

CERTIFICATE OF TITLE



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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **220512**
Land Registration District **North Auckland**
Date Issued 12 December 2005

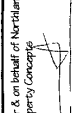
Prior References
194717

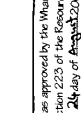
Estate Fee Simple
Area 1180 square metres more or less
Legal Description Lot 32 Deposited Plan 353982
Registered Owners
Broadie Trustee Limited

Interests

Subject to a right of way over parts marked A on DP 353982 and B on DP 347387 created by Conveyance 68143
Subject to a water right over part marked A DP 353982 created by Transfer B223481.1
Appurtenant hereto is a water supply right specified in Easement Certificate C309927.3
Appurtenant hereto is a right to drain stormwater created by Easement Instrument 5420462.5 - 2.12.2002 at 9:00 am
The easement created by Easement Instrument 5420462.5 is subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Easement Instrument 6454121.4 - 10.6.2005 at 9:00 am
Land Covenant in Easement Instrument 6685994.3 - 12.12.2005 at 9:00 am
Fencing Covenant in Easement Instrument 6685994.3 - 12.12.2005 at 9:00 am

Approvals

Approved for & on behalf of Northland District Council

 Property Concepts

Registered Owner(s)
 I hereby certify that this Plan was approved by the Whangarei District Council pursuant to Section 223 of the Resource Management Act 1991 on the 24th day of August 2005.
 Memorandum heron & subject to the Amalgamation Conditions set out hereon.
 Authorized Officer

 (RC)

Amalgamation Condition

That Lot 45 Heron (Legal Access) be held as to Three Undivided One-Third Shares by the Owner(s) of Lots 24, 25 & 26 Heron as Tenants in common in the said shares and that individual Certificates of Title be issued in accordance therewith.
 (See A 6344865)

That Lot 46 Heron (Legal Access) be held as to Two Undivided One-Half Shares by the Owner(s) of Lots 35 & 36 Heron as Tenants in common in the said shares and that individual Certificates of Title be issued in accordance therewith.
 (See A 6344865)

Memorandum of Easements in Gross

Purpose	Shown	Shown	Grantee
Right to Drain Water	(C)	(H)	Lot 30 Heron
	(I)	(J)	Lot 46 Heron
		(J)	Lot 35 Heron

Refer to additional sheets for Easement Schedules

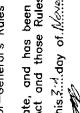
Class of Survey: Class 1

Total Area 2,741.51ha

Comprised in CT 194717 (all)

Christopher Gordon Krupp is a registered professional surveyor and practices as a licensed cadastral surveyor. He hereby certifies that the surveys to which this dataset relates are accurate, and were undertaken by me or under my direct supervision in accordance with the Cadastral Survey Act 2002 and the General Rules for Cadastral Survey 2002/71.

(a) This dataset is accurate, and has been created in accordance with that Act and those Rules.
 Dated at Whangarei on this 24th day of August 2005

Signature 
 Field Book p Traverse Book p
 Examined Correct
 Approved as to Survey by Land Information NZ on 15/11/2005
 Deposited by Land Information NZ on 15/11/2005

Existing Easements/Particulars

Purpose	Shown	Created By
Water Right	(A)	Lot 32 Heron
	(B)	Lot 31 Heron
	(C)	Lot 30 Heron
	(D)	Lot 29 Heron
	(E)	Lot 25 Heron
	(F)	Lot 24 Heron
	(G)	Lot 48 Heron

B 223481.1

New Cst Allocated

Lot 24 CT 220506 Lot 35 CT 220515
 Lot 25 CT 220506 Lot 36 CT 220516
 Lot 26 CT 220507 Lot 37 CT 220517
 Lot 28 CT 220508 Lot 38 CT 220518
 Lot 29 CT 220509 Lot 39 CT 220519
 Lot 30 CT 220510 Lot 40 CT 220520
 Lot 31 CT 220511 Lot 41 CT 220521
 Lot 32 CT 220512 Lot 42 CT 220522
 Lot 33 CT 220513 Lot 43 CT 220523
 Lot 34 CT 220514 Lot 44 CT 220524
 (1/3 share Lots 24 - 26)
 (1/3 share Lots 35 & 36)

