

View Instrument Details



Instrument No 9346295.8
Status Registered
Date & Time Lodged 08 April 2013 12:37
Lodged By Bell, Pamela Anne
Instrument Type Easement Instrument



Affected Computer Registers Land District

601909	Canterbury
601910	Canterbury
601911	Canterbury
601912	Canterbury
601913	Canterbury
601914	Canterbury
601915	Canterbury
601916	Canterbury
601917	Canterbury
601918	Canterbury
601919	Canterbury
601920	Canterbury
601921	Canterbury
601922	Canterbury
601923	Canterbury
601924	Canterbury
601925	Canterbury
601926	Canterbury
601927	Canterbury
601928	Canterbury
601929	Canterbury
601930	Canterbury
601931	Canterbury
601932	Canterbury
601933	Canterbury
601934	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 ☒

I certify that the Mortgagee under Mortgage 6431668.3 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 8945449.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Simon Andrew Johnston as Grantor Representative on 08/04/2013 11:32 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 Simon Andrew Johnston as Grantee Representative on 08/04/2013 11:32 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

HORNCastle HOMES LIMITED

Grantee

HORNCastle HOMES 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 Covenants as set out in attached annexure schedule	DP 459899	Lots 200 to 225 (inclusive) CRs 601909 to 601934 (inclusive)	Lots 200 to 225 (inclusive) CRs 601909 to 601934 (inclusive)

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 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]~~



Form L
Annexure Schedule

Page 2 of 2 pages

Insert instrument type

Land Covenant Instrument

Continue in additional Annexure Schedule, if required

"ANNEXURE SCHEDULE 2"**COVENANT PROVISIONS**

The registered proprietors and their successors in title **SHALL NOT**:

1. Change or permit any change to:
 - (a) The original colours used on the exterior of the dwelling/unit on the Property;
 - (b) The original colour of the roof if the roof is coloursteel or another type of painted roof; and
 - (c) The type, colour or position of the original fence which faces the road at the front of the dwelling/unit,

without first obtaining the unanimous written agreement of the registered proprietors of all the Lots set out in Schedule A (Dominant Tenements). This restriction shall not prevent a registered proprietor from repainting the exterior of his/her dwelling/unit, the roof or the fence using the same original colours and no approval or consent shall be necessary in that case.
2. Erect or place or cause to be erected or placed on any building any satellite dish or aerial where it would be visible from any part of Cassino or Goodwin Streets without first obtaining the written consent of Horncastle Homes Limited or its Nominee.

3. **General**

If there should be any breach of non-observance of any of the foregoing covenants and without prejudice to any other liability which the owner of a Lot may have to any person having the benefit of these covenants, the owner of that Lot will upon demand being made by Horncastle Homes Limited or any of the registered proprietors of any of the Lots:

- (a) Remove or cause to be removed from the Property any dwellinghouse, garage, building, fence or other structure erected or placed on the Property in breach or non-observance of the foregoing covenants; or
- (b) Replace any building materials used in breach or non-observance of the foregoing covenants.
- (c) Strictly comply with all the requirements of these covenants.

In any such case, the owner of the Lot who is in breach of these covenants shall pay all legal costs (on a solicitor and client basis) of the other parties and all other costs and expenses of those parties in relation to any enforcement or attempted enforcement of any of these covenants.

The covenants in Clauses 1 and 3 shall apply for fifty (50) years from the date of deposit of plan 459899.

The covenants in Clause 2 shall apply for ten (10) years from the date of deposit of plan 459899.

These restrictions shall be for the benefit of residential Lots 200 to 225 (inclusive) shown on Deposited Plan 459899 (Canterbury Land Registration District). The residential Lots shall not include any roads, reserves or utility Lots.

