

Fletcher Living

Love your new home

Park Green

Disclosure Booklet

Table of Contents

1.	<u>LT 596153</u>	1
2.	<u>RT 1126476</u>	8
3.	<u>LCOV 12361218.8</u>	9
4.	<u>CoNo 12807335.3</u>	19
5.	<u>EI 12807335.4</u>	24
6.	<u>EI 12807335.6</u>	31
7.	<u>ENC 12858809.1</u>	37
8.	<u>Scheme Plans (stamped)</u>	45
9.	<u>DRAFT Body Corporate Rules - Park Green(40342479.1)</u>	59
10.	<u>Draft Budget - Kohepiro - Body Corporate - Lot 4 (2) (003)</u>	71
11.	<u>Kohepiro Shared Lane Society Constitution</u>	72
12.	<u>ENC - FRL (No Objections) - LT 596153</u>	109



Title Plan - LT 596153

Survey Number LT 596153
Surveyor Reference 2687 - Park Green Unit Title
Surveyor Diane Alison Moriarty
Survey Firm Mckenzie & Co Consultants Ltd
Surveyor Declaration

Survey Details

Dataset Description Units on Lot 4 & 500 DP 588412
Status Initiated
Land District North Auckland
Survey Class Class A
Submitted Date
Survey Approval Date
Deposit Date

Territorial Authorities

Auckland Council

Comprised In

RT 1126476

Created Parcels

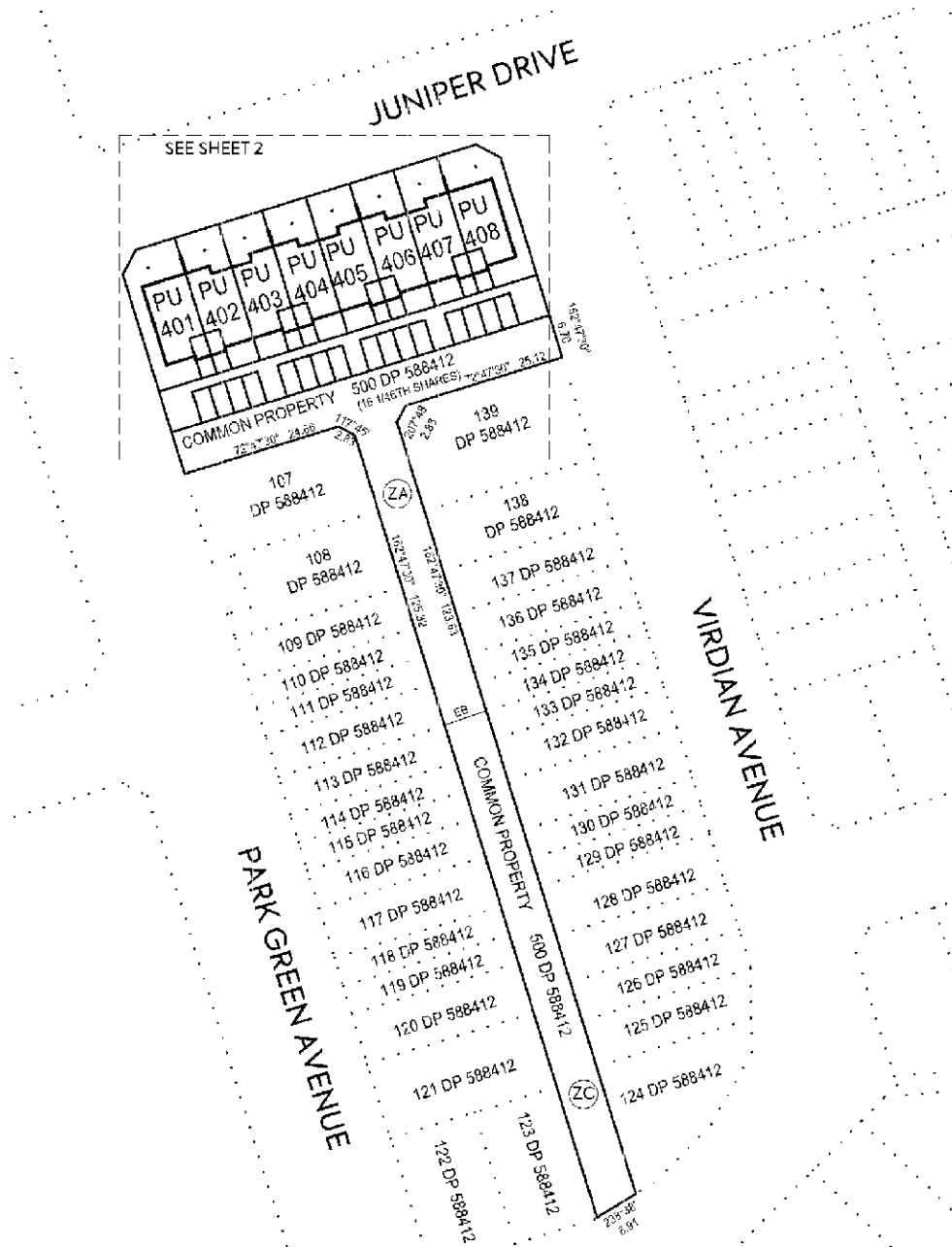
Parcels	Parcel Intent	Area	RT Reference
Principal Unit 401 Deposited Plan 596153	Principal Unit		1161304
Principal Unit 402 Deposited Plan 596153	Principal Unit		1161305
Principal Unit 403 Deposited Plan 596153	Principal Unit		1161306
Principal Unit 404 Deposited Plan 596153	Principal Unit		1161307
Principal Unit 405 Deposited Plan 596153	Principal Unit		1161308
Principal Unit 406 Deposited Plan 596153	Principal Unit		1161309
Principal Unit 407 Deposited Plan 596153	Principal Unit		1161310
Principal Unit 408 Deposited Plan 596153	Principal Unit		1161311
Principal Unit 411 Deposited Plan 596153	Principal Unit		1161312
Principal Unit 412 Deposited Plan 596153	Principal Unit		1161313
Principal Unit 413 Deposited Plan 596153	Principal Unit		1161314
Principal Unit 414 Deposited Plan 596153	Principal Unit		1161315
Principal Unit 415 Deposited Plan 596153	Principal Unit		1161316
Principal Unit 416 Deposited Plan 596153	Principal Unit		1161317
Principal Unit 417 Deposited Plan 596153	Principal Unit		1161318
Principal Unit 418 Deposited Plan 596153	Principal Unit		1161319
Accessory Unit 401A Deposited Plan 596153	Accessory Unit		1161304
Accessory Unit 402A Deposited Plan 596153	Accessory Unit		1161305
Accessory Unit 402B Deposited Plan 596153	Accessory Unit		1161305
Accessory Unit 403A Deposited Plan 596153	Accessory Unit		1161306
Accessory Unit 403B Deposited Plan 596153	Accessory Unit		1161306
Accessory Unit 404A Deposited Plan 596153	Accessory Unit		1161307
Accessory Unit 404B Deposited Plan 596153	Accessory Unit		1161307
Accessory Unit 405A Deposited Plan 596153	Accessory Unit		1161308



Title Plan - LT 596153

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Accessory Unit 405B Deposited Plan 596153	Accessory Unit		1161308
Accessory Unit 406A Deposited Plan 596153	Accessory Unit		1161309
Accessory Unit 406B Deposited Plan 596153	Accessory Unit		1161309
Accessory Unit 407A Deposited Plan 596153	Accessory Unit		1161310
Accessory Unit 407B Deposited Plan 596153	Accessory Unit		1161310
Accessory Unit 408A Deposited Plan 596153	Accessory Unit		1161311
Accessory Unit 411A Deposited Plan 596153	Accessory Unit		1161312
Accessory Unit 411B Deposited Plan 596153	Accessory Unit		1161312
Accessory Unit 412A Deposited Plan 596153	Accessory Unit		1161313
Accessory Unit 412B Deposited Plan 596153	Accessory Unit		1161313
Accessory Unit 413A Deposited Plan 596153	Accessory Unit		1161314
Accessory Unit 413B Deposited Plan 596153	Accessory Unit		1161314
Accessory Unit 414A Deposited Plan 596153	Accessory Unit		1161315
Accessory Unit 414B Deposited Plan 596153	Accessory Unit		1161315
Accessory Unit 415A Deposited Plan 596153	Accessory Unit		1161316
Accessory Unit 415B Deposited Plan 596153	Accessory Unit		1161316
Accessory Unit 416A Deposited Plan 596153	Accessory Unit		1161317
Accessory Unit 416B Deposited Plan 596153	Accessory Unit		1161317
Accessory Unit 417A Deposited Plan 596153	Accessory Unit		1161318
Accessory Unit 417B Deposited Plan 596153	Accessory Unit		1161318
Accessory Unit 418A Deposited Plan 596153	Accessory Unit		1161319
Accessory Unit 418B Deposited Plan 596153	Accessory Unit		1161319
Accessory Unit 450 Deposited Plan 596153	Accessory Unit		1161304
Accessory Unit 451 Deposited Plan 596153	Accessory Unit		1161312
Accessory Unit 452 Deposited Plan 596153	Accessory Unit		1161313
Accessory Unit 453 Deposited Plan 596153	Accessory Unit		1161305
Accessory Unit 454 Deposited Plan 596153	Accessory Unit		1161306
Accessory Unit 455 Deposited Plan 596153	Accessory Unit		1161314
Accessory Unit 456 Deposited Plan 596153	Accessory Unit		1161315
Accessory Unit 457 Deposited Plan 596153	Accessory Unit		1161307
Accessory Unit 458 Deposited Plan 596153	Accessory Unit		1161308
Accessory Unit 459 Deposited Plan 596153	Accessory Unit		1161316
Accessory Unit 460 Deposited Plan 596153	Accessory Unit		1161317
Accessory Unit 461 Deposited Plan 596153	Accessory Unit		1161309
Accessory Unit 462 Deposited Plan 596153	Accessory Unit		1161310
Accessory Unit 463 Deposited Plan 596153	Accessory Unit		1161318
Accessory Unit 464 Deposited Plan 596153	Accessory Unit		1161319
Accessory Unit 465 Deposited Plan 596153	Accessory Unit		1161311
Total Area		0.0000 Ha	



NOTES

1. EASEMENT PARCELS ZA AND ZC ADOPTED FROM
DP 588412

LEGEND

PU - PRINCIPAL UNIT

SCHEDULE OF EXISTING SUBJECT EASEMENTS IN GROSS				
PURPOSE	SITING	BURDENED LAND/SERVIENT TENEMENT	CREATED BY	DEFINED ON
RIGHT TO CONVEY TELECOMMUNICATIONS	ZA	LOT 500 DP 588412	12407335 A	DP 588412
RIGHT OF WAY	ZA ZC		12407335 A	



MCKENZIE & CO.

CLIENT:

PROJECT:

PARK GREEN

TITLE:

UNITS ON
LOT 4 & 500 DP 588412
GROUND FLOOR
OVERALL PLAN

PURPOSE OF ISSUE:

LT 596153 - SHEET 1 OF 5

SCALE:
1:750

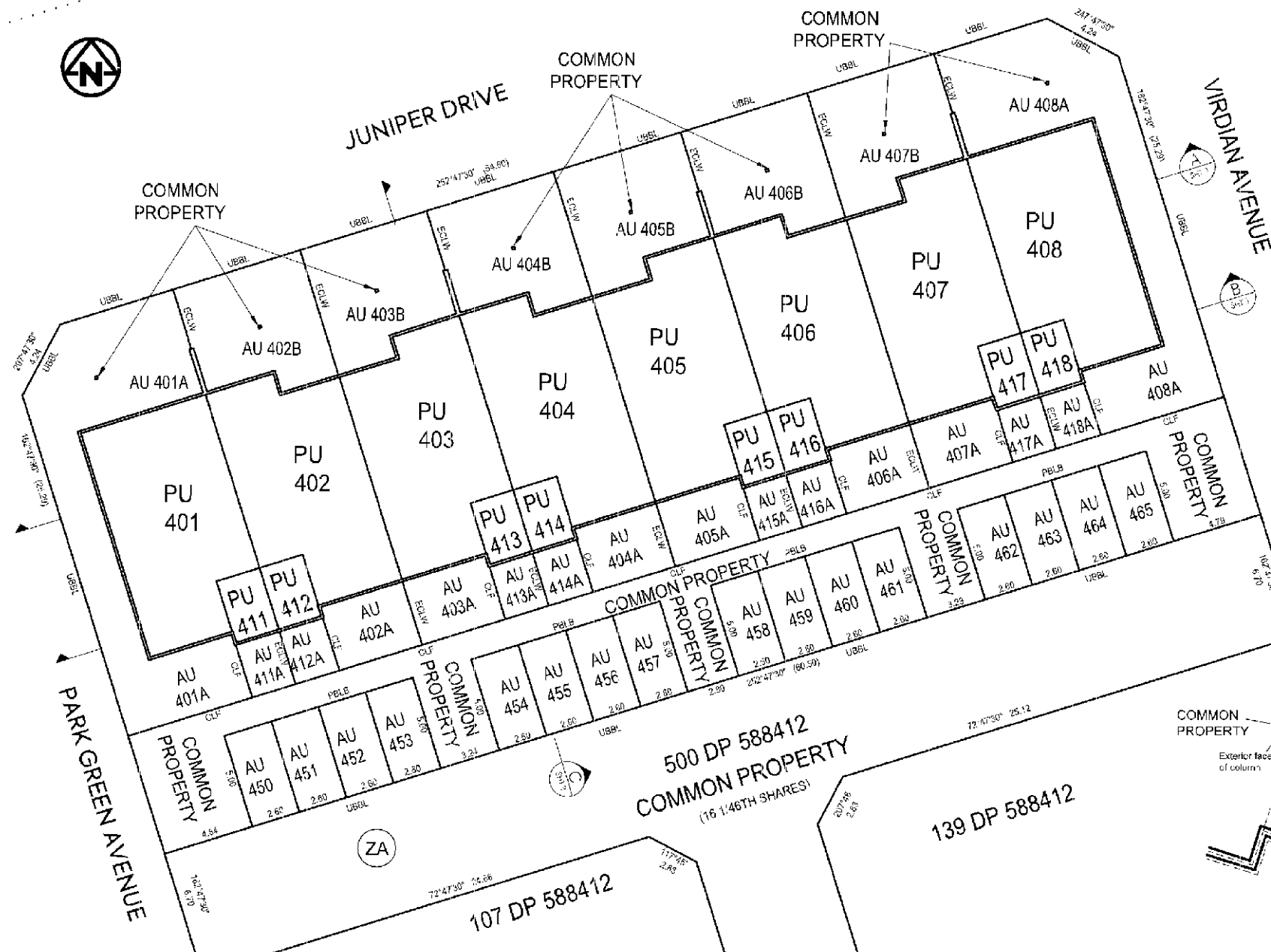
DO NOT SCALE

DRAWING NO.

PLAN GRAPHIC 1

REV

A



NOTES

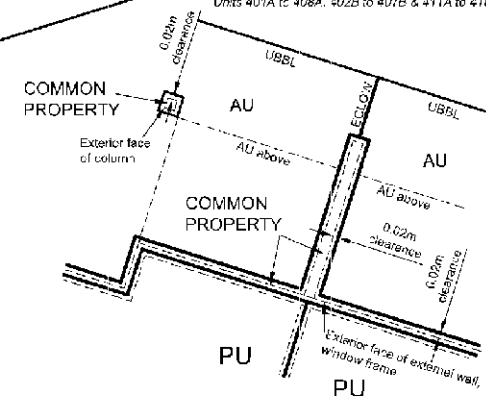
1. UNITS SHOWN OR DESCRIBED OTHERWISE. UNIT BOUNDARIES OF PUs ARE THE CENTERLINE OF WALLS, DOORS, GLAZING, FLOORS, ROOFS, AND IN THE CASE OF THE FIRST FLOOR UNITS THE BOUNDARY IS 0.15M ABOVE THE CEILING AND THE PROJECTIONS THEREOF WHERE APPLICABLE.
2. ACCESSORY UNITS 450 TO 465 ARE CAR PARKS. THE LOWER LIMIT OF THESE AUs IS 0.10M BELOW THE CONCRETE SURFACE AND THE UPPER LIMIT IS 2.50M ABOVE THE CONCRETE SURFACE. ALL CARPARKS ARE ORTHOGONAL.
3. ACCESSORY UNITS 401A TO 408A, 407B TO 407B AND 411A TO 418A ARE EXCLUSIVE OUTDOOR AREAS. UNITS SHOWN OR DESCRIBED OTHERWISE. UNIT BOUNDARIES OF AUs ARE 0.02M CLEAR OF THE EXTERIOR FACE OF EXTERNAL WALLS, COLUMNS, WINDOWS & FRAMES TOGETHER WITH THE PROJECTIONS THEREOF WHERE APPLICABLE. THE LOWER LEVEL OF THESE AUs IS 0.50M BELOW THE FINISHED FLOOR LEVEL OF THE ADJACENT PU AND UPPER LIMIT IS 2.20M ABOVE THE FINISHED FLOOR LEVEL OF THE ADJACENT PU. REFER DIAGRAM A BELOW.
4. REFER SHEET 1 FOR EASEMENT SCHEDULE

LEGEND

PU - PRINCIPAL UNIT
AU - ACCESSORY UNIT
UBBL - UNIT BOUNDARY IS BASE LAND BOUNDARY
PBLB - PARALLEL TO BASE LAND BOUNDARY
CLF - CENTRELINE OF FENCE
ECLW - EXTENSION OF CENTRELINE OF WALL

Diagram A:

Typical Unit Boundary definition for Accessory Units 401A to 408A, 402B to 407B & 411A to 418A



MCKENZIE & CO.

A. P. 10/1/20
REV. DESCRIPTION
DATE BY CHECKED BY DATE

CLIENT

PROJECT

PARK GREEN

TITLE

UNITS ON
LOT 4 & 500 DP 588412
GROUND FLOOR

PURPOSE OF ISSUE

LT 596153 - SHEET 2 OF 5

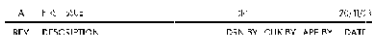
SCALE
1:200

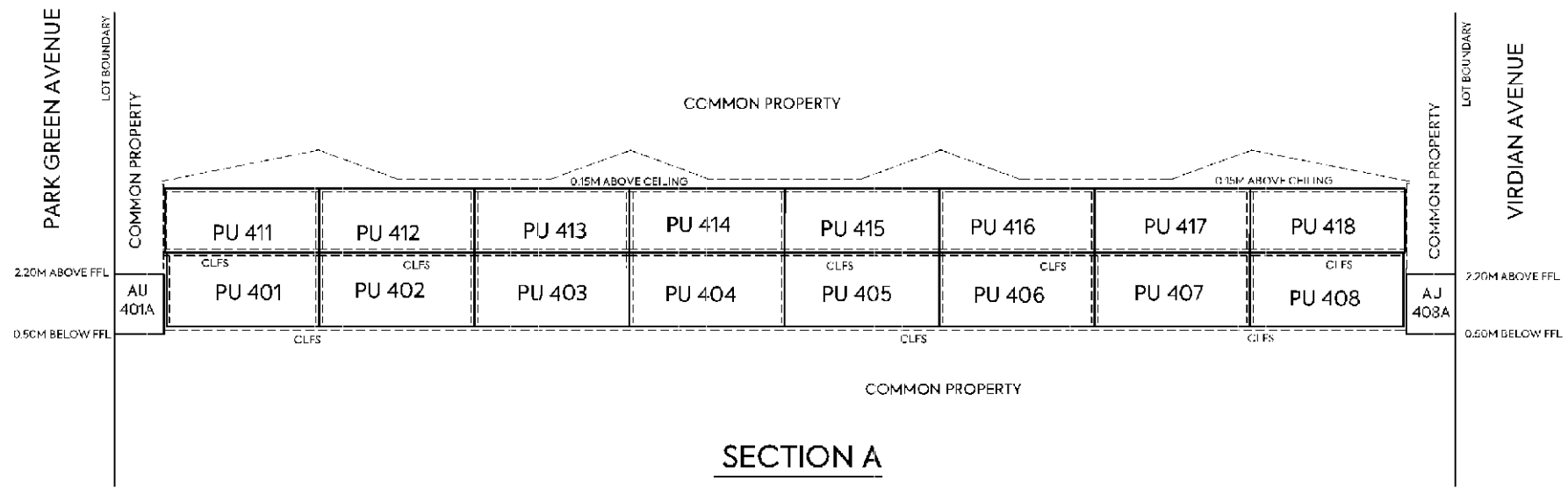
DATE OF SCALE

DRAWN BY

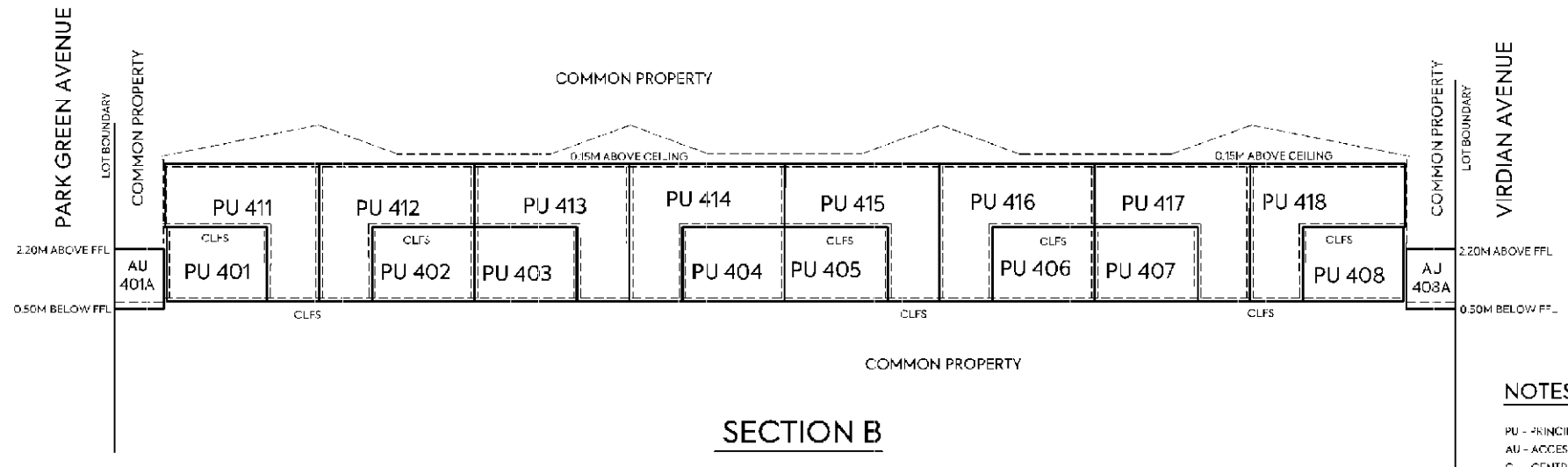
PLAN GRAPHIC 2

REV. A





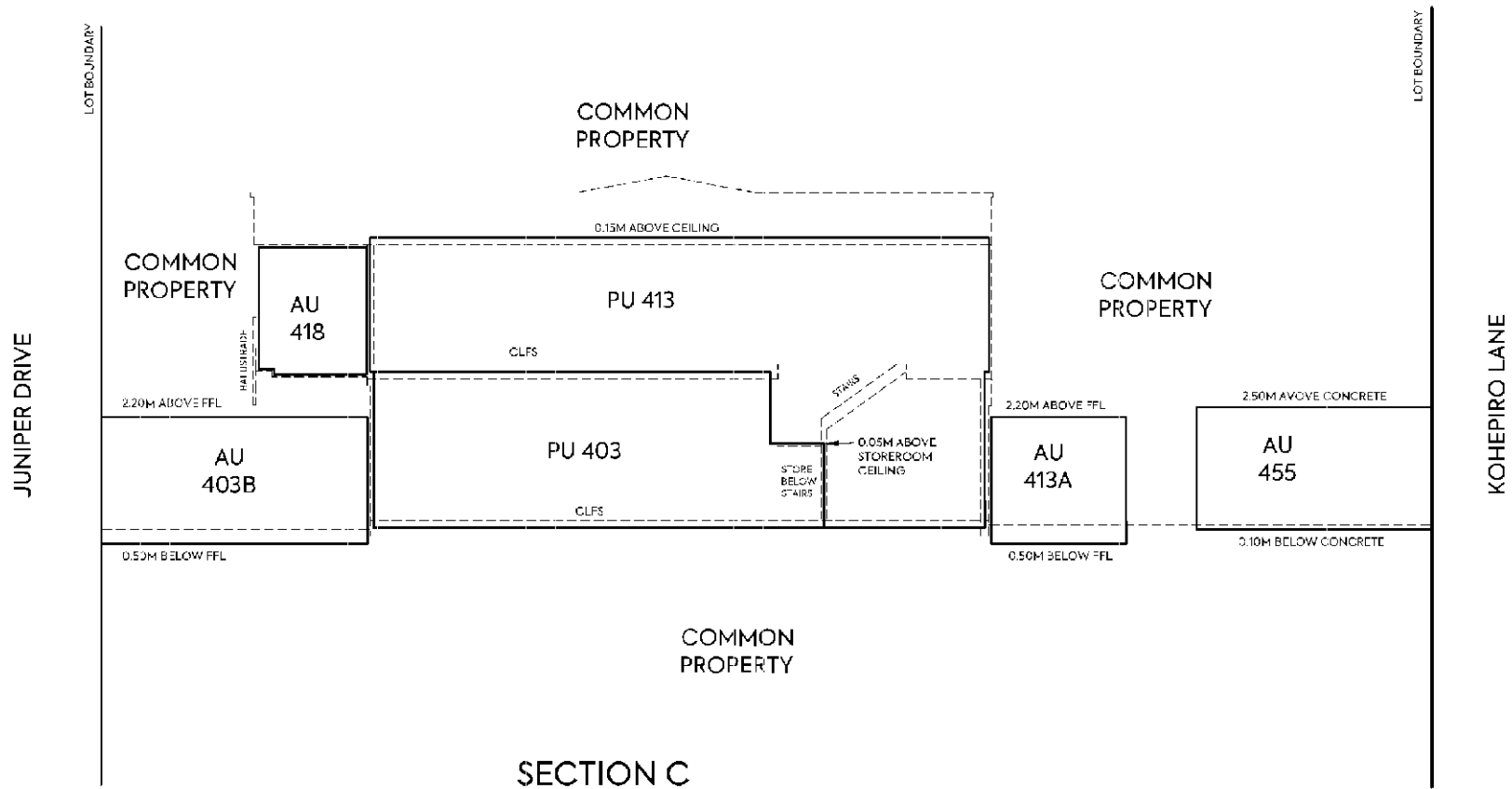
SECTION A



SECTION B

NOTES

- PU - PRINCIPAL UNIT
- AU - ACCESSORY UNIT
- CL - CENTRELINE
- CLFS - CENTRELINE OF FLOOR SLAB
- FFL - FINISHED FLOOR LEVEL



