

View Instrument Details



Instrument No 8255182.8
Status Registered
Date & Time Lodged 25 August 2009 15:17
Lodged By Phillips, David
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
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407233	Nelson
407234	Nelson
407235	Nelson
407236	Nelson
407237	Nelson
407238	Nelson
407239	Nelson
407240	Nelson
407241	Nelson
407242	Nelson
407243	Nelson
407244	Nelson
407245	Nelson

Annexure Schedule: Contains 2 Pages.

Signature

Signed by David Phillips as Territorial Authority Representative on 25/08/2009 03:12 PM

*** End of Report ***

CONSENT NOTICE

ISSUED UNDER SECTION 221 RESOURCE MANAGEMENT ACT 1991 TASMAN DISTRICT COUNCIL RM 040092

CDL LAND NEW ZEALAND LIMITED is the registered proprietor of an estate in fee simple in the following land located in the Nelson Land Registration District namely:

All that parcel of land being Lots 1-5 and 26-37 (inclusive) Deposited Plan 402302 in Certificates of Title 407233-407245 (inclusive) and Lots 4 and 5 Deposited Plan 402302.

The **TASMAN DISTRICT COUNCIL** hereby gives notice pursuant to Section 221 Resource Management Act 1991 that the Subdivision Consent in respect of Tasman District Council RM 040092 being a subdivision of all the land in Certificate of Title 259874 pursuant to Land Transfer Plan No. 402302 was granted subject to the following conditions to be complied with on a continuing basis :

1. Development shall be positioned within the *Building Area Generally Suitable for Residential Development following NZS3604:1999, or Area Subject to Specific Engineering Design* depicted on Nelson Consulting Engineers plan – *Geotechnical Certificate Plan*, Job No. 07152, dated 31 March 2009.
2. The *Building Area Generally Suitable for Residential Development following NZS3604:1999* is expected to be suitable for structures in regards to NZS:3604:1999 *Timber framed Buildings*, however this will be dependant on the specific footprint and position of the dwelling, and the gradient of the slope to be built upon. Structures outside the limits of NZS:3604 such as larger dwellings built on steeper slopes and buildings founded on poles, will require specific foundation engineering.
3. The *Area Subject to Specific Engineering Design* is subject to specific investigation, design and inspection by a suitably qualified Chartered Professional Engineer practising in civil or geotechnical engineering, due to potential local stability concerns.
4. Retaining walls should be designed and inspected during construction by a Chartered Professional Engineer practising in civil, structural or geotechnical engineering when:
 - a) the wall is 1.2 m in height or greater,
 - b) the wall is retaining ground supporting surcharge loads such as buildings,
 - c) the wall retains non-level slopes of over 1V:5H (20%), or
 - d) the wall is founded on sloping ground of over 1V:5H (20%)
5. All retaining walls shall include provision for an adequate, appropriate and maintainable groundwater drainage system behind the wall. Surface stormwater shall not be directed into this system.
6. Foundations for all buildings, including concrete slab-on-ground floors, shall extend through topsoil to bear in competent natural ground or fill certified in accordance with NZS 4431: 1989. Alternatively, concrete slab-on-ground floors meeting the provisions of NZS 3604: 1999 – Timber Framed Buildings, may be founded on granular fill up to 600mm thick placed over competent natural ground in the manner specified as per Clause 7.5.3.1 of that Standard.

7. Where structures comply with NZS:3604 all foundation excavations shall be inspected by a building inspector, or otherwise, a chartered Professional Engineer practising in civil, structural or geotechnical engineering, prior to placing formwork, poles, DPM or reinforcing steel.
8. All earthworks and ground shaping shall be constructed to prevent ponding and provide a positive gradient away from foundation elements.
9. The location of subsoil drains installed during the construction of stage 1 and 2 of the subdivision are shown on the Jones and Associates Limited *Subsoil Drainage* drawing, dated October 2005, appended to the Tonkin and Taylor Earthworks and Building Site Certification Report dated February 2006. The invert levels vary and are not exactly known, however we expect all sub-soil drains to be at least 1.8m below finished ground level and beyond the influence of typical dwelling foundations. Any proposed foundations in excess of 800mm depth below existing ground level, and within 1m or over horizontal of existing sub-soil drain locations should be reviewed by a suitably qualified Chartered Professional Engineer practising in civil or geotechnical engineering.
10. All seepages encountered in any excavations or during site development must be conveyed away from the building sites in controlled manner.
11. Concentrated stormwater discharges collected from roofs, driveways and developed yards must be conveyed away from building sites and into the TDC stormwater reticulation system as not to adversely impact slopes and/or neighbouring building areas.
12. The location of existing services must be confirmed at the onset of construction. Foundation elements near the services must be positioned in accordance with the *TDC Engineering Standards and Policies 2008* requirements.

