

Property Guru document ordering service

Document, Interest, Instrument: 11182126.8

Billing Code: 3 Kaipeke Lane

CoreLogic Reference: 2899908/1

Processed: 17 November 2020

Sourced from Property Guru, a CoreLogic solution. For any queries about this document or this service please call 0800 355 355 or email documentordering@corelogic.co.nz.

View Instrument Details



Instrument No 11182126.8
Status Registered
Date & Time Lodged 22 August 2018 12:48
Lodged By Haw, Colleen Margaret
Instrument Type Easement Instrument



Affected Computer Registers Land District

831177	Taranaki
847828	Taranaki
847829	Taranaki
847830	Taranaki
847831	Taranaki
847832	Taranaki
847833	Taranaki
847834	Taranaki
847835	Taranaki
847836	Taranaki
847837	Taranaki
847838	Taranaki
847839	Taranaki
847840	Taranaki
847841	Taranaki
847842	Taranaki
847843	Taranaki
847844	Taranaki
847845	Taranaki
847846	Taranaki
831176	Taranaki

Annexure Schedule: Contains 5 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 ☒

Signature

Signed by Elizabeth Hannah Millerick as Grantor Representative on 17/08/2018 03:49 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 ☒

Grantee Certifications

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 Elizabeth Hannah Millerick as Grantee Representative on 17/08/2018 03:49 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

ARMSTRONG DEVELOPMENTS LIMITED

Grantee

ARMSTRONG DEVELOPMENTS LIMITED
ARRAN OWEN GEORGE GIBSON as registered proprietor of CFR 831176

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) DP 503628	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Fencing Covenant		Continued over	Continued over
Land Covenant		Continued over	Continued Over

Form B - continued

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]

Form L

Annexure Schedule

Page of Pages

Insert instrument type

Land Covenant – continued

Continue in additional Annexure Schedule, if required

Fencing Covenant

The Grantor shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Grantee.

Land Covenant**Background**

A. The Grantor, as owner of all the land in the Computer Freehold Registers described as servient tenements in Schedule A, wishes to create the land covenants set out in Schedule B (*Covenants*) over the land in the Computer Freehold Registers defined as servient tenements in Schedule A (*Servient Tenements*) for the benefit of each of the lots defined in Schedule A as dominant tenements (*Dominant Tenements*).

B. Each of the Servient Tenements shall be bound by the Covenants and the owners, for the time being, of the Dominant Tenements may enforce the Covenants against the owners, for the time being, of the Servient Tenements.

It is agreed:

In consideration for the transfer of the fee simple, the Grantor covenants and agrees to create the Covenants for the benefit of the Grantee and the owners for the time being of the Dominant Tenements with the intention that the benefit and the burden of the Covenants shall run with the Servient Tenements for the benefit of the Dominant Tenements

SCHEDULE A – continued

Servient Tenements	CFR831177, CFR847828 – CFR847846(incl)
Dominant Tenements	CFR831176, CFR831177, CFR847828 – CFR847846 (incl)

SCHEDULE B

Interpretation

In this land covenant:

Grantor means the person named as Grantor in this instrument and includes their successors and assigns.

Grantee means the person named as Grantee in this instrument and includes their successors and assigns.

Developer means Armstrong Developments Limited, or its nominee.

Council means the New Plymouth District Council or any successor to it, or any other relevant local authority.

Covenants

1. The Grantor shall not permit or allow the removal on to the Servient Tenement of any pre-built transportable or relocatable house or existing house which has previously been lived in.
2. The Grantor shall not erect or permit to be erected on the Servient Tenement any building other than one new residential home and any appurtenant buildings usually associated with a residential home.
3. The Grantor shall not erect or permit to be erected a new residential home for a permitted value of less than \$250,000.00 including GST provided that the value of \$250,000.00 including GST shall be increased or decreased in accordance with the CPI (all groups index) the value being calculated by multiplying \$250,000.00 by the index number as at date of completion of the residential home and dividing that amount by the index number for the quarter immediately preceding the date of issue for the Computer Freehold Register for the Servient Tenement.
4. The Grantor shall complete any building within twelve months of laying down the foundations for such building and within twelve months of laying down the foundations to complete all ancillary work such as fencing and landscaping within the same timeframe.
5. The Grantor shall construct in a proper and tradesmanlike manner a driveway, or vehicle access in a permanent continuous surfacing.
6. The Grantor shall not construct a boundary fences along the road boundary. All other boundaries will have a height restriction of no more than 1.8 metres. No fences can be built with corrugated iron or equivalent.
7. The Grantor shall not permit the Servient Tenement to be occupied or used as a residence unless the buildings on the Servient Tenement have been substantially completed, including in accordance with any Council building permit.
8. The Grantor shall not use the Servient Tenement or permit the same to be used for any trading or commercial purposes whatsoever.

