

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

NORTH AUCKLAND



EI 5980277.3 Easement I

Cpy - 01/01, Pgs - 008, 26/04/04, 09:05



DocID: 311382491

Grantor

Surname(s) must

Samsudin ALISPAHIC and Gabriel Pearl ALISPAHIC

Grantee

Surname(s) must be underlined or in CAPITALS.




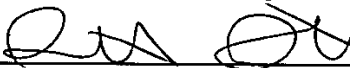
Samsudin ALISPAHIC and Gabriel Pearl ALISPAHIC

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 21 day of April 2004

Attestation

	Signed in my presence by the Grantor
	 Signature of witness
Signature [common seal] of Grantor	Witness to complete in BLOCK letters (unless legibly printed) Witness name
	Occupation R.D. DRUSKOVICH Solicitor Address Auckland
	Signed in my presence by the Grantee
	 Signature of witness
Signature [common seal] of Grantee	Witness to complete in BLOCK letters (unless legibly printed) Witness name
	Occupation R.D. DRUSKOVICH Solicitor Address Auckland

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.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY



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Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

The Grantor for itself and its successors in title in Certificates of Title 138087 (North Auckland Registry) hereby covenants and agrees with itself as Grantee for itself and its successors in title that the following covenants will bind all the land currently contained in Certificate of Title 138087 or any future subdivision of that title and that those covenants may be enforced by all or any of the owners of the land currently contained in Certificates of title 138087 and 138088 or any future subdivision of those titles.

Covenants:

1. Definitions and Interpretation

1.1 In this Instrument

"Access Lots" means all roads and access roadways providing access to the New Lots whether a private road or paper road including Lot 3.

"Grantee" means the registered proprietors from time to time of Certificates of Title 138087 and 138088 (North Auckland Registry);

"Grantor" means the registered proprietors from time to time of Certificate of Title 138087 (North Auckland Registry);

"Instrument" means this easement instrument;

"Lot 1" means Lot 1 Deposited Plan 333700 Certificate of Title 138087 or any title created from a subdivision of that title;

"Lot 2" means Lot 2 Deposited Plan 333700 Certificate of Title 138088 or any title created from a subdivision of that title;

"Lot 3" means Lot 3 Deposited Plan 333700 providing access to Lot 1 and Lot 2;

"Management Company" means the company appointed pursuant to clause 3 of this Instrument;

"New Lot" means any title created from a subdivision of Lot 1 (North Auckland Registry);

"Property Manager" means the appointee of The Heads pursuant to clause 4 of this Instrument;

"The Heads" means The Heads Limited at Auckland but not its successors in title;

1.2 Interpretation

- (a) In this Instrument words and expressions denoting the singular shall include the plural;

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.



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- (b) The Grantor and the Grantee include the successors and assigns of the Grantor and Grantee;
- (c) The covenants set out in this Instrument shall cease to bind the Grantor when they cease to hold a fee simple estate in the Land, but without prejudice to their liability for any breach of covenant under this Instrument arising before they cease to hold that estate;
- (d) The Grantee shall not be required to or obliged to enforce all or any of the covenants contained in this Instrument, nor be liable to the Grantor for any breach.

2. Building Covenants

2.1 The Grantor shall:

- (a) Not erect or place or permit to be erected or placed on Lot 1 any dwelling house the cost of which in materials and labour alone is less than \$250,000.00 adjusted by the percentage increase in the Consumer Price Index (Housing Group) between 1 November 2003 and the quarterly index date immediately before commencement of construction.
- (b) Not use Lot 1 for any purpose other than residential;
- (c) Without prejudice to the generality of the foregoing, not to place or erect on Lot 1 any building other than a new building excepting temporary structures required in connection with the erection of approved permanent buildings and which will be removed upon completion of those permanent buildings. Buildings may be relocated on Lot 1 provided written consent is obtained from The Heads or the Management Company.
- (d) Use only roof claddings made of steel (corrugated or tray) cedar shingles, slate, tiles or other such materials which are consistent with the restriction on roof colours referred to in the following clause.

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- (e) Use only roof colours comprising dark recessive hues and of low reflectivity. All steel roofing shall be painted or otherwise colour treated and shall exclude zincalume, galfan and other similar matt-finish, untreated and unpainted iron or aluminium products. Acceptable colour steel hues shall be limited to Ironsand, Grey Friars, New Denim Blue and Karaka Green (Resene NZ colours). No other colours shall be permitted.
- (f) Use only wall materials in recessive timber, smooth plaster or stone. If smooth plaster is used then a dark resin shall be added. Wall colours are to be natural and recessive (in materials stated above) or in the range of browns, tussock, greys or natural greens. Walls are to be continuous on one cladding from ground to roof.
- (g) Use only timber, steel or aluminium joinery and joinery colours (other than timber) that match roof, gutter and spouting colours.
- (h) Use the same external material on all buildings and structures within any New Lot so that all ancillary buildings shall have the same external materials and colours as the dwelling house on that Lot.
- (i) Place all structures within the designated building platforms. Any vegetation clearance within the building clearance platforms shall be restricted to a minimum necessary to construct a dwelling and related motor vehicle access, manoeuvring space and firebreaks.
- (j) Not place any relocatable buildings on Lot 1.
- (k) Not permit or suffer any building in the course of erection to be left without substantial work being carried out thereon for a period exceeding three months and not delay or permit the delaying of completion or construction of any such building longer than nine months from the date of commencement of work.
- (l) Not permit Lot 1 to be occupied or used for a dwelling house for temporary or permanent residential purposes (including holidays) by the erection of temporary structures or the placing thereon of tents, caravans or vehicles.
- (m) Not to erect any improvements on the area on Lot 1 designated for a drainage easement and to only seal such areas with a porous type paving or turf block specified and approved in writing by The Heads or the Management Company.

