

View Instrument Details



Instrument No 8776371.9
Status Registered
Date & Time Lodged 27 May 2011 11:03
Lodged By Beer, Alison Mary
Instrument Type Easement Instrument



Affected Computer Registers Land District

547363	Nelson
547364	Nelson
547365	Nelson
547366	Nelson
547367	Nelson
547368	Nelson
547369	Nelson
547370	Nelson
547371	Nelson
547372	Nelson
547373	Nelson
547374	Nelson
547375	Nelson
547376	Nelson
547377	Nelson
547378	Nelson
547379	Nelson
547380	Nelson
547381	Nelson

Annexure Schedule: Contains 10 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 Christopher Colin Wright as Grantor Representative on 15/06/2011 11:54 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 ☒

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 Christopher Colin Wright as Grantee Representative on 15/06/2011 11:54 AM

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

Easement Instrument to Create Land Covenant
Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

Nelson

Barcode

Grantor

Surname(s) must be underlined or in CAPITALS

Lyll Augustus EDEN as to a ½ share and Dorothy Joan EDEN as to a ½ share

Grantee

Surname(s) must be underlined or in CAPITALS

Lyll Augustus EDEN as to a ½ share and Dorothy Joan EDEN as to a ½ share

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 a Land Covenant ~~and Fencing Covenant~~ (on pages 1-10 inclusive Annexure Schedule), with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this

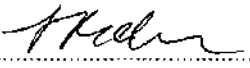

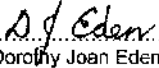
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
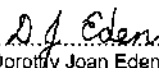
day of

May

2011

Attestation

 Lyall Augustus Eden	Signed in my presence by the Grantor	
	Signature of Witness: 	
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)	
	Witness name	
 Dorothy Joan Eden	Occupation	Christopher Colin Wright
Signature [Common Seal] of Grantor	Address	Solicitor NELSON

 Lyall Augustus Eden	Signed in my presence by the Grantee	
	Signature of Witness: 	
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)	
	Witness name	
 Dorothy Joan Eden	Occupation	Christopher Colin Wright
Signature [Common Seal] of Grantee	Address	Solicitor NELSON

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Transferee

Insert instrument type

Annexure schedule

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Easement Instrument

Annexure Schedule 1

Schedule A

Continue on additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenants as set out in Annexure Schedule 2 and Fencing Covenant as set out in Annexure Schedule 2	DP 440496	Lot 1 DP 440496 (547363) Lot 2 DP 440496 (547364) Lot 3 DP 440496 (547365) Lot 4 DP 440496 (547366) Lot 5 DP 440496 (547367) Lot 6 DP 440496 (547368) Lot 7 DP 440496 (547369) Lot 8 DP 440496 (547370) Lot 9 DP 440496 (547371) Lot 10 DP 440496 (547372) Lot 11 DP 440496 (547373) Lot 12 DP 440496 (547374) Lot 13 DP 440496 (547375) Lot 14 DP 440496 (547376) Lot 15 DP 440496 (547377) Lot 16 DP 440496 (547378) Lot 17 DP 440496 (547379) Lot 18 DP 440496 (547380)	Lot 1 DP 440496 (547363) Lot 2 DP 440496 (547364) Lot 3 DP 440496 (547365) Lot 4 DP 440496 (547366) Lot 5 DP 440496 (547367) Lot 6 DP 440496 (547368) Lot 7 DP 440496 (547369) Lot 8 DP 440496 (547370) Lot 9 DP 440496 (547371) Lot 10 DP 440496 (547372) Lot 11 DP 440496 (547373) Lot 12 DP 440496 (547374) Lot 13 DP 440496 (547375) Lot 14 DP 440496 (547376) Lot 15 DP 440496 (547377) Lot 16 DP 440496 (547378) Lot 17 DP 440496 (547379) Lot 18 DP 440496 (547380)

All signing parties and either their witnesses or solicitors must sign or initial in this box

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Covenant provisions (Continue in additional Annexure Schedule if required.)