SECTION C

NOTES

- PU - PRINCIPAL UNIT
- AU - ACCESSORY UNIT
- CL - CENTRELINE
- CLFS - CENTRELINE OF FLOOR SLAB
- FFL - FINISHED FLOOR LEVEL

MCKENZIE & CO.			CLIENT:	PROJECT:	TITLE:	PURPOSE OF ISSUE:
				PARK GREEN	UNITS ON LOT 4 & 500 DP 588412 SECTION A	LT 596153 - SHEET 5 OF 5
						SCALE: 1:100
						DO NOT SCALE
						DRAWING NO. REV
						PLAN GRAPHIC 5 A



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**



Identifier 1126476
Land Registration District North Auckland
Date Issued 28 September 2023

Prior References
1017491

Estate	Fee Simple
Area	1702 square metres more or less
Legal Description	Lot 4 Deposited Plan 588412

Registered Owners
Fletcher Residential Limited

Estate	Fee Simple - 8/23 share
Area	1257 square metres more or less
Legal Description	Lot 500 Deposited Plan 588412

Registered Owners
Fletcher Residential Limited

Interests

Land Covenant in Covenant Instrument 12361218.8 - 14.4.2022 at 8:43 am (limited to duration)
Subject to Section 241(2) Resource Management Act 1991 (affects DP 588412)
12807335.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 28.9.2023 at 12:59 pm
(affects Lot 4 DP 588412)
Subject to a right of way (in gross) over part Lot 500 DP 588412 marked ZA & ZC on DP 588412 in favour of the
Auckland Council created by Easement Instrument 12807335.4 - 28.9.2023 at 12:59 pm
The easement created by Easement Instrument 12807335.4 is subject to Section 243(a) Resource Management
Act 1991
Subject to a right (in gross) to convey telecommunications over part Lot 500 DP 588412 marked ZA on DP
588412 in favour of Chorus New Zealand Limited created by Easement Instrument 12807335.6 - 28.9.2023 at 12:59
pm
12858809.1 Encumbrance to Kohepiro Shared Lane Society Incorporated - 24.10.2023 at 12:56 pm

View Instrument Details



Instrument No 12361218.8
Status Registered
Date & Time Lodged 14 April 2022 08:43
Lodged By Claydon, Leslie
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1009849	North Auckland
1009850	North Auckland
1009902	North Auckland
1017176	North Auckland
1017177	North Auckland
1017178	North Auckland
1017179	North Auckland
1017180	North Auckland
1017181	North Auckland
1017182	North Auckland
1017183	North Auckland
1017184	North Auckland
1017185	North Auckland
1017186	North Auckland
1017187	North Auckland
1017188	North Auckland
1017189	North Auckland
1017190	North Auckland
1017191	North Auckland
1017192	North Auckland
1017193	North Auckland
1017194	North Auckland
1017195	North Auckland
1017196	North Auckland
1017197	North Auckland
1017198	North Auckland
1017199	North Auckland
973119	North Auckland
973125	North Auckland
973127	North Auckland
973128	North Auckland
990406	North Auckland
990407	North Auckland
990408	North Auckland
990409	North Auckland
990410	North Auckland
990411	North Auckland
990412	North Auckland
990413	North Auckland
990414	North Auckland
990415	North Auckland
990416	North Auckland

990417 North Auckland
990418 North Auckland

Annexure Schedule Contains 8 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Gregory Neale Allen as Covenantor Representative for Fletcher Residential Limited on 06/04/2022 11:07 AM

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Anna Louise Hickmott as Covenantor Representative for Park Green Residential Limited on 07/04/2022 01:09 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Anna Louise Hickmott as Covenantee Representative on 07/04/2022 01:09 PM

***** End of Report *****

Annexure Schedule: Page:1 of 8

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

1. FLETCHER RESIDENTIAL LIMITED
2. PARK GREEN RESIDENTIAL LIMITED

Covenantee

PARK GREEN RESIDENTIAL LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of covenant	Shown	Burdened Land (Record of Title)	Benefitted Land (Record of Title) or in gross
No objections covenant	1. Lot 6 DP 556681 (RT 973119) Lots 28-40 (inclusive) DP 560785 (RT 990406- 990418 (inclusive) Lots 41-64 (inclusive) DP 567424 (RT 1017176- 1017199 (inclusive))	1. Lot 6 DP 556681 (RT 973119) Lots 28-40 (inclusive) DP 560785 (RT 990406- 990418 (inclusive) Lots 41-64 (inclusive) DP 567424 (RT 1017176- 1017199 (inclusive))	Lots 1000, 1002 & 1003 DP 556681 (RT 973125, 973127 & 973128) Lot 4000 DP 565400 (RT 1009902)
	2. Lots 9 & 10 DP 565400 (RT 1009849 & 1009850)	2. Lots 9 & 10 DP 565400 (RT 1009849 & 1009850)	

Annexure Schedule: Page:2 of 8

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number #8—memorandum number#, registered under section 209 of the Land Transfer Act 2017].~~

Annexure Schedule.

BACKGROUND

- A. The Covenantor is the owner of the Burdened Land.
- B. The Covenantee is the owner of the Benefitted Land.
- C. The Covenantor has agreed to enter into a covenant in favour of the Covenantee upon the terms set out in this covenant.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this instrument unless the context indicates otherwise:

Activities means:

- i) in respect of the Neighbourhood Centre, any development and construction of buildings and associated improvements for the purpose of the Commercial Activities only;
- ii) in respect of the Buffer Zone (excluding the Neighbourhood Centre), any development and construction of buildings and associated improvements for residential purposes not more than two storeys (excluding any basement and underground storyes); and
- iii) in respect of the balance of the Benefitted Land (excluding the Neighbourhood Centre and the Buffer Zone), any development and construction of buildings and associated improvements for residential purposes and other uses complementary to a residential housing development such as small-scale retail and local services and including the construction of a childcare centre and a retirement village,

including all earthworks, civil works, building works, landscaping and any other works (including any associated with the process of subdivision) necessary to develop and subdivide the Benefitted Land prior to such use;

Approvals includes any consent, approval, authorisation, exemption, licence, order or permit from any Authority required to construct, operate and maintain the Activities and includes without limitation any subdivision, land use discharge or other resource consent under the Resource Management Act 1991;

Authority means any corporation, local or regional body (including the Auckland Council), government or other authority having jurisdiction over the Lots or the Land (or any part thereof);

Benefitted Land means the land described as such in Schedule A;

Buffer Zone means that part or parts of the Benefitted Land that is:

- i) within:
 - a. 50 metres of the boundary of the Burdened Land; or
 - b. if a road separates any parts of the Benefitted Land and parts of the Burdened Land, 50 metres of the outer boundary of that road closest to those parts of the Burdened Land; and
- ii) within the Neighbourhood Centre;

Building Consent means a building consent for any building or structure on the Benefitted Land;

Burdened Land means the land described as such in Schedule A;

Commercial Activities means the use of the Neighbourhood Centre for any food stores retail shops, café, professional or medical services offices, childcare centres or other commercial activities that are complementary to a residential housing development;

Covenantor means the person named as Covenantor on the first page of this instrument and includes the Covenantor's successors in title as registered proprietors of the Burdened Land or any part of it, and where appropriate includes the Covenantor's agents, employees, contractors, tenants, licensees and invitees;

Covenantee means the person shown as Covenantee on the first page of this instrument and includes the Covenantee's successors in title as registered proprietors of the Benefitted Land or any part of it, and where appropriate includes the Covenantee's agents, employees, contractors, tenants, licensees and invitees;

Environmental Effects means any effects arising from the Activities which the Covenantor may find inconvenient including:

- i) noise or vibration;
- ii) dust, smoke or spray drift;
- iii) glare or light spill;
- iv) the effects of transportation (including noise and vibration) on access ways and roads;
- v) alteration or reduction in visual amenity;
- vi) vehicle and foot traffic; and
- vii) other effects of a similarly inconvenient nature;

Neighbourhood Centre means that part of Lot 1000 DP 556681 that will be developed for the Commercial Activities (being proposed Lot 4 on LT 567482); and

Planning Proposal includes any application for resource consent, plan change or a variation of any nature under or to the relevant Authority's District Plan or Proposed District Plan; and

Working Day has the meaning given to it in the Property Law Act 2007.

1.2 In this instrument, unless the context indicates otherwise:

Defined Expressions: expressions defined in the main body of this instrument have the defined meaning throughout this instrument, including the background;

Headings: clause and other headings are for ease of reference only and will not affect this instrument's interpretation;

Persons: references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;

Plural and Singular: references to the singular include the plural and vice versa;

Clauses/Schedules/Attachments: references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this instrument and each such schedule and attachment forms part of this instrument;

Statutory Provisions: references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;

Negative Obligations: any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done; and

Inclusive Expressions: the term includes or including (or any similar expression) is deemed to be followed by the words without limitation.

2. COVENANTS

The Covenantor for itself, and its successors in title to the Burdened Land (or any part of it), covenants and agrees with the Covenantee, and its successors in title to the Benefitted Land (or any part of it), that the Covenantor will and at all times observe and perform all the stipulations and restrictions contained in this instrument to the end and intent that each of the stipulations and restrictions will, in the matter and to the extent prescribed, forever be for the benefit of, and be appurtenant to, the whole of the Benefitted Land and every part of it. In particular, the Covenantor acknowledges and agrees that:

2.1 the Covenantee is entitled to carry out the Activities on the Benefitted Land;

2.2 the Covenantor will not:

- a) at any time lodge or support in any way, or permit to be lodged or procure, directly or indirectly, any other party to lodge, any submission or objection with any Authority (including, without limitation, taking part in any hearing, appeal or reference) against:
 - i) any Planning Proposal to rezone, subdivide, develop or use the Benefitted Land and any associated Environmental Effects; and
 - ii) any application for a Building Consent,
for the purposes of the Activities;
- b) make any demand for damages, costs or expenses, bring any legal action in nuisance or any other action in law or allege any liability arising out of or from:
 - i) any Planning Proposal to rezone, subdivide, develop or use the Benefitted Land for the Activities; or
 - ii) any application for a Building Consent;
- c) make any demand for damages, costs or expenses, bring any legal action in nuisance or any other action in law or allege any liability arising out of or from:
 - i) the Activities; and
 - ii) the Environmental Effects generated by the Activities,
provided that:
 - iii) the Covenantee has obtained all Approvals necessary for the Activities;
 - iv) the Activities are carried out in compliance with any Approvals and all relevant laws; and

- v) the Covenantor has used reasonable endeavours to mitigate any Environmental Effects (including putting in place appropriate mitigation measures) in accordance with good industry practice;
 - d) do or permit to be done any act, matter or thing intended to restrict or inhibit, or which has the effect of restricting or inhibiting, any Activities provided the Activities are being carried out in compliance with any Approvals and all relevant laws; and
 - e) aid, abet, counsel or procure any other person or entity to exercise any of the actions restricted in clause 2.2(a) to 2.2(d) (inclusive) above.
- 2.3 Despite anything in this clause 2, this instrument does not restrict the Covenantor from being able to (to the extent legally possible):
- a) at any time, lodge or support in any way, or permit to be lodged or procure, directly or indirectly, any other party to lodge, any submission or objection with any Authority (including, without limitation, taking part in any hearing, appeal or reference) against; and
 - b) make any demand for damages, costs or expenses, bring any legal action in nuisance or any other action in law or allege any liability arising out of or from,
- any Planning Proposal by the Covenantor to change the zoning of the Buffer Zone and/or the Neighbourhood Centre existing at the date of registration of this instrument.
- 3. BREACH OF COVENANTS / INDEMNITY**
- 3.1 If the Covenantor breaches or fails to observe any of the covenants and restrictions contained or implied in this instrument, and that breach or failure is capable of being remedied (without prejudice to any other liability which the Covenantor may have to the Covenantor), the Covenantor will upon written demand being made by the Covenantor do all things necessary to remedy any breach or non-observance within ten (10) Working Days from the date of receipt of that written demand.
- 3.2 Despite clause 3.1, the Covenantor acknowledges and agrees that damages may not be an adequate remedy in the event of a breach of any covenant or restriction contained or implied in this instrument.
- 3.3 The Covenantor covenants with the Covenantor that the Covenantor will at all times indemnify the Covenantor:
- a) for all damages and any direct losses suffered by the Covenantor; and
 - b) from all proceedings, costs, claims and demands,
- in respect of any breach by the Covenantor of the covenants and restrictions contained or implied in this instrument on behalf of the Covenantor provided that notwithstanding any other term in this instrument, a party shall not be liable to the other party for any consequential or indirect losses or damages arising in respect of any breach by the Covenantor of the covenants and restrictions contained or implied in this instrument.

4. COVENANTS TO BIND SUCCESSORS

For the avoidance of doubt, the parties covenant and agree that, notwithstanding any rule of law or equity to the contrary:

- 4.1 the covenants contained or implied in this instrument will be deemed to have been made by the parties for themselves and their respective successors in title and any person deriving title under them and will have effect as if those successors and other persons were expressed; and
- 4.2 the parties and their successors and persons deriving title and interest under them will be deemed to include the owners and occupiers for the time being of the land (being both the Burdened Land and the Benefitted Land),

and the Covenantor covenants with the Covenantee that where it grants a lease, tenancy or any other occupation rights over the Burdened Land (or any part of it) it will ensure that such lessee, tenant or occupier is provided with a copy this instrument and to keep the Covenantee safe, harmless and indemnified (in the manner set out in clause 3) from any breach of this covenant by such lessee, tenant or occupier.

5. LIMITED LIABILITY

Despite anything in clause 4, the Covenantor, and its successors in title, will only be liable for breaches of the Covenants that occur while they are registered as owner of the Burdened Land.

6. NO POWER TO TERMINATE

There is no implied power in this instrument for the Covenantor to terminate the covenants and restrictions contained or implied in this instrument due to the Covenantee breaching any term of this instrument or for any other reason, unless the Covenantee releases the Covenantor from the same and except as set out in clause 7 below.

7. EXPIRY/EXTINGUISHMENT

- 7.1 This instrument shall expire and cease to have effect on 31 March 2040.
- 7.2 Following expiry of this instrument, each party will do all things and sign all documents reasonably required to revoke this instrument and remove the instrument from the titles to the Benefitted Land and the Burdened Land.
- 7.3 Despite anything else in this instrument, where any part or parts of the Benefitted Land or the Burdened Land are further subdivided, the Covenantor and the Covenantee both acknowledge and agree that this instrument will be extinguished and partially cancelled in relation to any part or parts of the Benefitted Land or the Burdened Land that are to be vested in Auckland Council on deposit of a subdivision plan identifying the land so to vest (the **Released Land**). No further consents of either the Covenantor or the Covenantee shall be required in order to effect the extinguishment or partial cancellation and any such consents that would otherwise have been required shall be deemed to have been given. In the event that any further act is required from either the Covenantor and/or the Covenantee, including the signing of additional documents, and the Covenantor and/or Covenantee has failed to complete such act or sign such document within a reasonable time, then the Covenantor and the Covenantee both irrevocably appoint the other as their attorney (as applicable) to do anything necessary, and sign all documents needed, to register a partial cancellation of this instrument in relation to the Released Land.

8. NO OBLIGATION TO ENFORCE

There is no obligation on the Covenantee to enforce the covenants and restrictions contained or implied in this instrument on any one or more Covenantors or any other parties.

Annexure Schedule: Page:8 of 8

9. DISPUTE RESOLUTION

- 9.1 If any dispute arises between the parties concerning the interpretation of this instrument, or anything in relation to or arising out of the covenants and restrictions contained or implied in this instrument, the parties will try in good faith to settle the matter by negotiation or mediation.
- 9.2 If the parties are unable to resolve the dispute within ten (10) Working Days of either party giving notice to the other that the party is invoking this dispute resolution mechanism, then the dispute will be referred to mediation.
- 9.3 If the parties are unable to resolve the dispute within twenty (20) Working Days of either party giving notice to the other that the party is invoking this dispute resolution mechanism, the dispute will be referred to a sole arbitrator.
- 9.4 The parties must try to agree on the arbitrator. If they cannot agree, the President for the time being of the New Zealand Law Society (or his or her nominee) will, on either party's application, nominate the arbitrator.
- 9.5 The arbitration will be governed by the Arbitration Act 1996 and the arbitral award will be final and binding on the parties.

10. NOTICES

- 10.1 Any notice or document required or authorised to be given under this instrument may be delivered or sent in any manner mentioned in sections 354-361 of the Property Law Act 2007 and will be treated as given or served and received in the manner provided in that Act.
- 10.2 Any notice or document to be served or given may be signed by any attorney, officer, employee or solicitor for the party serving or giving the notice or by any other person authorised by that party.

11. PARTIAL INVALIDITY

If any provision of this instrument is or becomes invalid or unenforceable, that provision will be deemed deleted from this instrument. The invalidity or unenforceability of that provision will not affect the other provisions in this instrument, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

12. COSTS

- 12.1 The parties will each pay their own legal costs and disbursements directly or indirectly attributable to the preparation, execution and registration of this instrument and any discharge or partial surrender of this instrument.
- 12.2 The Covenantor will pay the Covenantee's legal costs and disbursements directly attributable to the enforcement of this instrument and the covenants and restrictions contained or implied in this instrument.

View Instrument Details



Instrument No 12807335.3
Status Registered
Date & Time Lodged 28 September 2023 12:59
Lodged By Plumtree, Kim Sheree
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
1126475	North Auckland
1126476	North Auckland
1126477	North Auckland
1126478	North Auckland
1126479	North Auckland
1126480	North Auckland
1126481	North Auckland
1126482	North Auckland
1126483	North Auckland
1126484	North Auckland
1126485	North Auckland
1126486	North Auckland
1126487	North Auckland
1126488	North Auckland
1126489	North Auckland
1126490	North Auckland
1126491	North Auckland
1126492	North Auckland
1126493	North Auckland
1126494	North Auckland
1126495	North Auckland
1126496	North Auckland
1126497	North Auckland
1126498	North Auckland
1126499	North Auckland
1126500	North Auckland
1126501	North Auckland
1126502	North Auckland
1126503	North Auckland
1126504	North Auckland
1126505	North Auckland
1126506	North Auckland
1126507	North Auckland
1126508	North Auckland
1126509	North Auckland
1126510	North Auckland
1126511	North Auckland
1126512	North Auckland
1126513	North Auckland
1126514	North Auckland
1126515	North Auckland
1126516	North Auckland

1126517	North Auckland
1126518	North Auckland
1126519	North Auckland
1126520	North Auckland
1126521	North Auckland
1126522	North Auckland
1126523	North Auckland
1126524	North Auckland
1126525	North Auckland
1126526	North Auckland
1126527	North Auckland
1126528	North Auckland
1126529	North Auckland
1126530	North Auckland
1126531	North Auckland
1126532	North Auckland
1126533	North Auckland
1126534	North Auckland
1126535	North Auckland
1126536	North Auckland
1126537	North Auckland
1126538	North Auckland
1126539	North Auckland

Annexure Schedule Contains 3 Pages.

Signature

Signed by Gregory Neale Allen as Territorial Authority Representative on 27/09/2023 04:50 PM

***** End of Report *****

in the matter	of the Resource Management Act 1991 (The Act)
and	
in the matter	of a subdivision of land in the North Auckland Land Registration District shown on DP 588412

CONSENT NOTICE

(Pursuant to Section 221 of the Act)

I hereby certify that THE AUCKLAND COUNCIL granted its consent BUN60391060 SUB60391063 (Stage 2) and BUN60393262 SUB60393265 (Stages 2A and 2C) (CCT90108274-1) to the subdivision of Lot 5 DP 567482 shown on DP 588412 subject to conditions, including the requirement of the owners of Lots 2, 4 and 107 – 169 (inclusive) DP 588412 to comply with the following conditions on a continuing basis at no cost to the Council.

Condition 51 of SUB60391063 and Condition 18 of SUB60393265 – Geotechnical Requirements – Lots 2, 4 and 107 – 169 (inclusive) DP 588412

Any development(s) on Lots 2, 4 and 107 – 169 (inclusive) DP 588412 shall adhere to the recommendations contained within the report titled '*Park Estate Stage 2 Residential Subdivision at 180 Park Estate Road, Hingaia Geotechnical Completion Report*' prepared by Tetra Tech Coffey referenced 773-AKLGE270525AA-AT and dated 7 July 2023.

Condition 23 of SUB60393265 – Incorporated Society – Lots 4, 107 – 121 (inclusive) and 124 – 138 (inclusive) DP 588412

Lots 4, 107 – 121 (inclusive) and 124 – 138 (inclusive) DP 588412 are served or serviced by common assets (driveway, landscaping and all lighting infrastructure located within the vehicle access), which are located within Lot 500 DP 588412. The owners of Lots 4, 107 – 121 (inclusive) and 124 – 138 (inclusive) DP 588412 must be members of the established Incorporated Society that commonly owns and are responsible and liable for the ongoing operation, maintenance and repair of the common assets (driveway, landscaping, all lighting infrastructure and any other common assets located within the vehicle access) located within Lot 500 DP 588412. All members must abide by the rules of the Society for as long as they are owners of Lots 4, 107 – 121 (inclusive) and 124 – 138 (inclusive) DP 588412.

Condition 24 of SUB60393265 – Fencing Restrictions – Lots 109 – 120 (inclusive), 126 – 133 (inclusive), 135 and 136 DP 588412

For Lots 109 – 120 (inclusive), 126 – 133 (inclusive), 135 and 136 DP 588412, unless otherwise authorised and/or constructed as part of Land Use Consent LUC60393264, no fencing shall be constructed in between adjoining parking pads.

Condition 25 of SUB60393265 – Vehicle Access Restrictions – Lots 107 – 121 (inclusive) and 123 – 139 (inclusive) DP 588412

For Lots 107 – 121 (inclusive) and 123 – 139 (inclusive) DP 588412, unless otherwise authorised and/or constructed as part of Land Use Consent LUC60393264, no new vehicle access shall be constructed directly from the adjacent roads (being Park Green Avenue and Viridian Avenue).

Condition 26 of SUB60393265 – Construction of Dwellings – Lots 107 – 139 (inclusive) DP 588412

Lots 107 – 139 (inclusive) DP 588412 have been created in accordance with the approved land use resource consent referenced LUC60393264 (BUN60393262). All development on Lots 107 – 139 (inclusive) DP 588412 must be in accordance with the approved land use resource consent referenced LUC60393264 (BUN60393262), including all its conditions. If this land use resource consent lapses prior to being given effect to, then a new land use resource consent will be required, unless the proposed use and development of Lots 107 – 139 (inclusive) DP 588412 is otherwise able to be undertaken as a permitted activity.

Condition 39 – Incorporated Society – Lots 140 – 157 (inclusive) DP 588412

Lots 140 – 157 (inclusive) DP 588412 are served or serviced by common assets (landscaping and all lighting infrastructure located within the vehicle access), which are located within Lot 501 DP 588412. The owners of Lots 140 – 157 (inclusive) DP 588412 must be members of the established Incorporated Society that commonly owns and is responsible and liable for the ongoing operation, maintenance and repair of the common assets (driveway, landscaping, and all lighting infrastructure and any other common assets located within the vehicle access) located within Lot 501 DP 588412. All members must abide by the rules of the Society for as long as they are owners of Lots 140 – 157 (inclusive) DP 588412.

Condition 40 – Fencing Restrictions – Lots 141 – 146 (inclusive), 150 – 157 (inclusive), 168 and 169 DP 588412

For Lots 141 – 146 (inclusive), 150 – 157 (inclusive), 168 and 169 DP 588412, unless otherwise authorised and/or constructed as part of Land Use Consent LUC60393264, no fencing shall be constructed in between adjoining parking pads.

Condition 41 – Vehicle Access Restrictions – Lots 140 – 157 (inclusive) and 162 – 169 (inclusive) DP 588412

Lots 140 – 157 (inclusive) and 162 – 169 (inclusive) DP588412, unless otherwise authorised and/or constructed as part of Land Use Consent LUC60393264, no new vehicle access shall be constructed directly from the adjacent road (Juniper Drive, Wintergarden Avenue and Viridian Avenue).

Condition 42 of SUB60393265 – Construction of Dwellings – Lots 140 – 169 (inclusive) DP 588412

Lots 140 – 169 (inclusive) DP 588412 have been created in accordance with the approved land use resource consent referenced LUC60393264 (BUN60393262). All development on Lots 140 – 169 (inclusive) DP 588412 must be in accordance with the approved land use resource consent referenced LUC60393264 (BUN60393262), including all its conditions. If this land use resource consent lapses prior to being given effect to, then a new land use resource consent will be required, unless the proposed use and development of Lots 140 – 169 (inclusive) DP 588412 is otherwise able to be undertaken as a permitted activity.

Stormwater Management – Lots 2, 4 and 107 – 169 (inclusive) DP 588412

For sites that have a connection to a reticulated stormwater network that discharges to a stream and/or wetland, all new impervious surfaces of 50m² or more shall be subject to stormwater management devices designed to provide:

- a. Retention (volume reduction) of at least 5mm of run-off depth; and
- b. Detention (temporary storage) and a drain down period of 24 hours for the difference between the pre-development and post-development run-off volumes from the 90th percentile, 24-hour rainfall event minus the provided retention volume (i.e., 11.5mm depth where the retention volume is 5mm of run-off depth).

For sites that have a connection to a reticulated stormwater network that discharges to the coast, no retention or detention of stormwater from proposed impervious surfaces is required.

Any departures from the Hingaia 1 Precinct provisions of the Auckland Unitary Plan Operative in Part are authorised by resource consent LUC60343388 (BUN60343386).

Dated at Manukau this 25th day of September 2023.

