

# 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** **931816**  
**Land Registration District** **North Auckland**  
**Date Issued** 24 March 2021

**Prior References**  
517163

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**Estate** Fee Simple  
**Area** 2971 square metres more or less  
**Legal Description** Lot 5 Deposited Plan 546886  
**Registered Owners**  
GJMJ Homes Limited

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**Estate** Fee Simple - 1/8 share  
**Area** 942 square metres more or less  
**Legal Description** Lot 100 Deposited Plan 546886  
**Registered Owners**  
GJMJ Homes Limited

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**Interests**

8567615.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 14.10.2010 at 10:47 am

Subject to Section 241(2) Resource Management Act 1991 (see DP 546886)

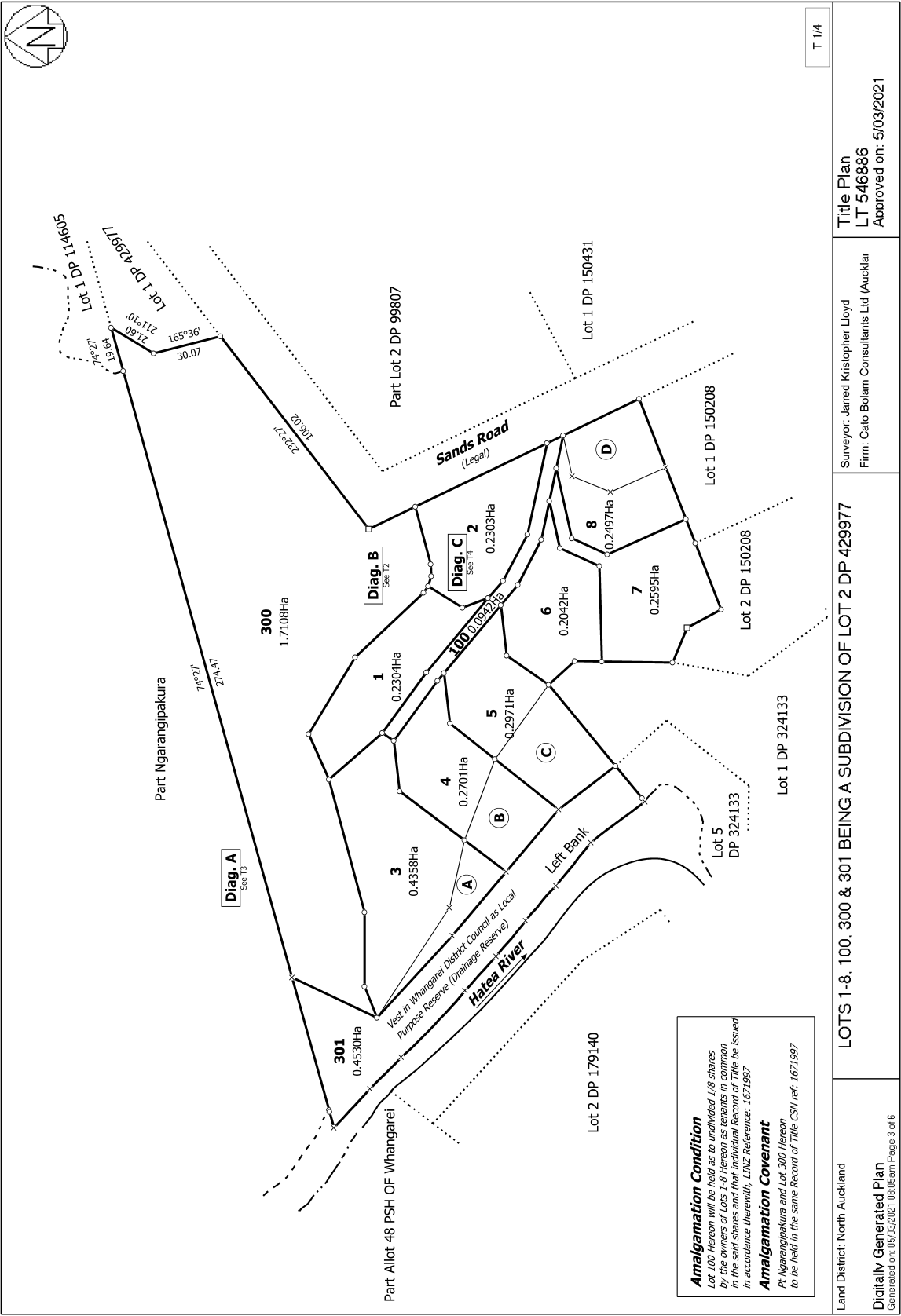
12045418.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 24.3.2021 at 6:08 pm (affects Lot 5 DP 546886)

Subject to a right (in gross) to convey electricity and telecommunications over Lot 100 DP 546886 in favour of

