



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
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R.W. Muir
Registrar-General
of Land

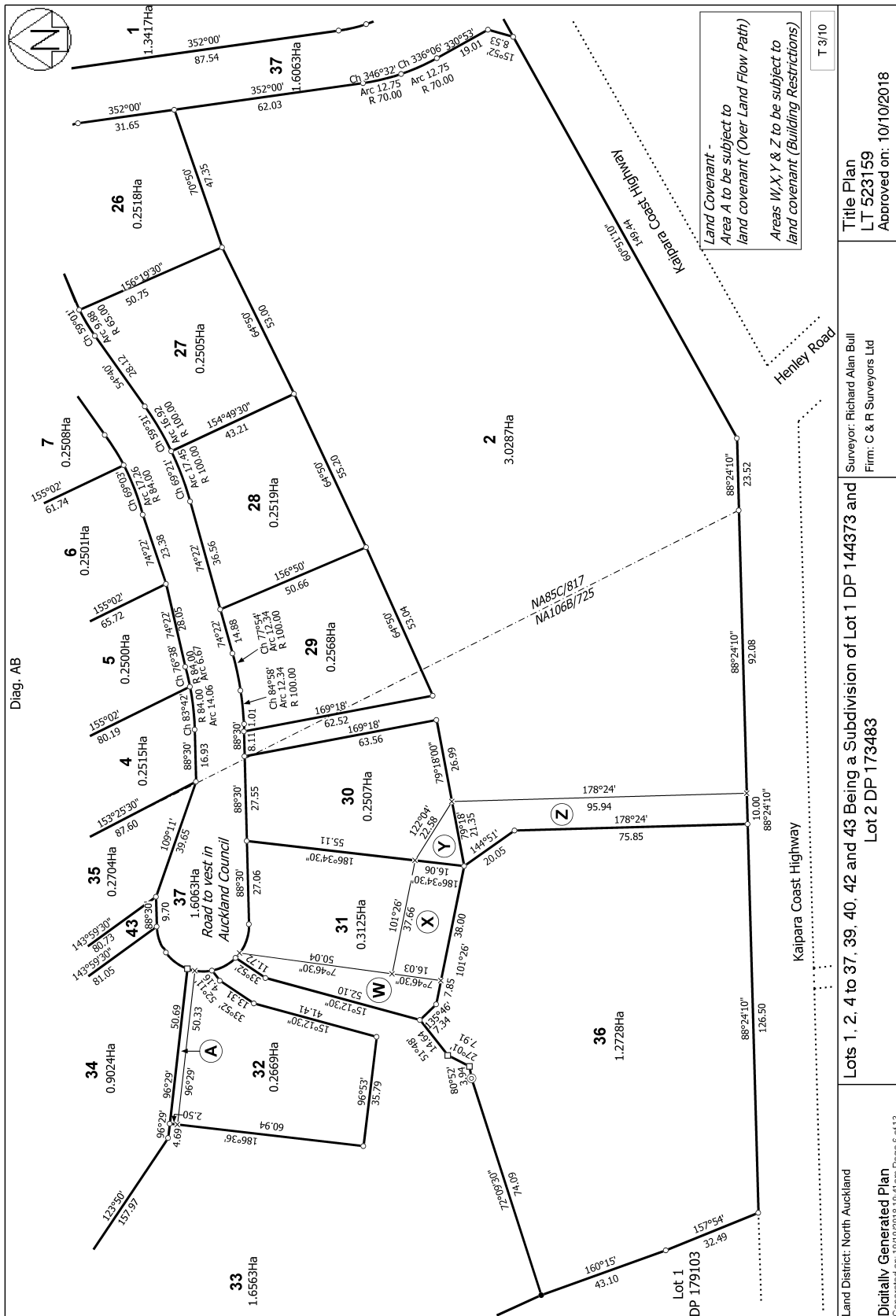
Identifier **831729**
Land Registration District **North Auckland**
Date Issued 05 October 2018

Prior References
NA106B/725

Estate Fee Simple
Area 1.2728 hectares more or less
Legal Description Lot 36 Deposited Plan 523159
Registered Owners
Jeffrey Ronald Down and Sarah Jane Down

Interests

5710816.1 Gazette Notice (NZ Gazette 5/12/2002 p 4424) declaring State Highway No. 16 adjoining to be a limited access road pursuant to Section 88(1) Transit New Zealand Act 1989 - 29.8.2003 at 9:00 am
11174340.8 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 5.10.2018 at 3:31 pm
11174340.9 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 5.10.2018 at 3:31 pm
Land Covenant in Easement Instrument 11174340.11 - 5.10.2018 at 3:31 pm
Land Covenant in Easement Instrument 11174340.12 - 5.10.2018 at 3:31 pm
Land Covenant in Easement Instrument 11174340.13 - 5.10.2018 at 3:31 pm



GN 5710816.1 Gazette

Cpy - 01/01, Pgs - 002, 03/09/03.09



DocID: 311031104

**Declaring State Highway to be Limited Access Road
—State Highway No. 16, Helensville to Wellsford**

It is notified that Transit New Zealand, by resolution dated 3 July 2002 and pursuant to section 88 (1) of the Transit New Zealand Act 1989, hereby declares that part of State Highway No. 16 described in the Schedule hereto and as more particularly shown on Plan LA 16/47/106 and accompanying schedule held in the office of the Regional Manager, Transit New Zealand, Auckland, and there available for public inspection, to be limited access road.

Schedule

That section of State Highway No. 16, commencing at the eastern abutment of the Kaipara River Bridge at Helensville and proceeding generally in a northerly direction to the intersection with Davies Road at Wellsford (Route Position 47/0.00 to Route Position 92/13.65); a distance of 58.05 kilometres.

Dated at Wellington this 27th day of November 2002.

