

" Sample only.
Please refer to the actual Covenant registered over the respective title."

9

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 6988923.10 Easement

DocID: 611805331



Land registration district

SOUTH AUCKLAND

Grantor

Surname(s) must be underlined or in CAPITALS.

PAUANUI LAKES PROPERTIES LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

PAUANUI LAKES PROPERTIES LIMITED

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

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 31st day of MAY 2016

Attestation

<p><u>Law Herbert - Director</u></p> <p><u>G M O'Donnell - Director</u></p> <p>Signature [common seal] of Grantor</p>	<p>Signed in my presence by the Grantor</p>
	<p>Signature of witness</p>
	<p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p>
	<p>Occupation</p> <p>Address</p>

<p><u>Law Herbert - Director</u></p> <p><u>G M O'Donnell - Director</u></p> <p>Signature [common seal] of Grantee</p>	<p>Signed in my presence by the Grantee</p>
	<p>Signature of witness</p>
	<p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p>
	<p>Occupation</p> <p>Address</p>

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 Page 1 of 4 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)
See Attached			

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 Dated _____ Page 1 of 1 pages

(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)
ROW, Right to Convey Electricity, Water, Gas, Telecommunications & Computer Media, Right to Drain Water & Sewage	LT 367718 – Area A	Lot 300 – 275169	Lots 18-64 – 275122 – 275168 (inclusive)
Right to Drain Water & Sewage	LT 367718 – Area B	Lot 31 – 275135	Lots 32-35 & 300 – 275136 – 275139 (inclusive) + 275169
	LT 367718 – Area C	Lot 30 – 275134	Lots 31-39 & 300 – 275135 – 275143 (inclusive) + 275169
	LT 367718 – Area G	Lot 29 – 275133	Lots 30-39 & 300 – 275134 – 275143 (inclusive) + 275169
	LT 367718 – Area H	Lot 28 – 275132	Lots 29-39 & 300 – 275133 – 275143 (inclusive) + 275169
	LT 367718 – Area I	Lot 27 – 275131	Lots 28-39 & 300 – 275132 – 275143 (inclusive) + 275169
	LT 367718 – Area J	Lot 26 – 275130	Lots 27-39 & 300 – 275131 – 275143 (inclusive) + 275169
	LT 367718 – Area K	Lot 25 – 275129	Lots 26-39 & 300 – 275130 – 275143 (inclusive) & 275169
	LT 367715 – Area L	Lot 24 – 275128	Lots 25-39 & 300 – 275129 – 275143 (inclusive) & 275169

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

Page of pages

(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)
Right to Drain Water & Sewage	LT 367718 – Area M	Lot 23 – 275127	Lots 24-39 & 300 275128 – 275143 (inclusive) & 275169
	LT 367718 – Area N	Lot 22 – 275126	Lots 23-39 & 300 275127 – 275143 (inclusive) & 275169
	LT 367718 – Area F	Lot 3 – DP 330034 122824	Lots 18-39 & 300 275122 – 275143 (inclusive) & 275169 & Lot 208 DPS 88975 – SA70C/439
	LT 367715 – Area E	Lot 54 – 275158	Lots 40-53 & 300 275144 – 275157 (inclusive) & 275169
	LT 367718 – Area O	Lot 18 – 275122	Lot 208 DPS88975 – SA70C/439
Right to Drain Water & Sewage	LT 367718 – Area D	Lot 3 DP 330034 122824	Lots 40-64 & 300 275144 – 275168 (inclusive) & 275169
Land Covenants as attached		Lots 18 – 64 – 275122 – 275168 (inclusive)	Lots 18 – 64 275122 – 275168 (inclusive)

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

Dated

Page

of

Pages.

(Continue in additional Annexure Schedule, if required.)

