

View Instrument Details



Instrument No 10444874.10
Status Registered
Date & Time Lodged 17 June 2016 08:56
Lodged By Meester, Lauren
Instrument Type Easement Instrument



Affected Computer Registers	Land District
-----------------------------	---------------

727832	Canterbury
727833	Canterbury
727834	Canterbury
727835	Canterbury
727836	Canterbury
727837	Canterbury
727838	Canterbury
727839	Canterbury
727840	Canterbury
727841	Canterbury
727842	Canterbury
727843	Canterbury
727844	Canterbury
727845	Canterbury
727846	Canterbury
727847	Canterbury
727848	Canterbury
727849	Canterbury
727850	Canterbury
727851	Canterbury
727852	Canterbury
727853	Canterbury
727854	Canterbury
727855	Canterbury
727856	Canterbury
727857	Canterbury
727858	Canterbury
727859	Canterbury
727860	Canterbury
727861	Canterbury
727862	Canterbury
727863	Canterbury
727864	Canterbury
727865	Canterbury
727866	Canterbury
727867	Canterbury
727868	Canterbury
727869	Canterbury
727874	Canterbury

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 7641609.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Lauren Meester as Grantor Representative on 05/07/2016 02:17 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 Lauren Meester as Grantee Representative on 05/07/2016 02:18 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

HORNCastle HOMES LIMITED

Grantee

HORNCastle HOMES 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) 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	Easement Land Shown (plan reference)	Servient tenement (Computer Register)	Dominant tenement (Computer Register) <i>or</i> in gross
Land Covenants as set out in attached Annexure Schedule	I on DP 495706 J on DP 495706	Lot 36 DP 495706 CR 727835 Lot 56 DP 495706 CR 727855	Lots 33 to 71 DP 495706 (inclusive) CRs - Part 727832, 727833 to 727869 (inclusive) & 727874

Easements or *profit 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 fifth schedule of the Property Law Act 2007.

The implied rights and powers are [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 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 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule 2].~~

Annexure Schedule 2

Page 2 of 2 Pages

*Insert instrument type***Land Covenant***Continue in additional Annexure Schedule, if required.***LAND COVENANTS (ENTRANCE FEATURES)**

- 1** These covenants shall:
- (a) run with Lots 36 and 56 on Deposited Plan 495706 ("Servient Tenement"); and
 - (b) be for the benefit of and appurtenant to each of the Computer Freehold Registers for Lots 33 to 71 (inclusive) on Deposited Plan 495706 ("Dominant Tenement"); and
 - (c) all expire on 1 January 2026 and be void for all purposes including prior breach.
- 2** Interpretation:
- 2.1** For the purposes of these covenants:
- (a) "Entrance Feature" means the entrance feature constructed by Horncastle Homes Limited on the Entrance Strip;
 - (b) "Entrance Strip" means the strips of land shown as marked I on Lot 36 Deposited Plan 495706 and marked J on Lot 56 Deposited Plan 495706;
 - (c) "Land" means any lot having the burden and/or benefit of these land covenants as described in clause 1 above;
 - (d) "Horncastle Homes" means Horncastle Homes Limited;
 - (e) "Subdivision" means all of the residential lots on Deposited Plan 495706.
- 3** Entrance Feature
- 3.1** Without receiving the prior written approval of the Grantee, the Grantor shall not alter the design, exterior coating/finish, colour or structure of the Entrance Feature as constructed on the Entrance Strip.
- 3.2** The Grantor shall also be responsible for the cleaning and maintenance of the particular Entrance Feature situated on the Grantor's land. The maintenance required shall be to a reasonable standard taking into account:
- (a) "fair wear and tear";
 - (b) the original condition at either the time the title for the land issued or the date on which the code compliance certificate for the first dwelling erected on that property was issued by the local authority, WHICHEVER IS THE LATER; and
 - (c) the standard of buildings and structures within the subdivision.
- 3.3** Any dispute as to whether a Grantor has complied with the requirements of clauses 3.1 and 3.2 shall be determined by Horncastle Homes or an architect nominated by Horncastle Homes.
- 4.** Enforcement:
- 4.1** If there is any breach or non observance of the foregoing covenants (and without prejudice to any other liability which the Grantor may have to any other person having the benefit of these covenants) the Grantor in breach agrees to and shall at their cost:
- (a) forthwith upon receipt of a written notice being given by any Grantee (or its agent or any other party having the benefit of these covenants) to the party in breach, carry out such remedial work specified in the notice and any other work so as to remedy such breach or non performance of those covenants; and
 - (b) pay the reasonable legal costs (calculated on a solicitor and own client basis) of the Grantee in taking steps to enforce these covenants if the Grantee establishes that a breach of the covenants has occurred.