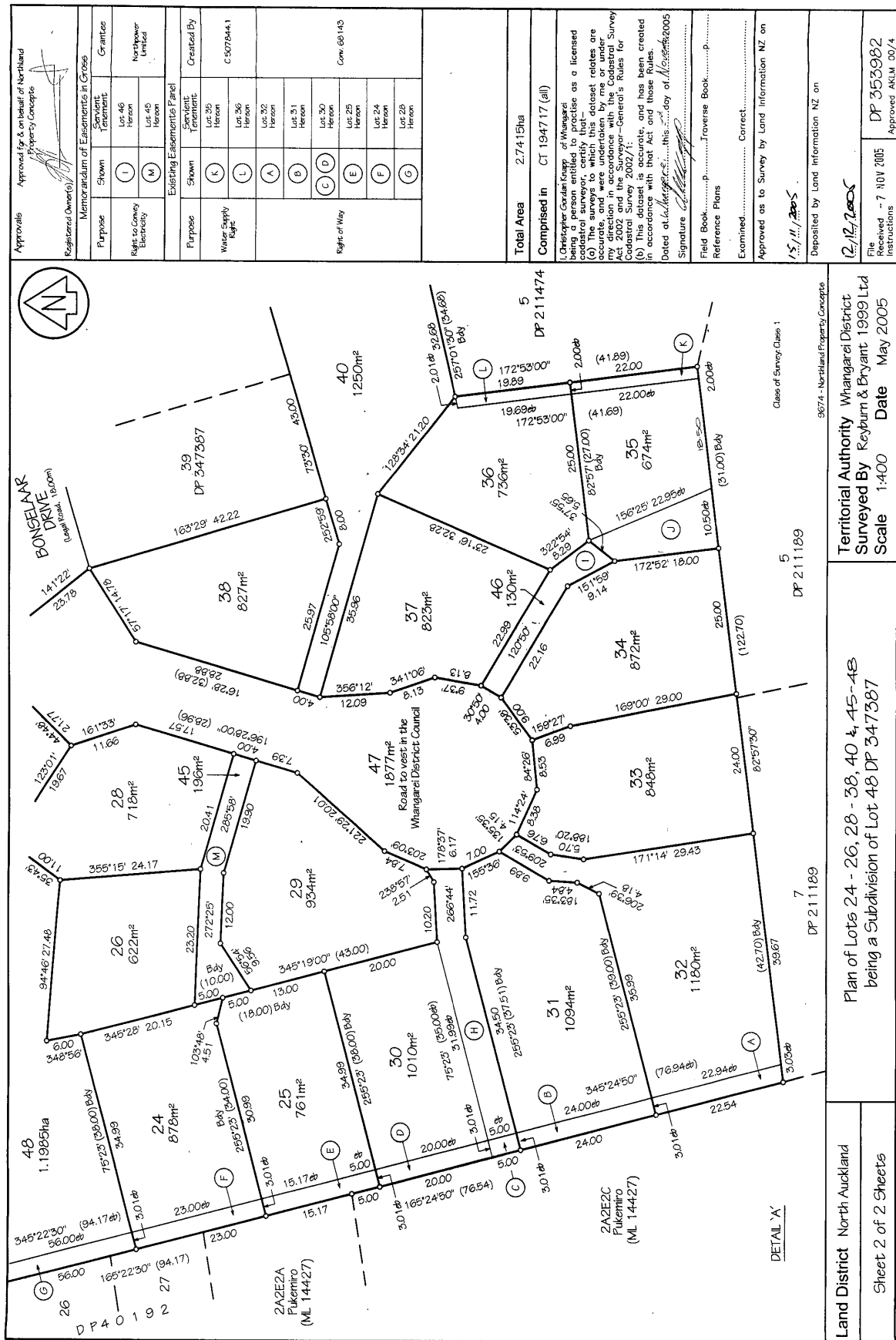
LT 353982 (Title Plan)
 Date of Issue 15/11/2005
 Date of Issue 15/11/2005

