

Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

NELSON

BARCODE

El 6496363.9 Easement In:

Cpy - 01/01, Pgs - 007, 14/07/06, 09:55



CasID: 211474594

Grantor

Surname must be underlined

Gilbert Ross Angus, Jeanette Kaye Angus and David William Farnsworth

Grantee

Surname must be underlined


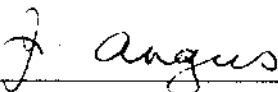
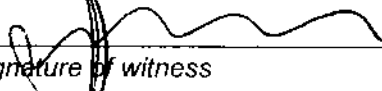

Gilbert Ross Angus, Jeanette Kaye Angus and David William Farnsworth

Grant to create land covenant

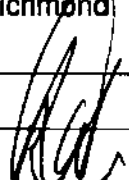
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee and creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 10th day of March 2005

Attestation

 G R Angus	Signed in my presence by the Grantor and Grantee
 J K Angus	 Signature of witness
 D W Farnsworth	Witness to complete in BLOCK letters (unless legibly printed)
Signature of Grantor and Grantee	Witness name Occupation Address
	Alain Swain Legal Executive Pitt & Moore Richmond

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	Shown in Annexure Schedule II	191674 to 191682	191673 to 191683

Covenant provisions

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

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

Annexure Schedule II

Easement Instrument

Dated 10/2/ 2005

Continue in additional Annexure Schedule, if required

1. The Grantor shall not subdivide the subject land for a period of 10 years. For the purposes of this clause "subdivide" shall have the same meaning given to the expression "subdivision of land" in Section 218 of the Resource Management Act 1991 PROVIDED HOWEVER any boundary adjustment that does not create or lead to the creation of a separate building site shall not be in breach of this condition;
2. The Grantor shall not erect or permit it to be erected upon any of the allotments:
 - a. any more than one dwelling house plus one associated out building;
 - b. a dwelling with an internal floor area of less than 115m² (excluding garage, carports and decking);
 - c. any dwelling, building or other structure with an exterior cladding other than of a type and standard complementary to other dwellings in the subdivision. The wall cladding shall be of a consistent quality and, by way of example, the external wall cladding shall not be:
 - i. any smooth weatherboard finish or other product with a width greater than 180mm (e.g. James Hardie Weatherboard) PROVIDED HOWEVER James Hardie Linea Board or a material of similar construction shall not be a breach of this covenant if first approved in writing by the Trustees of the GR & JK Angus Family Trust ("the Trust").
 - ii. Corrugated iron, Coloursteel or other metallic cladding PROVIDED HOWEVER limited use of metallic cladding as a "feature" may be permitted if first approved in writing by the Trust AND FURTHER PROVIDED that a garden shed located behind a line across the property parallel with the rear of the house shall not be in breach of this clause if suitably screened so as to not be substantially visible from the road.
 - d. any dwelling, building or other structure with a roof cladding or corrugated iron or any other similar product that has not been pre-coated;
 - e. any building other than a new residential home;
 - f. any A frame, relocated or any kitset-type dwelling other than of a type and standard complementary to other dwellings in the subdivision;
 - g. any dwelling or outbuilding constructed with second hand building materials (excluding recycled bricks) unless prior written approval from the Trust is obtained;

