

Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

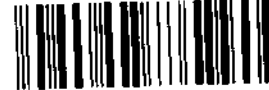
Land registration district

Nelson

BARCODE

EI 6016985.29 Easement

Cpy - 01/01, Pgs - 006.02/06/04.09:25



DocID 2\*1137753

Grantor

Surname must be underlined

Wai-iti Hills Developments Limited as to the land in CT 127440 and Simon Richard Lloyd and Christine Julie Lloyd as to the land in CT 127442

Grantee

Surname must be underlined

Wai-iti Hills Developments 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

19<sup>th</sup> day of

June

2003

Attestation

Wai-iti Hills Developments Limited by its Director

*(Handwritten signatures of directors and grantor)*  
(Director)  
(Director)  
(SR Lloyd)  
(CS Lloyd)

Signature of Grantor

Signed in my presence by the Grantors

Signature of witness

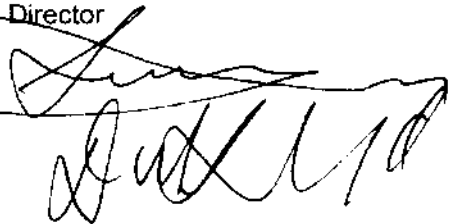
Witness to complete in BLOCK letters (unless legibly printed)

Witness name **Alain Swain**  
Occupation **Legal Executive**  
Address **Pitt & Moore**  
**Richmond**

2/6.

**Attestation**

Wai-iti Hills Developments Limited by its  
Director



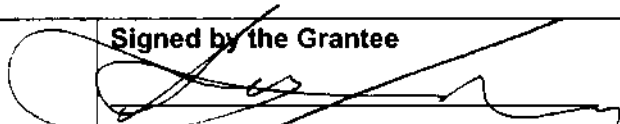
**Signed by the Grantee**

\_\_\_\_\_

**Signature of Grantee**

**Attestation**

**Signed by the Grantee**



**Signature of Grantee**

**Certified correct for the purposes of the Land Transfer Act 1952**



[Solicitor for] the Grantee


## Annexure Schedule I

3/6.

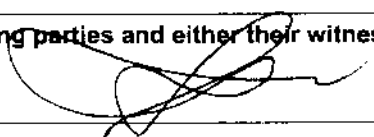
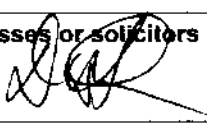
**Schedule A** continue in additional Annexure Schedule if required

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	127440 & 127442	127441

### Covenant provisions

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

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

  CSc

**Annexure II**

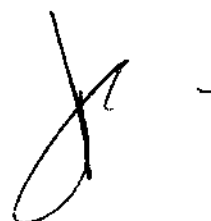
1. The servient owners covenant with the dominant owner that the land marked "F" and "X" on Deposited Plan 331045 shall only be used for access purposes by the servient owner and their servants, agents, successors, invitees, contractors and the like.
2. In the event either of the servient owners subdividing their respective properties they shall ensure that only one of the resulting titles shall retain the on-going right of use and benefit of access of area "F" to the intent that there shall never be more than two allotments in total using or having the right to use, the said areas "F" and "X" for access purposes.
3. The dominant owner acknowledges that a grant of access to the Tasman District Council pursuant to section 237(b) of the Resource Management Act 1991 to enable public access by foot and/or bicycle (non-motorised) shall not be a breach of the above provision.

To the District Land Registrar Nelson

Please register the with Covenant against the Servient and Dominant Titles



CJL



5/6

**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)*Nelson Building Society

Mortgagee under mortgage 5364340.10

**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

5<sup>th</sup>

day of


January

2008

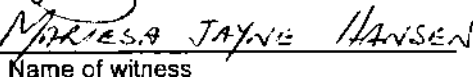
8

**Attestation:**

Nelson Building Society

 **K.J. BEAMS****B. J. GABITES****Executed by the Mortgagee giving consent by its Attorneys in the presence of**

Signature of witness

  
**MARISA JAYNE HANSEN**

Name of witness

**LENSING ADMINISTRATOR**

Occupation

**VERNON**

Address

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,** Kenneth John Beams of Nelson, General Manager

**AND** Brian John Gabites of Nelson, Lending Administrator

**HEREBY CERTIFY –**

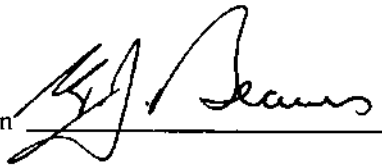
- 1 **THAT** by Deed dated the 3<sup>rd</sup> day of July 2002 copies are deposited with the Registrar General of Land under number **5276201.1**

**NELSON BUILDING SOCIETY** a society registered under the Building Societies Act 1965 and having its registered office at 111 – 113 Trafalgar Street, Nelson, New Zealand and carrying on the business of a building society appointed us its attorneys 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

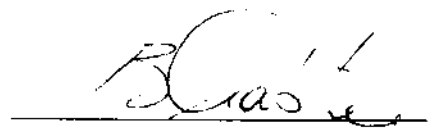
- 2 **THAT** at the date hereof we were General Manager and Lending Administrator of the said society, respectively.

- 3 **THAT** at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **NELSON BUILDING SOCIETY** or otherwise.