Signed on behalf of Transit New Zealand by:

M. K. LAUDER, Highway Control Manager.

nu8143

CP number	Lot Number	Number of Crossing Place Notices
153	DP 172263 CT 105C/187	1
153, 154	DP 172263 CT 105C/188	2
153	DP 172263 CT 105C/189	1
153, 155	DP 172263 CT 105C/190	2
379	Lot 1 DP 172428 CT 105C/476	1
217 - 220, 449A	PT Puatahi 3C ML 9642 CT 1065/218	5
415, 416	Lot 1 DP 23971 CT 1069/179	2
417, 418	Pt Lot 4 DP 23971 CT 1069/180	2
102	Lot 1 DP 173342 CT 106B/479	1
41 - 43	Lot 2 DP 173483 CT 106B/725	3

View Instrument Details



Instrument No	11174340.8
Status	Registered
Date & Time Lodged	05 October 2018 15:31
Lodged By	Hunt, William Patrick
Instrument Type	Notice under Section 91 Transit New Zealand Act 1989



Affected Computer Registers	Land District
831729	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Richard James Seaward Cantrell as Crown Representative on 28/09/2018 02:56 PM

*** End of Report ***



NZ TRANSPORT AGENCY
WAKA KOTAHI

CP Number	41
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**Notice by the NZ Transport Agency:
Authorising a crossing place to and from a limited access road
under Section 91 of the Government Rounding Powers Act 1989**

Region	Auckland
State Highway Number	16
Declaration of Limited Access Road	Stewart St to Davies Road
Description of the parcel(s) of land to which this notice refers	Lot 36 DP 523159
Crossing Place Location	Approximately 54 metres from the Western boundary of the property (GPS position: 2644200.625 E 6507083.610 N).
NZTA File Reference	5207

Authorisation of crossing place

- 1 Pursuant to Section 91 of the Government Rounding Powers Act 1989 and subject to such conditions (if any) that it may impose, the NZ Transport Agency (hereinafter the NZTA) authorises the crossing place numbered 41 on Plan Number LA 16/47/1060 at which vehicles are permitted to proceed to and from (1) the limited access road and (2) the parcel of land described above.
- 2 A copy of the plan is available for inspection at the NZTA Auckland regional office.
- 3 This notice to the owner of the parcel of land described above specifies the location of the crossing place on the state highway road frontage.
- 4 At the time of issue of this notice this crossing place is used for residential access.

Conditions

- 5 The crossing place 41 is located at GPS co-ordinates listed above and is constructed to a Diagram C standard in accordance with NZTA Planning Policy Manual 2007.
- 6 The crossing place 41 is authorised for the residential use of one dwelling.
- 7 The crossing place 41 shall at all times be kept properly repaired and maintained by the landowner at the owner's expense.
- 8 No works are to be undertaken on the State highway without the prior approval of the State Highway Manager pursuant to Section 51 of the Government Rounding Powers Act 1989.
- 9 The owner of the parcel of land described above shall advise the NZTA State Highway Manager without delay if any of the following occur:
 - 9.1 a change in the nature or scale of use of the crossing place;
 - 9.2 a change in legal description;
 - 9.3 the owner has any concerns regarding the safety to users of the crossing place and/or of the state highway including an accident or incident that is attributed in full or in part to the use of the crossing place.
- 10 If, as a result of the change in the nature or scale of use of the crossing place, NZTA determines that works to the crossing place are necessary to address efficiency or safety concerns, then the NZTA will notify the owner of the works required. The owner shall carry out the works required at her/his cost to the satisfaction of NZTA within the time specified in the notice of the required works.



NZ TRANSPORT AGENCY
WAKA KOTAHĪ

CP Number	41
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Advice notes

- 11 If the crossing place was in existence at the time of the declaration of the state highway as a limited access road, this notice does not confirm that its location, design or construction complies with NZTA standards for its current or future use. An owner with concerns in this regard should contact the NZTA regional office indicated above for further advice.
- 12 NZTA has standards for the design and construction of crossing places to state highways and will require compliance with those standards if an owner requires consent from the TLA to subdivide the land or to change its use.
- 13 A separate written permission from the NZTA in accordance with Section 51 of the Government Roadway Powers Act 1989 is required before any work (other than routine maintenance) may be done on the state highway by the owner. This notice does not constitute that written permission.
- 14 NZTA wishes to emphasise that Section 91 of the Government Roadway Powers Act 1989 gives NZTA the power to:
 - 14.1 cancel or vary conditions or to impose further conditions on a crossing place at any time; or
 - 14.2 cancel the right to use a crossing place. This will be exercised only after the owner has been given the opportunity to discuss the matter with NZTA
- 15 NZTA's cancellation powers will apply in the following situations
 - 15.1 when the parcel of land described above entitled to use the crossing place has ceased to exist e.g. changed legal description; or
 - 15.2 when there is a change in the location of the crossing place; or
 - 15.3 when another crossing place is authorised to the parcel of land described above; or
 - 15.4 where reasonable practicable legal access is available from another road

Special Conditions: (none if blank)

Dated this 14 day of May 2018

SIGNED for and on behalf of the
NZ TRANSPORT AGENCY

Sarah Ho
Senior Planning Advisor

(acting pursuant to delegated authority)

View Instrument Details



Instrument No	11174340.9
Status	Registered
Date & Time Lodged	05 October 2018 15:31
Lodged By	Hunt, William Patrick
Instrument Type	Notice under Section 91 Transit New Zealand Act 1989



Affected Computer Registers	Land District
831729	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Richard James Seaward Cantrell as Crown Representative on 28/09/2018 02:56 PM

*** End of Report ***



NZ TRANSPORT AGENCY
WAKA KOTAHİ

CP Number	42
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**Notice by the NZ Transport Agency:
Authorising a crossing place to and from a limited access road
under Section 91 of the Government Rounding Powers Act 1989**

Region	Auckland
State Highway Number	16
Declaration of Limited Access Road	Stewart St to Davies Rd
Description of the parcel(s) of land to which this notice refers	Lot 36 DP 523159
Crossing Place Location	Approximately 113 metres from the Western boundary of the property (GPS position: 2644285.486 E 6507085.145N).
NZTA File Reference	5207

Authorisation of crossing place

- 1 Pursuant to Section 91 of the Government Rounding Powers Act 1989 and subject to such conditions (if any) that it may impose, the NZ Transport Agency (hereinafter the NZTA) authorises the crossing place numbered 42 on Plan Number LA 16/47/1060 at which vehicles are permitted to proceed to and from (1) the limited access road and (2) the parcel of land described above.
- 2 A copy of the plan is available for inspection at the NZTA Auckland regional office.
- 3 This notice to the owner of the parcel of land described above specifies the location of the crossing place on the state highway road frontage.
- 4 At the time of issue of this notice this crossing place is used for residential access.

