

RENGARU SOLAR VILLAGE ASSOCIATION LIMITED

("Association")

UNANIMOUS RESOLUTION OF DIRECTORS AND SHAREHOLDERS

NOTED

- A. A typographical error has been noted in clause 7 of the First Schedule of the Constitution as shown on the attached page.
- B. A walking access licence is required to permit the Association to access Lot 1 DP 526390 for the purposes of recreational walking and for implementing the Pest and Weed Management Plan.

RESOLVED

- 1. The Directors and Shareholders hereby resolve to amend the Constitution as shown on the attached page and to register the amended Constitution at the Companies Office.
- 2. The Directors and Shareholders hereby resolve to enter into and execute a walking access licence in the form attached with the registered owners of Lot 1 DP 526390 from time to time.

DATED this day of 2022

David John McKenzie Crabb

Beverley Jane Trowbridge

Being all of the directors of the Association

Muriwai Valley Farm Enterprises Limited by its Directors (as owners of Lot 1)

D J M Crabb

B J Trowbridge

Christopher Charles Roberts and Joanna Margaret Ritchie (as owners of Lot 2/3)

C C Roberts

J M Ritchie

Peter Augustine Nestor and Suzannah Josephine Thomas (as owners of Lot 4)

P A Nestor

S J Thomas

Babette Moehricke and Stephen John Andrews (as owners of Lot 5)

B Moehricke

S J Andrews

Marian Kubes and Yi Di (as owners of Lot 6)

M Kubes

Y Di

Muriwai Valley Farm Enterprises Limited by its Directors (as owners of Lot 7)



~~D J M Crabb~~

Bhavesh Jayantilal Sima



~~B J Trowbridge~~

Vanesha Vundena Lallu

Rachel Carter, Terry James MacDonald and Carter MacDonald NZ Trustee Limited (as owners of Lot 8)

R Carter

T J MacDonald

Carter MacDonald NZ Trustee
Limited by a Director

Muriwai Valley Farm Enterprises Limited by its Directors (as owners of Lot 9)

D J M Crabb

B J Trowbridge

Muriwai Valley Farm Enterprises Limited by its Directors (as owners of Lot 10)

D J M Crabb

B J Trowbridge

Being all of the shareholders of the Association

First Schedule**Common Facilities**

1. Solar automated gates, post boxes, plantings, verges, signs and other entrance features located on or around the entrance to the Village and concrete bridge and pilings over the Kotorengaru stream.
2. Access Roads (including any landscaping, plantings, berms, road spalls, drainage adjacent to any Access Roads) pursuant to and subject to the Title Covenants and any other Agreement from time to time between the owners of the Access Roads and the Association.
3. The formed access over the paper road referred to in the Encumbrance.
4. Stock Water System pursuant to and subject to an Agreement between the owners of the Stock Water System and the Association.
5. Pest and Weed Management Plan.
6. The Title Covenants.
7. Any other land, improvements, amenities, utilities, interests and Agreements for the general benefit of all of the Registered Owners in the Village entered into in accordance with clause ~~11.7(5)(c)~~ or designated as Common Facilities in accordance with clause ~~11.7(6)~~ from time to time.

34.1 (3)(g)

34.1 (3)(c)

First Schedule

Common Facilities

1. Solar automated gates, post boxes, plantings, verges, signs and other entrance features located on or around the entrance to the Village and concrete bridge and pilings over the Kotorengaru stream.
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5. Pest and Weed Management Plan.
6. The Title Covenants.
7. Any other land, improvements, amenities, utilities, interests and Agreements for the general benefit of all of the Registered Owners in the Village entered into in accordance with clause 34.1(3)(g) or designated as Common Facilities in accordance with clause 34.1(3)(c) from time to time.

Between

[To be completed]

And

RENGARU SOLAR VILLAGE ASSOCIATION LIMITED

WALKING ACCESS LICENCE

**THOMSON WILSON
SOLICITORS
WHANGAREI**

THIS LICENCE is dated

2022

BETWEEN

("Landowner")

AND

RENGARU SOLAR VILLAGE ASSOCIATION LIMITED

("Association")

BACKGROUND

- A.** The Landowner is the owner of the Land which comprises part of Rengarū Solar Village.
- B.** The Association is the resident's association for Rengarū Solar Village.
- C.** The Landowner has agreed to allow the Residents to access the Land subject to the terms and conditions of this agreement.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

In this Licence unless the context indicates otherwise:

Definitions

- 1.1 **"Access Areas"** means the Covenant Areas and those other parts of the Land reasonably required by the Association for the purposes of this Licence.

