

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 19

Land registration district

**NORTH AUCKLAND**



**EI 6859107.14 Easeme**

Cpy - 01/01, Pgs - 016, 10/06/06, 10:03



DocID: 312462796

Grantor

Surname(s) must be underlined or in CAPITALS.

**THE HEADS LIMITED**

Grantee

Surname(s) must be underlined or in CAPITALS.

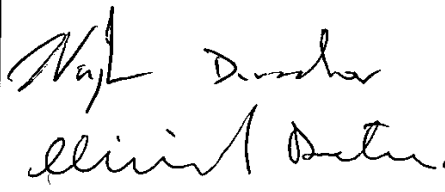

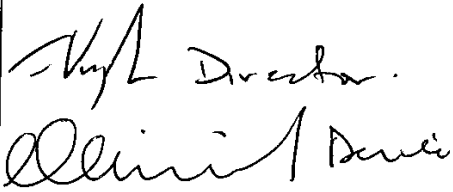

**THE HEADS LIMITED**

**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 21st day of April 2006

**Attestation**

  	<b>Signed in my presence by the Grantor</b>
	_____ Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b>  <b>Address</b>
<b>Signature [common seal] of Grantor</b>	
  	<b>Signed in my presence by the Grantee</b>
	_____ Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b>  <b>Address</b>
<b>Signature [common seal] of Grantee</b>	

**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.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

**Annexure Schedule 1**

Easement instrument

Dated

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**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)
<b>Land Covenants</b>	<b>Lots 1 to 31 (inclusive) DP365063 Lots 33 &amp; 34 DP365063</b>	<b>263992 to 264022 (inclusive) 264024, 264025</b>	<b>263992 to 264022 (inclusive) 264024, 264025</b>
<b>Fencing Covenant in Clause 5</b>	<b>Lots 1 to 31 (inclusive) DP365063 Lots 33 &amp; 34 DP365063</b>	<b>263992 to 264022 (inclusive) 264024, 264025</b>	<b>263992 to 264022 (inclusive) 264024, 264025</b>

**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]~~

Annexure Schedule 2

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

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**Annexure Schedule**



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

**Annexure Schedule 2**

The Grantor for itself and its successors in title in Certificates of Title 263992 to 264025 (inclusive) (North Auckland Registry) hereby covenants and agrees with itself as Grantee for itself and its successors in title that the following covenants will bind all the land currently contained in Certificates of Title 263992 to 264025 (inclusive) or any further subdivision of those titles and that those covenants may be enforced by all or any of the owners of the land currently contained in Certificates of Title 263992 to 264025 (inclusive) or any future subdivision of those titles.

**Covenants:**

**1. Definitions and Interpretation**

**1.1 In this Instrument**

"Access Lots" mean Lot 3 on Deposited Plan 333700 and Lots 101, 103, 104 and 105 being part of a subdivision of Lot 1 Deposited Plan 333700

"Business" means the business of the Company as set out in the Constitution of the Company

"Company" and "Management Company" means Mangawhai Heads Management Limited.

"Company Rules" means any rules made by the Company pursuant to the Constitution

"Constitution" means the constitution of the Company

"Contribution" and "Contributions" means any contributions to be made in accordance with the Constitution

"Development" means the subdivision comprising Lots 1-34, 101 and 103-105 being a subdivision of Lot 1 Deposited Plan 333700

"Consent Notice" means a notice to be registered against all or some of the Lots pursuant to Section 221 of the Resource Management Act 1991 in terms of the Resource Consent

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]*

**Annexure Schedule**

Insert type of instrument

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(Continue in additional Annexure Schedule, if required.)

"Lot 1" means Lot 1 Deposited Plan 333700 Certificate of Title 138087 or any title created from a subdivision of that title

"Lot" and "Lots" means all or any of Lots 1-34, 101 and 103-105 being a subdivision of Lot 1 Deposited Plan 333700

"Resource Consent" means the Resource Consent granted by the Kaipara District Council for the Development referenced RM 040311 and RM 030149 as amended by RM 040145 and as varied by RM 050246 and as may be further amended or varied in the future.

