

View Instrument Details



Instrument No 8659547.10
Status Registered
Date & Time Lodged 17 December 2010 10:25
Lodged By Slade, Rebecca Mary
Instrument Type Easement Instrument



Affected Computer Registers Land District

347818	Otago
347819	Otago
347820	Otago
347821	Otago
347822	Otago
347823	Otago
347824	Otago
347825	Otago
347826	Otago
347827	Otago
347828	Otago
347829	Otago
347830	Otago
347831	Otago
347832	Otago
347833	Otago
347834	Otago
347835	Otago
347836	Otago
347837	Otago
347838	Otago
347839	Otago
347840	Otago
347841	Otago
347845	Otago
347846	Otago

Annexure Schedule: Contains 14 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 883381.8 has consented to this transaction and I hold that consent ☒

Signature

Signed by Justine Joy Baird as Grantor Representative on 14/12/2010 04:59 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 Justine Joy Baird as Grantee Representative on 14/12/2010 04:59 PM

***** End of Report *****

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

EASEMENT

Page 1 of 2 pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

ASB BANK LIMITED

Mortgagee under Mortgage Number 5807750.1

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 ~~Land Transfer Act 1952~~ Act

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

the Consentor hereby consents to:

The Registration of the within easements being:

- Land Covenant

Dated this 15 day of November 2010

Attestation

SIGNED by ASB BANK LIMITED by its Attorney <u>Robert William Rebe</u> without prejudice to the rights and powers existing under the interest of the Consentor in the presence of Witness: <u>CHRISTINE MALCON</u> Bank Officer, AUCKLAND	Signed in my presence by the Consentor Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature of Consentor	

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.

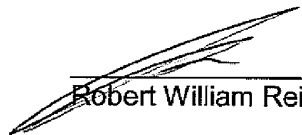
ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Robert William Reive of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **27 April 2010** and deposited in the Land Information New Zealand office as **No. 8483422.1** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Lending Services
Manager Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Filing and Security Maintenance
Manager Loan Advancing
Head of Lending Services
Head of Credit Solutions and Recoveries
Senior Credit Recoveries Manager
Credit Recoveries Manager
Manager Credit Management

2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.



Robert William Reive

SIGNED at Auckland this 15 day of November 2010

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

RP & AP INVESTMENTS LIMITED

Grantee

RP & AP INVESTMENTS 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		See attached annexure schedules	See attached annexure schedules

Form L

Annexure Schedule

Page 3 of 13 Pages

Insert instrument type

EASEMENT

Continue in additional Annexure Schedule, if required

Continuation of "Covenant Provisions"

The Servient Tenement shall be bound by the restrictions set out below (the "Restrictions") and the owner and/or occupier for the time being of the Dominant Tenement may enforce the observance of the Restrictions against the owner and/or occupier for the time being of the Servient Tenement WITH THE INTENT that the Restrictions shall forever run with the Servient Tenement for the benefit of the Dominant Tenement PROVIDED THAT this Land Covenant shall be deemed to be released as to any part of the Servient Tenement which may in the future vest in the Crown or a Territorial Authority as road or reserve.

THE RESTRICTIONS**1. Definitions**

1.1 Defined Terms. In these Restrictions:

"Servient Tenement"

means Lot 10, Deposited Plan 386878, Computer Freehold Register 347818 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347818, other than Legal Road and Council Reserve.

means Lot 11, Deposited Plan 386878, Computer Freehold Register 347819 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347819, other than the Legal Road and Council Reserve.

means Lot 12, Deposited Plan 386878, Computer Freehold Register 347820 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347820, other than the Legal Road and Council Reserve.

means Lot 13, Deposited Plan 386878, Computer Freehold Register 347821 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347821, other than the Legal Road and Council Reserve.