Conditions

- 5 The crossing place 42 is located at GPS co-ordinates listed above and is constructed to a Diagram C standard in accordance with NZTA Planning Policy Manual 2007.
- 6 The crossing place 42 is authorised for the residential use of one dwelling.
- 7 The crossing place 42 shall at all times be kept properly repaired and maintained by the landowner at the owner's expense.
- 8 No works are to be undertaken on the State highway without the prior approval of the State Highway Manager pursuant to Section 51 of the Government Rounding Powers Act 1989.
- 9 The owner of the parcel of land described above shall advise the NZTA State Highway Manager without delay if any of the following occur:
 - 9.1 a change in the nature or scale of use of the crossing place;
 - 9.2 a change in legal description;
 - 9.3 the owner has any concerns regarding the safety to users of the crossing place and/or of the state highway including an accident or incident that is attributed in full or in part to the use of the crossing place.
- 10 If, as a result of the change in the nature or scale of use of the crossing place, NZTA determines that works to the crossing place are necessary to address efficiency or safety concerns, then the NZTA will notify the owner of the works required. The owner shall carry out the works required at her/his cost to the satisfaction of NZTA within the time specified in the notice of the required works.



NZ TRANSPORT AGENCY
WAKA KOTAHU

CP Number	42
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Advice notes

- 11 If the crossing place was in existence at the time of the declaration of the state highway as a limited access road, this notice does not confirm that its location, design or construction complies with NZTA standards for its current or future use. An owner with concerns in this regard should contact the NZTA regional office indicated above for further advice.
- 12 NZTA has standards for the design and construction of crossing places to state highways and will require compliance with those standards if an owner requires consent from the TLA to subdivide the land or to change its use.
- 13 A separate written permission from the NZTA in accordance with Section 51 of the Government Rounding Powers Act 1989 is required before any work (other than routine maintenance) may be done on the state highway by the owner. This notice does not constitute that written permission.
- 14 NZTA wishes to emphasise that Section 91 of the Government Rounding Powers Act 1989 gives NZTA the power to:
 - 14.1 cancel or vary conditions or to impose further conditions on a crossing place at any time; or
 - 14.2 cancel the right to use a crossing place. This will be exercised only after the owner has been given the opportunity to discuss the matter with NZTA
- 15 NZTA's cancellation powers will apply in the following situations
 - 15.1 when the parcel of land described above entitled to use the crossing place has ceased to exist e.g. changed legal description; or
 - 15.2 when there is a change in the location of the crossing place; or
 - 15.3 when another crossing place is authorised to the parcel of land described above; or
 - 15.4 where reasonable practicable legal access is available from another road

Special Conditions: (none if blank)

Dated this 14 day of May 2018

SIGNED for and on behalf of the
NZ TRANSPORT AGENCY

Sarah Ho
Senior Planning Advisor

(acting pursuant to delegated authority)

View Instrument Details



Instrument No 11174340.11
Status Registered
Date & Time Lodged 05 October 2018 15:31
Lodged By Hunt, William Patrick
Instrument Type Easement Instrument



Affected Computer Registers	Land District
831725	North Auckland
831726	North Auckland
831729	North Auckland
831696	North Auckland
831697	North Auckland
831698	North Auckland
831699	North Auckland
831700	North Auckland
831701	North Auckland
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831720	North Auckland
831721	North Auckland
831722	North Auckland
831723	North Auckland
831724	North Auckland
831727	North Auckland
831728	North Auckland

Annexure Schedule: Contains 8 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 ☒

Grantor Certifications

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 ✓

Mortgage 11002282.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ✓

Signature

Signed by Richard James Seaward Cantrell as Grantor Representative for Jeffrey Ronald Down, Sarah Jane Down on 28/09/2018 02:56 PM

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 ✓

Mortgage 11002282.1 is being discharged/extinguished in a prior dealing or in the same dealing ✓

Signature

Signed by William Patrick Hunt as Grantor Representative for Riverview Properties Limited on 02/10/2018 10:45 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Richard James Seaward Cantrell as Grantee Representative for Jeffrey Ronald Down, Sarah Jane Down on 28/09/2018 02:56 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 William Patrick Hunt as Grantee Representative for Riverview Properties Limited on 02/10/2018 10:46 AM

*** End of Report ***

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

RIVERVIEW PROPERTIES LIMITED
JEFFREY RONALD DOWN and SARAH JANE DOWN

Grantee

RIVERVIEW PROPERTIES LIMITED
JEFFREY RONALD DOWN and SARAH JANE DOWN

Grant of Easement or *Profit à prendre* or Creation of 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)

Schedule A
*required**Continue in additional Annexure Schedule, if*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	See First Schedule, Annexure Schedule A		

Form B - continued

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 specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~[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 _____]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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 A]~~

Form L**Annexure Schedule A**

Page 1 of 6 Pages

*Insert instrument type***Land Covenant****BACKGROUND**

- A. The Grantor is the registered proprietor of the Covenanting Lots and the Benefiting Lots.
- B. The Covenanting Lots and the Benefiting Lots are part of a rural residential estate ("the rural estate")
- C. The Grantor has agreed to create the covenants as set out herein in favour of the Grantee in order to ensure that the character of the rural estate is maintained, preserved and enhanced.

DEFINITIONS AND INTERPRETATION**1.1 Definitions**

"Covenanting Lots" means the Lots shown as Covenanting Lots set out in the first or second Schedule as the case may be.

