

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

EI 7807919.5 Easement I

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Land registration district

SOUTH AUCKLAND

Grantor

Surname(s) must be underlined or in CAPITALS.

GRASSHOPPER FARMS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

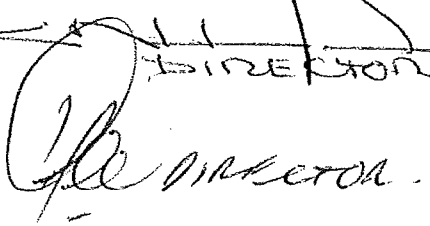
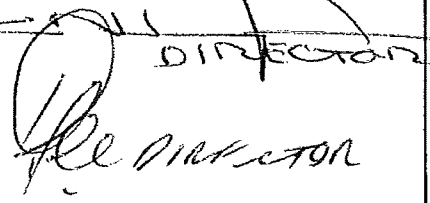
GRASSHOPPER FARMS LIMITED

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 2nd day of May 2008

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 Occupation 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 Occupation 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

2 May 2008

Page

2

of

7

pages

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)
<p>Fencing Covenant and Land Covenant</p>		<p>See annexure schedules See annexure schedules</p>	<p>See annexure schedules See annexure schedules</p>

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

~~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

Easement Instrument

Dated

2 May 2008

Page

3

of

7

pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Schedule A"

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) DP 400022	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT Or in gross)
Fencing Covenant and Land Covenant		Lot 449 DP 400022 CT 398862	Lot 449 DP 400022 CT 398862
		Lot 450 DP 400022 and a 1/3 rd share in Lot 1008 DP 400022 CT 398863	Lot 450 DP 400022 and a 1/3 rd share in Lot 1008 DP 400022 CT 398863
		Lot 451 DP 400022 and a 1/3 rd share in Lot 1008 DP 400022 CT 398864	Lot 451 DP 400022 and a 1/3 rd share in Lot 1008 DP 400022 CT 398864
		Lot 452 DP 400022 and a 1/3 rd share in Lot 1008 DP 400022 CT 398865	Lot 452 DP 400022 and a 1/3 rd share in Lot 1008 DP 400022 CT 398865
		Lot 453 DP 400022 CT 398866	Lot 453 DP 400022 CT 398866
		Lot 454 DP 400022 CT 398867	Lot 454 DP 400022 CT 398867
		Lot 455 DP 400022 CT 398868	Lot 455 DP 400022 CT 398868
		Lot 456 DP 400022 CT 398869	Lot 456 DP 400022 CT 398869
		Lot 457 DP 400022 CT 398870	Lot 457 DP 400022 CT 398870
		Lot 458 DP 400022 CT 398871	Lot 458 DP 400022 CT 398871
Lot 459 DP 400022 and a 1/2 share in Lot 1010 DP 400022 CT 398872	Lot 459 DP 400022 and a 1/2 share in Lot 1010 DP 400022 CT 398872		
Lot 460 DP 400022 and a 1/2 share in Lot 1010 DP 400022 CT 398873	Lot 460 DP 400022 and a 1/2 share in Lot 1010 DP 400022 CT 398873		

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

Dated

2 May 2008

Page

4

of

7

pages

(Continue in additional Annexure Schedule, if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) DP 400022	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT Or in gross)
Fencing Covenant and Land Covenant		Lot 461 DP 400022 CT 398874	Lot 461 DP 400022 CT 398874
		Lot 462 DP 400022 CT 398875	Lot 462 DP 400022 CT 398875
		Lot 463 DP 400022 CT 398876	Lot 463 DP 400022 CT 398876
		Lot 464 DP 400022 CT 398877	Lot 464 DP 400022 CT 398877
		Lot 465 DP 400022 CT 398878	Lot 465 DP 400022 CT 398878
		Lot 466 DP 400022 CT 398879	Lot 466 DP 400022 CT 398879
		Lot 467 DP 400022 CT 398880	Lot 467 DP 400022 CT 398880
		Lot 468 DP 400022 CT 398881	Lot 468 DP 400022 CT 398881
		Lot 469 DP 400022 CT 398882	Lot 469 DP 400022 CT 398882
		Lot 470 DP 400022 CT 398883	Lot 470 DP 400022 CT 398883
Lot 476 DP 400022 CT 398884	Lot 476 DP 400022 CT 398884		

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Annexure Schedule 2



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

Easement Instrument Dated 2 May 2008 Page 5 of 7 pages

(Continue in additional Annexure Schedule, if required.)

CONTINUATION OF COVENANT PROVISIONS

FENCING COVENANT

The Grantor in respect of the land contained in each of the titles comprising the servient tenement in Schedule A COVENANTS AND AGREES with the Grantee to be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978.

LAND COVENANT

Each dominant tenement (collectively called "the dominant lots") in Schedule A has the benefit of the land covenants over all the other servient tenements (severally called "the servient lots") shown in Schedule A.