Plan of Lots 24 - 26, 28 - 38, 40 & 45-48
 being a Subdivision of Lot 48 DP 347387

Land District North Auckland

Sheet 1 of 2 Sheets

Territorial Authority Whangarei District
Surveyed By Kayburn & Bryant 1999 Ltd
Scale 1:800 Date May 2005



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

Land registration district

NORTH AUCKLAND



EI 6454121.4 Easement I

Cpy - 01/01, Pgs - 009, 10/08/06, 10:43



DocID: 311969879

Grantor

Surname(s) must be underlined or in CAPITALS.

NORTHLAND PROPERTY CONCEPTS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

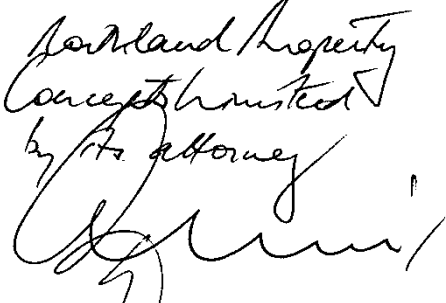
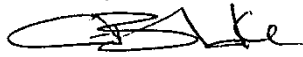
NORTHLAND PROPERTY CONCEPTS LIMITED

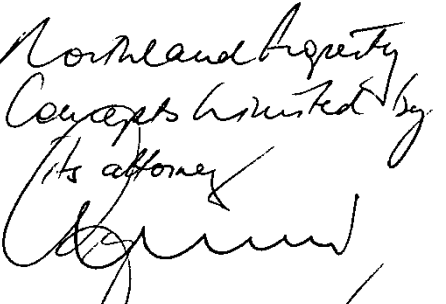
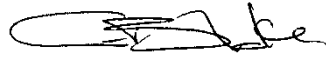
Grant* of easement or profit à prendre or creation or covenant

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).

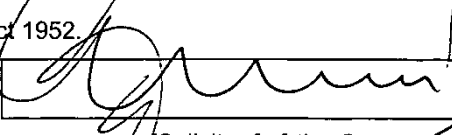
Dated this 27th day of May 2008

Attestation

 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 GAULENE JOAN BLAKE Occupation Secretary Address AUCKLAND.

 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 GAULENE JOAN BLAKE Occupation Secretary 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.

Annexure Schedule 1

Easement instrument

Dated

27 May 2005

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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 Covenants (refer Annexure Schedule 2)	DP347387	194702 194703 194704 194705 194706 194707	All Identifiers other than 194702 All Identifiers other than 194703 All Identifiers other than 194704 All Identifiers other than 194705 All Identifiers other than 194706 All Identifiers other than 194707

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

Annexure Schedule

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

Easement

Dated

27th May 2005

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(Continue in additional Annexure Schedule, if required.)

SCHEDULE A CONTINUED

Purpose of covenant	Shown (plan reference)	Sevient tenement (Identifier)	Dominant tenement (Identifier/CT or in gross)
Land Covenants refer Annexure Schedule 2)	DP347387	194708	All Identifiers other than 194708
		194709	All Identifiers other than 194709
		194710	All Identifiers other than 194710
		194711	All Identifiers other than 194711
		194712	All Identifiers other than 194712
		194713	All Identifiers other than 194713
		194714	All Identifiers other than 194714
		194715	All Identifiers other than 194715
		194717	All Identifiers other than 194717

The provisions applying to the specified covenants are:-

Definitions

1.1 In this Instrument

"Accessway" means Lot 43 on the Plan and includes any other Lot within the Subdivision the principal purpose of which is to serve as an accessway to another Lot and in respect of which the ownership of the Lot comprising the accessway is shared between two or more registered proprietors of Lots within the Subdivision.

