

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

Sections 90A and 90F, Land Transfer Act 1952

EI 6733677.11 Easement

Cpy - 01/01, Pgs - 007, 27/01/06, 13:00



DocID: 211641288

Land registration district

Canterbury

Grantor

Surname(s) must be underlined.

ADCROFT DEVELOPMENTS LIMITED

Grantee

Surname(s) must be underlined.

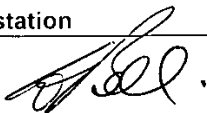
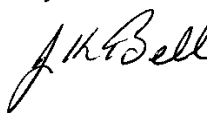
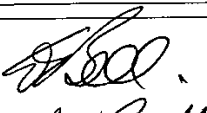
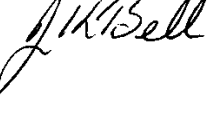
ADCROFT DEVELOPMENTS LIMITED

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

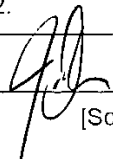
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) set out in Schedule A, with the rights and powers or provisions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

Dated this 20th day of December 2005

Attestation

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

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

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(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 Covenant	D.P. 361253	Lots 53 to 69, 92 to 100 (248957 to 248982) inclusive	Lots 1, 53 to 69 92 to 100 (248956 to 248982)

Continue in additional Annexure Schedule if required.

[illegible]

*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:

[Annexure Schedule 2].

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule

Insert type of instrument

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

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(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2

The Grantee covenants with the Grantor, the said Adcroft Developments Limited, as set out in Schedule B herein and the covenants form part of this Instrument and the Grantee and the Grantor hereby request that such covenants be noted against Certificates of Title

It is the Grantor's intention to create for the benefit of the registered proprietor of the dominant land in Schedule A the land covenants set out in Schedule B hereof **TO THE INTENT** that the land in Schedule A shall be bound by the stipulations and restrictions set out in Schedule B hereof.

The covenants in Schedule B shall be restrictive covenants running with each of the titles in Schedule A for the benefit of and subject to any provisions of Schedule B.

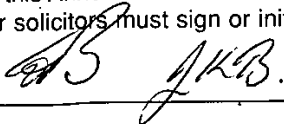
SCHEDULE B

It is acknowledged that the land being developed is intended to be a modern, high quality and well designed subdivision to ensure a quality development that is in harmony with the unique surrounding environment. It is therefore desirable that supervision and control be exercised for the protection and in the interest of all registered proprietors of the land in relation to any development of the land. In recognition of these objects, at all times from the date of this Land Covenant the Registered Proprietor for the time being of any part of the land described in Schedule A hereto ("the Registered Proprietor") shall:-

1. Not erect any building or structure (including any fence) on the property unless the Grantor has approved all the plans and specifications including the siting of the dwelling and all ancillary buildings prior to building commencement. The design for any dwelling or ancillary building shall be submitted to the Grantor at final working drawings stage so that approval for the design can be given prior to the commencement of construction.

In exercising its discretion, the Grantor shall be entitled to disapprove (by way of example but not limited to) the following:

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

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

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(Continue in additional Annexure Schedule, if required.)

- 1.1. Any dwellinghouse not utilising new materials (except second-hand bricks which may be allowed at the Grantor's discretion for exterior cladding.)
- 1.2. Any dwellinghouse constructed with an external cladding (except for the cladding of soffits or gable ends) of unrelieved flat sheet fibrolite, hardiflex, galvanised steel or similar materials.
- 1.3. Any dwellinghouse with fence or boundary wall erect with material containing cement board sheets or panels, corrugated iron and metal sheeting.
- 1.4. Any dwellinghouse utilising as a roofing material any material other than tiles (clay, ceramic, decramastic, pre-coated pressed steel) or pre-painted long-run pressed steel, or exterior cladding or material other than clay brick stained timber weatherboard, concrete block, masonry, stucco, solid plaster, stone or glazing or a combination of the above.
- 1.5. Any dwellinghouse of a single or rectangular shape. Any dwelling shall have at least two breaks and one valley in the roofline. The roof shall have a pitch of no less than 25 degrees.
- 1.6. Any dwellinghouse greater in height than a single storey house and single storey appurtenances, PROVIDED HOWEVER, this provision shall not apply to Lots 55, 60, 61, 62, 63, 65, 67, 68, & 94
- 1.7. Any dwellinghouse on sections of 1,000m² and above, having a floor area of less than 230m², (including garage) under one roof.
- 1.8. Any dwellinghouse on sections of 900m² - 999m², having a floor area of less than 200m² (including garage) under one roof.
- 1.9. Any dwellinghouse on sections of 750m² to 899m², having a floor area of less than 185m² (including garage) under one roof.
- 1.10. Any dwellinghouse on sections 600m² to 749m², having a floor area of less than 170m² (including garage) under one roof.

