

View Instrument Details



Instrument No 10026593.7
Status Registered
Date & Time Lodged 15 June 2015 09:19
Lodged By Clark, Belinda Kay
Instrument Type Easement Instrument



Affected Computer Registers Land District

687156	Nelson
687157	Nelson
687158	Nelson
687159	Nelson
687160	Nelson
687161	Nelson
687162	Nelson
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687179	Nelson
687180	Nelson
687181	Nelson
687182	Nelson
687169	Nelson
687183	Nelson
687184	Nelson
687185	Nelson

Annexure Schedule: Contains 6 Pages.

Grantor Certifications


I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒


I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Grantor Certifications


I certify that the Caveator under Caveat 9952064.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent 


I certify that the Mortgagee under Mortgage 9069333.3 has consented to this transaction and I hold that consent 


Signature


Signed by Anthony Gilbert Stallard as Grantor Representative on 26/05/2015 02:43 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument 

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument 

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply 

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period 

Signature

Signed by Anthony Gilbert Stallard as Grantee Representative on 26/05/2015 02:44 PM

*** End of Report ***

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

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

Grantor

WENSLEY ROAD DEVELOPMENTS LIMITED

Grantee

WENSLEY ROAD DEVELOPMENTS 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	DP484663	687156 to 687185	687156 to 687185

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in Annexure Schedule B

SCHEDULE B – RESTRICTIVE COVENANTS**1. INTERPRETATION**

In these Covenants, unless the context otherwise requires:-

Lot(s)	means present or future Lot(s).
Subdivide	has the same meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991. However, any boundary adjustment that does not create a separate building site shall not be the "subdivision of land".
Subdivision	means the subdivision of land contained in Unique Identifier NL 9A/818 in the manner shown and defined on Deposited Plan 484663 .

2. SUBDIVISION AND STRUCTURES

2.1. The registered proprietors of the servient Lots described in Schedule C shall not at any time hereafter:

- a. Subdivide any of the servient Lots.
- b. For a period of 21 years from the date of this Easement Instrument erect or permit to be erected or placed on any of the servient Lots:
 - i. Any more than one dwelling and associated outbuildings;
 - ii. A dwelling with a floor area of less than 130m², unless prior written approval is granted by Wensley Road Developments Limited (Wensley). For the purposes of this clause, floor area excludes:-
 - (1) Garaging;
 - (2) Carports;
 - (3) Detached outbuildings;
 - (4) Roof overhangs (except as provided below); and/or
 - (5) Decking;

For the purpose of this clause, the floor area includes:-

 - (1) Internal and external walls of the dwelling;
 - (2) Internal fixtures of the dwelling; and/or
 - (3) Roof overhangs that encompass a veranda or porch that is attached to the dwelling.
 - iii. A dwelling, without a double garage or garaging having an area of less than 36m², unless prior written approval is granted by Wensley.
 - iv. Any dwelling, building or other structure with an external wall cladding of "Hardiplank", "Fibrolite", and "Hardiflex", the area of which exceeds 30% of the total area of the dwelling, building or other structure on each occasion as the case may be. The restrictions imposed by this sub-clause shall apply irrespective of whether or not any such cladding is unpainted or painted and/or coated during or subsequent to manufacture PROVIDED THAT the restrictions contained in this sub-clause shall not apply where that cladding is coated with a proprietary textured finish or traditional sand and cement plaster finish otherwise the provision of this sub-clause shall apply irrespective of whether or not any of the claddings referred to in this sub-clause are unpainted or painted and/or during or subsequent to manufacture.

