

**Instrument No.** 10781225.8  
**Status** Registered  
**Date & Time Lodged** 15 Jun 2017 17:02  
**Lodged By** Chapman, Francesca Margaret Cc  
**Instrument Type** Easement Instrument



Affected Computer Registers	Land District
771092	South Auckland
771093	South Auckland
771094	South Auckland
771095	South Auckland
771096	South Auckland
771097	South Auckland
771098	South Auckland
771099	South Auckland
771100	South Auckland
771101	South Auckland
771102	South Auckland
771103	South Auckland
771105	South Auckland
771107	South Auckland
771109	South Auckland
771110	South Auckland
771111	South Auckland
771113	South Auckland
771114	South Auckland
771115	South Auckland
771116	South Auckland
771117	South Auckland
771118	South Auckland
771119	South Auckland

**Annexure Schedule:** Contains 15 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 ☒

## Signature


Signed by Anna Karyn Crosbie as Grantor Representative on 15/06/2017 02:58 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 ☒

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### Grantee Certifications

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 Anna Karyn Crosbie as Grantee Representative on 15/06/2017 02:59 PM

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

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

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

**Grantor****OMOKOROA DEVELOPMENTS LIMITED****Grantee****OMOKOROA DEVELOPMENTS LIMITED****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
Scheme of land covenants for the purpose of creating a building scheme	507510	Refer definition of "Covenanting Lots"	Refer definition of "Benefiting Lots"

**Covenant provisions**

The provisions applying to the specified covenants are those set out in the Annexure Schedule.

*Insert instrument type*

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**ANNEXURE SCHEDULE****BACKGROUND**

The registered proprietors of the Lots listed as Covenanting Lots have agreed to enter into these Land Covenants to create a building scheme that will bind all present and future owners of the Covenanting Lots. The building scheme will ensure that the future development and use of the Covenanting Lots adheres to certain standards which enhance and preserve the amenity, appearance and special character of the neighbourhood in which the Covenanting Lots are situated.

**COVENANTS**

1. **Definitions:** In this instrument, unless the context otherwise requires:

**"Alterations"** means improvements, alterations or additions to a Dwelling or the Garage as the case may be, if the Garage is not incorporated into the Dwelling.

**"Benefiting Lots"** means Lots 2-5, 60-66, 108-110, 112, 114, 116, 118-120 and 122-125 (inclusive) on DP 507510, being those areas comprised in computer freehold registers 771099, 771101, 771103, 771105, 771109, 771092, 771093, 771094, 771095, 771096, 771097, 771098, 771110, 771111, 771100, 771107, 771113, 771114, 771115, 771116, 771117, 771118, 771119 and 771102, (all South Auckland registry).

**"Covenantee"** means, in relation to each particular Land Covenant, the Grantee and its successors in title to and any Invitees to the dominant tenement(s) for that particular Land Covenant as set out in **Schedule A** or any part of such land.

**"Covenanting Lots"** means Lots 2-5, 60-66, 108-110, 112, 114, 116, 118-120 and 122-125 (inclusive) on DP 507510, being those areas comprised in computer freehold registers 771099, 771101, 771103, 771105, 771109, 771092, 771093, 771094, 771095, 771096, 771097, 771098, 771110, 771111, 771100, 771107, 771113, 771114, 771115, 771116, 771117, 771118, 771119 and 771102, (all South Auckland registry).

**"Covenantor"** means, in relation to each particular Land Covenant, the Grantor that is the registered proprietor of the servient tenement(s) in respect of that particular Land Covenant as set out in **Schedule A**, and its successors in title and any Invitees to the relevant servient tenement(s) or any part of such land.

**"Design Code"** means the design code attached as **Schedule C**.

**"Developer"** means Omokoroa Developments Limited and where Omokoroa Developments Limited has transferred two (2) or more Lots to any one person and as a consequence of such transfer is no longer the registered proprietor of any of the Lots, includes such transferee.

