T B615032.2 Transfer
Cpy – 01/01, Pgs – 002, 19/05/05, 09:02
DocID: 511198549

TRANSFER

Land Transfer Act 1952

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

South Auckland

Certificate of Title No.		All or Part?	Area and legal description — *Insert only when part or Stratum, CT*
1208	267	All	[illegible]

Transferor *Surnames must be underlined*

PHILLIP PATRICK CASEY and BEVERLEY LYNNE CASEY

Transferee *Surnames must be underlined*

NORTH VIEW ESTATE LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No. .....; Right of way etc.*

Fee simple and the transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor.

Consideration

$275,000.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 23 **day of** June 2000

Attestation

P.P. Casey -	Signed in my presence by the Transferor
	Signature of Witness
	Witness to complete in BLOCK letters *(unless typewritten or legibly stamped)*
	Witness name
	Occupation LINCOLN GEORGE BROADBENT SOLICITOR
	Address PAEROA
Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

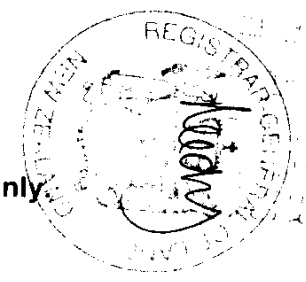
Approved by Registrar-General
of Land under No. 1995/1003

TRANSFER

Land Transfer Act 1952

Law Firm Acting
HARKNESS HENRY & CO SOLICITORS PAEROA

Auckland District Law Society
REF 4130



This page is for Land Registry Office use only.
(except for "Law Firm Acting")

Hauraki District Council

(Consent Notice Pursuant to Section 221 Resource Management Act 1991)

CONO 7390498.1 Consen
Cpy - 01/04, Pgs - 003, 25/05/07, 14:09
DocID: 511725378

In the Matter of Deposited Plan 382748

and

In the Matter of Subdivision Consent of Plan pursuant to Sec. 104B, 220 & 221 of the Resource Management Act 1991

Pursuant to Section 221 (1) of the Resource Management Act 1991 the Hauraki District Council by resolution passed on the 23 day of MARCH 2007 imposed the following conditions on the subdivision consent for Deposited Plan 382748.

1. That any habitable building constructed on Lots 18 - 41 inclusive shall have a minimum floor level of 4.8 metres RL above Tararu Datum.

2. That a geotechnical investigation of the subdivision has been undertaken, and the requirements in relation to building on the subdivision are set out in the resulting report by Grant Crook Consulting Engineers Ltd (ref; 4597) dated 17 April 2007 for Lots 18 - 30 and 32 - 41, and the report by Grant Crook Consulting Engineers Ltd (ref; 4285) dated 18 January 2007 for Lot 31.

Dated this 27 day of APRIL 2007

Authorised Officer/Chief Executive

1 CONO
$52
270239

Landonline UserID: **landinfonetha**

LODGING FIRM: **Land Info Net Ltd - Hamilton**

Address: **PO Box 9213 or DX GX10061**
Hamilton
0508 534 251

Uplifting Box Number: **37**

ASSOCIATED FIRM:

Client Code / Ref: **A50311 HHH-282722/46 NORTH VIEW ESTATE LTD STAGES 3 & 5 PLAN 382748**

HERE WITH

Survey Plan (#)	
Title Plan (#)	
Traverse sheets (#)	
Field Notes (#)	
Calc sheets (#)	
Survey Report	

Other (State)

Dealing / SUD Number:
(LINZ Use only)

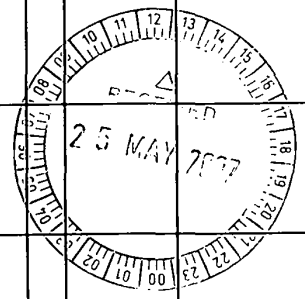
Priority Barcode Date Stamp
(LINZ Use only)

CONO 7390498.1 Consen
Cpy – 02/04, Pgs – 003, 26/05/07, 14:09
Copies
(inc. original)
DocID: 511726378

Plan Number Pre-Allocated or to be Deposited: DP 382748

Rejected Dealing Number:

Priority Order	CT Ref	Type of Instrument	Name of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION PRIORITY FEE	FEES $ GST INCLUSIVE
1	270239	CONO	HAURAKI DISTRICT COUNCIL	$50.00							$50.00
2	270239	CCON	5299481.3	$50.00							$50.00
3	270239	PDM	B656563.1	$50.00							$50.00
4	270239	OCT	NORTH VIEW ESTATE LTD	$2,756.00							$2,756.00
5	NT	EI	NORTH VIEW ESTATE LTD TO NORTH VIEW ESTATE LTD	$50.00							$50.00



Fees Receipt and Tax Invoice

Land Information New Zealand lodgement Form
GST Registered Number 17-022-895
LINZ Form P005

Annotations (LINZ Use Only)

Subtotal (for this page)	$0.00
Total for this dealing	See Over
Less Fees Paid on Dealing #	$0.00
Please debit my landonline account for	See Over

Original Signatures ? .....

