

# View Instrument Details



**Instrument No** 10244165.10  
**Status** Registered  
**Date & Time Lodged** 14 December 2015 15:16  
**Lodged By** Marshall, Diane Julie  
**Instrument Type** Easement Instrument



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## Affected Computer Registers    Land District

672896	Nelson
709033	Nelson
709034	Nelson
709035	Nelson
709036	Nelson
709037	Nelson
709038	Nelson
709039	Nelson
709040	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

I certify that the Mortgagee under Mortgage 371591.1 has consented to this transaction and I hold that consent

I certify that the Mortgagee under Mortgage 9574214.3 has consented to this transaction and I hold that consent

Mortgage 9429028.2 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

Mortgage 9651358.1 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 14/12/2015 02:59 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 Jeremy Charles Barton as Grantee Representative on 14/12/2015 02:59 PM

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

**Easement instrument to create land covenant**

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

**Grantor**

**DANIEL AARON FREILICH AND ANDREA FREILICH**

**Grantee**

**MAPUA LIMITED**

**Creation of Covenant**

**The Grantor** being the registered proprietor of the servient tenement set out in Schedule A **creates** the covenants **set out** in Schedule B, 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 Covenant as set out in Annexure Schedule B		Lot 12 DP 480837 – CFR 672896 (Part)	Lots 1 – 8 DP 490656 (inclusive) – CFR 709033 to 709040 (inclusive)

**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.

**“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.

Daniel Aaron Freilich and Andrea Freilich shall only be liable in respect of the stipulations and restrictions which occur while they are the registered proprietor of the Servient Tenement and will not be liable because of any action they take or fail to take or for any default in any building erected on the Servient Tenement or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Servient Tenement shall indemnify and keep indemnified Daniel Aaron Freilich and Andrea Freilich 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 the Servient Tenement or part thereof which has been transferred by them to another registered proprietor.

In the event that the Grantee or any subsequent grantee is in breach of any of these covenants they shall on request from the Grantor or any subsequent grantor (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 Grantee or any subsequent grantee shall also pay to the Enforcer:

- a. 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
- b. 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 Annexure Schedule B.

**ANNEXURE SCHEDULE B****Schedule of Covenants**

1. The Grantor will not, within 25 metres of the common boundary between the Servient and Dominant Tenement, erect, construct, or allow to be erected or constructed, any structure (including dwellings and outbuildings) part of which is more than 5.5 metres above the highest point of the foundation footprint of the structure on the Servient Tenement.
2. In the event of any dispute or difference out of or in connection with these covenants, such dispute or difference will be referred at the request of either party to the arbitration of a single arbitrator on the following terms:-
  - 4.1 The arbitrator is to be jointly agreed upon between the parties;

Document 11

- 4.2 If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, either party may require the president of the Nelson Branch of the New Zealand Law Society to nominate an arbitrator and that nomination will bind the parties;
- 4.3 The reference is a reference to single arbitration under the Arbitration Act 1996;
- 4.4 The arbitrator's decision is final and binding and may include:
  - 4.4.1 An order for costs;
  - 4.4.2 An order for enforcement;
  - 4.4.3 Interest on moneys payable.

# View Instrument Details



**Instrument No** 10399029.4  
**Status** Registered  
**Date & Time Lodged** 19 May 2016 12:28  
**Lodged By** Earle, David Antony  
**Instrument Type** Easement Instrument



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## Affected Computer Registers    Land District

724632	Nelson
724633	Nelson
736920	Nelson

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**Annexure Schedule:** Contains 4 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 371591.1 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 9574214.3 has consented to this transaction and I hold that consent

## Signature

Signed by David Antony Earle as Grantor Representative on 19/05/2016 12:25 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 David Antony Earle as Grantee Representative on 19/05/2016 12:25 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**

