

View Instrument Details



Instrument No 8679713.11
Status Registered
Date & Time Lodged 01 April 2011 16:55
Lodged By Penketh, Kim
Instrument Type Easement Instrument



Affected Computer Registers Land District

| | |
|--------|--------|
| 535627 | Nelson |
| 535628 | Nelson |
| 535629 | Nelson |
| 535630 | Nelson |
| 535631 | Nelson |
| 535632 | Nelson |
| 535633 | Nelson |
| 535634 | Nelson |
| 535635 | Nelson |
| 535636 | Nelson |
| 535637 | Nelson |
| 535638 | Nelson |
| 535639 | Nelson |
| 535640 | Nelson |
| 535641 | Nelson |
| 535642 | Nelson |
| 535643 | Nelson |
| 535644 | Nelson |
| 535645 | Nelson |
| 535646 | Nelson |
| 535648 | Nelson |
| 535649 | Nelson |
| 535650 | Nelson |
| 535651 | Nelson |
| 535652 | Nelson |
| 535653 | Nelson |
| 535654 | Nelson |
| 535655 | Nelson |

FOR MARKETING PURPOSES ONLY

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

Grantor Certifications

I certify that the Mortgagee under Mortgage 379812.2 has consented to this transaction and I hold that consent

Signature

Signed by Jeremy Charles Barton as Grantor Representative on 13/04/2011 04:59 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

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 Jeremy Charles Barton as Grantee Representative on 13/04/2011 05:00 PM

*** End of Report ***

FOR MARKETING
PURPOSES ONLY

Easement instrument to create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

SOLITAIRE INVESTMENTS LIMITED

Grantee

SOLITAIRE INVESTMENTS LIMITED

Creation of Covenant

The **Grantor** being the registered proprietor of the servient tenement set out in Schedule A creates the covenants set out in Schedule B, 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 |
|--|------------------------|--|--|
| Land Covenants as set out In Annexure Schedules hereto | DP 436492 | 535627 to 535646 inclusive; 535648 to 535655 | 535627 to 535646 inclusive; 535648 to 535655 inclusive |

Continuation of Schedule A

Covenant provisions

To the intent that the covenants herein shall run with the servient tenements referred to in Schedule A hereof forever for the benefit of the dominant tenement referred to in the said Schedule A hereof.

Interpretation

Unless the context specifies or requires otherwise, the following words and phrases when used in this Schedule shall have the meanings specified below:

“**Lot(s)**” in relation to this instrument means a Lot(s) on DP 436492

“**Registered Proprietor**” includes any Registered Proprietor of a Lot and any tenant, licensee, visitor or invitee of a Registered Proprietor and any other occupier of a Lot. Joint Registered Proprietors of one Lot shall be deemed to be one Registered Proprietor.

“**Subdivision**” means the subdivision comprised in DP 436492

“**Grantee**” in relation to this instrument means the registered proprietor of the dominant land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantee.

“**Grantor**” in relation to this instrument means the registered proprietor of the servient land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantor.

The disputes provisions set out in clause 14 of Schedule 4 of the Land Transfer Regulations 2002 shall also be applicable to the covenants created by this instrument.

SOLITAIRE INVESTMENTS LIMITED shall only be liable in respect of the stipulations and restrictions which occur while it is the registered proprietor of the Servient Lots and will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Servient and Dominant Lots shall indemnify and keep indemnified SOLITAIRE INVESTMENTS LIMITED from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this instrument in respect of any of the Lots which have been transferred by it to another registered proprietor.

In the event that the Grantee or any subsequent servient lot owner is in breach of any of these covenants they shall on request from the Grantor or any subsequent dominant lot owner (any of whom are included in the expression “Enforcer” in this clause) immediately and permanently desist from and remedy any such breach at their cost. The Grantee or any subsequent servient lot owner shall also pay to the Enforcer:

The Enforcer’s costs, fees and charges incurred in respect of ensuring compliance with these restrictive covenants including any costs, fees and charges incurred in dealing with any claims against the Grantor by third parties arising from such breach, plus a 50% liquidated damages surcharge; and

The costs, fees and charges of any other person entitled to enforce the remedies.

The provisions applying to the specified covenants are those set out in Annexure Schedule B.

ANNEXURE SCHEDULE B

1. Design Controls, General Standards and Prohibitions

A Registered Proprietor shall not erect or permit to be erected on any Lot(s):

- 1.1 Any more than one dwelling house plus ancillary buildings.
- 1.2 Any building, mast, aerial, tree or shrub exceeding the height restriction as set out in Schedule C herein.
- 1.3 Any dwelling, building or other structure with an exterior cladding other than of a type and standard complimentary to other dwellings in the subdivision.
- 1.4 Any dwelling, building or other structure with a roof cladding that has not been pre-coated.
- 1.5 Any dwelling other than a new residential home.
- 1.6 Any building or structure incorporating an under-structure that is not fully enclosed.

