

Approved by Registrar-General of Land under No. 2002/6055

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

EI 6459095.11 Easement

Cpy - 01/01, Pgs - 005, 14/08/06, 16:03



DocID: 611221009



Land registration district

SOUTH AUCKLAND

Grantor

Surname(s) must be underlined or in CAPITALS.

David Pembroke HURST, Nicole Elizabeth HURST and Robert Eric COLEMAN

Grantee

Surname(s) must be underlined or in CAPITALS.

David Pembroke HURST, Nicole Elizabeth HURST and Robert Eric COLEMAN

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

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

Dated this 5th day of

April 2008

Attestation

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

Ross Philip Potter
Solicitor
Tauranga

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

Ross Philip Potter
Solicitor
Tauranga

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

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1

Easement instrument

Dated

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land (Building) and Fencing Covenants	DP 345225	185312 to 185346 (inclusive)	185312 to 185346 (inclusive)

~~Easements or profits à prendre rights and powers (including terms, covenants, and conditions)~~

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

~~Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.~~

The implied rights and powers are [varied] [negated] [added to] or [substituted] by:

[Memorandum number , registered under section 155A of the Land Transfer Act 1952].

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number , registered under section 155A of the Land Transfer Act 1952]~~

[Annexure Schedule 2].

All signing parties and either their witnesses or solicitors must sign or initial in this box

Annexure Schedule



Insert type of instrument

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

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(Continue in additional Annexure Schedule, if required.)

COVENANT PROVISIONS

Estate or Interest continued

WHEREAS the Grantor when registered proprietor of the land formerly contained in Certificate of Title 26881 subdivided the land into residential lots in the manner shown and defined on Deposited Plan 345225 **AND WHEREAS** it is the Grantor's intention to create for the benefit of the land set out in Schedule A (hereinafter referred to as the "Dominant Lots") the land covenant set out in Schedule B over the land in Certificates of Title 185312 to 185346 (inclusive) (hereinafter referred to as the "Servient Lots") **TO THE INTENT** that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lots **AND** so as to bind each of the servient Lots and for the benefit of each of the other respective Dominant Lots the Grantor **DOES HEREBY COVENANT AND AGREE** with the Grantee in the manner set out in Schedule B hereto so that the covenants run with each of the Servient Lots for the benefit of each of the other respective Dominant Lots as described in Schedule A, however none of the Servient Lots shall have the benefit of the Land Covenants in favour of the corresponding Lots in Schedule A.

- 1.1 The Grantor will at all times observe and perform all the covenants contained in Schedule B **to the intent** that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the Dominant Lots and each and all of the registered proprietors of the Dominant Lots **provided that** the Grantor will be liable only for breaches of the covenants contained in this instrument which occur whilst the Grantor is the registered proprietor of the Land or any part of the Land;
- 1.2 If there should be any breach or non-observance on the Grantor's part of any of the covenants contained in Schedule B and without prejudice to any other liability which the Grantor may have to the Grantee and any person or persons having the benefit of those covenants the Grantor will upon written demand being made by the Grantee or any of the registered proprietors of any of the Dominant Lots pay to the person making such demand liquidated damages;
- 1.3 The Grantor will at all times indemnify and keep the Grantee indemnified from all losses, costs, claims and demands in respect of any breach or non-observance by the Grantor of the covenants contained in this instrument; and
- 1.4 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 Land and any adjoining land of the Grantee **provided that** this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.

SCHEDULE A

Certificates of Title No.185312 to 185346 (inclusive)

Estate or Interest continued

AND in consideration of the above covenants the Grantor **covenants and agrees** with the Grantee to obtain from each and every Grantee of each of the Dominant Lots covenants in the same form as those set out in this instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

[Handwritten signatures and initials]

Annexure Schedule

Insert type of instrument

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

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(Continue in additional Annexure Schedule, if required.)

SCHEDULE B

The Grantor covenants with the Grantee as follows:

- 1.1 Not to erect any building other than a new residential home or, if a relocatable home, not to permit or allow the removal onto the property of any existing or pre-built house which has been previously lived in.
- 1.2 Not to erect a dwelling house of a floor area less than 110 square metres (excluding garage, carports and decking, breezeways and roof overhang).
- 1.3 Not to construct or erect any fencing without the prior written approval of Generation Land Limited or its nominee:
 - (a) on Lots 1 and 81 on Deposited Plan 345225; and
 - (b) along any road frontage boundary or on any side boundary between the road frontage and the dwelling.