**"Dwelling"** means a new building which complies with the Design Code and which may be comprised of a room or a group of rooms, used, designed or intended to be used exclusively by one or more persons as a single, independent and separate household.

## Annexure Schedule

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**"Garage"** means a fully enclosed building to garage cars, trailers, boats, caravans and similar vehicles.

**"Initial Term"** means the period of ten (10) years from the date of registration of the transfer instrument giving effect to the sale by the Developer of the final Lot of which they remain the registered proprietor.

**"Invitee"** means any Occupier, or any invitee, visitor or guest of a Covenantor or Covenantee (as applicable), or an Occupier.

**"Land Covenants"** means the covenants created pursuant to this instrument.

**"Landscaping"** means the design, placement and erection of any Permitted Ancillary Building(s) and any other activity that modifies or improves the visual features of the Lot (other than the Dwelling or the Garage if not incorporated into the Dwelling), including hard and soft landscaping, natural and human elements and, by way of example but without limitation, garden design, planting and layout, paving, structures such as screening or fencing and earthworks.

**"Lots"** means each of the Covenanting Lots, and **"Lot"** shall be construed accordingly.

**"Occupier"** means a person or persons occupying a Lot for an extended period of not less than 30 days

**"Omokoroa Views"** means the property known as Omokoroa Views located at Omokoroa in the Western Bay of Plenty, comprising of approximately 11.5709 hectares, and previously comprised in computer freehold registers 517800, 517801, 517802 and 517803.

**"Permitted Ancillary Building"** means any buildings on the Lot, other than the Dwelling or the Garage (if not incorporated into the Dwelling), which are ancillary to the use of the Dwelling and comply with the relevant provisions of the Design Code, including (without limitation), garden sheds and glasshouses.

**"Relevant Authority"** means any public, statutory or otherwise competent body that has planning, regulatory or other jurisdiction over the Lots.

**"Subdivide"** has its natural meaning and shall not be limited to but shall include the meaning ascribed to subdivision of land in section 218(1) of the Resource Management Act 1991 or any other enactment or regulation.

2. **Interpretation:** In this instrument unless the context otherwise requires, or specifically stated otherwise:

- (a) headings are to be ignored in construing this instrument;
- (b) whenever words appear in this instrument that also appear in **Schedule A** then those words shall mean and include the details supplied after them in **Schedule A**;
- (c) the singular includes the plural and vice versa;
- (d) one gender includes the other genders;
- (e) reference to any document includes reference to that document (and, where applicable, any of its provisions) as amended, novated, supplemented, or replaced from time to time;

## Annexure Schedule

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- (f) each schedule forms part of this instrument;
  - (g) if there is any ambiguity or inconsistency between a provision in this instrument and any other document, this instrument shall prevail;
  - (h) a right or power may be exercised from time to time and at any time;
  - (i) reference to a section, clause, sub-clause, schedule or a party is a reference to that section, clause, sub-clause, schedule or party in this instrument;
  - (j) reference to anything of a particular nature following upon a general statement does not derogate from or limit the application of the general statement, unless the particular context requires such derogation or limitation; and
  - (k) "including" and similar words do not imply any limitation.
3. **Covenantor:** The Covenantor hereby covenants and agrees with the Covenantee, as both positive and negative covenants, that the Covenantor and the Covenantor's Invitees (where applicable) will at all times observe and be bound by all the stipulations and restrictions contained in **Schedule B** to the end and intent that such stipulations and restrictions shall forever enure for the benefit of, and be appurtenant to, the Benefiting Lots and Invitees to the Benefiting Lots or any part of such land provided that the Covenantor for the time being hereunder shall only be liable for breaches of this covenant while it is the registered proprietor of a Covenanting Lot.
4. **Covenantee:** The Covenantee hereby covenants and agrees with the Covenantor, as both positive and negative covenants, that the Covenantee and the Covenantee's Invitees (where applicable) will at all times observe all the stipulations and restrictions contained in **Schedule B** to the end and intent that such stipulations and restrictions shall forever enure for the benefit of, and be appurtenant to, the Covenanting Lots and Invitees to the Covenanting Lots or any part of such land provided that each Covenantee for the time being hereunder shall only be liable for breaches of this covenant while it is the registered proprietor of a Benefiting Lot.