"Share" and "Shares" means the shares in the Company

"Shareholder" means the owner of a Share in the Company

"Shareholders" means the owners of all the Shares in the Company

"Wastewater Scheme" means the scheme to be established in terms of the Resource Consent for the operation, maintenance and administration of the communal wastewater treatment and disposal system for the Development

**1.2 Interpretation**

- (a) Clause headings appear as a matter of convenience and shall not affect the construction of this instrument.
- (b) In this instrument where the context requires or permits:-
  - (i) The plural number includes the singular number and vice versa.
  - (ii) The masculine gender includes the feminine gender and vice versa.
  - (iii) Reference to a person shall include a company and vice versa.
- (c) The Grantor and the Grantee include the successors and assigns of the Grantor and Grantee.
- (d) The covenants set out in this Instrument shall cease to bind the Grantor when they cease to hold a fee simple estate in the Land, but without prejudice to their liability for any breach of covenant under this Instrument arising before they cease to hold that estate.

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**Annexure Schedule**



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

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(Continue in additional Annexure Schedule, if required.)

- (e) The Grantee shall not be required to or obliged to enforce all or any of the covenants contained in this Instrument, nor be liable to the Grantor for any breach.

**2. Wastewater Scheme**

**2.1 Installation of Wastewater Scheme**

- (a) The Grantor will install the Wastewater Scheme.
- (b) The Wastewater Scheme shall serve each Lot to discharge wastewater.
- (c) The registered proprietors of each Lot shall be entitled to discharge wastewater through the Wastewater Scheme. Such registered proprietors will install an Innoflow Technologies Limited septic tank.
- (d) No warranty as to the availability and uninterrupted discharge of wastewater or the suitability of the Wastewater Scheme is given or shall be implied on behalf of the Grantor.

**2.2 Rights of the Parties**

- (a) The registered proprietors of the Lots shall have the following rights:
- (i) The right to service and maintain the said Wastewater Scheme; and
- (ii) The full uninterrupted and unrestricted right liberty and privilege for themselves their tenants servants agents and workmen with any tools implements machinery vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the Grantor's or the Grantee's land and to remain there for any reasonable time for the purpose of maintaining, servicing and/or renewing the Wastewater Scheme or any part thereof and of the opening up the soil of that land to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the land of the Grantor or Grantee and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

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**Annexure Schedule**



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

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(Continue in additional Annexure Schedule, if required.)

**2.3 Obligations of the Parties**

- (a) The registered proprietors of the Lots subject to this Easement shall:
- (i) Discharge wastewater through the Wastewater Scheme for the benefit of each separate Lot for domestic purposes only.
  - (ii) Service and maintain the Wastewater Scheme in accordance with the provisions of clauses 2.3(b), 2.4 and 2.5.
  - (iii) Pay upon demand once connected to the Wastewater Scheme an equal share of the costs of servicing, maintaining and operating the Wastewater Scheme in accordance with the provisions of clauses 2.3(b), 2.4 and 2.5.
  - (iv) Where any damage to the Wastewater Scheme or any part of it is caused by the action, neglect or default of one of the parties hereto their agents invitees or assignees then that party or those parties shall bear the costs of remedying such damage.
- (b) The owners of the Lots shall not raise or lodge any objection or submission to any application to any relevant authority having jurisdiction in respect of such matters in connection with the Wastewater.

**2.4 Maintenance of Wastewater Scheme**

- (a) Subject to clause 2.3(iii) and 2.3 (iv) the registered proprietor of each Lot shall be responsible for paying for an equal share of the costs of maintaining and servicing the Wastewater Scheme. For the purposes of this clause and clause 2.3, joint registered proprietors of a Lot shall be deemed to be one registered proprietor.

**2.5. Operating Costs of Wastewater Scheme**

- (a) Subject to clause 2.3(iii) and clause 2.4 hereof the cost of electricity or any other means used to operate or fuel the operation of the pump or other mechanism serving the Wastewater Scheme plus provision for maintenance including establishing a sinking fund and upgrading and any other operating costs shall be divided equally amongst the registered proprietors of the Lots.
- (b) All users of the Wastewater Scheme shall share equally the costs referred to in clauses 2.4 and 2.5(a) hereof.

