

View Instrument Details



Instrument No 9000272.3
Status Registered
Date & Time Lodged 07 March 2012 10:51
Lodged By Davies, James Christopher
Instrument Type Easement Instrument



Affected Computer Registers Land District

567215	Canterbury
567216	Canterbury
567217	Canterbury
567218	Canterbury
567219	Canterbury
567220	Canterbury
567221	Canterbury
567222	Canterbury
567223	Canterbury
567224	Canterbury
567228	Canterbury
567229	Canterbury
567230	Canterbury
567231	Canterbury
567232	Canterbury
567233	Canterbury
567234	Canterbury
567235	Canterbury
567236	Canterbury
567237	Canterbury
567238	Canterbury
567239	Canterbury
567240	Canterbury
567241	Canterbury
567242	Canterbury

Annexure Schedule: Contains 6 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 8762431.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by James Christopher Davies as Grantor Representative on 07/03/2012 10:02 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 James Christopher Davies as Grantee Representative on 07/03/2012 10:03 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)

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

JA & BL Properties Limited

Grantee

JA & BL Properties 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		567215-567224 (inclusive); 567228-567242 (inclusive)	567215-567224 (inclusive); 567228-567242 (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 _____]~~

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 _____]~~

Annexure Schedule**Page 1 of 4 Pages***Insert instrument type*

Easement creating land covenant

*Continue in additional Annexure Schedule, if required***The Covenants created are as follows:**

Purpose of the covenants: The purpose of these covenants is to protect the character and appearance of all of the lots at Mandeville Park ("Development"). The covenants last until December 2021 at which time they will no longer apply. These covenants will be registered on the title for each lot at Mandeville Park.

1. Covenants -- The Registered Proprietor of each lot ("Owner") covenants:

1.1. One house per lot -- To erect only 1 primary dwelling unit on the lot the minimum size of which must be:

(a) 220 square metres where the area of the lot is less than 4,000 square metres; and

(b) 240 square metres where the area of the lot is 4,000 square metres or greater.

The calculation of the floor area may include garaging under the same roof line but for the purposes of calculating the floor areas under this clause, the maximum garaging area will be 40 square metres.

Subject to first obtaining approval in accordance with clause 1.4, an associated secondary dwelling or living unit (such as a Granny flat) and/or sheds and barn may be erected on each lot in addition to the primary dwelling unit.

JA & BL Properties Limited ("Mandeville Park") may in its sole, absolute and unfettered discretion approve any plans outside of these conditions.

1.2. No subdivision -- Not to subdivide the lot;

1.3 Adhere to design guidelines -- To adhere to the New Building Design Guidelines produced from time to time by Mandeville Park in respect of the Development;

1.4 Approval of building plans -- Prior to:

(a) Applying for a building consent from relevant statutory authority;

(b) Undertaking any work to the lot; or

(c) Erecting any improvements on the lot

the Owner must submit for the approval of Mandeville Park:

Annexure Schedule**Page 2 of 4 Pages***Insert instrument type*

Easement creating land covenant

Continue in additional Annexure Schedule, if required

- (d) The proposed floor plan, siting, schedule of external finishes, colours, materials of any building (as that term is defined in the Building Act 2004) proposed to be erected on the lot;
- (e) The landscaping plan for the lot including any water features, fences, walls, wind breaks, washing lines, satellite dishes, street or house numbering or driveway;
- (f) The design of any gates or fences proposed to be installed; or
- (g) The proposed access from the public street and proposed off street car parking;
- 1.5 Building work** -- During the construction of the approved building plans:
- (a) To follow strictly the plans approved by Mandeville Park and seek Mandeville Park's consent to any variation to such plans;
- (b) To ensure that the buildings are constructed from new materials;
- (c) To complete the building work within 12 months of the date of the start of construction;
- (d) Not to permit any construction works or contractors to use any of the lot or any other lots in the Development for toileting purposes. Prior to commencing construction, the lot owner will provide a suitable portable toilet facility; and
- (e) Not to permit any building materials to be placed outside the lot;
- 1.6 General provisions** -- At all times:
- (a) **No temporary accommodation** -- Not to permit any caravans, huts, garages, sheds or any other thing to be used on the lot for human habitation without first obtaining the consent of Mandeville Park;
- (b) **Livestock** -- Not to keep any pigs, more than 12 poultry, any dangerous or annoying animals nor use any part of the lot for a commercial kennel, cattery or intensive farming;
- (c) **No commercial activity** -- Not to use any of the lot:
- (i) For any commercial activities;
- (ii) Storage or use of commercial vehicles, plant or machinery other than of a domestic nature;

