

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

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

Land registration district

WELLINGTON



COV 7631519.7 Covenan

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Grantor

Surname(s) must b

SEACREST DOWNS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.


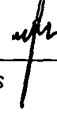
SEACREST DOWNS LIMITED



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 31st day of October 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 Matthew Gallagher Solicitor Address Wellington
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 Matthew Gallagher Solicitor Address Wellington
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

31 October 2007

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Continued on Annexure Schedule 3	Continued on Annexure Schedule 3	Continued on Annexure Schedule 3	Continued on Annexure Schedule 3

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]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

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

Covenant provisions

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

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

~~[Annexure Schedule 2].~~

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

Annexure Schedule



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

Easement

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(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

Continuation of "Estate or Interest or Easement to be created"

1. Definitions and interpretation

1.1 In this covenant unless the context otherwise requires:

"Building Covenants" means the building covenants set out in clause 2.

"Deposited Plan" means Deposited Plan 385819

"Driveway" means a formed access from the roads shown on the Deposited Plan to the Designated Building Platform on each Lot.

"Dwelling" means a household unit or residence and includes garages, outbuildings and similar structures.

"Land" means and includes Lots 1 to 18 on the Deposited Plan.

"Local Authority" means Kapiti Coast District Council or the local authority for the time being having jurisdiction over the Land and includes any other local or territorial authority that has jurisdiction over the Land and any employee and agent of a Local Authority.

"Lot" means one of the lots enumerated in the definition of Land.

"Lots" means all of the lots enumerated in the definition of Land.

"Owner" means the registered proprietor for the time being of a Lot.

"Owners" means all of the registered proprietors for the time being of the Lots

"Resource Consent" means the resource consent to be given by the Local Authority for the land use and the subdivision of the Land into Lots and includes each and every condition of the Resource Consent.

"Rules" means the rights and duties of an Owner and the Owners set out in this Transfer.

1.2 In this covenant:

1.2.1 Where the context permits the singular includes the plural and vice versa;

1.2.2 References to clauses are to clauses in this covenant;

1.2.3 Obligations and covenants to be complied with by more than one person shall bind those persons jointly and severally.

2. Building covenants

Each Owner covenants with the Owners that:

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.)

- 2.1 an Owner will erect a Dwelling on a Lot in accordance with the covenants in this clause 2.
- 2.2 a Dwelling shall be designed (which shall include its colour scheme) to be in harmony with the natural landscape.
- 2.3 a Dwelling will be new and constructed predominantly of brick, stone, split block stucco, natural timber, plaster or other material accepted as having architectural merit;
- 2.4 if the Dwelling contains or comprises any separate garage or other outbuilding, such garage or other outbuilding must be of a similar design and construction (including material used in construction) to the rest of the Dwelling; and
- 2.5 a Dwelling will:
 - 2.5.1 have a roof that is sheathed so as not to have high reflective qualities
 - 2.5.2 be constructed so as to comply with plans and specifications approved by and any other requirements imposed by the Local Authority;
 - 2.5.3 be completely constructed and finished within twelve (12) months of commencement of excavation for foundations; and
 - 2.5.4 have all ancillary work including planting of lawns, landscaping and any other development work completed within 15 months of commencement of excavation for foundations.
- 2.6 No relocated house previously lived in will be constructed on any Lot.
- 2.7 The Owner of a Lot will not permit the health or safety of any person to be endangered or the reasonably expected views of and sunlight to any Dwelling on any Lot to be infringed by the growth of trees, bush or flora on a Lot and in the event of danger to the health and safety of any person or infringement of reasonably expected views of or sunlight to any Dwelling on any Lot the Owner will promptly trim, prune or fell any trees bush or flora to prevent such infringement. This covenant shall not apply to any trees which are the subject of any protection order imposed by a local authority or other regulatory body or to any tree or bush or flora on the building exclusion zones on Lots 1, 5, 6 and 8.
- 2.8 An Owner will not permit or allow any building material, building waste material, old, unregistered or unwarranted vehicles and caravans, (unless housed), or rubbish to accumulate on any lot.

3. Additional covenants

- 3.1 Each Owner covenants with the Owners that:
 - 3.1.1 an Owner will in addition to the covenants set out in clause 2 comply with all relevant consents of the Local Authority (and in particular the registered consent notice relating to the onsite effluent disposal system) and other regulatory authorities attaching to the Resource Consent and the building requirements for the time being in force of the Local Authority; and
 - 3.1.2 an Owner will promptly replace restore reinstate and repair at the Owner's cost all damage that may arise or be caused to the landscape and arising from the construction of a Dwelling, or Driveway.

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.)

4. Breach of covenants

4.1 If there should be any breach or non observance of any of the covenants and conditions contained in this Deed and without prejudice to any liability which an Owner may have to any Local Authority or any person having the benefit of such covenants and conditions and without in any way restricting the remedies available to any Owner or any person having the benefit of such covenants and conditions:

4.1.1 The Owner shall remove or cause to be removed from the Lot any building or part thereof or any fence or other structure used, erected, commenced or repaired or any planting in breach or non observance of the covenants and conditions in this Deed;

4.1.2 The Owner shall on demand by an Owner replace any building material used or to be used or any plant in breach or non observance of the covenants and conditions with building materials or plants which comply with the Owner's obligations under this Deed; and

4.1.3 The Owner shall on demand by the Owners promptly remedy any default or breach of the covenants and conditions of this Deed.

5. Dispute Resolution

5.1 If a dispute in relation to these arises between any of the Owners ("Dispute"):

5.1.1 The party initiating the Dispute must provide full written particulars of the dispute to the other party; and

5.1.2 The parties must meet promptly and in good faith try to resolve the Dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

5.1.3 If the Dispute is not resolved within 15 working days of the written particulars being given (or such longer period as may be agreed between the parties) then the Dispute must be referred to arbitration in accordance with the Arbitration Act 1996.

5.2 The arbitration will be conducted by a single arbitrator appointed by agreement between the parties.

5.3 If the parties are not able to agree on the arbitrator to be appointed within 10 working days the appointment will be made by the President of the New Zealand Law Society or the President's nominee.

5.4 No party will unreasonably delay the dispute resolution procedures in this clause.

5.5 This clause does not apply to any application by any party for urgent interlocutory relief.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



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

Easement

Dated 31 October 2007

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(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 3

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Covenant		343699	343699
		343700	343700
		343701	343701
		343702	343702
		343703	343703
		343704	343704
		343705	343705
		343706	343706
		343707	343707
		343708	343708
		343709	343709
		343710	343710
		343711	343711
		343712	343712
		343713	343713
		343714	343714
	343715	343715	
	343716	343716	

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.

[Handwritten signatures and initials]

Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



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

Land Covenant

Page **1** of **1** pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

DOMINION FINANCE GROUP LIMITED

Mortgage under Mortgage No. 7027199.2

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section _____ of the _____ Act _____]

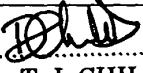


[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the registration for the attached land covenant

Dated this 7th day of November 2007

Attestation

<p> T. J. CHILDS Authorised Signatory</p> <p> P. W. CROPP Chief Executive Officer</p>	<p>Signed in my presence by the Consentor</p> <p> Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> <p>DIANE LESLEY POWELL LOANS REGISTRAR AUCKLAND</p>
<p>Signature of Consentor</p>	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.