

Approved by Registrar-General of Land under No. 2007/6225

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

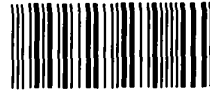
Land registration district

WELLINGTON



**EI 7901901.11 Easement**

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DocID: 412013837

Grantor

Surname(s) must be underlined or in CAPITALS.

FAITH FARM ESTATE LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

FAITH FARM ESTATE 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 30<sup>th</sup> day of July 2008

**Attestation**

<p>Signed by FAITH FARM ESTATE LIMITED</p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p>Signature [common seal] of Grantor</p>	<p>Signed in my presence by the Grantor</p> <p><i>[Signature]</i></p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <u>Jacqueline Margaret Liddell</u></p> <p>Occupation <u>Solicitor</u></p> <p>Address <u>Wellington</u></p>
<p>Signed by FAITH FARM ESTATE LIMITED</p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p>Signature [common seal] of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p><i>[Signature]</i></p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <u>Jacqueline Margaret Liddell</u></p> <p>Occupation <u>Solicitor</u></p> <p>Address <u>Wellington</u></p>

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.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

**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)
<b>Land Covenant</b>		<b>Lots 13-22 (inclusive) on DP 405220, CT 418177-418186 (inclusive)</b>	<b>Lots 13-22 (inclusive) on DP 405220, CT 418177-418186 (inclusive)</b>

**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 Fifth Schedule of the Property Law Act 2007.~~

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

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(Continue in additional Annexure Schedule, if required.)

**ANNEXURE SCHEDULE 2**

**1. DEFINITIONS**

In this Annexure Schedule, the following definitions shall apply:

**Consent Notice** means the consent notice registered on the Certificates of Title of the Lots on the same date the Plan deposits.

**Dwelling** means one household unit or principal residence which may include separate accommodation for an immediate relative or relatives of the occupier of the household unit or residence or a domestic employee of the occupier of the household unit or residence and includes garages, outbuildings and other similar structures.

**Further Subdivision Area** means Lots 24 on the Plan.

**Local Authority** means Kapiti Coast District Council or the local authority for the time being having jurisdiction over the Subdivision and the Further Subdivision Area and includes any other local or territorial authority that has jurisdiction over the Subdivision and the Further Subdivision Area and includes any employee and agent of a Local Authority.

**Lot** means one of the lots enumerated in the definition of Subdivision.

**Lots** means all of the lots enumerated in the definition of Subdivision.

**Owner** means the registered proprietor for the time being of a Lot.

**Owners** means all the registered proprietors for the time being of the Lots.

**Plan** means Deposited Plan 405220.

**Resource Consent** means the resource consent given by the Local Authority for the subdivision of the land into Lots and includes each and every condition of the Resource Consent.

**Subdivision** means and includes Lots 13-22 (inclusive) on the Plan.

**AND:**

- (a) Where the context permits the singular includes the plural and vice versa;
- (b) References to clauses are to clauses in the Special Conditions;

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

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- (c) Obligations and covenants to be compiled with by more than one person shall bind those persons jointly and severally.

The Owner(s) for the time being of the Lots covenant with each other as follows:

**2. BUILDING COVENANTS**

- (a) A Dwelling shall be designed (which shall include its colour scheme) to be in harmony with the natural landscape, and to form an integral component of a modern master planned subdivision including the Further Subdivision Area.
- (b) A Dwelling will be constructed predominantly of brick, stone, split block stucco, natural timber, plaster or other material accepted as having architectural merit, and shall be finished in subdued natural colours.
- (c) If the Dwelling contains or comprises any separate garage or other outbuilding such garage or other outbuilding must be of a similar design and construction (including material used in construction and colour) to the rest of the Dwelling.
- (d) A Dwelling will:
- (i) have a roof that is sheathed so as not to have high reflective qualities. White and light colours are not appropriate;
  - (ii) be constructed so as to comply with plans and specifications approved by and any requirements imposed by the Local Authority;
  - (iii) have all glazed surfaces of low reflective glass material;
  - (iv) have more than two hips or gables in the roofline and will be constructed in a shape that is other than a simple square or rectangle. Any Dwelling that has a flat or single plane roof will have more than one level of roofing;
  - (v) have attachments (including, but not necessarily limited to television antennae, chimneys and solar hot water panels) that are discreetly integrated with the Dwelling architecture so that they are not highly visible from any road, or from any adjacent properties. The siting of any clothesline or letterbox will be aesthetically sensitive in terms of design and location;

