View Instrument Details

Instrument No	11223236.18
Status	Registered
Date & Time Lodged	21 September 2018 16:12
Lodged By	Hill, Timothy John
Instrument Type	Easement Instrument

Affected Computer Registers	Land District
844698	Canterbury
844699	Canterbury
844700	Canterbury
844701	Canterbury
844702	Canterbury
844703	Canterbury
844704	Canterbury
844705	Canterbury
844706	Canterbury
844707	Canterbury
844708	Canterbury
844709	Canterbury
844710	Canterbury
844711	Canterbury
844712	Canterbury
844713	Canterbury
844714	Canterbury
844715	Canterbury
844716	Canterbury
844717	Canterbury
844718	Canterbury
844719	Canterbury
844720	Canterbury
844721	Canterbury
844722	Canterbury
844723	Canterbury
844724	Canterbury
844725	Canterbury
844726	Canterbury
844727	Canterbury
844728	Canterbury
844729	Canterbury

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 ☑

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Grantor Certifications

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 Timothy John Hill as Grantor Representative on 19/09/2018 09:58 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 Timothy John Hill as Grantee Representative on 19/09/2018 09:58 AM

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

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

Grantor

CIT BRANTHWAITE LIMITED

Grantee

CIT BRANTHWAITE LIMITED

Grant of easement or *profit á prendre* or creation or 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 covenants(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 526288	Lots 38 to 43, 57 to 75, 124, 125, 126, 134, 135, 178 and 179 on DP 526288 (CT 844698 to 844729)	Lots 38 to 43, 57 to 75, 124, 125, 126, 134, 135, 178 and 179 on DP 526288 (CT 844698 to 844729)

Easements or *profit á 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] [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 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 1].

Annexure Schedule 1

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

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

COVENANTS

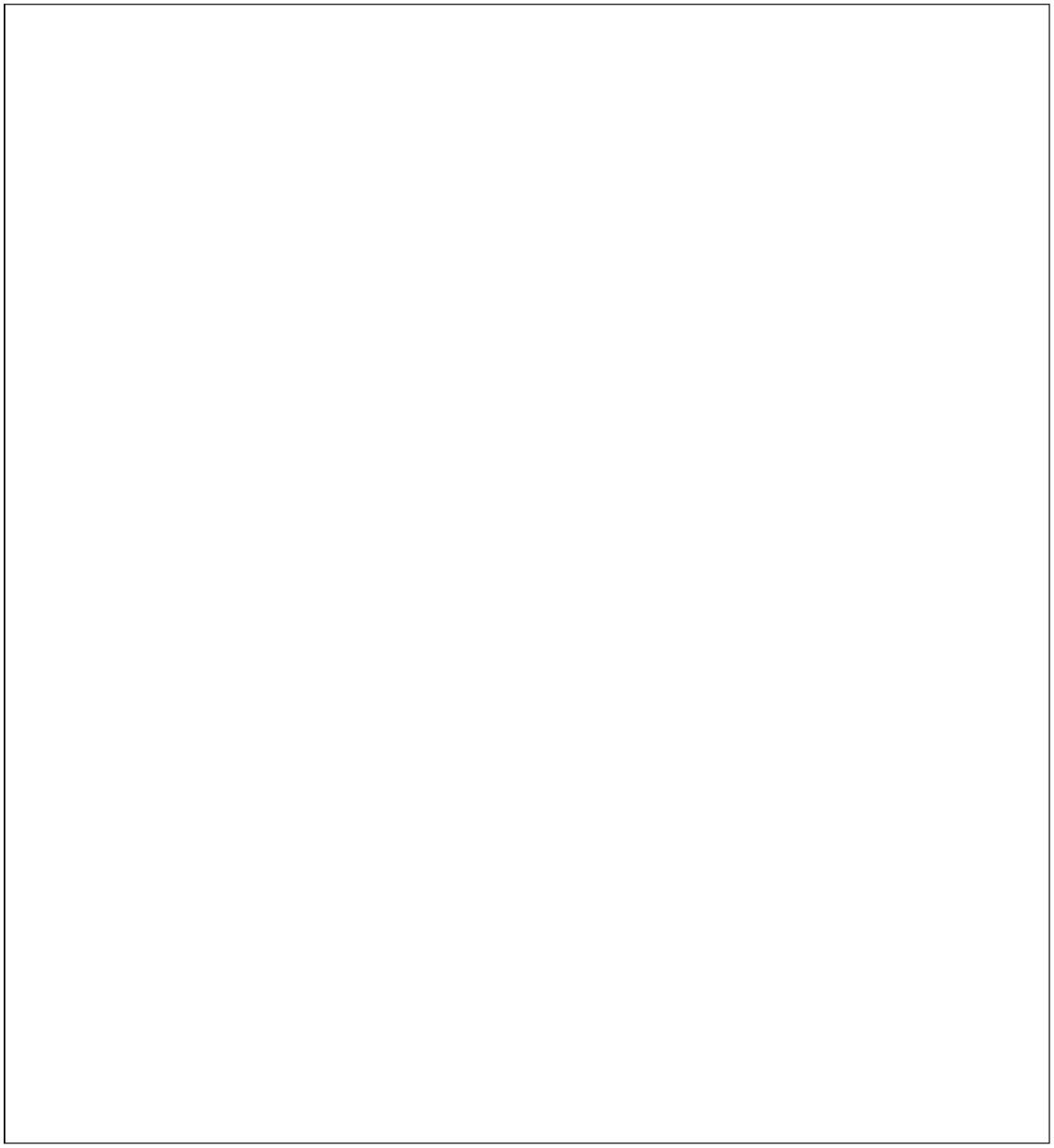
The Grantor, as registered proprietor of the Dominant Lots (Schedule A) covenants with the Grantee as registered proprietor of the Servient Lots (Schedule B) that the Grantor shall be bound by the Covenants described in Schedule C.

