

**Easement instrument to grant easement or *profit à prendre*, or create land covenant**  
Sections 90A and 90F, Land Transfer Act 1952**EI 6120099.7 Easement**

Cpy - 01/01, Pgs - 008, 18/08/04, 14:10



DocID: 211210993

Land registration district

Canterbury

Grantor

Surname(s)

Bruce William Gibson and Brian Francis Emery

Grantee

Surname(s) must be underlined.Bruce William Gibson and Brian Francis EmeryGrant\* 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

12<sup>th</sup>

day of

July

2004

## Attestation

	Signed in my presence by the Grantor	
	Signature of witness	
	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name	MARTIN PETER BOYCE
Signature [common seal] of Grantor	Occupation	SOLICITOR
	Address	CHRISTCHURCH

	Signed in my presence by the Grantee	
	Signature of witness	
	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name	MARTIN PETER BOYCE
Signature [common seal] of Grantee	Occupation	SOLICITOR
	Address	CHRISTCHURCH

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

12<sup>th</sup> July 2004

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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	Deposited Plan 336119	Lot 1, Lots 3 to 13, and Lots 15 to 21 Deposited Plan 336119	Lot 1, Lots 3 to 13, and Lots 15 to 21 Deposited Plan 336119

**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 156 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 156 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

AP

*[Handwritten signatures]*

**Annexure Schedule 2**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated 12<sup>th</sup> July 2004

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(Continue in additional Annexure Schedule, if required.)

**1. Land Covenants ("Covenants")**

**1.1** The Grantor and the Grantee wish to protect the visual concept and integrated appearance of the subdivision as a whole. Therefore the Grantee and the Grantee's successors in title, covenants with and for the benefit of the Grantor and the Grantor's successors in title, so as to bind the registered proprietors of the servient tenements set out in Schedule A or any part thereof as hereinafter appears and request that such Covenants be noted against all the titles for the dominant and servient tenements.

**1.2** These Covenants shall expire on 1 July 2014 and be void for all purposes thereafter including antecedent breach.

**2. Interpretation**

**2.1** For the purposes of these Covenants:

- (a) "allow" includes to do, facilitate, permit and suffer.
- (b) "building" includes all structures and construction, including (but not limited to) dwelling-houses, flats, units, garages, glass-houses and sheds.
- (c) "construct" and "construction" includes to install, erect, relocate, repair, renovate, replace or place on the Land, Lot or in any Building and also includes "allow" to construct.
- (d) "land" and "Lot" means any Lot having the burden and/or the benefit of these Covenants.
- (e) "Landscape Features" includes all fences, walls, wind-breaks, washing lines, letterboxes, satellite dishes, street and/or house numbering and the design of that lettering or numbering, kerbs, footpaths, road frontages, driveways, driveway crossings, entranceways and concrete areas.
- (f) "Grantee" means **Bruce William Gibson and Brian Francis Emery**.
- (g) "Grantor" includes the registered proprietor for the time being of the land.
- (h) The headings used in this document are for convenience only and do not form part of the Covenants nor are they to be used in interpretation thereof.

**3. Floor area of Building**

The Grantee shall not, without the written consent of the Grantor erect on the property a new single storey dwelling with a floor area of less than 200m<sup>2</sup> (including garage, but excluding carports, decking, breezeways, roof overhangs and other accessory buildings) unless the Christchurch City Council site coverage restrictions apply in which case the dwelling shall be the maximum size allowable.

**4. Design of Dwelling**

The Grantee shall not construct any dwelling of a single square or rectangular shape. Any dwelling shall have at least two breaks and one full valley in the roofline. The roof shall have a pitch of not less than 25 degrees provided that these requirements may be varied with the prior approval and written consent of the Grantor. Roofs must have at least 300mm wide soffits and cannot be varied without the written approval and written consent of the Grantor.

**5. Further Subdivision**

Undertake any further subdivision and/or allow more than one (1) single family unit to occupy each lot, with the exception of Lots 1 and 13 where a maximum of two (2) single family units may occupy each Lot. Each such unit shall have a floor area of not less than 200m<sup>2</sup> subject to the provisions of Clause 3 above.

**6. Accessory Buildings**

The Grantee shall not construct any accessory building, carport, decking, breezeway, or roof overhang, without the same being architecturally integrated with the design of the dwelling. Further and in order to enhance the quality and appearance of buildings in the subdivision, any attachments to the buildings on the

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.