"the Developer" means in respect of Lots 1-2, 4-31 and 34-35 Riverview Properties Limited and in respect of Lots 32-33 and 36 Jeffrey Ronald Down and Sarah Jane Down or any person or entity appointed or nominated in writing by them to be the Developer. Where the Developer has been dissolved, wound up, deregistered or otherwise passed out of existence any approval or consent required from the Developer shall mean approval or consent by any party previously appointed and/or nominated in writing by the Developer for this purpose.

"Lots" means Lots 1-2 and 4-36 DP 523159.

"Relevant Authority" means the local or regional authorities with jurisdiction over the Development.

"Subdivision" means the subdivision and development of Lot 1 DP 144373 and Lot 2 DP 173483 by the Developer.

1.2 Interpretation

- (a) words and expressions denoting the singular shall where the context so requires include the plural and vice versa.
- (b) headings have been inserted for guidance only, and shall not be deemed to form part of the context of this instrument.

COVENANTS**2. Agreement**

- 2.1 The Grantor, for itself so as to bind the Covenanting Lots in the First Schedule ("Covenanting Lots" and each one of them a "Covenanting Lot"), covenants and agrees with the Grantee (for the benefit of the Grantee and the registered proprietor from time to time of the Benefiting Lots) that the Grantor shall always observe and perform all of the covenants set out in Clause 3.0 of this instrument 31 December 2043 at which time the covenants shall cease to apply to the end and intent that each of the covenants shall enure for the benefit of the Benefiting Lot until 31 December 2043.

- 2.2 The covenants in this instrument shall be enforceable by the Grantee against the Grantor as owner of the Covenanting Lot and his, her or its successors in title, transferees, assigns and occupiers for the time being of the Covenanting Lot.
- 2.3 No delay or failure by the Grantee to enforce performance of any covenants set out in this instrument and no indulgence granted to the Grantor by the Grantee shall prejudice the right of the Grantee to enforce any of the covenants or provisions of this instrument.
- 2.4 The Grantor shall bear any costs which may be incurred by the Grantee as a result of any default by the Grantor under this instrument.
- 2.5 The Grantee shall not be required to nor obliged to enforce all or any of the covenants and the Grantor shall be liable only in respect of breaches of the covenants which occur while the Grantor is registered as proprietor of the Covenanting Lot.
- 2.6 If there is any breach or non observance of the covenants set out in this Instrument then the Grantor must (without prejudice to any other liability the Grantor may have to any person having the benefit of the covenants):

- (a) cease any activity in breach or non-observance of the covenants;
- (b) otherwise remedy any breach or non-observance of the covenants.

3.0 The Grantor shall:

- 3.1 not commence the construction or erection of improvements on the Covenanting Lot whether a dwelling, accessory building, fence or swale crossing (and this shall also include exterior finishes and excavation of foundations upon the Covenanting Lot) unless plans and specifications and all other details of construction and finish as the Developer in its absolute discretion may require have been submitted to the Developer and have received the Developer's written approval. The Developers approval shall not be unreasonably withheld where the Developer is satisfied that the proposed building is reasonably sited, compliments adjoining properties and does not detract from the standard of buildings in the rural estate and the neighbouring properties and otherwise complies with the Covenants set out in this instrument.
- 3.2 not use or permit any Covenanting Lot to be used for:
 - (a) any trading or commercial purpose other than a home occupation, as defined in the relevant local authority District Plan, which meets the permitted standards, or otherwise has resource consent, and which has the prior written consent of the Developer which may be withheld at its absolute discretion; or
 - (b) display or showhomes except with the prior written consent of the Developer which may be withheld at its absolute discretion or which may be granted subject to conditions imposed by the Developer at its absolute discretion.
- 3.3 not permit or suffer any rubbish to accumulate or to be placed upon the Covenanting Lot, and at all times to maintain the house and curtilage on a Covenanting Lot in a neat and tidy condition including keeping the grass mowed or grazed so the grass does not exceed 150mm in height.
- 3.4 not permit any immobile/unroadworthy vehicles to be stored on the Covenanting Lot unless those vehicles are stored within an enclosed shed or garage.
- 3.5 store any motorhome or caravan in a manner that ensures they are not substantially visible from the road, any shared right of way and any adjoining property.
- 3.6 ensure that pasture areas are regularly grazed or mown.
- 3.7 not construct on the Covenanting Lot a principal dwelling with a floor area less than 160 square metres (excluding garage, carports and decking) or such lesser area as approved in writing by the Developer.
- 3.8 construct no more than one principal dwelling and one minor dwelling on the Covenanting Lot.