The Grantee **HEREBY COVENANTS** with the Grantor for the benefit of every other owner (as defined herein) of every Lot (as defined herein) as a covenant running with the land that the Grantee will always observe and perform all of the covenants set out below:

Building Covenants:

1. The Grantee will not, except with the prior written approval of the Grantor (which approval may be given at the discretion of the Grantor having regard to the overall integrity and aesthetics of the Development generally):

1.1 erect or place or permit to be erected or placed or modified, altered, reconstructed or added to, on the land, any building, garage, carport or accessory building or structure without:

1.1.1 first obtaining the approval of the Design Committee, to the plans of such dwelling and/or garage and/or accessory buildings and structures and the materials, finish and exterior colours to be used in the construction of the dwelling, garage, carport, accessory buildings and any other structure including fences, driveways and vehicle crossings (this approval shall not be unreasonably or arbitrarily withheld taking into account the standard conditions for building and development set out in clause 1.1.3 and the requirements of the Thames Coromandel District Council Resource Consent for a consistent standard of quality building which suits the aesthetics of the development generally); and

1.1.2 complying with the standard conditions for building and development set out in clause 1.1.3 relating to the Grantees proposed dwelling, garage, carport, accessory buildings, fences, driveways and vehicle crossings, landscaping, and use of the land.

1.1.3 The standard conditions for building and development are:

i. **Floor area.** No dwelling (excluding villas and apartments) will have a floor area of less than 150m² (excluding garages, carports, decks and all detached buildings);

ii. **Materials.** The roof shall not be constructed of unpainted corrugated iron or other metal (except in the case of copper) surface. Metal roofing (except where copper is used) shall be colour coated.

iii. **Wall cladding.** No roofing material shall be used on external walls, except that corrugated metal may be used to a limited extent. No sheet materials unless fully covered by proprietary plaster systems, or to achieve a board and batten effect or traditional Tudor effect. Wood fibre planks or boards shall only be used in place of timber weather boards provided they are used in a manner that will create a natural traditional timber weatherboard appearance.

iv. **Windows.** No reflective or mirror glass shall be used. All glass facing onto a fairway, tee or green shall be glazed with the use of laminated glass.

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

[]

Dated

[]

Page

[]

of

[]

Pages

(Continue in additional Annexure Schedule, if required.)

- v. **Second-hand and recycled materials.** Second-hand or recycled materials may only be used by express permission of the Design Committee.
- vi. **Fences.** No fence shall be erected within 3 metres of the boundary of any street, golf course, or lake. Elsewhere, fences are discouraged unless natural materials are used that blend in with the landscape and garden, house character and style.
Fences shall not be constructed of corrugated iron, sheet or panel steel, untextured wood fibre cement, plywood, or post and wire fencing.
Fences shall not be more than 1.8 metres in height above finished ground level of the lot after subdivision.
- vii. **Basement.** No pole houses shall be erected unless approved by the Design committee.
The Design Committee may only approve pole houses on lots 31 to 36 and only if suitably landscaped and planted and may be subject to special conditions.
Sub-floor spaces and basements under houses and decks shall be enclosed or lined and in addition particular attention shall be paid to the screening of sub-floor spaces in the landscape plan.
- viii. **Siting of buildings.** No dwelling (excluding villas and apartments), garage, carport, accessory building, shall be erected on the lot within 3 metres of any street, golf course, or lake boundary and 1.5 metres from each side boundary. (Note this condition is in addition to the bulk, location, height, day lighting and other standard imposed by the Thames Coromandel District Council and subject of their consent notice [under section 221 Resource Management Act] on the titles of each lot.)
- ix. **Height.** No dwelling, building or structure will be erected on the land with an overall height in excess of 8 metres above the finished ground level of the land after subdivision or exceeding one level in relation to dwellings constructed on lot numbers 4 to 8 inclusive and lot numbers 149 to 152 inclusive, with approval of split levels and mezzanine levels on these sites at the full discretion of the design committee. This height limitation will not apply to the terraced apartments sited on lot numbers 100 to 105 inclusive and lot numbers 124 to 129 inclusive.
- x. **Colour.** Colour schemes shall be submitted with the building plans for approval of the Design Committee. The colour schemes shall be of earthy tones, natural timber, natural stone, or colours that are subtle and blend in with the natural environment.
- xi. **Landscaping and trees.** All landscaping shall be embodied in the plans and shall be sympathetic to the house, garage, and accessory building and the natural environment and ecology of the Development.
Plants used shall not contain any species that are or may be a particular threat to the ecology of the wetland. These include any listed in the Environment Waikato's Pest Management Strategy and Japanese honeysuckle, arum lilies, convolvulus, willow species, and swamp cypress.

