



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



Search Copy


R.W. Muir
Registrar-General
of Land

Identifier 329816
Land Registration District South Auckland
Date Issued 01 March 2007

Prior References
SA50D/894

Estate Fee Simple
Area 2.7165 hectares more or less
Legal Description Lot 3 Deposited Plan 382536

Proprietors
Julian Robert Parkinson and Claire Helen Parkinson

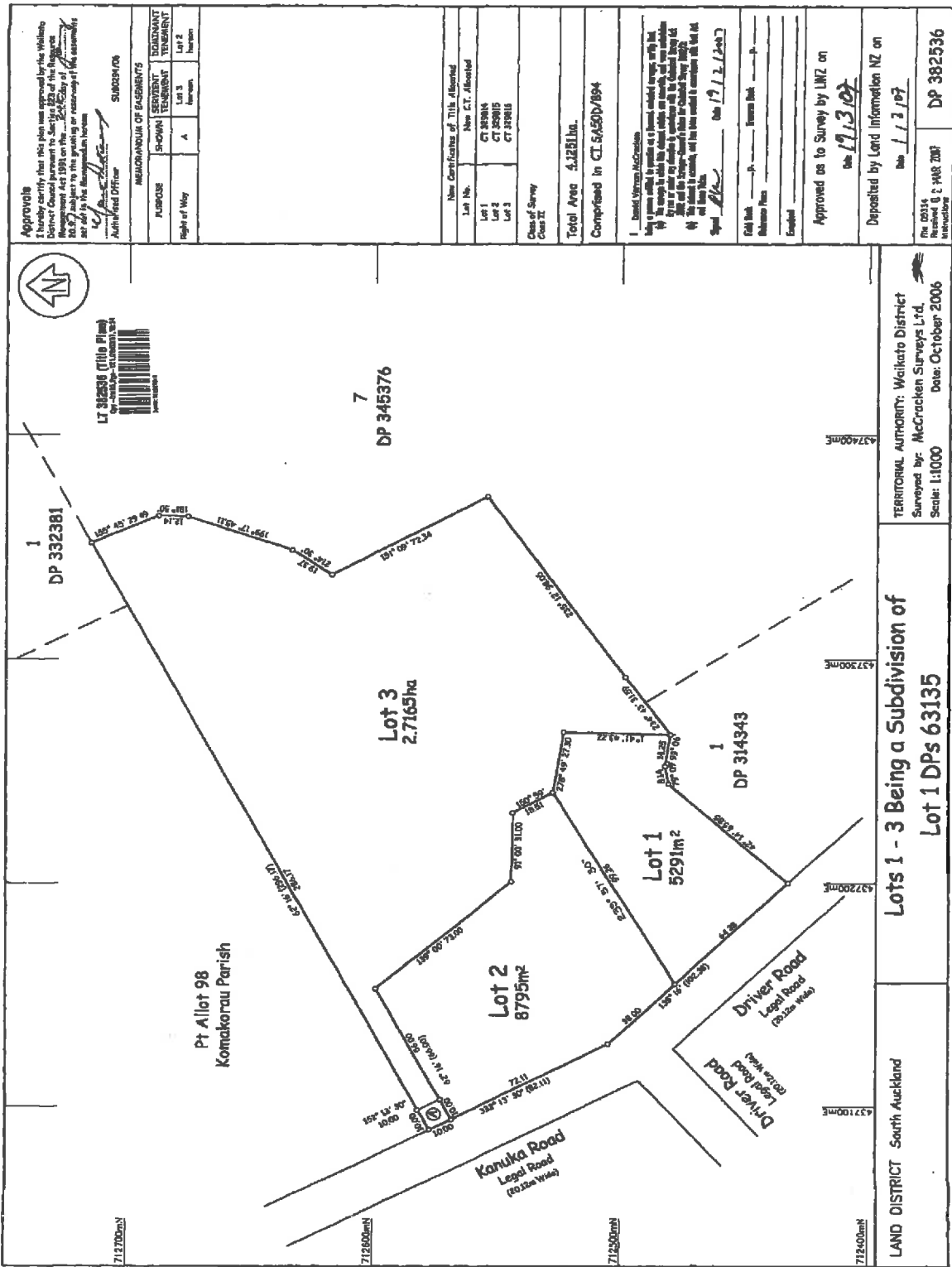
Interests

7256205.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 1.3.2007 at 9:00 am

Subject to a right of way over part marked A on DP 382536 created by Easement Instrument 7256205.4 - 1.3.2007 at 9:00 am

