View Instrument Details

Instrument No	9254472.8
Status	Registered
Date & Time Lodged	29 November 2012 13:15
Lodged By	Chisnall, Victoria Jane
Instrument Type	Easement Instrument

Affected Computer Registers	Land District
541747	Nelson
541748	Nelson
541749	Nelson
541750	Nelson
541751	Nelson
541752	Nelson
541753	Nelson
541754	Nelson
541755	Nelson
541756	Nelson
541757	Nelson
541758	Nelson
541759	Nelson
541760	Nelson
541761	Nelson
541762	Nelson
541763	Nelson

Annexure Schedule: Contains 7 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 Victoria Jane Chisnall as Grantor Representative on 29/11/2012 01:14 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 ☑

© Copyright: Land Information New Zealand

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 Victoria Jane Chisnall as Grantee Representative on 29/11/2012 01:14 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)

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

CDL LAND NEW ZEALAND LIMITED

Grantee

CDL LAND NEW ZEALAND 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, profit~~ or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) ~~or in gross~~
Land Covenants	All references to Servient and Dominant Tenements (Lots) are references to to Lots on DP 438566	Lot 9 CT 541747 Lot 10 CT 541748 Lot 11 CT 541749 Lot 12 CT 541750 Lot 13 CT 541751 Lot 15 CT 541752 Lot 16 CT 541753 Lot 17 CT 541754 Lot 18 CT 541755 Lot 19 CT 541756 Lot 20 CT 541757 Lot 21 CT 541758 Lot 22 CT 541759 Lot 23 CT 541760 Lot 24 CT 541761 Lot 25 CT 541762 Lot 79 CT 541763	Lots 10-13, 15-25 and Lot 79 Lot 9, Lots 11-13, 15-25 and Lot 79 Lots 9-10, 12-13, 15-25 and Lot 79 Lots 9-11, 13, 15-25 and Lot 79 Lots 9-12 15-25 and Lot 79 Lots 9-13, 16-25 and Lot 79 Lots 9-13, 15, 17-25 and Lot 79 Lots 9-13, 15-16, 18-25 and Lot 79 Lots 9-13, 15-17, 19-25 and Lot 79 Lots 9-13, 15-18, 20-25 and Lot 79 Lots 9-13, 15-19, 21-25 and Lot 79 Lots 9-13, 15-20, 22-25 and Lot 79 Lots 9-13, 15-21, 23-25 and Lot 79 Lots 9-13, 15-22, 24-25 and Lot 79 Lots 9-13, 15-23, 25 and Lot 79 Lots 9-13, 15-25 and Lot 79 Lots 9-13 and 15-25

~~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 Page 3 of 7 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

CDL LAND NEW ZEALAND LIMITED - WASHBOURN SUBDIVISION - STAGE 3

1.0 **Land Covenants ("Covenants")**

1.1 The Grantor and the Grantee wish to protect the building and visual concepts and standards and integrated appearance of Grantor's subdivision shown on DP 438566 (together with further stages) as a whole. To achieve this, the Grantor hereby covenants with the Grantee, as registered proprietors, as set out below and hereby requests that such covenants be noted against all the titles having the benefit and those having the burden of these Covenants.

1.2 These Covenants shall:

1.2.1 Run with and bind each of the titles to Lots 9-13, 15-25 and Lot 79 DP 438566 being titles 541747-541763 inclusive.

1.2.2 Be for the benefit of and appurtenant to each of the titles to Lots 9-13, 15-25 and Lot 79 DP 438566 and [remaining stages].

1.3 For the purposes of binding the Servient Lots for the benefit of the respective Dominant Lots the Grantor COVENANTS AND AGREES in the manner set out in Schedule B so that the Covenants run with the Servient Lots for the benefit of the respective Dominant Lots as described in Schedule A.

Schedule B

1.0 **Covenants**

2.1 The registered proprietor of any Servient Lot described in Schedule A hereto ("the registered proprietor") shall:

2.1.1 Not erect a dwelling with a floor area (excluding garage, carports and decking) of less than 120 m^2 (taken over all of the framing plate not over the foundation) and it shall be constructed to a shape other than a simple rectangle containing at least one roof break or full valley in the roof. Two storied dwellings are permitted provided that the ground floor area (measured as provided in this clause) is not less than 110m^2 (including garage) and with a minimum of two bedrooms on the first floor. The registered proprietor of Lots 12, 13, 18, 24 and 25 may apply to the Grantee to reduce these minimum floor areas and any such application may be granted or declined by the Grantee at its sole discretion.