Daniel Aaron FREILICH and Andrea FREILICH

**Grantee**

Daniel Aaron FREILICH and Andrea FREILICH

**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) DP 494693	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Covenants 1-6 inclusive		724633 724632 736920	724633 724632 736920

Form B - continued

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**Easements or profits à prendre rights and powers (including terms, covenants and conditions)**

**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:

[Annexure Schedule B]

**ANNEXURE SCHEDULE B**

**1 Design Controls, General Standards and Prohibitions**

A Registered Proprietor shall not erect or permit to be erected on any Lot(s):

- 1.1 Any dwelling of an A-frame style;
- 1.2 Any dwelling or outbuilding using pole foundations where the poles are not enclosed;
- 1.3 Any dwelling substantially constructed of or clad in used materials;
- 1.4 Any kitset house;
- 1.5 Any building (including dwelling units) constructed off-site;
- 1.6 Any dwelling using exterior cladding on more than 20% of external walls (not including the area of windows and doors) of the type or appearance of Hardiplank weather sheet, board or any other form provided that brick, stone, stucco and natural wood outer surfaces shall not be in breach of this covenant;
- 1.7 Any dwelling with a roof constructed of corrugated iron or steel (other than coloursteel or an equivalent product) whether unpainted or painted after manufacture, provided that ceramic tiles and/or decramastic and/or coloursteel products pre-painted or pre-coated in their manufacturing process shall not be in breach of this covenant.
- 1.8 Any dwelling clad in corrugated iron or steel or other cladding not conventionally used in residential construction;
- 1.9 Any dwelling clad in more than 40% in board and batten or ply and batten, unless prior written approval is granted by Daniel Aaron Freilich and Andrea Freilich;
- 1.10 Any outbuildings other than an outbuilding of a style similar to the dwelling erected or to be erected on the land or other than one pre-fabricated (but not pre-used) garden shed which is adequately screened from neighbouring properties.
- 1.12 Any structure (including dwellings and outbuildings) part of which is more than 5.5 metres above the highest point of the foundation footprint.

**2 Specific Designs/Controls**

- 2.1 The minimum enclosed floor area of each dwelling shall be 180 square metres (including garaging or outbuildings), unless prior written approval is granted by Daniel Aaron Freilich and Andrea Freilich;
- 2.2 Construction of any dwelling or ancillary building shall be completed within 18 months of laying down the foundations for such building and no building once under construction shall be left without substantial work being carried out for a period of 3 months;
- 2.3 The use of any caravan or campervan or other similar facility for regular overnight sleeping accommodation on any Lot during the construction of any dwelling is prohibited.

**3 General Standards**

- 3.1 Not bring onto or allow to remain on any Lot or on any road or thoroughfare of the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or sufficiently screened from any road adjacent to the Lot and from neighbouring Lot(s) so as to preserve the amenity of the subdivision (other than during the period of construction on the property);

- 3.2 Not allow any animal (including dogs and other domestic pets) to be kept in or about any Lot and buildings thereon, which is likely to cause undue nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole;
- 3.3 Not allow any Lot(s) or buildings thereon to deteriorate in any way which detrimentally affects the amenity of the subdivision (including permitting noise to escape which is likely to cause offence to any other occupiers of any Lot(s)).

**4 Control of Planting**

The registered proprietor shall not permit trees or other plants to be grown to exceed a height of 4.5 metres above the highest natural or undisturbed ground level of any Lot(s).

**5 Water Tank**

- 5.1 Any water tank installed on the property that has a greater capacity than 5 cubic metres (5,000 litres) will:
- (a) be buried to a minimum of one third of its height;
  - (b) be buried so that the portion visible above the surface of ground appears no larger in bulk than a 5000 litre tank on the surface;
- 5.2 All water tanks must:
- (a) be screened from the neighbouring properties to the satisfaction of Daniel Aaron Freilich and Andrea Freilich;
  - (b) not be installed at the road frontage.
- 5.3 A tank which is totally enclosed under a house or garage and not visible from the boundary is permitted and not subject to paragraphs 5.1 and 5.2.