Approved by Registrar-General of Land under No. 2003/6150
Annexure Schedule – Consent Form
 Land Transfer Act 1952 section 238(2)

Insert type of instrument

"Caveat", "Mortgage" etc

Plan 459899

Page 1 of 1 pages

Consentor

Surname must be underlined

Capacity and Interest of Consentor

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

BANK OF NEW ZEALAND

Mortgagee under Mortgage 6431668.3 and
8945449.3

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 238(2) of the Land Transfer Act 1952]

[section _____ of the _____ Act _____]

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

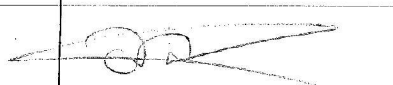
the Consentor hereby consents to:

registration of all documents required to deposit plan 459899 and issue new titles for the lots shown on that plan, including, but not by way of limitation, surrender of easements, creation of all easements shown on plan 459899, creation of land covenants, registration of any Council Consent Notices required, amalgamation of lots and lots to vest on deposit.

Dated this 7th day of February 2013

Attestation

Signed for and on behalf of
BANK OF NEW ZEALAND by its Attorney:


Abby Louise Austin

Signature of Consentor

Signed in my presence by the Consentor



Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

ELIZABETH SUKABULA MATAIKA
BANK OFFICER
BANK OF NEW ZEALAND
WELLINGTON

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.



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

- I, Abby Louise Austin, Quality Assurance Officer of Wellington, New Zealand certify:
1. That by deed dated 12 July 2005, 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 North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
 3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this

7 FEBRUARY 2013


[Full name]
Abby Louise Austin

View Instrument Details



Instrument No 9346295.7
Status Registered
Date & Time Lodged 08 April 2013 12:37
Lodged By Bell, Pamela Anne
Instrument Type Easement Instrument



Affected Computer Registers	Land District
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601869	Canterbury
601870	Canterbury
601871	Canterbury
601872	Canterbury
601873	Canterbury
601874	Canterbury
601875	Canterbury
601876	Canterbury
601877	Canterbury
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601901	Canterbury
601902	Canterbury
601903	Canterbury
601904	Canterbury
601905	Canterbury
601906	Canterbury
601907	Canterbury
601908	Canterbury
601909	Canterbury

Affected Computer Registers	Land District
601910	Canterbury
601911	Canterbury
601912	Canterbury
601913	Canterbury
601914	Canterbury
601915	Canterbury
601916	Canterbury
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601928	Canterbury
601929	Canterbury
601930	Canterbury
601931	Canterbury
601932	Canterbury
601933	Canterbury
601934	Canterbury

Annexure Schedule: Contains 7 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 6431668.3 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 8945449.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Simon Andrew Johnston as Grantor Representative on 08/04/2013 11:29 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 ☒

Grantee Certifications

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 Simon Andrew Johnston as Grantee Representative on 08/04/2013 11:30 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

HORNCastle HOMES LIMITED

Grantee

HORNCastle HOMES 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 Covenants as set out in attached annexure schedule	DP 459899	Lots 78 to 89 (inclusive) Lots 101 to 106 (inclusive) Lots 110, 112, 113 and 116 to 134 (inclusive) Lots 200 to 225 (inclusive) CRs 601869 to 601934 (inclusive)	Lots 78 to 89 (inclusive) Lots 101 to 106 (inclusive) Lots 110, 112, 113 and 116 to 134 (inclusive) Lots 200 to 225 (inclusive) CRs 601869 to 601934 (inclusive)

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]~~ ~~[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 2]



Form L
Annexure Schedule

Page 2 of 5 pages

Insert instrument type

Land Covenant Instrument

Continue in additional Annexure Schedule, if required

"ANNEXURE SCHEDULE 2"**COVENANT PROVISIONS**The registered proprietors and their successors in title **SHALL NOT**:

1. Use or permit or suffer to be used in any residential building or garage on the Property, second-hand materials (other than second-hand bricks) or fibrelite for outer wall facings for any building on the Property, nor use or suffer or permit to be used any building material, other than brick, stone, concrete block, stucco, cement or plaster finish or similar type of finish, plastered textured finish, timber weatherboards or linearboards which have the appearance of timber weatherboards, zincalume, coloursteel, or glazing or a combination of these materials, for any outer wall facings, without first obtaining the written consent of Horncastle Homes Limited or its Nominee. Horncastle Homes Limited or its Nominee shall be entitled to consent to the use of any other or different building materials and finishes in its sole and absolute discretion.
2. Erect, place or cause to be erected or placed on the Property:
 - (a) Any caravan, hut, garage or shed for any kind of permanent or temporary residential use, provided that this clause shall not affect the right of the registered proprietor to have and keep a caravan on the Property; or
 - (b) Any dwelling-house or unit or garage other than a new dwelling-house, unit or garage. This will include any garage (including a stand-alone garage), which may be erected at a later date.
3. Use or permit or suffer to be used any roofing materials other than roofing materials that have a tile profile (clay, ceramic, concrete, decramastic, pre-coated pressed steel), shingles (cedar, slate or bitumen), painted long-run pressed steel or coloursteel, without first obtaining the written consent of Horncastle Homes Limited or its Nominee. Horncastle Homes Limited or its Nominee shall be entitled to consent to the use of any other or different materials and finishes in its sole and absolute discretion.
4. Erect or permit to be erected or placed on the Property any fence or boundary wall:
 - (a) within 2.0 metres of any road boundary except on lots which have road frontage to 2 (two) road boundaries, where fencing on the secondary road frontage may be permitted on or near the boundary if the prior written approval of Horncastle Homes Limited or its Nominee is obtained to the type and location of such fence or wall and all conditions and requirements of Horncastle Homes Limited or its Nominee relating to the fence or wall are complied with.
 - (b) subject to subclause (a) within 3.0 metres of any road boundary unless the prior written approval of Horncastle Homes Limited or its Nominee has been obtained to the height and location of the fence or wall and to the type of materials to be used in the fence or wall and all conditions and requirements of Horncastle Homes Limited or its Nominee are complied with.
 - (c) which uses or contains any material containing cement board sheets or panels, corrugated iron or other iron or metal sheets, wire mesh or wire, unless the prior written approval of Horncastle Homes Limited or its Nominee has been obtained.
 - (d) on boundaries fronting a reserve or waterway that has not received prior written approval (including specific design approval) of Horncastle Homes Limited or its Nominee to all aspects of and to the location of the proposed fence.
 - (e) on any internal boundary at a height greater than 1.8 metres above the surrounding finished ground level unless the prior written approval of Horncastle Homes Limited or its Nominee has been obtained.


 Cont.

Form L
Annexure Schedule

Page 3 of 5 pages

Insert instrument type

Land Covenant Instrument

Continue in additional Annexure Schedule, if required

"ANNEXURE SCHEDULE 2"**COVENANT PROVISIONS CONT.**

In relation to any approval or consent required from Horncastle Homes Limited or its Nominee, any such consent or approval:

- (a) may be declined in the sole and absolute discretion of Horncastle Homes Limited or its Nominee if the proposed fencing or wall is seen to potentially cause any detriment to the subdivision or to any other Property or to any neighbouring property or other amenity.
- (b) may be given subject to such terms and conditions as Horncastle Homes Limited or its Nominee may consider necessary or appropriate and all such terms and conditions shall be strictly observed.

5. Erect on the Property any dwelling-house or other building or undertake any alterations or additions to any dwelling-house or other building unless:

- (a) the plans for the same (including site plans) and specifications for the same have first been submitted to and have been approved in writing by Horncastle Homes Limited or its Nominee, to ensure that aesthetic standards are maintained; and
- (b) the builder of the first dwelling on the Lot (in terms of Clause 13) is Horncastle Homes Limited or a builder approved by Horncastle Homes Limited.

In considering such approval, Horncastle Homes Limited or its Nominee may, if it so elects, take into account such of the following matters relating to the dwelling-house and accessory buildings and other buildings as it, in its sole discretion, considers appropriate:

- (i) Height
- (ii) Siting on the Property
- (iii) External design (including roofs, fences and screens)
- (iv) The relevance of the aforementioned height, siting and external design to the natural light, view and privacy for adjacent properties.
- (v) Architectural design
- (vi) External cladding and materials
- (vii) Colours and colour scheme

Any decision on whether or not to approve any terms and specifications shall be made in the sole and absolute discretion of Horncastle Homes Limited or its Nominee. Horncastle Homes Limited or its Nominee shall not approve any plans and specifications unless it is satisfied that the provisions of Clause 13 (which require the first dwelling on the Lot to be erected by Horncastle Homes Limited or a builder approved by Horncastle Homes Limited) will be complied with.