The provisions applying to the specified covenants are those set out in Continuation of Annexure Schedule 1 below and Annexure Schedule 2.

Continue in additional Annexure Schedule, if required

Continuation of Annexure Schedule 1:

1. In this Instrument the following definitions are used:

"Grantor" means the registered proprietor of the servient land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantor;

"Grantee" means the registered proprietor of the dominant land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantee.
2. The Grantor when registered proprietor of the land formerly contained in Unique Identifier 178030 (Nelson Land Registry) subdivided the land into residential lots in the manner shown and defined on Deposited Plan 440496.
3. It is the Grantor's intention to create for the benefit the **Dominant Tenements** the Land Covenants set out in Annexure Schedule 2 over the **Servient Tenements** to the intent that the Servient Tenements shall be bound by the stipulations and restrictions set out in Annexure Schedule 2 and the owners and occupiers for the time being of the Dominant Tenements may enforce the observance of such stipulations and restrictions against the owners for the time being of the Servient Tenements.
4. So as to bind the Servient Tenements and for the benefit of the respective Dominant Tenements the Grantor HEREBY COVENANT AND AGREE with the Grantee in the manner set out in Annexure Schedule 2 so that the covenants run with the Servient Tenements for the benefit of the Dominant Tenements.
5. The Grantor and Grantee FURTHER COVENANT AND AGREE that Lyall Augustus Eden and Dorothy Joan Eden will not be liable because of any action they take or fail to take or for any default in any building erected on any of the Servient Tenements or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Dominant Tenements shall indemnify and keep indemnified the said Lyall Augustus Eden and Dorothy Joan Eden their successors and assigns (other than the successors in title after registration of a Transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this Instrument in respect of any parts of the Dominant Tenements which have been transferred by the said Lyall Augustus Eden and Dorothy Joan Eden to another registered proprietor.
6. The Grantor and Grantee FURTHER COVENANT AND AGREE that if any registered proprietor of the Servient Tenements should breach or fail to observe any of the land covenants referred to in Annexure Schedule 2 and without prejudice to any other liability of the registered proprietor of any of the Servient Tenements to any person having the benefit of the foregoing covenants, the said registered proprietor shall, upon written demand being made by any of the registered proprietors of the Dominant Tenements either:
 - (a) forthwith permanently remedy or remove such cause of the breach at the cost of the owner or occupier (whichever is in breach) on a full indemnity basis including all the Dominant Tenement owner's fees and charges for enforcing the remedies and dealing with any claims because of such breaches; or

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- (b) pay to the registered proprietors of the Dominant Tenements as liquidated damages the sum of \$100.00 per day for every day that such breach or non observance or non compliance continues from and after the date upon which written demand is made by the registered proprietors of the Dominant Tenements.

Annexure Schedule 2

Land Covenants

1. The registered proprietors of the Servient Tenements shall not:
 - (a) Subdivide any of the Servient Tenements. For the purposes of this paragraph "subdivide" shall have the same meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991. Any boundary adjustment that does not create a separate building site shall not be in breach of this condition.
 - (b) Erect or permit to be erected upon any of the Servient Tenements:
 - (i) Any dwelling except a single private dwelling house of not less than 150 square metres in gross floor area (including verandas and patios, garages and outbuildings).
 - (ii) Any corrugated metal fences, screens or roofs (except colour steel roofs or any similar quality colour coated corrugated iron roofing) of any lower grade roofing material more commonly used in industrial or commercial properties and further not utilise zincalume or similar steel cladding for more than 50% of the external cladding on any dwelling house.
 - (iii) Any pre-used dwelling, building or structure or any kitset type dwelling. No second hand building materials (excluding recycled bricks) are to be used in the construction of any dwelling or outbuilding or fences unless prior written approval from the Grantee is first obtained.
 - (iv) Any outbuilding other than buildings of a style and quality similar to the dwelling erected on that lot.
 - (v) Any dwelling that shall not be fully clad and roofed within 6 calendar months of the foundations being laid on the Servient Tenements. Nor shall the registered proprietors of the Servient Tenements permit or suffer on any of the Servient Tenements for any building in the course of construction to be left without substantial work being carried out for a period exceeding two months. The registered proprietors of the Servient Tenements shall ensure that construction is completed on any such building within 12 months from the commencement of work. Further, all underfloor areas of all dwellings and buildings are to be fully enclosed.
 - (vi) Any dwelling, building or structure of an "A" frame style construction.
 - (vii) Any glasshouse or tunnel house of such a design and construction and of such materials that shall cause glare or nuisance to any of the registered proprietors of the Dominant Tenements, unless such structure is located or screened to prevent such potential.