- v Any dwelling, building or structure of an "A" frame style or construction.
- vi Any dwelling, building or structure using pole foundations where the poles are not enclosed.
- vii Any dwelling to a shape, which is a single rectangle, or without containing at least one roof break or full valley in the roof.
- viii A pre-used dwelling, building or structure.
- ix Any fence (including any road boundary fence), gate or entry structure upon a servient lot that is:-
 - (1) Constructed of "Hardiplank", "Fibrolite", and "Hardiflex", or other flat plywood or flat fibre – cement sheeting or cladding of similar nature, composition or construction which is not coated with a proprietary textured finish or traditional sand and cement plaster finish;
 - (2) Constructed of corrugated iron, colour steel or other metallic cladding material;
 - (3) Constructed of second hand materials, except bricks; and/or
 - (4) Within 4.5 metres of the road or such distance as the territorial authority allows under the resource consent for the subdivision;
- x Any dwelling, building or structure constructed of pre-used materials (excluding bricks).
- xi Any building or structure that is not of a design, colour or exterior cladding matching the design colour or exterior cladding in the dwelling to which it relates.
- xii Any letterbox not in keeping with the general standard of the subdivision and design of the dwelling.
- xiii Any dwelling, building, mast, aerial or other structure of any nature whatsoever;
 - (1) That has windows, sky lights or doors within the roof structure provided however that Wensley may at its sole discretion entirely, waive this provision if it is satisfied that any window, sky light or door in the roof structure does not unreasonably affect the privacy of any Dominant Lot or Lots.
 - (2) That exceeds the maximum height of 5.5m above natural ground level unless the prior written approval has been obtained from Wensley. For the purposes of measuring this height, the height in relation to any building, dwelling, structure, mast or aerial, means the vertical distance between the highest point of the dwelling, building, mast, aerial or structure and the ground level immediately below that point. The ground level for the purposes of measuring this height shall be the level prior to any excavation of the building platform or any filling of land other than that undertaken at the time of subdivision to prepare the Servient Lots.
- xiv Any dwelling, garage or building incorporating a "hilti" type door. Sectional type doors shall not be in breach of this provision.
- xv Any caravan, house truck, tent or similar means of providing temporary or permanent accommodation for the purposes of supplementary accommodation on the servient Lot (either before or

after the building of a dwelling) PROVIDED HOWEVER storage of such item on the Lot shall be allowed.

- c. Erect any dwelling, building or other structure whatsoever on any servient lot without first having obtained the written confirmation of Wensley that the proposed dwelling, building or other structure, including roofline (see clause 2.1(b)(vii)), letterbox and fences, comply with these restrictions.

In seeking such confirmation the registered proprietor(s) shall provide full contract documentation, plans and specifications (including details of colours and materials of the roof, fascias window surrounds and cladding) for Wensley's consideration prior to lodging plans with the local authority for building consent. The intention of this clause is for Wensley to check that the dwelling, building or other structure to be erected on a servient lot is of sufficient quality, design and value in keeping with these restrictions and the subdivision.

To facilitate the sale of Lots, concept plans will be considered; however final approval will be subject to the full conditions of this clause.

Consideration of house plans will be by a committee of two (2) persons representing Wensley. The purpose is to ensure consistency of approvals and to maintain a level of design and value appropriate to the subdivision and development.

In the event Wensley fails to approve or disapprove such plans and specifications within 15 working days of receipt of the same then it shall be deemed to have consented to the same.

PROVIDED HOWEVER the obligations to obtain Wensley's consent shall not be required after 1 January 2025 but such lack of necessity for consent thereafter shall not release the Grantors from their obligations to comply with the remaining covenants.

- d. Make any alterations or changes to the plans or specifications of the dwelling, building or structure (once approved by Wensley) in terms of clause 2.1(c) during the construction process without first having obtained Wensley's written approval.
- e. Use or permit to be used any of the servient Lots or part thereof for any trading or commercial purpose that by reason of noise, smell, visual appearance or any other reason unreasonably detract from the use and enjoyment of a dominant Lots by the owners or occupiers thereof, or as a hostel, lodge or boarding house.
- f. Allow rubbish or waste materials to accumulate on any of the servient Lots or allow any of the servient Lots to become untidy or unsightly
- g. Except in respect of the trim thereof, paint or coat or permit to be painted or coated the exterior of any dwelling, building or structure in a colour other than a colour approved by Wensley pursuant to clause 2.1(c).
- h. Reside in any dwelling house without its exterior completed, including all exterior painting.
- i. Allow any dwelling house to remain in an incomplete state for more than twelve (12) months from the laying down of the foundations for such dwelling.
- j. Grow or permit to grow upon a servient lot, any tree, shrub or other plant or any variety whatsoever to such extent that it unreasonably interferes with the sunlight to, or view from any dominant allotment.
- k. Allow the grass and other vegetation on the servient lot to be left uncut or untidy, or the grass to grow longer than 100mm. The Grantor or Wensley may cut the grass on any servient lot not complying with this clause

following seven days after the Grantor or Wensley has notified the registered proprietor to comply with this clause and the registered proprietor shall pay the Grantor or Wensley all its costs in doing so. The provisions of this clause shall only apply prior to the commencement of building on a servient lot.

