

**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy


R.W. Muir
Registrar-General
of Land

Identifier 121288
Land Registration District South Auckland
Date Issued 08 June 2004

Prior References
SA14C/1056

Estate Fee Simple
Area 1.8774 hectares more or less
Legal Description Lot 3 Deposited Plan 329628

Proprietors
Peter John Kivell and Sandra Mary Kivell

Interests
Land Covenant in Easement Instrument 7388087.1 - 25.5.2007 at 9:00 am
7393410.3 Mortgage to ASB Bank Limited - 1.6.2007 at 11:55 am

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

SOUTH AUCKLAND



EI 7388087.1 Easement

Cpy - 01/02, Pgs - 010, 29/06/07, 14:59



DocID: 511724983

Grantor

Surname(s) *mus*

RAINMAN LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

RAINMAN LIMITED

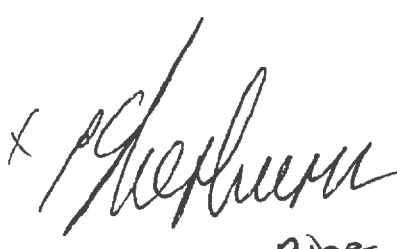
Grant* of easement or profit à prendre or creation or covenant

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 26th day of April 2007 -

Attestation

 Director	Signed in my presence by the Grantor ✓ <u>Liz Bickford-Smith</u> Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name ✓ <u>Liz Bickford-Smith</u> Occupation ✓ <u>PA</u> Address ✓ <u>44A Cairns Cres, Hamilton</u>
Signature [common seal] of Grantor	

 Director	Signed in my presence by the Grantee ✓ <u>Liz Bickford-Smith</u> Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name ✓ <u>Liz Bickford-Smith</u> Occupation ✓ <u>PA</u> Address ✓ <u>44A Cairns Cres, Hamilt.</u>
Signature [common seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952.


[Solicitor for] the Grantee

① EI
SD
+x 121286
121287
121288

*If the consent of any person is required for the grant, the specified consent form must be used.




Easement instrument

Dated 26 April 2007

Page 1 of 6 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)
Covenant	—	121286, 121287 and 121288 	121286, 121287 and 121288

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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

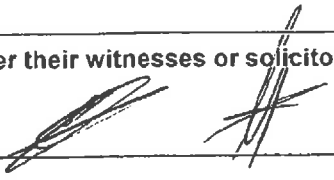
*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

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

26 April 2007

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(Continue in additional Annexure Schedule, if required.)

The Grantor (referred in this schedule as "the Owner") does hereby covenant so as to bind the Grantor and the Grantor's successors in title with the Grantee and the Grantee's successors in title as follows:

The provisions applying to the specified covenants are:

1. The Owner of the land will not:

- (a) Erect, construct or place on the land, or allow to be erected, constructed or placed on the land, any dwelling which is not a new residential dwelling having a minimum floor area (excluding any garage) of 200 square metres (measured to exterior wall perimeter) and to be constructed to a shape other than a simple rectangle containing at least two hips or gables in the roof and having not less than 90% in area of the non-glazed exterior cladding consisting of any of the following materials:
 - (i) Kiln fired, pre-cast or concrete brick or block work.
 - (ii) Coloured stucco finish on composite sheet, metal lathe, polystyrene, concrete block or solid concrete.
 - (iii) Solid stone or a veneer of stone or similar quarried material.
 - (v) Timber, weatherboard or pre-finished metal weatherboards bonded to solid timber boards all having a maximum finished width not exceeding 180mm.

PROVIDED HOWEVER that any dwelling which is finished in the form of flat cladding, poured concrete or similar shall have a textured surface or if concrete block a plastered finish so that the base material is fully covered.

- (b) Occupy or use the dwelling as a residence unless it has been substantially completed in accordance with the terms of these covenants with all exterior surfaces which are not pre-colour coated or finished being painted or stained and with all appropriate local authority code compliance certificates having been issued for the dwelling.
- (c) Allow any form of metal roofing on a building unless it has been factory prepainted nor to allow the use of roofing material likely to create a glare offensive to the adjoining owners.
- (d) Allow any work for the erection of improvements on the property (whether dwelling, accessory buildings or fences) to be commenced unless plans and specifications and all other details of construction and finish as the Grantee in its absolute discretion may require have first been submitted to the Grantee or its agents and have then been approved in writing by the Grantee or its agents. The Grantee's approval shall not be unreasonably withheld if the Grantee is satisfied that the dwelling will comply with the terms of this clause and the Grantor shall not erect or permit to be erected any improvement upon the

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

Annexure Schedule



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

Easement

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(Continue in additional Annexure Schedule, if required.)

land not first approved by the Grantee in terms of this clause. Any departure from the approved specifications which result in a change of materials, finishes, or method of construction and which have not been approved by the Grantee or its agent, shall be deemed to be a breach of these covenants and subject to the penalties outlined in clause 3.

