



move.

# title

**122 pohutukawa place  
waiwhakaiho**

#### Statement of Passing Over:

This information has been supplied by the vendor or the vendor's agents and move (powered by ownly Ltd licensed REAA 208) is merely passing over this information as supplied to us. We cannot guarantee its accuracy as we have not checked, audited, or reviewed the information and all intending purchasers are advised to conduct their own due diligence investigation into this information. Where you have been supplied with a Council Property File or a LIM Report, please note there may be matters relating to pre-1992 consents or permits in this file which may need further investigation in order to determine their relevance. To the maximum extent permitted by law we do not accept any responsibility to any party for the accuracy or use of the information herein.



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **689993**

**Land Registration District** **Taranaki**

**Date Issued** 28 April 2015

**Prior References**

678632

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**Estate** Fee Simple

**Area** 741 square metres more or less

**Legal Description** Lot 14 Deposited Plan 485464

**Registered Owners**

Duncan Rhys English as to a 2/5 share

Paula Michele Ingram as to a 3/5 share

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**Interests**

Subject to a right (in gross) to convey water over part marked O on DP 485464 in favour of The New Plymouth City Council created by Transfer 190519 - 16.12.1971 at 10.46 am

10016082.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 28.4.2015 at 5:26 pm

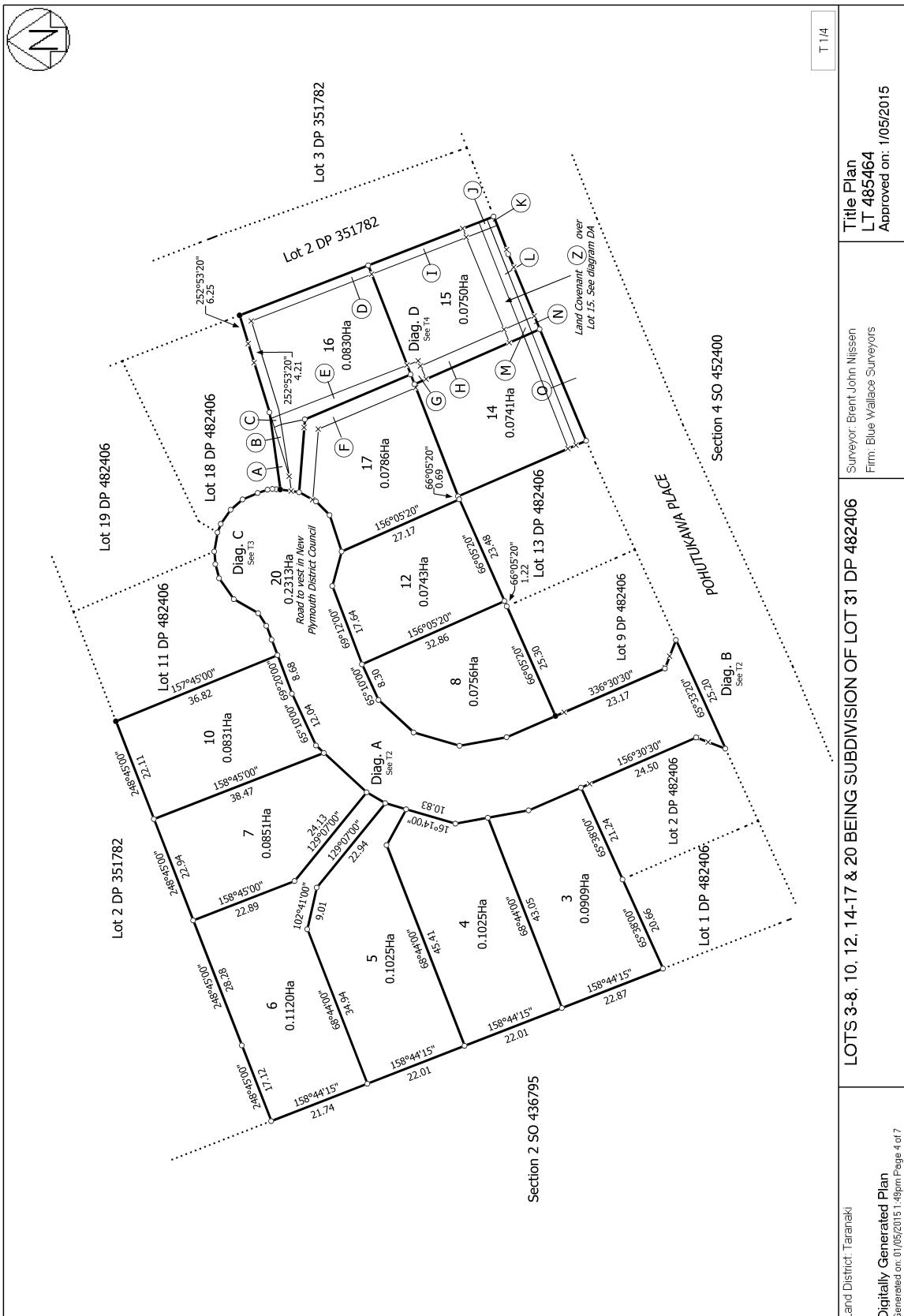
Appurtenant hereto are rights to drain sewage created by Easement Instrument 10016082.4 - 28.4.2015 at 5:26 pm