Northpower Limited and Northpower Fibre Limited created by Easement Instrument 12045418.6 - 24.3.2021 at 6:08 pm

The easements created by Easement Instrument 12045418.6 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Covenant Instrument 12045418.7 - 24.3.2021 at 6:08 pm (affects Lot 5 DP 546886)



# View Instrument Details



**Instrument No** 12045418.6  
**Status** Registered  
**Date & Time Lodged** 24 March 2021 18:08  
**Lodged By** Roberts, Lisa Janine  
**Instrument Type** Easement Instrument



| Affected Records of Title | Land District  |
|---------------------------|----------------|
| 931812                    | North Auckland |
| 931813                    | North Auckland |
| 931814                    | North Auckland |
| 931815                    | North Auckland |
| 931816                    | North Auckland |
| 931817                    | North Auckland |
| 931818                    | North Auckland |
| 931819                    | North Auckland |

**Annexure Schedule** Contains 6 Pages.

## Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Lisa Janine Roberts as Grantor Representative on 24/03/2021 06:05 PM

## Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Lisa Janine Roberts as Grantee Representative on 24/03/2021 06:05 PM

\*\*\* End of Report \*\*\*

**Easement instrument to grant easement or *profit à prendre***

(Sections 109 Land Transfer Act 2017)

**Grantor****JESSIE TRUST HOLDINGS LIMITED and CR JESSIE TRUSTEE LIMITED****Grantees****Northpower Limited and Northpower Fibre Limited****Grant of Easement or *Profit à prendre***

**The Grantor** being the registered owner of the Burdened Land set out in Schedule A **grants to the Grantees** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A***Continue in additional Annexure Schedule, if required*

| Purpose Easement or <i>profit</i>                  | Shown (plan reference) | Burdened Land (Record of Title)                                    | Benefited Land (Record of Title) or in gross |
|----------------------------------------------------|------------------------|--------------------------------------------------------------------|----------------------------------------------|
| Right to convey electricity and telecommunications | Lot 100 on DP 546886   | Lot 100 DP 546886 (being comprised in RTs 931812-931819 inclusive) | In Gross                                     |

**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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby **substituted** by: the provisions set out in the Annexure Schedule

## EASEMENT INSTRUMENT ANNEXURE SCHEDULE

### 1. DEFINITIONS

1.1 In this instrument unless the context indicates otherwise:

**"Easement Area"** means those parts of the Land referred to in Schedule A as being subject to a right to convey electricity and a right to convey Telecommunications;

**"Electrical Works"** means the Works, Electrical Installations, Electrical Appliances, Fittings and Associated Equipment, as those terms are defined in the Electricity Act 1992, presently fixed or installed on, over or under the Easement Area, or to be fixed or installed on, over or under the Easement Area in substitution, addition or replacement for them, whether of the same, smaller or larger dimensions or capacity;

**"Emergency Situation"** means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity or telecommunications;

**"Grantees"** means Northpower Limited, Northpower Fibre Limited and their successors, transferees and assigns;

**"Grantees' Authorised Persons"** means the Grantees' subsidiary and related companies, and the agents, employees, contractors, lessees, licensees, representatives and invitees of the Grantees and the Grantees' subsidiary and related companies;

**"Grantor"** means the registered owner of the Land and includes their heirs, executors, administrators and assigns;

**"Land"** is the land owned by the Grantor described in Schedule A;

**"Burdened Land"** means the Burdened Land as set out in Schedule A;

**"Telecommunications"** means the conveyance, transmission, emission or reception by electromagnetic means from one device to another of any encrypted or non-encrypted sign, signal, impulse, writing, image, sound, instruction, information, or intelligence of any nature, whether for the information of any person using the device or not (and for the avoidance of doubt, includes any conveyance that constitutes broadcasting);

**"Telecommunications Works"** means any cables, ducts, wires or conductors of any other kind (including, without limit, fibre optic cables) used or intended to be used for the transmission or reception of Telecommunications and any instrument, furniture, plant, office, building, machinery, engine, excavation, or work, of whatever description, used in relation to, or in any way connected with those cables, ducts, wires or conductors presently fixed or installed on, over or under the Easement Area, or to be fixed or installed on, over or under the Easement Area in substitution, addition or replacement for them, whether of the same smaller or larger dimensions or capacity;

**"Works Owner(s)"** means the Grantees, the Grantees' subsidiary and related companies, or any other person(s) the Grantees authorise to install Electrical Works or Telecommunications Works, and includes such person(s) as they may transfer ownership to.

## **2. GRANT OF ELECTRICITY AND TELECOMMUNICATIONS EASEMENTS**

**2.1** The Grantor grants to the Grantees, as easements in gross forever, the rights to:

**2.1.1** convey, reticulate, convert, transform, transmit, supply and use electrical energy and power by means of the Electrical Works; and

**2.1.2** convey, reticulate, convert, transform, transmit, supply and use Telecommunications, by means of the Telecommunications Works, in each case without obstruction or interruption, and in any quantity.