SCHEDULE "A"

Dominant Lots

Lot(s)	Deposited Plan	Certificate(s) of Title
38	526288	844698
39	526288	844699
40	526288	844700
41	526288	844701
42	526288	844702
43	526288	844703
57	526288	844704
58	526288	844705
59	526288	844706
60	526288	844707
61	526288	844708
62	526288	844709
63	526288	844710
64	526288	844711
65	526288	844712
66	526288	844713
67	526288	844714
68	526288	844715
69	526288	844716
70	526288	844717
71	526288	844718
72	526288	844719
73	526288	844720
74	526288	844721
75	526288	844722
124	526288	844723
125	526288	844724
126	526288	844725
134	526288	844726
135	526288	844727
178	526288	844728
179	526288	844729

All Estates in Fee Simple.



SCHEDULE "B"

Servient Lots

Lot(s)	Deposited Plan	Certificate(s) of Title
38	526288	844698
39	526288	844699
40	526288	844700
41	526288	844701
42	526288	844702
43	526288	844703
57	526288	844704
58	526288	844705
59	526288	844706
60	526288	844707
61	526288	844708
62	526288	844709
63	526288	844710
64	526288	844711
65	526288	844712
66	526288	844713
67	526288	844714
68	526288	844715
69	526288	844716
70	526288	844717
71	526288	844718
72	526288	844719
73	526288	844720
74	526288	844721
75	526288	844722
124	526288	844723
125	526288	844724
126	526288	844725
134	526288	844726
135	526288	844727
178	526288	844728
179	526288	844729

All Estates in Fee Simple.

SCHEDULE "C"

Land Covenants

1. The Grantor covenants with the Grantee that the Grantor shall not:

1.1. Erect or permit to be erected or placed on the land any dwelling house having a floor area of less than 130m^2 (including garage. If a Grantor requires to erect a dwelling house of less than 130m^2 (including garage), or a garage that does not comply with Clause 1.4, the Grantor shall obtain the Grantee's written consent. Prior to any consent being granted, the Grantor shall provide a site plan, elevation, floor plan, fencing and landscaping details, and prepay an approval application fee of $400 plus GST, and not commence any building on the land until such written consent is granted; and the Grantee reserves its rights to grant any dispensation as it deems fit.

1.2. 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.

1.3. 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.

1.4. Erect or permit to be erected or placed on the land a separate garaging facility that:

1.4.1. Has a floor area less than 30m^2; and

1.4.2. Is not attached to the main dwelling house and included in the same roof construction without having obtained the written approval of the Grantee as provided for in Clause 1.1(a).

1.5. 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), or a "flat pack" house subject to:

1.5.1. If a Grantor desired to utilise a "flat pack" house processed from the Christchurch earthquake, the Grantor shall:

1.5.1.1. provide full plans, specifications, colour schemes, and landscaping details; and

1.5.1.2. a certificate from a suitably qualified architect and/or architectural draughtsman certifying that the house will be developed and be compatible with a new housing estate typical of Rolleston; and

1.5.1.3. provide a schedule of exterior claddings which shall be new materials; and

1.5.1.4. enter into a cash bond of 10% of the value of the completed dwelling to be paid to the Grantee or nominated stakeholder until the later of a Code Compliance Certificate is issued by the Selwyn District Council or until the Grantee is completely satisfied as to the completeness of the total property (including landscaping).

