

9839323.2.

Encumbrance instrument

(Section 101 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
654428 (North Auckland)	All	1.7499 ha – Lot 2 DP475266

Encumbrancer

GENERAL DISTRIBUTORS LIMITED

Encumbrancee

GENERAL DISTRIBUTORS LIMITED

Estate or interest to be encumbered*Insert e.g. Fee simple; Leasehold in Lease No. etc.*

Fee Simple

Encumbrance Memorandum Number

Nil

Nature of security*State whether sum of money, annuity or rentcharge and amount*

Annual rent charge of Twenty Dollars (\$20)

Encumbrance*Delete words in [], as appropriate*

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(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 E *continued*

Terms

- 1 Length of term: 34 years 364 days (subject to clause 10 of the Annexure Schedule)
- ~~2 Payment date(s)~~
- ~~3 Rate(s) of interest~~
- 4 Event(s) in which the sum, annuity or rent charge becomes payable in accordance with the Annexure Schedule
- 5 Event(s) in which the sum, annuity or rent charge ceases to be payable in accordance with the Annexure Schedule

Covenants and conditions

Continue in Annexure Schedule(s), if required

In accordance with the Annexure Schedule

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

In accordance with the Annexure Schedule

*Insert Instrument type***Encumbrance Instrument***Continue in additional Annexure Schedule, if required***Background**

- A. The Encumbrancer is registered as proprietor of the Land.
- B. Pursuant to an Agreement for Sale and Purchase of Real Estate made between the Encumbrancer (as Purchaser) and the Encumbrancee (as Vendor) the Encumbrancer agreed to certain limitations in respect of the use of the Land.
- C. The Encumbrancee agreed to sell the Land to the Encumbrancer upon terms requiring (amongst other things) that the Encumbrancer enters into and registers this Encumbrance Instrument.

1. Interpretation

In this Encumbrance Instrument unless the context indicates otherwise:

1.1 Definitions:

“Encumbrancee” means General Distributors Limited and includes any other person who operates the business of a supermarket upon the land described in computer freehold register Identifier 654429 North Auckland Registry or any part thereof.

“Encumbrancer” means the Encumbrancer named in this Encumbrance Instrument and includes every person for the time being registered as proprietor of the Land or any part of it, and includes also any person claiming under the Encumbrancer but only for so long as that person is registered as proprietor of the Land or any part of it.

“Land” means the fee simple estate in the land described in computer freehold register Identifier 654428, North Auckland Registry

The defined expressions:

Expressions defined in the main body of this Encumbrance Instrument have the defined meaning in the whole of this Encumbrance Instrument including the Background.

Headings:

Section, clause and other headings are for ease of reference only and do not affect the interpretation of this Encumbrance Instrument.

Insert instrument type

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Continue in additional Annexure Schedule, if required

Joint and Several Liability:

An obligation by two or more parties binds those persons jointly and severally.

Negative Obligations:

Any obligation not to do anything includes an obligation not to permit, allow or cause that thing to be done.

Parties:

References to parties is references to parties to this Encumbrance Instrument.

Person:

References to a person or persons include reference to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other similar entities at each case whether or not having separate legal personality.

Plural and Singular:

Words importing the singular number include the plural and vice versa.

Schedules:

Schedules to this Encumbrance Instrument and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this Encumbrance Instrument.

Sections, Clauses and Schedules:

References to sections, clauses and schedules are references to this Encumbrance Instrument's sections, clauses and schedules.

Statutes and Regulations:

References to any statutory provision includes any statutory provision which amends or replaces it and any subordinate legislation made under it.

Insert instrument type

Continue in additional Annexure Schedule, if required

2. Intention of Encumbrance

The intention of this encumbrance is to secure the ongoing performance by the Encumbrancer of the obligations described in the First Schedule. The Encumbrancee is only required to provide a release of this encumbrance in the circumstances described in clause 7.

3. Covenants

The Encumbrancer covenants with the Encumbrancee to observe and perform the covenants contained in the First Schedule.

4. Costs

The Encumbrancer shall pay all costs directly or indirectly attributable to the preparation, registration and discharge of this encumbrance but the Encumbrancee shall pay its own legal costs in relation to the preparation and execution of this encumbrance.

5. Implied Terms

Sections 203 and 205 of the Property Law Act 2007 apply to this encumbrance, but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent charger or Encumbrancee):

- (a) The Encumbrancee shall be entitled to none of the powers and remedies given to Encumbrancees or Mortgagees by the Land Transfer Act 1952 and the Property Law Act 2007; and
- (b) No covenants on the part of the Encumbrancer and its successors in title are implied in this encumbrance other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.

Insert instrument type

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Continue in additional Annexure Schedule, if required

6. Second Charge

This encumbrance shall rank as a second charge in respect of the Land behind registered encumbrance number 9763966.3 to Auckland Council and the Encumbrancer shall enter into a priority if necessary with any chargeholder or mortgagee to give effect to this requirement.

7. Discharge

The Encumbrancer shall be entitled to a discharge of this encumbrance at the request and cost of the Encumbrancer in respect of any part of the Land to vest as road or reserve with the appropriate authority, and the Encumbrancee shall promptly provide a partial discharge or release of this encumbrance in respect of the land to vest.

8. Consent of Encumbrancee

For the purposes of the Property Law Act 2007 and the Land Transfer Act 1952, the Encumbrancee consents to the following dealings affecting the computer freehold register of the Land without having to execute any form of consent instrument:

- (a) Creation, variation, surrender or partial surrender of any easement or covenant;
- (b) Registration of any mortgage or charge ranking subsequent to this encumbrance;
- (c) Variation of a mortgage instrument (or to any priority instrument in respect of a mortgage or charge if the priority of this instrument remains unchanged);
- (d) The deposit of a subdivision plan in respect of the Land (including the vesting of any part of the Land as road or as reserve in the local authority);
- (e) Any dealing which is expressed as subject to this encumbrance.

Insert instrument type

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Continue in additional Annexure Schedule, if required

9. Rent Charge

9.1 The annual rent charge of \$20 per annum (if demanded in writing by the Encumbrancee) is payable by the Encumbrancer to the Encumbrancee on each anniversary date of this encumbrance (subject to clause 9.2).

9.2 If during the 12 months preceding any day on which the annual rent charge is payable under clause 9.1, there has not been any breach by the Encumbrancer of any of the covenants under this encumbrance, then the annual rent charge will be deemed to have been paid.

10. Expiry

10.1 The encumbrance shall expire (and the Encumbrancer shall be entitled to a discharge of it) if the Encumbrancee ceases to operate a supermarket on any part of the land comprised in computer freehold register Identifier 654429 (North Auckland Registry).

FIRST SCHEDULE
(Covenants of Encumbrancer)

The Encumbrancer covenants with the Encumbrancee as follows:

1. The Encumbrancer must not use, permit or allow the Land nor any part of it for the purposes of:
 - Any retail business, nor
 - Any other trading or business activity other than a home-based occupation or home-based trade where the principal activity is that of a residence.

Insert instrument type

Continue in additional Annexure Schedule, if required

2. The Encumbrancer will not object to nor raise any complaint with the Relevant Authority in respect of the effects of ordinary retail activities or the operation of a supermarket upon any part of the land comprised in computer freehold register Identifier 654429 (North Auckland Registry) including by way of example only (and not limited to):
- Noise
 - Glare or lighting
 - Vehicle movements
 - Trading hours
 - Products sold.

10250177.13

Encumbrance instrument

(Section 101 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
Identifiers 697800 – 697839 (inclusive), 697844 and 697845	All	

Encumbrancer

HOBSONVILLE LOT 2 LIMITED

Encumbrancee

AUCKLAND COUNCIL

Estate or interest to be encumbered*Insert e.g. Fee simple; Leasehold in Lease No. etc.*

Fee Simple

Encumbrance Memorandum Number

Nil

Nature of security*State whether sum of money, annuity or rentcharge and amount*

Refer Annexure Schedule, clause 1

Encumbrance*Delete words in [], as appropriate*

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(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 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 E *continued*

Terms

- 1 Length of term: 999 years commencing on the date of this Encumbrance
- 2 ~~Payment date(s)~~
- 3 ~~Rate(s) of interest~~
- 4 Event(s) in which the sum, annuity or rent charge becomes payable - in accordance with the Annexure Schedule
- 5 Event(s) in which the sum, annuity or rent charge ceases to be payable - in accordance with the Annexure Schedule

Covenants and conditions

Continue in Annexure Schedule(s), if required

In accordance with the Annexure Schedule

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

In accordance with the Annexure Schedule

**ANNEXURE SCHEDULE
MEMORANDUM OF ENCUMBRANCE**

BACKGROUND

- A. The Encumbrancer is registered as proprietor of the Land.
- B. The Encumbrancer has developed the Land for a residential subdivision.
- C. The Encumbrancer has established the Society for the purposes of:
 - (a) Owning and administering certain land and amenities for the benefit of the Members from time to time;
 - (b) Enforcing the Rules of the Society for the benefit of the Members;
 - (c) Levying the Members for the purpose of meeting the costs and expenses of fulfilling the Society's duties under the Rules and providing funds to enable the Society to perform its functions;
 - (d) Owning, administering, managing, maintaining, repairing and when necessary replacing the Communal Land, Communal Facilities, and Accessways.
- D. The registered proprietor from time to time of each Lot is required to become and, for so long as he continues to be the registered proprietor of a Lot, to remain a Member of the Society and to abide by the Rules.
- E. The Encumbrancer has agreed to encumber each Lot severally to secure performance of the obligations of the registered proprietor from time to time of each Lot to the Society.