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BE

**Annexure Schedule 2**

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

Easement Instrument

Dated

12<sup>th</sup>

July 2004

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(Continue in additional Annexure Schedule, if required.)

property (including, but not necessarily limited to, television aerials, satellite dishes, and solar hot water panels) shall be constructed in such a way as to be discreetly integrated with the design of such buildings.

**7. Commencement of Works**

The Grantee shall not commence any work for the erection of improvements whether the same be for buildings, accessory buildings, fences or landscaping and this shall also include exterior finishes and excavation of foundations upon the property unless plans and specifications and other details of construction and finish as the Grantor at the Grantor's absolute discretion may require, have first been submitted to the Grantor and have received the Grantor's written approval, which approval shall not be unreasonably withheld where the Grantor is satisfied that the dwelling and improvements:

- (a) Comply with the terms of these Covenants; and
- (b) Comply with any requirements of the Christchurch City Council or any other authority having jurisdiction over the property; and
- (c) Are of a style and standard which in the Grantor's reasonable opinion are consistent with the modern, high quality and well designed subdivision being promoted by the Grantor as detailed in the preamble.

**8. Building Materials**

The Grantee shall not construct any buildings with second hand or used exterior cladding but nevertheless recycled bricks shall be and are hereby approved. At least 60% of the exterior cladding must be comprised of the following materials:

- (a) Kiln fired or concrete brick.
- (b) Solid plaster or textured plaster finish.
- (c) Stone or timber.
- (d) Stained timber weatherboard.
- (e) Recycled brick.
- (f) Linear Board.
- (g) Any other exterior cladding material for which the Grantee has first obtained the Grantor's written consent.

**9. Roofing**

The Grantee shall not construct any buildings with roofing materials other than:

- (a) Tiles including clay, ceramic, concrete, decramastic pre-coated or pressed steel.
- (b) Steel (including pre-painted, long run, pressed or rolled steel).
- (c) Shingles.
- (d) Slate.
- (e) Membrane roofing.
- (f) A roofing material approved by the Grantor.

**10. Parking Areas**

The Grantee shall not construct any area for the parking of boats, caravans, trailers and the like that is directly visible from the road or placed in a location that adversely affects the neighbours' outlook or intrudes into the recession plane.

**11. Fences and Gates**

The Grantee shall not construct any fence or gate:

- (a) of corrugated iron, colour coated iron or post and wire, sheet or panel steel, untextured flat hardiflex, plywood, or with any material that is not considered by the Grantor to conform to the standard desirable for development in the subdivision; and

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**Annexure Schedule 2**

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Easement Instrument

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(Continue in additional Annexure Schedule, if required.)

- (b) within one (1) metre of a roadway frontage boundary **provided however** that such front fence and gate shall be restricted to 50% of the total frontage and shall be of the same or similar materials as that of the dwelling or as shall be approved in writing by the Grantor **provided that** this restriction shall not apply to lots 5 and 16; and
- (c) exceeding 1.6 metres in height above the natural ground level; and
- (d) not first approved by the Grantor; and
- (e) not built in accordance with sound building practice.

**12. Access to Lot**

The Grantee shall not allow more than one access to the Lot.

**13. Date for Commencement of Work**

The Grantee shall not permit more than 24 months to elapse from the possession date without commencing construction of a dwelling house on the property which complies with the Covenants herein.

**14. Timeframe for Construction**

The Grantee shall not commence construction of any building unless it is completed within 12 months of laying down the foundations for such building and no building once under construction shall be left without substantial work being carried out for a period exceeding 3 months.

**15. New Residential Building**

The Grantee shall not erect any building other than a new residential dwelling.

**16. Restriction on Exterior Cladding Materials**

The Grantee shall not erect any building on the land with exterior cladding (except for the cladding of soffits, chimneys or gable ends) or unrelieved flat sheet fibrolite, hardiflex, galvanised steel or similar materials.

**17. Completion of Landscape Features**

The Grantee shall not leave the outside of any landscape feature or building unfinished or any exterior walls or doors unpainted or unstained except where cedar cladding or decorative brick/stone is used.

**18. No Temporary Structures**

The Grantee shall not erect any temporary building or structure on the property except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of the work. For the avoidance of doubt, the Grantee shall not use such temporary building or structure for residential accommodation, temporary or otherwise.