1.5.1.5. the Grantee shall at its absolute discretion agree or not agree to any proposal in writing

1.5.1.6. The Grantor shall meet all costs of the Grantee in approving such proposal.

1.6. 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.

1.7. Use as a roofing material any material other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel) cedar, slate or bituminous shingles or painted long-run pressed steel.

1.8. Erect or permit to be erected on the land any building unless the plans (including site plans, specifications, landscaping and fencing) have first been approved by the Grantee. Sole discretion lies with the Grantee in approving the plans, specifications, landscaping and fencing. An approval fee of $200 plus GST shall be paid prior to lodging an application for such approval.

1.9. Leave the outside of any dwelling house unfinished or any exterior walls or doors unpainted or unstained except where cedar cladding or decorative brick/stone are used.

1.10. Erect or permit to be erected on the land any fence or boundary wall:

1.10.1. Greater in height than 1.8 metres above natural ground level.

1.10.2. Containing cement boards, sheets or panels, corrugated iron or metal sheathing.

1.10.3. On any side boundary greater in height than 1.2 metres above natural ground level within 3 metres of any road boundary.

1.10.4. On a road boundary without the prior written consent of the Grantee.

1.11. Erect or permit to be erected on the land any fence which can be seen from a road boundary constructed of rough-sawn palings.

1.12. 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.

1.13. Cause or allow any building material, packaging, or debris to litter the land or any adjoining land during the construction phase.

1.14. Erect any relocatable or previously occupied house except as provided for in Clause 1.5 herein.

1.15. Vehicle Access Crossing

1.15.1. Commence construction until a vehicle crossing of no more than 4 metres width has been installed in a position approved by the Grantee, the kerb and channel crossing cut down at the access point (if required) and the crossing from the kerb into the property for a distance of 3 metres has been formed with an appropriate base material. The Grantor shall not make use of any adjoining property (whether occupied or not) or berm or footpath to obtain access to the property for construction purposes.

1.16. **Health & Safety Requirements**

1.16.1. Permit any construction unless the building site complies with the requirements of the Health & Safety at Work Act 2015 at all times.

1.17. **Delivery of Materials**

1.17.1. Undertake or permit during the course of construction the loading, unloading, delivery, or storage of building materials other than within the boundaries of the Property.

1.18. **Building Rubbish**

1.18.1. Carry out any construction unless an adequate rubbish skip if present at all times (and regularly emptied or replaced), nor allow during the course of construction any rubbish to blow outside the boundaries of the Property.

1.19. **Washing of Vehicles**

1.19.1. During the course of construction, allow any vehicles to be washed down other than within the boundaries of the Property.

1.20. **Portable Toilet Facility**

1.20.1. Permit the Grantor's workers or contractors to use the property or any other area on the Plan for toileting purposes. Prior to construction commencing, the Grantor shall provide a suitable portable toilet facility for use by the Grantor's construction workers and contractors.

1.21. **Pets**

1.21.1. Allow any dog or other pet to be kept on the property which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision. The keeping of pigeons is expressly prohibited.

1.22. For the purpose of these Covenants, where any reference Is made to the Grantor obtaining approval of any course of action (including, without limitation in Clause 1.1. and 1.5 and 1.6 and 1.7 and 1.8) then that shall be read as a reference to obtaining the consent of CIT Branthwaite Limited, or its nominee.

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:

2.1. 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.

2.2. Replace any building materials used in breach or non-observance of the foregoing Covenants so as to comply with these Covenants.

2.3. Be liable upon demand by the Grantee to pay the sum of $500 per day from the date of notification of such non-compliance to the Grantee until the non-compliance is satisfied in terms of these Covenants.

3. The Grantor shall also comply with the By-Laws attached to this instrument as Schedule D. Non-compliance of the By-Laws shall be considered to be a breach of these Covenants and Clause (2) herein shall apply.

4. The Grantors and their successors in title shall indemnify the Grantee from any liability whatsoever from any party breaching any of these Covenants.

5. These Covenants shall have effect up until 31 March 2020 and thereafter shall have no effect.

6. The Grantor shall be bound by a Fencing Covenant in terms of section 2 of the Fencing Act 1970

SCHEDULE "D"

BRANTHWAITE BYLAWS

1. **Introduction**

   1.1 These By-Laws are intended to ensure that construction is completed in a professional manner which maintains the standards of the development.