COVENANTS

- 1. The annual rent charge payable by the Encumbrancer to the Council on the anniversary date of this Encumbrance in each year of the term shall be \$2,000.00 (plus GST).
- 2. The Encumbrancer covenants for itself and its successors in title with the Council during the term of this Encumbrance that:
 - (a) Upon becoming registered as proprietor of the Lot the Encumbrancer will immediately join as a member of the Society; and
 - (b) So long as the Encumbrancer is registered as proprietor of the Lot (and not otherwise) the Encumbrancer will at all times be and remain a Member of the Society; and
 - (c) To fulfil and perform the obligations of a Member as set out in the Rules; and
 - (d) The Encumbrancer will not sell or transfer the Lot without first requiring that the purchaser or transferee executes a Deed of Covenant in favour of the Society agreeing to be bound by the Rules as a Member of the Society; and
 - (e) The Encumbrancer will promptly pay to the Society all levies and other proper charges assessed by the Society in respect of:
 - i. the Encumbrancer's membership of the Society, and
 - ii. the Lot owned by the Encumbrancer; and
 - (f) The Encumbrancer will be bound by and will comply with the Rules; and
 - (g) The Encumbrancer will not commence any proceedings against any other Member for a breach of the Rules without first on each occasion:

- i. referring the breach to the Society (or to its manager) and
 - ii. first allowing the Society a reasonable opportunity (having regard to the seriousness and nature of the breach) to itself enforce the Rules against the Member in breach; and
- (h) In the event the Society takes action to enforce the Rules against any Member in default, then the Encumbrancer irrevocably waives any right under the Rules to itself take action in relation to the default; and
- (i) If the Encumbrancer is in breach of the Rules the Encumbrancer shall upon written demand by (or on behalf) of the Society:
- i. Promptly remedy any such breach if it is capable of remedy, in accordance with the Society's requirements; and
 - ii. Where damage has been caused by the Encumbrancer, promptly make good the damage at the Encumbrancer's expense; and
 - iii. Pay to the Society all reasonable costs and expenses incurred by the Society in relating to the Encumbrancer's breach.
- (j) If the Encumbrancer fails to comply with its obligations in accordance with clause 2 (i) the Society will be entitled to remedy the Encumbrancer's breach and to recover from the Encumbrancer all costs and expenses of doing so. Such costs and expenses will incur interest at the Overdraft Rate from the date when such costs are due and payable until the date when the Encumbrancer makes payment.
- (k) Before the Encumbrancer transfers ownership of the Lot, the Encumbrancer must procure the transferee to enter into, execute and deliver to the Society the Deed of Covenant; and
- (l) Following settlement of any sale of the Lot, the Encumbrancer will promptly give written notice of the sale (including particulars of the full name and address of the transferee) to the Society.
3. Despite anything contained in clause 1 of this Encumbrance, if during the 12 months preceding any day on which the annual rent charge is payable under clause 1, the Encumbrancer has fully complied with the obligations of a Member pursuant to the Rules, and with the terms of this Encumbrance, the annual rent charge reserved by this Encumbrance shall be deemed to be have been paid.
4. All references in this encumbrance to the Encumbrancer are deemed to be a separate reference to each of the persons from time to time who are registered proprietor of each Lot to the intent that each registered proprietor of a Lot is only responsible for the performance of the Encumbrancer's obligations as they relate to the Lot they are registered as proprietor of and not to any other Lot.

CONSENT

5. The Council hereby consents to registration of any of the following instruments executed by the Encumbrancer in respect of the Lot:
- (a) The grant, creation, variation or surrender of any easement (s. 90E (3) of the Land Transfer Act 1952);
 - (b) Registration of any mortgage or charge ranking subsequent to this encumbrance;
 - (c) Variation of a mortgage instrument or priority of mortgages (s.102 (4) and s. 103 (3) of the Land transfer Act 1952) if the priority of this encumbrance is preserved and not prejudiced;;
 - (d) The registration of a lease, lease variation instrument or a surrender of a lease (s. 115 (4), 116 (7), and 120 (5) of the Land Transfer Act 1952);

- (e) The disposal of a licence or shares to which the licence relates (s. 121 (1) of the Land Transfer Act 1952);
- (f) The deposit of a subdivision plan in respect of the Land, including the vesting of any part of the Land as road or reserve upon plan deposit;
- (g) Any other dealing which is expressed to be subject to this encumbrance.

The consent in this clause 5 shall be deemed to be the consent of the mortgagee (which term includes the Council) as specified in the Land Transfer Act 1952), to the registration of any instrument or dealing specified in (a) to (g).

IMPLIED TERMS

- 6. Sections 203 and 204 of the Property Law Act 2007 apply to this encumbrance, but otherwise (and without prejudice to the Council's rights of action at common law as a rent charger or Society):
 - (a) The Council is entitled to none of the powers and remedies given to an Council or Mortgagee by the Land Transfer Act 1952 and the Property Law Act 2007; and
 - (b) No covenants on the part of the Encumbrancer and his/her/their successors in title are implied by this Encumbrance, other than the covenants for further assurance implied by s.154 of the Land Transfer Act 1952.
- 7. This encumbrance shall rank as a first charge in respect of the Land and the Encumbrancer shall enter into a priority instrument with any chargholder or mortgagee to reflect the same.
- 8. To the fullest extent possible, the Encumbrancer indemnifies and releases the Council from any and all liability for loss, damages, and costs or proceedings arising out of or in relation to a breach by the Encumbrancer of the covenants, terms and conditions in this encumbrance.
- 9. Except where a contrary intention appears from the context:
 - "Accessways" means the roadways, footpaths and pedestrian ways formed from time to time on the Communal Land and includes the pavements, surfaces, kerbs, channels, berms, street lighting, road markings, street signs, catchpits and other improvements considered necessary from time to time by the Society for the purposes of the passage of vehicles and pedestrians;
 - "Communal Facilities" means the facilities, plant, equipment, fixtures, systems, amenities and improvements that are, or at the completion of the development of Hobsonville Village will be maintained, administered or operated in whole or in part by the Society for the benefit of landowners in the Hobsonville Village (or any of them) including, but not limited to, stormwater management and treatment systems, rain gardens, flow paths, open spaces, park, trees, shrubs, lawns, ground cover, gardens, services, fences and walls as are situated on the Communal Land.
 - "Communal Land" means those parts of the land originally comprised in computer freehold register 654428 which are owned or leased by the Society for the purposes of Hobsonville Village.
 - "Consent" means Consents LUC-2014-1330 SUB-2014-1332 and REG-2014-13.
 - "Council" means Auckland Council and includes its predecessors and successors as territorial authority of the district where the Land is situated and its officers and agents.
 - "Deed of Covenant" means a deed of covenant in the form attached to the Rules (as amended from time to time pursuant to the Rules);
 - "Society" means Hobsonville Village Residents' Society Incorporated;

"Encumbrancer" means the Encumbrancer named in this encumbrance and includes every person for the time being registered as proprietor of the Lot or any part of it, and includes also any person claiming under the Encumbrancer, but only for so long as that person is registered as proprietor of the Lot or any part of it;

"Land" means the land described in the Schedule;

"Lot" means each of the lots the Computer Freehold Register of which is referred to in the Schedule, and also includes each of the further residential lots created by the Encumbrancer's subdivision of the land originally comprised in Computer Freehold Register 654428;

"Member" means a person who is, in terms of the Rules, a member of the Society;

"Operating Expenses" means the total of all costs, expenses and outgoings payable in each year to the Society in respect of the Lot owned by the Encumbrancer;

"Rules" means the rules of the Society as are adopted or amended from time to time.

"Society" means Hobsonville Village Residents' Society Incorporated.

Headings

Section, clause and any other headings in this encumbrance are for ease of reference only and do not affect the interpretation of this encumbrance.

Joint and Several Liability

An obligation by two or more parties binds those parties jointly and also severally.

Negative Obligations

Any obligation not to do anything includes an obligation not to permit, allow or cause anything to be done.

Person

Any reference to a person or persons includes reference to individuals, companies, incorporations, partnerships, firms, joint ventures, associations, trusts, organisations, states, territorial authorities, governmental or other regulatory bodies or other entity whether or not having separate legal personality.

Plural and Singular

Words importing the singular include the plural and vice versa.

Statutes and Regulations

Any reference to any statutory provision includes any statutory provision which amends or replaces it and any subordinate legislation made under it.

10716775.8

Form B**Easement instrument to grant easement**

(Sections 90A and 90F Land Transfer Act 1952)

Grantor**Hobsonville Lot 2 Limited****Grantee****Hobsonville Lot 2 Limited****Grant of Easement**

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Purpose (Nature and extent) of easement;	Shown reference (plan DP 497885)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way, Right to Convey Electricity, Water, Gas, Telecommunications and Computer Media	A	Lot 103 - 736349	Lots 1-32 736317 - 736348 (inclusive)
Party Wall	B	Lot 1 - 736317	Lot 2 - 736318
Party Wall	C	Lot 2 - 736318	Lot 1 - 736317
Party Wall	D	Lot 2 - 736318	Lot 3 - 736319
Party Wall	E	Lot 3 - 736319	Lot 2 - 736318
Party Wall	F	Lot 3 - 736319	Lot 4 - 736320
Party Wall	G	Lot 4 - 736320	Lot 3 - 736319
Party Wall	H	Lot 4 - 736320	Lot 5 - 736321

Annexure Schedule

Easement Instrument	Dated	Page	of	pages
Party Wall	I	Lot 5 – 736321	Lot 4 – 736320	
Party Wall	J	Lot 5 – 736321	Lot 6 – 736322	
Party Wall	K	Lot 6 – 736322	Lot 5 – 736321	
Party Wall	L	Lot 6 – 736322	Lot 7 – 736323	
Party Wall	M	Lot 7 – 736323	Lot 6 – 736322	
Party Wall	N	Lot 7 – 736323	Lot 8 – 736324	
Party Wall	O	Lot 8 – 736324	Lot 7 – 736323	
Party Wall	P	Lot 8 – 736324	Lot 9 – 736325	
Party Wall	Q	Lot 9 – 736325	Lot 8 – 736324	
Party Wall	R and S	Lot 10 – 736326	Lot 11 – 736327	
Party Wall	T and U	Lot 11 – 736327	Lot 10 – 736326	
Party Wall	V	Lot 11 – 736327	Lot 12 – 736328	
Party Wall	W	Lot 12 – 736328	Lot 11 – 736327	
Party Wall	X and Y	Lot 12 – 736328	Lot 13 – 736329	
Party Wall	Z and AA	Lot 13 – 736329	Lot 12 – 736328	
Party Wall	AB	Lot 13 – 736329	Lot 14 – 736330	
Party Wall	AC	Lot 14 – 736330	Lot 13 – 736329	
Party Wall	AD and AE	Lot 14 – 736330	Lot 15 – 736331	
Party Wall	AF and AG	Lot 15 – 736331	Lot 14 – 736330	
Party Wall	AH	Lot 15 – 736331	Lot 16 – 736332	
Party Wall	AI	Lot 16 – 736332	Lot 15 – 736331	
Party Wall	AJ and AK	Lot 16 – 736332	Lot 17 – 736333	
Party Wall	AL and AM	Lot 17 – 736333	Lot 16 – 736332	
Party Wall	AN	Lot 17 – 736333	Lot 18 – 736334	
Party Wall	AO	Lot 18 – 736334	Lot 17 – 736333	
Party Wall	AP and AQ	Lot 18 – 736334	Lot 19 – 736335	
Party Wall	AR and AS	Lot 19 – 736335	Lot 18 – 736334	

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must signed or initial in this box.