**6 Disputes**

Any difference or dispute between any parties regarding the interpretation of these covenants or as conferred by such covenants shall be referred at the request of either party to the arbitration of a single arbitrator on the following terms:

- 6.1 The arbitrator is to be jointly agreed upon by the parties;
- 6.2 If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, then the arbitrator shall be appointed by the President of the Nelson District Law Society for the time being and such nomination will bind the parties;
- 6.3 The reference is a reference to a single arbitration under the Arbitration Act 1996;
- 6.4 The arbitrator's decision shall be final and binding on both parties and may include an order for costs, an order for enforcement and interest on monies payable;
- 6.5 The parties will not resort to litigation except for the purposes of enforcing this clause.

**Daniel Aaron Freilich and Andrea Freilich will not be liable because of any action they take or fail to take or for any default in any building, structure or improvement erected on any of the properties in the subdivision or for any breach of these covenants or otherwise and the registered proprietors for the time being of the servient and dominant lots shall indemnify and keep indemnified Daniel Aaron Freilich and Andrea Freilich and their successors from any costs, claims, suits, demands or liabilities arising out of or under these covenants.**

# View Instrument Details



**Instrument No** 12463810.18  
**Status** Registered  
**Date & Time Lodged** 07 June 2022 16:25  
**Lodged By** Dehar, Vicki Louise  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1055097	Nelson
1055098	Nelson
1055099	Nelson
1055100	Nelson
1055101	Nelson
1055102	Nelson
1055103	Nelson
1055104	Nelson
1055105	Nelson
1055106	Nelson
1055107	Nelson
1055108	Nelson
1055109	Nelson
1055110	Nelson
1055111	Nelson
1055112	Nelson
1055113	Nelson
1055114	Nelson
1055115	Nelson
1055116	Nelson
1055117	Nelson
1055118	Nelson
1055120	Nelson

**Annexure Schedule** Contains 9 Pages.

## Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Gerhardus Christoffel Engelbrecht as Covenantor Representative on 21/07/2022 02:12 PM

## Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Gerhardus Christoffel Engelbrecht as Covenantee Representative on 21/07/2022 02:12 PM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

**Form 26**

**Covenant Instrument to note land covenant**

(Section 116(1)(a) & (b) Land Transfer Act 2017)

**Covenantor**

Daniel Aaron FREILICH and Andrea FREILICH

**Covenantee**

Daniel Aaron FREILICH and Andrea FREILICH

**Grant of Covenant**

**The Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

**Schedule A**  
*required*

*Continue in additional Annexure Schedule, if*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants (1-6 inclusive)	LT 575291	Lot 1 (RT 1055097)	Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)

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		<p>Lot 2 (RT 1055098)</p>	<p>Lot 1 (RT 1055097), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>
		<p>Lot 3 (RT 1055099)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>
		<p>Lot 4 (RT 1055100)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>
		<p>Lot 5 (RT 1055101)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>

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	<p>Lot 6 (RT 1055102)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>
	<p>Lot 7 (RT 1055103)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>
	<p>Lot 8 (RT 1055104)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>
	<p>Lot 19 (RT 1055105)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>

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	<p>Lot 20 (RT 1055106)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>
	<p>Lot 21 (RT 1055107)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>
	<p>Lot 22 (RT 1055108)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>
	<p>Lot 23 (RT 1055109)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

	<p>Lot 24 (RT 1055110)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>
	<p>Lot 25 (RT 1055111)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>
	<p>Lot 26 (RT 1055112)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>
	<p>Lot 27 (RT 1055113)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

	<p>Lot 28 (RT 1055114)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>
	<p>Lot 29 (RT 1055115)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>
	<p>Lot 30 (RT 1055116)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 31 (RT 1055117), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>
	<p>Lot 31 (RT 1055117)</p>	<p>Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 32 (RT 1055118), Lot 34 (RT 1055120)</p>