Authenticated by the Council pursuant to
Section 221(2) of the Resource Management Act 1991



M Ali (Senior Subdivision Advisor)

Authorised officer under delegated authority

View Instrument Details



Instrument No 12807335.4
Status Registered
Date & Time Lodged 28 September 2023 12:59
Lodged By Plumtree, Kim Sheree
Instrument Type Easement Instrument



Affected Records of Title	Land District
1126476	North Auckland
1126477	North Auckland
1126478	North Auckland
1126479	North Auckland
1126480	North Auckland
1126481	North Auckland
1126482	North Auckland
1126483	North Auckland
1126484	North Auckland
1126485	North Auckland
1126486	North Auckland
1126487	North Auckland
1126488	North Auckland
1126489	North Auckland
1126490	North Auckland
1126491	North Auckland
1126494	North Auckland
1126495	North Auckland
1126496	North Auckland
1126497	North Auckland
1126498	North Auckland
1126499	North Auckland
1126500	North Auckland
1126501	North Auckland
1126502	North Auckland
1126503	North Auckland
1126504	North Auckland
1126505	North Auckland
1126506	North Auckland
1126507	North Auckland
1126508	North Auckland
1126510	North Auckland
1126511	North Auckland
1126512	North Auckland
1126513	North Auckland
1126514	North Auckland
1126515	North Auckland
1126516	North Auckland
1126517	North Auckland
1126518	North Auckland
1126519	North Auckland
1126520	North Auckland

1126521	North Auckland
1126522	North Auckland
1126523	North Auckland
1126524	North Auckland
1126525	North Auckland
1126526	North Auckland
1126527	North Auckland

Annexure Schedule Contains 5 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Gregory Neale Allen as Grantor Representative on 27/09/2023 04:51 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Alastair James Pettitt as Grantee Representative on 28/09/2023 12:47 PM

***** End of Report *****

Annexure Schedule: Page:1 of 5

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE

(Section 109 Land Transfer Act 2017)

Grantor

FLETCHER RESIDENTIAL LIMITED

Grantee

AUCKLAND COUNCIL

Grant of Easement, or Profit à prendre

The Grantor, being the registered owner of the Burdened Land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s), or profit(s) à prendre set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and Extent) of Easement, or Profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	"ZA and ZC" on Deposited Plan 588412	Lot 500 DP 588412 (part records of title 1126476-1126491 (inclusive), 1126494-1126508 (inclusive))	In Gross
	"ZB" on Deposited Plan 588412	Lot 501 DP 588412 (part records of title 1126510-1126527 (inclusive))	

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby ~~varied~~ ~~negative~~ ~~added to~~ or ~~substituted~~ by the provisions set out in the Annexure Schedule.

ANNEXURE SCHEDULE

Easement rights and powers (including terms, covenants and conditions)

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this instrument, capitalised words have the meanings given to the, as follows:

Driveway means the Driveway formed or to be formed on the Easement Area.

Easement Area means the area that is shown:

- (a) "ZA and ZC" on Deposited Plan 588412; and
- (b) "ZB" on Deposited Plan 588412.

Grantee means Auckland Council and includes Auckland Council's agents, officers, workmen and contractors and other invitees of the Grantee.

Grantor:

- (c) means the registered owner of the burdened land; and
- (d) includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor.

Restricted Purpose means the collection of all Refuse.

Refuse means all kinds of waste, rubbish and recycling material.

2. RIGHT OF WAY

2.1 A right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all reasonable times, to go over and along the Driveway for the Restricted Purpose. The Grantee is not entitled to exercise this right for other than the Restricted Purpose.

2.2 The right to go over and along the Easement Area includes the right to go over and along the Driveway with or without any kind of tools, vehicles, equipment and materials used to collect Refuse, including stopping, starting and other manoeuvring as required for the Restricted Purpose.

2.3 A right of way includes:

- (a) the right to have the Driveway kept clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the Driveway for the Restricted Purpose; and
- (b) the right for persons wishing to have Refuse collected by the Grantee to place Refuse bins or other containers authorised by the Grantee for Refuse collection on the Driveway to enable the grantee to collect the Refuse in them, and for the Grantee to leave the bins or other containers on the Driveway after they have been emptied.

3. GENERAL RIGHTS

- 3.1 The easements referred to in this schedule include the right to use any Driveway already situated on the Easement Area.
- 3.2 The Grantor must not do and must not allow to be done on the burdened land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Driveway.
- 3.3 The Grantor releases the Grantee from all liability of any nature for any claims, loss, costs, and damages of any nature whatsoever, arising from the exercise or non-exercise by the Grantee of its rights and obligations under the easements created by this instrument.

4. REPAIR, MAINTENANCE AND COSTS

- 4.1 The Grantor will at their cost arrange for the construction, repair, maintenance and replacement of the Driveway and shall keep the Driveway in good, tidy, clean and safe order and condition at all times to the standard the Grantee reasonably requires, so that it is suitable for Refuse collection. The Grantor will modify the Easement Area if the Grantee reasonably requires to accommodate the Grantee's then current Refuse collection system, vehicles, machinery and implements.

5. RIGHTS OF ENTRY

- 5.1 For the purpose of performing any duty or in the exercise of any rights conferred under this instrument, the Grantee may:
- (a) enter upon the burdened land by a reasonable route and with all necessary tools, vehicles, equipment and materials;
 - (b) remain on the burdened land for a reasonable time for the sole purpose of completing the necessary work; and
 - (c) leave any equipment or materials on the burdened land for a reasonable time if work is proceeding.
- 5.2 The Grantee must:
- (a) ensure that as little damage or disturbance as possible is caused to the burdened land or to the Grantor;
 - (b) ensure that all work carried out in accordance with this clause 5 is performed in a proper manner and is completed promptly; and
 - (c) immediately make good any damage done to the burdened land by restoring the surface of the land as nearly as possible to its former condition.

6. DEFAULT

6.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this instrument:

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation;
- (b) if, at the expiry of the 7-working day period, the party in default has not met the obligation, the other party may:
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the burdened land;
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

7. DISPUTES

7.1 If a dispute in relation to an easement arises between parties who have a registered interest under the easement:

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party;
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
 - (i) the dispute must be referred to arbitration under the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator agreed by the parties or, failing agreement, appointed by the President of the Auckland District Law Society.

8. REGULATORY

This instrument does not bind the Grantee in its capacity as a regulatory authority in any way, and any consent or agreement the Grantee gives under this instrument is not an agreement or consent in its regulatory capacity and vice versa. When acting in its regulatory capacity, the Grantee is entitled to consider all applications to it without regard to this instrument. The Grantee will not be liable to the Grantor if, in its regulatory capacity, it declines or imposes conditions on, any consent

Annexure Schedule: Page:5 of 5

or permission that the Grantor or anyone else seeks for any purpose associated with this instrument.

9. MISCELLANEOUS

- 9.1 The easements created by this instrument are not in substitution for, and their creation is without prejudice to any statutory rights, powers and limitations on liability of the Grantee, from time to time in respect of the burdened land.
- 9.2 The Grantor must not surrender, merge, modify, or extinguish the easements created by this instrument without the prior consent of the Grantee.
- 9.3 The Grantor will pay the Grantee's reasonable legal costs and disbursements in respect of the preparation and registration of this instrument, and any consent or other matters arising in relation to it.

View Instrument Details



Instrument No 12807335.6
Status Registered
Date & Time Lodged 28 September 2023 12:59
Lodged By Plumtree, Kim Sheree
Instrument Type Easement Instrument



Affected Records of Title	Land District
1126476	North Auckland
1126477	North Auckland
1126478	North Auckland
1126479	North Auckland
1126480	North Auckland
1126481	North Auckland
1126482	North Auckland
1126483	North Auckland
1126484	North Auckland
1126485	North Auckland
1126486	North Auckland
1126487	North Auckland
1126488	North Auckland
1126489	North Auckland
1126490	North Auckland
1126491	North Auckland
1126494	North Auckland
1126495	North Auckland
1126496	North Auckland
1126497	North Auckland
1126498	North Auckland
1126499	North Auckland
1126500	North Auckland
1126501	North Auckland
1126502	North Auckland
1126503	North Auckland
1126504	North Auckland
1126505	North Auckland
1126506	North Auckland
1126507	North Auckland
1126508	North Auckland
1126510	North Auckland
1126511	North Auckland
1126512	North Auckland
1126513	North Auckland
1126514	North Auckland
1126515	North Auckland
1126516	North Auckland
1126517	North Auckland
1126518	North Auckland
1126519	North Auckland
1126520	North Auckland

1126521	North Auckland
1126522	North Auckland
1126523	North Auckland
1126524	North Auckland
1126525	North Auckland
1126526	North Auckland
1126527	North Auckland

Annexure Schedule Contains 4 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Gregory Neale Allen as Grantor Representative on 27/09/2023 04:51 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Gregory Neale Allen as Grantee Representative on 27/09/2023 04:51 PM

***** End of Report *****

Easement instrument to grant easement or *profit à prendre*
Section 109, Land Transfer Act 2017

Grantor

Surname(s) must be underlined.

FLETCHER RESIDENTIAL LIMITED

Grantee

Surname(s) must be underlined.

CHORUS NEW ZEALAND LIMITED

Grant of Easement or *Profit à prendre*

The Grantor, being the registered owner of the Burdened Land set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s)* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional Annexure Schedule, if required.

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey telecommunications	ZA on DP 588412	Lot 500, DP 588412 (Part RT 1126476 to 1126491 (inclusive) and 1126494 to 1126508 (inclusive))	Chorus New Zealand Limited (in gross)
	ZB on DP 588412	Lot 501, DP 588412 (Part RT 1126510 to 1126527 (inclusive))	

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are ~~varied/negated/added to or substituted~~ by:

Memorandum number _____, registered under section 209 of the Land Transfer Act 2017, the provisions set out in the Annexure Schedule.

Annexure Schedule

Insert type of instrument

Easement Dated Page of Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Easement rights and powers":

1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 5 of the Land Transfer Regulations 2018 ("the Fifth Schedule") and where the terms of this easement are in conflict with either the Fifth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Burdened Land, the terms of this easement shall prevail.

2 Grant of Easement

2.1 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:

- (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works on, in, over and under the Easement Land (and for the avoidance of doubt, the Grantor's consent shall be deemed for the purposes of clause 10(1)(b) of Schedule 5 of the Land Transfer Regulations 2018 by virtue of this easement);
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Burdened Land for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any access ways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Burdened Land as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
- (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications without interruption or impediment,

provided however that nothing shall compel the Grantee to exercise the above rights at any time or in a particular way

3 Grantee's Covenants

3.1 The Grantee shall be responsible for:

- (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
- (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Burdened Land.

3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Burdened Land and to any building or building improvement (including, without limitation, any interior fitout) located on the Burdened Land.

3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Burdened Land (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

3

of

4

Pages

Continue in additional Annexure Schedule, if required.

easement as reasonably close as possible to the original condition of the Burdened Land prior to such damage and to the reasonable satisfaction of the Grantor.

4 Access

4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Burdened Land (including, for the avoidance of doubt, any areas of Common Property on the Burdened Land) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.

4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Burdened Land (except in the case of an Emergency, when notice will not be required) and for the avoidance of doubt, clause 12(2) of Schedule 5 the Land Transfer Regulations 2018 does not apply. Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Burdened Land and the Easement Land.

5 Grantor's Covenants

5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):

- (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times at the Grantor's cost remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this easement; or
- (b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or
- (c) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or
- (d) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

6 Removal

6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Burdened Land.

Annexure Schedule

Insert type of instrument

Easement	Dated		Page	4	of	4	Pages
----------	-------	--	------	---	----	---	-------

Continue in additional Annexure Schedule, if required.

6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.

7 Further Assurances

7.1 Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.

8 Telecommunications Act 2001 and End User Terms

8.1 Notwithstanding anything to the contrary in this easement, the terms contained in this easement shall be without prejudice to, and do not reduce or limit, the rights and powers of the Grantee under the Telecommunications Act 2001 or any other document or arrangement conferring rights or powers on the Grantee in relation to Lines and Works at the Burdened Land, and the Grantee may, in its discretion, rely on or exercise any of its rights and powers, whether in addition to or instead of the rights and powers granted by this easement.

9 Definitions and interpretation

9.1 In this easement:

- (a) **"Common Property"** has the same meaning ascribed to that term under the Unit Titles Act 2010.
- (b) **"Easement Land"** means that part of the Burdened Land identified in Schedule A in this easement as Easement Land and those other parts of the Burdened Land (including buildings) on which the Grantee has installed and located its Lines and Works.
- (c) **"Emergency"** means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications.
- (d) **"Grantee"** means Chorus New Zealand Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees.
- (e) **"Grantor"** includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor.
- (f) **"Line"** and **"Works"** shall have the meanings ascribed to those terms under the Telecommunications Act 2001.



View Instrument Details

Instrument No. 12858809.1
Status Registered
Date & Time Lodged 24 Oct 2023 12:56
Lodged By Plumtree, Kim Sheree
Instrument Type Encumbrance



Affected Records of Title	Land District
1126476	North Auckland
1126477	North Auckland
1126478	North Auckland
1126479	North Auckland
1126480	North Auckland
1126481	North Auckland
1126482	North Auckland
1126483	North Auckland
1126484	North Auckland
1126485	North Auckland
1126486	North Auckland
1126487	North Auckland
1126488	North Auckland
1126489	North Auckland
1126490	North Auckland
1126491	North Auckland
1126494	North Auckland
1126495	North Auckland
1126496	North Auckland
1126497	North Auckland
1126498	North Auckland
1126499	North Auckland
1126500	North Auckland
1126501	North Auckland
1126502	North Auckland
1126503	North Auckland
1126504	North Auckland
1126505	North Auckland
1126506	North Auckland
1126507	North Auckland
1126508	North Auckland

Annexure Schedule Contains 6 Pages.

Encumbrancer Certifications

I certify that I have the authority to act for the Encumbrancer and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Gregory Neale Allen as Encumbrancer Representative on 24/10/2023 12:40 PM

Encumbrancee Certifications

I certify that I have the authority to act for the Encumbrancee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Gregory Neale Allen as Encumbrancee Representative on 24/10/2023 12:40 PM

***** End of Report *****

Form 18

Encumbrance Instrument

(Section 100 Land Transfer Act 2017)

Land registration district

North Auckland

BARCODE

Record of Title (unique identifier)

See Schedule

All/part

All

Area/description of part

Encumbrancer

Surname(s) must be underlined.

Fletcher Residentail Limited

Encumbrancee

Surname(s) must be underlined.

Kohepiro Shared Lane Society Incorporated

Estate or interest to be encumbered *Insert e.g. fee simple; leasehold in lease number, etc.*

Fee Simple

Encumbrance Memorandum Number

N/A

Nature of security

State whether sum of money, annuity or rentcharge and amount

the greater of: (a) \$2,000.00 per annum (plus GST); and (b) Three times the amount of the Member's Operating Expenses for the relevant Expense Year (all as defined in the Constitution of the Encumbrancee) (plus GST) applicable to that Lot.

Encumbrance

Delete words in [], as appropriate

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above record of title(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the [above Encumbrance Memorandum] [Annexure Schedule(s)] and so as to incorporate in this encumbrance the terms and other provisions set out in the [above Encumbrance Memorandum] [and] [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Form 18 continued

Terms

1	Length of term	999 years
2	Payment date(s)	See Annexure Schedule 1
3	Rate(s) of interest	See Annexure Schedule 1
4	Event(s) in which the sum, annuity or rentcharge becomes payable	See Annexure Schedule 1
5	Event(s) in which the sum, annuity or rentcharge ceases to be payable	See Annexure Schedule 1

Covenants and conditions

Continue in Annexure Schedule(s), if required

See Annexure Schedule 1

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

N/A

ANNEXURE SCHEDULE 1

INTRODUCTION

- A. The Encumbrancer is registered as owner of the lots described in the schedule below ("together the Land").
- B. The Encumbrancer has developed the Land and has established the Encumbrancee for the purposes of owning and administering Access Lot (as that term is defined in the Constitution of the Encumbrancee).
- C. The registered owner from time to time of each lot described in the schedule below, or of any lot or unit created from such lot ("Property") comprising the Land is required to become and, for so long as he/she/they continue to be the registered owner of a Property, remain a member of the Encumbrancee and abide by the Constitution of the Encumbrancee.
- D. The Encumbrancer has agreed to encumber each Property severally for the better performance of the obligations of the registered owner from time to time of a Property to the Encumbrancee.

COVENANTS

- 1 The Encumbrancer hereby encumbers the Land and each Property severally for the benefit of the Encumbrancee for a term of 999 years commencing on the date of this Encumbrance with an annual rent charge in respect of each Property being the greater of:
 - (a) \$2,000.00 per annum (plus GST); or
 - (b) Three times the amount of the Member's Operating Expenses for the relevant Expense Year (all as defined in the Constitution of the Encumbrancee) (plus GST) applicable to that Property.
- 2 The Encumbrancer covenants for itself and its successors in title with the Encumbrancee during the term of this Encumbrance that upon becoming the owner and/or registered owner of a Property the Encumbrancer shall join as a member of the Encumbrancee, and remain a member while owning a Property, and fulfil and continue to fulfil the obligations of a member as set out in the Constitution of the Encumbrancee (including, if required by the Encumbrancee, ensuring that any transferee of a Property executes a Deed of Covenant in favour of the Encumbrancee agreeing to be bound by the Constitution as a member of the Encumbrancee).
- 3 Notwithstanding anything contained in clause 1 of this Encumbrance, for so long as the owner of a Property fully complies with the obligations of a member pursuant to the Constitution of the Encumbrancee, the rent charge reserved by this Encumbrance shall not apply to that Property.

ENCUMBRANCEE CONSENT

- 4 The Encumbrancee hereby consents to the registration of any of the following instruments executed by the Encumbrancer in respect of the Land:
 - (a) The creation, variation or surrender of an easement (section 109(3) and 112(4) Land Transfer Act 2017);
 - (b) The variation of a mortgage instrument or priority of mortgages (section 101(4) Land Transfer Act 2017);

(c) The registration of a lease, a lease variation instrument or a surrender of a lease (sections 91(4), 92(6) and 94(4)) Land Transfer Act 2017);

(d) The disposal of a licence or shares to which the licence relates (section 130(1) and 130(2) Land Transfer Act 2017).

This consent shall be deemed to be the consent of the mortgagee (which term includes the Encumbrancee) as specified in the Land Transfer Act 2017, to the registration of a particular instrument specified in subparagraphs (a) to (d) of this paragraph above.

IMPLIED TERMS

5 Without prejudice to the Encumbrancee's rights of action at common law as a rent charger or Encumbrancee, and with the exceptions of sections 203, 204, 288, 289 and 302 of the Property Law Act 2007 and section 208 of the Land Transfer Act 2017, none of the rights, powers, remedies and implied covenants provided pursuant to the Land Transfer Act 2017 and the Property Law Act 2007 shall apply to this Encumbrance.

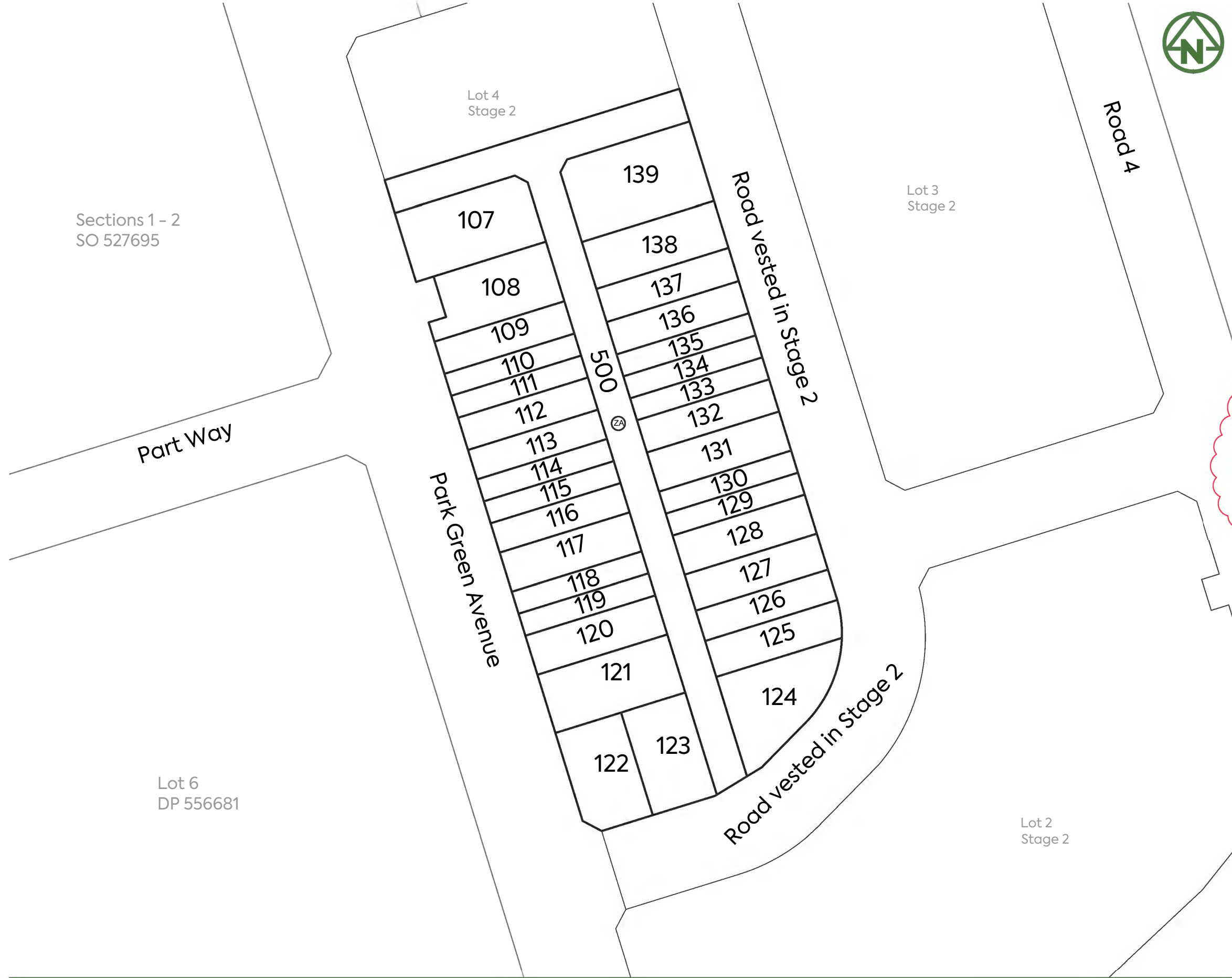
6 References to Encumbrancer shall mean the initial Encumbrancer named in this Deed and its successors in title to the land, and the terms of this Encumbrance shall bind the Encumbrancer only for as long as the Encumbrancer is the registered owner of the Land.

Schedule

Lot	Deposited Plan	Record of Title
4	588412	1126476
107	588412	1126477
108	588412	1126478
109	588412	1126479
110	588412	1126480
111	588412	1126481
112	588412	1126482
113	588412	1126483
114	588412	1126484
115	588412	1126485
116	588412	1126486
117	588412	1126487
118	588412	1126488
119	588412	1126489
120	588412	1126490
121	588412	1126491
124	588412	1126494
125	588412	1126495
126	588412	1126496
127	588412	1126497
128	588412	1126498
129	588412	1126499
130	588412	1126500

6

131	588412	1126501
132	588412	1126502
133	588412	1126503
134	588412	1126504
135	588412	1126505
136	588412	1126506
137	588412	1126507
138	588412	1126508





BUN60393262
Approved Resource Consent Plan
12/10/2022

NOTES

1.

All dimensions are shown in meters unless noted otherwise
2.

All areas and dimensions are subject to Resource Consent and LINZ approval
3.

Comprised in Record of Title: RT: Lot 1 of Stage 2
4.

Local Authority: Auckland Council
5.

Easements schedule refer to Stage 2-A, Sheets 103 to 105.

AMALGAMATION CONDITIONS

That lot 500 hereon (legal access) be held as thirty undivided one-forty-sixth shares by the owners of Lots 107 to 121, 124 to 138 hereon and sixteen undivided one-forty-sixth shares by the owner of Lot 4 Stage 2 as tenants in common in the said shares and that individual Records of Title be issued in accordance therewith.

MEMORANDUM OF PROPOSED EASEMENTS IN GROSS			
Purpose	Shown	Burdened land (SERVIENT tenement)	Grantee
Right of way		Lot 500 hereon	Auckland Council

PURPOSE OF ISSUE:

RESOURCE CONSENT

SCALE:
1:750

DO NOT SCALE

DRAWING NO:

2687-2B-102

REV:

E

CLIENT:

FLETCHER LIVING

PROJECT:

PARK GREEN
SUBDIVISION OF LOT 5 LT 567482

TITLE:

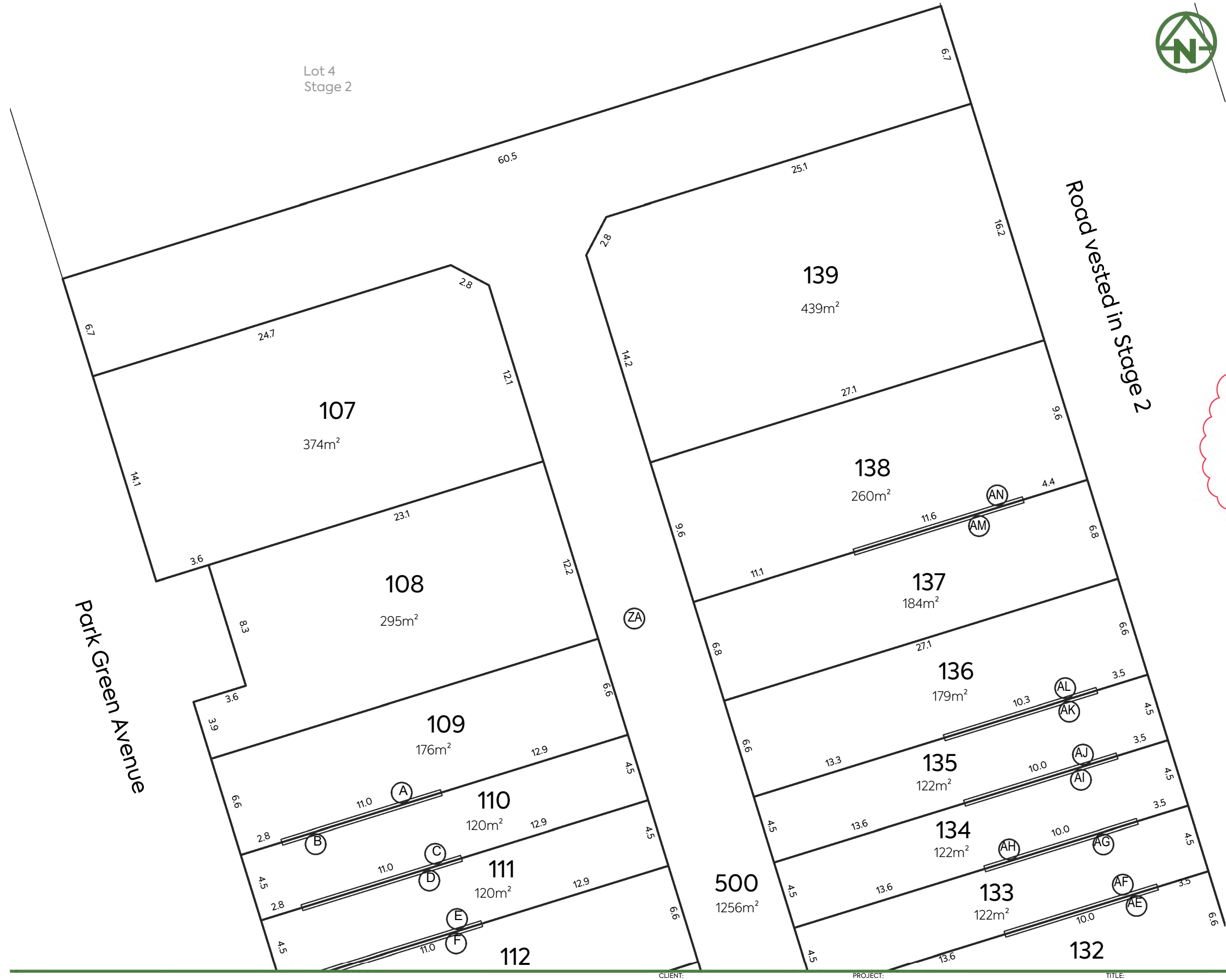
Lots 107 to 139 and 500
being a subdivision of
Lot 1 of Stage 2
STAGE 2-A

E	AMALGAMATION CONDITION AMENDED	DM	PC	JK	14/09/22
D	FOR S92	JX	PC	JK	13/04/22
C	ROAD BOUNDARY REVISED	JX	PC	JK	08/02/22
B	ISSUED FOR APPROVAL	JX	PC	JK	15/11/21
A	FIRST ISSUE	JX	PC	JK	13/09/21

REV DESCRIPTION DRN BY CHK BY APP BY DATE



MCKENZIE & CO.





