

Approved by Registrar-General of Land under No. 2002/6055
Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 19

Land registration district

SOUTH AUCKLAND



EI 7528110.5 Easemen

Cpy - 01/01, Pgs - 018, 04/09/07, 15:56



DocID: 312967518

Grantor

Surname(s) m.

SILVERSTONE DEVELOPMENTS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

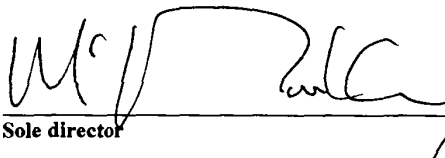
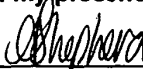
SILVERSTONE DEVELOPMENTS LIMITED

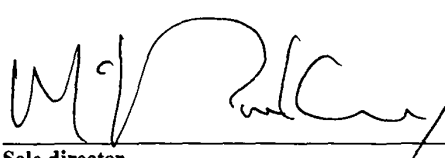
Grant* of easement or *profit à prendre* or creation or covenant

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 14th day of August 2007

Attestation

 Sole director	Signed in my presence by the Grantor  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Andrea Jane Shepherd Solicitor Address Auckland
Signature [common seal] of Grantor	

 Sole director	Signed in my presence by the Grantee  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Andrea Jane Shepherd Solicitor Address Auckland
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.

Annexure Schedule 1

Easement instrument

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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)
See annexure schedule			

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

WFL

Annexure Schedule

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

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(Continue in additional Annexure Schedule, if required.)

Column 1: Covenanting Lots (all shown on DP 391858) (followed by CT reference)	Column 2: Benefiting Lots (all shown on DP 391858) (followed by CT reference)
Lot 1 (368503)	Lots 2-38 (368504-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 2 (368504)	Lots 1 (368503), 3-38 (368505-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 3 (368505)	Lots 1 (368503), 2 (368504), 4-38 (368506-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 4 (368506)	Lots 1-3 (368503-368505) (inclusive), 5-38 (368507-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 5 (368507)	Lots 1-4 (368503-368506) (inclusive), 6-38 (368508-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 6 (368508)	Lots 1-5 (368503-368507) (inclusive), 7-38 (368509-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 7 (368509)	Lots 1-6 (368503-368508) (inclusive), 8-38 (368510-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 8 (368510)	Lots 1-7 (368503-368509) (inclusive), 9-38 (368511-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 9 (368511)	Lots 1-8 (368503-368510) (inclusive), 10-38 (368512-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 10 (368512)	Lots 1-9 (368503-368511) (inclusive), 11-38 (368513-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 11 (368513)	Lots 1-10 (368503-368512) (inclusive), 12-38 (368514-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 12 (368514)	Lots 1-11 (368503-368513) (inclusive), 13-38 (368515-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 13 (368515)	Lots 1-12 (368503-368514) (inclusive), 14-38 (368516-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)

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Annexure Schedule

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

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Lot 14 (368516)	Lots 1-13 (368503-368515) (inclusive), 15-38 (368517-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 15 (368517)	Lots 1-14 (368503-368516) (inclusive), 16-38 (368518-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 16 (368518)	Lots 1-15 (368503-368517) (inclusive), 17-38 (368519-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 17 (368519)	Lots 1-16 (368503-368518) (inclusive), 18-38 (368520-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 18 (368520)	Lots 1-17 (368503-368519) (inclusive), 19-38 (368521-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 19 (368521)	Lots 1-18 (368503-368520) (inclusive), 20-38 (368522-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 20 (368522)	Lots 1-19 (368503-368521) (inclusive), 21-38 (368523-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 21 (368523)	Lots 1-20 (368503-368522) (inclusive), 22-38 (368524-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 22 (368524)	Lots 1-21 (368503-368523) (inclusive), 23-38 (368525-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 23 (368525)	Lots 1-22 (368503-368524) (inclusive), 24-38 (368526-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 24 (368526)	Lots 1-23 (368503-368525) (inclusive), 25-38 (368527-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 25 (368527)	Lots 1-24 (368503-368526) (inclusive), 26-38 (368528-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 26 (368528)	Lots 1-25 (368503-368527) (inclusive), 27-38 (368529-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 27 (368529)	Lots 1-26 (368503-368528) (inclusive), 28-38 (368530-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)

