



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




R. W. Muir
Registrar-General
of Land

Identifier 290749
Land Registration District North Auckland
Date Issued 28 April 2008

Prior References

NA121C/462

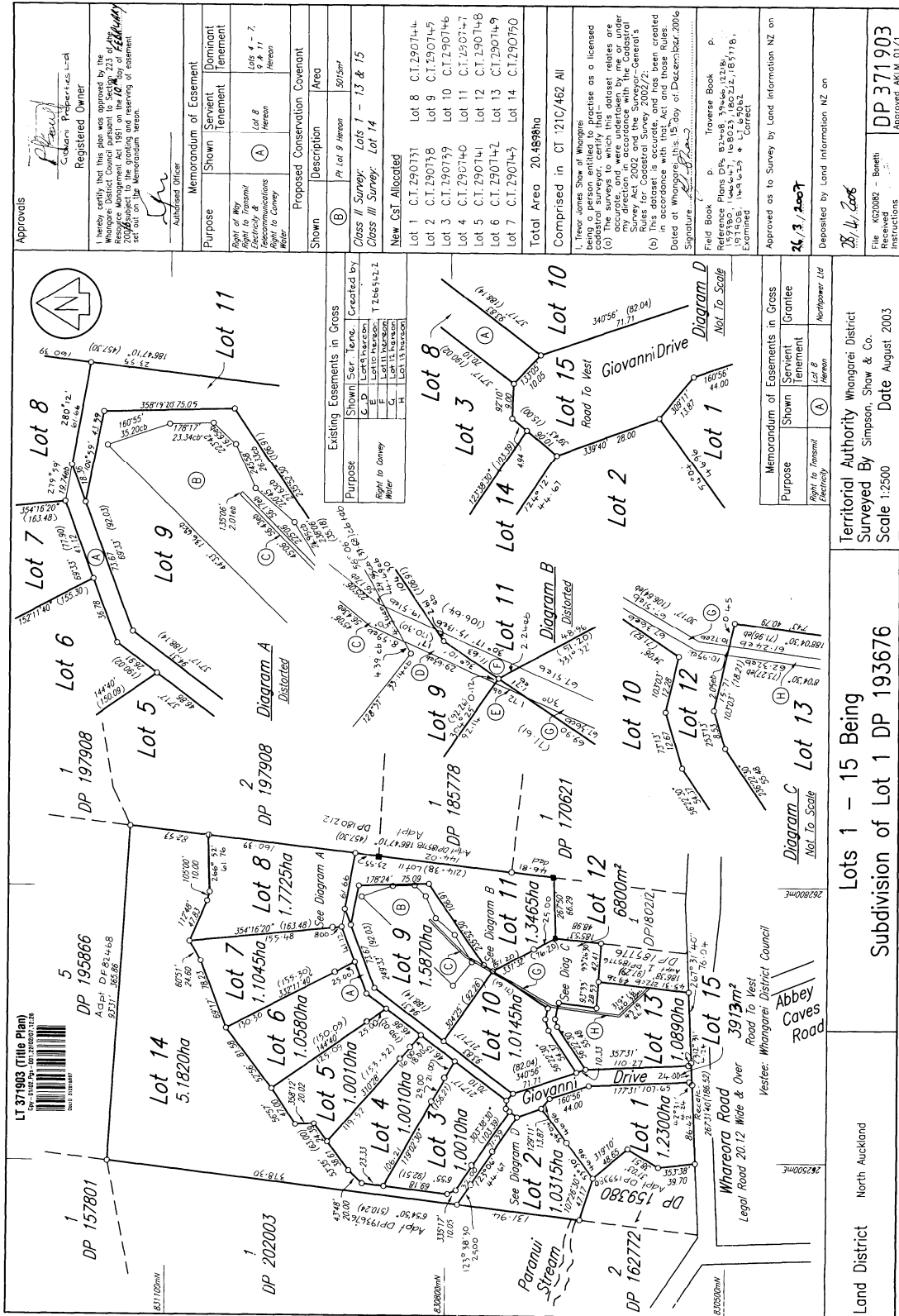
Estate Fee Simple
Area 1.0890 hectares more or less
Legal Description Lot 13 Deposited Plan 371903

Registered Owners

Warrick Brian Hayward and Melissa Anne Hayward

Interests

Land Covenant in Easement Instrument 7797907.8 - 28.4.2008 at 10:56 am
Fencing Covenant in Transfer 10451765.2 - 8.6.2016 at 2:16 pm
11954092.2 Mortgage to ANZ Bank New Zealand Limited - 14.12.2020 at 9:29 am



Approvals

[Signature]
Registered Owner

whereby certify that this plan was approved by the Registrar of Land on the 15th day of February 2003 in accordance with the Resource Management Act 1991 on the basis of the information provided in the Memorandum version.

