View Instrument Details

Instrument No	8581297.2
Status	Registered
Date & Time Lodged	17 February 2011 10:51
Lodged By	Shepherd, Andrea Jane
Instrument Type	Easement Instrument

Affected Computer Registers	Land District
517272	North Auckland
524294	North Auckland
524295	North Auckland
524296	North Auckland
524297	North Auckland
524298	North Auckland
524299	North Auckland
524300	North Auckland
524301	North Auckland
524302	North Auckland
524303	North Auckland
524304	North Auckland
524305	North Auckland
524306	North Auckland
524307	North Auckland
524308	North Auckland
524309	North Auckland
524310	North Auckland
524311	North Auckland
524312	North Auckland
524313	North Auckland
524314	North Auckland
524315	North Auckland
524316	North Auckland
524317	North Auckland
524318	North Auckland
524319	North Auckland
524320	North Auckland
524321	North Auckland
524322	North Auckland
524323	North Auckland
524324	North Auckland
524325	North Auckland
524326	North Auckland
524327	North Auckland
524328	North Auckland
524329	North Auckland
524330	North Auckland
524331	North Auckland
524332	North Auckland
524333	North Auckland

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Affected Computer Registers	Land District
524334	North Auckland
524335	North Auckland
524336	North Auckland
524337	North Auckland
524338	North Auckland
524339	North Auckland
524340	North Auckland
524341	North Auckland
524342	North Auckland
524343	North Auckland
524344	North Auckland
524345	North Auckland
524346	North Auckland
524347	North Auckland
524348	North Auckland
524349	North Auckland
524350	North Auckland
524351	North Auckland

Annexure Schedule: Contains 35 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 5966146.5 has consented to this transaction and I hold that consent ☑

Signature

Signed by Andrea Jane Shepherd as Grantor Representative on 17/02/2011 10:35 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 Andrea Jane Shepherd as Grantee Representative on 17/02/2011 10:36 AM

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

Form B

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

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

Grantor

Duck Nominees Limited and My Trustees Limited

Grantee

Duck Nominees Limited and My Trustees 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; *profit* or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
See Annexure Schedule A			

Form B - continued

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 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 B

Form B *continued*

Annexure Schedule Page **1** of **33** Pages

Insert instrument type

Easement instrument

Continue in Additional Annexure Schedule(s), if required

Annexure Schedule A

Column 1: Covenanting Lots (all shown on DP 404128 unless otherwise specified) (followed by CT reference)	**Column 2: Benefiting Lots (all shown on DP 404128 unless otherwise specified) (followed by CT reference)**
Lot 1 (CT 524294)	Lots 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 4 (CT 524295)	Lots 1 (524294), 5 (524296), 6 (524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 5 (CT 524296)	Lots 1 (524294), 4 (524295), 6 (524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 6 (CT 524297)	Lots 1 (524294), 4 (524295), 5 (524296), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 8 (CT 524298)	Lots 1 (524294), 4-6 (524295-524297), 9(524299), 10 (524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 9 (CT 524299)	Lots 1 (524294), 4-6 (524295-524297), 8 (524298), 10 (524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 10 (CT 524300)	Lots 1 (524294), 4-6 (524295-524297), 8 (524298), 9 (524299), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)

Form B *continued*

Annexure Schedule Page **2** of **33** Pages

Insert instrument type

Easement Instrument

Lot 12 (CT 524301)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 13 (CT 524302)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 15 (CT 524303)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 16 (524304), 17 (524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 16 (CT 524304)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15 (524303), 17 (524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 17 (CT 524305)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15 (524303), 16 (524304), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 19 (CT 524306)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 20-27 (524307-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 20 (CT 524307)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19 (524306), 21-27 (524308-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 21 (CT 524308)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19 (524306), 20 (524307), 22-27 (524309-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 22 (CT 524309)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-21 (524306-524308), 23-27 (524310-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-

Form B *continued*

Annexure Schedule Page **3** of **33** Pages

Insert instrument type

Easement instrument

	524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 23 (CT 524310)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-22 (524306-524309), 24-27 (524311-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 24 (CT 524311)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-23 (524306-524310), 25-27 (524312-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 25 (CT 524312)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-24 (524306-524311), 26 (524313), 27 (524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 26 (CT 524313)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-25 (524306-524312), 27 (524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 27 (CT 524314)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-26 (524306-524313), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 27a (CT 524315)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 28 (CT 524316)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 28a (CT 524317)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 29 (CT 524318)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-

Form B *continued*

Annexure Schedule Page **4** of **33** Pages

Insert instrument type

Easement instrument

	524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 30-33 (524319-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 30 (CT 524319)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29 (524318), 31-33 (524320-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 31 (CT 524320)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29 (524318), 30 (524319), 32 (524321), 33 (524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 32 (CT 524321)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-31 (524318-524320), 33 (524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 33 (CT 524322)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-32 (524318-524321), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 35 (CT 524323)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 35a (CT 524324)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 36 (CT 524325)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 37-60 (524326-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 37 (CT 524326)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36 (524325), 38-60 (524327-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)

Form B *continued*

Annexure Schedule Page **5** of **33** Pages

Insert instrument type

Easement instrument

Lot 38 (CT 524327)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36 (524325), 37 (524326), 39-60 (524328-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 39 (CT 524328)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-38 (524325-524327), 40-60 (524329-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 40 (CT 524329)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-39 (524325-524328), 41-60 (524330-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 41 (CT 524330)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-40 (524325-524329), 42-60 (524331-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 42 (CT 524331)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-41 (524325-524330), 43-60 (524332-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 43 (CT 524332)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-42 (524325-524331), 44-60 (524333-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 44 (CT 524333)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-43 (524325-524332), 45-60 (524334-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 45 (CT 524334)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-44 (524325-524333), 46-60 (524335-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 46 (CT 524335)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-