"Identifiers" means the land contained and referred to in Identifiers 194702 to 194715 (inclusive) and Identifier 194717.

"Lot" means each of the Lots contained within each of the above Identifiers.

"Plan" means Deposited Plan 347387

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

27 May 2005

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(Continue in additional Annexure Schedule, if required.)

"Relevant Authority" means any Government, local, statutory or non statutory authority or body having jurisdiction over the subdivision.

"Subdivision" means the development of the land contained in Certificate of Title 91C/803 (North Auckland Registry) into residential lots.

"Instrument" means this Instrument creating Land Covenants.

Interpretation

In this Instrument

- 1.2 (a) Words and expressions denoting the singular shall include the plural and vice versa.
- (b) The expressions 'Grantor' and 'Grantee' include their respective successors and assigns.

2. Preamble

- 2.1 The Grantee is the registered proprietor of an estate in fee simple in the Land comprising the Subdivision and wishes that each of the Lots is bound by the Covenants set out in this Instrument for the purposes of ensuring a certain standard and quality of development of each of the Lots within the Subdivision for the benefit of the registered proprietors of all other Lots.

3. Covenants

- 3.1 The Grantor as registered proprietor of each of the servient tenements (Schedule A) for itself and its successors in title so as to bind each of the servient tenements for the benefit of each of the dominant tenements identified in Schedule A and the registered proprietors from time to time of such dominant tenements hereby covenants that the Grantor shall:-
- (a) Not commence construction of any dwelling prior to submitting and obtaining the approval of Northland Property Concepts Limited to the final building plans (which are intended to be submitted for a building consent) for the

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

Dated

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(Continue in additional Annexure Schedule, if required.)

dwelling which plans shall include full details of exterior colour schemes and finishes. The approval shall not be unreasonably withheld provided such building plans and accompanying information comply with the land covenants and are consistent with Northland Property Concepts Limited's intentions relative to the standard of the subdivision.

- (b) Not erect a dwelling with a floor area of less than 120 square metres (excluding garages, verandahs, porches and other accessory buildings) provided that Northland Property Concepts Limited may at its sole discretion consent to a lesser floor area in respect of any Lot with an area of less than 600 square metres.
- (c) Not erect any building other than a single private dwelling house designed for occupation as a single family home whether or not in conjunction with a secondary/minor Residential Unit pursuant to the District Plan of the Relevant Authority together with a garage and/or other domestic outbuildings customarily associated with a private dwelling house.
- (d) Not use as an external wall cladding other than for soffits and/or in association with applied textured finishes, fibrolite, plywood, metal sheeting, hardiplank or similar materials.
- (e) Ensure that the dwelling house comprises all exterior sheathing and finishing including exterior painting before it is occupied as a residence.
- (f) Not construct any roof other than with concrete or metal tiles or with long run colour steel or with such other product as Northland Property Concepts Limited may in its sole discretion approve.
- (g) Not construct any fence or part of any fence with sheet or panel steel, corrugated iron, untextured flat fibrolite, hardiflex, plywood or similar materials.
- (h) Ensure that the vehicle crossing and driveway serving the Lot are completed prior to occupation of the dwelling house and in a manner which is sympathetic with the Subdivision and otherwise in accordance with the requirements of the Relevant Authority.
- (i) Not permit any rubbish to accumulate or be placed upon the Lot or permit grass or weeds to exceed 100mm in height.

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.)