SIGNED at Nelson



and



This

5<sup>th</sup> day of January 2004

Approved by Registrar-General of Land under No. 2002/1026

**Transfer instrument**  
Section 90, Land Transfer Act 1952

**T 6453031.1 Transfer**

Cpy - 01/03, Pgs - 002, 09/06/05, 12:46



DocID: 271444303



Land registration district

NELSON

Unique identifier(s)  
or C/T(s)

All/part

Area/description of part or stratum

127440

All

Transferor

Surname(s) must be underlined or in CAPITALS.

Wai-iti Hills Developments Limited

Transferee

Surname(s) must be underlined or in CAPITALS.

Jevon Murray McSKIMMING and Katharine Patricia Anne McSKIMMING

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created  
State if fencing covenant imposed.

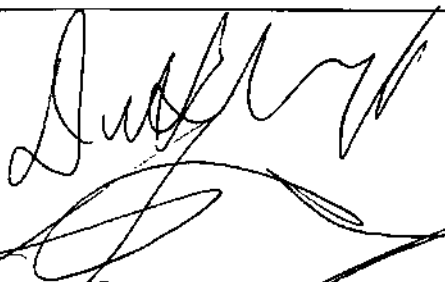

Fee Simple and the transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Operative clause

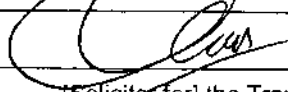
The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this 3rd day of June 2005

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

	Signed in my presence by the Transferor <u>Wai-iti Hills Development Limited</u>
	Signature of witness by its Directors
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
Signature [common seal] of Transferor	Occupation
	Address

Certified correct for the purposes of the Land Transfer Act 1952.

  
[Solicitor for] the Transferee

Online User ID: Pitme

LODGING FIRM: Pitt & Moore

Address: P O Box 42

NELSON

ifting Box Number:

SOCIATED FIRM:

Client Code / Ref:

33174 4 CB

Other (State)

Rejected Dealing Number:

Dealing / SUD Number:  
(LINZ Use only)

Priority Barcode/Date Stamp  
(LINZ use only)

Plan Number Pre-Allocated or  
to be Deposited:

T 6453031.1 Transfer  
Copy - 02/03, Pgs - 002, 09/06/05, 12, 46  
**Copies**  
(inc. original)  
DocID: 211444302

Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES & GST INCLUSIVE
1	127440	T	Waititi Hills Developments-McSkimming	50.00							\$50.00
2		M	McSkimming ANZ	50.00							\$50.00
3											
4											
5											
6											

Information New Zealand Lodgement Form

Annotations (LINZ use only)

Original Signatures?

Less Fees paid on Dealing #

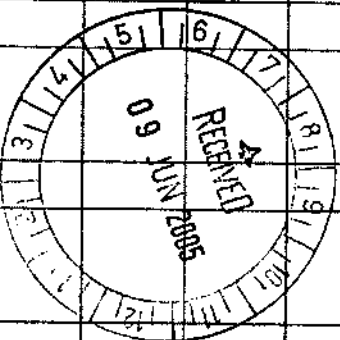
Cash/cheque enclosed for

\$100.00

Subtotal (for this page) \$100.00

Total for this dealing \$100.00

PAID



Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

**TASMAN DISTRICT COUNCIL**

**CONSENT NOTICE UNDER SECTION 221**  
**RESOURCE MANAGEMENT ACT 1991**

**TASMAN DISTRICT COUNCIL CONSENT NO. RM000568**

**WAIITI HILLS DEVELOPMENTS LIMITED**, (hereinafter called the Owner), being the registered proprietor of an estate in fee simple in the Nelson Land Registry Office, being all of Certificates of Title 127431 to 127441 (lots 6 to 9 (inclusive) and lots 13 to 19 (inclusive) Land Transfer Plan 331045)

The **TASMAN DISTRICT COUNCIL** hereby gives notice pursuant to Section 221 of the Resource Management Act 1991 that the subdivision consent in respect of Land Transfer Plan 331045 being a subdivision of all Certificate of Title 90359 AND 90360 was granted subject to the following conditions being complied with on a continuing basis pursuant to Section 108(2) of the Resource Management Act 1991:

- (a) All dwellings to be located within the identified building platforms shown on the title plan for the subdivision, namely:-

Area	Lot
H	6
I	7
J	8
K	9
L	13
M	14
N	15
O	16
P	17
Q	18
R	19

- (b) All stormwater is to be collected from the dwelling and associated building and discharged away from the house an effluent fields and in a controlled manner, with a specific design stormwater soakpit system which shall be installed at the time of building consent.
- (c) All power and telephone connections to be subject to a restriction that all power and telephone reticulation to be placed underground.
- (d) Effluent disposal for lots not reticulated to a council sewage system shall be subject to a site-specific design by a suitably qualified engineer. The design report shall include the following:
- (i) the specific design of sewage treatment and effluent disposal for the particular ground conditions of the allotment;
  - (ii) the format for the required maintenance contract for the installed system;
  - (iii) the specified location of the system and the designated reserve area for the disposal field;

- (e) Each dwelling shall be designed to ensure that external and roof materials provide a natural finish or are painted or textured in recessive colours compatible with the surround landscape and blend in with the surrounding natural environment.
- (f) The registered proprietors of the Lots and their successors in title shall not apply to the Tasman District Council for consent to subdivide their Lot, as that term is defined in the Resource Management Act 1991 to the intent that the Lots will not be further subdivided except that this condition shall not apply to any subdivision that is a permitted or controlled activity or is a minor boundary adjustment.

