

Approved by Registrar-General of Land under No. 2007/6225

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

EI 8093654.9 Easement I

Land registration district

WELLINGTON



Cpy - 01/01, Pgs - 008, 27/03/09, 12:36



DocID: 212335122

Grantor

Surname(s) must be underlined or in CAPITALS.

WAITARERE RISE LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

WAITARERE RISE LIMITED

~~Grant of easement or profit à prendre or creation of 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 13 day of February 2009

Attestation

Executed by WAITARERE RISE LIMITED as Grantor by its directors

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

Executed by WAITARERE RISE LIMITED as Grantee by its directors

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

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

[]

Page

1

of

1

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)
See annexure schedule 1			

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

~~Easements or profits à prendre rights and powers (including terms, covenants, and conditions).~~

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

[Handwritten signatures and initials]

ANNEXURE SCHEDULE 1

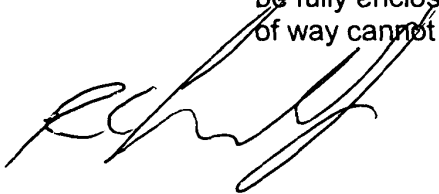
Purpose of covenant	Servient tenement	Dominant tenement
Building and subdivision covenants	411861 – 411864 inclusive	411861 – 411864 inclusive
	411933	411933
	411865	411865
	411935	411935
	411919	411919
	411866	411866
	411867	411867
	457941	457941
	457942	457942
	411868	411868
	411869	411869
	411936	411936
	411934	411934
	411870 – 411884 inclusive	411870 – 411884 inclusive
	411885 – 411889 inclusive	411885 – 411889 inclusive
	411921	411921
	411914	411914
	411915	411915
	411890 – 411893 inclusive	411890 – 411893 inclusive
	411903 – 411909 inclusive	411903 – 411909 inclusive
	411937	411937
	411938	411938
	411923 – 411925 inclusive	411923 – 411925 inclusive
	411931	411931
	411932	411932
	411910	411910
	411911	411911
	411930	411930
	411895	411895
	411916	411916
	411917	411917
	411918	411918
	411900	411900
	411901	411901
	411939	411939
	411912	411912
	411897	411897
	411898	411898
	411899	411899
	411894	411894
	411896	411896



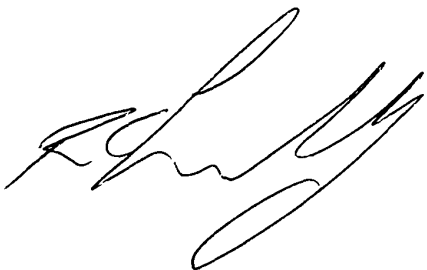

ANNEXURE SCHEDULE 2

1.

- (a) The Grantee will not erect or place on the property any building other than a single new residential home having a closed in floor area (exclusive of basement, carport or garage) of not less than 100m², excluding eaves and decks and a garage or other buildings as would usually be appurtenant or ancillary to a single dwelling house provided that such garage or other building can only be erected once the dwelling is first erected and such garage or other building shall be a design that is architecturally in keeping with the dwelling. The Grantee will not commence construction without first obtaining the written approval of the Grantor to the plans and specifications and the exterior design, colour and appearance of the proposed dwelling house, such approval to be at the Grantor's complete discretion.
- (b) Construction of the dwelling is to be completed within 9 months of commencement of laying foundations and within that 9 month period a driveway or vehicle access in a permanent continuous surface.
- (c) Lawns are to be laid and fences completed within a further period of 12 months. The curtilage is to be kept trimmed and tidy at all times.
- (d) The entire lot shall be kept tidy and free of debris.
- (e) The land is not to be occupied or used as a dwelling until the dwelling has been substantially completed in accordance with these covenants and the local authority consent.
- (f) The Grantee acknowledges and agrees with the Grantor that each lot in the subdivision forms part of a development which is intended to be established and maintained as a modern subdivision for private ownership and no commercial activity or usage principally for subsidised or communal housing shall be permitted.
- (g) Once construction of the dwelling has been substantially completed the Grantee will not allow to remain on the land any temporary dwelling, caravan, bus, 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 residences in the subdivision. No recreation or commercial vehicles or trailers are to be regularly parked on the street or footpath nor in front of the building line of the dwelling on the land.
- (h) No lot shall be further subdivided unless a 55 metre diameter circle can be fully enclosed within each new proposed lot. Areas subject to a right of way cannot be included in the 55 metre circle.



2. Once all the lots within the Grantor's subdivision have been built upon the Grantor shall not be responsible for administration of or compliance with these covenants.
3. If there should be any breach of non-observance of any of the foregoing covenants and without prejudice to any other liability which the Grantee may have to any person having the benefit of this covenant, should the Grantee not rectify the breach or non-observance of any of the foregoing covenants within 15 working days of the written demand being made by the Grantor or any of the registered proprietors of the Lots, then the Grantee will:
 - (a) pay to the person making such demands as liquidated damages the sum of \$200 per day for every day that such breach or non-observance continues after the date upon which written demand has been made together with any costs and expenses incurred by the Grantor or any registered proprietor to remedy the breach or non-observance;
 - (b) remove or cause to be removed from the land any secondhand or used dwelling house, garage, carport, building or other structure erected or place don the land in breach of non-observance of the foregoing covenants;
 - (c) cease any activity in breach of those covenants.

A large, stylized handwritten signature in black ink, located at the bottom left of the page.A smaller, stylized handwritten signature in black ink, located at the bottom right of the page.



Land Covenants

Page 1 of 1 pages

Surname must be underlined or in CAPITALS

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

HOROWHENUA DISTRICT COUNCIL

Encumbrance 7755815.1

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]

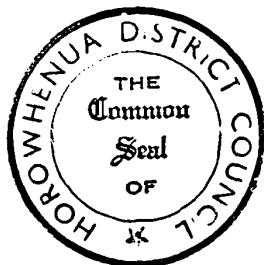
the Consensor hereby consents to:

registration of:

- (a) the instrument dated 13 February 2009 between Waitarere Rise Limited as both grantor and grantee creating restrictive building covenants.
- (b) the instrument dated 13 February 2009 between Waitarere Rise Limited as both grantor and grantee imposing a land covenant in respect of Lot 146.

Dated this 20 day of MARCH 2009

Attestation



Signed in my presence by the Consignor

Signature of Witness

~~Witness to complete in BLOCK letters (unless legibly printed)~~

Witness-name

Occupation CHIEF EXECUTIVE OFFICER

Address

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.