



# View Instrument Details

<b>Instrument Type</b>	Transfer
<b>Instrument No</b>	10993283.3
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	08 March 2018 13:37
<b>Lodged By</b>	Freeman, Malainee Maree

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<b>Affected Computer Registers</b>	<b>Land District</b>
801222	Nelson

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## Transferors

LSK Builders 2011 Limited

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## Transferees

Donald Joel Harris

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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 06/03/2018 05:03 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 Jacintha Clare Atkinson as Transferee Representative on 01/03/2018 11:14 AM

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

# View Instrument Details



**Instrument No** 11040256.1  
**Status** Registered  
**Date & Time Lodged** 27 February 2018 10:04  
**Lodged By** Marshall, Diane Julie  
**Instrument Type** Partial Surrender of Easement



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## Affected Computer Registers    Land District

801178	Nelson
801179	Nelson
801180	Nelson
801181	Nelson
801182	Nelson
801183	Nelson
801184	Nelson
801185	Nelson
801186	Nelson
801187	Nelson
801188	Nelson
801189	Nelson
801190	Nelson
801191	Nelson
801192	Nelson
801193	Nelson
801194	Nelson
801195	Nelson
801196	Nelson
801197	Nelson
801198	Nelson
801199	Nelson
801200	Nelson
801201	Nelson
801202	Nelson
801203	Nelson
801204	Nelson
801205	Nelson
801206	Nelson
801207	Nelson
801208	Nelson
801209	Nelson
801210	Nelson
801211	Nelson
801212	Nelson
801213	Nelson
801214	Nelson
801215	Nelson
801216	Nelson
801217	Nelson
801218	Nelson

<b>Affected Computer Registers</b>	<b>Land District</b>
801219	Nelson
801220	Nelson
801221	Nelson
801222	Nelson
801223	Nelson
801224	Nelson
801225	Nelson
801226	Nelson
801227	Nelson
801228	Nelson
801229	Nelson
801230	Nelson
801231	Nelson
801232	Nelson
801233	Nelson
801234	Nelson
801235	Nelson
801236	Nelson
801237	Nelson
801238	Nelson
801239	Nelson

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**Affected Instrument**                      Easement Instrument 10942861.13

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**Annexure Schedule:** Contains 1 Page.

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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 27/02/2018 10:00 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

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**Grantee Certifications**

I certify that the territorial authority has consented to this transaction and I hold that consent, or the affected easement is not the subject of a condition imposed by the territorial authority

I certify that the Caveator under Caveat 9285359.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent

I certify that the Mortgagee under Mortgage 5574853.2 has consented to this transaction and I hold that consent

**Signature**

Signed by Ross Hannay McKechnie as Grantee Representative on 27/02/2018 10:00 AM

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

Form C

**Easement instrument to surrender Easement or Profit à prendre or Land Covenant**

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

**Grantor**

**LOWER QUEEN STREET LIMITED**

**Grantee**

**LOWER QUEEN STREET LIMITED**

**Surrender of Easement, Profit à prendre or Covenant**

The Grantee, being the registered proprietor of the Dominant Tenement(s) set out in Schedule A, or being the Grantee in gross, hereby surrenders to the Grantor the easement(s), profit(s) à prendre or covenant(s) set out in Schedule A and the Grantor accepts the surrender of those easement(s), profit(s) à prendre or covenant(s)

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose of Easement; <i>Profit or</i> Covenant	Creating Instrument number	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants	10942861.13	801225	801178 - 801224 (inclusive) and 801226 – 801239 (inclusive)



# View Instrument Details

**Instrument Type** Transfer  
**Instrument No** 10993283.2  
**Status** Registered  
**Date & Time Lodged** 08 March 2018 13:37  
**Lodged By** Freeman, Malainee Maree

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**Affected Computer Registers** **Land District**  
801222 Nelson

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## Transferors

Lower Queen Street Limited

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## Transferees

LSK Builders 2011 Limited

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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 Jeremy Charles Barton as Transferor Representative on 07/03/2018 02:31 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 Kim Penketh as Transferee Representative on 06/03/2018 05:03 PM

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

# View Instrument Details



**Instrument No** 10942861.13  
**Status** Registered  
**Date & Time Lodged** 17 January 2018 14:11  
**Lodged By** Marshall, Diane Julie  
**Instrument Type** Easement Instrument



