

View Instrument Details



Instrument No 8860940.5
Status Registered
Date & Time Lodged 29 September 2011 13:39
Lodged By Stevenson, Jane Maree
Instrument Type Easement Instrument



Affected Computer Registers Land District

503725	Wellington
503726	Wellington
503727	Wellington
503728	Wellington
503729	Wellington
503730	Wellington
503731	Wellington

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 Caveator under Caveat 8086102.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

I certify that the Mortgagee under Mortgage 7008561.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Jane Maree Stevenson as Grantor Representative on 29/09/2011 01:36 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 Jane Maree Stevenson as Grantee Representative on 29/09/2011 01:37 PM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*, or create land covenant
(Sections 90A and 90F Land Transfer Act 1952)

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

DUNSTAN PROPERTY DEVELOPMENTS LIMITED

Grantee

DUNSTAN PROPERTY 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 (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Deposited Plan 426352	Lots 1-7 on Deposited Plan 426352 being identifiers 503725-503731	Lots 1-7 on Deposited Plan 426352 being identifiers 503725-503731

Annexure schedule

Page 2 of 4 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement

*Continue in additional Annexure Schedule, if required***ANNEXURE SCHEDULE 2**

It is intended that the land in Certificates of Title 503725 to 503731 (both inclusive) ("Lots") shall be subject in perpetuity to and shall have the benefit of certain covenants as set forth in this instrument TO THE INTENT that each of the Lots ("the servient lots") shall be bound by the stipulations and restrictions for the benefit of each of the other Lots ("the dominant lots") and that the owners and occupiers for the time being of any of the dominant lots may enforce the observance of such stipulations and restrictions against the owner and occupier for the time being of any of the servient lots.

As incidental to the within instrument, the Grantor hereby covenants with the Grantee to the end and the intent that each of the servient lots shall be subject to the covenants hereinafter set forth for the benefit of the dominant lots and that any of the owners and occupiers for the time being of the dominant lots may enforce the observance of such stipulations and restrictions against any of the owners for the time being of the servient lots PROVIDED ALWAYS that the owners of the servient lots shall as regards the stipulations and restrictions be personally liable only in respect of breaches thereof which shall occur while they are registered as proprietors of the servient lots in respect of which any such breach shall occur (or be alleged to occur).

- (i) All plans and specifications proposed for any dwelling house to be erected on any lot of this subdivision must first be approved by Dunstan Property Developments Limited and the endorsement on the plans and specifications must be given by Dunstan Property Developments Limited before a permit is sought from the Local Authority.
- (ii) No garage or carport if not included in any dwelling shall be erected on any lot in any materials of a lesser quality than those utilised for the dwelling and shall conform in design and cladding with the dwelling house and no garage or carport shall be erected on any lot closer to the street frontage than the front line of the dwelling erected on any lot.
- (iii) No transportable or relocatable dwelling house shall be permitted to be placed or erected on any lot.
- (iv) Except when building operations are in progress no trade vehicles, trade equipment or materials, debris, rubbish or vehicle or any unsightly nature shall be allowed or suffer to be brought on or remain on the said land lots unless the same is adequately garaged or screened to prevent offence to any adjoining lot and to preserve the amenities of the neighbourhood.
- (v) During building operations, trades people must bring all material on to the given lot by way of that said lot and at no time should any adjoining lot be disturbed or used. Any purchaser from Dunstan Property Developments Limited employing trades people will be responsible for any damage that occurs to any neighbouring property.
- (vi) All vacant lots shall be kept in a mown and tidy state and no noxious weeds shall be allowed to develop.

Annexure schedule

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Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

- (vii) No buildings may be constructed or used for commercial or industrial use unless such use is a predominant use under the code of ordinances of the Kapiti Coast District Council for such lot.
- (viii) The exterior and interior of the house to be erected on any site must be completed to code compliance standard prior to occupancy; including installation of interior drapes, blinds and/or curtains and any fences, drives and pathways. All exterior materials are first to be approved by Dunstan Property Developments Limited who acknowledges that concrete, cobblestones, tar-seal and hot-mix are in compliance with this covenant.
- (ix) No lots shall be further subdivided before the expiration of ten years from the date of issue of title without prior approval of Dunstan Property Developments Limited which may be refused without giving any reason for such refusal, being solely at the discretion of Dunstan Property Developments Limited but this covenant does not include boundary adjustments or amalgamations.
- (x) No boundary fence shall be constructed in material other than permanent materials of wood, concrete, stone or brick and texture coating and the maximum height and placement of any such fence shall not exceed 1 metre where front yard fencing and side boundary fences shall be erected on any lot closer to the street frontage than the front line of the dwelling erected on any lot and built within 4.5 metres of the road frontage, and shall compliment and design and cladding of the dwelling house PROVIDED HOWEVER that where fencing is part of an architectural plan and design for a dwelling house to be erected on any lot and approval is given by Dunstan Property Developments Limited then there may be variation from this covenant.
- (xi) No advertising billboards or signage shall be erected on or around any lots without the written consent of Dunstan Property Developments Limited.
- (xii) In respect of each servient lot the Purchasers from Dunstan Property Developments Limited thereto must within nine months of settlement of the purchase of that lot, or within such other date as Dunstan Property Developments Limited may determine, erect on the said lot a dwelling in accordance with the terms and conditions contained in this restrictive covenant.
- (xiii) No Purchaser shall sell any lot undeveloped, that is to say without having erected thereon a dwelling that complies with this covenant, without having first had and obtained the consent of Dunstan Property Developments Limited

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 _____]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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 _____]~~