rcs 0, pr 26
eh/ka

Landonline UserID: **landinfonetha**

LODGING FIRM: **Land Info Net Ltd - Hamilton**

Address: **PO Box 9213 or DX GX10061**
Hamilton
0508 534 251

Uplifting Box Number: **37**

ASSOCIATED FIRM:

Client Code / Ref: **A50311 HHH-282722/46 NORTH VIEW ESTATE LTD**
STAGES 3 & 5 PLAN 382748

HERE WITH

Survey Plan (#)	
Title Plan (#)	
Traverse sheets (#)	
Field Notes (#)	
Calc sheets (#)	
Survey Report	
Other (State)	

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode Date Stamp:
(LINZ Use only)

Plan Number Pre-Allocated
or to be Deposited: DP 382748

Rejected Dealing Number:

Priority Order	CT Ref	Type of Instrument	Name of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION PRIORITY FEE	FEES $ GST INCLUSIVE
6	NT	EI	NORTH VIEW ESTATE LTD TO NORTH VIEW ESTATE LTD	$50.00							$50.00
7	NT	EI	NORTH VIEW ESTATE LTD TO POWERCO LTD	$50.00							$50.00
8	NT	EI	NORTH VIEW ESTATE LTD TO NORTH VIEW ESTATE LTD	$50.00							$50.00

Fees Receipt and Tax Invoice

Land Information New Zealand lodgement Form
GST Registered Number 17-022-895
LINZ Form P005

Annotations (LINZ Use Only)

Original Signatures ? .....

rcs 0, pr 26
eh/ka

Subtotal (for this page)	$0.00
Total for this dealing	$3,106.00
Less Fees Paid on Dealing #	$0.00
Please debit my landonline account for	$3,106.00

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 195^*

Registrar-General of Land Approval 02/6055EF A.D.L.S.

EI 7390498.5 Easement I
Cpy – 01/01, Pgs – 006, 25/05/07, 14:08
DocID: 511725374

Land registration district

SOUTH AUCKLAND

Grantor *Surname(s) mu...*

North View Estate Limited

Grantee *Surname(s) must be underlined or in CAPITALS.*

North View Estate 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 2 day of March **2007**

Attestation

E.W. Pett. } Directors J.B. Burke }	**Signed in ~~my presence~~ by the Grantor** *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** **~~Address~~**
Signature [common seal] of Grantor	
E.W. Pett. } Directors J.B. Burke }	**Signed in ~~my presence~~ by the Grantee** *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **~~Occupation~~** **Address**
Signature [common seal] of Grantee	

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

[Solicitor for] the Grantee

SCT

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

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

Annexure Schedule 1

Registrar-General of Land Approval 02/6055EF A.D.L.S.

Easement instrument Dated 2 March 2007 Page 1 of 2 pages

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

Purpose (nature and extent) of easement, *profit*, or covenant	Shown (plan reference) 382748	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT *or* in gross)
Right of Way, Right to Convey Electricity and Right to Convey Telecommunications	C on DP 382748	Lot 73 (CT's 330656 – 330659 Inclusive)	Lots 28 – 32 (inclusive) (CT's 330656 to 330660) (inclusive)
Right of Way, Right to Convey Electricity and Right to Convey Telecommunications	D on DP 382748	Lot 74 (CT's 330663 & 330664)	Lots 35 and 36 (CT's 330663 and 330664)
Right of Way, Right to Convey Electricity and Right to Convey Telecommunications	E on DP 382748	Lot 75 (CT's 330666 – 330667)	Lots 38 and 39 (CT's 330666 and 330667)

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]** ~~**[negatived]**~~ ~~**[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

E.L.P.

A.B.S.

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

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement	Dated	2 March 2007	Page	2	of	2	Pages

(Continue in additional Annexure Schedule, if required.)

Schedule 2

The easements described in Schedule A shall include the terms set out in paragraphs 10, 11, 12, 13 and 14 Land Transfer Regulations 2002 save that:

a. Any maintenance, repair or replacement of any easement facility set out herein that is necessary because of any act or omission by any user (being either or all the owners of the dominant and servient tenements) of the easement facility (which includes any of their agents, employees, contractors, subcontractors, or invitees of the user) must be carried out promptly by that user at the sole cost of that user or in such proportion as relates to the act or omission.

b. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Ninth Schedule must prevail.

c. Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this Easement Instrument, the modifications must prevail.

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.

A.B.B.
E.L.P.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Registrar-General of Land Approval 03/6150EF A.D.L.S.

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

Mortgage

Consentor *Surname must be underlined or in CAPITALS*	**Capacity and Interest of Consentor** *(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)*
ANZ National Bank Limited	**Mortgagee Under Mortgage B656563.1**

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:

1) The deposit of plan 382748
~~**2) The vesting of Lot 79 - for road and Lot 80 - for local purpose reserve in Hauraki District Council**~~
3) Easement instrument - creating right of way, electricity and telecommunciations.
4) Easement instrument - in gross - to drain water Hauraki District Council
5) Easement instrument - in gross with Powerco for electricty
6) Easement instrument - creating land covenants

Dated this 6th day of March **2007**

Attestation

SETH JOHN TANE LINNELL **Signature of Consentor**	**Signed in my presence by the Consentor** **Signature of Witness** *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** WITNESS: FITALIKA KULA OCCUPATION: BANK OFFICER **Address** ADDRESS: AUCKLAND

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.