Dated at Richmond this 5th day of January 2004

SIGNED by an Authorised Officer of the  
**TASMAN DISTRICT COUNCIL** under  
Delegated authority given pursuant to  
Section 716 of the Local Government Act 1974

) M. D. Morris  
)  
)  
)



SIGNED by the Owner  
**WAI-ITI HILLS DEVELOPMENTS LIMITED**  
by its Directors

)  
)  
)

[Signature] Director  
[Signature] Director

DATED \_\_\_\_\_ 20

BETWEEN **TASMAN DISTRICT  
COUNCIL**

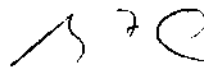
AND **WAI-ITI HILLS  
DEVELOPMENTS  
LIMITED**

---

**CONSENT NOTICE UNDER  
SECTION 221  
RESOURCE MANAGEMENT ACT 1991**

---

Covenant correct for the purposed of the Land  
Transfer Act



Solicitor for the Owner/s

---

**PITT & MOORE  
LAWYERS  
RICHMOND  
NELSON**

**Transfer instrument**  
Section 90, Land Transfer Act 1952

**T 6016985.6 Transfer**

Cpy - 01/01, Pgs - 001, 24/05/04, 15:26



DocID: 211137737

Land registration district

NELSON

Unique identifier(s)  
or C/T(s)

All/part

Area/description of part or stratum

90360

PART

4778m2 being Part Lot 6 on Deposited Plan 331045

90360

PART

486m2 being Part Lot 16 on Deposited Plan 331045

90360

PART

583m2 being Part Lot 18 on Deposited Plan 331045

Transferor

Surname(s) must be underlined

**SIMON RICHARD LLOYD and CHRISTINE JULIE LLOYD**

Transferee

Surname(s) must be underlined

**WAI-ITI HILLS DEVELOPMENTS LIMITED**

Estate or interest to be transferred, or easement(s) or *profit(s) à prendre* to be created  
State if fencing covenant imposed.

Fee simple and the Transferee shall be bound by a Fencing Covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor

Operative clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or *profit à prendre* is described above, that easement or *profit à prendre* is granted or created.

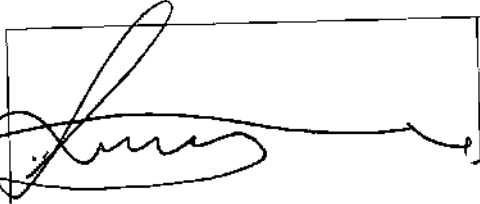

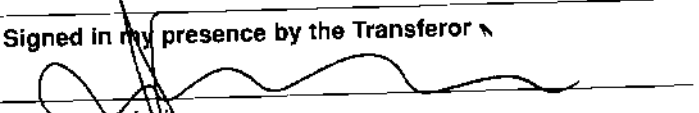
Dated this

19<sup>th</sup> day of

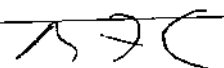
June

2003.

**Attestation** (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

   Signature [common seal] of Transferor	Signed in my presence by the Transferor	
		
	Signature of witness	
	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name	Alain Swain
	Occupation	Legal Executive
	Address	Pitt & Moore Richmond

Certified correct for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Transferee

Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

Nelson

27

BARCODE

EI 6016985.28 Easement

Cpy - 01/01.Pgs 008.02/06/04.09:25



DocID: 211137758

Grantor

Surname must be underlined

Wai-iti Hills Developments Limited

Grantee

Surname must be underlined

Wai-iti Hills Developments Limited as to the land in CT's 127431 to 127441 and Simon Richard Lloyd and Christine Julie Lloyd as in CT 127442

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

19<sup>th</sup> day of

June

2003

Attestation

Wai-iti Hills Developments Limited by its  
Director

Signed in ~~my~~ presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

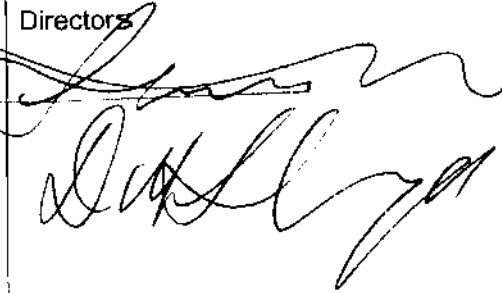
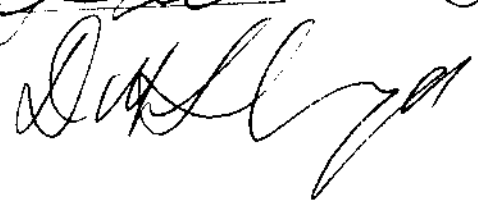
Occupation

Address

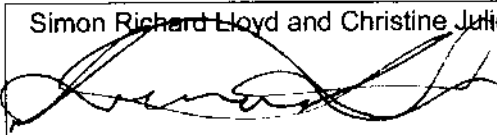

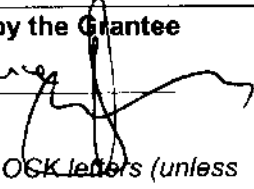
Signature of Grantor

**Attestation**

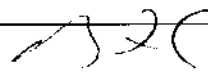
218

<p>Wai-iti Hills Developments Limited by its Directors</p>  	<p><b>Signed by the Grantee</b></p>     
<p><b>Signature of Grantee</b></p>	

