

**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 6734822.14 Easeme**

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Grantor

Surname(s)


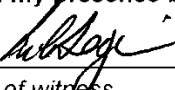
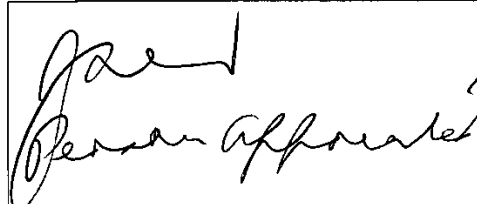
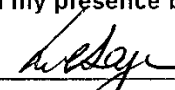
**BRIAN GILLMAN LIMITED**

Grantee

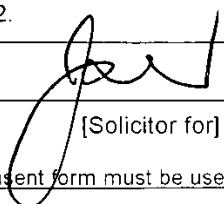
Surname(s) must be underlined.**BRIAN GILLMAN LIMITED**Grant\* of easement or *profit à prendre* or creation or covenant

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 27 day of January 20 06**Attestation**

 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      Margaret Anne Seguin Occupation          Secretary Christchurch Address
 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      Margaret Anne Seguin Occupation          Secretary Christchurch 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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**Schedule A**

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) D.P. 364100	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenants	N.A.	Lots 26-32 and 34-66 CTs 260773-260812	260773-260812

**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 2**

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

Easement Instrument

Dated 27 January 2006

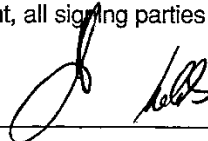
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(Continue in additional Annexure Schedule, if required.)

**A The Grantor shall not:**

1. Permit any works to be carried out on the land (including site preparation) prior to the erection and completion of all side and rear boundary fences in accordance with Clause 11 below. The berm and kerb crossing up to and including road metalling must be completed prior to construction of the dwelling.
2. Permit the land to be occupied or used as a residence either prior to the dwelling being completed (including driveways, pathways, letterbox, landscaping and seeding of lawns visible from the road boundary frontage) and a Code Compliance Certificate has been issued by the Selwyn District Council or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles used for human habitation.
3. Erect or permit to be erected or placed on the land any dwellinghouse:
  - (a) on lots of 750m<sup>2</sup> or more having a floor area of less than 220m<sup>2</sup> (including garage) under one roof;
  - (b) on lots of 700m<sup>2</sup> to 749m<sup>2</sup>, having a floor area of less than 200m<sup>2</sup> (including garage) under one roof;
  - (c) on lots of 600m<sup>2</sup> to 699m<sup>2</sup>, having a floor area of less than 190m<sup>2</sup> (including garage) under one roof;
  - (d) on lots of 550m<sup>2</sup> to 599m<sup>2</sup>, having a floor area of less than 180m<sup>2</sup> (including garage) under one roof;
  - (e) on lots of 500m<sup>2</sup> to 549m<sup>2</sup>, having a floor area of less than 170m<sup>2</sup> (including garage) under one roof;
  - (f) on lots of 499m<sup>2</sup> or less having a floor area of less than 160m<sup>2</sup> (including garage) under one roof;

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 2**

Insert type of instrument

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

Easement Instrument

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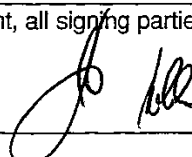
(Continue in additional Annexure Schedule, if required.)

- (g) with garage facilities for less than two vehicles (minimum floor area of 30m<sup>2</sup>);
- (h) greater than two storeys on Lots 28, 33, 40, 41, 50 and 53 (optional single or two-storey lots);
- (i) less than two storeys on Lots 47, 61 and 66 (mandatory two-storey lots as a minimum);
- (j) greater than one storey on all Lots except for those listed in Clauses 3 (h) and 3 (i) above;
- (k) erect any building within 5.0m of Lot 12 D.P. 78578 (Millstream Drive).

Floor area measurements referred to in this Clause shall be based on the outside slab dimensions. The Lot areas stated are net areas exclusive of the area of access lots, rights of way or driveways shared with any other Lot or any area that is not zoned for residential purposes.

- 4. Further subdivide or build more than one dwelling unit on any Lot. This Clause shall expire and be of no further effect on 31 December 2010.
- 5. Use as a roofing material anything other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted /Zincalume long-run pressed steel with less than a 28 degree roof pitch. The Grantee shall have the right to approve alternative roofing materials and roof pitch to those specified if in its opinion those materials and roof pitch will not adversely affect the development. This Clause shall expire and be of no further effect on 31 December 2010.
- 6. Use as exterior cladding material other than clay brick, recycled brick, stained or painted weatherboard, painted concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above. The Grantee shall have the right to approve alternative exterior cladding materials to those specified if in its opinion those materials will not adversely affect the development. This Clause shall expire and be of no further effect on 31 December 2010.

