

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

200916229EF

APPROVED

Registrar-General of Land

**Grantor**

WFH PROPERTIES LIMITED

**Grantee**

WFH PROPERTIES LIMITED

**Grant of Easement or *Profit a 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) a 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
<b>Land Covenant</b>	<b>See attached Annexure Schedule</b>	<b>See attached Annexure Schedule</b>	<b>See attached Annexure Schedule</b>

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

**Easements or *profits a 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 **[substituted]** by:

~~[Memorandum number \_\_\_\_\_, register 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 15-5A of the Land Transfer Act 1952]~~

[Annexure Schedule \_\_\_\_\_ ]

REF: 7203 - A UCKLAND DISTRICT LAW SOCIETY INC.

## ANNEXURE SCHEDULE 2

The Grantee when registered proprietor of the land formerly contained in Unique Identifier 627824 subdivided the land into lots in the manner shown and defined on Deposited Plan 472234 (hereinafter referred to as the “the plan”).

**WHEREAS** it is the Grantee’s intention to create a high quality subdivision. To enable this to occur it is the Grantors intention to create for the benefit of the land set out in Schedule C (hereinafter referred to as the “Dominant Lots”) the land covenant set out in Schedule B over the land set out in Schedule A (hereinafter referred to as the “Servient Lots”)

**AND** so as to bind the Servient Lots and for the benefit of the respective Dominant Lots the Grantor **DOTH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule B hereto so that the covenant runs with the Servient Lots set out in Schedule A for the benefit of each of the respective Dominant Lots as described in Schedule C.

### SCHEDULE “A”

<b>Lot No.</b>	<b>Certificate of Title</b>	<b>Lot No</b>	<b>Certificate of Title</b>
53	643493	54	643494
62	643495	63	643496
64	643497	65	643498
66	643499	67	643500
68	643501	69	643502
70	643503	71	643504
72	643505	73	643506
74	643507	75	643508
76	643509	77	643510
78	643511	79	643512
80	643513	81	643514
82	643515	83	643516
84	643517	85	643518
86	643519	87	643520
88	643521	89	643522
90	643523	91	643524
92	643525	93	643526
94	643527	95	643528
96	643529	97	643530
98	643531	104	643532
105	643533	103	643534
107	643535	108	643536
109	643537	110	643538
111	643539	112	643540

### SCHEDULE “B”

1. The Grantor shall not erect on the land:
  - 1.1. any dwelling, building, structure or fence or landscaping:

- (i) that has not had the sketch plans for same approved by WFH Properties Limited or its appointed agent prior to submission of final plans, specifications and finish.
  - (ii) that has the same plan, building shape and materials as any other dwelling within 250 metres of the land.
  - (iii) unless the final plans, specifications and finish have been approved by WFH Properties Limited or its appointed agent provided approval to such plans and specifications shall be deemed to have been given in respect of any building which has been erected and occupied for a period of five (5) years or more without the Grantee objecting to same.
- 1.2. anything other than a single private dwelling house (including a double garage) with ancillary buildings/structures having a gross floor area, exclusive of verandahs, patios, and outbuildings, of at least 196 m<sup>2</sup>.
  - 1.3. any dwelling or other building which does not satisfy the construction and material requirements set out in Clause 2;
  - 1.4. on any lot being 450m<sup>2</sup> or greater, any building or structure within 3 metres of any boundary adjoining a road except for a side fence or a retaining wall permitted pursuant to clauses 5.6(a) or 5.6(d)(i);
  - 1.5. any building that does not comply with the District Plan side yard set back rules unless a resource consent permitting the non-compliance with the District Plan side yard set back rules as been granted by Auckland Council.
2. Unless WFH Properties Limited or its appointed agent in its full and unfettered written discretion permits a variation or waiver of this Clause 2, the Grantor shall not erect or place on the land any building, dwelling, carport, garage or other structure:
    - 2.1. unless all roofs are sheathed in either pre-coated metal tiles, chip-coated metal tiles, concrete tiles, clay tiles, asphalt shingles or glass fibre shingles, or Colorsteel® long run roofing products, provided that if concrete tiles are used they may not be red or orange in colour;
    - 2.2. unless exterior walls are sheathed in brick or textured plaster or stone or glass or timber weatherboards or Linea Board or any combination of those materials;
    - 2.3. having fibrous cement products used for exterior finish other than for soffit lining or backing for textured plaster finish.
  3. The Grantor shall not erect on the land any temporary building or structure whether purpose built or previously erected on other land except as may be necessary during the construction of the permanent buildings provided that all temporary buildings or structures will be removed from the land upon completion of the permanent buildings.
  4. The Grantor shall not subdivide the land. Subdivide shall have the meaning "subdivide land" set out in Section 218 of the Resource Management Act 1991.
  5. The Grantor shall not permit or suffer on the land;
    - 5.1. unpainted sheds or unpainted garages;
    - 5.2. any garden shed that is visible from any road, jointly owned accessway lot or Reserve;

