

View Instrument Details



Instrument No 10834188.6
Status Registered
Date & Time Lodged 17 November 2017 11:41
Lodged By Campbell, Helen Margaret
Instrument Type Easement Instrument



Affected Computer Registers	Land District
788612	South Auckland
788613	South Auckland
794327	South Auckland

Annexure Schedule: Contains 16 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 ☒
- I certify that the Mortgagee under Mortgage 8548080.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Carolyn Ann Cameron as Grantor Representative on 17/11/2017 09:23 AM

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 ☒
- 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 Carolyn Ann Cameron as Grantee Representative on 17/11/2017 09:23 AM

*** 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

FAIRVIEW ESTATE LIMITED

Grantee

FAIRVIEW ESTATE 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
Land Covenants		788612 788613	794327

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 specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby **[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 _____]

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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

Approved by Registrar-General of Land under No. 2002/5032
Annexure Schedule 2

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

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Continuation of "Easement or Profit a Prendre Rights and Powers (including terms, covenants and conditions)":

1.

Land Covenants
- 1.1

The Grantee is registered proprietor of various parcels of land that now and in the future will comprise the Fairview Estate including the Country Club and Country Club Facilities and intends to continue to subdivide the same in order to complete the Development. To achieve this, the Grantor hereby covenants with the Grantee, as registered proprietors, as set out below and hereby requests that such covenants be noted against the titles having the burden of these Covenants.
- 1.2

These Covenants shall:

(a)

be for the benefit of and appurtenant to each of the Lots of the Subdivision that are in future subdivided off the Benefitting Lot; and

(b)

the owner for the time being of the Benefitting Lot may enforce the observance of the Covenants against the owner for the time being of the Covenanting Lots.
2.

Definitions
- 2.1

For the purposes of these Covenants:

"Approved Plans and Specifications"

the plans and specifications for the Building Works approved by the Grantee pursuant to clause 11.

"Benefitting Lot"

Lot 100 DP 512320 Identifier 794327.

"Building Works"

the carrying out and completion of the construction of the dwelling and ancillary buildings (if any) on the Covenanting Lots together with all fencing and landscaping and the issue of a code completion certificate under the Building Act 2004 for the Building Works.

"Country Club"

the Fairview Country Club as operated by the Society.

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"Country Club Facilities"	the Country Club Facilities available for the use and enjoyment of the Society and its members from time to time pursuant to the Agreement for Use of the Facilities including exclusive use of tennis courts, barbeque area, petanque court, health studio, pool house and the non-exclusive use of the café/restaurant, members bar, golf shop, changing rooms, outdoor fireplace, children's playground and all other parts of the clubhouse building located on the Clubhouse Land, but excluding the kitchen and service areas and the clubroom/manager's office.
"Covenanting Lots"	Lots 4 DP 512320 Identifier 788612 and Lot 5 DP 512320 Identifier 788613.
"Development"	the Fairview Estate development off Sharp Road, Katikati being the residential areas, golf course and Country Club Facilities.
"District Plan"	the operative District Plan of the Relevant Authority".
"Fairview Estate"	the land described on Deposited Plans 328729, 498984 and 512320 (South Auckland Land Registration District) and any further subdivisions of such land
"Pet"	any domestic cat or dog other than those dogs not permitted by the terms of these Covenants and excluding animals such as (but not limited to) chickens, lambs, pigs or other non-domestic animals including mustelids and rabbits.
Relevant Authority"	any Government, local, statutory or non-statutory authority or body having jurisdiction over the Development.
"Vehicle"	any passenger vehicles, motorbikes, trucks, motorhomes, caravans, boats, trailers, golf carts or other vehicles.

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REF: 7025-AUCKLAND DISTRICT LAW SOCIETY

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The following provisions shall apply in the construction and interpretation of this instrument (unless the context otherwise requires):

- (a) the headings are for convenience only and shall not affect the interpretations of this instrument;
- (b) words importing the singular number include the plural and vice versa and the masculine gender includes the feminine and neuter genders and vice versa.

