



View Instrument Details

Instrument No 10499187.9
Status Registered
Date & Time Lodged 13 July 2016 13:15
Lodged By Quested, Emily Elizabeth
Instrument Type Easement Instrument



Affected Computer Registers Land District

733640	Canterbury
733641	Canterbury
733642	Canterbury
733643	Canterbury
733644	Canterbury
733645	Canterbury
733646	Canterbury
733647	Canterbury
733648	Canterbury
733649	Canterbury
733650	Canterbury
733651	Canterbury
733652	Canterbury
733653	Canterbury
733654	Canterbury
733655	Canterbury
733656	Canterbury
733657	Canterbury
733658	Canterbury
733659	Canterbury
733660	Canterbury
733661	Canterbury
733662	Canterbury
733663	Canterbury
733664	Canterbury
733665	Canterbury
733666	Canterbury
733667	Canterbury
733668	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 ☒

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 Janine Margaret Ballinger as Grantor Representative on 04/07/2016 02:39 PM

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 Janine Margaret Ballinger as Grantee Representative on 04/07/2016 02:40 PM

***** 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**V B Properties 2008 Limited****Grantee****V B Properties (2008) 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
Land covenant	DP 497145	See attached annexure schedule 1	See attached annexure schedule 2

Form B - continued

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

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/negated/added to/substituted by:~~

~~**{Either}**Memorandum number , registered under section 155A of the Land Transfer Act 1952.~~

~~**{Or}**the provisions set out in Annexure Schedule .~~

Covenant provisions

Continue in additional Annexure Schedule, if required

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

~~**{Either}**Memorandum number , registered under section 155A of the Land Transfer Act 1952.~~

~~**{Or}**Annexure Schedule 3.~~

Annexure Schedule 1 – Servient Tenement

Lot	Deposited Plan	Computer Register
156	497145	733659
159	497145	733662
157	497145	733660
158	497145	733661
160	497145	733663
167	497145	733668
166	497145	733667
162	497145	733665
53	497145	733642
54	497145	733643
72	497145	733649
71	497145	733648
70	497145	733647
69	497145	733646
68	497145	733645
39	497145	733641
75	497145	733650
76	497145	733651
77	497145	733652
142	497145	733653
143	497145	733654
144	497145	733655
145	497145	733656
146	497145	733657
147	497145	733658
38	497145	733640
161	497145	733664
163	497145	733666
67	497145	733644

Annexure Schedule 2 – Dominant Tenement

Lot	Deposited Plan	Computer Register
156	497145	733659
159	497145	733662
157	497145	733660
158	497145	733661
160	497145	733663
167	497145	733668
166	497145	733667
162	497145	733665
53	497145	733642
54	497145	733643
72	497145	733649
71	497145	733648
70	497145	733647
69	497145	733646
68	497145	733645
39	497145	733641
75	497145	733650
76	497145	733651
77	497145	733652
142	497145	733653
143	497145	733654
144	497145	733655
145	497145	733656
146	497145	733657
147	497145	733658
38	497145	733640
161	497145	733664
163	497145	733666
67	497145	733644

ANNEXURE SCHEDULE 3

The Grantee covenants with the Grantor, the said V B Properties (2008) Limited, as set out in Schedule B herein and the covenants form part of this Instrument and the Grantee and the Grantor hereby request that such covenants be noted against Certificates of Titles 733644 to 733668 inclusive (Canterbury Registry).

It is the Grantor's intention to create for the benefit of the registered proprietors of the dominant tenements in Schedule A the land covenants set out in Schedule B hereof **TO THE INTENT** that the land in Schedule A shall be bound by the stipulations and restrictions set out in Schedule B hereof.

The covenants in Schedule B shall be restrictive covenants running with each of the lots in Schedule A being stipulations and restrictions on the lots shown as servient tenements in Schedule A and being for the benefit of the lots shown as the dominant tenements in Schedule A.

