

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

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor****Progeni Limited****Grantee****Progeni Limited****Grant of Easement or *Profit à prendre* or Creation of 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)~~

**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 (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenant	Lot 1 DP 478324 (CFR 664503) Lot 1 DP483876 (CFR 684456)	Lot 1 DP 478324 (CFR 664503) Lot 1 DP483876 (CFR 684456)	Lot 1 DP 478324 (CFR 664503) Lot 1 DP483876 (CFR 684456)

**Form B - continued**

**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 specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007~~

~~The implied rights and powers are hereby [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 \_\_\_\_\_]~~

**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 the **Annexure Schedule B**.

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule \_\_\_\_\_]~~

**Annexure Schedule***Insert instrument type*

Land covenant

*Continue in Additional Annexure Schedule(s), if required***ANNEXURE SCHEDULE B****Background:**

The Covenant Land forms part of a development undertaken by Progeni Ltd which is intended to be established as a high value well designed and ecologically sensitive subdivision. It is intended that supervision and control be exercised initially by the developer then between the subsequent proprietors of Dominant Land for the protection of and in the interests of those proprietors in relation to:

- the nature and type of construction to be permitted in the development
- and the standard of surroundings being maintained
- and the degree to which the development preserves ecosystems and natural resources
- and the degree to which each proprietor may impact on the property value or enjoyment of other proprietors.

In recognition of these objectives the following land covenants are made.

**Land Covenants:****Definitions:**

In this instrument

- "Dominant Land", "Servient Land" and "Covenant Land" is Lot 1 DP 483876 and Lot 1 DP 478324.
- "Grantee" means the registered proprietor for the time being of the Dominant land.
- "Grantor" means the registered proprietor for the time being of the Servient land.

The Grantor for itself and so as to bind their Servient Land, covenants and agrees with the Grantee for the benefit of the Dominant Land that, except where the Grantor is Progeni Ltd, the Grantor shall observe and perform the covenants set out in this instrument.

1. The Grantor will ensure any new residential dwelling erected on their Servient Land shall be at least 180m<sup>2</sup> in indoor floor area.
2. The Grantor will ensure that no building, fencing, or landscaping is done on the Servient Land without prior consultation with proprietors of adjacent Dominant Land.
3. The Grantor shall complete any building project within 24 months of commencement of building such that their Servient Land is tidy and presentable and free of any visible signs of construction activity or debris.
4. The Grantor shall establish and maintain landscaping encompassing sufficient plants, trees and shrubs to enhance the appeal of their Servient Land. Such landscaping shall not use exotic trees unless they are fruit or nut

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**Annexure Schedule***Insert instrument type*

Land covenant

*Continue in Additional Annexure Schedule(s), if required*

trees.

5. The Grantor shall ensure that trees or structures on their Servient Land do not unreasonably shade outdoor living areas or decks of adjacent properties where those areas were established prior to the planting of the trees or building of the structures.
6. The Grantor will not subdivide their Servient Land before 1 January 2025.
7. The Grantor will not allow any buildings, structures, driveways, landscaping or fencing on their Servient Land to fall into disrepair.
8. The Grantor will maintain in a neat and tidy condition and prevent from becoming unsightly at all times, their Servient Land, any Local Authority owned road frontage (road reserve) of their Servient Land and any private right of way road frontage of their Servient Land.
9. Unless garaged or adequately screened so as not to be highly visible or unless needed during the time of construction of the dwelling/primary building, the Grantor shall not bring on to, or to allow to remain on their Servient Land or adjacent road any
  - vehicle (including recreational and trade vehicles) with a gross laden weight exceeding 3,500 kgs
  - or any vehicle that is derelict or unregistered
  - or any caravan, motor home, trailer or boat,
  - or any temporary building (including sheds)
  - or any other equipment, materials or machinery.
11. The Grantor shall ensure that no vehicle, caravan, bus or motor home, garage or outbuilding on their Servient Land is to be used for residential use other than for short term occupation of visitors for a period not exceeding 2 months in any 6 month period.
12. The Grantor will not permit activities on their Servient Land that detract from the value of adjacent Dominant Land, without first obtaining written permission from the adjacent Grantee(s).
13. The Grantor shall arrange adequate structures and management for storm water drainage from their Servient Land so that there is no reasonably predictable detriment to other property relative to natural pre-development flow regimes.
14. The Grantor will re-instate, replace and be responsible for all costs arising from damage to the landscaping, berms, public carriageways, shared right of way carriageways, footpaths, kerbs, street lights, street signs, concrete or any other structures on the Dominant Land arising from the Grantor's use of their Servient Land directly or indirectly through the Grantor's actions or those of the Grantor's, consultants, contractors or invitees.
15. The Grantor shall ensure that any dwelling built on their Servient Land has

