

# View Instrument Details



**Instrument No** 10184219.6  
**Status** Registered  
**Date & Time Lodged** 15 September 2015 14:41  
**Lodged By** Needham, Michelle Rose  
**Instrument Type** Easement Instrument



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## Affected Computer Registers    Land District

694722	Nelson
694723	Nelson
694724	Nelson
694725	Nelson
694726	Nelson
694727	Nelson
694728	Nelson
694729	Nelson
694730	Nelson
694731	Nelson
694732	Nelson
694733	Nelson
694734	Nelson
694735	Nelson
694736	Nelson
694737	Nelson
694738	Nelson
694739	Nelson
694740	Nelson
694741	Nelson
694742	Nelson
694743	Nelson
694744	Nelson
694745	Nelson
694746	Nelson
694747	Nelson

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**Annexure Schedule:** Contains 10 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
- I certify that the Mortgagee under Mortgage 9739127.2 has consented to this transaction and I hold that consent

## Signature

Signed by Anissa Jean Bain as Grantor Representative on 18/08/2015 03:18 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

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 Anissa Jean Bain as Grantee Representative on 18/08/2015 03:18 PM

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

**Easement instrument to create land covenant**

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

**Grantor**

TREK PROPERTIES LIMITED

**Grantee**

TREK PROPERTIES LIMITED

**Creation of Covenant**

**The Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A **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**

Purpose (Nature and extent) of covenant	Shown (plan reference) DP 485765	Servient Tenement (computer register)	Dominant Tenement (computer register)
As set out in Annexure Schedule		694722	694722
		694723	694723
		694724	694724
		694725	694725
		694726	694726
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		694740	694740
		694741	694741
		694742	694742
694743	694743		
694744	694744		
694745	694745		
694746	694746		
694747	694747		

**Covenant provisions**

The provisions applying to the specified covenants are those set out in:

Annexure Schedule

**Annexure Schedule**

**1. INTERPRETATION**

1.1 In these covenants, unless the context otherwise requires:

“Subdivide” has the same meaning given to the expression “subdivision of land” set out in Section 218 of the Resource Management Act 1991

“Allotment” means present or future allotments(s).

“Grantor” means the registered proprietor of the servient tenement

“Grantee” means the registered proprietor of the dominant tenement

“Trek” means Trek Properties Limited incorporated under number 1726047 and includes its nominated representative(s)

**2. SUBDIVISION AND STRUCTURES**

2.1 The Grantor covenants for the benefit of the Grantee not to do or permit the following:

- a. For a period of twelve (12) years from the date of the issue of title, subdivide any Allotment;
- b. For a period of ten (10) years from the title date of issue of title, erect or permit to be erected;
  - i. Any building, structure or improvement without first obtaining the written approval of Trek to the final building plans and specifications (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 fences, driveways and front yard landscaping.
  - ii. Trek is entitled to withhold its approval at its discretion however if Trek fails to approve or disapprove such plans and specifications within ten (10) working days of receipt of the same, then it shall be deemed to have approved the same.
  - iii. The Grantor will not apply for a building consent until such time the preceding clauses have been complied with.

- iv. Trek may seek an injunction against the Grantor in the event the Grantor proceeds with construction without first having complied with this clause 2.1b.
  - v. Any variations to plans and specifications by the Grantor are also subject to this clause 2.1b.
- c. Erect or permit to be erected:
- i. Any dwelling, building, or other structure (other than masts or aerials) that exceeds 6 metres above ground level; or
  - ii. Any mast or aerial that exceeds 7 metres above ground level;
  - iii. The height in relation to any building, dwelling, structure, mast or aerial, means the vertical distance between the highest point of the dwelling building, mast, aerial or structure and the ground level immediately below that point. The ground level for purposes of measuring this height shall be the level prior to any excavation of the building platform or any filling of land other than that undertaken at the time of subdivision to prepare the Allotments.
- d. Erect or permit to be erected or placed on any allotment;
- i. More than one dwelling and associated outbuilding;
  - ii. Any dwelling, building or structure of an "A" frame style or construction;
  - iii. Any dwelling, building or structure using pole foundations where the poles are not enclosed;
  - iv. Any dwelling to a shape, which is a single rectangle, or without containing at least one roof break or full valley in the roof;
  - v. A pre-used dwelling, building or structure;
  - vi. Any building or structure that is not of a design, colour or exterior cladding matching the design, colour or exterior cladding in the dwelling to which it relates;
  - vii. Any dwelling, building or other structure using any galvanised iron, zincaloom or aluminium cladding material unless such cladding material has a proprietary coating system, or any sheet material (e.g. fibre cement sheet, Hardie sheet or weatherboard products, ply sheets) unless such material has a proprietary finishing system applied or is properly sealed and painted;