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

- (vi) be completely constructed and finished within nine months of commencement of excavation for foundations; and
- (vii) have all ancillary work including planting of lawns, landscaping and any other development work completed and finished within 15 months of commencement of excavation for foundations.
- (e) A driveway on a Lot will be constructed of such materials so as to blend with the natural rural landscape and any paving material used will be of natural earthy recessive colours that will ensure that the driveway is not highly visible in the landscape.
- (f) A driveway on a Lot will be completed within the time provided in clause 2(d)(vi).
- (g) An Owner will not erect a Dwelling other than a new Dwelling on a Lot, and will not permit or allow the transportation and delivery onto a Lot of any pre-built, transportable or relocatable Dwelling.
- (h) An Owner will not permit a caravan, hut, tent, shed, pole or similar structure to be placed or erected on any Lot other than as may be required for use in the construction of a Dwelling. Any such caravan, hut, tent, shed, pole or similar construction permitted pursuant to this clause shall be removed immediately on completion of the Dwelling, unless garaged or screened so as to preserve the amenity of the subdivision.
- (i) An Owner will promptly replace, restore, reinstate and repair at the Owner's cost all damage that may arise or be caused to the landscape and arising from the construction of the Dwelling or driveway or landscaping of a Lot and will ensure that due and adequate allowance is made for current and future drainage of all excess stormwater. The Owner is liable and responsible for all costs claims or demands for any remedial action undertaken for any breach of this covenant.
- (j) An Owner will not permit or allow any building material, building waste material or rubbish to accumulate on any Lot.
- (k) An Owner will comply with the Consent Notice and all other consents of the Local Authority and other regulatory authorities attaching to the Resource Consent and the building requirements for the time being in force of the Local Authority.
- (l) An Owner will not use or permit to be used the Lot, or any part of the Lot, or any building erected on the Lot, as a "place of assembly" as defined in the Local Authority's District Plan; and
- (m) An Owner will not require the Faith Farm Estate Limited to contribute towards the cost or erection or repair of any dividing or boundary fence between a Lot and any adjoining land owned by the Faith Farm Estate Limited but the benefit of this covenant shall not benefit the transferee of such adjoining land.

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### 3. BREACH

If there shall be any breach or non-observance of any of the covenants in this Easement Instrument, and without prejudice to any other liability which the Owner of a Lot may have to any person having the benefit of those covenants, the Owner of a Lot shall, on demand by the Owners for the time being of any or all of the Lots having the benefit of these covenants:

- (a) pay to the person making such demand as liquidated damages, the sum of \$1,000.00, or a sum equal to one quarter of the cost of any building used, or erected, or repaired, in breach or non observance of the covenants in this Easement Instrument, or any of them, whichever is the greater;
- (b) remove, or cause to be removed, from the Lot, any building used erected or repaired in breach or non-observance of the covenants in this Easement Instrument or any of them;
- (c) replace any building material used or permitted to be used in breach or non observance of the covenants in this Easement Instrument or any of them; and
- (d) otherwise take all steps necessary to remedy the breach or non-observance of the covenants in this Easement Instrument if it is capable of a remedy.