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

		Lot 32 (RT 1055118)	Lot 1 (RT 1055097), Lot 2 (RT 1055098), Lot 3 (RT 1055099), Lot 4 (RT 1055100), Lot 5 (RT 1055101), Lot 6 (RT 1055102), Lot 7 (RT 1055103), Lot 8 (RT 1055104), Lot 19 (RT 1055105), Lot 20 (RT 1055106), Lot 21 (RT 1055107), Lot 22 (RT 1055108), Lot 23 (RT 1055109), Lot 24 (RT 1055110), Lot 25 (RT 1055111), Lot 26 (RT 1055112), Lot 27 (RT 1055113), Lot 28 (RT 1055114), Lot 29 (RT 1055115), Lot 30 (RT 1055116), Lot 31 (RT 1055117), Lot 34 (RT 1055120)
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**Covenant rights and powers (including terms, covenants and conditions)**

Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.

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

[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017].

Annexure Schedule B.

**ANNEXURE SCHEDULE B**

**1 Design Controls, General Standards and Prohibitions**

A Registered Proprietor shall not erect or permit to be erected on any Lot(s):

- 1.1 Any dwelling of an A-frame style;
- 1.2 Any dwelling or outbuilding using pole foundations where the poles are not enclosed;

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

- 1.3 Any dwelling substantially constructed of or clad in used materials;
- 1.4 Any kitset house;
- 1.5 Any building (including dwelling units) constructed off-site;
- 1.6 Any dwelling using exterior cladding on more than 20% of external walls (not including the area of windows and doors) of the type or appearance of Hardiplank weather sheet, board or any other form provided that brick, stone, stucco and natural wood outer surfaces shall not be in breach of this covenant;
- 1.7 Any dwelling with a roof constructed of corrugated iron or steel (other than coloursteel or an equivalent product) whether unpainted or painted after manufacture, provided that ceramic tiles and/or decramastic and/or coloursteel products pre-painted or pre-coated in their manufacturing process shall not be in breach of this covenant.
- 1.8 Any dwelling clad in corrugated iron or steel or other cladding not conventionally used in residential construction;
- 1.9 Any dwelling clad in more than 40% in board and batten or ply and batten, unless prior written approval is granted by Daniel Aaron Freilich and Andrea Freilich ("the Developers");
- 1.10 Any outbuildings other than an outbuilding of a style similar to the dwelling erected or to be erected on the land or other than one pre-fabricated (but not pre-used) garden shed which is adequately screened from neighbouring properties.
- 1.11 Any structure (including dwellings and outbuildings) part of which is more than 5.5 metres above the Developer's finished ground level on each Lot with the exclusion of Lots 4, 5 and 8 with a maximum height that will be 4.5 meters from the Developer's finished ground level on those Lots

## **2 Specific Designs/Controls**

- 2.1 The minimum enclosed floor area of each dwelling shall be 180 square metres (including garaging or outbuildings), unless prior written approval is granted by the Developers;
- 2.2 Construction of any dwelling or ancillary building shall be completed within 18 months of laying down the foundations for such building and no building once under construction shall be left without substantial work being carried out for a period of 3 months;
- 2.3 The use of any caravan or campervan or other similar facility for regular overnight sleeping accommodation on any Lot during the construction of any dwelling is prohibited.

## **3 General Standards**

- 3.1 Not bring onto or allow to remain on any Lot or on any road or thoroughfare of the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or sufficiently screened from any road adjacent to the Lot and from neighbouring Lot(s) so as to preserve the amenity of the subdivision (other than during the period of construction on the property);
- 3.2 Not allow any animal (including dogs and other domestic pets) to be kept in or about any Lot and buildings thereon, which is likely to cause undue nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole;
- 3.3 Not allow any Lot(s) or buildings thereon to deteriorate in any way which detrimentally affects the amenity of the subdivision (including permitting noise to escape which is likely to cause offence to any other occupiers of any Lot(s)).