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**Annexure Schedule**



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

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**2.6 The Grantor Responsible for Operation**

- (a) In order to ensure the efficient and orderly operation and maintenance of the Wastewater Scheme the Grantor shall:
  - (i) Ensure that all permits and consents required for the Wastewater Scheme are obtained and kept current;
  - (ii) Arrange for all necessary maintenance of and repairs to the Wastewater Scheme including electric pumps and electricity supply, and the underground reticulation and improvements and alterations that may from time to time be made thereto to ensure the continued operation of the Wastewater Scheme from the electric pumps to the Lots;
  - (iii) Receive and arrange payment of all electricity charges and other payments necessary to ensure the discharge of wastewater and stormwater;
  - (iv) Maintain a separate bank account for all receipts and payments relating to the operation and maintenance of the Wastewater Scheme; and
  - (v) Regularly invoice the Grantee to contribute to the operating and maintenance cost of the Wastewater Scheme for his share of such costs incurred.
- (b) For the purposes of this clause the Grantor may require the Grantee to pay by bank automatic payment or otherwise into the said bank account a regular payment on account of maintenance and operating costs to be incurred by him pursuant to this clause including a payment into a sinking fund, and all such moneys shall be applied in payment of such costs.
- (c) The Grantor may assign the obligations referred to in this clause to the Management Company which shall be responsible for the administration, repair and upkeep of the Wastewater Scheme.

**2.7.1 Council Supply of Wastewater Scheme**

Upon a wastewater scheme being provided by the Kaipara District Council (the Council Supply) to the Development:

- (a) The registered proprietors of all of the Lots shall within three months of the Council Supply becoming available, connect to the Council Supply at their own cost. The registered proprietors of the Lots shall also be responsible for the payment to the Council of any headworks fee assessed by the Council as being fair and reasonable in respect of such connection to the Council Supply.

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*[Signature]*

*[Signature]*

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- (b) The communal wastewater treatment plant (excluding each of the individual on site septic tanks located on each lot and associated effluent reticulation) will be abandoned and the main effluent collector pipe will be required to be connected to the Council Supply. All current and relevant requirements of the Kaipara District Council with respect to connection to the Council Supply including the payment of any development contribution, connection fee or any other charge shall be complied with. It is noted with respect to calculation of applicable charges, that each individual Lot will be assessed as a "future lot" in accordance with the Kaipara District Council EcoCare Statement of Proposal.

**2.7.2 Communal Scheme**

- (a) Each Lot owner is required to be a shareholder of the Management Company formed to operate, maintain and administer all matters associated with the communal wastewater treatment and disposal system, the communal stormwater control system for stormwater runoff from all roading proposed for the Development (including the stormwater detentions ponds), the maintenance of the roading within the Development including the currently unformed legal road on the ridgeline, and the maintenance of the registered conservation covenant area of existing native bush and proposed future revegetation planting on the Development.
- (b) The Management Company is required to oversee ongoing maintenance of the individual on-site septic tanks and effluent reticulation pipelines to the point of connection to the community sewerage scheme. For the purposes of clarification, the point of connection to the community sewerage scheme shall be the point at which all downstream reticulation is at least 150 mm in diameter.
- (c) Septic tanks and plumbing fixtures are to be supplied and installed to each Lot in accordance with the standards defined by the Management Company responsible for the ongoing management of the communal sewerage scheme.
- (d) Each Lot owner is required to enter into an ongoing contract for the maintenance of the septic tanks with an organisation to the approval of the Management Company responsible for the ongoing management of the communal sewerage scheme.

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**2.8 Default**

- (a) No power is implied in respect of any covenant contained herein for any party to determine the covenant for any breach of any provisions in this Instrument (whether expressed or implied) or for any other cause, it being the intention of the parties that the covenants in this instrument shall subsist for all time until surrendered.
- (b) If any party ("the defaulting party") neglects or refuses to perform or join with any other party in performing any obligation pursuant to this instrument the following provisions shall apply:
  - (i) Any other party ("the affected party") may serve upon the defaulting party a written notice ("default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that after the expiry of not less than fourteen days from service of the default notice the provisions of this default clause shall apply.
  - (ii) If at the expiry of the period stated in the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the affected party may do any or all of the following:
    - (i) Perform such obligation.
    - (ii) Take such reasonable steps as may be necessary to disconnect the land owned by the defaulting party from the Wastewater Scheme.
    - (iii) Enter on to the land owned by the defaulting party or any other land subject to this Easement and carry out all work required to perform such obligation and/or disconnect the land owned by the defaulting party from the Wastewater Scheme.
  - (iii) The defaulting party shall be liable to pay to the affected party:
    - (i) All costs of and incidental to the preparation and service of the default notice.
    - (ii) All costs of and incidental to any such disconnection.
    - (iii) The proportion of all costs incurred in performing such obligation as is properly payable by the defaulting party pursuant to this instrument.

