

View Instrument Details



Instrument No 10611622.7
Status Registered
Date & Time Lodged 19 December 2016 09:56
Lodged By Sutherland-Stacey, Hester Jennifer
Instrument Type Easement Instrument



Affected Computer Registers	Land District
756033	South Auckland
756034	South Auckland
756035	South Auckland
756036	South Auckland
756037	South Auckland
756038	South Auckland
756039	South Auckland
756040	South Auckland
756041	South Auckland
756042	South Auckland
756043	South Auckland
756044	South Auckland

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 10527582.1 has consented to this transaction and I hold that consent

Signature

Signed by Georgina Brettargh Smith as Grantor Representative on 22/11/2016 10:26 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 Georgina Brettargh Smith as Grantee Representative on 22/11/2016 10:27 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)

Grantor

OMOKOROA KAYELENE PLACE LIMITED PARTNERSHIP

Grantee

OMOKOROA KAYELENE PLACE LIMITED PARTNERSHIP

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 creates the covenants set out in Schedule A, with the rights and powers or provisions set out in Annexure Schedule 1.

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of covenant	Shown reference (plan)	Servient Tenement ("Lot") (Computer Register)	Dominant Tenement (Computer Register)
Land Covenant (Annexure Schedule and Fencing Covenant as defined in S.2 of the Fencing Act 1978)	DP 503490	Lots 1-12 CT's 756033 - 756044 (inclusive)	Lots 1-12 CT's 756033 - 756044 (inclusive)

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

~~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

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

Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

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Annexure Schedule

The Grantor acknowledges and agrees with the Grantee that the Lot forms part of a development which is intended to be established as a modern and well-designed residential subdivision ("Subdivision").

As such it is desirable that supervision and control be exercised for the protection and in the interests of the Grantee in relation to the nature and type of construction to be permitted in the Subdivision.

In recognition of these objects the Grantor for its lot ("Lot") and for the benefit of all other residential lots comprised in the Subdivision agrees with the Grantee and covenants with the Grantee (including its successors in title) for the Grantor and its executors, administrators, assigns and successors in title in relation to the Lot as follows:

1. Not erect or permit to be erected on the Lot any building other than one new residential dwellinghouse (and appurtenant outbuildings).
2. Not erect or permit to be erected on the Lot any dwellinghouse having a floor area of less than 150 square metres excluding garaging, carports, decking, roof overhang and accessory buildings.
3. Not erect or permit to be erected on the Lot any dwellinghouse of a simple rectangular design. A flat roofed dwellinghouse is acceptable.
4. Not transport or allow to be placed on the Lot any pre-built, transportable, relocatable or pre lived-in dwelling house.
5. Not use any material other than kiln fired or concrete brick, concrete block, stucco textured finish, solid plaster finish, stone, timber weatherboard or pre-finished metal construction for a minimum of 75% of the non-glazed exterior cladding of the dwellinghouse erected on the Lot.
6. All outbuildings shall be architecturally and materially matching the dwellinghouse in design.
7. Ensure the entrance to the dwellinghouse shall be prominent from the road.
8. Not erect or permit to be erected any dwellinghouse with a front facade consisting of a singular material or colour nor with only a hip and valley roofline. The elevations along any road front boundary shall be finished in subdued, non-vibrant colours.
9. Not use as a roofing material any metal that has not been factory pre-painted.
10. Not erect or permit to be erected on the Lot any fence or boundary wall of any material containing corrugated iron or post and wire.

