

View Instrument Details



Instrument No 9882366.5
Status Registered
Date & Time Lodged 29 January 2015 14:42
Lodged By White, Deborah Ann
Instrument Type Easement Instrument



Affected Computer Registers	Land District
587416	South Auckland
588291	South Auckland
588292	South Auckland
588293	South Auckland
588294	South Auckland
588295	South Auckland
588296	South Auckland
588297	South Auckland

Annexure Schedule: Contains 10 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 B464081.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Andrew Gordon Fletcher as Grantor Representative on 29/01/2015 09:32 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 Andrew Gordon Fletcher as Grantee Representative on 29/01/2015 09:32 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*, or create land covenant
(Sections 90A and 90F Land Transfer Act 1952)

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

CHESHUNT FARM LIMITED

Grantee

CHESHUNT FARM 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, <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way and Right to Convey Water, Electricity, Telecommunications & Computer Media & Right to Drain Water	F DP 455848	Lot 32 DP 455848 (588293)	Lots 30, 31, 33, 34, 35 and 100 DP 455848 (588291, 588292, 588294, 588295, 588296, 587416)
	G DP 455848	Lot 32 DP 455848 (588293)	Lots 30, 31, and 100 DP 455848 (588291, 588292, 587416)
Land covenants		Lots 30 to 36 DP 455848 inclusive (588291, 588292, 588293, 588294, 588295, 588296, 588297)	Lots 30 to 36 DP 455848 inclusive (588291, 588292, 588293, 588294, 588295, 588296, 582297)

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]~~ ~~[negative]~~ ~~[added to]~~ or ~~[substituted]~~ by:

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

~~[the provisions set out in Annexure Schedule A]~~

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 B]~~

Annexure Schedule 1

2003/5038EF
Approved
Registrar-General of Land

*Easement Instrument

Dated 15 January 2014

Page 3 of 9 pages

* Insert type of instrument

Continue in additional Annexure Schedule if required.

SCHEDULE A

CONTINUATION OF EASEMENT TO BE CREATED

1. Any maintenance, repair or replacement of any easement facility in respect of any easement set out herein that is necessary because of any act or omission by the grantor or the grantee (as defined in paragraph 1 of Schedule 4 to the Land Transfer Regulations 2002) must be carried out promptly by that grantor or grantee at the sole cost of that grantor or grantee or in such proportion as relates to the act or omission.
2. All easements facilities in respect of the within easements, shall be placed under and within the ground.
3. If, in respect of easements of right of way, there is conflict between the provisions of Schedule 4 to the Land Transfer Regulations 2002 and the provisions of the Fifth Schedule to the Property Law Act 2007 then the former shall prevail.
4. Where there is a conflict between the rights, powers, terms, covenants or restrictions herein (the modifications) and the provisions of Schedule 4 to the Land Transfer Regulations 2002 and or the provisions of Fifth Schedule to the Property Law Act 2007 then the former shall prevail.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



Annexure Schedule 1

2003/5038EF
Approved
Registrar-General of Land

*Easement Instrument

Dated 15 January 2014

Page 4 of 9 pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

SCHEDULE B**CONTINUATION OF LAND COVENANTS TO BE CREATED**

The grantor and the grantee are desirous of creating land covenants so that each of the servient lots comprising the servient tenement in Schedule C shall have the burden and each of the other of the dominant lots comprising the dominant tenement in Schedule C shall have the benefit of the stipulations and restrictions set out in the First Schedule ("land covenants").

The grantor **hereby covenants and agrees** with the grantee that each of the servient lots comprising the servient tenement in Schedule A shall bear the burden of the stipulations and restrictions set out in the first schedule for the benefit of each of the dominant lots comprising the dominant tenement in Schedule A **to the end and intent** that the servient lots shall be bound in perpetuity by the restrictive stipulations and restrictions set out in the first schedule and that any of the owners or occupiers for the time being of each of the other dominant lots may enforce the observance of such stipulations and restrictions against any of the owners or occupiers for the time being of the servient lots: and

Provided always that the owners and occupiers of the servient lots as the case may be, shall as regards such applicable stipulations and restrictions be personally liable only in respect of breaches thereof which shall occur while they are registered as proprietors of the said lots in respect of which such breach shall occur (or is alleged to occur).