Form B *continued*

Annexure Schedule Page **6** of **33** Pages

Insert instrument type

Easement instrument

	524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-45 (524325-524334), 47-60 (524336-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 47 (CT 524336)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-46 (524325-524335), 48-60 (524337-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 48 (CT 524337)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-47 (524325-524336), 49-60 (524338-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 49 (CT 524338)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-48 (524325-524337), 50-60 (524339-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 50 (CT 524339)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-49 (524325-524338), 51-60 (524340-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 51 (CT 524340)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-50 (524325-524339), 52-60 (524341-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 52 (CT 524341)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-51 (524325-524340), 53-60 (524342-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 53 (CT 524342)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-52 (524325-524341), 54-60 (524343-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 54 (CT 524343)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-53 (524325-524342), 55-60

Form B *continued*

Annexure Schedule Page **7** of **18** Pages

Insert instrument type

Easement instrument

	(524344-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 55 (CT 524344)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-54 (524325-524343), 56-60 (524345-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 56 (CT 524345)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-55 (524325-524344), 57-60 (524346-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 57 (CT 524346)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-56 (524325-524345), 58-60 (524347-524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 58 (CT 524347)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-57 (524325-524346), 59 (524348), 60 (524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 59 (CT 524348)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-58 (524325-524347), 60 (524349), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 60 (CT 524349)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-59 (524325-524348), 69 (524350) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 69 (CT 524350)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349) and 70 (524351) (all being inclusive) and Lot 2 DP 430128 (517272)
Lot 70 (CT 524351)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349) and 69 (524350) (all being inclusive) and Lot 2 DP 430128 (517272)

Form B *continued*

Annexure Schedule Page **8** of **18** Pages

Insert instrument type

Easement instrument

Lot 2 DP 430128 (CT 517272)	Lots 1 (524294), 4-6 (524295-524297), 8-10 (524298-524300), 12 (524301), 13 (524302), 15-17 (524303-524305), 19-27 (524306-524314), 27a (524315), 28 (524316), 28a (524317), 29-33 (524318-524322), 35 (524323), 35a (524324), 36-60 (524325-524349), 69 (524350) and 70 (524351) (all being inclusive)

ANNEXURE SCHEDULE B

1 **DEFINITIONS AND INTERPRETATION**

1.1 In this instrument:

Association means the Sanctuary Residents Association Incorporated or such other society or Corporate Body as the Developer may incorporate for the purpose of owning and administering the communal facilities within the Sanctuary Estate in accordance with the Rules;

Benefiting Lot means each of the Lots described in column 2 of Annexure Schedule A;

Building and Landscaping Guidelines means the building and landscaping guidelines for the Sanctuary Estate approved by the Kaipara District Council attached as Annexure Schedule C;

Bush Covenant Lots means lots 15, 16, 17, 19, 20, 21, 22, 23, 28, 35, 38, 39, 45, 49, 50 and 70 on Deposited Plan 404128;

Common Facilities has the same meaning as set out in the Rules;

Common Facilities Lots means Lots 100, 101, 102, 103, 105 and 106 on Deposited Plan 404128 and common roads Lots 200 and 202 on Deposited Plan 404128 and Lot 1 on Deposited Plan 430128;

Covenanting Lot means each of the Lots described in column 1 of Annexure Schedule A;

Design Committee means a committee comprised of one representative of the Developer (as appointed from time to time by the Developer), one representative of the Association (as appointed from time to time by the Association) and a design consultant (as appointed from time to time by the Developer) provided however that should the Developer (in its sole discretion) elect, by notice in writing to the representative of the Association, to discontinue its involvement in the Design Committee the Design Committee shall be comprised of three representatives of the Association (as appointed from time to time by the Association in accordance with its Rules);

Developer means Duck Nominees Limited as trustee of the Duck Trust, the developer of the Sanctuary Estate;

Grantee means the registered proprietor for the time being of each of the Benefiting Lots;

Grantor means the registered proprietor for the time being of each of the Covenanting Lots;

Land means all the land comprising 178.2922 hectares more or less being all those parcels of land comprised as an estate in fee simple as follows:

(a) 28.2371 hectares more or less being Lot 1 Deposited Plan 196760 contained in Certificate of Title NA125B/132;

(b) 88.0370 hectares more or less being Lot 1 Deposited Plan 205260 contained in Certificate of Title NA133C/596;

(c) 27.9233 hectares more or less being Allotment 230 Parish of Waipu contained in Certificate of Title NA570/57; and

(d) 34.0948 hectares more or less being Section 423 Parish of Waipu contained in Certificate of Title NA47C/962;

Lot(s) means each of the Covenanting Lot and each of the Benefiting Lots described in Annexure Schedule A or any of those lots;

Resource Consent means resource consent number RM040281 obtained by the Developer for the subdivision of the Land;

Road Lots means Lots 200 and 202 on Deposited Plan 404128 which form part of the Common Facilities Lots;

Rules means the rules of the Sanctuary Residents Association Incorporated, as amended from time to time;

Sanctuary Estate means the property located at Cove Road, Northland, New Zealand, comprising the Land; and

Wetland Enhancement Lots means lots 23, 26, 27, 27a, 28, 35a, 41, 42, 46, 48, 49, 100 and 101 on Deposited Plan 404128.

1.2 In this instrument words and expressions denoting the singular shall include the plural.

2 INTRODUCTION

2.1 The Developer has subdivided the Land into the lots shown on Deposited Plan 404128 and Deposited Plan 430128, together comprising the Sanctuary Estate.

