

# CERTIFICATE OF TITLE

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**SUE & DAMIEN**

021 793 822 | 021 387 345

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**OWN**  
REAL ESTATE



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

**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **239069**  
**Land Registration District** **North Auckland**  
**Date Issued** 16 January 2006

**Prior References**  
164943

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**Estate** Fee Simple  
**Area** 2.5075 hectares more or less  
**Legal Description** Lot 6 Deposited Plan 358730  
**Registered Owners**  
Derek John Hulse, Leanne Wendy Hulse and TW Trustees Limited

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**Estate** Fee Simple - 1/8 share  
**Area** 2.6645 hectares more or less  
**Legal Description** Lot 9 Deposited Plan 358730  
**Registered Owners**  
Derek John Hulse, Leanne Wendy Hulse and TW Trustees Limited

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**Interests**

Fencing covenant in Transfer 6197358.2 - 29.10.2004 at 9:00 am  
6718019.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 16.1.2006 at 9:00 am  
6718019.6 Bond pursuant to Section 108(2)(b) Resource Management Act 1991 - 16.1.2006 at 9:00 am  
Subject to Section 241(2) Resource Management Act 1991 (affects DP 358730)  
Subject to a right to convey electricity (in gross) over parts marked V, AA, AB, AC and D on DP 358730 in favour of Northpower Limited created by Easement Instrument 6718019.8 - 16.1.2006 at 9:00 am  
The easements created by Easement Instrument 6718019.8 are subject to Section 243 (a) Resource Management Act 1991  
Subject to a right of way over parts marked A, AA, B, AB, C, AC, D and X and a right to convey telecommunications and computer media over parts marked AA, AB, AC, D and V and a pedestrian right of way over parts marked B, AB, C and AC and a right to convey water over parts marked Y, AA, AB, AC, D and V on DP 358730 created by Easement Instrument 6718019.9 - 16.1.2006 at 9:00 am  
Appurtenant hereto is a right to convey water created by Easement Instrument 6718019.9 - 16.1.2006 at 9:00 am  
Some of the easements created by Easement Instrument 6718019.9 are subject to Section 243 (a) Resource Management Act 1991  
Subject to a pedestrian right of way over parts marked A, AA, B, AB, C, AC and T and a right to convey water over part marked Y, AA, AB, AC and D on DP 358730 created by Easement Instrument 6718019.10 - 16.1.2006 at 9:00 am  
Some of the easements created by Easement Instrument 6718019.10 are subject to Section 243 (a) Resource Management Act 1991

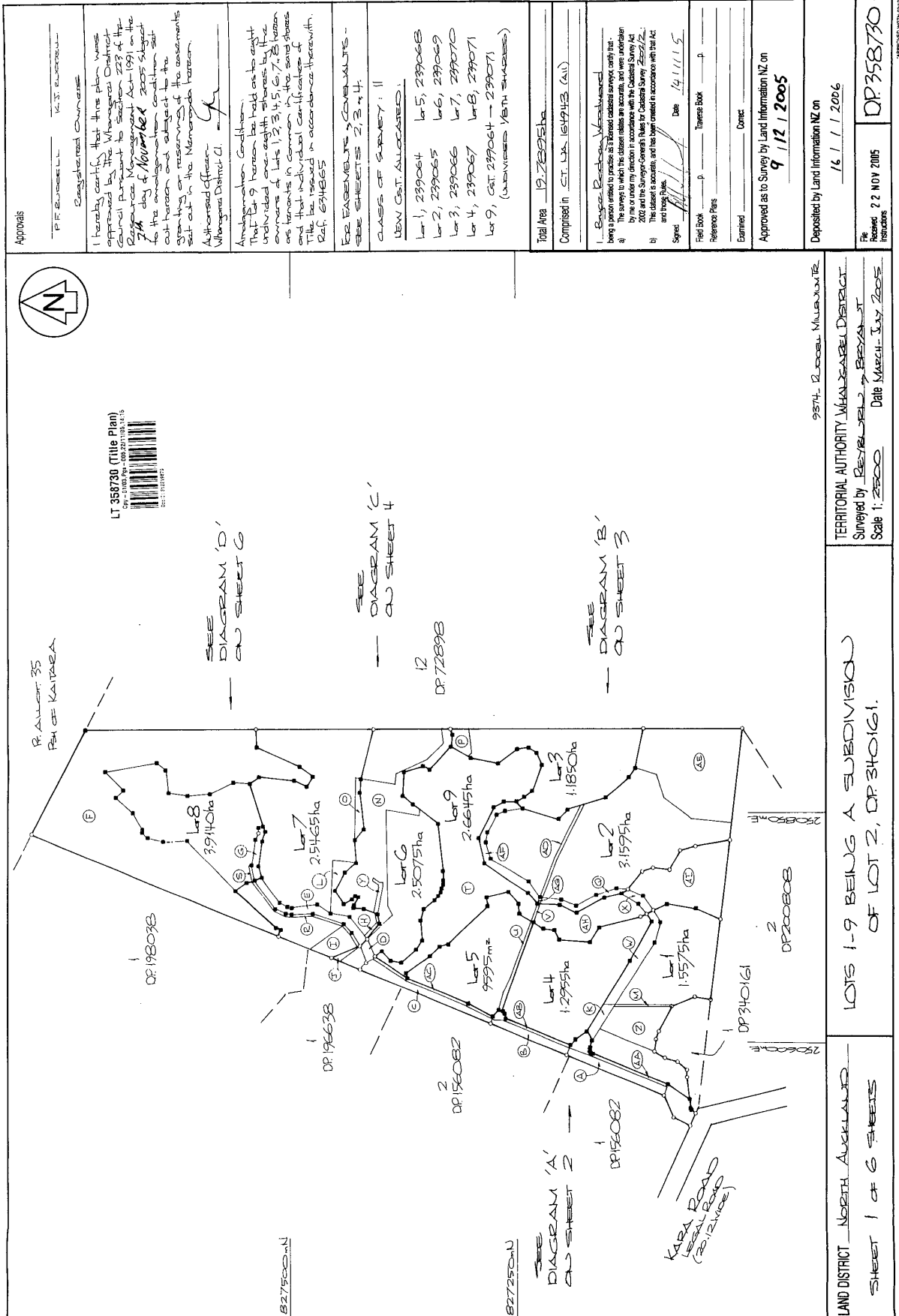
6718019.12 Open Space Covenant pursuant to Section 22 Queen Elizabeth the Second National Trust Act 1977 - 16.1.2006 at 9:00 am

