

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

Land registration district

CANTERBURY



EI 6060639.6 Easement I

Cpy - 01/01, Pgs - 006, 29/06/04, 13:24



DocID: 21116777

Grantor

Surname(s) must

John Anthony WHEELANS and Kevin Michael O'DONNELL

Grantee

Surname(s) must be underlined or in CAPITALS.

John Anthony WHEELANS and Kevin Michael O'DONNELL

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 25th day of June, 2004

Attestation

| | |
|------------------------------------|---|
| | Signed in my presence by the Grantor |
| | |
| Signature [common seal] of Grantor | Signature of witness |
| | Witness to complete in BLOCK letters (unless legibly printed) |
| | Witness name Elizabeth Neazor-Wolm |
| | Occupation Solicitor |
| Address | Christchurch |

| | |
|------------------------------------|---|
| | Signed in my presence by the Grantee |
| | |
| Signature [common seal] of Grantee | Signature of witness |
| | Witness to complete in BLOCK letters (unless legibly printed) |
| | Witness name Elizabeth Neazor-Wolm |
| | Occupation Solicitor |
| Address | Christchurch |

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

25 June 2004

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of

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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) |
|--|------------------------|--|--|
| Land covenants | | Lots 1 – 25 inclusive on D P 336897, Certificates of Title 150961-150985 inclusive | Lots 1 – 25 inclusive on D P 336897, Certificates of Title 150961-150985 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] [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 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

[Handwritten signatures and initials]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 25 June 2004

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(Continue in additional Annexure Schedule, if required.)

Creation of Land Covenant

The Transferee for themselves and their successors in title covenant and agree with the Transferor and their successors in title for the benefit and each and all of Lots 1-25 inclusive on Deposited Plan 336897 (collectively called "the Benefiting Lots") that:

1. The Transferee will at all times observe and perform all the covenants contained in this instrument to the intent that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the registered proprietors of the Benefiting Lots provided that the Transferee will be liable only for breaches of the covenants contained in this instrument which occur whilst the Transferee is the registered proprietor of the land or any part of the land;
2. If there should be any breach or non observance on the Transferee's part of any of the covenants contained in this instrument and without prejudice to any other liability which the Transferee may have to the Transferor or any person or persons having the benefit of these covenants the Transferee will upon a determination being made by a Court of competent jurisdiction that there has been such a breach or non-observance:
 - 2.1 Pay to the person making such demand as liquidated damages the sum of \$100.00 per day for every day such breach or non observance of the covenants contained in this instrument continues after the date upon which the determination has been made; or
 - 2.2 Remove or cause to be removed from the land any dwellinghouse, garage, building, fence or other structure erected or placed on the land in breach or non-observance of the covenants contained in this instrument; or
 - 2.3 Replace any building materials used in breach or non-observance of the covenants in contained in this instrument;
3. The Transferee will at all times indemnify and keep the Transferor indemnified from all losses, costs, claims and demands in respect of any breach or non observance by the Transferee of the covenants contained in this instrument; and
4. The Transferee will not call upon the Transferor to pay for or contribute towards the costs of erection or maintenance of any boundary fence between the land and any adjoining land of the Transferor provided that this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land

AND in consideration of the above covenants the Transferor covenants and agrees with the Transferee to obtain from each and every Transferee of the Benefiting 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.

Annexure Schedule



Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated 25 June 2002

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(Continue in additional Annexure Schedule, if required.)

Terms of Land Covenant

The Transferee covenants with the Transferor as follows:

1. That the Transferee and their successors and assigns **SHALL**:
 - (a) Not erect or permit to be erected on the land any building in other than new materials (except secondhand bricks or natural stone which may be allowed at the Transferor's discretion for exterior cladding).
 - (b) Not construct any building on the land with an external cladding (except for the cladding of soffits or gable ends) of unrelieved flat sheet fibrolite, hardiflex, galvanised steel or similar materials.
 - (c) Not 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.
 - (d) Not erect any fence along the legal road boundary and shall ensure that any fence erected within the front yard of the dwelling house is sited a minimum distance of 1.0 metre back from the legal street boundary and that the area between the boundary and fence is landscaped generally in accordance with the indicative plans provided by the Transferor. This provision shall not apply to the east boundary of Lot 25. The front fence shall not be constructed of roughsawn palings.
 - (e) Not erect or permit to be erected on the land any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron, or metal sheeting, and shall not permit any fence to be erected within three metres of a road to exceed 1.5 metres in height.
 - (f) Not use as a roofing material any material other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel) or pre-painted long-run pressed steel, or exterior cladding of material other than clay brick, stained or painted weatherboard, stone, concrete block, masonry, stucco, solid plaster or glazing or a combination of the above.
 - (g) Not permit or suffer the said land to be occupied or used as a residence either by the erection of temporary structures or the placing thereon of caravans and/or vehicles used for human habitation.
 - (h) Not 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 Christchurch City Council.
 - (i) Not erect or permit to be erected on the land any dwelling which has a closed-in floor area of less than 140 square metres.
 - (j) Not erect a garaging facility that is not attached to the dwelling and included in the same roofline.
 - (k) Not erect or permit to be erected on any lot a dwelling greater in height than a single storey house and single storey appurtenance, provided however that this provision shall not apply to Lots 5, 17 and 25.
 - (l) Not permit or suffer any rubbish, noxious substances, noxious livestock and/or birds or animals

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

Easement

Dated 25 June 2002

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(Continue in additional Annexure Schedule, if required.)

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.

- (m) Not suffer any dog or other pet to be kept in or about the property which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the sub-division and in particular without otherwise limiting this restriction nor to keep on or about the property any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler or Doberman Pinscher. The keeping of pigeons and peacocks is expressly prohibited.
- (n) 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 Transferor.
- (o) Not permit the 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.
- (p) Not plant or allow to be planted any of the following species of trees:- Pinus Radiata (Insignis), Muricata, Ponderosa, Contorta and Cedus Macrocarpa Douglas Fir (Oregon Pine).
- (r) Ensure that all building plans, including site plans, specifications, fencing and builder are submitted to the Transferor for approval prior to any building commencing. Sole discretion lies with the Transferor in approving building plans, specifications and fencing. This provision shall no longer apply on the issue of a Code Compliance Certificate for the first dwelling built on each individual lot.

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 - Consent Form

Land Transfer Act 1952 section 238(2)



Insert type of instrument
"Caveat", "Mortgage" etc

Mortgagee

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Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

MUTUAL CREDIT FINANCE LIMITED

Mortgage under Mortgage No 5848366.1

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section _____ of the _____ Act _____]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the registration of the within land covenant.

Dated this 25th day of June 2004

Attestation

[Handwritten signature] DIRECTOR
[Handwritten signature] DIRECTOR

Signed in my presence by the Consentor *by its DIRECTORS*

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.