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## Affected Computer Registers    Land District

801178	Nelson
801179	Nelson
801180	Nelson
801181	Nelson
801182	Nelson
801183	Nelson
801184	Nelson
801185	Nelson
801186	Nelson
801187	Nelson
801188	Nelson
801189	Nelson
801190	Nelson
801191	Nelson
801192	Nelson
801193	Nelson
801194	Nelson
801195	Nelson
801196	Nelson
801197	Nelson
801198	Nelson
801199	Nelson
801200	Nelson
801201	Nelson
801202	Nelson
801203	Nelson
801204	Nelson
801205	Nelson
801206	Nelson
801207	Nelson
801208	Nelson
801209	Nelson
801210	Nelson
801211	Nelson
801212	Nelson
801213	Nelson
801214	Nelson
801215	Nelson
801216	Nelson
801217	Nelson
801218	Nelson

<b>Affected Computer Registers</b>	<b>Land District</b>
801219	Nelson
801220	Nelson
801221	Nelson
801222	Nelson
801223	Nelson
801224	Nelson
801225	Nelson
801226	Nelson
801227	Nelson
801228	Nelson
801229	Nelson
801230	Nelson
801231	Nelson
801232	Nelson
801233	Nelson
801234	Nelson
801235	Nelson
801236	Nelson
801237	Nelson
801238	Nelson
801239	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
  - Caveat 9285359.1 is limited in its effect and does not forbid the registration of this transaction
  - I certify that the Mortgagee under Mortgage 5574853.2 has consented to this transaction and I hold that consent
  - Mortgage 10485690.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

**Signature**  
Signed by Jeremy Charles Barton as Grantor Representative on 17/01/2018 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 Jeremy Charles Barton as Grantee Representative on 17/01/2018 12:27 PM

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

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

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

**Grantor**

**LOWER QUEEN STREET LIMITED**

**Grantee**

**LOWER QUEEN 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 **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 as set out in the Annexure Schedules	Lots 1 – 55 and 57 – 63 on DP 513553 (inclusive)	Lots 1 – 55 DP 513553 (inclusive) and Lots 57 – 63 DP 513553 (inclusive) CFR 801178 to 801232 (inclusive) and 801233 – 801239 (inclusive)	Lots 1 – 55 DP 513553 (inclusive) and Lots 57 – 63 DP 513553 (inclusive) CFR 801178 to 801232 (inclusive) and 801233 – 801239 (inclusive)

**Form B**

**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]~~

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

## ANNEXURE SCHEDULE

### INTERPRETATION

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 Lots in the subdivision of which the land the subject hereof forms part.
- “*Grantor*” means the registered proprietor of a servient tenement from time to time and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantor.
- “*Grantee*” means the registered proprietor of a dominant tenement from time to time and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantee.
- “*Ground Level*” means the level prior to any excavation or filling of the Lot, other than that undertaken at the time of subdivision earthworks to prepare the Lot.
- “*Registered Proprietor(s)*” means the registered proprietor from time to time of any Servient Lot.
- “*LQS*” means Lower Queen Street Limited, a duly incorporated company having its registered office in Nelson.
- “*Lot(s)*” in relation to this instrument means a Lot (or Lots) on the subdivision plan of LQS’s subdivision at Lower Queen Street, Richmond.

### A. SUBDIVISION AND STRUCTURES

A.1 The Grantor covenants for the benefit of the Grantee not to do or permit the following:

- (a) The Grantor will not erect or suffer, permit or allow to be erected on the Lot:
- i. Any more than one dwelling and one associated out-building;
  - ii. Any dwelling of a shape which is a single rectangle, or without containing at least one roof break or full valley in the roof;
  - iii. Any pre-used building, dwelling or structure;
  - iv. Any building or structure which is not of a design, colour or exterior cladding matching the design colour or exterior cladding of the dwelling to which it relates;
  - v. Any dwelling, structure or building of corrugated iron or zincalume;
  - vi. Any dwelling, structure or building pre-used materials (excluding bricks) or aluminium cladding materials unless such cladding material has a proprietary coating system, or any sheet material (e.g. fibre cement sheet, Hardie