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- (n) Not permit or suffer any rubbish to accumulate or be placed upon Lot 1 including derelict vehicles, building materials and inorganic items or allow any excessive growth of grass so that the same shall become odorous or unsightly.
 - (o) Not after receipt of written notice from the Grantee, The Heads or the Management Company proceed further with nor permit to remain on Lot 1, any building structure or improvement erected or repaired or completed in breach or non observance of the covenants hereinbefore set out.
 - (p) Not to commence erection or construction or permit or suffer to be erected or constructed any buildings or other improvements on Lot 1 including fences without having first obtained the written approval of The Heads to the Transferee's plans and specifications and exterior design and appearance of the Transferee's proposed new building or other improvements to Lot 1, including landscaping and the written approval of the Heads to the Transferee's nominated builder(s), and following such approvals, will not make any change to the plans and specifications or to the exterior design or appearance of the new buildings or other improvements, or the builder, without first obtaining a further approval from The Heads.
- 2.2 Any consents from The Heads required herein shall not be unreasonably withheld. The Heads may delegate (revocably or irrevocably) any powers under this clause to the Management Company.

3. Management Company

3.1 Subject to clause 3.4 should Lot 1 be subdivided into 3 or more New Lots, The Heads will incorporate the Management Company for the following purposes:

- (a)
 - (i) The maintenance of the Access Lots and all improvements situated thereon with the intent that no obligation shall fall on the Kaipara District Council or The Heads for the upkeep of the said Access Lots;
 - (ii) The maintenance of any street lighting on the Access Lots;
 - (iii) The operation of the wastewater and stormwater systems of the New Lots;
 - (iv) To make such rules as it deems proper concerning the use and maintenance of the Access Lots provided that in relation to Lot 3, those rules shall not bind the registered proprietors of Lot 2;

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- (v) To make such rules as it deems proper concerning the use and maintenance of common facilities serving the New Lots including a tennis court and club house;
 - (vi) To carry out and enforce all duties of the Management Company as set out in the covenants and Consent Notices pursuant to the Resource Consent for the subdivision of Lot 1 and/or in the Constitution of the Management Company ;
 - (vii) Doing or arranging to be done anything which in the reasonable opinion of the Management Company is necessary in order to ensure the proper and orderly management of the New Lots.
- (b) paying any levy assessed for the implementation of any security measures and for the maintenance of the access way on Lot 3, whether they are using it or not, on time and without set off or deduction to the Management Company or its duly appointed representative;
- (c) use plant and equipment supplied by Innoflow Technologies Limited in all waste disposal systems including the installation of septic tanks unless otherwise approved in writing by the Transferor or the Management Company.
- 3.2 The Management Company shall be elected on an annual basis by the owners or occupiers of Lot 1, who shall be entitled to receive written notice of any such meeting. Each New Lot carries one vote and the members of the Management Company shall be elected by a simple majority. The quorum necessary for the transaction of the business of the Management Company shall be two and if the number of Management Company members is reduced below two, the remaining number may act for the sole purpose of increasing the number of members to that number. The Management Company shall meet for the conduct of its business and otherwise relegate its meetings and affairs in the Management Company's reasonable discretion.

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- 3.3 If there is any breach or non-observance of any of the covenants contained in clauses 2 and 3.1, and without prejudice to any other liability which the Grantor may have to the Grantee or the Management Company, the Grantor shall upon written demand being made by the Grantee, The Heads or the Management Company forthwith remedy the breach or non-observance of the covenant. If the Grantor fails to remedy the breach or non-observance of the covenant, as liquidated damages the Grantor shall pay the sum of \$20 (adjusted annually from 1 January 2004 by the percentage adjustment in the Consumer Price Index (All Groups) published by the Department of Statistics or other responsible agency for the 12 months ending on 31 December of each prior year) per day for each day the Grantor is in breach until the breach or non-observance is remedied and the Grantee, The Heads or the Management Company shall be entitled to lodge a caveat against the Grantor's certificate of title recording the breach of covenant.

4. Property Manager

- 4.1 So as to ensure proper and orderly management of the facilities on Lot 1 during the initial stages of any subdivision of Certificate of Title 138087, The Heads shall appoint a Property Manager for the purpose of carrying out the functions of the Management Company. The Property Manager's term of appointment shall be the lesser period of:
- (a) three years from the date of registration of this Instrument; or
 - (b) the date The Heads ceases to be a registered proprietor of any part of Lot 1.
- 4.2 The Heads shall have the power to remove the appointee and appoint a new appointee to the office of Property Manager on as many occasions as The Heads deems necessary.
- 4.3 Notwithstanding anything contained in this Instrument, during the Property Manager's period of appointment, all the rights, powers and authorities of the Management Company shall be solely vested in the Property Manager, and the owners of Lot 1 shall have no ability to meet and elect the members of the Management Company.
- 4.4 The Property Manager shall be entitled to receive a reasonable fee for the Property Manager's services, such fee to be agreed between The Heads and the Property Manager from time to time. The Property Manager's fee shall be paid by the owners of Lot 1 in the same manner as an expense assessed by the Management Company.

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