2.1.2 No dwelling shall be built using pole type foundations unless the poles are fully screened or covered with a material which has first obtained the Grantee's written approval. No dwelling shall be constructed with any secondhand or used exterior cladding and no dwelling shall be constructed with less than 80% of the ground floor exterior cladding in any of the following materials:

Kiln fired or concrete brick.
Stucco textured finish.

Annexure Schedule Page 4 of 7 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

Stone.
Timber weatherboards.
Metal laminate on timber.
Any other exterior cladding material for which the registered proprietor has obtained the Grantee's written consent.

All upper floor materials must be approved and any exterior that is in the form of flat cladding, concrete block, poured concrete or similar shall have textured the same in such a manner as to fully cover the base material.

2.1.3 No work for the erection of improvements (whether the same be for buildings, accessory buildings or fences and this shall also include exterior finishes and excavation of foundations upon the Servient Lot) shall be commenced unless the plans and specifications and all other details of construction and finish as the Grantee at the Grantee's absolute discretion may require have first been submitted to the Grantee and have received the Grantee's written approval which approval shall not be unreasonably withheld where the Grantee is satisfied that the dwelling and other improvements will comply with the terms of clauses 2.1.1 and 2.1.2 of these Covenants and the overall spirit of the covenants. The registered proprietor shall not erect or permit to be erected any improvement upon the Servient Lot not first approved by the Grantee in terms of this clause but the requirement for such written approval shall expire 7 years after the date of the deposit of DP 438566 in Land Information New Zealand.

2.1.4 Not use any metal clad roofing that has not been factory pre-painted, nor any roofing material which will create a glare offensive to adjoining property owners.

2.1.5 No more than one dwelling house plus ancillary buildings will be erected on the Servient Lot. The Servient Lot shall not be subdivided (as defined in the Resource Management Act 1991 or in any modification, amendment and re-enactment) and the title for the Servient Lot shall not be amalgamated with another title provided that the registered proprietor of Lots 12, 13, 24 and 25 may apply to the Grantee for approval to carry out a subdivision, or amalgamation with another title and any such application may be granted or declined by the Grantee at its sole discretion.

2.1.6 No fence will be constructed using secondhand material, corrugated iron or post and wire or exceed 1.8 metres in height above and natural ground level.

2.1.7 In order to enhance the quality and appearance of buildings within the subdivision, any attachment to buildings on the lot (including, but not limited to, telephone aerials and solar hot water panels) shall be constructed in such a way as to be discreetly integrated with the design of such buildings so that they are not highly visible from any road, thoroughfare or adjacent property.

2.1.8 Any building must be completed within 9 months of laying down the foundations for such building and no building once under construction shall be left without substantial work being carried out for a period exceeding three months and further the driveway shall be completed with a solid running course within six months of completion of the dwelling.

Annexure Schedule

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

2.1.9 No building other than a new residential home shall be erected or, if a relocatable home, it shall only be a show home which has not been previously lived in. If required a garage or two garages or such other building normally appurtenant to a residential home shall be permitted provided that any garage shall form part of the roof and be permanently attached to the dwelling house.

2.1.10 No temporary building or structure shall be erected on the Servient Lot except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the Servient Lot upon completion of the work.

2.1.11 Not allow the removal of soil from the Servient Lot except as shall be necessary for the construction of approved buildings.

2.1.12 Reinstate, replace and be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, burm, concrete or other structures in the subdivision arising from the registered proprietors or their agents and invitees direct or indirect use of the Servient Lot.

2.1.13 From the date of this instrument, the registered proprietor will keep the Servient Lot in a neat and tidy condition and shall not permit excessive growth of grass so that it becomes long and unsightly. The registered proprietor shall also keep and maintain the local authority owned road frontage adjacent to the lot in a neat and tidy condition from the possession date.

2.1.14 Not call upon the Grantor to erect or contribute towards the cost of erection or repair of any boundary fence or dividing fence between the Servient Lot and any other property owned by the Grantor, but this provision shall not enure for the benefit of any subsequent purchasers of the said property.

2.1.15 Not use the Lot in any way which in the opinion of the Grantor detrimentally affects the amenities of the neighbourhood including permitting noise to escape from the Lot which is likely to cause offense or a nuisance to other occupiers in the subdivision.

2.1.16 The Grantor shall not carry out nor permit to be carried out on the Lot any activity which does not comply with Tasman District Council permitted activities in a residential zone (provided that this clause shall not apply to the use of the property for the purposes of a builder's show home (and ancillary builder's office) for a period of no more than 2 years from the date of completion of such home).

2.1.17 The Grantor shall not allow any animal (including dogs and other household domestic pets) to be kept in or about the Lot (land or building) that is or is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular, not to allow on or about the property any dog which in whole or part resembles any of the pit bull terrier, rottweiler or Doberman pinscher breeds.