- 3.9 not erect on the Covenanting Lot or relocate to the Covenanting Lot a dwelling which is "second hand" or is pre constructed, or use any second hand building materials in construction of a dwelling.
- 3.10 not subdivide, or permit any subdivision of the Covenanting Lot including subdivisions by way of cross-leases and subdivisions under the Unit Titles Act 1972 provided that this covenant shall not apply while the Covenanting Lot is owned by the Developer. Lots 1, 2, 33 and 36 DP 523159 are exempt from this covenant.
- 3.11 not allow any temporary building or structure to be erected on the Covenanting Lot to be used except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the Covenanting Lot upon completion of the said construction.
- 3.12 not allow any advertisement, sign or hoarding of a commercial nature to be erected on any part of the Covenanting Lot, except with the prior written consent of the Developer which may be withheld at the Developer's absolute discretion.
- 3.13 not permit any telecom or electricity services to be provided by "overhead" means to the dwelling (and any other structures/buildings to be erected on the Covenanting Lot). All other utilities and services must be by underground means from the road to the dwelling and other structures/buildings to be erected on the Covenanting Lot.
- 3.14 maintain all landscaping provided by the Developer on the Covenanting Lot to the same standard at which it was supplied, which includes mixed, native and exotic bund planting and standard planting, at the Grantor's cost, and includes ensuring that all dead species are replaced.
- 3.15 ensure that concrete vehicle crossings from the road to the Covenanting Lot boundary match the colour and materials used by the Developer for the footpaths in the Subdivision, being grey, exposed concrete with a minimum of 4kg/m3 black oxide.
- 3.16 ensure that all driveways and hardstands of an unexposed finish have a minimum of 4kg/m3 black oxide colouring.
- 3.17 ensure that any water tank placed on the Covenanting Lot that is visible from a public road or adjoining property is screened from the road or adjoining property to a minimum of 50% of the visible area.
- 3.18 not allow the duration of any building construction works on any Covenanting Lot to extend beyond the period of 12 months from the date of commencement of such works.
- 3.19 not use or permit or suffer to be used on any building on the Covenanting Lot any building material other than brick, stone, concrete block, insulclad, masonry, stucco, solid plaster, linea weatherboard or approved timber weatherboard for any outer wall facing except with the written consent of the Developer which may be withheld at its discretion.
- 3.20 not use any corrugated iron roofing, corrugated iron or zincalume on any fencing or on the exterior of the building (except for Colorsteel which may be used for roofing provided that the colour complies with clause 3.29 of these covenants) unless the Grantor obtains the written consent of the Developer which may be withheld at its discretion.
- 3.21 not permit any dwelling house on the Covenanting Lot to be occupied for more than twelve calendar months unless all driveways, paths and fences are completed in permanent materials and all unpaved areas are properly grassed or landscaped.
- 3.22 not allow the Covenanting Lot to remain unlandscaped without lawns and shrubs for a period greater than twelve calendar months following practical completion of a dwelling house on the Covenanting Lot.
- 3.23 not carry out any earthworks (either cutting or filling) in excess of 1 metre height or depth within 1 metre of any adjoining lot boundary unless such works have been consented to in writing by the Developer which may be withheld at its absolute discretion.
- 3.24 not undertake any construction works on the Covenanting Lot without at all times complying with the following conditions and restrictions:

- (a) To keep the Covenanted Lot in a tidy orderly and safe condition throughout the construction period.
 - (b) Maintain the Covenanted Lot at all times during the course of construction free from rubbish and excessive vegetation.
 - (c) Not store or dump any construction materials or debris on any adjoining lot or cross any adjoining lot for goods or vehicle access unless consent has been granted by the Developer in writing and by the adjoining lot owner.
 - (d) Not allow major site works to commence unless a vehicle crossing and access drive for construction vehicles has been formed in metal aggregate or an alternative material as the Developer may approve at their discretion.
 - (e) Not allow rubbish, containers, equipment or other materials to be placed or escape onto adjoining or nearby lots or roads.
 - (f) Not deposit or allow any dirt, gravel, clay or other substance to be left on any road in the vicinity of the Covenanted Lot.
 - (g) To contain on the lot any silt generated during the construction of the dwelling house.
 - (h) Not to damage or remove any street trees planted by the Developer on or adjacent to the Covenanted Lot. The grantor will be responsible for any damage caused to the trees by themselves or their contractors, employees or any other invitee.
- 3.25 not erect or place or permit to be erected or placed on the Covenanted Lot any clothes line in the front yard of the Covenanted Lot that is substantially visible from the road or any shared right of way. As a guide clothes lines or service courts should be adequately screened by sufficient planting and/or fencing to ensure they are not entirely visible from other Covenanted Lots, any shared right of way or public areas.
- 3.26 ensure that the final colours of the exterior cladding and roof of the dwelling house on the Covenanted Lot shall be neutral, earthy or muted tones sympathetic with the surrounding environment. Very vibrant colours including but not limited to yellow, orange or bright blue will not generally be approved.
- 3.27 not allow to remain on any walls, fence, structure or building on the Covenanted Lot any graffiti or similar disfiguring for more than five working days from the date that such graffiti or disfiguring occurred.
- 3.28 locate any attachments to the dwelling house and buildings on the Covenanted Lot (including but not necessarily limited to television antenna and satellite dishes) so they are not directly visible from the road or any shared right of way.
- 3.29 not permit the keeping or farming of pigs, roosters, goats or donkeys on the Covenanted Lot; nor use the Covenanted Lot for animal boarding facilities or for any other activity likely to cause a nuisance or excessive noise.
- 4.0 Fencing**
- 4.1 The Developer shall not be required nor shall it be called upon to repair or contribute towards the cost of erection or repair of any dividing or boundary fence between any of the Lots and any contiguous land owned by the Developer, but this proviso shall not enure for the benefit of any subsequent registered proprietor of such contiguous land.
- 4.2 The Grantor shall ensure that all post and rail fencing is constructed and maintained to match fencing erected by the Developer.
- 5.0 Indemnity and Consequences of Breach**
- 5.1 The Grantor covenants with the Grantee that it will at all times save harmless and keep indemnified the Grantee from all proceedings, costs, claims and demands in respect of breaches by the Grantor of the covenants on its part contained or implied herein, and also the enforcement of such covenants by the Grantee.

- 5.2 The Grantor acknowledges that the value of the Benefiting Lot will be affected by any non-compliance with or breach of any of the covenants contained or implied herein and the Grantor covenants for the benefit of the Benefiting Lot that should the Grantor fail to comply with, observe, perform or complete any of the covenants contained or implied herein then without prejudice to any other liability the Grantor may have to the Grantee (which includes any other person or body having the benefit of such covenants) the Grantor shall:
- (a) immediately cease any activity in breach of these covenants; and
 - (b) immediately permanently remove or cause to be permanently removed from the Covenanting Lot any offending improvements or structure or other cause of any breach or non-observance of such covenants; and otherwise forthwith remedy the breach or non-observance thereof and replace any building materials used in breach or non-observance of these covenants; and
 - (c) if the breach or failure is not remedied within 15 working days of the date of written notice of such breach or failure then the Grantee (together with its agents, employees or contractors) shall be entitled to enter onto the Covenanting Lot to arrange for rectification of the Grantor's breach or failure at the cost of the Grantor; and
 - (d) if the breach or failure is not remedied within 15 working days of the date of written notice of such breach or failure then the Grantor must pay to the person making such demands as liquidated damages the sum of \$200.00 per day for everyday that such breach or non-observance continues after the date upon which written demand has been made together with any costs and expenses incurred by the Developer to remedy the breach or non-observance.