- (j) Not use or permit the Lot to be used for any trading or commercial purposes except as may be allowed as a permitted activity under the applicable zoning of the Lot by the Relevant Authority.
- (k) Not erect or place or permit or cause to be erected or placed upon the Lot any dwelling house other than a new dwelling.
- (l) Not erect or place or permit to be erected or placed upon the Lot any temporary structure, caravan, vehicle, tent, hut or shed to be used for human habitation (whether temporarily or otherwise) whilst erected or placed upon the Lot.
- (m) Not remove any soil from the Lot except as shall be necessary during the course of construction.
- (n) Not lodge any objection to any application for a Resource Consent in respect of the Subdivision or in respect of any adjoining land owned by Northland Property Concepts Limited or an associated entity of Northland Property Concepts Limited as long as such Resource Consent application relates to a residential development generally in accordance with the prevailing plan of the Relevant Authority.
- (o) Not subdivide the Lot (including by way of cross lease or unit title) or erect any flats or units on the Lot.
- (p) Not cut down, remove or permit to be cut down or removed any mature trees on the Lot without the prior written consent of Northland Property Concepts Limited. Where the pruning or removal of any such tree is reasonably necessary to enable a dwelling house to be constructed such approval shall not be unreasonably withheld.
- (q) Not keep on the Lot any animals other than domestic pets provided that Northland Property Concepts Limited may raise animals on any undeveloped part of the Subdivision.

3.2 If the Grantor is the registered proprietor of a share of a Lot being an Accessway shall in relation to that accessway be bound by and have the benefit of the Right of Way covenants contained in the Fourth Schedule of the Land Transfer Regulations 2002 (or any equivalent covenants in any re enactment of those regulations) as if the Accessway Lot was a Right of Way as described in those regulations together with the additional covenant set out in Schedule B and the Grantor and any other registered

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.

S

Annexure Schedule



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

Easement

Dated

27 May 2005

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(Continue in additional Annexure Schedule, if required.)

proprietor of a covenanting Lot with a share in an Accessway are all Grantors and Grantees in relation to their respective interests.

4. Rights and Powers

- 4.1 Should there be any breach or non-observance of the Covenants contained in this Instrument then without prejudice to any other liability which the Grantor may have to the Grantee or any other registered proprietor of a dominant tenement the Grantor shall within fourteen (14) days of written demand being made by the Grantee do or cause to be done at the Grantor's sole cost anything necessary to remedy any such breach.
- 4.2 In the event that the Grantor does not comply with clause 4.1 then the Grantor hereby irrevocably authorises the Grantee together with its employees and agents to enter and remain upon the relevant servient tenement to do anything necessary to remedy any breach at the Grantor's cost and without being liable for any damage or deterioration occasioned to the servient tenement in exercising such powers PROVIDED HOWEVER that the Grantee shall not be required or obliged to enforce all or any of the Covenants nor be liable to the Grantor for any breach thereof by any registered proprietor or occupier for the time being of any of the other Lots.
- 4.3 The Grantor shall be liable only in respect of the breach or non-observance of the Covenants whilst that Grantor is the registered proprietor of the servient tenement in respect of which such breach or non-observance has arisen.
- 4.4 Northland Property Concepts Limited may appoint an agent or representative for the purposes of considering and giving any consent or approval on its behalf pursuant to clause 3.1.

5. Fencing Covenant

- 5.1 The Grantor shall not call upon the original Grantee Northland Property Concepts Limited to pay for or contribute towards the cost of erection or maintenance of any boundary fence between any Lot of which the Grantor is the registered proprietor and any adjoining Lot or adjoining land owned by the original Grantee but this covenant shall not enure for the benefit of any subsequent registered proprietor of any such adjoining Lot or land.

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.

S

Annexure Schedule



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

Easement

Dated

27 May 2005

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(Continue in additional Annexure Schedule, if required.)

SCHEDULE B

For the purposes of clause 3.2 the maintenance provisions in the Fourth Schedule of the Land Transfer Regulations 2002 are deemed to be modified by adding the following subclause:-

- 11(5) Any maintenance, repair or replacement of an easement facility that is necessary because of any act or omission by either the Grantor or the Grantee (which includes any agent, employee, contractor, subcontractor or invitee of either of those parties) shall be carried out promptly by the Grantor or Grantee as the case may be at that person's sole cost.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, WILLIAM ROSS DEVITT of Auckland, Solicitor hereby certify:

1. That by Deed dated the 3rd day of April 2001 **NORTHLAND PROPERTY CONCEPTS LIMITED** at Auckland appointed me its attorney on the terms and subject to the conditions set out in the said Deed a copy of which Deed was deposited in the Land Transfer Office at Auckland on the 4th day of July 2001 under No. D618918.1
2. That at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **NORTHLAND PROPERTY CONCEPTS LIMITED** or otherwise.