The easements created by Easement Instrument 10016082.4 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 10016082.7 (Limited as to Duration) - 28.4.2015 at 5:26 pm

Fencing Covenant in Transfer 10076001.2 - 5.6.2015 at 11:55 am

11868225.3 Mortgage to TSB Bank Limited - 25.9.2020 at 3:15 pm



# View Instrument Details

Instrument Type	Transfer
Instrument No	10076001.2
Status	Registered
Date & Time Lodged	05 June 2015 11:55
Lodged By	Moratti, Narelle

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Affected Computer Registers	<b>Land District</b>
689993	Taranaki

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**Transferors**

Cavendish Ventures Limited

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**Transferees**

Jag Construction NZ Limited

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**Clauses, Conditions or Intent**

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

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**Transferor Certifications**

I certify that I have the authority to act for the Transferor 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 Tania Dale Jarden as Transferor Representative on 26/05/2015 06:03 PM

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**Transferee Certifications**

I certify that I have the authority to act for the Transferee 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 Paul Follett Carrington as Transferee Representative on 04/06/2015 03:42 PM

\*\*\* End of Report \*\*\*

# View Instrument Details



**Instrument No** 10016082.7  
**Status** Registered  
**Date & Time Lodged** 28 April 2015 17:26  
**Lodged By** Gavin, Christine Margaret  
**Instrument Type** Easement Instrument



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**Affected Computer Registers      Land District**

689985	Taranaki
689986	Taranaki
689987	Taranaki
689988	Taranaki
689989	Taranaki
689990	Taranaki
689991	Taranaki
689992	Taranaki
689993	Taranaki
689994	Taranaki
689995	Taranaki
689996	Taranaki

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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 10000457.1 has consented to this transaction and I hold that consent

**Signature**

Signed by John Gordon Neverman as Grantor Representative on 23/04/2015 11:21 AM

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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

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 John Gordon Neverman as Grantee Representative on 23/04/2015 11:21 AM

\*\*\* End of Report \*\*\*

**EASEMENT INSTRUMENT****Land Registration District**

Taranaki

Grantor

**CAVENDISH VENTURES LIMITED**

Grantee

**CAVENDISH VENTURES LIMITED****Grant of Easement**

The Grantor, being the registered proprietor of the servient land set out in Schedule A Grants to the Grantee the rights and powers or provisions set out herein.

