

Approved by Registrar-General of Land under No. 2002/6055

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 7007826.13 Easement

Cpy - 01/01, Pgs - 006, 29/08/06, 08:02



DocID: 211848675

Grantor

Surname(s) *mus.*

KAJENS TRADING & DEVELOPMENT LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

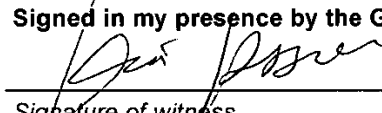
KAJENS TRADING & DEVELOPMENT LIMITED

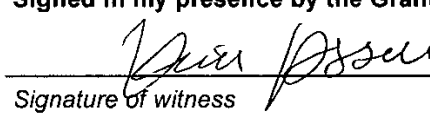
Grant* of easement or *profit à prendre* or creation or covenant

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).

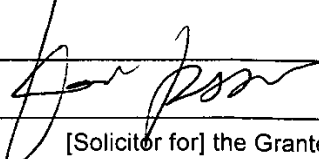
Dated this 21st day of July 2006

Attestation

 J L Christensen - Director	Signed in my presence by the Grantor  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Heidi Fern Russell Occupation Solicitor Address Christchurch
Signature [common-seal] of Grantor	

 J L Christensen - Director	Signed in my presence by the Grantee  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Heidi Fern Russell Occupation Solicitor Address Christchurch
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

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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)
Covenants as in Annexure Schedule 2		278398 to 278443 (inclusive)	278398 to 278443 (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]~~ ~~[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



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

Easement

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(Continue in additional Annexure Schedule, if required.)

"Annexure Schedule 2"

- 1 The Grantor hereby covenants and agrees with the Grantee in the manner set out below so that such covenants shall:
 - (a) Burden and run with each of the lots comprised in the Servient tenements referred to above; and
 - (b) Be for the benefit of and appurtenant to each of the lots comprised in the Dominant tenements.
- 2 For the purposes of this instrument the terms "land" and "lot" mean any of the Servient tenements described above.
- 3 The Grantor shall:
 - (a) Not erect or permit to be erected or placed on the land any dwelling that is not a new dwelling and that:
 - (i) On lots up to and including 1749m² of net area, has a floor area of less than 200m² including an attached double garage;
 - (ii) On lots of 1750m² or more of net area, has a floor area of less than 220m² including an attached double garage; and
 - (iii) On lots of 2000m² or more of net area, has a floor area of less than 240m² including an attached double garage.
 - (b) Not erect or permit to be erected or placed on the land any carport unless attached to the house or garage.
 - (c) Ensure that any fence placed on the road boundary shall be post and rail, post and wire, hedge, pickets or stone or of such other construction as may be approved in writing by Kajens Trading & Development Limited or its nominee, and has a maximum height of 1.2 metres. All side and rear boundary fences shall be of timber construction to a maximum height of 1.8 metres, provided that the side fences shall not be more than 1.2 metres in height within 3 metres of the road boundary. There shall be no corrugated iron, long run roofing or plaster board erected as fences. Any gates constructed on driveways shall be made of timber or wrought iron or similar decorative material.
 - (d) Ensure that any building constructed has a minimum of 75% of the non-glazed exterior cladding of the dwelling consisting of any of the following materials; kiln fired brick or concrete brick or plastered textured finish, stone, timber weatherboards or pre-finished metal weatherboard bonded to solid timber boards. Any building with an exterior finish in the form of flat cladding, concrete or polystyrene block, poured concrete or similar shall have the surface textured in such a manner as to fully cover the base material. Factory pre-finished weatherboards made of other materials may be used but only with the prior written approval of Kajens Trading & Development Limited or its nominee as to finished colour, texture, profile and type of weatherboards. Other buildings (e.g. extra garaging, garden sheds, pool sheds or similar) which are visible from the road frontage must also comply with this covenant and must be constructed in the same materials as the dwelling. Other building materials or

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[Signature]

Annexure Schedule

Insert type of instrument
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methods of construction not provided for in this clause shall only be allowed with the prior written approval of Kajens Trading & Development Limited or its nominee.

- (e) Use only roofing materials that have been pre-approved in writing by Kajens Trading & Development Limited or its nominee as to colour and profile and that:
 - (i) have a tile profile; or
 - (ii) incorporate wood, fibre cement, glass fibre or slate products by way of roofing shingles; or
 - (iii) comprise factory pre-finished metal roofing material.
- (f) Complete any building within 9 months of laying down the foundations for such building, and within 15 months of laying down the foundations shall complete all ancillary work such as fencing and landscaping and further will within 15 months construct in a proper and tradesmanlike manner a driveway or vehicle access in a permanent continuous surfacing of asphalt, Holland pavers or coloured or stamped concrete. Gravel driveways are permitted provided that the gravel does not extend to the last 3 metres of driveway at the road end, which is to have a hard surfacing in accordance with this clause. No plain concrete is to be included in driveways except as an edging or feature.
- (g) Not permit the land to be occupied or used as a residence unless the buildings on the property have been substantially completed including driveways in accordance with these covenants and the buildings meet the requirements of the local authority.
- (h) Ensure that any dwelling on the land is constructed with:
 - (i) more than two hips or two gables in the roofline;
 - (ii) a shape other than a simple square or rectangle excluding breaks for back and front door entries; and
 - (iii) a minimum roof pitch of 25 degrees.

Other designs not complying with this clause shall only be allowed with the prior written approval of Kajens Trading & Development Limited or its nominee.
- (i) Not place or use on the land any form of temporary accommodation or relocatable dwelling other than a builder's shed during the period of construction for the purpose of the builder's usual day to day use. Such shed is to be removed upon completion of the dwelling.

