

View Instrument Details



Instrument No 9716606.7
Status Registered
Date & Time Lodged 11 July 2014 17:51
Lodged By Tait, Andrew David Royds
Instrument Type Easement Instrument



Affected Computer Registers	Land District
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653014	Canterbury
653015	Canterbury
653016	Canterbury
653017	Canterbury
653018	Canterbury
653019	Canterbury
653020	Canterbury
653021	Canterbury
653022	Canterbury
653023	Canterbury
653024	Canterbury
653025	Canterbury
653026	Canterbury
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653050	Canterbury
653051	Canterbury
653052	Canterbury
653053	Canterbury
653054	Canterbury

Affected Computer Registers	Land District
653055	Canterbury
653056	Canterbury
653057	Canterbury
653058	Canterbury
653059	Canterbury
653060	Canterbury
653061	Canterbury

Annexure Schedule: Contains 5 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 9623475, I has consented to this transaction and I hold that consent ☒

Signature

Signed by Andrew David Royds Tait as Grantor Representative on 03/07/2014 10:27 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 David Royds Tait as Grantee Representative on 03/07/2014 10:27 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

Grantor**GW ROLLESTON LIMITED****Grantee****GW ROLLESTON 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) 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	Easement Land Shown (plan reference)	Servient tenement (Computer Register)	Dominant tenement (Computer Register) or in gross
Land covenants	DP474835	DP474835 653014 – 653061 (inclusive) Lots 180 - 227 (inclusive)	DP474835 653014 - 653061 (inclusive) Lots 180 - 227 (inclusive)

Easements or *profit 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 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]~~ ~~[negated]~~ ~~[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 2].~~

ANNEXURE SCHEDULE 2
LEVI PARK - PROTECTIVE COVENANTS
STAGES ONE TO TEN

(A) The Grantor shall not:

1. Permit any works to be carried out on the site (including site preparation) prior to the erection and completion of all side and rear boundary fences in accordance with clause 12 below, furthermore the berm and kerb crossing up to and including road metalling must be completed prior to construction of the dwelling.
2. Permit the said land to be occupied or used as a residence either prior to the dwelling being completed (including driveways, pathways, landscaping and seeding of lawns visible from the road boundary frontage) and a Code Compliance Certificate has been issued by the Selwyn District Council or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles used for human habitation.
3. Erect or permit to be erected or placed on the land any dwelling house greater than one storey on any lots other than lot 1, 6, 25, 39, 57, 58, 85, 101, 137, 143, 187, 200, 209 & 214;
4. Further subdivide or build more than one dwelling unit on any allotment however the Grantee retains the right at all times to further subdivide or approve any other subdivision of any lot or any future stage. This Clause 4 shall expire and be of no further effect on 31st December 2020.
5. Use as a roofing material anything other than tiles (clay, ceramic, concrete, decromastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel with less than a 28-degree roof pitch¹. This Clause 5 shall expire and be of no further effect on 31st December 2020.
6. Use as exterior cladding material other than clay brick, recycled brick, stained or painted weatherboard, painted or sealed concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above. This Clause 6 shall expire and be of no further effect on 31st December 2020.
7. Use a roofing material, guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products.
8. Erect any building other than a dwelling house or ancillary buildings in accordance with plans (including site plan, landscape plan and external colour scheme) that have been approved by the Grantee in its sole discretion prior to the commencement of building. In considering plans for approval the Grantee shall take into account Architectural Merit, Colours, and Visual

Appearance. A construction bond of \$2,000 is payable to the Grantee prior to any construction works taking place. This Clause 8 shall expire and be of no further effect on 31st December 2020.

9. Construct a driveway of materials other than of fixed solid materials such as coloured stamped/stencilled or exposed aggregate concrete, asphaltic concrete, concrete cobblestones or pavers or similar. The maximum width of the road crossing shall be 4.8m at the road boundary and should be off-set a minimum of 750mm from the side boundary to allow for landscaping. Such driveway to be completed in accordance with clause 2 above. Where a swale or other feature exists between the road and the lot, the driveway crossing the swale shall be constructed in the location, manner and form directed by the Grantee and/or the Selwyn District Council. Where the Grantee has constructed a sealed driveway to the lot, this access point must be used by the Grantor as the primary driveway entry. This entry point may not be removed or relocated without the prior written consent of the Grantee prior to 31st December 2020.
10. Attach to or protrude from the front (or the side within 7 metres of the road boundary) of the dwelling house, garage or other structure any fixture including but not limited to air-conditioning units, television or radio aerials, satellite dishes, and/or solar panels that in the Grantee's sole discretion are obtrusive.
11. Permit the installation of control equipment for gas or meter boxes visible on the road front elevation of the dwelling;
12. Erect or permit to be erected on the land any fence or boundary wall:
 - a) greater than 1.0m in height between the dwelling façade and the road boundaryⁱ except on
 - (i) on lots which have road frontage on two boundaries, where fencing on the secondary road frontage may be permitted on the boundary;
 - (ii) Street front fencing on lots specified in (i) above shall be of similar materials to the dwelling;
 - (iii) Where the secondary road frontage is fenced on the boundary in (i) above, such fencing shall be finished at least 1.0 metre behind the main building line;
 - (iv) Approval of fence design may be declined at the Grantee's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision.
 - b) on boundaries fronting a reserve or waterway that has not received specific design approval of the Grantee. Approval of fence design may be declined at the Grantee's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision or neighbouring amenity. Fencing fronting reserves shall be of 'open' style for a minimum of 50% of the reserve boundaryⁱⁱⁱ;

