

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 6831741.5 Easement

Land registration district

NORTH AUCKLAND



Cpy - 01/01, Pgs - 013, 19/04/06, 11:22



DocID: 312420072

Grantor

Surname(s) must be underlined or in CAPITALS.

Edgewater Developers Limited

Grantee

Surname(s) must be underlined or in CAPITALS.

Edgewater Developers 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 7th day of April 2006

Attestation

Edgewater Developers Limited by its attorney Timothy Ian MacKenzie Storey

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation James Vernon Edwards

Solicitor

Address Auckland

Signature [common seal] of Grantor

Edgewater Developers Limited by its attorney Timothy Ian MacKenzie Storey

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation James Vernon Edwards

Solicitor

Address Auckland

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.

Annexure Schedule 1



Easement instrument

Dated

7 April 2006

Page

1

of

11

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 Covenant	DP361931	See Annexure Schedule 2	See Annexure Schedule 2

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

[Handwritten signatures]

Annexure Schedule



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

Easement

Dated 7 April 2006

Page 2 of 11 Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

Introduction

- A. The Grantor is registered as proprietor of the estates in fee simple contained in the Certificates of Title attached as Schedule 1 (the **Servient Lots**).
- B. The Servient Lots are to be developed as part of a development which is intended to establish a modern, high quality and well designed subdivision. It is desirable that supervision and control be exercised by the Grantor for the protection and in the interest of all purchasers of lots in the subdivision in relation to the nature, height and type of construction to be erected in the subdivision, which includes the Servient Lots.
- C. It is the Grantor's intention to create for the benefit of the land as described in Schedule 2 (the **Dominant Lots**), the land covenants set out in Schedule 3 (the **Covenants**) over the Servient Lots to the intent that the Servient Lots shall be bound by the Covenants and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of the Covenants against the owners for the time being of the Servient Lots, in equity or otherwise.
- D. The Grantor covenants as follows for the benefit of the successors in title to each of the Lots comprising the Dominant and Servient Lots.
- E. The Grantor hereby covenants and agrees that the Covenants run with the Servient Lots for the benefit of the Dominant Lots and are to be observed by the registered proprietors of the Servient Lots as such exist from time to 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.

Annexure Schedule

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

Easement

Dated

7 April 2006

Page

3

of

11

Pages

(Continue in additional Annexure Schedule, if required.)

Schedule 1 – Servient Lots

All contained in the North Auckland Registry

	Certificate of Title	Legal Description
1.	252308	Lot 1 DP361931
2.	252309	Lot 2 DP361931
3.	252310	Lot 3 DP361931
4.	252311	Lot 4 DP361931
5.	252312	Lot 5 DP361931
6.	252313	Lot 6 DP361931
7.	252314	Lot 7 DP361931
8.	252315	Lot 8 DP361931
9.	252316	Lot 9 DP361931
10.	252317	Lot 10 DP361931
11.	252318	Lot 11 DP361931
12.	252319	Lot 18 DP361931
13.	252320	Lot 19 DP361931
14.	252321	Lot 20 DP361931
15.	252322	Lot 21 DP361931
16.	252323	Lot 22 DP361931
17.	252324	Lot 23 DP361931
18.	252325	Lot 24 DP361931
19.	252326	Lot 25 DP361931
20.	252327	Lot 84 DP361931

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 7 April 2006

Page 4 of 11 Pages

(Continue in additional Annexure Schedule, if required.)

21.	252328	Lot 85 DP361931
22.	252329	Lot 86 DP361931
23.	252330	Lot 87 DP361931
24.	252331	Lot 88 DP361931
25.	252332	Lot 89 DP361931
26.	252333	Lot 90 DP361931
27.	252334	Lot 91 DP361931
28.	252335	Lot 92 DP361931
29.	252336	Lot 93 DP361931
30.	252337	Lot 94 DP361931
31.	252338	Lot 95 DP361931
32.	252339	Lot 96 DP361931
33.	252340	Lot 97 DP361931
34.	252341	Lot 98 DP361931
35.	252342	Lot 99 DP361931
36.	252343	Lot 100 DP361931
37.	252344	Lot 101 DP361931
38.	252345	Lot 102 DP361931
39.	252346	Lot 103 DP361931
40.	252347	Lot 104 DP361931
41.	252348	Lot 105 DP361931
42.	252349	Lot 106 DP361931
43.	252350	Lot 107 DP361931

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 7 April 2006

Page 5 of 11 Pages

(Continue in additional Annexure Schedule, if required.)

