

**TRANSFER**  
**Land Transfer Act 1952**

**T 5883254.8 Transfer**  
Cpy - 01/01, Pgs - 010, 30/01/04, 14:09  
  
DocID: 211039176

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

Nelson

Certificate of Title No.

All or Part? Area and legal description — *Insert only when part or Stratum, CT*

See Schedule C

Transferor Surnames must be underlined

**KARAPOTI DEVELOPMENTS LIMITED**

Transferee Surnames must be underlined

**KARAPOTI DEVELOPMENTS LIMITED**

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No. ....; Right of way etc.*

Fee Simple subject to Land Covenant (continued on Page 2 Annexure Schedule) and the Transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor

Consideration

\$0.10 (Ten Cents)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this

24

day of

November. 2003

Attestation



Director

Signature, or common seal of Transferor

Signed in my presence by the Transferor and Transferee  
Signature of Witness



Witness to complete in **BLOCK** letters  
(unless typewritten or legibly stamped)

Witness name

Mary K. Anderson

Occupation

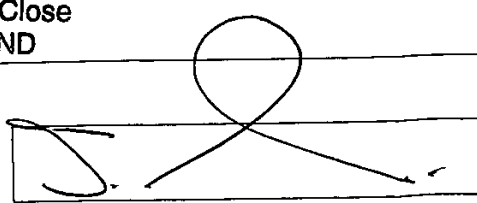
Receptionist

Address

12 Ledger Close  
RICHMOND

Certified correct for the purposes of the Land Transfer Act 1952

REF: 4130

  
Solicitor for the Transferee

Approved by Registrar-General  
of Land under No. 1995/1003

# TRANSFER

**Land Transfer Act 1952**

Law Firm Acting

Auckland District Law Society  
REF: 4130

**This page is for Land Registry Office use only.**  
*(except for "Law Firm Acting")*

**Annexure Schedule**

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

Transfer

Dated

24-11-2003

Page

2 of 9

pages

(Continue in additional Annexure Schedule, if required.)

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

The Transferor when registered proprietor of the land formerly contained in Certificate of Title 21267 subdivided the land into residential lots in the manner shown and defined in DP 328824 AND WHEREAS it is the Transferor's intention to create for the benefit of the land in the Certificates of Title set out in Schedule A (hereinafter referred to as the "Dominant Lots") the Land Covenants set out in Schedule B over the land described Schedule C (hereinafter referred to as the "Servient Lots") TO THE INTENT that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lots

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the respective Dominant Lots the Transferee DOETH HEREBY COVENANT AND AGREE in the manner set out in Schedule B so that the Covenants run with the Servient Lots for the benefit of the respective Dominant Lots as described in Schedule A.

THAT the said KARAPOTI DEVELOPMENTS LIMITED will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Servient Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Dominant Lots shall indemnify and keep indemnified the said KARAPOTI DEVELOPMENTS LIMITED and its legal successors (other than successors in title after registration of a Memorandum of Transfer) from any costs, claims, suits, demands or liabilities or otherwise howsoever arising out of or under or by virtue of this Transfer in respect of any parts of the Dominant Lots which have been transferred by the said KARAPOTI DEVELOPMENTS LIMITED to another registered proprietor.

THAT if the owner or the occupier for the time being of any of the Servient Lots breaches any of the restrictive covenants the owner or occupier (as the case may be) shall on requisition from a Dominant Lot owner forthwith at the election of the Dominant Lot owner either:

- (i) forthwith permanently remedy or remove such cause of the breach at the cost of the owner or occupier (whichever is in breach) on a full indemnity basis including all the Dominant Lot owner's fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breaches; or
- (ii) pay to the Dominant Lot owner as liquidated damages the sum of \$100.00 per day for every day that such breach or non observance or non compliance continues from and after the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple proprietors of the Dominant Lot is limited to \$100.00 per day)

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.