Form L

Annexure Schedule

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Insert instrument type

EASEMENT

Continue in additional Annexure Schedule, if required

means Lot 14, Deposited Plan 386878, Computer Freehold Register 347822 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347822, other than the Legal Road and Council Reserve.

means Lot 15, Deposited Plan 386878, Computer Freehold Register 347823 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347823, other than the Legal Road and Council Reserve.

means Lot 16, Deposited Plan 386878, Computer Freehold Register 347824 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347824, other than the Legal Road and Council Reserve.

means Lot 17, Deposited Plan 386878, Computer Freehold Register 347825 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347825, other than the Legal Road and Council Reserve.

means Lot 18, Deposited Plan 386878, Computer Freehold Register 347826 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347826, other than the Legal Road and Council Reserve.

means Lot 19, Deposited Plan 386878, Computer Freehold Register 347827 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347827, other than the Legal Road and Council Reserve.

means Lot 20, Deposited Plan 386878, Computer Freehold Register 347828 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347828, other than the Legal Road and Council Reserve.

Annexure Schedule

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*Insert instrument type***Easement***Continue in additional Annexure Schedule, if required*

means Lot 21, Deposited Plan 386878, Computer Freehold Register 347829 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347829, other than the Legal Road and Council Reserve.

means Lot 22, Deposited Plan 386878, Computer Freehold Register 347830 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347830, other than the Legal Road and Council Reserve.

means Lot 23, Deposited Plan 386878, Computer Freehold Register 347831 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347831, other than the Legal Road and Council Reserve.

means Lot 24, Deposited Plan 386878, Computer Freehold Register 347832 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347832, other than the Legal Road and Council Reserve.

means Lot 25, Deposited Plan 386878, Computer Freehold Register 347833 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347833, other than the Legal Road and Council Reserve.

means Lot 26, Deposited Plan 386878, Computer Freehold Register 347834 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347834, other than the Legal Road and Council Reserve.

means Lot 27, Deposited Plan 386878, Computer Freehold Register 347835 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347835, other than the Legal Road and Council Reserve.

Annexure Schedule

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*Insert instrument type***Easement***Continue in additional Annexure Schedule, if required*

means Lot 28, Deposited Plan 386878, Computer Freehold Register 347836 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347836, other than the Legal Road and Council Reserve.

means Lot 37, Deposited Plan 386878, Computer Freehold Register 347837 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347837, other than the Legal Road and Council Reserve.

means Lot 38 & 1/3 share in Lot 57, Deposited Plan 386878, Computer Freehold Register 347838 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347838, other than the Legal Road and Council Reserve.

means Lot 39 & 1/3 share in Lot 57, Deposited Plan 386878, Computer Freehold Register 347839 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347839, other than the Legal Road and Council Reserve.

means Lot 40 & 1/3 share in Lot 57, Deposited Plan 386878, Computer Freehold Register 347840 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347840, other than the Legal Road and Council Reserve.

means Lot 41, Deposited Plan 386878, Computer Freehold Register 347841 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347841, other than the Legal Road and Council Reserve.

means Lot 101, Deposited Plan 386878, Computer Freehold Register 347845 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347845, other than the Legal Road and Council Reserve.

means Lot 102, Deposited Plan 386878, Computer Freehold Register 347846 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347846, other than the Legal Road and Council Reserve.

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required	
"Dominant Tenement"	means Lot 10, Deposited Plan 386878, Computer Freehold Register 347818 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347818, other than Legal Road and Council Reserve. means Lot 11, Deposited Plan 386878, Computer Freehold Register 347819 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347819, other than the Legal Road and Council Reserve. means Lot 12, Deposited Plan 386878, Computer Freehold Register 347820 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347820, other than the Legal Road and Council Reserve. means Lot 13, Deposited Plan 386878, Computer Freehold Register 347821 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347821, other than the Legal Road and Council Reserve. means Lot 14, Deposited Plan 386878, Computer Freehold Register 347822 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347822, other than the Legal Road and Council Reserve. means Lot 15, Deposited Plan 386878, Computer Freehold Register 347823 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347823, other than the Legal Road and Council Reserve. means Lot 16, Deposited Plan 386878, Computer Freehold Register 347824 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347824, other than the Legal Road and Council Reserve.

