View Instrument Details

Instrument No	9541093.5
Status	Registered
Date & Time Lodged	19 November 2013 16:00
Lodged By	Taylor, Sandra
Instrument Type	Easement Instrument

Affected Computer Registers	Land District
596800	Canterbury
596876	Canterbury
596877	Canterbury
596878	Canterbury
596879	Canterbury
596880	Canterbury
596881	Canterbury
596882	Canterbury
596883	Canterbury
596884	Canterbury
596885	Canterbury
596886	Canterbury
596887	Canterbury
596888	Canterbury
596889	Canterbury
596890	Canterbury
596891	Canterbury
596892	Canterbury
596893	Canterbury
596894	Canterbury
596895	Canterbury
596896	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 ☑

I certify that the Mortgagee under Mortgage 8977593.3 has consented to this transaction and I hold that consent ☑

Signature

Signed by Lucy Jane Evelyn Glausiuss as Grantor Representative on 10/12/2013 09:37 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 ☑

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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 Lucy Jane Evelyn Glausiuss as Grantee Representative on 10/12/2013 09:38 AM

***** 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

MONTICELLO HOLDINGS LIMITED

Grantee

MONTICELLO HOLDINGS LIMITED and SELWYN DISTRICT COUNCIL

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) or in gross
Land Covenants	DP 458186	Schedule A	
Fencing Covenants	DP 458186	Schedule B	Lot 104 DP 454615 (596800)

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]

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 Schedules attached

Form L

Annexure Schedule Page 1 of Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

Schedule A

Lot No.	DP No.	Identifier
18	458186	596876
19	458186	596877
20	458186	596878
21	458186	596879
22	458186	596880
23	458186	596881
24	458186	596882
25	458186	596883
26	458186	596884
27	458186	596885
28	458186	596886
29	458186	596887
30	458186	596888
31	458186	596889
34	458186	596890
55	458186	596891
35	458186	596892
36	458186	596893
92	458186	596894
32	458186	596895
33	458186	596896

Schedule B

Lot No.	DP no.	Identifier
18	458186	596876
19	458186	596877

Form L

Annexure Schedule Page 2 of Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

RESTRICTIVE COVENANTS

The Grantor wishes to establish restrictive covenants over each of the said lots described in the Certificates of Title listed in the Schedule A for the benefit of all the other lots set out in the said Schedule A in respect of the type of buildings on the said lots and a fencing covenant shall be bound by the stipulations and restrictions set out herein

NOW THEREFORE the Grantor is the registered proprietor of each of the said lots set out in Schedule A and HEREBY COVENANTS with itself to the intent that such covenants shall be restrictive covenants which shall take effect from the date hereof and continuing thereafter until 31 December 2020 after which this covenant shall be of no further effect excepting the covenants contained in clauses (b) to (v) below to which shall remain in perpetuity for the benefit of all the other lots set our in Schedule A

(a) Not to erect or cause to be erected on any of the lots set out in Schedule A any building permitted under the District Plan unless the plans and specifications for the same (including site plans) have first been submitted to and approved in writing by Monticello Holdings Limited ("the developer") or its nominee to ensure that aesthetic standards are maintained. In considering such approval the developer or its nominee shall, if it so elects, take into account such of the following matters relating to the building and accessory buildings or other permitted buildings as the developer at its sole discretion considers appropriate provided however that the developer or its nominee shall not be precluded from considering matters other than those referred to herein:

(i) Size.

(ii) Height (which shall not in any event exceed two storeys).

(iii) Siting on the property.

(iv) External design (including roofs, fences and screens), with such fences in any event not to exceed 1.8metres in height and in any event to be constructed only of new material.

(v) Relevance of the aforementioned height, siting and external design to natural light of the view and privacy for adjacent properties.

(vi) Concept.

(vii) Architecture.

(viii) External materials.

(ix) Colour scheme.

Form L

Annexure Schedule Page 3 of Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

(b) Not to use or permit or suffer to be used in any building on the property second-hand materials (other than bricks) or fibrelite types for outer walls facings for any buildings on the property nor use or permit or suffer to be used any building material other than brick, cement finish, stone, concrete block, concrete for any outer wall facings without first having obtained the written permission of the Grantor or its nominee.