**19. Maintenance of the Lot**

The Grantee shall not from the date of possession permit the property, including the street frontage thereto, to be in a condition other than in a neat and tidy condition and shall not permit excessive growth of grass so that it becomes longer than 100 millimetres above natural ground. The Grantee shall not grow or allow to grow on the property any noxious plants as defined under the Noxious Plants Act 1978 or any substituted legislation.

**20. Code Compliance Certificate**

The Grantee shall not allow any building on the land to be occupied as a residence in any way until a Code Compliance Certificate has been issued and the buildings have been completed in accordance with all the terms of these Covenants and all driveways, paths, fences and other landscape features are completed.

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.

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**Annexure Schedule 2**

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

Easement Instrument

Dated

12<sup>th</sup> July 2004

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(Continue in additional Annexure Schedule, if required.)

**21. Use of Adjacent Lots During Construction**

The Grantee shall not, during construction, place building materials and machinery on adjacent lots or use such lots for access without the express written permission of the registered proprietor of such lot (a copy of which to be given to the Grantor or the Grantor's agent). Any damage caused by unauthorised access shall be rectified and any rubbish removed within 24 hours of notice being given to the Grantee.

**21. Removal of Rubbish**

The Grantee shall not, during construction, allow rubbish to accumulate on the site and shall ensure container bins shall be kept on the lot for the disposal of all rubbish. When necessary all such rubbish shall be removed and any damage sustained to other lots, crossing, grass verges or footpaths whilst building work is taking place shall be rectified and restored to the condition that existed prior to the commencement of construction and such rectification shall be completed prior to occupancy of the dwelling.

**22. Sub-contractors to be bound by Building Covenants**

The Grantee shall not 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.

**23. Construction of Letter Boxes**

The Grantee shall not erect a letterbox other than one having materials of the same or similar appearance as the dwelling being erected.

**24. Construction, Maintenance and Repair of Access-ways**

The Grantee shall not allow, the construction, maintenance or repair of footpaths, driveways, drive crossings, entranceways and any coloured concrete areas on the land, the plan and specifications for which have not been approved by the Grantor.

**25. No Advertisements**

The Grantee shall not allow any advertisement, sign, or hoarding of any kind to be erected on any part of the land or any building except for compulsory statutory signage, real estate signage pending sale and builder's signage during construction and pending sale and Showhome advertising. All such signage (including its construction and location) must be approved by the Grantor prior to construction.

**26. Grantor's Access**

The Grantee shall not prevent the Grantor or their employees or agents from entering on to the property at all reasonable times for the purposes of ensuring compliance with these Covenants and remedying any breaches subject to:

- (a) The Grantor first having given written notice of its intention to enter not less than 24 hours beforehand.
- (b) Entry shall be for the purposes of ensuring compliance with the Covenants contained in this agreement or remedying any breach of Covenants.
- (c) In the event of the Grantor so entering the property the Grantor shall not be responsible for any damage occasioned to the property or anything placed on it as a result of a reasonable exercise by the Grantor of its powers.

**27. Prohibition against two-storey dwellings**

The Grantee shall not allow the erection of a two storey dwelling on any Lots provided that this covenant shall not be applicable to Lots 1, 6, 13 and 21.

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.

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# **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)

Insert type of instrument  
"Caveat", "Mortgage" etc

**Easement Instrument**

Page **7** of **7** pages

## **Consentor**

Surname must be underlined

## **Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**ANZ NATIONAL BANK LIMITED**

**Mortgagee under Mortgage  
Number 5964596.2**

## **Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

~~Section 238(2) of the~~

~~Act 1952~~

~~[Without prejudice to the rights and powers existing under the interest of the Consentor]~~

the Consentor hereby consents to:

**The registration of the within Easement Instrument to create Land  
Covenants on Deposited Plan 336119**

Dated this **12** day of **July** 20 **04**

## **Attestation**

**ANZ National Bank Limited  
by its Attorney**

**KAPUA KATRINA GARDNER**

*K Gardner*

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

**SAM LIEW  
BANK OFFICER  
AUCKLAND**

Signature of Consentor

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.



# The National Bank of New Zealand

## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Kapua Katrina Gardiner**, Manager Lending Services of Auckland in New Zealand hereby certifies that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
4. At the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

DATED at Auckland this 12<sup>th</sup> day of July 2004

*Kapua Katrina Gardiner*