3. Land Covenants to Enure

The Grantor for itself and its successors in title to the Covenantee Lots covenants and agrees with the Grantee for the benefit of the Benefitting Lot and also separately with the registered proprietors from time to time of the Benefitting Lot and in respect of residential lots subsequently subdivided from the Benefitting Lot to always observe and perform all the agreements, stipulations and restrictions set out in the Covenants to the intent that they shall forever enure to benefit the Benefitting Lot and residential lots subdivided from the Benefitting Lot.

GRANTOR'S COVENANTS

4. No Commercial Use

- 4.1 The Grantor will not use any part of the Covenantee Lots, or permit the same to be used, for any trading or commercial purpose, unless that purpose is a permitted activity under the relevant district plan and the Grantor complies in all respects with the requirements of any Relevant Authority.

5. No Subdivision

- 5.1 The Grantor will not subdivide the Covenantee Lots further in order to create any additional lot or lots, whether by fee simple title, unit title, cross-lease title or otherwise.

6. Single Dwelling with Minimum Closed In Floor Area

- 6.1 The Grantor will not erect or place or permit to be erected or placed on any Covenantee Lot any dwelling other than a single dwelling with a minimum closed-in floor area of 250 square metres (including any closed-in lock up garage and any verandah, patio or other decking structure) and such dwelling and associated works shall only be constructed in the building area and in accordance with the terms of these Covenants.

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Continuation of "Easement or Profit a Prendre Rights and Powers (including terms, covenants and conditions)":

7. No Temporary or Relocated Buildings

- 7.1 The Grantor will not erect or place or permit to be erected or placed on the Covenantee Lots a second-hand or relocated building or any motorhome, caravan, transportable home, hut, shed, tent or vehicle to be used as a dwelling or temporary dwelling.

8. Garaging

- 8.1 The Grantor will not erect or place or permit to be erected or placed on the Covenantee Lots any detached, semi-detached or open garaging or carport for vehicles.
- 8.2 The Grantor will not park or permit any invitee, visitor or other occupier of any Covenantee Lot to park any vehicle on any driveway, front lawn, footpath or road within the Development. For the avoidance of doubt, this provision shall not restrict any short-term parking on any driveway or road within the Development by a visitor or invitee of the Grantor for short periods of time.
- 8.3 The Grantor will not park boats, trailers, caravans, golf carts on the Covenantee Lots unless garaged.

9. Mechanical Repairs

- 9.1 The Grantor will not carry out nor permit any invitee, visitor or other occupier to undertake any mechanical repairs to any vehicle on any driveway, front lawn, footpath or road within the Development.

10. Construction Period

- 10.1 The Grantor warrants and agrees that:
- (a) they will commence construction of the Building Works within 12 months of the date they become registered as owner of a Covenantee Lot where the Grantee is not also the Grantor ("Construction Commencement Date");
 - (b) construction of the Building Works will be continuous and they will complete construction of the Building Works within 12 months of the Construction Commencement Date ("Completion Date");
 - (c) if the Building Works have not commenced by the Construction Commencement Date and/or have not been completed by the Completion Date then liquidated damages will be due and payable on demand by the Grantee.
 - (d) the pre-agreed estimated liquidated damages that will be payable by the Grantor pursuant to clause (c) above will be \$100 per day for each and every day for the period from:

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- (i) the Construction Commencement Date until the Building Works have commenced; and
- (ii) the Completion Date until the date the actual Building Works have been completed.

11. Approved Plans and Specifications

11.1 Prior to commencing construction of any Building Works or any addition or modification to the exterior of any dwelling or building or the replacement of any materials or the redecoration of the exterior of any dwelling or building on the Covenanted Lots, the Grantor shall submit full plans and specifications (including a landscaping plan) to the Grantee for approval which approval shall not be unreasonably withheld provided that the proposed Building Works or addition, modification, replacement of materials or redecoration is in keeping with the overall quality and appearance of the Development and otherwise with the Covenants. In giving any approval, the Grantee may impose conditions relating to the Building Works or other works including, but not limited to, imposing restrictions on working hours, noise levels, rubbish accumulation, delivery and carparking restrictions and ensuring that all Building Works are appropriate and adequately insured.