[Signature]
Subdivided Officer

Memorandum of Easement	
Shown	Servient Tenement
Right of Way	Lot 8 Hereon
Right to Transmit Telecommunications	Lot 8 Hereon
Right to Convey Water	Lot 8 Hereon

Proposed Conservation Covenant	
Shown	Description
(B)	Pl Lot 9 Hereon

Existing Easements in Gross	
Shown	Servient Tenement
(A)	Lot 8 Hereon
(B)	Lot 9 Hereon
(C)	Lot 11 Hereon
(D)	Lot 12 Hereon
(E)	Lot 13 Hereon
(F)	Lot 14 Hereon
(G)	Lot 15 Hereon
(H)	Lot 15 Hereon

Purpose
Right to Convey Water

Created by
T 246572 L

Class II Survey: Lots 1 - 13 & 15
Class III Survey: Lot 14

New Cst. Allocated

Lot 1	C.I. 290731	Lot 8	C.I. 290744
Lot 2	C.I. 290738	Lot 9	C.I. 290745
Lot 3	C.I. 290739	Lot 10	C.I. 290746
Lot 4	C.I. 290740	Lot 11	C.I. 290747
Lot 5	C.I. 290741	Lot 12	C.I. 290748
Lot 6	C.I. 290742	Lot 13	C.I. 290749
Lot 7	C.I. 290743	Lot 14	C.I. 290750

Total Area 20.489ha

Comprised in CT 21C/462 All

I, Trevor James Shaw of Whangarei, being a person entitled to practise as a licensed surveyor, do hereby certify that the surveys to which this dataset relates are accurate, and were undertaken by me or under my direct supervision in accordance with the Survey Act 2002 and the Survey-General's Rules for Coastal Survey 2002/2.

(b) This dataset is accurate, and has been created by me or under my direct supervision in accordance with the Survey Act 2002 and the Survey-General's Rules for Coastal Survey 2002/2.

Dated at Whangarei, this 15th day of December, 2003.