### 4. FURTHER COVENANTS

- (a) Faith Farm Estate Limited shall not be required, nor liable to enforce, nor answerable to the Owners, for the breach or non-observance of any covenants binding the Lots unless Faith Farm Estate Limited is the owner for the time being of the Lot in respect of which there is a breach or non-observance of a covenant in this Easement Instrument.
- (b) Faith Farm Estate Limited (or its successors appointed by deed) may in special circumstances grant such exemptions or waivers from any of the covenants in this Easement Instrument on such terms and subject to such conditions as it deems fit. Any exemption or waiver shall be binding upon all Owners from time to time of the Lots. Neither Faith Farm Estate Limited nor any director, shareholder or employee of Faith Farm Estate Limited is liable to any Owner for any loss, damage or injury arising out of or in any way connected with any exemption or waiver under this clause, unless due to wilful misconduct, bad faith, or criminal act.

### 5. DISPUTE RESOLUTION

- (a) Unless an Owner for the time being of any Lot has first complied with clauses 5(b) to 5(d) (inclusive) that Owner (in this clause called a "party") may not commence Court proceedings relating to any dispute arising from this Easement Instrument (except where the party seeks urgent interlocutory relief in which case that party need not comply with this clause before seeking such relief) and where that party fails to so comply with those clauses the other party need not comply with those clauses before commencing Court proceedings relating to that dispute.

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- (b) A party (referred to in this clause as "the first party") claiming that a dispute has arisen under the foregoing covenants between the parties shall give written notice to the other party (referred to in this clause as "the second party") specifying the matter in dispute and designating as its representative in negotiations relating to the dispute a person with authority to settle the dispute. The second party shall within 10 days after receiving the first party's notice give written notice to the first party designating as its representative in negotiations relating to the dispute a person with similar authority.
- (c) The parties shall use their reasonable endeavours to procure that the persons designated under clause 5(b) shall, within 10 days of the last designation required by clause 5(b) and following whatever investigation each such person deems appropriate, seek to resolve the dispute.
- (d) If the dispute is not resolved within the period referred to in clause 5(c) (or within such longer period as their respective representatives agree is appropriate) the parties shall within a further period of 10 days (or such longer period as the representatives may agree is appropriate) use their reasonable endeavours to agree in good faith on a process for resolving the whole or part of the dispute through means other than litigation and on:
  - (i) the procedure and timetable for any exchange of documents and other information relating to the dispute;
  - (ii) procedural rules and a timetable for the conduct of the selected mode of proceedings;
  - (iii) a procedure for compensation of any neutral person who may be employed by the parties in dispute; and
  - (iv) whether the parties should seek assistance of a dispute resolution organisation.
- (e) After the expiry of the time established by or agreed under clause 5(d) for agreement on a dispute resolution process a party which has complied with the provisions of clauses 5(a) to 5(d) (inclusive) may, by written notice to the other party, terminate the dispute resolution process provided for in these clauses and may then commence court proceedings relating to the dispute.

## 6. FURTHER SUBDIVISION

The Owner(s) acknowledges that it is envisaged that further subdivision and development will occur in the Further Subdivision Area and the Owner(s) will not object to, and agree to consent unconditionally to, Faith Farm Estate Limited or its successors in title undertaking such further subdivision and development and irrevocably appoints Faith Farm Estate Limited or its successors in title and any director or authorised officer of Faith Farm Estate Limited or its successors in title, jointly and severally, as its attorney to execute any and all consents or approvals to the further subdivision and development and irrevocably agrees to ratify and confirm anything done by its attorney pursuant to this clause.

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**Certificate of Non-Revocation of Power of Attorney**

I **Terence Stanley Nowland** of Wellington in New Zealand, Solicitor, hereby certify that:

1. By Deed dated 10 May 2006 a copy of which is deposited in the Land Transfer Registry at Wellington under number 6865144.1 Faith Farm Estate Limited appointed me as Attorney on terms and subject to the conditions set out in the said Deed.
2. At the date hereof I have not received any notice of information of the revocation of that appointment by Faith Farm Estate Limited or otherwise.

**SIGNED** at Wellington this 30<sup>th</sup> day of July 2008

Terence Stanley Nowland

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