

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

**EI 7420473.6 Easement**

Cpy - 01/01, Pgs - 006, 14/08/07, 15:45



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Land registration district

**SOUTH AUCKLAND**

Grantor

Surname(s) must be underlined or in CAPITALS.

**Beverley Ann Caroline McKENZIE**

Grantee

Surname(s) must be underlined or in CAPITALS.

**Beverley Ann Caroline McKENZIE**

**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 19<sup>th</sup> day of April 2007

**Attestation**

	<p><b>Signed in my presence by the Grantor</b></p> <p></p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <b>TULIE ANN SCOTT</b></p> <p>Occupation <b>SECONDARY TEACHER.</b></p> <p>Address <b>51A KOPPEN'S ROAD; TAMAHERE HAMILTON.</b></p>
	<p>Signature [common seal] of Grantor</p>

	<p><b>Signed in my presence by the Grantee</b></p> <p></p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <b>TULIE ANN SCOTT</b></p> <p>Occupation <b>SECONDARY TEACHER.</b></p> <p>Address <b>51A KOPPEN'S ROAD, TAMAHERE HAMILTON.</b></p>
	<p>Signature [common seal] of Grantee</p>

**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

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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 (as set out in Annexure Schedule 2)		313515 to 313518 (inclusive)	313515 TO 313518 (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**


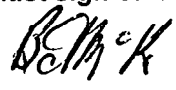
Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.

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.)

**Annexure Schedule 2**

The Grantee and Grantor acknowledge and agree that the property forms part of a development to be established as a modern and well designed rural subdivision. The Grantee and Grantor therefore agree that Lots 1 and 3 forming part of the plan of subdivision will be subject to the following building and land covenants. The benefit of the building and land covenants shall be in favour of Lots 1, 2, 3 and 4.

In recognition of these objectives and for the benefit of Lots 1, 2, 3 and 4 comprised in the Grantee's subdivision the Grantor agrees with the Grantee and such other person or persons as are nominated by the Grantee as follows:

- (a) Not to use the property or permit the property to be used for any trading or commercial purposes (including use as a brothel) other than horticultural, agricultural or pastoral production excluding animal feed lots, beehives, wintering barns, poultry farming, fitch farming, pig farming, boarding and breeding kennels and greyhound training grounds and at all times not to allow any goats, poultry or pigs to be kept on the property and not to allow more than two dogs to be kept on the property at any one time.
- (b) Not to allow any form of shooting or rifle sports or other noisome recreational activity.
- (c) Not to erect any fence or hedge or shelter belt exceeding 1.8 metres in height above the natural ground level on the boundaries of any property provided however that this clause shall not be construed to prevent the erection of tennis court surround netting or swimming pool tubular or bar fencing panels on the property.
- (d) Shall ensure that the property at all times is adequately fenced to prevent stock escaping from the property and/or damaging any of the trees located on it.
- (e) No dwelling with a floor area of less than 200 metres square (excluding garage, carport and decking) shall be erected and it shall be constructed to a shape other than a simple rectangle containing at least one roof break or full valley in the roof.
- (f) A minimum of 80% of the exterior cladding of the dwelling must consist of any of the following materials: kiln fired or concrete brick, stucco textured finish, stone, or pre-finished metal, weatherboard (including Hardi products) weatherboard bonded to solid timber boards, (ie Lockwood type construction). Any dwelling whose exterior finish is in the form of flat cladding, concrete block, poured concrete or similar shall have textured the surface of the same in such a manner so to fully cover the base material.
- (g) Not to use any metal clad roof or walls that do not comprise colour steel or which have not been prepainted or covered with a surface coating of similar quality.
- (h) Not to build on the property any building that does not include an attached or separate fully enclosed garage, such garage to be constructed and completed at the same time as the construction and completion of the dwelling in similar materials as the dwelling.
- (i) No work for the erection of improvements whether the same be for buildings accessory buildings or fences and this shall also include exterior finishes and excavation of foundations upon the property shall be commenced unless plans and specifications and all other details of construction and finish as the Grantee at the Grantee's absolute discretion may require have first been submitted to the Grantee and have received the Grantee's written approval which approval shall not be unreasonably withheld where the dwelling complies with the terms of clauses (e) (f) (g) and (h) hereof and the Grantor shall not erect or

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.)*

permit to be erected any improvement upon the property not first approved by the Grantee in terms of this clause.