## **4 Control of Planting**

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

The registered proprietor shall not permit trees or other plants to be grown to exceed a height of 4.5 metres above the highest natural or undisturbed ground level of any Lot(s).

**5 Water Tank**

- 5.1 Any water tank installed on the property that has a greater capacity than 5 cubic metres (5,000 litres) will:
- (a) be buried;
  - (b) be buried so that the portion visible above the surface of ground appears no larger in bulk than a 5000 litre tank on the surface;
- 5.2 All water tanks must:
- (a) be screened from the neighbouring properties to the satisfaction of the Developers;
  - (b) not be installed at the road frontage.
- 5.3 A tank which is totally enclosed under a house or garage and not visible from the boundary is permitted and not subject to paragraphs 5.1 and 5.2.

**6 Disputes**

Any difference or dispute between any parties regarding the interpretation of these covenants or as conferred by such covenants shall be referred at the request of either party to the arbitration of a single arbitrator on the following terms:

- 6.1 The arbitrator is to be jointly agreed upon by the parties;
- 6.2 If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, then the arbitrator shall be appointed by the President of the Nelson District Law Society for the time being and such nomination will bind the parties;
- 6.3 The reference is a reference to a single arbitration under the Arbitration Act 1996;
- 6.4 The arbitrator's decision shall be final and binding on both parties and may include an order for costs, an order for enforcement and interest on monies payable;
- 6.5 The parties will not resort to litigation except for the purposes of enforcing this clause.

The Developers will not be liable because of any action they take or fail to take or for any default in any building, structure or improvement erected on any of the properties in the subdivision or for any breach of these covenants or otherwise and the registered proprietors for the time being of the servient and dominant lots shall indemnify and keep indemnified (jointly and severally) the Developers and their successors from any costs, claims, suits, demands or liabilities arising out of or under these covenants.

# View Instrument Details



**Instrument No** 9925721.6  
**Status** Registered  
**Date & Time Lodged** 11 December 2014 14:33  
**Lodged By** Earle, David Antony  
**Instrument Type** Easement Instrument



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## Affected Computer Registers Land District

672887	Nelson
672888	Nelson
672889	Nelson
672890	Nelson
672891	Nelson
672892	Nelson
672893	Nelson
672894	Nelson
672895	Nelson
672896	Nelson

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**Annexure Schedule:** Contains 4 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 371591.1 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 8493548.3 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 9574214.3 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 9574214.4 has consented to this transaction and I hold that consent

## Signature

Signed by David Antony Earle as Grantor Representative on 04/12/2014 04:46 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 David Antony Earle as Grantee Representative on 04/12/2014 04:47 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**

Daniel Aaron FREILICH and Andrea FREILICH

**Grantee**

Daniel Aaron FREILICH and Andrea FREILICH

**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) DP 480837	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Covenants 1-6 inclusive		672887 672888 672889 672890 672891 672892 672893 672894 672895	672887 672888 672889 672890 672891 672892 672893 672894 672895 672896

Form B - continued

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**Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

**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:

[Annexure Schedule B]

**ANNEXURE SCHEDULE B**

**1 Design Controls, General Standards and Prohibitions**

A Registered Proprietor shall not erect or permit to be erected on any Lot(s):

