

# View Instrument Details



**Instrument No** 9986771.3  
**Status** Registered  
**Date & Time Lodged** 22 April 2015 15:01  
**Lodged By** Belthazar, Jane  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
635464	South Auckland
635465	South Auckland

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**Annexure Schedule:** Contains 5 Pages.

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## 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 7279732.1 has consented to this transaction and I hold that consent

## Signature

Signed by Jane Belthazar as Grantor Representative on 08/06/2015 11:22 AM

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## 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 Jane Belthazar as Grantee Representative on 08/06/2015 11:23 AM

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

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

**2009/6229EF**  
**APPROVED**  
**Registrar-General of Land**

**Grantor**

Ross Gordon **BEECH**, Catherine Patricia **BEECH**, Michael James **BEECH** and Gregory Victor **MILLAR**

**Grantee**

Ross Gordon **BEECH**, Catherine Patricia **BEECH**, Michael James **BEECH** and Gregory Victor **MILLAR**

**Grant of Easement or *profit á 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) á 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
Building Line Restriction	C on DP 470369	Lot 2 DP 470369	Lot 1 DP 470369
Trees to be planted and maintained in perpetuity	D on DP 470369	Lot 2 DP 470369	Lot 1 DP 470369

**Easements or *profit(s) á 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 easements 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] [negative] [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 \_\_\_\_\_}~~

It is the Grantor's intention to create for the benefit of the Grantee, the restrictive covenants set out in Schedule A to the intent that:

1. The Servient Tenement shall be bound by the stipulations and restrictions set out herein; and
2. The Grantee and the registered proprietors and occupiers for the time being of the Dominant Tenement may enforce the observance of the Covenants against the registered proprietors for the time being of the Servient Tenement.

In order to bind the Servient Tenement and for the benefit of the Grantee and the owners of the Dominant Tenement, the Grantor hereby covenants and agrees in the manner set out in Schedule A so that the restrictive covenants run with the Servient Tenement for the benefit of the Grantee and the owners of the Dominant Tenement **PROVIDED HOWEVER:**

3. The Grantor will not be liable to the Grantee for any breach of the covenants by any other registered proprietors of the Servient Tenement; and
4. The Grantor shall as regards the stipulations and restrictions contained in the restrictive covenants be liable only in respect of the breaches which occur while the Grantor is the registered proprietor of the Servient Tenement.

5. **Land covenants to enure**

- 5.1. Unless otherwise stated herein, the Grantor for itself and its successors in title covenants and agrees with the Grantee for the benefit of the Dominant Tenement to always observe and perform all of the agreements, stipulations and restrictions set out in the covenants to the intent that they shall forever benefit the Dominant Tenement.

6. **Grantor's Covenants**

6.1. **Buildings**

6.1.1. The Grantor shall:

- (a) only build any buildings on the area marked "C" on Deposited Plan 470369;
- (b) only build 1 residential dwelling on the Servient Tenement and only in Area C with a maximum building size/footprint of 400m<sup>2</sup> or a maximum total floor area, if more than 1 level, of 550m<sup>2</sup> and maximum height of 8m; and
- (c) restrict rural utility buildings (including the existing buildings if they are retained) to a combined maximum building size/footprint of 220m<sup>2</sup> and maximum height of 6m.

6.2. **Trees to be Planted**

6.2.1. The Grantor will plant trees on the area marked "D" on Deposited Plan 470369 for the purposes of acting as a windbreak.

6.2.2. Trees planted in Area D are to be planted and maintained by the owner or owners for the time being of the Servient Tenement in perpetuity.

6.2.3. The trees to be planted on Area D shall be:

- (a) No more than 8m in height;
- (b) Maintained and pruned so as not to exceed 8m in height at any time; and
- (c) Leyland Cypress (*Cupressocyparis Leylandii*) which are the trees that are currently on the Servient Tenement and forming the shelter belt wind break on Area D; and
- (d) Any evergreen shelter belt tree or trees that will grow in the conditions of the area and withstand pruning to the top and sides should the trees currently forming the shelter belt wind break on Area D be replaced.

7. **Grantor's and Grantee's Covenants**

7.1. **Building**

7.1.1. The Grantor and the Grantee shall at all times comply with the following conditions:

- (a) Use only the following materials in the construction of any future building or buildings including rural utility buildings:
  - (i) Exterior cladding shall be in:
    - (1) brick veneer; or
    - (2) natural stone veneer; or
    - (3) plaster over brick veneer; or
    - (4) plaster over concrete block veneer; or
    - (5) plaster over lightweight concrete panels; or
    - (6) treated weatherboard; or
    - (7) Hardie's linea weatherboard; or
    - (8) treated plywood.
- (b) Notwithstanding clause 7.1.1, the Grantor and the Grantee agree that it is permitted for rural utility buildings to have an exterior cladding of powder-coated colour steel roll formed sheets.
- (c) Not to use any second-hand materials in the construction of any building or buildings.
- (d) All framing shall be constructed using treated timber or steel.
- (e) All windows shall be constructed using timber or aluminium joinery.
- (f) All exterior colours to roof and wall shall be environmentally friendly, non-glare low light reflective colours.
- (g) Not to bring onto, store, place, permanently or temporarily on the Servient or Dominant Tenements any relocate-able or temporary building or buildings or caravans or permit anyone to live in a relocate-able or temporary building or buildings or caravans on the Servient or Dominant Tenements.

#### 7.2 Completion of Buildings

7.2.1 All buildings shall be constructed and completed within 12 months from the date foundations are laid.

#### 7.3 Farming Activities

7.3.1 The Grantor and the Grantee shall not undertake the following activities on the Servient and Dominant Tenements:

- (a) any production in the nature of forestry;
- (b) activities that emit noise or unpleasant smells such as pig farming, poultry farming, dog kennels or cattery or breeding, motor-cross bike or other types of vehicle racing;
- (c) use or permit the Servient or Dominant Tenement to be used as a contractor's base for the operation of multiple use noisy, large vehicles or machinery;
- (d) use or permit the Servient or Dominant Tenement to be used for storing old vehicles, machinery or any other items of any nature whatsoever that is visually offensive.

#### 7.4 No Further Subdivisions

7.4.1 The Grantor and the Grantee shall not subdivide the Servient or Dominant Tenement into further lots.

#### 8 Breach of Covenants

8.1 If the Grantor or the Grantee does not meet the obligations implied or specified herein:

8.1.1 The party not in default may serve on the defaulting party written notice requiring the defaulting party to remedy the default within 7 working days from the date of the notice.

8.1.2 If at the expiry of 7 working days, the defaulting party has not remedied the default, the other party may at that party's election:

- (a) Remedy the default; and
- (b) For the purpose of remedying the default, enter into the land of the party in breach.

8.2 The party in default shall pay the other party the cost of preparing and serving the default notice, and in the event the breach is remedied in accordance with clause 8.1.2, the costs of remedying the default.

8.3 The other party shall be entitled to recover from the party in default all expenses and costs incurred in enforcing any default and all expenses and costs so incurred by the other party against the party in default shall constitute a debt due from the party in default to the other party which will be a charge against the party in default's land and recoverable as liquidated debt.