D02-2017-41

Annexure Schedule

Easement Instrument	Dated	Page	3	of	8	pages
Party Wall	AT	Lot 20 - 736336	Lot 21 - 736337			
Party Wall	AU	Lot 21 - 736337	Lot 20 - 736336			
Party Wall	AV	Lot 21 - 736337	Lot 22 - 736338			
Party Wall	AW	Lot 22 - 736338	Lot 21 - 736337			
Party Wall	AX	Lot 22 - 736338	Lot 23 - 736339			
Party Wall	AY	Lot 23 - 736339	Lot 22 - 736338			
Party Wall	AZ	Lot 23 - 736339	Lot 24 - 736340			
Party Wall	BA	Lot 24 - 736340	Lot 23 - 736339			
Party Wall	BB	Lot 25 - 736341	Lot 26 - 736342			
Party Wall	BC	Lot 26 - 736342	Lot 25 - 736341			
Party Wall	BD	Lot 26 - 736342	Lot 27 - 736343			
Party Wall	BE	Lot 27 - 736343	Lot 26 - 736342			
Party Wall	BF	Lot 27 - 736343	Lot 28 - 736344			
Party Wall	BG	Lot 28 - 736344	Lot 27 - 736343			
Party Wall	BH	Lot 28 - 736344	Lot 29 - 736345			
Party Wall	BI	Lot 29 - 736345	Lot 28 - 736344			
Party Wall	BJ	Lot 29 - 736345	Lot 30 - 736346			
Party Wall	BK	Lot 30 - 736346	Lot 29 - 736345			
Party Wall	BL	Lot 30 - 736346	Lot 31 - 736347			
Party Wall	BM	Lot 31 - 736347	Lot 30 - 736346			
Party Wall	BN	Lot 31 - 736347	Lot 32 - 736348			
Party Wall	BO	Lot 32 - 736348	Lot 31 - 736347			

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D02-2017-41

Annexure Schedule

Easement Instrument

Dated

Page

4

of

8

pages

Form B - continued

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby **added to by:**

[the provisions set out in Annexure Schedule]

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D02-2017-37

Annexure Schedule

Easement Instrument

Dated

Page 5 of 8 pages

RIGHT OF WAY

A Right of Way includes the right for the grantee in common with the grantor and all other persons to whom the grantor may grant similar rights, at all times, to go over and along the Easement Facility.

A Right of Way includes the right to have the Easement Facility 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 formed carriageway of the Easement Facility (except during any necessary repair, maintenance or reconstruction work).

The grantee acknowledges that all repair, maintenance and restoration work on the Easement Facility must be authorised by the grantor, who alone is responsible to arrange for the cleaning, repair, maintenance and replacement of the Easement Facility. The grantor will levy the proprietors of all land having the use and the benefit of the Easement Facility with the reasonable costs of all cleaning, repair, maintenance and restoration of the Easement Facility, and the grantee must promptly pay such levies to the grantor. Clause 11 of Schedule 4 of the Land Tranter Regulations 2002, and Clause 2 of Schedule 5 of the Property Law Act 2007 are subject to this clause 4.

PARTY WALL EASEMENT

1. The grantee in common with the grantor shall have the full free uninterrupted rights and powers at all times to:
 - i. To erect the Easement Facility on that part of the servient and dominant tenements described in Schedule A which are subject to the Party Wall Easement;
 - ii. Use and enjoy for the purpose of a party wall the Easement Facility, and to keep, maintain and enjoy the support and enclosure of the structure provided by the Easement Facility and the land upon which it stands;
 - iii. To encroach upon so much of the servient tenement as is now occupied by the Easement Facility;
 - iv. To keep, maintain and enjoy the existing foundations and structure of the Easement Facility and any part of it whether above or below the surface of the servient tenement;
 - v. At all reasonable times and upon reasonable notice to enter upon the land and premises of the servient tenement to the extent necessary or desirable for the purposes of repair, maintenance, renovation or restoration work in respect of the Easement Facility with all necessary tools, equipment, contractors, professional advisors and workmen;
 - vi. To use the Easement Facility to support any building or structure erected or to be erected on the dominant tenement, by means on construction fixings, attachments or other means of support.

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D02-2017-37

Annexure Schedule

Easement Instrument

Dated

Page

6

of

8

pages

TERMS COVENANTS AND RESTRICTIONS OF PARTY WALL EASEMENT

1. The grantor and the grantee and their successors in title shall be equally responsible for carrying out and meeting the costs of the upkeep, maintenance, repair and replacement of the Easement Facility provided that if any maintenance, repair or replacement of the Easement Facility has been rendered necessary by the act, neglect or default of either party (or the tenant, visitor, licensee, employee or servant of that party) then that party shall bear the whole cost of such work. This clause shall be read subject to clause 6.

2. The proprietor of any land upon which the Easement Facility is situated shall not without the prior written consent in every case of the registered proprietor of every other land upon which any other part of the Easement Facility is situated, make any alteration or addition to the Easement Facility nor impose any weight upon it which may damage the Easement Facility or expose it to risk of damage. Any request for consent pursuant to this clause must be accompanied by the certificate of a registered civil engineer which confirms that the work proposed will not prejudice the structural integrity of the Easement Facility.

3. In the event that the Easement Facility is destroyed or so damaged as to require demolition for any reason the following terms shall apply:
 - (a) The grantor and the grantee shall jointly proceed with all reasonable speed and without any unnecessary delay to construct a new wall in the same location and of the same dimensions of similar materials to the Easement Facility now existing. All costs thereof shall be borne jointly by both the grantor and the grantee except that where the work has been rendered necessary by the act, neglect, or omission of either party, that party shall pay the whole of the cost without contribution by the other.
 - (b) Upon completion of any new wall the rights, powers and terms expressed or implied in this easement shall apply to it.
 - (c) During the period from and after the damage or demolition as aforesaid of the existing Easement Facility until a new Easement Facility has been completed, the adjoining structure affected shall be shored up in a practical manner to ensure that the structural integrity of the affected building is preserved in accordance with good engineering practice.

4. Subject to clause 6, in case a party ('the defaulting party') neglects or refuses to join with the other in carrying out any work required in respect of the Easement Facility it shall be lawful for the other to serve upon the defaulting party notice in writing requiring it to join in the necessary work. If the defaulting party fails to comply the party giving such notice shall be entitled after the expiry of one month from the date of service of the notice to carry out the work by its own contractors and for that purpose to enter upon the land and premises of the defaulting party to the extent reasonably necessary to perform and execute the required works, and the defaulting party shall pay the party by whom such works have been performed one half of the costs and expenses incurred together with all the costs of the notice. In the case of failure to make prompt payment, the same may be recovered by summary judgment proceedings.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must signed or initial in this box.

D02-2017-37

Annexure Schedule

Easement Instrument

Dated

Page

7

of

8

pages

5. The grantee and the grantor will erect, keep and maintain in good working order and condition proper systems for the disposal and discharge of stormwater from the Easement Facility.
6. In the exercise of the rights and powers of this party wall easement neither the grantor nor the grantee shall be entitled to require the other to make or to contribute to any alteration or repair to the Easement Facility if the need for such alteration or repair is for no purpose other than the support only of the building of the requiring party.
7. In this section of this Easement Instrument 'Easement Facility' means a party wall structure upon the stipulated area of the dominant and servient tenements for the support and enclosure of one or more buildings constructed of reinforced concrete, or concrete block, timber, steel, masonry or other materials in accordance with the New Zealand Building Code and includes the foundations, flashings, waterproof membranes, cladding, stormwater disposal and other construction components of it, and includes that part of the servient and dominant tenements described in Schedule A which are subject to this easement.

MAINTENANCE EASEMENT

1. The Grantee in common with the Grantor shall be entitled upon the terms of this Easement to have access over and across the stipulated area for the purpose of inspecting, maintaining, servicing, renovating, repairing, repainting and replacing the building and other improvements upon the dominant tenement.
- 2.1 Subject to clause 2.2 the rights and powers implied in all classes of easements and set out in Schedule 4 of the Land Transfer Regulations 2002 (or such other regulations or statutory terms as are enacted in substitution therefor) shall apply to this Easement
- 2.2 The right to enter upon the stipulated course with any vehicle is expressly excluded.
- 3.1 Except in the case of emergency work, the Grantee must not, despite any other term expressed or implied in this Easement, exercise access to the stipulated course without first issuing to the Grantor an Access Request Notice.
- 3.2 For the purposes of this Easement, an Access Request Notice is a written notice issued by or on behalf of the Grantee which:
 - (a) Specifies the purpose or purposes for which access to the stipulated course is required and the nature of activities which the Grantee intends to undertake;
 - (b) Specifies the type of work, materials and equipment required for the relevant purpose and the relevant activities which the Grantee intends;
 - (c) Specifies the days, times and the estimated period of time during which it is intended that the relevant activity be undertaken;
 - (d) Specifies the name, personal details and contact details as are reasonably necessary to identify the person or persons who the Grantee proposes will have responsibility to undertake the relevant activity.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must signed or initial in this box.

D02-2017-37

Annexure Schedule

Easement Instrument

Dated

Page

8

of

8

pages

- 3.3 An Access Request Notice must be served in the manner provided for in Section 353 of the Property Law Act 2007 (or such other enactment which is enacted in substitution for it).
4. In this section of this Easement Instrument "stipulated course" has the same meaning as in Schedule 4 of the Land Transfer Regulations 2002.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must signed or initial in this box.

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**RULES OF HOBSONVILLE VILLAGE
RESIDENTS' SOCIETY INCORPORATED**

002-2015-11

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CONTENTS

1. NAME	1
2. DEFINITIONS AND INTERPRETATION	1
Definitions	1
Interpretation	2
3. OBJECTS	3
Activities	3
Pecuniary gain not be an object	3
Members may contact	3
4. MEMBERSHIP	4
Incorporation Members	4
Owners to be Members	4
Register of Members	4
Not assignable	4
More than one Owner	4
5. STAGE DEVELOPMENT	5
6. DUTIES OF SOCIETY	5
General Duties	5
7. OBLIGATIONS OF MEMBERS	6
Levies	6
Special Levies	6
Staged Development	6
Sale of Developed Property	6
Covenants and Rules of Conduct	6
8. BREACH OF OBLIGATIONS	7
Occupiers and Invitees	7
Consequences	7
9. OBLIGATIONS OF THE SOCIETY	7
Rules of Conduct	7



Financial Statements	7
Insurance	8
10. LIMITATIONS ON THE SOCIETY	8
No Indebtedness	8
No Encumbrances	8
No Investments	8
No Improper use	8
11. COMMITTEE	8
Powers	8
Bank Accounts	9
Composition	9
Committee Members	9
Duties of treasurer/secretary	9
Conduct of meetings	10
Chairperson	10
Seal	11
Voting	11
Validity of Committee's actions	11
Committee Minutes and records	11
Developer as Controlling Member	11
12. MANAGER	11
First manager	11
Duties	12
13. GENERAL MEETINGS	12
Annual General Meeting	12
Special General Meeting	12
Powers of the Society in general meeting	12

Quorum	12
Notice of general meeting	12
Failure to give notice	12
The chairperson	13
Adjournment	13
Adjourned meeting	13
14. VOTING	13
One Member one vote	13
Corporation representatives	13
Voting at meetings	14
Good faith	14
15. GENERAL	14
Dissolution	14
Alteration of Constitution	14
Registered Office	15
Liability of Members	15
Indemnity	15
Arbitration	15
SCHEDULE 1	
Rules of Conduct	
SCHEDULE 2	
Plan of Hobsonville Village	
SCHEDULE 3	
Deed of Covenant	
SCHEDULE 4	
Communal Land	

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INTRODUCTION

1. NAME

- 1.1 The Name of the Society shall be Hobsonville Village Residents' Society Incorporated.

2. DEFINITIONS AND INTERPRETATION

Definitions

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

"Accessways" means the roadways, footpaths and pedestrian ways formed from time to time on the Communal Land and includes the pavements, surfaces, curbs, channels, berms, street lighting, road markings, street signs and other improvements considered necessary or desirable from time to time by the Committee for the purposes of the passage of vehicles and pedestrians.

