

View Instrument Details



Instrument No 9356118.11
Status Registered
Date & Time Lodged 12 April 2013 15:57
Lodged By O Regan, Michael Bede
Instrument Type Easement Instrument



Affected Computer Registers Land District

597420	Nelson
597421	Nelson
597422	Nelson
597423	Nelson
597424	Nelson
597425	Nelson
597426	Nelson
597427	Nelson
597428	Nelson
597429	Nelson
597430	Nelson
597431	Nelson
597432	Nelson
597433	Nelson
597434	Nelson
597435	Nelson
597436	Nelson
597437	Nelson
597438	Nelson
597439	Nelson
599276	Nelson
599280	Nelson

Annexure Schedule: Contains 5 Pages.

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 Michael Bede O Regan as Grantor Representative on 28/02/2013 02:36 PM

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

Grantee Certifications

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 Michael Bede O Regan as Grantee Representative on 28/02/2013 02:36 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

GIBAIR DEVELOPMENTS LIMITED

Grantee

GIBAIR 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	DP 451692	Lot 66 CT 597420 Lot 67 CT 597421 Lot 68 CT 597422 Lot 69 CT 597423 Lot 70 CT 597424 Lot 71 CT 597425 Lot 72 CT 597426 Lot 73 CT 597427 Lot 74 CT 597428 Lot 75 CT 597429 Lot 76 CT 597430 Lot 78 CT 597431 Lot 79 CT 597432 Lot 80 CT 597433 Lot 81 CT 597434 Lot 82 CT 597435 Lot 83 CT 597436 Lot 87 CT 597437 Lot 88 CT 597438 Lot 89 CT 597439	Lot 66 CT 597420 Lot 67 CT 597421 Lot 68 CT 597422 Lot 69 CT 597423 Lot 70 CT 597424 Lot 71 CT 597425 Lot 72 CT 597426 Lot 73 CT 597427 Lot 74 CT 597428 Lot 75 CT 597429 Lot 76 CT 597430 Lot 78 CT 597431 Lot 79 CT 597432 Lot 80 CT 597433 Lot 81 CT 597434 Lot 82 CT 597435 Lot 83 CT 597436 Lot 87 CT 597437 Lot 88 CT 597438 Lot 89 CT 597439 Lot 4 CT 599276 Lot 6 CT 599280

Form B - continued

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:

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

[Annexure Schedule]

ANNEXURE SCHEDULE - LAND COVENANTS:

The registered proprietor of the Servient Tenement as described in Schedule A to this instrument covenants with the registered proprietor of the Dominant Tenement described in this instrument as follows:

1. Not to erect or permit to be erected on the servient land:
 - (i) Any dwelling having a closed in floor area excluding any carport or garage of less than 140m².
 - (ii) Any hut, garage or shed of any kind for permanent or residential use except any hut, garage or shed for limited periods of time during construction on the land and then only with the prior written approval of GIBAIR DEVELOPMENTS LIMITED or its nominee.
 - (iii) Any second-hand dwelling, building or structure or any dwelling, building or structure built of or using second-hand material.
 - (iv) Any dwelling not built on site and from individual design which restriction includes a relocated dwelling or kitset or prefabricated dwelling.
 - (v) Any dwelling and improvements the plans and specifications of which have not been first approved in writing by GIBAIR DEVELOPMENTS LIMITED or its nominee and the plans and specifications submitted for approval must specify all external materials to be used in construction.
 - (vi) Any dwelling, building or improvement using in its construction flat fibrolight or any building material other than brick, stone, concrete, plaster finish, or timber weather boards for outer walls or facings except where approved in writing by GIBAIR DEVELOPMENTS LIMITED or its nominee.
2. With the exception of lots 66 & 78 not to erect other than one dwelling or other building improvements associated with a single residential dwelling.

3. Not to build on each of the lots specified in the schedule below ("the schedule") any building or part of a building above the maximum height specified in the schedule the covenant as to height in each case being for the benefit of the lot or lots identified in the schedule and the height in each case measured in metres above the Nelson City Council Datum as determined from the benchmarks in the roadway adjacent to the lots in each case:

SCHEDULE		
<u>Servient Lot (DP 451692)</u>	<u>Maximum Height</u>	<u>Dominant Lot/s (DP 451692)</u>
Lot 67	135.00	Lots 6, 88 & 89
Lot 68	132.20	Lots 88 & 89
Lot 69	130.20	Lots 87 & 88
Lot 70	127.50	Lots 4, 87 & 88
Lot 71	125.00	Lots 4 & 87
Lot 82	123.50	Lots 4 & 87

4. The registered proprietors for the time being of Lots 71, 78, 79, 80 & 81 shall not reside in a dwelling built on any of the specified lots until provision has been made for a vehicle crossing to provide access to the relevant lot which complies with the Nelson City Council roading standard for residential vehicle crossings.
5. The registered proprietor of the servient land shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the grantee.
6. The registered proprietor of servient land will keep the servient land clear of noxious weeds, gorse, and broom and regularly mow the servient land and keep the same in a tidy order and condition. In the event of any breach of this covenant GIBAIR DEVELOPMENTS LIMITED and its authorised agents and contractors shall be entitled to access to the servient land to clear any noxious weeds, gorse or broom and keep the same in a tidy condition and any costs incurred by GIBAIR DEVELOPMENTS LIMITED

shall be payable by the proprietor of the servient tenement forthwith on a request for payment by GIBAIR DEVELOPMENTS LIMITED.

CONDITIONS RELATING TO COVENANTS:

The covenants clauses 1 (i) to (vi) (inclusive) & 2, & 4 shall end and be extinguished in relation to each of the servient lots on completion of construction of a dwelling and building improvements on each servient lot in conformity with the covenants set out above.