BUN60393262

Approved Resource Consent Plan

12/10/2022

NOTES

1.

All dimensions are shown in meters unless noted otherwise
2.

All areas and dimensions are subject to Resource Consent and LINZ approval
3.

Comprised in Record of Title: RT: Lot 1 of Stage 2
4.

Local Authority: Auckland Council
5.

All party wall easements are 0.2m wide otherwise stated

AMALGAMATION CONDITIONS

That lot 500 hereon (legal access) be held as thirty undivided one-forty-sixth shares by the owners of Lots 107 to 121, 124 to 138 hereon and sixteen undivided one-forty-sixth shares by the owner of Lot 4 Stage 2 as tenants in common in the said shares and that individual Records of Title be issued in accordance therewith.

MEMORANDUM OF PROPOSED EASEMENTS IN GROSS			
Purpose	Shown	Burdened land (SERVIENT tenement)	Grantee
Right of way	ZA	Lot 500 hereon	Auckland Council

MEMORANDUM OF PROPOSED EASEMENTS			
Purpose	Shown	Burdened land (SERVIENT tenement)	Benefited land (Dominant tenement)
Party wall	A	Lot 109 hereon	Lot 110 hereon
	B	Lot 110 hereon	Lot 109 hereon
	C	Lot 110 hereon	Lot 111 hereon
	D	Lot 111 hereon	Lot 110 hereon
	E	Lot 111 hereon	Lot 112 hereon
	F	Lot 112 hereon	Lot 111 hereon
	AE	Lot 132 hereon	Lot 133 hereon
	AF	Lot 133 hereon	Lot 132 hereon
	AG	Lot 133 hereon	Lot 134 hereon
	AH	Lot 134 hereon	Lot 133 hereon
	AI	Lot 134 hereon	Lot 135 hereon
	AJ	Lot 135 hereon	Lot 134 hereon
	AK	Lot 135 hereon	Lot 136 hereon
	AL	Lot 136 hereon	Lot 135 hereon
	AM	Lot 137 hereon	Lot 138 hereon
	AN	Lot 138 hereon	Lot 137 hereon

FLETCHER LIVING

PARK GREEN
SUBDIVISION OF LOT 5 LT 567482

Lots 107 to 139 and 500
being a subdivision of
Lot 1 of Stage 2
STAGE 2-A

RESOURCE CONSENT

SCALE:
1:250

DO NOT SCALE

DRAWING NO:

2687-2B-103

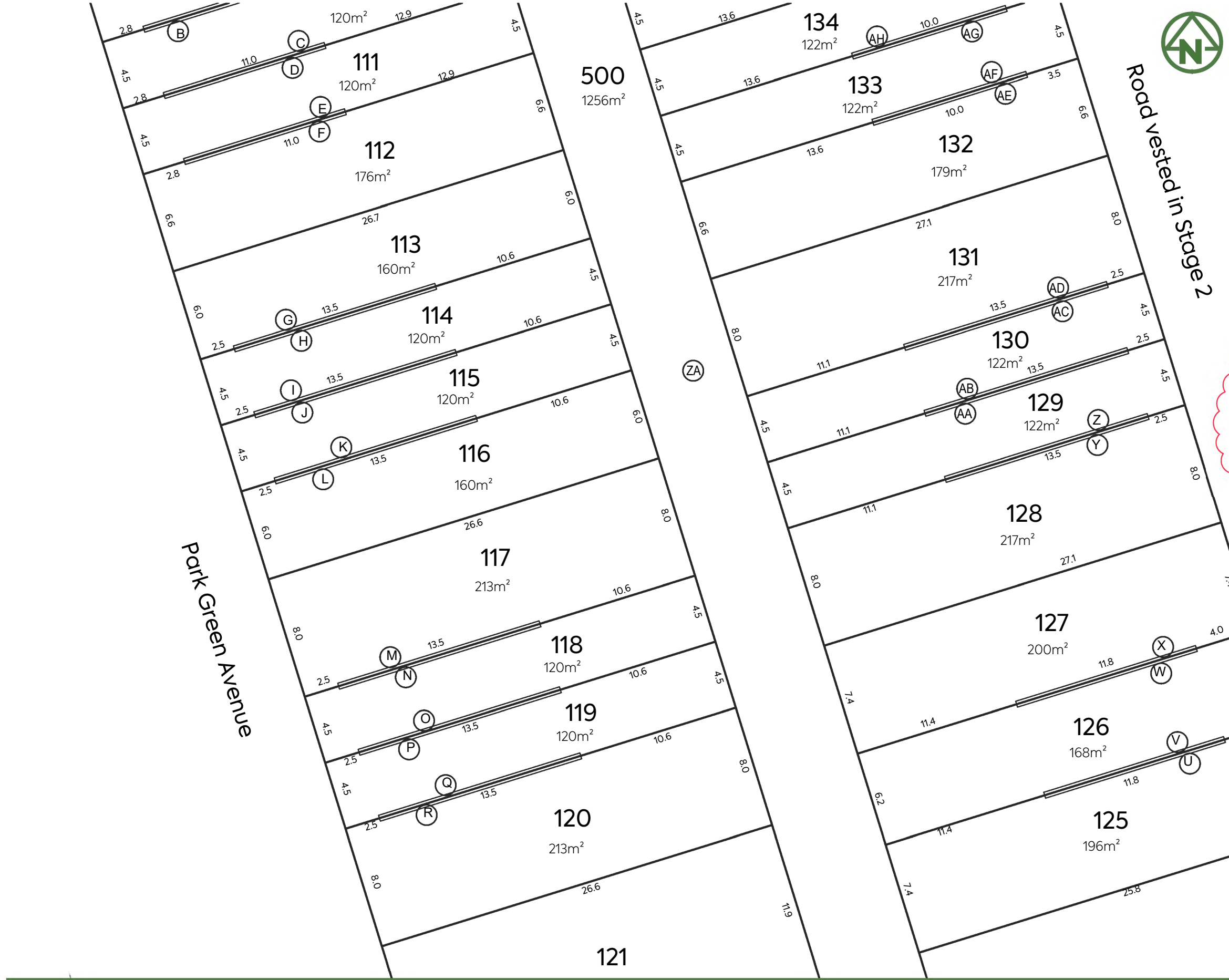
D

D	AMALGAMATION CONDITION AMENDED	DM	PC	JK	04/09/22
C	FOR S92	JX	PC	JK	13/04/22
B	ISSUED FOR APPROVAL	JX	PC	JK	15/11/21
A	FIRST ISSUE	JX	PC	JK	13/09/21

REV	DESCRIPTION	DRN BY	CHK BY	APP BY	DATE
-----	-------------	--------	--------	--------	------



MCKENZIE & CO.





BUN60393262
Approved Resource Consent Plan
12/10/2022

NOTES

1.

All dimensions are shown in meters unless noted otherwise
2.

All areas and dimensions are subject to Resource Consent and LINZ approval
3.

Comprised in Record of Title: RT: Lot 1 of Stage 2
4.

Local Authority: Auckland Council

AMALGAMATION CONDITIONS

That lot 500 hereon (legal access) be held as thirty undivided one-forty-sixth shares by the owners of Lots 107 to 121, 124 to 138 hereon and sixteen undivided one-forty-sixth shares by the owner of Lot 4 Stage 2 as tenants in common in the said shares and that individual Records of Title be issued in accordance therewith.

MEMORANDUM OF PROPOSED EASEMENTS IN GROSS			
Purpose	Shown	Burdened land (SERVIENT tenement)	Grantee
Right of way	ZA	Lot 500 hereon	Auckland Council

MEMORANDUM OF PROPOSED EASEMENTS			
Purpose	Shown	Burdened land (SERVIENT tenement)	Benefited land (Dominant tenement)
Party wall	G	Lot 113 hereon	Lot 114 hereon
	H	Lot 114 hereon	Lot 113 hereon
	I	Lot 114 hereon	Lot 115 hereon
	J	Lot 115 hereon	Lot 114 hereon
	K	Lot 115 hereon	Lot 116 hereon
	L	Lot 116 hereon	Lot 115 hereon
	M	Lot 116 hereon	Lot 117 hereon
	N	Lot 117 hereon	Lot 116 hereon
	O	Lot 117 hereon	Lot 118 hereon
	P	Lot 118 hereon	Lot 117 hereon
	Q	Lot 118 hereon	Lot 119 hereon
	R	Lot 119 hereon	Lot 118 hereon
Party wall	AA	Lot 129 hereon	Lot 130 hereon
	AB	Lot 130 hereon	Lot 129 hereon
	AC	Lot 130 hereon	Lot 131 hereon
	AD	Lot 131 hereon	Lot 130 hereon

PURPOSE OF ISSUE:
RESOURCE CONSENT

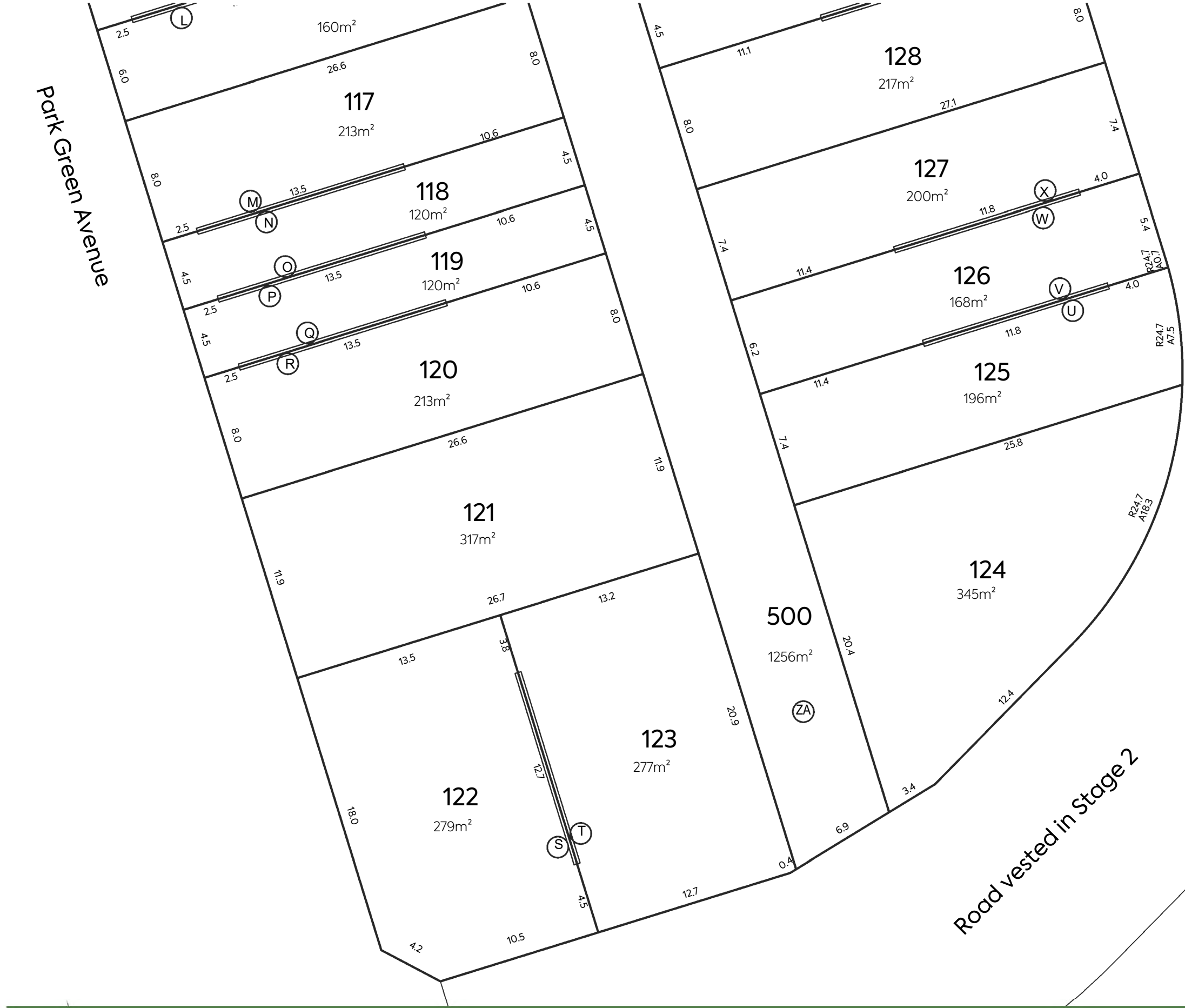
SCALE:
1:250
DO NOT SCALE
DRAWING NO: 2687-2B-104
REV: D

D	AMALGAMATION CONDITION AMENDED	DM	PC	JK	14/09/22
C	FOR S92	JX	PC	JK	13/04/22
B	ISSUED FOR APPROVAL	JX	PC	JK	15/11/21
A	FIRST ISSUE	JX	PC	JK	13/09/21



CLIENT: FLETCHER LIVING
PROJECT: PARK GREEN
SUBDIVISION OF LOT 5 LT 567482

Lots 107 to 139 and 500
being a subdivision of
Lot 1 of Stage 2
STAGE 2-A





BUN60393262

Approved Resource Consent Plan

12/10/2022

NOTES

1.

All dimensions are shown in meters unless noted otherwise
2.

All areas and dimensions are subject to Resource Consent and LINZ approval
3.

Comprised in Record of Title: RT:
Lot 1 of Stage 2
4.

Local Authority: Auckland Council
5.

All party wall easements are 0.2m wide otherwise stated

AMALGAMATION CONDITIONS

That lot 500 hereon (legal access) be held as thirty undivided one-forty-sixth shares by the owners of Lots 107 to 121, 124 to 138 hereon and sixteen undivided one-forty-sixth shares by the owner of Lot 4 Stage 2 as tenants in common in the said shares and that individual Records of Title be issued in accordance therewith.

MEMORANDUM OF PROPOSED EASEMENTS IN GROSS			
Purpose	Shown	Burdened land (SERVIENT tenement)	Grantee
Right of way	ZA	Lot 500 hereon	Auckland Council

MEMORANDUM OF PROPOSED EASEMENTS			
Purpose	Shown	Burdened land (SERVIENT tenement)	Benefited land (Dominant tenement)
Party wall	M	Lot 117 hereon	Lot 118 hereon
	N	Lot 118 hereon	Lot 117 hereon
	O	Lot 118 hereon	Lot 119 hereon
	P	Lot 119 hereon	Lot 118 hereon
	Q	Lot 119 hereon	Lot 120 hereon
	R	Lot 120 hereon	Lot 119 hereon
	S	Lot 122 hereon	Lot 123 hereon
	T	Lot 123 hereon	Lot 122 hereon
	U	Lot 125 hereon	Lot 126 hereon
	V	Lot 126 hereon	Lot 125 hereon
	W	Lot 126 hereon	Lot 127 hereon
	X	Lot 127 hereon	Lot 126 hereon

PURPOSE OF ISSUE:

RESOURCE CONSENT

SCALE:
1:250

DO NOT SCALE

DRAWING NO:

2687-2B-105

REV:

E

E	AMALGAMATION CONDITION AMENDED	DM	PC	JK	14/09/22
D	FOR S92	JX	PC	JK	13/04/22
C	ROAD BOUNDARY REVISED	JX	PC	JK	08/02/22
B	ISSUED FOR APPROVAL	JX	PC	JK	15/11/21
A	FIRST ISSUE	JX	PC	JK	13/09/21
REV	DESCRIPTION	DRN BY	CHK BY	APP BY	DATE

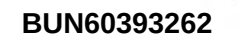


MCKENZIE & CO.

FLETCHER LIVING

PARK GREEN
SUBDIVISION OF LOT 5 LT 567482

Lots 107 to 139 and 500
being a subdivision of
Lot 1 of Stage 2
STAGE 2-A



12/10/2022

1. All dimensions are shown in meters unless noted otherwise
2. All areas and dimensions are subject to Resource Consent and LINZ approval
3. Comprised in Record of Title: RT:
Lot 2 of Stage 2
4. Local Authority: Auckland Council
5. Easements schedule refer to Stage 2-B, Sheets 107 & 108.



PURPOSE OF ISSUE:

Lots 170 to 195
being a subdivision of
Lot 2 of Stage 2
STAGE 2-B

RESOURCE CONSENT

SCALE:
1:750

DO NOT SCALE

DRAWING NO:

REV:

2687-2B-106

C	ROAD BOUNDARY REVISED	JX	PC	JK	08/02/22
B	ISSUED FOR APPROVAL	JX	PC	JK	15/11/21
A	FIRST ISSUE	JX	PC	JK	13/09/21
REV	DESCRIPTION	DRN BY	CHK BY	APP BY	DATE



MCKENZIE & CO.



Approved Resource Consent Plan

12/10/2022

NOTES

1. All dimensions are shown in meters unless noted otherwise
2. All areas and dimensions are subject to Resource Consent and LINZ approval
3. Comprised in Record of Title: RT:
Lot 2 of Stage 2
4. Local Authority: Auckland Council
5. All party wall easements are 0.2m wide otherwise stated

MEMORANDUM OF PROPOSED EASEMENTS			
Purpose	Shown	Burdened land (SERVIENT tenement)	Benefitted land (Dominant tenement)
Party wall	(AO)	Lot 178 hereon	Lot 179 hereon
	(AP)	Lot 179 hereon	Lot 178 hereon
	(AQ)	Lot 180 hereon	Lot 181 hereon
	(AR)	Lot 181 hereon	Lot 180 hereon

PURPOSE OF ISSUE:

RESOURCE CONSENT

SCALE:
1:250

DO NOT SCALE

DRAWING NO:

EV:

2687-2B-107



CLIENT:

PROJECT

TITLE:

FLETCHER LIVING

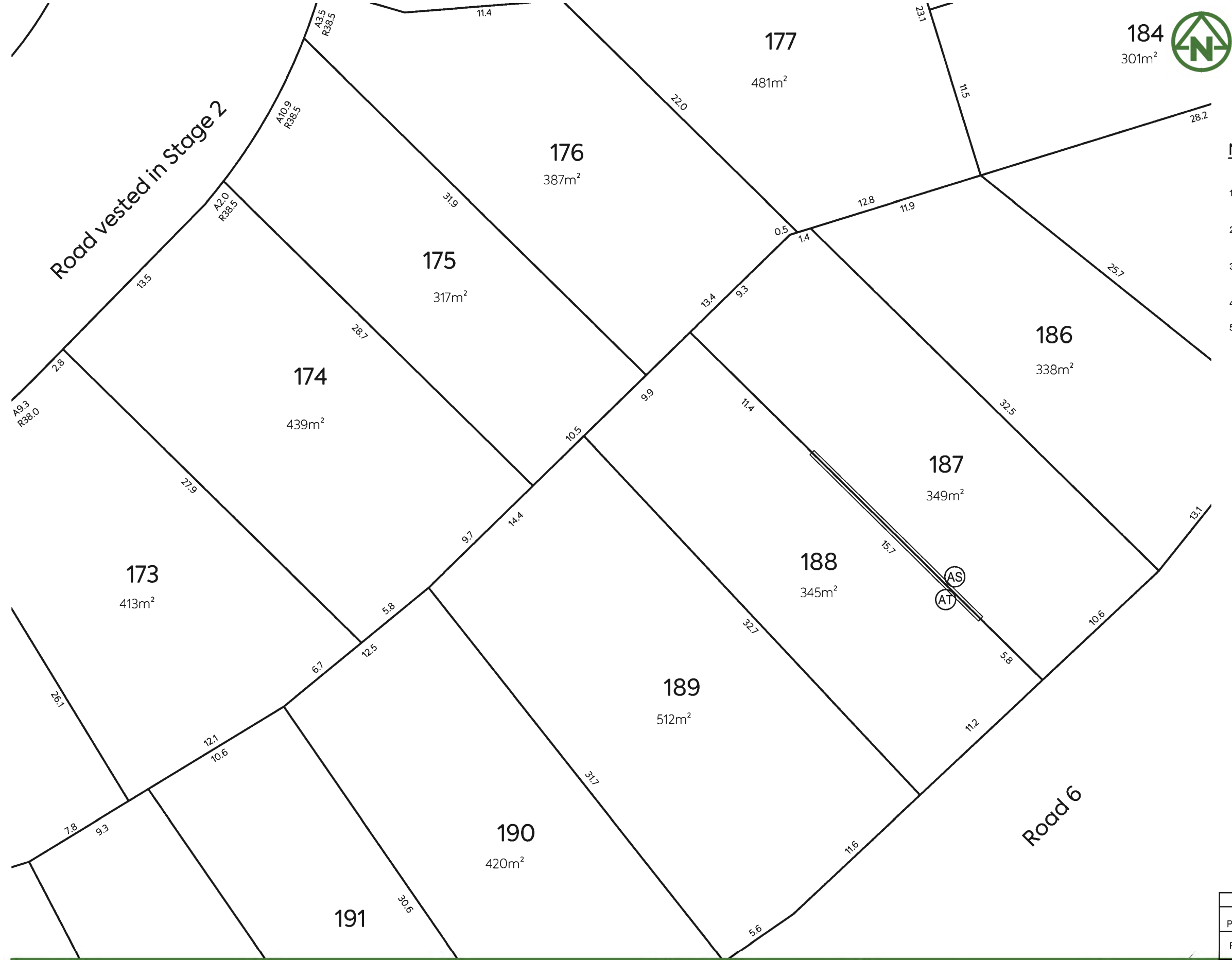
PARK GREEN
SUBDIVISION OF LOT 5 LT 567482

Lots 170 to 195
being a subdivision of
Lot 2 of Stage 2
STAGE 2-B

C	ROAD BOUNDARY REVISED	JX	PC	JK	08/02/22
B	ISSUED FOR APPROVAL	JX	PC	JK	15/11/21
A	F RST SSUE	JX	PC	JK	13/09/21
REV	DESCRIPTION	DRN BY	CHK BY	APP BY	DATE



MCKENZIE & CO.





BUN60393262
Approved Resource Consent Plan
12/10/2022

NOTES

1.

All dimensions are shown in meters unless noted otherwise
2.

All areas and dimensions are subject to Resource Consent and LINZ approval
3.

Comprised in Record of Title: RT: Lot 2 of Stage 2
4.

Local Authority: Auckland Council
5.

All party wall easements are 0.2m wide otherwise stated

MEMORANDUM OF PROPOSED EASEMENTS			
Purpose	Shown	Burdened land (SERVIENT tenement)	Benefited land (Dominant tenement)
Party wall	AS	Lot 187 hereon	Lot 188 hereon
	AT	Lot 188 hereon	Lot 187 hereon

PURPOSE OF ISSUE:

RESOURCE CONSENT

SCALE:

1:250

DO NOT SCALE

DRAWING NO.

2687-2B-108

REV:

C

C

ROAD BOUNDARY REVISED

JX

PC

JK

08/02/22

B

ISSUED FOR APPROVAL

JX

PC

JK

15/11/21

A

F RST. SSUE

JX

PC

JK

13/09/21

REV

DESCRIPTION

DRN BY

CHK BY

APP BY

DATE



MCKENZIE & CO.

CLIENT:

FLETCHER LIVING

PROJECT:

PARK GREEN
SUBDIVISION OF LOT 5 LT 567482

TITLE:

Lots 170 to 195
being a subdivision of
Lot 2 of Stage 2
STAGE 2-B





BUN60393262
Approved Resource Consent Plan
12/10/2022

NOTES

- 1. All dimensions are shown in meters unless noted otherwise
- 2. All areas and dimensions are subject to Resource Consent and LINZ approval
- 3. Comprised in Record of Title: RT: Lot 2 of Stage 2
- 4. Local Authority: Auckland Council



BUN60393262

Approved Resource Consent Plan

12/10/2022

NOTES

1.

All dimensions are shown in meters unless noted otherwise
2.

All areas and dimensions are subject to Resource Consent and LINZ approval
3.

Comprised in Record of Title: RT: Lot 3 of Stage 2
4.

Local Authority: Auckland Council
5.

Easements schedule refer to Stage 2-C, Sheets 111 & 112.

AMALGAMATION CONDITIONS

That lot 501 hereon (legal access) be held as eighteen undivided one-eighteenth shares by the owners of Lots 140 to 157 hereon as tenants in common in the said shares and that individual Records of Title be issued in accordance therewith.

MEMORANDUM OF PROPOSED EASEMENTS IN GROSS			
Purpose	Shown	Burdened land (SERVIENT tenement)	Grantee
Right of way		Lot 501 hereon	Auckland Council

PURPOSE OF ISSUE:

RESOURCE CONSENT

SCALE:

1:500

DO NOT SCALE

DRAWING NO:

2687-2B-110

REV:

C

CLIENT:

FLETCHER LIVING

PROJECT:

PARK GREEN
SUBDIVISION OF LOT 5 LT 567482

TITLE:

Lots 140 to 169 and 501
being a subdivision of
Lot 3 of Stage 2
STAGE 2-C

REV

DESCRIPTION

DRN BY

CHK BY

APP BY

DATE

C

FOR S92

JX

PC

JK

13/04/22

B

ISSUED FOR APPROVAL

JX

PC

JK

15/11/21

A

FIRST ISSUE

JX

PC

JK

13/09/21

MCKENZIE & CO.



BUN60393262
Approved Resource Consent Plan

12/10/2022

NOTES

- 1. All dimensions are shown in meters unless noted otherwise
- 2. All areas and dimensions are subject to Resource Consent and LINZ approval
- 3. Comprised in Record of Title: Lot 3 of Stage 2
- 4. Local Authority: Auckland Council
- 5. All party wall easements are 0.2m wide otherwise stated

AMALGAMATION CONDITIONS

That lot 501 hereon (legal access) be held as eighteen undivided one-eighteenth shares by the owners of Lots 140 to 157 hereon as tenants in common in the said shares and that individual Records of Title be issued in accordance therewith.