The Grantor (in this instrument also variously called "purchasers", "all purchasers", "each homeowner", "builders", "developers" or "the lot purchaser/developer/designer") acknowledges and agrees with the Grantee that the land in Schedule A forms part of a development which is intended to be established as a modern and well designed subdivision in accordance with The Lakes House Design Guidelines ("the Design Guidelines") as set out in Schedule B hereto. It is also acknowledged and agreed by the Grantor and the Grantee that control and supervision of the Design Guidelines shall be exercised by The Lakes Design Management Committee ("the Committee") appointed by Grasshopper Farms Limited as at the date hereof for the protection and in the interests of all Grantees in relation to the nature and type of construction to be permitted in the subdivision (called "The Lakes"). In recognition of these objects the Grantor so as to bind each of the servient lots in Schedule A for the benefit of each of the other of the dominant lots in Schedule A HEREBY AGREES with the Grantee and covenants as follows:-

1. Prior to any building construction on any of the servient lots of The Lakes ("the servient lot") a full set of building drawings with proper dimensions, annotations and design specifications, shall be submitted to the Committee for approval. If the Committee is satisfied that the proposed design complies with the Design Guidelines, the owner of the servient lot at that time may proceed with obtaining the required building consent. If the design infringes the District Scheme of the local authority for the time being having jurisdiction in respect of the land comprising the servient lot (in this instrument also variously called "the local authority" or "Council") (or any condition of an approved resource consent) then, subject to the approval of the infringement(s) by the Committee, it will be the responsibility of the servient lot owner at that time to obtain the necessary resource consent from the local authority.
2. Not to erect any building other than a new residential home on the servient lot.
3. Not to carry out on the servient lot any site works, landscaping or building works, unless the building plans and specifications and the landscaping plans and specifications for such works have been approved by the Committee prior to the commencement of any such works on the servient lot provided that:-
 - a. In approving any building plans and specifications and landscaping plans, the Committee shall take into account the appearance of the proposed building and landscape design in relation to

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Annexure Schedule 2



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

Easement Instrument

Dated

2 May 2008

Page

6

of

7

pages

(Continue in additional Annexure Schedule, if required.)

other buildings which have been constructed or for which plans have already been approved to the intent that the style, design and appearance of the buildings and landscape design shall fall within the provisions of the Design Guidelines;

- b. Such approval may be withheld in the event that in the opinion of the Committee, whose decision in this respect shall be final and binding, the building or structure to be erected on the servient lot or the landscape design proposed for the servient lot is not or not likely to be of an appearance or standard with regard to the Design Guidelines which will be consistent with the Grantor's intention to create and maintain a modern well designed residential subdivision. In giving approval the Committee does not accept any liability for the quality of workmanship or construction or materials used.
- 4. To complete any building within 9 months of laying down the foundations for such building and within 12 months of laying down the foundations to complete all ancillary work such as fencing and landscaping AND FURTHER will within 12 months construct in a proper and tradesmanlike manner a driveway, or vehicle access in permanent continuous surfacing.
- 5. Once construction has been substantially completed, not to bring onto or allow to remain on the servient lot or any internal road of the subdivision any temporary dwelling, caravan, trade vehicle or other equipment or materials or machinery unless garaged or screened (so as to preserve the amenities of the neighbourhood) and to prevent noise likely to cause offence to residents in the subdivision. No recreational or commercial vehicles or trailers are to be regularly located on the street or footpath nor in front of the building line of the dwelling on the servient lot.
- 6. Not to subdivide or crosslease the servient lot.
- 7. Not to construct any road on any part of the servient lot which provides access to any other land adjoining the servient lot.
- 8. To reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Grantor's use of the servient lot directly or indirectly through the Grantor's agents or invitees.
- 9. Not to permit or suffer any advertisement sign or hoarding of a commercial nature to be on any part of the servient lot or building without prior consent in writing of the Committee.
- 10. Not to remove any trees planted by the Grantor on the servient lot without the prior consent in writing of the Committee.
- 11. To pay the local authority rates and charges incurred as a result of a higher level of service for the ongoing maintenance of roads, reserves, lakes, landscaping, structures and other public amenities in the subdivision.
- 12. Not to lodge submissions against or object to the establishment of community services (including but not limited to schools, childcare facilities, churches and medical facilities) which are in accordance

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Easement Instrument

Dated 2 May 2008

Page 7 of 7 pages

(Continue in additional Annexure Schedule, if required.)

with the performance standards of the District Plan that are relevant to that activity in a residential zone.

- 13. Should the Grantor be in breach of these covenants, the Grantor may be served written notice by the Grantee or any other party to these covenants and shall be required to remedy the breach of the covenants within 7 days of receipt of the notice in writing. Should the Grantor fail to rectify the breach in accordance with the notice then upon the expiry of the 7 day notice period the Grantee or the Committee or any other party to these covenants may seek an order from the Court requiring a rectification of the breach and/or preventing any further construction until the breach is rectified and further the Grantor shall be liable to pay to the Grantee or the Committee a penalty sum of \$50.00 per day calculated from the date the notice is given with the penalty sum continuing until such time as the breach is rectified and in addition the Grantor shall pay all costs incurred including all professional and legal costs incurred by the Grantee or the Committee or other party to these covenants.

SCHEDULE B

See attached Design Guidelines

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