6.0 General

- 6.1 The covenants set out in clause 3.0 of this Instrument shall run with each Covenanting Lot set out in the First Schedule for the benefit of the Benefiting Lot described in the First Schedule TO THE INTENT that the Grantor and Grantee shall continue to be bound until the earlier of the date the Developer ceases to be registered proprietor of the Benefiting Lot or the date upon which they cease to hold a fee simple estate in a Covenanting Lot as the case may be but without prejudice to any liability for any breach of covenant under this Instrument arising before such date.

FIRST SCHEDULE

Covenanting Lots	Benefiting Lots
Lot 1 Deposited Plan 523159	All Lots other than Lot 1 Deposited Plan 523159
Lot 2 Deposited Plan 523159	All Lots other than Lot 2 Deposited Plan 523159
Lot 4 Deposited Plan 523159	All Lots other than Lot 4 Deposited Plan 523159
Lot 5 Deposited Plan 523159	All Lots other than Lot 5 Deposited Plan 523159
Lot 6 Deposited Plan 523159	All Lots other than Lot 6 Deposited Plan 523159
Lot 7 Deposited Plan 523159	All Lots other than Lot 7 Deposited Plan 523159
Lot 8 Deposited Plan 523159	All Lots other than Lot 8 Deposited Plan 523159
Lot 9 Deposited Plan 523159	All Lots other than Lot 9 Deposited Plan 523159
Lot 10 Deposited Plan 523159	All Lots other than Lot 10 Deposited Plan 523159
Lot 11 Deposited Plan 523159	All Lots other than Lot 11 Deposited Plan 523159
Lot 12 Deposited Plan 523159	All Lots other than Lot 12 Deposited Plan 523159
Lot 13 Deposited Plan 523159	All Lots other than Lot 13 Deposited Plan 523159
Lot 14 Deposited Plan 523159	All Lots other than Lot 14 Deposited Plan 523159
Lot 15 Deposited Plan 523159	All Lots other than Lot 15 Deposited Plan 523159
Lot 16 Deposited Plan 523159	All Lots other than Lot 16 Deposited Plan 523159
Lot 17 Deposited Plan 523159	All Lots other than Lot 17 Deposited Plan 523159
Lot 18 Deposited Plan 523159	All Lots other than Lot 18 Deposited Plan 523159
Lot 19 Deposited Plan 523159	All Lots other than Lot 19 Deposited Plan 523159
Lot 20 Deposited Plan 523159	All Lots other than Lot 20 Deposited Plan 523159
Lot 21 Deposited Plan 523159	All Lots other than Lot 21 Deposited Plan 523159

Lot 22 Deposited Plan 523159	All Lots other than Lot 22 Deposited Plan 523159
Lot 23 Deposited Plan 523159	All Lots other than Lot 23 Deposited Plan 523159
Lot 24 Deposited Plan 523159	All Lots other than Lot 24 Deposited Plan 523159
Lot 25 Deposited Plan 523159	All Lots other than Lot 25 Deposited Plan 523159
Lot 26 Deposited Plan 523159	All Lots other than Lot 26 Deposited Plan 523159
Lot 27 Deposited Plan 523159	All Lots other than Lot 27 Deposited Plan 523159
Lot 28 Deposited Plan 523159	All Lots other than Lot 28 Deposited Plan 523159
Lot 29 Deposited Plan 523159	All Lots other than Lot 29 Deposited Plan 523159
Lot 30 Deposited Plan 523159	All Lots other than Lot 30 Deposited Plan 523159
Lot 31 Deposited Plan 523159	All Lots other than Lot 31 Deposited Plan 523159
Lot 32 Deposited Plan 523159	All Lots other than Lot 32 Deposited Plan 523159
Lot 33 Deposited Plan 523159	All Lots other than Lot 33 Deposited Plan 523159
Lot 34 Deposited Plan 523159	All Lots other than Lot 34 Deposited Plan 523159
Lot 35 Deposited Plan 523159	All Lots other than Lot 35 Deposited Plan 523159

View Instrument Details



Instrument No 11174340.12
Status Registered
Date & Time Lodged 05 October 2018 15:31
Lodged By Hunt, William Patrick
Instrument Type Easement Instrument



Affected Computer Registers	Land District
831696	North Auckland
831697	North Auckland
831698	North Auckland
831699	North Auckland
831700	North Auckland
831701	North Auckland
831702	North Auckland
831703	North Auckland
831704	North Auckland
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831718	North Auckland
831719	North Auckland
831720	North Auckland
831721	North Auckland
831722	North Auckland
831723	North Auckland
831724	North Auckland
831725	North Auckland
831726	North Auckland
831727	North Auckland
831728	North Auckland
831729	North Auckland

Annexure Schedule: Contains 5 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 ☒

Grantor Certifications

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 ☒

Mortgage 11002282.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒

Signature

Signed by Richard James Seaward Cantrell as Grantor Representative for Jeffrey Ronald Down, Sarah Jane Down on 28/09/2018 02:56 PM

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 ☒

Mortgage 11002282.1 is being discharged/extinguished in a prior dealing or in the same dealing ☒

Signature

Signed by William Patrick Hunt as Grantor Representative for Riverview Properties Limited on 02/10/2018 10:46 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 William Patrick Hunt as Grantee Representative on 02/10/2018 10:46 AM

*** End of Report ***

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

RIVERVIEW PROPERTIES LIMITED

JEFFREY RONALD DOWN and SARAH JANE DOWN

Grantee

RIVERVIEW PROPERTIES LIMITED

JEFFREY RONALD DOWN and SARAH JANE DOWN

Grant of Easement or *Profit à prendre* or Creation of 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)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenants	See first schedule; Annexure A		

Form B - continued

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 specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007~~

~~The implied rights and powers are hereby [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 -]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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 A]~~

Form L

Annexure Schedule A

Page 1 of 3 Pages

Insert instrument type

Land Covenant

BACKGROUND

- A. The Grantor is the registered proprietor of the Covenantee Lots and the Benefiting Lots.
- B. The Covenantee Lots and the Benefiting Lots are part of a high quality residential development ("the Development") and the Grantee wishes to create the covenants to enable further subdivision and potential rezoning of the Development.