2.2 The Developer intends each Lot to be subject to a general scheme applicable to and for the benefit of each of the Lots to the intent that a high standard and fully integrated residential subdivision shall be enjoyed by the registered proprietors of the Lots and the Sanctuary Estate in general and that the owner or occupier for the time being of each of the Lots shall be bound by the covenants set out in this instrument insofar as they affect each Lot and that the owner or occupier for the time being of any Lot may be able to enforce the observance of such covenants by the owners or occupiers for the time being of any other Lots in equity or otherwise and to this end, the Grantor shall transfer each of the Lots subject to like covenants.

3 GENERAL COVENANTS

3.1 The Grantor for itself and so as to bind the Covenanting Lot, covenants and agrees with the Grantee for the benefit of each of the Benefiting Lots from time to time, that:

Form B *continued*

Annexure Schedule Page **10** of **33** Pages

Insert instrument type

Easement instrument

this instrument, to the end and intent that each of the covenants shall forever enure for the benefit of the Benefiting Lots;

(b) upon becoming registered proprietor of a Covenanting Lot join as a member of the Association and remain a member while registered as proprietor of a Covenanting Lot; and

(c) fulfil and continue to fulfil the obligations as a member as set out in the Rules (including ensuring that any transferee of the Covenanting Lot, if required by the Association, executes a deed of covenant in favour of the Association agreeing to be bound by the Rules as a member of the Association).

4 **DESIGN GUIDELINES**

4.1 The Grantor shall:

(a) comply with the Building and Landscaping Guidelines, and agrees not to erect on the Covenanting Lot any building other than a building approved by the Design Committee in accordance with those Building and Landscaping Guidelines;

(b) not erect any letterbox on the Covenanting Lot other than to a standard and in a design having the approval of the Design Committee (such approval not to be unreasonably withheld);

(c) not require the Developer or the Association to repair or contribute towards the cost of erection or repair of any dividing or boundary fence between the Covenanting Lot and any adjoining Benefiting Lot; and

(d) ensure that a stock proof fence is erected to protected covenanted plantings where it is intended that stock be kept on the Covenanted Lot.

4.2 All reasonable costs incurred by the Design Committee in carrying out its functions under this clause 4 shall be payable by the Grantor immediately on receipt of an invoice for such costs.

5 **MAINTENANCE OF COVENANTING LOT**

5.1 The Grantor shall:

(a) keep the Covenanting Lot and any road berm in a neat and tidy condition and shall not permit the excessive growth of grass and/or weeds so that the grass or weeds exceed 150 millimetres in height or otherwise become unsightly;

(b) keep the Covenanting Lot free of rubbish and/or debris and shall ensure that all household and other refuse is at all times kept in covered containers within an enclosed structure or otherwise screened from view. No rubbish or debris shall be burned on any part of the Sanctuary Estate;

Form B *continued*

Annexure Schedule Page **11** of **33** Pages

Insert instrument type

Easement instrument

(c) be responsible for the cost of repairing any damage to any berms or rights of way during the construction of buildings or other improvements to the Covenanting Lot;

(d) ensure that any exposed banks on the Covenanting Lot are be planted in grass or shrubs and that no areas of sand or clay on the Covenanting Lot shall be permitted to remain exposed for more than three months;

(e) complete the installation of all service connections (including telecommunications and power supply) to the dwelling, garages and outbuildings underground from the point of supply of such services at the boundary of the Covenanting Lot; and

(f) keep all buildings and approved improvements on the Covenanting Lot in good condition and repair and adequately maintained and when exercising the right and responsibility of repair, maintenance, replacement or remodelling the buildings and improvements shall not alter in any manner whatsoever except in accordance with clause 4.

5.2 Each Grantor in respect of a Wetland Enhancement Lot and Bush Covenant Lot shall keep and maintain all planting and landscaping undertaken or retained by the Developer, as contained in the areas set out in Schedule Three, in respect of the relevant Wetland Enhancement Lot or Bush Covenant Lot in accordance with the approved Bush Corridor Streamside and Wetland Enhancement Plan referred to in the Resource Consent. The Grantor agrees and acknowledges that the Developer has provided a cash bond to the Kaipara District Council to secure the performance of the Developer and registered proprietors of the Wetland Enhancement Lots and Bush Covenant Lots to keep and maintain the planting and landscaping in accordance with the Bush Corridor Streamside and Wetland Enhancement Plan and the Grantor indemnifies the Developer in respect of any costs, losses or expenses suffered or incurred by the Developer resulting from the Grantor's failure to comply with the Bush Corridor Streamside and Wetland Enhancement Plan.

5.3 The Grantor shall keep and maintain all planting and landscaping undertaken or retained by the Developer in respect of the Covenanting Lot in accordance with the Landscape Amenity Enhancement Plan referred to in the Resource Consent, such areas being as set out in Schedule Four. The Grantor agrees and acknowledges that the Developer has provided a cash bond to the Kaipara District Council to secure the performance of the Developer and registered proprietors of the Covenanting Lots to keep and maintain the planting and landscaping in accordance with the Landscape Amenity Enhancement Plan and the Grantor indemnifies the Developer in respect of any costs, losses or expenses suffered or incurred by the Developer resulting from the Grantor's failure to comply with the Landscape Amenity Enhancement Plan.

5.4 The Grantor shall ensure that it complies with the Ecological Management Plan for Lot 105 which has been approved by Council and which details the areas to control stock access and any animal and plant pest control programmes for that Lot.

6 **IMMOBILE VEHICLES**

Form B *continued*

Annexure Schedule
Insert instrument type
Easement instrument

6.1 The Grantor shall not:

(a) permit to be placed upon the Covenanting Lot any caravan;

(b) bring on or allow to remain on the Covenanting Lot any vehicle, equipment, machinery or rubbish (inorganic or organic) which in the reasonable opinion of the Design Committee is unsightly or which is or likely to become a nuisance to the registered proprietors for the time being of the other Lots in the Development; or

(c) place or leave any immobile or broken down vehicles on any road or Common Facilities Lots in the Development.

