



View Instrument Details

Instrument No. 10276471.18
Status Registered
Date & Time Lodged 24 May 2016 16:22
Lodged By Bluett, Bryce
Instrument Type Easement Instrument



Affected Computer Registers	Land District
707258	South Auckland
707259	South Auckland
707260	South Auckland
707261	South Auckland
707262	South Auckland
707263	South Auckland
707264	South Auckland
707265	South Auckland
707266	South Auckland
707267	South Auckland
707268	South Auckland
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707270	South Auckland
707271	South Auckland
707272	South Auckland
707273	South Auckland
707274	South Auckland
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707278	South Auckland
707279	South Auckland
707280	South Auckland
707281	South Auckland
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707291	South Auckland
707292	South Auckland
707293	South Auckland
707294	South Auckland
707295	South Auckland
707296	South Auckland

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 10061077.1 has consented to this transaction and I hold that consent

Signature

Signed by Brycc Bluctt as Grantor Representative on 01/06/2016 02:49 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 Brycc Bluctt as Grantee Representative on 01/06/2016 02:50 PM

***** 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

Homes 4U Developments Limited

Grantee

Homes 4U 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 on	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants		(707258 – 707271 inclusive) (parts 707272 – 707276 inclusive being Lots 15 – 19 inclusive DP 490190) (707277 – 707296 inclusive)	(707258 – 707271 inclusive) (parts 707272 – 707276 inclusive being Lots 15 – 19 inclusive DP 490190) (707277 – 707296 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

Easement instrument

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Continue in additional Annexure Schedule, if required.

Continuation of "Covenant provisions"

The Grantee as one of the registered proprietors of all the land contained in a plan deposited in the Land Transfer Office at South Auckland under Deposited Plan 490190 has subdivided that land into various lots and roadways in a manner shown and defined on that plan so as to establish a modern and well-designed subdivision **AND WHEREAS** it is the Grantee's intention to create for the benefit of the land set out in Schedule A under the dominant tenement column (hereinafter referred to as the "Dominant Lots") the land covenants set out in Schedule B over the land set out in Schedule A under the servient tenement column (hereinafter referred to as the "Servient Lots") **TO THE INTENT** that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lots **AND** the Grantor **DOETH HEREBY COVENANT AND AGREE** with the Grantee in the manner set out in Schedule B hereto so that the covenants run with each of the Servient Lots for the benefit of the other respective Dominant Lots as described in Schedule A **PROVIDED ALWAYS** that the Grantor shall as regards the said covenants and restrictions be liable only in respect of the breaches thereof which occur while they shall be registered proprietors of the Servient Lot or any part in respect of which any breach shall occur.

Annexure Schedule

Easement instrument

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Continue in additional Annexure Schedule, if required.

SCHEDULE B

1. USE

The Grantor will not use any part of the Servient Lot or permit the same to be used for any trading or commercial purpose, unless:

- (a) that purpose is a permitted activity under the relevant district plan and complies in all respects with the district plan and the requirements of the Territorial Authority; and
- (b) is ancillary and subordinate to the principal use of the Servient Lot as a residence.

2. NO SUBDIVISION OR AMALGAMATION

- (a) The Grantor will not subdivide the servient lot further in order to create any additional lot or lots whether by fee simple titles, unit titles, cross leases or otherwise.
- (b) In the event of the Grantor amalgamating the servient lot with any other Lot then for the purposes of these covenants the amalgamated property will be deemed to comprise one single Lot. Thereafter the Grantor will not be entitled to subdivide the amalgamated property into a greater number of Lots than those which made up the amalgamated property. On any such subdivision each of the new Lots will be subject to this building scheme and the land covenants.

3. BUILDING TO COMPLY

The Grantor will ensure that any building erected on the servient lot complies in all respects with the requirements of the Territorial Authority.

4. SINGLE DWELLING WITH MINIMUM FLOOR AREA

The Grantor will not erect, place or permit to be erected or placed on the servient lot more than one single dwelling-house. The dwelling-house (after including any closed in lock-up garage but excluding verandas, patios and other attached structure) must have a closed-in floor area of not less than 175m².

Notwithstanding the preceding provisions of this clause a dwelling-house with a main living area and a separate but integrated subordinate living area commonly known as a "granny flat" is permitted where the subordinate living area is confined within the coverall roofline of the dwelling-house and does not give the external appearance of comprising a separate unit.

5. NO TEMPORARY OR RELATED BUILDINGS

The Grantor shall not erect or place or permit to be erected or placed, on the servient lot any secondhand or relocated building or caravan, hut, shed, tent, or vehicle for use as a dwelling or temporary dwelling.

6. ROOFING AND SHAPE OF DWELLING

The Grantor shall not erect or place or permit to be erected or placed on the servient lot any dwelling-house

- (a) with a flat roof or a roof of one single pitch; or
- (b) of a single rectangle or single square shape, (after excluding recesses or protrusions for the front and rear entries, , patios, bay windows, or other like structure or appurtenances)

Annexure Schedule

Easement instrument

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Continue in additional Annexure Schedule, if required.