## Annexure Schedule

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**SCHEDULE B**

The Covenantor covenants and acknowledges as follows:

**Use of Lots**

1. The Lots shall be used for residential purposes only.
2. No commercial activities of any nature to which the general public are invited shall be conducted on the Lots. This Land Covenant shall not prevent a Dwelling from being leased to Occupiers for residential purposes.
3. The Covenantor must not bring on to, raise, breed or keep any animals or livestock on the Covenantor's Lot other than a maximum of three common domesticated pets (including by way of an example, but without limitation, dogs and cats). The Covenantor must ensure that any domesticated animals on the Lot do not cause any nuisance, disturbance or unreasonable disruption to the Developer, Covenantees or the Covenantee's Occupiers.
4. The Covenantor must not Subdivide the Lot unless the Lot is greater than 800 square metres and without first obtaining the written approval of the Developer.

**Buildings on Lots and Landscaping**

5. No building of any kind, including any tent, shed or other temporary building, improvement or structure of any kind, or any prebuilt, transportable, relocatable or existing building shall be placed on a Lot, other than:
  - (a) one (1) Dwelling per Lot, which must be designed and constructed in accordance with the Design Code;
  - (b) one (1) Garage per Lot if not already incorporated within the Dwelling, which must be designed and constructed in accordance with the Design Code; and
  - (c) one (1) Permitted Ancillary Building per Lot, which must be designed and constructed in accordance with the Design Code; and
  - (d) during construction of a Dwelling, temporary structures necessary for the storage of necessary tools and equipment, which must be removed on the earlier of occupation of or completion of construction of the Dwelling.
6. The design and construction of a Dwelling and Garage (if not already incorporated within the Dwelling) and Permitted Ancillary Building, on a Lot, Alterations to such Dwelling and Garage and Landscaping may only be undertaken in a proper and tradesman-like manner and strictly in accordance with:
  - (a) the Design Code (subject to any specific exemptions consented to by the Developer pursuant to clause 8);
  - (b) an approval issued by the Developer pursuant to clause 7 below;
  - (c) the current district plan and any resource consent issued by the Relevant Authority; and
  - (d) the Building Code and any building consent issued by the Relevant Authority.

## Annexure Schedule

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7. The Covenantor must not obtain any building consent or resource consent, or commence site works, pegging out or preparation works for the construction of a Dwelling, and Garage (if not already incorporated within the Dwelling) on a Lot, Alterations to such Dwelling and Garage and/or Landscaping of a Lot, unless the Covenantor has first:
    - (a) submitted to the Developer a full copy of the plans and specifications for the proposed Dwelling, and Garage, Alterations or Landscaping that the Covenantor proposes to lodge with the Relevant Authority to obtain all other necessary consents for the proposed Dwelling, Garage and Permitted Ancillary Building, Alterations or Landscaping (if consents from the Relevant Authority are not required then the plans and specifications submitted to the Developer must be of sufficient detail to enable the Developer to make the assessments required in subclause (b) below); and
    - (b) obtained the Developer's written approval of those plans, specifications and proposed exterior colour scheme, which approval shall not be unreasonably delayed or withheld provided that:
      - (i) the plans and specifications show that the proposed Dwelling, Garage, Alterations or Landscaping (as applicable) will comply with the Design Code; and
      - (ii) the plans, specifications and exterior colour scheme indicate that the Dwelling, Garage, Alterations or Landscaping (as applicable) conforms to a standard which, in the opinion of the Developer, is desirable, appropriate and fitting for the neighbourhood.
  8. Notwithstanding any other provision of this Land Covenant, the Covenantor and Covenantee agree and acknowledge that the Developer may (in its absolute discretion):
    - (a) withhold approval to any plans, specifications and exterior colour scheme for a proposed Dwelling, Garage, Alterations or Landscaping which in the Developer's opinion is not of a quality or standard or in harmony with the surrounding properties;
    - (b) the Developer may exempt a Covenantor from compliance with any aspect of the Design Code and in such event the Covenantor shall not be obliged to comply with that aspect of the Design Code in respect of the Dwelling, Garage, Alterations or Landscaping for which approval is being sought.
  9. The Covenantor must not deviate from the plans, specifications and exterior colour scheme approved by the Developer pursuant to clause 7 above without the prior written approval of the Developer.
- Construction**
10. The Covenantor shall complete the construction of the Dwelling and Garage (if not incorporated within the Dwelling), the driveway and all fencing and other Landscaping (including the laying of any areas of lawn) and obtain a code compliance certificate in respect of the same within 9 months of the commencement of the foundation work for the Dwelling or Garage (whichever is the earlier).
  11. If the Covenantor commences Alterations, then such Alterations must be completed within 6 months of commencing such works.



