

# View Instrument Details



**Instrument No** 10248201.6  
**Status** Registered  
**Date & Time Lodged** 11 November 2015 09:01  
**Lodged By** Frampton, Lauraine Beverley  
**Instrument Type** Easement Instrument



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## Affected Computer Registers    Land District

705888	Canterbury
705889	Canterbury
705890	Canterbury
705891	Canterbury
705892	Canterbury
705893	Canterbury
705894	Canterbury
705895	Canterbury
705896	Canterbury
705897	Canterbury
705898	Canterbury
705899	Canterbury
705900	Canterbury
705901	Canterbury
705902	Canterbury
705903	Canterbury
705904	Canterbury
705905	Canterbury
705906	Canterbury
705907	Canterbury

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**Annexure Schedule:** Contains 4 Pages.

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### 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
- I certify that the Mortgagee under Mortgage 9179096.4 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 9703686.19 has consented to this transaction and I hold that consent

### Signature

Signed by Lauraine Beverley Frampton as Grantor Representative on 09/11/2015 04:11 PM

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### 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

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**Grantee Certifications**

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 Lauraine Beverley Frampton as Grantee Representative on 09/11/2015 04:11 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

BROADFIELD ESTATES LIMITED

Grantee

BROADFIELD ESTATES 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 profits(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

Table with 4 columns: Purpose (Nature and extent) of easement; profit or covenant, Shown (plan reference) on DP 489729, Servient Tenement (Computer Register), Dominant Tenement (Computer Register) or in gross. Row 1: Land Covenant, 489729, Lots 172-191 inclusive (705888-705907), Lots 172-191 inclusive (705888-705907)

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 specific 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: [Memorandum number, registered under section 155A of the Land Transfer Act 1952] [Annexure Schedule 2]

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

\_\_\_\_\_ Dated \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages

**ANNEXURE SCHEDULE 2**

**LIFFEY SPRINGS – PROTECTIVE COVENANTS - STAGE SEVEN**

**The Registered Proprietor of the Servient Tenement (the Proprietor) shall not:**

- 1 Permit any works to be carried out on the site (including site preparation) prior to the erection and completion of all side and rear boundary fences in accordance with clause 12 below, or permit the beginning of construction prior to the completion of the berm and kerb crossing up to and including road metalling.
- 2 Permit the land to be occupied or used as a residence either by the erection of temporary structures or by the placing of caravans and/or vehicles used for human habitation, prior to the dwelling being completed (including driveways, landscaping and seeding of lawns visible from the road boundary frontage) and a Code Compliance Certificate has been issued by the Selwyn District Council.
- 3 Erect or permit to be erected or placed on the land any dwelling house less than the measurements in Table A below unless Broadfield Estates Limited, in its sole discretion, deems it not to be of detrimental effect to the development. Floor area measurements shall be based on the outside slab dimensions. The lot areas stated are net areas, exclusive of any area of access lot, right-of-way or driveway shared with any other lot.

<b>Lot Size</b>	<b>Minimum dwelling size including garage</b>
Up to 650m <sup>2</sup>	140m <sup>2</sup>
651-750m <sup>2</sup>	170m <sup>2</sup>
751-900m <sup>2</sup>	200m <sup>2</sup>
901m <sup>2</sup> and over	220m <sup>2</sup>

- 4 Erect or permit to be erected any dwelling greater than one storey on all lots.
- 5 Further subdivide or build more than one dwelling unit on any allotment. However, Broadfield Estates Limited retains the right at all times to further subdivide the residual lot or approve any other subdivision of any lot at any future stage.
- 6 Use as a roofing material anything other than tiles (clay, ceramic, concrete, decromastic, pre-coated or pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel.
- 7 Use as exterior cladding material other than; clay brick, recycled brick, stained or painted timber, painted or scaled concrete block masonry, natural stone, stucco, plaster, coated zincalume, lineaboard, glazing or any combination of the above.

