

View Instrument Details



Instrument No 8334824.1
Status Registered
Date & Time Lodged 13 November 2009 11:57
Lodged By Penny, Jennifer Shirley
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers Land District

| | |
|--------|--------|
| 399604 | Nelson |
| 399600 | Nelson |
| 399601 | Nelson |
| 399602 | Nelson |
| 399603 | Nelson |
| 399605 | Nelson |
| 399606 | 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 ☒

Signature

Signed by David Phillips as Grantor Representative on 13/11/2009 11:20 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 David Phillips as Grantee Representative on 13/11/2009 11:21 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)

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

HOLLYBUSH LIMITED and Jennifer Susan TURNER and Roger Alan TURNER

Grantee

HOLLYBUSH LIMITED and Jennifer Susan TURNER and Roger Alan TURNER

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

| Schedule A Purpose (Nature and extent) of easement; profit or covenant | Shown (plan reference) | Servient Tenement (Computer Register) | Dominant Tenement (Computer Register) or in gross |
|---|------------------------|---|---|
| Land Covenants as set out in Annexure Schedule 2 | | Lots 1 - 2, 39 and 40 - 43 DP 400256 | Lots 1 - 2, 39 and 40 - 43 DP 400256 |

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]~~

[Annexure Schedule 2]

Annexure schedule

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Continue in additional Annexure Schedule, if required

ANNEXURE SCHEDULE 2

Land Covenants

(a) The registered proprietor of any lot subject to this restrictive covenant will not at any time from the date of the Transfer of the lot to him erect or permit to be erected on the lot subject to the restrictive covenant:-

- a.1 Any more than one single unit dwelling and associated outbuildings
- a.2 A dwelling with an internal floor area of less than 130m² excluding any garaging, carports, decking, roof overhangs, outbuildings, patios, pergolas and other outdoor living areas.
- a.3 Any outbuilding (including external garaging) other than buildings of a style and quality similar to the dwelling erected or to be erected on the Lot.
- a.4 Any dwelling building or other structure within an external wall finished cladding other than kiln fired or concrete brick, stucco textured finish, stone, split block, stucco, natural timber or texture coated polystyrene.
- a.5 Any dwelling, building or structure of an "A" frame style or construction.
- a.6 Any pre-used dwelling, building or structure or any dwelling building or structure constructed of pre-used or second hand materials.
- a.7 Any temporary building or structure, or any building or structure or contrivance intended for temporary residential accommodation.
- a.8 Any dwelling, building or structure using pole foundations where the poles are not fully enclosed.
- a.9 Any outbuilding, building or structure which is not of a design, colour or exterior cladding matching the design, colour or exterior cladding of the dwelling to which it relates.
- a.10 Any letter box not in keeping with the general standard of the subdivision and design of the dwelling.
- a.11 Any boundary fence encompassing the front yard (including any road boundary

Annexure schedule

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Continue in additional Annexure Schedule, if required

fence) exceeding a height of 1.3 metres above finished ground level of the lot the subject of this Agreement; nor any boundary fence encompassing the backyard (including any road boundary fence) exceeding a height of 1.83 metres above the finished ground level of the lot the subject of this Agreement, and not to erect or allow to be erected any fence constructed of cement board, sheets or panels, corrugated iron, post and wire or other metal construction. The ground level for the purposes of measuring height pursuant to this clause shall be the level prior to any excavation or filling of land, other than that undertaken at the time of subdivision to prepare the lot.

- a.12 Not to bring onto, raise, breed or keep any animals or livestock on the lot the subject of this Agreement or in any building, provided that keeping up to 3 animals limited to dogs, cats, caged birds housed within the dwelling (but not to include roosters or cockerels), pet mice or guinea pigs and gold fish shall not be in breach of this restriction.
- a.13 Any dwelling, building or other structure painted in other than recessive and non reflective colours.
- (b) The Registered Proprietor of the lot will not, for a period of 21 years from the date of transfer to him, subdivide the lot. For this purpose the term "subdivide" shall have the same meaning as "subdivision of land" defined in Section 218 of the Resource Management Act 1991.
- (c) The Registered Proprietor of the lot shall not use or permit to be used the lot (or any part of it) for any trading or commercial purpose which by reason of noise, smell, visual appearance, or any other reason unreasonably detracts from the use and enjoyment of a dominant lot by the owners or occupiers thereof, or use the servient lot for institutional residential purposes or as a hostel, lodge, or boarding house. For the purposes of this clause "institutional residential purposes" shall include the use for the property for housing purposes by central or local government agencies, public or private health sector agencies, or public or private retirement care providers, or public or private educational providers.
- (a) The Registered Proprietor of the lot will not suffer, permit or allow rubbish or waste material to accumulate on any of the lots or allow any of the lots to become untidy or unsightly.
- (b) The Registered Proprietor of the lot will not permit or suffer, permit or allow recreational or commercial vehicles or trailers to be regularly located on the street or footpath, nor in front of the building or any dwelling on any Lot.

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Continue in additional Annexure Schedule, if required

- (c) The Registered Proprietor of the lot will keep and maintain the lot in a neat and tidy condition and prevent it from becoming unsightly, as well as the Council owned road frontage of the land from the possession date.
- (d) The use or adjacent or abutting land and footpaths for access and dumping of rubbish is strictly prohibited.
- (e) The Registered Proprietor of the lot shall reinstate, replace or be responsible for all costs arising from damage to other lots, the landscape, roading, footpaths, curbs, concrete or other structures in the subdivision arising from the use of the land directly or indirectly through the registered proprietors' actions or those of his agents, servants, invitees or work people.
- (f) The Registered Proprietor will not interfere with or remove any survey pegs or markers on the lot and in the event that the registered proprietor (or his agents, workmen, contractors, guests or invitees do so, the registered proprietor will reimburse the vendor hereunder for all costs and expenses in having such pegs or markers replaced by a registered surveyor.
- (g) The Registered Proprietor shall complete any building on the lot within 12 months of commencement of laying down the foundations and within 15 months of laying down the foundations, complete all ancillary work such as fencing and landscaping and will within that 15 months period construct in a proper and tradesman like manner a driveway or vehicle access in a permanent continuous surfacing of concrete, paving or tar-sealing.
- (h) The Registered Proprietor shall not erect any dwelling building or other structure on the lot unless the approval of Hollybush Limited or its nominee in writing has first been had and obtained. In the event that request is made accordingly for approval and such approval is neither given nor declined within a period of 30 days after presentation of the plans for the buildings or other structures proposed to the said Hollybush Limited, then such approval shall be deemed to have been given. If such approval is given or deemed to be given, then the Registered Proprietor of the lot shall not depart from the plans presented for approval when constructing the buildings or other structures proposed.
- (i) The Vendor will not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any lot or at all as a result of these covenants or otherwise and the Registered Proprietor for the time being of the lot and the Dominant Lots shall indemnify and keep indemnified the vendor and its

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legal successors (other than successors in title after registration of a Memorandum of Transfer to the purchaser hereunder) from any costs, claims, suits, demands, liabilities actions or proceedings or otherwise arising out of or by virtue of a transfer of the lot to a Registered Proprietor.

These covenants are registered on the Title referred to in respect to the property being sold herein.