

View Instrument Details



Instrument No 8935032.12
Status Registered
Date & Time Lodged 06 December 2011 12:00
Lodged By Holden, Sian Rhiannon
Instrument Type Easement Instrument



Affected Computer Registers Land District

554789	Nelson
554790	Nelson
554791	Nelson
554792	Nelson
554793	Nelson
554794	Nelson
554795	Nelson
554796	Nelson
554797	Nelson
554798	Nelson
554799	Nelson
554800	Nelson
554801	Nelson
554802	Nelson
554803	Nelson
554804	Nelson
554805	Nelson
554806	Nelson
554807	Nelson
554808	Nelson
554809	Nelson
554810	Nelson
554811	Nelson
554812	Nelson
554813	Nelson
554814	Nelson
554815	Nelson
554816	Nelson
554817	Nelson
554818	Nelson
554819	Nelson
554820	Nelson
554821	Nelson
554822	Nelson
554823	Nelson
554824	Nelson
554825	Nelson
554826	Nelson
554827	Nelson
554828	Nelson
554829	Nelson

Affected Computer Registers	Land District
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554830

Nelson

554831

Nelson

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

Signature

Signed by Sian Rhiannon Holden as Grantor Representative on 06/12/2011 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

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 Sian Rhiannon Holden as Grantee Representative on 06/12/2011 11:54 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

WAHANGA (2011) LIMITED

Grantee

WAHANGA (2011) 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) DP 443566	Servient Tenement (Computer Register) DP 443566	Dominant Tenement (Computer Register) or in gross
As set out in Annexure Schedule		Lot 1 (CT 554789)	Lots 2-43
		Lot 2 (CT 554790)	Lot 1, Lots 3-43
		Lot 3 (CT 554791)	Lot 1, 2, Lots 4-43
		Lot 4 (CT 554792)	Lots 1-3, Lots 5-43
		Lot 5 (CT 554793)	Lots 1-4, Lots 6-43
		Lot 6 (CT 554794)	Lots 1-5, Lots 7-43
		Lot 7 (CT 554795)	Lots 1-6, Lots 8-43
		Lot 8 (CT 554796)	Lots 1-7, Lots 9-43
		Lot 9 (CT 554797)	Lots 1-8, Lots 10-43
		Lot 10 (CT 554798)	Lots 1-9, Lots 11-43
		Lot 11 (CT 554799)	Lots 1-10, Lots 12-43
		Lot 12 (CT 554800)	Lots 1-11, Lots 13-43
		Lot 13 (CT 554801)	Lots 1-12, Lots 14-43
		Lot 14 (CT 554802)	Lots 1-13, Lots 15-43
		Lot 15 (CT 554803)	Lots 1-14, Lots 16-43
		Lot 16 (CT 554804)	Lots 1-15, Lots 17-43
		Lot 17 (CT 554805)	Lots 1-16, Lots 18-43
		Lot 18 (CT 554806)	Lots 1-17, Lots 19-43
		Lot 19 (CT 554807)	Lots 1-18, Lots 20-43
		Lot 20 (CT 554808)	Lots 1-19, Lots 21-43
		Lot 21 (CT 554809)	Lots 1-20, Lots 22-43
		Lot 22 (CT 554810)	Lots 1-21, Lots 23-43
		Lot 23 (CT 554811)	Lots 1-22, Lots 24-43
		Lot 24 (CT 554812)	Lots 1-23, Lots 25-43
		Lot 25 (CT 554813)	Lots 1-24, Lots 26-43

Schedule A (continued)

Purpose (Nature and extent) of covenant	Shown (plan reference) DP 443566	Servient Tenement (Computer Register) DP 443566	Dominant Tenement (Computer Register) or in gross
As set out in Annexure Schedule		Lot 26 (CT 554814) Lot 27 (CT 554815) Lot 28 (CT 554816) Lot 29 (CT 554817) Lot 30 (CT 554818) Lot 31 (CT 554819) Lot 32 (CT 554820) Lot 33 (CT 554821) Lot 34 (CT 554822) Lot 35 (CT 554823) Lot 36 (CT 554824) Lot 37 (CT 554825) Lot 38 (CT 554826) Lot 39 (CT 554827) Lot 40 (CT 554828) Lot 41 (CT 554829) Lot 42 (CT 554830) Lot 43 (CT 554831)	Lots 1-25, Lots 27-43 Lots 1-26, Lots 28-43 Lots 1-27, Lots 29-43 Lots 1-28, Lots 30-43 Lots 1-29, Lots 31-43 Lots 1-30, Lots 32-43 Lots 1-31, Lots 33-43 Lots 1-32, Lots 34-43 Lots 1-33, Lots 35-43 Lots 1-34, Lots 36-43 Lots 1-35, Lots 37-43 Lots 1-36, Lots 38-43 Lots 1-37, Lots 39-43 Lots 1-38, Lots 40-43 Lots 1-39, Lots 41-43 Lots 1-40, Lots 42-43 Lots 1-41, Lot 43 Lots 1-42

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 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 B