2. Specific Design/Controls

- 2.1 The minimum enclosed floor area of each dwelling shall be 180 square metres (including garaging). Each dwelling shall be constructed to a shape other than a simple rectangle containing at least one roof break or full valley in the roof.
- 2.2 Construction of any dwelling or ancillary building shall be completed within 12 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 3 months.
- 2.3 No registered proprietor shall move soil or other material off any Lot onto an adjoining Lot without the written consent of the owner of the relevant adjoining Lot.
- 2.4 The use of any caravan or campervan or other similar facility for regular overnight sleeping accommodation on any Lot during the construction of any dwelling is prohibited.

3. General Standards

A Registered Proprietor of any Lot shall:

- 3.1 Not subdivide any of the allotments. For the purposes of this clause "subdivide" shall have the same meaning given to the expression "subdivision of land" in Section 218 of the Resource Management Act 1991 PROVIDED HOWEVER any boundary adjustment that does not create or lead to the creation of a separate building site shall not be in breach of this condition. This restriction shall NOT apply to Lot 15.
- 3.2 Not bring onto or allow to remain on any Lot or on any road or thoroughfare of the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or sufficiently screened from any road adjacent to the Lot and from neighbouring Lot(s) so as to preserve the amenity of the subdivision (other than during the period of construction on the property);
- 3.3 Not allow any animal (including dogs and other domestic pets) to be kept in or about any Lot and buildings thereon, which is likely to cause undue nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. Livestock grazing is permitted.
- 3.4 Not allow any rubbish or waste materials to accumulate on any Lot(s) or allow any Lot(s) to become untidy or unsightly.
- 3.5 Not use any caravan, tent, campervan or other similar facility or temporary building or structure for, temporary or permanent rental accommodation or work for rent arrangement, on any Lot.
- 3.6 Not allow any Lot(s) or buildings thereon to deteriorate in any way which detrimentally affects the amenity of the subdivision (including permitting noise to escape which is likely to cause offence to any other occupiers of any Lot(s)).

4. Control of Planting

The registered proprietor shall not grow any tree or shrub exceeding 6 metres in height above ground level of any Lot(s). The registered proprietors of Lots 12 and 14 shall not grow any tree or shrub exceeding a height equivalent to the floor level of the dwelling on Lot 11.

5. Modification

Whilst Solitaire Investments Limited remains registered proprietor of any Lot(s) it reserves the right to itself (with the intent that this right does not inure to its successors in title) to waive or modify any of the above covenants, but it will only do so, if in its opinion, such action does not impinge on the integrity of the subdivision in its entirety.

Schedule C – Height Restrictions

No building, dwelling or other structure on any Lot shall exceed a height of 7.5 metres from the original ground level and no building dwelling or other structure shall exceed a height above the Nelson City Council Datum as set out hereunder:

| Servient Lot | Height Restriction |
|---------------------|---------------------------|
| Lot 6 | 87.30m |
| Lot 7 | 87.30m |
| Lot 9 | 105.00m |
| Lot 10 | 108.00m |
| Lot 11 | 123.00m |
| Lot 12 | 116.00m |
| Lot 13 | 111.50m |
| Lot 14 | 109.50m |

**FOR MARKETING
PURPOSES ONLY**

From:

To:1035466033

21/01/2011 09:04

#255 P.004/009

ANNEXURE SCHEDULE - CONSENT FORM

Land Transfer Act 1952 section 238(2)

Person giving consent Capacity and Interest of Person giving consent
Surname must be underlined *(eg. Mortgagee under Mortgage no.)*

| | |
|----------------------------|--|
| BANK OF NEW ZEALAND | Mortgagee under Mortgage No. 379812.2 |
|----------------------------|--|