Annexure Schedule

Page 3 of 4 Pages

Insert instrument type

Easement creating land covenant

Continue in additional Annexure Schedule, if required

- (iii) For lease or licence to any other party;
- (iv) For any signage or advertisements;
- (d) **No noxious or dangerous activity** -- Not to permit any of the lot to be used for:
 - (i) Any noxious or dangerous activities;
 - (ii) Any activity that is not permitted by the District or Regional Councils; or
 - (iii) The storage of rubbish (including abandoned or unsightly vehicles) or any noxious or dangerous thing;
- (e) **Maintenance** -- To:
 - (i) Maintain the improvements made to the lot to a standard in keeping with the Development as a premium residential subdivision;
 - (ii) Keep the grass on the lot under 150 millimetres in height;
 - (iii) Remove all weeds promptly and maintain all plants in accordance with good horticulture practices; and
 - (iv) Maintain all trees in accordance with good arboriculture practices;
- (f) **Interests on the certificate of title for the lot** -- To adhere strictly with the requirements in any consent notice, encumbrance, order or other interest registered on the certificate of title for the lot.

2. Approvals

2.1 All approvals or consents required by these Covenants must be in writing from Mandeville Park and may be given, given subject to such conditions or refused in the sole, absolute and unfettered discretion of Mandeville Park. Any approval given does not create a precedent for any other lot.

2.2 Mandeville Park may appoint any person it considers suitably qualified to carry out any of its functions under this covenant.

2.3 Mandeville Park or its appointee is not responsible or liable to any person for any action it takes or fails to take under this instrument.

Annexure Schedule

Page 4 of 4 Pages

Insert instrument type

Easement creating land covenant

Continue in additional Annexure Schedule, if required

3. Enforcement -- Where the Owner breaches a covenant or does not comply with any covenant then Mandeville Park may by notice to the Owner require the Owner to remedy such breach or non-compliance. If within 14 working days (as that term is defined in section 29 of the Interpretation Act 1999) ("Working Days") of the Owner's receipt of such notice the Owner has not remedied the breach or non-compliance then Mandeville Park may engage a suitably qualified person to enter the lot to carry out work necessary to achieve compliance with the covenants and may recover as a debt due from the defaulting Owner all costs incurred by Mandeville Park in remedying the breach or non-compliance.

4. Dispute resolution -- If any dispute arises concerning the Covenants in clause 1 then the parties shall enter into negotiations in good faith to attempt to resolve the dispute. If the dispute is not resolved within 20 Working Days from the date on which the parties begin their negotiations, then either party may by notice to the other require the dispute to be referred to the arbitration of an independent arbitrator appointed jointly by the parties. If an arbitrator cannot be agreed upon within 10 Working Days of the initiator's notice of arbitration then an independent arbitrator will be appointed by the President for the time being of the New Zealand Law Society. Such arbitration will be determined in accordance with the Arbitration Act 1996 or any enactment passed in its substitution and will be binding on the parties.

5. Expiry -- The covenants contained in the clause 1 and this instrument more generally will remain in force until 5:00 pm on 31 December 2021 and thereafter will expire and be of no further force or effect.

6. Notices -- Any notice required to be made or served under this covenant is to be in writing signed by the party giving the notice or by any officer or solicitor of that party and served in accordance with the provisions of section 353 of the Property Law Act 2007 or sent by e-mail (in which case it is delivered when a read receipt is received by the sender of the e-mail).