If there is any difference or dispute as to the matters to be taken into account in approving the plans (including the site plan) and the specifications or as to any decision, then this shall be referred to the arbitration of the President of the New Zealand Institute of Architects or his nominee in accordance with the Arbitration Act 1996, and all costs in respect of such arbitration (including all the costs of Horncastle Homes Limited or its Nominee) shall be payable by the registered proprietor of the property.

Horncastle Homes Limited or its Nominee shall, in its sole and absolute discretion, be entitled to approve the erection of any garage, including a stand-alone garage, which may be erected at a later date.


 Cont.

Form L
Annexure Schedule

Page 4 of 5 pages

Insert instrument type

Land Covenant Instrument

Continue in additional Annexure Schedule, if required

"ANNEXURE SCHEDULE 2"**COVENANT PROVISIONS CONT.**

6. Permit or suffer 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 upon and/or be on the land or permit grass and/or weeds to grow to such height so as to become unsightly.
7. Suffer 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 in part appears to be a Pit-bull Terrier, Rottweiler or Doberman Pinscher. The keeping of pigeons is also expressly prohibited.
8. Permit or suffer any advertisement, sign or hording of a commercial nature (including any real estate agency or sale signs) to be erected on any part of the Property or building without the prior consent in writing of Horncastle Homes Limited or its Nominee.
9. Place or allow to be placed on the Property or buildings any satellite dish or aerials which are visible from any part of any public road or street in the subdivision or any right of way unless the prior written consent of Horncastle Homes Limited or its Nominee has been obtained.
10. Erect or permit to be erected any letterbox unless the design, colour and cladding should be approved by Horncastle Homes Limited or its Nominee.
11. Plant or permit to grow any of the following trees:
 - (a) The following species of Pinus: Radiata (Insignis), Muricata, Ponderosa Contorta, and Cedus Macrocarpa.
 - (b) Douglas Fir (Oregon Pine)
12. Occupy or permit any dwelling on the Property to be occupied until after all landscaping in the area between any public street or road which adjoins the Property and the new dwelling on the Property has been completed in accordance with a landscape plan which has been approved by Horncastle Homes Limited or its Nominee, and the driveway and the entry path(s) (if any) have been formed and completed in accordance with plans which have been approved by Horncastle Homes Limited or its Nominee **PROVIDED THAT** Horncastle Homes Limited may grant exemptions from these restrictions in relation to a particular Lot(s) and on such conditions as it considers appropriate.
13. Erect or permit to be erected the first dwelling on the Lot unless that dwelling is constructed and erected by Horncastle Homes Limited or a builder approved by Horncastle Homes Limited.
14. Permit or allow any vehicle, boat, caravan or other item to be parked or left on any right of way or common accessway. If any vehicle, boat, caravan or other item is parked or left on any part of a right of way or common accessway, it may be towed away, clamped or otherwise removed by any person who has the benefit of these land covenants, or by the contractor(s), or agents of that person, with all costs and expenses to be met by the owner or person using the vehicle, boat, caravan or other item.
15. Further subdivide any Lot **PROVIDED THAT** Horncastle Homes Limited or its Nominee shall, in its sole and absolute discretion, retain the right at all times to further subdivide or approve any other subdivision of any Lot or any future stage of its development.


 Cont.

Form L
Annexure Schedule

Page 5 of 5 pages

Insert instrument type

Land Covenant Instrument

Continue in additional Annexure Schedule, if required

"ANNEXURE SCHEDULE 2"

COVENANT PROVISIONS CONT.

16. Interpretation

- 16.1** In these covenants, the terms "Property" and "Lot" include each of the original residential Lots shown on Deposited Plan 459899 (which are described as one of the dominant tenements or the servient tenements) and any Lot or Lots created at any subsequent time by any later subdivision or further subdivision of any lot, including any subdivision of a Lot to create Unit Titles.
- 16.2** For the avoidance of doubt, the owners of any Property or Lot, including any Lot which has been created as a result of later subdivision, shall, subject to complying with these land covenants, be entitled to erect a dwelling and other improvements on each such new Lot.

