

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 7389051.13 Easeme

Cpy - 01/01, Pgs - 007, 26/06/07, 09:21



Land registration district

NORTH AUCKLAND

Grantor

Surname(s) must be underlined or in CAPITALS.

CABLE BAY SECTIONS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

CABLE BAY SECTIONS 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 8th day of May 2007

Attestation

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

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

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.

Annexure Schedule 1



Easement instrument

Dated

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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 (see attached) and fencing covenant as defined in section 2 of the Fencing Act 1978	384236	Certificates of title 336739 to 336829 (both inclusive)	Certificates of title 336739 to 336829 (both 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] [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

MS

Annexure Schedule



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

Easement

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(Continue in additional Annexure Schedule, if required.)

Schedule 1

1. It is intended that the land in certificates of title 336739 to 336829 (both inclusive) shall be subject in perpetuity to and shall have the benefit of certain covenants as set forth in schedule 2 of this instrument to the intent that each of the lots (the servient lots) shall be bound by the stipulations and restrictions set out in schedule 2 for the benefit of each of the other lots (dominant lots) and that the owners and occupiers for the time being for any of the dominant lots may enforce the observance of such stipulations and restrictions against the owner and occupier for the time being of any of the servient lots.
2. As incidental to this instrument that the parties hereby covenant as set out in schedule 2 to the end and the intent that each of the servient lots shall be subject to the covenants set out in schedule 2 and for the benefit of the dominant lots and that any of the owners and occupiers for the time being of the dominant lots may enforce the observance of such stipulations and restrictions against any of the owners for the time being of the servient lots PROVIDED ALWAYS that the owners of the servient lots shall as regards the stipulations and restrictions be personally liable only in respect of breaches thereof which shall occur while they are registered as proprietors of the servient lots in respect of which any such breach shall occur (or alleged to occur).

Schedule 2

1. Not use the land or permit or suffer it to be used for any purpose other than residential and will commence to build thereon within a reasonable time.
2. Not to erect or place on the said land or allow to be erected, constructed or placed on the said land any building other than a new single residential new dwelling house. If a relocatable dwelling is to be placed on the land it may only be a show home or other dwelling which has not previously been lived in.
3. Not to erect or place on the said land or allow to be erected or placed on the said land any building that:
 - (a) Has a ground floor area of less than 140 square metres (excluding garages, carports and decking) or, if the land is 600 square metres a ground floor area of less than 120 square metres (excluding garages, carports or decking).
 - (b) Has an exterior cladding that does not consist entirely of any of the following materials:
 - (i) Kiln fired or concrete brick;
 - (ii) Stucco finish on fibrous sheet or polystyrene, concrete block or solid concrete;
 - (iii) Stone;
 - (iv) Timber;
 - (v) Metal laminate on solid timber.
 - (c) Exceeds a height of 6 metres as measured by the rolling height method set out in the District Plan.
 - (d) Has any form of metal roofing unless the same has been pre-painted.
 - (e) Is painted in colours that do not comply with the British Standard specification BS5252 colour range or that do not have a reflective value of 30% or less.
 - (f) Is constructed to a single rectangle or square. Any building must contain more than two hips or two gables in the roofline. Flat roofed dwellings are acceptable provided that they meet all the covenants and have more than one level of roofing.

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.

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Annexure Schedule



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

Easement

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(Continue in additional Annexure Schedule, if required.)

4. Not to permit the construction of the exterior of any dwelling house on the land to take more than a period of twelve months from the commencement of construction of that dwelling house.
5. Not to permit the driveway or access onto the said land to remain uncompleted without a solid running course for more than six months after completion of the dwelling house.
6. Not to permit or carry out the erection of any temporary building or structure upon the land unless such may be used in conjunction with the construction of permanent buildings and will be removed upon completion of the work.
7. Not to subdivide or cross lease the land or erect or allow to be erected on the land any buildings other than one family dwelling house with, if required a garage or two garages or such other buildings as would normally be appurtenant to a family dwelling house provided that any garage shall form part of or be permanently attached to the dwelling house.
8. Not to erect or place on the said land or allow to be erected or placed on the said land any clotheslines and Garden Sheds other than those to be erected away from the road or right of way access and are obscured from direct sight of the road or right of way access. Metal Garden Sheds are not permitted unless they have been pre-painted.
9. Not to permit or cause the said land to be occupied or used as a residence unless:
 - (a) The building has been substantially completed in accordance with the terms of these covenants, and
 - (b) A code compliance certificate has been issued for the building.
10. Not to erect a fence constructed of materials other than brick, wood, plastered concrete block or plastered fibrolite.
11. Not to permit or cause any rubbish to accumulate or be placed upon the land or permit any excessive growth of grass so that the same becomes long, unsightly or a fire hazard.
12. Not to permit or cause the removal of soil from the land except as shall be necessary for the construction of the building thereon.
13. Not to allow any carnivorous or omnivorous exotic animals on the land including without restricting the generality of such terms ferrets, cats and dogs.
14. Not to park any vehicle, caravan or boat on or within five metres of any street or right of way unless situated within enclosed garages constructed on the land provided that this prohibition shall not apply to any invitee of the registered proprietor of the land where such invitees are not residing on the land and the vehicles are parked temporarily only.
15. Not to plant any exotic vegetation which could adversely affect natural regeneration or local forest health. This includes the introduction of invasive plant species, including those currently based on the Nationally-Banned-For-Sale list. Planting of other exotic species is to be confined to the immediate vicinity of dwellings, and species with berry type fruits are to be grown within netting to prevent seed spread by birds.