Annexure Schedule

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*Insert instrument type***EASEMENT***Continue in additional Annexure Schedule, if required*

means Lot 17, Deposited Plan 386878, Computer Freehold Register 347825 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347825, other than the Legal Road and Council Reserve.

means Lot 18, Deposited Plan 386878, Computer Freehold Register 347826 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347826, other than the Legal Road and Council Reserve.

means Lot 19, Deposited Plan 386878, Computer Freehold Register 347820 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347827, other than the Legal Road and Council Reserve.

means Lot 12, Deposited Plan 386878, Computer Freehold Register 347828 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347828, other than the Legal Road and Council Reserve.

means Lot 21, Deposited Plan 386878, Computer Freehold Register 347829 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347829, other than the Legal Road and Council Reserve.

means Lot 22, Deposited Plan 386878, Computer Freehold Register 347830 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347830, other than the Legal Road and Council Reserve.

means Lot 23, Deposited Plan 386878, Computer Freehold Register 347831 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347831, other than the Legal Road and Council Reserve.

means Lot 24, Deposited Plan 386878, Computer Freehold Register 347832 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347832, other than the Legal Road and Council Reserve.

Annexure Schedule

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*Insert instrument type***EASEMENT***Continue in additional Annexure Schedule, if required*

means Lot 25, Deposited Plan 386878, Computer Freehold Register 347833 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347833, other than the Legal Road and Council Reserve.

means Lot 26, Deposited Plan 386878, Computer Freehold Register 347834 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347834, other than the Legal Road and Council Reserve.

means Lot 27, Deposited Plan 386878, Computer Freehold Register 347835 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347835, other than the Legal Road and Council Reserve.

means Lot 28, Deposited Plan 386878, Computer Freehold Register 347836 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347836, other than the Legal Road and Council Reserve.

means Lot 37, Deposited Plan 386878, Computer Freehold Register 347837 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347837, other than the Legal Road and Council Reserve.

means Lot 38 & 1/3 share in Lot 57, Deposited Plan 386878, Computer Freehold Register 347838 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347838, other than the Legal Road and Council Reserve.

means Lot 39 & 1/3 share in Lot 57, Deposited Plan 386878, Computer Freehold Register 347839 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347839, other than the Legal Road and Council Reserve.

means Lot 40 & 1/3 share in Lot 57, Deposited Plan 386878, Computer Freehold Register 347840 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347840, other than the Legal Road and Council Reserve.

means Lot 41, Deposited 386878, Computer Freehold Register 347841 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347841, other than the Legal Road and Council Reserve.

*Insert instrument type***EASEMENT***Continue in additional Annexure Schedule, if required*

means Lot 101, Deposited Plan 386878, Computer Freehold Register 347845 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347845, other than the Legal Road and Council Reserve.

means Lot 102, Deposited Plan 386878, Computer Freehold Register 347846 or the Lot or Lots from time to time created from the land comprised in Certificate of Title 347846, other than the Legal Road and Council Reserve.

"Owner"

means the registered proprietor of a Lot and includes any tenant, lessee, licensee, visitor or invitee of the Lot Owner.

"Lodge any Submission"

includes personally or through any agent or servant directly or indirectly lodge or support in any way any objection or submission to a planning proposal and includes taking any part in a planning hearing, appeal or reference arising in respect of a planning proposal whether as a party or otherwise.

"Planning Proposal"

includes any application for resource consent and/or plan change and/or variation of any nature to the relevant Council District Plan or Proposed District Plan.

- 1.2 In this Covenant; a covenant to do something is also a covenant to permit or cause that thing to be done, and a covenant not to do something is also a covenant not to permit or cause that thing to be done.

2. Restriction on Objecting to Future Development

- 2.1 The Owner of the Servient Tenement shall not Lodge any Submissions against any Planning Proposal by the Owner of the Dominant Tenement to subdivide, develop or use any of the Dominant Tenement for any rural, residential or recreational activity ("Development") PROVIDED HOWEVER that this covenant shall not apply if the effect of the Development on the Owner of the Servient Tenement's view and enjoyment of the property is more than minor.

*Insert instrument type***EASEMENT***Continue in additional Annexure Schedule, if required*

2.2 In assessing whether the effect is minor for the purposes of Clause 2.1 above, the term "minor" shall be given the meaning ascribed to it by a reasonable person.

2.3 Clause 2.1 shall only apply to prevent the Owner of the Servient Tenement from Lodging a Submission against a Planning Proposal initiated or made by the Owner of the Dominant Tenement or by any body or person to whom the Owner of the Dominant Tenement has separately assigned the benefit of this Clause 2.1.

