

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

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Land registration district

OTAGO



Grantor

Surname(s) must be underlined or in CAPITALS.

Southern Lifestyle Limited

Grantee

Surname(s) must be underlined or in CAPITALS.


Southern Lifestyle 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).

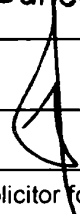
Dated this 10th day of March 2008

Attestation

Southern Lifestyle Limited by its attorney Timothy Morris Black 	Signed in my presence by the Grantor
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Denise Rachel Hicks Occupation Solicitor Address Dunedin
Signature [common seal] of Grantor	

Southern Lifestyle Limited by its attorney Timothy Morris Black 	Signed in my presence by the Grantee
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Denise Rachel Hicks Occupation Solicitor Address Dunedin
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)
Land Covenants		Lot 1-6 & 40 DP 398377	Lots 1-6 & 40 DP 398377

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]** **[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

[Handwritten signatures]

Annexure Schedule



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

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(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

1. Building Covenant

The Grantor covenants with the Grantee:

- a. not to erect or place on the servient land any second hand, transportable, or relocatable dwelling, garage, carport, container or other structure save that it is permissible to erect on the servient land buildings that are prefabricated but previously unassembled buildings.
- b. not to camp or permit camping on the servient land (whether by tent, caravan, recreational vehicle, house bus, campervan or other temporary form of accommodation) prior to erection of a dwelling thereon.

2. Further Development Covenants

- 2.1 The Grantor shall not and shall not procure any other person to object or submit to any relevant authority having jurisdiction in respect of any application by Southern Lifestyle Limited or any associated party to a Resource Consent or District Plan change relating to the subdivision of Part Lot 2 DP 366787 ("the Head Title") and any subsequent subdivision of the Head Title by Southern Lifestyle Limited or any associated party.
- 2.2 The Grantor shall agree to and execute all documents necessary for Southern Lifestyle Limited or any associated party to register further restrictive land covenants and easements over the Head Title or any part thereof.

3. Construction Covenants

All residential units and ancillary buildings constructed on each of the residential Lots on the servient land shall comply with the following standards.

- a. Maximum height of all buildings, trees, shrubs, and other structures and plants shall be no more than 5.6 metres above the natural ground level of the individual lots within the servient tenement.
- b. The minimum floor area of each residential dwelling shall be 100m² excluding any garage, carport or other ancillary buildings.
- c. Only new or first-hand materials shall be used in the construction of any building save that second-hand brick may be used.

4. Land Use Covenant

The Grantor covenants with the Grantee not to allow the servient tenement and any improvements thereon to become unkempt or untidy or fall into a state of disrepair, and in particular without limiting the generality of this clause, not to allow any noxious or other weeds and undergrowth, or grass to grow above 300 millimetres and height on the servient tenement. In the event of the registered proprietor of the dominant tenement giving written

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

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(Continue in additional Annexure Schedule, if required.)

notice to the registered proprietor of the servient tenement to remedy any breach of this clause and such breaches not remedied within thirty days from receipt of such notice, the party who gave such notice (with his Agents and workmen) shall have the right to enter upon the servient tenement to remedy the breach and recover the costs thereof from the registered proprietor of the servient tenement as a liquidated debt. For the purposes of this clause, notice shall be deemed to be received the working day after posting to the address of the registered proprietor of the servient tenement as then recorded in the relevant Territorial Authorities Rating records.

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.

CERTIFICATE OF NON-REVOCATION

Date: 10 March 2008.

I, Timothy Morris Black, Solicitor of Dunedin, hereby certify:

1. That by deed dated 27 February 2008, I was appointed the lawful attorney of Southern Lifestyle Limited on the terms and subject to the conditions set out in the deed.
2. That at the date of this certificate I have not received any notice or information of the revocation of that appointment by the liquidation of Southern Lifestyle Limited or otherwise.

Signed by Timothy Morris Black