**Attestation**

<p>Simon Richard Lloyd and Christine Julie Lloyd</p>  	<p><b>Signed in my presence by the Grantee</b></p> <p><i>in my presence</i></p> <p><b>Signature of witness</b></p>  <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p><b>Witness name</b>      <b>Alain Swain</b> <b>Occupation</b>      <b>Legal Executive</b> <b>Address</b>      <b>Pitt &amp; Moore</b>                          <b>Richmond</b></p>
<p><b>Signature of Grantee</b></p>	

**Certified correct** for the purposes of the Land Transfer Act 1952

  
[Solicitor for] the Grantee

# Annexure Schedule I

3/8

**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	127431 - 127441	127431 - 127442

## Covenant provisions

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

*[Handwritten signature]*

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

*[Handwritten signatures and initials: a large signature, DAK, and CJC]*

**Annexure II**

1. The registered proprietor shall not erect or permit to be erected upon the subject land:
  - (a) any dwellings with an internal floor area of less than 120m<sup>2</sup> excluding any garaging or outbuildings;
  - (b) any pre-used transported or kitset dwelling unless it has been approved by the Wai-iti Hills Developments Limited and it shall have absolute right of veto without having to specify reasons;
  - (c) any dwelling outbuilding structure of fence constructed of pre-used materials (excluding bricks) unless it has been approved by Wai-iti Hills Developments Limited shall have absolute right of veto without having to specify reasons;
  - (d) any dwelling building or structure with an external wall cladding of hardiplank or metal cladding or other cladding of similar composition or construction, the area of which exceeds 20% of the total area of the external wall areas;
  - (e) any building, dwelling or structure of a radically unconventional design unless it has been approved by Wai-iti Hills Developments Limited who shall have absolute right of veto without having to specify reasons;
  - (f) any building dwelling or structure that is not of recessive colours to the intent that any such colours shall blend harmoniously with the natural features and environment of the area and in particular roofing shall be of dark colouring to minimize glare;
  - (g) any outbuildings other than such as are tidy, neat and designed and built to a high standard commensurate with the general standards of the subdivision;
  - (h) any building or structure to be erected on the Lot under a building consent that permits temporary occupation of such building or structure nor shall the purchase permit any caravan or vehicle to be kept on the Lot for temporary or permanent occupation.
  - (i) 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;
  - (j) any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed;
  - (k) any building that the exterior is not completed (including painted) within 12 months of the commencement of site works;
  - (l) water tanks located on the lot which are not painted (and maintained) in recessive colours and the registered proprietor shall screen such tanks to limit the visual effects of such structures;



Handwritten signatures and initials, including 'CSC'.

5/8

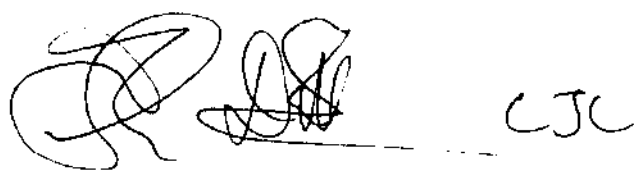
- (m) any building or structure until the building plans and specifications have been approved in writing by the developer Wai-iti Hills Developments Limited as to compliance with the within restrictions PROVIDED HOWEVER such authority shall not be unreasonably or arbitrarily withheld AND PROVIDED FURTHER that should the developer fail to approve or disapprove of such plans and specifications within 15 working days of receipt of the same then it shall be deemed to have consented to the same AND FURTHER PROVIDED that such plans shall be submitted to the developer for approval prior to such plan being lodged for building consent. This provision shall only apply to new dwellings being erected on the site within five (5) years of the date of the deposit of the plan.
2. The registered proprietor shall not permit the following activities to be carried out on the subject land:
- (a) the keeping of roosters and peacocks;
  - (b) the farming pigs for sale or trade;
  - (c) the on-site accommodation of heavy vehicles and/or commercial passenger vehicles unless garaged;
  - (d) the subdivision of the property provided however boundary adjustments that do not increase the number of separate titles shall be acceptable;
  - (e) the grounds to become littered, overgrown or unsightly to the intent that the grounds shall be maintained and landscaped in a tidy manner, this provision to be particularly strictly adhered to during the period of construction when construction and landscaping material shall be neatly stored on site and off-cuts and packaging shall be regularly removed;
  - (f) no vegetation including trees to exceed a height of 15 metres above any ridge line;
  - (g) the registered owners acknowledge the abundance of birdlife which has been encouraged by the prior landowners and the Wakefield Bush Protection Society. Property owners are encouraged to embrace the culture of the Wakefield Bush Protection Society by discouraging their domestic cats from hunting the birdlife and by not encouraging wild feral cats. Nor shall the registered proprietor keep more than two dogs on the property provided however pups under the age of 10 weeks are exempt from this provision.
3. The registered proprietor shall not (unless permitted by the proviso to this clause) use nor permit the use of the property for institutional residential purposes or as a boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or local government agencies or public or private health sector or educational agencies or contractors. This clause however shall not prevent the property being used for tourist or holiday accommodation provided such use has been consented to by Council.
- The registered proprietor acknowledges that the above restrictions in Paragraphs 1 to 3 shall last for twenty-five (25) years from the date of deposit of the plan.
- Wai-iti Hills Developments Limited will 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

6/8

and the registered proprietors for the time being of the servient and the dominant tenements shall indemnify and keep indemnified the said Wai-iti Hills Developments Limited and its legal successors, (other than successors in the title after registration of a memorandum of transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this transfer on the Deposited Plan which have been transferred by Wai-iti Hills Developments Limited

To the District Land Registrar Nelson

Please register the with Covenant against the Servient and Dominant Titles

Handwritten signature and initials. The signature is a large, stylized cursive mark. To its right are the initials 'CJC'.