12. Approved Contractors

12.1 The Grantor shall ensure that any contractors, sub-contractors or tradesmen employed in the construction, replacement, renovation or other significant improvement of or to any dwelling or building on the Covenanted Lots and any other aspect of the Building Works are suitably qualified for the Building Works being undertaken and are made aware of and shall abide by any conditions associated with the Covenanted Lot set out by the Grantee pursuant to clause 11.1.

13. Construction

13.1 The Grantor will not erect or place or permit to be erected or placed on the Covenanted Lots any Building Works which:

- (a) does not comply with all applicable requirements of the Relevant Authority and have appropriate consents issued;
- (b) is less than 1.5 metres from any boundary of the Covenanted Lots;

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(c) exceeds the height to boundary ratio, which is calculated by reference to lines starting at the points 2 metres above ground level at each boundary of the Covenanted Lots and continuing upwards at a 45 degree angle, provided that the maximum height of any part of the dwelling shall not be more than 7 metres; and

(d) does not comply with the terms of the Covenants.

14. Removal of Soil

14.1 The Grantor will not remove, or cause to be removed, any soil from the Covenanted Lots except as may be necessary to complete construction of a dwelling on the Covenanted Lots. Any soil removed during construction shall be appropriately taken away from the Covenanted Lots and any roads and footpaths in the Development cleaned up afterwards.

15. Building Materials and Controls**15.1 Roofs, Flashings etc.**

- (a) roofs to be of a 'hip' type or 'gable' type construction with a pitch between 20° – 35°;
- (b) roof claddings are limited to one finish selected from – metal roof tiles, traditional type concrete roof tiles or long run metal roofing in either a terracotta or grey colour;
- (c) flat roofs are permitted but shall not exceed 20% of the total roof area. Flat roofs are to generally sit below the gutter line of the main roof and shall be covered in an approved membrane of a colour consistent with the main roof colour;
- (d) lean-to-structures are permitted at the discretion of the Grantee and shall have a minimum roof pitch of 15° and a maximum pitch of 35°;
- (e) all down pipes and gutters are to be powder coated galvanised steel in a colour matching either the roof or the external wall cladding;
- (f) all roof flashing and penetrations shall be in a colour and material consistent with the roof. Penetrations are to be avoided where possible (i.e. vented out walls instead);
- (g) no plant or equipment is permitted to be positioned on the roof except for TV aerials and sky dishes which are to be placed as discretely as possible from the road and/or golf course;

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(h) solar panels are permitted at the discretion of the Grantee. They must be designed and integrated into the structure to be as flush and unobtrusive as possible, in colours that match the roof, and on a roof slope(s) that has minimal views and glare from neighbouring properties and the golf course; and

(i) where skylights are contemplated the architect shall ensure that the flashing kits do not protrude above the roof plane unnecessarily.

15.2 Single Level

Notwithstanding anything else in the Covenants, any dwelling, building or ancillary structure constructed on the Covenanted Lots is to be single level only.

15.3 External Walls

(a) all external above ground cladding materials shall be limited to painted plaster on brick in an approved colour;

(b) timber/linea weatherboards painted in an approved colour or other finishes can be used, subject to approval by the Grantee, but shall be limited to feature walls; and

(c) bargeboards and fascia's are to be painted in an approved colour.

15.4 Doors, Joinery and Windows

(a) joinery finishes shall be in powder coated aluminium or anodised aluminium in an approved colour;

(b) all windows are to be double-glazed and any windows in line with the golf course must be in toughened glass;

(c) only clear glass is permitted except where bathroom windows are required to be in opaque or frosted glass. No tinted or mirrored glass is permitted; and

(d) garage doors shall be in colour steel, timber and in either paint or cedar finished to complement the dwelling colour scheme.

