



View Instrument Details

Instrument Type	Transfer
Instrument No	10521385.2
Status	Registered
Date & Time Lodged	25 August 2016 14:56
Lodged By	Stokes, Skye Kimiora

Affected Computer Registers	Land District
738100	Nelson

Transferors

Mapua Limited

Transferees

Jason Craig Day and Candice Renee Smith

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 Jeremy Charles Barton as Transferor Representative on 24/08/2016 12:05 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 Tracey Ann Patient as Transferee Representative on 24/08/2016 05:05 PM

*** End of Report ***

View Instrument Details



Instrument No 10430089.8
Status Registered
Date & Time Lodged 20 July 2016 11:13
Lodged By Marshall, Diane Julie
Instrument Type Easement Instrument



Affected Computer Registers Land District

738088	Nelson
738089	Nelson
738090	Nelson
738091	Nelson
738092	Nelson
738093	Nelson
738094	Nelson
738095	Nelson
738096	Nelson
738097	Nelson
738098	Nelson
738099	Nelson
738100	Nelson
738101	Nelson
738102	Nelson
738103	Nelson
738104	Nelson
738105	Nelson
738106	Nelson
738107	Nelson

Annexure Schedule: Contains 4 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
- I certify that the Mortgagee under Mortgage 9651358.1 has consented to this transaction and I hold that consent

Signature

Signed by Jeremy Charles Barton as Grantor Representative on 20/07/2016 10:58 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 Jeremy Charles Barton as Grantee Representative on 20/07/2016 10:58 AM

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

Easement instrument to create land covenant

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

Grantor

MAPUA LIMITED

Grantee

MAPUA 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
required

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	Lots 19, 22 to 34 (inclusive), Lots 45 to 49 (inclusive) and Lot 59 all on DP 489202	Lots 19, 22 to 34 (inclusive) on DP 489202 and Lots 45 to 49 (inclusive) on DP 498202 and Lot 59 DP 489202 – CFR 738088 to 738107 (inclusive)	Lots 19, 22 to 34 (inclusive) on DP 489202 and Lots 45 to 49 (inclusive) on DP 498202 and Lot 59 DP 489202 – CFR 738088 to 738107 (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 tenements referred to in the said Schedule A hereof.

“**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.

MAPUA 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 MAPUA 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 grantee is in breach of any of these covenants they shall on request from the Grantor or any subsequent grantor (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 grantee shall also pay to the Enforcer:

- a. 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
- b. 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**Schedule of Covenants**

1. The Grantor will not erect, construct, or allow to be erected or constructed on the Servient Tenement:-
 - 1.1 Any ancillary building which is not of a similar style to the dwelling erected on the Servient Tenement or which is not screened from view from neighbouring properties.
 - 1.2 Any water tanks that are not located or screened from view from neighbouring properties and from the legal road and rights of way.
 - 1.3 any structure (including dwellings and outbuildings) part of which is more than 5.5 metres above the highest point of the foundation footprint of the structure on the Servient Tenement.

2. The Grantor will not erect, construct or allow to be erected or constructed on any boundary of the Servient Tenement that fronts onto a legal road, a fence exceeding 1.2m in height above the ground level of the Servient Tenement. The ground level shall be the vertical distance between the top of the fence and the ground immediately below that point.
3. The Grantor will not:-
 - 3.1 Use any caravan or campervan or other similar facility for regular sleeping accommodation on the Servient Tenement.
 - 3.2 Grow or permit to be grown on the Servient Tenement any tree or shrub so that it unreasonably obstructs the view from or causes unreasonable shading or significant loss of amenity to any Dominant Tenement.
 - 3.3 Allow the accumulation of rubbish or waste materials on the Servient Tenement or allow the Servient Tenement to become untidy or unsightly, by allowing trees, shrubs or weeds to grow in such a manner so that the Servient Tenement has an unkept appearance.
4. The Grantor will:-
 - 4.1 Maintain all exterior painting and other exterior surface materials on any dwelling, building or structure to a reasonable standard appropriate to a quality residential neighbourhood.
 - 4.2 Complete construction of any dwelling or building within 12 months after the formation of the foundations of that dwelling or building.
5. If at any time after the date of this easement instrument any part of the servient tenement is further subdivided, the Grantee:-
 - 5.1 hereby surrenders these covenants but only in respect of that part of the servient tenement which vests as road or reserve and such surrender is to be effective from the date of issue by the local authority of a certificate pursuant to section 224(c) of the Resource Management Act 1991 or any legislation in substitution thereof; and
 - 5.2 will, if requested, sign any further documents necessary to affect such surrender.
6. In the event of any dispute or difference out of or in connection with these covenants, such dispute or difference will be referred at the request of either party to the arbitration of a single arbitrator on the following terms:-
 - 4.1 The arbitrator is to be jointly agreed upon between the parties;
 - 4.2 If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, either party may require the president of the Nelson Branch of the New Zealand Law Society to nominate an arbitrator and that nomination will bind the parties;
 - 4.3 The reference is a reference to single arbitration under the Arbitration Act 1996;
 - 4.4 The arbitrator's decision is final and binding and may include:
 - 4.4.1 An order for costs;
 - 4.4.2 An order for enforcement;
 - 4.4.3 Interest on moneys payable.