ANZ NATIONAL BANK LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Seth John Tane Linnell** Manager Lending Services of Auckland in New Zealand, certify that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.

3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (Amalgamating Companies) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.

4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.

5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

SIGNED by the abovenamed)
Attorney at Auckland on this)
6 th day of **March** **2007**

Seth John Tane Linnell

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

Registrar-General of Land Approval 02/6055EF A.D.L.S.

EI 7390498.6 Easement I
Cpy - 01/01, Pgs - 003, 25/05/07, 14:08
DocID: 511725373

Land registration district

SOUTH AUCKLAND

Grantor *Surname(s) mus*

North View Estate Limited

Grantee *Surname(s) must be underlined or in CAPITALS.*

Hauraki District Council

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 2 day of March 2007

Attestation

E.W. Pett A.B. Buchanan Directors	**Signed ~~in my presence~~ by the Grantor** *~~Signature of witness~~* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** **~~Address~~**
Signature [common seal] of Grantor	
THE HAURAKI DISTRICT COUNCIL THE Common Seal OF	**Signed in my presence by the Grantee**
	Signature of witness M. van Steenbergen
	Witness to complete in BLOCK letters (unless legibly printed) **Witness name** M. van Steenbergen
	Occupation Planner
Signature [common seal] of Grantee	**Address** 24 Lewis Street, Paeroa

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.

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

Annexure Schedule 1

Registrar-General of Land Approval 02/6055EF A.D.L.S.

Easement instrument Dated 2.3.2007 Page 1 of 2 pages

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

Purpose (nature and extent) of easement, *profit*, or covenant	Shown (plan reference) 382748	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT *or* in gross)
Right to Drain Water	**C on DP 382748**	**Lot 73 (CT's 330656 - 330659 inclusive)**	**In Gross**
Right to Drain Water	**D on DP 382748**	**Lot 74 (CT's 330663 & 330664)**	**In Gross**

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]** ~~**[negatived]**~~ ~~**[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

J.B.B
E.L.P.

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement	Dated	2.3.2007	Page	2	of	2	Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

The parties further agree:

1. Any terms used in this easement that are defined in the Land Transfer Regulations 2002 shall take those meanings.

2. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations and the modifications in this Easement Instrument, the modifications must prevail.

3. The Grantee shall have the right to dig up to any depth the soil of the portions of the servient land and to lay down and construct pipes of such size and material as the Grantee thinks fit for the purpose of this easement.

4. The Grantor covenants with the Grantee not to place any buildings, erect fences or other permanent structures on the Stipulated Course without the prior consent of the Grantee and the Grantor will not at any time commit or suffer any acts whereby the rights, powers and licences and liberties hereby granted to the Grantee may be interfered with or affected.

5. The maintenance provisions in the Fourth Schedule to the Land Transfer Regulations 2002 are modified by adding the following:

   Any maintenance, repair or replacement of the easement facilities whether on servient tenement or similar facilities of the Grantee connected to the easement(s) that is necessary because of any act or omission by the Grantor (which includes agents, employees, contractors, subcontractors and invitees of the Grantor) will be carried out at the owner's sole cost. ~~Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with Clause 11 of the Fourth Schedule).~~

6. The Grantee may drain water in any quantities.

7. The Grantee's rights to the easement facility or facilities under this easement are exclusive.

8. Nothing contained or implied by this easement shall be deemed to compel the Grantee to drain water along the Stipulated Course.

9. Any rights or immunities from liabilities, powers and remedies which the Grantee may have or be entitled to by virtue of statute or at common law shall not be affected by the easement and the Grantee may exercise any such other powers vested in it at common law or by statute independently of these grants of easements.

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. 2002/6055

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

EI 7390498.7 Easement I
Cpy - 01/01, Pgs - 008, 22/06/07, 10:54
DocID: 511725372

Registrar-General of Land Approval 02/6055EF A.D.L.S.

Land registration district

South Auckland

Grantor *Surname(s) must be underlined or in CAPITALS.*

North View Estate Limited

Grantee *Surname(s) must be underlined or in CAPITALS.*

POWERCO LIMITED

Grant* of easement or *profit á prendre* or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, and in consideration of the sum of $1.00 plus GST (if any), **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profits á 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 2nd day of March 2007

Attestation

E L Rex N.B. Barbour } Directors	**Signed in ~~my presence~~ by the Grantor**
	Signature of witness *Witness to complete in BLOCK letters (unless legibly printed)* ~~**Witness name**~~ **Occupation** ~~**Address**~~
Signature [common seal] of Grantor	
POWERCO LIMITED by its authorised attorney NIGEL DICKSON BARBOUR **N D Barbour**	**Signed in my presence by the Grantee** Signature of witness *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** GRAHAM DONALD O'BYRNE **Occupation** Network Property Administrator **Address** New Plymouth
Signature [common seal] of Grantee	

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.

1617
$10

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

Annexure Schedule 1

Approval 02/6055EF Registrar-General of Land A.D.L.S.