SIGNED at Auckland this 27th day of May

2005

W R Devitt

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.

S

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

INSTRUMENT TO CREATE LAND COVENANTS

Page 9 of 9 pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

Pieter BONSELAAR and Tryntje Jacoba BONSELAAR

Mortgagee under Mortgage No. 6310084.3

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 Instrument creating Land Covenants

Dated this 2nd day of June 2005

Attestation

P. Bonselaaar
Tryntje Bonselaaar

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

MICHAEL J BADHAM
SOLICITOR

Address

WHANGAREI

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.

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 19

Land registration district

NORTH AUCKLAND



EI 6685994.3 Easemen

Cpy - 01/01, Pgs - 008, 12/12/05, 06:45



DocID: 312248699

Grantor

Surname(s) must be

NORTHLAND PROPERTY CONCEPTS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

NORTHLAND PROPERTY CONCEPTS 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 6th day of December 2005

Attestation

Northland Property Concepts Limited by its attorney

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 GAULENE JOAN BLAKE

Occupation Secretary

Address AUCKLAND

Northland Property Concepts Limited by its attorney

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 GAULENE JOAN BLAKE

Occupation Secretary

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

Ref Code: nor670/33(a) 7003 /1

Annexure Schedule 1

Easement instrument

Dated

6th December 2005

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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	DP353982	220505 220506 220507 220508 220509 220510 220511 220512 220513 220514 220515 220516 220517 220518	All Identifiers other than 220505 All Identifiers other than 220506 All Identifiers other than 220507 All Identifiers other than 220508 All Identifiers other than 220509 All Identifiers other than 220510 All Identifiers other than 220511 All Identifiers other than 220512 All Identifiers other than 220513 All Identifiers other than 220514 All Identifiers other than 220515 All Identifiers other than 220516 All Identifiers other than 220517 All Identifiers other than 220518

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

Annexure Schedule

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

Easement

Dated 6th December 2005

Page 2 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

SCHEDULE A CONTINUED

Purpose of Covenant	Shown (plan reference)	Servient tenement (Identifier)	Dominant tenement (Identifier/CT or in gross)
Land Covenants	DP353982	220519	All Identifiers other than 220519
	DP353982	220520	All Identifiers other than 220520

The provisions applying to the specified covenants are:-

Definitions and Interpretation

1.1 In this Instrument

"Accessway" means both Lot 45 and Lot 46 on the Plan.

"Identifiers" means the land contained and referred to in Identifiers 220505 to 220520 (inclusive).

"Instrument" means this Instrument creating Land Covenants.

"Lot" means each of the Lots contained within each of the above Identifiers.

"Plan" means Deposited Plan 353982.

"Relevant Authority" means any Government, local, statutory or non statutory authority or body having jurisdiction over the Subdivision.

"Subdivision" means the development of the land contained in Identifier 194717 (North Auckland Registry) into residential lots.

1.2 In this Instrument

(a) Words and expressions denoting the singular shall include the plural and vice versa.

(b) The expressions "Grantor" and "Grantee" include their respective successors in title and assigns.

2. Preamble

2.1 The Grantee is the registered proprietor of an estate in fee simple in the Land comprising the Subdivision which is a further stage of the subdivision already undertaken and currently being

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

6th December 2008

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(Continue in additional Annexure Schedule, if required.)

undertaken by the Grantee in respect of all of the land formerly contained in Certificate of Title 91C/803 (North Auckland Registry) and the Grantee wishes that each of the Lots is bound by the Covenants set out in this Instrument for the purposes of ensuring a certain standard and quality of development of each of the Lots for the benefit of the registered proprietors of all other Lots.