MKA



**Annexure Schedule**

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

Transfer

Dated 24-11-2003

Page 3 of 9 pages

(Continue in additional Annexure Schedule, if required.)

SCHEDULE A

Certificates of Title

"the Dominant Lots" all on DP 328824

117673	Lot 1
117674	Lot 2
117675	Lot 3
117676	Lot 4
117677	Lot 5
117678	Lot 6
117679	Lot 7
117680	Lot 8
117681	Lot 9
117682	Lot 10
117683	Lot 11
117684	Lot 12
117685	Lot 13
117686	Lot 14
117687	Lot 15
117688	Lot 16
117689	Lot 17
117690	Lot 18
117691	Lot 19
117692	Lot 20
117693	Lot 21
117694	Lot 22
117695	Lot 23
<del>117696</del>	<del>Lot 24</del>
117697	Lot 26



SCHEDULE B

**Land Covenants**

The Transferee will not:-

1. Subdivide any of the servient lots on the plan of subdivision.

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.

 MKA 

**Annexure Schedule**

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

Transfer

Dated 24-11-2003

Page 4 of 9 pages



(Continue in additional Annexure Schedule, if required.)

- (a) For the purposes of this clause "subdivide" shall have the meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991.
- (b) Any boundary adjustment that does not create a separate building site shall not be in breach of this condition.

2. Erect or permit to be erected upon any of the servient lots:

- (i) Any more than one dwelling and one associated outbuilding
- (ii) A dwelling with an internal ground floor area of less than 110m<sup>2</sup> excluding any garaging or outbuildings. Any house shall be built on site from an individual design.
- (iii) Any dwelling, building or other structure where the wall cladding is not of a consistent quality. The wall cladding of the dwelling and outbuilding are to have a consistent quality and can be brick, stone, plaster (whether cement or coating over polystyrene block or sheathing).
- (iv) Any dwelling, building or structure of a "A" frame style construction.
- (v) Any pre-used dwelling building or structure, or building built off site.
- (iv) A dwelling building or other structure with roof cladding of corrugated iron whether unpainted or painted PROVIDED THAT Decramastic and Coloursteel products or products of similar construction precoated in the manufacturing process shall not be in breach of this restriction.
- (v) Any pre-used dwelling building or structure constructed of second hand building materials (excluding recycled bricks) are to be used in the construction of any dwelling or outbuilding unless prior written approval from the Transferor is obtained.
- (vi) Any outbuilding other than buildings of a style and quality similar to the dwelling erected on that servient lot;
- (vii) Any dwelling, building, mast, aerial, tree, shrub or other plant higher than 5.8m above the average ground level of the servient lot and the position of that item.

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.

 MKA 

**Annexure Schedule**

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

Transfer

Dated

24-11-2003

Page

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of

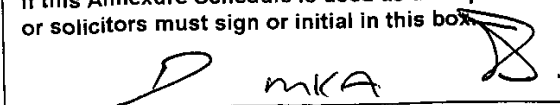
9

pages

(Continue in additional Annexure Schedule, if required.)

- (viii) Any dwelling:-
    - (a) having more than one storey; or
    - (b) building or structure incorporating an understructure that is not fully enclosed.
  - (ix) Any boundary fence or fence within the servient lot built of galvanized iron, polite, cement board panels or any live hedge exceeding two metres in height;
  - (x) Any fence within 3 meters of the boundary with the legal road exceeding 1.2m in height.
  - (xi) Any garage, outbuilding or fence except in permanent materials of natural timber, brick stone, rock or plaster or any other permanent materials agreed to in writing by the Transferor.
  - (xii) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive to the subdivision in terms of design and location, siting any garden shed or clothesline in such a way as to not be highly visible from the street.
3. live on site in temporary accommodation while constructing the principal dwelling.
  4. permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath or in front of the building line of the dwelling on the servient lot.
  5. carry out landscaping on the road frontage of the Local authority owned land except in accordance with the general overall landscaping of the road reserve by the Transferor, or without prior written approval by the Transferor.
  6. bring on to the servient lot any animals or livestock to raise, breed or keep other than a maximum of two family domestic dogs or cats unless prior written approval is given by the Transferor.
  7. allow any animal (including dogs and other domestic pets) to be kept in or about the servient lot which is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the Transferee is not allowed to keep on the servient lot any dog which in whole or part resembles the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds
  8. use the adjacent or abutting land and footpaths for access and dumping of rubbish. The