General

If there should be any breach of non-observance of any of the foregoing covenants and without prejudice to any other liability which the owner of a Lot may have to any person having the benefit of these covenants, the owner of that Lot will upon demand being made by Horncastle Homes Limited or any of the registered proprietors of any of the Lots:

- (a) Remove or cause to be removed from the Property any dwellinghouse, garage, building, fence or other structure erected or placed on the Property in breach or non-observance of the foregoing covenants; or
- (b) Replace any building materials used in breach or non-observance of the foregoing covenants.
- (c) Strictly comply with all the requirements of these covenants.

In any such case, the owner of the Lot who is in breach of these covenants shall pay all legal costs (on a solicitor and client basis) of the other parties and all other costs and expenses of those parties in relation to any enforcement or attempted enforcement of any of these covenants.

These restrictions (other than those in clause 14) shall all apply for a period of ten (10) years from the date of deposit of plan 459899 (Canterbury Land Registration District). The restrictions in clause 14 shall apply in perpetuity.

The restrictions shall be for the benefit of the residential Lots shown on Deposited Plan 459899 (Canterbury Land Registration District). The residential Lots shall not include any roads, reserves or utility Lots.

Approved by Registrar-General of Land under No. 2003/5150
Annexure Schedule – Consent Form
 Land Transfer Act 1952 section 238(2)

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

Plan 459899

Page 1 of 1 pages

Consentor
 Surname must be underlined

Capacity and Interest of Consensor
 (eg. Caveator under Caveat no./Mortgagee under
 Mortgage no.)

BANK OF NEW ZEALAND

Mortgagee under Mortgage 6431668.3 and
 8945449.3

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
 Delete words in [] if inconsistent with the consent
 Statefull details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section _____ of the _____ Act _____]

[Without prejudice to the rights and powers existing under the interest of the Consensor]

the Consensor hereby consents to:

registration of all documents required to deposit plan 459899 and issue new titles for the lots shown on that plan,
 including, but not by way of limitation, surrender of easements, creation of all easements shown on plan 459899,
 creation of land covenants, registration of any Council Consent Notices required, amalgamation of lots and lots to
 vest on deposit.

Dated this 7th day of February 2013

Attestation

Signed for and on behalf of
 BANK OF NEW ZEALAND by its Attorney:



Abby Louise Austin

Signature of Consensor

Signed in my presence by the Consensor



Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

ELIZABETH SUKABULA MATAIKA
 BANK OFFICER
 BANK OF NEW ZEALAND
 WELLINGTON

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.



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

- I, Abby Louise Austin, Quality Assurance Officer of Wellington, New Zealand certify:
1. That by deed dated 12 July 2005, 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 North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
 3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this

7 FEBRUARY 2013


[Full name]
Abby Louise Austin



View Instrument Details

Instrument Type	Transfer
Instrument No	9394618.2
Status	Registered
Date & Time Lodged	20 June 2013 11:30
Lodged By	Whall, Karen Bernstein

Affected Computer Registers	Land District
601918	Canterbury

Transferors

Horncastle Homes Limited

Transferees

Margaret Alison Woodhouse, Gary John Woodhouse and Scott Andrew Woodhouse

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Leila Gaye Kraushaar as Transferor Representative on 19/06/2013 10:16 AM

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Stephen Terry Slade as Transferee Representative on 18/06/2013 11:19 AM

*** End of Report ***

View Instrument Details



Instrument No 9346295.5
Status Registered
Date & Time Lodged 08 April 2013 12:37
Lodged By Bell, Pamela Anne
Instrument Type Easement Instrument



Affected Computer Registers Land District

601870	Canterbury
601871	Canterbury
601874	Canterbury
601875	Canterbury
601905	Canterbury
601906	Canterbury
601907	Canterbury
601909	Canterbury
601910	Canterbury
601911	Canterbury
601912	Canterbury
601913	Canterbury
601914	Canterbury
601915	Canterbury
601916	Canterbury
601917	Canterbury
601918	Canterbury
601919	Canterbury
601920	Canterbury
601921	Canterbury
601922	Canterbury
601923	Canterbury
601924	Canterbury
601925	Canterbury
601926	Canterbury
601927	Canterbury
601928	Canterbury
601929	Canterbury
601930	Canterbury
601931	Canterbury
601932	Canterbury
601933	Canterbury
601934	Canterbury