7 **SIGNAGE**

7.1 The Grantor shall not (other than the Grantor in respect of Lots 1 and 10 on Deposited Plan 404128):

(a) permit any advertising sign or boarding to be erected on the Covenanting Lot except temporary signage related to the marketing of the Covenanting Lot at the time of any sale of it; or

(b) during the course of construction of a dwelling on the Covenanting Lot display a builders sign exceeding 1.2 square metres.

8 **USE**

8.1 The Grantor shall not:

(a) other than the Grantor in respect of Lots 1 and 10 on Deposited Plan 404128 and Lot 2 on Deposited Plan 430128, use any part of the Covenanting Lot or permit the same to be used for any trading or commercial purposes, unless:

(i) such purpose is a permitted activity under the relevant district plan and complies in all respects with the district plan and the requirements of the territorial authority; and

(ii) is ancillary and subordinate to the principal use of the Covenanting Lot as a residence;

(b) at any time or times use or allow to be used the Covenanting Lot for any of the breeding, rearing or keeping of pigs, fitches, chickens or roosters; or

(c) at any time or times use or allow to be used the Covenanting Lot for the breeding of dogs or cats.

8.2 The Grantor agrees that Lots 100, 101, 102, 103, 105 and 106 on Deposited Plan 404128 shall only be used for recreation and conservation purposes, and Lot 1 on Deposited Plan 430128 for the sewage field, which will be planted and the

Form B *continued*

Annexure Schedule Page **13** of **33** Pages

Insert instrument type

Easement instrument

trees/grasses maintained by the owner(s) of Lot 2 on Deposited Plan 430128.

8.3 The Grantor agrees that no residential development shall be permitted on Lot 103 on Deposited Plan 404128 or Lot 1 on Deposited Plan 430128.

8.4 The Grantor agrees that Lots 200 and 202 on Deposited Plan 404128 shall only be used as common roads in accordance with clause 10.

9 **SUBDIVISION OF THE LAND**

9.1 Subject to clause 9.2, the Grantor agrees that no Covenanting Lot that has an area of less than 1 hectare shall be further divided or subdivided (and "subdivide" shall have the meaning ascribed to subdivision of land in section 218(1) of the Resource Management Act 1991 but shall not include a boundary adjustment between two Covenanting Lots).

9.2 Notwithstanding the provisions of clause 9.1, the registered proprietor of Lot 10 on Deposited Plan 404128 is permitted to further subdivide that Lot.

9.3 Upon the completion of a subdivision of any of the Lots, the registered proprietor of each newly created Lot shall immediately become a Member of the Association in accordance with clause 3.2.

10 **ROADS**

10.1 Each Grantor shall:

(a) ensure that all vehicles shall be driven in a safe and responsible manner with consideration for the safety of others and their enjoyment of the Sanctuary Estate. The Grantor shall be responsible for ensuring that their invitees comply with the requirements of this provision. If the Grantor or its invitees fails to comply with this provision the Association may ban any such person from driving or riding a vehicle within the Sanctuary Estate;

(b) ensure that the Road Lots are maintained, repaired and replaced as is necessary to keep the Road Lots in good order repair and condition with the cost of such maintenance, repair and replacement to be shared equally by the Grantors;

(c) keep the Road Lots clear at all time so obstructions whether caused by parked vehicles (excluding vehicles parked in any designated parking areas), deposit of materials or unreasonable impediment of the use and enjoyment of the Road Lots; and

(d) undertake such work as is necessary or desirable from time to time to:

(i) ensure the safety of the Road Lots for the use of vehicles and any footpath on the Road Lots for the use of pedestrians;

(ii) ensure the upkeep of paved or sealed surfaces and the mowing of grass berms and other grassed areas on the Road Lots to a neat and tidy standard;

(iii) maintain any services and utilities above and below the carriageway level of the Road Lots including the maintenance, repair and replacement of any pipes, drains, conduits or similar;

(iv) ensure that no nuisance is caused by unreasonable use of the Road Lots nor from the disposal of surface waters from it. In this regard the Grantors shall co-operate as necessary to allow the disposal of surface water into any suitable water course on any adjoining land on condition that associated works are undertaken to minimise injurious affection to such adjoining land and in accordance with any requirements of the local authority; and

(v) ensure that no noxious weeds or plants grow on the Road Lots.

11 **HAZARDOUS ACTIVITIES**

11.1 No activities may be conducted on the Sanctuary Estate which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged at the Sanctuary Estate without the prior written approval of the Association, and no hazardous materials shall be disposed of thereon, and no open fires shall be lighted or permitted except in contained cooking units unless approved in writing by the Association. Any such approval shall be subject to the requirements of the Kaipara District Council.

12 **CONDUCT AND NOISE**

12.1 The Grantor shall ensure that it does not bring into the Sanctuary Estate (including the Covenanting Lot) any exterior speakers, horns, whistles, bells, other devices (other than security devices used exclusively for security purposes) and none shall be located, used, or placed on any part of the Sanctuary Estate. The Grantor shall ensure that no noise or other nuisance shall be permitted to exist or operate upon the Covenanting Lot so as to be offensive or detrimental to the Grantee including, without limitation, shooting of firearms and unmuffled vehicles, motorcycles and motor scooters.

12.2 The Association reserves the right to exclude or evict from the Common Facilities and any other Lot not owned by the Grantor, any person who in the opinion of the Association is under the influence of intoxicating liquor, drugs or substances, or who in any manner acts in violation of these Rules.