DEFINITIONS AND INTERPRETATION**1.1 Definitions**

"the Developer" means in respect of Lots 1-2, 4-31 and 34-35 Riverview Properties Limited and in respect of Lots 32-33 and 36 Jeffrey Ronald Down and Sarah Jane Down or any person or entity appointed or nominated in writing by them to be the Developer. Where the Developer has been dissolved, wound up, deregistered or otherwise passed out of existence any approval or consent required from the Developer shall mean approval or consent by any party previously appointed and/or nominated in writing by the Developer for this purpose.

"Benefiting Lot" means Lots 1-2, 4-33 and 34-36 DP 523159, provided that such lot shall only be a benefiting lot for so long as the Developer is the registered proprietor of that lot.

"Covenantee Lot" means the lots shown as Covenantee Lots set out in the First Schedule.

"the Grantee" means the Developer.

"the Grantor" means the owners for the time being of the Covenantee Lot and includes their respective successors transferees and assigns.

"Relevant Authority" means the local or regional authorities with jurisdiction over the Development.

1.2 Interpretation

- (a) words and expressions denoting the singular shall where the context so requires include the plural and vice versa.
- (b) headings have been inserted for guidance only, and shall not be deemed to form part of the context of this instrument.

COVENANTS**2. Agreement**

- 2.1 The Grantor, for itself so as to bind the Covenantee Lot ("Covenantee Lot"), covenants and agrees with the Grantee that the Grantor shall always observe and perform all of the covenants set out in Clause 3.0 of this instrument until the Developer ceases to be registered as proprietor of the Benefiting Lot at which time the covenants shall cease to apply to the end and intent that each of the covenants shall enure for the benefit of the Benefiting Lot for so long as the Developer is the registered proprietor of the Benefiting Lot.

3.0 The Grantor shall:

- 3.1 for so long as the Developer is the registered proprietor of any of the Benefiting Lots, not oppose, frustrate or make any objection to any application by the Developer for a resource consent for the subdivision of any of the Benefiting Lots into lots the number and configuration of which the Developer may in its absolute discretion stipulate (except that no subdivided lot shall be less than 2500m²) and the Grantor shall when requested by the Developer execute any document, submission or consent in support of that application and any document required to be executed to enable the Developer to complete the subdivision.
- 3.2 not sell, transfer or otherwise dispose of a covenanting lot without procuring the new purchaser, transferee or disposee to enter into, execute and deliver to the Developer:
- (a) a deed of covenant in favour of the Developer in which the new purchaser, transferee or disposee covenants to support and not make any objection to the applications set out in clause 3.1 above and;
 - (b) a Power of Attorney in a form prepared by the Developer in favour of the Developer being in the form stipulated by the Grantee such power of attorney enabling the Developer to complete and execute any documents, submissions and consents in support of the applications referred to in clause 3.1 above.

4.0 Indemnity and Consequences of Breach

- 4.1 The Grantor covenants with the Grantee that it will at all times save harmless and keep indemnified the Grantee from all proceedings, costs including those on a solicitor/client basis, claims and demands in respect of breaches by the Grantor of the covenants on its part contained or implied herein, and also the enforcement of such covenants by the Grantee.

5.0 General

- 5.1 The Covenants set out in clause 3.0 of this Instrument shall run with each Covenanting Lot set out in the First Schedule for the benefit of the Benefiting Lot **TO THE INTENT** that the Grantor and Grantee shall continue to be bound until the earlier of the date the Developer ceases to be registered proprietor of the Benefiting Lot or the date upon which they cease to hold a fee simple estate in a Covenanting Lot as the case may be but without prejudice to any liability for any breach of covenant under this Instrument arising before such date.

FIRST SCHEDULE**Covenanting Lots**

Lot 1 Deposited Plan 523159
Lot 2 Deposited Plan 523159
Lot 4 Deposited Plan 523159
Lot 5 Deposited Plan 523159
Lot 6 Deposited Plan 523159
Lot 7 Deposited Plan 523159
Lot 8 Deposited Plan 523159
Lot 9 Deposited Plan 523159
Lot 10 Deposited Plan 523159
Lot 11 Deposited Plan 523159
Lot 12 Deposited Plan 523159
Lot 13 Deposited Plan 523159

Lot 14 Deposited Plan 523159
Lot 15 Deposited Plan 523159
Lot 16 Deposited Plan 523159
Lot 17 Deposited Plan 523159
Lot 18 Deposited Plan 523159
Lot 19 Deposited Plan 523159
Lot 20 Deposited Plan 523159
Lot 21 Deposited Plan 523159
Lot 22 Deposited Plan 523159
Lot 23 Deposited Plan 523159
Lot 24 Deposited Plan 523159
Lot 25 Deposited Plan 523159
Lot 26 Deposited Plan 523159
Lot 27 Deposited Plan 523159
Lot 28 Deposited Plan 523159
Lot 29 Deposited Plan 523159
Lot 30 Deposited Plan 523159
Lot 31 Deposited Plan 523159
Lot 32 Deposited Plan 523159
Lot 33 Deposited Plan 523159
Lot 34 Deposited Plan 523159
Lot 35 Deposited Plan 523159
Lot 36 Deposited Plan 523159

Benefiting Lot is defined in clause 1.1

View Instrument Details



Instrument No 11174340.13
Status Registered
Date & Time Lodged 05 October 2018 15:31
Lodged By Hunt, William Patrick
Instrument Type Easement Instrument



Affected Computer Registers	Land District
831696	North Auckland
831723	North Auckland
831724	North Auckland
831725	North Auckland
831726	North Auckland
831727	North Auckland
831729	North Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor 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 ☒
- Mortgage 11002282.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒

Signature

Signed by Richard James Seaward Cantrell as Grantor Representative for Jeffrey Ronald Down, Sarah Jane Down on 28/09/2018 02:56 PM

Grantor Certifications

- I certify that I have the authority to act for the Grantor 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 ☒
- Mortgage 11002282.1 is being discharged/extinguished in a prior dealing or in the same dealing ☒

Signature

Signed by William Patrick Hunt as Grantor Representative for Riverview Properties Limited on 02/10/2018 10:46 AM

Grantee Certifications

- I certify that I have the authority to act for the Grantee 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 ☒

Grantee Certifications

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 Richard James Seaward Cantrell as Grantee Representative on 28/09/2018 02:56 PM

***** End of Report *****

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

RIVERVIEW PROPERTIES LIMITED

JEFFREY RONALD DOWN and SARAH JANE DOWN

Grantee

JEFFREY RONALD DOWN and SARAH JANE DOWN

Grant of Easement or *Profit à prendre* or Creation of 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)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	See First Schedule, Annexure Schedule A		

Form B - continued

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 specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~[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 —]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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 A]

Form L

Annexure Schedule A

Page 1 of 2 Pages

Insert instrument type

Land Covenant

*Continue in additional Annexure Schedule, if required***BACKGROUND**

- A. The Grantor is the registered proprietor of the Covenanting Lots
- B. The Grantee is the Registered Proprietor of the Benefiting Lots.
- C. The Grantor has agreed to create the covenants as set out herein in favour of the Grantee in order to preserve the privacy and character of the Benefiting Lots.

COVENANTS**1. Agreement**

- 1.1 The Grantor for itself so as to bind the Covenanting Lots in the First Schedule ("Covenanting Lots" and each one of them a "Covenanting Lot") covenants and agrees with the Grantee (for the benefit of the Grantee and the registered proprietor from time to time of the Benefiting Lot) that the Grantor shall always observe and perform the covenants set out in clause 2.1 to the end and intent that each of the covenants shall forever enure for the benefit of the Benefiting Lot.
- 1.2 The Grantor for itself so as to bind the Covenanting Lots in the Second Schedule ("Covenanting Lots" and each one of them a "Covenanting Lot") covenants and agrees with the Grantee (for the benefit of the Grantee and the registered proprietor from time to time of the Benefiting Lots) that the Grantor shall always observe and perform all of the covenants set out in clause 3.1 to the end and intent that each of the covenants shall forever enure for the benefit of the Benefiting Lots.
- 1.3 The Grantor for itself so as to bind the Covenanting Lot in the Third Schedule ("Covenanting Lot") covenants and agrees with the Grantee (for the benefit of the Grantee and the registered proprietor from time to time of the Benefiting Lot) that the Grantor shall always observe and perform the covenants set out in clause 4.1 to the end and intent that each of the covenants shall forever enure for the benefit of the Benefiting Lot.
- 1.4 The covenants in this instrument shall be enforceable by the Grantee (and the Grantee's assigns, transferees or successors) against the Grantor as owner of the Covenanting Lots and his, her or its successors in title, transferees, assigns and occupiers for the time being of the Covenanting Lots.

2.0 No Build Covenant

- 2.1 The Grantor shall not erect nor allow to be erected any building or structure on; or block or impede in any way; and keep free and clear of any obstruction; and not plant any plants with a mature height of above three metres in the building restriction area within the Covenanting Lots as shown in areas W, X, Y and Z on the plan attached as Annexure Schedule B.

3.0 Height Restriction Covenant

- 3.1 The Grantor shall not build or erect nor allow nor cause nor permit to be built or erected any building or other structure on a Covenanting Lot which is of more than a single story in height, and in any case more than six metres in height above a level horizontal plane measured in terms of the Lands and Survey datum 1946 so that in all cases the upper limit of height for each Covenanting Lot shall not exceed that height.

4.0 Sight Line Covenant

- 4.1 The Grantor shall not erect nor allow to be erected any building or structure on; or block or impede in any way; and keep free and clear of any obstruction; and not plant any plants with a mature height of above three metres in the sight line restriction area within the Covenanting Lot as shown in area W on the plan attached as Annexure Schedule B.

5.0 General

- 5.1 The covenants set out in Clause 2.0 of this Instrument shall run with each Covenanting Lots set out in the First Schedule for the benefit of the Benefiting Lot described in the First Schedule TO THE INTENT that the Grantor and the Grantee shall continue to be bound forever.
- 5.2 The covenants set out in Clause 3.0 of this Instrument shall run with each Covenanting Lots set out in the Second Schedule for the benefit of the Benefiting Lots described in the Second Schedule TO THE INTENT that the Grantor and the Grantee shall continue to be bound forever.
- 5.3 The covenants set out in Clause 4.0 of this Instrument shall run with the Covenanting Lot set out in the Third Schedule for the benefit of the Benefiting Lot described in the Third Schedule TO THE INTENT that the Grantor and the Grantee shall continue to be bound forever.
- 5.4 The covenants in this instrument will cease to apply to any Covenanting Lot or Benefiting Lot that is intended to vest in the Crown or any Territorial Authority as a road or reserve upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

FIRST SCHEDULE

Covenanting Lots	Benefiting Lot
Lot 2 Deposited Plan 523159	Lot 36 Deposited Plan 523159
Lot 30 Deposited Plan 523159	
Lot 31 Deposited Plan 523159	

SECOND SCHEDULE

Covenanting Lots	Benefiting Lots
Lot 30 Deposited Plan 523159	Lot 36 Deposited Plan 523159
Lot 31 Deposited Plan 523159	
Lot 32 Deposited Plan 523159	
Lot 33 Deposited Plan 523159	
Lot 34 Deposited Plan 523159	Lot 33 Deposited Plan 523159

THIRD SCHEDULE

Covenanting Lot	Benefiting Lot
Lot 31 Deposited Plan 523159	Lot 36 Deposited Plan 523159