

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Sections 90A and 90F, Land Transfer Act 1952



EI 7919689.9 Easement I

Cpy - 01/01, Pgs - 006, 26/08/08, 14:31



Land registration district

WELLINGTON

Grantor

Surname(s) must be underlined or in CAPITALS.

DocID: 511905010

RAUMATI DEVELOPMENTS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

RAUMATI 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 15 day of August 2008

Attestation

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

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

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

[Solicitor for] the Grantee

404273 - 404305 inclusive
404307 - 404323 inclusive

⑨

*If the consent of any person is required for the grant, the specified consent form must be used.

EI

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

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Easement instrument

Dated **15 August 2008**

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenants and Fencing Covenant (contained in clause 9 of the within Covenant)	Deposited Plan 401543	Continued on Annexure Schedule 1	Continued on Annexure Schedule 1

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

Insert type of instrument

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

Easement

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(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 1

Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT)
404273	404273
404274	404274
404275	404275
404276	404276
404277	404277
404278	404278
404279	404279
404280	404280
404281	404281
404282	404282
404283	404283
404284	404284
404285	404285
404286	404286
404287	404287
404288	404288
404289	404289
404290	404290
404291	404291
404292	404292
404293	404293
404294	404294
404295	404295
404296	404296
404297	404297
404298	404298
404299	404299
404300	404300
404301	404301
404302	404302
404303	404303
404304	404304
404305	404305
404307	404307
404308	404308
404309	404309
404310	404310
404311	404311

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

Dated

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(Continue in additional Annexure Schedule, if required.)

404312	404312
404313	404313
404314	404314
404315	404315
404316	404316
404317	404317
404318	404318
404319	404319
404320	404320
404321	404321
404322	404322
404323	404323

See order of new titles for mortgagee consent.

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.

R M C

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

1. The Grantor hereby covenants and agrees with the Grantee that each of the servient tenements set out in Schedule A (hereinafter referred to as the "Lots") shall be subject to the burden of the covenants set out hereunder for the benefit of each of the other dominant tenements set out in Schedule A.
2. To erect on the Lot only one new dwelling house (being a building that is to be occupied as a residence and including any building of similar design that is accessory to and used wholly, or principally, for the purposes of a residence) of an aggregate floor area of no less than 160m². No point of any building (except television aerials or chimneys no wider than 600mm) of any Lot will be higher than the lesser of 9 metres above the average original ground level around the perimeter of the building, or the relative height restriction contained in the District Plan applying to the Lot.
3. Each dwelling house shall be in accordance with plans and specifications submitted to Raumati Developments Limited or its nominee ("RDL") for prior approval with the objective of retaining an overall high standard of dwellings within the subdivision of the Land, with quality materials, textures and colours sympathetic to the environment. In view of this objective, RDL shall have complete discretion in granting or declining approval. As a guideline for obtaining RDL's approval, it is expected that a minimum of 80% of the exterior cladding of the dwelling will consist of the following materials:
 - Kiln fired or concrete brick.
 - Stucco textured finish.
 - Pre-painted galvanised iron in its various profiles.
 - Stone.
 - Timber.
 - Texture coated Insulclad or flat sheeting.
 - Pre-finished metal and timber weatherboard (such as Lockwood).
 - Timber weatherboarding or vertical boarding.
 - Texture coated or plastered concrete blocks.
4. All materials which are not pre-finished and which require painting must be painted within three months of attachment to a building on the Lot. This provision does not apply to:
 - Wood Shingles
 - Bricks
 - Splitstone
 - Vinyl Products
 - Natural Stone
5. No pre-used building materials are to be used in the construction of any dwellings or accessory buildings or fences on any of the Lots.
6. No pre-built building, including dwellings, farm or accessory buildings shall be transported onto any of the sites unless such pre-built building has first been approved by RDL. Any such building shall be new and constructed of materials which comply with the terms of this Covenant.
7. Prior to the commencement of construction of any new residential buildings on a Lot, no temporary building or tent nor any caravan, bus or tram (nor any other vehicle providing a similar temporary residential function) shall be permitted to remain on any Lot for any period in excess of six (6) weeks within any six (6) month period, and no such vehicle shall be permitted at any time without a current warrant of fitness and registration.

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.)

8. Once construction has been completed no tent, caravan, truck, bus, temporary building, trailer, boat, trail bike, machinery or unsightly object (not including any motor vehicle, small van or utility truck that is in good working order, repair and appearance) shall be parked or permitted to remain for any material period of time on any part of any Lot unless garaged or screened so as to preserve the amenities of the neighbourhood.
9. The Grantee shall not be liable to pay for or contribute towards the expense or erection or maintenance of any fence between the servient or dominant tenements, but this covenant shall not enure for the benefit of any subsequent purchaser of the dominant tenements.

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.