15.5 Driveways, Access Ways, Patios and Paving

All driveways, access ways, patios and paving shall be constructed with permanent surfacing materials such as, concrete, asphalt or similar.

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Continuation of "Easement or *Profit a Prendre* Rights and Powers (including terms, covenants and conditions)":

15.6 Exterior Lighting

Exterior lighting shall be restricted to down lighting and for the purpose of lighting private areas.

15.7 Projections, Chimneys etc.

- (a) all roof projections including chimneys, flues and vents shall be compatible in height and material with the structure from which they project. Chimneys, where they are deemed to be a strong design feature, may exceed the height control by up to maximum of 1.5 metres;
- (b) chimneys are to be square or rectangular in profile. Protruding flues are to be capped and or screened;
- (c) all structures are to be designed as integral parts or extensions of the main building in terms of materials and colours, even if physically separated from it; and
- (d) pergolas are to be of a scale and proportioned to suit the dwelling.

15.8 Air Conditioning

Air-conditioning units must be designed as an integral part of the dwelling and screened acoustically and visually.

15.9 Outdoor Fires

Outdoor fires and open fires shall be permitted at the discretion of the Grantee and subject to any Relevant Authority rules or by-laws and the requirements of the District Plan.

15.10 Landscaping

The Grantor will, on completion of the dwelling, landscape the Covenanted Lots substantially in accordance with the landscaping plan approved by the Grantee as part of the Approved Plans and Specifications

15.11 Fencing

The Grantor will not erect or place, or permit to be erected or placed, any fencing or boundary wall:

- (a) comprised of materials other than:
 - (i) plastered concrete, lightweight concrete blocks;

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- (ii) plastered concrete, lightweight concrete or blocks; or
- (iii) hedging, which must be maintained in accordance with the Covenants; or
- (iv) stone (colour and material to be approved); or
- (v) timber screens provided that when placed or erected on the boundary they shall be no longer than 4m in length and not exceed more than 25% in total of the length of the boundary. The timber screens shall be in an approved pattern and style and be stained.

- (b) exceeding 1.8 metres in height.

Provided that, where a Covenanted Lot shares a common boundary with the golf course the fence or screen shall:

- (a) not exceed 1.2 metres in height;
- (b) be 50% visually permeable (as defined in the District Plan); and
- (c) be set 1 metre back from the golf course boundary with landscaping planted in front.

15.12 Washing Lines

The Grantor will not erect place, or permit to be erected or placed, on the Covenanted Lots any clothes or washing line or lines that would be visible from the road, any right of way, access way, pathway, golf course or other properties in the Development.

15.13 Signs and Advertising

The Grantor will not:

- (a) permit any sign or hoarding (for advertising, political or otherwise) to be erected on the Covenanted Lots except temporary signage related to the marketing of the Covenanted Lots at the time of sale; nor
- (b) display more than one "For Sale" sign.

15.14 Pets

The Grantor shall not allow any Pet brought onto or kept on the Covenanted Lots to cause a nuisance to any registered proprietor or occupant of Fairview Estate or the Development and the Benefitting Lot. Without limiting the generality of this covenant, the Grantor shall ensure that:

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- (a) when a Pet is outside the boundary of the Covenantee Lots, the Pet shall be under proper control and supervision and, for this purpose, all dogs must be on a leash;
- (b) all Pets waste must be immediately picked up and properly disposed of;
- (c) all Pets are to be maintained in a healthy and clean condition and all laws and regulations relating to the keeping of such animals are complied with;
- (d) no dangerous dog which in whole or in part, resembles any of the following types or breeds, Pit Bull Terrier, Rottweiler or Doberman Pinscher shall be kept within the Covenantee Lots or permitted in the Development; and
- (e) no animal shall be brought onto or kept on the Covenantee Lots other than a Pet.

