

# View Instrument Details



**Instrument No** 11104302.7  
**Status** Registered  
**Date & Time Lodged** 20 July 2018 16:21  
**Lodged By** Penketh, Kim  
**Instrument Type** Easement Instrument



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## Affected Computer Registers    Land District

834830	Nelson
834831	Nelson
834832	Nelson
834833	Nelson
834834	Nelson
834835	Nelson
834836	Nelson
834837	Nelson
834838	Nelson
834839	Nelson
834840	Nelson
834841	Nelson
834842	Nelson
834843	Nelson
834844	Nelson
834845	Nelson
834846	Nelson
834847	Nelson
834848	Nelson
834849	Nelson
834850	Nelson
834851	Nelson
834852	Nelson
834853	Nelson
834854	Nelson
834855	Nelson
834856	Nelson
834857	Nelson
834858	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

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**Grantor Certifications**

I certify that the Mortgagee under Mortgage 10379891.1 has consented to this transaction and I hold that consent

**Signature**

Signed by Kim Penketh as Grantor Representative on 08/08/2018 10:58 AM

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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

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 Grantee Representative on 08/08/2018 10:58 AM

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

Form B

Easement instrument to create land covenants

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

Grantor

Exeter Street Limited

Grantee

Exeter Street 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 creates for the benefit of the Grantee being the registered proprietor of the dominant tenement(s) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Schedule B

Schedule A

Purpose (Nature and extent) of covenant	Shown (plan reference) DP 523249	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register)
Land Covenants		Lot 1 (CT 834830) Lot 2 (CT 834831) Lot 3 (CT 834832) Lot 4 (CT 834833) Lot 5 (CT 834834) Lot 6 (CT 834835) Lot 7 (CT 834836) Lot 8 (CT 834837) Lot 9 (CT 834838) Lot 10 (CT 834839) Lot 11 (CT 834840) Lot 12 (CT 834841) Lot 13 (CT 834842) Lot 14 (CT 834843) Lot 15 (CT 834844) Lot 16 (CT 834845) Lot 17 (CT 834846) Lot 18 (CT 834847) Lot 19 (CT 834848) Lot 20 (CT 834849) Lot 21 (CT 834850) Lot 22 (CT 834851) Lot 51 (CT 834852) Lot 52 (CT 834853) Lot 53 (CT 834854) Lot 54 (CT 834855) Lot 55 (CT 834856) Lot 56 (CT 834857) Lot 57 (CT 834858)	Lot 1 (CT 834830) Lot 2 (CT 834831) Lot 3 (CT 834832) Lot 4 (CT 834833) Lot 5 (CT 834834) Lot 6 (CT 834835) Lot 7 (CT 834836) Lot 8 (CT 834837) Lot 9 (CT 834838) Lot 10 (CT 834839) Lot 11 (CT 834840) Lot 12 (CT 834841) Lot 13 (CT 834842) Lot 14 (CT 834843) Lot 15 (CT 834844) Lot 16 (CT 834845) Lot 17 (CT 834846) Lot 18 (CT 834847) Lot 19 (CT 834848) Lot 20 (CT 834849) Lot 21 (CT 834850) Lot 22 (CT 834851) Lot 51 (CT 834852) Lot 52 (CT 834853) Lot 53 (CT 834854) Lot 54 (CT 834855) Lot 55 (CT 834856) Lot 56 (CT 834857) Lot 57 (CT 834858)

**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.

**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 523249.

“**Subdivision**” means the subdivision comprised in DP 523249.

“**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.

**EXETER STREET LIMITED** shall only be liable in respect of the stipulations and restrictions which occur while it is the registered proprietor of the servient tenements 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 tenements shall indemnify and keep indemnified **EXETER STREET 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 servient tenements which have been transferred by it to another registered proprietor.

If any dispute or difference arises between servient and dominant tenement owners in relation to these covenants including as to what may constitute a breach of these covenants or to the meaning or interpretation of these covenants, whilst **EXETER STREET LIMITED** is the owner of any dominant tenement then the same shall be referred to **EXETER STREET LIMITED** for resolution whose decision shall be final.

In the event that the Grantor or any subsequent servient tenement owner is in breach of any of these covenants they shall on request from the Grantee or any subsequent dominant tenement 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 Grantor 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 Schedule B.

**SCHEDULE B**

**Schedule of Covenants**

**1. Design Controls**

The Grantor shall not erect or permit to be erected on the Lot:

- 1.1 Any building, structure or improvement without first obtaining the written approval of Exeter Street Limited (or their 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 driveways and front yard landscaping.
- 1.2 Approval shall be entirely at the discretion of Exeter Street Limited in all respects provided that should Exeter Street Limited (or its nominated representative) fail to approve or disapprove such plans and specifications within 25 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 Exeter Street Limited's approval, whether deemed or otherwise, has been obtained.
- 1.3 Exeter Street Limited 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 Exeter Street Limited in accordance with this clause.
- 1.4 The obligation to obtain the approval of Exeter Street Limited (or its nominated representative) pursuant to this clause shall expire Fifteen (15) years after the date of registration of this instrument.