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Continue in additional Annexure Schedule, if required

- (c) Erect or permit to be erected upon Lots 2 – 6 (inclusive) on Deposited Plan 440496 any structure including dwellings, buildings, masts and aerials of any kind exceeding a height of 5.5 metres above the original ground level height of the relevant Servient Tenement. A plan of the original ground level is attached at Schedule B.
- (d) Erect or permit to be erected upon Lots 1, 7 – 18 (inclusive) on Deposited Plan 440496 any structure including dwellings, buildings, masts and aerials of any kind exceeding a height of 5.5 metres above the average ground level height of the relevant Servient Tenement.
- (e) Use any building erected on the Servient Tenements for any purpose of advertisement or exhibition with the exclusion of real estate agency signage for the sale of properties.
- (f) Permit or suffer any removal of soil from the Servient Tenements except as shall be necessary for the construction of buildings.
- (g) Permit any live hedge to grow on any of the Servient Tenements to a height in excess of 1.8 metres above ground level.
- (h) Bring on to, raise, breed or keep any animals or livestock on the Servient Tenements and buildings or structures thereon except to keep a maximum of 4 family domestic animals limited to 2 dogs and 2 cats unless prior written approval is given by the Grantee.
- (i) Allow any animal (including dogs and other domestic pets) to be kept in or about any of the Servient Tenements and buildings thereon which is likely to cause undue nuisance or annoyance to any of the registered proprietors of the Dominant Tenements or to detract from the subdivision as a whole. In particular and regardless of the foregoing the Grantor is not allowed to keep on any of the Servient Tenements or in any buildings or structures thereon any dog which in whole or part resembles the Pit Bull Terrier, Staffordshire Bull Terrier, Argentinean Dogo, Rottweiler or Doberman Pinscher breeds of dog.
- (j) Use the Servient Tenements or any land that is adjacent or abutting the Servient Tenements and footpaths for the dumping of excavated material or rubbish. The Grantor shall reinstate, 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 the Grantor's use of the land directly or indirectly through the Transferee's action or those of the Grantor's agents or invitees.
- (k) Use or permit the use of any of the Servient Tenements for any use other than private residential purposes to the intent that the Servient Tenements shall not be used for institutional residential purposes or as a hotel, motel hostel, lodge, guest house, boarding house, bed and breakfast, homestay type accommodation or for housing purposes by central or local government agencies or public or private health sector agencies.
- (l) Permit on any of the Servient Tenements any fence or hedge of a height greater than 1.2 metres above ground level within 4 metres of the road boundary or private right of way boundary of any of the Servient Tenements.