Annexure Schedule: Contains 8 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



Grantor Certifications

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 6431668.3 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 8945449.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Simon Andrew Johnston as Grantor Representative on 08/04/2013 11:24 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 Simon Andrew Johnston as Grantee Representative on 08/04/2013 11:25 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

HORNCastle HOMES LIMITED

Grantee

HORNCastle HOMES LIMITED

Grant of Easement or *Profit à 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 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
Right of way, right to drain water and sewage, right to convey water, electricity, telecommunications and computer media	A on DP 459899 B on DP 459899 C on DP 459899 D on DP 459899	Lot 79 - CR 601870 Lot 80 - CR 601871 Lot 83 - CR 601874 Lot 84 - CR 601875	Lot 80 - CR 601871 Lot 79 - CR 601870 Lot 84 - CR 601875 Lot 83 - CR 601874
Continued on Annexure Schedule			

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 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]

Form L

Annexure Schedule

Page 2 of 6 pages

Easement Instrument

*Continue in additional Annexure Schedule, if required***Continuation of Schedule A**

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown on DP 459899	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of way, right to drain water and sewage, right to convey water, electricity, telecommunications and computer media	E	Lot 131 – CR 601905	Lots 132 & 133 CRs 601906 & 601907
	F	Lot 132 – CR 601906	Lots 131 & 133 CRs 601905 & 601907
	G	Lot 133 – CR 601907	Lots 131 & 132 CRs 601905 & 601906
	H	Lot 200 – CR 601909	Lots 201, 202 & 203 CRs 601910, 601911 & 601912
	I	Lot 201 – CR 601910	Lots 200, 202 & 203 CRs 601909, 601911 & 601912
	J	Lot 202 – CR 601911	Lots 201 & 203 CRs 601910 & 601912
	K	Lot 203 – CR 601912	Lot 202 – CR 601911
	L	Lot 210 – CR 601919	Lot 211 – CR 601920
	M	Lot 211 – CR 601920	Lots 210 & 212 CRs 601919 & 601921
	N	Lot 212 – CR 601921	Lots 210, 211 & 213 CRs 601919, 601920 & 601922
	O	Lot 213 – CR 601922	Lots 210, 211 & 212 CRs 601919, 601920 & 601921
	P	Lot 214 – CR 601923	Lots 215, 216 & 217 CRs 601924, 601925 & 601926
	Q	Lot 215 – CR 601924	Lots 214, 216 & 217 CRs 601923, 601925 & 601926
	R	Lot 216 – CR 601925	Lots 215 & 217 CRs 601924 & 601926
	S	Lot 217 – CR 601926	Lot 216 – CR 601925
	U	Lot 218 – CR 601927	Lot 219 – CR 601928
	V	Lot 219 – CR 601928	Lot 218 – CR 601927
	W	Lot 220 – CR 601929	Lot 221 – CR 601930
	X	Lot 221 – CR 601930	Lot 220 – CR 601929
	Y	Lot 222 – CR 601931	Lot 223 – CR 601932
	Z	Lot 223 – CR 601932	Lots 222 & 224 CRs 601931 & 601933
	AA	Lot 224 – CR 601933	Lots 222, 223 & 225 CRs 601931, 601932 & 601934
	AB	Lot 225 – CR 601934	Lots 222, 223 & 224 CRs 601931, 601932 & 601933

Cont.