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

 The box contains three handwritten signatures or initials: a stylized 'D', the letters 'MKA', and a signature that appears to be 'D' with a flourish.

**Annexure Schedule**

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

Transfer

Dated 24.11.2003

Page 6 of 9 pages

(Continue in additional Annexure Schedule, if required.)

Transferee shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Transferee's use of the land directly or indirectly through the Transferee's action or those of the Transferee's agent or invitees.

- 9. use the property or permit the property to be used for any trading or commercial purpose nor will the registered proprietor erect or permit to be erected or placed on the servient lot any advertisement, sign or hoarding of a commercial nature

The Transferee covenants to maintain the servient lot to an acceptable standard (in the Transferors opinion) and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height the Transferor reserves the right to have the servient lot mowed and the Transferee agrees to accept liability for such cost plus 50%

The Transferee shall ensure that the exterior of the dwelling, building or other structure visible to the public will not remain in an unfinished stage for more than six months from commencement of the erection of such dwelling, building, or other structure.

While the Transferor (the said KARAPOTI DEVELOPMENTS LIMITED) remains registered proprietor of at least a part of any of the Dominant Lots the Transferor reserves the right to itself (with the intent that this right does not enure to its successors in Title) to waive or vary conditions 2(ii), 2(iii), 2(ix) or 2(x) provided it approves in writing any alternate building plans that meet its expectations for the development. Production of such written approval shall be conclusive evidence that there is no breach of covenant and such approval will be binding on all other registered proprietors from the time being of any part of the Dominant Lots.

The registered proprietor acknowledges that the above restrictions shall last for 21 years from the date of deposit of plan of subdivision 328824.

SCHEDULE C

Certificates of Title

"the Servient Lots" all on DP 328824

117673	Lot 1
117674	Lot 2
117675	Lot 3
117676	Lot 4
117677	Lot 5

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

Transfer

Dated

24.11.2003

Page

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of

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pages

(Continue in additional Annexure Schedule, if required.)

117678	Lot 6
117679	Lot 7
117680	Lot 8
117681	Lot 9
117682	Lot 10
117683	Lot 11
117684	Lot 12
117685	Lot 13
117686	Lot 14
117687	Lot 15
117688	Lot 16
117689	Lot 17
117690	Lot 18
117691	Lot 19
117692	Lot 20
117693	Lot 21
117694	Lot 22
117695	Lot 23
<del>117696</del>	<del>Lot 24</del>
117697	Lot 26

To The Land Registrar. Please note the above Covenants on the Certificates of Title for the Dominant 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.

 MKA 



**Annexure Schedule**

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

Transfer

Dated 24-11-2003

Page 8 of 9 pages

(Continue in additional Annexure Schedule, if required.)

**MORTGAGEES CONSENT**

WESTPAC BANKING CORPORATION as Mortgagee pursuant to Memorandum of Mortgage 5674599.6 HEREBY CONSENTS to the registration of the within instrument.

DATED at Auckland the 27<sup>th</sup> day of November 2003

Mariana May van der Hulst

CLARA KWOK  
LEGAL EXECUTIVE  
WESTPAC BANKING CORPORATION  
LEGAL SERVICES UNIT  
AUCKLAND

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.

