

View Instrument Details



Instrument No 9864621.6
Status Registered
Date & Time Lodged 09 December 2014 17:26
Lodged By Bright, Rebecca Lucy
Instrument Type Easement Instrument



Affected Computer Registers Land District

637100	Canterbury
637101	Canterbury
637102	Canterbury
637103	Canterbury
637104	Canterbury
637105	Canterbury
637106	Canterbury
637107	Canterbury
637108	Canterbury
637109	Canterbury
637110	Canterbury
637111	Canterbury
637112	Canterbury
637113	Canterbury
637114	Canterbury
637115	Canterbury
637116	Canterbury
637117	Canterbury
637118	Canterbury
637119	Canterbury
637120	Canterbury
637121	Canterbury

Annexure Schedule: Contains 8 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 ☒

Signature

Signed by Michael Palmer Wolfe as Grantor Representative on 09/12/2014 05:11 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 ☒

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 Michael Palmer Wolfe as Grantee Representative on 09/12/2014 05:11 PM

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

Form B

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

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

Grantor

BEULAH LIMITED

Grantee

BEULAH 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 extent) of easement; covenant	(Nature and or <i>profit</i>	Shown reference)	(plan	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant				See Annexure Schedule	See Annexure Schedule

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 specified 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]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

- ~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~
- ~~the provisions set out in Annexure Schedule 1~~

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:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule]~~

Annexure schedule

Page 3 of 3 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Continuation of "Estate or Interest or Easement to be created":

It is the Grantor's intention to create for the benefit of the land in the Certificates of Title set out in Schedule A (the **Dominant Lots**) the land covenants set out in Schedule C over the land set out in Schedule B (the **Servient Lots**) TO THE INTENT that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule C and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lots.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the respective Dominant Lots the Grantor HEREBY COVENANTS in the manner set out in Schedule C so that the covenants run until 31 March 2016 with the Servient Lots for the benefit of the Dominant Lots as described in Schedule A.