This Consent Notice is issued under Section 221 of the Resource Management Act.

DATED at Nelson this

16th

day of

May

2009.

Mark Morris



AUTHORISED OFFICER TASMAN DISTRICT COUNCIL
under delegated authority given pursuant to Section 716
of the Local Government Act 1974.

TASMAN DISTRICT COUNCIL

**CONSENT NOTICE UNDER SECTION 221
RESOURCE MANAGEMENT ACT 1991
TASMAN DISTRICT COUNCIL RMA 040092**



THORNTON ESTATES HILL STREET LIMITED is the registered proprietor of an estate in fee simple in the following land located in the Nelson Land Registration District namely:

- A. All that parcel of land being Lots 1, 48-78 (inclusive) and 80 Deposited Plan 363885 in Certificates of Title 259874, 259875-259905 (inclusive) and 259906 ~~and Lots 2 and 3 Deposited Plan 363885.~~

The **TASMAN DISTRICT COUNCIL** hereby gives notice pursuant to Section 221 Resource Management Act 1991 that the Subdivision Consent in respect of Tasman District Council RMA 040092 being a subdivision of all the land in Certificate of Title 205718 pursuant to Land Transfer Plan No. 363885 was granted subject to the following conditions to be complied with on a continuing basis pursuant to Section 220 (i)(c) Resource Management Act 1991 are to be complied with on a continuing basis:

1. Buildings shall be within the area designated as *NZS 3604* and/or *Specific Investigation and Design Zones* as shown on Tonkin & Taylor Drawing 870356.002-02 dated February 2006.
2. Building and/or earthworks are not recommended in the *Restricted Building Zone* area.
3. Foundations for all buildings shall extend through topsoil and where present non-structural fill, to bear in competent natural, cut or fill materials.
4. The *NZS 3604* Zones comprise cut, filled and natural ground which is generally suitable for shallow foundations constructed in accordance with *NZS 3604:1999 - Timber Framed Buildings*. Foundations for all buildings not meeting *NZS 3604* and requiring an ultimate bearing capacity greater than 300 kPa shall be specifically investigated and designed by a registered engineer experienced in foundation design.
5. Within the *Specific Investigation and Design Zone*, foundations shall be investigated, designed and constructed under the supervision of a Chartered Professional Engineer experienced in Geotechnical engineering.
6. On ground sloping at less than or equal to 2.5H:1V, all temporary or permanent cuts exceeding 1.2 m high shall be specifically investigated by a Chartered Professional Engineer practising in geotechnical engineering or an Engineering Geologist.
7. On ground sloping at steeper than 2.5H:1V, all cuts greater than 0.9 m high shall be specifically investigated by a registered Chartered Professional Engineer practising in geotechnical engineering or an experienced Engineering Geologist.
8. Fill greater than 0.8 m thick, and all fill proposed to be beneath structures (including hardstanding areas), shall meet the requirements of *NZS 4431:1989 - Code of Practice for Earthfill for Residential Development*, and shall include adequate stripping, benching, and underdrainage. No unretained fill shall be placed on ground sloping greater than 2.5H:1V.

9. In the Specific Investigation and Design Zone, retaining walls shall be specifically investigated and designed by a Chartered Professional Engineer practising in geotechnical engineering. All walls shall be adequately drained.
10. All stormwater from roofs, hardstanding or impermeable areas, retaining wall drainage, surface drains and subsoil drains and from standing water such as swimming pools and ponds, shall be collected and discharged in a controlled manner to the Tasman District Council stormwater system.
11. Any proposal to take the foundations down to in excess of 1m depth below existing ground levels and be located within 3m of the as-built location of subsoil drains shall be reviewed by a geotechnical engineer.
12. The SID zones within Lots 63, 64, 48 and 75 should be maintained in a vegetation cover that enhances slope stability.
13. The integrity of subsoil drains shall be preserved where they may be encountered in foundation or other subsurface excavations.
14. This building site certification relates to the general suitability of the site; it does not remove the need for specific site investigation (including Scala penetrometer testing along the line of strip footings), design and inspection as required by the Building Code, NZS3604:1999 and NZS 4431:1989.