2.1.18 Not call upon Tasman District Council or any other relevant government agency to erect or contribute towards the cost of erection or repair any boundary fences or dividing fences between the Lot and any local purpose reserve, esplanade reserve or other land owned by the Council or such government agency.

Annexure Schedule Page 6 of 7 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

2.1.19 The registered proprietor of Lots 9-13, 16-18 and Lot 79 will not at any time hereafter erect or permit to be erected any dwelling, building, mast, aerial or other structure of any nature whatsoever on the Servient Lot to a height exceeding 5 metres above ground level. For the purposes of this clause, the height shall be measured between the highest point of the dwelling, building, mast, aerial or structure and the ground level immediately below that point and the ground level for the purposes of measuring this height shall be the level prior to any excavation of the building platform or any filling of land other than that taken at the time of subdivision to prepare the allotment shown on DP 438566.

2.1.20 The registered proprietor(s) of any Lot (being Lots 15, 16, 18 and 19) that shares a common boundary with the right of way shown L, K & J on DP 438566 (being part of Lot 23) shall be solely responsible for the erection of any part of the boundary fencing joining the right of way at their cost and shall not be entitled to seek a contribution to the cost of such fencing from the registered proprietor of Lot 23 (notwithstanding the provisions of the Fencing Act 1978).

3.0 **General Provisions including enforcement**

3.1 The registered proprietor will not prevent the Grantee, its officers, employees or agents from entering on to the Servient Lot at all reasonable times for the purposes of ensuring compliance with the foregoing covenants and remedying any breaches thereof subject to:

3.1.1 The Grantee first giving written notice of its intention to enter on to the Servient Lot being not less than three working days.

3.1.2 Entry shall be for the purposes of ensuring compliance with the restrictive covenants contained herein or remedying any breach of them.

3.1.3 If the Grantee enters on to the Servient Lot it shall not be responsible for any damage occasioned to the Servient Lot or anything placed thereon as a result of a reasonable exercise by the Grantee of its powers.

The cost of remedying any of the registered proprietor's obligations hereunder by the Grantee shall be recoverable from the registered proprietor and until such costs are paid to the Grantee, the same shall bear interest by way of liquidated damages at the rate of 20% per annum calculated on a daily basis.

3.2 Acknowledging that the value of the area of the subdivision will be affected by the standard of buildings erected on any Servient Lot and by failure to comply with the Covenants contained in this instrument, the Grantor covenants (for the registered proprietor personally and the registered proprietor's executors, administrators and assigns and successors in title) that should the Grantor fail to comply with, observe, perform or complete any obligation or restriction and/or covenants and restrictions contained in clauses 2.1 to 2.1.13 inclusive, then without prejudice to any other liability that the Grantor may have to the Grantee the Grantor will pay to the Grantee the sum of $50,000.00 or a sum equal to 25% of the cost of the erection of the dwelling house whichever sum is the larger immediately upon receipt of a written demand for the same by the Grantee or the Grantee's solicitors. This sum will constitute a debt due to the Grantee and shall be recoverable as liquidated damages.

Annexure Schedule Page 7 of 7 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

3.3. The Grantor and the Grantee further covenant that the restrictions contained in this instrument shall enure for the benefit of all of the Dominant Lots and every part thereof provided always that the Grantor or any registered proprietor at the time being of any Servient Lot shall as regards to the Covenants be liable only in respect of the breaches which shall occur while the registered proprietor is the registered proprietor of the Servient Lot to which any such breach of covenant applies (or is alleged to apply).

3.4 The Grantee hereby covenants with the Grantor that it will at all times do all things reasonably necessary to ensure compliance with the intention herein that the residential lots described as the Servient Lots in this instrument shall be subject to a general scheme applicable to and for the benefit of all of the Dominant Lots.

3.5 Notwithstanding anything expressed or implied elsewhere in this instrument and for the avoidance of doubt, the Grantor and the Grantee acknowledge that the intention of the covenants is to bind the Grantor's Servient Tenements for the benefit of the Grantee's Dominant Tenements.

3.6 The Grantee and the Grantor agree that CDL Land New Zealand Limited will not be liable because of any action it takes or fails to take or for any default in any dwelling, out building, fence, or other improvement erected on any Servient Lot or at all as a result of these covenants or otherwise and the owners for the time being of the Servient and Dominant Lots shall indemnify and keep indemnified CDL Land New Zealand Limited and its legal successors (other than successors in title after registration of a transfer instrument) from any costs, claims, suits, demands, liabilities or otherwise arising out of or by virtue of this instrument.