Notwithstanding the foregoing, a caravan may be kept on the land provided that it is not occupied while on the land.

- (j) Not use the land or permit the same to be used for any trading, farming or commercial purposes without first obtaining the written consent of all the immediate adjoining registered proprietors of the sections which are contained within the Kajens Country Estate Subdivision, other than an office within the dwelling for the use of the residents of the property or as a show home.
- (k) Not construct a family flat (as defined by the Selwyn District Council) unless the same exterior claddings and finishes are used for the family flat as that used for the main residential dwelling, and it is architecturally integrated with the main dwelling.

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Annexure Schedule

Insert type of instrument
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- (l) Ensure that a new letterbox is erected when the dwelling is erected, and its design, colour and cladding shall be consistent with those of the dwelling and/or fence or otherwise approved in writing by Kajens Trading & Development Limited or its nominee.
- (m) Minimise any damage to footpaths and berms by ensuring that vehicular movement to and from the land is confined to the formed access point. The Grantor shall be responsible, at its own expense, for the repair of any damage caused by the Grantor, or its employees or contractors, to the footpaths and berms.
- (n) Not permit any dog or other pet to be kept in or about the land which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision and in particular without otherwise limiting this restriction not to keep on or about the land any dogs which are generally regarded as dangerous, including Rottweiler, Doberman Pinscher, Japanese Tosa, Dogo Argentino, Brazilian Fila or Pit Bull breeds. Without limiting the foregoing, the Grantor shall not keep more than 2 dogs, of any breed, on the land. The keeping of pigeons, poultry and farm animals is expressly prohibited.
- (o) Not erect or permit to be erected on the land any buildings unless all plans and specifications (including site plans and landscape plans for the front of the dwelling to the road) have been first approved in writing by Kajens Trading & Development Limited or its nominee.

In considering such approval, Kajens Trading & Development Ltd or its nominee may, if it so elects, take into account such of the following matters relating to the dwellinghouse and other buildings as it, in its sole discretion, considers appropriate:

- (i) Height
- (ii) Siting on the land
- (iii) External design (including roofs, fences and screens)
- (iv) Landscaping of the front of the land
- (v) The relevance of the aforementioned height, siting and external design to the natural light, view and privacy for adjacent properties
- (vi) External cladding and materials
- (vii) Colours and colour scheme
- (viii) Design details – the following features are deemed desirable to maintain the rural ambience of the subdivision:
 - wide verandahs
 - inclusion of eaves and soffits
 - gables instead of hip roofs
 - brickwork which includes elements of header courses, banding, raised quoins, lintels and shadow margins
 - external plaster finishes to include shadow and relief details
 - inclusion of bay windows and pergolas
 - formed chimney instead of flues
- (p) Not further subdivide the land whether by way of cross-lease, unit title, subdivision into separate lots or by any other method prior to 1 January 2015.
- (q) Not erect on the land any ham radio mast, aerial or similar.
- (r) Not call upon Kajens Trading & Development Limited to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the land and any adjoining land owned by Kajens Trading & Development Limited, provided that this covenant will not enure for the benefit of any subsequent registered proprietor of any such adjoining land.

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Annexure Schedule



Insert type of instrument
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- (s) Not call upon the Selwyn District Council to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the land and any adjoining land that is a reserve vested in the Selwyn District Council.
 - (t) Not call upon any neighbouring owner of land which is equal to or exceeds 0.5 hectares in area to pay for or contribute towards the cost of erection or maintenance of any residential style boundary fence between the land and such adjoining land.
 - (u) In respect of allotments on the road boundary, maintain all road reserves adjoining the property in a neat and tidy condition.
 - (v) Not cut, trim, damage or remove any tree plantings on the road reserve.
 - (w) Not use, or permit to be situated for use in any house upon the land, privately owned or leased liquid petroleum gas cylinders above 9 kg capacity, to the intent that all liquid petroleum gas supplied to the land for household use shall be via the reticulated gas supply, unless the reticulated gas supply is, through no fault of the Grantor, unavailable to the land.
- 4 Any matter requiring the consent or approval of Kajens Trading & Development Limited or its nominee shall be decided in the sole and absolute discretion of Kajens Trading & Development Limited or its nominee, and no reasons need be given for any refusal to give such consent or approval.
 - 5 In the event of Kajens Trading & Development Limited being wound up or otherwise ceasing to exist, any request for consent in respect of the above covenants may be referred to the Chairman of the Canterbury Branch of the New Zealand Institute of Architects or his or her nominee, whose decision shall be binding on the Grantor. The Grantor shall pay the costs of obtaining such consent.
 - 6 If there should be any breach or non-observance of any of the foregoing covenants then without prejudice to any other liability which the Grantor may have to any person having the benefit of these covenants, the Grantor will upon written demand being made by Kajens Trading & Development Limited or any of the registered proprietors of the lots having the benefit of the covenants:
 - (a) Pay to the person making such demands as liquidated damages the sum of \$250.00 (Two Hundred and Fifty Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made, provided that if more than one person is making such demands then that sum shall be shared between those persons; and
 - (b) If applicable, remove or cause to be removed from the land any second hand or used dwelling, garage, carport, building or other structure erected or placed on the land in breach or non-observance of the foregoing covenants; and
 - (c) If applicable, replace any building materials used or permitted to be used in breach or non-observance of the foregoing covenants.
 - 7 These covenants shall have effect up until 1 January 2015 and thereafter shall have no effect.

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