7. RESTRICTION ON MATERIALS

- (a) The Grantor will not erect or permit to be erected on the servient lot any dwelling or any other building or structure that:
 - (i) Is constructed in part or in full with external second-hand materials (other than bricks or decorative stone) or
 - (ii) Does not comply with the terms and conditions of the resource building consents obtained by the Transferor from the Territorial Authority.
- (b) The Grantor will not leave the exterior of any dwelling-house unfinished or any exterior wall or door unpainted or unstained, except where cedar cladding or decorative stone or brick are used.

8. IMMOBILE VEHICLES

The Grantor shall not:

- (a) allow any immobile or broken down vehicles to be placed or sited on the servient lot in a position where they are visible from the road; or
- (b) place or leave any immobile or broken down vehicles on any road or reserve in the Subdivision.

9. FENCING

The Grantor will not erect or place or permit to be erected or placed any fencing boundary wall on the servient lot:

- (a) Of a height exceeding one metre on any part of the boundary line fronting a public road or within five metres of that boundary line; or
- (b) Of a height exceeding one metre on any part of the side boundary lines within five metres of the boundary line fronting a public road; or
- (c) Comprising:
 - (i) Materials of wire, wire netting, corrugated iron or plywood sheeting; or
 - (ii) Any untextured flat fibre cement sheeting; or
 - (iii) Any untextured fibrolite, hardiflex, hardiplank or the like; or
 - (iv) Long run roofing material, flat iron or the like.

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Easement instrument

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Continue in additional Annexure Schedule, if required.

10. CONSTRUCTION AND LANDSCAPING

- (a) The Grantor shall complete any building on the servient lot within 6 months of laying the foundations of such building.
- (b) The Grantor will within two months of completion of a dwelling-house on the servient lot landscape the servient lot with lawn and shrubs. The Grantor will ensure that on the front yard there are not less than two trees each which will have a fully grown height of at least 2.5 metres in height. If the Grantor defaults in complying with the foregoing requirements of this sub-clause, the Grantee may enter the servient lot and take whatever action it considers necessary at the expense of the Grantor to remedy the default and if the Grantor fails to pay the Grantee upon demand all costs so incurred, the Grantee may recover those costs from the Grantor as liquidated damages in any court of competent jurisdiction
- (c) The Grantor will ensure that any stepped retaining walls and exposed banks on the servient lot are planted in grass or shrubs and that there are no areas of bare clay, gravel or earth on the servient lot.
- (d) The Grantor will keep the servient lot in a neat and tidy condition and will ensure that grass and/or weeds not exceed 100mm in height or otherwise become unsightly. If the Grantor fails to do so, the Grantor will indemnify the Grantee against the costs of the Grantee remedying the default, and the Grantee may enter upon the servient lot for the purpose of remedying such default.

11. SIGNAGE

The Grantor will not erect or place or permit to be erected or placed on any part of the servient lot adjacent land or street, any advertisement sign or hoarding of a commercial nature save that:

- (a) During the course of construction of a dwelling on the servient lot a builder's sign not exceeding 1.2 square metres in area may be displayed; and
- (b) In the case of a completed dwelling a single "For Sale" sign not exceeding 1.2m² in area is permitted.

Annexure Schedule

Easement instrument

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Continue in additional Annexure Schedule, if required.

12. VENDOR'S APPROVAL

- (a) Should any proposed dwelling-house, building, structure, fencing or landscaping on the servient lot not comply with the covenants contained herein then the plans for such dwelling-house, building, structure, fencing or landscaping must be submitted to the Grantee for approval, and the Grantee may in its entire discretion give written approval to the plans submitted in circumstances where in the sole opinion of the Grantee such approval would not detract from the overall quality and appearance of the Subdivision. Any such approval may be given on and subject to such terms and conditions as the Grantee determines.
- (b) The Grantee may, at any time, nominate any other person or persons to give any Grantee Approval and in that event, any provision herein relating to Grantee approval will apply on the basis that any reference to the Grantee will be deemed to be a reference to the nominee.
- (c) Any Grantee Approval given in any circumstance will not serve as a precedent for, or bind the Grantee or any nominee in any manner with respect to any future application for Grantee Approval by the Grantor or any other person.

13. BREACH OF COVENANTS

If there is any breach or non-observance by the Grantor of any of the stipulations or restrictions contained in these covenants then without prejudice to any other liability which the Grantor may have to the Grantee or any person or persons having benefit of the stipulations and restrictions, the Grantor will, upon written demand made by the Grantee, or any of the registered proprietors of the servient lots-

- (a) Immediately remedy the breach or non-observance; and
- (b) Pay to the person making such demand as liquidated damages the sum of \$250.00 per day for every day or part day that such breach or non-observance continues from and after the date upon which written demand is made until such date that the breach or non-observance is remedied.

14. VENDOR NOT LIABLE TO ENFORCE

The Grantee will not be required, or obliged to enforce all or any of the covenants stipulations or restrictions on the part of the Grantee contained herein, nor will the Grantee be liable to the Grantor for any breach of any like covenants, stipulations or restrictions by the registered proprietors of any of the other servient lots.

15. LAPSE

These covenants and restrictions shall expire on 31 March 2035.