Land Covenant in Easement Instrument 6718019.13 - 16.1.2006 at 9:00 am

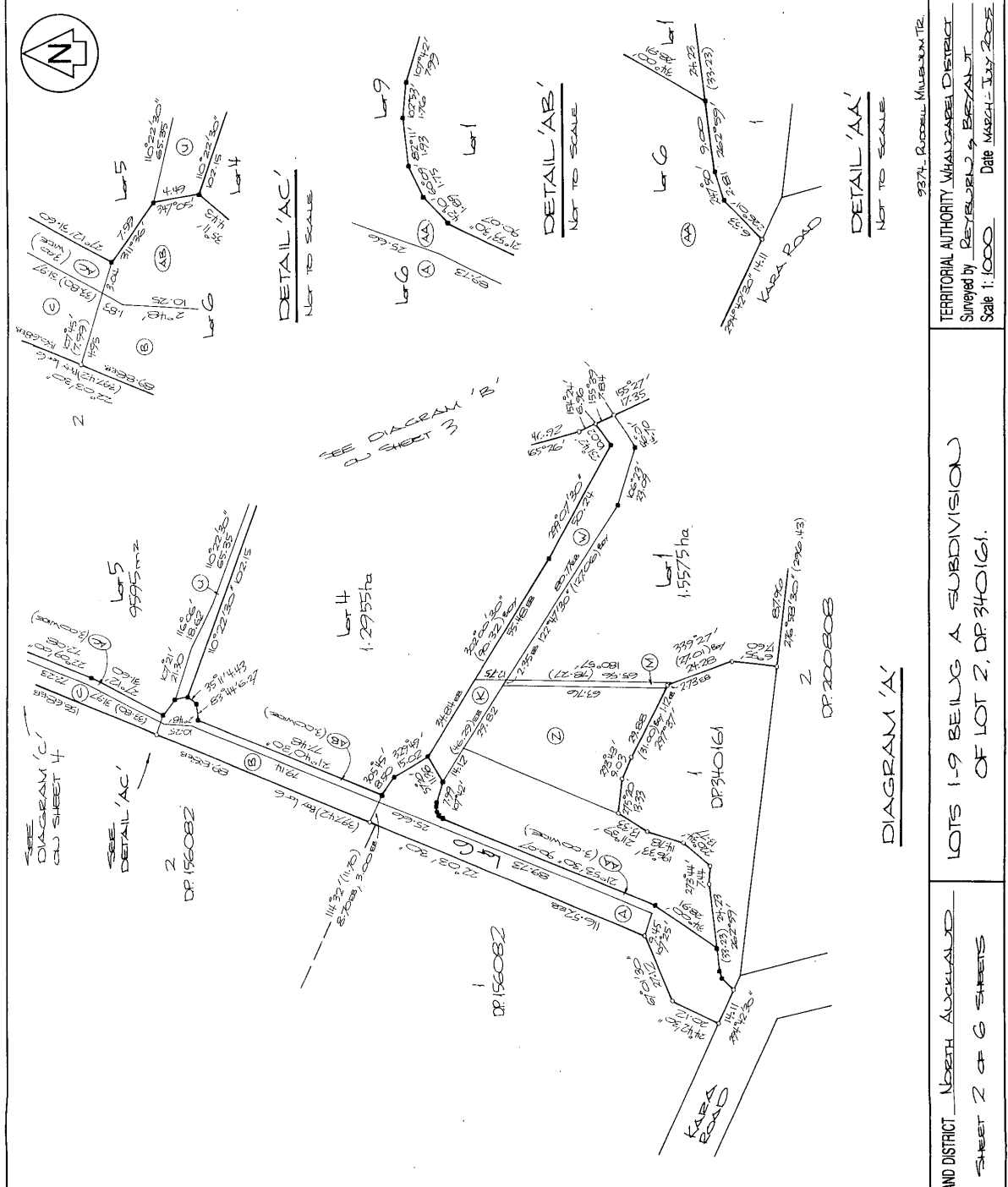
Land Covenant in Easement Instrument 6718019.14 - 16.1.2006 at 9:00 am

Fencing Covenant in Easement Instrument 6718019.14 - 16.1.2006 at 9:00 am

12509793.2 Mortgage to Kiwibank Limited - 18.7.2022 at 1:20 pm



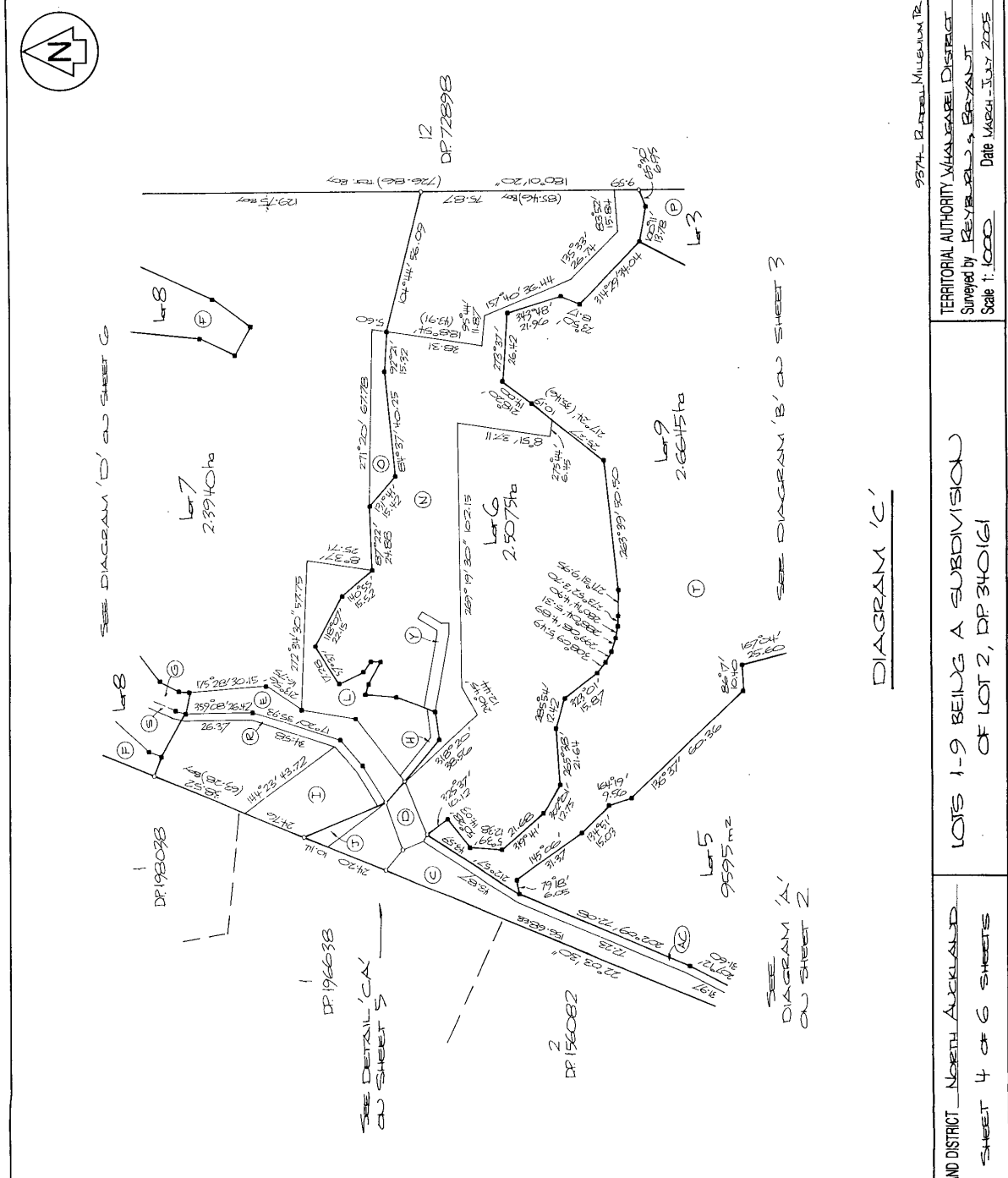
|   |        |           |          |
|---|--------|-----------|----------|
| MECHANICAL ROOM OR BASEMOUNTS IN GARAGE | SHOULD | REVISIONS | DATE     |
| ELECTRICITY                             | (A)    | 1st       | 15/11/15 |
| WATER                                   | (B)    | 2nd       | 15/11/15 |
| SEWER                                   | (C)    | 3rd       | 15/11/15 |
| TELEPHONE                               | (D)    | 4th       | 15/11/15 |
| TELEVISION                              | (E)    | 5th       | 15/11/15 |
| HEATING                                 | (F)    | 6th       | 15/11/15 |
| Cooling                                 | (G)    | 7th       | 15/11/15 |
| Lighting                                | (H)    | 8th       | 15/11/15 |
| Gas                                     | (I)    | 9th       | 15/11/15 |
| Other                                   | (J)    | 10th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (K)    | 11th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (L)    | 12th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (M)    | 13th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (N)    | 14th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (O)    | 15th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (P)    | 16th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (Q)    | 17th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (R)    | 18th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (S)    | 19th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (T)    | 20th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (U)    | 21st      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (V)    | 22nd      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (W)    | 23rd      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (X)    | 24th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (Y)    | 25th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (Z)    | 26th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AA)   | 27th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AB)   | 28th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AC)   | 29th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AD)   | 30th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AE)   | 31st      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AF)   | 32nd      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AG)   | 33rd      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AH)   | 34th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AI)   | 35th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AJ)   | 36th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AK)   | 37th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AL)   | 38th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AM)   | 39th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AN)   | 40th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AO)   | 41st      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AP)   | 42nd      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AQ)   | 43rd      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AR)   | 44th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AS)   | 45th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AT)   | 46th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AU)   | 47th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AV)   | 48th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AW)   | 49th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AX)   | 50th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AY)   | 51st      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (AZ)   | 52nd      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BA)   | 53rd      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BB)   | 54th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BC)   | 55th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BD)   | 56th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BE)   | 57th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BF)   | 58th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BG)   | 59th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BH)   | 60th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BI)   | 61st      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BJ)   | 62nd      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BK)   | 63rd      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BL)   | 64th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BM)   | 65th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BN)   | 66th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BO)   | 67th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BP)   | 68th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BQ)   | 69th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BR)   | 70th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BS)   | 71st      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BT)   | 72nd      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BU)   | 73rd      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BV)   | 74th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BW)   | 75th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BX)   | 76th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BY)   | 77th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (BZ)   | 78th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CA)   | 79th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CB)   | 80th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CC)   | 81st      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CD)   | 82nd      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CE)   | 83rd      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CF)   | 84th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CG)   | 85th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CH)   | 86th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CI)   | 87th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CJ)   | 88th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CK)   | 89th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CL)   | 90th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CM)   | 91st      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CN)   | 92nd      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CO)   | 93rd      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CP)   | 94th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CQ)   | 95th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CR)   | 96th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CS)   | 97th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CT)   | 98th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CU)   | 99th      | 15/11/15 |
| REPEATED CROSS SPACE CONDUIT SCHEDULE   | (CV)   | 100th     | 15/11/15 |