SCHEDULE C**Servient Tenement**

Lots 30 to 36 inclusive on DP 455848
(588291 to 588297 inclusive)

Dominant Tenement

Lots 30 to 36 inclusive on DP 455848
(588291 to 588297 inclusive)

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* Insert type of instrument.

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SCHEDULE C
CONTINUATION OF LAND COVENANTS TO BE CREATED

- 1 The grantor shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the grantee.
- 2 To use any buildings on the land for residential purposes only. However the Grantee may at their discretion give their written consent to any commercial use which complies with the Waikato District Council District Plan and Bylaws and which will have (in the opinion of the Grantee) a low impact on neighbouring properties and their residents.
- 3 (a) Any new residential dwelling house to be erected, constructed or placed on the property shall have a minimum ground floor area of 150 square metres, excluding any garage, carport and accessory buildings, decking, verandahs and roof overhangs, and shall be constructed other than the shape of a simple rectangle.

(b) Not to permit or carry out the placing or erection upon the said land of any building previously erected on other land, unless the Grantee has first given their written consent and it complies with the Waikato District Council District Plan and Bylaws. For the purpose of obtaining such consent, the applicant must produce to the Grantee such plans, specifications, photographs, or other information as the Grantee may require. Such consent shall be entirely at the discretion of the Grantee.
- 4 Not to allow less than 90% of the exterior cladding of any dwellinghouse to consist of the following materials:
 - (i) Kiln fired or concrete brick;
 - (ii) Stucco finish on fibrous sheet or polystyrene, concrete block or solid concrete;
 - (iii) Stone;
 - (iv) Timber;
 - (v) Metal laminate on solid timber
 - (vi) Glass.
- 5 Not to allow any separate garage or shed to remain unpainted for a period exceeding 3 months from the date of completion of its construction. All garages, sheds, ancillary buildings are to be colour co-ordinated in the same tones as the dwelling house.
- 6 To have the roof of the dwellinghouse and any ancillary buildings constructed of colour steel long run, colour steel tile, decramastic tile or concrete tile, zincalume, timber shingles, or bitumen shingles. The roof of any dwellinghouse is to be colour co-ordinated in the same tones as the dwelling house, sheds and or garages.

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Annexure Schedule 1

2003/5038EF
Approved
Registrar-General of Land

*Easement Instrument

Dated 15 January 2014

Page 6 of 9 pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

SCHEDULE C

CONTINUATION OF LAND COVENANTS TO BE CREATED

- 7 To have the dwellinghouse and/or ancillary buildings meet the requirements of the local authority and have completed all construction of the dwellinghouse, ancillary buildings, fences, landscaping, within 12 months from the date when footings commenced.
- 8 Not to permit the driveway on the said land to remain uncompleted without a solid running course for more than six months after completion of the dwelling house.
- 9 Once construction of a dwelling house is substantially completed, to garage or screen or otherwise remove from the property any temporary dwelling, caravan, trade vehicle, machinery or other equipment (including shipping containers) or other materials.
- 10 Not to allow any recreational or commercial vehicles or trailers to be regularly parked on any adjoining road or berm.
- 11 Not to permit any advertisement, sign or hoarding to be erected on any part of the property other than a sign recording the name and/or occupation of the owner of the property for the time being, such sign to be no larger than 600 mm by 600 mm.
- 12 Not to permit or cause any rubbish or scrap metal to accumulate or be placed upon the property and or road frontage and not to permit any excessive growth of weeds or grass so that the same becomes long or unsightly or a nuisance to the owners of adjoining lots.

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Annexure Schedule 1

2003/5038EF
Approved
Registrar-General of Land

*Easement Instrument

Dated 15 January 2014

Page 7 of 9 pages

*Insert type of instrument.

Continue in additional Annexure Schedule if required.