**2.2** The Grantees and the Grantees' Authorised Persons have the right, subject to clause 3, to enter and remain on the Easement Area, and any other parts of the Land as are reasonably necessary, with or without tools, plant, equipment and vehicles to do the following work:

**2.2.1** To construct, install and lay the Electrical Works and/or Telecommunications Works on, over or under the Easement Area, at a depth or height and along a line determined by the Grantees;

**2.2.2** To inspect, maintain, repair, dig up, alter, upgrade, enlarge, renew, relocate, replace or remove those Electrical Works and/or Telecommunications Works; and

**2.2.3** To open up the soil of the Easement Area and make any access way, cuttings, fillings, grades, batters or trenches and to re-open the same and generally to do and perform such acts or things upon the Land and/or Works Area as may be necessary or desirable (or incidental thereto) and to do anything else in the full exercise of the rights granted under this instrument.

**2.2.4** For the avoidance of doubt, the Grantor's consent shall be deemed for the purposes of clause 10(1)(b) of Schedule 5 of the Land Transfer Regulations 2018 by virtue of this easement).

## **3. ACCESS**

**3.1** The Grantees must, before exercising the right of entry in clause 2.2:

**3.1.1** Make reasonable efforts to identify the Grantor or the Land occupier;

**3.1.2** Give reasonable notice to the Grantor or the Land occupier of the Grantees' intention to enter the Land, except in an Emergency Situation when prior notice is not required and for the avoidance of doubt, clause 12(2) of Schedule 5 the Land Transfer Regulations 2018 does not apply;

**3.1.3** Identify the work they intend to carry out.

The Grantees are not required by reason of the obligations in this clause to delay entry onto the Land from the date notified.

**3.2** The Grantees, in entering the Land, will take reasonable steps to minimise inconvenience to the Grantor or the Land occupier, including:

**3.2.1** Liaising with the Grantor to arrange a suitable time of entry to the Easement Area (unless this is not possible due to an Emergency Situation);

**3.2.2** Leaving gates as they are found (if applicable);

**3.2.3** Driving in a safe manner and taking reasonable steps not to disturb stock; and

**3.2.4** Avoiding access through specific areas identified by the Grantor unless necessary to access the Electrical Works and Telecommunications Works.

The Grantees are not required to delay entry onto the Land or to pay any money or other consideration to the Grantor or any occupier of the Land by reason of the obligations in this clause.

**3.3** When accessing the Easement Area, the Grantees will:

- 3.3.1** Complete the Electrical Works and Telecommunications Works as soon as possible with as little damage as possible to the Land and any vegetation, fences or improvements on it; and
- 3.3.2** Use all reasonable endeavours to repair and make good all damage caused to the Land by the Grantees or the Grantees' Authorised Persons as a result of carrying out the Electrical Works and Telecommunications Works.

**4. OWNERSHIP**

Ownership of the Electrical Works and Telecommunications Works will at all times be vested in the Works Owner(s) and no part of the Electrical Works or Telecommunications Works will become a fixture on the Burdened Land or in any building on the Burdened Land. No person, company, or other party has an interest in the Electrical Works and Telecommunications Works by reason only of having an interest in the Land.

**5. GRANTOR'S OBLIGATIONS****5.1** The Grantor will not, without the prior written permission of the Grantees (which will not be unreasonably withheld):

- 5.1.1** On the Easement Area or within the minimum distance from the Electrical Works and Telecommunications Works as advised by the Grantee from time to time (having regard to the relevant codes of practice and statutory or regulatory requirements applicable from time to time) do or allow the following:
  - (a) construction of any fencing or walls;
  - (b) placement of any buildings or structures;
  - (c) carrying out any earthworks or stockpiling;
  - (d) removal of any soil, substance or material;
  - (e) establishment of any trees, or other vegetation that can cause interference or restrict access;
- 5.1.2** Construct or permit the construction of any roads or driveways on the Easement Area except where the easement is over an access or right of way already in existence or created at the time of registration of this easement;
- 5.1.3** Do or allow anything to be done which would interrupt or restrict the transmission of electrical energy or Telecommunications or interfere with or affect the other rights of the Grantees under this easement;
- 5.1.4** Impede the Grantees' access over the Land or the Easement Area to the Electrical Works and Telecommunications Works.

**5.2** The Grantor may put up fencing or gates on any part of the Easement Area as long as:

- 5.2.1** The Grantor first notifies the Grantees of this intention;
- 5.2.2** Before the Grantor erects the gates or fences, the Grantees have marked the location of the Electrical Works and Telecommunications Works; and
- 5.2.3** If in the reasonable opinion of the Grantees, the design or location of any proposed fence or gate may interfere with the operation of the Electrical Works and/or the Telecommunications Works, the Grantee may prescribe the height, material used and/or location of the fence or gate.

