

# View Instrument Details



**Instrument No** 8192913.8  
**Status** Registered  
**Date & Time Lodged** 16 July 2009 12:31  
**Lodged By** McKechnie, Ross Hannay  
**Instrument Type** Easement Instrument



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## Affected Computer Registers Land District

452733	Nelson
452734	Nelson
452735	Nelson
452736	Nelson
452737	Nelson
452738	Nelson
452739	Nelson
452740	Nelson
452741	Nelson
452742	Nelson
452743	Nelson
452744	Nelson
452745	Nelson
452746	Nelson
452747	Nelson
452748	Nelson
452749	Nelson

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**Annexure Schedule:** Contains 6 Pages.

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## 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 Ross Hannay McKechnie as Grantor Representative on 16/07/2009 12:27 PM

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## 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

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**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 Ross Hannay McKechnie as Grantee Representative on 16/07/2009 12:28 PM

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

**Form B**

**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

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

**Grantor**

**Trevor Nelson CAMERON**

**Grantee**

**Trevor Nelson CAMERON**

**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)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Restrictive Land Covenants set out in Schedule B	All references to Servient and Dominant Tenement Lots are references to lots on DP 414073	452733, Lot 1 452734, Lot 2 452735, Lot 3 452736, Lot 4 452737, Lot 5 452738, Lot 6 452739, Lot 7 452740, Lot 8 452741, Lot 9 452742, Lot 10 452743, Lot 11 452744, Lot 12 452745, Lot 13 452746, Lot 14 452747, Lot 15 452748, Lot 16 452749, Lot 17  "the Servient Lots"	Lots 2 and 3 Lots 1, 3 and 5 Lots 1, 2 and 4 Lots 3, 5, 6 and 8 Lots 2, 4 and 6 Lots 4, 5, 7 and 8 Lots 6, 8 and 9 Lots 6 and 7 Lots 7, 10 and 13 Lots 9, 11 and 13 Lots 10, 12 and 15 Lots 11 and 15 Lots 9, 10 and 14 Lots 13, 10 and 15 Lots 11, 12, 14 & 16 Lots 15 and 17 Lot 16  "the Dominant Lots"

**Form B - continued**

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**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~~]

the attached Annexure Schedules.

Form B - continued

## ANNEXURE SCHEDULES

**Continuation of Grant of Easement or *Profit à prendre* or Creation of Covenant****Introduction**

- (a) The Grantor when registered proprietor of the land formerly contained in Certificate of Title 360903 subdivided the land into residential lots in the manner shown and defined in DP 414073.
- (b) It is the Grantor's intention that the lots specified as "Servient Lots" in Schedule A are to be subject to the Land Covenants set out in Schedule B for 21 years from the date of registration of this instrument for the benefit of each of the Lots specified as "Dominant Lots" in Schedule A.
- (c) In this document unless the context indicates otherwise:
- (i) "structure" means anything built or erected on the Servient Lot other than a principal dwelling or an outbuilding but excludes any mast or aerial;
  - (ii) "outbuilding" means a shed or sleepout or other building incidental to the principal dwelling (but excludes a freestanding garage);
  - (iii) "Grantor" includes both the said **Trevor Nelson CAMERON** and all subsequent owners for the time being of any Servient Lot. The Grantor is responsible for complying with the land covenants. Ultimately "Grantor" shall mean, in respect of each Servient Lot, the property owner;
  - (iv) "Grantee" includes both the said **Trevor Nelson CAMERON** and all subsequent owners for the time being of any Dominant Lot. The land covenants are imposed for the benefit of the Grantee and the Grantee is entitled to enforce compliance against the Grantor. Ultimately "Grantee" shall mean, in respect of each Servient Lot, the owner or owners of the Dominant Lots defined for that Servient Lot in Schedule A;
  - (v) "Servient Lot" means each of the lots shown in the Servient Tenement column in Schedule A;
  - (vi) "Dominant Lot" means each of the lots shown in the Dominant Tenement column in Schedule A as being relative to a Servient Lot.

**Land Covenants**

For the purposes of binding the Servient Lots for the benefit of the respective Dominant Lots the Grantor HEREBY 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.

THAT in this Instrument the expression "Decision Maker" means the authorised agent of **Trevor Nelson CAMERON** and at the date of this Instrument **David Leicester ORANGE** of Nelson, Company Director is the Decision Maker.

THAT neither the said **Trevor Nelson CAMERON** (either for himself or as principal of any agent acting through him) nor the Decision Maker will be liable because of any action they take or fail to take or for any default in any building erected on any Servient Lot or at all as a result of these

restrictions or otherwise and the registered proprietors for the time being of the Dominant Lots shall indemnify and keep indemnified the said Trevor Nelson CAMERON and his legal successors (other than successors in title after registration of a Memorandum of Transfer) and the Decision Maker from any costs, claims, suits, demands or liabilities or otherwise howsoever arising out of or under or by virtue of this Transfer in respect of any parts of the Dominant Lots which have been transferred by the said Trevor Nelson CAMERON to another registered proprietor.

THAT if the owner or the occupier for the time being of any Servient Lot breaches any of the restrictive covenants the owner or occupier (as the case may be) shall on requisition from a Dominant Lot owner forthwith at the election of the Dominant Lot owner either:

- (i) forthwith permanently remedy or remove such cause of the breach at the cost of the owner or occupier (whichever is in breach) on a full indemnity basis including all the Dominant Lot owner's fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breaches; or
- (ii) pay to the Dominant Lot owner as liquidated damages the sum of \$100.00 per day for every day that such breach or non observance or non compliance continues from and after the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple Dominant Lot owners is limited to \$100.00 per day).