- sheet), ply or weatherboard unless such material has a proprietary finishing system applied or is properly sealed and painted;
- vii. Any dwelling or building with a roof pitch over 25 degrees above horizontal;
  - viii. Any dwelling or outbuilding of an "A" frame style construction;
  - ix. Any dwelling or outbuilding that incorporates a pole under structure which is not fully enclosed;
  - x. Any dwelling, outbuilding, mast, or aerial exceeding 5.5 metres in height above ground level;
  - xi. Any dwelling or outbuilding with solar panels installed at an angle any greater than 3.5 degrees from the roof slope;
  - xii. Any fence (including any road frontage fence), gate or entry structure constructed of "*Hardiplank*", "*Fibrolite*", "*Hardiflex*" or other flat plywood or flat fibre-cement sheeting or cladding of similar nature, composition or constitution which is not coated with a proprietary textured finish or traditional sand and cement plaster finish, nor any fence constructed of corrugated iron or other metallic cladding material, nor any fence constructed of used or second-hand materials (excluding bricks), nor construct any fence higher than 1.2 metres above natural ground level within 5 metres of the frontage road boundary of the Lot or higher than 1.8m above ground level elsewhere. The "*ground level*" for measuring height shall be the level prior to any excavation or filling of the Lot, other than that undertaken at the time of subdivision earthworks to prepare the Lot. All fences must abut fences on adjoining Lots (if they exist).
  - xiii. Any letterbox not in keeping with the standard of the subdivision and the design of the dwelling on the Lot.

## B. USE OF ALLOTMENT

B.1 The Grantor shall not, nor suffer, permit or allow:

- i. Any dwelling house to remain in an incomplete state for more than six (6) months from the laying down of the foundations for such dwelling;
- ii. Reside in any dwelling house without its exterior completed, including all exterior painting;
- iii. 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 (before the building of a dwelling) PROVIDED HOWEVER storage of such item on the allotment shall be allowed;
- iv. 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 occupation that is otherwise not in breach of this covenant;

- v. 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;
- vi. Grow or permit to grow upon a servient allotment, any tree, shrub or other plant of any variety whatsoever to such extent that it unreasonably interferes with the sunlight to, or view from, any dominant allotment;
- vii. 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 may cut the grass on any servient lot not complying with this clause following seven (7) days after the Grantee has notified the registered proprietor to comply with this clause and the Grantor will pay the Grantee all its costs in doing so. The provisions of this clause shall only apply prior to the commencement of building on a servient lot;
- viii. 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 constructions when contractors should be instructed to remove waste materials on a regular basis;
- ix. Move soil or other material off the allotment onto an adjoining allotment without written consent of the owner of the relevant adjoining allotment;
- x. 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;
- xi. 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 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 Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds.

#### **C. DEVELOPMENT INFRASTRUCTURE**

- C.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.
- C.2 In the event of any accidental spillage of foreign discharge the registered proprietor shall immediately take remedial action at their sole cost.
- C.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.
- C.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.
- C.5 For the removal of doubt, the registered proprietors are responsible to LQS for any damage caused by the registered proprietors' contractors.

#### **D. BREACH OF COVENANTS**

- D.1 If the registered proprietors or occupier for the time being or any Grantor breaches any of the covenants the Grantor or occupier shall on written request 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 had 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 twenty (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.

- D.2 Should any breach or non-observance of these covenants continue after the expiry of twenty (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.
- D.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.

#### **E. VARIATION TO OR SURRENDER OF COVENANTS**

- E.1 LQS 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 A.1 provided any such dispensation meets LQS's reasonable expectations for the development.
- E.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 registration of it to be effected.

#### **F. DISPUTES**

- F.1 If any dispute of 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 LQS in respect of any matter arising out of these covenants or the application of them then such dispute or difference shall be determined by LQS and entirely at the discretion of LQS, some other person appointed by the LQS 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.

#### **G. EXCLUSION OF LIABILITY**

- G.1 LQS 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 LQS and its successors (other than successors in title after registration or 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 have been transferred by LQS.

#### **H. SHOW HOMES**

- H.1 For the avoidance of doubt Lots 1-12 inclusive to be created from the land by the LQS subdivision may with the consent of the relevant Territorial Authority be used as "Show Home" sites.