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Lot 28 (368530)	Lots 1-27 (368503-368529) (inclusive), 29-38 (368531-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 29 (368531)	Lots 1-28 (368503-368530) (inclusive), 30-38 (368532-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 30 (368532)	Lots 1-29 (368503-368531) (inclusive), 31-38 (368533-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 31 (368533)	Lots 1-30 (368503-368532) (inclusive), 32-38 (368534-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 32 (368534)	Lots 1-31 (368503-368533) (inclusive), 33-38 (368535-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 33 (368535)	Lots 1-32 (368503-368534) (inclusive), 34-38 (368536-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 34 (368536)	Lots 1-33 (368503-368535) (inclusive), 35-38 (368537-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 35 (368537)	Lots 1-34 (368503-368536) (inclusive), 36-38 (368538-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 36 (368538)	Lots 1-35 (368503-368537) (inclusive), 37-38 (368539-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 37 (368539)	Lots 1-36 (368503-368538) (inclusive), 38 (368540), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 38 (368540)	Lots 1-37 (368503-368539) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 39 (368569)	Lots 1-38 (368503-368540) (inclusive), 40-44 (368541-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 40 (368541)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 41-44 (368542-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 41 (368542)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40 (368541), 42-44 (368543-368545) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)

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Lot 42 (368543)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40 (368541), 41 (368541), 43 (368544), 44 (368545), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 43 (368544)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-42 (368541-368543) (inclusive), 44 (368545), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 44 (368545)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-43 (368541-368544) (inclusive), 92-112 (368546-368566) (inclusive) and 200 (368567)
Lot 92 (368546)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 93-112 (368547-368566) (inclusive) and 200 (368567)
Lot 93 (368547)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92 (368546), 94-112 (368548-368566) (inclusive) and 200 (368567)
Lot 94 (368548)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92 (368546), 93 (368547), 95-112 (368548-368566) (inclusive) and 200 (368567)
Lot 95 (368549)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-94 (368546-368548) (inclusive), 96-112 (368550-368566) (inclusive) and 200 (368567)
Lot 96 (368550)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-95 (368546-368549) (inclusive), 97-112 (368551-368566) (inclusive) and 200 (368567)
Lot 97 (368551)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-96 (368546-368550) (inclusive), 98-112 (368552-368566) (inclusive) and 200 (368567)
Lot 98 (368552)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-97 (368546-368551) (inclusive), 99-112 (368553-368566) (inclusive) and 200 (368567)
Lot 99 (368553)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-98 (368546-368552) (inclusive), 100-112 (368554-368566) (inclusive) and 200 (368567)
Lot 100 (368554)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-99 (368546-368553) (inclusive), 101-112 (368555-368566) (inclusive) and 200 (368567)
Lot 101 (368555)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-100 (368546-368554) (inclusive), 102-112 (368556-368566) (inclusive) and 200 (368567)
Lot 102 (368556)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-101 (368546-368555) (inclusive), 103-112 (368557-368566) (inclusive) and 200 (368567)

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Lot 103 (368557)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-102 (368546-368556) (inclusive), 104-112 (368558-368566) (inclusive) and 200 (368567)
Lot 104 (368558)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-103 (368546-368557) (inclusive), 105-112 (368559-368566) (inclusive) and 200 (368567)
Lot 105 (368559)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-104 (368546-368558) (inclusive), 106-112 (368560-368566) (inclusive) and 200 (368567)
Lot 106 (368560)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-105 (368546-368559) (inclusive), 107-112 (368561-368566) (inclusive) and 200 (368567)
Lot 107 (368561)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-106 (368546-368560) (inclusive), 108-112 (368562-368566) (inclusive) and 200 (368567)
Lot 108 (368562)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-107 (368546-368561) (inclusive), 109-112 (368563-368566) (inclusive) and 200 (368567)
Lot 109 (368563)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-108 (368546-368562) (inclusive), 110-112 (368564-368566) (inclusive) and 200 (368567)
Lot 110 (368564)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-109 (368546-368563) (inclusive), 111 (368565), 112 (368566) and 200 (368567)
Lot 111 (368565)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-110 (368546-368564) (inclusive), 112 (368566) and 200 (368567)
Lot 112 (368566)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive), 92-111 (368546-368565) (inclusive) and 200 (368567)
Lot 200 (368567)	Lots 1-38 (368503-368540) (inclusive), 39 (368569), 40-44 (368541-368545) (inclusive) and 92-112 (368546-368566) (inclusive)