SCHEDULE B

It is acknowledged that the land being developed is intended to be a modern, high quality and well designed subdivision to ensure a quality development that is in harmony with the unique surrounding environment. It is therefore desirable that supervision and control be exercised for the protection and in the interest of all registered proprietors of the land in relation to any development of the land. In recognition of these objects, at all times from the date of this Land Covenant the Registered Proprietor for the time being of any part of the land described in Schedule A hereto ("the Registered Proprietor") shall:

1. Not erect or carry out any building, fencing (including live hedging) landscaping or any other structure on the land (this includes but is not limited to exterior finishes and excavation of foundations) unless the Grantor or its nominee has approved all plans and specifications including the site plan of the dwelling, fencing, external colour scheme, landscaping or any other structure prior to building commencing.
2. Not further subdivide the lot without the prior written approval of the Grantor or its nominee. The decision of the Grantor or its nominee shall be final and binding.
3. Not grant or allow to be granted any further easements to be registered on any lot, including any right of way easement, without the prior written approval of the Grantor or its nominee. The decision of the Grantor or its nominee shall be final and binding.
4. Submit two sets of all design plans for any dwelling or accessory building, or any other structure, letterbox, fences fronting the road or reserves or waterways. The dwelling plans required are the elevations, floor plan and site plan and must detail exterior cladding and show lot and D.P. number and include the name of the proposed builder. All design plans must be approved by the Grantor in writing prior to construction. The Design for any dwelling or accessory building or other structure shall be submitted to the Grantor or its nominee at sketch plan stage so that approval for the design can be given prior to the commencement of working drawings. In exercising its discretion the Grantor or its nominee shall take into account the following matters:

- 4.1. The height and positioning of any dwelling, detached building or structure within the individual lot.
- 4.2. The external appearance of any built structure including any dwelling, detached building, structure or landscaping.
- 4.3. The impact of any proposal on adjacent properties and to the subdivision as a whole with particular reference to daylight, views and privacy.
- 4.4. All plans and elevations submitted are to comply with the Transitional and Proposed Waimakariri District Council Plan and with the terms of the agreement for sale and purchase signed by the Purchaser.
5. Not erect any house or building of any kind utilising fibro-cement panels and/or second hand materials (apart from good quality used brick and slate, which shall be allowed). No relocatable or kitset dwelling or structures to be erected without specific written permission from the Grantor.
6. Not erect any dwelling or garage which has a roof pitch of less than 26 degrees. Flat and partial flat roof areas may be allowed at the discretion of the Grantor. Roof lines should not have one long continuous line. Preference will be for gables and architectural roof lines in lieu of multiple hip roofing.
7. Not erect any structure other than one new dwelling house with a minimum floor area, including garaging, of not less than:

180m² for sections 650m² and over; or

165m² for sections under 650m²
8. Not erect any separate garage, i.e., a garage not attached to the house;
9. Ensure in the overall design approach that the dwelling plans have street appeal. Plans shall have on the exterior street front elevations, several or some architectural features such as a large window, feature chimney, boxed windows, or brick or plastered columns. Fencing between dwelling and side boundaries to be of same or similar materials to dwelling not palings. The Grantor reserves the right to approve such plans that do not comply with the above if in the grantor's sole discretion such departure will not adversely effect on the subdivision or the environment.
10. Not construct, place or permit any caravan, hut, garage or shed or transportable home or other similar structure on the lot for any kind of permanent or temporary residential use. Additionally, no boat, plant, caravan or vehicle of any unsightly nature is to be allowed or suffered to be brought onto or remain on the lot and no boat building or other similar activity is to take place on the lot unless such boat, caravan, vehicle or activity is adequately garaged or screened to prevent viewing from the street frontage or from adjoining lots and nor shall any such item be located on the road adjacent to the property. Not use any part of the lot as a junkyard, metal or scrap metal yard.
11. Not permit any rubbish, noxious substances, noxious livestock and/or birds or animals likely to cause nuisance or annoyance to the neighbouring occupiers to accumulate and/or be placed on the lot, or permit grass and/or weeds to grow to a height exceeding 150mm. All household rubbish bins to be screened from the road frontage. Appropriate rubbish skips shall be maintained within the site for all site rubbish and

shall be cleared at regular intervals. At no time shall rubbish be permitted to blow outside of the building site or be permitted to cause an unsightly mess. All rubbish skips must be covered each night to ensure that rubbish is not blown out by high winds.