- viii. Any dwelling, building or structure constructed of pre-used materials (excluding bricks);
- ix. Any dwelling or building whatsoever that has windows, sky lights or doors within the roof structure provided however that Trek may at its sole discretion entirely, waive this provision if it is satisfied that any window, sky light or door in the roof structure does not unreasonably effect the privacy of any dominant tenement or tenements.
- x. Any dwelling, garage or building incorporating a "tilta" type door. Sectional type doors shall not be in breach of this provision.
- xi. Any fence (including any road boundary fence), gate or entry structure that is;
  - (1) Constructed of "Hardiplank", "Fibrolite", or "Hardiflex", or other flat plywood or flat fibre - cement sheeting or cladding of similar nature, composition or construction which is not coated with a proprietary textured finish or traditional sand and cement plaster finish;
  - (2) Constructed of corrugated iron or other metallic cladding material;
  - (3) Constructed of second hand materials, except bricks;
  - (4) In respect of lots adjoining a park, reserve or recreation area shall not be fenced except with an open steel fence of a sort which complies with the Fencing of Swimming Pools Act 1987 up to 1.2 metres or with a wooden fence having 50% permeable visibility (for example, trellis) also up to 1.2 metres in height. This requirement does not apply in respect of fences on the boundaries of lots 27, 28 and 29 with lot 101 and instead fencing on such boundaries will be in accordance with the following provisions;
  - (5) In respect of all other lots, no higher than 1.2 metres above the natural ground level on any road frontage boundary or 1.8 metres above the natural ground level elsewhere. The ground level for the purposes of measuring this height shall be the level prior to any excavation or filling of land other than that undertaken at the time of subdivision to prepare the allotment.
  - (6) All fences must abut fences on adjoining Lots (if they exist).

- xii. Any letterbox not in keeping with the general standard of the subdivision and design of the dwelling;
- e. Allow any dwelling house to remain in an incomplete state for more than twelve (12) months from the laying down of the foundations for such dwelling.
- f. Reside in any dwelling house without its exterior completed, including all exterior painting.
- g. Use any caravan, house truck, tent or similar means of providing temporary or permanent accommodation for the purposes of providing supplementary accommodation on the allotment (either before or after the building of a dwelling) PROVIDED HOWEVER storage of such item on the allotment shall be allowed.
- h. Use or permit to be used any of the servient allotments or part thereof for any trading or commercial purpose that by reason of noise, smell, visual appearance or any other reason unreasonably detract from the use and enjoyment of a dominant allotment by the Grantee or occupiers thereof provided however the use of the property for homestay accommodation and show homes shall not be a breach of the covenant nor any home occupation that is otherwise not in breach of this covenant.
- i. Park, store or place any boat, trailer, auxiliary vehicle or other such vehicle on the road reserve frontage or between the dwelling and the road boundary for a period of time extended and continuous.
- j. Grow or permit to grow upon a servient allotment, any tree shrub or other plant or any variety whatsoever to such extent that it unreasonably interferes with the sunlight to, or view from any dominant allotment.
- k. Allow the grass and other vegetation on the servient lot to be left uncut or untidy, or the grass to grow longer than 100mm. The Grantee or Trek may cut the grass on any servient lot not complying with this clause following seven days after the Grantee or Trek has notified the registered proprietor to comply with this clause and the Grantor will pay the Grantee or Trek all its costs in doing so. The provisions of this clause shall only apply prior to the commencement of building on a servient lot.
- l. Allow rubbish or waste materials to accumulate on any of the allotments or allow any of the allotments to become untidy or unsightly particularly during periods of construction when contractors should be instructed to remove waste materials on a regular basis.



- m. Move soil or other material off the Allotment onto an adjoining Allotment without the written consent of the owner of the relevant adjoining Allotment.
- n. Cut, fell or damage any trees planted on the road reserve or any other reserve shown on the Survey Plan or take any action in respect of any such trees to prevent them from growing to their full maturity.
- o. Allow any animal (including dogs and other domestic pets) to be kept in or about the allotment and buildings thereon which is likely to cause a nuisance or annoyance to other Grantees or 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 lot or in any on-site building or structure any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds.