MEMORANDUM OF PROPOSED EASEMENTS IN GROSS			
Purpose	Shown	Burdened land (SERVIENT tenement)	Grantee
Right of way	ZB	Lot 501 hereon	Auckland Council

MEMORANDUM OF PROPOSED EASEMENTS			
Purpose	Shown	Burdened land (SERVIENT tenement)	Benefited land (Dominant tenement)
Party wall	AU	Lot 140 hereon	Lot 141 hereon
	AV	Lot 141 hereon	Lot 140 hereon
	AW	Lot 141 hereon	Lot 142 hereon
	AX	Lot 142 hereon	Lot 141 hereon
	AY	Lot 142 hereon	Lot 143 hereon
	AZ	Lot 143 hereon	Lot 142 hereon
	BA	Lot 143 hereon	Lot 144 hereon
	BB	Lot 144 hereon	Lot 143 hereon
	BC	Lot 145 hereon	Lot 146 hereon
	BD	Lot 146 hereon	Lot 145 hereon
	BE	Lot 146 hereon	Lot 147 hereon
	BF	Lot 147 hereon	Lot 146 hereon
	BG	Lot 147 hereon	Lot 148 hereon
	BH	Lot 148 hereon	Lot 147 hereon
	BI	Lot 150 hereon	Lot 151 hereon
	BJ	Lot 151 hereon	Lot 150 hereon
	BK	Lot 167 hereon	Lot 168 hereon
	BL	Lot 168 hereon	Lot 167 hereon
	BM	Lot 168 hereon	Lot 169 hereon
	CN	Lot 169 hereon	Lot 168 hereon

RESOURCE CONSENT

SCALE:
1:250

DO NOT SCALE

DRAWING NO:

2687-2B-111

C

C	FOR S92	JX	PC	JK	13/04/22
B	ISSUED FOR APPROVAL	JX	PC	JK	15/11/21
A	FIRST ISSUE	JX	PC	JK	13/09/21

REV	DESCRIPTION	DRN BY	CHK BY	APP BY	DATE
-----	-------------	--------	--------	--------	------

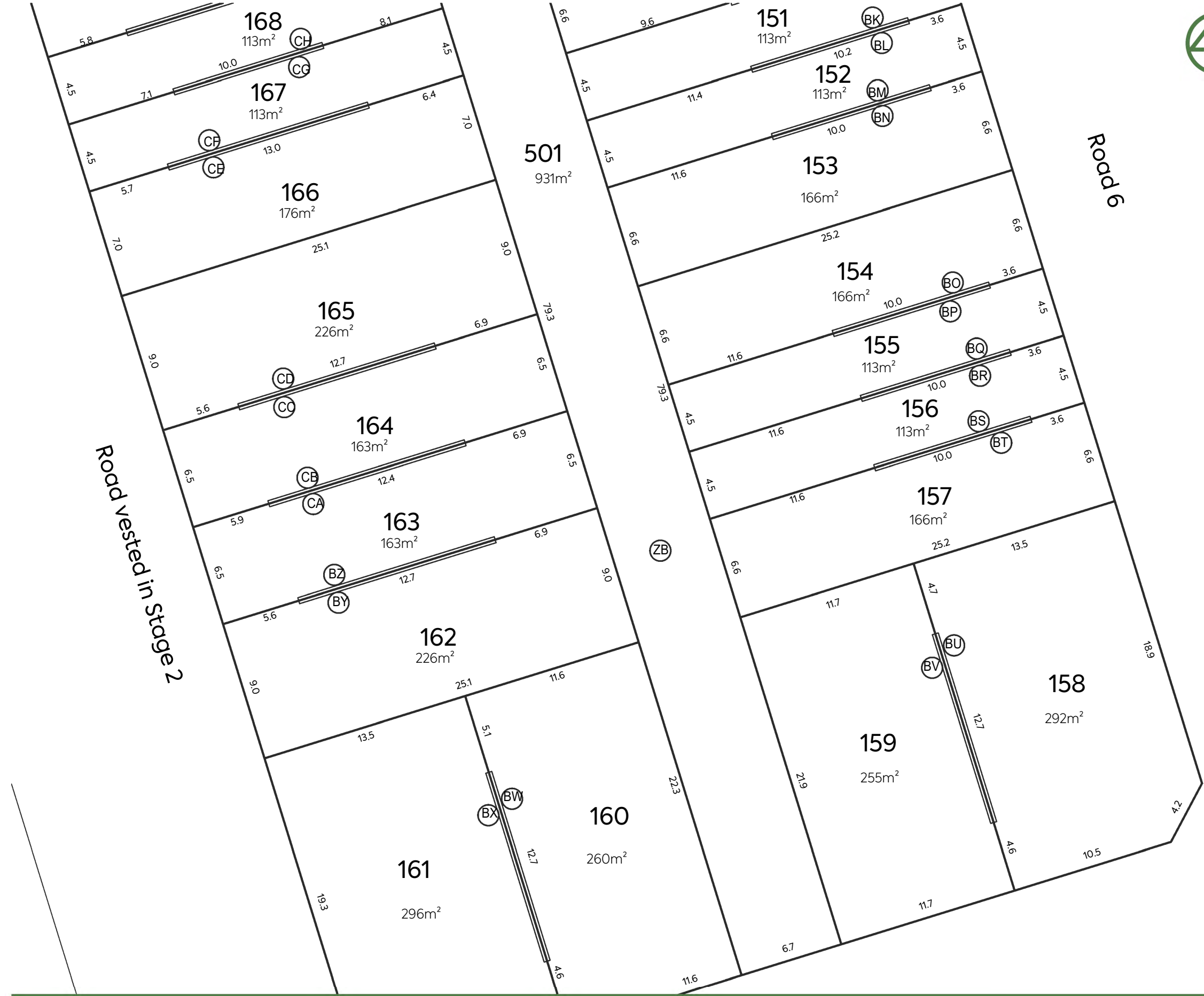


MCKENZIE & CO.

FLETCHER LIVING

PARK GREEN
SUBDIVISION OF LOT 5 LT 567482

Lots 140 to 169 and 501
being a subdivision of
Lot 3 of Stage 2
STAGE 2-C





BUN60393262
Approved Resource Consent Plan
12/10/2022

NOTES

1.

All dimensions are shown in meters unless noted otherwise
2.

All areas and dimensions are subject to Resource Consent and LINZ approval
3.

Comprised in Record of Title: Lot 3 of Stage 2
4.

Local Authority: Auckland Council
5.

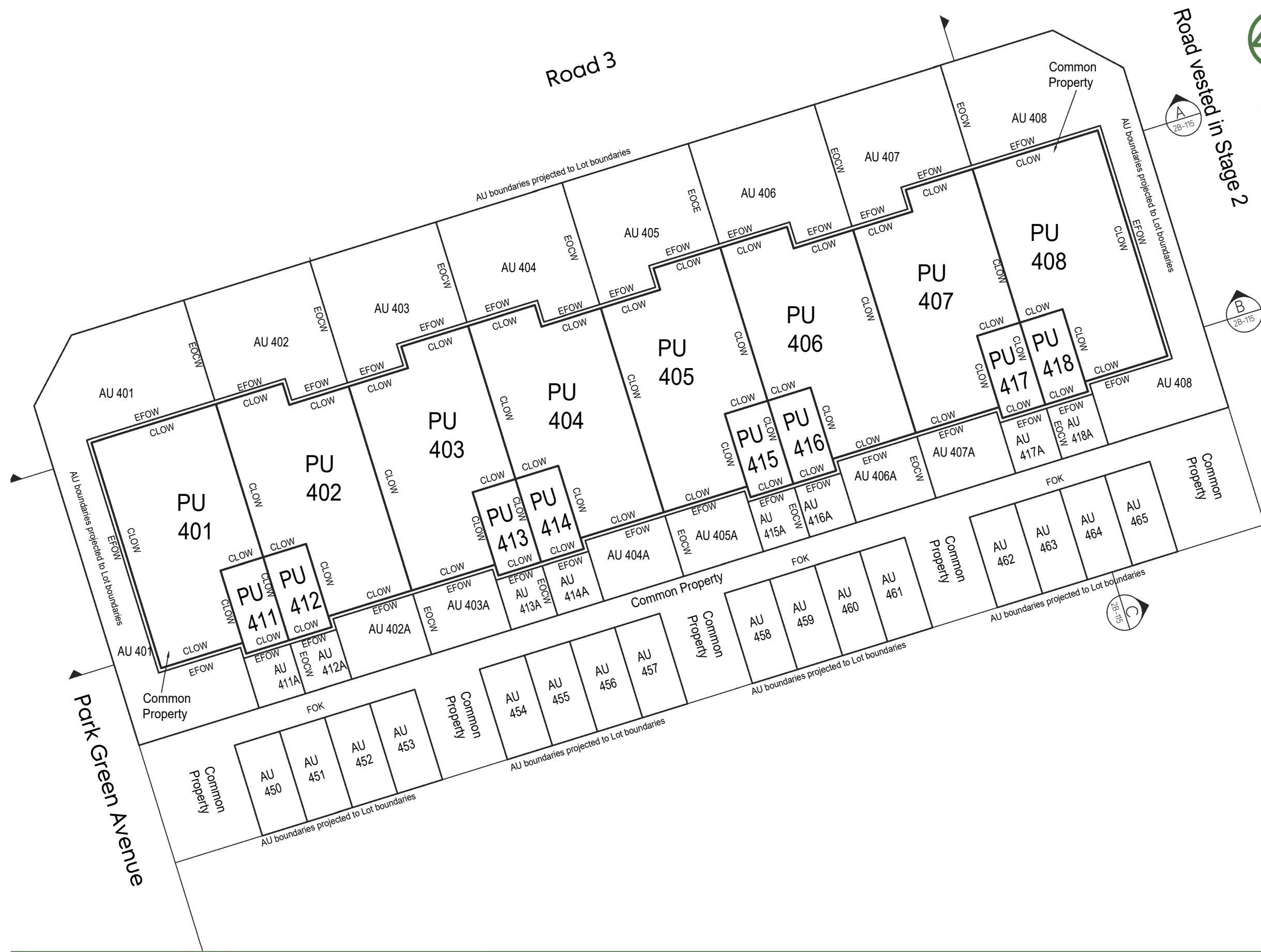
All party wall easements are 0.2m wide otherwise stated.

AMALGAMATION CONDITIONS

That lot 501 hereon (legal access) be held as eighteen undivided one-eighteenth shares by the owners of Lots 140 to 157 hereon as tenants in common in the said shares and that individual Records of Title be issued in accordance therewith.

MEMORANDUM OF PROPOSED EASEMENTS IN GROSS			
Purpose	Shown	Burdened land (SERVIENT tenement)	Grantee
Right of way	EB	Lot 501 hereon	Auckland Council

MEMORANDUM OF PROPOSED EASEMENTS			
Purpose	Shown	Burdened land (SERVIENT tenement)	Benefited land (Dominant tenement)
Party wall	BK	Lot 151 hereon	Lot 152 hereon
	BL	Lot 152 hereon	Lot 151 hereon
	BM	Lot 152 hereon	Lot 153 hereon
	BN	Lot 153 hereon	Lot 152 hereon
	BO	Lot 154 hereon	Lot 155 hereon
	BP	Lot 155 hereon	Lot 154 hereon
	BO	Lot 155 hereon	Lot 154 hereon
	BR	Lot 156 hereon	Lot 155 hereon
	BS	Lot 156 hereon	Lot 157 hereon
	BT	Lot 157 hereon	Lot 156 hereon
	BU	Lot 158 hereon	Lot 159 hereon
	BV	Lot 159 hereon	Lot 158 hereon
	BW	Lot 160 hereon	Lot 161 hereon
	BX	Lot 161 hereon	Lot 160 hereon
	BY	Lot 162 hereon	Lot 163 hereon
	BZ	Lot 163 hereon	Lot 162 hereon
	CA	Lot 163 hereon	Lot 164 hereon
	CB	Lot 164 hereon	Lot 163 hereon
	CC	Lot 164 hereon	Lot 165 hereon
	CD	Lot 165 hereon	Lot 164 hereon
	CE	Lot 166 hereon	Lot 167 hereon
	CF	Lot 167 hereon	Lot 166 hereon





BUN60393262

Approved Resource Consent Plan

NOTES

12/10/2022

1.

UNLESS SHOWN OR DESCRIBED OTHERWISE, UNIT BOUNDARIES OF PU'S ARE THE CENTERLINE OF WALLS, DOORS, GLAZING, FLOOR SLABS, AND IN THE CASE OF THE LEVEL 1 UNITS THE BOUNDARY IS 0.15M ABOVE THE CEILING AND THE PROJECTIONS THEREOF WHERE APPLICABLE.
2.

ACCESSORY UNITS 450 TO 465 ARE CAR PARKS. THE LOWER LIMIT OF THESE AU'S IS 100MM BELOW THE FINAL SURFACE AND THE UPPER LIMIT IS 2.00M ABOVE THE FINAL SURFACE.
3.

ACCESSORY UNITS 401 TO 408, 402A TO 407A, 411A TO 418A ARE EXCLUSIVE OUTDOOR AREAS. UNLESS SHOWN OR DESCRIBED OTHERWISE, UNIT BOUNDARIES OF AU'S ARE 20MM CLEAR OF THE EXTERIOR FACE OF EXTERNAL WALLS, COLUMNS, WINDOWS & FRAMES TOGETHER WITH THE PROJECTIONS THEREOF WHERE APPLICABLE. THE LOWER LEVEL OF THESE AU'S IS 1.00M BELOW THE FINISHED FLOOR LEVEL OF THE ADJACENT PU AND UPPER LIMIT IS 2.00M ABOVE THE FINISHED FLOOR LEVEL OF THE ADJACENT PU.
4.

COMPRISED IN RECORD OF TITLE: RT: LOT 4 OF STAGE 2
5.

LOCAL AUTHORITY: AUCKLAND COUNCIL

PU - PRINCIPAL UNIT

AU - ACCESSORY UNIT

FOK - FACE OF KERB

EOCW - EXTENSION OF CENTERLINE OF WALLS

EFOW - EXTERNAL FACE OF WALLS

CLOW - CENTERLINE OF WALLS

AU 450 TO BE ALLOCATED TO PU 401

AU 451 TO BE ALLOCATED TO PU 411

AU 452 TO BE ALLOCATED TO PU 412

AU 453 TO BE ALLOCATED TO PU 402

AU 454 TO BE ALLOCATED TO PU 403

AU 455 TO BE ALLOCATED TO PU 413

AU 456 TO BE ALLOCATED TO PU 414

AU 457 TO BE ALLOCATED TO PU 404

AU 458 TO BE ALLOCATED TO PU 405

AU 459 TO BE ALLOCATED TO PU 415

AU 460 TO BE ALLOCATED TO PU 416

AU 461 TO BE ALLOCATED TO PU 406

AU 462 TO BE ALLOCATED TO PU 407

AU 463 TO BE ALLOCATED TO PU 417

AU 464 TO BE ALLOCATED TO PU 418

AU 465 TO BE ALLOCATED TO PU 408





BUN60393262
Approved Resource Consent Plan
12/10/2022

NOTES

- 1. COMPRISED IN RECORD OF TITLE: RT: LOT 4 OF STAGE 2
- 2. LOCAL AUTHORITY: AUCKLAND COUNCIL

PU - PRINCIPAL UNIT PU BOUNDARIES ARE THE CENTERLINE OF WALLS, DOORS, GLAZING OTHERWISE STATED.

AU - ACCESSORY UNIT AUS 416 TO 418 BOUNDARIES ARE 20MM CLEAR OF EXTERIOR FACE OF EXTERNAL WALLS, WINDOWS & FRAMES OTHERWISE STATED.

ALL EXTERNAL BUILDING CLADDING IS PART OF COMMON PROPERTY

EFOW - EXTERNAL FACE OF WALLS OR STRUCTURES
CLOW - CENTERLINE OF WALLS

Auckland Council

Auckland's Regional Council

BUN60393262

Approved Resource Consent Plan

12/10/2022

NOTES

PU – PRINCIPAL UNIT
AU – ACCESSORY UNIT

ALL EXTERNAL BUILDING CLADDING IS PART OF COMMON PROPERTY

CLOF – CENTERLINE OF FLOOR
CLOW – CENTERLINE OF WALLS

REV

DESCRIPTION

DRN BY

CHK BY

APP BY

DATE

C

UNITS BOUNDARIES REVISED

JX

PC

JK

28/04/22

B

ISSUED FOR APPROVAL

JX

PC

JK

25/11/21

A

FIRST ISSUE

JX

PC

JK

13/09/21

MCKENZIE & CO.

CLIENT:

FLETCHER LIVING

PROJECT:

PARK GREEN
SUBDIVISION OF LOT 5 LT 567482

TITLE:

Proposed Units on
Proposed Lot 4 Stage 2
Elevation View Plan
STAGE 2-D

PURPOSE OF ISSUE:

RESOURCE CONSENT

SCALE:

NTS

DO NOT SCALE

DRAWING NO:

2687-2B-115

REV:

C

FILED DATE: 2022-01-29 12:59:52

WWW.MCKENZIE.CO.NZ

THIS DRAWING IS SOLELY FOR USE BY THE CLIENT ON THIS PROJECT ONLY. NO LIABILITY IS ACCEPTED IN ITS USE BY ANY OTHER ENTITY FOR ANY OTHER PURPOSE.

CL120510X171MCKP0012607 PARK GREEN STAGES 2-4-5_42510X171MCKP0012607-2B-115.DWG

|

RULES OF BODY CORPORATE NUMBER 596153 (NORTH AUCKLAND LAND REGISTRY)

DRAFT

|

CONTENTS

CLAUSE	PAGE
1. FURTHER OPERATIONAL RULES	1
2. POWERS AND DUTIES OF BODY CORPORATE	2
3. REQUIREMENTS FOR USE	3

DRAFT

| Park Green Body Corporate Rules

**RULES OF BODY CORPORATE NUMBER 596153
(NORTH AUCKLAND LAND REGISTRY)**

The body corporate rules set out in the First Schedule to the Unit Titles Regulations 2011 are added to by the following rules.

1. FURTHER OPERATIONAL RULES

1.1 Definitions:

In these Rules, unless the context otherwise requires:

Accessory Unit means an accessory unit on the Unit Plan.

Act means the Unit Titles Act 2010 and includes any statutory modification or re-enactment of that Act.

Body Corporate means Body Corporate Number 596153 (North Auckland Land Registry).

Building means the building on the Land.

Common Property means the common property comprised in the Unit Plan.

Council means Auckland Council.

Land means the land that is the subject of the Unit Plan.

Manager means any manager appointed under rule 2.1(c).

Owner has the same meaning in these Rules as it has in the Act, and for the purposes of these Rules it also includes occupiers of a unit in the unit title development and the employees, agents, invitees, customers, licencees and tenants of all owners and occupiers of units in the unit title development, unless the context otherwise requires.

Regulations means the Unit Titles Regulations 2011.

Rules means the rules contained in the First Schedule to the Regulations, these rules, and amendments made to these rules from time to time.

Unit Plan means unit plan number 596153 (North Auckland Land 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; and
- (b)** in relation to any Owner or occupier, means the unit owned or occupied by that Owner or occupier.

1.2 Interpretation:

- (a) Words importing one gender include the other genders.
- (b) Words importing the singular or plural include the plural and singular respectively.
- (c) Headings are inserted for the sake of convenience and ease of reference only. They do not form part of the text, and will not affect the construction or interpretation of these Rules.

2. POWERS AND DUTIES OF BODY CORPORATE

2.1 Powers and duties of Body Corporate:

- (a) **Exterior painting:** The Body Corporate will apply paint or protective coatings to the exterior of any Unit from time to time if the condition so requires. Any costs incurred may be levied upon the Owner of the Unit and will be payable by that Owner.
- (b) **Warrant of fitness:** Where the building on the Land has a compliance schedule issued under section 100 of the Building Act 2004 that relates to any service or system contained wholly or partly in the Common Property or on the exterior of the building, the Body Corporate will be responsible for the issue of an annual warrant of fitness for the building as required under section 108 of the Building Act 2004. The cost of compliance with section 108 of the Building Act will be a cost for which the Body Corporate will be entitled to levy each Owner as provided for in the Act.
- (c) **Manager:** The Body Corporate may by ordinary resolution enter into any agreement with a manager (whether or not incorporated) for a fixed period of time for the carrying out and management of the duties of the Body Corporate at such remuneration and upon such terms and conditions as it may approve.
- (d) **Colour schemes and landscaping:** The Body Corporate may settle and approve schemes for the exterior colour and landscaping of the Units and for signs to be erected or painted on the Common Property.
- (e) **Approved level of expenditure:** Any expenditure of over \$10,000, not being expenditure which the Body Corporate is legally obliged or previously authorised to incur, will be referred to a general meeting.
- (f) **Common Property:** The Body Corporate reserves the right to exclude or evict from any area within the Common Property any person who, in the opinion of the Body Corporate or its Committee, is under the influence of intoxicating liquor, drugs or other substances or who acts in a manner that breaches these rules. This right may be delegated to a Manager, a property manager or a facilities manager.
- (g) **Common Property:** The Body Corporate reserves the right to close all or some areas within the Common Property as the Body Corporate or its Committee considers necessary for security, maintenance and repair purposes or an event, upon reasonable notice being given in each instance, except in an emergency.

- (h) **Defects or damage:** The Body Corporate will have authority to make such repairs or renovations as the Body Corporate considers necessary for the safety and preservation of the Units or Common Property (or in the case of an emergency such repairs or renovations as the Body Corporate considers necessary). The Body Corporate will be entitled to recover the costs of such repairs or renovations from the Owner if the act or neglect of the Owner necessitated the repairs or renovations.

3. REQUIREMENTS FOR USE

3.1 Restrictions on Owners of units:

An Owner of any Unit will:

- (a) **Use of Principal Unit:** not use or permit a Unit to be used for any purpose other than for residential use without the prior written consent of the Body Corporate, which consent may at any time be revoked or varied by the Body Corporate, provided that the power of revocation or variation will not be unreasonably or arbitrarily exercised;
- (b) **Use of Accessory Units:** not:
- (i) use or permit the use of any Accessory Unit for any purpose other than the purpose for which the Accessory Unit is designed or constructed; or
 - (ii) store or allow to be stored in any Accessory Unit any combustible or hazardous materials or substances;
 - (iii) enclose or allow to be enclosed the Accessory Units which are open as at the date of the deposit of the Unit Plan without first obtaining Council's consent and the Body Corporate's consent; or
 - (iv) in relation to any Accessory Unit that is designated as a storage unit or any storage unit which forms part of the Common Property, store any item(s) in that storage unit that are above the height of the lowest point of the storage unit sprinkler protection mesh or in any way impede or protrude through the storage unit sprinkler protection mesh so as to avoid inadvertently triggering the sprinkler or rendering the sprinkler ineffective; or
 - (v) wash the exterior of any vehicles or carry out any vehicle servicing or maintenance in or on any Accessory Unit or Common Property;
- (c) **Use of Common Property:** not:
- (i) cause any loss, injury or damage to any part of the Common Property;
 - (ii) use the Common Property in such a manner as unreasonably interferes with the use and enjoyment of the Common Property by the other Owners and each Owner will be responsible for any loss, damage or injury to such Common Property caused or contributed to by the Owner;

- (iii) use any facilities contained within the Common Property, or any assets and improvements that form part of the Common Property, for any use other than the use for which those facilities, assets or improvements were designed and constructed and must comply with any conditions of use for such facilities, assets or improvements set by the Body Corporate from time to time;
 - (iv) obstruct, install, store or place anything on any part of the Common Property or on any area providing access to any part of the Common Property;
 - (v) will not drive, operate or use or permit to be driven, operated or used on the Common Property any vehicle or machinery of a weight or nature which is likely to cause damage to the Common Property, and each Owner will be responsible for any loss, damage or injury to such Common Property caused or contributed to by the use by such Owner of any vehicle or machinery, and will forthwith after any such damage or injury occurs repair or cause such damage to be repaired at the Owner's own cost;
 - (vi) use any Common Property designated as a visitor carpark and will ensure visitor carparks (if any) are only used for a short term by guests of Owners and not by Owners;
- (d) **Obstruction of Access:** not obstruct or allow the obstruction of any pathways and driveways on the Land or any easement giving access to the Land or use or allow the use of such pathways, driveways and easements for any purpose other than reasonable ingress and egress to and from the Unit, and in particular will not allow any car, trailer or boat to be parked or left on any part of the Common Property;
- (e) **No illegal use:** not use or permit the Unit to be used for any purpose which is illegal or which may be injurious to the reputation of any Unit or the development as a whole;
- (f) **Fires:** not allow any bonfire or incinerator to be ignited in or upon the Unit, the Common Property, or any part thereof unless in accordance with directions given by the Body Corporate;
- (g) **Rubbish:** not allow any rubbish or litter to accumulate on any Unit, or part thereof, or on the Common Property, nor dispose of waste anywhere except into bins for removal either on the usual days by the local authority or by independent contractors when required to do so by the Body Corporate;
- (h) **Exterior:** alter the colour scheme or appearance of the exterior of a Unit;
- (i) **Signs:** not erect or paint any notice or sign on the exterior of the Unit or any part of the Common Property;
- (j) **Nuisance:** not use the Unit or any part of the Common Property or permit it to be used in any manner, as to cause a nuisance, annoyance, disturbance, damage or injury to any occupier of any Unit;

- (k) **Private patios:** not use any patios, balconies or courtyards of the Unit or any Common Property for drying laundry (except for a "floor standing" drying rack that is not visible from the Common Property, any other Unit or any road) or displaying wall hangings or for storage, and not allow any combustible or hazardous materials or substances or any rubbish or unsightly materials or obsolete furniture to accumulate or be displayed on patios or Common Property;
- (l) **Washing:** not erect or affix any washing lines, poles or other such drying apparatus for a similar purpose (either temporary or permanent) outside a Unit or on the exterior of a Unit;
- (m) **Fences:** not erect any fence, temporary structure, building or shed on any Unit or part thereof, without first obtaining approval in writing of the Body Corporate and the immediately adjacent registered owners to a plan or diagram thereof and such fence, temporary structure, building, or shed will be erected in accordance with such plan or diagram and not paint any fencing without the consent in writing of the Body Corporate;
- (n) **Pests:** not allow the Unit to become infested by vermin or insects;
- (o) **Aerials:** not erect or fix to the Unit any radio or television aerial or antenna or satellite dish without the consent in writing of the Body Corporate;
- (p) **Smoke Free environment:** not smoke or deposit cigarette butts in or on any part of the Common Property and must ensure that any tenant, sub-tenant, tradesperson or visitor complies with this requirement;
- (q) **Blinds, awnings and curtains:** not
 - (i) without the written consent of the Body Corporate, hang on any window visible from outside the Unit any curtains, blinds or louvers except for **[double block out roller blinds the same as those provided by the original developer / white sunshade rollers, white blinds and/or curtains with a white backing]** so as to maintain a uniform and orderly appearance when viewed from outside the Units; or
 - (ii) erect external blinds or awnings.

