

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

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

**Grantor**

THE LAKES (2012) LIMITED

**Grantee**

THE LAKES (2012) 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
Fencing Covenant and Land Covenant		See annexure schedules  See annexure schedules	See annexure schedules  See annexure schedules

## 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]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

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

~~[the provisions set out in the 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:

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

~~[the provisions set out in the Annexure Schedule].~~

*Insert instrument type*

Easement Instrument

**CONTINUATION OF "SCHEDULE A"**

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference) DP 454401	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT <i>Or in gross</i> )
Fencing Covenant and Land Covenant		Lot 736 DP 454508 CT 583619	Lot 736 DP 454508 CT 583619
		Lot 737 DP 454508 CT 583620	Lot 737 DP 454508 CT 583620
		Lot 738 DP 454508 CT 583621	Lot 738 DP 454508 CT 583621
		Lot 100 DP 454508 CT 583623	Lot 100 DP 454508 CT 583623
		Lot 741 DP 454508 CT 583622	Lot 741 DP 454508 CT 583622
		Lot 744 DP 454508 CT 583625	Lot 744 DP 454508 CT 583625
		Lot 745 DP 454508 CT 583626	Lot 745 DP 454508 CT 583626
		Lot 746 DP 454508 CT 583627	Lot 746 DP 454508 CT 583627
		Lot 747 DP 454508 CT 583628	Lot 747 DP 454508 CT 583628
		Lot 748 DP 454508 CT 583629	Lot 748 DP 454508 CT 583629
Lot 749 DP 454508 CT 583630	Lot 749 DP 454508 CT 583630		

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## **CONTINUATION OF COVENANT PROVISIONS**

### **FENCING COVENANT**

1. The Lakes (2012) Limited ("The Lakes") shall not be liable to pay for or contribute towards the cost of erection or maintenance of any fence between any lot shown on DP 454508 and any adjoining lot owned by The Lakes but this condition shall not enure for the benefit of any subsequent purchaser of such adjoining land or any part thereof.
2. The registered proprietor agrees to meet the total cost of construction of any fence to be constructed on the boundary of adjoining land if such land is owned by the Local Authority AND FURTHER, the registered proprietor will not seek contribution from The Lakes or the Local Authority.

### **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 called "purchaser) acknowledges and agrees with The Lakes (2012) Limited ("The Lakes") and 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 and it is desirable that supervision and control be exercised by The Lakes for the protection of and in the interests of all Grantees in relation to the nature and type of construction to be permitted in the subdivision and the standard of surroundings being maintained. 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 until 1 January 2035 (after which date these covenants shall be of no further effect) as follows:-

1. Not to erect any structure other than a new residential dwellinghouse/primary building and associated ancillary buildings. Should the purchaser wish to incorporate an additional self-contained living area within the same roofline, a pre-built transportable or relocatable dwellinghouse/primary building, or any other building, then the prior written approval of The Lakes shall be obtained.
2. Not to erect or allow to be erected a dwellinghouse/primary building of a floor area less than 160 square metres (the floor area measurement to be exclusive of garage, carports, decking, breezeways, entry porches, verandas and roof overhang). All dwellinghouse/primary building plans and siting of the dwellinghouse/primary building are to be approved in writing by The Lakes prior to application for a building consent, and/or commencing site works, pegging out or preparatory work on site for the erection of such a dwellinghouse/primary building. In determining whether or not to approve the plans and specifications, The Lakes will take into account both the appearance of the proposed dwellinghouse/primary building and the appearance of other dwellinghouses/primary buildings in close vicinity to the said dwellinghouse/primary building to the intent there should be a range of style, design and appearance of dwellings within the subdivision.

The written approval by The Lakes is for subdivision standard control purposes only and implies no warranty as to the product, design, quality or suitability of the dwellinghouse/primary building on the said lot/section in any manner whatsoever.

The purchaser shall construct the said dwellinghouse/primary building in accordance with the plans approved in writing, however any modification or variation to the plans already approved by The Lakes for the said dwellinghouse/primary building shall require further written approval by The Lakes prior to such modifications or variations commencing.

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3. To construct any dwellinghouse/primary building with a minimum of 60% of the non-glazed exterior cladding of the dwellinghouse/primary building consisting of any of the following materials: kiln fired or concrete brick, stucco textured finish, stone, linea, or timber weatherboard with a maximum erected width not exceeding 150mm, or any other exterior cladding material for which the purchaser has first obtained The Lakes' consent in writing. Any other weatherboard, vinyl, metal or plastic products will require the prior written approval of The Lakes. The approval by The Lakes is for subdivision standard control purposes only and implies no warranty to the quality or products used or their suitability to the dwelling-house in any manner whatsoever.

Any dwellinghouse/primary building with an exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured at the time of construction in such a manner as to fully cover that exterior finish unless otherwise approved in writing by The Lakes. All exterior surfaces which are not pre-colour coated or finished shall be painted or stained prior to the dwellinghouse/primary building being occupied.

Where a dwellinghouse/primary building has a basement, exposed subfloors, framing and/or decks, the exposed areas shall be clad in permanent materials in conformity with the main parts of the residence.