"Association" includes the Residents;

"Constitution" means the constitution of the Association from time to time;

"Covenant Areas" means the areas of the Property marked A, B, C, D and E on the Plan.

"GST" means goods and services tax arising pursuant to the Goods and Services Tax Act 1985 or any act in substitution of replacement thereof;

"Land" means all or any part of the land comprising Lot 1 Deposited Plan 526390;

"Lot" means the land comprised in a separate title in Rengarū Solar Village;

"Open Space Covenant" means the Open Space Covenant between the Landowner and Queen Elizabeth the Second National Trust applying with respect to the Covenant Areas from time to time.

"Pest and Weed Management Plan" has the same meaning given to that term in the Constitution.

"Plan" means the Plan attached to this Licence as Schedule 1;

"Rengarū Solar Village" means the land comprising the subdivision shown on Deposited Plan 526390;

"Resident" means the owner(s) or lessee(s) (including their household members) of a Lot from time to time;

"Term" means a term commencing on the date of this Licence and continuing in perpetuity subject to clauses 5 and 6;

"Tracks" means any formed and/or grass tracks located on the Access Areas suitable for access purposes.

Parties

- 1.2 References to parties are references to parties to this Licence and include each party's executors, administrators and successors.

Persons

- 1.3 References to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities, in each case whether or not having separate legal personality.

Plural and Singular

- 1.4 Singular words include the plural and vice versa.

Sections and Clauses

- 1.5 References to sections and clauses are references to this agreement's sections and clauses.

2. CONSIDERATION

- 2.1 The Landowner enters into this Licence in consideration of payment of \$1.00 (inclusive of GST if any) by the Association (receipt of which is hereby acknowledged).

3. ACCESS LICENCE

- 3.1 The Association shall be entitled for the Term to access the Land using the Access Areas for the purposes of:

- (a) recreational walking; and
- (b) implementing the Pest and Weed Management Plan.

- 3.2 The grant of this Licence is subject to the objectives, terms and conditions of the Open Space Covenant.

- 3.3 Without limiting clause 3.1, the access rights include the following:

- (a) the right to use any Tracks already situated on the Access Areas for walking access provided that vehicular access is permitted but only to

the extent reasonably required for repair, maintenance and construction of the Tracks and/or implementing the Pest and Weed Management Plan;

- (b) if no suitable Tracks exist, the right to form suitable tracks for the purposes of this Licence at its cost subject to the prior consent of the Landowner (not to be unreasonably withheld);
- (c) the right to go off the Tracks to set and check traps, bait stations and tracking apparatus and for other purposes incidental to implementing the Pest and Weed Management Plan; and
- (d) the right to repair and maintain any Tracks used for the purposes of this Licence to keep the same in a safe condition.

3.4 In entering the Land, the Association will use reasonable endeavours to ensure that the Residents and any invitees of the Association:

- (a) leave gates as they are found;
- (b) if bringing any vehicle onto the Tracks, drive in a safe manner;
- (c) comply with all reasonable directions of the Landowner relating to the hours of access, access routes and health and safety requirements;
- (d) minimise any inconvenience to the Landowner to the extent practicable; and
- (e) comply with the objectives, terms and conditions of the Open Space Covenant as applicable to the rights granted pursuant to this Licence.

3.5 This Licence is not for the benefit of the general public and the access rights are limited to:

- (a) the Association and its contractors and employees; and
- (b) Residents and their guests, provided that guests must be accompanied by a Resident while exercising the access rights.

4. MAINTENANCE AND REPAIR

4.1 The Association shall be responsible to undertake any maintenance and repair required by the Association to keep the Tracks used for the purposes of this Licence in safe order and condition. The Association shall be entitled to a reasonable contribution to the cost of maintenance and repair from the Landowner based on usage.

4.2 The Association shall be responsible to repair any damage caused by the Residents to the Tracks and/or the Land. The Landowner will be responsible to repair any damage caused by the Landowner (or its invitees) to the Tracks.

5. TERMINATION

5.1 The Association may terminate this Licence at any time by giving written notice to the Landowner.

6. ASSIGNMENT

- 6.1 The Association must not assign its interest under this Licence to any person.
- 6.2 In the event that the Landowner transfers its interest in the Land (or any part) to a third party, the Landowner must procure the transferee to enter into a Licence with the Association on the same terms and conditions as this Licence with respect to the Land that is transferring (with all necessary modification) and this Licence will terminate from the date that the new licence commences.

7. FURTHER ASSURANCES

- 7.1 Each party will do all things and execute all documents reasonably required in order to give effect to the provisions and intent of this agreement.