The Owner will as often as the need will arise (in the opinion of the Body Corporate) replace at the Owner's own cost any curtains, blinds or louvers in the Unit;
- (r) **Floor coverings:** not cover any floor space in the Unit with anything other than covering or treatment that at a minimum meets the noise transmission requirements of the district plan so as to prevent noise transmission from the Unit that is likely to disturb the quiet enjoyment that could reasonably be expected by the Owner of another Unit;
- (s) **Pets:** not keep any animals, birds or pets in the Unit without the consent in writing of the Body Corporate (by way of an application for consent made in the form annexed to these Rules or such other form as the Body Corporate may prescribe from time to time), or alter any part of the Unit or Common Property so as to provide for a cat flap or similar point of entry and egress for any pet into any Common Property. A pet may be removed

at the Owner's cost should the Body Corporate (or any manager appointed by the Body Corporate), acting reasonably, determines that the Owner's pet is interfering with any other Owner's peaceful enjoyment or causing damage to any Common Property;

- (t) **Contractors:** not permit any contractor that is carrying out any repair, maintenance, addition, alterations or other such work on a Unit to cause more than minimal inconvenience to any other Owner and must ensure that such work is carried out in a proper workmanlike manner;
- (u) **Noise:** not make or permit to be made any objectionable noise in the Unit, or the Common Property, or interfere in any way with the peaceful enjoyment of other Owners, or of any person lawfully using the Common Property;
- (v) **Fire hazards:** not permit anything to be done, or bring, or keep anything in the Unit, which may create a fire hazard, or which may increase the fire insurance premium on the Unit, or which may contravene the fire regulations, or the rules, regulations, ordinances or bylaws of any authority having jurisdiction over the Unit or the services supplied to the Units;
- (w) **Security:** not leave the Unit inadequately secured when the Unit is not occupied and an Owner must at all times comply with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the Unit;
- (x) **Occupation of Unit:** not allow the Unit to be occupied by any person other than the registered owner, or the registered owner's family, unless that person has a copy of these Rules (and any amendments) and the Manager has been provided with written notice of that person's full name, landline phone number (if any), cell phone number, email address and address for service and the registered owner shall promptly notify the Manager in writing of any changes to such details;
- (y) **Parking:** not:
 - (i) park or leave, nor permit the parking or leaving of, (other than for delivery purposes) any trucks, large commercial vehicles, trailers, boats or any immobile or broken down vehicle on any berm or public road adjoining the Land;
 - (ii) use any [visitor carpark or any] Accessory Unit for parking a trailer or boat, and must ensure that any vehicle parked in a parking area or Accessory Unit is parked within the marked lines of the [vehicle park or the] Accessory Unit.

The Body Corporate may at the expense of the vehicle's owner, remove any vehicle that is parked in breach of this Rule and the Body Corporate will not be liable for any damage, loss or costs that occur as a result of that removal;

- (z) **Manager:** not interfere with or obstruct the Manager from performing its duties or interfere with or obstruct the Manager from using any part of the Common Property designated by the Body Corporate for the use by the Manager;

- (aa) **Paved areas / Timber Decking:** not alter any exterior, paved, sealed or decked areas without first obtaining the consent in writing of the Body Corporate. The consent of the Body Corporate will not be required to repair or replace damaged tiles or decking in any Unit with like tiles or decking.

3.2 Obligations on use:

An Owner will comply with the following:

- (a) **Fire Drills:** the Body Corporate may require the Owners to perform fire drills, and observe all necessary and proper emergency evacuation procedures, and the Owners will co-operate with the Body Corporate in observing and performing such rules and regulations;
- (b) **Fire Alarm Activation:** an Owner of a Unit may be liable for any costs incurred in the activation of the fire alarm system. This includes the accidental or intentional expelling of smoke from cooking into any Common Property;
- (c) **Fire Walls:** an Owner of a Unit must not penetrate the fire and/or acoustic walls;
- (d) **Damage or Defect:** an Owner must notify the Body Corporate immediately following the Owner becoming aware of any defect, damage, or defilement to the exterior of the Unit or to the Common Property, or any failure or defect in any of the services provided to any of the Units;
- (e) **Damage by Security Personnel:** an Owner must not hold security personnel liable for any damage caused by them to any person or property in carrying out their responsibilities in accordance with the terms of their appointment;
- (f) **Compliance with Security Arrangements:** an Owner must adhere to any security rules and arrangements implemented by the Body Corporate, and ensure that any of the Owner's guests and invitees comply with all such rules and arrangements in respect of the Building. Such rules may, at the discretion of the Body Corporate, include (but not be limited to) the following:
 - (i) the issue of a security key upon conditions, including payment of a deposit;
 - (ii) the right to refuse admission to any person unless prior notice of the identity of that person is given;
 - (iii) the right, upon receiving a complaint, to remove any person from the Building or to refuse admission to any person the Body Corporate considers is likely to be a nuisance; and
 - (iv) the right to enter upon any part of the Building for the purpose of maintaining its security;
- (g) **Telecommunications Services:** an Owner must, where a Unit receives the benefit of telecommunications services, pay on demand by the Body Corporate, the Owner's proportion of the cost of providing those services,

and the maintenance and upgrade of those services from time to time. If an Owner does not pay such charges, the Body Corporate may, without prejudice to its other remedies, authorise the disconnection of all or any such services provided to the Unit and recover the costs of the outstanding charges from the Owner;

- (h) **Water Services:** an Owner must ensure that all things required for the provision of water supply, drainage, wastewater and sewage services to Units or Common Property are only used for the purpose for which they were designed and constructed and an Owner shall not waste water unnecessarily and shall ensure that all taps in the Unit are turned off after use;
- (i) **Glass:** an Owner of a Unit must keep clean all glass contained in windows or doors of a Unit, and replace any cracked or broken glass as soon as possible with glass of the same or better weight and quality;
- (j) **Air conditioners/heat pumps:** an Owner may replace the existing single condenser unit (that is located on the Common Property and for the air conditioner/heat pump servicing the Owner's Unit), if the replacement condenser unit:
 - (i) is installed in the same location as the unit it is replacing;
 - (ii) is new when installed; and
 - (iii) is installed by a properly accredited tradesperson in a good, workmanlike manner, and as unobtrusively as possible (and an Owner must require an installer to make good any damage caused to the Building or Common Property by the installation);

and, in addition, an Owner must keep the condenser unit (or any replacement unit), and its components and related equipment, properly maintained, in a clean and tidy condition and do all things, including (but without limitation) if necessary replacing the condenser unit, to ensure that it operates within the manufacturer's specifications and does not create a nuisance or noise outside the operating parameters set out in those specifications;

- (k) **Accessory Unit power outlets:** an Owner will pay for any power supplied from any electrical power outlet situated in any Accessory Unit owned by that Owner, and if not separately metered the Owner will pay the Body Corporate without delay upon receipt of an invoice from the Body Corporate for that power;
- (l) **Moving and installing heavy objects:** an Owner of a Unit must not, without the prior written consent of the Body Corporate, bring onto or through the Common Property or any Unit, or erect, fix, place or install in any Unit, any object of such weight, size, nature or description that could cause any damage, weakness, movement or structural defect to any Unit or Common Property, and any such damage caused or contributed to shall be paid for by the Owner responsible;
- (m) **Short-term rental accommodation:** an Owner or occupant of a Unit must not use or permit the Unit to be used for any purpose other than as a private residence, and in accordance with the requirements of the District Plan. For clarity the use as a private residence excludes short term

accommodation, bed and breakfast accommodation and accommodation facilitated via "Airbnb" or similar operation.

DRAFT

ANNEXURE

Application Form for Consent to Keep a Small Domestic Animal

Applicant: _____

**Residential
Apartment:**

Unit _____

Animal:

Cat / Dog / Bird (Select one)

Name of pet: _____

Breed: _____

Height of pet:

_____ centimetres (for the actual or anticipated adult height, when measured from floor to top of shoulder)

I/We, the owner or occupier of the above residential apartment, request consent to keep domiciled within my/our apartment the pet described above. I/We acknowledge and agree that:

- (a) it is my/our responsibility to ensure that the consented pet and any area they may occupy is kept in a clean and tidy condition, and that my/our pet will not interfere with any other occupiers' quiet enjoyment at Park Green or cause damage to any common area;
- (b) my/our pet must be kept on a leash or fully restrained by me/us whenever it passes through any common area;
- (c) I/we will pay for any damage to the common area or any property caused by my/our pet;
- (d) my/our pet must be removed from Park Green at my/our cost should the Body Corporate (or any manager appointed by the Body Corporate), acting reasonably, determines that my/our pet is interfering with any other occupier's peaceful enjoyment of Park Green or causing damage to any common area, and I/we must complete the removal of my/our pet within 21 days of the Body Corporate (or its manager) giving me/us notice requesting its removal);
- (e) this consent is for this pet only and only while I/we are the owners or occupiers of the apartment; and
- (f) this consent does not absolve me/us from compliance with any relevant bylaws.

Signed by the Applicant: _____

Date: _____

Consent:

Given / Withheld (Body Corporate to delete one)

**Signed on behalf of the
Body Corporate:** _____

Date: _____

Preliminary Draft Budget

Kohepiro Body Corporate - Lot 4

16 Residential Units

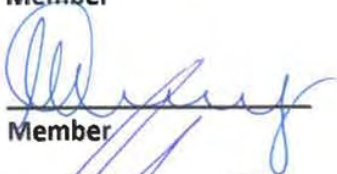


Items	Final Budget	Notes
Administration		
Health and Safety	\$ 581.00	Preparation of a H&S Hazard register (mandatory requirement)
Administration	\$ 5,379.00	Crocker's management services for the administration of the Body Corporate
Utilities/Rubbish		
Water and Waste Water	\$ 3,000.00	Common area water supply
Maintenance/Cleaning		
Building Wash	\$ 3,210.00	Annual exterior building & window wash
Gardens/Lawns	\$ 7,800.00	Maintenance of common area gardens, lawns & hedges
Repairs and Maintenance	\$ 2,000.00	General repairs and maintenance costs
Insurance		
Insurance Premium	\$ 15,755.00	15 month insurance quote from Gallagher NZ Ltd for the Orion Insurance
Valuation Fee	\$ 640.00	Annual insurance valuation
Long Term Maintenance/Contingency Fund		
Long Term Maintenance Plan	\$ 1,112.00	Preparation of the initial LTMP - mandatory under the Unit Titles Act 2010
Long Term Maintenance Fund	\$ 2,250.00	Fund to work in conjunction with the LTMP
Total Expenditure	\$ 41,727.00	NOTE: This Budget is Preliminary ONLY and prepared on the basis of information available. All figures are subject to adjustment to reflect CPI increase during the term of construction Rubbish Collection will be under the Residents Society
GST	\$ 6,259.05	
Total Expenditure inc GST	\$ 47,986.05	

Constitution of Kohepiro Shared Lane Society Incorporated



Member



Member



Member



Witness:

Contents

Clause	Page
1 NAME AND REGISTERED OFFICE	3
2 DEFINITIONS AND INTERPRETATION	3
3 OBJECTS	6
4 MEMBERS MAY CONTRACT	6
5 MEMBERSHIP OF SOCIETY	6
6 OBLIGATIONS OF MEMBERS	8
7 BREACH OF OBLIGATIONS	10
8 OBLIGATIONS OF THE SOCIETY	10
9 LIMITATIONS OF THE SOCIETY	11
10 COMMITTEE	12
11 MANAGER	15
12 GENERAL MEETINGS	15
13 VOTING	17
14 NOTICES	19
15 GENERAL	20
16 ENCUMBRANCE	21
SCHEDULE 1	22
SCHEDULE 3	27
SCHEDULE 4	32

1 Name and Registered Office

- 1.1 **Name** The name of the Society shall be Kohepiro Shared Lane Society Incorporated.
- 1.2 **Registered office** The initial registered office of the Society shall be at Crockers Body Corporate Management Limited, 525 Manukau Road, Epsom, or such other place as the Committee shall nominate from time to time.

2 Definitions and Interpretation

- 2.1 **Definitions** In this Constitution, unless the context otherwise requires:

"Access Lot" means the land being Lot 500 on Deposited Plan 588412 contained in Record of Titles 1126476 to 1126491 (inclusive) and 1126494 to 1126508 (inclusive) being the shared access lane, pedestrian accessway and Community Owned Infrastructure used and enjoyed by Members in conjunction with their Lot.

"Act" means the Incorporated Societies Act 1908.

"Bank" means a registered bank as defined in the Reserve Bank of New Zealand Act 1989.

"Capital Improvements" means structural repairs to, and the replacement or renewal of the Access Lot .

"Committee" means the committee members from time to time elected to manage the affairs of the Society pursuant to this Constitution.

"Community Owned Infrastructure" means the signage, landscaping, paving and concrete surfaces and solar lighting.

"Consent" means all resource consents and approvals issued by the Relevant Authority for the Subdivision.

"Constitution" means this Constitution as amended or added to, including all schedules to this Constitution.

"Default Interest Rate" means 6% above the Society's banker's overdraft rate applicable during the continuance of the default.

"Developer" means Fletcher Residential Limited and its transferees and assignees.

"Development" means the residential development of the Land into multiple lots together with the Access Lot as shown on the plan annexed as Schedule 2 to this Constitution.

"Expense Year" means each 12 month period commencing on 1 April and ending on 31 March, or such other 12 month period as the Committee from time to time sets.

"First Members" means those people listed on incorporation as being the first Members of the Society.

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

"Land" means all of the Land comprising of Lot 5 Deposited Plan 567482.

"Land Covenants" means the covenants registered by the Developer against each of the Owners Titles.

"Lot" means Lots 107 to 121 (inclusive) and 124 to 138 (inclusive) on Deposited Plan 588412 together with the principal units and/or lots to be created from lot 4 Deposited Plan 588412 all within the Development. For the avoidance of doubt, lots 122 and 123 on Deposited Plan 588412 will not utilise the Access Lot and are therefore not a "Lot" for the purposes of this Constitution.

"Management Agreement" means the agreement between the first Manager and the Society dated on or about the date of this agreement.

"Manager" means the manager appointed pursuant to clause 11.

"Member" means each person who shall from time to time be a member of the Society, as required by clause 5.

"Member's Proportion" means the equal share of Operating Expenses.

"Occupier" means any person occupying (permanently or temporarily) the whole or any part of any Lot or Residential Property under any lease, license or other occupancy right and shall include all members of an Owner's family.

"Operating Expenses" means the total sum of any rates, taxes, costs and expenses of the Society properly or reasonably assessed or assessable paid or payable or otherwise incurred in respect of the Access Lot and the operation of the Society (including, without limitation, the Management Expenses and Management Fee) but shall exclude any costs payable for a Special Levy.

"Owner" means each person registered as an owner (whether individually or with others) of a Lot.

"Owner's Title" means the Record of Title issued for an Owner's Residential Property.

"Park Green Development" means the subdivision and housing development being undertaken at 2 Wintergarden Avenue, Hingaia by the Developer.

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

"Relevant Authority" means any statutory or local authority having jurisdiction over the Development.

"Residential Property" means a residential property on a Lot within the Development for which a Record of Title has been issued.

"Rules" means rules promulgated by the Society including the clauses in this Constitution and the Society Rules attached hereto as Schedule 1.

"Society" means Kohepiro Shared Lane Society Incorporated.

“Special Levy” means a levy made on a Member under clause 6.2.

“Special Resolution” means a resolution of the Society in general meeting passed by a majority of not less than 75% of such Members present in person or by proxy and entitled to vote provided however that it must include the Controlling Member (if there is one).

“Working Day” means any day of the week, which shall be deemed to commence at 9.00am and to terminate at 5.00pm, other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, Matariki Day and Labour Day; and
- (b) A day in the period commencing on the 23rd day of December in any year and ending on the 5th day of January in the following year, both days inclusive; and
- (c) The day observed as the anniversary of any province in which an act is to be done.

2.2 Interpretation In this Constitution, unless the context otherwise requires:

- (a) words denoting the singular shall include the plural and vice versa;
- (b) one gender includes the other genders;
- (c) words denoting persons shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state, agency of a state, municipal authority, government or any statutory body in each case whether or not having separate legal identity;
- (d) any covenant or agreement on the part of two or more persons shall bind those persons jointly and severally;
- (e) reference to anything of a particular nature following upon a general statement shall not in any way derogate from, or limit the application of the general statement, unless the particular context requires such derogation or limitation;
- (f) any reference to “month” or “monthly” shall mean, respectively, calendar month or calendar monthly;
- (g) references to rules are references to Rules to this Constitution;
- (h) the table of contents, section headings and clause headings have been inserted for convenience and as a quick guide to the provisions of this Constitution and shall not form part of this Constitution or affect its interpretation in any way; and
- (i) reference to any statute, regulation, ordinance or bylaw shall be deemed to extend to all statutes, regulations, ordinances or bylaws amending, consolidating or replacing the same.

3 Objects

3.1 Objects The Society is formed to promote the following objects for the benefit of Members:

- (a) the ongoing maintenance and management of the Access Lot by the Society;
- (b) to ensure the proper operation, maintenance, repair, renovation and replacement of the Access Lot by the levying of Members for the purpose of providing funds for and meeting the costs and expenses of such work;
- (c) the full and proper use of the Access Lot by Members;
- (d) to promulgate and enforce Rules and covenants benefiting Members and the Development generally and specifically the encumbrance registered against each of the Owner's Titles;
- (e) to promulgate and enforce bylaws and covenants to ensure the obligations regarding the management of the Access Lot including compliance with all relevant laws and requirements of governmental departments are upheld; and
- (f) to maintain the Access Lot generally as a safe, clean and well presented environment as a whole.

3.2 No Pecuniary Gain The Society does not have any of the following as an object:

- (a) the pecuniary gain of Members, and (subject to clause 15.1) no Member shall be entitled to receive any dividend out of any levy, fee, donation or other income or funds of the Society; or
- (b) the carrying on of trading activities; or
- (c) the carrying on of business for profit.

4 Members May Contract

- 4.1 Ability to Contract** A Member may enter into any agreement or understanding with the Society for the supply of any goods or services for such consideration and on such other terms and conditions as would be reasonable if that person were not a Member.

5 Membership of Society

- 5.1 First Members** The First Members shall be deemed to have resigned from the Society as soon as there are more than seven Owners (excluding the Developer) as Members. The First Members shall be entitled to vote at any meeting of the Society to elect a Committee and exercise all rights of Members set out in this Constitution but shall have no obligations as Members.
- 5.2 Owners to be Members** Subject to clause 5.1, each Owner shall be a Member and only Owners can be Members, and for that purpose:
- (a) An Encumbrance shall be noted against each Owner's Title in favour of the Society whereby each Owner covenants to become and remain a Member and to perform the obligations of the Member as set out in this Constitution. Each Member shall prior to

settling the sale of a Residential Property procure the Purchaser to enter into, execute and deliver to the Society a Deed of Covenant in favour of the Society, wherein the Purchaser covenants to become contemporaneously with the transfer of the Residential Property and remain a Member, and to observe and perform the obligations of a Member as set out in this Constitution. The Deed of Covenant shall be in the form attached and prepared by the solicitors for the selling Member, and the selling Member shall pay the reasonable legal fees and disbursements of the Society's solicitors (if any) in such matter.

- (b) The selling Member shall at least 5 days prior to settlement of such Members sale of its property request from the Manager a certificate of indebtedness and the selling Member shall pay such amount as required by such certificate including the Manager's reasonable fee for providing such certificate.
- (c) A Member shall be deemed to have resigned from the Society immediately upon that Member ceasing to be an Owner, provided that such resignation shall not relieve a person of any obligation or liability arising before that person ceased to be a Member.
- (d) Each Owner shall immediately upon becoming an Owner, (and thereafter as any details change), provide the Society with the details necessary for maintenance of the register of Members pursuant to clause 5.4, and shall upon entry of the details into the register, become a Member.

5.3 Developer as Controlling Member Until the Development and the adjoining Park Green Development is fully completed, the Developer shall be the controlling member ("**Controlling Member**") of the Society, regardless of whether the Developer is at any time a Member. The Controlling Member shall have only the rights specified in this Constitution, and shall have no other rights or any obligations of a Member. No reference in this Constitution to a Member shall be taken as including a reference to the Controlling Member. Upon the Development and the adjoining Park Green Development being completed, the Developer shall be deemed to have resigned as Controlling Member, and thereafter, there shall be no Controlling Member in respect of the Society.

5.4 Register of Members The Society shall maintain a register of Members recording:

- (a) **For each Member:** name, address, occupation, telephone number, facsimile number, email address and car registration.
- (b) **Membership:** the date upon which each Member became a Member.
- (c) **Voting:** where there is more than one Owner of a Residential Property, which of such Owners is entitled to vote in accordance with clause 13.1.
- (d) **Mortgagee:** name, contact person, telephone number and facsimile number of any person holding a mortgage over the Member's Residential Property.

5.5 Not Assignable The rights, privileges and obligations of a Member are not assignable.

5.6 More than one Owner If there is more than one Owner for a Residential Property, such Owners shall collectively constitute one Member.

5.7 Access to Information

- (a) On reasonable notice and at reasonable times the Society shall make available for inspection by Members copies of this Constitution, the Rules and the Financial Reports presented to the last Annual General Meeting and the minutes of previous Annual General Meetings.
- (b) Members shall not be permitted to inspect the Membership register.

6 Obligations of Members

6.1 Levies

- (a) Prior to or as soon as practicable following a resolution, by the Members or the Committee, passed in accordance with the Rules and after the commencement of each Expense Year, the Society shall by written notice advise each Member of their share of Operating Expenses for that Expense Year ("**Society's Estimate**"), plus such contingency sum as the Society may, in its sole discretion, fix. The levies shall be based on an even share for each Lot in the Development and shall be set annually at the relevant annual general meeting of the Society based on a budget provided by the Manager for such purpose.
- (b) Each Member shall pay in each Expense Year their share applicable to that Expense Year. Payment shall be made by each Member in the manner set by the Society from time to time.
- (c) As soon as practicable after the end of each Expense Year, the Society shall provide to each Member an itemised statement of the actual Operating Expenses for the previous Expense Year. If the actual Operating Expenses for the previous Expense Year are less than the total payments made by the Members pursuant to clause 6.1(b), the Society shall determine what to do with such difference at the next following annual general meeting of the Society.

6.2 Special Levies The Committee:

- (a) May from time to time fix an additional levy to be paid by each Member together with the Society's Estimate for that Member, to be set aside as a sinking fund to allow for and meet the costs of Capital Improvements.
- (b) May from time to time fix such special levies, payable by each Member at such times as are set by the Society, as the Society considers are necessary for it to meet its obligations under this Constitution. Any levy payable by a Member under this clause shall be an equal share of the total estimated cost to be provided for and met from the proceeds of the levies paid any Members.

6.3 Sale of Residential Property

- (a) Where a Member ("**the Seller**") sells a Residential Property:
 - (i) Notwithstanding any other clause in this Constitution, the Seller shall remain liable for sums owed to the Society by that Seller.

- (ii) The Seller shall continue to be liable as a primary and principal debtor for all indebtedness of the purchaser of the Residential Property to the Society until such time as a Deed of Covenant specified in clause 5.2(a) is received by the Society.
- (iii) The buyer of the Residential Property shall be liable as a Member for any indebtedness of the Seller to the Society in respect of the Residential Property purchased and a certificate issued by the Society showing the indebtedness of the Seller to the Society shall be conclusive as to the sum of this indebtedness.
- (b) The Society shall on application by a Member, or any person authorised in writing by such Member, provide the Member or authorised person with a statement of the indebtedness of the Member to the Society calculated to the date specified in the application. The statement shall show:
 - (i) the Society's estimate of such Member's Proportion of Operating Expenses for the current Expense Year;
 - (ii) payments made by the Member on account of Operating Expenses in the current Expense Year;
 - (iii) payments due from the Member on account of Operating Expenses in the current Expense Year, and not paid by the Member; and
 - (iv) any accumulated unpaid default interest.

6.4 **Covenants and Rules** Each Member agrees to promptly and duly comply with any rules made by the Society from time to time.

6.5 **Staged Development** The Members acknowledge that the Development is to be developed in stages with new owners becoming members as each stage is completed.

- (a) Where in any Expense Year new Lots become available the Society shall charge such new Owner their annual share of the Operating Expenses calculated on a pro rata basis for the period from the date the new Owner acquired the new Lot to the end of the then current Expense Year.
- (b) The Members acknowledge that the Development is on-going and that the Society is required to allow the Developer such access to, and use of the Access Lot as is necessary or desirable for the Development to proceed. Each Member agrees:
 - (i) to and hereby allows the Developer access to the Access Lot for the purpose of proceeding with the Development;
 - (ii) not to prevent, hinder or obstruct the use by the Developer or anyone so authorised by the Developer of the Access Lot ; and
 - (iii) that neither the Member nor the Society shall oppose or take part in any opposition to the Development or the Developer's ongoing Park Green Development.

6.6 **Covenants regarding the matters set out in clause 6** shall be noted against each Owner's title in favour of the Society. The Society shall not agree to the alteration to the terms of the covenants as first noted against each Owner's title.

7 Breach of Obligations

- 7.1 **Occupiers and Invitees** A reference to an act or omission by any Member shall include any act or omission by any mortgagee in possession of that Member's Residential Property or the occupiers of such Member's Residential Property, the invitees of such occupier and the invitees of such Member.
- 7.2 **Consequences** Upon any breach of this Constitution by a Member ("**Offending Member**"):
- (a) where damage has been caused to the Access Lot , the Offending Member shall make good such damage;
 - (b) if such default continues for seven days after notice is given by the Society to the Offending Member to remedy the default, the Society may do anything, including paying money, necessary to remedy the default;
 - (c) all money paid and expenses incurred by the Society (including any legal costs of the Society) in remedying, or attempting to remedy, any breach by an Offending Member of this Constitution, or incurred in the exercise, or attempted exercise, or enforcement or attempted enforcement of any power, right or remedy of the Society in respect of such breach, shall be a debt due from the Offending Member to the Society; and
 - (d) if any money payable by an Offending Member to the Society is in arrears and unpaid for seven days (whether or not formal demand for payment has been made and without any formal demand being necessary) such money shall be payable on demand and shall bear interest at the Default Interest Rate, computed on a daily basis from the due date until the date of payment in full.

THE SOCIETY

8 Obligations of the Society

- 8.1 **Rules** The Society shall promulgate, amend and distribute to Members from time to time rules in respect of the use and maintenance of the Access Lot (including any restrictions on use for security, maintenance or other reasons). The first such rules shall be those rules attached as Schedule 1 to this Constitution.
- 8.2 The Society shall ensure the proper operation, maintenance and repair of the Access Lot as may from time to time be necessary for the reasonable use and enjoyment of the Access Lot by the Owners.
- 8.3 **Insurance** The Society shall effect and maintain any insurance as it considers prudent with respect to the Access Lot and the Society's affairs, and shall meet any costs of such insurance (which shall include any valuations and other professional fees required or deemed desirable for the purposes of such insurance and the cost of certificates relating to such insurances).
- 8.4 **Private and Pedestrian Access** The Society shall ensure that courier services and emergency service vehicles have a practicable right of access over the Access Lot at all times.