13 **WASTEWATER TREATMENT**

13.1 In respect of those Covenanting Lots that are, or intended to be, connected to the

communal wastewater treatment scheme within the Sanctuary Estate, the Grantor shall pay to the Developer a connection fee of $12,000 (plus GST) to contribute to the costs of connecting to that scheme, such payment due on or before the date that the Grantor applies for a building consent for the construction of a dwelling on the Covenanting Lot. These lots will install an Innoflow AX10 or AX20 system, or such other system as approved by the Design Committee, and sign a maintenance contract with a provider approved by the relevant supplier.

13.2 In respect of those Covenanting Lots that will have an individual onsite wastewater treatment system, to ensure that a high quality system is adopted the Grantor agrees that it will install an Inoflow septic tank system, such as the VCOM STEP Interceptor Tank or such other system as approved by the Design Committee, and sign a maintenance contract with a provider approved by the relevant supplier.

14 **ACCESS CODES**

14.1 The Grantor shall not disclose the access code to the Sanctuary Estate to any third party without the prior written consent of the Association other than to its invitees or contractors who require access to undertake works on the Covenanting Lot. In this regard, each Grantor and Grantee agree and acknowledge that the Association will disclose the access code, or supply keys, to emergency services such as fire, ambulance and police, utility service providers (including New Zealand Post) and rubbish and other contractors who require access to the Sanctuary to keep and maintain the Common Facilities and communal sewage system.

15 **OWNERS NOT TO OBJECT – SUBDIVISION OF LOTS**

15.1 The Grantor agrees that:

(a) it will not object to or make submissions against, and shall not assist any third party in objecting to or making a submission against, any application for a resource consent made by the registered proprietor of either (or all of) Lots 1, 10, 15, 16, 22-26 (inclusive) on Deposited Plan 404128 or Lot 2 on Deposited Plan 430128 to a proposed subdivision of those Lots;

(b) it will not object to or make submissions against, and shall not assist any third party in objecting to or making a submission against, any application made by the registered proprietor of any of Lots 1, 10, 15, 16, 22-26 (inclusive) on Deposited Plan 404128 or Lot 2 on Deposited Plan 430128 for a change to the zoning of such Lots, provided that such change in zoning does not materially adversely affect the value or usefulness of the Covenanting Lots; and

(c) it will, if requested by the registered proprietor of either (or all of) Lots 1, 10, 15, 16, 22-26 (inclusive) on Deposited Plan 404128 or Lot 2 on Deposited Plan 430128, consent to any such resource consent or zoning change as referred to in clauses 15.1(a) and 15.1(b).

16 **USE OF COMMON FACILITIES**

16.1 The Grantor shall allow the Grantee, together with the Grantee's invitees and in common with the Grantor and the Grantor's invitees, access to and from and use of the Common Facilities Lots in accordance with these land covenants.

16.2 The Grantor agrees and acknowledges that the Association shall establish a set of rules and regulations to govern the use of the Common Facilities, such rules and regulations to include, but without limitation, the following:

(a) no motorised craft shall be used on the lakes other than by the Association for maintenance or emergency purposes;

(b) no introduction of any plant matter, fish or bird whether living or dead;

(c) provision to erect buildings and recreational facilities on the grassed Lots 103 and 105 on Deposited Plan 404128, and the provision of seating on Woodleigh Road (Lot 200 on Deposited Plan 404128);

(d) the maintenance of refuse/recycling facilities on Lot 103 on Deposited Plan 404128;

(e) the prevention of floodlighting the tennis court on Lot 105 on Deposited Plan 404128, or any other building or facility built in the future;

(f) no recreational shooting in Lot 105 on Deposited Plan 404128, except as part of an approved pest eradication programme;

(g) no shooting of any bird on either lake lot (Lots 100 and 101 on Deposited Plan 404128);

(h) the prohibition of any structure being built around the lake edge that protrude onto either Lot 100 or 101 on Deposited Plan 404128;

(i) prohibition of trail bikes, quads and the like, in bush on Lot 105 on Deposited Plan 404128;

(j) signage to prevent persons entering the main bush on Lot 105 on Deposited Plan 404128 with cats/dogs; and

(k) prohibition of damage to the landscaped/planted areas on all Common Facilities.

17 **BREACH OF COVENANTS**

17.1 As the value of the Lots will be affected by the continuing observance of these covenants, should the Grantor or any subsequent registered proprietor of the Covenanting Lot not comply with or fulfil any of these covenants then, without prejudice to any other remedy which the Grantee may have:

Form B *continued*

Annexure Schedule Page **17** of **33** Pages

Insert instrument type

Easement Instrument

(a) the Grantor shall on demand pay to the Grantee the sum of $10,000.00 or a sum equal to 10% of the unimproved value of the Covenanting Lot for the time being whichever sum is the larger, together with interest at 12% pa or a rate which is 4% pa greater than the 90 day bank buy bill rate published in The New Zealand Herald for the first Working Day of each month whichever rate shall be the greater (calculated on a daily basis for any period less than a year) for such period as the breach(s) shall continue;

(b) the Grantee may take whatever action it considers necessary to remedy the breach, including where necessary entering upon the Covenanting Lot; and

(c) all expenses and costs incurred in enforcing the covenants, will constitute a debt due that will be a charge against the Covenanting Lot and will be recoverable as liquidated damages.

18 **DISPUTE RESOLUTION**

18.1 Any disputes in relation to the covenants set out in this instrument are to be resolved in accordance with the Rules.

