

# View Instrument Details



**Instrument No** 10991928.9  
**Status** Registered  
**Date & Time Lodged** 17 April 2018 10:08  
**Lodged By** Tagimacruz, Emeryn Gardones  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
799405	South Auckland
799406	South Auckland
799407	South Auckland
799408	South Auckland
799409	South Auckland
799410	South Auckland
799411	South Auckland
799412	South Auckland
799413	South Auckland
799414	South Auckland
799415	South Auckland
799416	South Auckland
799417	South Auckland
799419	South Auckland

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**Annexure Schedule:** Contains 8 Pages.

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## 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 6468790.3 has consented to this transaction and I hold that consent

## Signature

Signed by Helen Maree Nathan as Grantor Representative on 13/04/2018 10:21 AM

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## 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 Helen Maree Nathan as Grantee Representative on 13/04/2018 10:21 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**

TODD DUNCAN HOLDINGS LIMITED

**Grantee**

TODD DUNCAN HOLDINGS 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
Scheme of Land Covenants for purpose of creating building scheme.	DP 514027	Refer definition of "Servient Tenement"	Refer definition of "Dominant Tenement"

**Covenant provisions**

The provisions applying to the specified covenants are those set out in the Annexure Schedule

*Insert instrument type*

Land Covenants

**1. Building Scheme**

- 1.1. The Grantor as registered proprietor of the Lots listed as Servient Tenements has agreed to enter into these Land Covenants to create a building scheme that will bind all present and future owners of the Servient Tenements. The building scheme will ensure that the future development and use of the Servient Tenements adheres to certain standards which enhance and preserve the amenity, appearance and special character of the Development in which the Dominant Tenements are situated.

**2. Definitions**

*Amenity Vegetation Areas* means the landscaped strips of Lots 4, 5, 6 and 100 adjoining the road frontage which the Developer has developed as at the date of these covenants and which form part of the scheme of entrance way landscaping and planting for the development between Central Road and the boundary of Lot 7

*Developer* means TODD DUNCAN HOLDINGS LIMITED.

*Development* means the subdivision of Computer Freehold Register 259236 into separate lifestyle Lots to occur over two stages.

*Dominant Tenements* means Lots 4-16 and 100 (inclusive) on DP 514027 being those areas comprised in computer freehold registers 799405, 799406, 799407, 799408, 799409, 799410, 799411, 799412, 799413, 799414, 799416, 799417 and 799419 all South Auckland Registry

*Grantor* and *Grantee* have the meaning ascribed to those terms by the Land Transfer regulations 2002.

*Lot* means any of the Dominant Tenements and Servient Tenements and the Lots that are to be further subdivided from Lot 100 in the second stage of the Development.

*Servient Tenements* means Lots 4-16 and 100 (inclusive) on DP 514027 being those areas comprised in computer freehold registers 799405, 799406, 799407, 799408, 799409, 799410, 799411, 799412, 799413, 799414, 799416, 799417 and 799419 all South Auckland Registry

THE GRANTOR COVENANTS AND ACKNOWLEDGES AS FOLLOWS:

**3. Perpetual covenants**

- 3.1. The Grantor for itself and its successors in title and so as to bind each of the Servient Tenements covenants and agrees with the Grantee and its successors in title for the benefit of each of the other of the Dominant Tenements that the Grantor will at all times observe and perform all the covenants contained herein to the intent that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the Dominant Tenements and each and all of the registered proprietors of the

*Insert instrument type***Land Covenants**

Dominant Tenements provided that the Grantor will be liable only for breaches of the covenants contained in this covenant which occur whilst the Grantor is a registered proprietor of the Servient Tenement.

- 3.2. The Grantor covenants that the Grantor will at all times hereafter save harmless and keep indemnified the Grantee from all proceedings costs claims and demands in respect of breaches by the Grantor of the covenants and restrictions provided for in this instrument.