**2. Design Guidelines**

For guidance, the following are not permitted.

- 2.1 More than one dwelling on any Lot;
- 2.2 Any dwelling building or structure of an A-frame style or construction;
- 2.3 Any dwelling that is a single rectangle;
- 2.4 Any building or structure that does not contain at least one roof break or one full valley in its roofline;
- 2.5 Any relocated, transportable, kit set or used dwelling provided that:
  - 2.5.1 One prefabricated (but not used) garden shed which is adequately screened from neighbouring properties may be placed on the Lot; and
  - 2.5.2 Builder's sheds or other similar buildings required during construction of any dwelling may be placed on the Lot during such construction but must be removed on completion of such construction.
- 2.6 Any dwelling, building or other structure with an external wall cladding of:

- 2.6.1 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
- 2.6.2 any sheet material (e.g. fibre cement sheet, Hardiplank or other flat 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 20% of the total area of the external walls of the dwelling, building or other structure; or
- 2.6.3 any PVC, plastic or materials coated in PVC or plastic; or
- 2.6.4 any pre-used building materials; or
- 2.6.5 any other building material which in the opinion of Exeter Street Limited (or its nominated representative) detracts from the good quality of the subdivision and the local housing standard.

### **3. Building**

- 3.1 **The Grantor shall not make any alterations or changes to the plans or specifications of the dwelling, building or structure, once approved by Exeter Street Limited, during the construction process without first having obtained Exeter Street Limited's written approval.**
- 3.2 **The Grantor shall complete construction of any building, structure or improvement on the Lot within 12 months of commencing work on any such building, structure or improvement and the Grantor shall not allow:**
  - 3.2.1 a period of more than three (3) months to elapse without substantial work being carried out once such work has commenced;
  - 3.2.2 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.
- 3.3 **The Grantor shall not occupy nor allow any dwelling constructed on the Lot 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 completion of the dwelling.**
- 3.4 **The Grantor shall not move, damage or remove any survey pegs or markers on the Lot and in the event of any breach of this restriction, the Grantor shall, at the sole costs of the Grantor, 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 any Dominant Lot Owner, then such Dominant Lot Owner 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.**
- 3.5 **The Grantor shall not allow any masts, aerals, other structures to exceed a height of 7m above the average ground level of the Lot or 6m above the height of the Lot at any particular point.**

### **4. Maintenance**

- 4.1 **The Grantor shall not allow any building or structure on the Lot 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 other Lots in the subdivision.**
- 4.2 **The Grantor shall not allow the Lot to become littered, overgrown or unsightly to the intent that the Lot shall be maintained in a neat and tidy condition (including not allowing grass to grow to a height greater than 100mm), nor allow any noxious weeds (including gorse, blackberry or ragwort) to grow on the Lot.**

**5. General Standards/Use**

- 5.1 **The Grantor** shall not store or allow to be stored, any car, caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of Lot # on DP # being road to vest. Short term parking by visitors and trades people will not be a breach of this covenant.
- 5.2 **The Grantor** shall not store or allow to be stored, any caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of the Lot unless it is adequately garaged or screened from the street frontage.
- 5.3 **The Grantor** shall not permit any caravan to be kept on the Lot for temporary accommodation.
- 5.4 **The Grantor** shall not allow any animals to be brought onto or kept on the Lot other than up to two dogs and/or two cats. No pet shall be permitted which makes a noise in a manner or of such volume as to annoy or disturb others.
- 5.5 **The Grantor** shall not keep or allow to be kept on the Lot 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 Pinscher).
- 5.6 **The Grantor** shall not carry out nor permit to be carried out on the Lot 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 2 years from the date of completion of such show home.
- 5.7 **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.
- 5.8 **The Grantor** shall not for a period of 15 years from the date of registration of these covenants subdivide the Lot and the term "subdivide" shall have the same meaning as "subdivision of land" defined in Section 218 of the Resource Management Act 1991.

**6. Fencing**

- 6.1 **The Grantor** shall not use any second-hand building materials for fencing on the Lot.
- 6.2 **The Grantor** will not call upon and acknowledges that **Exeter Street Limited** will not be liable to pay for or contribute towards the cost of any boundary fencing.
- 6.3 Any boundary fence encompassing the front yard of any Lot including any road boundary fence shall not exceed a height of 1.2m above ground level.