16. Site Management and Construction Controls

16.1 During Construction of the dwelling and the completion of the Building Works it will be the responsibility of the Grantor to ensure builders, subcontractors, workmen and supplies comply with the following to ensure compliance with the design guidelines and to minimise disturbance to other residents within the Development:

- (a) access to the Covenantee Lots must be via the existing roading. At no time shall access be allowed through the golf course or any other reserve or open space in the Development. The Grantor shall ensure where possible, that small delivery trucks are used. Where deliveries are made by larger trucks, that require greater turning distances that are available within the residential areas, then contractors shall arrange for goods to be first de-cantered onto smaller trucks and then delivered to site. The Grantor shall be responsible to ensure that the contractor will immediately repair any damage caused by trucks inappropriately brought on to the Development;
- (b) all trade vehicles are to be parked on the Covenantee Lot or in such other positions as agreed by the Grantee or agreed by a neighbouring lot owner. Trade vehicles are not be parked on the roads, footpaths, grass berms or the golf course or any other reserve or open space in the Development;
- (c) temporary buildings associated with construction and the Building Works are permitted but must be in a tidy condition and located on the Covenantee Lot;
- (d) the dwelling will be constructed on site. No kitset, pre-built transportable or relocatable house, caravan, shed or garage may be erected or permitted for permanent or temporary accommodation on any Covenantee Lot;
- (e) only one construction sign no large than 900 x 600 mm is permitted on each Covenantee Lot. The sign must be fixed and is permitted only within the Covenantee Lot boundaries;

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- (f) hours of work on site are restricted to 7:00 am to 7:00 pm Monday to Friday and 8:00 am to 5:30 pm on Saturday. Under no circumstances should there be any construction noise emanating from the Covenanting Lots after 5:30 pm and no work is permitted on Sundays;
- (g) all care is to be taken to keep noise levels to a minimum. Contractors are not permitted to have radios or music playing loudly on the Covenanting Lots;
- (h) Grantors shall ensure that all contractors on site have on up to date Health & Safety policy and adhere to site safety standards at all times;
- (i) all dwelling and associated buildings and Building Works must be constructed in accordance with the Building Act 2004 and Building Code and must be built in a good and tradesmanlike manner. All construction must be carried out under the direct supervision of a Certified Builder or such other contractor as approved by the Grantee;
- (j) at all times during construction and completion of the Building Works:
 - (i) no building materials or waste may be placed on any adjoining lot, any other part of the Development, or the golf course, or any other reserve or open space;
 - (ii) all contractors engaged to carry out Building Works must carry full contract insurance and public liability cover for an amount deemed adequate by the Grantee; and
 - (iii) the Grantee reserves the right to enter on to any Covenanting Lot for the purpose of inspecting the dwelling and Building Works to ensure that design and building standards and site maintenance requirements are observed.
- (k) no builder's waste or rubbish may be allowed to accumulate on the Covenanting Lots. A refuse skip must be used during construction. Windblown material is to be promptly retrieved;
- (l) all building materials and equipment brought onto the Covenanting Lots during construction must be contained within the perimeter of the Covenanting Lots;
- (m) contractors and sub-contractors are not permitted to have dogs or pets on the Covenanting Lots or within the Development;
- (n) grass and other groundcover on the Covenanting Lots will be maintained so as not to exceed 100mm in height; and
- (o) contractors and sub-contractors are not permitted to have rubbish fires on the Covenanting Lots or within the Development.

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17.1 The Grantor will not use, occupy or move into the dwelling or any building erected on the Covenanted Lots until such time as:

- (a) the Building Works have been substantially completed in accordance with the terms of the Approved Plans and Specifications, the requirements of the Relevant Authority and the terms of the Covenants;
- (b) a code of compliance certificate is issued in accordance with Building Act 2004 (or subsequent Act);
- (c) the exterior of the dwelling or building has been fully completed and (where appropriate) painted or stained;
- (d) all driveways, access ways and pathways have been completed; and
- (e) the landscaping has been completed substantially in accordance with the landscaping plan.