- 5.3. any buildings in the course of construction to be left without substantial work being carried out on them for a period of two or more months;
  - 5.4. any rubbish including garden or household waste to accumulate or be placed upon the land or permit any excessive growth of grass so that it exceeds 100 mm in height or otherwise becomes unsightly;
  - 5.5. any removal of soil from the land except as shall be necessary for the construction of the dwelling and ancillary buildings;
  - 5.6. the erection of any fence and/or wall on the land:
    - (a) on or within 5 metres of a road boundary if that wall is a timber retaining wall unless WFH Properties Limited or its appointed agent has, in its sole discretion, approved the erection of a timber retaining wall within 5 metres of a road boundary;
    - (b) on any boundary which bounds on a Reserve unless that fence is a black pool fence style MF1013 with fence detail by Auckland Fencing and Auto Gates, such detail as at the date of the registration of this Easement or such other fence which WFH Properties Limited or its appointed agent, in its sole discretion, shall approve (an approved fence);
    - (d)
      - (i) On or within 3 metres of a road boundary, unless that fence is an approved fence of no more than 1 metre high on a side boundary or is a retaining wall that is not made from timber;
      - (ii) On the balance of the land a fence which exceeds 1.8 metres measured from the original ground level of the land.
    - (e) with the exception of an approved fence any fence or wall using second hand materials and/or using corrugated or metal products.
    - (f) any fence or wall visible from any road, jointly owned accessway lot or Reserve unless it complies with this Clause 5.6 in all respects.
  - 5.7. any bus, caravan, trailer or similar that is parked on anything other than a hardstand area;
  - 5.8. any sign larger than 900mm by 600mm where such sign is visible from any road or jointly owned accessway lot or Reserve unless WFH Properties Limited or its appointed agent, in its sole and unfettered discretion, shall permit a larger sign. Such permission must be in writing and must be obtained before a larger sign is erected;
  - 5.9. any satellite dish over 1 metre in diameter that is visible from any road or jointly owned accessway lot or Reserve.
6. The Grantor shall:
- 6.1. only use any buildings on the land as a residence or other permitted activity authorised under the Auckland Council District Plan after buildings have been substantially completed in accordance with the terms of this covenant and the requirements of the local authority;
  - 6.2. complete the landscaping of the land in accordance with plans pre-approved by WFH Properties Limited or its appointed agent prior to using any buildings on the

land as a residence or other permitted activity by providing lawns and/or paving, trees, shrubs and flowers;

6.3. ensure that upon completion of any building on the land and prior to use of any building as a residence or other permitted activity:

(a) any concrete on the footpath, kerb or driveway is reinstated to the following specifications (all per cubic metre);

13mm C/Agg Hunua W/Agg	940kg
Pap7 Hunua W/Agg	588kg
Helensville sand – Winstones	375kg
General purpose G/Bay cement	245kg
Water	167 litres
Micro Air 940-MBT	100ml
Pozzoloth 370-MBT	0.74litres
Air Content	5.0%
Density	2297kg/m <sup>3</sup>
Yield	1.008
W/C Ratio	0.68

(b) ensure that any kerb entrance crossing shall be reinstated to the original saw cuts and kerb detail as per Auckland Council specifications;

6.4. at all times comply with any plans, conditions, consents or similar imposed on it by any local or regional authority.

7. WFH Properties Limited or its appointed agent reserves the right at any time to waive or vary any of these covenants and if called upon to do so the Grantor will sign any documentation required to give effect to this waiver and/or variation.

8. The Grantor shall not oppose, frustrate, object to, nor take any action or encourage others to oppose, frustrate, object or take any action that might, in any way, prevent or hinder WFH Properties Limited and/or the Local Authority from progressing or completing the Millwater subdivision. This covenant extends to and includes (but is not limited to) development planning, zone changes, resource consents, Consent Authority or Environment Court Applications, Building Consent matters, any other consents, earthworks, developments and general works. The benefit of this covenant applies to any adjoining or neighbouring properties now or hereafter owned by WFH Properties Limited.

9. WFH Properties Limited shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the land and any contiguous land of WFH Properties Limited but this provision shall not enure for the benefit of any subsequent purchaser or proprietor of the contiguous land.

10. If there be any breach or non-observance of any of these covenants:

(a) there shall be no obligation on WFH Properties Limited to take any steps to enforce these covenants.

(b) if there is more than one Grantor for any Servient Lot the liability of the Grantors for the Servient Lot shall be joint and several.

(c) the Grantor in breach shall rectify any breach.

11. In the event of any dispute which cannot be resolved by agreement between the Grantor and the Grantee as to any matter relating to the abovementioned restrictive covenants, the same shall be resolved by arbitration under the provisions of the Arbitration Act 1996

or any Act passed in substitution or amendment thereof by a single arbitrator appointed for that purpose by the nominee of the President of the New Zealand Law Society and the decision of that arbitrator shall be final and binding on the Parties

**SCHEDULE "C"**

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