- l. Any animal (including dogs and other domestic pets) to be kept in or about the servient lot and buildings thereon which is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the registered proprietors of the Servient Lots are not allowed to keep on the servient lot or in any on-site building or structure any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds.
- m. Park, store or place any boat, trailer, auxiliary vehicle or other such vehicle on the road, reserve, or between the dwelling and the road boundary for a period of time extended and continuous.
- n. Move soil or other material off the servient lot onto an adjoining lot without the written consent of the owner of the relevant adjoining lot.

3. REGISTERED PROPRIETOR COVENANTS

- 3.1 The registered proprietors of the Servient Lots described in Schedule C covenant for the benefit of the dominant lot in Schedule D at all times hereafter:
 - a. To plant not less than six trees or shrubs that shall be reasonably visible from the road frontage, each of them not less than one metre in height within 12 months of becoming the registered proprietor or building commencement whichever is the later. HOWEVER this clause shall only apply to the registered proprietor who takes title from Wensley, and shall not apply to Wensley; and
 - b. To, at all times, comply with the terms, conditions and restrictions of any consent notice in terms of the Resource Management Act 1991 registered against the Titles of the servient Lots.
- 3.2 The registered proprietors of all Lots at all times hereafter covenant to plant and maintain, a landscape area consisting of trees and shrubs in accordance with the Landscaping Plan prepared by Wensley attached and titled "Wensley Road Developments Limited" (the plan), the landscaping area to be located within an area on each of the Lots as detailed on the plan. The intention is that the requirements recorded on the plan are to be complied with on a continuing basis by the registered proprietors of all Lots in respect of the mandatory setbacks, landscape requirements and fencing covenants.

4. DISPUTES

- 4.1. If any dispute or difference shall arise between the registered proprietor(s) of one lot and the registered proprietor(s) of another lot or registered proprietor(s) of one lot and the Grantor in respect of any matter arising out of these covenants or the application of them then such dispute or difference shall be determined by the Grantor or entirely at the Grantor's discretion some other person appointed by the Grantor for that purpose whose decision shall be final and binding. The costs and expenses of resolving any such dispute or difference shall be borne in such proportion as the person determining the dispute shall in that person's absolute discretion determine.

5. SURRENDER

- 5.1. If the registered proprietors of any dominant lot should wish to surrender the benefit of any of these covenants then the registered proprietor(s) of the servient Lots

concerned shall, upon being requested to do so, consent to such surrender and execute such documents and do such things to enable the surrender and registration of it to be effected.

6. EXCLUSION OF LIABILITY

- 6.1. Wensley shall not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any of the Lots or at all as a result of these covenants or otherwise and the registered proprietors for the time being of the servient Lots and the dominant lots shall indemnify and keep indemnified Wensley and its legal successors (other than successors in Title after registration of a Transfer Instrument) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this Easement instrument in respect of the Lots on Deposit Plan 484663 which have been transferred by Wensley.
- 6.2. Wensley shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the land and any contiguous land owned by Wensley (the Grantor) but this proviso shall not endure for the benefit of any subsequent purchaser or registered proprietor of the contiguous land.
- 6.3. Wensley reserves the right to vary, modify or waive any of the foregoing covenants in writing provided that Wensley's reasonable expectations and standards for the subdivision are met.

SCHEDULE "C"

Lots 1 to 26 inclusive	DP 484663	CRN 687156 to 687181
Lot 41 DP 484663	DP 484663	CRN 687182
Lots 51 to 53 inclusive	DP 484663	CRN 687183 to 687185