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

Sections 90A and 90F, Land Transfer Act 1952

EI 7086248.8 Easement I

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DocID: 211892232

Land registration district

CANTERBURY



Grantor

Surname(s) must be underlined or in CAPITALS.

ELIZABETH ESTATES NO. 2 LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

ELIZABETH ESTATES NO. 2 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).~~

Dated this 15 day of September 2006

Attestation

Allen Grant Farber Director	Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation RON WILLIAMS Solicitor Rangiora Address	
	Signature [common seal] of Grantor	
Allen Grant Farber Director	Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation RON WILLIAMS Solicitor Rangiora Address	
	Signature [common seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Approved by Registrar-General of Land under No. 2002/6055
Annexure Schedule 1



Easement instrument

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Restrictive Land Covenants	376473	Lots 1 to 43 inclusive and Lot 103 Certificates of Title 307444 to 307486 inclusive and 307488	Lots 1 to 43 inclusive and Lot 103 Certificates of Title 307444 to 307486 inclusive and 307488

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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.~~

The implied rights and powers are ~~[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].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc.

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CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"

1. INTERPRETATION

1.1 For the purpose of these covenants:

- (a) "Building" includes all structures and construction, including (but not limited to) dwellinghouses, flats, units, garages, glass-houses and sheds.
- (b) "Erect" and "erection" includes to install, construct, relocate, or place on the Land, Lot or in any Building and also includes "allow to erect".
- (c) "Land" and "Lot" means any Servient or Dominant Tenement, as described in Schedule A above, having the benefit of these covenants.
- (d) "Grantee" includes the builder, building company or partnership, or registered proprietor for the time being of the Land.
- (e) The headings used in this document are for convenience only and do not form part of the Covenants and nor are they to be used in the interpretation of the Covenants.

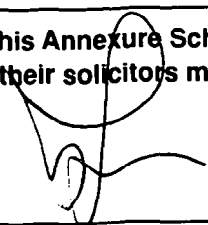
2. APPROVALS

- 2.1 All approvals or consents required by these covenants shall be sought by the Grantee from the Grantor (or their appointed agent) prior to any work being carried out on the land.
- 2.2 In the event of the Grantor being unable for any reason to give the required approvals or consents, then any approvals or consents required shall be given by an architect nominated by the President for the time being of the New Zealand Institute of Architects (or such other similar Body).

3. COVENANTS

- 3.1 The Grantee shall not erect any buildings on the Lot other than single family house and accessory buildings;
- 3.2 The Grantee shall not shift on to the Lot any pre-built transportable or relocatable house or any existing house unless such existing or pre-built house has been approved by the Grantor or its appointee. Any such house shall be new or near new and constructed of materials which comply with the provisions of these special conditions of sale. The Grantee shall not be permitted to move any caravan, garage or similar structure on to the Lot other than for the purposes of constructing permitted buildings and the Grantee shall remove such structures from the Lot upon completion of construction. For the avoidance of doubt, the Grantee is not permitted to use such structures for the purposes of any permanent or temporary residential accommodation;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

- 3.3 The Grantee shall not erect a house with a floor area of less than 165m² exclusive of garage, carport, decking, breezeways, roof overhangs but exclusive of other accessory buildings, provided that a two storey dwelling house shall not have a ground floor area of less than 120m² exclusive of garage, carport, decking, breezeways, roof overhangs and other accessory buildings.
- 3.4 The Grantee shall not build any dwelling that does not include an attached fully enclosed garage and such garage to be constructed and completed at the same time as the construction and completion of the dwelling in similar materials as the dwelling, provided that the Grantee may build a detached garage if the prior written approval to the design and size of the garage is obtained from the Grantor, such approval to be given at the sole and absolute discretion of the Grantor.
- 3.5 The Grantee shall not erect or construct any accessory building, carport, decking or roof overhang unless it is architecturally integrated with the design of the house or unit. The Grantee shall not construct any attachment to the building on the Lot (including, but not necessarily limited to, television aerials and solar hot water panels) unless it is discreetly integrated with the design of such buildings so that they are not highly visible from any road, thoroughfare or adjacent property.
- 3.6 The Grantee shall not construct any building with exterior cladding other than being comprised of the following materials:
- 3.6.1 Kiln fired or concrete brick, blocks or splitstone;
- 3.6.2 Natural stone;
- 3.6.3 Timber weatherboarding;
- 3.6.4 Solid plaster or texture plaster finish; or
- 3.6.5 Any other exterior cladding material for which the Grantee has first obtained the Grantor's written consent;
- 3.7 The Grantee shall ensure any exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured in solid plaster so as to fully cover the base material;
- 3.8 The Grantee shall complete construction of all buildings on the Lot within 12 months of first laying down the foundations for such buildings;

