

Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 19

Land registration district

SOUTH AUCKLAND



EI 7668928.9 Easement I

Cpy - 01/01, Pgs - 008, 21/12/07, 08:15



DocID: 313038432

Grantor

Surname(s) must be underlined or in CAPITALS.

GIBSON & DAY LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

GIBSON & DAY 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 28 day of November 2007

Attestation

Signed by Gibson & Day Limited by its directors

R J Overington

L Bowman

Signature [common seal] of Grantor

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signed by Gibson & Day Limited by its directors

R J Overington

L Bowman

Signature [common seal] of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

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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pages

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)
Restrictive Covenants	Lots 1, 2, 3 and 14 on DP 363632	258752, 258753, 258754, 258755	258752, 258753, 258754, 258755, 258756 and 258757

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.)

The Grantor for itself and its successors in title in Certificates of Title 258752-258755 (South Auckland Registry) inclusive hereby covenants and agrees with itself as Grantee for itself and its successors in title that the following covenants will bind all the land currently contained in Certificates of Title 258752-258755 inclusive and that those covenants may be enforced by all or any of the owners of the land currently contained in Certificates of Title 258752-258755 inclusive and 258756 and 258757.

Covenants:

1. Definitions and Interpretation

1.1 In this Instrument

"Grantee" means the registered proprietors from time to time of Certificates of Title 258752-258757 (South Auckland Registry) inclusive;

"Instrument" means this easement instrument;

"Lot 1" means Lot 1 Deposited Plan 363632 Certificate of Title 258752;

"Lot 2" means Lot 2 Deposited Plan 363632 Certificate of title 258753;

"Lot 3" means Lot 3 Deposited Plan 363632 Certificate of Title 258754;

"Lot 14" means Lot 14 Deposited Plan 363632 Certificate of Title 258755;

"Lot 18" means Lot 18 Deposited Plan 363632 Certificate of Title 258756 or any title created from a subdivision of that title;

"Lot 19" means Lot 19 Deposited Plan 363632 Certificate of Title 258757 or any title created from a subdivision of that title;

"Management Company" means the company appointed pursuant to clause 3 of this Instrument;

"New Lot" means any title created from a subdivision of Lots 18 and 19 (South Auckland Registry);

"Property Manager" means the appointee of Gibson & Day pursuant to clause 4 of this Instrument;

"Gibson & Day" means Gibson & Day Limited at Whakatane but not its successors in title.

1.2 Interpretation

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.)

- (a) In this Instrument words and expressions denoting the singular shall include the plural;
- (b) The Grantor and the Grantee include the successors and assigns of the Grantor and Grantee;
- (c) The covenants set out in this Instrument shall cease to bind the Grantor when it ceases to hold a fee simple estate in the Land, but without prejudice to its liability for any breach of covenant under this Instrument arising before it ceases to hold that estate;
- (d) The Grantee shall not be required to or obliged to enforce all or any of the covenants contained in this Instrument, nor be liable to the Grantor for any breach.

2. Building Covenants

2.1 The Grantor shall:

- (a) Not erect or place or permit to be erected or placed on Lot 1, Lot 2, Lot 3 or Lot 14 any more than one dwelling house on each Lot, such dwelling house
 - (i) to contain a minimum of 125 square metres of inhabitable area exclusive of decks, porches, garages and carports; unless prior written approval of the Grantee is obtained;
 - (ii) which has an associated garage, shed or accessory building having an area greater than 75 square metres;
 - (iii) to be no more than two conventional storeys in height or a maximum of 8.0 metres above the building platform on the designated house site and which will blend into the profile of the surrounding bush and other natural topography. Notwithstanding the foregoing the maximum height for a dwelling on Lot 1 shall be 28.00 metres in terms of Moturiki Datum and on Lot 2 shall be 27.50 metres in terms of Moturiki Datum;
- (b) not use Lots 1, 2, 3 and 14 for any purpose other than residential;
- (c) without prejudice to the generality of the foregoing, not to place or erect on Lots 1, 2, 3 and 14 any building other than a new building excepting temporary structures required in connection with the erection of approved permanent buildings and which will be removed upon completion of those permanent buildings;
- (d) use only roof claddings made of steel (corrugated or tray), cedar shingles, slate, tiles or other such materials which are consistent with the restriction on roof colours referred to in the following clause;

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Annexure Schedule



Insert type of instrument

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

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(Continue in additional Annexure Schedule, if required.)

- (e) use only wall materials of natural timber or natural stone or other material painted or finished in visually muted recessive colours generally in accordance with the following B55252 colour codes:

for Walls – B17 to B25

for Roofs – A11 to A14, B25 to B29 and C40, or a combination of the above previously approved by the Whakatane District Council;
- (f) use the same external material on all buildings and structures within any Lot so that all ancillary buildings shall have the same external materials and colours as the dwelling house on that Lot;
- (g) place all dwellings within the designated building platforms;
- (h) not remove any vegetation within the designated vegetation protection areas unless such vegetation is within 20 metres of the foundations of an approved building on the designated building platform;
- (i) not place any relocatable buildings on Lots 1, 2, 3 and 14 without the prior written approval of Gibson & Day.
- (j) not permit or suffer any building in the course of erection to be left without substantial work being carried out thereon for a period exceeding three months and not delay or permit the delaying of completion or construction of any such building longer than nine months from the date of commencement of work;
- (k) not to erect any improvements on any area on Lots 1, 2, 3 and 14 designated;
- (l) not permit or suffer any rubbish to accumulate or be placed upon Lots 1, 2, 3 and 14 derelict vehicles, building materials and inorganic items or allow any excessive growth of grass so that the same shall become odorous or unsightly;
- (m) not after receipt of written notice from the Grantee, or Gibson & Day, proceed further with nor permit to remain on Lots 1, 2, 3 and 14 any building structure or improvement erected or repaired or completed in breach or non observance of the covenants hereinbefore set out;
- (n) not to commence erection or construction or permit or suffer to be erected or constructed any buildings or other improvements on Lots 1, 2, 3 and 14 including fences without having first obtained the written approval of Gibson & Day to the Grantee's plans and specifications and exterior design and appearance of the Grantee's proposed new building or other improvements to Lots 1, 2, 3 and 14 including landscaping and the written approval of Gibson & Day to the Grantee's nominated builder(s), and following such approvals will not make any change to the

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Annexure Schedule



Insert type of instrument
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(Continue in additional Annexure Schedule, if required.)

plans and specifications or to the exterior design or appearance of the new buildings or other improvements, or the builder, without first obtaining a further approval from Gibson & Day.

2.2 Any consents from Gibson & Day required herein shall not be unreasonably withheld.

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Land Transfer Act 1952 section 238(2)



Easement

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**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

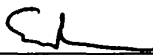
I, Erin Lousie Jessie Price, Quality Assurance Officer, of Auckland, New Zealand,
Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:

North Auckland as instrument No. 6508607.1
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland

DATED: 07 November 2007



Erin Lousie Jessie Price