## 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)*

<u>Nelson Building Society</u>	Mortgagee under mortgage 5364340.10
--------------------------------	-------------------------------------

**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

5th

day of

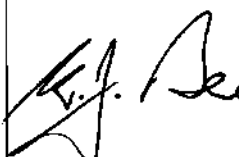
Tammany

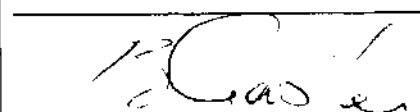
2004

8

**Attestation:**

Nelson Building Society

 **K.J. BEAMS**



**B. J. GABITES**

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

Signature of witness

MARISA JANE HANSEN

Name of witness

LENDING ADMINISTRATOR

Occupation

1 NELSON

Address

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,** Kenneth John Beams of Nelson, General Manager

**AND** Brian John Gabites of Nelson, Lending Administrator

**HEREBY CERTIFY –**

- 1 **THAT** by Deed dated the 3<sup>rd</sup> day of July 2002 copies are deposited with the Registrar General of Land under number **5276201.1**

**NELSON BUILDING SOCIETY** a society registered under the Building Societies Act 1965 and having its registered office at 111 – 113 Trafalgar Street, Nelson, New Zealand and carrying on the business of a building society appointed us its attorneys 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

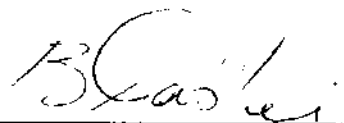
- 2 **THAT** at the date hereof we were General Manager and Lending Administrator of the said society, respectively.

- 3 **THAT** at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **NELSON BUILDING SOCIETY** or otherwise.

SIGNED at Nelson



and



This 5<sup>th</sup> day of January 2004

Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

BARCODE

Nelson

**EI 5828373.10 Easement**

Cpy - 01/01, Pgs - 009, 06/12/03, 16:00



DocID: 210895700

**Grantor**

*Surname must be underlined*

Wai-iti Hills Developments Limited

**Grantee**

*Surname must be underlined*

Wai-iti Hills Developments Limited as to the land in CT's 90355 to 90359 and Simon Richard Lloyd and Christine Julie Lloyd as in CT 90360

**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 4<sup>th</sup> day of November 2003

**Attestation**

Wai-iti Hills Developments Limited by its  
Directors

**Signature of Grantor**

**Signed in ~~my presence~~ by the Grantor**

Signature of witness

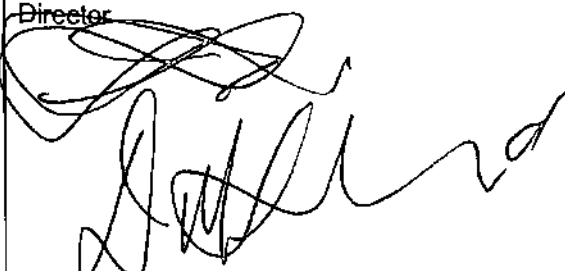
*Witness to complete in BLOCK letters (unless legibly printed)*

**Witness name**

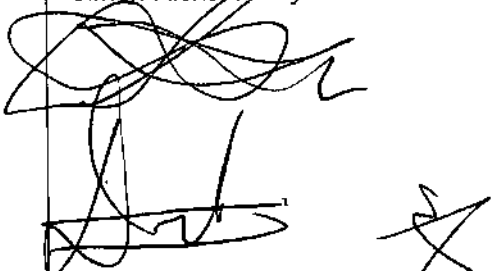
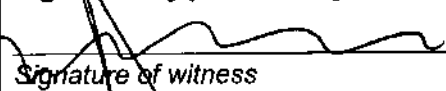
**Occupation**

**Address**

**Attestation**

<b>Wai-iti Hills Developments Limited by its Director</b> 	<b>Signed by the Grantee</b>  
<b>Signature of Grantee</b>	

**Attestation**

<b>Simon Richard Lloyd and Christine Julie Lloyd</b>  <i>C/ha</i>	<b>Signed in my presence by the Grantee</b>  <b>Signature of witness</b> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>  <b>Witness name</b> Alain Swain <b>Occupation</b> Legal Executive <b>Address</b> Pitt & Moore Richmond
<b>Signature of Grantee</b>	

**Certified correct for the purposes of the Land Transfer Act 1952**  
[Solicitor for] the Grantee

## Annexure Schedule I

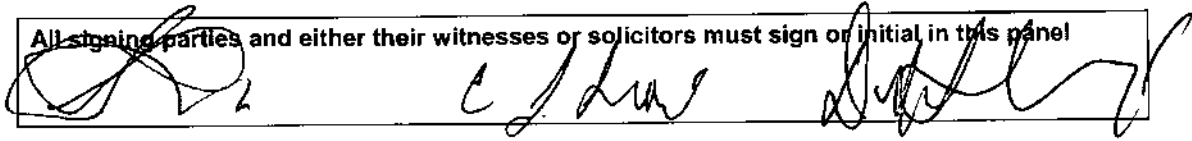
**Schedule A** continue in additional Annexure Schedule if required