Easement instrument	Dated	2-3-2007	Page	1	of	5	pages

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

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) 382748	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT *or* in gross)
Right to convey Electricity	Area C on DP382748	Lot 73 (CT 330656 to 330660 inclusive)	**Powerco Limited (in gross)**

Easements or *profit á 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] ~~[negatived]~~ [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 this box

A.B.B.
E.W.P.

Approved by Registrar-General of Land under No. 2002/5032
Annexure Schedule 2

Registrar-General of Land Approval 02/6055EF A.D.L.S.

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

Easement instrument	Dated	2-3-2007	Page	2	of	5	pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Estate or Interest or Easement to be Created":

1 This easement is in addition to and not in substitution for any statutory rights and authorities which the Grantee may have at any time in respect of the servient tenement. The rights and powers in this instrument are in addition to those rights and powers contained in Schedule 4 to the Land Transfer Regulations 2002 ("the Fourth Schedule") and where the terms of this instrument are in conflict with the Fourth Schedule the terms of this instrument shall prevail.

2 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:

2.1 to lay, construct, maintain, replace and retain lines and works on, in, over and under the soil of the easement land;

2.2 to enter and remain upon the servient tenement for the purposes of laying, constructing, maintaining, inspecting, repairing, renewing, enlarging, replacing, altering or removing the lines or works as the case may be and opening up the soil of the servient tenement and make any accessway, cuttings, fillings, grades, batters or trenches and to re-open the same and generally to do and perform such acts or things upon the servient land as may be necessary to enable the Grantee to receive the full free use and enjoyment of the rights and privileges granted under this easement;

2.3 to use the lines and works for the purpose of conveying electricity, data and/or communications without interruption or impediment;

provided however that nothing shall compel the Grantee to exercise the above rights at any time.

3 **COVENANTS**
The Grantor and the Grantee covenant as follows:

3.1 The Grantee shall be responsible for:

a the installation of the lines and works; and

b using its best endeavours to prevent the lines and works becoming a danger or a nuisance.

3.2 The Grantee will from time to time repair and make good all damage to fences, gates or other improvements upon the servient tenement directly caused by the Grantee carrying out any work pursuant to clause 2, and the rights and powers in the Fourth Schedule.

3.3 The Grantor will not without the written permission of the Grantee:

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.

J.R.B.
E.L.P.

a grow or permit to be grown any natural or cultivated vegetation including trees and shrubs on the easement land or in the near vicinity of the easement land; or

b erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the easement land; or

c disturb or permit to be disturbed the soil below a depth of 300 millimetres from the surface of the easement land; or

d do anything on the servient tenement that may damage or endanger the line(s) or works including anything that would in any way reduce the clearance of the lines or works to less than the minimum clearance required from time to time by any applicable statutory regulation, code of practice or other authority.

e do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this easement are interfered with. The Grantee may at all times at the Grantor's cost remove any natural or cultivated vegetation or improvement on the servient tenement which will interfere with the rights granted by this easement.

3.4 Notwithstanding the provisions of the Fourth Schedule that deal with maintenance and payment of maintenance costs, if any maintenance, repair or replacement of the lines or the works or part of the lines or the works, is necessary because of any act or omission, neglect or fault of the Grantor (including any tenant, licensee, employee, invitee or agent of the Grantor) then the Grantor shall be responsible for the whole cost of any such maintenance, repair or replacement.

3.5 The Grantor covenants with the Grantee that the Grantor waives and will not at any time claim any compensation from the Grantee under Sections 57 and/or 58 of the Electricity Act 1992 or under any other provisions of any statute or regulation whatsoever, in relation to the exercise by the Grantee of its rights under this easement.

3.6 The lines and works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the lines and/or works at any time. No person shall have any interest in such line(s) and works by reason only of having an interest or estate in the servient tenement.

3.7 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered.

3.8 All disputes which may arise between the parties in respect of this easement are to be determined in accordance with the provisions set out in the Fourth Schedule subject to the modifications detailed in clauses 3.9 and 3.10.

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.

J.R.B. E.L.P.

Registrar-General of Land Approval 02/6055EF A.D.L.S.

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

Easement instrument	Dated	2-3-2007	Page	4	of	5	pages

(Continue in additional Annexure Schedule, if required.)

3.9 If the matter should proceed to arbitration the arbitral Tribunal shall determine the issue of payment of costs as calculated on a solicitor to client basis.

3.10 Either the Grantor or the Grantee may appeal to the High Court on any question of law arising out of any award made by the arbitral Tribunal.

4 DEFINITIONS

4.1 In this easement:

"conveying electricity data and/or communications"	means the conveyance of electricity, data and/or communications and includes the generation, conversion and transformation of electricity.
"easement land"	means that part of servient land marked C on the Deposited Plan Number 382748 together with any additional area reasonably required by the Grantee for the lines and works provided that such additional area will not exceed two metres in width on either side of the area marked with the letters and deposited plan number detailed earlier in this definition of easement land
"lines"	means one or more wire, cable or conductor of any other kind and equipment used or intended to be used for conveying electricity, data and/or communications and includes poles, towers, insulators, casings, fixtures (major or minor), fittings, tunnels or other thing used or intended to be used for generating, converting or transforming electricity and for supporting, enclosing, surrounding, or protecting any such wire, cable, conductor or equipment and also includes any part of a line;
"Grantee"	means Powerco Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns and licensees.
"works"	means every work or thing used, or designed or intended for use in or in connection with conveying electricity, data and/or communications.

