



# View Instrument Details

**Instrument Type** Transfer  
**Instrument No** 9685099.1  
**Status** Registered  
**Date & Time Lodged** 17 April 2014 15:29  
**Lodged By** Double, Lorna Jan

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**Affected Computer Registers** **Land District**  
553371 Nelson

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## Transferors

Farr Developments Limited

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## Transferees

Donald Thomson Webster and Katharine May Webster

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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 Brian James Maurice Nelson as Transferor Representative on 02/04/2014 04:37 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 Clare Frances North as Transferee Representative on 14/04/2014 05:00 PM

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

# View Instrument Details



**Instrument No** 8966743.1  
**Status** Registered  
**Date & Time Lodged** 24 January 2012 11:20  
**Lodged By** Nelson, Brian James Maurice  
**Instrument Type** Easement Instrument



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## Affected Computer Registers    Land District

553352	Nelson
553353	Nelson
553354	Nelson
553355	Nelson
553357	Nelson
553358	Nelson
553359	Nelson
553360	Nelson
553363	Nelson
553364	Nelson
553366	Nelson
553367	Nelson
553368	Nelson
553369	Nelson
553370	Nelson
553371	Nelson

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**Annexure Schedule:** Contains 3 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 Brian James Maurice Nelson as Grantor Representative on 24/01/2012 11:19 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 Brian James Maurice Nelson as Grantee Representative on 24/01/2012 11:20 AM

\*\*\* 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**

FARR DEVELOPMENTS LIMITED

**Grantee**

FARR DEVELOPMENTS 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; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants set out in Schedule A		553352 to 553355 553357 to 553360 553363 553364 553366 to 553371	553352 to 553355 553357 to 553360 553363 553364 553366 to 553371

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] [negated] [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: Schedule A.

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule \_\_\_\_\_]



## Annexure Schedule 2

2003/5038EF Approved Registrar-General of Land
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\*Easement Instrument

Dated

2011

Page 3 of 3 pages

\* Insert type of instrument.

Continue in additional Annexure Schedule if required.

## SCHEDULE A

(i) The Grantee or the Registered Proprietor for the time being of any Lot shall not at any time hereafter erect or permit to be erected on the Lot or on any Lot being a subdivision thereof:-

(1) Any dwelling, building or other structure with a roof cladding of corrugated iron whether unpainted or painted PROVIDED THAT Decramastic and Colorsteel products or products of similar construction painted or coated in the manufacturing process shall not be breach of this restriction.

(2) Any dwelling, building or structure of an 'A' Frame style of construction.

(3) Any pre-used dwelling building or structure or any fence using pre-used materials.

(4) Any dwelling, building or structure with external wall cladding of "hardiplank" or other cladding of similar composition or construction the area of which exceeds 10% of the total area of its external walls.

(5) Any garage or other ancillary building with exterior cladding including the roof which remains unpainted for more than six months after construction or erection.

(6) Any outbuilding other than those of a style and cladding similar to the dwelling erected or to be erected on the Lot.

(7) More than one dwelling house (with appropriate outbuildings).

(ii) If the Grantee or any subsequent servient lot owner shall be in breach of any of these conditions he will on request from the Grantor or any subsequent dominant lot owner (any of whom are included in the expression "the Enforcer" in this clause) immediately and permanently desist from and remedy such breach at his cost. The Grantee or any subsequent servient lot owner shall also pay to the Enforcer:

(1) 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% liquidation damages surcharge; and

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

AND it is hereby covenanted and agreed between the Grantor and the Grantee that:

(3) the Grantor shall not be liable because of any action that it may take or fail to take or for any default in any building erected on the land or at all as a result of the restrictions or otherwise set out herein and the registered proprietors for the time being of the servient and dominant tenements shall indemnify and keep indemnified the Grantor its successors and assigns from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this transfer;

(4) all differences and disputes which may arise between the parties or any of them touching or concerning any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the constructions of these presents shall be referred to Arbitration in accordance with the Arbitration Act 1996 or any re-enactment thereof for the time being in force."

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.