   1.2 These By-Laws are in addition to and not in substitution for any legislation or local government rules, regulations or By-Laws.

2. **Fencing**

   2.1 Prior to commencement of any work on a lot, the owner shall erect a fence to any unfenced internal boundary of the Lot being purchased and erect a temporary fence to the road frontage and on completion of construction will remove any temporary fencing.

3. **Frontage**

   3.1 No damage shall be caused to any kerb, grass berm, footpath, irrigation, street lamps, tree or shrub contained on the legal road adjoining the lot.

   3.2 If any damage occurs at the frontage of the lot, the lot owner shall be responsible for the full cost including fees (if any) of rectifying the damage and shall immediately become responsible for the full cost as provided for in any invoice issued by CIT Branthwaite Limited.

   3.3 No tree or shrub shall be removed from the frontage of the lot without the prior written consent of CIT Branthwaite Limited.

4. **Access**

   4.1 All access to the lot shall be over the prescribed access driveway as detailed in the building consent issued by the Selwyn District Council ("the prescribed access"), and in compliance with Clause 1.18 of the Branthwaite Covenants.

   4.2 If a kerb and crossing has been installed at the prescribed access, then before commencing any work on the lot, the builder shall create a temporary crossing at the prescribed access in a manner contained in Clause 1.15 of the Branthwaite Covenants that shall ensure a tidy crossing during construction. If a kerb and crossing have already been installed, then before commencing any work on the lot, the builder must protect the crossing by laying down a protective layer of sand followed by a layer of base course material to a thickness that will ensure no damage occurs to the crossing and footpath.

5. **Site Sheds**

   5.1 All site sheds shall be placed within the boundaries of the lot and shall be freshly painted.

6. **Loading, Unloading & Storage of Materials during Construction**

   6.1 All loading, unloading, delivery and storage of materials shall take place within the boundaries of the lot using the prescribed access.

   6.2 No materials shall be unloaded onto the footpath or berm areas or onto any neighbouring lot.

7. **Parking**

7.1 All builders, contractors, tradesmen and delivery vehicles must be parked inside the boundaries of the lot or parallel parked on the road outside the lot.

7.2 There shall be no parking on the verges, berms or neighbouring lots.

8. **Toilet Facilities**

8.1 No toilets other than approved porta-loo style toilets shall be permitted on the lots.

9. **Animals**

9.1 No animals of any kind may be brought onto the lot or within the confines of the development by any builders, contractor, sub contractor, or tradesman.

10. **Rubbish**

10.1 Appropriate rubbish skips shall be maintained within the boundaries of the lot for all site rubbish and shall be cleared at regular intervals.

10.2 At no time shall rubbish be permitted to blow outside of the lot or be permitted to cause an unsightly mess.

10.3 All rubbish skips must be covered to ensure that rubbish is not blown out by high winds.

11. **Signage**

11.1 No sign shall be erected without the prior written approval of the Vendor provided that:

11.1.1 A single building company sign may be erected along with the street number and/or lot number on the road frontage; and

11.1.2 A standard Health and Safety sign shall be erected on the lot.

11.1.3 A real estate sale sign may also be erected.

11.2 All signs must be kept in good condition.

12. **Covenants**

12.1 The Covenants affecting the lot ("the Covenants") must be complied with at all times. In the event of any conflict between these By-Laws and the Covenants, the Covenants shall prevail.

12.2 No building may be commenced until and unless the plans (including the site plans), specifications, landscaping and fencing have first been approved by CIT Branthwaite Limited. All building designs and plans submitted for approval shall show floor plans, elevations, specifications and building materials to be used, including colour schemes. Paths and driveways including proposed design, materials, colours and finish shall be submitted for approval at the same time.

12.3 Where fences are set back from a road boundary in compliance with the Covenants applicable to the lot, the owner shall obtain the written approval of CIT Branthwaite Limited in respect of the landscaping and planting of the area between the fence and the road berm prior to commencement of works.

12.4 All fences must comply with the Covenants and Selwyn District Councils by-laws and the terms of any Consent Notice issued by Selwyn District Council.

13. **Remedial Right**

13.1 If there should be any breach or any non observance of any of these By-Laws, the Vendor may remedy the breach at the expense of the property owner and/or party infringing.

13.2 If any there shall be any breach or any non-observance of any of these By-Laws or Covenants, the Purchaser shall be liable for a penalty of $500/day until such breach in non-compliance is remedied.

14. **Amendments**

14.1 CIT Branthwaite Limited may amend or add to these By-Laws from time to time.

REF: 7225 – AUCKLAND DISTRICT LAW SOCIETY INC.