4. Any dwellinghouse/primary building or garage wall predominantly facing the road frontage must include at least one window or feature unless approved otherwise in writing by The Lakes.

5. The final colour of the exterior cladding of those areas of the dwellinghouse/primary building predominantly facing all road frontages is to be of subdued or non-vibrant colours unless otherwise approved in writing by The Lakes.

6. To construct a minimum of one garage which is to be attached to the dwellinghouse/primary building unless approved otherwise in writing by The Lakes. The garage must be constructed in the same architectural style with the same cladding materials as the dwellinghouse/primary building.

Unless approved otherwise in writing by The Lakes, all other sheds or buildings are not to extend beyond the front building alignment of the dwellinghouse/primary building and are to have their exterior cladding colours in keeping with the main dwellinghouse/primary building.

7. In order not to create a glare offensive to adjoining property owners, not to use any metal clad roofing that has not been factory pre-painted.

Not to use reflective surfaces or bright colour finishes on any exterior cladding or roofing on the dwellinghouse/primary building and any other buildings unless approved otherwise in writing by The Lakes.

8. Not to erect any more than one dwellinghouse/primary building on the land nor subdivide the land further unless approved in writing by The Lakes.

9. Not to allow on any of the lots/sections any buildings, structures, driveways, landscaping or fencing to fall into disrepair.

Not to allow to remain on any walls, fence, signs, structure or building on the property any graffiti or similar disfiguring for more than 5 working days from the date that such graffiti or disfiguring occurred or was brought to the notice of the purchaser.

10. Not to construct any road on any part of the said land which provides access to any other land adjoining the said land without the prior written approval of The Lakes.

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11. Unless prior written approval from The Lakes is sought, to complete any construction of the dwellinghouse/primary building (including exterior painting and decorating) within 9 months of commencement of excavation of the dwellinghouse/primary building site and further within that 9 month period construct in a proper and tradesmanlike manner a driveway, or vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving, or sealing. The driveway concrete from the kerb to the lot/section boundary shall be constructed of the same exposed aggregate concrete as the footpaths in that precinct of The Lakes subdivision.

12. Within 6 months of the completion of the dwellinghouse/primary building, lawns shall be laid, landscaping work encompassing fences, paths, retaining walls and sufficient plants, trees and shrubs to enhance the street appeal of the said dwellinghouse/primary building, and reinstatement of the Local Authority owned land (road reserve) in front of the lot/section shall be completed unless prior written approval from The Lakes is given.

Further, within 6 months of the completion of the dwellinghouse/primary building, interior window furnishings shall be hung, unless prior written approval from The Lakes is given.

13. Except for driveways, not to carry out landscaping on the road frontage of the Local Authority owned land except in accordance with the general overall landscaping plan prepared by The Lakes and approved by the Local Authority.

14. To keep and maintain in a neat and tidy condition and prevent from becoming unsightly at all times, the lot/section and the Local Authority owned road frontage (road reserve) of the lot/section from the date the purchaser takes possession of the lot/section.

15. Not to bring on to, or to allow to remain on the said lot/section (except during the time of construction of the dwellinghouse/primary building), or on any road of the subdivision or any local authority owned land, any:

- vehicle (including recreational and trade vehicles) with a gross laden weight exceeding 3,500kgs
- temporary building (including sheds)
- caravan, motorhome
- trailer
- or any other equipment, materials or machinery

unless garaged or adequately screened so as not to be highly visible from the road frontage, or to prevent noise likely to cause offence to residents.

No caravan, motorhome, boat, vehicle (including recreational and trade vehicles) with a gross laden weight exceeding 3,500kgs, bus or other equipment or materials or machinery or trailers are to be regularly located on the street or footpath.

No caravan, motorhome, boat, vehicle (including recreational and trade vehicles, bus or other equipment or materials or machinery or trailers shall have any maintenance or repair work carried out on the street, footpath or other Local Authority owned land.

Any bus, recreational vehicles and boats shall be adequately screened so as to not be highly visible from the road frontage, or to prevent noise likely to cause offence to residents unless prior written approval of the Lakes is given and meets Local Authority requirements.

No vehicle, caravan, bus or motorhome shall be placed on the said land 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.

*Insert instrument type*

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16. Except during construction, not to erect any fence constructed of shade-cloth, netting, iron or steel of any profile, untextured woodfibre cement panels, plywood, fibrolite or post and wire unless prior written approval of The Lakes is given. All final and permanent fences are to comply with Local Authority requirements, however, no fence (excluding The Lakes' subdivisional walls) shall exceed 1.2 metres in height above The Lakes' finished ground level of the property within 3 metres of the road frontage boundary, except for corner lots/sections or lots/sections with two road frontages for which written approval by the Lakes may be given for fencing to be erected within 3 metres of the road frontage boundary to a height of 1.8 metres from The Lakes finished ground level for up to 50% of the frontage of such lots/sections.

Retaining structures on the road frontage shall meet Local Authority requirements but shall not exceed 1.2 metres in height above The Lakes finished ground level of the lot/section unless prior written approval from The Lakes has been granted. Retaining structures between the front face of the house and the road frontage boundary that are required to exceed 1.2 metres in height shall be stepped and landscaped to soften the visual appearance of the retaining structure. No stepped increment shall exceed 1.2 metres in height.