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**  
**OTHER THAN BONDS, FACILITY AGREEMENTS**  
**AND POWERS OF ATTORNEY**

I, **MARIANA MAY VAN DER HULST**, of Auckland in New Zealand, Bank Officer

**HEREBY CERTIFY -**

1. **THAT** by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1  
BLENHEIM (Marlborough Registry) and there numbered 187102  
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1  
DUNEDIN (Otago Registry) and there numbered 915888  
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1  
HAMILTON (South Auckland Registry) and there numbered B.367046  
HOKITIKA (Westland Registry) and there numbered 105721  
INVERCARGILL (Southland Registry) and there numbered 244294.1  
NAPIER (Hawkes Bay Registry) and there numbered 646199.1  
NELSON (Nelson Registry) and there numbered 361557.1  
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551  
WELLINGTON (Wellington Registry) and there numbered B.533510.1

**WESTPAC BANKING CORPORATION** ABN 33 007 457 141 incorporated in New South Wales, Australia ("Westpac") appointed me its attorney on the terms and subject to the conditions set out in that Deed and the attached document is executed by me under the powers conferred by that Deed.

2. **THAT**, at the date of this certificate, I am Manager Legal for Westpac.
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 or otherwise.

**SIGNED** at Auckland  
this *27<sup>th</sup>* day of *November* 2003



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 5930276.2 Easement I**

Land registration district

NELSON



Cpy - 01/01, Pgs - 008, 11/03/04, 11:42



DocID: 211073468

Grantor

Surname(s) must be underlined or in CAPITALS.

**KARAPOTI DEVELOPMENTS LIMITED**

Grantee

Surname(s) must be underlined or in CAPITALS.


**KARAPOTI 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).

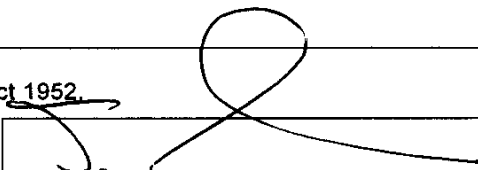
Dated this 2nd day of February March 2004

Attestation

 Director	Signed in my presence by the Grantor and Grantee
	Signature of witness <u>Mary K Anderson</u> Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b> Mary K. Anderson <b>Occupation</b> Receptionist <b>Address</b> 12 Ledger Close RICHMOND
Signature [common seal] of Grantor	

 Signature [common seal] of Grantee	Signed in my presence by the Grantee
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b> <b>Occupation</b> <b>Address</b>

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 2 March 2004

Page 1 of 2 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)
The restrictive Land Covenant and positive land covenant set out in Annexure Schedule 2		Lot 13 DP 328824 117685	Lot 26 DP 328824
		Lot 14 DP 328824 117686	Lot 26 DP 328824
		Lot 15 DP 328824 117687	Lot 26 DP 328824
		Lot 16 DP 328824 117688	Lot 26 DP 328824
		Lot 18 DP 328824 117690	Lot 26 DP 328824
		Lot 19 DP 328824 117691	Lot 26 DP 328824 117697

**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**

**Annexure Schedule 2**



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

Easement

Dated 2 March 2004

Page 2 of 2 Pages

*(Continue in additional Annexure Schedule, if required.)*

**Land Covenant**

The registered proprietor of the Servient Tenement will not object, and if requested will provide its consent, to any resource consent application by Karapoti Developments Limited in respect of the Dominant Tenement.

The registered proprietors of the Servient and Dominant Lots acknowledge that the above restriction shall last for 21 years from the date of this instrument.

To The Land Registrar:

Please note the above covenants on the Certificates of Title for the Dominant Lot.

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

Land Covenant

Dated 2 March 2004

Page 3 of 4 pages

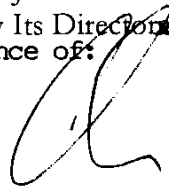
(Continue in additional Annexure Schedule, if required.)

**CAVEATOR'S CONSENT**

NELSON PROJECTS 9 LIMITED as Caveator pursuant to Caveat No. 5883254. X 9  
HEREBY CONSENTS to the registration of the within instrument.

