



View Instrument Details

Instrument No 10568629.7
Status Registered
Date & Time Lodged 24 November 2016 14:12
Lodged By Nelson, Brian James Maurice
Instrument Type Easement Instrument



Affected Computer Registers **Land District**

747629	Nelson
747630	Nelson
747631	Nelson
747632	Nelson
747633	Nelson
747634	Nelson
747635	Nelson
747636	Nelson
747637	Nelson
747638	Nelson
747639	Nelson
747640	Nelson
747641	Nelson
747642	Nelson
747643	Nelson
747644	Nelson
747645	Nelson
747646	Nelson
747647	Nelson
747648	Nelson
747651	Nelson
747652	Nelson

Annexure Schedule: Contains 8 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
- I certify that the Mortgagee under Mortgage 10330023.3 has consented to this transaction and I hold that consent

Signature

Signed by Brian James Maurice Nelson as Grantor Representative on 06/12/2016 03:06 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 Brian James Maurice Nelson as Grantee Representative on 06/12/2016 03:06 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

HARTACRES LIMITED

Grantee

HARTACRES 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) DP 501077	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		Lots 1-19 (CTs 747629, 747630, 747631, 747632, 747633, 747634, 747635, 747636, 747637, 747638, 747639, 747640, 747641, 747642, 747643, 747644, 747645, 747646, 747647)	Lots 1-19 (CTs 747629, 747630, 747631, 747632, 747633, 747634, 747635, 747636, 747637, 747638, 747639, 747640, 747641, 747642, 747643, 747644, 747645, 747646, 747647)
		Lot 27 (CT 747651)	Lot 27 (CT 747651)
		Lot 28 (CT 747648)	Lot 28 (CT 747648)
		Lot 29 (CT 747652)	Lot 29 (CT 747652)

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] [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]

Form L

Annexure Schedule

Page 1 of 6 Pages

Insert instrument type

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Continue in additional Annexure Schedule, if required

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
- “Hartacres” means Hartacres Limited 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 Hartacres 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. Hartacres is entitled to withhold its approval at its discretion however if Hartacres 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. Hartacres 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.

Form L

Annexure Schedule

Page 2 of 6 Pages

Insert instrument type

Continue in additional Annexure Schedule, if required

- 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 to the dwelling to which it relates;
 - vii. Any dwelling, building or other structure using any galvanised iron, zincalume 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) unless such material has a proprietary finishing system applied or is properly sealed and painted;
 - viii. Any dwelling building or other structure having a plywood, board and batten or plywood and batten exterior cladding;
 - ix. Any dwelling, building or structure constructed of pre-used materials (excluding bricks);
 - x. Any dwelling or building whatsoever that has windows, sky lights or doors within the roof structure provided however that Hartacres 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;

Form L

Annexure Schedule

Page 3 of 6 Pages

Insert instrument type

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Continue in additional Annexure Schedule, if required

- xi. Any dwelling, garage or building incorporating a "tilta" type door. Sectional type doors shall not be in breach of this provision;
- xii. 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) On a boundary adjoining Lot 34 (Reserve) other than 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.
 - (5) In respect of all other lots, 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) Does not abut fences on adjoining Lots (if they exist) but a gap through the fence for a driveway is allowed.
- xiii. 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 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.

Form L

Annexure Schedule

Page 4 of 6 Pages

*Insert instrument type**Continue in additional Annexure Schedule, if required*

- 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 Hartacres may cut the grass on any servient lot not complying with this clause following seven days after the Grantee or Hartacres has notified the registered proprietor to comply with this clause and the Grantor will pay the Grantee or Hartacres 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 cast.

Form L

Insert instrument type

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Continue in additional Annexure Schedule, if required

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 Hartacres 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 of 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 Hartacres 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 Hartacres' Directors' reasonable expectations for the development. Such dispensations shall override any condition to the contrary in Clause 2.1.

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.

Form L

Annexure Schedule

Page 6 of 6 Pages

Insert Instrument type

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Continue in additional Annexure Schedule, if required

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 Hartacres 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 Hartacres 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 Hartacres.



View Instrument Details

Instrument Type Transfer
Instrument No 10662175.2
Status Registered
Date & Time Lodged 20 December 2016 11:23
Lodged By Gavin, Dene Peter

Affected Computer Registers **Land District**
747637 Nelson

Transferors

Hartacres Limited

Transferees

Cochrane Design and Build Limited

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

Transferor Certifications

I certify that I have the authority to act for the Transferor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Brian James Maurice Nelson as Transferor Representative on 19/12/2016 04:16 PM

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 Dene Peter Gavin as Transferee Representative on 19/12/2016 07:02 AM

*** End of Report ***