- (e) Permit the driveway on the property to remain uncompleted without a dust free surface for more than six months after completion of the dwelling.
- (f) Allow construction of the dwelling to be delayed so that substantial progress is not made for any period exceeding three months.
- (g) Allow any damage to the landscape, roading, concrete or to other structures in the subdivision arising from the Grantors use of the land directly or indirectly through the Grantors agents or invitees and if any damage does arise to reinstate, replace or be responsible for all costs arising from such damage.
- (h) Erect any building on the land other than the dwelling unless:
 - (i) They are constructed of the materials set out in clause 1(a)(i) to (iv); or
 - (ii) They are constructed using pre-painted corrugated iron in a style the plans of which have first been approved in writing by each of the registered proprietors of the adjoining lots.
- (i) Permit or carry out the erection of any temporary building or structure upon the property except as such as may be used in conjunction with the construction of permanent buildings and which will be removed from the land.
- (j) Park, bring onto or allow to remain on the land any caravan, commercial vehicle or any other equipment, materials or machinery unless garaged or screened from the road or right of way access and obscured from direct sight of the road or right of way access so as to preserve the amenities of the neighbourhood without the written approval of the registered proprietors of the adjoining lots.
- (k) Permit or cause any advertisement, sign or hoarding to be erected on any part of the property other than a sign recording the name and/or occupation of the owner of the property for the time being, such sign to be no larger than 400 millimetres by 400 millimetres.
- (l) Permit or carry on or use the land other than for residential purposes except that the owner may carry on 'home office occupation' activities if permitted by the Local Authority district plan.

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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.)

- (m) Use the land in such a manner so as to cause a nuisance or disturbance to the adjoining owners.
- (n) Keep or allow any pigs, donkeys or poultry on the land, nor to use the land for animal boarding kennels PROVIDED THAT the keeping of not more than 10 domestic hens shall not be a breach of this covenant. For the purposes of this clause, the expression "hens" shall not include "roosters".
- (o) Keep or permit to be kept on the land more than two dogs of a greater age than three months. These animals shall not be allowed to become a nuisance to the adjoining owners and all dogs shall be controlled so as to prevent them from roaming at will.
- (p) Permit or allow motorcycling or go-karting recreation or other noisome activity on the land.
- (q) Permit or cause any rubbish to accumulate or be placed upon the land and will not to permit any excessive growth of weeds so that the same becomes long and unsightly or a nuisance to the adjoining owners.
- (r) Erect a fence constructed of corrugated iron or other solid metal products.
- (s) Construct any road on any part of the land which provides access to any other land or adjoining lot.

2. The owner of the land agrees in respect of the dam situated on Lot 2 within the subdivision to observe all of the following regulations and requirements:

- (i) To permit all of the registered proprietors of the lots in the subdivision to have the use of the facility of the dam in accordance with these regulations and requirements.
- (ii) To make payments of \$500.00 per annum (or such other sum as the owners of two of the three lots in the subdivision may determine) by one instalment payable in advance on 1 January in each year, such payments to be made to the owner for the time being of Lot 2 to meet the cost of electricity and pump maintenance and any other costs required to maintain a water supply to top up the dam and also to supply water to each of the lots for domestic and irrigation purposes.
- (iii) To permit any pipeline installation or part of any water supply to the dam which is on the land to continue without hindrance or obstruction.

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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.)

- (iv) To share equally with the registered proprietors of the other lots in the subdivision in meeting any extraordinary expenditure incurred in maintaining or enhancing the dam.
- (v) To use the dam only for water supply and for recreational purposes but not any form of recreation involving the use of craft or things powered by an engine.
- (vi) Not to shoot any bird life on the dam.
- (vii) Not to draw water from the dam for any domestic, irrigation or other purpose.

