

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

Easement instrument to grant easement or profit à prendre, or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

EI 7197251.8 Easement I

Cpy - 01/01, Pgs - 006, 18/01/07, 18:08

Land registration district

SOUTH AUCKLAND



DocID: 611677819

Grantor

Surname(s) must be underlined or in CAPITALS.

MANIAROA PROPERTIES LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

MANIAROA PROPERTIES 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

18th day of January 2006

Attestation

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

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

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

[Solicitor for] the Grantee

F
310221-310259

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*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

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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)
Land Covenants	DP 377192	310221 to 310259 (inclusive)	310221 to 310259 (inclusive)
Fencing Covenant as defined in Section 2 Fencing Act 1978 in favour of the dominant tenements	DP 377192	310221 to 310259 (inclusive)	310221 to 310259 (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

Annexure Schedule



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

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(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2 - LAND COVENANTS

1. The Grantor^{or}, 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:
 - (a) Not, without the consent of the Grantee, to erect or permit to be erected any building other than a new residential home and ancillary buildings; nor to permit or allow the removal onto the property of any pre-built transportable or relocatable house or existing house which has previously been lived in. No building works or improvements (including siteworks) shall commence until the Grantee or the appointee of the Grantee has provided written approval to the plans, specifications and site plans of the proposed works. The Grantee shall have absolute discretion to withhold such approval should the Grantee consider that such proposed works do not conform to the standard desirable for development of the subdivision.
 - (b) Not to erect or permit to be erected a dwelling house of a floor area less than 150 square metres (the floor area measurement to be exclusive of garage, carports, decking, breezeways, roof overhang and other accessory buildings) unless the consent in writing of the Grantee to such lesser floor area is first obtained by the Grantor. Provided that the Grantee may specify a lesser floor area for the erection of a dwelling house where that house is erected on a section which has an area of less than 600 square metres.
 - (c) To construct any dwelling with a minimum of 60% of the non-glazed exterior cladding of the dwelling consisting of any of the following materials; kiln-fired or concrete brick, stucco textured finish, stone or timber, pre-finished metal or weatherboard construction or any other new exterior cladding material for which the Grantor has first obtained the Grantee's consent in writing. Any dwelling with an exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured in such a manner as to fully cover the base material.
 - (d) Not to use any metal clad roof that has not been factory pre-painted or any roofing material which will create a glare offensive to adjoining property owners.
 - (e) To construct a minimum of one garage, carport or other out building constructed in those materials prescribed by this Agreement and of a design as to be architecturally integrated with and attached to the main dwelling.
 - (f) Not to permit or suffer the erection of any temporary building or structure upon the land except as may be used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of work.
 - (g) Not at any time other than in relation to the erection of the dwelling and associated buildings to bring on to or allow to remain on the land or any internal road of the subdivision any temporary dwelling, caravan, trade vehicle or other equipment or materials or machinery unless garaged or screened so as to preserve the amenities of the neighbourhood and to prevent noise likely to cause offence to residents in the subdivision. No recreational or commercial vehicles or trailers shall be regularly located on the street or footpath.
 - (h) Not to permit any building or associated works in the course of construction to be left without substantial work being carried out for a period exceeding 2 months and will complete construction of any such building within 6 months of commencement of work and shall within 3 months thereafter construct in a proper and tradesmanlike manner a driveway, or vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving, or tarsealing and have established a lawn.

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

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required.)