Consent

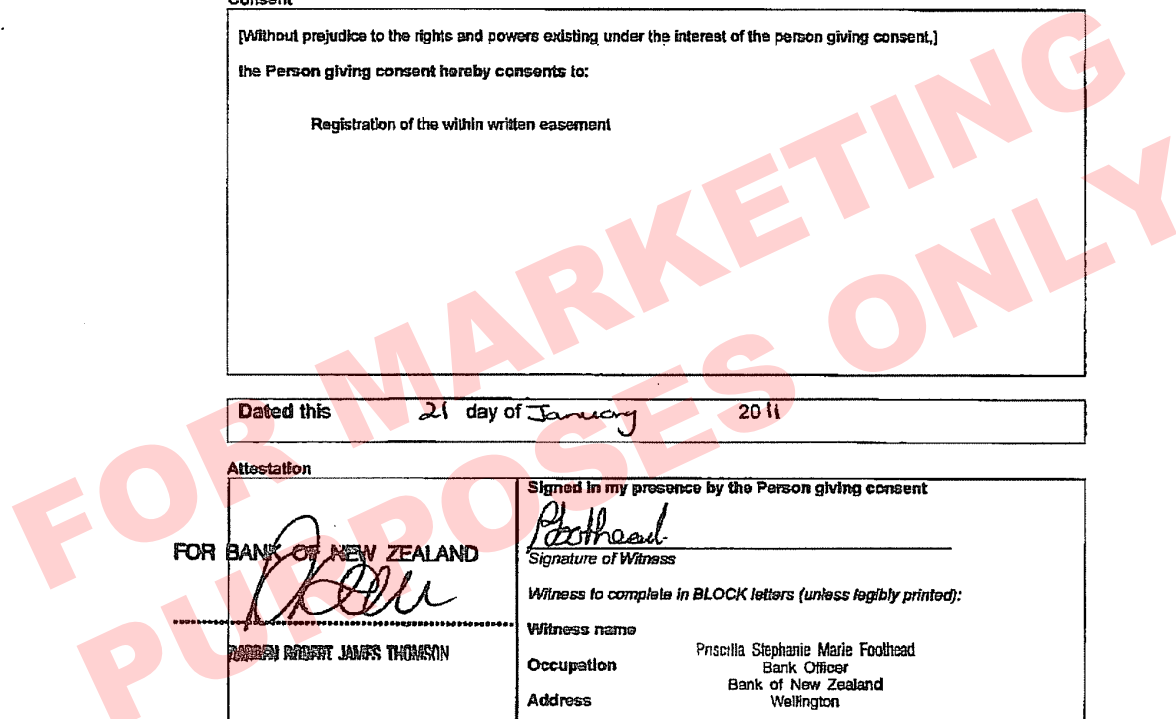
[Without prejudice to the rights and powers existing under the interest of the person giving consent,]
 the Person giving consent hereby consents to:

Registration of the within written easement

Dated this 21 day of January 2011

Attestation

| | |
|---|---|
| <p>FOR BANK OF NEW ZEALAND</p> <p><i>[Signature]</i></p> <hr/> <p>ROBERT JAMES THOMSON</p> | <p>Signed in my presence by the Person giving consent</p> <p><i>[Signature]</i></p> <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed):</p> <p>Witness name Priscilla Stephanie Marie Foothead</p> <p>Occupation Bank Officer</p> <p>Address Bank of New Zealand Wellington</p> |
| <p>Signature [Common seal] of Person giving consent</p> | |



From:

To: 1035466033

21/01/2011 09:04

#255 P.005/009



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, ~~DARREN GREGG JAMES THRELKIN~~, Quality Assurance Officer of Wellington, New Zealand certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this

21 JANUARY 2011


[Full name]

~~DARREN GREGG JAMES THRELKIN~~

FOR MARKETING PURPOSES ONLY



View Instrument Details

Instrument Type Transfer
Instrument No 9082123.2
Status Registered
Date & Time Lodged 05 June 2012 16:37
Lodged By Philipson, Linda Lorraine

Affected Computer Registers **Land District**
535642 Nelson

Transferors

Solitaire Investments Limited

Transferees

Isaac Daniel Taylor and Sarah Maire Gwyn Taylor

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor 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 James Andrew Grover as Transferor Representative on 05/06/2012 03:20 PM

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Anthony John Bamford as Transferee Representative on 05/06/2012 12:23 PM

*** End of Report ***



View Instrument Details

Instrument Type Transfer
Instrument No 9848993.2
Status Registered
Date & Time Lodged 03 October 2014 12:30
Lodged By Penketh, Simon Kim

Affected Computer Registers 535642
Land District Nelson

Transferors

Isaac Daniel Taylor
Sarah Maire Gwyn Taylor

Transferees

Solitaire Investments Limited

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor and that the party has the legal capacity to authorise me to lodge this instrument

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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 Kim Penketh as Transferor Representative on 02/10/2014 04:22 PM

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Kim Penketh as Transferee Representative on 02/10/2014 04:22 PM



View Instrument Details

*** End of Report ***

FOR MARKETING
PURPOSES ONLY



View Instrument Details

Instrument Type Transfer
Instrument No 9905176.1
Status Registered
Date & Time Lodged 01 December 2014 12:26
Lodged By Millard, Tamara Teresa

Affected Computer Registers **Land District**
667600 Nelson

Transferors

Solitaire Investments Limited

Transferees

Murry Wayne Trevurza

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

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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 Kim Penketh as Transferor Representative on 27/11/2014 01:55 PM

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Margot Louise Harkness as Transferee Representative on 27/11/2014 11:25 AM

*** End of Report ***