**5.3** The Grantor must not knowingly cause or permit (or omit to do any act or thing that causes) flooding of the Easement Area.**5.4** In the event of any breach by the Grantor of its covenants under clauses 5.1, 5.2 or 5.3, the Grantees may give the Grantor written notice of any failure to comply with the



requirements and specify what is required to remedy such failure and a timeframe for doing so. If the Grantor fails to remedy such failure within the time frame specified in the notice, the Grantees may at all times at the Grantor's reasonable cost and at the Grantor's risk, remove any natural or cultivated vegetation or improvement which will interfere with the rights granted by this instrument.

## **6. HEALTH AND SAFETY**

- 6.1** The Grantees acknowledge that they have responsibilities as a 'person conducting a business or undertaking' under the Health and Safety at Work Act 2015 (*HSAWA*), including under any applicable regulations and approved codes of practice relevant to the HSAWA.
- 6.2** When exercising its rights under this easement, the Grantees shall at all times comply with their health and safety obligations under the HSAWA and at law generally.
- 6.3** If the Grantor is also a 'person conducting a business or undertaking' because it conducts a business or undertaking on the Land, the Grantor acknowledges that it also has responsibilities under the HSAWA.
- 6.4** The parties agree that:
  - 6.4.1** the Grantor will inform the Grantees or the Grantees' Authorised Persons of the Grantor's reasonable rules or procedures regarding health and safety of persons on the Land prior to their entry;
  - 6.4.2** the Grantor shall comply with the Grantees' health and safety policies and procedures in relation to the Easement Area, the Electricity Works and Telecommunications Works; and
  - 6.4.3** the Grantor and Grantees shall comply with and use all reasonable endeavours to ensure their visitors comply with all health and safety signs, notices, policies and instructions issued or displayed on or at the Land.

## **7. MAINTENANCE**

The Grantees are responsible for maintaining the Electrical Works and Telecommunications Works in the Easement Area so that they do not become a nuisance or a danger, provided that notwithstanding any other provision of this easement, if any maintenance, repair or replacement of the Equipment or any part of the Equipment, is necessary because of any act or omission, neglect or fault of the Grantor (including any tenant, licensee, employee, invitee, contractor or agent of the Grantor), then the Grantor shall be responsible for the whole cost of any such maintenance, repair or replacement.

## **8. NO POWER TO TERMINATE**

There is no implied power in this instrument for the Grantor to terminate the easement rights due to the Grantees breaching any term of this instrument or for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

**9. LICENCE AND ASSIGNMENT**

- 9.1** The Grantees may assign, transfer, lease, licence or otherwise grant or permit the use of all or any part of their rights, obligations and interests under this instrument without needing to obtain the Grantor's consent. The Grantor will if requested to do so by the Grantees sign such documents and obtain such consents as are required to enable registration of a transfer or assignment of part or all of a Grantee's interest under this instrument against the Record of Title(s) for the Land. The Grantees must reimburse the Grantor for the reasonable legal fees incurred by the Grantor when complying with the Grantor's obligations under this clause.
- 9.2** The liability of a Grantee under this instrument is limited to obligations and liabilities arising while that Grantee is the registered owner of the benefit of this easement, and ceases (except for any obligation or liability which has arisen during their time as registered Grantee) upon registration of any transfer or assignment of their interest as Grantee.
- 9.3** If at any time there is more than one Grantee, their liability to the Grantor shall be joint and several.

**10. STATUTORY PROVISIONS**

The easement rights are in substitution for those set out in Schedule 5 to the Land Transfer Regulations 2018, but otherwise this easement does not affect any statutory powers which the Grantees may have. The terms contained in this instrument shall be subject to and do not derogate from the rights and powers of the Grantee under any contract for the supply of electricity or the Electricity Act 1992.

**11. DISPUTES**

If any dispute arises between the Grantor and Grantees about the rights in this instrument which cannot be resolved by negotiation, the parties must submit at the request of either party to the arbitration of an independent arbitrator. This arbitrator is to be appointed jointly by the parties, and if they cannot agree on one within 14 days, to be appointed by the President for the time being of the branch of the New Zealand Law Society where the Land is situated. The arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any statute which replaces it. The parties' execution of this instrument is to be treated as a submission to arbitration.