"Act" means the Incorporated Societies Act 1908, including any amendment to it and any statute enacted to replace it.

"Bank" means a bank registered under the Reserve Bank of New Zealand Act 1989.

"Capital Improvements" means structural repairs to, and the replacement, upgrading or renewal of Communal Facilities.

"Committee" means the committee of Members from time to time elected to manage the affairs of the Society pursuant to these Rules.

"Communal Facilities" means facilities, plant, equipment, fixtures, systems, amenities and improvements that are, or at the completion of the development of Hobsonville Village will be maintained, administered or operated in whole or in part by the Society for the benefit of the Owners (or any of them) including, but not limited to, the Stormwater Management System, rain gardens, flowpaths, Accessways, open spaces and park, trees, shrubs, lawns, ground cover and gardens, services, fences and walls as are situated on the Communal Land.

"Communal Land" means the land described in Schedule 4, and such other land as may be owned or leased by the Society for the purposes of Hobsonville Village.

"Controlling Member" means the Developer.

"Default Interest Rate" means four per cent above the overdraft rate charged by the Society's Bank during the continuance of the default.

"Development" means the development of the land originally comprised in computer freehold register 654428 by the Developer as a residential Subdivision of approximately 95 residential lots substantially in accordance with the plan attached to these Rules as Schedule 6, and the construction thereon of new homes.

"Developed Property" means a property within Hobsonville Village.

- (a) which is primarily a residential dwelling; and
- (b) for which a separate computer freehold register has issued; and
- (c) which is owned by an entity other than the Developer.

"Developer" means Hobsonville Lot 2 Limited or any assignee or person or entity authorised by Hobsonville Lot 2 Limited to undertake the development of the Hobsonville Village or the construction of new homes in it.

"Encumbrance" means an Encumbrance Instrument in the form attached to these Rules as Schedule 5.

"Encumbrances" means those encumbrances attached to these Rules as Schedule 5.

"Expense Year" means each 12 month period commencing on 1 July and ending on 30 June, or such other 12 month period as the Committee from time to time determines.

"Government Valuation" means the capital value of any Lot as defined in accordance with section 2 (1) of the Rating Valuations Act 1998.

"Hobsonville Village" means the Development undertaken within the area of land described in Schedule 2.

"Hobsonville Village Management Committee" means a committee comprised of such parties as the Developer appoints. Such committee shall operate as directed by the Developer.

"Incorporation Members" means the members of the Society who complete the application for Incorporation of the Society.

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

"Levy" means the charges payable by a Member to the Society as determined in clauses 7.1 and 7.2.

"Lots" means all of the residential lots created by subdivision of the land originally comprised in computer freehold register 654428.

"Manager" means the manager or management company of the Society, appointed under rule 12.1 or rule 12.2 and in the first instance shall be [Details].

"Member" means each person who shall from time to time be a member of the Society pursuant to rules 4.1 to 4.6.

"Member's Proportion" means the proportion which the Government Valuation of the Owner's Title bears to the aggregate of the Government Valuations of all of the Lots.

"Occupier" means any person occupying and Developed Property under any lease, licence or other occupancy right and shall include all members of an Owner's family.

"Operating Expenses" means the total sum of all rates, taxes, costs and expenses of the Society incurred in respect of the Communal Land, the Communal Facilities, the Accessways and the operation, management, and administration of the Society.

"Owner" means each person registered as a proprietor (whether individually or with others) of a Developed Property (excluding the Developer).

"Owner's Title" means the title Identifier issued for the Developed Property of an Owner.

"Stage" means each stage in the development of Hobsonville Village as may be designated a Stage from time to time by the Developer.

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

"Retirement Date" means the earlier of the date on which the last dwelling to be constructed on the Lots is substantially complete, or such date as the Controlling Member notifies the Society in writing that it requires to retire as Controlling Member.

"Rules" means the rules set out in clauses 1 to 15 (inclusive) hereof and as amended or added to, but does not include the Rules of Conduct set out in Schedule 1.

"Rules of Conduct" means the rules set out in Schedule 1 and as amended or added to.

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"Services" means the systems, pipes, lines, conduits, cables, drains, manholes, switches, valves, controls and equipment which is owned, administered or operated by the Society for the purposes of providing electricity, telecommunications and computer media, water supply, wastewater and sewer, stormwater and gas services to the Developed Properties, or any of them.

"Society" means Hobsonville Village Residents' Society Incorporated.

"Society's Estimate" means the Society's estimate of the proportion of the Operating Expenses payable by each Member in respect of an Expense Year in accordance with these Rules.

"Special Resolution" means a resolution of the Society in general meeting passed by not less than 75% of Members.

"Stormwater Management System" means the pipes, culverts, drains, catchpits, detention tanks, filters, stormwater quality management devices and all related equipment and structures on the Communal Land which collect, receive, convey, hold, treat and discharge stormwater from Hobsonville Village.

"working day" has the meaning attributed to it in the Property Law Act 2007. A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.

Interpretation

2.2 In these Rules:

- (a) words denoting the singular shall include the plural and vice versa;
- (b) one gender shall include the other genders;
- (c) words denoting persons include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state, agency of a state, territorial 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 binds those persons jointly and also 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) the table of context. The section heading and clause headings have been inserted for convenience and a quick guide to the provision of these Rules and shall not form part of these Rules or affect its interpretation in any way;
- (h) reference to any statute, regulation ordinance, or bylaw shall be deemed to extend to all statutes, regulations ordinance or bylaws amending consolidating or replacing the same;

3. OBJECTS

Activities

3.1 The Society is formed exclusively to promote the following objects for and on behalf of Members and shall; carry on the following activities:

- (a) Owning, maintaining, repairing replacing and administering the Communal Land (including the grant and administration of easements, Encumbrances and similar rights) for the benefit of Members.

- (b) Managing and administering the Society and its affairs and administering and enforcing the Rules, the Rules of Conduct, or the terms of any encumbrance for the benefit of the Society on behalf of Members generally.
- (c) Administering and enforcing a scheme for the regulation and control of the Communal Land and the Communal Facilities, (including but not limited to such easements as the Society considers necessary or desirable) for the benefit of Members
- (d) Owning, maintaining, administering, replacing and operating the Communal Facilities and the Services for the benefit of Members.
- (e) The Society is also permitted to carry on all incidental activities which the Society considers to be beneficial for Members or which in the opinion of the Society are necessary to maintain Hobsonville Village as a quality place to live and to maintain its amenities.

3.2 All monies paid to the Society by its Members are to be applied for one or more of the activities described in rule 3.1.

Pecuniary gain not to be an object

3.3 The objects and permitted activities of the Society shall not include the carrying on of trading activities nor the carrying on of business for profit. No Member shall be entitled to receive any dividend, profit, or pecuniary gain out of any levy, fee, donation or other income or funds of the Society.

Members may contract

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

Use of Communal Land

3.5 Subject to these Rules, the Rules of Conduct, and of any easement, encumbrance or consent notice registered in respect of the Communal Land, each Member, Occupier, and invitees shall be entitled to make use of the Communal Land and the Communal Facilities for property purposes.

4. MEMBERSHIP

Incorporation Members

- 4.1 The first Members of the Society shall be the Controlling Member and the Incorporation Members. The Incorporation Members shall be entitled to vote at any meeting of the Society to elect a Committee (subject to clause 11.6), and to exercise all rights of a Member set out in these Rules, but shall have no obligations as Members unless and for so long as such Incorporation Member is also an Owner.
- 4.2 The Incorporation Members shall resign from the Society as soon as there are more than 15 Owners (excluding the Controlling Member) as Members of the Society, and until they resign, shall be entitled to vote at any meeting of the Society, to elect a Committee, and to exercise all rights of Members set out in these Rules, but shall have no obligations as Members.

Owners to be Members

4.3 Subject to rule 4.1, each Owner shall be a Member, and only Owners shall be Members. For that purpose:

- (a) An Encumbrance shall be registered 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 a Member as set out in these Rules. Each Member shall prior to settling any sale of a Developed Property procure every incoming purchaser to enter into, execute and deliver to the Society the Covenant in favour of the Society, by which the purchaser covenants to become a Member contemporaneously with the transfer of the Developed Property and remain to a Member of the Society while an Owner and to observe and perform the obligations of a Member as set out in these Rules. The Covenant shall be in the form attached as Schedule 3 with all details completed.
- (b) A Member shall be deemed to have resigned from the Society immediately that Member is no longer an Owner, provided that such resignation shall not relieve such Member of any obligation or liability which arose under clause 7 before that person is deemed to have resigned.
- (c) 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 rule 4.4, and shall upon entry of the details into the register, become a Member.
- (d) An incoming purchaser may become a Member by entering into an agreement to purchase a Developed Property, provided that membership shall be subject to that person becoming the Owner. No rights or privileges of membership shall accrue to a purchaser until entered on the register of Members.

Register of Members

4.4 The Society shall maintain a register of Members recording for each Owner and Member (other than the Incorporation Members) their name, address, occupation, telephone number and facsimile number and email address (at home and at work) and similar details for a third party to be contacted in the event of absence or emergency.
The Register shall also record the date on which each Member became a Member and ceased to be a Member.

Not assignable

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

More than one Owner

4.6 If there is more than one Owner of a Developed Property, such Owners shall collectively constitute one Member in respect of that Developed Property.

4.7

5. STAGE DEVELOPMENT

5.1 The Members acknowledge that Hobsonville Village will be developed in Stages and that new Owners will become Members as each Stage is completed and new homes are constructed and sold on the resulting lots ("New Developed Properties").

- 5.2 The Members acknowledge that for so long as the Development of Hobsonville Village is on-going, the Society and the Members are required to allow the Developer such access to, and use of such areas of the land originally comprised in CFR 654428 (not being a Developed Property) as is necessary or desirable for construction and works to proceed. Each Member agrees:
- (a) To allow the Developer and its contractors such access to such areas as is reasonable and necessary for the purpose of the Development (except the developed Property of the Member);
 - (b) Not to prevent, hinder or obstruct the use by the Developer or anyone so authorised by the Developer of any such area;
 - (c) That neither the Member nor the Society shall oppose or take part in any opposition to the Development or the Developer's on-going construction of the Hobsonville Village Development.
- 5.3 Covenants regarding the matters set out in clause 5 may be noted against each Owner's title in favour of the Society if the Developer so requires.

6 DUTIES OF SOCIETY

6.1 General Duties

The Society shall:

- (a) contract with the Manager to fulfil the objects of the Society upon such terms as the Society considers appropriate;
- (b) manage, administer, maintain and repair the Communal Land to a neat, tidy and well maintained standard in such manner as the Society considers appropriate;
- (c) Maintain to a neat, tidy and well maintained standard in such manner as it chooses, all landscaped areas, open spaces, park, trees, shrubs, lawns, berms, ground cover and gardens on the Communal Land:
 - (i) which are not the responsibility of any Owner; or
 - (ii) which in the reasonable opinion of the Committee are not maintained by any local authority or by any Owner to the standard required by the Society;
- (d) Manage, administer, maintain and repair the Communal Facilities in such manner as the Society considers appropriate;
- (e) levy Members for the purpose of providing funds for and meeting the costs and expenses of fulfilling the Society's duties and performing its objects;
- (f) promulgate, amend and distribute to Members from time to time the Rules of Conduct in accordance with clause 9.1;
- (g) comply with the proper requirements of Auckland Council (or any other territorial authority having jurisdiction) in respect of the Communal Land or the Communal Facilities;
- (h) Take such action as the Society considers proper to enforce compliance by Owners and Occupiers with these Rules or with the Rules of Conduct;
- (i) Take such action as the Society considers appropriate to enforce any term for the benefit of the Society in any encumbrance, easement or covenant which is registered against any Owner's Title.