12. Maintain the lot to a high standard and regularly mow both the grass on the lot and on any road berm fronting the lot and trim any boundary weeds or long grass including maintenance of any gardens that maybe planted fronting the lot.
13. Not permit a dwelling to be occupied until a Code of Compliance Certificate has been issued by the Waimakariri District Council and all driveways, pathways, letterbox and fences to the lot boundaries are completed. All unpaved areas are to be properly grassed or landscaped within three (3) months of the date of occupation of the dwelling.
14. Not 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.
15. Ensure that any buildings being built on the lot have been fully completed within 18 months of the date that construction of the building commenced and no building under construction shall be left without substantial work being carried out for a period exceeding three months.
16. Not register any caveat against any of the Certificates of Titles owned by the Grantor which are included in whole or part of the lot being subdivided.
17. Not permit the erection of any sign on the lot or adjacent road reserve other than a professionally written and installed sign marketing the dwelling for sale. Signs marketing the section only are not permitted. The erection of signage indicating a business will only be permitted by the Grantor if such signage is acceptable in the sole discretion of the Grantor and prior written consent is obtained. The Grantor shall have the right to remove any sign, which in its sole discretion is unacceptable, without prior warning. The within clause shall not be applicable to any lot the Grantor owns in the subdivision.
18. Accept the decision of the Grantor or its nominee in any situation where the Grantor's approval or consent is required and acknowledge that the Grantor may grant or decline such approval or consent at the sole discretion of the Grantor or may grant approval or consent on such terms and conditions as the Grantor requires.
19. Accept that the Grantor reserves the right to reasonably alter or amend the land covenants prior to registration.
20. Not breach any of the terms of the Waimakariri District Council or Environment Canterbury subdivision consent for the land.
21. Not make any submission or objection to the Waimakariri District Council or any other relevant authority against any application made by the Grantor in respect of resource consent applications of whatever nature whatsoever for further subdivision or redevelopment of the balance property currently known as Lot 700 on Deposited Plan 489128 and comprised and described in certificate of title 705045
22. Not allow contractors and subcontractors to commence work on the lot without first informing them of the restrictions created by these covenants and ensuring their

compliance therewith and in particular before commencing any work on the lot the builder shall:

- 22.1. Construct all boundary fences and create a temporary footpath and berm crossing by cutting out kerb and crossing area and providing hard base material compacted in a manner that shall ensure a tidy crossing during construction. This access point referred to herein as the "designated access" is the only permitted access to the lot.
- 22.2. Ensure that if a kerb and crossing have already been installed it shall be the designated access and must be protected 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 under laying crossing and footpath. In the event of any damage occurring, full replacement and reinstatement will be required.
- 22.3. At the completion of the building and during the landscaping and laying of paths the builder shall reinstate the new footpath and berm crossing.
- 22.4. Ensure all builders' site sheds shall be placed within the building lot. No unloading of materials is permitted onto the footpath or berm areas or neighbouring lots, walkways, road or reserve. If any such damage to such adjoining lot, road, curbing footpath or berms or landscaped or planted areas or enhancement or architectural feature the registered proprietor will, without demand, immediately (time being strictly of the essence) at the cost of the registered proprietor, repair and reinstate.
- 22.5. Not, prior to settlement, build, erect or place on the lot any buildings or fence without the prior consent of the Grantor. When the Grantor exercises discretion it may also take into account its own assessment of the effects of any lot, buildings and visual concept or integrated appearance of all or any lots in the subdivision. Without limiting its discretion the Grantor may refuse to approve some landscape designs, fencing and plants of which in its sole opinion have a shade or other detrimental negative effect on other lots in the subdivision now or at a later date.
23. Not remove any fencing, and/or landscaping provided by the Grantor and shall maintain such fencing and/or landscaping as is contained either within or immediately adjacent to the lot.
24. Not alter the fencing where such fencing has been approved.
25. Be bound by a Fencing Covenant within the meaning of Section 2 of the Fencing Act 1978.
26. Not call upon the Grantor to pay for or contribute towards the expense of construction or maintenance of any fence between the Lot and any contiguous land of the Grantor PROVIDED HOWEVER that this covenant shall not enure the benefit of any subsequent owner of the contiguous lot.
- ~~27. Not erect or permit to be erected on the lot any fence or boundary wall.~~
- 27.1. Within 2.0 metres of the legal road boundary except on lots which have frontage to two Public Roads where fencing on the secondary road frontage may be permitted on the boundary shall be exempt from this 2.0 metre legal

road boundary rule. All Street front fencing shall be of similar materials to the dwelling and may include 'piers' with infill timber panels. All road frontages, right of way frontage, fences fronting a public reserve or waterway, fence design shall be consistent with the design and exterior materials of the dwelling and any timbers must be painted or stained. Approval of fence design may be declined at the Grantor's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision. On boundaries fronting a public reserve or waterway preference shall be given to some open style fencing on the reserve boundary.