|   |  |
|---|--|
| LAND DISTRICT                                   | NORTH AUCKLAND                               |
| SHEET   | 2 OF 6 SHEETS                                |
| LOTS  | 1-9 BEING A SUBDIVISION OF LOT 2, DP 340161. |
| TERRITORIAL AUTHORITY                           | MANUKAU DISTRICT                             |
| Surveyed by                                     | REYFELDER & BESZANT                          |
| Scale   | 1:1000                                       |
| Date  | MARCH-JULY 2005                              |
| 9374, Russell MUAHAKU TE.                       |  |
| Approved as to Survey by Land Information NZ on | 9/11/2005                                    |
| Deposited by Land Information NZ on             | 16/11/2006                                   |
| File Number                                     | 22 NOV 2005                                  |
| Drawn   | DP 358730                                    |



| REMARKS | REMARKS | REMARKS |
|---------|---------|---------|
|         | Lot 1   | 1.0000  |
|         | Lot 2   | 1.0000  |
|         | Lot 3   | 1.0000  |
|         | Lot 4   | 1.0000  |
|         | Lot 5   | 1.0000  |
|         | Lot 6   | 1.0000  |
|         | Lot 7   | 1.0000  |
|         | Lot 8   | 1.0000  |
|         | Lot 9   | 1.0000  |
|         | Lot 10  | 1.0000  |
|         | Lot 11  | 1.0000  |
|         | Lot 12  | 1.0000  |
|         | Lot 13  | 1.0000  |
|         | Lot 14  | 1.0000  |
|         | Lot 15  | 1.0000  |
|         | Lot 16  | 1.0000  |
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|         | Lot 19  | 1.0000  |
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|         | Lot 88  | 1.0000  |
|         | Lot 89  | 1.0000  |
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|         | Lot 92  | 1.0000  |
|         | Lot 93  | 1.0000  |
|         | Lot 94  | 1.0000  |
|         | Lot 95  | 1.0000  |
|         | Lot 96  | 1.0000  |
|         | Lot 97  | 1.0000  |
|         | Lot 98  | 1.0000  |
|         | Lot 99  | 1.0000  |
|         | Lot 100 | 1.0000  |



|   |                         |
|---|-------------------------|
| Total Area  |                         |
| Compared in   |                         |
| 1. <i>Bevan, Richard, Woodward</i>  |                         |
| Being a person entitled to practice as a surveyor in New Zealand, I hereby certify that the above plan and map were prepared by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for Cadastral Survey 2002/2. |                         |
| This plan is accurate, and has been created in accordance with the Act and these Rules.   |                         |
| Signed  | <i>Richard Woodward</i> |
| Date  | 14/11/15                |
| Field Book  |                         |
| Reference Plans   |                         |
| Examined  |                         |
| Correct   |                         |
| Approved as to Survey by Land Information NZ on   | 9/11/2005               |
| Deposited by Land Information NZ on   | 16/11/2006              |
| File Received   | 22 NOV 2005             |
| Reference   | DP 358730               |

|                              |  |
|------------------------------|--|
| LAND DISTRICT NORTH AUCKLAND | TERRITORIAL AUTHORITY WHANGAREI DISTRICT |
| SHEET 4 OF 6 SHEETS          | Surveyed by REV. B. J. BRYAN             |
|                              | Date 22 NOV 2005                         |
|                              | Scale 1:1000                             |
|                              | DATE 16/11/2006                          |
|                              | DP 358730                                |





Approved by Registrar-General of Land under No. 2002/6055  
**Easement instrument to grant easement or profit à prendre, or create land covenant**  
 Sections 90A and 90F, Land Transfer Act 1952

**EI 6718019.13 Easeme**

Cpy - 01/01, Pgs - 017, 16/01/06, 07:27

Land registration district

**NORTH AUCKLAND**



DocID: 312286724

Grantor

Surname(s) must be underlined or in CAPITALS.

**Peter Frederick RUDELL, Kristine Joy RUDELL and Michael Jeremy BADHAM**

Grantee

Surname(s) must be underlined or in CAPITALS.

**Peter Frederick RUDELL, Kristine Joy RUDELL and Michael Jeremy BADHAM**

**Grant\* of easement or profit à prendre or creation or covenant**

**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) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 13<sup>th</sup> day of December 2005

**Attestation**

|   |   |
|---|---|
|   | <p>Signed in my presence by the Grantor</p> <p><u>N.J. Grant</u></p>  |
|   | <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <b>N.J. Grant</b></p> <p>Occupation <b>Solicitor</b></p> <p>Address <b>WHANGAREI</b></p> |
| <p>Signature [common seal] of Grantor</p> |   |

|   |   |
|---|---|
|   | <p>Signed in my presence by the Grantee</p> <p><u>N.J. Grant</u></p>  |
|   | <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <b>N.J. Grant</b></p> <p>Occupation <b>Solicitor</b></p> <p>Address <b>WHANGAREI</b></p> |
| <p>Signature [common seal] of Grantee</p> |   |

Certified correct for the purposes of the Land Transfer Act 1952.

N.J. Grant

[Solicitor for] the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.

**Annexure Schedule 1**



Easement instrument

Dated

15th December 2005

Page

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of

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pages

**Schedule A**

(Continue in additional Annexure Schedule if required.)

| Purpose (nature and extent) of easement, profit, or covenant | Shown (plan reference) | Servient tenement (Identifier/CT)  | Dominant tenement (Identifier/CT or in gross)  |
|--|------------------------|--|--|
| Land Covenant  |                        | CT 239064<br>CT 239065<br>CT 239066<br>CT 239067<br>CT 239068<br>CT 239069<br>CT 239070<br>CT 239071 | CT 239064<br>CT 239065<br>CT 239066<br>CT 239067<br>CT 239068<br>CT 239069<br>CT 239070<br>CT 239071 |

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

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

Continue in additional Annexure Schedule if required.

~~Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.~~

The implied rights and powers are **[varied]** **[negated]** **[added to]** or **[substituted]** by:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~

~~[the provisions set out in Annexure Schedule 2].~~

**Covenant provisions**

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

Continue in additional Annexure Schedule if required.

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

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~

[Annexure Schedule 2].

**All signing parties and either their witnesses or solicitors must sign or initial in this box**

*[Handwritten signatures and initials]*

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

13<sup>th</sup> December 2009

Page

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of

14

Pages

(Continue in additional Annexure Schedule, if required.)

**FIRST SCHEDULE**

**THE COVENANTS**

**1. INTRODUCTION**

- 1.1 The Grantor is the registered proprietor of the land contained within the Development.
- 1.2 The Grantor wishes to regulate the management and maintenance of Common Facilities within the Development in accordance with the covenants set out in this instrument ("the Covenants").
- 1.3 The Grantor covenants and agrees with the intention to bind itself and future Owners of the Servient Lots for the benefit of the Grantee and future Owners of the Dominant Lots that the Grantor shall always observe and perform all of the Covenants to the end and intent that each of the Covenants shall forever enure for the benefit of and be appurtenant to each and all of the Dominant Lots and the Owners for the time being of the Dominant Lots.

**2. DEFINITIONS AND INTERPRETATION**

**Definitions**

2.1 The following words shall have the following meanings in this instrument:

"Common Facilities" means the facilities described in the second schedule and any other facilities within the Development which the Owners Committee resolves under clause 3.3 should be treated as Common Facilities.

"Default Interest Rate" means 20 per cent per annum.