**4. Approval of building Location, Plans and Specifications**

- 4.1. Not to commence the construction of any building including a dwelling house on any Lot without first having submitted to and obtained the written approval of the Developer, or its nominated representative, to the Location, plans, specifications, exterior design (including elevations) and the appearance of the proposed building including colour schemes.
- 4.2. Not to depart from the plans and specifications in the exterior design and the appearance of the proposed building approved by the Developer pursuant to paragraph 4.1 of this Schedule.
- 4.3. The plans and specifications submitted to the Developer shall be those submitted to the Rotorua District Council for the purpose of obtaining a building consent.
- 4.4. The decision to approve any such plans or specifications shall be made solely by the Developer, or its nominated representative, and shall be final and binding upon the Grantor. The Developer will assess applications for approval against the Developer's intended vision for the Development as a superior quality rural lifestyle development having regard to potential views from within the Development and the rural character of the Development. The Developer will make no objection as to location of a dwelling house that is within the proposed house site area shown on DP 514027 for the Lot. In no circumstances, will the Developer be liable in any manner whatsoever to any party as a result of a decision made under this clause.
- 4.5. In the event that the Developer has ceased to exist, then the provisions of clause 4 will cease to have effect.

**5. Construction covenants**

- 5.1. Not to place or erect or permit to be placed or erected upon any of the Lots any building previously erected on any other land or any pre-built building except a temporary building or structure which will be used in conjunction with the construction of a permanent building and which will be removed from the Lot upon the completion of that work, provided that the Developer may upon application by the Grantor permit a pre-built show home which meets all of the stipulations and restrictions set out in this Schedule to be erected on a Lot.

*Insert instrument type*

Land Covenants

- 5.2. Not to leave or permit to be left any building in the course of construction without substantial work being carried out for a period exceeding 3 months and will complete construction of any such building within 12 months of the commencement of that work.
- 5.3. To reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, kerb, berm, or other structures within the dominant Tenements arising from the Grantor's, their agents' or invitees' direct or indirect use of the Lot.
- 5.4. Not to take up residence on the property unless any Dwelling house on the Lot has been substantially completed in accordance with the covenants in this First Schedule, and the terms and stipulations of the Grantee's approval.
- 6. Appearance and Maintenance of Lots**
- 6.1. Not to permit any rubbish to either accumulate or be placed upon any Lot and not to permit any excavated material or building materials or builder's rubbish to be deposited outside of the boundary of any Lot.
- 6.2. Not to permit or suffer any rubbish bins to be visible from the road frontage on any Lot except on rubbish collection days.
- 6.3. To maintain and manage the Lot in a good and husband-like manner and keep the Property in good condition.
- 6.4. To keep all buildings, fences, gates, stockyards, bridges and fixtures on the Lot in good order and condition.
- 6.5. To keep the Lot free of all noxious weeds and pests.
- 6.6. Not to permit or suffer any RV, motor home, caravan, large truck or truck and trailer unit to be serviced or parked on the road frontage of any Lot or parked on any Lot where visible from any roadway.
- 7. Use of Lot**
- 7.1. Not to use any Lot for the storage or maintenance of commercial, agricultural or contractor's vehicles or equipment of any kind other than vehicles and equipment that are used primarily for activities carried out on the Lot itself.
- 7.2. Not to keep pigs or roosters.
- 8. General Vegetation and Fencing**
- 8.1. Not to permit any live trees or shrubs on any Lot to grow to heights exceeding 7 metres.
- 8.2. To maintain any shelter belt or hedge planting on any Lot at a height no greater than 4 metres from the ground level at the base of the hedge.

*Insert instrument type***Land Covenants**

8.3. To maintain all boundary and road frontage fencing in a post and rail style unless otherwise expressly approved in writing by the Developer.

8.4. Not to plant any production Forestry on the Lot.

**9. Amenity Vegetation Areas**

9.1. The Grantor in respect of each Lot in respect of which there is an Amenity Vegetation (Lots 5, 6 and 100) shall maintain on that Proprietor's Lot the fencing and plantings within the relevant Amenity Vegetation Area in the style and general nature created by the Developer as at the date of these covenants, those areas being designed as amenity planting and landscaping for the benefit of the Development as a whole.

9.2. The Grantor will not do anything, or allow anything to be done which will damage or disturb any vegetation within an Amenity Vegetation Area.