**Schedule A**

Purpose (Nature and effect) of easement	Shown (Plan reference)	<b>Servient Land</b> (Identifier/CT)	<b>Dominant Land</b> (Identifier/CT or in gross)
Land Covenant	N/A	Lot 3-8, 10, 12, 14-17 DP 485464 (CT 689985-689996) (the Lot)	Lot 3-8, 10, 12, 14-17 DP 485464 (CT 689985-689996)

## Land Covenant Provisions (including terms, covenants and conditions)

**1. The grantor and their successors in title will not:****USE**

- a. Use any part of the Lot or permit the same to be used for any trading or commercial purpose, unless:
  - i. That purpose is a permitted activity under the relevant district plan and complies in all respects with the district plan and the requirements of the territorial authority; and
  - ii. Is ancillary and subordinate to the principal use of the Lot as a residence.

**SUBDIVISION OR AMALGAMATION**

- b. Subdivide the Lot further in order to create any additional lots whether by fee simple titles, unit titles cross leases or otherwise.
- c. In the event the grantor amalgamates the Lot with any other part of the servient or dominant land then for the purposes of these covenants the amalgamated property will be deemed to comprise one single Lot. Thereafter, the grantor will not be entitled to subdivide the amalgamated property into a greater number of lots

that made up the amalgamated property. On any such subdivision each of the new Lots will be subject to these covenants.

#### **SINGLE DWELLING WITH MINIMUM FLOOR AREA**

- d. Erect, place or permit to be erected or placed on the Lot more than on single dwelling house. The dwelling house (after including any closed in lock-up garage but excluding any verandahs, patios and other attached structures) will have a closed-in floor area or not less than 160 square metres.
- e. Notwithstanding clause 1d a dwelling house with a main living area and a separate but integrated subordinate living area commonly known as a "minor dwelling" is permitted where the subordinate living area is confined within the overall roofline of the dwelling house and does not give the external appearance of comprising a separate dwelling.

#### **NO TEMPORARY OR RELOCATED BUILDINGS**

- f. Erect or place or permit to be erected or placed on the Lot any second hand or relocated building or caravan, bus, shed, tent or vehicle for use as a dwelling or temporary dwelling.

#### **ROOFING, SHAPE & PLACEMENT OF DWELLING**

- g. construct a dwelling of a single rectangle or single square shape, (after excluding recesses or protrusions for the front and rear entries, verandahs, patios, bay windows or other like structures or appurtenances).
- h. build within five metres of the front boundary of any Lot that has road frontage or within 1.5 metres of any right of way easement.

#### **RESTRICTION ON MATERIALS**

- i. erect or permit to be erected on the Lot any dwelling or any other building or structure that:
  - i. is constructed in part or full with external second hand materials (other than bricks or decorative stone);
  - ii. has a basement which is not fully enclosed with exterior cladding complying in all respects with the other provisions of this clause; or
  - iii. incorporates or has:
    - a) Fibrolite, hardiflex, hardiplank or like products or flat ply as wall claddings unless such claddings are coated externally with a plastered or rendered finish; or
    - b) Unpainted corrugated iron as roofing material or any other roofing material which is primarily unpainted metallic; or
    - c) Does not comply with the terms and conditions of the resource and building consents obtained by the grantor from the territorial authority.
- j. leave the exterior of any dwelling house unfinished or any exterior wall or door unpainted or unstained, except where cedar cladding or decorative stone or brick are used.

### **IMMOBILE VEHICLES**

- k. allow any immobile or broken down vehicle/s to be placed or sited on the Lot in a position where they are visible from the road; or
- l. place or leave any immobile or broken down vehicle/s on any road/reserve or area used for access in the subdivision.

### **FENCING**

- m. erect or place or permit to be erected or placed any fencing or boundary wall on the Lot:
  - i. of a height exceeding one metre on any part of the boundary line fronting a public road or within five metres of that boundary line or 1.5 metres from the right of way; or
  - ii. comprising:
    - a) Materials of wire, wire netting, corrugated iron or plywood sheeting; or
    - b) Any untextured flat fibre cement sheeting; or
    - c) Any untextured fibrolite; or
    - d) Long run roofing material, flat iron or the like.

### **SIGNAGE**

- n. erect or place or permit to be erected on any part of the Lot, adjacent land, street or right of way, any advertisement sign or hoarding of a commercial nature, save that:
  - i. during the course of construction of a dwelling on the Lot a builder's sign not exceeding 1.2 square metres in area may be displayed; and
  - ii. in the case of a completed dwelling a single "For Sale" sign not exceeding 1.2 square metres is permitted.