The easements created by Easement Instrument 7256205.4 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Transfer 7410615.2 - 11.6.2007 at 9:00 am



Approvals
I hereby certify that this plan was approved by the Waikato Regional Council in accordance with the Resource Management Act 1991 on the 17th day of March 2006 subject to the provisions or easements of the easements set out in the Memorandum herein.
Authorised Officer
[Signature]



MEMORANDUM OF ASSIGNMENTS

PURPOSE	SHOWN	SERVED	TENDANT	REMARKS
Right of Way	A	LOT 3	LOT 2	Section 2

MEMORANDUM OF ASSIGNMENTS

NEW CONTRIBUTIONS OF TITLE ALLOWED

Lot No.	New C.T. Allowed
Lot 1	CT 380944
Lot 2	CT 380915
Lot 3	CT 380915

Class of Survey
Class 2

Total Area 4.1281ha.
Compared in CI 5/A50/D/894

David Vivian McCracken
I, David Vivian McCracken, being a person entitled to practice as a Licensed Surveyor, do hereby certify that the above is a true and correct copy of the survey plan and that the same has been approved by the Waikato Regional Council in accordance with the provisions of the Resource Management Act 1991. This plan is hereby issued and may be taken as a true and correct copy of the same.
Date 17.3.2006

Approved as to Survey by LINZ on 17.3.06
Deposited by Land Information NZ on 17.3.06

File No. 1013102
DP 382536

TERRITORIAL AUTHORITY: Waikato District
Surveyed by: McCracken Surveys Ltd.
Scale: 1:1000 Date: October 2006

LAND DISTRICT South Auckland

Lots 1 - 3 Being a Subdivision of
Lot 1 DPs 63135

Lot 1 5291m²
Lot 2 8795m²
Lot 3 2.7165ha

DP 332381
DP 314343
DP 345376
DP 382536



1:1000001 00534 TR/LF/EJG Jan 18, 2007 - 11:25am.306

**CONSENT NOTICE PURSUANT TO
SECTION 221
RESOURCE MANAGEMENT ACT 1991**



Your Community Partner

The Registrar General of Land
South Auckland Land Registry

IN THE MATTER

of a Consent Notice pursuant to Section 221 of
the Resource Management Act 1991 ("the Act")

and

IN THE MATTER

of a subdivision Consent pursuant to Sections 105,
108, 220, and 221 of the Act

PURSUANT to section 252(1)(a) of the Local Government Act 1974, I, GAVIN JOHN ION Chief Executive of THE WAIKATO DISTRICT COUNCIL, hereby certify that the Waikato District Council has granted its consent to the subdivision shown on Land Transfer Plan No 382536, (and being the land described in the First Schedule), subject to certain conditions, including the requirement that the Owner (as defined in the Act) comply on a continuing basis with the conditions set out in the Second Schedule and that this Notice be registered against the Certificates of Title for Lots 1, 2 and 3 on Land Transfer Plan No 382536

First Schedule

An estate in fee simple in all that parcel of land containing 4.1255 hectares more or less being Lot 1 Deposited Plan S63135 and comprised in Certificate of Title SA50D/894 (South Auckland Registry)

Second Schedule

In respect of Lots 1 and 3

1. The Owner shall be advised of the following conditions:

- (a) The foundation of any building located on these lots shall be located, designed and constructed in accordance with the recommendations of the geotechnical report prepared by Mark T Mitchell Limited dated 16 August 2006, reference W-9075. A copy of this report can be obtained from the Waikato District Council.
- (b) The stormwater and wastewater systems shall be in general accordance with the recommendations of the geotechnical report prepared by Mark T Mitchell Limited dated 16 August 2006, reference W-9075.

CONO 7256205.2 Consen

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② CONO
\$ 50
SA50D/894


In respect of Lots 1, 2 and 3

2. The Owner shall comply with the following conditions:
- (a) The vegetative cover and planting of gully slopes shall be maintained to assist in the control of surface erosion.
 - (b) Any ponding of stormwater at the top of all slopes shall be prevented and there shall be no concentrated flows of stormwater such as discharges from stormwater pipes, over the edge of gully slopes.
 - (c) No fill, including inorganic or organic matter shall be placed over the gully edges.
 - (d) The use of gully areas shall be restricted to uses compatible with soil conservation and erosion control.

General Condition

3. The Owner shall pay the Council's costs and disbursements in respect of the preparation, execution, registration and enforcement of this Notice and the Council's conditions set out in this Notice and any variation or cancellation of them.