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

[Empty box for instrument type]

Dated

[Empty box for date]

Page

[Empty box for page number]

of

[Empty box for total pages]

Pages

(Continue in additional Annexure Schedule, if required.)

- xii. **Vehicle crossings and driveways.** The lot shall have a vehicle crossing and formed access for vehicles.
Vehicle crossings of road berms (from the road carriageway to lot boundary) shall be completed in accordance with the Thames Coromandel District Council standards and specifications prior to the occupation of the house. The finished form and appearance shall be sympathetic to the finishing touches of the Development and to the surrounding environment.
Driveways, (from the lot boundary to the garage or carport) shall be formed in a permanent hard surface or gobi block.
No driveway shall be left with a dirt, metal, low quality aggregate surface, or loose metal.
- xiii. **Clothes drying lines &/or airers.** Clotheslines shall be located in a fenced area adjacent to a side boundary unsighted from the golf course or roadway. Clothes airers are not permitted to be visible from the golf course.
- xiv. **Security.** No dwelling will be approved on any lot without a fully operative "Home Integrated Security System" as approved by the Design Committee.

- 1.2 further subdivide the lot;
- 1.3 allow grass or weeds on the lot to exceed 100mm in height or allow rubbish or waste material to accumulate on the lot or otherwise allow the lot to become unsightly.
- 1.4 allow the removal of soil from the lot except where it is necessary during the course of construction of the dwelling, garage, or accessory building, driveway and vehicle crossing provided that in such cases the soil shall not be removed from the Development;
- 1.5 use the lot or allow the lot to be used for any trading or commercial purpose provision of accommodation excepted, nor erect or place or permit to be erected or placed upon the lot any advertisement, sign or hoarding of a commercial nature, unless for the provision of accommodation.
The design committee may approve a "home occupation" as defined and provided for under the Thames Coromandel District Council district plan.
Home stays are not permitted;
- 1.5 erect or place or permit to be erected or placed upon the lot any dwelling which is removable or relocatable;
- 1.7 erect or place or permit to be erected or placed upon the lot any caravan, hut, or shed to be used as a dwelling or temporary dwelling. Provided that the design committee may approve construction facilities for up to 6 months during the course of construction of a dwelling;
- 1.8 erect or place or permit to be erected or placed upon the lot an "A-Frame" type dwelling;
- 1.9 allow trees to grow to a height exceeding 4 metres on any part of the lot where a tree of any greater height will impede the views from any other lot in the Development;

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

[Handwritten signatures]

Annexure Schedule



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

Dated

Page

of

Pages

(Continue in additional Annexure Schedule, if required.)

- 1.10 bring in or allow to remain on the lot any vehicle, equipment or machinery other than for the construction of the dwelling which is unsightly or which is likely to become a nuisance to the registered proprietors for the time being of any other lot in the Development;
- 1.11 allow any wood or coal burning fires or burners in the dwelling or on the lot;
- 1.12 erect any aerial or satellite dish on a lot or placed on or fixed to any building on the lot;
- 1.13 allow any water tanks or gas bottles to be fixed to the outside of any building or located on any lot;
- 1.14 allow any dwelling to be occupied until construction has been completed;
- 1.15 allow any animal onto the golf course;
- 1.16 allow any animal to be uncontrolled when on common property;
- 1.17 allow any cat, dog &/or musteloid onto any lot.

