

View Instrument Details



Instrument No 11219937.6
Status Registered
Date & Time Lodged 28 September 2018 16:30
Lodged By Ross, Lachlan Angus
Instrument Type Easement Instrument



Affected Computer Registers	Land District
808016	Otago
808017	Otago
808018	Otago
808019	Otago
808020	Otago
808021	Otago
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Annexure Schedule: Contains 8 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 11007692.1 has consented to this transaction and I hold that consent

Signature

Signed by Lachlan Angus Ross as Grantor Representative on 19/06/2018 02:43 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 Lachlan Angus Ross as Grantee Representative on 19/06/2018 02:43 PM

***** End of Report *****

Easement instrument to grant easement or *profit à prendre*, or create land covenant
 (Sections 90A and 90F Land Transfer Act 1952)

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Grantor

SOUTHERN LIFESTYLE LIMITED

Grantee

SOUTHERN LIFESTYLE 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 -18 DP 517312	Lots 1- 18 DP 517312

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]** **[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 **B**]

Annexure Schedule

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EASEMENT

*Continue in additional Annexure Schedule, if required***ANNEXURE SCHEDULE B****SPECIFIED LAND COVENANTS.****1. DEFINITIONS**

a) "GRANTEE" means and includes all persons executing this Easement Instrument as Grantee jointly and severally (if more than one) and their executors, administrators, assigns, successors in title and their tenants, licensees and invitees and any person or party being the registered proprietor at anytime of any part of the Servient land.

b) "GRANTOR" means and includes all persons executing this Easement Instrument as Grantor jointly and severally (if more than one) and their executors, administrators, assigns, successors in title and their tenants, licensees and invitees.

c) "DEVELOPER" means Southern Lifestyle Limited as Grantee.

d) "OWNER" means the registered proprietor at any time of any of the Lots contained in the Servient tenement as Grantor.

2. BUILDING CONSENT

Any Grantor, being a registered proprietor at the time of any part of the servient land, shall not commence or enter into any agreement for the construction of a residence (which is defines as a detached residential building designed for and occupied exclusively as one household unit for residential purposes only and which includes an integral garage or carport and other associated ancillary buildings, erections and site work such as sheds, fences, paths. Courtyard or driveways associated therewith in the part of the land being purchased ("the property") without first submitting the certified plans and specifications to the Clutha District Council ("the Council") for plan acceptance and obtaining from the Council written approval of such plans and specification ("plan Acceptance").

3. CONSTRUCTION TIMEFRAMES

An Owner shall not construct or erect on the property anything other than a residence, and must not use the property for any purposes other than construction, erection and occupation of a residence. The Owner shall commence construction of a residence on the property within 2 years of the date of possession as specified in the Agreement for sale and Purchase between the Developer and the Owner, and

If this annexure schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

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must after commencing construction continue through to completion with all reasonable speed and complete the construction of the residence within one (1) year from the date of the plan acceptance in strict accordance with the plans and specifications which are approved in accordance with the Clutha District Council. The Owner shall not permit any deviation from the said plans and specification without the written consent of the developer.

4. SECTION MAINTENANCE

a) The Owner shall ensure from the date of possession that the property is kept in a neat and tidy condition and maintained free from long grass, weeds, rubbish, builder's waste or other substances before, during and after the construction of any residence thereon. If while the property remains unoccupied the Owner fails to do so the developer may arrange for the property to be cleared and the Owner shall pay to the developer immediately upon demand the costs incurred by the developer together with interest thereon at a rate of 14 percent per annum daily from the date that such costs were incurred by the Owner.

b) The use of adjacent or abutting land for access and dumping of rubbish and waste concrete is strictly prohibited; provided however that the Owner or the Owner's builder may have access across any other land upon obtaining written approval from the developer.

c) The Owner is liable for any damage caused to roads or footpaths or to any adjoining land resulting from the construction of any residence on the property, and the developer must not be called upon by the Owner to repair any damaged roads or footpaths howsoever caused.

5. OCCUPATION OF RESIDENCE

Any residences constructed on the property shall not be occupied until all exterior claddings to the buildings comprised in the residence are completed and are fully decorated; a driveway of a minimum of hard fill has been laid; the grounds around the residence are levelled and prepared for the development of lawn and gardens.

6. BOUNDARY ADJUSTMENT

The Owner shall not alter the boundaries of the property whether by amalgamation, boundary adjustment or in any manner howsoever without first obtaining the consent in writing of the Developer.

7. RESTRICTIONS ON CONSTRUCTION

a) The Owner shall not use any part of the land for which a separate Certificate of Title has issued ("lot") for the construction of more than one residence.

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b) The Owner shall not:

- (i) Erect any buildings other than a new residential home on the lot.
- (ii) Erect any flats or other dwelling units which may be subject to a cross lease or registration under the Unit Trust Act 1972.
- (iii) Complete any further subdivision of the Lot.

c) The Owner may construct a Granny flat or unit for a family member subject to normal Territorial Authority consent.