- 1.1 Any dwelling of an A-frame style;
- 1.2 Any dwelling or outbuilding using pole foundations where the poles are not enclosed;
- 1.3 Any dwelling substantially constructed of or clad in used materials;
- 1.4 Any kitset house;
- 1.5 Any building (including dwelling units) constructed off-site;
- 1.6 Any dwelling using exterior cladding on more than 20% of external walls (not including the area of windows and doors) of the type or appearance of Hardiplank weather sheet, board or any other form provided that brick, stone, stucco and natural wood outer surfaces shall not be in breach of this covenant;
- 1.7 Any dwelling with a roof constructed of corrugated iron or steel (other than coloursteel or an equivalent product) whether unpainted or painted after manufacture, provided that ceramic tiles and/or decramastic and/or coloursteel products pre-painted or pre-coated in their manufacturing process shall not be in breach of this covenant.
- 1.8 Any dwelling clad in corrugated iron or steel or other cladding not conventionally used in residential construction;
- 1.9 Any dwelling clad in more than 40% in board and batten or ply and batten, unless prior written approval is granted by Daniel Aaron Freilich and Andrea Freilich;
- 1.10 Any outbuildings other than an outbuilding of a style similar to the dwelling erected or to be erected on the land or other than one pre-fabricated (but not pre-used) garden shed which is adequately screened from neighbouring properties.
- 1.12 Any structure (including dwellings and outbuildings) part of which is more than 5.5 metres above the highest point of the foundation footprint.

**2 Specific Designs/Controls**

- 2.1 The minimum enclosed floor area of each dwelling shall be 180 square metres (including garaging or outbuildings), unless prior written approval is granted by Daniel Aaron Freilich and Andrea Freilich;
- 2.2 Construction of any dwelling or ancillary building shall be completed within 18 months of laying down the foundations for such building and no building once under construction shall be left without substantial work being carried out for a period of 3 months;
- 2.3 The use of any caravan or campervan or other similar facility for regular overnight sleeping accommodation on any Lot during the construction of any dwelling is prohibited.

**3 General Standards**

- 3.1 Not bring onto or allow to remain on any Lot or on any road or thoroughfare of the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or sufficiently screened from any road adjacent to the Lot and from neighbouring Lot(s) so as to preserve the amenity of the subdivision (other than during the period of construction on the property);

- 3.2 Not allow any animal (including dogs and other domestic pets) to be kept in or about any Lot and buildings thereon, which is likely to cause undue nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole;
- 3.3 Not allow any Lot(s) or buildings thereon to deteriorate in any way which detrimentally affects the amenity of the subdivision (including permitting noise to escape which is likely to cause offence to any other occupiers of any Lot(s).

**4 Control of Planting**

The registered proprietor shall not permit trees or other plants to be grown to exceed a height of 4.5 metres above the highest natural or undisturbed ground level of any Lot(s).

**5 Water Tank**

- 5.1 Any water tank installed on the property that has a greater capacity than 5 cubic metres (5,000 litres) will:
  - (a) be buried to a minimum of one third of its height;
  - (b) be buried so that the portion visible above the surface of ground appears no larger in bulk than a 5000 litre tank on the surface;
- 5.2 All water tanks must:
  - (a) be screened from the neighbouring properties to the satisfaction of Daniel Aaron Freilich and Andrea Freilich;
  - (b) not be installed at the road frontage.
- 5.3 A tank which is totally enclosed under a house or garage and not visible from the boundary is permitted and not subject to paragraphs 5.1 and 5.2.

**6 Disputes**

Any difference or dispute between any parties regarding the interpretation of these covenants or as conferred by such covenants shall be referred at the request of either party to the arbitration of a single arbitrator on the following terms:

- 6.1 The arbitrator is to be jointly agreed upon by the parties;
- 6.2 If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, then the arbitrator shall be appointed by the President of the Nelson District Law Society for the time being and such nomination will bind the parties;
- 6.3 The reference is a reference to a single arbitration under the Arbitration Act 1996;
- 6.4 The arbitrator's decision shall be final and binding on both parties and may include an order for costs, an order for enforcement and interest on monies payable;
- 6.5 The parties will not resort to litigation except for the purposes of enforcing this clause.

**Daniel Aaron Freilich and Andrea Freilich** will not be liable because of any action they take or fail to take or for any default in any building, structure or improvement erected on any of the properties in the subdivision or for any breach of these covenants or otherwise and the registered proprietors for the time being of the servient and dominant lots shall indemnify and keep indemnified Daniel Aaron Freilich and Andrea Freilich and their successors from any costs, claims, suits, demands or liabilities arising out of or under these covenants.



