

View Instrument Details



Instrument No 7963080.2
Status Registered
Date & Time Lodged 20 January 2009 11:59
Lodged By Rozee, Vivienne Margaret Joan
Instrument Type Easement Instrument



Affected Computer Registers Land District

WN42D/510 Wellington

WN718/11 Wellington

Annexure Schedule: Contains 7 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 Bernard Geoffrey Rowe as Grantor Representative on 20/01/2009 11:47 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 Bernard Geoffrey Rowe as Grantee Representative on 20/01/2009 11:47 AM

*** End of Report ***

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

Grantor

Kapiti Views Trustees Limited

Grantee

Kapiti Views Trustees 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; profit or covenant	Shown (plan reference)	Servient Tenement Computer Register	Dominant Tenement Computer Register
Land Covenant		WN42D/510 and WN718/11	WN42D/510 and WN718/11

Annexure Schedule: Page of pages

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

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Delete phrases in [] and inset memorandum number as 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 to 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]

~~[and/or the provisions set out in this Annexure Schedule]~~

Continued in additional Annexure Schedule, if required

Covenant provisions

Delete phrases in [] and inset memorandum number as 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]

~~[and/or the provisions set out in this Annexure Schedule]~~

Continue in additional Annexure Schedule, if required

Annexure Schedule

A. The Transferee will:

1. Not erect:
 - a. more than one domestic dwelling on each allotment;
 - b. a dwelling house of an area less than 150 square metres including garaging unless plans, at variance to this, are approved, in writing, by the transferor.
 - c. any other building unless its construction and design are similar to or harmonious with the design and construction of the dwelling;
 - d. a dwelling of more than one story or over a maximum height above mean sea level as referenced below:

Lot 10	RL 49.00
Lot 15	RL 48.50
Lot 16	RL 52.00
Lot 17	RL 52.00
Lot 18	RL 48.00
Lot 19	RL 47.50
Lot 20	RL 47.75
Lot 24	RL 54.50
Lot 30	RL 61.00
Lot 31	RL 55.00
Lot 32	RL 55.00
Lot 33	RL 60.00
Lot 34	RL 60.00
 - e. any fencing on the boundary of any reserve higher than 1.2 metres.
2. Not construct buildings or other improvements on the property:
 - a. unless using new materials except if second hand materials such as bricks are incorporated into the design by a registered architect, or using such materials with the written approval of the subdivision developer namely the trustees of Kapiti Views Trust. (KVT);
 - b. using as external cladding any flat plywood sheeting or any flat fibre-cement sheeting or any product known or similar to 'fibrolight', 'hardiflex or hardiplank unless the sheeting or product is used in association with a textured finish, is battened, or the product has been specified by a registered architect or given approval by KVT. Nothing in this clause will apply to the construction of any soffit or gable end forming part of a building;
 - c. unless all exterior doors and walls of all buildings on the property are painted or stained except for cedar cladding or decorative bricks or natural stone or clay;
 - d. using any form of metal roofing that has not been pre-painted.
3. Not :
 - a. erect or place nor permit to be placed on the land any second hand building or relocated building of any kind whether a dwelling house ,flat, carport, or any other structure or erect or place on the land any domestic dwelling which requires a kitset or pre-fabricated method of construction unless plans are approved, in writing, by KVT which will have complete discretion in granting or declining approval with the primary objective being to ensure the overall quality of buildings is maintained and is consistent within the subdivision stages .

- b. allow any builder's waste, waste materials or second hand goods to accumulate on the property or any adjoining land to the property, nor allow any other nuisance or other activities, which may be offensive to the owners of adjoining properties;
 - c. allow noxious weeds to develop. If, in the Transferor's opinion, the said land is unkempt then the Transferor shall have the right to mow and/or weed the land and charge the Transferee for such work if required.
 - d. use the land for any trading or commercial purposes but this does not include activities such as home-based bed and breakfast, hairdressing, sewing or similar home based activities.
- 4. Except when building operations are in progress no trade vehicles, caravans, trade equipment or materials, debris, rubbish, or vehicles of an unsightly nature shall be allowed or suffer to be brought on or remain on the property unless the same is adequately garaged or screened to prevent offence to any adjoining lot and to preserve the amenities of the neighborhood.
 - 5. Take steps to prevent any other person (including occupiers and invitees) from doing anything which the Transferee is prohibited from doing by these covenants.
 - 6. Keep the property in a tidy state.
 - 7. Ensure that any dwelling to be erected on the land, up to 250 square metres in floor area, is completed within twelve (12) months of commencement of construction of the dwelling and is not to be left without substantial work being carried out thereon for a period exceeding three (3) months. Ensure that any dwelling to be erected on the land, over 250 square meters in floor area, is completed within eighteen (18) months of commencement of construction of the dwelling and is not to be left without substantial work being carried out thereon for a period exceeding three (3) months. Note: Completion includes, but is not limited to completing all painting and finishing.
 - 8. Prior to occupancy:
 - a. ensure that the exterior of the dwelling to be erected on the said land is watertight and substantially completed;
 - b. ensure that entrance driveway is completed.
 - 9. Conservation Covenants:
 - Weeds.
Sections bounding the DOC Reserve on the upper edge of the subdivision, namely lots 42 to 47 and 59 to 61 will not plant any prohibited weed species. A list of prohibited weed species is set out in appendix A
 - 10. Cats and Goats
To preserve the ecological values of the adjoining reserve owners of lots 42 to 47 and 59 to 61 will not own or keep cats or goats on the allotment.
- B. The Transferee will, at the option of and in accordance with the instructions of the Transferor or the Transferor's nominee, remove or modify any improvements which have been carried out to the property in breach of the covenants above.
- C. Clause B is without prejudice to any other remedies the Transferor or the Transferor's nominee may have at law or in equity.