Fencing that is otherwise permitted by these covenants and/or approved by Generation Land Limited or its nominee is to be constructed in kiln fired or concrete brick, stucco textured finish, stone, timber, or such other materials as may be permitted by Generation Land Limited or its nominee from time to time and shall not exceed 1.83 metres in height above the natural ground level on the property.

- 1.4 A minimum of 70% of the non glazed exterior cladding of the dwelling must consist of any of the following materials: kiln fire or concrete brick, stucco textured finish, stone, timber, weather boards, or pre-finished metal weather boards bonded to solid timber boards all having a maximum finished width not exceeding 180 mm. Any dwelling whose exterior finish is in the form of flat cladding, poured concrete or similar shall texture the surface and if concrete block a plastered finish in such a manner as to fully cover the base material. Where the dwelling house has more than a single level (excluding garage, carport, decks and split levels) the minimum of 70% of the non glazed exterior cladding may be reduced to 65% provided the non specified cladding is predominantly used in cladding the upper levels. Weather board detailing shall include, as the preferred design, traditional box and scribe treatments to corners and windows in conjunction with appropriate use of colour. All exterior surfaces which are not pre-colour-coated or finished shall be painted/stained by the builder prior to the dwelling being occupied and shall in any event be completed in colours within a colour range to be prescribed from time to time by Generation Land Limited or its nominee.
- 1.5 To complete any building within 9 months of laying down the foundations for such building and within 15 months of laying down the foundations to complete all ancillary work such as fencing and landscaping AND FURTHER will within 15 months construct in proper and tradesmanlike manner a driveway, or vehicle access in permanent continuous surfacing of concrete, concrete block, brick paving, or tar-sealing.
- 1.6 Once construction has been substantially completed not to bring on to or allow to remain on the land or any internal road of the subdivision any temporary dwelling, caravan, trade vehicle or other equipment or materials or machinery unless garaged or screened so as to preserve the amenities of the neighbourhood and to prevent noise likely to cause offence to residents in the subdivision. No recreational or commercial vehicles or trailers are to be regularly located on the street or footpath nor in front of the building line of the dwelling on the land.
- 1.7 Not to use any metal clad roof that has not been factory pre-finished.
- 1.8 Not to permit the land to be occupied or used as a residence unless the buildings on the property have been substantially completed in accordance with the agreement and the buildings meet the requirements of the local authority.

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.

Annexure Schedule



Insert type of instrument

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(Continue in additional Annexure Schedule, if required.)

- 1.9 The Grantor will not subdivide or crosslease the property and will not erect or allow to be erected on the property any buildings other than the one family dwelling house with, if required a garage or two garages or such other buildings as would normally be appurtenant to a family dwelling house provided that any garage shall form part or be permanently attached to the dwelling house.
- 1.10 To construct any dwelling house defined in Covenant 1.2 with:
 - (a) more than two hips or two gables in the roofline; and
 - (b) to construct any such dwelling house to a shape other than a simple square or rectangle.
 - (c) Flat roofed dwellings are acceptable provided they meet all covenants except covenant 1.10(a) and have more than one level roofing.
- 1.11 Not permit or suffer any advertisement sign or hoarding of a commercial nature to be erected on any part of the said land or building without prior consent in writing of the Grantee.
- 1.12 Not to construct any road on any part of the said land which provides access to any other land adjoining the said land.
- 1.13 To reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Grantors use of the land directly or indirectly through the Grantors agents or invitees.
- 1.14 To keep and maintain in a neat and tidy condition the entrance feature garden and pillars situated on the Grantors property and not to alter, paint, add to or change the entrance feature garden and pillars or its fitting or attachments without the prior written approval of the Grantee or its nominee PROVIDED HOWEVER this particular covenant shall only apply to the owners for the time being of Lots 1 and 81 on Deposited Plan 345225.

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.

[Signatures]