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	90355 – 90358	90355 - 90360

### Covenant provisions

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

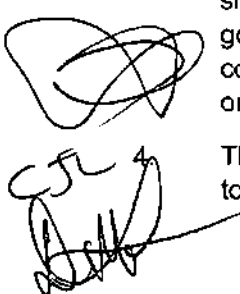
All signing parties and either their witnesses or solicitors must sign or initial in this panel

Three handwritten signatures are present in the signing panel. The first signature on the left is a cursive 'S' followed by a flourish. The middle signature is 'C. J. Law'. The signature on the right is a cursive 'D. J. Law'.

## Annexure II

1. The registered proprietor shall not erect or permit to be erected upon the subject land:
- (a) any dwellings with an internal floor area of less than 120m<sup>2</sup> excluding any garaging or outbuildings;
  - (b) any pre-used transported or kitset dwelling unless it has been approved by the Wai-iti Hills Developments Limited and it shall have absolute right of veto without having to specify reasons;
  - (c) any dwelling outbuilding structure of fence constructed of pre-used materials (excluding bricks) unless it has been approved by Wai-iti Hills Developments Limited shall have absolute right of veto without having to specify reasons;
  - (d) any dwelling building or structure with an external wall cladding of hardiplank or metal cladding or other cladding of similar composition or construction, the area of which exceeds 20% of the total area of the external wall areas;
  - (e) any building, dwelling or structure of a radically unconventional design unless it has been approved by Wai-iti Hills Developments Limited who shall have absolute right of veto without having to specify reasons;
  - (f) any building dwelling or structure that is not of recessive colours to the intent that any such colours shall blend harmoniously with the natural features and environment of the area and in particular roofing shall be of dark colouring to minimize glare;
  - (g) any outbuildings other than such as are tidy, neat and designed and built to a high standard commensurate with the general standards of the subdivision;
  - (h) any building or structure to be erected on the Lot under a building consent that permits temporary occupation of such building or structure nor shall the purchase permit any caravan or vehicle to be kept on the Lot for temporary or permanent occupation.
  - (i) 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;
  - (j) any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed;
  - (k) any building that the exterior is not completed (including painted) within 12 months of the commencement of site works;
  - (l) water tanks located on the lot which are not painted (and maintained) in recessive colours and the registered proprietor shall screen such tanks to limit the visual effects of such structures;

- (m) any building or structure until the building plans and specifications have been approved in writing by the developer Wai-iti Hills Developments Limited as to compliance with the within restrictions PROVIDED HOWEVER such authority shall not be unreasonably or arbitrarily withheld AND PROVIDED FURTHER that should the developer fail to approve or disapprove of such plans and specifications within 15 working days of receipt of the same then it shall be deemed to have consented to the same AND FURTHER PROVIDED that such plans shall be submitted to the developer for approval prior to such plan being lodged for building consent. This provision shall only apply to new dwellings being erected on the site within five (5) years of the date of the deposit of the plan.
2. The registered proprietor shall not permit the following activities to be carried out on the subject land:
- (a) the keeping of roosters and peacocks;
  - (b) the farming pigs for sale or trade;
  - (c) the on-site accommodation of heavy vehicles and/or commercial passenger vehicles unless garaged;
  - (d) the subdivision of the property provided however boundary adjustments that do not increase the number of separate titles shall be acceptable;
  - (e) the grounds to become littered, overgrown or unsightly to the intent that the grounds shall be maintained and landscaped in a tidy manner, this provision to be particularly strictly adhered to during the period of construction when construction and landscaping material shall be neatly stored on site and off-cuts and packaging shall be regularly removed;
  - (f) no vegetation including trees to exceed a height of 15 metres above any ridge line;
  - (g) the registered owners acknowledge the abundance of birdlife which has been encouraged by the prior landowners and the Wakefield Bush Protection Society. Property owners are encouraged to embrace the culture of the Wakefield Bush Protection Society by discouraging their domestic cats from hunting the birdlife and by not encouraging wild feral cats. Nor shall the registered proprietor keep more than two dogs on the property provided however pups under the age of 10 weeks are exempt from this provision.
3. The registered proprietor shall not (unless permitted by the proviso to this clause) use nor permit the use of the property for institutional residential purposes or as a boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or local government agencies or public or private health sector or educational agencies or contractors. This clause however shall not prevent the property being used for tourist or holiday accommodation provided such use has been consented to by Council.



The registered proprietor acknowledges that the above restrictions in Paragraphs 1 to 3 shall last for twenty-five (25) years from the date of deposit of the plan.

5. Wai-iti Hills Developments Limited will 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 registered proprietors for the time being of the servient and the dominant tenements shall indemnify and keep indemnified the said Wai-iti Hills Developments Limited and its legal successors, (other than successors in the title after registration of a memorandum of transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this transfer on the Deposited Plan which have been transferred by Wai-iti Hills Developments Limited

To the District Land Registrar Nelson

Please register the with Covenant against the Servient and Dominant Titles



## 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)*

Christine Julie Lloyd and Simon Richard Lloyd

Mortgagee under mortgage 5364340.11

### 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

14<sup>th</sup>

day of

November


2003

### Attestation:

Christine Julie Lloyd & Simon Richard Lloyd

Signed in my presence by the Person giving consent



  
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness:

Alain Swain

Occupation:

Legal Executive

Address:

Pitt & Moore  
Richmond

  
Signature of person giving consent

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.