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- (iv) The affected party may recover from the defaulting party as a liquidated debt any moneys payable pursuant to this clause.
- (v) If the Wastewater Scheme to the land owned by the defaulting party is disconnected pursuant to this clause, the defaulting party may not reconnect or have reconnected to the Wastewater Scheme until the defaulting party has performed all outstanding obligations and has paid in full any moneys payable pursuant to this clause.

**3. Building Covenants**

3.1 To conserve and enhance the character quality and amenity values of the Servient Lots. The Grantor covenants as follows:

- (a) Not to commence erection construction or permit or attempt to erect any buildings or improvements to the property, including fences, without having obtained first the written approval of the Grantee and the Kaipara District Council to the Grantor's plans and specification and exterior design and appearance of the Grantor's proposed new dwelling or other improvements to the land including landscaping in accordance with the terms and conditions of any Resource Consent issued by the Kaipara District Council.
- (b) The Grantor shall:
  - (i) Not use the Lot for any purpose other than residential.
  - (ii) Not erect or place or permit to be erected or placed on Lot 1 any dwelling house the cost of which in materials and labour alone is less than \$250,000 adjusted by the percentage increase in the Consumer Price index (Housing Group) between 1 November 2005 and the quarterly index date immediately before commencement of construction.
  - (iii) Without prejudice to the generality of the foregoing, not to place or erect on the Lot any building other than a new building excepting temporary structures required in connection with the erection of approved permanent buildings and which will be removed upon completion of those permanent buildings. Buildings may be relocated on the Lot provided written consent is obtained from the Grantee or the Management Company.
  - (iv) Use only roof claddings made of steel (corrugated or tray) cedar shingles, slate, steel or other such materials which are consistent with the restriction on roof colours referred to in the following clause.

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- (v) Use only roof colours comprising dark recessive hues and of low reflectivity. All steel roofing shall be painted or otherwise colour treated and shall exclude zincalume, galfan and other similar matt-finish, untreated iron products. Acceptable colour steel hues shall be limited to Ironsand, Grey Friars, New Denim Blue and Karaka Green (Resene NZ colours). No other colours shall be permitted.
- (vi) Use only wall materials in recessive timber, smooth plaster or stone. If smooth plaster is used then a dark resin shall be added. Wall colours are to be natural and recessive (in materials stated above) or in the range of browns, tussock, greys or natural greens. Walls are to be continuous on one cladding from ground to roof.
- (vii) Use only timber, steel or aluminium joiners and joiner colours (other than timber) shall match roof, gutter and spouting colours.
- (viii) Use the same external material on all buildings and structures within any given lot so that all ancillary buildings shall have the same external materials and colours as the dwelling house on that Lot.
- (ix) Place all structures within the designated building platforms.
- (x) Not place any relocatable buildings on any Lot.
- (xi) Not permit or suffer any building in the course of erection to be left without substantial work being carried out thereon for a period exceeding three months and not delay or permit the delaying of completion or construction of any such building longer than nine months from the date of commencement of work.
- (xii) Not permit the Lot to be occupied or used for a dwelling house or temporary or permanent residential purposes (including holidays) by the erection of temporary structures or the placing thereon of tents, caravans or vehicles.
- (xiii) Not to erect any improvements on the area on the Lot designated for a drainage easement and to only seal such areas with a porous type paving or turf block specified and approved in writing by the Grantee.
- (xiv) Not permit or suffer any rubbish to accumulate or be placed upon the Lot including derelict vehicles, building materials and inorganic items or allow any excessive growth of grass so that the same shall become odorous or unsightly.