Schedule A: Dominant Lots

637100 Lot 255 Deposited Plan 470858

637101 Lot 256 Deposited Plan 470858

637102 Lot 257 Deposited Plan 470858

637103 Lot 258 Deposited Plan 470858

637104 Lot 259 Deposited Plan 470858

637105 Lot 260 Deposited Plan 470858

637106 Lot 261 Deposited Plan 470858

637107 Lot 262 Deposited Plan 470858

637108 Lot 263 Deposited Plan 470858

637109 Lot 264 Deposited Plan 470858

637110 Lot 265 Deposited Plan 470858

637111 Lot 266 Deposited Plan 470858

637112 Lot 267 Deposited Plan 470858

637113 Lot 268 Deposited Plan 470858

637114 Lot 269 Deposited Plan 470858

637115 Lot 270 Deposited Plan 470858

637116 Lot 271 Deposited Plan 470858

637117 Lot 272 Deposited Plan 470858

637118 Lot 273 Deposited Plan 470858

637119 Lot 274 Deposited Plan 470858

637120 Lot 275 Deposited Plan 470858

637121 Lot 276 Deposited Plan 470858

Schedule B: Servient Lots

637100 Lot 255 Deposited Plan 470858

637101 Lot 256 Deposited Plan 470858

637102 Lot 257 Deposited Plan 470858

637103 Lot 258 Deposited Plan 470858

637104 Lot 259 Deposited Plan 470858

637105 Lot 260 Deposited Plan 470858

637106 Lot 261 Deposited Plan 470858

637107 Lot 262 Deposited Plan 470858

637108 Lot 263 Deposited Plan 470858

637109 Lot 264 Deposited Plan 470858

637110 Lot 265 Deposited Plan 470858

637111 Lot 266 Deposited Plan 470858

637112 Lot 267 Deposited Plan 470858

637113 Lot 268 Deposited Plan 470858

637114 Lot 269 Deposited Plan 470858

637115 Lot 270 Deposited Plan 470858

637116 Lot 271 Deposited Plan 470858

637117 Lot 272 Deposited Plan 470858

637118 Lot 273 Deposited Plan 470858

637119 Lot 274 Deposited Plan 470858

637120 Lot 275 Deposited Plan 470858

637121 Lot 276 Deposited Plan 470858

Schedule C: Covenants

- 1.1 The Grantor covenants with the Grantee that the Grantor and their successors in title shall not:
- 1.1.1 Erect or permit to be erected or placed on the land (excluding Lots 251-255 inclusive, 259, 260, 262-271 inclusive, 273, 277-281 inclusive, 283-286 inclusive) any dwelling house having a floor area of less than 130 m² (including garage)
- (a) If the Grantor requires to erect a dwelling house of less than 130m² (including garage) the Grantor shall obtain written consent from Beulah Limited or its nominee.
- (b) Prior to any consent for any dwelling being granted, the Grantor shall:
- (i) provide a site plan, elevation, floor plan, fencing and landscaping details; and
- (ii) prepay an approval application fee of \$100 plus GST to Beulah Limited or to its nominee; and
- (iii) not commence any building on the land until such written consent is granted; and
- (iv) the parties acknowledge that Beulah Limited or its nominee reserves its right to grant any dispensation as it deems fit.
- 1.1.2 Erect or permit to be erected or placed on Lots 251-255 inclusive, 259, 260, 262-271 inclusive, 273, 277-281 inclusive, 283-286 inclusive, a dwelling house having a floor area of less than 135 m² (excluding garage).
- 1.1.3 Erect or permit to be erected or placed on the land any accessory building, carport, decking or roof overhang which is not architecturally integrated with the design of the dwelling house on the land.
- 1.1.4 Erect or permit to be erected or placed on the land any attachment to the dwelling house and/or garage on the land (including but not necessarily limited to television aerials, solar hot water panels and radio masts) which is not constructed or erected in such a way as to be architecturally integrated with the design of such buildings and not highly visible from any road, thoroughfare or reserve.
- 1.1.5 Erect or permit to be erected or placed on the land a garaging facility that:
- (a) Has a floor area less than 30m²; and
- (b) Is not attached to the main dwelling house and included in the same roof construction without having obtained the written approval of the Beulah Limited or its nominee as provided for in Clause 1(c)(ii).
- 1.1.6 Erect or permit to be erected on the land any building in other than new materials (except recycled bricks which may be used for exterior cladding).
- 1.1.7 Construct any building on the land with an exterior cladding other than clay brick, recycled brick, concrete brick, block or split stone, natural stone, stained or painted timber, weatherboarding, painted concrete block masonry, stucco, solid plaster or glazing or any combination thereof.
- 1.1.8 Use as a roofing material any material other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel) cedar, slate or bitumenous shingles or painted long-run pressed steel.
- 1.1.9 Erect or permit to be erected on the land any building unless the plans (including site plans, floor plans, specifications, landscaping and fencing) have first been approved by Beulah Limited or its nominee. Sole discretion lies with Beulah Limited or its nominee in approving the plans, specifications, landscaping and fencing. An approval fee of \$100 plus GST shall be paid upon application for such approval.
- 1.1.10 Leave the outside of any dwellinghouse unfinished or any exterior walls or doors unpainted or unstained except where cedar cladding or decorative brick/stone are used.
- 1.1.11 Erect or permit to be erected on the land any fence or boundary wall:

- (a) Greater in height than 1.8 metres above natural ground level.
 - (b) Containing cement boards, sheets of panels, corrugated iron or metal sheathing.
 - (c) On any side boundary greater in height than 1.2 metres above natural ground level within 3 metres of any road boundary.
 - (d) On a road boundary without the prior written consent of the Grantee.
- 1.1.12 Erect or permit to be erected on the land any fence fronting a road boundary constructed of rough-sawn palings.
- 1.1.13 Occupy or allow to be occupied any residence on the land before a Code Compliance Certificate has been issued by the Selwyn District Council in respect of that residence.
- 1.1.14 Cause or allow any building material, packaging, or debris to litter the land or any adjoining land during the construction phase.
- 1.1.15 Allow any dog or other pet to be kept in or about the land which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision and in particular without otherwise limiting this restriction not to keep on or about the property any dog which is in whole or part appears to be a Pit Bull Terrier, Rottweiler or Doberman Pinscher. The keeping of pigeons is expressly prohibited.
- 1.1.16 Erect any relocatable or previously occupied house
- 1.1.17 Call upon any neighbouring owner whose land is equal to or exceeds 0.5 hectares in area to pay for or contribute towards the cost of erection or maintenance of any residential style boundary fence between the land and such adjoining land.
- 1.1.18 Refuse to reimburse the adjoining owner 50% of the actual and reasonable cost of any side or rear boundary fence that has been erected by the adjoining owner and paid for in full by such adjoining owner prior to the Grantor completing the purchase. The Grantee is of the opinion that the average cost of a standard paling fence as at the date hereof is approximately \$50 per linear metre inclusive of GST. By way of clarification, an adjoining owner for the purposes of this clause is not Beulah Limited, but a subsequent Grantor from Beulah Limited or the owner of any land not contained within CFR 631117 so that the intent of this clause is for an adjoining owner to be reimbursed as defined herein notwithstanding the provisions of the Fencing Act.
- 1.2 If there should be any breach or any non observance of any of the foregoing 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 or any of the registered proprietors of the lots having the benefit of the Covenants:
- 1.3 Remove or cause to be removed from the land any dwelling house, garage, building, fence or other structure erected or placed on the land in breach or non-observance of the foregoing Covenants.
- 1.4 Replace any building materials used in breach or non-observance of the foregoing Covenants so as to comply with these Covenants.
- 1.5 Be liable upon demand by the Grantee to pay the sum of \$1,000 per week from the date of notification of such non-compliance to the Grantee until the non-compliance is satisfied in terms of these Covenants.
- 1.6 The Grantor shall comply with the By-Laws attached to the Sale & Grantor Agreement with the Grantee and as set out in Clause 6 of the Further Terms of Sale contained in that Agreement.
- 1.7 The Grantors and their succession in title shall indemnify the Grantee from any liability whatsoever from any party breaching any of these Covenants.
- 1.8 These Covenants shall have effect up until 31 March 2016 and thereafter shall have no effect.

REF: 7225 – AUCKLAND DISTRICT LAW SOCIETY INC.

ANNEXURE SCHEDULE - CONSENT FORM¹

Land Transfer Act 1952 section 238(2)

Person giving consent <i>Surname must be underlined</i>	Capacity and Interest of Person giving consent <i>(eg. Mortgagee under Mortgage no.)</i>
KOOKMIN BANK	Mortgagee under Mortgage Number 9034397.2

Consent
Delete words in [] if inconsistent with the consent
State full details of the matter for which consent is required

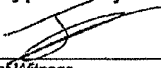
[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the Person giving consent hereby consents to:

deposit of LT Plan 470858, creation of the easements detailed therein, the vesting of Lot 1 as road, and the annexed easement instrument creating land covenant

Dated this 20th day of November 2014

Attestation

	Signed in my presence by the Person giving consent 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name JOHN AHN Occupation BANKER Address 135 ALBERT STREET (LEVEL 19) AUCKLAND CBD, AUCKLAND
Signature [Common seal] of Person giving consent	

¹ 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.

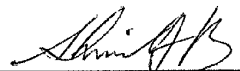
Certificate of Non-Revocation of Power of Attorney

I, Yongbok SHIN, General Manager of Kookmin Bank, Auckland Branch (Bank) certify:

1. That by Power of Attorney dated March 2005, Kookmin Bank granted a Power of Attorney in favour of the General Manager of Kookmin Bank, Auckland Branch, from time to time.
2. As at the date of this certificate I am the General Manager of Kookmin Bank, Auckland Branch.
3. I have not received notice of any event revoking the Power of Attorney.
4. That the Power of Attorney was deposited in the Land Transfer Office at Christchurch on the 12th day of December 2012 under No 9269511.1.

Signed at Auckland this 20th day of November, 2014.

Signed by the General Manager of]
KOOKMIN BANK, Auckland Branch in]
the presence of:]


Name: Yongbok SHIN


Witness signature

John Ahn
Witness Name

Level 19, 135 Albert Street, Auckland CBD, Auckland
Witness Address

Banker
Witness Occupation