Form B *continued*

Annexure Schedule Page **18** of **18** Pages

Insert instrument type

Easement instrument

Annexure Schedule C

Building and Landscaping Guidelines

Refer attached

THE SANCTUARY – MANGAWHAI

BUILDING & LANDSCAPING GUIDELINES

CONTENTS

Introduction 1

Site Planning 2
- Building Areas 2
- Grouping of Buildings & Landscape Setting 2
- Neighbours Privacy & Views 2
- Road & Boundary Setbacks 3
- Building Coverage 3
- Driveways & Parking Areas 3
- Phased Development 4
- Temporary Buildings & Storage Facilities 4

Environmental Considerations 5
- Earthworks 5
- Drainage 5
- Water Storage Tanks 5
- Wastewater Treatment & Disposal Utility Services 5
- Electricity & Telecommunications Facilities 5

Building Design & Appearance 6
- Form & Massing 6
- Height 6
- Roofs & Related Structures 7
- Doors & Windows 7
- Exterior Materials & Colours 8
- Lighting & Signage 8

Fencing & Landscaping 9
- Roadside Treatment 9
- Internal Fences 9
- Hedges & Shelter Belts 10
- Landscaping Within the 'Homestead Site' 10
- Specimen Tree Planting 10
- Orcharding & Tree Crops 11
- Control of Livestock 11

Design Approval Process 12
- Design Committee 12
- Plan Preparation & Approval 12
- Terms Used 14

INTRODUCTION

The Sanctuary at Mangawhai will be a special place. Careful consideration has already been given to the design of the subdivision, including the creation of lakes and the protection and enhancement of extensive bush, stream and wetland corridors.

Buildings and other facilities in the Sanctuary are expected to be planned and designed in harmony with the surrounding environment. A Design Committee will review all building and site development plans, including earthworks, fencing and landscaping. These guidelines are intended to help the owners and the Committee with the design and approval process in accordance with a Council consent condition.

Owners and their advisers are encouraged to read these guidelines. It is only through careful site planning and design that the natural features and other attractions of the Sanctuary will be maintained and protected for future generations.

SITE PLANNING

Building Areas

Building areas are defined on all properties in accordance with a Council consent condition. Their sizes vary according to the different nature of the properties, including access, bush setting, ground conditions, and relationship to the lakes.

Many properties contain bush, stream and wetland areas protected by conservation covenants. No buildings or structures are to be placed within covenanted areas.

Areas planted or landscaped as part of the subdivision are protected by consent notices. They are also not to be affected by buildings or structures.

Grouping of Buildings & Landscape Setting

Buildings are to be grouped and located on one discrete part of the building area- known as the 'homestead site'. This is so accessory buildings are not scattered over properties and affect the 'open' rural nature of the estate.

Buildings are best set into the landscape and framed by landform and vegetation. Where possible the homestead site should be related to a bush, hillside or lake setting and any specimen trees on the property.

Some of the properties contain small groups of totara's and other specimen trees and shrubs that are not formally protected. They contribute to the rural character of the estate and are expected to be retained and, if possible, incorporated into the layout of the homestead site.

Neighbours Privacy & Views

Each 'homestead site' is expected to be developed in a manner that protects the privacy and amenities of adjacent properties. Views from, into and past the site from others are to be taken into account. Consideration is to be given to views of the lakes, stands of bush and the adjacent Brynderwyn Hills from adjacent properties.

Road & Boundary Setbacks

Buildings are to be setback at least 10m from Cove Rd as required under the district plan. This same setback is expected on internal roads, except where ground or other conditions limit building options.

For other boundaries buildings are generally to be sited at least 3m away in accordance with the district plan. However setback distances of 5-6m or more may be required in some circumstances to protect the privacy of existing or proposed dwellings.

Buildings containing 'farm' and other equipment are to be well separated from neighbouring dwellings located. The district plan requires any buildings containing livestock be at least 50m from dwellings on other properties.

Building Coverage

There are no district plan controls on building coverage. Large buildings, especially on some of the smaller properties, have the potential to affect the estates rural character.

The building coverage is to relate to the size, shape and intended use of the property. Generally, the building 'footprint' on properties of less than 1ha is not expected to be more than 600m^2. For the larger properties, some of which are over 4ha, building 'footprints' of up to 1000m^2 are likely.

Driveways & Parking Areas

Driveways are to effectively serve the building area and be designed so cut and fill earthworks are minimised. They are expected to be paved, ideally with hot mix (to match the roads) or exposed aggregate concrete to a maximum width of 3m.

Provision is to be made for garaging of at least two vehicles on all properties. Outdoor vehicle parking areas are expected to be kept as small as possible. They should be paved or incorporate 'gobiblock' or 'grass cell' permeable materials.

Phased Development

Building in phases is permitted provided it is in the context of a site development plan approved by the Design Committee. Once construction has started the exterior of the building is expected to be completed within 12 months.

Temporary Buildings & Storage Facilities

Temporary buildings and storage structures are not expected to be established, except during a confined building period. No shipping containers or the like are to be placed on properties, except with the specific approval of the Design Committee.

ENVIRONMENTAL CONSIDERATIONS

Earthworks

Earthworks on hillside and other visually prominent areas are to be minimised. All earthworks are to be designed to ensure cut and fill faces can effectively regrassed or revegetated.

Drainage

Driveway, parking and other paved areas are to be designed to so that all runoff is directed into disposal facilities within the property, unless specific approval is obtained from the Design Committee. Roof water collection and drainage systems are also expected to be designed on the same basis.

Water Storage Tanks

Water storage tanks and pumps are generally to be located within or close to homestead site. Consideration is to be given to underground storage wherever possible. Screening of above ground structures from neighbouring dwellings and roadside viewing points is also encouraged.

Wastewater Treatment & Disposal Utility Services

Wastewater disposal systems on properties not served by the communal scheme are to be sited well away from the lakes, streams and wetlands. Appropriate separation distances are also expected from neighbouring dwellings.