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12. During the construction of any Dwelling, Garage, Permitted Ancillary Building, Alterations or Landscaping on the Lot (as applicable), the Covenantor shall have regard to the rights of the Covenantees, the Covenantee's Occupiers and the Developer to quiet enjoyment of their Lots and in so doing, shall:
- (a) take all reasonable steps to ensure at all times that:
    - (i) dust, sand and other debris from the Lot are placed in a container bin situated on the Lot and do not cause a nuisance to the Developer, Covenantees or the Covenantee's Occupiers;
    - (ii) any surplus fill, topsoil, clay or similar that has been excavated for removal from the Lot is removed immediately upon excavation
    - (iii) due allowance is made for adequate current and future drainage of all excess storm water from the Lot;
  - (b) reinstate, replace and be responsible for all costs arising from damage to any other Lots, roads or footpaths caused directly or indirectly by the actions of the Covenantor, its subcontractors or invitees; and
  - (c) not use any temporary structures or other items referred to in subclause 5(d) for the purpose of any permanent or temporary accommodation.

**Appearance and maintenance**

13. The Covenantor must maintain the Lot, the Dwelling, the Garage, any other structures on the Lot, the Landscaping and any road frontage adjoining the Lot in a neat and tidy condition.
14. The Covenantor must maintain any painted or stained exterior surfaces which form part of the Dwelling, the Garage, the Permitted Ancillary Building or the Landscaping, including carrying out re-painting or re-staining as necessary.
15. The Covenantor must not:
- (a) permit any rubbish to accumulate or be placed on the Lot;
  - (b) permit the growth of any noxious weeds or the excessive growth of grass so that the same becomes long and unsightly;
  - (c) erect any signs or hoardings on any Lot other than first one advertisement, sign or hoarding which:
    - (i) advertises the Lot for sale by the Developer or a real estate agent; and/or,
    - (ii) is erected during construction of a dwelling only identifying that Lot for deliveries;
  - (d) erect or allow to remain on the Lot any external clothesline which is highly visible from the road;

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- (e) install or allow to remain on the Lot any letterbox which is not aesthetically sensitive, in terms of design and location, to the Dwelling nor allow the build up of circulars or other mail in the letterbox;
- (f) bring on to or allow to remain on the Lot any caravan, motor-home, boat, recreational, trade or commercial vehicles or trailers, or any other trade equipment, materials or machinery unless garaged or if not garaged then it must not sit in front of the building line of the Dwelling and must be screened from the road.
- (g) regularly locate any caravan, motor-home, boat, recreational, trade or commercial vehicles or trailers, or any other trade equipment, materials or machinery on any street or footpath within the subdivision.

**Developer's Approval**

16. The provisions of this Land Covenant which require the Covenantor to obtain the approval of the Developer, namely clauses 4, 6(b), 7 and 8, shall (insofar as they require the Developer's approval) expire at the conclusion of the Initial Term.