Form L

Annexure Schedule

Page 3 of 6 pages

Easement Instrument

Continue in additional Annexure Schedule, if required

Continuation of Schedule A

Purpose (nature and extent) of easement, <u>profit</u> , or covenant	Shown on DP 459899	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Party Wall	AO	Lot 200 – CR 601909	Lot 201 – CR 601910
	AP	Lot 201 – CR 601910	Lot 200 – CR 601909
	AQ	Lot 201 – CR 601910	Lot 202 – CR 601911
	AR	Lot 202 – CR 601911	Lot 201 – CR 601910
	AS	Lot 202 – CR 601911	Lot 203 – CR 601912
	AT	Lot 203 – CR 601912	Lot 202 – CR 601911
	AU	Lot 204 – CR 601913	Lot 205 – CR 601914
	AV	Lot 205 – CR 601914	Lot 204 – CR 601913
	AW	Lot 205 – CR 601914	Lot 206 – CR 601915
	AX	Lot 206 – CR 601915	Lot 205 – CR 601914
	AY	Lot 206 – CR 601915	Lot 207 – CR 601916
	AZ	Lot 207 – CR 601916	Lot 206 – CR 601915
	BA	Lot 207 – CR 601916	Lot 208 – CR 601917
	BB	Lot 208 – CR 601917	Lot 207 – CR 601916
	BC	Lot 208 – CR 601917	Lot 209 – CR 601918
	BD	Lot 209 – CR 601918	Lot 208 – CR 601917
	BE	Lot 210 – CR 601919	Lot 211 – CR 601920
	BF	Lot 211 – CR 601920	Lot 210 – CR 601919
	BG	Lot 211 – CR 601920	Lot 212 – CR 601921
	BH	Lot 212 – CR 601921	Lot 211 – CR 601920
	BI	Lot 212 – CR 601921	Lot 213 – CR 601922
	BJ	Lot 213 – CR 601922	Lot 212 – CR 601921
	BK	Lot 214 – CR 601923	Lot 215 – CR 601924
	BL	Lot 215 – CR 601924	Lot 214 – CR 601923
	BM	Lot 215 – CR 601924	Lot 216 – CR 601925
	BN	Lot 216 – CR 601925	Lot 215 – CR 601924
	BO	Lot 216 – CR 601925	Lot 217 – CR 601926
	BP	Lot 217 – CR 601926	Lot 216 – CR 601925
	BQ	Lot 218 – CR 601927	Lot 219 – CR 601928
	BR	Lot 219 – CR 601928	Lot 218 – CR 601927
	BS	Lot 220 – CR 601929	Lot 221 – CR 601930
	BT	Lot 221 – CR 601930	Lot 220 – CR 601929
	BU	Lot 222 – CR 601931	Lot 223 – CR 601932
	BV	Lot 223 – CR 601932	Lot 222 – CR 601931
	BW	Lot 223 – CR 601932	Lot 224 – CR 601933
	BX	Lot 224 – CR 601933	Lot 223 – CR 601932
	BY	Lot 224 – CR 601933	Lot 225 – CR 601934
	BZ	Lot 225 – CR 601934	Lot 224 – CR 601933



Cont.

Form L

Annexure Schedule

Page 4 of 6 pages

Easement Instrument

*Continue in additional Annexure Schedule, if required***Continuation of Schedule A**

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown on DP 459899	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of way on foot	AC	Lot 201 – CR 601910	Lots 202 & 203 CRs 601911 & 601912
	AD	Lot 202 – CR 601911	Lots 201 & 203 CRs 601910 & 601912
	AE	Lot 203 – CR 601912	Lot 202 – CR 601911
	AF	Lot 210 – CR 601919	Lot 211 – CR 601920
	AG	Lot 211 – CR 601920	Lots 210 & 212 CRs 601919 & 601921
	AH	Lot 212 – CR 601921	Lots 210 & 211 CRs 601919 & 601920
	AI	Lot 215 – CR 601924	Lots 216 & 217 CRs 601925 & 601926
	AJ	Lot 216 – CR 601925	Lots 215 & 217 CRs 601924 & 601926
	AK	Lot 217 – CR 601926	Lot 216 – CR 601925
	AL	Lot 222 – CR 601931	Lot 223 – CR 601932
	AM	Lot 223 – CR 601932	Lots 222 & 224 CRs 601931 & 601933
	AN	Lot 224 – CR 601933	Lots 222 & 223 CRs 601931 & 601932


 Cont.