Signature: *[Signature]*

Field Book p. Traverse Book p. Reference Plans D/L 62468, 53466, 53469, 53470, 53471, 53472, 53473, 53474, 53475, 53476, 53477, 53478, 53479, 53480, 53481, 53482, 53483, 53484, 53485, 53486, 53487, 53488, 53489, 53490, 53491, 53492, 53493, 53494, 53495, 53496, 53497, 53498, 53499, 53500, 53501, 53502, 53503, 53504, 53505, 53506, 53507, 53508, 53509, 53510, 53511, 53512, 53513, 53514, 53515, 53516, 53517, 53518, 53519, 53520, 53521, 53522, 53523, 53524, 53525, 53526, 53527, 53528, 53529, 53530, 53531, 53532, 53533, 53534, 53535, 53536, 53537, 53538, 53539, 53540, 53541, 53542, 53543, 53544, 53545, 53546, 53547, 53548, 53549, 53550, 53551, 53552, 53553, 53554, 53555, 53556, 53557, 53558, 53559, 53560, 53561, 53562, 53563, 53564, 53565, 53566, 53567, 53568, 53569, 53570, 53571, 53572, 53573, 53574, 53575, 53576, 53577, 53578, 53579, 53580, 53581, 53582, 53583, 53584, 53585, 53586, 53587, 53588, 53589, 53590, 53591, 53592, 53593, 53594, 53595, 53596, 53597, 53598, 53599, 53600, 53601, 53602, 53603, 53604, 53605, 53606, 53607, 53608, 53609, 53610, 53611, 53612, 53613, 53614, 53615, 53616, 53617, 53618, 53619, 53620, 53621, 53622, 53623, 53624, 53625, 53626, 53627, 53628, 53629, 53630, 53631, 53632, 53633, 53634, 53635, 53636, 53637, 53638, 53639, 53640, 53641, 53642, 53643, 53644, 53645, 53646, 53647, 53648, 53649, 53650, 53651, 53652, 53653, 53654, 53655, 53656, 53657, 53658, 53659, 53660, 53661, 53662, 53663, 53664, 53665, 53666, 53667, 53668, 53669, 53670, 53671, 53672, 53673, 53674, 53675, 53676, 53677, 53678, 53679, 53680, 53681, 53682, 53683, 53684, 53685, 53686, 53687, 53688, 53689, 53690, 53691, 53692, 53693, 53694, 53695, 53696, 53697, 53698, 53699, 53700, 53701, 53702, 53703, 53704, 53705, 53706, 53707, 53708, 53709, 53710, 53711, 53712, 53713, 53714, 53715, 53716, 53717, 53718, 53719, 53720, 53721, 53722, 53723, 53724, 53725, 53726, 53727, 53728, 53729, 53730, 53731, 53732, 53733, 53734, 53735, 53736, 53737, 53738, 53739, 53740, 53741, 53742, 53743, 53744, 53745, 53746, 53747, 53748, 53749, 53750, 53751, 53752, 53753, 53754, 53755, 53756, 53757, 53758, 53759, 53760, 53761, 53762, 53763, 53764, 53765, 53766, 53767, 53768, 53769, 53770, 53771, 53772, 53773, 53774, 53775, 53776, 53777, 53778, 53779, 53780, 53781, 53782, 53783, 53784, 53785, 53786, 53787, 53788, 53789, 53790, 53791, 53792, 53793, 53794, 53795, 53796, 53797, 53798, 53799, 53800, 53801, 53802, 53803, 53804, 53805, 53806, 53807, 53808, 53809, 53810, 53811, 53812, 53813, 53814, 53815, 53816, 53817, 53818, 53819, 53820, 53821, 53822, 53823, 53824, 53825, 53826, 53827, 53828, 53829, 53830, 53831, 53832, 53833, 53834, 53835, 53836, 53837, 53838, 53839, 53840, 53841, 53842, 53843, 53844, 53845, 53846, 53847, 53848, 53849, 53850, 53851, 53852, 53853, 53854, 53855, 53856, 53857, 53858, 53859, 53860, 53861, 53862, 53863, 53864, 53865, 53866, 53867, 53868, 53869, 53870, 53871, 53872, 53873, 53874, 53875, 53876, 53877, 53878, 53879, 53880, 53881, 53882, 53883, 53884, 53885, 53886, 53887, 53888, 53889, 53890, 53891, 53892, 53893, 53894, 53895, 53896, 53897, 53898, 53899, 53900, 53901, 53902, 53903, 53904, 53905, 53906, 53907, 53908, 53909, 53910, 53911, 53912, 53913, 53914, 53915, 53916, 53917, 53918, 53919, 53920, 53921, 53922, 53923, 53924, 53925, 53926, 53927, 53928, 53929, 53930, 53931, 53932, 53933, 53934, 53935, 53936, 53937, 53938, 53939, 53940, 53941, 53942, 53943, 53944, 53945, 53946, 53947, 53948, 53949, 53950, 53951, 53952, 53953, 53954, 53955, 53956, 53957, 53958, 53959, 53960, 53961, 53962, 53963, 53964, 53965, 53966, 53967, 53968, 