All individual property based wastewater systems are to approved by the Design Committee. They are to be systems nominated by Innoflow Technologies Ltd, suppliers of the communal scheme, unless the Design Committee expressly authorises an alternative system. This arrangement is intended to ensure cost effective effective monitoring and maintenance of waste disposal systems across all properties.

Low flow plumbing fixtures and other water conservation measures are encouraged.

Electricity & Telecommunications Facilities

All electricity and telecommunication facilities are to be placed underground, except approval to do otherwise is obtained form the Design Committee.

BUILDING DESIGN & APPEARANCE

Form & Massing

Buildings are expected to be of New Zealand rural vernacular nature. Exotic or unusual forms such as A frames, domes and towers will not be approved by the Design Committee. Kitset, prefabricated and relocated buildings are also generally not permitted.

The contour of the land and its setting is to be considered when siting and designing buildings. Any large multi storey building is to incorporate significant one storey elements and/or low eavelines to reduce its apparent bulk or scale. Building scale can also be reduced by breaking larger buildings into several smaller 'blocks' or 'wings'.

Buildings designs that link indoor and outdoor spaces through courtyards, decks, loggias and pergolas are encouraged.

Height

The district plan provides for buildings of up to 10m, on the properties. This means three storey buildings may be possible. Any buildings of this nature are expected to be the principal residence and not in visually prominent locations. Sheds and other accessory buildings of this height are unlikely to be approved.

Buildings of more than 8m are expected on the less visually prominent properties, where bush, planted hillside and other features are able to reduce their impact on the landscape.

Low level buildings are preferred on the relatively flat properties around the lakes.

Roofs & Related Structures

Roof forms are expected to relate to each properties landscape setting. Simple hip, shed (monopitch), gable and dormer roof forms are favoured. Roof forms that demand attention and conflict with their setting will not be approved. On flat to gently undulating properties roofs with relatively low pitches (less than 25^{o}) are preferred.

Chimneys and other roof projections are to be related to the roofline and overall form of the building.

Large satellite dishes and antennae are not permitted. Small facilities (less than 1m in circumference) of a recessive nature may be approved in some settings.

Solar energy collectors and other similar rooftop facilities are to be integrated into the roof design and kept as unobtrusive as possible.

Doors & Windows

'Farm' and other utility buildings, including garages, are to be sited and designed to have doors and other openings that do not face nearby roads or neighbouring dwellings.

Heavily reflective or tinted glass is generally not permitted. Large areas of glass are also discouraged. Any significant areas are to be shaded by projecting roof overhangs, balconies and other forms of sun-shade to minimise reflection onto neighbouring properties.

Exterior Materials & Colours

A limited range of exterior materials are expected to be used on buildings on the same property. Board timber, concrete, plaster and dark stone finishes are preferred. Brick, corrugated iron, compressed board, plywood and other exterior products may be appropriate in some settings. Light coloured stone and other materials/finishes that 'stand out' are discouraged.

All exterior walls and roofs are to be generally finished in neutral or dark colours that suit the landscape setting. Generally they should have a reflectivity value of less than 40% as illustrated within the Resene BS5282 colour range. This restriction does not apply to window joinery or doors.

Large areas of primary colour paint finishes will generally not be permitted. Primary colours may be used in discrete areas, especially if not exposed to neighbouring dwellings or roads.

Lighting & Signage

Ground and exterior building lighting is to be of a discrete and subdued nature. All fixtures are to have covers or reflectors to direct light to the ground and avoid glare and light spill.

Signs are generally not permitted.

FENCING & LANDSCAPING

Roadside Treatment

The entire Cove Rd boundaries of the subdivision are landscaped and required to be maintained as such by a consent condition. The internal boundary is fenced and expected to be maintained by the adjacent owners.

The internal road boundaries are generally not fenced or planted. Roadside avenue trees are in place, along with some discrete plantings adjacent to intersections. Fences or planted hedges may be established along road boundaries.

Roadside fences are not expected to exceed 1.8 metres in height. They are able to be constructed out of stone, timber, or plaster, with the latter painted or stained in recessive colours. The design of the roadside fence on a property is to be related in height and form to those already in the immediate area.

All fences along road boundaries are to be 'softened 'by planting'. This planting is expected to extend over at least 50% of the total length of the fence. The following species are recommended:

- *Coprosma 'Yvonne', Coprosma repens, Gordonia species, Griselinia littoralis, Griselinia lucida, Michelia figo, Phormium tenax, Pseudopanax lessonii, Schefflera 'Pitman's Pride'*, all at 1m centres.
- *Corynocarpus laevigatus & Leptospermum 'Coppersheen'* at 1.5m centres

Any roadside hedge is to be planted at least 1.5 metres from the boundary to allow for growth. It should be pruned for shape twice yearly (this does not necessarily mean box like), and not allowed to grow any taller than 2.5 metres.

Internal Fences

Fences along other property boundaries are expected to be of a post and wire or post and rail nature. Corrugated iron, timber panel and other solid type fences are not permitted along or close to internal property boundaries.

Solid panel fences for privacy, screening and wind protection are permitted close to the building area. Material use is to be compatible with the exterior building materials. They are to be integrated into with the landscaping around the building area.

Hedges & Shelter Belts

The planting of long linear hedges and shelter belts along boundaries should be avoided. If significant hedging or other linear planting is required for privacy or shelter then it should be designed to 'fit' the landscape context. This is likely to involve considering 'breaks' or mixes in form and plant types and softening by additional plant clusters.

Landscaping Within the 'Homestead Site '

Formal plantings, which may include exotic species, are expected within the homestead site. They should be of a predominately native or naturalistic nature around the perimeter, especially where they border or come close existing native stands or plantings.