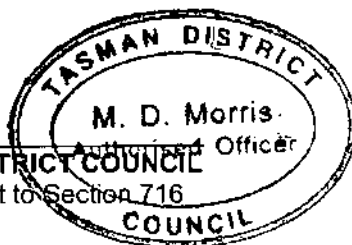
This Consent Notice is issued under Section 221 of the Resource Management Act.

DATED at Nelson this

3rd day of March,

2006.

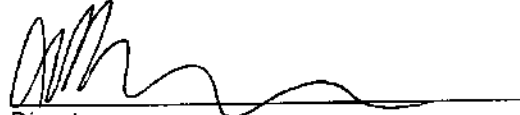
M. D. Morris



AUTHORISED OFFICER TASMAN DISTRICT COUNCIL
under delegated authority given pursuant to Section 716
of the Local Government Act 1974.

[Signature]


SIGNED by THORNTON ESTATES HILL)
 STREET LIMITED)
 by its Director ADRIAN ROBERT SISSON)
 in the presence of:)


 Director

M Stephenson

MARY STEPHENSON
 REGISTERED LEGAL EXECUTIVE
 CHRISTCHURCH

Certified correct for the purposes
 of the Land Transfer Act


 SOLICITOR FOR THE OWNER

TASMAN DISTRICT COUNCIL

AND

THORNTON ESTATES HILL STREET LIMITED

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



View Instrument Details

Instrument Type	Transfer
Instrument No	8499879.1
Status	Registered
Date & Time Lodged	25 June 2010 13:58
Lodged By	Clelland, Sara Jane

Affected Computer Registers	Land District
407236	Nelson

Transferors

CDL Land New Zealand Limited

Transferees

Mary Ruth Eade and Knapps Lawyers Trustee Company 2004 (No.2) Limited as to a 1/2 share
Louis Warner Franklin and Glasgow Harley Trustee Limited as to a 1/2 share

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 David Phillips as Transferor Representative on 22/06/2010 04:19 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 Ian James Turner as Transferee Representative on 25/06/2010 11:37 AM



View Instrument Details

*** End of Report ***

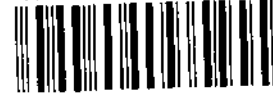
Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

EI 6808265.6 Easemen

Cpy - 01/01, Pgs - 007, 30/03/06, 07:14

Land registration district

NELSON



DocID: 211703199

Grantor

Surname(s) must be underlined or in CAPITALS.

THORNTON ESTATES HILL STREET LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.


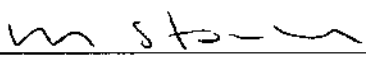
THORNTON ESTATES HILL STREET LIMITED


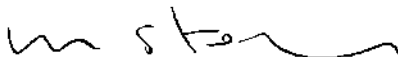
Grant* of easement or profit à prendre or creation or covenant

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).

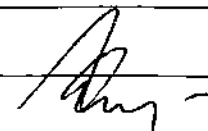
Dated this 10 day of March 2006

Attestation

 DIRECTOR	Signed in my presence by the Grantor 
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name MARY STEPHENSON Occupation REGISTERED LEGAL EXECUTIVE CHRISTCHURCH Address
Signature [common seal] of Grantor	

 DIRECTOR	Signed in my presence by the Grantee 
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name MARY STEPHENSON Occupation REGISTERED LEGAL EXECUTIVE CHRISTCHURCH 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.



Page 1 of 6 pages

(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 or in gross)
Land Covenant	363885	259875 - 259906 (incl)	259874 - 259906 (incl)

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied 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~~ ~~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 2].~~

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]~~

[Annexure Schedule 2].

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

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 10/3/06

Page 2 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2

The Grantee covenants with the Grantor as set out in Schedule B herein and the covenants form part of this Instrument and the Grantee and the Grantor hereby request that such covenants be noted against Certificates of Title 259874 TO 259906 (inclusive) (Nelson Registry).

It is the Grantors intention to create for the benefit of the registered proprietor of the dominant land in Schedule A the land covenants set out in Schedule B hereof **TO THE INTENT** that the servient Land in Schedule A shall be bound by the stipulations and restrictions set out in Schedule B hereof

The covenants in Schedule B shall be restrictive covenant running forever with the each of the titles in Schedule A being stipulations and restrictions on the titles shown as servient tenements in Schedule A and being for the benefit of the titles shown as the dominant tenement in Schedule A.