D. The obligations and rights set out in clauses A and B must be observed and performed and may be enforced by the administrators, executors, assigns and successors in title of the Transferee and Transferor respectively.

E. The Transferor will include in the covenant to be registered against all titles the following:

"Provided however, the Transferee shall be bound by a fencing covenant as defined in section 2 of the Fencing Act 1978 in favour of the Transferor".

F. The Transferor will include a covenant to be registered against any title adjoining land owned by the Kapiti Coast District Council (including the land vested as reserve in accordance with the subdivision) and any land owned by the Department of Conservation as follows:

"Provided however the Kapiti Coast District Council shall not be liable or called upon to erect or repair or contribute towards the cost of erection or repair of any fence along the reserve boundaries and that any existing fencing or new fencing shall be maintained to a height of no greater than 1.2 metres above the existing ground level within three metres of the reserve boundary."

G. No Caveat: The Transferee agrees that it will not lodge a caveat against the title to the land or any part of it prior to the survey plan being deposited in the Land Information New Zealand Office. In the event of the Transferee lodging a caveat the Transferor may forthwith take all necessary steps at the Transferee's cost to secure the immediate removal of such caveat and the Transferee agrees that the production of this agreement to the District Land Registrar at Wellington will entitle the District Land Registrar to remove the caveat from the title.

Appendix A

To protect native habitats in the nearby Hemi Matenga Scenic Reserve, the following exotic plants are prohibited from being planted in the sections bounding the reserve namely lots 42 to 47 inclusive and 59 to 61 inclusive.

Note:

A complimentary copy of the book *Plant Me Instead* may be available from the Department of Conservation upon request

All plants banned under the Biosecurity Act 1993; and any exotic plant included in the book Plant Me Instead (Department of Conservation, 2005) as weeds, including:

GRASSES

Bamboo *Pseudosasa japonica*
Palm Grass *Setaria palmifolia*
Marram Grass *Ammophila arenaria*

GROUND COVERS

Agapanthus *Agapanthus praecox*
Arum lily *Zantedeschia aethiopica*
Artillery plant *Galeobdolon luteum*
Banksea *Banksea integrifolia*
Green goddess arum lily *Zantedeschia aethiopica* 'Green goddess'
Montbretia *Crocasmia x crocosmiiflora*
Periwinkle *Vinca major*
Stinking iris *Iris foetissima*

SHRUBS AND TREES

Alder *Alnus glutinosa*
Asiatic knotweed *Reynoutria japonica*
Barberry *Berberis glaucocarpa*
Brush wattle *Paraserianthes lophantha*
Buddleia *Buddleja davidii*
Cotoneaster *Cotoneaster glaucophyllus*, *C. francheti*
Elderberry *Sambucus nigra*
Hawthorne *Crataegus monogyna*
Himalayan honeysuckle *Leycesteria formosa*
Holly *Ilex aquifolium*
Karo *Pittosorum crassifolium*
Pohutukawa *Metrosideros excelsa*
Spanish heath *Erica lusitanica*
Spindle tree *Euonymus japonica* (Japanese spindle tree)
Euonymus europaeus (European spindleberry)
Sycamore *Acer pseudoplatanus*

Sydney golden wattle *Acacia sopharae*

Sweet cherry *Prunus avium*

Velvet groundsel *Senecio petasitis* syn. *Roldana petasitis*

VINES

Greater bindweed *Calystegia silvatica*

Bomarea *Bomarea caldasii*

Cape ivy *Senecio angulatus*

German ivy *Senecio mikanooides*

Climbing dock *Rumex sagittatus*

Elaeagnus *Elaeagnus x reflexa*

Ivy *Hedera helix*

Jasmine *Jasminum polyanthum*