(c) Not to erect or place or cause to be erected or placed on the property any caravan, hut, garage or shed for any kind of permanent or temporary residential use.

(d) Not to erect or permit to be erected any fence using second-hand materials without first obtaining the prior written permission of the Grantor or its nominee.

(e) Not to erect or permit to be erected on the section more than one dwellinghouse

(f) The Grantor shall not be liable to pay or contribute towards the expense or erection or maintenance of any fence between the property in any contiguous land of the Grantor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the Grantor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

(g) Not to alter or amend in any way or remove or obscure or cause to be altered, amended, removed or obscured the subdivision entrance sign, any other subdivision signs or any office or like structure erected by the Grantor or its nominee for the marketing of the said subdivision, without the prior written consent of the Grantor or its nominee and to maintain any such sign in good order and further to permit at all times the Grantor or its nominee access at all reasonable times without notice on the said Lot for the purposes of maintaining, upgrading, repairing or replacing the subdivision sign.

(h) The Grantee shall not in any event take on to the Lot purchased any pre-used dwelling or pre-used building.

(i) To maintain the land to a high standard including but not limited to the mowing of both the Lot and any road burn and trimming of any boundary weeds or long grass and shall not permit any rubbish or excavated soils or other materials to accumulate on or be placed upon the land

(j) To complete all landscaping of the property visible from any road frontage or reserve within 3 months of the date upon which a Code Compliance Certificate is issued by the local authority for completion of the dwelling erected on the land

(k) The purchasers and their successors in title SHALL NOT be entitled to subdivide the land being purchased whether by way of cross lease, unit title, subdivision into separate lots or in any other way.

(l) Not erect or permit to be erected or place or permit to be placed on the land or any part thereof any fence for which the plans and specifications have not first been approved in writing by the Grantor or its nominee, such approval not to be unreasonably withheld.

Form L

Annexure Schedule Page 4 of Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

(m) Erect on the property any building or fence within one metre (1.0m) of the road frontage boundary or reserve boundaries without the prior written consent of the Vendor or its nominee. Living hedges may be planted less than one metre (1.0m) from any such boundaries and to be kept at a height lower than any adjoining wall or fence.

(n) Any fence or retaining wall 1 metre or more away from the road/reserve boundary shall be no more than 1.2 metres in height and no more than 5 metres in length without any change in material or direction.

(o) Erect on the property any fence or boundary wall exceeding eight linear metres (8.0m) without a change of direction or change of material. Materials and finish shall reflect the materials and finish of the dwelling.

(p) Erect any fence or boundary wall visible from the road frontage of any material containing cement board sheets or panels, corrugated iron, rough sawn timber palings and metal sheeting.

(q) Erect on the property any rough sawn timber or paling side fence separating neighbouring lots within 4 metres of the roadway or reserve boundary. Permission to erect a fence within the 4.0 metres from the road/reserve boundary has to be obtained. The side fence shall be 1.2 metres high at a 4.0 metres distance from the boundary and may rise at an angle to 1.8 metres high 6.0 metres from the boundary. Where a fence or boundary wall is permitted to be built within 4.0 metres of the boundary facing a road or reserve the same material as that used in the fence or boundary wall shall return along the side boundary to connect with the side rough sawn timber or paling fence where it begins 4.0 metres from the road frontage boundary.

(r) Remove or modify any masonry or metal subdivision walls or fences bounding roadways or reserves PROVIDED HOWEVER that (subject to the Grantee getting any necessary consents from the local authority) the Grantee shall be entitled to install one pedestrian gate matching the metal fence.

(s) Permit the dwelling/house to be occupied unless all driveway vehicle crossings are complete.

