



# View Instrument Details

|                               |                            |
|-------------------------------|----------------------------|
| <b>Instrument Type</b>        | Transfer                   |
| <b>Instrument No</b>          | 7533648.1                  |
| <b>Status</b>                 | Registered                 |
| <b>Date &amp; Time Lodged</b> | 05 November 2007 09:19     |
| <b>Lodged By</b>              | Coleman, Justine Elizabeth |

|                                    |                      |
|------------------------------------|----------------------|
| <b>Affected Computer Registers</b> | <b>Land District</b> |
| 337821                             | Nelson               |

## Transferors

Farr Developments Limited

## Transferees

David Nieuwenhuize

## 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 Susan Ritchie as Transferor Representative on 15/09/2007 02:00 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 Keely Anne Marbeck as Transferee Representative on 02/11/2007 10:10 AM

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

**Easement instrument to grant easement or  
profit à prendre or create land covenant**  
Sections 90A and 90F, Land Transfer Act 1952

2003/6180EF  
Approved  
Registrar-General of Land

Land registration district

Nelson

**EI 7506581.8 Easement I**

Cpy - 01/01, Pgs - 003, 16/08/07, 11:06



DocID: 212041154

Grantor

Sumame(s) must be underlined or in CAPITALS.

Farr Developments Limited

Grantee

Sumame(s) must be underlined or in CAPITALS.

Farr Developments Limited

Grant\* of easement or *profit à prendre* or creation or covenant

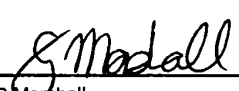
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, ~~grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).~~

DATED this 24<sup>th</sup> day of April 2007

Attestation



R Fokerd



G R Marshall

Signature [Common Seal]  
of Grantor

**Signed in my presence by the Grantor and Grantee**  
Executed

by its Directors

~~Signature of Witness~~

~~Witness to complete in BLOCK letters (unless legibly printed)~~

~~Witness name:~~

~~Occupation:~~

~~Address:~~

**Signed in my presence by the Grantee**

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

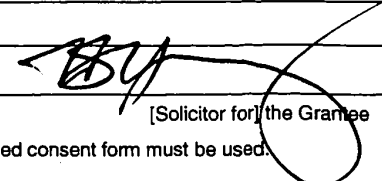
Witness name:

Occupation:

Address:

Signature [Common Seal]  
of Grantee

Certified correct for the purposes of the Land Transfer Act 1952



[Solicitor for] the Grantee

\* If the consent of any person is required for the grant, the specified consent form must be used.

## Annexure Schedule 1

2003/6180EF  
Approved  
Registrar-General of Land

Easement instrument

Dated 24-4-2007

Page 2 of 3 pages

### Schedule A

Continue in additional Annexure Schedule if required.

| Purpose (nature and extent) of easement, profit, or covenant | <del>Shown (plan reference)</del> | Servient tenement (Identifier/CT)           | Dominant tenement (Identifier/CT or in gross) |
|--------------------------------------------------------------|-----------------------------------|---------------------------------------------|-----------------------------------------------|
| Land Covenants set out in Schedule A                         |                                   | 337814 to 337834<br>and<br>337835 to 337842 | 337814 to 337834<br>and<br>337835 to 337842   |

### 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 provided in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.~~

The implied rights and powers are [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 2].~~

### Covenant provisions

Delete phrases in [ ] and insert memorandum number as required.

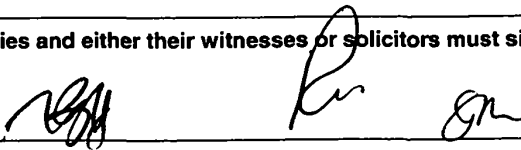
Continue in additional Annexure Schedule if required

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

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

~~[The provisions set out in Annexure Schedule 2].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box.



## Annexure Schedule 2

2003/5038EF  
Approved  
Registrar-General of Land

\*Easement Instrument

Dated 24-4-2007

Page 3 of 3 pages

\* Insert type of instrument.

Continue in additional Annexure Schedule if required.

### SCHEDULE A

(i) The Grantee or the Registered Proprietor for the time being of any Lot shall not at any time hereafter erect or permit to be erected on the Lot or on any Lot being a subdivision thereof:-

(1) Any dwelling, building or other structure with a roof cladding of corrugated iron whether unpainted or painted PROVIDED THAT Decramastic and Colorsteel products or products of similar construction painted or coated in the manufacturing process shall not be breach of this restriction.

(2) Any dwelling, building or structure of an 'A' Frame style of construction.

(3) Any pre-used dwelling building or structure or any fence using pre-used materials.

(4) Any dwelling, building or structure with external wall cladding of "hardiplank" or other cladding of similar composition or construction the area of which exceeds 10% of the total area of its external walls.

(5) Any garage or other ancillary building with exterior cladding including the roof which remains unpainted for more than six months after construction or erection.

(6) Any outbuilding other than those of a style and cladding similar to the dwelling erected or to be erected on the Lot.

(7) More than one dwelling house (with appropriate outbuildings).

(ii) If the Grantee or any subsequent servient lot owner shall be in breach of any of these conditions he will on request from the Grantor or any subsequent dominant lot owner (any of whom are included in the expression "the Enforcer" in this clause) immediately and permanently desist from and remedy such breach at his cost. The Grantee or any subsequent servient lot owner shall also pay to the Enforcer:

(1) 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% liquidation damages surcharge; and

(2) The costs, fees and charges of any other person entitled to enforce the remedies.

AND it is hereby covenanted and agreed between the Grantor and the Grantee that:

(3) the Grantor shall not be liable because of any action that it may take or fail to take or for any default in any building erected on the land or at all as a result of the restrictions or otherwise set out herein and the registered proprietors for the time being of the servient and dominant tenements shall indemnify and keep indemnified the Grantor its successors and assigns from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this transfer;

(4) all differences and disputes which may arise between the parties or any of them touching or concerning any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the constructions of these presents shall be referred to Arbitration in accordance with the Arbitration Act 1996 or any re-enactment thereof for the time being in force."

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

