

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 7373538.3 Easement I

Land registration district

WELLINGTON



Cpy - 01/01, Pgs - 007, 16/05/07, 10:36



DocID: 411881283

Grantor

Surname(s) must be underlined or in CAPITALS.

TE MOANA ENTERPRISES LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

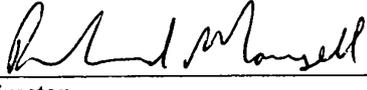
TE MOANA ENTERPRISES LIMITED

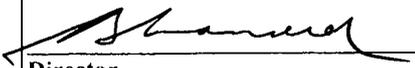
Grant* of easement or profit à prendre or creation or covenant

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).

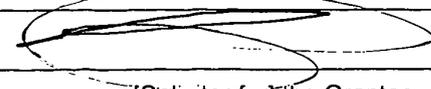
Dated this 16th day of February 2007

Attestation

 Director  Director Signature [common seal] of Grantor	Signed in my presence by the Grantor _____ Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
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 Director  Director Signature [common seal] of Grantee	Signed in my presence by the Grantee _____ Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
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F
325586 - 325589 inclusive
③
EI
SO-


[Solicitor for] the Grantee

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

Annexure Schedule 1



Easement instrument

Dated **16 February 2007**

Page **1** of **3** 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 and Fencing Covenant (contained in clause 14 of the within Instrument)	Deposited Plan 381247	325586 325587 325588	325586 325587 325588 325589

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

Easement

Dated 16 February 2007

Page 2 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

1. The Grantor **hereby covenants and agrees** with the Grantee that each of the servient tenements set out in Schedule A (hereinafter referred to as the "Lots") shall be subject to the burden of the covenants set out hereunder for the benefit of each of the other dominant tenements set out in Schedule A.
2. Not to further subdivide the Lot until the expiry of 10 years from the date of issue of the computer freehold register for the Lot.
3. To erect on the Lot only one new dwelling house (being a building that is to be occupied as a residence and including any building of similar design that is accessory to and used wholly, or principally, for the purposes of a residence) of an aggregate floor area of no less than 160m². No point of any building (except television aerials or chimneys no wider than 600mm) of any Lot will be higher than the lesser of 9 metres above the average original ground level around the perimeter of the building, or the relative height restriction contained in the District Plan applying to the Lot.
4. Each dwelling house shall be in accordance with plans and specifications submitted to MC² Nominees Limited or its nominee ("MC²") for prior approval with the objective of retaining an overall high standard of dwellings within the subdivision of the Land, with quality materials, textures and colours sympathetic to the environment. In view of this objective, MC² shall have complete discretion in granting or declining approval. As a guideline for obtaining MC²'s approval, it is expected that a minimum of 80% of the exterior cladding of the dwelling will consist of the following materials:
 - Kiln fired or concrete brick.
 - Stucco textured finish.
 - Pre-painted galvanised iron in its various profiles.
 - Stone.
 - Timber.
 - Texture coated Insulclad or flat sheeting.
 - Pre-finished metal and timber weatherboard (such as Lockwood).
 - Timber weatherboarding or vertical boarding.
 - Texture coated or plastered concrete blocks.
5. All materials which are not pre-finished and which require painting must be painted within three months of attachment to a building on the Lot. This provision does not apply to:
 - Wood Shingles
 - Bricks
 - Splitstone
 - Vinyl Products
 - Natural Stone
6. No pre-used building materials are to be used in the construction of any dwellings or accessory buildings or fences on any of the Lots.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



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

Easement

Dated

16 February 2007

Page

3

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

7. No pre-built building, including dwellings, farm or accessory buildings shall be transported onto any of the sites unless such pre-built building has first been approved by MC². Any such building shall be new and constructed of materials which comply with the terms of this Covenant.
8. Prior to the commencement of construction of any new residential or farm buildings on a Lot, no temporary building or tent nor any caravan, bus or tram (nor any other vehicle providing a similar temporary residential function) shall be permitted to remain on any Lot for any period in excess of six (6) weeks within any six (6) month period, and no such vehicle shall be permitted at any time without a current warrant of fitness and registration.
9. Once construction has been completed no tent, caravan, truck, bus, temporary building, trailer, boat, trail bike, machinery or unsightly object (not including any motor vehicle, small van or utility truck that is in good working order, repair and appearance) shall be parked or permitted to remain for any material period of time on any part of any Lot unless garaged or screened so as to preserve the amenities of the neighbourhood.
10. No wind break or boundary hedge shall exceed 4 metres in height.
11. Buildings may not be erected on any Lot within a distance of 10 metres from the boundary of that Lot.
12. Driveways or vehicle access ways shall be formed to a minimum applicable local Council metalled standard with road metal, and all driveways and access ways shall be kept in a neat and tidy condition.
13. No noisy, smelly or unsightly activity shall be operated on any Lot, even if permitted by relevant District Plan and in particular there shall not be permitted on any Lot the operation of any pig or poultry farm, commercial kennels, panelbeating business, wreckers yard, vehicle or machinery sales or storage yard or commercial mechanical repair garage.
14. The Grantee shall not be liable to pay for or contribute towards the expense or erection or maintenance of any fence between the servient or dominant tenements, but this covenant shall not enure for the benefit of any subsequent purchaser of the dominant tenements.

Caveator under Caveat 6912597.4

Subject to the rights of the Caveator under Caveat 6912597.4.

Request to Land Information New Zealand, Wellington

Please register the benefit of the Land Covenants on Identifier 325589.

*Redacted Land Ltd.
for Solicitor
for 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.

[Handwritten signatures and initials]

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Mortgage

Page **1** of **1** pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgage under Mortgage no.)

BANK OF NEW ZEALAND

Mortgage under Mortgage 6912597.3

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:

Registration of the attached:

1. **Deposit of Subdivisional Plan being Digital Title Plan 381247;**
2. **Land Covenants and Fencing Covenants;**
3. **Order for New Computer Register;**
4. **Any other associated documents required for deposit of Plan and issue of Titles.**

Dated this 8 day of March 2007

Attestation

<p>SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorney</p> <p><i>[Signature]</i> Priscilla Stephanie Marie Foothead</p>	<p>Signed in my presence by the Consentor</p> <p><i>[Signature]</i> _____ Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation Priscilla Stephanie Marie Foothead Bank Officer</p> <p>Address Bank of New Zealand Wellington</p>
<p>Signature of Consentor</p>	

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.



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

Silane Agustines Briguera

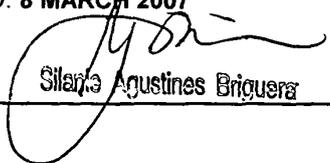
I, **Silane Agustines Briguera**, Quality Assurance Officer of Wellington, New Zealand,
Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:

North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Wellington

DATED: 8 MARCH 2007



Silane Agustines Briguera

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Caveat

Page 1 of 1 pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

MC2 GROUP LIMITED

Caveator under Caveat 6912597.4

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]

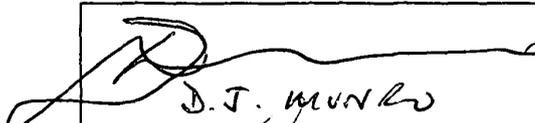
the Consentor hereby consents to:

Registration of the attached:

1. Deposit of Subdivision Plan being Digital Title Plan 381247;
2. Land Covenants and Fencing Covenants;
3. Order for New Computer Register;
4. Consent Notice;
5. Any other associated documents required for deposit of Plan and issue of Titles.

Dated this 4 day of MARCH 2007

Attestation


 J.J. Munko

 RJB Clevely
 Directors

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

Address

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.