SCHEDULE B

At all times from the date of this Instrument the Registered Proprietor for the time being of the Servient Land described in Schedule A hereto ("the registered Proprietor") shall

1. Not erect any buildings on the Lot other than a single family home and accessory buildings. This requirement can only be varied with the prior approval and written consent of the Grantor or its Appointee.
2. Not further subdivide the property in any way. This requirement can only be varied with the prior approval and written consent of the Grantor or its Appointee.
3. Not shift on to the Lot any pre-built transportable or relocatable house or any existing house. The Registered Proprietor shall not be permitted to move any caravan, garage or similar structure on to the Lot other than for the purposes of constructing permitted buildings and the Registered Proprietor shall remove such structures from the Lot upon completion of construction of the dwelling. For the avoidance of doubt, the Registered Proprietor shall not use such structures for the purposes of any permanent or temporary residential accommodation.
4. Not erect a house with a floor area of less than 160m², inclusive of garage, provided that a two storey dwelling house shall not have a ground floor area of less than 100m², exclusive of Garage. Any dwelling having less than 160m² or in the case of a two storey house a ground floor area of less than 100m² exclusive of garage must have approval in writing from the Grantor before building commences and will be expected to comply with all other covenants.

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.

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Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

10/1/06

Page

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of

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(Continue in additional Annexure Schedule, if required.)

5. Not build any dwelling that does not include an attached fully enclosed garage. Such garage shall be constructed and completed at the same time as the construction and completion of the dwelling in similar materials as the dwelling:
 - a) Any accessory building, carport, decking or roof overhang, if constructed, shall be architecturally integrated with the design of the dwelling;
6. In order to enhance the quality and appearance of buildings within the subdivision, any attachments to buildings on the Lot (including, but not necessarily limited to, television aerials and solar hot water panels) shall be constructed in such a way as to be discreetly integrated with the design of such buildings so that they are not highly visible from any road, thoroughfare or adjacent property.
7. Not construct any building with exterior cladding other than cladding comprised of the following materials:
 - a) Kiln fired or concrete brick, blocks or splitstone;
 - b) Natural stone;
 - c) Timber weather boarding;
 - d) Solid plaster or textured plaster finish; or
 - e) Any other exterior cladding material for which the Registered Proprietor has first obtained the Grantor's written consent.

Any exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured in solid plaster so as to fully cover the base material.
8. Not use any metal clad roofing that has not been factory pre-painted, nor any roofing material which will create a glare offensive to adjoining property owners.
9. Complete construction of all buildings on the Lot within 12 months of first laying down the foundations for such building or within 24 months from the date of possession whichever is the earlier.
10. Complete within 15 months of first laying down the foundations for any building, all ancillary works such as fencing and landscaping and to complete in a proper and tradesmanlike manner a driveway for vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving or tarsealing.
11. Not allow construction of any building to be delayed so that substantial progress is not made for

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.

[Handwritten signatures]

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

10/3/06

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(Continue in additional Annexure Schedule, if required.)

any period exceeding three months.

12. Once construction of the principal building on the Lot has been substantially completed, not bring on to or allow to remain on the Lot in front of the building line of such dwelling or on any road or thoroughfare in the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or screened from any road adjacent to the Lot so as to preserve the amenities of the neighbourhood.
13. Not use the Lot in any way which in the opinion of the Grantor detrimentally affects the amenities of the neighbourhood including permitting noise to escape from the Lot which is likely to cause offence or a nuisance to other occupiers in the subdivision.
14. Not use the Lot or any buildings thereon for any purpose other than residential purposes.
15. Not permit any building on the Lot to be occupied or to use any building as a residence until it has been substantially completed in accordance with the terms of the within land covenant, and the appropriate local authority completion certificate has been issued for such buildings and settlement of the purchase of the Lot has been completed with the Grantor.
16. Not to use any pre-used building materials in the construction of any buildings or fencing on the Lot without the prior written approval of the Grantor.
17. Not erect any fence constructed of post and wire or iron irrespective of profile whether painted, factory prefinished or otherwise. No fence shall be greater than 1.83m in height and second-hand materials shall not be used without first obtaining the written consent of the Grantor. No front boundary fence on any Lot shall be constructed of rough sawn wooden posts, railings or palings.
18. Not allow the removal of soil from the Lot except as shall be necessary for the construction of approved buildings.
19. Reinstall, replace and be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, berm, concrete or other structures in the subdivision arising from the Registered Proprietor's or their agents' and invitees' direct or indirect use of the Lot.
20. Not remove, damage, cover up add to, change the colour scheme of, plant any shrubs, trees or flowers in or around, make any alterations to or alter the appearance of the subdivision entrance fences situated on Lots 2 and 29 or situated on any adjacent land to the lot.
21. Not carry out landscaping on the adjacent local authority owned road frontage other than in accordance with the general overall landscaping plan prepared by the Grantor. The Registered Proprietor shall keep and maintain such local authority owned road frontage adjacent to the Lot in a neat and tidy condition from the possession date.