**Default**

17. If the Covenantor breaches or does not observe any of the provisions of this Land Covenant, then the Covenantor will, upon written notice being made by the Developer or any Covenantant:
- (a) remove or cause to be removed from the Lot any Dwelling, Landscaping, or part thereof which has been erected or placed on the Lot in breach or non-observance of this Land Covenant;
  - (b) replace any materials used in breach or non-observance of this Land Covenant, with materials which are permitted in accordance with the Design Code; and
  - (c) remedy any other breach or non-observance of this Land Covenant.
18. If the Covenantor breaches or does not observe any provisions of this Land Covenant and such breach continues 5 working days after the written notice made by the Developer or any Covenantant in accordance with clause 17, then the Covenantor will pay to any party properly making such demand, as liquidated damages, the sum of \$100 per day for every day that such breach or non-observance continues after the date upon which written notice has been made.
19. If the Developer or any Covenantant serves notice or makes demand under clauses 17 or 18, such demand shall be without prejudice to any other liability which the Covenantor may have to any other party having the benefit of this Land Covenant and any other remedies which may be available to those parties, whether at law or in equity.

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**SCHEDULE C****DESIGN CODE**

The provisions of this Design Code shall apply unless the Developer grants a specific exemption pursuant to clause 8 of Schedule B of this Land Covenant.

**Configuration**

1. The floor area of the Dwelling must not be less than 120 square metres over brick (exclusive of Garage, carports, basements, attics, porches, decking and breezeways).
2. Each Dwelling must include (either attached or detached) a two car Garage of not less than 32 square metres, such garaging to be constructed and completed in conjunction with the Dwelling and of the same materials and architectural design as the Dwelling.
3. A Dwelling which includes a two car Garage cannot be a simple rectangle and must have a minimum of four breaks in the plan of a minimum dimension of 2.0 metres each. If the garaging is detached this will equate to one of the breaks in the plan.
4. Lots 9, 10, 11 and 12 are subject to a height restriction covenant. The height restriction will require each site to be excavated to enable a Dwelling to be constructed on the Lot. The proposed excavation plan and retaining wall details are to be approved by the Developer prior to engineering design and excavation works being undertaken.

**Exterior finishes**

5. Exterior wall elements of the Dwelling and Garage are to be clad in one or more of the following materials:
  - (a) kiln fired or concrete brick;
  - (b) stucco textured or solid plaster;
  - (c) stone;
  - (d) painted or stained, linear or timber weatherboards; or
  - (e) flat cladding, concrete block or poured concrete, but only where the surface has been textured at the time of construction in such a manner as to fully cover the base material.
6. The roofing of the Dwelling and Garage is to be clad in one of the following materials:
  - (a) concrete tiles;
  - (b) pressed metal tiles with or without stone chip;
  - (c) metal tray roofing as specifically approved by the Developer;
  - (d) corrugated iron as specifically approved by the Developer; or
  - (e) asphalt shingle stone chip; and

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*Insert instrument type*

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all roofs must be factory pre-painted.

7. Where a Dwelling has a basement, exposed subfloors, framing and/or decks, all such areas shall be enclosed in permanent materials that are in conformity with and architecturally integrated into the main parts of the Dwelling.
8. No external plumbing shall be exposed, other than water taps, down pipes, air vents, heat pumps or similar service requirements.

**Landscaping**

9. Any driveway, vehicle crossing or vehicle access to be constructed on a Lot must consist of a permanent continuous surfacing of asphalt, concrete (including exposed aggregate), concrete block or brick paving.
10. All fencing shall be measured from the finished subdivision ground level and must not be greater than 1.8 metres high.
11. No fence greater than 1.2 metres high shall be erected on the Lot within 5 metres from the front boundary adjoining the roadway unless:
  - (a) it is constructed of the same or similar materials as the exterior wall elements of the Dwelling on the Lot; and
  - (b) It is specifically approved by the Developer in writing.