3. Further Restrictions

3.1 Not to further subdivide the Lot ("subdivide" having the meaning ascribed to "subdivision of land" in Section 218(1) of the Resource Management Act 1991).

3.2 Not to allow the erection or placement on the Lot of:

- (a) Any building, caravan, tent or other accommodation for use as residential accommodation whether permanent or temporary, other than a dwellinghouse.
- (b) Any form of relocatable building or part thereof but not excluding new homes built and constructed offsite and subsequently moved onto the Lot.
- (c) Any building with the exterior clad in secondhand materials (except brick, stone or exposed timber beams) or clad in flat panel material such as a fibrolite or plywood.

3.3 Not to allow or suffer the Lot and any improvements thereon to become unkempt or untidy or fall into a state of disrepair, and in particular without limiting the generality of this clause, not to allow any noxious or other weeds and undergrowth, or grass above 25 centimetres, to grow on the Lot and in the event of a registered proprietor of land having the benefit of this covenant giving written notice to the registered proprietor of the Lot to remedy any breach of this clause and such breach is not remedied within 30 days from the receipt of such notice, the party who gave such notice (with their agents and workmen) shall have the right to enter upon the Lot to remedy the breach and recover the cost thereof from the registered proprietor of the Lot as a debt. For the purposes of this clause, notice shall be deemed to be received the day after posting to the address of the registered proprietor of the Lot as then recorded in the Council rating records.

Annexure Schedule

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*Insert instrument type***EASEMENT***Continue in additional Annexure Schedule, if required*

- 3.4 Not to incorporate or use in dwellinghouse, building or outbuilding any flat or corrugated sheet fibrolite or fibre-cement products or plywood or iron sheet cladding except new corrugated iron (provided however that this covenant shall not include prohibition against the use of sheet fibrolite on soffits or gables).
- 3.5 Not to use any secondhand materials or materials that are not of a permanent nature and in keeping with the quality of materials being used in the construction of dwellings in the immediate area.
- 3.6 Not to leave any basement area unenclosed.
- 3.7 Not to use corrugated iron for fencing.
- 3.8 Not to further subdivide the land by combining the land with any adjacent land or otherwise, where the result of such subdivision would be a Lot size smaller than the original Lot size purchase.
- 3.9 No solid fencing shall be permitted within seven (7) metres of the road frontage boundary both along the road frontage of the lot and seven (7) metres back from the road frontage boundary on both side boundaries (called "the prohibited area") and fencing in the prohibited area can only be post and wire (including netting) and only to a height of one (1) metre from ground level. For all other Lots, not to erect or permit to be erected any fence or grow any hedge on any part of the land between the dwelling and any boundary of the property adjoining a road.
- 3.10 Not to permit or suffer any building in the course of construction to be left without substantial work being carried out for a period exceeding three (3) months and to complete construction of any such building within twelve (12) months of the commencement of work.
- 3.11 Not to allow the landscaping of the property and the laying of sealed or paved paths and driveways to a standard commensurate with the standard of the new dwellinghouse to remain incomplete after a period of six (6) months of completion of the dwellinghouse on the property.
- 3.12 The Vendor shall neither be required or liable to enforce, or answerable to the Purchaser, for any breach of the covenants binding any of the Lots and the Vendor shall have at its absolute discretion the right to impose or delete additional restrictions and stipulations in any restrictive covenant interested in the memorandum of transfer in respect of any of the other Lots of future Lots within the subdivision.

Insert instrument type

EASEMENT

Continue in additional Annexure Schedule, if required

3.13 The Vendor reserves the right at any time to sell, transfer or otherwise dispose of any of the Lots free of any or all of these covenants.

4.0 Further Subdivision

4.1 The Purchaser acknowledges that further subdivision and development work is being undertaken in the vicinity of the Lot and the Purchaser acknowledges the right of the Vendor to carry out that further subdivision and undertakes:

- (a) Not to object or hinder, or in any other way complain about, any lawfully authorised subdivision activity or development work carried on, on the residue of the Vendor's land and
- (b) Not to withhold consent to any subdivision or development activity that may require written approvals under the Resource Management Act 1991 and will, if called upon by the Vendor, to execute all documents and/or do things necessary to provide such approval or consent as may be required by the Vendor for the purposes of subdivision or development of the residue of the Vendor's land.