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.

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Annexure Schedule



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

Easement

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(Continue in additional Annexure Schedule, if required.)

- 16. Not to permit any water tank on the land to be more than 1.5 metres above the natural ground level.
- 17. Acknowledging that the value of the area of the subdivision will be affected by the standard of buildings erected on the land and by failure to comply with the covenants contained in the proceeding clauses the registered proprietor for the time being of any lot subject to these covenants personally, together with its executors, administrators and assigns covenants that should the registered proprietor fail to comply with, observe, perform or complete any of the special conditions and/or covenants and restrictions contained in these clauses 1-20 then without prejudice to any other liability the registered proprietor will:
 - (a) Pay as liquidated damages the sum of **FIFTY THOUSAND DOLLARS (\$50,000.00)** or a sum equal to 25 per cent 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 registered proprietor of any other lot subject to these covenants or their solicitor; and
 - (b) Permanently remove or cause to be permanently removed from the land any improvement or structure so erected or repaired or other cause or any breach or non-observance of the foregoing covenants.

PROVIDED and it is further agreed and acknowledged that:

 - (i) Any registered proprietor shall only have any liability hereunder while they are the registered proprietor of that land;
 - (i) In any instance of default under clauses 1-20 the remedying of such default within one month of notice in writing requiring the removal of such cause or 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 (a) provided that this waiver shall not apply in respect of any subsequent default of a similar nature;
- 18. The registered proprietor of any lot subject to these covenants shall not call upon Cable Bay Sections Limited to pay for or contribute towards the cost of erection or maintenance of any fence between the land and any adjoining land owned by Cable Bay Sections Limited, but this condition shall not enure for the benefit of a Purchaser of such adjoining land or any part thereof.
- 19. The registered proprietor of each lot subject to these covenants will at all times hold one (1) share in the company Cable Bay Estate Limited and will, as an essential term of any sale, transfer or other disposition of the servient land, execute a share transfer for that share to the purchaser of the land.
- 20. Comply with the terms and conditions of the shareholders agreement for Cable Bay Estate Limited and, if required, execute a deed of accession to bind them to such shareholders agreement.

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 initials and signatures.

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./Mortgagee under Mortgage no.)

St Laurence Lending Limited	Mortgagee under mortgage number 6881770.6
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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 _____]

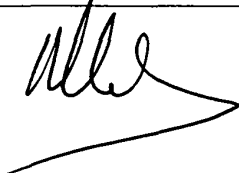
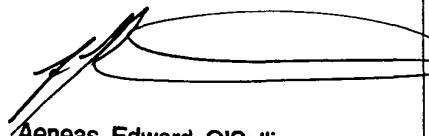
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

Easement instrument creating land covenant and fencing covenant over certificates of title 336739 to 336829 (both inclusive).

Dated this **8th** day of **May** **2007**

Attestation

 Kevin John Podmore	Signed in my presence by the Consentor
	Signature of Witness _____ Witness to complete in BLOCK letters (unless legibly printed) Witness name _____ Occupation _____ Address _____
 Aeneas Edward O'Sullivan	Signature of Consentor

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.

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Mortgage

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Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

NZHB Commercial Limited

**Mortgagee under mortgage number
6886112.1**

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 _____]

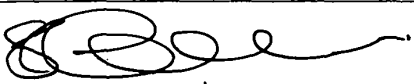
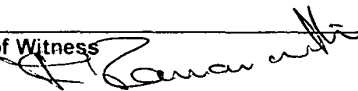
~~[Without prejudice to the rights and powers existing under the interest of the Consentor]~~

the Consentor hereby consents to:

**Easement instrument creating land covenant and fencing covenant over certificates of title
336739 to 336829 (both inclusive).**

Dated this 4th day of MAY 2007

Attestation

 Director NZHB Commercial Ltd	<p>Signed in my presence by the Consentor</p> <hr/> <p>Signature of Witness </p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <u>M. Ramachandran</u></p> <p>Occupation <u>Accountant</u></p> <p>Address <u>160, Crafton Road, Crafton Auckland.</u></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.