# View Instrument Details



**Instrument No** 12045418.7  
**Status** Registered  
**Date & Time Lodged** 24 March 2021 18:08  
**Lodged By** Roberts, Lisa Janine  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



| Affected Records of Title | Land District  |
|---------------------------|----------------|
| 931812                    | North Auckland |
| 931813                    | North Auckland |
| 931814                    | North Auckland |
| 931815                    | North Auckland |
| 931816                    | North Auckland |
| 931817                    | North Auckland |
| 931818                    | North Auckland |
| 931819                    | North Auckland |

**Annexure Schedule** Contains 10 Pages.

## Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Lisa Janine Roberts as Covenantor Representative on 18/02/2021 06:46 PM

## Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Lisa Janine Roberts as Covenantee Representative on 18/02/2021 06:47 PM

\*\*\* End of Report \*\*\*

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**Form 26**

**Covenant Instrument to note land covenant**

(Section 116(1)(a) & (b) Land Transfer Act 2017)

**Covenantor**

**JESSIE TRUST HOLDINGS LIMITED and C R JESSIE TRUSTEE LIMITED**

**Covenantee**

**JESSIE TRUST HOLDINGS LIMITED and C R JESSIE TRUSTEE LIMITED**

**Grant of Covenant**

**The Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

**Schedule A**  
*required*

*Continue in additional Annexure Schedule, if*

| Purpose of covenant    | Shown (plan reference) | Burdened Land<br>(Record of Title) | Benefited Land<br>(Record of Title) or in<br>gross |
|------------------------|------------------------|------------------------------------|----------------------------------------------------|
| See Annexure Schedules |                        | See Annexure Schedules             | See Annexure Schedules                             |

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**Covenant rights and powers (including terms, covenants and conditions)**

*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 209 of the Land Transfer Act 2017].

Annexure Schedules attached

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Annexure Schedule

Page 1 of

Pages

Insert instrument type

Covenant Instrument

Continue in additional Annexure Schedule, if required

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BACKGROUND</b>                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| A.                                   | The Covenantor is registered as proprietor of the estate described in the First Schedule ("Burdened Land").                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| B.                                   | The Covenantee is registered as proprietor of the estates described in the Second Schedule ("Benefited Land").                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| C.                                   | The Covenantor has agreed with the Covenantee to accept restrictions upon the Burdened Land for the benefit of the Benefited Land.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>COVENANTS</b>                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1.                                   | The Covenantor for itself and its successors in title to the Burdened Land hereby covenants and agrees with the Covenantee and its successors in title to the Benefited Land, that the Covenantor will henceforth and at all times hereafter observe and perform the stipulations and restrictions contained in the Third Schedule to the end and intent that each of the stipulations and restrictions other than clauses A6 and A8 of the Third Schedule shall, in the manner and to the extent prescribed, ensure for the benefit of, and be appurtenant to, the whole of the Benefited Land and every part thereof until 31 December 2035. |
| 2.                                   | The provisions of clauses A6 and A8 of the Third Schedule shall expire at the end of the time periods set out therein.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3.                                   | This Instrument shall be registered against the estate described in the First Schedule by the Covenantor forthwith following execution, and the provisions of this Instrument shall run in favour of the registered proprietor of the Benefited Land or any part thereof from time to time until 31 December 2035 or as otherwise set out in the Third Schedule.                                                                                                                                                                                                                                                                               |
| <b>DEFINITION AND INTERPRETATION</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| "Approver"                           | <b>Jessie Trust</b> as developer of the Subdivision and includes any party appointed by the Approver by deed or otherwise to carry out any approval process as required by the provisions of the Third Schedule of this Instrument.                                                                                                                                                                                                                                                                                                                                                                                                            |
| "Brothel"                            | Brothel, Business of Prostitution, Commercial Sexual Services, Prostitution, and Small Owner Operated Brothel all have the meanings as ascribed in the Prostitution Reform Act;                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| "Covenants"                          | the terms conditions and covenants set out in Parts A and B of the Third Schedule of this Instrument                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| "Dwelling House"                     | a new single private dwelling house and for the avoidance of doubt:<br><br>(a) a Dwelling House may include a minor residential unit as that term is defined by the District Plan of the Relevant Authority; and<br><br>(b) a Dwelling House may include an area for home occupation as that term is defined by the District Plan of the Relevant Authority.                                                                                                                                                                                                                                                                                   |