44.	252351	Lot 108 DP361931
45.	252352	Lot 109 DP361931
46.	252353	Lot 110 DP361931
47.	252354	Lot 111 DP361931
48.	252355	Lot 112 DP361931
49.	252356	Lot 113 DP361931
50.	252357	Lot 114 DP361931
51.	252358	Lot 115 DP361931
52.	252359	Lot 118 DP361931
53.	252360	Lot 119 DP361931
54.	252361	Lot 120 DP361931
55.	252362	Lot 121 DP361931
56.	252363	Lot 122 DP361931
57.	252364	Lot 123 DP361931
58.	252365	Lot 124 DP361931
59.	252366	Lot 125 DP361931

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 signature]

Annexure Schedule



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

Easement

Dated 7 April 2006

Page 6 of 11 Pages

(Continue in additional Annexure Schedule, if required.)

Schedule 2 – Dominant Lots

All contained in the North Auckland Registry

	Certificate of Title	Legal Description
60.	252308	Lot 1 DP361931
61.	252309	Lot 2 DP361931
62.	252310	Lot 3 DP361931
63.	252311	Lot 4 DP361931
64.	252312	Lot 5 DP361931
65.	252313	Lot 6 DP361931
66.	252314	Lot 7 DP361931
67.	252315	Lot 8 DP361931
68.	252316	Lot 9 DP361931
69.	252317	Lot 10 DP361931
70.	252318	Lot 11 DP361931
71.	252319	Lot 18 DP361931
72.	252320	Lot 19 DP361931
73.	252321	Lot 20 DP361931
74.	252322	Lot 21 DP361931
75.	252323	Lot 22 DP361931
76.	252324	Lot 23 DP361931
77.	252325	Lot 24 DP361931
78.	252326	Lot 25 DP361931
79.	252327	Lot 84 DP361931

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 signature]

Annexure Schedule

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

Easement

Dated 7 April 2006

Page 7 of 11 Pages

(Continue in additional Annexure Schedule, if required.)

80.	252328	Lot 85 DP361931
81.	252329	Lot 86 DP361931
82.	252330	Lot 87 DP361931
83.	252331	Lot 88 DP361931
84.	252332	Lot 89 DP361931
85.	252333	Lot 90 DP361931
86.	252334	Lot 91 DP361931
87.	252335	Lot 92 DP361931
88.	252336	Lot 93 DP361931
89.	252337	Lot 94 DP361931
90.	252338	Lot 95 DP361931
91.	252339	Lot 96 DP361931
92.	252340	Lot 97 DP361931
93.	252341	Lot 98 DP361931
94.	252342	Lot 99 DP361931
95.	252343	Lot 100 DP361931
96.	252344	Lot 101 DP361931
97.	252345	Lot 102 DP361931
98.	252346	Lot 103 DP361931
99.	252347	Lot 104 DP361931
100.	252348	Lot 105 DP361931
101.	252349	Lot 106 DP361931
102.	252350	Lot 107 DP361931

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 42.

Annexure Schedule



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

Easement

Dated 7 April 2006

Page 8 of 11 Pages

(Continue in additional Annexure Schedule, if required.)

103.	252351	Lot 108 DP361931
104.	252352	Lot 109 DP361931
105.	252353	Lot 110 DP361931
106.	252354	Lot 111 DP361931
107.	252355	Lot 112 DP361931
108.	252356	Lot 113 DP361931
109.	252357	Lot 114 DP361931
110.	252358	Lot 115 DP361931
111.	252359	Lot 118 DP361931
112.	252360	Lot 119 DP361931
113.	252361	Lot 120 DP361931
114.	252362	Lot 121 DP361931
115.	252363	Lot 122 DP361931
116.	252364	Lot 123 DP361931
117.	252365	Lot 124 DP361931
118.	252366	Lot 125 DP361931

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 signature/initials

Annexure Schedule



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

Easement

Dated

7 April 2006

Page

9

of

11

Pages

(Continue in additional Annexure Schedule, if required.)

Schedule 3 – The Covenants

1. The Grantor shall not use the Servient Lot for any purpose other than residential.
2. The Grantor shall not erect or place on the Servient Lot:
 - i. More than one residential unit.
 - ii. Any building other than a new building.
 - iii. Any building having less than 85m² of enclosed space, intended for residential use (excluding garage).
 - iv. Any building, fence or other structure of any height that will unduly interfere with the orderly development of the subdivision, and in particular the preservation of views that registered proprietors of other lots in the subdivision would otherwise be able to enjoy from any other residential unit erected, or to be erected, in the subdivision.
 - v. Any building, fence or other structure, which has not been approved in writing by the Grantee.
 - vi. Any building, which is not completely enclosed around its perimeter at ground level.
 - vii. For sections 18, 19, 20, 21, 22, 23, 24 and 25 any building exceeding 6.5 metres in height above the highest plane on the section equal in area to the proposed building footprint and the building may not extend further than 12 metres from the western boundary at such height.
 - viii. For sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 93, 94, 95 and 96 any building exceeding 8 metres in height above the highest plane on the section equal in area to the proposed building footprint; and
 - ix. For sections 84, 85, 86, 87, 88, 89, 90, 91, 92, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 118, 119, 120, 121, 122, 123, 124 and 125 any building exceeding 6.5 metres in height above the highest plane on the section equal in area to the proposed building footprint; and
3. The Grantor shall not erect more than one additional structure. This structure must:
 - i. Be ancillary to the residential unit;
 - ii. Have an enclosed area of more than 20m²; and
 - iii. Be constructed of the same materials and colour as the residential unit.