4.2 A reference to any Statute or section of any Statute includes any enactment in amendment or substitution for such Statute or section.

4.3 Terms which are defined in the Land Transfer Regulations 2002 have the meaning set out in these definitions.

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.

J.R.B. E.W.P.

Approved by Registrar-General of Land under No. 2002/5032
Annexure Schedule 2

**Insert type of instrument "M
"Transfer", "Lease" etc**

Registrar-General of Land
Approval
02/6055EF
- A.D.L.S. -

(Continue in additional Annexure Schedule, if required.)

CONSENT

ANZ National Bank Limited

As Mortgagee under Mortgage No. B656563.1 hereby consents to the within transfer and grant.

Dated 6/3/07

SIGNED by

by its attorneys

and

In the presence of:

SETH JOHN TANE LINNELL

Signature of Witness:

Full Name of Witness:

Occupation:

WITNESS: FITALIKA KULA
OCCUPATION: BANK OFFICER
ADDRESS: AUCKLAND

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.

ANZ NATIONAL BANK LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Seth John Tane Linnell** Manager Lending Services of Auckland in New Zealand, certify that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.

3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (Amalgamating Companies) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.

4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.

5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

SIGNED by the abovenamed)
Attorney at Auckland on this)
6th day of **March** **2007**

Seth John Tane Linnell

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Nigel Dickson Barbour, of New Plymouth, New Zealand, Corporate Counsel, certify that:

1. By deed dated 28 February 2003 Powerco Limited (WN/1021162) a company having its registered office at 84 Liardet Steet, New Plymouth, appointed me its attorney on the terms and conditions set out in the power of attorney, a copy of which is deposited in the Land Titles Office under number PA 5521445.1

2. I have executed the attached document under the powers conferred on me by the power of attorney.

3. At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution of Powerco Limited or otherwise.



Nigel Dickson Barbour

Date: 02/03/07

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

Registrar-General of Land Approval 02/6055EF ADLS

EI 7390498.8 Easement I
Cpy - 01/01, Pgs - 006, 25/05/07, 14:07
DocID: 511725371

Land registration district

SOUTH AUCKLAND

Grantor *Surname(s) must*

North View Estate Limited

Grantee *Surname(s) must be underlined or in CAPITALS.*

North View Estate 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 2 day of March **2007**

Attestation

E W Pett, A.B. Buchanan } Directors	**Signed in ~~my presence~~ by the Grantor**
	Signature of witness
	~~Witness to complete in BLOCK~~ letters (unless legibly printed) **Witness name**
	Occupation
Signature [common seal] of Grantor	**~~Address~~**
E W Pett, A.B. Buchanan } Directors	**Signed in ~~my presence~~ by the Grantee**
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) **Witness name**
	Occupation
Signature [common seal] of Grantee	**Address**

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

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

Annexure Schedule 1

Registrar-General of Land Approval 02/6055EF A.D.L.S.

Easement instrument Dated 2 March 2007 Page 1 of 5 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 Covenants Fencing Covenant – see clause 5	DP 382748	Lots 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 & 41 (CT's 330646 to 330669 inclusive)	Lots 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 & 41 (CT's 330646 to 330669 inclusive)

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]**~~ ~~**[negatived]**~~ ~~**[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

J.B.B.
E.W.P.

ANNEXURE SCHEDULE 2

1. The Grantor, so as to bind each of the servient tenements for the benefit of each of the other dominant tenements hereby covenants and agrees with the Grantee that they will:

   a. Not to erect any dwelling on the lot other than a new single (including two storey) residential house or unit and accessory buildings.

   b. Any accessory building, garage, carport, decking, breezeway or roof overhang, if constructed, shall be architecturally integrated with the design of the dwelling. Further, in order to enhance the quality and appearance of buildings of the subdivision, any attachments to any buildings on the lot (including, but not necessarily limited to, television aerials and solar hot water panels) shall be constructed in such a way as to be discreetly integrated with the design of such buildings so that they are not highly visible from any road, thoroughfare or adjacent property.

   c. Not to erect a house of a floor area of less than 100m² exclusive of garage, carports, decking, breezeways, roof overhangs and other accessory buildings.

   d. Not to shift onto the lot, any existing pre-built transportable or relocatable buildings unless such buildings have first been approved by the developer in writing. Any such buildings must be new or near new and constructed in a manner and of materials which comply with the provisions of these protective covenants. The grantor shall not be permitted to move any caravan, shed, garage or similar structure onto the lot other than for the purposes of constructing permitted buildings and the grantor shall remove such structures from the lot upon completion of construction of the dwelling. For the avoidance of doubt, the grantor shall not use such structures for the purposes of any permanent or temporary accommodation.