# View Instrument Details

**Instrument Type** Transfer  
**Instrument No** 12524393.3  
**Status** Registered  
**Date & Time Lodged** 05 August 2022 14:35  
**Lodged By** Scott, Lynda Pearl

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**Affected Records of Title** 1055104  
**Land District** Nelson

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## Transferors

Andrea Freilich  
Daniel Aaron Freilich

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## Transferees

Mike Greer Homes Nelson 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 Gerhardus Christoffel Engelbrecht as Transferor Representative on 05/08/2022 09:49 AM

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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 Deborah Elisabeth Magee as Transferee Representative on 05/08/2022 09:49 AM

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# View Instrument Details

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

# View Instrument Details



**Instrument No** 10244165.11  
**Status** Registered  
**Date & Time Lodged** 14 December 2015 15:16  
**Lodged By** Marshall, Diane Julie  
**Instrument Type** Easement Instrument



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## Affected Computer Registers    Land District

672896	Nelson
709033	Nelson
709034	Nelson
709035	Nelson
709036	Nelson
709037	Nelson
709038	Nelson
709039	Nelson
709040	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

Mortgage 371591.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

Mortgage 9574214.3 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

Mortgage 9429028.2 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

I certify that the Mortgagee under Mortgage 9651358.1 has consented to this transaction and I hold that consent

## Signature

Signed by Jeremy Charles Barton as Grantor Representative on 07/01/2016 10:14 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 Jeremy Charles Barton as Grantee Representative on 07/01/2016 10:15 AM

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

**Easement instrument to create land covenant**

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

**Grantor**

**MAPUA LIMITED**

**Grantee**

**DANIEL AARON FREILICH AND ANDREA FREILICH and  
MAPUA LIMITED**

**Creation of Covenant**

**The Grantor** being the registered proprietor of the servient tenement set out in Schedule A **creates** the covenants **set out** in Schedule B, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A**  
*required*

*Continue in additional Annexure Schedule, if*

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 Annexure Schedules	Lots 1 – 8 DP 490656 (inclusive)	Lots 1-8 DP 490656 (inclusive) being CFR 709033 to 709040 (inclusive)	Lot 12 DP 480837 – CFR 672896 (Part) and Lots 1-8 DP 490656 (inclusive) being CFR 709033 to 709040 (inclusive)

**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.

**“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.

Mapua 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 Servient Tenements or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Servient Tenements shall indemnify and keep indemnified Mapua 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.

In the event that the Grantee or any subsequent grantee is in breach of any of these covenants they shall on request from the Grantor or any subsequent grantor (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 Grantee or any subsequent grantee shall also pay to the Enforcer:

- a. 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
- b. 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 Annexure Schedule B.

**ANNEXURE SCHEDULE B****Schedule of Covenants**

1. The Grantor will not erect, construct, or allow to be erected or constructed on the Servient Tenement, any structure (including dwellings and outbuildings) part of which is more than 5.5 metres above the highest point of the foundation footprint of the structure on the Servient Tenement.
2. In the event of any dispute or difference out of or in connection with these covenants, such dispute or difference will be referred at the request of either party to the arbitration of a single arbitrator on the following terms:-
  - 4.1 The arbitrator is to be jointly agreed upon between the parties;
  - 4.2 If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, either party may require the president of the

Nelson Branch of the New Zealand Law Society to nominate an arbitrator and that nomination will bind the parties;

- 4.3 The reference is a reference to single arbitration under the Arbitration Act 1996;
- 4.4 The arbitrator's decision is final and binding and may include:
  - 4.4.1 An order for costs;
  - 4.4.2 An order for enforcement;
  - 4.4.3 Interest on moneys payable.