Signed as an agreement

SIGNED by the landowner:

SIGNED by
as Landowner in the presence of:

Witness:

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED by
as Landowner in the presence of:

Witness:

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED by **RENGARU SOLAR VILLAGE ASSOCIATION
LIMITED** as Association by two directors:

David John McKenzie Crabb (Director)

Beverley Jane Trowbridge (Director)

SCHEDULE 1: PLAN OF COVENANT AREAS

Refer attached.



Title Plan - LT 568247

Survey Number LT 568247
Surveyor Reference 16730 Muriwai Valley Farm QEII covenant
Surveyor Phillip John Lash
Survey Firm Reyburn & Bryant 1999 Ltd
Surveyor Declaration

Survey Details

Dataset Description Land Covenants over Lot 1 DP 526390 and Easements over Lots 1 & 9 DP 526390
Status Initiated
Land District North Auckland
Submitted Date
Survey Class Class B
Survey Approval Date
Deposit Date

Territorial Authorities

Auckland Council

Comprised In

RT 844953
RT 844960

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Area A Deposited Plan 568247	Covenant - Land		
Area B Deposited Plan 568247	Covenant - Land		
Area C Deposited Plan 568247	Covenant - Land		
Area D Deposited Plan 568247	Covenant - Land		
Area E Deposited Plan 568247	Covenant - Land		
Area F Deposited Plan 568247	Easement		
Total Area		<hr/> 0.0000 Ha	

Schedule / Memorandum

Land Registration District

North Auckland

Plan Number

DP 568247

Territorial Authority (the Council)

Auckland

Council Reference

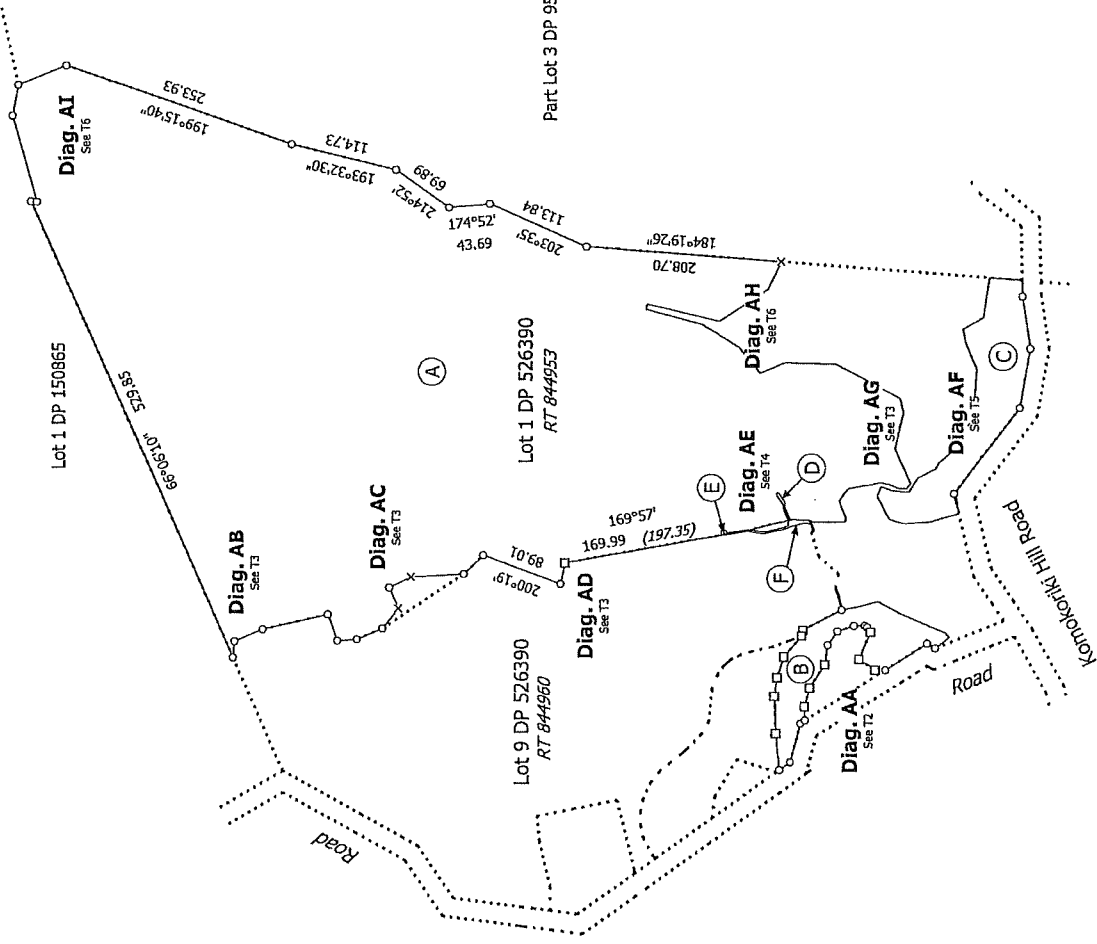
Proposed Open Space Covenant Schedule Pursuant to s22 The Queen Elizabeth the Second National Trust Act 1977		
Shown	Underlying Parcel	Area
A	Lot 1 DP 526390	32.2330 Ha
B	Lot 1 DP 526390	0.9400 Ha
C	Lot 1 DP 526390	1.3390 Ha
D	Lot 1 DP 526390	0.0076 Ha
E	Lot 1 DP 526390	0.0048 Ha