53969, 53970, 53971, 53972, 53973, 53974, 53975, 53976, 53977, 53978, 53979, 53980, 53981, 53982, 53983, 53984, 53985, 53986, 53987, 53988, 53989, 53990, 53991, 53992, 53993, 53994, 53995, 53996, 53997, 53998, 53999, 54000, 54001, 54002, 54003, 54004, 54005, 54006, 54007, 54008, 54009, 54010, 54011, 54012, 54013, 54014, 54015, 54016, 54017, 54018, 54019, 54020, 54021, 54022, 54023, 54024, 54025, 54026, 54027, 54028, 54029, 54030, 54031, 54032, 54033, 54034, 54035, 54036, 54037, 54038, 54039, 54040, 54041, 54042, 54043, 54044, 54045, 54046, 54047, 54048, 54049, 54050, 54051, 54052, 54053, 54054, 54055, 54056, 54057, 54058, 54059, 54060, 54061, 54062, 54063, 54064, 54065, 54066, 54067, 54068, 54069, 54070, 54071, 54072, 54073, 54074, 54075, 54076, 54077, 54078, 54079, 54080, 54081, 54082, 54083, 54084, 54085, 54086, 54087, 54088, 54089, 54090, 54091, 54092, 54093, 54094, 54095, 54096, 54097, 54098, 54099, 54100, 54101, 54102, 54103, 54104, 54105, 54106, 54107, 54108, 54109, 54110, 54111, 54112, 54113, 54114, 54115, 54116, 54117, 54118, 54119, 54120, 54121, 54122, 54123, 54124, 54125, 54126, 54127, 54128, 54129, 54130, 54131, 54132, 54133, 54134, 54135, 54136, 54137, 54138, 54139, 54140, 54141, 54142, 54143, 54144, 54145, 54146, 54147, 54148, 54149, 54150, 54151, 54152, 54153, 54154, 54155, 54156, 54157, 54158, 54159, 54160, 54161, 54162, 54163, 54164, 54165, 54166, 54167, 54168, 54169, 54170, 54171, 54172, 54173, 54174, 54175, 54176, 54177, 54178, 54179, 54180, 54181, 54182, 54183, 54184, 54185, 54186, 54187, 54188, 54189, 54190, 54191, 54192, 54193, 54194, 54195, 54196, 54197, 54198, 54199, 54200, 54201, 54202, 54203, 54204, 54205, 54206, 54207, 54208, 54209, 54210, 54211, 54212, 54213, 54214, 54215, 54216, 54217, 54218, 54219, 54220, 54221, 54222, 54223, 54224, 54225, 54226, 54227, 54228, 54229, 54230, 54231, 54232, 54233, 54234, 54235, 54236, 54237, 54238, 54239, 54240, 54241, 54242, 54243, 54244, 54245, 54246, 54247, 54248, 54249, 54250, 54251, 54252, 54253, 54254, 54255, 54256, 54257, 54258, 54259, 54260, 54261, 54262, 54263, 54264, 54265, 54266, 54267, 54268, 54269, 54270, 54271, 54272, 54273, 54274, 54275, 54276, 54277, 54278, 54279, 54280, 54281, 54282, 54283, 54284, 54285, 54286, 54287, 54288, 54289, 54290, 54291, 54292, 54293, 54294, 54295, 54296, 54297, 54298, 54299, 54300, 54301, 54302, 54303, 54304, 54305, 54306, 54307, 54308, 54309, 54310, 54311, 54312, 54313, 54314, 54315, 54316, 54317, 54318, 54319, 54320, 54321, 54322, 54323, 54324, 54325, 54326, 54327, 54328, 54329, 54330, 54331, 54332, 54333, 54334, 54335, 54336, 54337, 54338, 54339, 54340, 54341, 54342, 54343, 54344, 54345, 54346, 54347, 54348, 54349, 54350, 54351, 54352, 54353, 54354, 54355, 54356, 54357, 54358, 54359, 54360, 54361, 54362, 54363, 54364, 54365, 54366, 54367, 54368, 54369, 54370, 54371, 54372, 54373, 54374, 54375, 54376, 54377, 54378, 54379, 54380, 54381, 54382, 54383, 54384, 54385, 54386, 54387, 54388, 54389, 54390, 54391, 54392, 54393, 54394, 54395, 54396, 54397, 54398, 54399, 54400, 54401, 54402, 54403, 54404, 54405, 54406, 54407, 54408, 54409, 54410, 54411, 54412, 54413, 54414, 54415, 54416, 54417, 54418, 54419, 54420, 54421, 54422, 54423, 54424, 54425, 54426, 54427, 54428, 54429, 54430, 54431, 54432, 54433, 54434, 54435, 54436, 54437, 54438, 54439, 54440, 54441, 54442, 54443, 54444, 54445, 54446, 54447, 54448, 54449, 54450, 54451, 54452, 54453, 54454, 54455, 54456, 54457, 54458, 54459, 54460, 54461, 54462, 54463, 54464, 54465, 54466, 54467, 54468, 54469, 54470, 54471, 54472, 54473, 54474, 54475, 54476, 54477, 54478, 54479, 54480, 