

**Easement Variation instrument to vary Easement or Profit à prendre or Land Covenant**

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

**Grantor**

Vida Homes Limited; [redacted] and [redacted]

**Grantee**

Vida Homes Limited; [redacted] and [redacted]

**Variation of Easement, Profit à prendre or Covenant**

The terms, covenants or conditions contained in the easement(s), *profit(s) à prendre*, or covenant(s) set out in Schedule A **are hereby varied, negatived or added to**, as set out in Schedule B.

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose of Easement; <i>Profit or Covenant</i>	Creating Instrument number	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	10591549.6	Certificates of Title 758206 to 758221 inclusive	Certificates of Title 758206 to 758221 inclusive

**Schedule B**

*Continue in Annexure Schedule, if required*

The Grantor and Grantee agree to amend Schedule A of Easement Instrument 10591549.6 as follows:

Clause 1.1 be deleted and replaced with the following:

“1.1 All development on the land is to comply with the conditions of the Waipa District Council Resource Consent numbered SP/0037/16 and LU/0132/16 as varied by LU/0132/16.01.”

(continued on page 2 Annexure Schedule)

*Insert instrument type*

**Variation of Easement Instrument**

*Continue in additional Annexure Schedule, if required*

Clause 1.2 be deleted and replaced with the following:

“1.2 The drawings prepared by Albert van Vliet Architectural and included in Resource Consent LU/0132/16.01 dated 31 March 2017 (“the Drawings”) indicate the general appearance that is envisaged for new dwellings. All buildings erected, placed or permitted to be erected or placed on the land are to comply with the design intent (general appearance) shown in the Drawings.”

Clause 1.3 be deleted and replaced with the following:

“1.3 The Drawings state the allowable maximum building coverage, minimum permeable site area, minimum outdoor living area and other development restrictions for each Lot and all buildings erected, placed or permitted to be erected or placed on each Lot shall comply with the Drawings.”

Clause 1.4 be deleted and replaced with the following:

“1.4 All buildings erected, placed or permitted to be erected or placed on the land shall have a minimum gross floor area as set out in the Drawings.”

Clause 1.6 be deleted and replaced with the following:

“1.6 All buildings erected, placed or permitted to be erected or placed on the land shall have gable-end roofs with pitches of 45 degrees (excluding dormers) except with the approval of the Grantor; all buildings shall have gable-end roofs; hip-roofs are not permitted. All roofing shall be in only pre-finished metal corrugate-profile roofing in the colour “Resene Grey Friars”. Roof guttering, downpipes and associated fixing/brackets shall not be white upVC/plastic.”

Clause 1.7 be deleted and replaced with the following:

“1.7 Only the following wall cladding materials shall be permitted:

- (a) Solid plaster with paint finish over substrate of brick, block or lightweight concrete panel;
- (b) Cedar vertical “shiplap” boards with paint or clear finish;
- (c) Pine vertical “shiplap” boards with paint finish;
- (d) **Flamenco - EuroRed Blend by Canterbury Clay Bricks – Red /Ochre / Black – Grout Mid Grey;**
- (e) “Eurostyle Epic” prefinished metal cladding panel in the colours “Resene Sandstone Grey” or “Resene Grey Friars”.

*Insert instrument type*

**Variation of Easement Instrument**

*Continue in additional Annexure Schedule, if required*

Clause 1.8 be deleted and replaced with the following:

“1.8 All fences erected or placed or permitted to be erected or placed on the land to boundaries shall be constructed as follows:

- (a) Fences constructed of dressed timber palings, posts and rails with paint finish to a maximum height of 1.8 metres; paling profile to be 100x25mm and spacing between palings to be a minimum of 20mm;
- (b) Fences constructed from prefinished metal fencing panels and posts to a maximum height of 1.2 metres; panels to consist of either 40x20mm (approximate) top and bottom rails and 15mm (approximate) round vertical rods or 6.5mm wire with triangle-folded top and bottom;
- (c) Fences constructed of solid plaster with a paint finish over masonry block or light weight concrete panel to a maximum height of 1.8 metres;
- (d) Fences constructed of Flamenco - EuroRed Blend by Canterbury Clay Bricks – Red /Ochre / Black – Grout mid grey to a maximum height of 1.8 metres.

Clause 1.9 be deleted and replaced with the following:

“1.9 Notwithstanding Clause 1.8 the following conditions apply to all fences erected or placed or permitted to be erected or placed on the land:

- (a) No fence shall be more than 1.8 metres in height from finished ground level;
- (b) The maximum total (combined) length of 1.8 metre high fences on the road/right of way/public reserve boundary for each Lot shall be a length equal to 1/3 of the road/right of way/public reserve boundary length;
- (c) The maximum total (combined) length of fences greater than 1.2 metres high on the internal Lot boundaries for each Lot shall be 15 metres;
- (d) Any length of 1.2 metre fence is permitted.

A new clause 2.17 be added as follows:-

“2.17 The Grantor shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of Vida Homes Limited.”