DATED at Ngaruawahia this 25th day of January 2007.


GAVIN JOHN ION
Chief Executive

Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

EI 7256205.4 Easement I

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Land registration district

SOUTH AUCKLAND

Grantor

Surname(s) must be underlined or in CAPITALS.

CUNNINGHAM BROWN DEVELOPMENTS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

CUNNINGHAM BROWN DEVELOPMENTS LIMITED

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

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

Dated this 10th day of February 2007

Attestation

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

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

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

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of

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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)
Right of Way	'A' on DP 382536	Lot 3 DP 382536 / CT 329816	Lot 2 DP 382536 / CT 329815

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] ~~[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 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

AS. [Signature]

Annexure Schedule



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

Easement

Dated

Page 3 of 3 pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Easements"

Where there is a conflict between the provisions of Schedule 4 to the Land Transfer Regulations 2002 ("Schedule 4") and the Schedule 9 to the Property Law Act 1952 ("Schedule 9"), the provisions of Schedule 9 must prevail.

Where there is a conflict between the provisions of Schedule 4 and/or Schedule 9, and the modifications in this Easement Instrument, the modifications must prevail.

The maintenance provisions of Schedule 4 are modified as follows:

Any maintenance, repair or replacement of the right of way on the servient or dominant land that is necessary because of any act or omission by the Grantor or Grantee (which includes agents, employees, contractors, subcontractors and invitees of that Grantor or Grantee) must be carried out promptly by that owner and at that owner's sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that owner responsible must be in proportion to the amount attributable to the act or omission (with the balance payable in accordance with Clause 11 of the Schedule 4).

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 and signatures: W.S., E.B., and U.

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

[Empty box for instrument type]

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.)

Southland Building Society	Mortgagee under Mortgage no: 6983755X.1
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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 registration of the easement instrument

Dated this **10th** day of **FEB 2007**

Attestation

	<p>Signed in my presence by the Consentor THE COMMON SEAL OF THE SOUTHLAND BUILDING SOCIETY was presented affixed by Order of the Directors in the presence of Witness to complete in BLOCK letters (unless legibly printed)</p>
	<p>Witness name _____ Occupation Philippa Mary Hughes Team Leader Lending Support Address _____ Michelle Debra Cosgrove Lending Support</p>
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.

Transfer instrument
Section 90, Land Transfer Act 1952



Land registration district

South Auckland

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

329816	All	
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Transferor

Surname(s) must be underlined

Cunningham Brown Developments Limited

Transferee

Surname(s) must be underlined

Julian Robert PARKINSON and Claire Helen PARKINSON

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created
State if fencing covenant imposed.

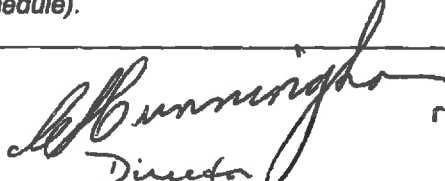

Fee simple subject to Land Covenant (continued on page 2 annexure schedule)

Operative clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this 5th day of April 2007

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

 Director	Signed in my presence by the Transferor
	Signature of witness
 Director	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
Signature [common seal] of Transferor	Occupation
	Address

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

[Solicitor for] the Transferee

Annexure Schedule

Insert type of instrument

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

Transfer

Dated

5th April 2007

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pages

(Continue in additional Annexure Schedule, if required.)

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

The transferor when registered proprietor of the land formerly contained in CT SA 50D/839 subdivided the land into residential lots in the manner shown and defined on DP 382536 **AND WHEREAS** it is the transferor's intention to create for the benefit of the land in the Certificates of Title set out in Schedule A (hereinafter referred to as the 'Dominant Lots') the land covenant set out in Schedule B over the land in Certificate of Title 329816 (hereinafter referred to as the 'Servient Lot') **TO THE INTENT** that the servient lot shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the owners and occupiers for the time being of the dominant lots may enforce the observance of such stipulations against the owners for the time being of the servient lot.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the servient lot and for the benefit of the respective dominant lots the transferee **DOTH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule B hereto so that the covenants run with the servient lot for the benefit of the respective dominant lots as described in Schedule A.