6.2 The Society may:

- (a) Insure from time to time upon such terms as the Committee considers appropriate such of the Communal Facilities as the Committee determines;
- (b) Enter into maintenance contracts with appropriate contractors upon such terms as the Committee determines for such of the Communal Facilities as the Committee considers necessary;
- (c) Pay the proper charges for electricity supplied on respect of the Communal Facilities.

7 OBLIGATIONS OF MEMBERS

Levies

- 7.1 Prior to or as soon as practicable after the commencement of each Expense Year, the Society shall by written notice advise each Member of the Society's Estimate of each Member's Proportion of Operating Expenses for that Expense Year, plus such contingency sum as the Society shall in its sole discretion fix. Subject to rule 7.3, each Member shall on the 1st of each month in each Expense Year, pay 1/12th of the Society's Estimate applicable to that Expense Year. 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 Member has paid to the Society less than the Member's Proportion of actual Operating Expenses, the Member shall immediately pay to the Society the difference. If the payments made by the Member to the Society exceed the Member's Proportion of actual Operating Expenses, the Society shall credit the difference to the Society's Estimate of the Member's Proportion of Operating Costs for the then current Expense Year. Levies, fees or charges payable to the Society by each of the Members shall be determined only by the Committee or by a resolution of the Members passed in accordance with these rules.
- 7.2 Until determined pursuant to clause 7.1, the Levy paid by each Member shall be \$500.00 plus GST per Developed Property per annum subject to any change in accordance with these rules.
- 7.3 Each Member shall, pay the Levy at the time and in the manner set by the Society. The Society may require the Levy to be paid by periodic instalments on such dates as the Society notifies from time to time.

Special Levies

- 7.4 The Committee may:
- (a) from time to time fix an additional monthly levy to be paid by each Member to be set aside as a sinking fund to allow for and meet the costs of structural repairs to and the replacement or renewal of the Communal Land or the Communal Facilities.
 - (b) from time to time fix such special levies, payable by each Member at such times as are set by the Committee, as the Committee considers are necessary for the Society to meet its obligations under these Rules.

Sale of Developed Property

- 7.5 Where a Member ("Vendor") sells a Developed Property:
- (a) Despite any other rule in these Rules, the Vendor shall remain liable for all Levies and other money owed to the Society by that Vendor. The Vendor must pay all levies owing but unpaid not later than the settlement date of the Vendor's sale of a Developed Property.

- (b) The Vendor shall continue to be liable to the Society as a primary and principal debtor for all Levies and other money due and payable by the purchaser of the Developed Property to the Society until the deed of covenant specified in rule 4.3 (a) is received by the Society.
- (c) The purchaser of the Developed Property shall be liable as a Member for all unpaid indebtedness of the Vendor to the Society in respect of it. A statement issued by or on behalf of the Society shall be conclusive of this indebtedness, except in the case of manifest error.
- (d) 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.

Covenant and Rules of Conduct

- 7.6 Each Member must promptly and fully comply with the Rules of Conduct, with these Rules, and with any covenants given in favour of the Society by such Member (whether by separate deed of covenant or as noted against that Owners' Title).

8 BREACH OF OBLIGATIONS

Occupiers and Invitees

- 8.1 A reference to an act or omission by any Member shall include any act or omission by:

- (a) any mortgagee in possession of that Member's Developed Property or the Occupiers of such Members Developed Property, or
- (b) the invitees of such Occupier or such Member.

Every Member who permits possession of that Member's Developed Property by an Occupier, must provide the Occupier with a copy of the Rules of Conduct when the possession commences and must require the Occupier to comply with the Rules of Conduct.

Consequences

- 8.2 Upon any breach of these Rules by a Member ("Offending Member"):

- (a) Where damage has been caused to the Communal Facilities or the Communal Land, the Offending Member shall promptly make good such damage to the satisfaction of the Manager.
- (b) If the Offending Member fails within seven days after notice is given by the Society to the Offending Member to remedy the breach, the Society may do anything, including paying money, necessary to remedy the breach.
- (c) All money reasonably paid and all expenses reasonably incurred by the Society (including any legal costs) in remedying, or attempting to remedy, any breach of these Rules by an Offending Member, 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 the breach, shall be recoverable by the Society from the Offending Member as a liquidated sum.
- (d) If any Levy or other money due or 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

9. OBLIGATIONS OF THE SOCIETY

Rules of Conduct

- 9.1 The Society may promulgate and distribute to Members from time to time the Rules of Conduct (as amended by the Society in accordance with the terms of these Rules) from time to time concerning:

- (a) the behaviour of Owners, Occupiers and Invitees;
- (b) the use of the Developed Properties and the Communal Facilities and the Communal Land to ensure the safe, quiet enjoyment of Hobsonville Village by the Members.

(The first such Rules of Conduct shall be those attached as Schedule 1.

9.2 Financial Report

- (a) Upon receiving a written request from an Owner who wishes to sell a Developed Property, the Society shall provide to a prospective purchaser of the Developed Property, within 5 working days, a copy of the most recent financial statements of the Society;
- (b) The Society shall send to each Member by post or if the Society determines by electronic means the financial statements of the Society annually. Such financial statements shall only be audited if so required by a majority of Members voting at a meeting in accordance with these Rules.

Insurance

- 9.3 The Society shall effect and maintain all such insurances as the Committee considers reasonable, cost effective and prudent in the circumstances with respect to the Society's assets and affairs. All costs of such insurance (including the costs of all valuations and other professional fees required or deemed desirable for the purpose of such insurances) shall be levied to and recovered from Members, by the Society.

10 LIMITATIONS ON THE SOCIETY

No Indebtedness

- 10.1 Except pursuant to a Special Resolution, the Society shall not borrow any money, other than short-term borrowing to cover any temporary shortfall in meeting the Society's obligations under these Rules.

No Encumbrances

- 10.2 The Society shall not mortgage, charge, encumber, transfer or otherwise deal with any Communal Land or Communal Facilities, except by Special Resolution, provided that where the Society is obliged to grant any interest or right in respect of the Communal Land or Communal Facilities by any agreement with the Developer, such interests or right may be granted by the Committee.

No Investments

- 10.3 All of the funds of the Society shall be held in an account in the name of the Society with a Bank. The Society shall not invest those funds other than by deposit with a Bank, unless authorised by a Special Resolution.



No Improper activities

- 10.4 The Society shall not be permitted to carry out any activity or function which is inconsistent with these Rules.

OPERATION OF THE SOCIETY

11 COMMITTEE

Powers

- 11.1 The administration and management of the Society shall be vested in the Society in general meeting, and shall be delegated to the Committee. The Committee may exercise all the powers, authorities and discretions of the Society as permitted by these Rules and subject to that may do on its behalf anything which the Committee considers necessary or expedient in the interest of the Members. The powers, authority and discretions of the Committee are subject always to any limits which may from time to time be imposed by the Society in general meeting. The Committee may delegate any of its powers to sub-committees (to consist of Members) as the Committee thinks fit, or to the Manager. Any sub-committee appointed by the Committee shall in the exercise of the delegated power conform to the directions of the Committee.
- 11.2 Subject to clause 7.1 and to any restrictions imposed by the Society from time to time, the Society delegates to the Committee the power to determine Levies and the payment of them in accordance with clauses 7.1 – 7.4 (inclusive).

Bank Accounts

- 11.3 The Society shall establish a bank account with a Bank, and if the Committee thinks fit a further bank account to hold surplus funds on interest bearing deposit until required for the Society's purposes. Every drawing on such accounts (including any cheque) shall require the signatures of at least two of the persons designated by the Committee and shall be made only with the authority of the Society or Committee.

Composition of Committee

- 11.4 The Committee shall comprise the following persons:
- (a) A chairperson;
 - (b) A Treasurer/Secretary; and
 - (c) A minimum of three and a maximum of eight general Committee members as determined by the Society in general meeting before election of Committee Members.
 - (d) The Controlling Member (but only for so long as there is one).
- All documents and written announcements requiring execution on behalf of the Society must be signed by the treasurer/secretary or other person appointed by the Committee.

Committee Members

- 11.5 The members of the Committee shall be elected annually by the Society at each annual general meeting. Further committee members may be elected at any other time by the society in general meeting. The Society shall only elect Members to the Committee, but if a Member is a company one of its directors or shareholders may be appointed a Committee member.



11.6 A Committee member shall hold elected position until the earliest of:

- (a) The next annual general meeting following election (when the Committee member shall be eligible for re-election);
- (b) The date written resignation from position is received by the Society;
- (c) The date of removal from such position by the Society in general meeting; or
- (d) The date of cessation of membership.

11.7 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.

Secretary/Treasurer

11.8 The Treasurer/Secretary's duties shall include:

- (a) convening a general meeting when requested to do so in accordance with these Rules;
- (b) giving all notices required to be given by these Rules or as directed from time to time by the Society or the Committee;
- (c) Keeping minutes at all general meetings and Committee meetings and entering into the Society minute book:
 - i. The time, date and venue of such meeting;
 - ii. All business considered and resolutions passed at such meeting.
- (d) Holding in safe custody the common seal of the Society;
- (e) receiving, and issuing receipts for all annual levies, special levies, additional fees and any other moneys paid to the Society;
- (f) operating and maintaining a current bank account in the name of the Society or a Trust Account in which the Society's funds are separately identified;
- (g) reporting promptly to the Society any Member who fails to pay Levies, special levies, or additional fees within the prescribed period;
- (h) keeping all financial records and any security documents in safe custody;
- (i) compiling all 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;
- (j) compiling the financial statements immediately following each financial year as required by the Act, and provide for the auditing of those records and the distribution of the audited financial statements to Members in accordance with clause 9.7.

(k) to attend all meetings as a member of the Committee and to have full speaking rights at such meetings;

(l) The Committee may delegate all or any of these duties to the <Manager appointed under clause 12.

Conduct of Meetings

- 11.9 The Committee may meet, adjourn and otherwise regulate its meetings and procedures for conducting its business as it thinks fit. A majority of the members of the Committee from time to time, 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, at the request of the chairperson or of any three committee members, convene a meeting of the Committee, provided no meeting of the Committee shall be convened on less than 2 working days notice in writing sent to each Committee Member, such notice shall specify the time, date and venue of the proposed meeting. Notice of a Committee Meeting may be sent by mail, fax, post, or may be delivered to the last known place of address of the addressee.

