

View Instrument Details



Instrument No 11218490.10
Status Registered
Date & Time Lodged 10 September 2018 09:49
Lodged By Cox, Melissa Anne
Instrument Type Easement Instrument



Affected Computer Registers	Land District
817898	South Auckland
817899	South Auckland
817900	South Auckland
817901	South Auckland
817902	South Auckland
817903	South Auckland
817904	South Auckland
817905	South Auckland
817906	South Auckland
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817920	South Auckland
817921	South Auckland
817922	South Auckland
817923	South Auckland
830521	South Auckland
830522	South Auckland
830523	South Auckland
830524	South Auckland
830525	South Auckland

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

Grantor 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

I certify that the Mortgagee under Mortgage 11202589.2 has consented to this transaction and I hold that consent

Signature

Signed by Peter Anthony Rust as Grantor Representative on 10/09/2018 09:38 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 Peter Anthony Rust as Grantee Representative on 10/09/2018 09:38 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

CLASSIC DEVELOPMENTS OMOKOROA LIMITED

Grantee

CLASSIC DEVELOPMENTS OMOKOROA 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		Lots 1 to 3 inclusive, 32 to 44 inclusive, 59, 63, 71 to 79 inclusive, 85 to 88 inclusive DP 519655 (CTs 817898 to 817923 inclusive, 830521 to 830525 inclusive)	Lots 1 to 3 inclusive, 32 to 44 inclusive, 59, 63, 71 to 79 inclusive, 85 to 88 inclusive DP 519655 (CTs 817898 to 817923 inclusive, 830521 to 830525 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] and [negatived] [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 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 _____]~~

Annexure Schedule

Page 3 of 5 Pages

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required*

The Grantor covenants with the Grantee in respect of each Servient tenement as set out in Schedule B below and it is accepted that:

- (1) the land covenants contained in Schedule B ("the land covenants") shall only bind the owner for the time being of the respective Servient tenement ("the Servient Tenement Owner"); and
- (2) each Servient tenement shall be bound by the land covenants and the owner or owners for the time being of any other of the Dominant tenements may enforce observance of the land covenants against the Servient Tenement Owner; and
- (3) without derogating from these provisions, no covenant to enforce or impose the land covenants in respect of any lot or title shall be implied against Classic Developments Omokoroa Limited ("Classic") and any such enforcement or application by Classic shall be carried out entirely at its own discretion.
- (4) The land covenants shall not apply to Lots 245 and 260 on DP 519655.

SCHEDULE B

- (a) Not, without the consent of Classic, to:
 - erect or permit to be erected any building other than a new residential home and ancillary buildings; nor
 - permit or allow the removal onto the Lot of any pre-built transportable or re-locatable house; nor
 - undertake any landscaping which is visible from the road or neighbouring properties..
- (b) Not to use any metal clad roof that has not been factory pre-painted or any roofing material which will create a glare offensive to adjoining property owners.
- (c) Not to permit or suffer the erection of any temporary building or structure upon the Lot except as maybe used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of the work.
- (d) Not at any time other than in relation to the erection of the dwelling and associated buildings to bring on to or allow to remain on the Lot or any internal road of the subdivision any temporary dwelling, caravan, trade vehicle or other equipment or materials or machinery unless garaged or screened from view of the surrounding lots so as to preserve the amenities of the neighbourhood and to prevent noise likely to cause offence to residents in the subdivision. No recreational or commercial vehicles or trailers shall be regularly located on the street or footpath.
- (e) Not to permit or allow the use of the Lot other than for residential purposes unless Classic has given its written consent to use of the Lot for some other purpose (or purposes).
- (f) Not to:
 - (i) Erect or permit to be erected any more than one single family dwelling house on the Lot; nor

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required*

- (ii) subdivide the Lot further;
- without first obtaining the written consent of Classic, which will have sole and complete discretion as to whether it grants consent under this clause (including the right to review and approve proposed plans and specifications relevant to the above matters).
- (g) Not to permit or allow the Lot to be occupied or used as a residence unless the building on the Lot has been substantially completed in accordance all of these covenants and the buildings meet the requirements of the appropriate local authority.
- (h) To keep and maintain the Lot (and any road frontage land adjacent to the Lot) in a neat and tidy condition and prevent it from becoming unsightly or overgrown.
- (i) Unless Classic has otherwise provided its written consent, not to erect or allow to be erected any fence:
- located within 5 metres of any boundary of the Lot which is adjacent to any road or shared access-way;
 - constructed of corrugated or long run iron or post and wire or from used materials.
- (j) Not to seek contribution from the local Council or Classic for construction or maintenance costs of any fence which lies against the boundary of any Council land.
- (k) To reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, curbs, 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.
- (l) Not to stockpile or store earth, sand, pumice or other materials on the land unless such materials are actually to be used in the construction and landscaping of a permanent dwelling or accessory building on the Lot.
- (m) Not to display more than one advertisement, sign or hoarding of a commercial nature on any part of the Lot or building, such advertisement, sign or hoarding being first approved in writing by Classic, and which complies with Local Authority requirements.
- (n) Not to bring on to raise, breed or keep any animals or livestock on the Lot or buildings other than a maximum of 3 animals limited to dogs and cats (or smaller domestic pets) unless prior written approval is given by Classic. These animals shall not be allowed to become a nuisance to others in the subdivision and all dogs shall be controlled so as to prevent them from roaming the subdivision unsupervised.
- (o) Not to construct any clothesline or letter box except such clothesline or letterbox as may be aesthetically sensitive in terms of design and location, and to site any clothesline in such a way as to not be highly visible from the street and to site any letterbox adjacent to (but not in) the road or shared access frontage to the Lot. Classic may determine (at its sole discretion) whether any design, location and siting of the above items is in breach of this clause.
- (p) Not to make any objection to any further residential development and subdivision undertaken or arranged by Classic within vicinity of the Lot.
- (q) To maintain the quality and appearance of attachments to the building (including but not necessarily limited to television antenna and solar hot water panels) and to construct such

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

- attachments to be discreetly integrated with the dwelling so they are not highly visible from the street, thoroughfare or adjacent properties.
- (r) Where a lighting bollard is installed by Classic onto the Lot adjacent to any shared access areas the Grantor must maintain and keep such lighting bollard operational.
 - (s) If Classic is no longer in existence, then any consent required from Classic under these land covenants shall be deemed given where the item or activity complies with Local Authority requirements.
 - (t) Where Classic or Classic's agent or any other party to these covenants expends money to make good any damage or loss caused by a breach of these covenants by the Grantor (or the guests, servants, employees, agents, invitees, tenants or licensees of the Grantor) Classic or its agent shall be entitled to recover the amounts expended as a debt in any action in any Court of competent jurisdiction and such sum may include all costs howsoever incurred including the professional and legal costs calculated on a solicitor/client basis.
 - (u) Should the Grantor be in breach of any of these covenants, Classic or any other party having the benefit of these covenants may give the Grantor written notice requiring the breach of any covenant to be remedied within 7 days of receipt of the notice, and upon the expiry of 7 days the sum of \$50.00 per day shall be payable by the Grantor until such time as the breach is remedied and Classic or the other party serving the notice will in addition be entitled to recover all costs incurred including all professional and legal costs calculated on a solicitor/client basis and to exercise any other remedies available.
 - (v) The Grantor will at all times save harmless and keep indemnified Classic from all proceedings, costs, claims and demands in respect of any breaches by the Grantor of any of the covenants and restrictions contained or implied herein.