c) on the internal boundaries within 3.0m of the road frontage boundary and of a height greater than 2.0m above the surrounding finished ground level and of materials other than new timber. All internal boundary fences shall be constructed from masonry or solid timber or in the form of a Paling Fence with timber palings on the same side of the rails as the posts and timber capping unless otherwise approved by the Grantee;

however the Grantee retains the right at all times to erect boundary fencing on any boundary fronting a reserve or the road boundary of any lot where access is restricted by a Link Strip, Consent Notice or other device as shown on the Subdivision Application Plan and any right of way boundary of any lot. Such fencing erected by the Grantee shall not be removed without prior written consent of the Grantee. This Clause 12 shall expire and be of no further effect on 31st December 2020.

13. Cause any damage to landscaping, irrigation, berms and kerbs contained within the legal road reserve either in front of or adjacent to the said lot. Should damage occur, the Grantor shall immediately repair such damage. If such damage is not immediately repaired, the Grantee shall have the right to rectify such damage with reasonable costs to be met by the Grantor, payable on demand.
14. Remove or relocate from the lot any fence, tree or shrub constructed or installed by the Grantee that is within 2.0 metres of the road frontage without the prior written consent of the Grantee. This Clause 14 shall expire and be of no further effect on 31st December 2020.
15. Permit any rubbish, including Builders waste materials to accumulate or to be placed upon the land or any adjoining land or permit grass or weeds to grow to a height exceeding 100mm. The Grantee shall have the right to remove any building materials from the site or any adjoining site or to maintain the site in a reasonable condition, that in their sole discretion, if left in their state, may be detrimental to the subdivision with reasonable costs to be met by Grantor, payable on demand.
16. Permit the erection of any sign on the property other than a professionally sign written and installed sign marketing the dwelling or section for sale. The Grantee will only permit the erection of signage indicating a business if such signage is acceptable in the sole discretion of the Grantee and prior written consent is obtained. The Grantee shall have the right to remove any sign, which in their sole discretion is unacceptable without prior warning.
17. Permit the dwelling to be used as a show home without written consent of the Grantee. The Grantee shall retain sole discretion over the number of dwellings to be used for show homes purposes. This Clause 17 shall expire and be of no further effect on 31st December 2020.

(B) General Covenants:

18. In the event that the Grantor disagrees with an exercise of discretion by the Grantee under clause 8 above then the matter shall be referred to an architect nominated by the Grantee. The consent of the Grantee shall be deemed to be given if such Architect certifies that the proposed buildings and improvements on the land are appropriate and suitable for a high quality residential subdivision and will not have any adverse effect on the other lots.
19. The Grantee shall neither be required nor be liable to enforce such above Covenants.
20. The Grantor (including the Grantor's successors in title and subsequent assignees of the property) covenant with the Grantee (including any subsidiary or associated company of the Grantee or successor or assigns to the Grantee that they will not oppose, object to, frustrate or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder the Grantee from progressing and completing the Grantee's Levi Park development plans and/or effecting any zone change and/or subdivision and/or resource consents needed to generally give effect to the Levi Park Development. This covenant by the Grantor applies (without limitation) to any Resource Consent application, Environment Court application or Territorial Authority Building Consent application or other necessary consent process involving, such development, and the benefit of this covenant also applies to any adjoining or neighbouring property the Grantor may own or subsequently purchase to progress such development.
21. The Grantor (including the Grantor's successors and subsequent assignees) indemnifies the Selwyn District Council from all liability to contribute to the cost of the erection and maintenance of boundary fences between reserves and adjoining lots. Such cost shall be the sole responsibility of the Grantor.

¹ Alternative roofing materials, roof pitch & external cladding materials may be permitted if in the opinion of the Grantee, those materials and pitch will not adversely effect the development.

³ For the avoidance of doubt the term road shall include right of way. Resource Consent may be applied for to construct a fence greater than 1.0m in height.

⁴⁰ The Grantee may at their sole discretion approve solid fencing greater than 50% of the frontage of any reserve lot if such increase is required for privacy or design purposes.