9. The Grantor shall keep and maintain in a neat and tidy condition the Council owned road frontage of the land (berm).
10. The Grantor shall not bring on to, raise, breed or keep any animals or livestock on the Servient Tenement or buildings except domestic pets.
11. The Grantor shall not construct any clothesline or letterbox except such clothesline or letterbox as may be aesthetically sensitive in terms of design and location, sighting any clothesline in such a way as to not be highly visible from the street and sighting any letterbox adjacent to but not in the road reserve.
12. The Grantor shall reinstate, replace, repair or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Grantor's use of the land directly or indirectly through the Grantor's agents or invitees.
13. The Grantor acknowledges and agrees to keep the Servient Tenement, while it is vacant, in a clean and tidy state. This includes keeping the grass at a length not exceeding 150mm by mowing at no more than monthly intervals.
14. The Grantor must keep any materials and equipment on the Servient Tenement, while it is vacant, at the back of the Servient Tenement in a tidy manner and covered. No second-hand materials can be placed on the Servient Tenement.
15. That any earthworks on the Servient Tenement shall be undertaken by Richard and Sharron Dreaver trading as R & S Dreaver Contractors.

Property Guru document ordering service

Document, Interest, Instrument: 11182126.3

Billing Code: 3 Kaipeke Lane

CoreLogic Reference: 2900082/1

Processed: 17 November 2020

Sourced from Property Guru, a CoreLogic solution. For any queries about this document or this service please call 0800 355 355 or email documentordering@corelogic.co.nz.

View Instrument Details



Instrument No	11182126.3
Status	Registered
Date & Time Lodged	22 August 2018 12:48
Lodged By	Haw, Colleen Margaret
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
TNG2/227	Taranaki

Annexure Schedule: Contains 1 Page.

Signature

Signed by Elizabeth Hannah Millerick as Territorial Authority Representative on 17/08/2018 03:49 PM

*** End of Report ***

**CONSENT NOTICE PURSUANT TO SECTION 221
OF THE RESOURCE MANAGEMENT ACT 1991**

IN THE MATTER of Lot 2 DP 14517

AND

IN THE MATTER of Subdivision
Consent pursuant to Sections 105, 108,
220 and 221 of the Resource
Management Act 1991

Pursuant to Section 221 of the Resource Management Act 1991 the New Plymouth District Council by resolution passed under delegated authority on 11 September 2017 imposed the following condition on the consent for subdivision of Lot 2 DP 14517 being LT 523022;

'Lots 1 – 22 shall retain 20% of the site in permeable surfaces.'

'Foundation design for dwellings of more than a single level on Lots 3 – 14, 16 – 22 shall be designed by a suitably qualified engineer.'

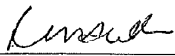
'Foundation design for a dwelling on Lot 15 shall be designed by a suitably qualified engineer.'

'Due to the presence of fill and potential water table depth of 3 – 4 meters on Lots 14 and 15 soakholes shall be designed and located by a suitably qualified engineer on these lots. Soakholes shall ideally be placed in areas on the lots that do not contain fill and located further away from the adjacent stream.'

'All stormwater on Lots 3 – 22 shall be collected from roof and sealed ground surfaces such as driveways and be piped to onsite soakholes.'

DATED at New Plymouth this 9th day of August 2018

Signed by the said
ROWAN MARGARET ANNE WILLIAMS



Authorised Officer
of the New Plymouth District Council

Document Number 7775760
Property ID: 1011
Resource Consent: SUB17/46763.03