(t) To ensure unity of streetscape planting, plant species visible to roadway boundaries shall be limited to the following:

Shrubs (S) and Hedging (H):

Botanical name	Common name	Persistance	Use
Abelia spp.		Evergreen	H, S
Agapanthus spp.		Evergreen	S
Buxus Sempervirens	Box hedge	Evergreen	H, S
Camelia sasanqua		Evergreen	H, S
Carpinus betulus	Hornbeam	Deciduous	H
Ceanothus Yankee Point	Californian lilac	Evergreen	H, S
Cupressus leylandii	Cypress	Evergreen	H
Cydonia oblonga	Quince	Deciduous	H, S
Escallonia spp.		Evergreen	H, S

Form L

Annexure Schedule Page 5 of Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

Fagus spp.	Beech	Deciduous	H
Hydrangea spp.		Deciduous	S
Laurus nobilis	Bay tree	Evergreen	H, S
Michelia yannanensis		Evergreen	H, S
Perigeranium spp.		Evergreen	S
Prunus laurocerasus	Common laurel	Evergreen	H
Prunus luscitanica	Portuguese laurel	Evergreen	H, S
Rhododendron spp.		Evergreen	S
Rosmarinus officalnalis	Rosemary	Evergreen	H, S
Taxus baccata	Yew	Evergreen	H, S
Thuja orientalis "Smaargd"	Upright Cedar	Evergreen	H
Viburnum tinus		Evergreen	H, S

*Alternatives may be considered upon application to the Vendor or its nominee.

Trees

Botanical name	Common name	Persistance	Scale
Acer palmatum	Japanese maple	Deciduous	Small
Alnus cordata	Italian alder	Deciduous	Medium
Alnus rubra	Red alder	Deciduous	Medium
Butia capitata			
Carpinus betulus	Hornbeam	Deciduous	Medium
Cornus spp.	Dog wood	Deciduous	Small
Fagus spp.	Beech	Deciduous	Large
Magnolia grandiflora		Evergreen	Medium
Magnolia spp.	Tulip trees	Deciduous	Small/medium
Liriodendron tulipifera	Tulip tree	Deciduous	Large
Acer platanoides	American maple	Deciduous	Large
Albizia julisbrissin	Silk tree	Deciduous	Small
Laurus nobilis	Bay tree	Evergreen	Small
Michelia yunnanensis		Evergreen	Small
Olea spp.	Olive	Evergreen	Small
Parrotia persica		Deciduous	Small
Platanus orientalis	Plane tree	Deciduous	Large
Prunus laurocerasus	Common laurel	Evergreen	Small
Prunus luscitanica	Portuguese laurel	Evergreen	Small
Prunus spp.	Flowering Cherry	Deciduous	Small/medium
Pyrus spp.	Ornamental pears	Dediduous	Small
Quercus spp.	Oak	Evergreen	Large

Form L

Annexure Schedule Page 6 of Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

Sorbus aria lutescens	Rowan	Deciduous	Medium
Styrax japonica	Japanese snowbell	Deciduous	Small
Taxus baccata	Yew	Evergreen	Medium
Thuja orientalis	Upright Cedar	Evergreen	Small
Tilia spp.	Linden/Lime	Evergreen	Medium/large
Trachycarpus fortunei	Fan Palm	Evergreen	Small
Ulmus spp.	Elm	Deciduous	Medium/large

*Alternatives may be considered upon application to the Vendor or its nominee.

(u) Erect a dwelling without contemporaneously erecting a new letter box of a design, colour and cladding consistent with the dwelling or fences or as approved by the Grantor

(v) Permit any dog or other pet to be kept on or about the property 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 in whole or part appears to be a Pit Bull Terrier, Rottweiler, Japanese Akita, Japanese Tosa, Dog Argentino or Brazilian Fila.

(w) Any subsequent purchaser and its successor in title shall repair or reinstate any damage caused to the infrastructure (roads, berms, kerbs, trees) of the subdivision or to any fences or neighbouring lots during the course of construction of the dwelling on its lot

Default Provisions

If there is a breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Grantor may have to any other person having the benefit of this covenant the purchaser will upon written demand being made by the Grantee or its nominee or any of the registered proprietors of the Lots:

(a) Pay to the person making such demand as liquidated damages the sum of $100,00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand had been made.

(b) 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.

(c) Replace any building materials used in breach or non-observance of the foregoing covenants.

AND THE GRANTEE DOES HEREBY COVENANT for itself and its successors in title that it will in respect of any of the lots specified in Schedule B hereto which border the Reserve Land containing 2280m2 being Lot 104 on Deposited Plan 454615 held by the SELWYN DISTRICT COUNCIL meet all of the expenses of the erection or maintenance of any fence between such reserve land and the Transferees land as described in Schedule B and this provision shall enure and bind the successor in title of the land described in Schedule B