

Approved by Registrar-General of Land under No. 2002/  
**Easement instrument to grant easement or profit à prendre, or**  
Sections 90A and 90F, Land Transfer Act 1952

**EI 6466827.9 Easement I**

Cpy - 01/01, Pgs - 008, 21/08/06, 09:59



Land registration district

**WELLINGTON**



Grantor

Surname(s) must be underlined or in CAPITALS.

**AMP PROPERTY OPPORTUNITY FUND LIMITED as to a 81.8298/100 share and AMP  
PROPERTY OPPORTUNITY CHARITABLE FUND LIMITED as to a 18.1702/100 share**

Grantee

Surname(s) must be underlined or in CAPITALS.

**AMP PROPERTY OPPORTUNITY FUND LIMITED as to a 81.8298/100 share and AMP  
PROPERTY OPPORTUNITY CHARITABLE FUND LIMITED as to a 18.1702/100 share**

**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 12th day of May 2005

Attestation

 Director  Director AMP Property Opportunity Fund Limited	Signed in my presence by the Grantor by its directors
	Signature of witness
Signature [common seal] of Grantor	Witness to complete in BLOCK letters (unless legibly printed) Witness name
	Occupation
Signature [common seal] of Grantee	Address
	Signed in my presence by the Grantee by its directors
 Director  Director AMP Property Opportunity Fund Limited	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name
Signature [common seal] of Grantee	Occupation
	Address

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Ref Code: mcg8189(2)



Dated 12 May 2005

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(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)
<b>Land Covenants</b> [REDACTED]	<b>Deposited Plan 348205</b>	<b>Continued on Annexure Schedule 1</b>	<b>Continued on Annexure Schedule 1</b>

Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.

~~[the provisions set out in Annexure Schedule 2].~~

Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.

[Annexure Schedule 2].

**All signing parties and either their witnesses or solicitors must sign or initial in this box**

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

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(Continue in additional Annexure Schedule, if required.)

**Annexure Schedule 1**

Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT)
197930	197930
197931	197931
197932	197932
197933	197933
197934	197934
197935	197935
197936	197936
197937	197937
197938	197938
197939	197939
197940	197940
197941	197941
197942	197942
197943	197943
197944	197944
197945	197945
197946	197946
197947	197947

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

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(Continue in additional Annexure Schedule, if required.)

**Annexure Schedule 2**

- A. The Grantor has subdivided the land in Certificates of Title WN55C/951 and WN502/121 into various lots ("the Land") in the manner shown and defined in Deposited Plan 348205 ("the Plan").
- B. It is the Grantor's intention to create the restrictive covenants set out in this Annexure Schedule 2 as between each of the servient and dominant tenements set out in Schedule A of Annexure Schedule 1 to the intent that each of such tenements shall have the benefit and burden of such covenants relative to the others of such tenements in perpetuity or until any such date stipulated herein.

**Covenants**

The Grantor as registered proprietor of each of the tenements set out in Schedule A of Annexure Schedule 1, hereby covenants with the Grantee as the registered proprietor of each of the others of such tenements (so that the covenants run with each of such tenements as to both the burden and the benefit of such covenants relative to the others of such tenements) to the end and intent that each of the covenants herein shall take effect from the date of this instrument, and continuing thereafter provided however that the covenants contained in clauses 2, 8 and 9 shall only apply in respect of the dates recorded therein, provided always that the Grantee shall as regards the said covenants be liable only in respect of breaches thereof which should occur whilst they are registered proprietors of the said land or any part thereof in respect of which such breach shall occur.

1. To erect on the lot only one new dwellinghouse (being a building that is to be occupied as a residence and including any building of similar design that is accessory to the residence).
2. Not to erect any building of any nature on any lot without the plans and specifications for such building having been previously approved in writing by MC<sup>2</sup> Group Limited or its nominee ("MC<sup>2</sup>"), provided that in giving or withholding such approval, MC<sup>2</sup> shall have regard to the guidelines below and shall not unreasonably withhold its approval. This provision shall be operative until the 31<sup>st</sup> day of March 2015 after which date the covenant in this clause shall be of no further effect.

In determining whether to give approval pursuant to this clause, MC<sup>2</sup> shall take the following matters into account:

- a. The proposed building must be consistent with the environment, having regard to scale, siting, form, construction materials, colours, and preservation of views.
- b. The total floor area of any dwelling should be not less than 200m<sup>2</sup> including garage or carport.
- c. Buildings shall be constructed of high quality new materials with the following preferences being expressed by MC<sup>2</sup>:

**Cladding**

- Smooth cement plaster, painted;
- Plastered or painted concrete, concrete block or brick;
- Brickwork;
- Timber weatherboards – painted; or
- Cedar or similar weatherboard.

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**Annexure Schedule**



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

**Roofing**

- Corrugated Coloursteel, Zincalume or pressed steel;
- Eurotray or similar;
- Concrete or terracotta tiles;
- Cedar shingles or slate; or
- Conventional metal, copper, PVC gutters, spouting and downpipes.

**Joinery**

- Timber or aluminium window and door joinery in simple robust configurations.

3. Not to erect or place, nor permit to be placed, upon the lot any relocatable or secondhand building of any kind whatsoever whether a dwellinghouse, garage, flat, carport, or any other structure.
4. Not to erect or place or permit to be erected or placed upon the lot any caravan, hut, tent or shed (whether temporary or permanent and whether used as a dwelling or otherwise) except as may reasonably be required in conjunction with the construction of any permanent building on the lot, provided that the purchaser shall immediately upon completion of any work for which such structure or item is required, remove such structure or item.
5. To construct and form any vehicle crossing installed for the Lot to match the existing footpath and in particular such crossing shall be in exposed aggregate where the footpath is also in exposed aggregate.
6. Not to bring onto or permit or allow to be brought onto or remain on the lot any materials, debris, rubbish, trade equipment or trade signs other than as are reasonably necessary during the period of construction of any dwelling on the lot.
7. To close in, roof and weatherproof any building on the lot within 18 months of the date of commencement of the laying the foundations for such building.
8. Not to, except with the prior written approval of MC<sup>2</sup>, cut, remove or replace any tree greater than 4 metres in height (or any tree reduced to below 4m in height in breach of these covenants) during the natural life of the tree, except in the case of normal maintenance and pruning. This provision shall be operative until 31 March 2015 after which date the covenant in this clause shall be of no further effect.
9. Not to reduce or permit, or allow to be reduced, any tree greater than 4 metres in height to below 4 metres in height except with the prior written approval of MC<sup>2</sup>. This provision shall be operative until 31 March 2015 after which date the covenant in this clause shall be of no further effect.
10. The Grantor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the Grantor, but this covenant shall not inure for the benefit of any subsequent purchaser of the contiguous 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.

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

**Attestation continued**

 	Signed in my presence by the Grantor <b>AMP Property Opportunity Charitable Fund Limited</b> by its directors
	Signature of Witness
	Witness to complete in Block letters (unless typewritten or legibly stamped)
	Witness name
	Occupation
	Address
Signature of AMP Property Opportunity Charitable Fund Limited	

 	Signed in my presence by the Grantee <b>AMP Property Opportunity Charitable Fund Limited</b> by its directors
	Signature of Witness
	Witness to complete in Block letters (unless typewritten or legibly stamped)
	Witness name
	Occupation
	Address
Signature of AMP Property Opportunity Charitable Fund Limited	

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.