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- (xv) Not after receipt of written notice from the Grantee or the Management Company proceed further with nor permit to remain on the Lot, any building structure or improvement erected or repaired or completed in breach or non observance of the covenants hereinbefore set out.
- (xvi) Ensure that buildings on Lots 5, 6, 10-12, 14, 17-22 and 31, 33 & 34 be designed and constructed having regard to the architectural guidelines prepared by Jo Hill (architect) included in figures 14-16 respectively of the Assessment of Environmental Effects and so that the vertical distance between the highest point on the building at any point and the natural ground level at any point shall not exceed 5.0 metres, provided that for the purposes of this condition, "Height" means the vertical distance between the highest point on the building at any point and the natural ground level at that point but excluding arials and chimneys provided that such structures do not exceed a height of 3m above the maximum permitted height.
- (c) In the event of a conflict between the provisions of these building covenants and the building covenants in Easement 5980277.3, the provisions of these covenants shall prevail.

3.2 Not to commence erection or construction or permit or suffer to be erected or constructed any buildings or other improvements on the Lot including fences without having first obtained the written approval of the Grantee to the Grantor's plans and specifications and exterior design and appearance of the Grantor's proposed new building or other improvements to property, including landscaping and the written approval of the Grantee to the Grantor's nominated builder(s), and following such approvals, will not make any change to the plans and specifications or to the exterior design or appearance of the new buildings or other improvements, or the builder, without first obtaining a further approval from the Grantor. The consents from the Grantee required herein shall not be unreasonably withheld. The Grantee may delegate (revocably or irrevocably) such power to the Management Company.

3.2.1 Not object or permit or suffer any agent or servant or any other representations howsoever to object nor support any objection to any present or future application made by the Grantee or on the Grantee's behalf or supported in part or in full by the Grantee to subdivide, develop or rezone any of the Grantee's land whether if adjoins the Grantors subdivision or not.

Not withhold consent to any approval dispensation or consent required in connection with any application for a resource consent or approval made or supported by the Grantee or on its behalf in connection with the Grantee's proposal to further subdivide or develop any of the Grantee's land.

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3.2.2 Not to oppose the Grantee's interest in any appeals arising from any of the matters contained, mentioned or referred to in this clause.

**4. Management Company**

4.1 Mangawhai Heads Management Limited (the Management Company) has been incorporated to carry out the obligations of the Management Company as referred to in the Resource Consent including the following purposes:

(a) **Maintenance**

The maintenance and security of the Access Lots, the legal roads serving the Lots, Lot 32, the tennis court and pavilion and all improvements situated thereon.

(b) **Street lighting**

The maintenance of any street lighting on the Access Lots.

(c) **Wastewater & Stormwater**

The operation, maintenance and administration of the communal wastewater treatment and disposal system and the communal stormwater control system for the Development.

(d) **Conservation Covenant**

The maintenance of the registered conservation covenant area of existing native bush and proposed future re-vegetation planting on the Lots and ongoing obligations in terms of the Resource Consent.

(e) **Rules**

To make such rules as it deems proper to satisfy the conditions of the Resource Consent concerning the use maintenance and security of the Access Lots, the legal roads serving the Lots, Lot 32, the tennis court and pavilion and all improvements situated thereon.

(f) **Owners Manual**

To compile and distribute an owners information pack to the owners of all Lots providing information on the following matters:

- (i) House siting and controls on related earthworks;
- (ii) Utility services including maintenance of wastewater disposal systems;
- (iii) Bush areas and noxious plant control;
- (iv) Landscaping including species suited to the Lots;
- (v) Pasture and livestock management;
- (vi) Planting methods and maintenance;
- (vii) Measures to control plant and animal pests.

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- (g) **Enforcement**  
To carry out and enforce all duties of the Management Company as set out in its Constitution and in these Covenants.
- (h) **Insurance**  
To obtain and maintain in effect policies of insurance that, in the opinion of the Board and the Management Company, are reasonably necessary or appropriate to carry out the Business including comprehensive public liability insurance cover.
- (i) **Rules and Bylaws**  
To make, establish, promulgate, enforce and in its discretion, to amend or repeal such Company Rules as it deems proper, covering any and all aspects of its Business including the use and maintenance of the Lots, improvements and services referred to in Clause 3.1(a) - (b).
- (j) **Records**  
To keep books and records of the Company's affairs (including a Register of Shareholders) and to make such books and records, together with current copies of the Company Rules available for inspection by the Shareholders, the mortgagees of any Lot, and insurers of any improvements or guarantors of any mortgage of any Lot upon request during normal business hours
- (k) **Security**  
To provide for and construct and maintain facilities as the Company deems necessary for the security of the Access Lots and the Lots.
- (l) Each Lot owner is required to be a shareholder of the Management Company formed to operate, maintain and administer all matters associated with the communal wastewater treatment and disposal system, the communal stormwater control system for stormwater runoff from all roading proposed for the Development (including the stormwater detentions ponds), the maintenance of the roading within the Development including the currently unformed legal road on the ridgeline, and the maintenance of the registered conservation covenant area of existing native bush and proposed future revegetation planting on the Development.
- (m) The communal wastewater treatment plant (excluding each of the individual on site septic tanks located on each lot and associated effluent reticulation) will be abandoned and the main effluent collector pipe will be required to be connected to the Council Supply. All current and relevant requirements of the Kaipara District Council with respect to connection to the Council Scheme including the payment of any development contribution, connection fee or any other charge shall be complied with. It is noted with respect to calculation of applicable charges, that each individual Lot will be assessed as a "future lot" in accordance with the Kaipara District Council EcoCare Statement of Proposal.