WAIMEHA ESTATE

RESTRICTIVE COVENANTS

Building:

1. The Grantor shall not construct, erect or place or permit to be constructed, erected or placed on the relevant Servient Tenement ("the Property"):
 - a.
 - (i) Any building, structure or improvements without first obtaining the written approval of Wahanga (2011) Limited ("Wahanga") (or its nominated representative) to the final building plans and specifications (and where appropriate, in the same form as intended to be submitted to the Territorial Authority for a building consent) and such specifications shall include full details of all exterior colour schemes and finishes and details of fences, driveways and front yard landscaping.
 - (ii) Wahanga's approval shall be entirely at Wahanga's discretion in all respects provided however that should Wahanga (or its nominated representative) fail to approve or disapprove such plans and specifications within 20 working days of receipt of the same, then it shall be deemed to have approved the same. The Grantor shall not apply for a building consent until such time as Wahanga's approval, whether deemed or otherwise, has been obtained.
 - (iii) Wahanga shall be entitled to serve an injunction notice on the Grantor to cease all work if the Grantor shall commence any construction work without having first obtained the approval of Wahanga in accordance with this clause.
 - (iv) The obligation to obtain the approval of Wahanga (or its nominated representative) pursuant to this clause shall expire ten (10) years after the date of registration of the transfer of the Property by Wahanga to the Grantor, but shall not release the Grantor from its obligations to comply with these covenants.
 - b. More than one single residential dwelling and other building improvement associated with a single residential dwelling.
 - c. Any dwelling, building or structure of an A-frame style or construction.
 - d. Any dwelling, building or structure using pole foundations.
 - e. Any dwelling that is a single rectangle.
 - f. Any building or structure that does not contain at least one roof break or one full valley in its roofline or that has a roof with a pitch of less than 20 degrees.
 - g. Any relocated, transportable, kit-set or used dwelling, building or structure provided that:
 - (i) One prefabricated (but not pre-used) garden shed which is adequately screened from neighbouring properties may be placed on the Property; and

- (ii) Builders sheds or other similar buildings required during construction of any dwelling may be placed on the Property during such construction, but must be removed on completion of such construction.
- h. Any dwelling, building or other structure with an external wall cladding of:
 - (i) galvanised iron, zincalume or metallic cladding material unless such cladding material has a proprietary coating system and the area of which does not exceed 20% of the total area of the external walls of the dwelling, building or other structure; or
 - (ii) any sheet material (e.g. fibre cement sheet, Hardiplank or other Hardie sheet or Hardie cladding product) unless such material has a proprietary finishing system applied or is properly sealed and painted, and the area of which does not exceed 20% of the total area of the external walls of the dwelling, building or other structure; or
 - (iii) any PVC, plastic or materials coated in PVC or plastic; or
 - (iv) any pre-used building materials; or
 - (v) any board and batten or plywood; or
 - (vi) any other building material which in the opinion of Wahanga (or its nominated representative) detracts from the good quality of the subdivision and the local housing standard.
- i. a dwelling, building or other structure with a roof cladding of preformed rolled steel, whether unpainted or painted, provided that Coloursteel products or products of a similar construction painted or coated in manufacture shall not be in breach of this restriction.
- j. Any fence constructed of galvanised iron or unpainted corrugated iron, any used material, or any other material or in a style which detracts from the good quality of the subdivision and the local neighbourhood standard.
- k. Any boundary fence encompassing the front yard of any Property including any road boundary fence exceeding a height of 1.2m above ground level.
- l. Any building that has windows, doors or sky-lights so placed that the privacy of any neighbouring dwelling is unreasonably affected.
- m. Any outbuildings other than outbuildings of a style similar to the dwelling erected or to be erected on the Property.
- n. Any dwelling that does not include an attached fully enclosed garage, such garage to be constructed and completed at the same time as the construction and completion of the dwelling and to be constructed and completed in similar materials to that of the dwelling.
- o. Any building that exceeds a height of six (6) metres above the ground level. For the purposes of this clause the height shall be measured between the highest point of the building and the ground level immediately below that point and the ground level shall be the level existing as at the date of the transfer of the Property from Wahanga.

2. The Grantor shall complete construction of any building, structure or improvement on the Property within 12 months of commencing work on any such building, structure or improvement and the Grantor shall not allow:
 - (i) a period of more than three (3) months to elapse without substantial work being carried out once such work has commenced;
 - (ii) in the case of a dwelling, the dwelling to not be fully clad and roofed by the date that is five (5) months from the date the foundations for that dwelling are laid.
3. The Grantor shall not reconstruct, alter, add to, renovate or refurbish any building, structure or other improvement on the property which results in such building or structure no longer being of a standard commensurate with the exterior appearance and architectural standard of the properties in the subdivision or being in breach of these covenants.
4. The Grantor shall not allow any masts, aerials, other structures, trees or shrubs to exceed a height of seven (7) metres above the average ground level of the Property or six (6) metres above the height of the Property at any particular point.