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Insert type of instrument
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ANNEXURE SCHEDULE 2

SCHEME OF RESTRICTIVE COVENANTS

OPERATIVE CLAUSE

- 1 The Grantor for the Grantor and the Grantor's successors in title covenants with and for the benefit of the Grantee and the registered proprietors for the time being of all of the other Lots in the Development that it will forever be bound by the covenants set out in paragraphs 2 to 19.

COVENANTS

2 **Definitions**

- 2.1 *Benefiting Lot* means the lots described in column 2 of the First Schedule.
- 2.2 *Covenanted Lot* means the lots described in column 1 of the First Schedule.
- 2.3 *Developer* means Silverstone Developments Limited.
- 2.4 *Development* means the development of the Land undertaken by the Developer at Blunt Road, Te Kauwhata.
- 2.5 *Land* means Lot 1 on DPS 86584 (certificate of title SA68C/359) and Lot 2 on DPS 86585 (certificate of title SA68C/361).
- 2.6 *Lot(s)* means:
- (a) lots 1 to 44 (inclusive) and 92-112 (inclusive) shown on DP 391858; and
 - (b) lots 45-91 (inclusive) shown on the attached scheme plan (initially comprised within lot 200 on DP 391858),
- but excluding Lot 201 on DP 391858.
- 2.7 *Relevant Authority* means any corporation, including any government, local territorial authority, statutory or non-statutory authority or body having jurisdiction over the Covenanted Lot or the Land or any part thereof.

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2.8 *Scheme Plan* means the plan of the proposed subdivision of the Land prepared by or for the Grantee and incorporating the Covenantee Lot, a copy of which is attached to these covenants.

Building to comply

3 The Grantor shall not erect or permit to be erected on the Covenantee Lot any building or other improvements, including site works and landscaping, without obtaining from the Relevant Authority/Authorities all consents and permits required for such works.

4 The Grantor shall not allow the period for completion (including where appropriate exterior finishes and fencing) of any building works being conducted on the Covenantee Lot to exceed twelve months from the date of commencement of such works nor permit such building works to be left without substantial work being carried out for any consecutive period exceeding 3 months.

Restriction on building

5 The Grantor shall not erect on or permit to remain on the Covenantee Lot any dwelling or any other building or structure, other than a new single family dwelling house having a floor area of not less than the following:

5.1 In respect of Lots 1-41 (inclusive) - 160m²;

5.2 Lots 42-61 (inclusive) and 84-112 (Inclusive) - 175m²;

5.3 Lots 62-69 (inclusive) and 80-83 (inclusive) - 200m²;

5.4 Lots 70-79 (inclusive) - 225m²,

(including external walls, the basement and closed-in garage but excluding patios, decking and footpaths, the roof overhang and ancillary buildings and structures) provided that the Grantor shall be entitled to erect a utility shed (such as a garden shed) and a temporary builder's shed that must be removed on completion of the dwelling.

6 Each such single family dwelling house must:

6.1 have exteriors constructed in full with new materials (other than slate for roofs, which may be second-hand);

6.2 have fully enclosed basement areas (if any);

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 signature]

Annexure Schedule



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

Easement

Dated 14 August 2007

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(Continue in additional Annexure Schedule, if required.)

- 6.3 be connected to a reticulated electric power supply, water supply and sewerage scheme;
- 6.4 have a closed-in garage that will be used in conjunction with the dwelling house; and
- 6.5 not incorporate any sheet-metal or other reflective materials in the exterior sheathing and/or fencing (except factory pre-painted or pre-coated coloursteel or zincalume, the use of which is acceptable) and all roofing shall use pre-finished materials.