## ANNEXURE SCHEDULE

Land Transfer Act 1952 section 238(2)

### Person giving consent

*Surname must be underlined*

<u>Nelson Building Society</u>	Mortgagee under mortgage 5364340.10
--------------------------------	-------------------------------------

### Capacity and interest of Person giving consent

*(eg Caveator under Caveat No)*

### 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

4th

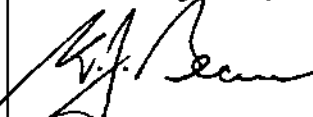
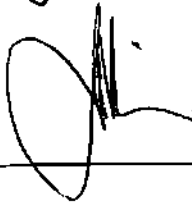
day of

November

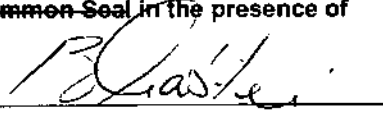
2003

### Attestation:

Nelson Building Society

  
K.J. BEAMS  
  
S J A'Court

Executed by the Mortgagee giving consent by <sup>its Attorney's</sup> affixing  
~~its Common Seal~~ in the presence of

  
Brian John Gabites  
Lending Administrator  
Nelson

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, Kenneth John Beams of Nelson, General Manager

AND Sydney John A'Court of Nelson, Lending Manager

**HEREBY CERTIFY -**

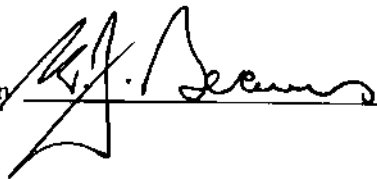
1 THAT by Deed dated the 3<sup>rd</sup> day of July 2002 copies are deposited with the Registrar General of Land under number **5276201.1**

**NELSON BUILDING SOCIETY** a society registered under the Building Societies Act 1965 and having its registered office at 111 - 113 Trafalgar Street, Nelson, New Zealand and carrying on the business of a building society appointed us its attorneys 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

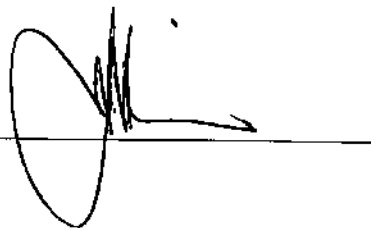
2 THAT at the date hereof we were General Manager and Lending Manager of the said society, respectively.

3 THAT at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **NELSON BUILDING SOCIETY** or otherwise.

SIGNED at Nelson



and



This 4<sup>th</sup> day of November 2003

**T 5364340.9 Transfer**  
Cpy - 01/01, Pgs - 006, 04/10/02, 14:03



DocId 210663237

# **TRANSFER**

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**

**TRANSFER**  
**Land Transfer Act 1952**

*If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule; no other format will be received.*

Land Registration District

Nelson

Certificate of Title No. All or Part? Area and legal description – *Insert only when part or Stratum, CT*

See Schedule C

Transferor Surnames must be underlined

WAI-ITI HILLS DEVELOPMENTS LIMITED

Transferee Surnames must be underlined

WAI-ITI HILLS DEVELOPMENTS LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No. ....; Right of way etc.*

Fee Simple subject to Land Covenant (continued on Page 2 Annexure Schedule)

Consideration

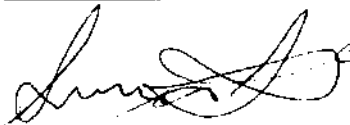
\$0.10 (Ten Cents)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 2nd day of October 2002

Attestation



Signed in my presence by the Transferor and Transferee by it's Directors

Signature of Witness



Witness to complete in BLOCK letters  
(unless typewritten or legibly stamped)

Witness name

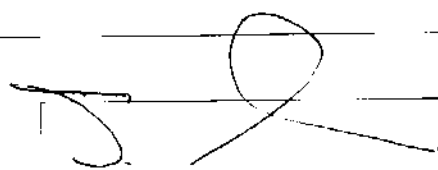
Occupation

Address

Signature, or common seal of Transferor

**Certified correct for the purposes of the Land Transfer Act 1952**

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1921  
(DELETE IN APPLICABLE CERTIFICATE)