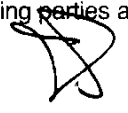
DATED at Nelson the 4 day of March 2004

SIGNED by  
NELSON PROJECTS 9 LIMITED )  
As Caveator by Its Director )  
In the presence of: )



Neil Mark Allen  
Legal Executive  
Pitt & Moore  
Nelson

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**Annexure Schedule**

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

Land Covenant Dated 2 March 2004 Page 4 of 4 pages

(Continue in additional Annexure Schedule, if required.)

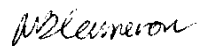
**MORTGAGEES CONSENT**

WESTPAC BANKING CORPORATION as Mortgagee pursuant to Mortgage  
No.5674599.6 HEREBY CONSENTS to the registration of the within instrument.  
**SUBJECT TO AND WITHOUT PREJUDICE TO** its rights and remedies under the said  
Mortgage.

DATED 2nd day of March 2004

Signed by  
**WESTPAC BANKING CORPORATION**  
by its attorney  
in the presence of:

  
**Mariana May van der Hulst**

  
**NICOLA BRENDA CAMERON**  
BANK OFFICER  
WESTPAC BANKING CORPORATION  
LEGAL SERVICES UNIT  
AUCKLAND

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**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**  
**OTHER THAN BONDS, FACILITY AGREEMENTS**  
**AND POWERS OF ATTORNEY**

I, **MARIANA MAY VAN DER HULST**, of Auckland in New Zealand, Bank Officer

**HEREBY CERTIFY -**

1. **THAT** by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1  
BLENHEIM (Marlborough Registry) and there numbered 187102  
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1  
DUNEDIN (Otago Registry) and there numbered 915888  
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1  
HAMILTON (South Auckland Registry) and there numbered B.367046  
HOKITIKA (Westland Registry) and there numbered 105721  
INVERCARGILL (Southland Registry) and there numbered 244294.1  
NAPIER (Hawkes Bay Registry) and there numbered 646199.1  
NELSON (Nelson Registry) and there numbered 361557.1  
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551  
WELLINGTON (Wellington Registry) and there numbered B.533510.1

**WESTPAC BANKING CORPORATION** ABN 33 007 457 141 incorporated in New South Wales, Australia ("Westpac") appointed me its attorney on the terms and subject to the conditions set out in that Deed and the attached document is executed by me under the powers conferred by that Deed.

2. **THAT**, at the date of this certificate, I am Manager Legal for Westpac.
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 or otherwise.

**SIGNED** at Auckland  
this 2nd day of March 2004





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

NELSON



**EI 7178599.7 Easemen**

Cpy - 01/01, Pgs - 008, 22/12/06, 08:40



Grantor

Surname(s) *mus.*

KARAPOTI DEVELOPMENTS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.


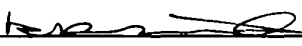
KARAPOTI DEVELOPMENTS LIMITED

**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).

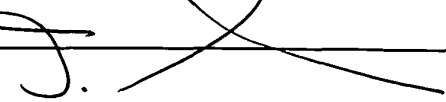
Dated this 6<sup>th</sup> day of September 2006

Attestation

 (Director)	<b>Signed in my presence by the Grantor and Grantee</b>  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b> Occupation                   A D SMITH Receptionist Address                         7A Roeske Street RICHMOND
<b>Signature [common seal] of Grantor</b>	

  	<b>Signed in my presence by the Grantee</b>  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b> Occupation Address
	<b>Signature [common seal] of Grantee</b>

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

Dated

6-9-06

Page

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of

5

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 (continued on Annexure Schedule)		Lots 24 - 49 DP 374647 (inclusive)	Lots 24 - 49 DP 374647 (inclusive)

**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**

**Annexure Schedule**

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

Easement

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(Continue in additional Annexure Schedule, if required.)