- 7 Notwithstanding the provisions of paragraph 5, the registered proprietors of Lots 43, 47, 52, 93, 95, 108, 110 and 112 shall (subject to the proprietor obtaining the consent of Waikato District Council) be entitled to construct a "home and income" on the property provided that the home and income components are contained within a single dwelling (i.e. within one roof line).

Completion prior to occupation

- 8 The Grantor shall not use, occupy or move into any dwelling or building erected on the Covenanted Lot until such time as:
 - 8.1 The dwelling or building has been substantially completed in accordance with the terms of these covenants and the requirements of any Relevant Authority; and
 - 8.2 The exterior of the dwelling or building has been fully completed and (where appropriate) painted or stained.

Driveway

- 9 The driveway and/or vehicle access over the Grantor's Lot shall be fully constructed in a permanent dust-free surfacing such as concrete, cobblestones, interlocking paving or bitumen sealing, and shall be completed in a proper and tradesmanlike manner within 12 months of the commencement of the construction of the building.

Fences and Trees

- 10 The Grantor shall not allow to be planted or erected as the case may be any lines of trees and shrubs or fences in excess of 1.8 metres in height nor shall the Grantor allow the height of existing lines of trees and shrubs or fences to be increased over the 1.8 metre limit other than as agreed by the Grantee.

Maintenance of Covenanted Lot

- 11 The Grantor shall:

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Annexure Schedule



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(Continue in additional Annexure Schedule, if required.)

- 11.1 keep the Covenanted Lot and any road berm in a neat and tidy condition and shall not permit the excessive growth of grass and/or weeds so that the grass or weeds exceed 150 millimetres in height or otherwise become unsightly;
- 11.2 keep the Covenanted Lot free of rubbish and/or debris;
- 11.3 be responsible for the cost of repairing any damage to any berms or rights of way during the construction of buildings or other improvements to the Covenanted Lot;
- 11.4 ensure that any exposed banks on the Covenanted Lot are be planted in grass or shrubs and that no areas of sand or clay on the Covenanted Lot shall be permitted to remain exposed for more than three months.
- 11.5 ensure that any planting on the Covenanted Lot is as far as reasonably possible compatible with the surrounding environment. In particular, the Grantor shall ensure that any such planting shall not result in any infestation of the adjacent wetlands;
- 11.6 be bound by a fencing covenant within the meaning of section 2 of the Fencing Act 1978 to the extent the Developer shall not at any time be liable to pay for or contribute towards the cost of construction or maintenance of any fence between the Covenanted Lot and any adjoining property of the Developer. This proviso shall not take effect for the benefit of any subsequent purchaser or proprietor of adjacent property;
- 11.7 complete the installation of all service connections (including telecommunications and power supply) to the dwelling, garages and outbuildings underground from the point of supply of such services at the boundary of the Covenanted Lot.

- 12 If the Grantor defaults in complying with the requirements set out in paragraph 11, the Grantee may enter the Covenanted Lot and take whatever action it considers necessary at the expense of the Grantor to remedy the default. If the Grantor fails to pay to the Grantee upon demand all costs so incurred, the Grantee may recover those costs from the Grantor as liquidated damages in any court of competent jurisdiction.

Immobile vehicles

- 13 The Grantor shall not:

- 13.1 permit to be placed upon the Covenanted Lot any caravan to be used for residential use;

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(Continue in additional Annexure Schedule, if required.)

13.2 bring on or allow to remain on the Covenantee Lot any vehicle, equipment, machinery or rubbish (Inorganic or organic) which is unsightly or which is or likely to become a nuisance to the registered proprietors for the time being of the other Lots in the Development;

13.3 place or leave any immobile or broken down vehicles on any road or reserve in the Development.

Use

14 The Grantor shall not:

14.1 use any part of the Covenantee Lot or permit the same to be used for any trading or commercial purposes, unless:

(a) such purpose is a permitted activity under the relevant district plan and complies in all respects with the district plan and the requirements of the Relevant Authority; and

(b) is ancillary and subordinate to the principal use of the Covenantee Lot as a residence.

14.2 at any time or times use or allow to be used the Covenantee Lot for the breeding of dogs or cats.