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- (m) Remove from the Servient Tenements any of the native trees as identified on the plan in Schedule C as points 100 – 109 inclusive, 111-13 inclusive, 129 – 140 inclusive, 1045 – 1048 inclusive, 1058, 1075 – 1077 inclusive and 1079 – 1089 inclusive, and 1830 and as more particularly defined and identified in the Schedule of Coordinates set out in Schedule C. Any such native trees that shall die from natural circumstances shall be replaced by the registered proprietor of the Servient Tenement on which it is located with indigenous native trees of a similar nature. The registered proprietors of the Servient Tenements expressly agree that should they consider any of the native trees have died, they shall, at their cost, obtain written confirmation from a suitably qualified arborist that the native tree has died prior to the native tree being removed and replaced.
 - (n) Object, oppose or support any objection to any resource consent application lodged by or on behalf of Lyall Augustus Eden and Dorothy Joan Eden in relation to the subdivision and development of any land owned by or for the benefit of the said Lyall Augustus Eden and Dorothy Joan Eden.
 - (o) Park or permit to be parked in the front yard of any of the Servient Tenements any motorhome, trailer, boat, caravan or vehicles of any kind other than the private cars owned by the registered proprietors of the Servient Tenements and their guests.
 - (p) Erect or place on the Servient Tenements any motor home, caravan, garage or shed and allow the same to be used for temporary or permanent residential use provided however that nothing herein shall preclude the placing of a builder's shed or sheds on the Servient Tenements during the construction period of a dwelling or other structure.
2. The Grantor, Lyall Augustus Eden and Dorothy Jean Eden, shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the Servient Tenements and any contiguous land of the Grantor, Lyall Augustus Eden and Dorothy Jean Eden, but this proviso shall not enure for the benefit of any subsequent purchaser or registered proprietor of the contiguous land.
 3. The Grantor covenants to maintain all of the Servient Tenements to an acceptable standard (in the Grantee's opinion) and shall not allow the Servient Tenements to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height the Grantee reserves the right to have the Servient Tenements mowed and the Grantor agrees to accept liability for such cost plus 50%.
 4. Lyall Augustus Eden and Dorothy Joan Eden reserve the right to vary, modify or waive any of the foregoing covenants provided that their reasonable expectations of standards for the subdivision of the land contained in DP 440496 are met.
 5. While the Grantee, Lyall Augustus Eden and Dorothy Joan Eden, remain registered as proprietors of at least a part of any of the Dominant Tenements, the Grantee, Lyall Augustus Eden and Dorothy Joan Eden, reserve the right to themselves (with the intent that this right does not enure to their successors in title) to waive or vary any of the conditions contained in clauses 1 – 5 (inclusive) of Annexure Schedule 2 of this Instrument.

AND IT IS HEREBY REQUESTED that these covenants be entered in the Register.