**LAND COVENANTS**

The Grantor will not:-

1. Subdivide the servient tenement.
  - (a) For the purposes of this clause "subdivide" shall have the meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991.
  - (b) Any boundary adjustment that does not create a separate building site shall not be in breach of this condition.
  
2. Erect or permit to be erected upon the servient tenement:
  - (i) Any more than one dwelling and one associated outbuilding
  - (ii) A dwelling with an internal ground floor area of less than 130m<sup>2</sup> (including any garaging but excluding any outbuildings). Any house shall be built on site from an individual design.
  - (iii) Any dwelling, building or other structure where the wall cladding is not of a consistent quality. The wall cladding of the dwelling and outbuilding are to have a consistent quality and can be brick, stone, plaster (whether cement or coating over polystyrene block or sheathing).
  - (iv) Any dwelling, building or structure of a "A" frame style construction.
  - (v) Any pre-used dwelling building or structure, or building built off site.
  - (vi) A dwelling building or other structure with roof cladding of corrugated iron whether unpainted or painted PROVIDED THAT Decramastic and Coloursteel products or products of similar construction precoated in the manufacturing process shall not be in breach of this restriction.
  - (vii) Any dwelling building or structure constructed of second hand building materials (excluding recycled bricks) unless the prior written approval from the KARAPOTI DEVELOPMENTS LIMITED is obtained.
  - (viii) Any outbuilding other than buildings of a style and quality similar to the dwelling erected on that servient tenement;
  - (ix) Any dwelling, building, mast, aerial, tree, shrub or other plant higher than 5.8m above the average ground level of the servient tenement and the position of that item.

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.)

- (x) Any dwelling:-
    - (a) having more than one storey; or
    - (b) building or structure incorporating an understructure that is not fully enclosed.
  - (xi) Any boundary fence or fence within the servient tenement built of galvanized iron, polite, cement board panels or any live hedge exceeding two metres in height;
  - (xii) Any fence within 3m of the boundary with the legal road exceeding 1.2m in height.
  - (xiii) Any garage, outbuilding or fence except in permanent materials of natural timber, brick, stone, rock or plaster or any other permanent materials agreed to in writing by the KARAPOTI DEVELOPMENTS LIMITED.
  - (xiv) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive to the subdivision in terms of design and location, siting any garden shed or clothesline in such a way as to not be highly visible from the street.
3. live on site in temporary accommodation while constructing the principal dwelling.
  4. permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath.
  5. carry out landscaping on the road frontage of the Local authority owned land except in accordance with the general overall landscaping of the road reserve by KARAPOTI DEVELOPMENTS LIMITED, or without prior written approval by KARAPOTI DEVELOPMENTS LIMITED.
  6. bring on to the servient tenement any animals or livestock to raise, breed or keep other than a maximum of two family domestic dogs or cats unless prior written approval is given by KARAPOTI DEVELOPMENTS LIMITED.
  7. allow any animal (including dogs and other domestic pets) to be kept in or about the servient tenement which is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the Grantor is not allowed to keep on the servient tenement any dog which in whole or part resembles the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds
  8. use the adjacent or abutting land and footpaths for access and dumping of rubbish. The Grantor shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising

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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.)*

from the Grantor's use of the land directly or indirectly through the Grantor's action or those of the Grantor's agent or invitees.

9. use the servient tenement or permit the servient tenement to be used for any trading or commercial purpose nor erect or permit to be erected or placed on the servient tenement any advertisement, sign or hoarding of a commercial nature

The Grantor covenants to maintain the servient tenement to an acceptable standard (in the opinion of KARAPOTI DEVELOPMENTS LIMITED) and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height KARAPOTI DEVELOPMENTS LIMITED reserves the right to have the servient tenement mowed and the Grantor agrees to accept liability for such cost plus 50%.

The Grantor shall ensure that the exterior of the dwelling, building or other structure visible to the public will not remain in an unfinished stage for more than six months from commencement of the erection of such dwelling, building, or other structure.