General:

- 2. The Grantee will not object and will do nothing to hinder or prevent the Grantor from making changes to or departures from the scheme plan of subdivision at its sole discretion.
- 3. The Grantee will execute a Power of Attorney in favour of the Grantor authorising the Grantor to sign any consents or documents necessary to complete any aspect or part of the subdivision.
- 4. The Grantee will have all building and construction work on the land carried out by contractors approved by the Grantor and/or the Design Committee.
- 5. The Grantee will not object to and will do nothing to hinder or prevent the operation and activities of or on the golf course and the Grantee further covenants that the operation and activities of or on the golf course including but not limited to noise operation of machinery, sprays and/or stray golf balls will not constitute a nuisance or give rise to an actionable claim by the Grantee and the Grantee will not take any legal action to require the golf course operator to change any operation and/or activity of or on the golf course.

Pauanui Lakes Resort Residents Association:

- 6. The Grantee will:
 - 6.1 upon becoming registered as a proprietor of any estate in the Land (including an estate arising from a subdivision of the Land) immediately join as a member of the Society, and remain a member of the Society in good standing throughout the Grantee's ownership of the Land, and meet all levies and other lawful impositions levied by the Society;
 - 6.2 at all times comply with the constitution of the Society including the appropriate rules forming part of the constitution (the "Constitution");

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

Dated

Page

of

Pages

(Continue in additional Annexure Schedule, if required.)

6.3 upon selling the Land procure the Grantee acquiring the Land to enter into, execute and deliver to the Society an acknowledgement of membership form effective from the date the Grantee becomes the beneficial owner of the Land; and

6.4 if required by the Society, before granting any mortgage over the Land procure the intended mortgagee to enter into a deed with the Society (at the Grantee's cost) covenanting to comply at all times with the Constitution upon exercising any power as mortgagee.

Damages:

7. The Grantee will not have any claim in damages against the Grantor on account of:

7.1 any refusal to grant approval to any plan under clause 1 above; or

7.2 the grant of any approval for a dwelling on another lot unless the Grantor has acted dishonestly or has otherwise been motivated by pecuniary gain in relation to the giving of consent.

Definitions:

8. For the purposes of these covenants:

8.1 "Common property" means any land within the Development either owned by the Society or designated for the use by the proprietors of the lots within the Development in common.

8.2 "Design Committee" means a committee established by the Grantor for the purpose of approving and controlling any development on any lot contained in the subdivision and known as the Design Committee.

8.3 "Development" means the development carried out by the Grantor on the land in DPS 88972, 88973, 88974, 88975, 88976, 88977, 88978, 88979, 88980 and Lot 1 DPS 91789.

8.4 "Golf Course" means the golf course being developed on the land in Certificate of Title SA71C/273.

8.5 "Land" means the land transferred by this transfer.

8.6 "Lot" means a residential lot shown on DPS 88972, 88973, 88974, 88976, 88977, 88978, 88979, 88980 and any residential lot created from a subdivision of Lot 1 DPS 91789.

8.7 "Owner" includes any person from time to time registered (whether individually or with others) as a proprietor or proprietors of a lot (other than the land) on DPS 88972, 88973, 88974, 88976, 88977, 88978, 88979, 88980 and any residential lot to be created from a subdivision of Lot 1 DPS 91789 and includes the successors in title of an owner.

8.8 "Society" and "Association" means the Pauanui Lakes Resort Residents Association Incorporated under number 1107924.

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

[Empty box for instrument type]

Dated

[Empty box for date]

Page

[Empty box for page number]

of

[Empty box for page number]

Pages



(Continue in additional Annexure Schedule, if required.)

8.9 "Grantee" includes the Grantee and all successors in title to the land and where the land is subdivided includes each person registered as proprietor or proprietors of any part of the land.

8.10 "Villas" means the buildings located on lots 106 to 123 inclusive.

8.11 "Apartments" means the buildings located on lots 100 to 105 inclusive and lots 124 to 129 inclusive.

Attestation

 <i>L. Wilson</i> Director	Signed in my presence by the Grantee
	Signature of Witness.
 <i>K. MacKay</i> Director Signature, or common seal of Grantee	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness Name
	Occupation
	Address

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

[Handwritten initials/signatures]