Chairperson

- 11.10 The Committee from time to time shall appoint, remove and replace a person for such term as it sees fit from one of their number to chair Committee meetings and otherwise to exercise the powers of the chairperson set out in these Rules.
- 11.11 In the case of a tie in votes of the Committee the chairperson may exercise a casting vote.

Seal

- 11.12 The Committee shall 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 any two members of the Committee, provided that until the Retirement Date one of the signatories must be the Controlling Member.

Voting

- 11.13 Resolutions of the Committee shall be passed by a majority of Committee members. Each Committee member shall be entitled to exercise one vote, provided that the Manager shall not be entitled to vote. Notwithstanding any contrary provision in these Rules, 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. A resolution may be validly signed if a PDF image of it, bears the signatures of the Committee members required by this clause.

Validity of Committee's actions

- 11.14 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 his or her appointment or continuance in office or that he or she was at the relevant time disqualified, shall be as valid as if every such person had been duly appointed or had duly continued in office and was then qualified to be a Committee member.



Committee minutes and records

- 11.15 The Committee shall cause proper minutes to be kept of the proceedings of all meetings of the Society and 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.

Developer as controlling member

- 11.16 Until the Retirement Date, the Controlling Member shall be the Controlling Member of the Society, regardless of whether the Controlling Member is at any time a Member.
- 11.17 The Controlling Member shall have only the rights specified in these Rules. No reference in these Rules to a Member shall be taken as including a reference to the Controlling Member. The Controlling Member shall have no duties or obligations as a Member, including for the payment of an Annual Levy, special levy or otherwise but shall be entitled to operate, administer and manage the Society and its operations as it so chooses for so long as it is the Controlling Member.
- 11.18 Upon the Retirement Date, the Controlling Member shall be deemed to have resigned and thereafter there shall be no Controlling Member in respect of the Society.

12 MANAGER

First Manager

- 12.1 The first Manager shall be appointed by the Developer, and shall manage the Society in accordance with such management agreement as may be entered into between the Developer and the Manager. On expiry or termination of such management agreement, a manager shall be appointed by the Committee under rule 12.2. The Manager may be a company. The Manager need not be a Member.

Duties

- 12.2 Subject to rule 12.1 the Committee may 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 considers appropriate.

13 GENERAL MEETINGS

Annual general meeting

- 13.1 Except while clause 11.16 applies, 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 shall determine the time and place of each year's annual general meeting.

Special general meetings

- 13.2 A general meeting other than an annual meeting may be requested by the Committee, or by a written request signed by not less than 25% of current Members. Such a meeting is a Special General Meeting. The secretary shall call a special general meeting within 14 days of receiving an effective request.

Powers of the Society in general meeting

- 13.3 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 these Rules.

A resolution in writing signed by 75% of the Members entitled to vote in person or by proxy 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.

Quorum

- 13.4 No business shall be transacted at any general meeting of the Society unless a quorum is present when a meeting proceeds to business. A quorum is not less than 25% of all Members eligible to vote at general meetings, present in person or by written proxy, together with the Controlling Member (if there is one). A written proxy must be presented for inspection to the chairperson of the meeting.

Notice of meeting

- 13.5 A notice of general meeting of the Society shall be sent to every member not less than 10 days before the date of the meeting. Such notice may be sent by email, fax or post and may be delivered to the last known place of address of the addressee, and shall specify the date, time and venue of such meeting. The venue shall be within a reasonable distance of Hobsonville Village. In the case of a general meeting other than an annual general meeting such notice shall specify all business and 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, unless the chairperson determines to the contrary.

Failure to give notice

- 13.6 The accidental omission to give notice to, or the non-receipt of such notice by any Member, shall not invalidate the proceedings at any such meeting.

The chairperson

- 13.7 The chairperson at any general meeting shall be:
- (a) the chairperson of the Society; or
 - (b) If the chairperson is not present or is unwilling to take the chair, then those Committee members who are present may choose one of their numbers to chair the meeting; or
 - (c) if for any reason no chairperson is selected by the Committee, any member appointed by a majority of the Members present in person or by proxy.

Adjournment

- 13.8 If a quorum is not present within half an hour from the time appointed for the holding of a general meeting convened on request of Members, the meeting shall be dissolved. In any other case 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 the time and place as the Committee determines (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 shall constitute a quorum.

Adjourned meeting

- 13.9 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.

14 VOTING

One member one vote

- 14.1 Each Member shall be entitled to one vote for each Development Property of which that Member is a registered proprietor. The vote may be exercised either in person or by written proxy. Where there is more than one Owner in respect of any Developed Property within Hobsonville Village, and such Owners are collectively a Member pursuant to rule 4.6, only one such Owner shall be entitled to vote. In the absence of agreement between such Owners as to who is entitled to vote, the Owner appearing first on the title identifier to the Developed Property shall be entitled to vote. On the death of any Member, and pending the transfer of the Member's property within the Hobsonville Village, the executor of that member's estate shall be entitled to exercise that Member's vote. The Controlling Member (if there is one) shall be entitled (other than where a Special Resolution is required by these Rules) to exercise a number of votes equal to one more than the number of Members present at any general meeting.

Corporation representatives

- 14.2 Any corporation which is a Member may, by resolution of its directors or otherwise authorise such person as it thinks fit to act as its representative and vote at any meeting of the Society. The person so authorised shall be entitled to exercise the same powers on behalf of the corporation which that corporation could exercise if it were an individual Member. References in these Rules to a Member being present in person shall mean and include a representative appointed pursuant to this rule. Any such person may be elected as a member of the Committee.

Voting at meetings

14.3 At any general meeting:

- (a) A resolution may be put to the vote by the chairperson or by any Member present at the meeting who is entitled to vote.
- (b) Resolutions put to the vote shall be decided on voices or a show of hands, unless a poll is demanded or before declaration of the results of the voices or show of hands by;
 - i. the chairperson of the meeting; or
 - ii. at least five Members present in person or by proxy; or
 - iii. The Controlling Member, if there is one.
- (c) In the case of a resolution put to the vote of the meeting by voices or a show of hands, a declaration by the chairperson that such a 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 a Special Resolution or the unanimous resolution of all Members is required by these Rules.
- (e) In the case of a tie in votes, the chairperson may exercise a casting vote.
- (f) Unless all levies presently payable by the Member to the Society have been paid in full, the Member shall not be entitled to vote at any meeting of the Society, whether in his own right or as a proxy for another person.

Good faith

- 14.4 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 that Member's Proportion of all Operating Expenses and of all costs and expenses to be met by levies made but the Society, irrespective of whether any expenditure by the Society benefits all Members.

GENERAL

15 GENERAL

Dissolution

- 15.1 The Society may be wound up in accordance with section 24 the act if and only if:

- (a) a Special Resolution has been passed to that effect, and
- (b) the Auckland Council has consented to the winding up.

No such Special Resolution shall be valid or effective unless written notice has first been given to the Members of the proposal to wind up the Society..

- 15.2 In the event the Society is wound up ownership of the Communal Facilities, Communal Land, and any surplus assets of the Society shall contemporaneously vest in a non-profit organisation as voted by Special Resolution of the Members at the date of winding up, the form and constitution of which must be approved by Auckland Council. . The Committee and the Members shall take all necessary steps to vest legal title to any Communal Facilities, Communal Land, and any surplus assets in such non-profit organisation.

Alteration of Constitution

- 15.3 These Rules shall not be amended, added to or rescinded except at an annual general meeting or a special general meeting convened for that purpose, and unless prior written notice of the proposed amendment, addition or rescission has been given to all Members in accordance with these Rules.
- 15.4 No rule, including this one, shall be amended, added to or rescinded except by Special Resolution.
- 15.5 Notwithstanding any other provision in these Rules shall not be amended, added to or rescinded as to alter, add to or rescind any rules without the consent of the Hobsonville Village Management Committee until development of Hobsonville Village has been completed in full and all properties within Hobsonville Village are Developed Properties.
- 15.6 Notwithstanding any other provision in these rules, these rules shall not be amended, added to or rescinded so as to alter, add to or rescind rules 3.1, 4.2, 4.3, 5.3, 6.1, 7.1, 9.1, 9.2, 11.16, 12.1, 15.1, 15.3, 15.6, 15.7.

- 15.7 No such amendment, addition or rescission shall be valid unless and until accepted by the Registrar, or if it to materially affects the rights of the Controlling Member prior to the Retirement Date

Registered office

- 15.8 The registered office of the Society shall be situated at a place nominated by the Committee, from time to time.

Liability of Members

- 15.9 No Member shall be under any personal liability (except for levies payable under clause 7 or any other monies properly payable by the Member to the Society) in respect of any contract or other obligation made or incurred by the Society.

- 15.10 The Society shall indemnify each Member against any liability properly incurred by such Member with the authority of the Society, in respect of the affairs of the Society, but only to the extent of property owned by the Society.

- 15.11 No action in law or otherwise shall lie in favour of any Member against any other Member or against the Society, the Committee, or any Committee member in respect of any act or omission pursuant to these Rules, but nothing in this rule shall prevent an action in respect of any loss or expense arising from the dishonesty of the person against which such action is taken.

Indemnity

- 15.13 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 these Rules, or Rules of Conduct by the Member.

Arbitration

- 15.14 Any difference or dispute which may arise between a Member and the Society concerning these Rules or any act or thing to be done, suffered or omitted under these Rules, or concerning the construction of these Rules shall be referred to the arbitration of a single arbitrator if the parties can agree upon one, but otherwise to two arbitrators (one to be appointed by either party) and an umpire (to be appointed by the arbitrators before entering upon the reference). Any dispute, difference or question as to the jurisdiction of the arbitrator shall be determined by the arbitrator. The arbitration shall be conducted in accordance with and subject to the provisions of the arbitration statutes for the time being in force in New Zealand. Such arbitration shall be a condition precedent to the commencement of an action at law.

Encumbrance

- 15.15 Every Member of the Society from time to time must encumber the title to the land owned by that Member with the Encumbrance so that at all times every Developed Property will be subject to the Encumbrance.

Breach of Obligations

- 15.16 A reference to an act or omission by any Member, shall include any act or omission by any mortgagee in possession of the land owned by the Member and shall also include any Occupier of such Member's Developed Property and any invitee.



A Member must advise the Society of such details of the Occupier of the Member's Developed Property as the Society requests. Each Member must take all reasonable steps (including enforcing the terms of any tenancy or lease) to ensure that the Occupier complies with these Rules and the Rules of Conduct. In any case of persistent default by an Occupier, the Member shall on demand by the Society, terminate the Occupier's right to occupy the Member's Developed Property.

Handwritten signature and initials in the bottom right corner of the page.

SCHEDULE 1

RULES OF CONDUCT

Rules governing communal Facilities

1 Conduct and Noise

- 1.1 No Member shall make or permit any noise within the Hobsonville Village which exceeds the noise control levels set by the local authority in such levels as may be set by the Committee from time to time, and shall not act in any fashion as to annoy or disturb any other Member.
- 1.2 If a Member consumes intoxicating liquor within Hobsonville Village, the member shall ensure that all laws governing the consumption of intoxicating liquor by the Member are complied with.
- 1.3 No Member shall burn any material or substance within the Hobsonville Village or do anything which may create a fire hazard or contravene fire regulations.
- 1.4 No Member shall dispose of any rubbish except into bins or receptacles for removal on usual days by the local authority or by independent contractors.