KARAPOTI DEVELOPMENTS LIMITED reserves the right to itself to grant dispensation (to be in writing) for the performance of the conditions in Clauses 2(i) to 2(vii) (inclusive) provided any such dispensation meets the reasonable expectations of KARAPOTI DEVELOPMENTS LIMITED for the development.

KARAPOTI DEVELOPMENTS LIMITED will not be liable because of any action it takes or fails to take or for any default in any building erected on the Servient Tenement or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Dominant Tenements shall indemnify and keep indemnified the said KARAPOTI DEVELOPMENTS LIMITED and its legal successors (other than successors in title after registration of a Transfer Instrument) from any costs, claims, suits, demands or liabilities or otherwise howsoever arising out of or under or by virtue of this easement instrument in respect of the Dominant Tenement which have been transferred by the said KARAPOTI DEVELOPMENTS LIMITED to another registered proprietor.

If the Servient Tenement breaches any of the restrictive covenants the owner or occupier (as the case may be) shall on requisition by a Dominant Tenement forthwith at the election of the Dominant Tenement either:

- (i) immediately and permanently remedy or remove such cause of the breach at the cost of the owner or occupier (whichever is in breach) on a full indemnity basis including all the Dominant Tenement owner's fees and charges for enforcing the remedies and dealing with any claims against the Dominant Tenement owner by third parties because of such breaches; or
- (ii) pay to the Dominant Tenement as liquidated damages the sum of \$100.00 per day for every day that such breach or non observance or non compliance continues from and after the date upon which written demand is made by the Dominant Tenement (to the intent that the total payable by any person under this paragraph to multiple proprietors of the Dominant Tenement is limited to \$100.00 per day)

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 6-9-06

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*(Continue in additional Annexure Schedule, if required.)*

The registered proprietor acknowledges that the above restrictions shall last for 21 years from the date of deposit of deposited plan of subdivision 374647.

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 - Consent Form**

Land Transfer Act 1952 section 238(2)



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

Easement Instrument

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.)

<u>Westpac Banking Corporation</u>	<u>Mortgagee under Mortgage No. 6564873.6</u>
------------------------------------	---

**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:  
**registration of the easement instrument.**

Dated this 6<sup>th</sup> day of September 2006

**Attestation**

Signed by <b>WESTPAC BANKING CORPORATION</b> incorporated in New South Wales Australia  by its attorney <u>GABRIELLE MARY MASON</u>  in the presence of	Signed in my presence by the Consentor  
	Signature of Witness  Witness to complete in BLOCK letters (unless legibly printed)  Witness name <b>KIRSTON JANE COX</b> <b>BANK OFFICER</b> <b>WESTPAC BANKING CORPORATION</b> <b>LEGAL SERVICES UNIT</b> <b>AUCKLAND</b>  Occupation  Address
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.

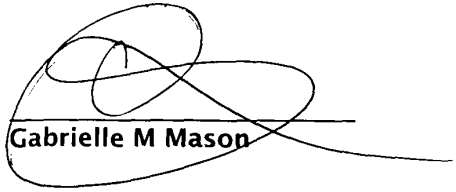
**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

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

**HEREBY CERTIFY -**

1. **THAT** by Deed dated 20 October 2003 a copy of which is deposited in the Land Registry Office at Christchurch and there numbered PA 5941731.1 **WESTPAC BANKING CORPORATION** ABN 33 007 457 141, incorporated in Australia (and registered in New South Wales) under the Corporations Act 2001 of Australia and having its principal place of business in New Zealand at 188 Quay Street, Auckland ("Westpac") appointed me its attorney on the terms and subject to the conditions set out in that Deed and the attached document is executed by me under the powers conferred by that Deed.
2. **THAT**, at the date of this certificate I am a Tier Two Attorney for Westpac.
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 or otherwise.

**SIGNED** at Auckland  
On this 6<sup>th</sup> day of September 2006

  
**Gabrielle M Mason**