

View Instrument Details



Instrument No 10868870.12
Status Registered
Date & Time Lodged 30 October 2017 15:32
Lodged By McKechnie, Ross Hannay
Instrument Type Easement Instrument



Affected Computer Registers Land District

794950	Nelson
794951	Nelson
794952	Nelson
794953	Nelson
794954	Nelson
794955	Nelson
794956	Nelson
794957	Nelson
794958	Nelson
794959	Nelson
794960	Nelson
794961	Nelson
794962	Nelson
794963	Nelson
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794979	Nelson
794980	Nelson
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794982	Nelson
794983	Nelson
794984	Nelson
794985	Nelson
794986	Nelson
794987	Nelson
794988	Nelson
794989	Nelson
794990	Nelson
794991	Nelson

Affected Computer Registers Land District

794992	Nelson
794993	Nelson
794994	Nelson
794995	Nelson
794996	Nelson
794998	Nelson
794999	Nelson
795000	Nelson
795001	Nelson

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 8404842.4 has consented to this transaction and I hold that consent

Signature

Signed by Ross Hannay McKechnie as Grantor Representative on 30/10/2017 03:27 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 Ross Hannay McKechnie as Grantee Representative on 30/10/2017 03:27 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

Arizona Land Limited

Grantee

Arizona Land 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 Covenants		Lots 1–16, 23–32, 50-60, 71–79, and 81-84 CFRs 794950-794967 (inclusive), 794969-794996 (inclusive) and 794998-795001 (inclusive) "Servient Lots"	Lots 1–16, 23–32, 50-60, 71–79, and 81-84 CFRs 794950-794967 (inclusive), 794969-794996 (inclusive) and 794998-795001 (inclusive) "Dominant Lots"

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]

the Annexure Schedule.

Form B - continued

ANNEXURE SCHEDULE

Continuation of "Estate or Interest or Easement to be Created"

1. The Grantor has procured subdivision of the land formerly contained in CT NL12A/1026 into lots in the manner shown and defined on DP 513715.
2. It is the Grantor's intention that the Lots specified as "Servient Lots" in Schedule A are to be subject to the land covenants in Schedule B for 21 years from 1 January 2017 for the benefit of each of the lots specified as "Dominant Lots" in Schedule A TO THE INTENT that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B for 21 years from 1 January 2017 and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners or occupiers for the time being of the Servient Lots.
3. So as to bind the Servient Lots and for the benefit of the respective Dominant Lots the Grantor DOETH HEREBY COVENANT AND AGREE in the manner set out in Schedule B hereto so that the covenants run with the Servient Lots for the benefit of the respective Dominant Lots as described in Schedule A.
4. Arizona Land Limited will not be liable because of any action it takes or fails to take or for any default in any building, structure or improvement erected on any Lots in the subdivision or for any breach of these covenants or otherwise and the registered proprietors for the time being of the Servient and Dominant Lots shall indemnify and keep indemnified Arizona Land Limited and its legal successors (other than successors in title after registration of a Transfer from Arizona Land Limited to a subsequent owner) from any costs, claims, suits, demands or liabilities arising out of or under these covenants.
5. Arizona Land Limited reserves the right for itself (and not for its successors in title) to vary strict compliance with the restrictions in covenants 1-7 of Schedule B, but it will only do so if in its opinion the relaxation does not significantly affect the integrity of the subdivision scheme.
6. If any dispute or difference arises between servient and dominant lot owners in relation to these covenants including as to what may constitute a breach of these covenants or to the meaning or interpretation of these covenants the same shall be referred to Arizona Land Limited for resolution and its decision shall be final.
7. If Arizona Land Limited ceases to be a registered New Zealand company the powers of variation under paragraph 5 and power to resolve disputes under paragraph 6 above shall devolve on any of the persons who were Directors of Arizona Land Limited at the date on which it was struck off the New Zealand Companies Office register.
8. If any Lot Owner is in breach of any of these conditions the Lot Owner will on request from any of the persons entitled to enforce the covenants (any of whom are included in the expression "Enforcer" in this clause) immediately and permanently desist from and remedy such breach at its cost. The Lot Owner shall also pay to the Enforcer:
 - i) the Enforcer's costs, fees and charges incurred in respect of ensuring

compliance with these covenants including any costs, fees and charges incurred in dealing with any claims against Arizona Land Limited by third parties arising from such breach, plus a 50% liquidated damages surcharge; and

- ii) the costs, fees and charges of any other person entitled to enforce the remedies.