Ja & JKL

- h. any outbuilding which is not constructed in a style an quality similar or complementary to the dwelling erected on that lot;
 - i. any dwelling, building, mast, aerial, tree or shrub higher than 5.5m above the average ground level of the subject Lot.
 - j. a fence on any part of the Lot:
 - i. which is built of galvanized iron or cement board panels;
 - ii. which exceeds 2 metres in height (including a hedge);
 - iii. which is constructed within 3 metres of the road frontage and which exceeds 1.2 metres in height.
 - k. any garden shed, clothesline or letterbox which is visible from the road and is not in keeping, both in terms of design and location, with the general character of the subdivision.
3.
 - a. The Grantor shall not permit any tree, shrub or plant to grow higher than 5.5 metres above the ground level at the base of the tree, shrub or plant.
 - b. If any such tree, shrub, or other plant shall exceed such height and are thereby unreasonably obstructing the views of the proprietor of any Lot in the subdivision then a suitable qualified arborist will trim the said tree, shrub or plant so that it complies with this restriction.
 - c. The foregoing provisions shall not apply to the Totara Tree on Lot 10 (CT191682) and such Totara Tree shall not be felled without the consent of all dominant owners.
 4. The Grantor covenants to maintain the section to an acceptable standard (in the Trustees of the Trust's opinion) and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height, the Trust reserves the right to have the section mowed and the Grantor agrees to accept liability for such cost, plus 50%.
 5. Any landscaping of the road frontage of the Lot undertaken by the Grantor shall be in accordance with the general overall landscaping of the road reserve by the Trust, unless the prior written approval of the Trust is first obtained.
 6. The Grantor shall ensure that the exterior of the dwelling, building or other structure visible to the public, will not remain in an unfinished state for more than six months from commencement of the erection of such dwelling, building or other structure. All drives and pathways visible to the public shall be fully constructed in a permanent surface such as concrete, decorative stones, cobblestone interlocking paving, and/or bitumen sealing. Such work will be completed in a proper tradesman-like manner within 18 months of the commencement of the construction of the dwelling.
 7. The Grantor will not live on site in temporary accommodation whilst constructing the principal dwelling.
 8. The Grantor will not permit caravans, boats, commercial vehicles or trailers to be regularly located on the street or footpath in front of the property.

4 f. a. GRLing

9. The use of adjacent or abutting land and footpaths for access and dumping of rubbish is strictly prohibited. The Grantor shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, curbs, concrete or other structures in the subdivision arising from the Grantor's use of the land directly or indirectly through the Grantor's action or those of the Grantor's agent or invitees.
10. The Grantor shall not keep, raise or breed any livestock on the property (including, without limitation: sheep, goats and chickens) and shall be restricted to a maximum of 2 domestic animals unless prior written approval is given by the Trust.
11. The Grantor shall not allow any animal (including dogs and other domestic pets) to be kept in or about the Lot and buildings thereon which is likely to cause a nuisance or annoyance to the owners or occupiers of other lots in the subdivision or to detract from the subdivision as a whole. In particular, and without limited the foregoing, the Grantor shall not keep on the Lot any dog which is generally recognized as being a breed (whether purebred, or not) which may cause a risk to other Lot owners (e.g. Pit Bull Terrier, Rottweiler, and Doberman Pinscher).
12. In the event that the Grantor is in breach of any of these conditions the Grantor will at the request of the Trust desist from such breach, and remedy such breach. All costs in such remedy and the Trust's costs to ensure compliance plus 50% shall be borne by the Grantor.
13. The Trust and the Trustees of the Trust shall not be liable for any actions the Trust may take or fail to take in respect of the within covenants.
14. While the Trust remains registered proprietor of any of the Dominant Lots the Trust reserves the right to itself (with the intent that this right does not inure to its successors in title) to waive or modify any of the above restrictive covenants but will only do so if in its opinion such action does not impinge on the integrity of the subdivision in its entirety.
15. The Trust 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 Trust 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 Trust to another registered proprietor.

To the District Land Register Nelson

Please register the within Covenants against the Dominant and Servient tenements.

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 panel.



ANNEXURE SCHEDULE

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)

Westpac Banking Corporation

Mortgagee under mortgage 353707.5

Consent

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

Dated this

22

day of

March

2005

Attestation:

WESTPAC BANKING CORPORATION
by its Attorneys

Sara Elizabeth Ross

Executed by the Mortgagee giving consent by its Attorneys in the presence of

Signature of witness

Stephanie Kaye McNeill

Name of witness

Occupation

Bank Officer

Address

**Westpac
Christchurch**

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

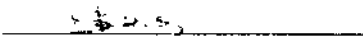
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Sara Elizabeth Ross, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated the 20th October 2003 a copy of which is deposited in the Land Registry Office at Christchurch (Canterbury Registry) and there numbered PA 5941731.1.
Westpac Banking Corporation ABN 33 007 457 141, incorporated in Australia (and registered in New South Wales) under the Corporations Act 2001 and having its principal place of business in New Zealand at PWC Tower, 188 Quay Street, P O Box 934, Auckland and carrying on the business of banking appointed me its attorney on the terms and subject to the conditions set out in the said Deed and the attached document is executed by us under the powers thereby conferred.
2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac Banking Corporation.
3. **THAT** at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **Westpac Banking Corporation** or otherwise.

SIGNED at Christchurch



Sara Elizabeth Ross

this 22 March 2005