#### SCHEDULE B

The Grantor will not:-

1. Subdivide the Servient Lot. For the purposes of this clause:
  - (a) "subdivide" shall have the meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991 except for any subdivision carried out by the said Trevor Nelson CAMERON of Lots 1, 2 and 3 DP 414073 to create one extra Lot (after which subdivision all 4 resulting Lots shall be subject to this 'no subdivide' restriction without the need to create further Land Covenants);
  - (b) any boundary adjustment that does not create a separate building site shall not be in breach of this condition.
2. Erect or permit to be erected upon the Servient Lot:
  - (i) Any more than one dwelling and one associated outbuilding;
  - (ii) A dwelling with an internal ground floor area of less than 90m<sup>2</sup> (excluding any garage or outbuilding);
  - (iii) Any dwelling unless it is built on site from an individual design;
  - (iv) A dwelling where the wall cladding is not approved by the Decision Maker. Examples of pre-approved wall cladding are brick, stone, pre-coated zincalume or

coloursteel, linea board and plaster (whether cement or coating over polystyrene block or sheathing);

- (v) Any dwelling, outbuilding or structure of an "A" frame style construction;
- (vi) Any pre-used dwelling, outbuilding or structure, or building built off site.
- (vii) A dwelling, outbuilding or structure with roof cladding of corrugated iron whether unpainted or painted **PROVIDED THAT** Decramastic and Coloursteel products or products of similar construction precoated in the manufacturing process shall not be in breach of this restriction;
- (viii) Any pre-used dwelling, outbuilding or structure constructed of second hand building materials (excluding recycled bricks);
- (ix) Any dwelling, outbuilding or structure constructed with second hand building materials (excluding recycled bricks) unless prior written approval from the Decision Maker is obtained;
- (x) Any outbuilding other than of a style and quality similar to the dwelling erected on that Servient Lot;
- (xi) Any dwelling, outbuilding, structure, mast, aerial, tree, shrub or other plant higher than 5.8m above the position of that item (and for items such as a dwelling which cover an area of ground the 5.8m height limit will be measured from the average pre-construction ground level of that item);
- (xii) Any dwelling:
  - (a) having more than one storey; or
  - (b) outbuilding or structure incorporating an understructure that is not fully enclosed;
- (xiii) Any boundary fence or fence within the Servient Lot built of galvanized iron, polite, cement board panels or any live hedge exceeding two metres in height;
- (xiv) Any fence within 3m of the boundary with the legal road exceeding 1.2m in height;
- (xv) Any garage, outbuilding or fence except in permanent materials of:
  - (a) natural timber, brick, stone, rock, pre-coated zincalume or coloursteel, linea board or plaster; or
  - (b) such other permanent materials as may be agreed to in writing by the Decision Maker;
- (xvi) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive to the subdivision in terms of design and location;
- (xvii) Any garden shed or clothesline sited in such a way as will be highly visible from a public street;

3. live on site in temporary accommodation while constructing the principal dwelling;
4. permit recreational or commercial vehicles or trailers to be regularly located on the public street or footpath or in front of the building line of the dwelling on the Servient Lot;
5. carry out landscaping on the legal road frontage of the Local Authority owned land contrary to the Local Authority's engineering requirements and the general overall landscaping of the legal road reserve by the said **Trevor Nelson CAMERON** without prior written approval by the Decision Maker;
6. bring on to the Servient Lot any animals or livestock to raise, breed or keep other than a maximum of one family domestic dog and a maximum of one domestic cat unless prior written approval is given by the Decision Maker;
7. allow any animal (including dogs and other domestic pets) to be kept in or about the Servient Lot which 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 and regardless of the foregoing the Grantor is not allowed to keep on the Servient Lot any dog which in whole or part resembles the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds;
8. use the adjacent or abutting land and footpaths for access and dumping of rubbish. Further, the Grantor shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Grantor's use of the land directly or indirectly through the Grantor's action or those of the Grantor's agent or invitees;
9. use the Servient Lot or permit the Servient Lot to be used for any trading or commercial purpose nor erect or permit to be erected or placed on the Servient Lot any advertisement, sign or hoarding of a commercial nature.

The Grantor covenants to maintain the Servient Lot to an acceptable standard (in the Decision Maker's opinion) and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height the said **Trevor Nelson CAMERON** reserves to the Decision Maker the right to have the Servient Lot mowed and the Grantor agrees to accept liability for such cost plus 50%.

The Grantor shall ensure that the exterior of the dwelling, outbuilding or any other structure visible to the public will not remain in an unfinished stage for more than six months from commencement of the erection of such dwelling, outbuilding or structure.

While the said **Trevor Nelson CAMERON** remains registered proprietor of at least a part of any Dominant Lot he reserves the right to the Decision Maker (with the intent that this right does not enure to his successors in Title) to waive or vary conditions 2(ii), (iii), (iv), (vi), (vii), (viii), (ix), (xi), (xii), (xiii), (xiv) or (xv) provided the Decision Maker approves in writing any alternate building plans that meet his expectations for the development. Production of such written approval shall be conclusive evidence that there is no breach of covenant and such approval will be binding on all other owners for the time being of any part of the other Dominant Lots.