

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

EI 7730864.9 Easement I

Cpy - 01/01, Pgs - 006, 27/02/08, 13:29



DocID: 313070208

Land registration district

SOUTH AUCKLAND



Grantor

Surname(s) must be underlined or in CAPITALS.

PINNACLE HILL SUBDIVISIONS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

PINNACLE HILL SUBDIVISIONS 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 27th day of February 2008

Attestation

Signed by Pinnacle Hill Subdivisions Limited by its attorney F M Attorney Limited

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

Rebecca J Stokes

Occupation

Legal Executive

Address

Auckland

Signed by Pinnacle Hill Subdivisions Limited by its attorney F M Attorney Limited

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

Rebecca J Stokes

Occupation

Legal Executive

Address

Auckland

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

Annexure Schedule 1

Easement instrument

Dated

27 February 2008

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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 Covenant	399109	Lot 1 (395490) Lot 2 (395491) Lot 3 (395492) Lot 4 (395493) Lot 5 (395494) Lot 6 (395495) Lot 7 (395496) Lot 8 (395497) Lot 9 (395498) Lot 10 (395499) Lot 11 (395500) Continued on annexure schedule	Lot 1 (395490) Lot 2 (395491) Lot 3 (395492) Lot 4 (395493) Lot 5 (395494) Lot 6 (395495) Lot 7 (395496) Lot 8 (395497) Lot 9 (395498) Lot 10 (395499) Lot 11 (395500)

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 Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are ~~varied~~ ~~negated~~ ~~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

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(Continue in additional Annexure Schedule, if required.)

Land Covenant	399109	Lot 12 (395501)	Lot 12 (395501)
		Lot 13 (395502)	Lot 13 (395502)
		Lot 14 (395503)	Lot 14 (395503)
		Lot 15 (395504)	Lot 15 (395504)
		Lot 16 (395505)	Lot 16 (395505)
		Lot 17 (395506)	Lot 17 (395506)
		Lot 47 (395507)	Lot 47 (395507)
		Lot 48 (395508)	Lot 48 (395508)
		Lot 49 (395509)	Lot 49 (395509)
		Lot 56 (395510)	Lot 56 (395510)
		Lot 57 (395511)	Lot 57 (395511)
			Lot 73 (395675)

No second-hand structure

No house or dwelling unit ("Dwelling Unit") which has been previously inhabited or any previously used accessory building fence or other structure not being a Dwelling Unit ("Accessory Structure") may be moved on to or erected upon any lot forming part of the servient tenement ("Lot") and no second hand materials may be used in the building of any Dwelling Unit or Accessory Structure. This provision shall not apply to Lot 13 (395502).

Exterior cladding

No Dwelling Unit shall have less than a minimum of 75% of its exterior wall cladding (excluding basement and windows) consisting of any one or more of the following to a standard of acceptable quality as defined in the Consumer Guarantees Act 1993:

- kiln fired or concrete brick
- stone
- solid timber construction (eg Lockwood)
- vinyl weatherboard
- raised textured finish (eg Stucco or similar finish)
- aluminium weatherboard
- vertical or horizontal timber weatherboard
- Linea weatherboard

This provision shall not apply to the Dwelling Unit on Lot 13 (395502).

Roof painting

No metalclad roof that has not been pre-painted or pre-coated with a decorative finish shall be left unpainted (to a standard of reasonable care and skill) for more than 12 months from the commencement of work on the Dwelling Unit or Accessory Structure of which the roof forms part.

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

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(Continue in additional Annexure Schedule, if required.)

Construction period and driveway

Following commencement of construction of any Dwelling Unit or Accessory Structure no building or associated works in the course of construction shall be left without substantial work being carried out for a period exceeding three months and completion of construction of such Dwelling Unit or Accessory Structure and the construction of a driveway or vehicle access from the road boundary of the Lot to the Dwelling Unit (or Accessory Unit) in permanent dust free surfacing shall not extend beyond 18 months from the date of commencement of construction.

Maximum number of Dwelling Units

Not more than one Dwelling Unit shall be erected on any Lot.

Minimum/Maximum floor area

No Dwelling Unit may be erected on any Lot with a floor area of less than 125m² (excluding garage area).

This provision shall not apply to the Dwelling Unit on Lot 13 (395502).

Residential Use

No Lot shall be used other than for predominantly non-commercial residential purposes and no use of any Lot shall be permitted to unreasonably interfere with the quiet enjoyment of any other Lot.

Fencing

No fence shall be erected on any Lot on the road boundary of the Lot or within 5 metres of such road boundary.

Arbitration

Any dispute or difference between any of the registered proprietors of the Lots whether as to the correct interpretation of this Land Covenant or as to the rights or liabilities of any party shall be determined by a single arbitrator. In case the parties cannot agree upon the appointment of a single arbitrator within a reasonable period then either party may request that the President of the Waikato/Bay of Plenty District Law Society (or the successor of such Law Society) shall appoint the arbitrator. The reference of such dispute shall be a submission to arbitration under the Arbitration Act 1996 or any statutory modification or re-enactment.

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.

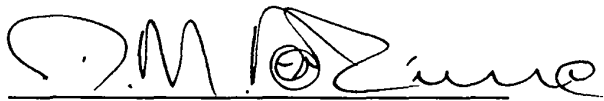
I, **ANTHONY MARTIN FORTUNE**, director of **FM ATTORNEY LIMITED** of Auckland in New Zealand, Solicitor **HEREBY CERTIFY**:

1. That by deed dated 21 February 2006, Pinnacle Hill Subdivisions Limited of Pukekohe appointed FM Attorney Limited its attorney on the terms and subject to the conditions set out in the said deed.
2. That a copy of the instrument was deposited in the Land Transfer Office at South Auckland under number 6772904.1.
3. That at the date of this certificate FM Attorney Limited has not received any notice or information of the revocation of that appointment or otherwise.

SIGNED at Auckland on

27 February

2008

A handwritten signature in black ink, appearing to read 'A.M. Fortune', written over a horizontal line.

Anthony Martin Fortune
Director