**Permitted Ancillary Buildings**

12. Any Permitted Ancillary Building on the Lot must be:
  - (a) located at the rear of the Lot (being behind the Dwelling when viewed from the road frontage boundary of the Lot);
  - (b) adequately screened from all roads and any neighbouring properties in Omokoroa Views;
  - (c) constructed of the same materials and architectural design as the Dwelling if greater than 6 square metres in floor area provided that if it is not greater than 6 square metres in floor area then it may be built of either treated timber, pre-painted coloursteel or other materials, which together with the colour schemes, complement the Dwelling on the Lot.

## Consent Form

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

Mortgage

## Consentor

Surname must be underlined or in CAPITALS

## Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage No.)

Bank of New Zealand

Mortgagee under mortgage number 10342673.4

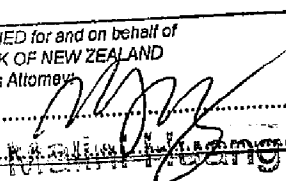
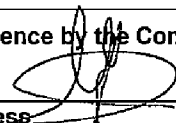
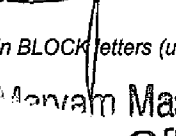
## Consent

Pursuant to section 238(2) of the Land Transfer Act 1952 without prejudice to the rights and powers existing under the interest of the Consentor, the **Consentor hereby consents** to the:

- deposit of plan of subdivision LT 507510, registration of the consent notice and issue of new titles recorded thereon;
- the vesting of Lots 1000 and 1001 DP 507510 as road;
- the registration of the easement instrument granting rights to drain water and sewage, and rights to convey water over areas W, B, C and R on DP 507510 in favour of Western Bay of Plenty District Council;
- the registration of the easement instrument granting rights to convey telecommunications and computer media over areas T and R on DP 507510 in favour of Chorus New Zealand Limited;
- the registration of the easement instrument granting rights to convey electricity over areas T and R on DP 507510 in favour of Powerco Limited;
- the registration of the easement instrument granting rights of way over area R on DP 507510 in favour of Lots 2, 4 and 119 DP 507510; and
- the registration of the easement instrument creating reciprocal land covenants for the purpose of a building scheme for the lots on DP 507510.

Dated this 7th day of June 2017

## Attestation

<p>SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorney</p> 	<p>Signed in my presence by the Consentor</p>  <p>Signature of Witness</p>  <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <u>Manram Masoudi</u></p> <p>Occupation <u>Bank Officer</u></p> <p>Address <u>Auckland</u></p>
<p>Signature of Consentor</p>	



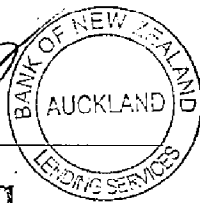
**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

I, **Malini Huang**, Quality Support Lending Fulfilment Officer of  
Auckland, New Zealand, certify:

1. That by deed dated 8 May 2015, Bank of New Zealand, of Level 4,  
80 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the Hamilton registration district of  
Land Information New Zealand as dealing No. 10097085.2
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 07 June 2017

**Malini Huang**



## Consent Form

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

Mortgage

## Consentor

Surname must be underlined or in CAPITALS

## Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage No.)

Omokoroa Investments Limited

Mortgagee under mortgage number 10342673.5

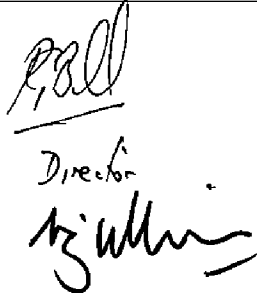

## Consent

Pursuant to section 238(2) of the Land Transfer Act 1952 without prejudice to the rights and powers existing under the interest of the Consentor, the **Consentor hereby consents** to the:

- deposit of plan of subdivision LT 507510, registration of the consent notice and issue of new titles recorded thereon;
- the vesting of Lots 1000 and 1001 DP 507510 as road;
- the registration of the easement instrument granting rights to drain water and sewage, and rights to convey water over areas W, B, C and R on DP 507510 in favour of Western Bay of Plenty District Council;
- the registration of the easement instrument granting rights to convey telecommunications and computer media over areas T and R on DP 507510 in favour of Chorus New Zealand Limited;
- the registration of the easement instrument granting rights to convey electricity over areas T and R on DP 507510 in favour of Powerco Limited;
- the registration of the easement instrument granting rights of way over area R on DP 507510 in favour of Lots 2, 4 and 119 DP 507510; and
- the registration of the easement instrument creating reciprocal land covenants for the purpose of a building scheme for the lots on DP 507510.

