

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

E 5466989.8 Grant of Ea:

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DocID: 410622280

Land registration district

WELLINGTON

Grantor

Surname(s) must be underlined.

Peter John HAWKER

Grantee

Surname(s) must be underlined.

Peter John HAWKER

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

6th

day of

December

20 02

Attestation

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

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

6 - 12 - 2002

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
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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) |
|---|------------------------|--|--|
| As specified on Annexure Schedule 2 and 3.  | Plan 310492 | (1) CT 41136 (2) CT 41137 (3) CT 41138 (4) CT 41139 (5) CT 41140 (6) CT 41141 | All Lots in CT 41137, 41138, 41139, 41140, 41141 & 41136 (excluding the relevant servient Lot in each case) |

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.

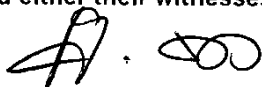
Continue in additional Annexure Schedule if required.

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



Annexure Schedule 2.

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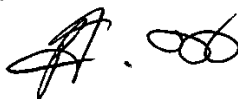
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SCHEDULE OF LAND COVENANTS

1. No building operations shall be commenced on any Lot unless and until the Transferor has first approved the Plans and specifications such approval not to be unreasonably withheld for proposed dwellings which comply with these covenants herein.
2. No dwelling may be erected on any Lot other than one dwelling house constructed of new high quality materials and to cost not less than (2.5) times the purchase price cost of the Lot **PROVIDED THAT** any dwelling on Lot 3 shall cost not less than (2) times the purchase price of the Lot.
3. No transportable or relocatable dwelling houses shall be permitted to be placed or erected on any Lot.
4. Any separate garage or outbuilding shall not be of dissimilar design and construction materials to the dwelling house erected on the Lot.
5. Except when building operations are in progress, no trade vehicle, trade equipment or materials, debris, rubbish or unsightly vehicle shall be allowed on, or remain on any Lot, unless the same is adequately garaged or screened to prevent it from being visible from any adjoining Lot or from the road frontage.
6. No buildings may be used for manufacturing or industrial use.
7. No fence shall be constructed on the front access boundary of any Lot and no fence shall be constructed of corrugated iron material or post and wire material.
8. No dwelling shall be occupied until it is substantially completed including landscaping and a driveway of concrete, tarseal or paving stones construction.
9. No Lot shall be kept in an unmown or untidy state and no noxious weeds shall be allowed to remain on any Lot.
10. No Lot shall be further subdivided.
11. No water shall be taken from the stream nor shall the stream flow be impeded or restricted in any way by any proprietor or their agent.
12. Not to display any sign or hoarding of a commercial nature on any part of the Lot or on any building on the Lot.
13. Not to breed or keep any animals or livestock on the Lot or in any building on the Lot, except to keep a maximum of two animals limited to cats or dogs.
14. Not to construct any clothesline or letterbox except as may and/or be aesthetically sensitive in terms of design and location, and not to site any clothesline in such a way as to be highly visible from the access way or street.
15. Not to install or erect any attachments (including television antenna and solar heating panels) to any building on the Lot which are not integrated as far as possible with the dwelling so as to reduce visibility of such attachments from the access way and adjacent properties.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Annexure Schedule 2.

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16. To ensure that in any construction, due allowance is made for adequate current and future drainage of all excess stormwater from the Lot, the registered proprietor for the time being of the Lot remaining responsible for all costs, claims or demands for any remedial action undertaken for any breach hereof.
17. To reinstate and replace at their cost any damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the use of the Lot by the registered proprietor for the time being or caused directly or indirectly by the agents or invitees of the registered proprietor.
18. (a) Not to erect or permit to remain any building structure or any attachments to such building or structure nor to grow or allow to grow any tree or shrub on the relevant Height Restricted area hereinafter stipulated in clause (22)A which shall exceed a level of RL103.1 metres above mean sea level which level has been defined in terms of WBM 005 being a surveying brass plaque located in the kerb outside 47 Kotare Street, Waikanae (which has a level of 71.76 metres above mean sea level (Wellington Datum 1953)).
(b) Not to erect or permit to remain any building structure or any attachments to such building or structure nor to grow or allow to grow any tree or shrub on the relevant Height Restricted area hereinafter stipulated in clause (22)B which shall exceed a level of RL108.7 metres above mean sea level which level has been defined in terms of WBM 005 being a surveying brass plaque located in the kerb outside 47 Kotare Street, Waikanae (which has a level of 71.76 metres above mean sea level (Wellington Datum 1953)).
(c) Not to erect or permit to remain any building structure or any attachments to such building or structure nor to grow or allow to grow any tree or shrub on the relevant Height Restricted area hereinafter stipulated in clause (22)C which shall exceed a level of RL101.5 metres above mean sea level which level has been defined in terms of WBM 005 being a surveying brass plaque located in the kerb outside 47 Kotare Street, Waikanae (which has a level of 71.76 metres above mean sea level (Wellington Datum 1953)).
19. That if there shall be any breach or non-observance of any of the foregoing covenants, the registered proprietor for the time being of the Lot in respect of which there is a breach or non-observance shall on demand by the registered proprietor of any of the other Lots forthwith remove from the relevant Lot any building or fence or any part thereof which is in contravention of these covenants and take all steps necessary (including the replacement of any unauthorised materials) to remedy the breach or non-observance of these covenants (without prejudice to any other liability including costs which the registered proprietor for the time being of the Lot may have to any person having the benefit of these covenants).

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Annexure Schedule

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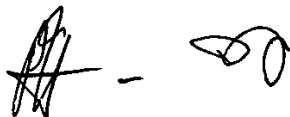
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20. Not to erect any building or structure on the parts of Lot 3 on DP 310492 marked V and K nor to permit any building or structure to remain on such areas marked V and K.
21. The transferor shall not be liable for any breaches of the said covenants and restrictions specified in the Schedule herein which occur while the Transferor is not the registered proprietor of the said Lots or any of the Lots in respect of which any breach may occur.

22. Height Restricted Areas

- A. That area of Lot 1 DP 310492 marked R, J and S
- B. That area of Lot 6 DP 310492 marked D and T
- C. That area of Lot 5 DP 310492 marked F and U

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Handwritten signatures and initials in black ink, appearing to be two distinct marks.