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**Annexure Schedule***Insert instrument type*

Land covenant

*Continue in Additional Annexure Schedule(s), if required*

- rain water collection,
  - emergency water storage for at least 3 days use by dwelling occupants,
  - thermal insulation greater than the minimum standards for the day
  - and makes use of passive solar heating principles.
16. The Grantor shall not keep any animals on their Servient Land that are potential predators to native birds except for dogs and cats which shall be limited to 3 such animals. If dogs and cats are kept then the Grantor shall ensure that dogs are not able to roam and cats are confined at night and not easily able to prey on native birds in areas of protected vegetation.
17. The Grantor shall not require any contribution to the cost of fences constructed on their boundary to any adjacent Grantee's land where the Grantee's Dominant Land area is greater than 4500m<sup>2</sup>.
18. The Grantor agrees to approve without delay any resource consent application relating to development of remaining larger blocks of Dominant Land with an area of contiguous ownership of over 4500m<sup>2</sup>. Such approval is to include but not be limited to signing standard council affected person's written approval forms, allowing any further development of such blocks of land.
19. If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Grantor may have to any person having the benefit of this covenant, should the Grantor not rectify the breach or non-observance of any of the foregoing covenants within 15 working days of written notice being made by any Grantee then the Grantor will pay to the first party making such demands as liquidated damages the sum of \$250 per day for every day that such breach or non-observance continues beyond 15 working days after the date upon which written demand has been made until the breach is remedied, together with any costs and expenses incurred by any Grantee to remedy the breach or non-observance.
20. Any dispute arising out of or in connection with this contract shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration shall be by one arbitrator based in the Wellington region to be agreed upon by the disputing Parties and if they should fail to agree within ten working days from the date upon which the dispute arises then an arbitrator is to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

Extinguishing of Covenant

21. This covenant ceases to have effect 1 January 2040.

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## Annexure Schedule

4 pages

*Insert instrument type*

Land covenant

*Continue in Additional Annexure Schedule(s), if required*ANNEXURE SCHEDULE - CONSENT FORM<sup>1</sup>

## Land Transfer Act 1952 section 238(2)

Person giving consent

*Surname must be underlined*

Capacity and Interest of Person giving consent

*(eg. Mortgagee under Mortgage no.)*Maureen Anne Reed

Mortgagee under Mortgage 9870401.1

## Consent

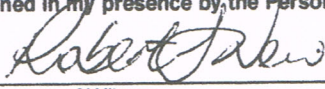
*Delete words in [ ] if inconsistent with the consent**State full details of the matter for which consent is required*

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the Person giving consent hereby consents to: registration of the within Easement Instrument 10390255.1

Dated this 12<sup>th</sup> day of April 2016

## Attestation

M.A. Reed.	Signed in my presence by the Person giving consent 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name ROBERT JAMES NEW Occupation SALES DIRECTOR Address 5 REGENT CLOSE BRAMHALL STOCKPORT SK7 1JA UK
Signature [Common seal] of Person giving consent	

<sup>1</sup> An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.