**3. DEVELOPMENT INFRASTRUCTURE**

- 3.1 The registered proprietors shall ensure that they and their contractors shall not permit any discharge into the drainage system that may damage, block or otherwise affect the efficiency and integrity of the drainage system.
- 3.2 In the event of any accidental spillage of foreign discharge the registered Proprietor shall immediately take remedial action at their sole cost.
- 3.3 Particular care should be taken during periods of construction to avoid damage by heavy vehicles accessing the site causing damage to the contours of the drainage structures.
- 3.4 The registered proprietors shall ensure that all contractors are made aware of the obligations pursuant to the clause and it is recommended that contractors should be bonded to ensure the contractors compliance.
- 3.5 For the removal of doubt, the registered proprietors are responsible to Trek for any damage caused by the registered proprietors contractors.

**4. BREACH OF COVENANTS**

- 4.1 If the registered proprietors or occupier for the time being of any Grantor breaches any of the covenants the Grantor or occupier shall on written requisition from a Grantee forthwith permanently remedy or remove such cause of the breach at the cost of the Grantor or occupier on a full indemnity basis including all fees and charges for enforcing the remedies and dealing with any claims against the Grantor by third parties because of such breach and pay to the Grantee who has made such requisition as liquidated damages the sum of \$200.00 per day for every day that such breach or non-observance continues from and after 20 working days from the date upon which written demand is made by the Grantee (to the intent that the total payable by any person under this paragraph to multiple proprietors of the dominant Lot is

limited to \$200.00 per day). The liability pursuant to this clause is joint and several as between the Grantor and its occupier or invitee.

4.2 Should any breach or non-observance of these covenants continue after the expiry of 20 working days from Notice being served on the registered proprietor, any Grantee shall be entitled to remedy or have remedied any breach or non-observance of these covenants and recover the cost of remedying the breach plus 50% in addition to the above liquidated damages.

4.3 The cost of remedying or having remedied any breach or non-observance, including any costs of recovery, shall be at the cost of the registered proprietor who is in breach of these covenants.

**5. VARIATION TO OR SURRENDER OF COVENANTS**

5.1 Trek in its capacity as the developer of the subdivision, reserves the right to grant dispensation (to be in writing) to the performance of the conditions in Clause 2.1, provided any such dispensation meets Trek's reasonable expectations for the development.

5.2 If any Grantee should wish to surrender the benefit of any of these covenants then the Grantor concerned shall, upon being requested to do so, consent to such surrender and execute such documents and do such things to enable the surrender and registration of it to be effected.

**6. DISPUTES**

6.1 If any dispute or difference shall arise between the registered proprietor(s) of one allotment and the registered proprietor(s) of another allotment or a registered proprietor(s) of one allotment and the Grantor in respect of any matter arising out of these covenants or the application of them then such dispute or difference shall be determined by the Grantor or entirely at Grantor's discretion some other person appointed by the Grantor for that purpose whose decision shall be final and binding. The costs and expenses of resolving any such dispute or difference shall be borne in such proportion as the person determining the dispute shall in that person's absolute discretion determine.

**7. EXCLUSION OF LIABILITY**

7.1 Trek shall not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any of the allotments or at all as a result of these covenants or otherwise and the Grantors and Grantees shall indemnify and keep indemnified Trek and its successors (other than successors in title after registration or a memorandum of transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of covenants in respect of the allotments which has been transferred by Trek.

**ANNEXURE SCHEDULE**

*Land Transfer Act 1952 section 238(2)*

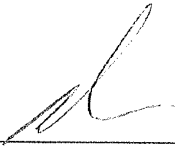
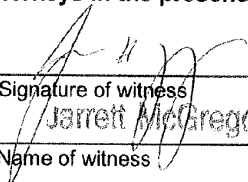
Person giving consent <i>Surname must be underlined</i>	Capacity and interest of Person giving consent <i>(eg Caveator under Caveat No)</i>
WESTPAC NEW ZEALAND LIMITED	Mortgagee under mortgage 9739127.2

**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 instrument.

Dated this 13<sup>th</sup> day of August 2015

**Attestation:**

 <hr/> <p>Mark Robert Pating</p>	<p><b>Executed by the Mortgagee giving consent by its Attorneys in the presence of</b></p> <p>  <hr/> Signature of witness  Jarrett McGregor  <hr/> Name of witness  BANK OFFICER  <hr/> Occupation WESTPAC  CHRISTCHURCH  <hr/> Address</p>
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An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

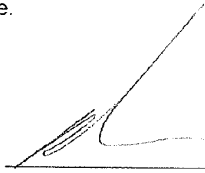
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Mark Paling, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. THAT by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, WESTPAC NEW ZEALAND LIMITED, incorporated in New Zealand and having its principal place of business at 16 Takutai Square, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. THAT at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. THAT at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of Westpac New Zealand Limited or otherwise.

Signed at Christchurch



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Mark Paling

this 13 August 2015