"Developer" means Peter Frederick Ruddell, Kristine Joy Ruddell and Michael Jeremy Badham (as trustees of the Ruddell Millenium Trust) or their nominated successor.

"Development" means the Developer's subdivision of the land formerly comprised in Certificate of Title 164943 (North Auckland Registry) into residential lots and a wetland area as shown on Deposited Plan 358730.

"Dominant Lots" means each Certificate of Title described in the column titled "dominant tenement" in Schedule A of Annexure Schedule 1 of this Instrument.

"Driveway" means:

- (a) The driveway established for the purposes of the rights-of-way marked "A, AA, B, AB, C, AC, K, W, X, Q, AG, AF, D, E and G" on DP 358730;
- (b) Street lighting and security systems located along the driveway referred to in paragraph (a) above;
- (c) Stone walls located on the western side of the driveway referred to in paragraph (a) above; and

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- (d) Security gates, street lighting, security systems, landscaping and other entrance features located at the entrance to the Development on Lot 6 DP 358730.

"Driveway Costs" means any costs and expenses properly or reasonably assessed or assessable paid or payable or otherwise incurred in respect of the maintenance, operation and administration of the Driveway.

"Expense Year" means each 12 month period commencing on 1 April and ending on 31 March, and includes any broken period commencing on the date of establishment of the Owners Committee and ending on the 31 March next following.

"Lots" means each of the Dominant Lots and Servient Lots.

"Operating Expenses" means any costs and expenses properly or reasonably assessed or assessable paid or payable or otherwise incurred in respect of the maintenance, operation and administration of the Common Facilities (except the Driveway).

"Owner" means the registered proprietor of a Lot.

"Owners Committee" means a quorum of Owners.

"Owners' Resolution" means a resolution passed by an Owners Committee.

"Servient Lots" means each Certificate of Title described in the column titled "servient tenement" in Schedule A of Annexure Schedule 1 of this Instrument.

"Special resolution" means a resolution approved by 75 percent of Owners entitled to vote.

"Wetland Procedures Manual" means the document of that name compiled by the Developer, as may be amended by the Owners Committee from time to time in accordance with clause 3.5.

"working day" means any day except:

- (a) A Saturday, a Sunday, Good Friday, Easter Monday, Anzac Day, Labour Day, the Sovereign's birthday, Waitangi Day and the Northland Provincial Anniversary Day; and
- (b) A day in the period commencing with the 24<sup>th</sup> day of December in any year and ending with the 5<sup>th</sup> day of January in the following year.

**Interpretation**

2.2 For the purpose of the interpretation and construction of this instrument:

- (a) Words in the singular shall include the plural and visa versa;
- (b) Headings have been inserted for convenience and therefore should not effect the interpretation of this instrument;
- (c) Words denoting individuals include corporations and vice versa;
- (d) A reference to a party includes that party's successors, assigns, executors and administrators;

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- (e) Reference to a statute includes all statutes amending, consolidating or replacing the statute and to any regulation order and notice made under the statute.

**3. ROLE OF THE OWNERS COMMITTEE**

- 3.1 The Owners Committee shall manage the Common Facilities in accordance with these Covenants.
- 3.2 The Owners Committee shall be entitled, subject to any limitations hereinafter set out:
  - (a) To manage, maintain and develop the Common Facilities;
  - (b) To carry out such works, repairs, renovations, landscaping, replacements and improvements on the Common Facilities as they may deem desirable and necessary for the general benefit of the Dominant Lots and to maintain and preserve the Common Facilities;
  - (c) To carry out yearly dam inspections and reporting in relation to the dam on Lot 9 DP 358730 and perform all work required to comply with the resource consent obtained for the dam;
  - (d) Without limiting the above, to perform all work required to comply with any Queen Elizabeth II National Trust Covenant and/or Wetland Procedures Manual in place in relation to the wetland area comprised in Lot 9 DP 358730;
  - (e) To establish and to establish measures to enforce, rules and bylaws with respect to the management, maintenance and development of the Common Facilities;
  - (f) To engage employees or independent contractors on such terms as the Grantees think fit to manage, maintain and develop the Common Facilities;

provided always that in carrying out their operations the Owners Committee shall ensure that they do not interfere with the quiet use or enjoyment of the Common Facilities by the Owners save as is necessary to carry out those operations.

- 3.3 The Owners Committee may from time to time by Special Resolution resolve that additional facilities within the Development should become part of the Common Facilities.
- 3.4 The Owners Committee may from time to time by Special Resolution make rules and bylaws with respect to the management, maintenance and development of the Common Facilities.
- 3.5 The Owners Committee may from time to time by Special Resolution make amendments to, or issue revised versions of, the Wetland Procedures Manual.

**4. MAINTENANCE AND ADMINISTRATION CHARGES**

- 4.1 The cost of maintaining, operating and administering the Common Facilities (except the Driveway) shall be borne by the Owners from time to time in equal proportions PROVIDED HOWEVER that where the need for maintenance or operation is directly attributable to actions of one of the Owners or their servants, tenants, agents, contractors, workmen, licensees or invitees the cost shall in that case be borne by that Owner.
- 4.2 The cost of maintaining, operating and administering the Driveway shall be borne by the Owners from time to time in the following proportions PROVIDED HOWEVER that where the need for maintenance or operation is

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directly attributable to actions of one of the Owners or their servants, tenants, agents, contractors, workmen, licensees or invitees the cost shall in that case be borne by that Owner:

| Description of part of Driveway (as shown on DP 358730 where applicable)  | Lot 1 percentage | Lot 2 percentage | Lot 3 percentage | Lot 4 percentage | Lot 5 percentage | Lot 6 percentage | Lot 7 percentage | Lot 8 percentage |
|---|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Shown A, AA; security gates, landscaping and entrance features at entrance to Development; street lighting and security systems located at entrance and along Driveway; stone walls located on western side of Driveway | 12.5             | 12.5             | 12.5             | 12.5             | 12.5             | 12.5             | 12.5             | 12.5             |
| Shown K, W  | 33.3             | 33.3             | 33.4             | -                | -                | -                | -                | -                |
| Shown X   | -                | 50               | 50               | -                | -                | -                | -                | -                |
| Shown Q, AG, AF   | -                | 20               | 80               | -                | -                | -                | -                | -                |
| Shown B, AB   | -                | -                | -                | 20               | 20               | 20               | 20               | 20               |
| Shown E, G  | -                | -                | -                | -                | -                | -                | 50               | 50               |
| Shown C, AC   | -                | -                | -                | -                | 25               | 25               | 25               | 25               |
| Shown D   | -                | -                | -                | -                | -                | 33.3             | 33.3             | 33.4             |

- 4.3 The Owners Committee may from time to time charge such levies on Owners as shall be necessary for the general maintenance, operation and administration of the Common Facilities and Driveway with such levies to be apportioned between Owners in accordance with clauses 4.1 and 4.2 above.
- 4.4 Prior to, or as soon as practicable after the commencement of each Expense Year, the Owners Committee shall by written notice advise each Owner of the estimate ("the Estimate") of each Owner's proportion of the Operating Expenses and Driveway Costs for that Expense Year plus such contingency sum as the Owners Committee shall, in its sole discretion, fix.
- 4.5 Subject to clause 4.6 each Owner (and where there is more than one Owner for a Lot each Owner of the Lot will be jointly and severally liable) shall on the date nominated by the Owners Committee pay the Estimate applicable to that Owner for that Expense Year. Payment shall be made by the Owner in the manner set by the Owners Committee.

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- 4.6 As soon as practicable after each Expense Year the Owners Committee shall provide to each Owner an itemised account of the actual Operating Expenses and Driveway Costs for the previous Expense Year. If an Owner's proportion of actual Operating Expenses and Driveway Costs for the previous Expense Year is greater than the amount paid by the Owners pursuant to clause 4.5 or clause 4.7(c) as appropriate, the Owner must immediately pay to the Owners Committee the difference. If an Owner's proportion of actual Operating Expenses and Driveway Costs for the previous Expense Year is less than the amount paid by the Owner pursuant to clause 4.5 or clause 4.7(c) as appropriate, the Owners Committee shall credit the difference to the Estimate for the then current Expense Year.
- 4.7 If the Owners Committee has failed to advise an Owner of the Estimate for an Expense Year before the date which is 10 working days after the commencement of the Expense Year, each Owner must before the date which is 20 working days after the commencement of the Expense Year pay the Estimate applicable to the previous Expense Year. On the Estimate for the Expense Year being advised to that Owner:
- (a) If the Estimate is greater than the amount (if any) already paid by that Owner under this clause, then the Owner must immediately pay to the Owners Committee the difference;
- (b) If the Estimate is less than the amount (if any) already paid by the Owner under this clause, then the Owners Committee must refund the difference to the Owner.