   e. Not to erect any dwelling of a single square or rectangular shape. Any dwelling shall have at least two breaks and one valley in the roof-line. Flat roofed dwellings are acceptable provided that they have more than one level of roofing.

   f. All exterior building and roofing materials must have the approval of the grantee. Pre-used building materials may not be used in the construction of any buildings or fencing on the property without prior written consent from the grantee. No fence may be erected of post and wire or galvanised iron irrespective of profile whether painted, factory pre-finished or otherwise. No fence shall be greater than 1.8 metres in height at the sides and rear of the lot, and 0.9 metres at the front, unless specifically designed as a swimming pool fence.

   g. Once construction has begun, it must be completed within 12 months.

   h. To complete within 12 months of first laying down the foundations any building, all ancillary works such as fencing and landscaping and to complete in a proper and

tradesmanlike manner a driveway for vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving or tarsealing.

i. Not to allow construction of any building to be delayed so that substantial progress is not made for any period exceeding three months.

j. Once construction of the principal building on the lot has been substantially completed, not to bring onto or allow to regularly remain on the lot in front of the building or on any road or thoroughfare in the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or reasonably screened from any road adjacent to the lot so as to preserve the amenities of the neighbourhood.

k. Not to use the lot in any way which in the opinion of the grantee detrimentally affects the amenities of the neighbourhood, including permitting noise to escape from the lot which is likely to cause offence to other occupiers in the subdivision.

l. Not to use the lot or any buildings thereon for any purpose other than residential use, nor to permit the buildings or the lot to be occupied or to use any buildings as a residence until it has been substantially completed in accordance with the terms of this clause and until appropriate local authority completion certificate has been issued for the building.

m. Not to allow the removal of soil from the lot except as shall be necessary for the construction of approved buildings.

n. To reinstate, replace and be responsible for all costs arising from damage to the landscape, roading, kerbs, footpaths, berm, concrete or other structures in the subdivision arising from the grantor's or their agents and invitees direct or indirect use of the land.

o. Not to construct any clothesline in such a way as to be highly visible from any road in the subdivision, and not construct any letterbox which is not aesthetically sensitive in terms of design or location.

p. Not to permit or cause any rubbish to accumulate or be placed upon the land and not permit any excessive growth of grass so that the same becomes long or unsightly. In the event the purchaser fails to comply with this clause, the grantor agrees the grantee may carry out the grantor's obligation herein, and the grantor agrees to pay any charges relating thereto.

q. The grantor together with their tenants and invitees shall ensure that if any dog is brought onto or kept on the property, that such dog shall not be permitted to roam free without proper supervision by the dog's owner and shall at all times in the owner's absence, be located in a secure yard at the rear of the dwelling, or alternatively secured in kennel at the rear of the dwelling.

r. All plans and specifications must be submitted to the grantee for approval, which approval will not be unreasonably withheld where the grantee is satisfied that the dwelling will substantially comply with the terms of the covenant herein, so as to preserve the integrity and intended development of all dwellings in the subdivision.

s. Not to further subdivide the property in any way.

2. It should be noted that the grantor shall as regards the above covenants be personally liable only in respect of breaches which shall occur while they are the registered proprietors of the Lot or any part in respect of which any such breach shall occur (or is alleged to occur).

3. Acknowledging that the value of the area of the subdivision will be affected by the standard of buildings erected on the property and by failure to comply with the covenants contained in the preceding clauses and subclauses the grantor covenants for the grantor personally and the grantor's executors, administrators and assigns that should the grantor fail to comply with, observe, perform, or complete any of the special conditions and/or covenants and restrictions contained in clause 1, subclause (a) to (s) then without prejudice to any other liability the grantor may have to the grantee the grantor will:

a. Pay to the grantee as liquidated damages the sum of FIFTY THOUSAND DOLLARS ($50,000.00) or a sum equal to 25 per centum of the cost of the erection of the dwelling house whichever sum is the larger immediately upon receipt of a written demand for payment from the grantee or the grantee's solicitor; and

b. Shall permanently remove or cause to be permanently removed from the property, any improvement or structure so erected or repaired, or other cause of any breach or non-observance of the foregoing covenants.

PROVIDED and it is further agreed and acknowledged that:

c. The grantor shall only have any liability hereunder while the grantor is a registered proprietor of a Lot in the subdivision.

d. In any instance of default under subclauses (a) to (s) of clause 1 the remedying of such default within one month of notice in writing requiring the removal of such cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the said covenants shall avoid the payment of the penal sum prescribed by clause 3 (a) provided that this waiver shall not apply in respect of any subsequent default of a similar nature.

4. The rights and obligations of NORTH VIEW ESTATE LIMITED to enforce the terms of the rights and benefits conferred by the foregoing covenants and by this clause shall terminate twelve calendar months from the date on which it ceases to be an owner of any lot in the subdivisional plan and from that date the right to enforce rights and benefits so conferred shall in accordance with normal legal principles vest in the owners of any lots on the said subdivision which obtain benefits from the said covenants.

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement	Dated	2 March 2007	Page	4	of	4	Pages

(Continue in additional Annexure Schedule, if required.)

