

Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

EI 6367628.10 Easement

Cpy - 01/01, Pgs - 008, 04/04/06, 11:28



DocID: 211386683
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Grantor

Surname must be underlined

Ben Nevis Holdings Limited

Grantee

Surname must be underlined

Ben Nevis Holdings Limited

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee and 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 11th day of February

2005

Attestation

Ben Nevis Holdings Limited by its Directors:-

Signature of Grantor and Grantee

Signed in my presence by the Grantor & Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Grantee

Annexure Schedule I

Schedule A continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT)
Land Covenant	In Annexure Schedule II	168017 to 168027	168017 to 168028 (inclusive)

Covenant provisions

The provisions applying to the specified covenants are those set out in Annexure Schedule 2.

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

Annexure Schedule II

1. The Registered Proprietor shall not for period of 21 years from the date of this instrument erect or permit to be erected upon the servient land:-
 - a. Any dwelling, building or other structure with an external wall cladding:
 - i. of Hardie weatherboards smooth type or similar smooth product or any plank wider than 180mm or
 - ii. of corrugated iron, Coloursteel or other metallic cladding;where the total area of external cladding comprising such material exceeds 40% of the total area of external cladding, and whether or not the claddings described in (a) or (b) above shall be unpainted or painted and/or coated during or subsequent to manufacture provided however Linea Board or material of similar composition shall not be a breach of this provision
 - b. Any dwelling, building or other structure with a roof cladding of corrugated iron whether unpainted or painted provided that Decramastic and Coloursteel products or products of similar construction precoated in the manufacturing process shall not be in breach of this restriction.
 - c. Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
 - d. Any principal dwelling which does not cover, or is not built over the Building Site Peg.
 - e. More than one permanent dwelling PROVIDED THAT a second dwelling for dependent relatives shall be permitted subject to the consent of the prevailing local authority.
 - f. Any buildings other than those the exterior of which is finished in recessive colours (including white), which are sympathetic to the nature of a high quality rural residential environment.
 - g. Any buildings of "A" frame construction.
 - h. any hobby glasshouse or tunnel house of such a design and construction and of materials that shall cause glare or nuisance to other lot owners with any such structures to be located or screened to prevent such potential;
 - i. any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed;
 - j. any above ground swimming pool unless enclosed within the structure of the dwelling or within a separate structure or decking.
2. The Registered Proprietor shall not:-

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- a. Permit any temporary accommodation to be erected or used for a period of longer than 6 months and only during the period of construction of any dwelling.
 - b. Permit any building exterior to remain unfinished after a period of 12 months which period commences on the date the foundations are first laid.
 - c. Stop substantial and continuous construction work on any building once commenced for any period longer than three months.
 - d. Permit the on-site accommodation of heavy vehicles and/or commercial passenger vehicles unless garaged;
3. The Registered Proprietor shall not erect any building or structure, nor permit any trees to exceeds the Maximum Heights, specified in the Table below.

Lot Number	Maximum Heights above the top of the Building Site Peg shown on DP 340875	
Lot 1	Peg E	5.5 metres
Lot 2	Peg F	5.5 metres
Lot 3	Peg G	5.5 metres
Lot 4	Peg H	4.0 metres
Lot 5	Peg I	4.0 metres
Lot 6	Peg J	6.5 metres
Lot 7	Peg K	7.5 metres
Lot 8	Peg L	6.5 metres
Lot 9	Peg M	6.5 metres
Lot 10	Peg N	6.5 metres
Lot 11	Peg O	6.5 metres

Provided however any tree standing at the date of this instrument shall not be in breach of this covenant.

4. The Registered Proprietor shall be permitted to erect an out building for storage or garaging purposes ("out building") provided such building does not exceed the maximum height set out in Clause 3 above.
5. The Registered Proprietor shall not subdivide the land herein for a period of seven years from the date of registration of this instrument.
6. The Registered Proprietor shall not use or permit the use of the land for other than private residential purposes to the intent that such property shall not be used for

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institutional residential purposes or as a hostel, lodge, or boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or government agencies or public or private health or education sector agencies.

7. The Registered Proprietor shall not use the land for any commercial purpose but "home occupations" allowed in the District Plan are permitted. For the purposes of this clause all forms of industrial type activities (be they home occupations or hobbies or otherwise) are prohibited.
8. The Registered Proprietor shall not use the land nor permit such land to be used for intensive livestock farming which shall include but not be limited to the keeping of poultry or pigs for commercial purposes. For the purposes of this covenant "intensive livestock farming" shall have the meaning set out in the prevailing district plan at the date of this transfer.
9. The Registered Proprietor shall not use the land for plantation forestry as defined in the prevailing district plan.
10. The Registered Proprietor shall keep the land in a neat and tidy state and shall not permit excessive growth of grass or other weeds, noxious plants or vegetation of any kind.
11. For the purpose of these covenants "dwelling" shall have the meaning set out in the prevailing district plan at the date of application for a building consent for a dwelling on the land.
12. The Registered Proprietor shall bury all water storage tanks to a minimum of 60% of its height/depth or to the extent as permitted by the manufacturers.
13. The Registered Proprietor shall accept that this development is a stage of an ongoing development of the Grantor's total property in the area. The Registered Proprietor shall not object to or be party to any objections to further development stages by the Grantor.
14. The Registered Proprietor shall not damage or permit to be damaged by its tenants, agents, contractors, workman or invitees any landscaping, roading, footpaths, curbs, channel or other structures created as part of the subdivision and in the event of any such damage shall be responsible for any costs incurred by the Grantor in rectifying such damage.
15. The Grantor shall not be liable for any action it takes or fails to take or for any breach of these restrictions or otherwise and the registered proprietors for the time being of the servient lots shall indemnify and keep indemnified the Grantor and its successors and assigns (other than successors in title after registration of a Memorandum of Transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or under or by virtue of this Land Covenant in respect of the servient lots which have been transferred by the Grantor to another registered proprietor.
16. In the event of there being any dispute as to the scope, interpretation, implementation or meaning of the covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the parties can agree upon one or failing agreement then to the arbitration of two arbitrators one to be appointed by each party to the reference, or their umpire, to be appointed before entering into the business of

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the reference to arbitration to be carried out under the provisions of the Arbitration Act 1996 or any amendments thereto or any legislation enacted in substitution thereof.

To the District Land Registrar Nelson

Please register the with Covenant against the Servient and Dominant Titles

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

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ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

Person giving consent

Surname must be underlined

Capacity and interest of Person giving consent

(eg Caveator under Caveat No)

ANZ National Bank Limited

Mortgagee under Memorandum of Mortgage
6023429.3

Consent

Without prejudice to the rights and powers existing under the interest of the person giving consent
the **Person giving consent hereby consents to:**
the registration of the within Easement Instrument

Dated this

11th

day of

February

2005

Attestation:

ANZ National Bank Limited
by its Attorney

KAPUA KATRINA GARDINER



Signature of
person giving consent

Signed in my presence for and on behalf of the Party giving
consent

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness:

Occupation:

Address:

Witness: Pauline Ann Peri
Occupation: Bank Officer
Address: Auckland



The National Bank
of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Kapua Katrina Gardiner**, Manager Lending Services of Auckland in New Zealand hereby certifies that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
4. At the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

DATED at Auckland this 11th day of February 2005

.....*Kapua Katrina Gardiner*.....