54481, 54482, 54483, 54484, 54485, 54486, 54487, 54488, 54489, 54490, 54491, 54492, 54493, 54494, 54495, 54496, 54497, 54498, 54499, 54500, 54501, 54502, 54503, 54504, 54505, 54506, 54507, 54508, 54509, 54510, 54511, 54512, 54513, 54514, 54515, 54516, 54517, 54518, 54519, 54520, 54521, 54522, 54523, 54524, 54525, 54526, 54527, 54528, 54529, 54530, 54531, 54532, 54533, 54534, 54535, 54536, 54537, 54538, 54539, 54540, 54541, 54542, 54543, 54544, 54545, 54546, 54547, 54548, 54549, 54550, 54551, 54552, 54553, 54554, 54555, 54556, 54557, 54558, 54559, 54560, 54561, 54562, 54563, 54564, 54565, 54566, 54567, 54568, 54569, 54570, 54571, 54572, 54573, 54574, 54575, 54576, 54577, 54578, 54579, 54580, 54581, 54582, 54583, 54584, 54585, 54586, 54587, 54588, 54589, 54590, 54591, 54592, 54593, 54594, 54595, 54596, 54597, 54598, 54599, 54600, 54601, 54602, 54603, 54604, 54605, 54606, 54607, 54608, 54609, 54610, 54611, 54612, 54613, 54614, 54615, 54616, 54617, 54618, 54619, 54620, 54621, 54622, 54623, 54624, 54625, 54626, 54627, 54628, 54629, 54630, 54631, 54632, 54633, 54634, 54635, 54636, 54637, 54638, 54639, 54640, 54641, 54642, 54643, 54644, 54645, 54646, 54647, 54648, 54649, 54650, 54651, 54652, 54653, 54654, 54655, 54656, 54657, 54658, 54659, 54660, 54661, 54662, 54663, 54664, 54665, 54666, 54667, 54668, 54669, 54670, 54671, 54672, 54673, 54674, 54675, 54676, 54677, 54678, 54679, 54680, 54681, 54682, 54683, 54684, 54685, 54686, 54687, 54688, 54689, 54690, 54691, 54692, 54693, 54694, 54695, 54696, 54697, 54698, 54699, 54700, 54701, 54702, 54703, 54704, 54705, 54706, 54707, 54708, 54709, 54710, 54711, 54712, 54713, 54714, 54715, 54716, 54717, 54718, 54719, 54720, 54721, 54722, 54723, 54724, 54725, 54726, 54727, 54728, 54729, 54730, 54731, 54732, 54733, 54734, 54735, 54736, 54737, 54738, 54739, 54740, 54741, 54742, 54743, 54744, 54745, 54746, 54747, 54748, 54749, 54750, 54751, 54752, 54753, 54754, 54755, 54756, 54757, 54758, 54759, 54760, 54761, 54762, 54763, 54764, 54765, 54766, 54767, 54768, 54769, 54770, 54771, 54772, 54773, 54774, 54775, 54776, 54777, 54778, 54779, 54780, 54781, 54782, 54783, 54784, 54785, 54786, 54787, 54788, 54789, 54790, 54791, 54792, 54793, 54794, 54795, 54796, 54797, 54798, 54799, 54800, 54801, 54802, 54803, 54804, 54805, 54806, 54807, 54808, 54809, 54810, 54811, 54812, 54813, 54814, 54815, 54816, 54817, 54818, 54819, 54820, 54821, 54822, 54823, 54824, 54825, 54826, 54827, 54828, 54829, 54830, 54831, 54832, 54833, 54834, 54835, 54836, 54837, 54838, 54839, 54840, 54841, 54842, 54843, 54844, 54845, 54846, 54847, 54848, 54849, 54850, 54851, 54852, 54853, 54854, 54855, 54856, 54857, 54858, 54859, 54860, 54861, 54862, 54863, 54864, 54865, 54866, 54867, 54868, 54869, 54870, 54871, 54872, 54873, 54874, 54875, 54876, 54877, 54878, 54879, 54880, 54881, 54882, 54883, 54884, 54885, 54886, 54887, 54888, 54889, 54890, 54891, 54892, 54893, 54894, 54895, 54896, 54897, 54898, 54899, 54900, 54901, 54902, 54903, 54904, 54905, 54906, 54907, 54908, 54909, 54910, 54911, 54912, 54913, 54914, 54915, 54916, 54917, 54918, 54919, 54920, 54921, 54922, 54923, 54924, 54925, 54926, 54927, 54928, 54929, 54930, 54931, 54932, 54933, 54934, 54935, 54936, 54937, 54938, 54939, 54940, 54941, 54942, 54943, 54944, 54945, 54946, 54947, 54948, 54949, 54950, 54951, 54952, 54953, 54954, 54955, 54956, 54957, 54958, 54959, 54960, 54961, 54962, 54963, 54964, 54965, 54966, 54967, 54968, 54969, 54970, 54971, 54972, 54973, 54974, 54975, 54976, 54977, 54978, 54979, 54980, 54981, 54982, 54983, 54984, 54985, 54986, 54987, 54988, 54989, 54990, 54991, 54992, 5499