5. The Grantee shall not be liable or called upon to erect or contribute towards the cost of erection or repair of any boundary fences or dividing fences between the servient tenements herein and any other property owed by the Grantee, but this provision shall not enure for the benefit of any subsequent purchasers of the said property.

6. In respect of each parcel of land herein described, this instrument shall not seek or purport to make such land be subject to and receive the benefit of the covenant, over the same land at the same time.

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.

EWP

TRANSFER
Land Transfer Act 1952

T 5299481.11 TRANSFER
CPY-01/01.PGS-007.14/08/02.13:32

DocID: 510445848

Registrar-General of Land Approval 95/1004EF - A.D.L.S. -

If there is not enough space in any of the panels below, cross-reference i and use the approved Annexure Schedule: no other format will be receiv

Land Registration District

SOUTH AUCKLAND

Certificate of Title No.	All or Part?	Area and legal description -- *Insert only when part or Stratum, CT*
(Continued on Page 2 Annexure Schedule)		

Transferor *Surnames must be underlined or in CAPITALS*

NORTH VIEW ESTATE LIMITED

Transferee *Surnames must be underlined or in CAPITALS*

NORTH VIEW ESTATE LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No .....; Right of way etc.*

Fee simple subject to a land covenant (continued on annexure schedule) and the transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor.

Consideration

One Dollar $1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 18 **day of** July **2002**

Attestation

Director	Signed in my presence by the Transferor & Transferee Signature of Witness **Witness to complete in BLOCK letters** *(unless typewritten or legibly stamped)* Witness name Occupation Address
Director Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Transferee

REF: 4135 /1

Registrar-General of Land Approval 95/1004EF A.D.L.S.

Continuation of "Certificate of Title No."

22105
22106
22107
22108
22109
22110
22111
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22114
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22116
22117
22118
22119
22120
22121
~~22122~~
22123
22124

Continuation of "Estate or Interest or Easement to be created:"

WHEREAS the Transferor as the registered proprietor of all the land contained in plans deposited in the Land Transfer Office at Hamilton under number 305513 has subdivided that land into Lots and roadways in a manner shown and defined on those plans so as to establish a modern and well-designed subdivision.

AND WHEREAS it is the intention of the Transferor that all residential Lots described in the First Schedule shall be subject to a land covenant applicable to and for the protection interest and benefit of all the said residential Lots and that the registered proprietor for the time being of each of the said residential Lots shall be bound by the restrictions contained in the Second Schedule and that the registered proprietor for the time being of any Lots may be able to enforce the observance of such restrictions by the registered proprietors for the time being of any of the other Lots.

NOW THEREFORE in consideration of the premises the Transferee so as to bind each of the Lots which comprise the land described in the First Schedule **DOES HEREBY COVENANT** with the Transferor for the benefit of each of the remaining Lots which comprise the land described in the First Schedule in the manner set out in the Second Schedule.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

M.B.B.

Approved by Registrar-General of Land under No. 1995/5003EF

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer	Dated		Page 3 of		Pages

Continuation of "Estate or Interest or Easement to be Created:"

FIRST SCHEDULE

Lot	Deposited Plan	CT Number
1	305513	22105
2	305513	22106
3	305513	22107
4	305513	22108
5	305513	22109
6	305513	22110
7	305513	22111
8	305513	22112
9	305513	22113
10	305513	22114
11	305513	22115
12	305513	22116
13	305513	22117
14	305513	22118
15	305513	22119
16	305513	22120
17	305513	22121
~~18~~	~~305513~~	~~22122~~ ✓
19	305513	22123
20	305513	22124

SECOND SCHEDULE

1.

a. Not to erect any dwelling on the lot other than a new single (including two storey) residential house or unit and accessory buildings.

b. Any accessory building, garage, carport, decking, breezeway or roof overhang, if constructed, shall be architecturally integrated with the design of the dwelling. Further, in order to enhance the quality and appearance of buildings of the subdivision, any attachments to any buildings on the lot (including, but not necessarily limited to, television aerials and solar hot water panels) shall be constructed in such a way as to be discreetly integrated with the design of such buildings so that they are not highly visible from any road, thoroughfare or adjacent property.

c. Not to erect a house of a floor area of less than 100m² exclusive of garage, carports, decking, breezeways, roof overhangs and other accessory buildings.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

J.B.B.

Continuation of "Estate or Interest or Easement to be Created:"

d. Not to shift onto the lot, any existing pre-built transportable or relocatable buildings unless such buildings have first been approved by the developer in writing. Any such buildings must be new or near new and constructed in a manner and of materials which comply with the provisions of these protective covenants. The transferee shall not be permitted to move any caravan, shed, garage or similar structure onto the lot other than for the purposes of constructing permitted buildings and the transferee shall remove such structures from the lot upon completion of construction of the dwelling. For the avoidance of doubt, the transferee shall not use such structures for the purposes of any permanent or temporary accommodation.

e. Not to erect any dwelling of a single square or rectangular shape. Any dwelling shall have at least two breaks and one valley in the roof-line. Flat roofed dwellings are acceptable provided that they have more than one level of roofing.