**5. SPECIAL LEVIES**

- 5.1 The additional levy referred to in clause 5.2 may only be fixed by the Owners Committee by Special Resolution.
- 5.2 Subject to clause 5.1 the Owners Committee:
- (a) May from time to time fix an additional annual levy to be paid by each Owner together with the Estimate for that Owner to be set aside as a sinking fund to allow for and meet the costs of capital improvements; and
- (b) May from time to time fix such additional special levies payable by each Owner at such times as are set by the Owners Committee as the Owners Committee considers are necessary to perform emergency repairs and maintenance or otherwise meet its obligations under this instrument.

Any levies payable by Owners under this clause shall be borne by Owners in equal proportions (except if the costs relate to the Driveway in which case they shall be borne by Owners in the proportions set out in clause 4.2 above), PROVIDED HOWEVER that where the need for maintenance or operation is directly attributable to actions of one of the Owners or their servants, tenants, agents, contractors, workmen, licensees or invitees the cost shall in that case be borne by that Owner.

**6. SALE OF A DOMINANT LOT**

- 6.1 Where an Owner ("Vendor") sells a Dominant Lot:
- (a) Notwithstanding any other clause in this instrument the Vendor shall remain liable for sums owed to the Owners Committee by that Vendor and no Vendor will be entitled to a refund of any levies upon ceasing to be an Owner;
- (b) The Vendor shall continue to be liable as a primary and principal debtor for all indebtedness of the purchaser of the Dominant Lot to the Owners Committee until the purchaser's name is registered on the certificate of title to the Dominant Lot;

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(c) The purchaser of a Dominant Lot must, immediately upon becoming an Owner (and thereafter as details change) provide the Owners Committee with the details necessary for maintenance of the register of Owners under clause 6.3.

6.2 The Owners Committee shall on application by an Owner or any person authorised in writing by such Owner provide the Owner or authorised person with a statement of the indebtedness of the Owner to the Owners Committee calculated to the date specified in the application. The statement shall show:

(a) Estimate of such Owner's proportion of Operating Expenses and Driveway Costs for the current Expense Year;

(b) Payments made by the Owner on account of Operating Expenses and Driveway Costs in the current Expense Year;

(c) Payments due from the Owner on account of Operating Expenses and Driveway Costs in the current Expense Year and not paid by the Owner; and

(d) Any accumulated unpaid default interest.

6.3 The Owners Committee shall maintain a register of Owners recording:

(a) The name, address, occupation, telephone number and facsimile number (if any) of each Owner and, if the Owner is not a natural person, a contact person for that Owner;

(b) The date upon which each Owner became a registered proprietor; and

(c) For each Owner, the person nominated by that Owner under clause 9.17 as being entitled to vote and eligible to participate in the Owners Committee.

**7. USE OF COMMON FACILITIES**

7.1 Each Owner together with the Owner's invitees and licensees shall be entitled to make use of and enjoy:

(a) Lot 9;

(b) the security gates and security systems located at the entrance to the Development on Lot 6 DP 358730; and

(c) any other Common Facilities to the extent that the relevant Owner has the right to use those Common Facilities under the terms of any easement,

subject to the following subclauses.

7.2 Notwithstanding the Owners' ownership of the Lots, each of the Owners acknowledges that they will not use the Common Facilities in any way which will interfere with the reasonable enjoyment of the Common Facilities by other Owners and will use and always use the Common Facilities in accordance with any rules made by the Owners Committee from time to time concerning the same.

7.3 The Owners covenant that they will not:

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- (a) Use or permit the Common Facilities to be used for any purpose which is illegal or injurious;
- (b) Make cause or permit to be made or caused any undue noise or disturbance upon the Common Facilities;
- (c) Use the Common Facilities in a manner such as might unreasonably interfere with the use and enjoyment thereof by other Owners;
- (d) Exercise the use authorised in clause 7.1 hereof in a manner such as might unreasonably interfere with the work of the Owners Committee in maintaining the Common Facilities;
- (e) Do or permit anything or commit any act, omission or default whereby the use of the Common Facilities is in any way impeded or obstructed except as otherwise expressly permitted herein.

7.4 The Owners covenant that they will:

- (a) Comply with the terms of all easements, land covenants, conservation covenants and Queen Elizabeth II National Trust Covenants registered against the titles to the Lots;
- (b) Comply with all local authority bylaws and town planning ordinances affecting the Common Facilities and the use thereof;
- (c) Comply with the Wetland Procedures Manual;
- (d) Arrange for all refuse arising out of their use of the Common Facilities to be removed;
- (e) Indemnify and keep indemnified the Owners Committee from and against any cost for repair to the Common Facilities for which the Owner may be responsible.

7.5 The Owners acknowledge that as it is not possible to set out in all the rights, obligations and duties of the Owners Committee and the Owners to the other they declare their recognition of the general principles of this instrument provide for the maintenance and enjoyment of the Common Facilities by the Owners for the time being.

7.6 If there is any conflict between the terms of this instrument and the terms of any other easements or land covenants registered against the Lots, then the terms of this instrument will prevail to the extent of any inconsistency.

7.7 The Owners of each Lot grant the Owners Committee and those authorised by the Owners Committee access over the land comprising each Lot for the purposes of constructing, repairing, replacing and maintaining the Common Facilities and, in particular, the Owners of Lots 1, 2, 6, 7, 8 and 9 DP 358730 acknowledge that the Owners Committee is entitled to erect, maintain and operate the Driveway located on those Lots.

**8. BREACH OF OBLIGATION**

**Occupiers and invitees**

8.1 A reference to an act or omission by any Owner, shall include any act or omission by any mortgagee in possession of that Owner's Dominant Lot or the occupiers of such Owner's Dominant Lot, the invitees of such occupier and the invitees of the mortgagee in possession of that Owner's Dominant Lot.

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*(Handwritten signatures and initials)*

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**Consequences**

8.2 Upon any breach of this instrument by an Owner ("Offending Owner"):

- (a) Where damage has been caused to any of the Common Facilities, the Offending Owner shall make good such damage;
- (b) If such default continues for seven days after notice is given by the Owners Committee to the Offending Owner to remedy the default, the Owners Committee may do anything, including paying the money, necessary to remedy the default;
- (c) All money paid and expenses incurred by the Owners Committee (including any legal costs of the Owners Committee) in remedying, or attempting to remedy, any breach by an Offending Owner of this instrument, or incurred in the exercise, or attempted exercise, or enforcement or attempted enforcement of any power, right or remedy of the Owners Committee in respect of such breach, shall be a debt due from the offending Owner to the Owners Committee;
- (d) If any money payable by an offending Owner to the Owners Committee 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.

**Mortgage**

8.3 If any party ("the Defaulting Party") neglects or refuses to pay any money in accordance with clause 8.2(c) and (d) then that party must forthwith upon demand and in consideration of the Owners Committee carrying out or paying for the work give and execute in favour of all the Owners other than the Defaulting Party ("the Non-Defaulting Parties") a good and registerable Memorandum of Mortgage of the Defaulting Party's land within the Development to secure the Defaulting Party's proportion of the cost of carrying out or paying for the work together with interest at the Default Interest Rate. The said Mortgage shall be in such form and contain such covenants, conditions, provisions and powers as are usually inserted in mortgages of land securing trust funds by solicitors practicing in Northland AND the Defaulting Party shall pay all costs and expenses of and incidental to:

- (a) the preparation and registration of the said Mortgage and any Variation or Discharge thereof; and
- (b) the costs (as between solicitor and client) and disbursements of the Owners Committee and/or the Non-Defaulting Parties of and incidental to the enforcement or attempted enforcement by the Owners Committee and/or the Non-Defaulting Parties of their rights, remedies and powers under these presents and/or under the Mortgage including the giving or attempted giving of any notice pursuant to the provisions of the Property Law Act 1952 or the provisions of these presents; and/or
- (c) pay to the Owners Committee as liquidated damages the sum of \$100.00 per day for every day that such breach or non-observance continues.

