View Instrument Details

Instrument No	10304062.7
Status	Registered
Date & Time Lodged	29 January 2016 16:13
Lodged By	Hooper, Lynette Ruth
Instrument Type	Encumbrance

Affected Computer Registers	Land District
566209	South Auckland

Annexure Schedule: Contains 5 Pages.

Encumbrancer Certifications

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

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

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

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

Signature

Signed by Carolyn Ann Cameron as Encumbrancer Representative on 14/01/2016 02:21 PM

Encumbrancee Certifications

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

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

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

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

Signature

Signed by Carolyn Ann Cameron as Encumbrancee Representative on 14/01/2016 02:21 PM

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

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Encumbrance instrument

(Section 101 Land Transfer Act 1952)

2015/6249
APPROVED
Registrar-General of Land

Page 1 of 2 pages

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
566209	**All**	**Unit 8B and Accessory Unit 8C on Deposited Plan 447921**

Encumbrancer

FAIRVIEW ESTATE LIMITED

Encumbrancee

FAIRVIEW COUNTRY CLUB INCORPORATED

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

Stratum in Freehold

Encumbrance Memorandum Number *(if applicable)*

Nil

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

Rent charge

Encumbrance *Delete words in [ ], as appropriate*

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

Terms

1 Length of term **See annexure schedule**

2 Payment date(s) **See annexure schedule**

3 Rate(s) of interest **See annexure schedule**

4 Event(s) in which the sum, annuity or rentcharge becomes payable
See annexure schedule

5 Event(s) in which the sum, annuity or rentcharge ceases to be payable
See annexure schedule

Covenants and conditions *Continue in Annexure Schedule(s), if required*

See annexure schedule

Modification of statutory provisions *Continue in Annexure Schedule(s), if required*

See annexure schedule

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule 2

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

Encumbrance	Dated		1	of	3	pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Easement or *Profit a Prendre* Rights and Powers (including terms, covenants and conditions)":

BACKGROUND

A. The Encumbrancer is the registered proprietor of the land described on the front page of this instrument ("Land").

B. The Encumbrancee has been incorporated under the Incorporated Societies Act 1908 for the purposes of establishing and operating a country club as set out in the rules of the Encumbrancee ("Rules").

C. The Encumbrancer wishes to become a member of the Encumbrancee.

D. Once this Encumbrance is registered, the registered proprietor for the time being of the Land will be required to become and, for so long as a registered proprietor continues to be the registered proprietor of the Land, remain a member of the Encumbrancee ("Member") and abide by the Rules until such time as the Encumbrancer's membership of the Encumbrancee is terminated.

E. The Encumbrancer has agreed to encumber the Land to the Encumbrancee in accordance with the Rules for the better performance of the obligations of the registered proprietor from time to time of the Land as a Member of the Encumbrancee.

COVENANTS

1. The Encumbrancer hereby encumbers the Land for the benefit of the Encumbrancee for a term of fifty (50) years calculated from 1 October 2011 and ending on 30 September 2061 with an annual rent charge in respect of the Land of two (2) times the Joining Fee payable from time to time for Residential Members pursuant to the Rules.

2. The Encumbrancer covenants for itself and its successors in title with the Encumbrancee during the term of this Encumbrance that:

   (a) upon registration of this Encumbrance against the computer register for the Land and subject to payment of the Joining Fee the Encumbrancer will join (and be deemed to join) the Encumbrancee as a Member; and

   (b) so long as the Encumbrancer is registered as proprietor of the Land (and not otherwise) the Encumbrancer will at all times be and remain a Member in good standing of the Encumbrancee; and

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.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule 2

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

Encumbrance	Dated		2 of 3 pages

(Continue in additional Annexure Schedule, if required.)

(c) the Encumbrancer will promptly pay to the Encumbrancee all levies and other proper charges levied by the Encumbrancee in respect of the Encumbrancer's membership of the Encumbrancee; and

(d) the Encumbrancer will be bound by and will comply with the Rules of the Encumbrancee; and

(e) the Encumbrancer shall not commence any proceedings against any other Member of the Encumbrancee for a breach of the Rules without first, on each occasion, referring the default to the Encumbrancee and allowing the Encumbrancee a reasonable opportunity (having regard to the seriousness and nature of the default) to enforce the Rules against the defaulting Member; and

(f) if the Encumbrancee takes steps to enforce the Rules against any defaulting Member, then the Encumbrancer irrevocably waives the Encumbrancer's rights as a Member under the Rules to enforce their rights in relation to the matters amounting to the breach of the Rules enforced by the Encumbrancee; and

(g) the Encumbrancer will include the following clause in any agreement for sale and purchase in respect of the Land:

> "The purchaser acknowledges that the property herein bought and sold is subject to a registered encumbrance in favour of Fairview Country Club Incorporated ("Society") whereby the purchaser is required to pay a joining fee and to become and remain a member of the Society. Membership of the Society entitles persons to use and enjoy certain country club facilities pursuant to an agreement between the Society and the owner of those country club facilities. The purchaser further acknowledges that the purchaser will not be entitled to use or enjoy the country club facilities unless and until the applicable joining fee has been paid to the Society".

(h) prior to transferring ownership of the Land the Encumbrancer will ensure that the transferee has applied to become a member of the Encumbrance and paid the applicable Joining Fee under the Rules.

(i) if required by the Encumbrancee, the Encumbrancer shall prior to transferring ownership of the Land procure the purchaser of the Land to enter into, execute and deliver to the Encumbrancee a deed of covenant in favour of the Encumbrancee, wherein the purchaser covenants to become a Member contemporaneously with the transfer of the Land, to remain a Member, and to observe and perform the obligations of a Member as set out in the Rules; and

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.

REF: 7025-AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule 2

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

Encumbrance	Dated		3	of	3	pages

(Continue in additional Annexure Schedule, if required.)

(j) immediately following settlement of any sale of the Land the Encumbrancer will give notice of the sale (including particulars of the name and address of the purchaser) to the Encumbrancee.

3. Notwithstanding anything contained in clause 1 of this Encumbrance, for so long as the Encumbrancer fully complies with the obligations of a Member pursuant to the Rules of the Encumbrancee, including (but without limitation) the obligation to pay any amounts payable by a Member under the Rules, the rent charge reserved by this Encumbrance shall not apply.

4. Sections 203 and 205 of the Property Law Act 2007 apply to this Encumbrance, but otherwise (and without prejudice to the Encumbrancee's right of action at common law as a rent chargee), the Encumbrancee shall be entitled to none of the powers and remedies given to encumbrancees under the Land Transfer Act 1952 and the Property Law Act 2007.

5. Except where a contrary intention appears from the context:

(a) terms appearing in this Encumbrance that are defined in the Rules shall have the meaning given to them in the Rules;

(b) references to "Encumbrancer" shall mean the initial Encumbrancer named in this instrument, and any successor in title to the Land, and the terms of this instrument shall bind the Encumbrancer only for so long as the Encumbrancer is registered proprietor of the Land but without prejudice to the Encumbrancee's rights and remedies against a party in respect of any unremedied breach of this instrument which occurred while that party was the registered proprietor of the Land.

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REF: 7025-AUCKLAND DISTRICT LAW SOCIETY