- (i) Not to permit or suffer the use of the land other than for residential purposes nor to erect or permit to be erected any more than one single family dwelling house on the land nor subdivide the land further.
- (j) Not to permit or suffer the said land to be occupied or used as a residence unless the building on the property has been substantially completed in accordance with the terms of this Agreement and the buildings meet the requirements of the appropriate local authority.
- (k) Not to carry out landscaping on the road frontage of the Council owned land except in accordance with the general overall landscaping plan prepared by the Grantee or, with prior written approval of the Grantee.
- (l) To keep and maintain in a neat and tidy condition and prevent from becoming unsightly, the section and the Council owned road frontage of the section.
- (m) Not to erect or allow to be erected any fence constructed of corrugated or long run iron or post and wire or from used materials. All fences and retaining structures are to comply with local authority requirements however, no fence shall exceed 1.8 metres in height above the finished ground level of the property unless prior approval of the Grantee is sought.
- (n) To pay for construction and maintenance of any fence constructed on the boundary of any adjoining Council owned land and not to seek contribution from the Council or the Grantee for such construction or maintenance cost.
- (o) To reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, curbs, concrete or other structures in the subdivision arising from the Grantor's use of the land directly or indirectly through the Grantor's agents or invitees.
- (p) Not to stockpile or store earth, sand, pumice or other materials on the lot unless such materials are actually to be used in the construction and landscaping of a permanent dwelling or accessory building on the lot.
- (q) Not to display more than one advertisement, sign or hoarding of a commercial nature on any part of the land or building, such advertisement, sign or hoarding being first approved in writing by the Grantee, and complying with local authority ordinances.
- (r) Not to bring on to raise, breed or keep any animals or livestock on the land or buildings except to keep a maximum of 3 animals limited to dogs and cats unless prior written approval is given by the Grantee. These animals shall not be allowed to become a nuisance to others in the subdivision and all dogs shall be controlled so as to prevent them from roaming the subdivision at will.
- (s) Not to stockpile or store earth, sand, pumice or other materials on the lot unless such materials are actually to be used in the construction and landscaping of a permanent dwelling or accessory building on the lot.
- (t) Not to display more than one advertisement, sign or hoarding of a commercial nature on any part of the land or building, such advertisement, sign or hoarding being first approved in writing by the Grantee, and complying with local authority ordinances.
- (u) Not to bring on to raise, breed or keep any animals or livestock on the land or buildings except to keep a maximum of 3 animals limited to dogs and cats unless prior written approval is given by the Grantee. These animals shall not be allowed to become a nuisance to others in the subdivision and all dogs shall be controlled so as to prevent them from roaming the subdivision at will.

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P. U. U. U.
[Signature]

Annexure Schedule



Insert type of instrument
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required.)

2. Should the Grantor be in breach of these covenants the Grantor may be served with written notice by the Grantee or any other party to these covenants requiring the Grantor to remedy the breach of the covenants within 7 days of receipt of the notice in writing and upon the expiry of 7 days a penalty sum of \$50 per day shall be payable by the Grantor to the party giving notice of the breach until such time as the breach is remedied down to the end.
3. Without derogating from the provisions or requirements of the above covenants, no covenant to procure or enforce the covenants against the owner or occupier of any Lot shall be implied against the Grantee and any such enforcement shall be carried out entirely at the Grantee's discretion.
4. The Grantor agrees that it will at all times save harmless and keep indemnified the Grantee from all proceedings, costs, claims and demands in respect of any breaches by the Grantor or any of the covenants and restrictions contained or implied herein.
5. Where the Grantee or the Grantee's agent or any other party to these covenants is required to expend money to make good any damage or loss caused by a breach of these covenants by the Grantor (or the guests, servants, employees, agents, invitees, tenants or licensees of the Grantor) the Grantee or its agent shall be entitled to recover the amounts they expended as a debt in any action in any Court of competent jurisdiction and such sum may include all costs howsoever incurred including the professional and legal costs calculated on a solicitor/client basis.
6. The covenants created herein shall cease to have any effect on any of the servient or dominant tenements, or part/s therefore, that will vest in a territorial authority or the Crown by virtue of statute, transfer or otherwise; as road, reserve, or for any other purpose; in any subsequent subdivision of the servient or dominant tenements of which the subdivision plan has gained the full approval of the territorial authority or body having jurisdiction. The person/s or corporation/s benefiting from the land covenants herein shall not be entitled to any compensation in respect of the exercise of this clause.
7. Where the Grantee is expressly referred to as Maniaroa Properties Limited, in this instrument, Maniaroa Properties Limited reserves all those rights set forth in this instrument until such time Maniaroa Properties Limited ceases to own the last allotment in its name in the subdivision DP.377192, after which time, all of those rights shall revert to the Grantees who are, from time to time, the registered proprietors of the dominant tenements. *For the avoidance of doubt, the grantee for the purposes of clauses 1.a, b, c, k, m, q, r, t & u is Maniaroa Properties Limited.*

For the consent of the mortgagee under Mortgage 6848335-1 see prior Easement Instrument.

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[Handwritten signatures]