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(Continue in additional Annexure Schedule, if required.)

- (n) The Management Company is required to oversee ongoing maintenance of the individual on-site septic tanks and effluent reticulation pipelines to the point of connection to the community sewerage scheme. For the purposes of clarification, the point of connection to the community sewerage scheme shall be the point at which all downstream reticulation is at least 150 mm in diameter.
- (o) Septic tanks and plumbing fixtures are to be supplied and installed to each Lot in accordance with the standards defined by the Management Company responsible for the ongoing management of the communal sewerage scheme.
- (p) Each Lot owner is required to enter into an ongoing contract for the maintenance of the septic tanks with an organisation to the approval of the Management Company responsible for the ongoing management of the communal sewerage scheme.
- 4.2 The shareholding of the Management Company shall comprise thirty-three (33) shares, all initially to be owned by the Grantor who shall transfer one (1) such share to each Grantee upon settlement of the sale of the individual Lots comprising the Dominant Lots. The number of shares may be increased if further Lots are created so that each Lot will hold one share in the Management Company.
- 4.3 (a) The registered proprietor of each Lot covenants to execute a share transfer form transferring one share in the Management Company to any purchaser of the Lot and deliver the same to the Management Company. Shareholding in the Management Company shall be appurtenant to and shall run with the Lots. Shareholding in the Management Company may not be severed from the ownership of the Lots or in any way transferred pledged mortgaged or alienated except and together with the title to the Lots. If the Company is not or ceases to be incorporated, is liquidated, or is removed from the Register of Companies the registered proprietors of the Lots are jointly and severally liable to carry out the obligations of the Management Company as contained in the Resource Consent, this Instrument and the Consent Notice.
- (b) Any transferee from a registered proprietor shall be bound by the Constitution of the Management Company and shall when conveying title to the Lots concurrently execute a share transfer form of his share in the Management Company. Such transferee must notify any immediate transferee of the Lot of such transferee's obligation to take a transfer of the transferee's share in the Management Company and to be bound by the Constitution of the Management Company;

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 21st April 2006

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(Continue in additional Annexure Schedule, if required.)

- (c) That the registered proprietor of a Lot will together with all registered proprietors of the remaining Lots contribute to the establishment, maintenance and management costs of the Company and all other costs incurred by the Company in exercise of its functions including the use, operation, maintenance and security of the Access Lots and access ways, stormwater and wastewater systems and other matters referred to in the Resource Consent;
- (d) The Shareholders will ensure that the Company is not dissolved without the prior written consent of the Kaipara District Council; and
- (e) If the Company is removed from the Register of Companies that each Shareholder will ensure that an application to reinstate the Company is made and pursued without delay.
- 4.4 (a) The Grantor by entering into this instrument shall be deemed to covenant to pay to the Management Company such amounts as the Management Company may determine from time to time (called Contributions). All such Contributions shall be fixed, established and collected from time to time as determined by the Management Company from time to time.
- (b) Contributions levied by the Management Company shall be used exclusively for the purposes of ensuring appropriate funding for the Business of the Company.

**5. Fencing Covenant**

- 5.1 The Grantor covenants that it will not call upon the Grantee to pay for or contribute toward the cost of erection or maintenance of any boundary fence between the land herein and any adjoining land owned by the Grantee provided that this covenant will not endure for the benefit of any subsequent Grantees of such adjoining land.

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]*