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.

W

[Signature]

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

10/8/06

Page 5 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

22. Not construct or position any clothesline in such a way as to be highly visible from any road in the subdivision, nor to construct any letterbox which is not aesthetically sensitive in terms of design or location.
23. Not construct any dwelling of a single square or rectangular shape. Any dwelling shall have at least four breaks and three full valleys in the roofline. The roof shall have a pitch of not less than 25 degrees PROVIDED THAT these requirements may be varied with the prior approval and written consent of the Grantor. Roofs must have at least 300mm wide soffits (eaves) and cannot be varied without written approval from the Grantor.
24. Not call upon the Grantor to erect or contribute towards the cost of erection or repair of any boundary fences or dividing fences between the property herein and any other property owned by the Grantor, but this provision shall not enure for the benefit of any subsequent purchasers of the said property.
25. Not call upon the Tasman District Council or other relevant government agency to erect or contribute towards the cost of erection or repair of any boundary fences or dividing fences between the lot and any local purpose reserve, esplanade reserve or other land owned by the Council or such government agency.
26. Not permit or cause any rubbish to accumulate or be placed upon the Lot, nor to permit any excessive growth of grass so that the same becomes long or unsightly. In the event the Registered Proprietor fails to comply with this clause, the Grantor may (but without having any obligation to do so) carry out such work and the Registered Proprietor agrees to reimburse and indemnify the Grantor for any costs and expenses incurred in undertaking such work.
27. Not park any vehicle, caravan or boat on or within five metres of any street or right of way shown on the subdivision plan unless situated within enclosed garages constructed on the property provided that this prohibition shall not apply to any invitee of the purchaser where such invitees are not residing with the purchaser and the vehicles are parked temporarily only.
28. The Purchasers together with their tenants and invitees shall ensure that if any dog is brought onto or kept on the property that such dog shall not be permitted to roam free without proper supervision by the dog's owner and shall at all times in the owners' absence be located in a secure yard at the rear of the dwelling, or alternatively secured in a kennel at the rear of the dwelling.
29. The Purchaser shall not, with the exclusion of any residential dwelling and accessory buildings (whether permanent or temporary) erect or place any structure (whether permanent or temporary) nor any plant, tree or shrub, on the lot with a maximum height which exceeds the vertical height of six metres above the average ground level of the lot. The average ground level of the lot is calculated as being the arithmetic average of spot heights of the subdivision's finished ground level round the external foundations of the residential dwelling.

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.

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Annexure Schedule

Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated

10/3/06

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of

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Pages

(Continue in additional Annexure Schedule, if required.)

IT SHOULD BE NOTED:

1. That the Registered Proprietor shall as regards the above protective covenants be personally liable only in respect of breaches which shall occur while they are registered proprietors of the Lot or any part in respect of which any such breach shall occur (or is alleged to occur).
2. Acknowledging that the value of the area of the subdivision will be affected by the standard of buildings erected on the property and by failure to comply with the covenants contained in this transfer the Registered Proprietor covenants for the Registered Proprietor personally and the Registered Proprietor's executors, administrators and assigns that should the Registered Proprietor fail to comply with, observe, perform, or complete any of the covenants contained in this transfer, then without prejudice to any other liability the Registered Proprietor may hand to the Grantor, including the vendor of any lot in the Grantor's subdivisional plan the Registered Proprietor will:
 - a) pay to the Grantor as liquidated damages the sum of **FIFTY THOUSAND DOLLARS** (\$50,000.00) or a sum equal to 25 per centum of the cost of the erection of the dwelling house whichever sum is the larger immediately upon receipt of a written demand for payment from the Grantor or the Grantor's solicitors; and
 - b) shall permanently remove or cause to be permanently removed from the property any improvement or structure so erected or repaired or other cause of any breach or non-observance of the foregoing covenants.