View Instrument Details

Instrument Type Transfer
Instrument No 10451765.2
Status Registered
Date & Time Lodged 08 June 2016 14:16
Lodged By Nicholas, Desrae Ailene

Affected Computer Registers **Land District**
290749 North Auckland

Transferors

Giovani Properties Limited

Transferees

Kerry Michael Friend

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Steve Anthony Wong as Transferor Representative on 07/06/2016 03:32 PM

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Ryan Edward Renata Welsh as Transferee Representative on 08/06/2016 10:02 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2002/6055

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

EI 7797907.8 Easemen

Cpy - 01/01, Pgs - 006, 28/04/08, 12:07



DocID: 313105824

Land registration district

NORTH AUCKLAND

Grantor

Surname(s) must be underlined or in CAPITALS.

Giovani Properties Limited

Grantee

Surname(s) must be underlined or in CAPITALS.


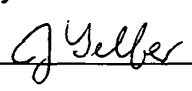
Giovani Properties Limited



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 5th day of April, 2007

Attestation

 Director	Signed in my presence by the Grantor  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation J.E. Telfer Registered Legal Executive Address Whangarei
Signature [common seal] of Grantor	

 Director	Signed in my presence by the Grantee  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation J.E. Telfer Registered Legal Executive Address Whangarei
Signature [common seal] of Grantee	

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



[Solicitor for] the Grantee

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



Easement instrument

Dated

5-4-07

Page

1 of

4 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 as per annexure schedules 2 & 3	DP 3719703	290737, 290738, 290739, 290740, 290741, 290742, 290743, 290744, 290745, 290746, 290747, 290748 & 290749	290737, 290738, 290739, 290740, 290741, 290742, 290743, 290744, 290745, 290746, 290747, 290748, 290749 & 290750

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

RS

Annexure Schedule

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

Easement Instrument

Dated

5-4-07

Page

2

of

4

pages

(Continue in additional Annexure Schedule, if required.)

Land Covenant

It is the Grantor's intention to create for the benefit of the dominant Lots (hereinafter called "the Benefiting Lots") the land covenants hereinafter set out over the servient Lots (hereinafter called "the Covenanting Lots") TO THE INTENT that the Covenanting Lots shall be bound by the stipulations and restrictions hereinafter set out and that the owners and occupiers for the time being of the Benefiting Lots may enforce the observance of such stipulation against the owners for the time being of the Covenanting Lots and for the benefit of the benefiting Lots the Grantors DO HEREBY COVENANT AND AGREE in the manner hereinafter set out so that the covenants run with the Covenanting Lot for the benefit of the Benefiting Lots as follows

The Grantees for themselves and their successors in title covenant and agree with the Grantors and their successors in the titles for the benefit for each and all of the Lots on Deposited Plan 3719703 and also separately with each other and all of the registered proprietors of the Lots on Deposited Plan 3719703.

- (i) The Grantor will in respect of the servient land, at all times observe and perform all the covenants contained in the Schedule hereto to the intent that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the registered proprietors from time to time of the Benefiting Lots provided that the Grantor will be liable only for breaches of the covenants which occur while the Grantor is the registered proprietor of the servient land or any part of the servient land.
- (ii) If there should be any breach or non-observance on the Grantor's part of any of the covenants contained in the Schedule hereto and without prejudice to any other liability that the Grantor may have to the Grantee and any person or persons having the benefit of those covenants the Grantor will upon written demand being made by the Grantee or any of the registered proprietors of any of the Benefiting Lots remove or cause to be removed from the servient land any dwelling, building, structure, or improvement so erected, repaired or completed in breach of the covenants contained in the Schedule.
- (iii) The Grantor will at all times indemnify and keep the Grantee indemnified from all losses, costs, claims and demands in respect of any breach or non-observance by the Grantor of the covenants contained in the Schedule hereto.