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Annexure Schedule

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1.11 Any dwellinghouse on sections below 600m², having floor area of less than 150m² (including garage) under one roof.

1.12 Any dwellinghouse with garage facilities for less than 2 vehicles.

2. The Grantee shall not:

2.1 Leave the outside of any dwellinghouse unfinished, or any exterior walls or doors unpainted or unstained except where cedar cladding or decorative brick/stone are used.

2.2 Permit any free standing or independent garage or utility buildings which do not contain similar exterior cladding, finishes and design as the dwelling PROVIDED THAT this clause shall not prohibit the use of small buildings for uses including garden sheds, glasshouses, wood sheds, shade houses and similar.

2.3 Permit the use of temporary structures, building sheds or shipping containers on the said land for a period longer than nine months from the issue of the building consent for a dwellinghouse.

2.4 Permit any dwellinghouse to be occupied for more than six (6) calendar months unless all driveways, paths and fences are completed in permanent materials and all unpaved areas are properly grassed or landscaped.

2.5 Use the land as a residence before a building has been substantially completed in accordance with the terms of this covenant and the requirements of the Selwyn District Council.

2.6 Permit any rubbish, noxious substances, noxious livestock, and/or birds or animals likely to cause nuisance or annoyance to the neighbouring occupiers, to accumulate and/or be placed upon the land, or permit grass and/or weeds to grow to such height so as to become unsightly.

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Annexure Schedule

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(Continue in additional Annexure Schedule, if required.)

- 2.7 Permit any dog or other pet to be kept in or about the land which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision and in particular without otherwise limiting this restriction not to keep on or about the property any dogs which are generally regarded as dangerous by way of example but not limited to Pit Bull Terrier, Rottweiler or Doberman Pinscher. The keeping of pigeons is expressly prohibited.
- 2.8 Carry out landscaping on the local authority owned road frontage, other than in accordance with the landscaping plan prepared by the Grantor and carried out as part of the subdivision which created title to the said land. The Grantee shall keep and maintain such local authority owned road frontage (including landscaping) in a neat and tidy condition from the possession date. "Frontage" means any boundary shared with road or reserve.
- 2.9 Remove any tree or shrub from the frontage of the property without the prior written consent of the Grantor.
- 2.10 Damage any kerb, grass berm, footpath, tree or shrub contained within any road or reserve and shall ensure that all contractors access the land over the prescribed access driveway. If any damage occurs at or to the frontage of the land the Grantee shall be responsible for the cost of rectifying any damage.
- 2.11 Construct any clothes line in such a way as to be highly visible from any road in the subdivision, nor to construct any letterbox which is not aesthetically sensitive in terms of design or location.
- 2.12 Permit 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 Grantor.

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(Continue in additional Annexure Schedule, if required.)

2.13 Erect on the land any ham radio type mast, aerial or similar.

3. The Grantee will not call upon the Grantor 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 Grantor provided that this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.

4. The abovementioned covenants shall apply until 31 December 2014 for the benefit of all the Lots set out in Schedule A with the exception of Clauses 2.7 to 2.13 ~~2.14~~ (inclusive) which shall apply forever. Any person having the benefit of these covenants shall be entitled, in the event of any default, breach or non-observance of anyone or more of them without having to establish that any loss has been or will be suffered, to either an immediate injunction prohibiting such use or an order that such breach be remedied forthwith notwithstanding that such an order may necessitate the demolition either in whole or in part of any structure/building or the closure of any business.

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