PROVIDED AND IT IS FURTHER AGREED AND ACKNOWLEDGED that:

1. In any instance of default under Schedule B the remedying of such default within one month of notice in writing requiring the removal of such cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the said covenants shall avoid the payment of the penal sum prescribed by clause 2(a) above **PROVIDED THAT** this waiver shall not apply in respect of any subsequent default of a similar nature.
2. The rights and obligations of **THORNTON ESTATES HILL STREET LIMITED** to enforce the terms of the rights and benefits conferred by the foregoing covenants and by this clause shall terminate twelve calendar months from the date on which it ceases to be an owner of any lot in its subdivisional plan and from that date the right to enforce rights and benefits so conferred shall in accordance with normal legal principles vest in the owners of any lots on the said subdivision which obtain benefits from the said covenants.

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View Instrument Details



Instrument No 8255182.6
Status Registered
Date & Time Lodged 25 August 2009 15:17
Lodged By Phillips, David
Instrument Type Easement Instrument



Affected Computer Registers Land District

407233	Nelson
407234	Nelson
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Annexure Schedule: Contains 6 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 ☒

Signature

Signed by David Phillips as Grantor Representative on 08/09/2009 04:04 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 ☒

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 David Phillips as Grantee Representative on 08/09/2009 04:04 PM

*** End of Report ***

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

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

CDL Land New Zealand Limited

Grantee

CDL Land New Zealand 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)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants	All references to Servient and Dominant Tenements (Lots) are references to lots on DP402302	407233, Lot 26	Lots 27-37, and Lots 1-3
		407234, Lot 27	Lots 26 and 28-37, and Lots 1-3
		407235, Lot 28	Lots 26 and 27, and 29-37, and Lots 1-3
		407236, Lot 29	Lots 26-28, and 30-37, and 1-3
		407237, Lot 30	Lots 26-29, 31-37, and 1-3
		407238, Lot 31	Lots 26-30, 32-37, and 1-3
		407239, Lot 32	Lots 26-31, 33-37, and 1-3
		407240, Lot 33	Lots 26-32, 34-37, and 1-3
		407241, Lot 34	Lots 26-33, 35-37, and 1-3
		407242, Lot 35	Lots 26-34, 36 and 37, and 1-3
		407243, Lot 36	Lots 26-35, 37, and 1-3
		407244, Lot 37	Lots 26-36, and 1-3
		("the Servient Lots")	("the Dominant Lots")

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]~~ ~~[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 _____]~~

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]~~

~~[Annexure Schedule 2]~~

Annexure schedule

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APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

1.0 Land Covenants ("Covenants")

1.1 The Grantor and the Grantee wish to protect the building and visual concepts and standards and integrated appearance of Grantor's subdivision shown on DP420302 (together with further stages) as a whole. To achieve this, the Grantor hereby covenants with the Grantee, as registered proprietors, as set out below and hereby requests that such covenants be noted against all the titles having the benefit and those having the burden of these Covenants.

1.2 These Covenants shall:

1.2.1 Run with and bind each of the titles to Lots 26-37 DP402302 being titles 407233 to 407244 inclusive.

1.2.2 Be for the benefit of and appurtenant to each of the titles to Lots 26-37 DP402302 and Lots 1-3 DP402302 being titles 407233 to 407244 and title 407245.

1.3 For the purposes of binding the Servient Lots for the benefit of the respective Dominant Lots the Grantor COVENANTS AND AGREES in the manner set out in Schedule B so that the Covenants run with the Servient Lots for the benefit of the respective Dominant Lots as described in Schedule A.

Schedule B**2.0 Covenants**

2.1 The registered proprietor of any Servient Lot described in Schedule A hereto ("the registered proprietor") shall:

2.1.1 Not erect a dwelling with a floor area (excluding garage, carports and decking) of less than 140 m² (taken over all of the framing plate not over the foundation) and it shall be constructed to a shape other than a simple rectangle containing at least one roof break or full valley in the roof. Two storied dwellings are permitted provided that the ground floor area (measured as provided in this clause) is not less than 120m² and with a minimum of two bedrooms on the first floor.