9.3. The Grantor will, at the Grantor's cost, maintain the Amenity Vegetation Area generally free of noxious weeds and pest plants.

9.4. Any tree or shrub that is dead, diseased or removed within an Amenity Vegetation Area shall be replaced with a specimen similar to that originally planted.

9.5. The Grantor shall keep all grazing animals from and maintain the stock proof fencing around the Amenity Vegetation Area.

9.6. The Grantor will not erect any additional fencing within an Amenity Vegetation Area

**10. Surveyor's Pegs**

10.1. Not to interfere with or remove any survey pegs or markers on any of the residential Lots and in the event of a Grantor or the agents, workmen, contractors, guests or invitees of a Grantor so doing the Grantor will reimburse the Grantees for all costs and expenses in having such pegs or markers replaced by a registered surveyor.

**11. Indemnity**

11.1. The Grantor will save harmless and keep indemnified the Grantee from and against all claims, proceedings, costs and demands made in respect of any breach of the foregoing covenants by the Grantor. The covenants contained in this instrument shall run with the land.

**12. Dispute resolution – arbitration**

12.1. Any dispute arising in respect of these covenants and restrictions herein shall be submitted, at that request of any party to the dispute, to arbitration under the Arbitration Act 1996 on the following terms:

12.2. The arbitration is by a single arbitrator to be jointly agreed upon by the parties.

*Insert instrument type*

**Land Covenants**

- 12.3. If the parties fail to agree upon an arbitrator within 7 days of the issue being submitted to them any party may require the President of the Waikato Bay of Plenty District law Society or its successor to nominate an arbitrator and that nomination will then bind the parties.
- 12.4. The arbitrator's decision shall be final and binding and may include:
- 12.4.1. An order for costs;
  - 12.4.2. An order for enforcement
  - 12.4.3. Interest on moneys payable.

From:East Brewster

To:099766658

24/01/2018 15:12

#286 P.002/065

**Annexure Schedule - Consent Form**  
Land Transfer Act 1952 section 238(2)

Insert type of Instrument  
"Caveat", "Mortgage" etc

Mortgage

2015/6250  
APPROVED  
Registrar-General of Land

Page 1 of pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

BANK OF NEW ZEALAND	Mortgagee under Mortgage 6468790.3
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**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in { } if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [Section \_\_\_\_\_ of the Land Transfer Act 1952]

Pursuant to [Section ~~224(b)(i)~~ of the Resource Management Act 1991]

Pursuant to [Section \_\_\_\_\_ of the \_\_\_\_\_ Act]

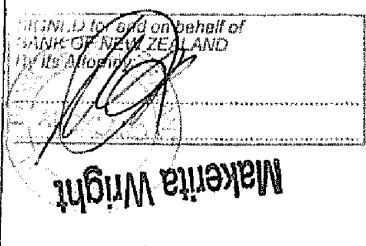
Without prejudice to the rights and powers existing under the interest of the Consentor

The Consentor hereby consents to:

1. The subdivision of Lot 3-4 DP 363726 comprised in Certificate of Title 259236.
2. The registration of encumbrances, easement instruments and land covenants within e-dealing 10991928.
3. All documents to enable the deposit of Plan 614027 and the issue of new Certificates of Title.
- 4.
- 5.

Dated this 2nd day of February 2018

**Attestation**

 <p>MAKERITA WRIGHT</p>	<p>Signed in my presence by the Consentor</p> <p><u>Kathy</u></p>
	<p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name: <u>Kathy Fong</u></p> <p>Occupation: <u>BANK OFFICER</u></p> <p>Address: <u>AUCKLAND</u></p>
<p>Signature of Consentor</p>	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY



**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

**Makerita Wright**

I, \_\_\_\_\_, Quality Support Lending Fulfilment Officer of  
Auckland, New Zealand, certify:

1. That by deed dated 8 May 2015, Bank of New Zealand, of Level 4,  
80 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the Hamilton registration district of  
Land Information New Zealand as dealing No. 10097085.2
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 02 February 2018

A circular notary seal is partially visible behind a handwritten signature in black ink. The signature is written over a horizontal line.

**Makerita Wright**