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LINCLOV

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

**Annexure Schedule 2**

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

Easement Instrument

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(Continue in additional Annexure Schedule, if required.)

7. Erect any building other than a dwellinghouse and ancillary buildings in accordance with plans (including site plan, landscape plan, letterbox plan and external colour scheme) which have been approved by the Grantee in its sole discretion prior to the commencement of building. In considering plans for approval the Grantee shall take into account architectural merit, colours and visual appearance. This Clause shall expire and be of no further effect on 31 December 2010.
8. Construct a driveway of materials other than fixed solid materials such as coloured stamped/stencilled or exposed aggregate concrete, asphaltic concrete, concrete cobblestones or pavers or similar. The maximum width of the road crossing shall be 4.5 metres and should be offset 0.75 metres from the side boundary to allow for landscaping. Such driveway is to be completed in accordance with Clause 2 hereof. Where a swale or other feature exists between the road and the lot, the driveway crossing the swale shall be constructed in the location, manner and form directed by the Grantee and/or the Selwyn District Council. Where the Grantee has constructed a sealed driveway to the Lot this access point must be used by the Grantor as the primary driveway entry. This entry point may not be removed or relocated prior to 31 December 2010.
9. Attach to the front (or the side within ten metres of the road boundary) of the dwelling house, garage or other structure any fixture including but not limited to television or radio aerials, satellite dishes and/or solar panels that in the Grantee's sole discretion are obtrusive.
10. Permit storage of gas or the installation of control equipment for gas or meter boxes visible on the road front elevation of the dwelling.
11. Erect or permit to be erected on the land any fence or boundary wall:
  - (a) within 3.0 metres of the legal road boundary except on lots fronting an access lot or right of way or lots which have frontage to two public roads where fencing on the secondary road frontage may be permitted on the boundary. Street front fencing on such lots shall be of similar materials to the dwelling and may include "piers" with infill timber panels. Where the secondary road frontage is fenced on the boundary, such fencing shall be finished at least 1.0 metre behind the main building line. All road frontage and access lot/right of way frontage fence designs shall be consistent with the design and exterior

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*(Continue in additional Annexure Schedule, if required.)*

materials of the dwelling. Approval of fence design may be declined in the Grantee's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision. The Grantee retains the right to approve fencing within 3 metres of the legal road frontage due to the irregular shape, size or orientation of the lot.

- (b) on boundaries fronting a public reserve or waterway that has not received specific design approval of the Grantee. Approval of fence design may be declined at the Grantee's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision or neighbouring amenity. Fencing fronting public reserves shall be of "open" style for a minimum of 50% of the reserve boundary.
- (c) on the internal boundaries of a height greater than 2m above the surrounding finished ground level and of materials other than new timber. All internal boundary fences shall be constructed in the form of a paling fence with timber palings on the same side of the rails as the posts and timber capping unless otherwise approved by the Grantee.

However the Grantee retains the right at all times to erect boundary fencing on the main road boundary of any lot where access is restricted by a link strip or other device as shown on the Subdivision Application Plan and any right of way boundary of any lot.

- 12. Cause any damage to landscaping, irrigation, berms and kerbs contained within the legal road reserve either in front of or adjacent to the lot. Should damage occur, the Grantor shall immediately repair such damage. If such damage is not immediately repaired, the Grantee shall have the right to rectify such damage with reasonable costs being passed on to the Grantor.
- 13. Remove or relocate any tree or shrub from the property that is within 2.0 metres of the legal road frontage without the prior written consent of the Grantee. This Clause shall expire and be of no further effect on 31 December 2010.
- 14. Permit any rubbish including builders' waste materials to accumulate or to be placed upon the land or permit grass or weeds to grow to a height exceeding 150mm. The Grantee shall have the right to remove any building materials from the site or any

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adjoining site that in its sole discretion may be detrimental to the subdivision with reasonable costs to be met by the Grantor.

15. Permit the erection of any sign on the property other than a professionally signwritten and installed sign marketing the dwelling or section for sale. The erection of signage indicating a business will only be permitted by the Grantee if such signage is acceptable in the sole discretion of the Grantee and prior written consent is obtained. The Grantee shall have the right to remove any sign which in its sole discretion is unacceptable without prior warning.

**B**

1. In the event that the Grantor disagrees with an exercise of discretion by the Grantee under clause 7 above then the matter shall be referred to an architect nominated by the Grantee. The consent of the Grantee shall be deemed to be given if such Architect certifies that the proposed buildings and improvements on the land are appropriate and suitable for a high quality residential subdivision and will not have any adverse effect on the other lots.
2. The Grantee shall not be required to enforce the above Covenants unless in its sole discretion it chooses to do so.

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