Solicitor for the Transferee

# Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

2.10.2002

Page

3

of

4

Pages

- having to specify reasons;
  - (f) any building dwelling or structure that is not of recessive colours to the intent that any such colours shall blend harmoniously with the natural features and environment of the area and in particular roofing shall be of dark colouring to minimise glare;
  - (g) any outbuildings that are not tidy, neat and designed and built to a high standard commensurate with the general standards of the subdivision;
  - (h) any building or structure under a building consent that permits temporary occupation of such building or structure or any caravan or vehicle kept on the Servient Lot for temporary or permanent occupation;
  - (i) 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;
  - (j) any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor areas shall be fully enclosed;
  - (k) any building that the exterior is not completed (including painted) within 12 months of the commencement of site works.
  - (l) Water tanks which are not painted in recessive colours and such tanks to be screened to limit the visual effects of such structures.
  - (m) Any building or structure until the building plans and specifications have been approved in writing by Wai-iti Hills Developments Limited as to compliance with the within restrictions PROVIDED HOWEVER such approval shall not be unreasonably or arbitrarily withheld AND PROVIDED FURTHER that should Wai-iti Hills Developments Limited fail to approve or disapprove of such plans and specifications within 15 working days of receipt of the same then it shall be deemed to have consented to the same AND FURTHER PROVIDED that such plans shall be submitted to Wai-iti Hills Developments Limited for approval prior to such plans being lodged for building consent. This provision shall only apply to new dwellings being erected on the site within five (5) years of the date of the deposit of the plan.
2. The registered proprietor of the Servient Lot shall not permit the following activities to be carried out on the Servient Lot:
    - (a) the keeping of roosters and peacocks;
    - (b) the keeping of pigs for sale or trade;
    - (c) the on-site accommodation of heavy vehicles and/or commercial passenger vehicles unless garaged;
  3. The registered proprietor of the Servient Lot shall not subdivide the property provided however boundary adjustments that do not increase the number of separate titles shall be acceptable;
  4. The registered proprietor of the Servient Lot will not allow the grounds of the Servient Lot to become littered, overgrown or unsightly to the intent that the grounds shall be maintained and landscaped in a tidy manner. In particular this provision is to be strictly adhered to during the period of construction when construction and landscaping material shall be neatly stored on site and off-cuts and packaging shall be regularly removed.
  5. The registered Proprietor of the Servient Lot shall not allow vegetation including trees to grow to a height exceeding 15 meters above any ridge line;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

## Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

20.2002

Page

2

of

4

Pages

Continuation of "Estate of Interest or Easement to be created"

The Transferor when registered proprietor of the land formerly contained in Certificate of Title 11A/894 subdivided the land into residential lots in the manner shown and defined in DP 309235 AND WHEREAS it is the Transferor's intention to create for the benefit of the land in the Certificates of Title set out in Schedule A (hereinafter referred to as the "Dominant Lots") the Land Covenants set out in Schedule B over the land set out in Schedule C (hereinafter referred to as the "Servient Lots") TO THE INTENT that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lots

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the respective Dominant Lots the Transferee DOTH HEREBY COVENANT AND AGREE in the manner set out in Schedule B hereto so that the Covenants run with the Servient Lots for the benefit of the respective Dominant Lots as described in Schedule A.

SCHEDULE A

Certificates of Title

inclusive - "the Dominant Lots"

35992

Lot 1

35993

Lot 2

35995

Lot 6

35996

Lot 10

35997

Lot 11

35998

Lot 12

SCHEDULE BLand Covenants

- 1 The registered proprietor of the Servient Lot shall not erect or permit to be erected upon the Servient Lot:-
  - (a) any dwelling with an internal floor area of less than 120m<sup>2</sup> excluding any garaging or outbuildings;
  - (b) any pre-used transported or kitset dwelling unless it has been approved by Wai-iti Hills Developments Limited which shall have absolute right of veto without having to specify reasons;
  - (c) any dwelling outbuilding structure or fence constructed of pre-used materials (excluding bricks) unless it has been approved by Wai-iti Hills Developments Limited which shall have absolute right of veto without having to specify reasons;
  - (d) any dwelling building or structure with an external wall cladding of hardiplank or metal cladding or other cladding of similar composition or construction, the area of which exceeds 20% of the total area of the external wall areas;
  - (e) any building, dwelling or structure of a radically unconventional design unless it has been approved by Wai-iti Hills Developments Limited which shall have absolute right of veto without

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Auckland District Law Society  
REF 4-20

Annexure Schedule

TRANSFER

Dated

2-10-2002

Page

4

of

4

Pages

6. The registered proprietor of the Servient Lot acknowledges that there is an abundance of birdlife in the area which has been encouraged by the prior landowners and the Wakefield Bush Protection Society. The registered proprietors of the Servient Lots are encouraged to embrace the culture of the Wakefield Bush Protection Society by discouraging their domestic cats from hunting the birdlife and by not encouraging wild feral cats. The registered proprietors of the Servient Lots shall not keep more than two dogs on the Servient Lot provided however that puppies under the age of ten weeks are exempt from this provision.
7. The registered proprietor of the Servient Lot shall not (unless permitted by the proviso to this clause) use nor permit the use of the property for institutional residential purposes or as a boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or local government agencies or public or private health sector or educational agencies or contractors. This clause however shall not prevent the property being used for tourist or holiday accommodation provided such use has been consented to by the Tasman District Council.
8. Wai-iti Hills Developments Limited will 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 registered proprietors for the time being of the Servient Lots and the Dominant Lots shall indemnify and keep indemnified the said Wai-iti Hills Developments Limited and its legal successors (other than successors in title after registration of a memorandum of transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising.
9. The registered proprietor acknowledges that the above restrictions shall last for twenty-five (25) years from the date of deposit of the plan of subdivision No. 309235.

SCHEDULE C

Certificates of Title

inclusive - "the Servient Lots"

35992	Lot 1
35993	Lot 2
35996	Lot 10
35997	Lot 11
35998	Lot 12

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

# TRANSFER

## Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society  
REF: 4135

**This page is for Land Registry Office use only.**  
*(except for "Law Firm Acting")*