- 8 Use a roofing material, guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products on any building. Alternative roofing materials and external cladding materials may be permitted if, in the opinion of Broadfield Estates Limited, those materials will not adversely affect the development
- 9 Erect any dwelling house or ancillary building unless the plans (including site plan) have been approved by Broadfield Estates Limited in its sole discretion prior to the commencement of building and a payment of a construction bond of \$2,000.00 has been made to Broadfield Estates Limited prior to any construction works taking place.
- 10 Construct a driveway of materials other than of fixed solid materials such as coloured stamped/stencilled or exposed aggregate concrete, asphaltic concrete, concrete cobblestones or pavers or similar. The maximum width of the road crossing shall be 6m and should be off-set 750mm from the side boundary to allow for landscaping. Where Broadfield Estates Limited has constructed a sealed driveway to the lot, this access point must be used by the Proprietor as the primary driveway entry. This entry point may not be removed or relocated prior to 31<sup>st</sup> December 2018.
- 11 Attach to or allow to protrude from the front or the side (within 6 metres of the road boundary) of the dwelling house, garage or other structure any fixture including but not limited to air-conditioning units, television or radio aerials, satellite dishes, and/or solar panels that in Broadfield Estates Limited's sole discretion are obtrusive.
- 12 Erect or permit to be erected on the land any fence or boundary wall:
- (a) within 2.0 metres of the road boundary (Broadfield Estates Limited retains the right to approve fencing within 2.0m of the road frontage due to the irregular shape, size or orientation of the lot). The word "road" includes right of way and access lot or any lot to vest in the Selwyn District Council) except on:
- (i) Lots which have road frontage on the two boundaries, where fencing on the second road frontage is permitted on the boundary;
- (ii) Where the secondary road frontage is fenced on the boundary, such fencing shall be finished at least 1.0m behind the main building line on the primary road frontage.
- 13 Cause any damage to landscaping, irrigation, berm and kerbs contained within the legal road reserve either in front of or adjacent to the said lot. Should damage occur, the Proprietor shall immediately repair such damage. If such damage is not immediately repaired, Broadfield Estates Limited shall have the right to rectify such damage with reasonable costs to be met by the Proprietor, payable on demand or deducted from the construction bond referred to in 9 above.
- 14 Remove or relocate from the lot any fence, tree or shrub constructed or installed by Broadfield

Estates Limited that is within 2.0 metres of the road frontage without the prior written consent of Broadfield Estates Limited.

- 15 Permit any rubbish, including builder's waste materials, to accumulate or to be placed upon the land or any adjoining land or permit grass or weeds to grow to a height exceeding 75mm. Broadfield Estates Limited shall have the right to remove any building materials from the site or any adjoining site that in its sole discretion, if left onsite, may be detrimental to the subdivision, reasonable costs to be met by the Proprietor, payable on demand from Broadfield Estates Limited.

**General Covenants:**

- 16 Broadfield Estates Limited shall neither be required nor be liable to enforce such above Covenants.
- 17 The Proprietor (including the Purchaser's successors in title and subsequent assignees of the property) will not call on Broadfield Estates Limited to contribute towards the cost of erection or maintenance of any boundary or fence between their land and any adjoining land of Broadfield Estates Limited or between their land and any adjoining Council reserve provided this covenant will not enure for the benefit of any subsequent proprietor of any adjoining land.
- 18 The Proprietor (including the Purchaser's successors in title and subsequent assignees of the property) covenant with Broadfield Estates Limited (including any subsidiary or associated company of Broadfield Estates Limited or successors or assigns to Broadfield Estates Limited) that they will not oppose, object to, frustrate or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder Broadfield Estates Limited from progressing and completing Broadfield Estates Limited's Liffey Springs development plans and/or effecting any zone change and/or subdivision and/or resource consents needed to generally give effect to the Liffey Springs Development. This covenant by the Proprietor applies (without limitation) to a Resource Consent application, Environment Court application or Territorial Authority Building Consent application or other necessary consent process involving such development, and the benefit of this covenant also applies to any adjoining or neighbouring property Broadfield Estates Limited may own or subsequently purchase to progress such development.
- 19 These covenants contained in clauses 6, 7, 8 and 10 shall expire and have no effect from **31 December 2019**.