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

7 April 2006

Page

10

of

11

Pages

(Continue in additional Annexure Schedule, if required.)

4. The Grantor shall not erect fencing on the street frontage or fencing which exceeds 1.5 metres on side or back yards.
5. The Grantor shall not place on the Servient Lot a water tank which is not below ground level or which is not completely enclosed and concealed by or under the residential unit.
6. The Grantor shall not:
 - i. Use corrugated iron, second-hand or non-permanent materials in the construction or repair of buildings or fences.
 - ii. Construct a driveway or access, which is not of permanent material (such as concrete, concrete pavers, chip sealing or bitumen).
 - iii. Use metal roofing, which has not been factory pre-painted.
 - iv. The roof colours that are acceptable are Iron Sand, Bottle Green, Mid-Navy Blue.
7. The Grantor shall not remove any soil from the Servient Lot or change the contours of the land other than for the purpose of erection of a residential unit and then only to the extent that it is approved by the Grantee.
8. The Grantor shall not subdivide the Servient Lot in any way whether by freehold, cross lease, unit title, company lease, or any other method of subdivision.
9. With respect to the land, the Grantor shall:
 - i. Not bring on or allow to remain on Servient Lot any unregistered vehicle, equipment or machinery. All vehicles, equipment or machinery requiring a Heavy Vehicle License are prohibited.
 - ii. Not to erect or place any advertising sign or hoarding of a commercial nature on the Servient Lot.
 - iii. Not to bring on or allow remaining on the Servient Lot any rubbish or debris or vegetation, which is tall or unsightly.
 - iv. Not allow the use of temporary structures such as tents, caravans or vehicles for residential purposes except:
 - a. For a term of (3) weeks during any twelve month period.
 - b. During the months of December to April inclusive.

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 7 April 2006

Page 11 of 11 Pages

(Continue in additional Annexure Schedule, if required.)

10. The Grantor shall obtain a building consent from the council for the residential unit and erect such unit in accordance with the building consent and all applicable covenants, rules, requirements, laws and regulations.
11. For the purposes of satisfying clause 2.v. of these covenants, prior to obtaining a building consent and commencing construction the Grantor shall submit building plans to Edgewater Developers Limited for approval. Such approval shall not be unreasonably withheld where the building plans conform to the requirements of these covenants and the intentions of the Grantor and Grantee as expressed in the introduction to these covenants.
12. Once construction has commenced, subject to clause (vii) of the 30/03/2006 s221 Resource Management Act 1991 consent notice, the Grantor shall:
 - i. Continuously proceed with construction through to completion.
 - ii. Complete construction within 12 months after the date of construction commencement.
 - iii. Complete construction of driveways and landscaping within 18 months after the date of construction commencement.
13. The Grantor accepts that the improvement value by registered valuation shall be no less than \$150,000.00 (One hundred and fifty thousand dollars) and that figure will adjust with the CPI from the date of registration of these Covenants.
14. For as long as the Grantee manages unoccupied or unbuilt on sections, the Grantor shall pay the Grantee an annual maintenance fee (initially \$500 plus GST). The Grantor acknowledges that such maintenance shall be limited to grass cutting and picking up rubbish and payment shall be within 30 days of receipt of any invoice from the Grantee.
15. If the Grantor is in breach of any of the covenants, the Grantor will, upon written demand from the Grantee:
 - i. Remedy the breach or non-observance of the covenants.
 - ii. Pay to the Grantee an amount equal to 10% of the then Government valuation of the section for each calendar year or part thereof during which there shall be breach of non-observance of any of the Covenants. The Grantor will pay the specified amount within 30 days of receipt of any invoice.

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.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, TIMOTHY IAN MACKENZIE STOREY of Auckland, **HEREBY CERTIFY:**

1. **THAT** by Deed dated the 14th day of February 1996, I was appointed Attorney of **EDGEWATER DEVELOPERS LIMITED** on the terms and subject to the conditions set out in that Deed, a copy of which is deposited at the Land Titles Office (North Auckland) C.961915.1.
2. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment.

SIGNED at Auckland this 7th day of April 2006



.....