Maintenance:

5. The Grantor shall not:
 - a. Allow any building or structure on the Property to become dilapidated or to fall into disrepair and shall not allow any nuisance or unreasonable disturbance to be caused to any owner or occupier of neighbouring properties.
 - b. Move, damage or remove any survey pegs or markers on the Property and in the event of any breach of this restriction, the Grantor shall, at their cost, have such pegs or markers replaced by a registered surveyor and if the Grantor shall not comply with this covenant within 30 days of being requested to do so by the Grantee, then the Grantee shall have the right to instruct a registered surveyor to replace such pegs and markers and the Grantor shall be liable for all associated costs.
 - c. Allow the property to become littered, overgrown or unsightly to the intent that the Property shall be maintained in a neat and tidy condition (including not allowing grass to grow to a height greater than 100 millimetres), nor allow any noxious weeds (including gorse, blackberry or ragwort) to grow on the Property.
 - d. Except when building operations are in progress, allow any trade vehicle, trade equipment or materials, debris, rubbish or any vehicle of any unsightly nature to be brought onto or remain on the Property unless the same is adequately garaged or screened so as not to be visible to or to cause any offence to neighbouring properties and to preserve the amenity of the subdivision.

Activity/Use of Property:

6. The Grantor shall not occupy nor allow any dwelling constructed on the Property to be occupied until the dwelling has been completed in accordance with the requirements of the local authority nor will the Grantor allow any temporary

structures, vehicles, caravans, tents or other similar accommodation to be used for temporary residential purposes prior to the completion of the dwelling.

7. The Grantor shall not store, or allow to be stored, any caravan, motor home, craft, trailer, recreational vehicle, trade vehicle or other equipment or machinery in front of the dwelling or within five (5) metres of the Property boundary or any road, unless the same is garaged or adequately screened so as to preserve the amenities and standard of the subdivision. Short-term parking by visitors and trade people of vehicles in daily use will not be in breach of this provision.
8. The Grantor shall not permit any caravan to be kept on the Property for temporary accommodation.
9. The Grantor shall not allow any live stock, animals or beehives to be brought onto or kept on the Property other than normal household domestic pets (and the term "household domestic pets" does not include livestock such as pigs, goats, horses, sheep, chickens, roosters, pigeons, peacocks or any animal which may cause a nuisance to owners or occupiers of other properties in the subdivision) and in particular, the Grantor shall not keep or allow to be kept on the Property any dog which is generally recognised as being an aggressive breed and which may cause a risk to owners or occupiers of other properties in the subdivision (e.g. Pit-bull terrier, Rottweiler and Doberman Pincher).
10. The Grantor shall not carry out nor permit to be carried out on the Property any activity which does not comply with the Nelson City Council permitted activities in a Residential Zone provided however that this clause shall not apply to the use of the property for the purposes of a builders show home (and ancillary builders office) for a period of no more than two years from the date of completion of such show home.
11. The Grantor shall not use or permit the use of the property for institutional residential purposes or as a hostel, lodge or boarding house. 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 centre agencies, public or private retirement care providers or public or private educational providers.
12. The Grantor shall not for a period of ten (10) years from the date of transfer of the property by the Vendor subdivide the Property and the term "subdivide" shall have the same meaning as "subdivision of land" defined in Section 218 of the Resource Management Act 1991.

General:

13. Any difference or dispute between any parties regarding the interpretation of these covenants or as conferred by such covenants shall be referred at the request of either party to the arbitration of a single arbitrator on the following terms:
 - a. The arbitrator is to be jointly agreed upon by the parties;
 - b. If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, then the arbitrator shall be appointed by the President of the

Nelson District Law Society for the time being and such nomination will bind the parties;

- c. The reference is a reference to a single arbitration under the Arbitration Act 1996;
 - d. The arbitrator's decision shall be final and binding on both parties and may include an order for costs, an order for enforcement and interest on monies payable;
 - e. The parties will not resort to litigation except for the purposes of enforcing this clause.
14. Wahanga 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 of the properties 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 Wahanga and its legal successors (other than successors in title after registration of a transfer from Wahanga to a subsequent owner) from any costs, claims, suits, demands or liabilities arising out of or under these covenants.
15. The beneficiaries of the foregoing covenants shall have the power to require:
- a. any person breaching the covenant to pay liquidated damages of \$100.00 for each day that a breach or non-observance continues to the person making the demand from the date written demand is made;
 - b. the removal of any pre-used dwelling, building or other structure constructed or placed on the Property in breach of the non-observance in the restrictive covenants; and/or
 - b. the replacement of any building materials used or permitted to be used in breach or non-observance of the restrictive covenants.
16. If any of the restrictions contained in these Restrictive Covenants shall be deemed to be unenforceable or void for any reason, then that particular provision shall be deemed to be deleted from the terms of these Restrictive Covenants to the intent that the balance of the covenants will remain unaffected and enforceable.

Fencing:

17. Wahanga shall not be liable to erect or maintain or contribute towards the costs of any dividing fence or boundary fence or part thereof between the Property and any adjoining land, but this provision shall not inure for the benefit of any Grantor of such adjoining land.