8.5 Access Lot

- (a) The rights and obligations of the Members to use the Access Lot shall be the same as the rights and obligations of grantee as set out in the provisions of Schedule 5 of the Property Law Act 2007 and Schedule 5 of the Land Transfer Regulations 2018 in respect of the rights of way.
- (b) In the event that any dispute arises between the Members and/or the Society, clauses 15.5 and 15.6 shall apply.

8.6 Consents & Territorial Authority

The Society shall comply with the conditions of any Consent issued by any Relevant Authority in respect of the Access Lot.

8.7 Financial Reports

- (a) The Society shall provide to a prospective purchaser of developed property, within 5 working days after receiving a request, a copy of the most recent financial statements of the Society.
- (b) The Society shall ensure that financial statements of the Society are provided to Members. The Society shall audit such financial statements if so required to do by a majority of Members voting at a meeting in accordance with and pursuant to clause 12.3.

9 Limitations of the Society

- 9.1 **No Indebtedness** The Society shall not borrow any money other than short-term borrowing to cover any temporary shortfall in meeting the Society's obligations under this Constitution, except by Special Resolution.
- 9.2 **No Investments** The Society shall hold all funds with a bank registered under the Reserve Bank of New Zealand Act 1989 and shall not invest those funds other than by deposit with such a bank, except by Special Resolution. All moneys paid to the Society by the Members shall only be applied for one or more of the activities referred to in clause 9.4.
- 9.3 **No Improper Use** The Access Lot shall be used only for its proper purposes and the Members shall have the right to use the Access Lot in accordance with the Rules.
- 9.4 **No Activities Except Permitted Activities** The Society shall only be permitted to carry on one or more of the following activities:
 - (a) Owning, leasing, licensing, maintaining, administering, or operating the Access Lot;
 - (b) Issuing licences to members or shareholders of the specified entity that confer rights on those members or shareholders to use the Access Lot, and administering and enforcing those licences in accordance with the rules;
 - (c) Managing and administering the specified entity and administering and enforcing the rules;

- (d) Any incidental activities that the specified entity considers are beneficial for members or shareholders of the specified entity.

OPERATION OF THE SOCIETY

10 Committee

- 10.1 **Powers** The administration of the Society shall be vested in the Society in general meeting and shall be delegated to the Committee. The Committee may exercise any powers, authority and discretions of the Society as permitted by this Constitution and do on its behalf all such acts as they deem necessary or expedient. The powers, authority and discretions as exercised by the Committee are subject always to any limitation which may from time to time be imposed by the Society.
- 10.2 **Delegation of Powers to Subcommittee or Manager** The Committee may delegate any of its powers to committees consisting of such member or members of their body as they think fit or to a Manager. Any committee so formed or Manager so appointed shall in the exercise of the powers so delegated conform to directions of the Committee.
- 10.3 **Bank Accounts** The Society shall establish a bank account (and may do so by delegating such matter to the Manager) and any drawings on that account (including any cheque drawn on that account) shall be made only under the signature of the Chairperson and one other member of the Committee or the signature of the Manager.
- 10.4 **Documents** All documents and written announcements requiring execution on behalf of the Society must be signed by the chairperson with the exception of the Deed of Covenant attached as Schedule 4 which may be signed in accordance with clause 10.10 of this Constitution.
- 10.5 **Composition** The Committee shall comprise the following persons:
 - (a) a chairperson; and
 - (b) a minimum of 3 and a maximum of 7 general Committee members, as determined by the Society in a general meeting before election of Committee members.
- 10.6 **Committee Members**
 - (a) The Controlling Member (if there is one) shall be a general Committee member. The balance of the Committee shall be elected by the Society at every annual general meeting and may be elected at any other time by the Society in the general meeting, provided that the Society shall only elect persons as members of the Committee and shall not elect any person specifically as chairperson.
 - (b) A Committee member shall hold elected position until the earliest of:
 - (i) the next annual general meeting following election (when the Committee member shall be eligible for re-election);
 - (ii) the date written resignation from the position is received by the Society;
 - (iii) the date of removal from such position by the Society in general meeting; or

- (iv) the date of cessation of membership.
- (c) In the event of a casual vacancy in any position on the Committee (whether caused by death, cessation of membership from the Society or some other means) the remaining Committee members may appoint another Member to fill the vacancy until the position is filled by the Society in general meeting.
- (d) Notwithstanding any other clause in this Constitution, the Controlling Member shall remain as a general Committee member for so long as they remain Controlling Member, and the Society shall not be entitled to remove either from those positions for any reason whatsoever.

10.7 Duties of Treasurer/Secretary The Committee shall appoint, remove and replace a treasurer/secretary from time to time to carry out such of the obligations of the treasurer/secretary as the Committee shall see fit. The treasurer/secretary shall be the Manager where a Manager has been appointed and all duties shall be delegated to the Manager accordingly:

- (a) convene general meetings when requested to do so in accordance with this Constitution;
- (b) attend all meetings of the Committee and have full speaking rights at such meetings;
- (c) give all notices required to be given by these clauses or as directed from time to time by the Society or the Committee;
- (d) be and undertake all duties required of a "statutory officer" or similar pursuant to the Act (if any);
- (e) keep minutes at all general meetings and Committee meetings, make these available to Members on request and enter into the minute book:
 - (i) the time, date and venue of such meeting; and
 - (ii) all business considered and resolutions passed at such meeting;
- (f) hold in safe custody the common seal of the Society;
- (g) receive and issue receipts for all annual levies, additional fees and any other moneys paid to the Society;
- (h) operate and maintain a current bank account in the name of the Society;
- (i) pay accounts properly incurred by or on behalf of the Society;
- (j) report immediately to the Society any Member who fails to pay annual levies or additional fees within the prescribed period;
- (k) keep all financial records and any security documents in safe custody;
- (l) compile proper accounting records from time to time as required by the Act or by the Committee which give a true, fair and complete account of the financial affairs and transactions of the Society; and

- (m) compile the financial statements immediately following each financial year as required by the Act and if required provide for the auditing of those records and the distribution of the audited financial statements to Members.

10.8 Conduct of Meetings The Committee may meet together, adjourn or otherwise regulate its meeting and procedures for conducting its business as it thinks fit. A majority of the members of the Committee from time to time, provided that such majority includes the Controlling Member (if there is one) shall form a quorum for a Committee meeting. No business of the Committee shall be conducted at any time when less than a quorum is present at the same time and place. The Committee may meet at any time and the secretary shall upon the request of the chairperson or not less than 50% of Committee members or the Controlling Member, convene a meeting of the Committee.

10.9 Chairperson

- (a) The Committee from time to time shall appoint, remove and replace a chairperson for such term as it sees fit from one of their number (provided that the Controlling Member shall not be the chairperson) to chair Committee meetings and otherwise exercise the powers of the chairperson set out in this Constitution.
- (b) In the case of a tie in votes the chairperson may exercise a casting vote.

10.10 Seal The Committee may obtain a common seal for the use of the Society and shall provide for its safe custody. The common seal shall not be used except by resolution of the Committee. Every instrument to which the common seal is affixed shall be signed by two members of the Committee or the Manager. Notwithstanding the foregoing, while there is a Controlling Member, the Controlling Member's signature shall bind the Society to such instruments, agreements or deeds as are reasonably necessary to facilitate the completion of the Development and/or the Park Green Development such as (without limitation) Consent Forms and Authority & Instruction forms for plan deposits, subdivisions and unit title developments. Any deed signed by the Controlling Member must be signed with the common seal (if any) in accordance with the Act.

10.11 Voting Resolutions of the Committee shall be passed by majority. Each Committee member shall be entitled to exercise one vote provided that the treasurer/secretary shall not be entitled to vote and further provided that the Controlling Member (if there is one) shall be entitled to exercise a number of votes equal to one more than the number of other Committee members present at any Committee meeting. Notwithstanding any contrary provision in this Constitution a resolution in writing signed by such of the Committee members as would constitute a quorum at a Committee meeting shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and constituted.

10.12 Validity of Committee's Actions All acts properly done by any meeting of the Committee or by any person acting as a Committee member notwithstanding that it may afterwards be discovered that there was some defect in the appointment or continuance in office of any such Committee member 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 Committee member.

10.13 Committee Minutes and Records The Committee shall cause proper minutes to be kept of the proceedings of any meetings of the Society and of the Committee. All business transacted at such meetings 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.

11 **Manager**

11.1 First Manager The first manager shall be Crockers Body Corporate Management Limited or any other manager nominated by the Controlling Member which shall manage the Society in accordance with the Management Agreement. On expiry or termination of the Management Agreement, a manager shall be appointed by the Committee under clause 10.

11.2 Appointment and Duties Subject to clause 11.1, the Committee shall appoint, remove and replace a Manager from time to time to carry out such of the obligations of the Society, and exercise such of the discretions and powers of the Society, as the Committee shall see fit. Such appointment shall be for the term, at the remuneration and on such terms and conditions as the Committee may agree with the Manager.

12 **General Meetings**

12.1 Annual General Meeting In addition to any other meetings in that year the Society shall hold an annual general meeting each year. Not more than 18 months shall elapse between the date of one annual general meeting and that of the next. The Committee will determine the time and place of each year's annual general meeting.

12.2 Special General Meetings A general meeting other than an annual general meeting may be requested by the Committee or by written requisitions signed by not less than 25% of current Members or by the Controlling Member. The secretary shall call a special general meeting within 14 days of receiving an effective request.

12.3 Powers of the Society General Meeting The Society in general meeting may, by resolution, exercise all powers, authorities and discretions of the Society notwithstanding that any such power, authority and discretion may have been delegated to the Committee by or pursuant to this Constitution. Notwithstanding any contrary provision in this Constitution a resolution in writing signed by 75% of the Members entitled to vote in person, by proxy or by postal vote at general meetings together with the controlling Member (if there is one), shall be as valid and effectual as if it had been passed at a general meeting of the Society duly convened and constituted.

12.4 Quorum No business shall be transacted at any general meeting of the Society unless the quorum is present when a meeting proceeds to business. Quorums shall be not less than 25% of the Members eligible to vote at general meetings, present in person or by proxy, or present and participating in the meeting by means of audio, audio and visual, or electronic communication, or by those who have cast postal votes, together with the Controlling Member (if there is one).

12.5 Notice of General Meeting A notice of general meeting of the Society 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. In the case of a general meeting other than an annual general meeting such notice shall specify all business and all notices of motions to

be considered at such meeting. No business or notice of motion which is not specified shall be discussed or transacted at such meeting.

If postal voting is permitted the notice of the meeting must state the name of the person authorised by the Committee to receive and count postal votes at that meeting. If no person has been authorised to receive and count postal votes at that meeting, or if the Committee has been named as so being authorised, every member of the Committee is deemed to be so authorised.

12.6 Failure to Give Notice The accidental omission to give notice or the non-receipt of such notice by any Member shall not invalidate the proceedings at any such meeting.

12.7 The Chairperson The chairperson at any general meeting shall be:

- (a) the chairperson of the Society; or
- (b) if the Chairperson is unavailable or unwilling then the Society's Manager; or
- (c) if neither the chairperson or the Manger is present or neither is willing to take the chair then those Committee members who are present may choose one of their number to chair the meeting.

12.8 Adjournment

- (a) If a quorum is not present within half an hour from the time appointment for the holding of a general meeting convened on requisition of Members, the meeting shall be dissolved.
- (b) If a quorum is not present within half an hour from the time appointed for the holding of an Annual General Meeting or a general meeting **requested by the Committee or by the Controlling Member**, the meeting 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 Committee shall determine (such date not to be later than 14 days from the date of the adjourned meeting). 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 together with the Controlling Member (if there is one) shall constitute a quorum.

12.9 Adjourned Meetings No business other than that business which might have been transacted at the meeting from which the adjournment took place shall be transacted at any adjourned meeting. Members shall not be entitled to receive any notice in respect of adjourned meetings.

12.10 Information that must be presented at a General Meeting The Chairperson shall be responsible (or the Manager where these responsibilities have been delegated) for presenting at a General Meeting the annual report, financial statements, disclosure of interests made by officers and minutes from the last annual general meeting.

13 Voting

- 13.1 One Member - One Vote** Each Member of the Society (not at that time being in breach of the Constitution) shall be entitled to one vote for each Residential Property of which that Member is a registered owner, which may be exercised either in person, or by proxy, or by postal vote. Where there is more than one Owner in respect of any property within the Development and such Owners are collectively a Member pursuant to clause 5.6, only one such Owner shall be entitled to vote. In the absence of agreement between such Owners as to who shall exercise this vote, the Owner appearing first on the record of title to the property within the Development shall be entitled to exercise that vote. On the death of any Member and pending the transfer of that Member's property within the Development, the executor of that Member's estate shall be entitled to exercise that Member's vote.
- 13.2 Controlling Member's Vote** The Controlling Member (if there is one) shall be entitled to exercise a number of votes equal to one more than the number of Members present at any general meeting.
- 13.3 Corporation Representatives** Any corporation which is a Member may by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Society, and the person so authorised shall be entitled to exercise the same powers of the corporation which that person represents as that corporation could exercise if it were an individual Member, and references in this Constitution to a Member being present in person shall mean and include a representative appointed pursuant to this clause, and such person may also stand for election to the Committee.
- 13.4 No Vote If Fees Unpaid** Unless all annual levies and additional fees presently payable by the Member to the Society have been paid in full the Member shall not be entitled to vote at any general meeting of the Society, whether in his own right or as a proxy for another person.
- 13.5 Voting at Meetings** At any general meeting:
- (a) a resolution may be put to the vote by the chairperson or by any Member present at the meeting and entitled to vote;
 - (b) resolutions put to the vote shall be decided on voices, a show of hands, by proxy or by postal vote unless a poll is demanded on or before declaration of the result by:
 - (i) the chairperson of the meeting; or
 - (ii) at least 50% of the Members present in person or by proxy;
 - (c) in the case of a resolution put to the vote of the meeting by voices, a show of hands, by proxy or by postal vote, a declaration by the chairperson that such resolution has been carried or lost or an entry to that effect in the Society's minute book, shall be conclusive evidence of that fact without further proof of the number or proportion of votes recorded in favour of or against such resolution;
 - (d) resolutions shall be passed by a majority of votes except where Special Resolution or the unanimous resolution of all Members is required by this Constitution; and
 - (e) in the case of a tie in votes the chairperson may exercise a casting vote.
- 13.6 Postal Vote** A Member may exercise the right to vote at a meeting by casting a postal vote in accordance with the following provisions:

- (a) A Member may cast a postal vote on all or any of the matters to be voted on at the meeting by sending a notice of how that Member has voted to a person authorised to receive and count postal votes at that meeting. The notice must reach that person not less than 48 hours before the start of the meeting.
- (b) It is the duty of a person authorised to receive and count postal votes at a meeting to collect together all postal votes received and to count the number of votes in favour and against each resolution to be voted on at the meeting, and present the results of the counts in a certificate to the chairperson of the meeting.
- (c) The chairperson must ensure the certificate of postal votes is annexed to the minutes of the meeting.
- (d) A postal vote may be cast using electronic means permitted by the Committee.

13.7 Form of Postal Vote The instrument containing the postal vote may be in the following form or in a common or usual form:

I _____ of _____ being a member of Kohepiro Shared Lane Society Incorporated hereby vote at the [annual] general meeting of Kohepiro Shared Lane Society Incorporated to be held on the _____ day of _____ and at any adjournment thereof in favour of/against the following resolutions:

Signed this _____ day of _____ 20_____

13.8 Good Faith Members shall in exercising any vote at any general meeting, or as a Committee Member, exercise such vote in good faith with a view to ensuring that all Members are treated equally by the Society and that each Member shall bear and pay that Members Share of all Operating Expenses and of all costs and expenses to be met by levies made by the Society under clauses 6.1 and 6.2 irrespective of whether any expenditure by the Society benefits all Members.

13.9 Instruments Appointing Proxies The instrument appointing a proxy shall be in writing under the hand of the appointor or the appointor's attorney duly authorised in writing or, if the appointor is a corporation or body corporate either under seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A member shall be entitled to instruct his or her proxy in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as he or she thinks fit.

13.10 Form of Proxy The instrument appointing a proxy may be in the following form or in a common or usual form:

I _____ of _____ being a member of Kohepiro Shared Lane Society Incorporated hereby appoint _____ of _____ or failing him or her _____ of _____ as my proxy to vote for me on my behalf at the [annual] general meeting of Kohepiro Shared Lane Society Incorporated to be held on the _____ day of _____ and at any adjournment thereof.

My proxy is hereby authorised to vote in favour of/against the following resolutions:

Signed this day of 20 .

- 13.11 Notice of Proxy** The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office or at such other place within New Zealand as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named on the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
- 13.12 Validity of Proxy** A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed if no intimation in writing of such death, unsoundness of mind or revocation was aforesaid has been received by the Society at the registered office by the commencement of the meeting or adjourned meeting as which the instrument is issued.
- 13.13 Objection to Proxy** No objection shall be raised to the qualifications of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at that meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.
- 13.14 Members of Unsound Mind** A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by such person as properly has the management of his or her estate and any such person may vote by attorney or by proxy.

14 Notices

- 14.1 Notices to Members** A notice required or authorised to be served, delivered, given or sent to any member will be deemed to have been sufficiently served, delivered or sent if:
- (a) delivered personally to the Member; or
 - (b) sent by ordinary post addressed to the Member at the address of the Member appearing in the Register of Members; or
 - (c) it is transmitted to the email address appearing in the Register of Members.
- 14.2 Notice to the Society** A notice required or authorised to be served, delivered, given or sent to the Society will be deemed to have been served, delivered, given or sent if:
- (a) delivered to the registered office; or
 - (b) sent by ordinary post addressed to the Society at the registered office; or
 - (c) transmitted to the email address for the Society Manager.

- 14.3 **Deemed receipt** A notice sent by post pursuant to this clause will be deemed to have been received by the addressee 48 hours after time of posting.
- 14.4 **Omission** The accidental omission to give notice of a meeting to or the non receipt of a notice of a meeting by any Member entitled to receive notice will not invalidate the proceedings at the meeting.

GENERAL

15 General

- 15.1 **Dissolution** With the prior written consent of the Territorial Authority, the Society may be wound up in accordance with section 24 of the Act. Upon winding up of the Society ownership of the Access Lot shall vest in the Members as tenants in common in equal shares and the Society shall take all necessary steps to vest legal title to the Access Lot in the Members.
- 15.2 **Alteration of Constitution**
- (a) This Constitution shall not be amended, added to or rescinded except 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 this Constitution.
 - (b) No clause, including this one, shall be amended, added to or rescinded except by Special Resolution.
- 15.3 **Liability of Member**
- (a) No Member shall be under any liability in respect of any contract or other obligation made or incurred by the Society.
 - (b) The Society shall indemnify each Member against any liability properly incurred by such Member in respect of the affairs of the Society to the extent of property owned by the Society.
 - (c) No action in law or otherwise shall lie in favour of any Member against any other Member or the committee or any Committee member in respect of any act or omission pursuant to these Rules.
 - (d) Nothing in this clause shall prevent an action in respect of any loss or expense arising from the wilful default of any person against whom such action is taken.
- 15.4 **Indemnity** Each Member shall indemnify and keep indemnified the Society from and against any action, claim, demand, loss, damage, cost, expense and liability which the Society may suffer or incur or for which the Society may become liable in respect of or arising from any breach of this Constitution by the Member.
- 15.5 **Dispute Resolution**
- (a) **Good Faith Discussion:** In the event that any dispute arises between the parties in any way arising out of or in connection with this agreement the parties shall enter into

discussions in good faith with a view to resolving the dispute amicably as soon as practicable. Either party may terminate these discussions at any time.

- (b) **Notice of Mediation:** If any dispute or difference arises between the parties in any way arising out of or in connection with this agreement and such dispute has not been resolved within 15 Business Days of the commencement of discussions pursuant to clause 15.5(a), either party may give written notice of its intention to refer such dispute or difference to mediation.
- (c) **Agreement to Mediate:** If a request to mediate is made then the parties shall endeavor to agree on a mediator and shall submit the matter in dispute to the mediator. The mediator shall discuss the matter with the parties (separately or jointly in the discretion of the mediator) and endeavor to resolve it by their agreement. All discussions in the mediation shall be without prejudice and shall not be referred to in any later proceedings. The parties shall bear their own costs in the mediation and shall each pay half of the costs of the mediator.

15.6 **Arbitration:** If:

- (a) **No Resolution by Discussions:** the dispute has not been resolved by the discussions of the parties pursuant to clause 15.5(a); or
- (b) **No Mediation Notice:** the parties have agreed upon mediation but have been unable within 10 Business Days of such agreement to agree upon a mediator; or
- (c) **No Agreement:** no agreement has been reached in mediation within 1 month of the service of the notice of mediation, or within such further time as the parties may agree;

then the matter in dispute may be referred to arbitration upon the service of a notice of intention to commence arbitration which shall be governed by the Arbitration Act 1996 except to the extent modified by this agreement.

- (d) **Arbitrator:** The arbitration shall be by a single arbitrator. If the parties cannot agree upon an arbitrator within 10 Business Days of service of the notice of intention to commence arbitration either party may request the president of the Arbitrators Institute of New Zealand Inc. to appoint a sole arbitrator. Either party may request the appointment of an assessor to sit with the arbitrator but any such assessor shall have an advisory role only and shall not have the authority to make a binding decision. If the parties cannot agree upon an assessor in a reasonable time then the arbitrator may appoint an assessor.

16 **Encumbrance**

- 16.1 Every Member of the Society from time to time shall encumber the land owned by that Member with a memorandum of encumbrance so that at all times every property will be subject to a memorandum of encumbrance in terms of these provisions.
- 16.2 The Memorandum of Encumbrance shall be in the following form and to the following effect (except as the same is varied from time to time by the Society) as attached as Schedule 3.

SCHEDULE 1

SOCIETY RULES

1 Definitions and Interpretation

1.1 Definitions in these rules, unless the context otherwise requires:

"Access Lot" means the land being Lot 500 on Deposited Plan 588412 contained in Record of Titles 1126476 to 1126491 (inclusive) and 1126494 to 1126508 (inclusive) being the shared access lane, pedestrian accessway and Community Owned Infrastructure used and enjoyed by Members in conjunction with their Lot.

"Chairperson" means the person appointed to chair the Society committee meetings and otherwise exercise the powers of the chairperson set out in the Constitution.

"Committee" means the committee members from time to time elected to manage the affairs of the Society pursuant to the Constitution.

"Community Owned Infrastructure" means the signage, landscaping, paving and concrete surfaces and solar lighting.

"Constitution" means the Constitution of Kohepiro Shared Lane Society Incorporated as amended or added to, including all schedules to the Constitution.

"Development" means the residential development of the Land into multiple lots together with the Access Lot as shown on the plan annexed as Schedule 2 to the Constitution.

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

"Land" means all of the Land comprising of Lot 5 Deposited Plan 567482.

"Lot" means Lots 107 to 121 (inclusive) and 124 to 138 (inclusive) on Deposited Plan 588412 together with the principal units and/or lots to be created from lot 4 Deposited Plan 588412 all within the Development. For the avoidance of doubt, lots 122 and 123 on Deposited Plan 588412 will not utilise the Access Lot and are therefore not a "Lot" for the purposes of this Constitution.

"Manager" means the manager appointed pursuant to clause 11 of the Constitution.

"Member" means each person who shall from time to time be a member of the Society, as required by clause 5 of the Constitution.

"Occupier" means any person occupying (permanently or temporarily) the whole or any part of any Lot or Residential Property under any lease, license or other occupancy right and shall include all members of an Owner's family.

"Owner" means each person registered as an owner (whether individually or with others) of a Lot.

"Residential Property" means a residential property on a Lot within the Development for which a Record of Title has been issued.

"Rules" means rules promulgated by the Society including the clauses in the Constitution and this Society Rules.

"Society" means Kohepiro Shared Lane Society Incorporated.

2 Use

- 2.1 Each Member shall make no improper, offensive or unlawful use of the Access Lot and shall use the Access Lot only for the purposes for which it was designed.
- 2.2 No Member shall fetter, obstruct or impede the use of the Access Lot by any other Member.
- 2.3 No Member shall place anything in or on the Access Lot without the approval of the Committee.
- 2.4 No Member shall do any act which may be detrimental to the ongoing operation, maintenance and management of the Access Lot.
- 2.5 No Member shall do any act which may prejudice or add to the premium payable in respect of any insurance of the Access Lot .

3 Prohibited Acts

- 3.1 No Member shall drop any litter in or on the Access Lot .
- 3.2 No Member shall do any act which detracts from the attractiveness or state of repair of the Access Lot . Any Member who discovers any damage to the Access Lot shall immediately report such damage to the Chairperson.
- 3.3 No Member shall use any vehicle other than on a sealed area and for transportation purposes only and in particular shall not drive any such vehicle recklessly and/or at excessive speed on the Access Lot in such a manner that constitutes a nuisance in the opinion of the Society.

4 Compliance with Traffic Regulations

- 4.1 Every Member must when using the Access Lot in the Development comply with all traffic regulations including but not limited to the Land Transport Act 1993 and the Land Transport (Road User) Rule 2004.

5 No Parking on Access Lot

- 5.1 The Owner, Occupier and persons under the control of either or both of the Owner and/or Occupier shall not park or place any object vehicle or thing on the Access Lot or block access

to or egress from the Access Lot in particular (but not limited to) to ensure that rubbish collection is unobstructed.

