

View Instrument Details



Instrument No 10311979.3
Status Registered
Date & Time Lodged 22 February 2016 16:00
Lodged By Bensley, Jennifer Victoria
Instrument Type Easement Instrument



Affected Computer Registers Land District

707974	Canterbury
707975	Canterbury

Annexure Schedule: Contains 4 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	☒
Mortgage 8291245.1 is being discharged/extinguished in a prior dealing or in the same dealing	☒
I certify that the Mortgagee under Mortgage 9381382.3 has consented to this transaction and I hold that consent	☒

Signature

Signed by Jennifer Victoria Bensley as Grantor Representative on 22/02/2016 10:08 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 Jennifer Victoria Bensley as Grantee Representative on 22/02/2016 10:09 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

HURUNUI DEVELOPMENTS LIMITED

Grantee

HURUNUI DEVELOPMENTS 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 reference (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		Lot 1 (CT 707974)	Lot 2 (CT 707975)

ANNEXURE SCHEDULE

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Form B - continued

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]~~ ~~[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 B]~~

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 B]~~

ANNEXURE SCHEDULE

PAGE 3 OF 4 PAGES

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***ANNEXURE SCHEDULE B****Creation of Land Covenants**

The Grantor for itself and its successors in title **covenants and agrees** with the Grantee and its successors in title for the benefit of all of Lot 2 on Deposited Plan 490410 (the "Benefiting Lot") that:

1. The Grantor will at all times observe and perform all the covenants contained in this instrument to the intent that each of the covenants will forever enure for the benefit of and be appurtenant the Benefiting Lot provided that the Grantor will be liable only for breaches of the covenants contained in this instrument which occur whilst the Grantor is the registered proprietor of the Land or any part of the Land;

Default Provisions

2. If there should be any breach or non-observance of any of these 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:
 - a) Pay to the person making such demand as liquidated damages the sum of \$100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made, and;
 - b) Remove or cause to be removed from the land any dwelling, garage, building, fence or other structure erected or placed on the land in breach or non-observance of the above covenants, and ;
 - c) Replace any building materials used in breach or non-observance of the above covenants.
3. The Grantor will at all times indemnify and keep the Grantee indemnified from all losses, costs, claims and demands in respect of any breach or non-observance by the Grantor of the covenants contained in this instrument.
4. The Grantee will not call upon the Grantor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining land of the Grantee provided that this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.

Dispute Resolution

5. Except as relates to the exercise of any discretion, opinion, approval or consent requested of the Grantee under these covenants, if any dispute arises between the parties concerning the covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.

If the dispute is not resolved within twenty working days of the date on which the parties began their negotiations, then the parties shall submit to the arbitration of an Independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.

If an arbitrator cannot be agreed upon within a further ten days, then an Independent arbitrator will be appointed by the President for the time being of the Canterbury Branch of the New Zealand Law Society.

Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in substitution.

The Grantor and their successors in title SHALL NOT:**6. Subdivision**

Further subdivide any of the property whether by way of cross-lease, unit title, subdivision into separate lots or in any other way into allotments smaller than 700m² each, and PROVIDED HOWEVER that this restriction will not apply to a subdivision that has the effect only of adjusting the boundaries between two adjoining lots.

7. Noxious Uses

Use the property in any noxious way likely to cause offence, annoyance, or nuisance to the benefitting lot(s) in any way acknowledging the property is and will become part of a residential subdivision including but not limited to:

- Cattery or Dog Kennels
- Keeping of pigs, pigeons, or chickens, or other intensive farming activity
- Junkyard, keeping of old vehicle and machinery bodies
- Contracting yard or premises
- Quarrying
- Dumping
- Any other activity not akin to a residential activity

8. Objection to Residential Development

In its own name, directly or indirectly, cause any other person, or finance any other person, or control or be a member of any body corporate, incorporated or otherwise, that lodges any objection or opposition to the proposed continued residential development of the benefitting lot(s) whether by way of resource or subdivision consent for such residential development or any consent required for enabling works for such residential development.

9. Temporary Accommodation

Permit or suffer the property to be occupied or used as a residence either by the erection of temporary structures or the placing thereon of caravans or other vehicles used for human habitation.

10. Storage of Vehicles

Store any vehicles (including boats, trailers, caravans and motor-homes) in any structure such as a gazebo, lean-to or carport that is not fully enclosed, or that can be seen from the street frontage.

11. Noxious Weeds and Rubbish

Allow the accumulation or housing of any rubbish, noxious substances, noxious birds or animals which may be likely to cause a nuisance or annoyance to the neighbouring occupiers, or permit grass or weeds to grow to such a height as to become unsightly.

12. Animals

Permit any dog or other pet to be kept in or about the property which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision, and in particular, without otherwise limiting this restriction, not to keep on or about the property any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila. The keeping of pigeons is expressly prohibited.

13. Signs

Permit any advertisement, sign or hoarding of a commercial nature (excluding a professional made "For Sale" sign) to be erected on any part of the property or dwelling.

14. Fencing Materials

Erect or permit to be erected on the land any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron, or metal sheeting. The Grantor shall not require the vendor to contribute to the cost of erecting any boundary fencing, however this provision shall not enure for the benefit of any subsequent transferee.