Schedule of Easements			
Purpose	Shown	Burdened Land (Servient Tenement)	Benefitted Land (Dominant Tenement)
Right to convey Water	D & E	Lot 1 DP 526390	Lot 9 DP 526390
	F	Lot 9 DP 526390	Lot 1 DP 526390



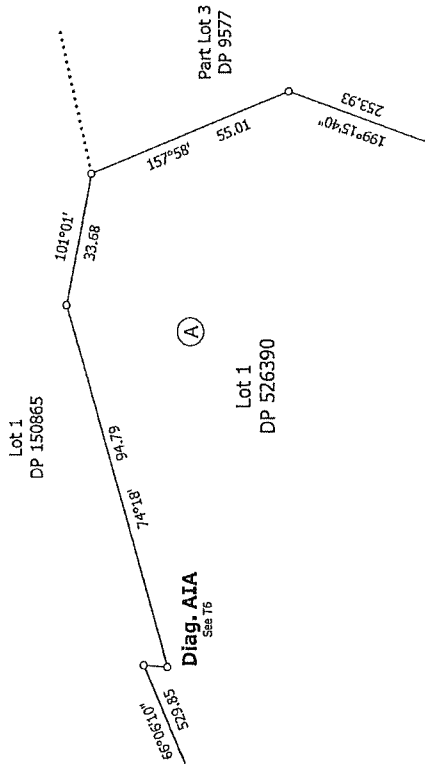
Diag. A
Non Primary

Lot 1 DP 150865

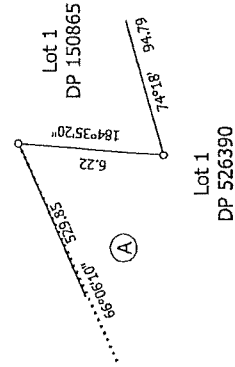




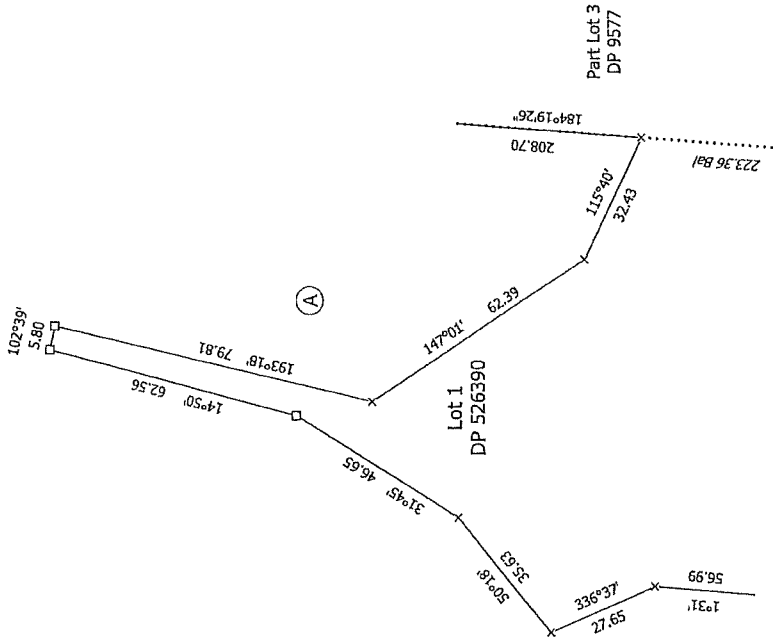
Diag. AI
Non Primary



Diag. AIA
Non Primary



Diag. AH
Non Primary



16730 Muriwai Valley Farm zm/jg

T 6/6

Land Covenants over Lot 1 DP 526390 and Easements over Lots 1 & 9 DP 526390

Title Plan
LT 568247
DRAFT

Surveyor: Philip John Lash
Firm: Reyburn & Bryant 1999 Ltd

Land District: North Auckland
Dataset Type: Parcels without Survey Information
Digitally Generated Plan
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