Schedule B

For a period of 21 years from 1 January 2017 the registered proprietor of each Servient Lot shall:

1. Subdivision Control

- (a) Not subdivide the Servient Lot. Exemptions may be allowed for some Lots on written approval from Arizona Land Limited. For the purposes of this clause "subdivide" shall have the meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act; but
- (b) Any boundary adjustment that does not create a separate building site shall not be in breach of this condition.

2. Building Controls

Not erect or permit to be erected upon the Servient Lot:

- (a) Any more than one dwelling and one associated outbuilding unless written approval of Arizona Land Limited is first obtained.
- (b) A dwelling with an internal ground floor area of less than 140m² (except for any Lots that are 440sqm or less where the minimum internal ground floor area shall be not less than 100m²) excluding any garaging or outbuildings.
- (c) Any dwelling with corrugated iron or metallic cladding of corrugated iron whether unpainted or painted PROVIDED THAT Decramastic and Coloursteel products or products of similar construction pre-coated in the manufacturing process shall not be in breach of this restriction.
- (d) Any dwelling in board and batten or ply and batten, hardiplank, fibrelight, or hardiflex the area of which exceeds 30% of the total area of the dwelling, building or other structure on each occasion as the case may be, unless prior written approval is granted by Arizona Land Limited.
- (e) Any pre-used dwelling building or structure or any kitset type dwelling.
- (f) Any dwelling to a shape which is a single rectangle, or without containing at least one roof break or full valley in the roof.

- (g) Any dwelling or outbuilding incorporating second-hand building materials (excluding recycled bricks) unless the prior written approval of Arizona Land Limited is obtained.
- (h) Any outbuildings other than an outbuilding of a style similar to the dwelling erected or to be erected on the land or other than one pre-fabricated (but not pre-used) garden shed which is adequately screened from neighbouring properties.
- (i) Any dwelling, building, mast, aerial, tree or shrub higher than 5.5 metres above the average ground level of the Lot. If any tree, shrub or other planting on these Lots exceeds this height and is obstructing the views of any other Lot in the subdivision, then a suitable qualified arborist will trim the tree, shrub or plant so that it complies with this restriction and the cost of so doing will be billed to the Lot owner in breach.
- (j) Any boundary fence or fence within the Lot; built of galvanised iron, polite or cement board panels; or comprising any live hedge exceeding 1.8 metres in height.

3. Exclusion of Institutional Use

Not use or permit the use of any of the property for institutional residential purposes. For the purposes of this clause "institutional residential purposes" shall include but not be limited to the use of the property for housing purposes by central or local government agencies or public or private health sector agencies.

4. Maintenance of Lot

Maintain the Lot to a standard which (in the opinion of Arizona Land Limited) is acceptable and shall not allow it to become unsightly or a fire hazard. If grass or weeds are allowed to exceed 200mm in height Arizona Land Limited reserves the right to have the Lot mowed and the Lot Owner agrees to accept liability for such, cost plus 50%.

5. Building Time Limits

Ensure that the exterior of the dwelling house shall be closed in within six months of laying down the foundations of the house and the house and landscaping shall be fully completed within twelve months from the date of commencement of building.

6. Construction Parameters

Not live on-site in temporary accommodation while constructing the principal dwelling and no building once under construction shall be left without substantial work being carried out for a period of 3 months.

7. **Streetscape**

Not use the adjacent or adjoining land and footpaths for access and dumping of rubbish, which is strictly prohibited. The Lot Owner shall reinstate or replace (or be responsible for all costs arising from damage to) the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from either:

- i. the Lot Owner's use of the land; or
- ii. directly or indirectly through the Lot Owner's actions or those of the Lot Owner's agents or invitees.

8. **On-site Parking and Storage**

Not bring onto or allow to remain on any Lot or on any road or thoroughfare of the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or sufficiently screened from any road adjacent to the Lot and from neighbouring Lot(s) so as to preserve the amenity of the subdivision (other than during the period of construction on the property).

9. **Maintain Property**

Not allow the Servient Lot or buildings thereon to deteriorate in any way which detrimentally affects the amenity of the subdivision (including permitting noise to escape which is likely to cause offence to any other occupiers of properties which are Dominant Lots).

10. **Show Home Restrictions**

Not operate a completed dwelling as a show home or display home unless the Servient Lot is one of Lots 3, 7, 8, 25, 26, 28, 31, 51, 52, 58, 59 or 74 (where such uses are permitted).