17. To pay for construction and maintenance of any fence constructed on the boundary of any adjoining land owned by the Local Authority and not to seek contribution from The Lakes or the Local Authority for such construction or maintenance cost.

18. Not to permit the land to be occupied or used as a residence unless the dwellinghouse/primary building on the property has been substantially completed in accordance with these covenants and the Local Authority Code of Compliance Certificates have been issued for the dwellinghouse/primary building.

Further, not to permit the garage or other outbuildings erected on the said lot/section to be lived in without the prior written approval of The Lakes.

19. Not to display more than one advertisement, sign or hoarding of a commercial nature measuring in excess of 1000mm x 1000mm on any part of the lot/section, dwellinghouse/primary building or Local Authority land unless first approved in writing by The Lakes.

20. Within 3 months of completion of the dwellinghouse/primary building on the said lot/section, to construct a letterbox that is aesthetically sensitive in terms of quality, design and location and not to site any such letterbox on Local Authority owned land. Not to site any clotheslines in such a way as to be highly visible from the street nor neighbouring properties. The final location and design of such clotheslines and letterboxes to be at the sole discretion of The Lakes. Should consent be required, it shall be by way of prior written approval from The Lakes.

21. The purchaser shall use best endeavours to locate any attachments around or on to the dwellinghouse and buildings (including but not necessarily limited to television antenna, solar hot water panels and air-conditioning units) so they are not highly visible from any road frontages.

22. To ensure due allowance is made for adequate current and future drainage of all stormwater from the lot/section, such stormwater drainage not to be detrimental to the water quality of the stormwater network. The purchaser shall also ensure that no discharge from the lot/section whether of a soluble or insoluble nature shall occur. The purchaser is responsible for all costs, claims or demands for any remedial action undertaken for any breach thereof.

23. Before the commencement of construction, the purchaser shall erect either a temporary or permanent fence around the perimeter of the said lot/section to define the construction zone. Any temporary fencing erected for the construction phase of the dwellinghouse/primary building shall be removed within 8 weeks of construction being completed.

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24. Not to allow contractors and subcontractors to commence work on the site without first informing them of the restrictions created by these covenants and ensuring their compliance therewith.
25. Before construction of the said dwellinghouse/primary building, stockpiling and storage of materials and dumping and/or accumulating of rubbish is strictly prohibited on the site. Once construction has commenced the purchaser shall ensure container bins shall be kept on the lot/section for the accumulation and disposal of all rubbish. When necessary all such rubbish shall be removed.
- Before, during and after construction, the use of adjacent or abutting land and footpaths for access, stockpiling and storage of materials and dumping of rubbish is strictly prohibited, provided however, that the purchaser or the purchaser's agents or invitees may only have access across any other site upon obtaining prior written approval from the owner.
26. The purchaser shall ensure that during any construction, due allowance is made for the protection of the footpaths and the Local Authority owned road frontage by way of placing appropriate material over those areas where vehicular traffic is to run to minimize dirt being carried on to the road and footpaths and kerbs being broken.
- The purchaser shall ensure that all landscaping, berms, roading, footpaths and kerbs are kept clean and free from debris prior, during and after construction.
- The purchaser shall re-instate, replace and be responsible for all costs arising from damage to the landscaping, berms, roading, footpaths, kerbs, streetlights, street signs, concrete or any other structures in the subdivision arising from the purchaser's use of the land directly or indirectly through the purchaser's actions or those of the purchaser's agents, consultants, contractors or invitees.
27. Not to bring on to, raise, breed or keep any animals, reptiles, poultry or livestock on the lot/section or buildings except to keep a maximum of three animals limited to dogs or cats unless prior written approval is given by The Lakes and is in keeping with Local Authority regulations. All animals shall not be allowed to become a nuisance to others in the subdivision and be controlled so as to prevent them from roaming the subdivision at will.
28. Where The Lakes has been dissolved or wound up or otherwise gone out of existence, "approval by The Lakes" shall mean approval by any party appointed and/or nominated by The Lakes for this purpose.
29. The purchaser covenants that they will at all times save harmless and keep indemnified The Lakes from all proceedings, costs, claims and demands in respect of breaches by the purchaser of any of the stipulations, restrictions and covenants contained in the preceding clauses.
30. In any circumstances where The Lakes' approval is required in respect of any covenant, then any approval shall be at The Lakes' sole discretion and in no circumstance shall The Lakes be required to give any reason for its decision.

If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the purchaser or The Lakes may have to any person having the benefit of this covenant, should the purchaser not rectify the breach or non-observance of any of the foregoing covenants within 15 working days of written notice being made by The Lakes or any of the registered proprietors of the lots/sections, then the purchaser will pay to The Lakes or the person making such demands as liquidated damages the sum of \$250 per day for every day that such breach or non-observance continues after the date upon which written demand has been made until the breach is remedied, together with any costs and expenses incurred by The Lakes or any registered proprietor to remedy the breach or non-observance.