3. Covenants

3.1 The Grantor as registered proprietor of each of the servient tenements (Schedule A) for itself and its successors in title so as to bind each of the servient tenements for the benefit of each of the dominant tenements (Schedule A) and the registered proprietors from time to time of such dominant tenements hereby covenants that the Grantor shall:-

- (a) Not commence construction of any dwelling prior to submitting and obtaining the approval of Northland Property Concepts Limited to the final building plans (which are intended to be submitted for a building consent) for the dwelling which plans shall include full details of exterior colour schemes and finishes. The approval shall not be unreasonably withheld provided such building plans and accompanying information comply with these land covenants and are consistent with Northland Property Concepts Limited's intentions relative to the standard of the Subdivision.
- (b) Not erect a dwelling with a floor area of less than 120 square metres (excluding garages, verandas, porches and other accessory buildings) provided that Northland Property Concepts Limited may at its sole discretion consent to a lesser floor area in respect of any Lot with an area of less than 600 square metres.
- (c) Not erect any building other than a single private dwelling house designed for occupation as a single family home whether or not in conjunction with a secondary/minor Residential Unit pursuant to the District Plan of the Relevant Authority together with a garage and/or other domestic outbuildings customarily associated with a private dwelling house.
- (d) Not use as an external wall cladding other than for soffits and/or in association with applied textured finishes, fibrolite, plywood, metal sheeting, hardiplank or similar materials.
- (e) Ensure that the dwelling house comprises all exterior sheathing and finishing including exterior painting before it is occupied as a residence.
- (f) Not construct any roof other than with concrete or metal tiles or with long run colour steel or with such other products as Northland Property Concepts Limited may in its sole discretion approve.
- (g) Not construct any fence or part of any fence with sheet or panel steel, corrugated iron, untextured flat fibrolite, hardiflex, plywood or similar materials.

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

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(Continue in additional Annexure Schedule, if required.)

- (h) Ensure that the vehicle crossing and driveway serving the Lot are completed prior to occupation of the dwelling house and in a manner which is sympathetic with the Subdivision and otherwise in accordance with the requirements of the Relevant Authority.
- (i) Not permit any rubbish to accumulate or be placed upon the Lot or permit grass or weeds to exceed 100mm in height.
- (j) Not use or permit the Lot to be used for any trading or commercial purposes except as may be allowed as a permitted activity under the applicable zoning of the Lot by the Relevant Authority.
- (k) Not erect or place or permit or cause to be erected or placed upon the Lot any dwelling house other than a new dwelling.
- (l) Not erect or place or permit to be erected or placed upon the Lot any temporary structure, caravan, vehicle, tent, hut or shed to be used for human habitation (whether temporarily or otherwise) whilst erected or placed upon the Lot.
- (m) Not remove any soil from the Lot except as shall be necessary during the course of construction.
- (n) Not lodge any objection to any application for a Resource Consent in respect of the Subdivision or in respect of any adjoining land owned by Northland Property Concepts Limited or an associated entity of Northland Property Concepts Limited as long as such Resource Consent application relates to a residential development generally in accordance with the prevailing plan of the Relevant Authority.
- (o) Not subdivide the Lot (including by way of cross lease or unit title) or erect any flats or units on the Lot.
- (p) Not cut down, remove or permit to be cut down or removed any mature trees on the Lot without the prior written consent of Northland Property Concepts Limited. Where the pruning or removal of any such tree is reasonably necessary to enable a dwelling house to be constructed such approval shall not be unreasonably withheld.
- (q) Not keep on the Lot any animals other than domestic pets provided that Northland Property Concepts Limited may graze animals on any land adjoining the Subdivision which it owns.

3.2 If the Grantor is the registered proprietor of a share of a Lot being an Accessway the Grantor shall in relation to that Accessway be bound by and have the benefit of the Right of Way

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Annexure Schedule



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

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Dated

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(Continue in additional Annexure Schedule, if required.)

covenants contained in the Fourth Schedule of the Land Transfer Regulations 2002 (or any equivalent covenants in any re enactment of those regulations) as if the Accessway Lot was a Right of Way as described in those regulations together with the additional covenant set out in Schedule B and the Grantor and any other registered proprietor of a covenanting Lot with a share in an Accessway are all Grantors and Grantees in relation to their respective interests.