15 The Grantor agrees that it shall not sell or lease or enter into any like arrangement that gives possession of a Covenantee Lot to Housing New Zealand or any client of Housing New Zealand, nor consent to any sublease or assignment of any lease or other arrangement under which possession of any Covenantee Lot passes to Housing New Zealand or any client of Housing New Zealand.

Staged Development

16 The Grantor agrees and acknowledges that the subdivision of the Land is being undertaken in two stages. The Grantee agrees that these Covenants will be registered against each of the lots in stage one (being lots 1-44 (inclusive) and 92-112 (inclusive) on DP 391858), and will be registered against the residue title for lot 200 on DP 391858 (*Residue Land*).

17 Given part of the Residue Land will vest in the Waikato District Council as road and reserve (as shown on the Scheme Plan), the Grantee and Grantor agree that on the deposit of the land transfer plan intended to give effect to the subdivision of stage two (as shown on the Scheme Plan), the Covenants will be deemed to have been revoked in respect of the road and reserve to

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Annexure Schedule



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

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

vest in Waikato District Council and the signing of these Covenants by the Grantee and Grantor shall give Land Information New Zealand sufficient authority to give effect to that revocation.

Breach of covenants

18 As the value of the Lots will be affected by the continuing observance of these covenants, should the Grantor or any subsequent registered proprietor of the Covenanting Lots not comply with or fulfil any of these covenants then, without prejudice to any other remedy which the Grantee may have:

18.1 the Grantor shall on demand pay to the Grantee the sum of \$10,000.00 or a sum equal to 10% of the unimproved value of the Covenanting Lot for the time being whichever sum is the larger, together with interest at 12% per annum (calculated on a daily basis for any period less than a year) for such period as the breach(s) shall continue;

18.2 the Grantee may take whatever action it considers necessary to remedy the breach, including where necessary entering upon the Covenanting Lot; and

18.3 all expenses and costs incurred in enforcing the covenants, will constitute a debt due that will be a charge against the Covenanting Lot and will be recoverable as liquidated damages.

Developer not liable to enforce

19 The Developer will not be required, or obliged, to enforce all or any of the covenants, stipulations or restrictions on the part of the Grantee contained in this agreement, nor will the Developer be liable to the Grantor for any breach of any covenants, stipulations or restrictions by the registered proprietors of any of the other Lots.

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 signature]

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Mortgage

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

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

WESTPAC NEW ZEALAND LIMITED

**Mortgagee under mortgage number
7262355.1**

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:

Grant of land covenants in the form attached

Dated this _____ day of _____

23 AUG 2007

Attestation

Signed by
WESTPAC NEW ZEALAND LIMITED
incorporated in New Zealand

by its attorney

in the presence of

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation WINSOR WING SHEUNG SCHAUER
BANK OFFICER
Address WESTPAC NEW ZEALAND LIMITED
LEGAL SERVICES UNIT
AUCKLAND

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.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

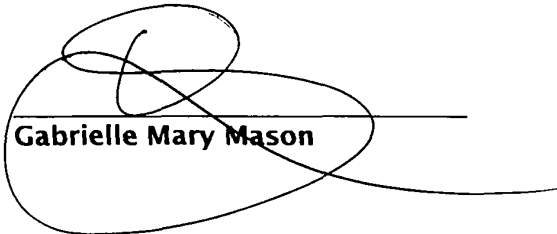
I, GABRIELLE MARY MASON, of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006, a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date of this certificate I am a Tier One Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise

SIGNED at Auckland

On this 23rd day of August 2007


Gabrielle Mary Mason

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Mortgage

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

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

NORTH SOUTH FINANCE LIMITED

Mortgage under mortgage number 7099060.3

Consent

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

Delete words in [] if inconsistent with the consent.

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

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

[section of the Act]

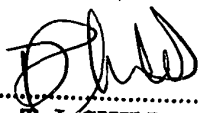
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

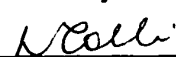
Grant of land covenants in the form attached.

Dated this **14th** day of **August** **2007**

Attestation


.....
T.J. CHILDS
Authorised Signatory

Signed in my presence by the Consentor


Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

LISA MAREE COLLINS
LOANS REGISTRAR
AUCKLAND

Signature of Consentor

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