18. Maintenance

18.1 The Grantor shall keep the Covenanted Lots and all improvements (including all fences) in a well-maintained and attractive condition, and the Grantor shall not permit the accumulation of unsightly rubbish or materials or in any other way permit the appearance of the Covenanted Lot to detract from the general standards of the Development. Without limiting the generality of the foregoing, the Grantor shall arrange for regular watering, fertilising and cutting of grass areas, watering, fertilising and pruning of all trees, removal of weeds and rubbish, and the repair and maintenance of all buildings, driveways, footpaths and landscaping features, upon or associated with the Covenanted Lots.

19. Liability for Damage

19.1 In the event that the Grantor or any contractor, agent, employee or invitee of the Grantor, causes any damage to the road, footpath, access way, kerb, golf course or other structure or improvement within the Development, the Grantor shall make good the damage at its cost. If the Grantor fails to make good the damage within a reasonable time, the Grantee may rectify the damage and recover any costs in doing so from the Grantor.

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20. Grantee Approval

- 20.1 The Grantee may, in its absolute and unfettered discretion, give written approval to the plans and specification submitted for the Building Works if in the sole opinion of the Grantee, such approval would not detract from the overall quality and appearance of the Development ("Grantee Approval").
- 20.2 The Grantor acknowledges and agrees that it shall have no right or claim whatsoever against the Grantee (or nominee or assignee) for the provision of Grantee Approval under the Covenants.
- 20.3 The Grantee may, at any time, nominate any other person or persons to exercise discretion given under this instrument as to whether or not to give Grantee Approval.
- 20.4 Grantee Approval given in any circumstances shall not serve as a precedent, or bind the Grantee, in any manner with respect to any future application for Grantee Approval by the Grantor or any other party.

21. No Objection

- 21.1 The Grantor will not:
- (a) make or lodge;
 - (b) be a party to or procure; or
 - (c) finance or contribute to the cost of,
- any submission, application or proceeding (whether under the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrain subdivision and/or development on the golf course and clubhouse area or any other aspect of the Development of the Fairview Estate.

22. Breach of Covenants

- 22.1 If there should be any breach or non-observance on the Grantor's part of any of the Covenants and without prejudice to any other liability which the Grantor may have to the Grantee and person or persons having the benefit of the Covenants ("Benefitting Party") the Grantor will upon written demand being made by the Benefitting Party:
- (a) pay to the Benefitting Party as liquidated damages the sum of \$100 for each day that the breach continues; and/or

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.

Approved by Registrar-General of Land under No. 2002/5032
Annexure Schedule 2

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

Easement

Dated

of

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- (b) upon receiving reasonable notice from the Benefitting Party remedy any breach if capable of remedy on terms and conditions imposed by the Benefitting Party which may involve being required to remove any structure or building material which breaches the terms of the Covenants; and/or
- (c) allow the Benefitting Party the right to lodge a caveat against the title to the Covenanting Lot in breach to protect the sum of any unpaid debt owing to the Benefitting Party on the basis that any unpaid debt shall be deemed to constitute a contractual charge over the Covenanting Lot owing to the Benefitting Party until such time that any debt is fully discharged or otherwise satisfied.

21.2 All expenses and costs incurred in enforcing the Covenants, shall constitute a debt due that all shall be a charge against the Covenanting Lot and shall be recoverable as liquidated damages.

23. Indemnity

22.1 The Grantor will at all times indemnify and keep the Grantee and the registered proprietors of the Benefitting Lot indemnified from all losses, costs, claims and demands including from any fines or penalties involved as a result of any statutory breach by the Grantor in respect of any breach or non-observance by the Grantor of the Covenants.

24. No Contribution to Fencing

23.1 The Grantor will not call upon the Grantee to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Covenanting Lots and any adjoining land of the Grantee and/or the registered proprietors of the Benefitting Lot and provided further that this covenant will enure for the benefit of the registered proprietor from time to time of the golf course adjoining the Covenanting Lots.

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