4. Rights and Powers

- 4.1 Should there be any breach or non-observance of the Covenants contained in this Instrument then without prejudice to any other liability which the Grantor may have to the Grantee or any other registered proprietor of a dominant tenement the Grantor shall within fourteen (14) days of written demand being made by the Grantee do or cause to be done at the Grantor's sole cost anything necessary to remedy any such breach.
- 4.2 In the event that the Grantor does not comply with clause 4.1 then the Grantor hereby irrevocably authorises the Grantee together with its employees and agents to enter and remain upon the relevant servient tenement to do anything necessary to remedy any breach at the Grantor's cost and without being liable for any damage or deterioration occasioned to the servient tenement in exercising such powers PROVIDED HOWEVER that the Grantee shall not be required or obliged to enforce all or any of the Covenants nor be liable to the Grantor for any breach thereof by any registered proprietor or occupier for the time being of any of the other Lots.
- 4.3 The Grantor shall be liable only in respect of the breach or non-observance of the Covenants whilst that Grantor is the registered proprietor of the servient tenement in respect of which such breach or non-observance has arisen.
- 4.4 Northland Property Concepts Limited may appoint an agent or representative for the purposes of considering and giving any consent or approval on its behalf pursuant to clause 3.1.

5. Fencing Covenant

- 5.1 The Grantor shall not call upon the original Grantee Northland Property Concepts Limited to pay for or contribute towards the cost of erection or maintenance of any boundary fence between any Lot of which the Grantor is the registered proprietor and any adjoining Lot or adjoining land owned by the original Grantee but this covenant shall not enure for the benefit of any subsequent registered proprietor of any such adjoining Lot or land.

SCHEDULE B

For the purposes of clause 3.2 the maintenance provisions in the Fourth Schedule of the Land Transfer Regulations 2002 are deemed to be modified by adding the following subclause:-

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

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(Continue in additional Annexure Schedule, if required.)

- 11(5) Any maintenance, repair or replacement of an easement facility that is necessary because of any act or omission by either the Grantor or the Grantee (which includes any agent, employee, contractor, subcontractor, tenant or invitee of either of those parties) shall be carried out promptly by the Grantor or Grantee as the case may be at that person's sole cost.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, WILLIAM ROSS DEVITT of Auckland, Solicitor hereby certify:

1. That by Deed dated the 3rd day of April 2001 **NORTHLAND PROPERTY CONCEPTS LIMITED** at Auckland appointed me its attorney on the terms and subject to the conditions set out in the said Deed a copy of which Deed was deposited in the Land Transfer Office at Auckland on the 4th day of July 2001 under No. D618918.1.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **NORTHLAND PROPERTY CONCEPTS LIMITED** or otherwise.


SIGNED at Auckland this

6th

day of

December

2005



W R Devitt

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 - 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.)

Pieter BONSELAAR and Tryntje Jacoba BONSELAAR

Mortgagees pursuant to Mortgage 6310084.3

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 90E(3)

~~Section~~ of the Land Transfer Act

Act 1952 1

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

the Consentor hereby consents to:

The registration of the attached Easement Instrument creating Land Covenants

Dated this 8th day of December 2005

Attestation

Pieter Bonselaa
J. Bonselaa

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

MICHAEL J BADHAM

Occupation

SOLICITOR

Address

WHANGAREI

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.

Ref Code: nor670/33(c) 7029 /1

STATEMENT OF PASSING OVER

This document has been supplied in good faith. OWN Real Estate (Powered by Ownly Limited, Licensed REAA 2008) is merely passing over this information as supplied to us. We cannot guarantee its accuracy as we have not checked, audited, or reviewed the information and all intending purchasers are advised to seek your own advice as to the information contained in this document. To the maximum extent permitted by law we do not accept any responsibility to any party for the accuracy or use of the information herein.