**7. Landscaping/Planting**

- 7.1 **The Grantor** will ensure that the front yard of the Lot is fully landscaped within Three (3) months from the date of occupation of the dwelling erected on the Lot.
- 7.2 **The Grantor** shall not grow or allow to grow on the Lot any tree, shrub or other vegetation to a height which exceeds 5.0 metres above ground.

**No Objection**

8. The Grantor acknowledges that **Exeter Street Limited** has Resource Consent for subdivision of its remaining land adjacent to the subdivision. The Grantor will not object to nor make or lodge, nor be party to, nor finance or contribute to the cost of any submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict **Exeter Street Limited** completing the subdivision and development of its properties.

**Modification**

9. Whilst **Exeter Street Limited** remains registered proprietor of any Lot 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.





# View Instrument Details

**Instrument Type** Transfer  
**Instrument No** 11206036.2  
**Status** Registered  
**Date & Time Lodged** 20 August 2018 14:15  
**Lodged By** McLellan, Elizabeth Natasha

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**Affected Computer Registers** **Land District**  
834838 Nelson

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## Transferors

Exeter Street Limited

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## Transferees

Nathan Allan Dempster and Celeste Stephanie Dempster

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## 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

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## 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 Kim Penketh as Transferor Representative on 17/08/2018 02:43 PM

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## 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 Joshua Duncan Boyce as Transferee Representative on 17/08/2018 05:48 PM

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

163559.1

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THIS DEED is made the 20th day of December, 1974, BETWEEN HERBERT  
Public

GEORGE WEST of Nelson, Accountant (hereinafter called "the Covenantor")

of the one part and the said HERBERT GEORGE WEST (hereinafter called  
"the Covenantee") of the other part

WHEREAS the Covenantor is the registered proprietor of an estate in fee  
simple in all those pieces of land situated in the City of Nelson containing  
together 1.1267 hectares more or less being Lots 17 - 32 inclusive on Deposited  
Plan 8842 and being all the land in Certificates of Title Numbers 4C/6 -  
4C/21 inclusive Nelson Registry (hereinafter called "the First Land")

AND WHEREAS the Covenantee is the registered proprietor of an estate  
in fee simple in all that piece of land containing 1.6865 hectares more  
or less being Lot 36 on Deposited Plan 8842 and being all the land in  
Certificate of Title Number 4C/22 Nelson Registry (hereinafter called  
"the Second Land")

AND WHEREAS the Covenantor has subdivided the First Land into the Lots  
hereinbefore described for the purposes of sale of the said Lots as a  
building estate

AND WHEREAS it is the intention of the Covenantor that all the said Lots  
shall be subject to a general scheme applicable to and for the benefit of  
all the said Lots (including the Second Land) and that the owner or occupier  
for the time being of each of the said Lots should be bound by the restriction  
hereinafter set out and that the respective owners or occupiers for the time  
being of any of the said Lots may be able to enforce the observance of such  
restriction by the owners or occupiers for the time being of the other said  
Lots

AND WHEREAS in consideration of the sum of TEN CENTS (10 cents) paid by  
the Covenantee to the Covenantor (the receipt of which sum is hereby  
acknowledged) the Covenantor has agreed to enter into these presents

NOW THIS DEED WITNESSETH that the Covenantor for himself and his successors  
in title from time to time to the First Land or any part or parts thereof  
HEREBY COVENANTS with the Covenantee and his successors in title from time  
to time to the Second Land that he will not erect or cause or permit to be  
erected on the First Land or any part or parts thereof any dwelling building  
or other structure of an "A" frame construction TO THE INTENT that the benefit  
of the said covenant shall be annexed to the Second Land

AND for the like consideration the Covenantee for himself and his successor  
in title from time to time to the Second Land DOETH HEREBY COVENANT to the  
same effect TO THE INTENT that the benefit of this covenant shall be annexed  
to the First Land and any part or parts thereof

IN WITNESS WHEREOF these presents have been executed the day and year  
first hereinbefore written.

SIGNED by the said HERBERT GEORGE WEST  
as Covenantor in the presence of:

*James  
Joseph  
Wilson*

} *Willet*

SIGNED by the said HERBERT GEORGE WEST  
as Covenantee in the presence of:

*James  
Joseph  
Wilson*

} *Willet*

DATED

1974 Correct for the purposes of the Land Transfer Act

*[Handwritten Signature]*  
Solicitor

H.G. WEST

with

H.G. WEST

DEED OF RESTRICTIVE COVENANT



*[Handwritten initials]*

MAR 14 2 15 PM '75

DISTRICT LAND REGISTRY  
NELSON NO. 2

163559-1 ⊕  
44/6 - 44/22

Knapp, Pearmain, Botting & James,  
Solicitors,  
Nelson