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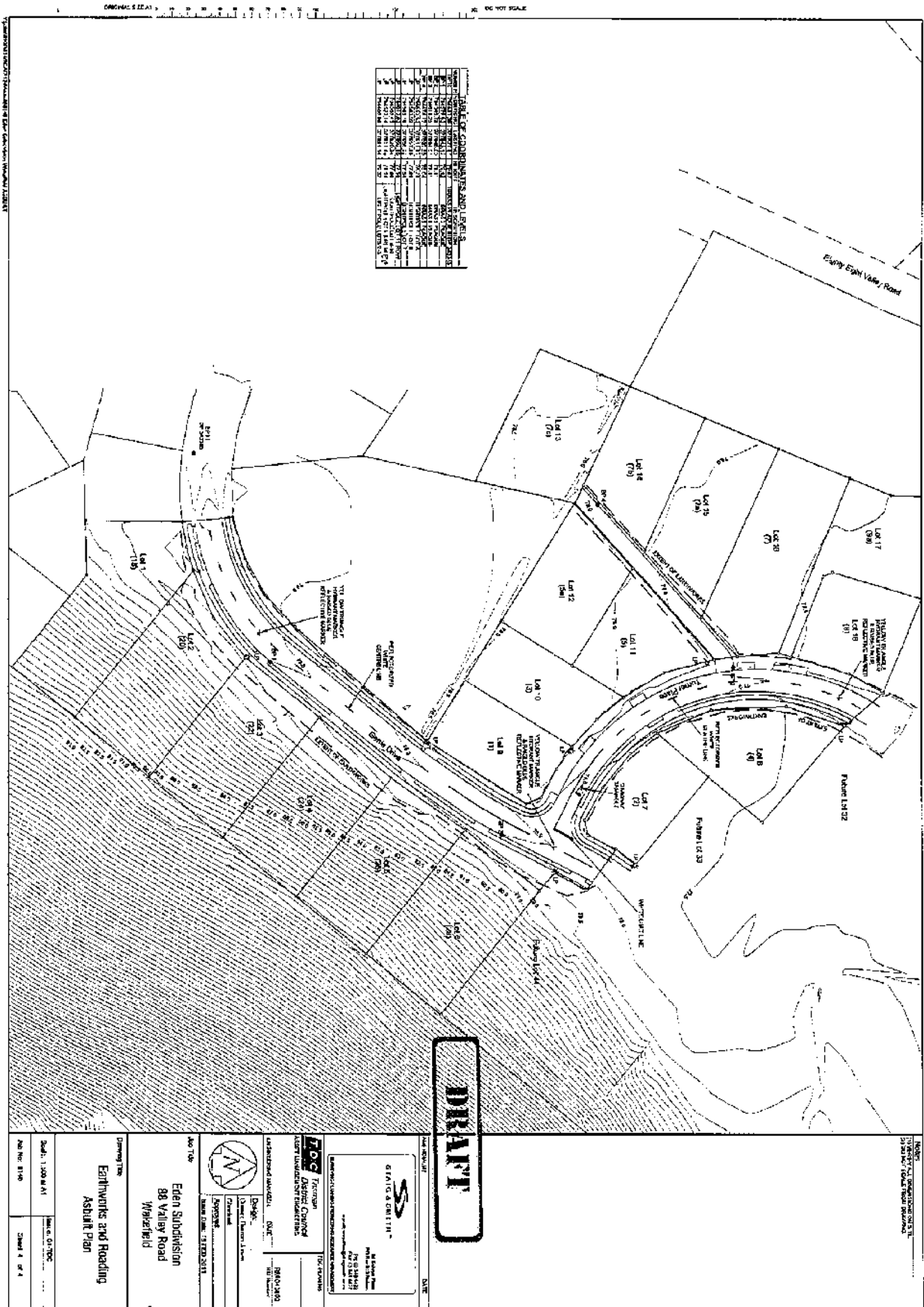
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Schedule B

All signing parties and either their witnesses or solicitors must sign or initial in this box

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Continue in additional Annexure Schedule, if required

Schedule C

Tree (Point Number)	Northing	Easting	Height
100	784614.2	377822.8	
101	784611.4	377825.2	
102	784612.5	377821.7	
103	784607.4	377825.5	
104	784607.5	377824.3	
105	784601.5	377820.9	
106	784606.9	377814.8	
107	784600.1	377814.1	
108	784595.8	377814.2	
109	784588.9	377808.3	
122	784657.3	377924.8	
123	784576.4	377970.1	
124	784561.3	377969.0	
125	784556.8	377972.6	
126	784567.8	377989.9	
127	784563.5	378003.9	
128	784569.0	378014.9	
129	784562.9	377848.0	
130	784560.1	377848.9	
131	784551.6	377845.2	
132	784548.9	377852.1	
133	784557.2	377853.0	
134	784553.0	377857.5	
135	784551.3	377861.2	
136	784547.1	377864.5	
137	784541.0	377869.1	
138	784540.2	377871.2	
139	784531.4	377878.2	
140	784533.2	377887.2	
1045	784557.2	377792.7	
1046	784558.8	377792.5	
1047	784558.1	377791.0	
1048	784562.2	377794.5	
1058	784572.8	377798.5	
1075	784553.8	377804.4	
1076	784557.4	377801.1	
1077	784577.5	377800.3	
1079	784571.1	377800.4	
1080	784560.3	377801.4	
1081	784569.7	377802.7	
1082	784563.5	377803.0	
1083	784568.6	377806.5	
1084	784567.7	377808.0	
1085	784569.0	377809.1	
1086	784576.1	377811.5	
1087	784576.1	377813.4	
1088	784577.8	377811.6	
1089	784584.3	377812.7	