Schedule**1. Minimum Building Standards**

- 1.1 All buildings and associated improvements are to be of a quality and standard expected of a modern well-designed subdivision. Any accessory buildings must be constructed in the same materials and of a similar design as the dwellinghouse.

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.

JJ P/B

Annexure Schedule



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

Easement Instrument

Dated

5-4-07

Page

3

of

4

pages

(Continue in additional Annexure Schedule, if required.)

1.2 Without limiting the above, all buildings shall:-

- (i) Be constructed on site of permanent new materials of good quality
- (ii) Have a floor area to be not less than 200 m² (excluding garages, verandahs, porches and other accessory buildings) or alternatively must be approved by Giovani Properties Limited whilst they are owners of the dominant tenement.
- (iii) Not incorporate any unpainted roofing iron as part of the roof
- (iv) Not incorporate exterior cladding comprised of flat sheet fibre cement panels

1.3 Once commenced all building work shall be carried out continuously until completion and issue of a Code of Compliance Certificate from the Whangarei District Council. All building work must be completed within twelve months of the commencement date of building.

2. Use of Land

- 2.1 No dwelling may be occupied until fully completed.
- 2.2 No camping permitted on the property prior to the erection of a dwelling, and no non-permitted accommodation to be occupied on a permanent basis.
- 2.3 The lots shall not be used for any commercial use which would interfere with the residential nature of the neighbourhood. This includes the commercial breeding or accommodation of animals.
- 2.4 No dogs of a savage nature, such as Pit Bull Terriers and Pit Bull crossbreeds or like may be kept on the property.
- 2.5 No pigs, roosters or beehives may be kept on the property.
- 2.6 No advertising signs or hoarding shall be placed on the land except for conventional signs advertising the property is for sale.
- 2.7 Not to object to any further subdivision or development of the lots or any detrimental effect such as dust or noise arising from such activities. The grantees surveyors, agents, consultants, engineers, contractors, sub-contractors, employees or any of them shall have the right to enter the property at all times with such plant, machinery, vehicles and equipment to do such work as shall in the sole opinion of the grantees be necessary or desirable to complete the subdivision of the land.
- 2.8 The Grantors shall not use the Lot or Lots for the purposes of access to any adjoining land owned by them or grant access over the Lot to any owners of adjoining 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.

JY AB

Annexure Schedule



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

Easement Instrument

Dated

5-4-07

Page

4

of

4

pages

(Continue in additional Annexure Schedule, if required.)

2.9 The Grantors will not object to the removal of trees or logs from Lot 14 DP 3719703 provided that this is carried out in a reasonable and workmanlike manner.

3. Maintenance of the Property

3.1 The grantors will not bring in or allow to remain on the property any vehicle body, equipment or machinery which is unsightly unregistered or which is or is likely to become a nuisance to other residents in the subdivision.

3.2 The grantors will not bring in or allow corrugated iron, aluminium or other metal in the construction of fences on or on the boundaries of the property.

3.3 The grantors will at all times keep the land tidy and free of rubbish and noxious weeds.

Dispute Resolution

1. If there should be any breach or non-observance of any of the foregoing covenants the registered proprietors for the time being of the relevant lot shall take all steps necessary to remedy the breach of non-observance of the covenants if it is capable of a remedy.

2. If any dispute or difference shall arise between any of the owners of the Lots as to the meaning or application of any of the foregoing covenants then the respective parties shall meet to endeavour to reach an agreement to resolve the issue. If they are unable to resolve the issue then:

(a) They shall within 14 days of the original meeting appoint a mediator to mediate the issue

(b) If the parties are unable to agree upon a person to be appointed as a mediator, then the president of the Auckland Law Society or his or her nominee shall be asked to appoint a mediator

(c) The mediation shall be held within one month from the date of the meeting, and

(d) Each party shall attend and participate in the mediation in good faith to negotiate towards achieving a settlement of the issue

3. If at the mediation the issue is not resolved the issue shall then be determined by arbitration under the Arbitration Act 1996. The arbitration shall be conducted by one arbitrator, if the parties can agree on one, or failing agreement, by an arbitrator to be appointed by the President of the Auckland District Law Society or his or her nominee.

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.

94 AP -