**9. PROCEEDINGS AT MEETINGS OF OWNERS****Chairperson**

9.1 The Owners Committee may from time to time elect one of the Owners as chairperson.

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9.2 The Owner elected as chairperson holds that office until he or she dies or resigns or is removed by the Owners Committee or the Owners Committee elects a chairperson in his or her place.

9.3 The first chairperson will be Peter Frederick Ruddell.

9.4 If at a meeting the chairperson is not present within 5 minutes after the time appointed for the commencement of a meeting of the Owners Committee, the Owners present may choose one of their number to be chairperson of that meeting.

**Secretary**

9.5 The Owners Committee may from time to time elect one of the Owners as secretary, upon such terms as the Owners Committee considers appropriate in its absolute discretion.

9.6 The Owner elected as secretary holds that office until he or she dies or resigns or is removed by the Owners Committee or the Owners Committee elect a secretary in his or her place.

9.7 The first secretary will be Kristine Joy Ruddell.

9.8 The accounts of the Owners Committee must be kept by the Secretary (or such other person as may from time to time be designated by the Owners Committee) who shall produce them to the Owners Committee upon demand.

**Notice of meeting**

9.9 The secretary must, upon request by the Chairperson or any two Owners, convene a meeting of the Owners Committee by giving not less than five working days notice of the meeting to every Owner who is in New Zealand. The notice must include the date, time and place, of the meeting and the matters to be discussed.

9.10 An irregularity in the notice of a meeting is waived if all members of the Owners Committee entitled to receive notice of the meeting attend the meeting without protest as to the irregularity or if all Owners Committee entitled to receive notice of the meeting agree to the waiver.

**Methods of holding meetings**

9.11 A meeting of the Owners Committee may be held either :-

- (a) By a number of the Owners Committee who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
- (b) By means of audio, or audio and visual, communication by which all Owners Committee members participating and constituting a quorum, can simultaneously hear each other throughout the meeting.

**Quorum**

9.12 A quorum for a meeting of the Owners Committee is a simple majority of the Owners.

9.13 No business may be transacted at a meeting of the Owners Committee if a quorum is not present.

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**Voting**

- 9.14 The chairperson is not entitled to a casting vote.
- 9.15 A resolution of the Owners Committee is passed if a simple majority of the votes cast are in favour of the resolution, except where this instrument expressly requires a Special Resolution.
- 9.16 An Owner present at a meeting of the Owners Committee is presumed to have agreed to, and to have voted in favour of a resolution of the Owners Committee unless the Owner expressly dissents from, or votes against, the resolution at the meeting.
- 9.17 Every Owner of the Owners Committee has one vote. For the avoidance of doubt if more than one person is registered as an Owner of a Dominant Lot then only one person shall be entitled to exercise the vote of the Owner and is eligible to participate in the Owners Committee. The Owner shall nominate in writing one of their number to be the person entitled to vote and to be eligible to be appointed as a member of the Owners Committee. The Owner may from time to time by notice to the secretary cancel the nomination and substitute another of their number to vote and be eligible to be appointed as a member of the Owners Committee. The person so nominated shall be recorded in the Owners Committee records as a person authorised to exercise the voting rights. In the event that the Owners have not made a valid nomination at the time of any meeting of the Owners Committee, then the Owner appearing first on the Certificate of Title to the Owner's Lot shall be entitled to vote at such meeting.
- 9.18 Any Owner not entitled to vote shall be at liberty to attend any meeting with the Owners Committee unless otherwise resolved by the Owners Committee.

**Proxies**

- 9.19 There shall be no proxies.

**Minutes**

- 9.20 The Owners Committee must ensure that minutes are kept of all proceedings at meetings of the Owners Committee.

**Unanimous resolutions**

- 9.21 A resolution in writing, signed or assented to by all Owners entitled to receive notice of the Owners Committee meeting, is as valid and effective as if it had been passed at a meeting of the Owners Committee duly convened and held.
- 9.22 Any resolution may consist of several documents (including facsimile or other similar means of communication) in like form each signed or assented to by one or more Owners.
- 9.23 A copy of every such resolution must be entered in the minute book of the Owners Committee proceedings.

**Other proceedings**

- 9.24 Except as provided in this instrument the Owners Committee may regulate its own procedure.

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*M. R.* *[Signature]*

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**Corporations may act by representatives**

- 9.25 A body corporate which is an Owner may appoint a representative to attend a meeting of Owners Committee on its behalf. Written authority from the body corporate shall be produced by the representative upon demand by the chairperson of the Owners Committee.
- 9.26 If a sum due to the Owners Committee in respect of this instrument has not been paid, that Owner may not vote at an Owner's meeting.

**10 NOTICES**

**Service**

- 10.1 All notices and other communications required under this instrument shall be in writing and shall be delivered by hand, properly addressed prepaid post, delivery to a document exchange, facsimile or email and, in the case of notices to or communications with:
  - (a) any Owner, shall be addressed to that Owner (and marked to the attention of the person nominated by that Owner under clause 9.17) at its address as notified to the Owners Committee upon that Owner becoming an Owner, or at such other address as the Owner may from time to time notify to the Secretary in writing;
  - (b) the Owners Committee, the Chairperson or the Secretary, shall be addressed to the intended recipient care of the Secretary at such address as is notified to the Owners by the Secretary.

**11. TIME OF SERVICE BY FACSIMILE**

- 11.1 A notice served by facsimile shall be deemed to have been served on the next working day following completion of the transmission of the notice.

**12. TIME OF SERVICE BY POST**

- 12.1 A notice sent by post or delivered to a document exchange shall be deemed to have been served on the expiration of two working days after the envelope or package containing the notice was duly posted or delivered to the document exchange.

**13. TIME OF SERVICE BY EMAIL**

- 13.1 A notice sent by email shall be deemed to have been served when receipt is acknowledged by the intended recipient by return email or otherwise in writing.

**14. PROOF OF SERVICE**

- 14.1 In proving service by post or delivery to a document exchange it shall be sufficient to prove that the envelope or package containing the notice was properly addressed and posted or delivered with all attached postal or delivery charges paid. In proving service by facsimile, it shall be sufficient to prove that the document was properly addressed and sent to the facsimile number of the Owner.

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**15. DISPUTE RESOLUTION**

**Process**

15.1 If a dispute arises between the parties concerning this instrument, no party may start court proceedings relating to the dispute (unless that party seeks urgent interlocutory relief) without first complying with this clause 15.

**Notice of Dispute**

15.2 A party claiming that a dispute has arisen concerning this instrument must give written notice to the other parties specifying the matter in dispute.

**Persons to be Nominated**

15.3 After a party has given a notice under clause 15.2, each party must nominate one person who will have authority to settle the dispute. The nominated persons must try in good faith to resolve the dispute within ten working days of their nomination.

**Mediation**

15.4 If the dispute is not resolved under clause 15.3, then any party may at any time in the next two working days invite the chairperson of the NZ Chapter of Lawyers Engaged in Alternative Dispute Resolution to appoint a mediator to enable the parties to mediate and settle the dispute. All discussions in the mediation will be without prejudice and will not be referred to in any later proceedings. The parties will bear their own costs in the mediation and will share equally the mediator's costs.

**Arbitration**

15.5 If the dispute is not resolved under clause 15.4 within a further 20 working days after the appointment of a mediator, any party may then require the dispute to be referred to arbitration. If this clause is invoked:

- (a) the dispute will be referred to arbitration by a sole arbitrator in accordance with the Arbitration Act 1996;
- (b) the arbitration will take place in New Zealand; and
- (c) the award in the arbitration will be final and binding on the parties.

**16. LIMITED LIABILITY TRUSTEE**

16.1 Michael Jeremy Badham has entered into this instrument as a trustee of the Ruddell Millenium Trust and his liability under this instrument is limited to the assets of the said Trust and is not a personal liability.

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**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

13th December 2004

Page

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of

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Pages

(Continue in additional Annexure Schedule, if required.)

**SECOND SCHEDULE**

**THE COMMON FACILITIES**

Driveway (as defined in clause 2.1).

Post and rail fencing along the areas marked A, AA, B, AB, C, AC, D, K, W and X on DP 358730.

Lot 9 (including without limitation the dam and bund walls, pipework and spillway) and fencing on boundaries of Lot 9.