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- 3.9 The Grantee shall not use any metal clad roofing that has not been factory pre-painted or any roofing material which will create a glare offensive to adjoining property owners;
- 3.10 The Grantee shall not allow construction of any building to be delayed so that substantial progress is not made for any period exceeding 3 months;
- 3.11 Once construction of the principal building on the Lot has been substantially completed the Grantee shall not bring onto or allow to remain on the Lot in front of building or on any road or thoroughfare in the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or screened from any road adjacent to the Lot so as to preserve the amenities of the neighbourhood;
- 3.12 The Grantee shall not use any pre-used building materials in the construction of any buildings or fencing on the property without prior written consent from the Grantor;
- 3.13 The Grantee shall not erect or permit to be erected on the property any fence which is not either wooden or solid construction. If any fence is of solid construction the cladding shall be the same exterior cladding as the dwelling. Without limiting this restriction the Grantee shall not erect a fence of corrugated or flat iron irrespective of profile whether painted, factory pre-painted or otherwise. The Grantee shall not erect any fence greater than 1.83 metres in height and second hand materials shall not be used. The Grantee shall not erect any front or side fence within one metre of the boundary fronting the access road;
- 3.14 The Grantee shall reinstate, replace and be responsible for all costs arising from damage to the landscape, roading, kerbs, footpaths, berm, concrete or other structures in the subdivision arising from the Grantee's or their agents and invitees direct or indirect use of the land;
- 3.15 The Grantee shall not call upon the Grantor to pay for or contribute towards the cost of erection or repair of any boundary fences or dividing fences between the property and any other property owned by the Grantor, but this provision shall not enure for the benefit of any subsequent registered proprietors of any adjoining land.
- 3.16 The Grantee shall not permit or cause any rubbish to accumulate or be placed upon the land and not permit any excessive growth of grass so that the same becomes long or unsightly. In the event the Grantee fails to comply with this clause, the Grantee agrees the Grantor may carry out the Grantee's obligation herein, and the Grantee agrees to pay any charges relating thereto;

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3.17 The Grantee shall not park any vehicle, caravan or boat on or within five metres of any street or right of way servicing the land in Schedule A unless situated within enclosed garages constructed on the property provided that this prohibition shall not apply to any invitee of the Grantee where such invitees are not residing with the Grantee and the vehicles are parked temporarily only.

3.18 The Grantee shall, as regards the above covenants be personally liable only in respect of breaches which shall occur while they are the registered proprietors of the lot or any part in respect of which any such breach shall occur (or is alleged to occur).

4. ENFORCEMENT

4.1 If there is any breach or non-observance of any of the foregoing covenants in Clause 3 (and without prejudice to any other liability which the Grantee may have to any other person having the benefit of these covenants) the Grantee in breach agrees to and shall, at their cost with respect to each individual breach:

4.1.1 Upon written notice being given by the Grantor or by any other registered proprietor of land within the subdivision to the party in breach, pay to each such notice give agreed liquidated damages in the sum of \$500.00 (five hundred dollars) per day for every day that such breach or non-observance continues after the date 30 days after the date upon which each written notice has been given; and

4.1.2 Forthwith upon receipt of such notice remove or cause to be removed from the and any building, planting, landscape feature or other item erected on the land in breach or in non-observance of the foregoing covenants; and

4.1.3 Forthwith upon receipt of any such notice replace any such building materials or other non-confirming item used in breach or non-observance of the foregoing covenants with the approved materials; and

4.1.4 Carry out such other remedial work specified in the notice and any other work so as to remedy such breach or non-performance of these covenants.

4.2 The Grantee agrees that the Grantor does not have any responsibility or liability for the enforcement, enforceability, applicability or lack of action with respect to enforcement or applicability of any of these covenants. In addition, apart from

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the exercise of its discretion with respect to consents, approvals or disapprovals of matters referred to in these covenants, the Grantor does not undertake to enforce or monitor compliance of these covenants. The Grantee (being registered proprietors of lots within the sub-division) also agree to keep the Grantor indemnified, free and harmless from any claim, liability, loss, action or inaction arising against it or its agents in this regard.

- 4.3 The Grantee shall only have any liability hereunder while the Grantee is a registered proprietor of the property.
- 4.4 Any instance of default under clause 4.3 hereof the remedying of such default within 1 month of notice in writing requiring the removal of such cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the said covenants shall avoid the payment of the penal sum prescribed by Clause 4 provided that this waiver shall not apply in respect of any subsequent default of a similar nature;
- 4.5 The rights and obligations of the Grantor to enforce the terms of the rights and benefits conferred by the foregoing covenants and by this clause shall terminate twelve calendar months from the date on which it ceases to be an owner of any of the lots in Schedule A and from that date the right to enforce rights and benefits so conferred shall in accordance with normal legal principles vest in the owners of any Lots on the said subdivision which obtain benefits from the said covenants.
- 4.6 In the event that the Grantor ceases to exist, or if there is any dispute as to any consent requested of the Grantor pursuant to Clause 3, the relevant material and / or information shall be referred to the President of the New Zealand Institute of Architects or his / her nominee for determination.
5. DURATION
- 5.1 The covenants set out above shall be restrictive covenants running with each of the Lots in Schedule A for the benefit of and appurtenant to the other Lots in Schedule A in perpetuity.

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