Dated this 7<sup>th</sup> day of June 2017

## Attestation

 Director	<b>Signed in my presence by the Consentor</b> 
	<b>Signature of Witness</b> Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b> <b>Occupation</b> Dan Brown Chartered Accountant <b>Address</b> CapitalGroup Limited
<b>Signature of Consentor</b>	

**Consent Form**

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

Mortgage

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage No.)

CapitalGroup (Omokoroa) Limited

Mortgagee under mortgage number 10342673.6

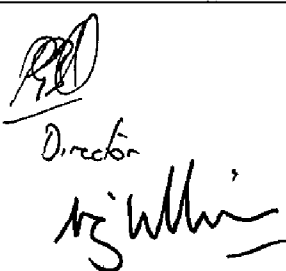

**Consent**

Pursuant to section 238(2) of the Land Transfer Act 1952 without prejudice to the rights and powers existing under the interest of the Consentor, the **Consentor hereby consents** to the:

- deposit of plan of subdivision LT 507510, registration of the consent notice and issue of new titles recorded thereon;
- the vesting of Lots 1000 and 1001 DP 507510 as road;
- the registration of the easement instrument granting rights to drain water and sewage, and rights to convey water over areas W, B, C and R on DP 507510 in favour of Western Bay of Plenty District Council;
- the registration of the easement instrument granting rights to convey telecommunications and computer media over areas T and R on DP 507510 in favour of Chorus New Zealand Limited;
- the registration of the easement instrument granting rights to convey electricity over areas T and R on DP 507510 in favour of Powerco Limited;
- the registration of the easement instrument granting rights of way over area R on DP 507510 in favour of Lots 2, 4 and 119 DP 507510; and
- the registration of the easement instrument creating reciprocal land covenants for the purpose of a building scheme for the lots on DP 507510.

Dated this 2<sup>nd</sup> day of June 2017

**Attestation**

 <p>Director</p>	<p><b>Signed in my presence by the Consentor</b></p>  <p><b>Signature of Witness</b></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p><b>Witness name</b> Dan Brown</p> <p><b>Occupation</b> Chartered Accountant</p> <p><b>Address</b> CapitalGroup Limited</p>
<p><b>Signature of Consentor</b></p>	



## Consent Form

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

Encumbrance

## Consentor

Surname must be underlined or in CAPITALS

## Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage No.)

Western Bay of Plenty District Council

Encumbrance under encumbrance number  
8601808.1

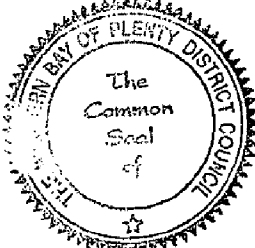

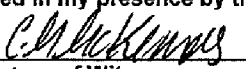
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- the vesting of Lots 1000 and 1001 DP 507510 as road;
- the registration of the easement instrument granting rights to convey telecommunications and computer media over areas T and R on DP 507510 in favour of Chorus New Zealand Limited;
- the registration of the easement instrument granting rights to convey electricity over areas T and R on DP 507510 in favour of Powerco Limited; and
- the registration of the easement instrument creating reciprocal land covenants for the purpose of a building scheme for the lots on DP 507510.

Dated this 15 day of June 2017

## Attestation

  Signature of Consentor	Signed in my presence by the Consentor  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Catherine McKerras Occupation Executive Assistant Address Tauranga