2 Members' residences

- 2.1 Each Member shall have the duty to keep each property which they own within Hobsonville Village and all improvements to those properties (including all fences) in a well maintained and attractive condition and shall not permit the accumulation thereon of unsightly rubbish or materials or in any other way permit the appearance of a property to detract from the general standards established for Hobsonville Village. Without limiting the generality of the foregoing, members shall arrange for regular cutting of grass areas, and pruning of trees, removal of weeds and rubbish and the repair and maintenance of all buildings, driveways, footpaths and landscaping features upon the Member's property.
- 2.2 No Member shall use or permit to be used a Developed Property for any purpose other than for a purpose permitted under current local body planning requirements.
- 2.3 No Member shall erect any notice or sign on a Developed Property (other than a sale sign for the purpose of selling the Developed Property) other than as permitted under current local body planning requirements.
- 2.4 No Member shall undertake any house alterations or landscaping (including fencing) of their Developed Property otherwise than in accordance with then the current design guidelines applicable to Hobsonville Village and as prescribed by current local body planning requirements.
- 2.5 Each member shall be liable for the costs of repairing any damage to any Communal Land or Communal facility caused by that Member's Pets.
- 2.6 No member (nor any invitee) shall park, place or keep upon any Accessways or any part of the Communal Land any vehicle, equipment or material except in spaces specified from time to time as suitable for that purpose.



SCHEDULE 2

**The land originally described as Lot 2 DP 475266,
comprised in Computer Freehold Register 654428 (North Auckland Registry)
and subdivided more or less as shown
on the Yeomans Survey Solutions Drawing
6636/PS attached as the next page**



10065215238

Hobsonville Village Residents Society Incorporated (HVRS)
Amendments to Constitution
Schedule 1- Rules of Conduct
Schedule of Rule Changes

2.7 Parking in the Laneway

To allow vehicle parking as marked in broken orange lines on the HVRS laneway parking map and parking violation as attached will be applied.

2.8 Leasing a Unit

a) A Proprietor:

Must not grant or enter any lease, licence or other right to occupy a Unit which is a Short-Term Rental. The proprietor shall be liable for any loss or costs arising out of a breach of this rule including loss or additional cost of insurance, or any breach of security in respect of the Development.

b) A proprietor of any unit shall not permit the use by others (apart from members of their family) of any unit:

For any purpose other than permanent residential (meaning that the Unit is occupied by the same person(s) for at least 90 consecutive days), without the prior written permission of the Resident Society, which permission may be reasonably withheld at any time.

Hobsonville Village Residents Society Committee Members

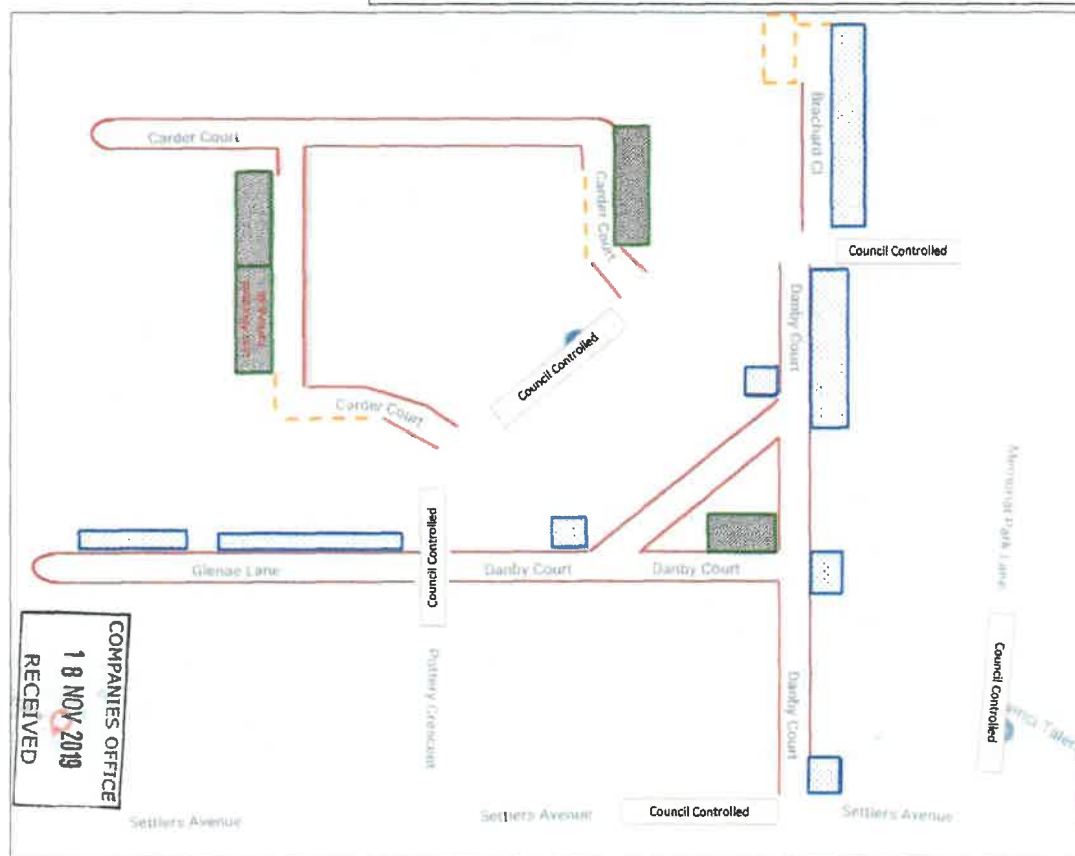
1. Name : Ian Gordon Duff
Signature : [Signature]

2. Name : Gennie van Bruckem
Signature : [Signature]

3. Name : Stephen Somerville
Signature : [Signature]



HVRS Schedule 1 Rule: No member (or invitee) shall park, place or keep on any access-way or any part of the Communal Land any vehicle, equipment or material except in spaces specified from time to time as suitable for that purpose



No Parking*

Marked resident or visitor parking

Resident parking within Property title

Additional Parking

* No parking unless vehicle can be fully parked within boundary of individual property title

- Vehicles parked in breach of rules will be recorded and notified to the body corporate management company (Crookers)
- A notice advising of the breach will be placed on the wind screen of the vehicle in breach and if applicable in the letterbox of the associated address and or email to the property owner advising of the breach.
- If there is a subsequent breach a second and final notice will be issued.
- Any further or subsequent breaches will result in the vehicle being towed.

Laneway parking breaches can be reported to Crockers: 09 360 8890 or to a HVRS committee member

Normal parking rules apply as per NZ Road Code. Parking breaches or concerns can be reported direct to Auckland Traffic (AT) - 09 355 3553

PARKING VIOLATION

First Warning

Please take notice that this vehicle is parked in contravention of rule 2.7 (schedule 1 - rules of conduct) of the Hobsonville Village Residents Society (HVRs).

A photo of the vehicle and registration has been sent to the HVRs committee and kept as a record. For future please use the additional parking available on Memorial Park Lane or Settlers Avenue. If you would like more information on parking in Hobsonville Village or have any questions please contact Crookers.

COMPANIES OFFICE
18 NOV 2019
RECEIVED

PARKING VIOLATION

Final Warning

This Vehicle is parked in contravention of rule 2.7
(schedule 1 - rules of conduct) of the Hobsonville Village
Residents Society (HVRs).

A photo of the vehicle and registration has been sent to the
HVRs committee and kept as a record.

This is a second and final warning; if this vehicle is illegally parked
again it will be towed at the owners expense. For future please use
the additional parking available on Memorial Park Lane or
Settlers Avenue. If you have any questions
please contact Crockers.

COMPANIES OFFICE
18 NOV 2019
RECEIVED

TO THE OCCUPIERS

Carparking in Carder Court, Pottery Crescent, Glenae Lane and Danby Court
Attached to this is a plan which highlights where cars can and cannot be parked
in the above streets.

The Hobsonville Village Residents Society has the responsibility to set these rules.

The Society will be commissioning signs and lines indicated on the attached plan.
This may take a little time so in the meantime we are circulating the attached plan
which highlights in yellow the no parking areas.

In setting these rules we have tried to be accommodating to allow parking in certain
areas which are forbidden under the existing rules. (Refer HVRS rule extract below)

We have also had to consider health and safety issues and ensure emergency
vehicles have easy access to all properties.

Specifically

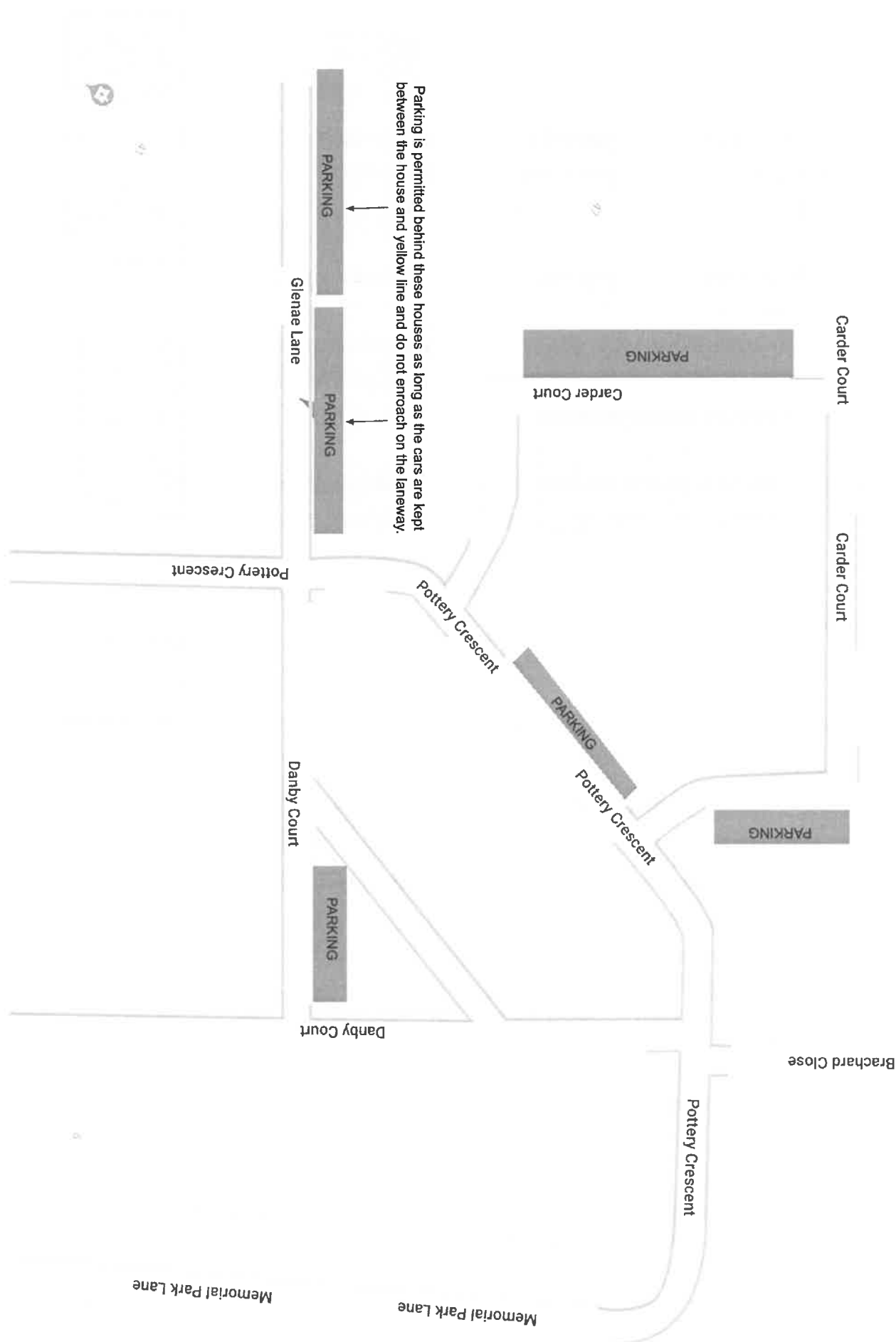
- Residents should use the garages provided in the development.
- No parking on footpaths
- No parking on the areas designated in yellow on the attached plan
- No vehicle should be left in the same park for an extended period (14 days or more)
- Visitors and short stay tenants should park in Settlers Ave and Memorial Drive.
- Please have consideration to neighbouring properties.
- Speed should be no more than 15 km/hour
- Please be mindful of children