- 27.2. On the internal boundaries (being boundaries not fronting a road or right of way) of a height greater than 2m above the finished ground level or of materials other than new timber. All internal boundary fences shall be constructed in the form of a paling fence and timber capping. Colour steel fencing may be approved at the sole discretion of the Grantor.
- 27.3. The Reserve boundary fences on the north western boundary of lot 39 and the southern boundary of lot 75 shall not be altered without the approval of the grantor.
- 27.4. The planted hedging along the south western Reserve fronting boundary of lots 38 & 39 shall not be removed. Notwithstanding this a width of hedging not to exceed 1.1 metres may be removed for the purpose of allowing pedestrian access.

Any fencing along this boundary is to be set back a minimum of 0.6 metres from the hedge.

- 28. Not plant or permit to grow any live hedge greater than 1.8 metres in height or plant pinus radiata or cedrus macrocarpa trees.
- 29. Acknowledge that all approvals and/or consents required from the Grantor shall be given or refused in the sole absolute and unfettered discretion of the Grantor subject to the Grantor reserving its right to approve requests for one party without creating any form of precedent to another party. Further the Grantor may refuse an identical request from another party without having to give reasons.
- 30. Not allow or cause any breach or non-observance of any of the foregoing covenants (and without prejudice to any other remedies available at law to the Grantor or to any other liability which the Registered Proprietor may have to any person having the benefit of this covenant) and the Registered Proprietor will on written demand being made by the Grantor or any of the Registered Proprietors of the lots described in Schedule A herein:-
 - 30.1. Pay to the person making such demand the sum of \$100.00 per day in total (as liquidated damages) for every day that such breach or non-observance continues after the date on which written demand has been made; and
 - 30.2. Remove or cause to be removed from the lot any improvements on the lot which have been erected or placed on the lot in breach or non-observance of any of the foregoing covenants.

FURTHER TERMS

- A. The Grantor shall not be liable for any breaches of the covenants herein contained in respect to any lot after it has sold and transferred title to such lot.
- B. If any dispute shall arise in relation to the provisions of the covenants such dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 or its amendments or any Act in substitution thereof.
- C. The abovementioned restrictions shall apply for the benefit of lots 38-39, 53-54, 67-72, 75-77, 142-147, 156-163 and lots 166-167 of Stages 5 and 6 of the subdivision. Any person having the benefit of these covenants shall be entitled in the event of any default, breach or non-observance of any one or more of them at the cost of the party committing the breach in all things and without having to establish that any loss has been or will be suffered to either an immediate injunction prohibiting such use or an order that such breach be remedied forthwith notwithstanding that such an order may necessitate the demolition either in whole or in part or removal of any structure/building or the closure of any business. Notwithstanding this provision VB Properties (2008) Limited shall not be liable hereunder.
- D. VB Properties (2008) Limited shall not be required or obliged to enforce all or any of the covenants, stipulations and restrictions contained in this instrument nor be liable to the Registered Proprietor for any breach thereof by any of the Registered Proprietors from time to time of the other lots that comprise the subdivision.
- E. The Registered Proprietor covenants that the Registered Proprietor will at all times save harmless and keep indemnified VB Properties (2008) Limited from all proceedings, costs, claims and demands in respect of breaches by the Registered Proprietor of any of the stipulations, restrictions and covenants contained in the preceding clauses.
- F. If the Registered Proprietor breaches any of these covenants causing damage the Restricted Proprietor will without demand, immediately (time being strictly of the essence) at the cost of the Registered Proprietor, repair and reinstate any such damage and if the Registered Proprietor fails to rectify any such damage to the satisfaction of the Grantor or acting reasonably then the Grantor or its nominee may carry out such rectification works at the cost of the Registered Proprietor. Any money so expended by the Grantor which is not paid by the Registered Proprietor to the Grantor within five working days of written demand by the Grantor to the Registered Proprietor will incur interest at the rate of 12% per annum (calculated on a daily basis) until paid in full.
- G. The foregoing covenants shall cease to have any force and effect on 31 December 2026. Such cessation shall be without prejudice to any rights accruing for any antecedent breach of the covenants.