

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

EI 6462949.8 Easemen

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DocID: 411331693

Land registration district

Wellington

Grantor

Surname(s) must be underlined.

DUNSTAN PROPERTY DEVELOPMENTS LIMITED

Grantee

Surname(s) must be underlined.

DUNSTAN PROPERTY 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 15th day of June 20 05

Attestation

Dunstan property developments Ltd By its sole director. <i>[Signature]</i> Signature [common seal] of Grantor	Signed in my presence by the Grantor <i>[Signature]</i> Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Jane Maree Stevenson Solicitor Occupation WELLINGTON Address
	Signed in my presence by the Grantee <i>[Signature]</i> Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Jane Maree Stevenson Solicitor Occupation WELLINGTON Address

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

[Signature]
[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 Covenant	Deposited Plan 342527	Certificates of Title 174642 to 174662 (both inclusive)	Certificates of Title 174642 to 174662 (both 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

RM 

Annexure Schedule

Insert type of instrument

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

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2

It is intended that the land in Certificates of Title 174642 to 174662 (both inclusive) ("Lots") shall be subject in perpetuity to and shall have the benefit of certain covenants as set forth in this instrument TO THE INTENT that each of the Lots ("the servient lots") shall be bound by the stipulations and restrictions for the benefit of each of the other Lots ("the dominant lots") and that the owners and occupiers for the time being of any of the dominant lots may enforce the observance of such stipulations and restrictions against the owner and occupier for the time being of any of the servient lots.

As incidental to the within instrument, the Grantor hereby covenants with the Grantee to the end and the intent that each of the servient lots shall be subject to the covenants hereafter set forth for the benefit of the dominant lots and that any of the owners and occupiers for the time being of the dominant lots may enforce the observance of such stipulations and restrictions against any of the owners for the time being of the servient lots PROVIDED ALWAYS that the owners of the servient lots shall as regards the stipulations and restrictions be personally liable only in respect of breaches thereof which shall occur while they are registered as proprietors of the servient lots in respect of which any such breach shall occur (or alleged to occur).

- (i) All plans and specifications proposed for any dwelling house to be erected on any lot of this subdivision must first be approved by the registered proprietor and the endorsement on the plans and specifications must be given by Dunstan Property Developments Limited before a permit is sought from the Local Authority. Dunstan Property Developments Limited may refuse to approve any plans or specifications without giving any reason for such refusal, which will be solely at their discretion.
- (ii) No garage or carport if not included in any dwelling shall be erected on any lot in any materials of a lesser quality than those utilised for the dwelling and shall conform in design and cladding with the dwelling house and no garage or carport shall be erected on any lot closer to the street frontage than the front line of the dwelling erected on any lot.
- (iii) No transportable or relocatable dwelling house shall be permitted to be placed or erected on any lot.
- (iv) Except when building operations are in progress no trade vehicles, trade equipment or materials, debris, rubbish or vehicle of any unsightly nature shall be allowed or suffer to be brought on or remain on the said lots unless the same is adequately garaged or screened to prevent offence to any adjoining lot and to preserve the amenities of the neighbourhood.
- (v) During building operations, trades people must bring all material on to the given lot by way of that said lot and at no time should any adjoining lot be disturbed or used. Any purchaser from Dunstan Property Developments Limited employing trades people will be responsible for any damage that occurs to any neighbouring lot.
- (vi) All vacant lots shall be kept in a mown and tidy state and no noxious weeds shall be allowed to develop.

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

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(Continue in additional Annexure Schedule, if required.)

- (vii) No buildings may be constructed or used for commercial or industrial use unless such use is a predominant use under the code of ordinances of the Kapiti Coast District Council for such lot.
- (viii) The exterior and interior of the house to be erected on any site must be completed to code compliance standard prior to occupancy; including installation of interior drapes, blinds and/or curtains and any fences, drives and pathways. All exterior materials are first to be approved by Dunstan Property Developments Limited who acknowledges that concrete, cobblestones, tar-seal and hot-mix are in compliance with this covenant.
- (ix) No lots shall be further subdivided before the expiration of ten years from the date of issue of title without prior approval of Dunstan Property Developments Limited which may be refused without giving any reason for such refusal, being solely at the discretion of Dunstan Property Developments Limited but this covenant does not include boundary adjustments or amalgamations which must be first approved by Dunstan Property Developments Limited.
- (x) No boundary fence shall be constructed in material other than permanent materials of wood, concrete, stone or brick and texture coating and the maximum height and placement of any such fence shall not exceed 1 metre where front yard fencing and side boundary fences shall be erected on any lot closer to the street frontage than the front line of the dwelling erected on any lot and built within 4.5 metres of the road frontage, and shall compliment the design and cladding of the dwelling house PROVIDED HOWEVER that where fencing is part of an architectural plan and design for a dwelling house to be erected on any lot and approval is given by Dunstan Property Developments Limited then and only in such cases there may be variation from this covenant.
- (xi) No advertising billboards or signage shall be erected on or around any lots without the written consent of Dunstan Property Developments Limited.
- (xii) In respect of each servient lot the Purchasers from Dunstan Property Developments Limited thereto must within nine months of settlement of the purchase of that lot, or within such other date as Dunstan Property Developments Limited may determine, erect on the said lot a dwelling in accordance with the terms and conditions contained in this restrictive covenant. Failure to do so shall entitle Dunstan Property Developments Limited to acquire from the Purchaser the lot so purchased at the original purchase price less 20% PROVIDED HOWEVER that in the event of the Purchaser seeking an extension of time for compliance or observance of the covenants contained in this particular clause, Dunstan Property Developments Limited may grant such extensions as are deemed appropriate and on such terms as they deem appropriate, which may include the payment of interest.
- (xiii) No Purchaser shall sell any lot undeveloped, that is to say without having erected thereon a dwelling that complies with this covenant, without having first had and obtained the consent of Dunstan Property Developments Limited

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