8. BUILDING LINE RESTRICTIONS

a) The Owner shall not erect and buildings within a distance of four metres from any boundary fronting a road and within a distance of 1.8metres from any other boundary and otherwise within the indicated Building Platform.

b) The Owner shall not erect on any Lot any buildings or structure (other than a chimney) with a height which exceeds a maximum height of 5.6 metres measured from the average ground level of the Lot or as taken from the centerpoint of each Lot whichever is the lower height other than with the prior written approval of the Developer.

c) The Owner shall:

- (i) Immediately prior to commencing the construction of the any residence on the property construct an all-weather access crossing for the purpose of avoiding unsightly mud and rubbish being deposited on to the roads. Except where the access crossing is to be used as part of the driveway to the property the access crossing shall, on completion of the construction of any residence on the property, be removed by the Owner and the surface of the ground restored to its condition immediately prior to the laying of the access crossing.
- (ii) Before commencing the construction of any residence on the property construct a mud free hard stand loading pad for a distance of 5 metres from the boundary of the property into the property, and of a minimum width of 3.5 metres.
- (iii) In constructing the access crossing and loading pad the Owner shall ensure that no damage is caused to any existing berms and footpaths and the Owner hereby indemnifies the developer from any ensuing liability in respect of any damage.

d) The Owner shall ensure that no concrete trucks servicing any construction activities on the property dump concrete slurry on the land.

e) The Owner shall not permit any contractor, sub-contractor or employee ("the builders") to commence construction of the residence without first ensuring that the builders are familiar with the requirements of this clause and all other provisions relating to the construction of the residence, and that these provisions are complied with.

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a) Prior to the residence on the property being occupied for residential purposes or being offered for sale the Owner shall ensure that all boundary fences around the said property have been erected to the minimum standard set out in sub-clause (b) of this paragraph **provided that** the developer may in its sole discretion approve other fence designs and heights that do not comply with the minimum standards where those fences are incorporated into the overall architectural design of the residence and are in harmony with its cladding and do not detrimentally affect the street vista.

b) The boundary fencing standards comprise a pre-colour coated metal siding with matching metal cap. Vertical timber paling fixed onto timber posts and rails or landscaped post and wire fencing. Posts are to be set in concrete. No fence shall be more than 1.83 metres in height above the existing natural ground level.

c) It is recorded that the developer will not be required to assist the Owner with fencing of the Lot.

10. ROOF CLADDINGS

The minimum roofing standard for all buildings comprised in a residence are pre-coated or pre-coloured long run or pressed tile roofing products. The use of unpainted galvanised iron, zincalume or similar products will not be permitted.

11. EXTERIOR CLADDINGS/PAINTING AND DECORATING

a) Subject to sub-clause (d) herein, feature cladding such as kiln fired or concrete brick veneers, textured stuccos/coatings, stone, timber or pre-primed fibre cement weatherboard having a maximum finished width not exceeding 180mm and the feature cladding should be concentrated on the elevations visible to the street.

b) All buildings detached from the residence must comply with the above requirements and be in conformity with the residence.

c) All exterior surfaces not pre-coated or prefinished shall be painted or stained prior to the Owner occupying the residence or, where the residence is a spec home, prior to the residence being offered for sale.

d) Any weatherboard detailing shall include, as the preferred design, traditional box and scribe treatments to the corners and windows in conjunction with an appropriate use of colour.

e) Any residence which has an exterior finish in the form of flat cladding, poured concrete or similar shall have the surface of such materials textured in such a manner as to fully cover all the base material.

12. MINIMUM FLOOR AREA

A minimum ground floor area of that part of the residence that comprises the enclosed living areas of the residence (including any integral garaging), but excludes detached garages or carports and all other ancillary buildings and other improvements ("residential building") shall not be less than 100 square metres. Floor areas of less than 100 square metres are subject to the Developers approval.

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*Continue in additional Annexure Schedule, if required***13. DRIVEWAYS**

Driveways shall be constructed to a minimum standard of a hard-filled surface.

14. RECYCLED MATERIALS

The Owner shall not use on any lot any recycled or second hand materials in or for the construction or erection of a residence thereon **The Owner shall not use on any lot any recycled or second hand materials in or for the construction or erection of a residence thereon provided that in the case of any subsequent alteration, addition to or refurbishment of any such fully completed residence recycled or second hand materials may be used where the use of such materials result in the exterior appearance and architectural standards of the residence remaining in keeping with the exterior appearance and architectural standards of neighbouring residences.**

15. RELOCATABLE STRUCTURES

The Owner shall not place on any lot any relocated or transportable second hand or recycled building or structure. Transportable new homes require the developer's agreement.

16. DISREPAIR OF BUILDINGS

The Owner shall not allow on any lot any buildings or structures to become dilapidated or to fall into disrepair or allow any nuisance or disturbance to be caused to any owner or occupier of neighbouring residences.

17. TEMPORARY DWELLINGS

No temporary dwelling, caravan, shed, shipping containers or other equipment and materials may be brought on to or allowed to remain on the property either prior to a dwelling being constructed or following completion of the dwelling unless they are garaged or screened so as to preserve the neighbourhood amenities.

18. GRAFFITI

The Owner shall not allow to remain on any wall, fence, structure or building on the property any graffiti or similar disfiguring for more than 5 working days, from the date that such occurred or was brought to the notice of the Owner.

19. ANIMALS

The Owner may keep poultry up to a maximum of 4 hens (no roosters) and not breed for commercial purposes any animals or birds on the property, and shall have a maximum of 3 dogs or 3 cats.

20. TREES

Trees, shrubs and other plants shall not protrude beyond a graduated plan drawn at 3.0 metres in height from the legal boundary of the Lot to the ridge line of the dwelling constructed on the lot.

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21. SATELLITE DISH

As per the normal placement for clear reception.

22. INDEMNITY

The Owner agrees that it will at all times hereafter save harmless and keep indemnified the developer from all proceedings costs claims and demands in respect of any breached by the Owner of any covenants and restrictions hereinbefore on the Owner's part contained or implied.

23. ENFORCEMENT OF COVENANTS

The Developer shall not be required or obliged to enforce all or any of the covenants, stipulations and restrictions contained herein nor liable to the Owner for any breach thereof by any of the registered proprietors from time to time of the other Lots which are subject to the within or similar covenants.

24. DAMAGES FOR BREACH

A breach of any covenant or covenants shall not affect the validity of the other covenants.

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