Facilities installed along the water easements marked AA, AB, AC, D, E and G (excluding any related facilities located on surrounding areas, such as the windmill located in the area marked "Y" on DP 358758).

Water tank situated on the area marked AA on DP 358730.

Any future water pump for stock water supply located on Lot 6 on DP 358730.

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

*[Handwritten signatures and initials]*

**Annexure Schedule - Consent Form**  
Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Easement Instrument**

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**Bank of New Zealand**

**Mortgagee under Mortgage No. 6197358.3**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**The within Easement Instrument to create Land Covenants.**

Dated this 19<sup>th</sup> day of December 2005.

**Attestation**

SIGNED for and on behalf of  
BANK OF NEW ZEALAND  
by its Attorney:

*Barbara Jean Spooner*

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name **Lisi Leaupepe**  
Occupation **Bank Officer**  
Address **Auckland**

Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

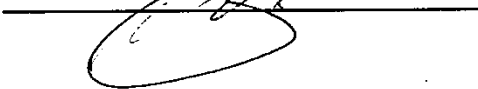
I, *Barbara Jean Spooner*, Quality Assurance Officer, of Auckland, New Zealand,  
Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:  
  
North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland

DATED: 19 December 2005

*Barbara Jean Spooner*



Approved by Registrar-General of Land under No. 2002/6055

**Easement instrument to grant easement or profit à prendre or create land covenant**  
Sections 90A and 90F, Land Transfer Act 1952

**EI 6718019.14 Easeme**

Cpy - 01/01, Pgs - 010, 16/01/06, 07:27



DocID: 312286726



Land registration district

**NORTH AUCKLAND**

Grantor

Surname(s) must be underlined or in CAPITALS.

**Peter Frederick RUDELL, Kristine Joy RUDELL and Michael Jeremy BADHAM**

Grantee

Surname(s) must be underlined or in CAPITALS.

**Peter Frederick RUDELL, Kristine Joy RUDELL and Michael Jeremy BADHAM**

Grant\* of easement or profit à prendre or creation or covenant

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) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 13<sup>th</sup> day of December 2005

Attestation

|                                    |  |
|------------------------------------|--|
|                                    | Signed in my presence by the Grantor<br>   |
|                                    | Signature of witness<br>Witness to complete in BLOCK letters (unless legibly printed)<br>Witness name<br>Occupation<br>Address |
| Signature [common seal] of Grantor | N.J. Grant<br>Solicitor<br>WHANGAREI   |

|                                    |  |
|------------------------------------|--|
|                                    | Signed in my presence by the Grantee<br>   |
|                                    | Signature of witness<br>Witness to complete in BLOCK letters (unless legibly printed)<br>Witness name<br>Occupation<br>Address |
| Signature [common seal] of Grantee | N.J. Grant<br>Solicitor<br>WHANGAREI   |

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.

**Annexure Schedule 1**



Easement instrument

Dated

13 December 2005

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pages

**Schedule A**

(Continue in additional Annexure Schedule if required.)

| Purpose (nature and extent) of easement, profit, or covenant | Shown (plan reference) | Servient tenement (Identifier/CT)  | Dominant tenement (Identifier/CT or in gross)  |
|--|------------------------|--|--|
| Land Covenant  |                        | Lot 1 DP 358730<br>Lot 2 DP 358730<br>Lot 3 DP 358730<br>Lot 4 DP 358730<br>Lot 5 DP 358730<br>Lot 6 DP 358730<br>Lot 7 DP 358730<br>Lot 8 DP 358730 | Lot 1 DP 358730<br>Lot 2 DP 358730<br>Lot 3 DP 358730<br>Lot 4 DP 358730<br>Lot 5 DP 358730<br>Lot 6 DP 358730<br>Lot 7 DP 358730<br>Lot 8 DP 358730 |

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

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

Continue in additional Annexure Schedule if required.

~~Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.~~

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

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~

~~[the provisions set out in Annexure Schedule 2].~~

**Covenant provisions**

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

Continue in additional Annexure Schedule if required.

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

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~

~~[Annexure Schedule 2].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 13 December 2005

Page 2 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

**Annexure Schedule 2**

**1. Definitions and Interpretation**

1.1 Definitions

In this Instrument:

- (a) "Dominant Lots" means those parcels of land described in the column titled "dominant tenement" in Schedule A of Annexure Schedule 1 of this Instrument.
- (b) "Lot" means each of the Dominant Lots and Servient Lots.
- (c) "Lot 2" means Lot 2 DP 358730.
- (d) "Lot 8" means Lot 8 DP 358730.
- (e) "Owner" means the registered proprietor of an estate in fee simple.
- (f) "Servient Lots" means those parcels of land described in the column titled "servient tenement" in Schedule A of Annexure Schedule 1 of this Instrument.
- (g) "Developer" means Peter Frederick Ruddell, Kristine Joy Ruddell and Michael Jeremy Badham (as trustees of the Ruddell Millenium Trust) or their nominated successor.

1.2 Interpretation

In this Instrument:

- (a) Words and expressions denoting the singular shall include the plural and vice versa.
- (b) The expressions "Grantor" and "Grantee" include the respective executors, administrators, successors, assigns and successors in title of the Grantor and Grantee.

**2. The Sanctuary philosophy**

Sanctuary, as defined by the Collins English dictionary.

*A place of refuge, a place, protected by law, where animals, especially birds, can live and breed, without interference*

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

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 13 December 2005

Page 3 of 7 Pages

*(Continue in additional Annexure Schedule, if required.)*

The Sanctuary is planned as a rural residential development close to town, where the owners can **create an exceptional living situation while enhancing the environment, a place where families can relax in a secure and quality development and be able to enjoy the conservation** within.

These covenants are intended to ensure that development of homes is maintained at high standards and that buildings contain a degree of design integrity that is sympathetic to the landscape and the character of the property as a whole.

All buildings and associated improvements are to be of a quality and standard expected of a modern, well designed subdivision, taking into account the objectives and vision of the development. Designs are expected to reflect the individual character of each lot and be in harmony with it. The proximity of the wetlands, bush and streams should be considered and also the appearance and aspect of the buildings to adjoining Lots. The major contributor to the overall aesthetics of buildings will be external colour.

**3. Covenants**

- 3.1 The Grantor covenants and agrees with the intention to bind itself and future Owners of the Servient Lots for the benefit of the Grantee and future Owners of the Dominant Lots that the Grantor shall always observe and perform all of the covenants set out in this instrument to the end and intent that each of the covenants shall forever enure for the benefit of all of the Dominant Lots and the Owners from time to time of the Dominant Lots.
- 3.2 The respective Owners and occupiers for the time being of each of the Dominant Lots are entitled to enforce the observance of these covenants against the Owners and occupiers of the Servient Lots.
- 3.3 If there should be any breach or non-observance of any of these covenants and without prejudice to any other liability which the Owner of a Servient Lot may have to any person having the benefit of these covenants the Owner of the Servient Lot must upon written demand being made by the Developer or any of the Owners of the Dominant Lots:
  - (a) Pay the person making such demand as liquidated damages the sum of \$100.00 (one hundred dollars) per day for every day that such breach or non-observance continues after the expiry of a period of 7 days from the date upon which written demand has been made.
  - (b) Remove or cause to be removed from the Servient Lot any dwellinghouse, garage, building, fence or other structure erected or placed on the Lot in breach or non-observance of the foregoing covenants.
  - (c) Remove or cause to be removed and replace any building materials used in breach or non-observance of the foregoing covenants.

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**Annexure Schedule**



Insert type of instrument  
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated 13 December 2005

Page 4 of 7 Pages

*(Continue in additional Annexure Schedule, if required.)*

3.4 Any Owner from time to time of a Servient Lot will be released from the terms and conditions of these covenants from and after the time when the Owner ceases to be the Owner of the Servient Lot provided that this will not release any Owner from liability for anything that occurred before the date on which they ceased to be the Owner.