The planting immediately around the buildings should be a mix of groundcover, grasses, shrubs and trees. Species should be selected that are suitable for the predominantly clay soils and in some places exposed nature of the sites. The size of the plantings used should be a mix a small and large grade plants. The specimen trees used should contain at least five large grade trees, pb150 or larger.

The plantings outside of the 'homestead site' should have a predominantly native theme, especially in areas that are adjacent to existing native bush, wetlands or streams. Where possible new plantings should link into existing areas of bush, wetlands, stream corridors or specimen totara trees.

The use of invasive or noxious exotic plants on the lots is not allowed. Thought is to be given to selecting plant species that pose no future threat to the native bush areas.

Accessory buildings, such as garages and sheds are to be located in positions where they can be softened and tied into the landscape through the use of large growing specimen trees, or a cluster of amenity shrubs and trees.

No plantings should unduly shade or impede on views from other homestead sites and commonly owned areas.

All landscaping is expected to be completed within one planting season after commencement of construction of any buildings. Regular maintenance is also expected, including replacement of diseased or dead specimens.

Specimen Tree Planting

The planting of exotic and native specimen trees on properties is encouraged. However consideration of their location, form and growth rate is required. Large trees that attain a height of 6m or more are not to be placed in positions where they detract from the amenities of neighbouring properties, the lakes and roads.

Orcharding & Tree Crops

Orchards can be planted providing their management (such as mowing ,and spraying) does not detract from the amenities of adjoining properties. Significant artificial shelter structures and tall growing shelter belt trees are generally not permitted.

Tree crops such as a coppice for fire wood are able to be established. However they are to be planted only in areas that will not block views or restrict sunlight to neighbouring properties. They also should not be planted in areas directly adjoining native stands of bush.

Control of Livestock

The conservation covenants protecting the various bush, stream and wetland areas require stock be excluded from at all times. This is expected to be achieved through the erection and maintenance of either permanent post and wire or permanent electric fences. Temporary electric fences are only to be used for controlling stock grazing and movements within permanently fenced areas.

DESIGN APPROVAL PROCESS

Design Committee

The Design Committee established under the land covenants have the responsibility to consider all site development, building and landscaping plans in the Sanctuary Estate. It will have three members; one being representative of the developer, one being a registered architect appointed by the developer and one being a representative of the Association.

Plan Preparation & Approval

The design approval process is illustrated in the following diagram. Before commissioning building or other plans the owner and/or designers are urged to arrange a meeting with the Design Committee to discuss initial site planning, building and landscaping ideas for the property.

The most important part of the approval process is determining the location and extent of the homestead site and how the rest of the property is to be developed. The site development plan is to show the homestead site, the general layout of buildings and other facilities within it, along with access, services, fencing and landscaping concepts. Any significant earthwork areas are also to be identified on this plan. It is to show all existing features, including any areas subject to conservation covenants and consent notices, along with the specimen trees. This plan can be submitted and approved prior to the more detailed building and specifications.

The building plans and specifications are expected to be very similar to those submitted to the Council for building consent purposes. Full working drawings, including on site drainage, are required. In addition information on exterior colours is to be provided.

The landscaping plan is to show the proposed driveway, along with all fences and plantings. It is to describe the materials to be used in the driveway and the form and height of the fences. The nature of any hedges, or orchards are to be shown, along with all amenity plantings.

Three sets of the site development, building and landscaping plans along with accompanying specifications ,are to be provided to the Design Committee. The Committee will review the plans and specifications within 15 working days of their receipt and advise of their approval or otherwise. Any design changes requested by the Committee will be reviewed by the Design Committee on the same timely basis.

Building consent is best sought from the Council once the plans and specifications have been reviewed by the Design Committee. However the two processes can be carried out in parallel, as they are completely independent of each other.

Following Council building consent approval and before any building related construction is undertaken a construction method statement is to be submitted to and approved by the Design Committee. This statement is to explain and/or illustrate access to the site, the location and form of any temporary buildings, material storage, parking, rubbish, security and washdown area facilities/arrangements. Information on the expected construction period, hours of work and use of any noisy equipment is also expected. Three copies of the statement are to be provided to the Design Committee.

In the event of any plan, specification or statement not being approved by the Design Committee an arbitrator shall be appointed to resolve matters. Any owner may also may also work on an informal basis with the Design Committee to resolve matters, prior to arbitration.

Terms Used

"Association" means the Sanctuary Residents Association or other body charged with owning and administering communal facilities within the Sanctuary Estate.

"Building Area" means the notional building area shown on the approved survey plan for the property.

"Building Plan" means a plan or set of plans showing proposed building and /or drainage works

"Design Committee" means the Committee from time to time appointed by the Sanctuary Residents Association Incorporated to consider site development and building plans.

"Homestead Site" means the area of each property where buildings and other significant structures are confined to.

"Land Covenant" means the covenant attached to each saleable property in the Sanctuary Estate.

"Landscaping plan" means a plan showing proposed plantings, including any hedges and shelter belts, along with fences, retaining structures and the like.

"Owner" means the owner of the property and his/her designate.

"Property" means the land or lot purchased and held by the owner.

"Reflectance Value" means the amount of light (and heat) materials and colours reflect and are indicative of their likely visibility in the landscape. The reflectance values of painted values are detailed in the Resene Paints British Standard BS 5252 colour range with black having a reflectance value of 0% and white having a reflectance value of 100%. The Resene colour range is based of BS 5252:1976 Framework for Colour Co-ordination for Building Purposes.

"Sanctuary Estate" means the land shown on the approved survey plan (include ref.)

"Site Development Plan" means a plan showing all existing features on a property, including any areas subject to covenants, consent notices or the like, along with a proposed homestead site, building, earthworks, driveway and parking areas, fences, landscaping and significant structures.