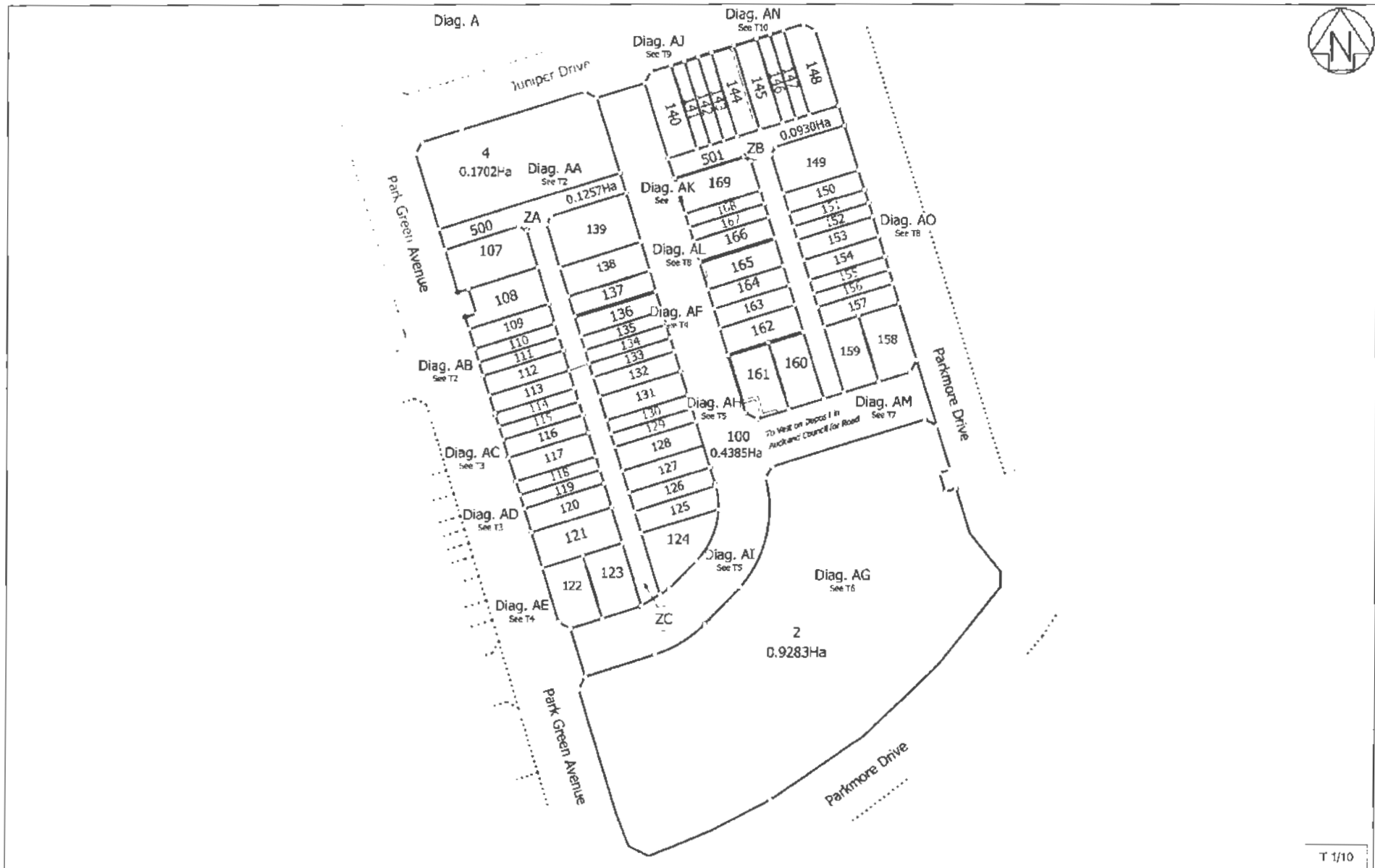
- 5.2 If clause 5.1 is breached, the Society may remove the offending object, vehicle or thing without being liable for any resulting loss, damage or expense. The Owner and Occupier shall reimburse the Society for any cost incurred by the Society pursuant to this rule and the Society may recover such cost from the Owner and Occupier jointly and severally.
- 5.3 The Owner, Occupier and persons under the control of either or both of the Owner and/or Occupier shall not damage any surface of any of the Access Lot (including but not limited to placing oil, petrol, other spillage or rubbish on or allowing oil, petrol or other spillage from rubbish to be placed on the Access Lot) nor make nor permit to be made any alterations or additions to the Access Lot nor install or place any equipment, signage, fixture, fitting or machinery (other than motor vehicles) on any part of the Access Lot . If, in the Society's sole opinion, the Owner or Occupier (including persons under their control) fails to comply with this obligation, the Society may take any action it thinks fit to remedy the damage and may recover the cost of doing so from the Owner and Occupier jointly and severally.
- 5.4 The Society shall not be responsible to the Owner, Occupier or to any other person:
- (a) for removal of any vehicle or other object or thing from the Access Lot ;
 - (b) for any loss or damage sustained by the Owner, Occupier or any of their Invitees in respect of any motor vehicle parked on the Access Lot or entering or leaving the Access Lot ; or
 - (c) for theft or loss of any articles from any such motor vehicle.
- 5.5 The Society is entitled to remove any motor vehicle or other thing which, in the Society's sole opinion, is parked or placed on the Access Lot without complying with these Rules and in doing so the Society or any person authorised by the Society to remove motor vehicles or any other things pursuant to this power will be deemed:
- (a) to have the full authority of the Owner, Occupier and their Invitees;
 - (b) to carry out the removal as agent for the Owner, Occupier and their Invitees and at the Owner's and Occupier's cost; and
 - (c) in all respects carry out the removal at the risk of the Owner and Occupier.
- 5.6 The Society may from time to time appoint a Manager for the operation and management of the Society (including but not limited to the operation and management of the Access Lot). The Manager appointed will have the full rights and powers of the Society . Owners and Occupiers shall comply with the requirements of the Manager.
- 5.7 Owner access ways shall only be used for the purpose of parking vehicles and access to and from an Owner's Residential Property.

6 **Rubbish**

- 6.1 Rubbish will be collected from the Access Lot for lots 4 and 107 to 121 (inclusive) Deposited Plan 588412. No member shall place any rubbish bins on the Access Lot before the evening prior to the day of the allocated rubbish collection and shall remove the emptied rubbish bins on the day following the allocated rubbish collection.

SCHEDULE 2

PLAN



T 1/10

Land District: North Auckland

Lots 2, 4, 100, 107-169, 500, 501 Being a Subdivision of Lot 5 DP 567482

Surveyor: Diane Alison Moriarty
Firm: McKenzie & Co Consultants Ltd

Title Plan
LT 588412
DRAFT

Digitally Generated Plan
Generated on 16/08/2023 11:24am Page 9 of 18

SCHEDULE 3

MEMORANDUM OF ENCUMBRANCE

Memorandum of Encumbrance

Parties

Fletcher Residential Limited ("Encumbrancer")

Kohepiro Shared Lane Society Incorporated ("Encumbrancee")

Introduction

- A. The Encumbrancer is registered as owner of the lots described in the schedule below ("together the Land").
- B. The Encumbrancer has developed the Land and has established the Encumbrancee for the purposes of owning and administering Access Lot (as that term is defined in the Constitution of the Encumbrancee).
- C. The registered owner from time to time of each lot described in the schedule below, or of any lot or unit created from such lot ("Property") comprising the Land is required to become and, for so long as he/she/they continue to be the registered owner of a Property, remain a member of the Encumbrancee and abide by the Constitution of the Encumbrancee.
- D. The Encumbrancer has agreed to encumber each Property severally for the better performance of the obligations of the registered owner from time to time of a Property to the Encumbrancee.

Covenants

- 1 The Encumbrancer hereby encumbers the Land and each Property severally for the benefit of the Encumbrancee for a term of 999 years commencing on the date of this Encumbrance with an annual rent charge in respect of each Property being the greater of:
 - (a) \$2,000.00 per annum (plus GST); or
 - (b) Three times the amount of the Member's Operating Expenses for the relevant Expense Year (all as defined in the Constitution of the Encumbrancee) (plus GST) applicable to that Property.
- 2 The Encumbrancer covenants for itself and its successors in title with the Encumbrancee during the term of this Encumbrance that upon becoming the owner and/or registered owner of a Property the Encumbrancer shall join as a member of the Encumbrancee, and remain a member while owning a Property, and fulfil and continue to fulfil the obligations of a member as set out in the Constitution of the Encumbrancee (including, if required by the Encumbrancee, ensuring that any transferee of a Property executes a Deed of Covenant in favour of the Encumbrancee agreeing to be bound by the Constitution as a member of the Encumbrancee).
- 3 Notwithstanding anything contained in clause 1 of this Encumbrance, for so long as the owner of a Property fully complies with the obligations of a member pursuant to the Constitution of the Encumbrancee, the rent charge reserved by this Encumbrance shall not apply to that Property.

Encumbrancee Consent

- 4 The Encumbrancee hereby consents to the registration of any of the following instruments executed by the Encumbrancer in respect of the Land:
- (a) The creation, variation or surrender of an easement (section 109(3) and 112(4) Land Transfer Act 2017);
 - (b) The variation of a mortgage instrument or priority of mortgages (section 101(4) Land Transfer Act 2017);
 - (c) The registration of a lease, a lease variation instrument or a surrender of a lease (sections 91(4), 92(6) and 94(4)) Land Transfer Act 2017);
 - (d) The disposal of a licence or shares to which the licence relates (section 130(1) and 130(2) Land Transfer Act 2017).

This consent shall be deemed to be the consent of the mortgagee (which term includes the Encumbrancee) as specified in the Land Transfer Act 2017, to the registration of a particular instrument specified in subparagraphs (a) to (d) of this paragraph above.

Implied Terms

- 5 Without prejudice to the Encumbrancee's rights of action at common law as a rent charger or Encumbrancee, and with the exceptions of sections 203, 204, 288, 289 and 302 of the Property Law Act 2007 and section 208 of the Land Transfer Act 2017, none of the rights, powers, remedies and implied covenants provided pursuant to the Land Transfer Act 2017 and the Property Law Act 2007 shall apply to this Encumbrance.
- 6 References to Encumbrancer shall mean the initial Encumbrancer named in this Deed and its successors in title to the land, and the terms of this Encumbrance shall bind the Encumbrancer only for as long as the Encumbrancer is the registered owner of the land.

Dated this day of

Execution

**SIGNED on behalf of
Fletcher Residential Limited By:**

SIGNED on behalf of
Kohepiro Shared Lane Society Incorporated
by:

_____ Member

_____ Member

Schedule

Lot	Deposited Plan	Record of Title
4	588412	1126476
107	588412	1126477
108	588412	1126478
109	588412	1126479
110	588412	1126480
111	588412	1126481
112	588412	1126482
113	588412	1126483
114	588412	1126484
115	588412	1126485
116	588412	1126486
117	588412	1126487
118	588412	1126488
119	588412	1126489
120	588412	1126490
121	588412	1126491
124	588412	1126494
125	588412	1126495

126	588412	1126496
127	588412	1126497
128	588412	1126498
129	588412	1126499
130	588412	1126500
131	588412	1126501
132	588412	1126502
133	588412	1126503
134	588412	1126504
135	588412	1126505
136	588412	1126506
137	588412	1126507
138	588412	1126508

SCHEDULE 4

DEED OF COVENANT

Dated

Parties

[Name of Purchaser]

Purchaser

Kohepiro Shared Lane Society Incorporated

Society

Deed of Covenant

In respect of Lot [] Deposited Plan []
(Record of Title [])

Deed Dated

Parties

- 1 **[Purchaser(s) name(s)]** ("Purchaser")
- 2 **[Name of Society]** ("Society")

Background

- A The Purchaser is to become the registered owner of the property at **[Property Council Address]** described as being **Lot [Lot #] DP [DP #]** containing more or less **[Area]** in **Record of Title [RT #]** (North Auckland Registry) ("Property").
- B The Encumbrance registered against the title to the Property in favour of **[Name of Society]** ("Society") provided, inter alia, that:
- (a) A covenant that each registered owner covenants to become and remain a member and perform the obligations of a member as set out in the constitution of the Society. Each member shall, prior to settling of the sale of a property at **[Property Council Address]**, procure the Purchaser to enter into, execute and deliver to the Society a Deed of Covenant in favour of the Society wherein the Purchaser covenants to become, contemporaneously with the transfer of the Property, and remain a member and to observe and perform the obligations of a member as set out in the constitution of the Society. The Deed of Covenant shall be prepared by the solicitors for the Society and the selling member shall pay the reasonable legal fees and disbursements of the Society's solicitors.
 - (b) A member shall be deemed to have resigned from the Society immediately that member is no longer a registered owner of property at **[Property Council Address]**, provided that such resignation shall not relieve a person of any obligation or liability arising before that person ceased to be a member.
 - (c) Each Purchaser shall immediately upon becoming a registered owner of property at **[Property Council Address]** (and thereafter if any details change) provide the Society with the details necessary for maintenance of the register of members and shall upon entry of the details into the register, become a member.
- C. The Encumbrance registered against the title to the Property provides inter alia that the Purchaser as the Encumbrancer covenants for itself and its successors in title with the Society as the Encumbrancee during the term of the Encumbrance that upon becoming the registered owner of the Property to join as a member of the Society and remain a member while owning the Property and fulfil and continue to fulfil the obligations of the member as set out in the constitution of the Society, including, if required by the Society, ensuring that: any transferee of the Property executes a Deed of Covenant in favour of the Society agreeing to be bound by the constitution as a member of the Society.

The Purchaser Agrees:

- 1 The Purchaser hereby agrees to be a member of the Society and acknowledges and confirms the provisions of the Constitution and the Encumbrance and agrees to be bound by and comply with the same. Without limitation, the Purchaser shall upon selling the Property procure the transferee, as a precondition of sale, to enter into a similar deed of covenant with the Society as set out herein.

SIGNED by

Registered Owner

[Purchaser(s) name(s)]

in the presence of:

Witness Signature

Witness Name

Occupation

Address

Information for Register of Member of [Name of Society]

1 Member's Details:

Name:

Address:

Occupation:

Telephone/Fax No's:

Residential:

Work:

Email:

Date of membership:

Party authorised to exercise member's vote:

Mortgage:

Contact Person:

Telephone/Fax No's:

2 Emergency Contact of Member:

Name:

Address:

Occupation:

Telephone/Fax No's:

Residential:

Work:

Email:

3 Occupier's Details:

Name:

Address:

Occupation:

Form 18

Encumbrance Instrument

(Section 100 Land Transfer Act 2017)

**Record of Title
(unique identifier)**

All/part

Area/Description of part

Refer Annexure Schedule A	All	
------------------------------	-----	--

Encumbrancer

FLETCHER RESIDENTIAL LIMITED

Encumbrancee

FLETCHER RESIDENTIAL LIMITED

Estate or interest to be encumbered

Insert e.g. fee simple; leasehold in lease no. etc.

Fee Simple

Encumbrance memorandum number

N/A

Nature of security

State whether sum of money, annuity, or rentcharge, and amount

Annual rent charge of \$10.00 and such other sums of money as are payable by the Encumbrancer to the Encumbrancee pursuant to this Encumbrance Instrument.

Operative clause

Delete words in [], as appropriate

The **Encumbrancer encumbers for the benefit of the Encumbrancee** the land in the above record of title(s) **with** the above sum of money, annuity, or rentcharge to be raised and paid in accordance with the terms set out in the ~~{above encumbrance memorandum}~~ [Annexure Schedule(s)] **and** so as to incorporate in this encumbrance the terms and other provisions set out in the ~~{above encumbrance memorandum}~~ [and] [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Annexure Schedule 1

Encumbrance Instrument

Terms

Continue in additional Annexure Schedule(s), if required

- | | |
|---|--|
| 1 | Length of term – See Annexure Schedule 2 |
| 2 | Payment date(s) – See Annexure Schedule 2 |
| 3 | Rate(s) of interest – Nil |
| 4 | Event(s) in which the sum, annuity or rent charge becomes payable – See Annexure Schedule 2 |
| 5 | Event(s) in which the sum, annuity or rent charge ceases to be payable – See Annexure Schedule 2 |

Covenants and conditions

Continue in additional Annexure Schedule(s), if required

See Annexure Schedule 2

Modification of statutory provisions

Continue in additional Annexure Schedule(s), if required

See Annexure Schedule 2

Annexure Schedule 2

Page 1 of 8 Pages

Insert instrument type

Encumbrance Instrument

Continue in additional Annexure Schedule(s), if required

BACKGROUND

- A.** The Encumbrancee is undertaking the residential subdivision and development of the Land.
- B.** The Encumbrancee has completed the subdivision of part of the Land into the Lots.
- C.** For valuable consideration the Encumbrancer has agreed to encumber the Lots for the benefit of the Encumbrancee, with the security specified on the front page of this Encumbrance Instrument, and to covenant with the Encumbrancee to secure compliance by the Encumbrancer with certain provisions in this instrument.

ENCUMBRANCE

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this instrument, unless the context indicates otherwise:

Activities means any activities associated with the residential development to be carried out on the Land, including all earthworks, civil works, building works and landscaping;

Approvals includes any consent, approval, authorisation, exemption, licence, order or permit from any Authority required to construct, operate and maintain the Activities and includes without limitation any subdivision, land use, discharge or other resource consent under the Resource Management Act 1991;

Authority means any corporation, local or regional body (including the Auckland Council), government or other authority having jurisdiction over the Lots or the Land (or any part thereof);

Building Consent means a building consent for any building or structure to be built by the Encumbrancee on the Land;

Covenants means the covenants set out in clause 4;

Encumbrancee means Fletcher Residential Limited and includes its successors and its, or its successors', officers, agents, employees, contractors and invitees (but excludes any third parties registered as the owner of any residential lot, including the Lots, subdivided from the Land);

Encumbrancer means the persons named as the Encumbrancer in this Encumbrance Instrument and includes the persons for the time being registered as the owners of the Lots (or any part thereof) and their successors in title;

Environmental Effects means any effects arising from the Activities including noise, vibrations, dust, the effects of transportation (including noise and vibration) on access ways and roads, and other incidental effects that may have consequences on the Lots and beyond the boundaries of the Land;

Annexure Schedule 2

Page 2 of 9 Pages

Insert instrument type

Encumbrance Instrument

Land means the land contained, or formerly contained, in records of title NA988/64, 903595, 903596 and 525638, and any other land adjoining, or in close vicinity to, that land that is acquired by the Encumbrancee;

Lots means any one or more of the residential lots set out in Annexure Schedule A;

Planning Proposal includes any application for resource consent, plan change or a variation of any nature under or to the relevant Authority's District Plan or Proposed District Plan;

Term means the term specified in clause 3 of this instrument; and

Working Day has the meaning given to that term in the Property Law Act 2007.

1.2 Interpretation: In this Encumbrance Instrument, unless the context indicates otherwise:

- (a) **Defined Expressions:** expressions defined in the main body of this Encumbrance Instrument have the defined meaning throughout this Encumbrance Instrument, including the background;
- (b) **Headings:** clause and other headings are for ease of reference only and will not affect this Encumbrance Instrument's interpretation;
- (c) **Parties:** references to any **party** include that party's executors, administrators, successors and permitted assigns;
- (d) **Persons:** references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (e) **Plural and Singular:** references to the singular include the plural and vice versa;
- (f) **Clauses/Schedules/Attachments:** references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this Encumbrance Instrument. Each such schedule and attachment forms part of this Encumbrance Instrument;
- (g) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (h) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done; and

Annexure Schedule 2

Page 3 of 9 Pages

Insert instrument type

Encumbrance Instrument

- (i) **Inclusive Expressions:** the term **includes** or **including** (or any similar expression) is deemed to be followed by the words **without limitation**.

2. OPERATION

The Encumbrancer encumbers the Lots for the benefit of the Encumbrancee for the Term with an annual rent charge of \$10 inclusive of goods and services tax (if any) to be paid by the 31st day of December in each and every year throughout the Term. If, on the due date for payment, the Encumbrancer has fully complied with the obligations in this instrument, then the rent charge payable on that date will not be required to be paid.

3. ENCUMBRANCE TERMS

3.1 Term: The term of this instrument commences on the date of registration of this instrument and ends on the date all the Activities are completed.

3.2 Binding on successors, lessees and assigns:

- (a) This instrument will be binding on all transferees, lessees, mortgagees, charge holders and their respective successors in title and assigns of any estate or interest in any part of the Lots.
- (b) Each Encumbrancer will only be liable for breaches actually committed by that Encumbrancer itself, and not by any successor in title.

3.3 Statutory Provisions: This instrument shall not entitle the Encumbrancee to any of the powers and remedies given to encumbrancees under the Land Transfer Act 2017 or entitle the Encumbrancee to any of the powers and remedies given to mortgagees under the Land Transfer Act 2017 or the Property Law Act 2007, except that the Encumbrancee shall be entitled to the benefit of Section 208 of the Land Transfer Act 2017 and to Sections 23, 203, 204, 205, 289, 301 and 302 of the Property Law Act 2007 or their equivalent sections in any successor, consolidated or amendment Acts.

3.4 Discharge:

- (a) This rent charge shall immediately determine and the Encumbrancee will sign all documentation necessary to discharge this Encumbrance Instrument upon the Encumbrancer requesting such discharge from the Encumbrancee in writing at the expiry of the Term.
- (b) The Encumbrancer irrevocably covenants with the Encumbrancee for the Term that:
- (i) the Encumbrancee will have no obligation to discharge this instrument under section 97 of the Property Law Act 2007 or otherwise;
- (ii) the Encumbrancer will not take any steps whatsoever, including, without limitation, pursuant to section 97 of the Property Law Act 2007 or section 115 of the Property Law Act 2007 to redeem or

Annexure Schedule 2

Page 4 of 9 Pages

Insert instrument type

Encumbrance Instrument

discharge this instrument, or pursuant to section 317 of the Property Law Act 2007 to have this instrument revoked, cancelled, surrendered, discharged, lapsed or otherwise removed from the title to the Lots;

- (iii) the Encumbrancer will not support any such steps being taken by a third party; and
- (iv) the Encumbrancer surrenders and waives any right, entitlement or ability that the Encumbrancer may have to have this instrument discharged, redeemed, revoked, cancelled, surrendered, discharged, lapsed or otherwise removed from the title to the Lots except as provided for in clause 3.4(a).

3.5 Consent to Other Dealings: For the purposes of the Property Law Act 2007 and the Land Transfer Act 2017, the Encumbrancee consents to the following dealings affecting the Lots without having to execute a consent instrument:

- (a) creation, variation or surrender of an easement or covenant;
- (b) variation of a mortgage instrument or priority of mortgages;
- (c) registration of a lease, lease variation instrument or surrender of a lease;
- (d) deposit of subdivision plan;
- (e) transfer of a Lot; and
- (f) any dealing that is expressed as subject to this instrument,

provided that such consent will only extend to any of the above instruments where registration of the same will not have the effect of discharging, reducing or adversely affecting the rights and interests of the Encumbrancee under this instrument in relation to the Lots.

4. OBLIGATIONS OF THE ENCUMBRANCER

4.1 No Objections: The Encumbrancee intends to carry out the Activities on the Land and the Encumbrancer acknowledges that the carrying out of the Activities in compliance with any Approvals and/or relevant plan may cause Environmental Effects. The Encumbrancer covenants with the Encumbrancee that during the Term the Encumbrancer, either personally or through any agent or employee, will not:

- (a) at any time directly or indirectly, lodge or support in any way any objection or submission (including, without limitation, taking part in any hearing, appeal or reference) against:
 - (i) any Planning Proposal to rezone, subdivide, develop or use the Land and the associated Environmental Effects; and
 - (ii) any application for a Building Consent,

Annexure Schedule 2

Page 5 of 9 Pages

Insert instrument type

Encumbrance Instrument

for the purposes of the Activities;

- (b) make any demand for damages, costs or expenses, bring any legal action in nuisance or any other action in law or allege any liability arising out of or from:
 - (i) any Planning Proposal to rezone, subdivide, develop or use the Land for the Activities;
 - (ii) any application for a Building Consent;
 - (iii) the Activities, and the Environmental Effects generated by the Activities, provided that the Activities are carried out in compliance with any Approvals and all relevant laws;
- (c) do or permit to be done any act, matter or thing intended to restrict or inhibit, or which has the effect of restricting or inhibiting, any Activities provided the Activities are being carried out in compliance with any Approvals and all relevant laws; and
- (d) aid, abet, counsel or procure any other person or entity to exercise any of the actions restricted in clause 4.1(a) to 4.1(c) (inclusive) above.

4.2 Written Approval: The Encumbrancer will provide written approval to any Planning Proposal or application for a Building Consent by the Encumbrancee for the purposes of the Activities (in a form reasonably required by the Encumbrancee) within 15 Working Days of the date of any request by the Encumbrancee for such written approval.

4.3 Lessees: If the Encumbrancer leases, rents, licences or otherwise parts with possession of the Lots, it will obtain written confirmation from any lessee, tenant, licensee or occupier that it agrees to be bound by the terms of this instrument as if it were the Encumbrancer.

5. BREACH OF COVENANTS

The Encumbrancer:

5.1 Acknowledgement: acknowledges and agrees that damages are not an adequate remedy in the event of a breach by the Encumbrancer of the Covenants; and

5.2 Indemnity: will indemnify and keep indemnified the Encumbrancee for any damage or loss the Encumbrancee suffers as a result of any breach of the Covenants by the Encumbrancer.

6. NO WAIVER

No failure, delay or indulgence by the Encumbrancee in exercising any power or right conferred on it by this instrument will operate as a waiver of such power or right. A waiver by the Encumbrancee of any breach or non-observance of any obligations and

Annexure Schedule 2

Page 6 of 9 Pages

Insert instrument type

Encumbrance Instrument

covenants in this instrument will not be, nor be deemed to be, a waiver of any other or subsequent breach or non-observance.

7. DISPUTE RESOLUTION

7.1 Negotiation: If any dispute arises between the parties concerning the interpretation of this instrument or anything contained in or arising out of the Covenants, the parties will try in good faith to settle the matter by negotiation or mediation.

7.2 Mediation: If the parties are unable to resolve the dispute within 10 Working Days of either party giving notice to the other that the party is invoking this dispute resolution mechanism, then the dispute will be referred to mediation.

7.3 Referral to Arbitrator If the parties are unable to resolve the dispute within 20 Working Days of either party giving notice to the other that the party is invoking this dispute resolution mechanism, the dispute will be referred to a sole arbitrator.

7.4 Arbitrator: The parties must try to agree on the arbitrator. If they cannot agree, the President for the time being of the New Zealand Law Society (or his or her nominee) will, on either party's application, nominate the arbitrator.

7.5 Award Final: The arbitration will be governed by the Arbitration Act 1996 and the arbitral award will be final and binding on the parties.

8. NOTICES

8.1 Method of Delivery: Any notice or document required or authorised to be given under this instrument may be delivered or sent as follows:

- (a) in any manner mentioned in sections 354-361 of the Property Law Act 2007; or
- (b) by registered post addressed to the last known postal address of the party intended to be served.

8.2 Deemed Delivery: Any notice or other document will be treated as given or served and received by the other party:

- (a) when delivered by hand to that other party; or
- (b) three days after being posted by registered post with postage prepaid to the last known postal address of the party intended to be served.

8.3 Signing: Any notice or document to be served or given may be signed by any attorney, officer, employee or solicitor for the party serving or giving the notice or by any other person authorised by that party.

Annexure Schedule 2

Page 7 of 9 Pages

Insert instrument type

Encumbrance Instrument

9. PARTIAL INVALIDITY

If any provision of this instrument is or becomes invalid or unenforceable, that provision will be deemed deleted from this instrument. The invalidity or unenforceability of that provision will not affect the other provisions in this instrument, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

10. COSTS

10.1 Registration of Discharge: The parties will each pay their own legal costs and disbursements directly or indirectly attributable to the preparation, execution and registration of any discharge this instrument.

10.2 Enforcement: The Encumbrancer will pay the Encumbrancee's legal costs and disbursements directly or indirectly attributable to the enforcement of this instrument and the Covenants.

Annexure Schedule 2

Page 8 of 9 Pages

Insert instrument type

Encumbrance Instrument

ANNEXURE SCHEDULE A – LOTS

LOT	DP	RECORD OF TITLE
4	596153	1126476