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Annexure Schedule

Page 2 of

Pages

*Insert instrument type*

**Covenant Instrument**

*Continue in additional Annexure Schedule, if required*

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Front Yard"                    | that part of the Lot which is in front of the Dwelling House and;<br>(a) in the case of a Lot with frontage to a road, between the front of the Dwelling House and the front boundary of the Lot with the road; and<br>(b) in the case of a Lot with frontage to a common owned access way, between the front of the Dwelling House and the front boundary of the Lot with the common owned access way.                                                                                                                            |
| "Lots"                          | each of the Lots contained within each of the unique identifiers referred to in the First Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                |
| "Minimum Size"                  | for all Lots a Dwelling House of not less than 100m <sup>2</sup> in gross floor area but excluding any internal garage, minor residential unit, decks, verandas, patios, pergolas or other freestanding structures.                                                                                                                                                                                                                                                                                                                |
| "Prohibited Building Materials" | any:<br>(a) second hand or recycled building materials without prior consent from Approver;<br>(b) corrugated iron roofing;<br>(c) unfinished or flat fibrolite or other similar cladding materials; and<br>(d) zincalume or other corrugated iron or similar metal materials as part of the exterior walls of the Dwelling House however, for the avoidance of doubt pre factory coated long run roofing materials such as, but by way of example only, colour-steel, are not Prohibited Building Materials when used as roofing. |
| "Prohibited Animals"            | :<br>(a) roosters;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| "Prostitution Reform Act"       | the Prostitution Reform Act 2003 including any statutory modification or re-enactment of it.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| "Relevant Authority"            | Whangarei Council and any government, local, statutory or non-statutory authority or body having jurisdiction over the Subdivision.                                                                                                                                                                                                                                                                                                                                                                                                |
| "Retaining Wall"                | any retaining wall constructed and installed that is situated between Lots, or between a Lot and a common owned access way, or between a Lot and a road.                                                                                                                                                                                                                                                                                                                                                                           |
| "Subdivision"                   | the development of the Lots                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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Annexure Schedule

Page 3 of 8 Pages

*Insert instrument type*

Covenant Instrument

*Continue in additional Annexure Schedule, if required*

**FIRST SCHEDULE  
(Burdened Land)**

| Record of Title(s) | Lot and Deposited Plan Number |
|--------------------|-------------------------------|
| 931812             | Lot 1 Deposited Plan 546886   |
| 931813             | Lot 2 Deposited Plan 546886   |
| 931814             | Lot 3 Deposited Plan 546886   |
| 931815             | Lot 4 Deposited Plan 546886   |
| 931816             | Lot 5 Deposited Plan 546886   |
| 931817             | Lot 6 Deposited Plan 546886   |
| 931818             | Lot 7 Deposited Plan 546886   |
| 931819             | Lot 8 Deposited Plan 546886   |

**SECOND SCHEDULE  
(Benefited Land)**

| Record of Title(s) | Lot and Deposited Plan Number |
|--------------------|-------------------------------|
| 931812             | Lot 1 Deposited Plan 546886   |
| 931813             | Lot 2 Deposited Plan 546886   |
| 931814             | Lot 3 Deposited Plan 546886   |
| 931815             | Lot 4 Deposited Plan 546886   |
| 931816             | Lot 5 Deposited Plan 546886   |
| 931817             | Lot 6 Deposited Plan 546886   |
| 931818             | Lot 7 Deposited Plan 546886   |
| 931819             | Lot 8 Deposited Plan 546886   |

**THIRD SCHEDULE**

**Part A**

The Covenantor shall not:

1. Use the Lot or permit the same to be used other than for residential purposes and shall not use the Lot or permit the same to be used for any trading, industrial or commercial purposes provided however it is acknowledged that:
  - (a) the use of any Dwelling House constructed on the Lot for a home occupation as is permitted by the District Plan of the Relevant Authority (excluding a Small Owner-Operated Brothel which is prohibited by these Covenants); and
  - (b) the use of any Dwelling House constructed on the Lot by a building company as a display or show home in accordance with the terms of Part B of these Covenants,
 will not be a breach of this Covenant.
2. Erect on the Lot any building other than a Dwelling House that complies with the provisions of these Covenants without prior consent of the Approver.
3. Erect a Dwelling House on the Lot that is smaller than the Minimum Size.

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**Covenant Instrument**

*Continue in additional Annexure Schedule, if required*

4. Use any Prohibited Materials in the construction of a Dwelling House on the Lot or incorporate any Prohibited Materials in any structure erected on or incorporated in or on the Lot.
5. Erect any Dwelling House and undertake any landscaping (including fencing), or make any alteration or addition to the Dwelling House or landscaping (including fencing and Retaining Walls) without first having obtained the approval in writing of the Approver of the plans (including site, fencing and landscaping plans) and specifications for the same which approval shall not be withheld in the case of plans and specifications which provide for a Dwelling House which:
  - (a) is to be reasonably sited; and
  - (b) does not include any Prohibited Building Materials; and
  - (c) is equal to or greater than the Minimum Size; and
  - (d) complies with and conforms to the Relevant Authority's land use consent, as the same may be amended or varied for the development of the Lot.