SCHEDULE A

329814

329815

SCHEDULE B

- a) Not to erect or place on the property or allow to be erected, constructed or placed on the property any dwelling house which is not a new residential dwelling house. The dwelling shall have a minimum ground floor area of 160 square metres [excluding garages, carports and decking]. Secondary dwellings must also comply with all the restrictive covenants herein.
- b) Not to allow less than 90% of the exterior cladding of any dwelling/house consist of the following materials:
 - i) Kiln fired, pre-cast or concrete brick or block work.
 - ii) 2 Coloured stucco finish on composite sheet, metal lathe, polystyrene, concrete block or solid concrete.

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.

ASN

Annexure Schedule



Insert type of instrument

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

Transfer

Dated

5th April 2007

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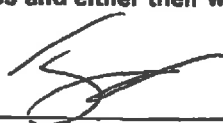
(Continue in additional Annexure Schedule, if required.)

- i) Solid stone or a veneer of stone or similar quarried material.
 - ii) Timber finished with stain, paint or left raw.
 - iii) Metal laminate on pre-finished or raw profiled solid timber.
- c) Not to permit the construction of a dwelling/house on the property to take more than a period of twelve months from the date when footings are commenced. For the purpose of this clause "completion" involves all exterior finishing including painting if required.
 - d) Not to erect or place on the property or allow to be erected, constructed or placed on the property any shed, ancillary building, or similar type structure that is not of a similar or harmonious design to the dwelling house.
 - e) Not to permit the driveway on the property to remain uncompleted without a solid running course for more than six months after completion of the dwelling house.
 - f) Not to 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 for the time being, such sign to be no larger than 400mm by 400mm.
 - g) Not to permit or cause any rubbish to accumulate or be placed upon the property and not to permit any excessive growth of weeds or grass so that the same becomes long or unsightly.
 - h) Not to allow pigs, or beehives on the land (nor to use the property for animal boarding kennels). Any animals kept on the property must be kept in a good and husbandlike manner. A maximum of six (6) hens and no roosters may be kept on the property.
 - i) Not to keep or permit to be kept on the property more than two dogs of a greater age than three months.
 - j) Not to erect a fence constructed of materials other than brick, wood, plastered concrete block or plastered fibrolite and no fence shall exceed 1.83 metres in height above natural ground level.
 - k) Not to erect or place on the property or allow to be erected, constructed or placed on the property a commercial glasshouse or similar type structure on the property.
 - l) Any clotheslines on the property are to be away from the road or right of way access adjacent to the property and must be obscured from direct sight of the road or right of way access.
 - m) Not to permit the operation of an escort agency, brothel or a business with any affiliations with prostitution or the sex industry on the property.

2.0 Breach of Restrictive Covenants

- 2.1 Should there be any breach or non observance of any of the foregoing covenants within clause 1.0 a) to m) above (Covenants) by the Purchaser, without prejudice to any other liability which the Purchaser may have to any person having the benefits of the Covenants, the Purchaser will, on the receipt of a written demand by 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.

W.D.G. - ANN 

Annexure Schedule



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

Transfer

Dated 5th April 2007

Page 4 of 4 pages

(Continue in additional Annexure Schedule, if required.)

Vendor or any of the registered proprietors of any of the lots on the plan annexed to this agreement, of which the property forms part:

- a) Pay to the person making such demand as liquidated damages the sum of Fifty Thousand Dollars (\$50,000.00) or a sum equal to one quarter of the cost of any building used erected or repaired in breach of non-observance of the Covenants or any of them whichever is the greater; and
- b) Remove or cause to be removed from the property any building or fence used, erected or repaired in breach or non observance of the Covenants, and/or remove from the property the cause of any other breach or non observance of the Covenants; and
- c) Replace any building material used, or permitted to be used, in breach of non observance of the Covenants.

Provided and it is further agreed and acknowledged that:

- 2.2 The Purchaser shall only have liability pursuant to clause 15.1 above while the Purchaser is a registered proprietor of the Property.
- 2.3 In any instance breach or non observance of the Covenants, the remedying of such default within one month of notice in writing requiring the removal of such 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 clause 15 a) above, provided that this waiver shall not apply in respect of any subsequent default of a similar nature.
- 2.4 The rights and obligations of the Vendor to enforce the terms of the rights and benefits conferred by the Covenants and by this clause, shall terminate twelve calendar months from the date of settlement of the property, and from that date the right to enforce the rights and benefits so conferred shall, in accordance with normal legal principles, vest solely in the owners of any lots on the plan annexed to this agreement which obtain benefits from the Covenants.

SIGNED by the Transferee
Julian Robert Parkinson and
Claire Helen Parkinson

In my presence:-

Witness Signature

Witness Name:

ANTHONY J. NOLAN
Solicitor
Hamilton

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.