f. All exterior building and roofing materials must have the approval of the transferor. Pre-used building materials may not be used in the construction of any buildings or fencing on the property without prior written consent from the transferor. No fence may be erected of post and wire or galvanised iron irrespective of profile whether painted, factory pre-finished or otherwise. No fence shall be greater than 1.8 metres in height at the sides and rear of the lot, and 0.9 metres at the front, unless specifically designed as a swimming pool fence.

g. Once construction has begun, it must be completed within 12 months.

h. To complete within 12 months of first laying down the foundations any building, all ancillary works such as fencing and landscaping and to complete in a proper and tradesmanlike manner a driveway for vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving or tarsealing.

i. Not to allow construction of any building to be delayed so that substantial progress is not made for any period exceeding three months.

j. Once construction of the principal building on the lot has been substantially completed, not to bring onto or allow to regularly remain on the lot in front of the building or on any road or thoroughfare in the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or reasonably screened from any road adjacent to the lot so as to preserve the amenities of the neighbourhood.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

J.B.B.

Registrar-General of Land Approval 95/5003EF A.D.L.S.

Continuation of "Estate or Interest or Easement to be Created:"

k. Not to use the lot in any way which in the opinion of the transferor detrimentally affects the amenities of the neighbourhood, including permitting noise to escape from the lot which is likely to cause offence to other occupiers in the subdivision.

l. Not to use the lot or any buildings thereon for any purpose other than residential use, nor to permit the buildings or the lot to be occupied or to use any buildings as a residence until it has been substantially completed in accordance with the terms of this clause and until appropriate local authority completion certificate has been issued for the building.

m. Not to allow the removal of soil from the lot except as shall be necessary for the construction of approved buildings.

n. To reinstate, replace and be responsible for all costs arising from damage to the landscape, roading, kerbs, footpaths, berm, concrete or other structures in the subdivision arising from the transferee's or their agents and invitees direct or indirect use of the land.

o. Not to construct any clothesline in such a way as to be highly visible from any road in the subdivision, and not construct any letterbox which is not aesthetically sensitive in terms of design or location.

p. Not to permit or cause any rubbish to accumulate or be placed upon the land and not permit any excessive growth of grass so that the same becomes long or unsightly. In the event the transferee fails to comply with this clause, the transferee agrees the transferor may carry out the transferee's obligation herein, and the transferee agrees to pay any charges relating thereto.

q. The transferee together with their tenants and invitees shall ensure that if any dog is brought onto or kept on the property, that such dog shall not be permitted to roam free without proper supervision by the dog's owner and shall at all times in the owner's absence, be located in a secure yard at the rear of the dwelling, or alternatively secured in kennel at the rear of the dwelling.

r. All plans and specifications must be submitted to the transferor for approval, which approval will not be unreasonably withheld where the transferor is satisfied that the dwelling will substantially comply with the terms of the covenant herein, so as to preserve the integrity and intended development of all dwellings in the subdivision.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

A.B.B.

Registrar-General of Land Approval 95/5003EF A.D.L.S.

Continuation of "Estate or Interest or Easement to be Created:"

2. Acknowledging that the value of the area of the subdivision will be affected by the standard of buildings erected on the property and by failure to comply with the covenants contained in the preceding clauses and subclauses the transferee covenants for the transferee personally and the transferee's executors, administrators and assigns that should the transferee fail to comply with, observe, perform, or complete any of the special conditions and/or covenants and restrictions contained in clause 1, subclause (a) to (r) then without prejudice to any other liability the transferee may have to the transferor the transferee will:

   a. Pay to the transferor as liquidated damages the sum of FIFTY THOUSAND DOLLARS ($50,000.00) or a sum equal to 25 per centum of the cost of the erection of the dwelling house whichever sum is the larger immediately upon receipt of a written demand for payment from the transferor or the transferor's solicitor; and

   b. Shall permanently remove or cause to be permanently removed from the property, any improvement or structure so erected or repaired, or other cause of any breach or non-observance of the foregoing covenants.

   PROVIDED and it is further agreed and acknowledged that:

   c. The transferee shall only have any liability hereunder while the transferee is a registered proprietor of a Lot in the subdivision.

   d. In any instance of default under subclauses (a) to (r) of clause 1 the remedying of such default within one month of notice in writing requiring the removal of such cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the said covenants shall avoid the payment of the penal sum prescribed by clause 2(a) provided that this waiver shall not apply in respect of any subsequent default of a similar nature.

3. The rights and obligations of NORTH VIEW ESTATE LIMITED to enforce the terms of the rights and benefits conferred by the foregoing covenants and by this clause shall terminate twelve calendar months from the date on which it ceases to be an owner of any lot in the subdivisional plan and from that date the right to enforce rights and benefits so conferred shall in accordance with normal legal principles vest in the owners of any lots on the said subdivision which obtain benefits from the said covenants.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

J.B.B.

Approved by Registrar-General
of Land under No. 1995/1004EF

Registrar-General of Land Approval 95/1004EF A.D.L.S.

TRANSFER

Land Transfer Act 1952

Law Firm Acting
Harkness Henry & Co **Private Bag 3077** **Hamilton**

Auckland District Law Society
REF: 4135 /2

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