- (j) The Grantee may waive the requirements of clauses (e), (f) (g) and (h) if the dwelling house is architecturally designed to a standard acceptable to the Grantee in its sole discretion. In exercising its discretion, the Grantee will ensure that the dwelling house is in keeping with the standards of dwelling houses built in a modern, well designed, rural subdivisions.
- (k) Any dwelling will be completed within twelve months of laying down the foundations for such dwelling and no dwelling once under construction shall be left without substantial work being carried out for a period exceeding three months.
- (l) No dwelling other than a new residential home and one shed shall be erected, or if a relocatable home it shall only be a show home which has not been previously lived in. Any shed which is not constructed of the same materials as the dwelling house or not annexed to the dwelling house shall not exceed 2 metres in height plus the gable above the natural ground level of the property and shall not have a floor area exceeding 20 metres square.
- (m) Not to bring on to or allow to remain on the property any temporary dwelling, caravan, trade vehicle or other equipment, material or machinery which in the Grantee's reasonable opinion is unsightly unless garaged or screened or which generates noise reasonably likely to cause offence to residents in the area except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of the work.
- (n) The Grantor will keep the land in a neat and tidy condition and shall not permit excessive growth of grass so that it becomes long and unsightly.
- (o) Not to permit or cause any advertisement, sign or hoarding of a commercial nature to be erected on any part of the property.
- (p) Clotheslines are to be away from the road or right of way access and obscured from sight of the road or right of way access.
- (q) Not to develop, farm, cultivate or otherwise use the property except in accordance with the best husbandlike farming practices and at all times clear and keep clear the property from all noxious weeds, rabbits, vermin and other pests as may be damaging to pastures or crops and duly and punctually comply with the provisions of the Fencing Act 1978, the Biosecurity Act 1993, the Plants Act 1970, the Local Government Acts 1974 and 2004 and the Resource Management Act 1991, the Regional Plan and the Relevant District Plan and all amendments thereto and all notices or demands lawfully given or made by any person in pursuance thereof. The Grantor expressly acknowledges that the property is located in a rural area and that accordingly there will be noises and activities associated with the day to day functioning and operation of a working farm. The Grantor undertakes that they will not bring any action under the Resource Management Act 1991 or the Local Government Acts 1974 and 2002 or any other associated Act to inhibit or prevent the day to day farming activities.
- (r) Not to permit the property to be occupied or used as a residence unless the buildings on the property have been substantially completed in accordance with these covenants and the buildings meet the requirements of the local authority.
- (s) Not to install or permit the installation of any water tank or reservoir other than in the ground, with a maximum height of one (1) metre visible above the ground.

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*Gas. Bellinck*

**Annexure Schedule**



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

(t) That if the property is subdivided then each and every parcel of land resulting from such subdivision shall be subject to the same stipulations and restrictions as are contained in these covenants AND FURTHER the Grantor covenants with the Grantee and each registered proprietor for the time being of each of the subdivisional lots that the Grantor shall obtain from the Grantor of each of the said parcels of land resulting from such subdivision the same stipulations and restrictions as are contained in these covenants TO THE INTENT that the same subdivisional standards intended by the Grantee herein are preserved.

AND THE GRANTOR further covenants with the Grantee for themselves, their executors, administrators and assigns that if they should fail to comply with or complete any obligation or restriction contained herein and such breach is not remedied within 20 working days of the Grantor receiving written notice of their failure to comply then without prejudice to any other liability the Grantor may have to the Grantee the Grantor will pay to the Grantee the sum of \$50,000.00 immediately upon receipt of written demand for the same by the Grantee or the Grantees solicitors.

AND TO THAT END AND INTENT the Grantee hereby covenants with the Grantor that it will while it owns sections in the subdivision do all things necessary to ensure compliance with the aforesaid intention.

THE RIGHTS AND OBLIGATIONS of the Grantee to enforce the foregoing covenants shall terminate six calendar months from the date on which the Grantee ceases to be the owner of Lots 1, 2 or 3 and from that date the right to enforce the covenants shall (in accordance with normal legal principles) vest in the owners of the lot which obtained benefits from the said covenants.

These covenants shall enure for a period of 50 years from 1 March 2007 to expire on 28 February 2057.

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