### **2. ALTERNATIVE APPROVAL**

- a. Should any proposed dwelling house, building, structure, fence or landscaping on the Lot not comply with the covenants contained herein then the plans for such dwelling house, building, structure, fence or landscaping must be submitted to Cavendish Ventures Limited (or any person or person's appointed by it) (herein referred to as Cavendish) for approval. Written approval may be given at the sole discretion of Cavendish where in the sole opinion of Cavendish such approval would not detract from the overall quality and appearance of the subdivision. Any such approval may be given on and subject to such terms and conditions as Cavendish determines.
- b. Approval by Cavendish will not serve as a precedent for, or bind Cavendish or any nominee in any matter with respect to any future application for approval by the owner of any owner of the servient land.

### **3. LANDSCAPING**

- a. The grantor will within two months of completion of a dwelling house on the Lot, landscape the Lot with lawns and shrubs.
- b. The grantor will ensure that any stepped retaining walls and exposed banks on the Lot are planted in grass and/or shrubs and that there are no areas of bare clay, gravel or earth on the lot.

- c. The grantor will keep the Lot in a neat and tidy condition and will ensure that grass and/or weeds will not exceed 150 millimetres in height or otherwise become unsightly. If the grantor fails to do so, the grantor will indemnify Cavendish against the costs of Cavendish remedying the default and Lynch may enter the Lot for the purpose of remedying such default.

**4. DEFAULT**

If there should be any breach or non-observance of any of these covenants and without prejudice to any other liability, which the grantor may have to any person having the benefit of this covenant, the grantor will upon written demand being made by the grantee of any of the registered proprietors of the Lots:

- a. Pay to the person making such demand as liquidated damages the sum of \$250.00 (Two hundred and fifty dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made, and
- b. Remove or cause to be removed from the land any dwelling, garage, building, fence or other structure erected or placed on the land in breach or non-observance of the above covenants, and
- c. Replace any building materials used in breach or non-observance of the above covenants.

**5. EXPIRY**

These land covenants will expire on 1 January 2061.

# View Instrument Details



Instrument No 10016082.4  
Status Registered  
Date & Time Lodged 28 April 2015 17:26  
Lodged By Gavin, Christine Margaret  
Instrument Type Easement Instrument



## Affected Computer Registers Land District

689993	Taranaki
689994	Taranaki
689995	Taranaki

**Annexure Schedule:** Contains 2 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

I certify that the Mortgagee under Mortgage 10000457.1 has consented to this transaction and I hold that consent

## Signature

Signed by John Gordon Neverman as Grantor Representative on 23/04/2015 11:19 AM

## 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 John Gordon Neverman as Grantee Representative on 23/04/2015 11:19 AM

\*\*\* End of Report \*\*\*

**Easement instrument to grant easement**

(Section 90A Land Transfer Act 1952)

**Grantor****Cavendish Ventures Limited****Grantee****Cavendish Ventures Limited****Grant of Easement**

**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) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A**

Purpose (Nature and extent) of easement	Shown (plan reference) DP 485464	Servient Tenement (Legal Description and Computer Register)	Dominant Tenement (Legal Description and Computer Register) or in gross
Right to drain sewage	C, E	Lot 16 DP 485464 (CT 689995)	Lot 14 & 15 DP 485464 CT (689993, 689994)
Right to drain sewage	G	Lot 15 DP 485464 (CT 689994)	Lot 14 DP 485464 (CT 689993)

**Easements rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in the specified classes of easement are those prescribed by the Fourth Schedule of the Land Transfer Regulations 2002.

The implied rights and powers are hereby varied, negated, and added to by the provisions set out below.

1. Any easement facility will be under and within the ground comprising the stipulated course, provided that any part of the easement facility that is required to be above the ground to enable the correct functioning of the easement is allowed.

move.

**darrell paterson**

OWNER & SALESPERSON

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🌐 bestmove.co.nz