The provisions of this clause A 6 shall cease to have effect after the expiration of five years after the date of the deposit of the land transfer plan of subdivision for the stage in the Subdivision of which the Lot forms part.
6. Erect or place on the Lot any second-hand home or transportable of any type or description whatsoever without prior consent from Approver such consent may be given or withheld at the Approver's sole discretion.
7. Carry out (or permit to be carried out) any earthworks (either cutting or filling) or the construction of any Retaining Wall in respect of the same on a Lot in excess of 1 metre in height or depth within 0.5 metre of any:
  - (a) adjoining Lot boundary.
  - (b) boundary between the Lot and a road; or
  - (c) boundary between the Lot and any adjoining common owned access lot

unless it first obtains consent for such earthworks and Retaining Wall from the Approver, which consent may be given or withheld at the Approver's sole discretion.

The provisions of this clause A8 shall cease to have effect after the expiration of five years after the date of the deposit of the land transfer plan of subdivision for the stage in the Subdivision of which the Lot forms part.
8. Erect or place (or permit to be erected or placed) on or in the Front Yard of any Lot any:
  - (a) clothesline;
  - (b) building or other structure; or

provided however nothing in this clause shall prevent:

  - (c) either the construction of a transformer or substation ("utility structure") for any utility supply organisation where such utility structure is required for the purposes of the Subdivision and is subject to an easement or other interest.

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**Covenant Instrument**

*Continue in additional Annexure Schedule, if required*

9. Bring on to the Lot or keep or retain on the Lot any Prohibited Animal.
10. Permit any rubbish or waste material to accumulate or remain on the Lot or allow any old vehicles or containers to be placed or retained on the Lot.
11. Erect or place or permit to be erected or placed on the Lot any temporary structure, caravan, vehicle, tent, hut or shed to be used for human habitation whether temporarily or otherwise except that which may be used in conjunction with the construction of the Dwelling House and which will be removed from the Lot upon completion of the Dwelling House provided however that once the Dwelling House on the Lot has been completed, caravans and tents may be used for temporary holiday accommodation by visitors.
12. Permit the parking of trucks larger than 4 tonne or any other large commercial vehicles on or adjoining the Lot other than for short periods for delivery purposes.
13. Permit the parking of any vehicle on the road berms or ROW or permit them to cross the road berms in such a manner as they may cause damage to the berms or the kerbing and channelling
14. Erect any advertising sign or hoarding of a commercial nature on the Lot provided that for so long as the Approver retains an interest in any Lot, the Approver may erect and maintain within the Subdivision signage and other forms of display or promotion hoardings or materials.
15. Amalgamate a Lot with any other Lot where such amalgamation will result in:
  - (a) a greater number of allotments being created than the number of allotments comprised in the Subdivision as at the date of this Instrument; and
  - (b) a greater number of Dwelling Houses being able to be erected on the Lots that have been amalgamated than permitted in terms of clause 2 of this Instrument for those Lots prior to amalgamation.

For the purposes of this clause the term "allotment" shall have the meaning defined in the Resource Management Act 1991.
16. Cut up or subdivide the Lot in accordance with the Resource Management Act 1991 or the Unit Titles Act 2010 or otherwise howsoever.
17. Do any act or thing which is a breach of any other stipulation restriction or Covenant that the Covenantor or the Approver may require or impose in respect of the Subdivision or any Lot for the purposes of the Covenants provided that such other stipulation restriction or Covenant shall not prejudice any prior approval already granted by the Covenantor or the Approver.
18. Use a Dwelling House as a Brothel, a Small Owner Operated Brothel or permit the Business of Prostitution or the provision of Commercial Sexual Services to be carried out in or from the Dwelling House or on or from the Lot.
19. Erect or place any fence on the top of a Retaining Wall other than in accordance with the provisions of Part B of these Covenants.

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**Covenant Instrument**

*Continue in additional Annexure Schedule, if required*

20. Call upon the Covenantor to pay for or contribute towards the cost or erection or maintenance of any boundary fence between the Lot and any adjoining land owned by the Covenantor but this Covenant shall not ensue for the benefit of any subsequent registered proprietor of such adjoining land.

**Part B**

The Covenantor shall:

1. Ensure that the Dwelling House is fully completed including exterior painting and a code compliance certificate is obtained from the Relevant Authority before it is occupied as a residence.
2. Ensure that the erection of the Dwelling House is completed within 18 months of commencement of site preparation for such building on the Lot, and within a further 4 months of completion of such Dwelling House complete the driveway and general landscaping of the Lot (including any fencing) to a standard commensurate to that of a high standard residential development.
3. Permit the use of a Lot as a display or show home by any building company undertaking residential development in the Subdivision provided that the building company complies with the following restrictions:
  - (a) the Lot may be used as a display or show home for a maximum period of 18 months;
  - (b) the Lot may only be used for display or show home purposes between the hours of 10 am and 4pm Monday to Saturday inclusive, and 10 am and 3pm on a Sunday; and
4. Keep the Lot in a neat and tidy condition.
5. Ensure all water tanks on the Lot are either:
  - (a) buried and do not protrude above natural ground level; or
  - (b) are erected or installed in the rear living court of the Lot and are screened with acceptable fencing or planting in such a manner that they are not visible from the road or from any adjoining common owned access lot.
6. Ensure that any fence or Retaining Wall erected or placed on the Lot complies with the following provisions:
  - (a) where the fence is erected in the rear living court of the Lot between the Lot and any adjoining Lot between the Lot and any common owned access way it is erected no higher than 1.8 metres above the formed ground level other than where such fence is erected above a Retaining Wall in which case the fence shall not exceed 1.2 metres in height above the Retaining Wall;
  - (b) where the fence is erected in the front yard prior approval by the approver must be obtained and ensure that any fences erected or placed in the Front Yard of the Lot shall be no higher than 1.2 metres above the formed ground level and is a minimum of 50% visually permeable.
  - (c) no fence shall be erected immediately on the top of a Retaining Wall, it shall be set back a sufficient distance from the top of a Retaining Wall so as to ensure that any penetrations for the posts do not cause damage to the Retaining Wall or the drainage systems associated with it;

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- (a) it is erected of permanent and durable materials; and
- (b) where the fence is erected on the side boundary and placed any nearer to the road than the front of the Dwelling House the fence should be no higher than 1.2m.

the intention being that the Subdivision shall be maintained with an open Front Yard environment provided however:

- (c) if a Lot is a corner Lot or otherwise has more than one frontage to a street and or common owned access lot, or otherwise has characteristics in shape or location that effect the ability to create a living court in the rear yard, the Approver may grant dispensation for the provision of fencing in part of the Front Yard so as to ensure that there is a suitable private living court area on the Lot.

7. Maintain and keep protected any Retaining Wall erected on the Lot by the Approver as part of the development of the Subdivision.
8. When undertaking construction works on the Lot, at all times comply with the following provisions:
  - (a) keep the Lot tidy, orderly and in a safe condition, ensuring that the provisions of the Health and Safety Act are complied with at all times;
  - (b) remove all construction, rubbish and waste from the Lot on a regular basis;
  - (c) before undertaking any significant site works on the Lot, ensure that a vehicle crossing and/or access drive for construction vehicles has been formed in metal aggregate or other alternative materials as may be approved by the Approver at its sole discretion;
  - (d) ensure that no rubbish, excess earth or construction materials are stored or dumped or permitted to encroach upon any adjoining Lot or onto the road or any common owned access lot unless it has first obtained the consent in writing of the Approver or the consent of the adjoining Lot owner for the storage of such materials, earth or debris;
  - (e) ensure that any silt generated during construction on the Lot is contained and dealt with in accordance with all requirements of the Relevant Authority; and
  - (f) immediately on completion of construction of the Dwelling House on the Lot, reinstate all landscaping, grass berms, driveways, road, public lighting, footpaths, berms, curbs, walls or any other structure or improvements within the Subdivision that may have been damaged either directly or indirectly through the undertaking of the construction on the Lot by either the Covenantor or any employee or contractor of the Covenantor.
9. Ensure that any power and telephone reticulation is located underground.
10. Prevent the growth on the Lot of weeds and plants defined as noxious plants under the Biosecurity Act 1993 or any legislation passed in substitution for that Act.
11. Keep the Lot free of vermin, mustelids, possums, rodents and other noxious pests.
12. Dispose of all rubbish and recycling material promptly, hygienically and tidily and ensure that such disposal does not adversely affect the health, hygiene or comfort of the owners or occupiers of other Lots in the Subdivision.

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**Part C**

**REMEDY ON BREACH**

1. If there should be any breach of any of the Covenants contained in this Instrument and without prejudice to any other liability which the Covenantor may have to the Covenantee and any person or persons having the benefit of such Covenants the Covenantor will upon written demand being made by the Approver or the Covenantee or any registered proprietor(s) of any other Lot:-
- (a) pay to the person making such demand as liquidated damages the sum of \$300 (Three Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made; and
  - (b) do or cause to be done anything necessary to remedy any such breach
  - (c) In the event that the Covenantor does not comply with paragraph 1(b) above within a reasonable period of time after demand has been made then the Covenantor hereby irrevocably authorises the Approver or the Covenantee or the registered proprietor making demand together with their employees and agents to enter and remain upon the Lot to do anything necessary to remedy any breach at the Covenantor's cost and without being liable for any damage or deterioration occasioned to the Lot in exercising these powers.

**PROVIDED HOWEVER** that the Covenantee or Approver shall not be required to or be obliged to enforce all or any of the Covenants stipulations and restrictions contained in this Instrument nor be liable to the Covenantor for any breach thereof by any registered proprietor of any other Lot.

## STATEMENT OF PASSING OVER

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