SCHEDULE C

CONTINUATION OF LAND COVENANTS TO BE CREATED

- 13 Not to permit or cause any dumping of organic or inorganic rubbish in the wetlands, or any vacant lots within the subdivision. For the purposes of this Clause "wetlands" means the gully areas situated on lots 30, 31, and 32, lot 100, and the pond area on Lot 34.
- 14 Not to permit any hedge planting of trees or shrubs exceeding 3 metres in height which have the effect of obscuring sunlight from any adjoining properties. No trees are to be planted within 3 metres of the boundary.
- 15 Not to permit the grazing of livestock on any road frontage of the property and to keep such frontage regularly trimmed and mown.
- 16 Not to erect a fence constructed of corrugated iron or other solid metal products, or exceeding 1.8 metres above the natural ground level.
- 17 Not to permit the keeping of any donkeys or poultry on the property nor the use of the same for animal boarding kennels PROVIDED THAT the keeping of not more than 10 domestic hens, 2 goats or 2 pigs shall not be a breach of this covenant. For the purposes of this clause, the expression "hens" shall not include "roosters".
- 18 Not to keep or permit to be kept on the property more than 2 dogs of a greater age than 3 months.
- 19 Not to keep or permit to be kept any large quantities of inflammable goods to be stored or kept on the property (with the exclusion of natural gas cylinders for domestic purposes).
- 20 Not to make any complaints to any territorial or government authority concerning farming activity on Lot 100 DP 455848 Lot 1 DPS 25703, Lot 2 DP 353645, Lot 33 DP 23140, Pt Allotment 348 Whangamarino Parish, in particular not to complain relating to the noise, smell, and dust, generated by normal farming activity and farm animals.

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Annexure Schedule 1

2003/5038EF
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*Easement Instrument

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Continue in additional Annexure Schedule if required.

SCHEDULE C

CONTINUATION OF LAND COVENANTS TO BE CREATED

- 21 Not to use the dwellinghouse and/or ancillary buildings unless they have been completed in accordance with these covenants, and meet the requirements of the appropriate Local Authority.
- 22 Not to permit or carry out the erection of any temporary building or structure upon the land except such as may be used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of the work.
- 23 In respect of each parcel of land herein described, this instrument shall not seek or purport to make such land be subject to and receive the benefit of the covenant, over the same land at the same time.

If there should be any breach or 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 the registered proprietor of the lots:

- (a) Pay the person making such demand as liquidated damages the sum of \$200.00 dollars per day for every day that such breach or non observance continues after the expiry of the period of 30 days from the date upon which written demand has been made;
- (b) Remove or cause to be removed from the Land any dwelling house, garage, building, fence or other such structure erected or placed on the Land in breach or non-observance of the foregoing covenant;
- (c) Do or cause to be done anything necessary to remedy such breach.

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Annexure Schedule 1

2003/5038EF
Approved
Registrar-General of Land

*Easement Instrument

Dated 15 January 2014

Page 9 of 9 pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

SCHEDULE C**CONTINUATION OF LAND COVENANTS TO BE CREATED****PROVIDED** and it is further agreed and acknowledged that:

- (i) The grantor shall only have any liability hereunder while the grantor is a registered proprietor of the land.
- (ii) In any instance of default the remedying of such default within one month of notice in writing requiring removal of such cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the said covenants shall avoid the payment of the penal sum prescribed herein provided that this waiver shall not apply in respect of any subsequent default of a similar nature.
- (iii) The grantee is under no obligation to any party to ensure the grantor complies with, observes, performs or completes any of the special conditions and/or covenants and restrictions herein.
- (iv) No delay or failure to act by the grantee, under the grantee's sole absolute and unfettered discretion, is a waiver of any of the special conditions and/or covenants and restrictions herein. The grantee will not be liable for any delay, failure or exercise of any absolute unfettered discretion.
- (v) The obligation for the Grantee to enforce the land covenants contained herein or grant the consents referred to in clauses 2 and 3 will expire 12 calendar months after the date of the sale of the last section within the subdivision.

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