Form L
Annexure Schedule

Page 5 of 6 pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Annexure Schedule 2

PARTY WALL EASEMENTS

In addition to the rights and powers set out in the Fourth Schedule to the Land Transfer Regulations 2002, the following provisions shall apply to each party wall easement:-

- (a) The Grantee has the right (in common with the Grantor) to:
 - (i) erect a party wall on the party wall area;
 - (ii) modify any party wall within the limits of the party wall area;
 - (iii) use, encroach on and enjoy for the purpose of a party wall the party wall area;
 - (iv) use and enjoy the support and enclosure of the structure on the servient land afforded by the party wall and the land upon which it stands; and
 - (v) use and enjoy the foundations and construction of the party wall and any extension of the party wall below the surface of the party wall area.
 - (vi) repair and maintain the party wall.
- (b) The construction or any modification to any party wall shall be carried out:
 - (i) in a proper and competent manner;
 - (ii) in accordance with plans and specifications approved by the Grantor and the Grantee (such approval not to be unreasonably withheld) before any work (including demolition work) is commenced;
 - (iii) accordance with the requirements of law and the local authority having jurisdiction;
 - (iv) with all reasonable speed;
 - (v) in such manner as to cause as little disturbance and nuisance as possible to the other property and the occupiers and users of the other property; and
 - (vi) in such manner as to ensure that the party wall, any building supported by the party wall, and any property affected shall not be rendered unstable or unsafe or jeopardised in any manner.
- (c) Any party wall erected pursuant to a party wall easement shall be and remain the common property of the Grantor and the Grantee who shall have equal rights to the use, ownership and enjoyment of the party wall during the term.
- (d) The provisions of this section shall apply to a substitute party wall.

Cont.

Form L
Annexure Schedule

Page 6 of 6 pages

Insert instrument type

Easement Instrument

*Continue in additional Annexure Schedule, if required***Annexure Schedule 2 continued****RIGHT OF WAY ON FOOT**

The following provisions shall apply to the right of way on foot easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and other authorised persons, to pass and re-pass:
 - (i) on foot only with or without domestic animals of any kind for all purposes connected with the use and enjoyment of the dominant land over and along the right of way on foot area.
- (b) The Grantor in common with the Grantee shall be responsible for the maintenance of the right of way on foot area in good, clean order, repair and condition.

Terms, conditions, covenants or restrictions in respect of any of the above easements

1. The cost of maintaining, repairing or replacing any easement facility or part thereof shall be borne by the registered proprietors for the time being of the lots affected in the same proportion to which they have the actual use and enjoyment thereof, but no registered proprietor shall be liable to contribute to the cost of any such maintenance or repair which is in respect of any part thereof which is not used by him/her/it or in respect of which use has not commenced.
2. No building or other improvements shall be erected or constructed and no trees or shrubs are to be planted in any position that is likely to interfere with the exercise of the rights and powers contained or implied in any easement created herein.
3. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule shall prevail.

Where there is a conflict between the provisions of the Fourth Schedule and/or the Fifth Schedule to the Property Law Act 2007 and the modifications in this Easement Instrument, the modifications shall prevail.

Approved by Registrar-General of Land under No. 2003/6150
Annexure Schedule – Consent Form
 Land Transfer Act 1952 section 238(2)

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

Plan 459899

Page 1 of 1 pages

Consentor
 Surname must be underlined

Capacity and Interest of Consentor
 (eg. Caveator under Caveat no./Mortgagee under
 Mortgage no.)

BANK OF NEW ZEALAND

Mortgagee under Mortgage 6431668.3 and
 8945449.3

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
 Delete words in [] if inconsistent with the consent.
 Statefull details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

registration of all documents required to deposit plan 459899 and issue new titles for the lots shown on that plan,
 including, but not by way of limitation, surrender of easements, creation of all easements shown on plan 459899,
 creation of land covenants, registration of any Council Consent Notices required, amalgamation of lots and lots to
 vest on deposit.

Dated this 7th day of February 2013

Attestation

Signed for and on behalf of
 BANK OF NEW ZEALAND by its Attorney:



Abby Louise Austin

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

ELIZABETH SUKABULA MATAIKA
 BANK OFFICER
 BANK OF NEW ZEALAND
 WELLINGTON

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.



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

I, Abby Louise Austin, Quality Assurance Officer of Wellington, New Zealand certify:

1. That by deed dated 12 July 2005, 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 North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this

7 FEBRUARY 2013


[Full name]
Abby Louise Austin