**4. Terms of Land Covenants**

4.1 The Owner of a Lot must:

- (a) Not erect or permit to be erected on the Lot any building other than a single new residential dwellinghouse, a single self-contained unit and the usual garages and outbuildings. The main dwellinghouse must have an internal floor area of not less than 180 square metres (excluding garage, verandahs, porches and other appurtenances), except for Lot 8 where the minimum floor area of the main dwellinghouse may be reduced to 100 square metres. The self-contained unit must have an internal floor area of not more than 70 square metres (excluding garage, verandahs, porches and other appurtenances).
- (b) Not erect or place or permit to be erected or placed on the Lot any dwellinghouse or self-contained unit which at the date of construction has a re-sale value of less than \$1,200.00 per square metre (adjusted by movements in the Consumer Price Index after the date of this Instrument) ("minimum value"). At the Developer's discretion a lesser value per square metre may be allowed where the exercise of such discretion will not detract from the overall scheme. A certificate of value from a registered valuer will be accepted as prima facie evidence of the re-sale value.
- (c) Not erect or place or permit to be erected or placed on the Lot, any building other than a utility shed (builder's shed) prior to the commencement of the construction of the dwellinghouse.
- (d) Ensure that all buildings and associated improvements are of a quality and standard expected of a modern, well designed subdivision, taking into account the objectives and vision of the Sanctuary development and that:
  - (i) The dwellinghouse and any self-contained unit are individually designed by an architect to suit the landscape and are in harmony with both the Lot and adjoining Lots.
  - (ii) All outbuildings, garages and fences are of similar and harmonious design and quality with the dwellinghouse and are constructed concurrently with, or after the dwellinghouse.
  - (iii) All basements are fully enclosed.

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**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 13 December 2005

Page 5 of 7 Pages

*(Continue in additional Annexure Schedule, if required.)*

- (iv) No flat fibrolite or hardiflex is used as external wall cladding on any building except for soffits and/or in association with a painted or textured finish.
- (v) No materials are incorporated in any roof or exterior sheathing which have not been factory pre-finished or which would cause glare offensive to adjoining lots within the development (Zincalume is not to be used).
- (vi) A driveway is fully constructed in a permanent surface of concrete, concrete block, brick paving or tar-sealing and that such surfacing is carried out in a proper and tradesmanlike manner prior to occupancy.
- (e) Not erect or permit to be erected on the Lot any dwellinghouse, garage, deckings, porch, fence or other accessory buildings and appurtenances ("Improvements") without first obtaining the Developer's written approval (which approval may not be unreasonably withheld) to the plans and specifications for the Improvements, including the building and site plans showing driveways, footpaths, fencing and landscaping and details of the design, materials, finishes and exterior colours to be used. The Developer may at its discretion withhold its approval if the plans and specifications do not comply with these covenants or do not conform to the style and standard of housing that is considered by the Developer to be desirable for the Sanctuary development. If plans and specifications are presented to the Developer that are considered by the Developer not to be within the spirit of the Sanctuary development, then should the Owner wish to dispute whether the plans and specifications are appropriate, at first instance the dispute shall be referred to all Owners of the Lots, of which 75% must give written approval of the plans and specifications and until such approval is obtained the relevant owner must not action such plans and specifications.
- (f) Not erect or permit to be erected on the Lot any Improvements, site works or landscaping without obtaining from the relevant local and governmental authorities all necessary consents and permits.
- (g) Subject to the Fencing of Swimming Pools Act 1987 or any replacement or similar mandatory legislation, not to erect or permit to be erected on the Lot any fence, other than a fence that is:
  - (i) constructed of timber; and
  - (ii) has a maximum height of 1.83 metres above the natural ground level; and
  - (iii) is left in a natural weathered timber or dark stained finish.

The existing post and rail fencing along the access roads must be kept in a natural and weathered state. By agreement of the Owners of all Lots, the entirety of this post and rail fencing may be stained black, but no individual Owner of a Lot may act on their own to stain this fence.

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**Annexure Schedule**

Insert type of instrument  
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated

13 December 2005

Page

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of

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(Continue in additional Annexure Schedule, if required.)

- (h) Not erect any flats or other dwelling units which may be subject to cross leasing or registration under the Unit Titles Act.
- (i) Not permit the Lot to be occupied or used as a residence until the buildings and driveway on the property have been substantially completed, and the buildings meet the requirements of local and governmental authorities and all exterior finishing (including exterior painting or staining) has been completed.
- (j) Not permit any building to remain incomplete any later than twelve (12) months after the laying down of foundations of such building. During construction container bins must be kept on the Lot and kept neat and tidy and all rubbish must be kept contained in the bins.
- (k) Not allow any landscaping on a Lot to remain incomplete any later than twelve (12) months after completion of the principal residence on the Lot.
- (l) Not place on the Lot any caravan that is not roadworthy or does not have a current warrant of fitness and not allow any caravan, shed, garage or temporary vehicle or structure on the Lot to be used as temporary or permanent accommodation. Lot 2 is specifically excluded from the provisions of this clause until 30 August 2006, provided ownership remains with the Developer.
- (m) Not permit or suffer any advertising sign or hoarding of a commercial nature to be displayed on any part of the Lot or any buildings, except for directions to bed and breakfast accommodation (such signs to be a maximum of 400 mm by 200mm and a maximum of two signs per Lot) and temporary signage relating to the marketing of the Lot at the time of any sale of it.
- (n) Not use the Lot for any purposes other than residential accommodation, the pastoral grazing of sheep, cattle, llamas, alpacas, deer or horses, horticulture (excluding buildings associated with horticulture) or bed and breakfast style temporary accommodation of tourists (maximum of 6 guests on any one night). An Owner must not use a Lot for handrearing of more than five (5) sheep, cattle, llamas, alpacas, deer or horses at any one time.
- (o) Not use the Lot as a breeding establishment for any animals or birds with the exception of sheep, cattle, llamas, alpacas, deer and horses or to use the Lot for any activity which by its nature, noise or smell would reasonably cause offence to neighbours.
- (p) Not carry out any activity on the Lot which does not comply with the requirements of the Whangarei District Council (or any replacement Territorial Authority) District Plan in relation to permitted activities within the applicable zone.
- (q) Not permit the removal of earth from the Lot except as shall be necessary for the construction of a permanent dwellinghouse and self-contained unit thereon.

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**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 13 December 2005

Page 7 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

- (r) Not cause or permit damage to the roading, footpaths, services or any structures or areas intended for the common use and enjoyment of Owners of Lots and to reinstate or replace any items so damaged.
- (s) Not allow grass or weeds on the land to exceed 300mm in height (except for the purpose of making hay or silage) or allow rubbish or waste material to accumulate on the Lot or otherwise allow the Lot to become unsightly.
- (t) Ensure that any exposed banks on the land are planted in grass or shrubs and that no areas of sand, earth or clay on the land are permitted to remain exposed for more than three months.
- (u) Ensure that all lines and other facilities for power, telecommunications and computer media installed upon the Lot are located under the ground.
- (v) Ensure that any clotheslines, caravans, trade vehicles, trailers, boats or other equipment, materials or machinery and water tanks situated on the Lot are garaged or screened so they are not visible from adjacent properties within the development.
- (w) Use vehicles for access and transport only (and at no stage for competition or circuit racing) and not use vehicles which are unduly noisy.
- (x) Maintain safe speeds and in no case exceed the speed limit of 30km/hr which applies to all roading within the development.
- (y) Ensure that all occupants, guests, workers, agents and invitees are aware of and comply with these covenants where relevant.
- (z) Be bound by a fencing covenant within the meaning of section 2 of the Fencing Act 1978 to the extent that the Developer shall not at any time be liable to pay for or contribute towards the cost of construction or maintenance of any fence between a Lot and any adjoining Lot or other property of the Developer. This fencing covenant shall not enure for the benefit of any subsequent purchaser or owner of any adjacent property.

**5. Limited Liability Trustee**

5.1 Michael Jeremy Badham has entered into this instrument as a trustee of the Ruddell Millenium Trust and his liability under this instrument is limited to the assets of the said Trust and is not a personal liability.

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**Annexure Schedule - Consent Form**  
Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Easement Instrument**

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**Bank of New Zealand**

**Mortgagee under Mortgage No. 6197358.3**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**The within Easement Instrument to create Land Covenants.**

Dated this 19<sup>th</sup> day of December 2005

**Attestation**

SIGNED for and on behalf of  
BANK OF NEW ZEALAND  
by its Attorney

Barbara Jean Spooner

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

**Lisi Leaupepe**

Occupation

**Bank Officer  
Auckland**

Address

Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

I, *Barbara Jean Spooner*, Quality Assurance Officer, of Auckland, New Zealand,  
Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:  
  
North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland

DATED: 19 December 2005

*Barbara Jean Spooner*  
\_\_\_\_\_

## STATEMENT OF PASSING OVER

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