We appreciate that carparking is an issue and if anyone has a specific issue please
contact in the first instance the body corporate manager. Jodie at Crockers
(Jodie@crockers.co.nz)

HVRS Schedule 1 Rules - Extract

No member (or invitee) shall park, place or keep on any access-way or any part of the Communal
Land any vehicle, equipment or material except in spaces specified from time to time as suitable
for that purpose

Hobsonville Village Residents Road Markings



(on sale of Developed Property)

PARTIES

2 Hobsonville Village Residents Society Incorporated ("the Society")

C The rules of the Society require all purchasers to enter into a deed of covenant in favour of the Society.

3. The mortgagee whose consent is annexed to this deed hereby covenants with the Society that in the event of the mortgagee exercising any of the mortgagee's rights, powers or remedies under any mortgage of the property, it shall comply with the constitution of the Society as if the mortgagee were a member of the Society.

THE SCHEDULE

[all details to be completed]

Street address []

Lot [] DP []

SIGNED by the purchaser)

In the presence of:) _____

Signature of witness

Name of witness

Occupation of witness

Town of residence

Two handwritten signatures in black ink, one larger and more stylized, the other smaller and simpler.

MORTGAGEE'S CONSENT

SIGNED by the Mortgagee)

In the presence of:)

(Signature of authorised person)

Signature of witness

Name of witness

Occupation of witness

Town of residence

RP

Q

INFORMATION FOR REGISTER OF MEMBERS

1. MEMBERS DETAILS

Name:

Address:

Occupation:

Email:

Telephone/Fax No's:

Residential:

Work:

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:

Residential:

Work:

3. OCCUPIER DETAILS

Name:

Address:

Occupation:

Residential:

Work:

4. EMERGENCY CONTACT OF OCCUPIER

Name:

Address:

Occupation:

Residential:

Work:

Handwritten signature and initials in the bottom right corner of the page.

SCHEDULE 4

Communal Land

The land more or less shown as Lots 100, 101, 102, 103, 104 and 105 on the Drawing attached as part of Schedule 2, as those areas are subsequently described and defined.



SCHEDULE 5

Encumbrance

The Encumbrance Instrument in the form attached with all necessary details completed to enable registration with Land Information New Zealand.



Encumbrance Instrument

(Section 101 Land Transfer Act 1952)

Affected Instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

654428	All	
--------	-----	--

Encumbrancer

HOBSONVILLE LOT 2 LIMITED

Encumbrancee

GENERAL DISTRIBUTORS LIMITED

Estate or interest to be encumbered

Insert e.g. Fee simple; Leasehold in Lease No. etc.

Fee Simple

Encumbrance Memorandum Number

Nil

Nature of security

State whether sum of money, annuity or rentcharge and amount

Annual rent charge of Twenty Dollars (\$20)

Encumbrance

Delete words in [], as appropriate

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(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.

ap

R

Form E *continued*

Terms

- 1 Length of term: 34 years 364 days (subject to clause 10 of the Annexure Schedule)
- 2 Payment date(s)
- 3 Rate(s) of interest
- 4 Event(s) in which the sum, annuity or rent charge becomes payable - in accordance with the Annexure Schedule
- 5 Event(s) in which the sum, annuity or rent charge ceases to be payable - in accordance with the Annexure Schedule

Covenants and conditions

Continue in Annexure Schedule(s), if required

In accordance with the Annexure Schedule

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

In accordance with the Annexure Schedule



Insert instrument type

Encumbrance Instrument

*Continue in additional Annexure Schedule, if required***Background**

- A. The Encumbrancer is registered as proprietor of the Land.
- B. Pursuant to an Agreement for Sale and Purchase of Real Estate made between the Encumbrancer (as Purchaser) and the Encumbrancee (as Vendor) the Encumbrancer agreed to certain limitations in respect of the use of the Land.
- C. The Encumbrancee agreed to sell the Land to the Encumbrancer upon terms requiring (amongst other things) that the Encumbrancer enters into and registers this Encumbrance Instrument.

1. Interpretation

In this Encumbrance Instrument unless the context indicates otherwise:

1.1 Definitions:

"Encumbrancee" means General Distributors Limited and includes any other person who operates the business of a supermarket upon the land described in computer freehold registered identifier 654429 or any part thereof.

"Encumbrancer" means the Encumbrancer named in this Encumbrance Instrument and includes every person for the time being registered as proprietor of the Land or any part of it, and includes also any person claiming under the Encumbrancer but only for so long as that person is registered as proprietor of the Land or any part of it.

"Land" means the fee simple estate in the land described in computer freehold register identifier 654428.

The defined expressions:

Expressions defined in the main body of this Encumbrance Instrument have the defined meaning in the whole of this Encumbrance Instrument including the Background.

Headings:

Section, clause and other headings are for ease of reference only and do not affect the interpretation of this Encumbrance Instrument.

Insert instrument type

Encumbrance Instrument

Continue in additional Annexure Schedule, if required

Joint and Several Liability:

An obligation by two or more parties binds those persons jointly and severally.

Negative Obligations:

Any obligation not to do anything includes an obligation not to permit, allow or cause that thing to be done.

Parties:

References to parties is references to parties to this Encumbrance Instrument.

Person:

References to a person or persons include reference to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other similar entities at each case whether or not having separate legal personality.

Plural and Singular:

Words importing the singular number include the plural and vice versa.

Schedules:

Schedules to this Encumbrance Instrument and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this Encumbrance Instrument.

Sections, Clauses and Schedules:

References to sections, clauses and schedules are references to this Encumbrance Instrument's sections, clauses and schedules.

Statutes and Regulations:

References to any statutory provision includes any statutory provision which amends or replaces it and any subordinate legislation made under it.

Insert instrument type

Encumbrance instrument

*Continue in additional Annexure Schedule, if required***2. Intention of Encumbrance**

The intention of this encumbrance is to secure the ongoing performance by the Encumbrancer of the obligations described in the First Schedule. The Encumbrancee is only required to provide a release of this encumbrance in the circumstances described in clause 7.

3. Covenants

The Encumbrancer covenants with the Encumbrancee to observe and perform the covenants contained in the First Schedule.

4. Costs

The Encumbrancer shall pay all costs directly or indirectly attributable to the preparation, registration and discharge of this encumbrance but the Encumbrancee shall pay its own legal costs in relation to the preparation and execution of this encumbrance.

5. Implied Terms

Sections 203 and 205 of the Property Law Act 2007 apply to this encumbrance, but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent charger or Encumbrancee):

- (a) The Encumbrancee shall be entitled to none of the powers and remedies given to Encumbrancees or Mortgagees by the Land Transfer Act 1952 and the Property Law Act 2007; and
- (b) No covenants on the part of the Encumbrancer and its successors in title are implied in this encumbrance other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.

*Insert instrument type***Encumbrance Instrument***Continue in additional Annexure Schedule, if required***6. First Charge**

This encumbrance shall rank as a first charge in respect of the Land and the Encumbrancer shall enter into a priority if necessary with any chargeholder or mortgagee to give effect to this requirement.

7. Discharge

The Encumbrancer shall be entitled to a discharge of this encumbrance at the request and cost of the Encumbrancer in respect of any part of the Land to vest as road or reserve with the appropriate authority, and the Encumbrancee shall promptly provide a partial discharge or release of this encumbrance in respect of the land to vest.

8. Consent of Encumbrancee

For the purposes of the Property Law Act 2007 and the Land Transfer Act 1952, the Encumbrancee consents to the following dealings affecting the computer freehold register of the Land without having to execute any form of consent instrument:

- (a) Creation, variation, surrender or partial surrender of any easement or covenant;
- (b) Registration of any mortgage or charge ranking subsequent to this encumbrance;
- (c) Variation of a mortgage instrument (or to any priority instrument in respect of a mortgage or charge if the priority of this instrument remains unchanged);
- (d) The deposit of a subdivision plan in respect of the land (including the vesting of any part of the land as road or as reserve in the local authority);
- (e) Any dealing which is expressed as subject to this encumbrance.



Insert instrument type

Encumbrance instrument

*Continue in additional Annexure Schedule, if required***9. Rent Charge**

- 9.1 The annual rent charge of \$20 per annum (if demanded in writing by the Encumbrancee) is payable by the Encumbrancer to the Encumbrancee on each anniversary date of this encumbrance (subject to clause 9.2).
- 9.2 If during the 12 months preceding any day on which the annual rent charge is payable under clause 9.1, there has not been any breach by the Encumbrancer of any of the covenants under this encumbrance, then the annual rent charge will be deemed to have been paid.

10. Expiry

- 10.1 The encumbrance shall expire (and the Encumbrancer shall be entitled to a discharge of it) if the Encumbrancee ceases to operate a supermarket on any part of the land formerly comprised in Certificate of Title NA12C/161 (North Auckland Registry).

FIRST SCHEDULE
(Covenants of Encumbrancer)

The Encumbrancer covenants with the Encumbrancee as follows:

1. The Encumbrancer must not use, permit or allow the land nor any part of it for the purposes of:
- Any retail business, nor
 - Any other trading or business activity other than a home-based occupation or home-based trade where the principal activity is that of a residence.

Insert instrument type

Encumbrance instrument

Continue in additional Annexure Schedule, if required

2. The Encumbrancer will not object to nor raise any complaint with the Relevant Authority in respect of the effects of ordinary retail activities or the operation of a supermarket upon any part of the land formerly comprised in Certificate of Title NA12C/161 (North Auckland Registry) including by way of example only (and not limited to):

- Noise
- Glare or lighting
- Vehicle movements
- Trading hours
- Products sold.