To the intent that at all times the amenity and visual enhancement provided by the dam shall be preserved for the benefit of all of the owners of the lots in the subdivision.

3. Acknowledging that the value of the area of the subdivision will be effected by the standard of buildings erected on the land and by a failure to comply with the covenants contained in this clause, the Grantor covenants for the Grantor personally and the Grantor's successors in title that should the Grantor fail to comply with, observe, perform or complete any of the special conditions and or covenants and restrictions contained in clause one then without prejudice to any other liability the Grantor may have to the Grantee and the registered proprietor of any lot in the subdivision the Grantor will:

- (a) Pay to the Grantee as liquidated damages the sum of fifty thousand dollars (\$50,000.00) or a sum equal to 25 per centum of the cost of the erection of the dwellinghouse whichever sum is the larger immediately upon receipt of a written demand for payment from the Grantee or the Grantee's solicitors and;
- (b) Shall permanently remove or cause to be permanently removed from the property any improvement or structure so erected which is the cause of any breach or non-observance of the foregoing covenants provided that it is further agreed and acknowledged that:
 - (i) The Grantor shall only have any liability while the Grantor is a registered proprietor of the property.
 - (ii) If the default is in respect of one of the matters referred to in clause (h) to (s) the remedy of such default within one month of notice in writing requiring the removal of the cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the covenants shall avoid the payment of the penal sum prescribed by this clause 3 but this waiver shall not apply in respect of any subsequent default of a similar nature.
 - (iii) The rights and obligations of the Grantee to enforce the rights, benefits and obligations conferred by the foregoing covenants and by this clause shall terminate six calendar months from the date on which it ceases to be an owner of

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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.)

any lot in the subdivision and from that date the right to enforce the rights, benefits and obligations so conferred shall in accordance with normal legal principles vest in the registered proprietors of lots in the subdivision who will have the benefit of the covenants.

4. In respect of each parcel of land herein described, this instrument shall not seek or purport to make such land be subject to and receive the benefit of the covenant over the same land at the same time.

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

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement

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

Consentor
Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ASB Bank Limited

Mortgagee under Mortgage 5558379.2

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [] if inconsistent with the consent.
State full details of the matter for which consent is required.

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

[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

The within Easement Instrument

Dated this _____ day of _____ - **7 MAY 2007**

Attestation

SIGNED by ~~ASB BANK LIMITED~~ by its Attorney
BRENDA ANNE WATERS
without prejudice to the rights and powers existing
under the interest of the Consentor

in the presence of: **Mark Rule**
Witness:
Bank Officer, Mark Rule
AUCKLAND

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature of Consentor

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

ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Brenda Anne Waters of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **31 October 2006** and deposited in the Land Information New Zealand office as **No. 7154356.1** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Chief Manager Lending Services
Senior Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.



Brenda Anne Waters

SIGNED at Auckland this day of - 7 MAY 2007 2007

Landonline UserID:

landinfo@netnet

LODGING FIRM:

Land Info Net Ltd - Hamilton

Address:

PO Box 9213 or DX GX10061

Hamilton

0508 534 251

Uplifting Box Number:

37

ASSOCIATED FIRM:

Client Code / Ref:

A53940 M-503201 RAINMAN LIMITED

Other (State)

Dealing / SUD Number:

(LINZ Use only)

Priority Barcode Date Stamp:

(LINZ Use only)

Plan Number Pre-Allocated or to be Deposited:

Rejected Dealing Number: 7361726

EI 7388087.1 Easement |

CPY - 02/02, Pgs - 010, 29/06/07, 14:59

Copies (inc. original)

DocID: 511724983

REQUISITIONED

Priority Order	CT Ref	Type of Instrument	Name of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION PRIORITY FEE	FEES & GST INCLUSIVE
1	121286 121288	EI	RAINMAN LTD TO RAINMAN LTD	\$0.00	\$2.00	SENT ON REQ				\$20.00	\$20.00



Fees Receipt and Tax Invoice

Annotations (LINZ Use Only)

Land Information New Zealand lodgement Form
GST Registered Number 17-022-895
LINZ Form P005

Original Signatures ?

rcs 0, pr 3
db/ka

Subtotal (for this page)	\$0.00
Total for this dealing	\$20.00
Less Fees Paid on Dealing #	\$0.00
Please debit my landonline account for	\$20.00