings are to be ignored;
- (b) "including" and similar words do not imply any limitation;
- (c) any covenant or agreement on the part of two or more persons binds those persons jointly and severally;
- (d) reference to a party, person or entity includes:
 - (i) an individual, partnership, firm, company, body corporate, corporation, association, trust, estate, state, government or any agency thereof, municipal or local authority and any other entity, whether incorporated or not (in each case whether or not having a separate legal personality); and
 - (ii) an employee, agent, successor, permitted assign, executor, administrator and other representative of such party, person or entity;
- (e) a right or power may be exercised from time to time and at any time;
- (f) the singular includes plural and vice versa;
- (g) one gender includes the other genders;
- (h) references to money are to New Zealand dollars;
- (i) references to times of day or dates are to New Zealand times and dates;
- (j) any word or expression cognate with a definition in this agreement has a meaning corresponding or construed to the definition;
- (k) reference to a section, clause, sub-clause, schedule or a party is a reference to that section, clause, sub-clause, schedule or party in this agreement;

- (l) reference to any document includes reference to that document (and, where applicable, any of its provisions) as amended, novated, supplemented, or replaced from time to time;
- (m) each schedule and any other attachment forms part of this agreement;
- (n) if there is any ambiguity or inconsistency between a provision in this agreement and any other document, this agreement shall prevail;
- (o) "written" and "in writing" include any means of reproducing words, figures or symbols in a tangible and visible form;
- (p) reference to "month" or "monthly" means calendar month or calendar monthly;

SIGNED for and on behalf of)
COLLETT'S COLLECTIVE LIMITED)
 by two of its Directors)

 Director

 Director

SIGNED by)
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Schedule 1: Residents

Schedule 2: Permitted Uses

This Schedule sets out what the permitted uses are for the apartments at Collett's Corner. In particular, it is agreed that:

1. **An owner of a Level 2 Apartment shall not -**
 - 1.1 lease out their Apartment for an overnight or short term stay (less than eight weeks) without the prior written consent of the Body Corporate. The Body Corporate may grant or withhold its consent in its sole discretion. An owner of a Level 2 Apartment may lease out their apartment for long term stays (greater than 8 weeks).
2. **An owner of a Level 1 Apartment may -**
 - 2.1 lease out their Apartment for an overnight stay, a short term stay (less than eight weeks) or a long term stay (greater than eight weeks). This arrangement must be managed by a management company appointed by the Body Corporate.
3. **All owners may occupy the Apartments as their principal place of residence.**