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11. Not erect or permit to be erected on the Lot any fence or boundary wall, or grow any hedge:
 - (a) Of a height greater than 1.20 metres above the natural ground level along the road (Kayelene Place) front boundary of the Lot;
 - (b) Of a height greater than 1.80 metres above the natural ground level along any side or rear boundary. Any fence within 3.0 metres of the road front boundary shall not be of a height greater than 1.2 metres above the natural ground level.
12. Not hold liable or call upon the Western Bay of Plenty District Council or its successors in title to erect repair or contribute to the cost of work as defined in the Fencing Act 1978 on any boundary fence between the Lot and any land vested or to be vested in Western Bay of Plenty District Council as reserve.
13. Commence construction within two months of the Local Authority issuing a building consent under the Building Act 2004 (or similar approval in accordance with any replacement legislation) and to complete construction (Inclusive of dwelling, driveway, fencing and landscaping) within 12 months of laying down such foundations.
14. Not permit the Lot to be occupied or used as a residence prior to the dwellinghouse being completed (including driveway, fencing and landscaping).
15. Not bring onto or allow to remain on the Lot any temporary dwelling, caravan or campervan which is visible from the road, or to be regularly located on the road, road reserve or berm in the subdivision.
16. Not permit any vehicle, caravan, bus, campervan, motorhome or any other wheeled vehicle or boat to be placed on the Lot for residential use for periods of time exceeding one month in any six month period.
17. Not permit any trade vehicles, trade equipment or materials, debris or rubbish to remain on the Lot, except while construction of the dwellinghouse is being completed.
18. Erect suitable screening to prevent any rubbish collection point, exterior heat pumps, washing lines or any mechanical plant associated with the dwellinghouse from being visible from the road.
19. Not permit or suffer any rubbish or debris, including builder's waste materials to accumulate or be placed upon the Lot, landscaping, berms, roading, footpaths or kerbs nor to permit any excessive growth of grass so that the same becomes, in the Grantor's sole discretion, long, unsightly or a fire hazard. The Grantor shall have the right to remove any rubbish from the Lot or to maintain the Lot in a reasonable condition, with reasonable costs to be met by the Grantee and payable on demand.
20. Keep and maintain the Lot, as well as the local authority owned road frontage adjacent to the Lot, in a neat and tidy condition.

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21. Protect the footpaths kerbs and berms by placing appropriate material over those areas where vehicular traffic is to run during any construction on the Lot.
22. Not alter in any way, including but not limited to painting or repainting in any other style or colour any fencing and/or walls installed by the Grantor and in the event of any damage to such fencing or walls whether by the Grantee or otherwise the Grantee shall reinstate such fence or wall in the style and colour as existing before such damage. The Grantor shall have the right (but without being obliged so to do) to repair or reinstate such fence or wall, with reasonable costs to be met by the Grantee and payable on demand.
23. Reinstate, replace and be responsible for all costs arising from damage to the landscaping, berms, roading, footpaths, kerbs, streetlights, street signs, concrete or any other structures in the subdivision arising from the Grantee's use of the land directly or indirectly through the Grantee's actions or those of the Grantee's agents, consultants, contractors or invitees. Any notice given by the Grantor to the Grantee advising that any damage has occurred to any of the infrastructure mentioned in this covenant is agreed as being prima fade evidence that such damage has been caused by the Grantee or by the Grantee's agents, consultants, contractors or invitees.
24. Not allow any graffiti or similar disfigurement to remain on any wall, fence, structure or building on or about the Lot for more than five days from the date that such graffiti or disfigurement occurred or was brought to the notice of the Grantee.
25. Not permit any animal to be kept on the Lot which is likely to cause a nuisance or annoyance to other registered proprietors or that may detract from the subdivision as a whole.
26. Not to further subdivide the Lot, minor boundary adjustment excepted.
27. Not to commence construction of the dwelling house unless the plans and specifications for the same and the sitting of same within the boundaries of the Lot have first been approved in writing by the Grantor or appointee of the Grantor ("Appointer") and the Grantor shall have sole and absolute discretion as to the approval of plans and specifications submitted to it pursuant to these covenants.
28. While any dwelling house is under construction the Grantee and the Grantee's contractors and tradesmen shall comply fully and comprehensively with all relevant government legislation, regulations and local authority bylaws relating to workplace health and safety including but not limited to the Health and Safety at Work Act 2015 and any regulations pursuant to that act.
29. Where the consent of the Grantor or Appointer is required under any of these covenants or the Grantor has a discretion to grant consent under any of these covenants, the Grantee's obligation to obtain consent from the Grantor and the Grantee's right to seek the Grantor's consent shall cease on the date a liquidator of the Grantor is appointed under section 241(2) of the Companies Act 1993 or the date the Grantor is removed from the New Zealand register, whichever is sooner.

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- 30. If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Grantee may have to any person having the benefit of these covenants, should the Grantee not rectify the breach or non-observance of any of the foregoing covenants within 10 working days of written notice being made of the Grantee by the Grantor or such other person having the benefit of these covenants, the Grantee will pay to the Grantor or such person making such demand as liquidated damages the sum of \$150 per day for every day that such breach or non-observance continues after the date upon which written demand has been made until the breach is remedied together with any costs and expenses incurred by the Grantor or any such person making such demand.
- 31. The Grantor shall grant in favour of the Grantee a fencing covenant as defined in Section 2 of the Fencing Act 1978.
- 32. The provisions of this covenant shall expire and be of no further effect after 31 December 2030.