2.1.2 No dwelling shall be constructed with any secondhand or used exterior cladding and no dwelling shall be constructed with less than 80% of the ground floor exterior cladding in any of the following materials:

Kiln fired or concrete brick.

Stucco textured finish.

Stone.

Timber weatherboards.

Metal laminate on timber.

Any other exterior cladding material for which the registered proprietor has obtained the Grantee's written consent.

All upper floor materials must be approved and any exterior that is in the form of flat cladding, concrete block, poured concrete or similar shall have textured the same in such a manner as to fully cover the base material.

Annexure schedule

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Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

- 2.1.3 No work for the erection of improvements (whether the same be for buildings, accessory buildings or fences and this shall also include exterior finishes and excavation of foundations upon the Servient Lot) shall be commenced unless the plans and specifications and all other details of construction and finish as the Grantee at the Grantee's absolute discretion may require have first been submitted to the Grantee and have received the Grantee's written approval which approval shall not be unreasonably withheld where the Grantee is satisfied that the dwelling and other improvements will comply with the terms of clauses 2.1.1 and 2.1.2 of these Covenants and the overall spirit of the covenants. The registered proprietor shall not erect or permit to be erected any improvement upon the Servient Lot not first approved by the Grantee in terms of this clause but the requirement for such written approval shall expire 7 years after the date of the deposit of DP402302 in Land Information New Zealand.
- 2.1.4 Not use any metal clad roofing that has not been factory pre-painted, nor any roofing material which will create a glare offensive to adjoining property owners.
- 2.1.5 No more than one dwelling house plus ancillary buildings will be exceed on the Servient Lot and it shall not be subdivided (as defined in the Resource Management Act 1991 or in any modification, amendment and re-enactment) and the title for the Servient Lot shall not be amalgamated with another title.
- 2.1.6 No fence will be constructed using secondhand material, corrugated iron or post and wire or exceed 1.83 metres in height above and natural ground level.
- 2.1.7 In order to enhance the quality and appearance of buildings within the subdivision, any attachment to buildings on the lot (including, but not limited to, telephone aerials and solar hot water panels) shall be constructed in such a way as to be discreetly integrated with the design of such buildings so that they are not highly visible from any road, thoroughfare or adjacent property.
- 2.1.8 Any building must be completed within 9 months of laying down the foundations for such building and no building once under construction shall be left without substantial work being carried out for a period exceeding three months and further the driveway shall be completed with a solid running course within six months of completion of the dwelling.
- 2.1.9 No building other than a new residential home shall be erected or, if a relocatable home, it shall only be a show home which has not been previously lived in. If required a garage or two garages or such other building normally appurtenant to a residential home shall be permitted provided that any garage shall form part of the roof and be permanently attached to the dwelling house.
- 2.1.10 No temporary building or structure shall be erected on the Servient Lot except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the Servient Lot upon completion of the work.
- 2.1.11 Not allow the removal of soil from the Servient Lot except as shall be necessary for the construction of approved buildings.
- 2.1.12 Reinststate, replace and be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, burn, concrete or other structures in the subdivision arising from the registered proprietors or their agents and invitees direct or indirect use of the Servient Lot.
- 2.1.13 From the date of this instrument, the registered proprietor will keep the Servient Lot in a neat and tidy condition and shall not permit excessive growth of grass so that it becomes long and unsightly. The registered proprietor shall also keep and maintain the local authority owned road frontage adjacent to the lot in a neat and tidy condition from the possession date.

Annexure schedule

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Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

- 2.1.14 Not call upon the Grantor to erect or contribute towards the cost of erection or repair of any boundary fence or dividing fence between the Servient Lot and any other property owned by the Grantor, but this provision shall not enure for the benefit of any subsequent purchasers of the said property.
- 2.1.15 Once construction of the principal building on the Lot has been substantially completed, not bring on to or allow to remain on the Lot in front of the building line of such dwelling or on any road or thoroughfare in the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, and materials or machinery unless garaged or screened from any road adjacent to the Lot so as to preserve the amenities of the neighbourhood.
- 2.1.16 Not use the Lot in any way which in the opinion of the Grantor detrimentally affects the amenities of the neighbourhood including permitting noise to escape from the Lot which is likely to cause offense or a nuisance to other occupiers in the subdivision.
- 2.1.17 The Grantor shall not carry out nor permit to be carried out on the Lot any activity which does not comply with Tasman District Council permitted activities in a residential zone (provided that this clause shall not apply to the use of the property for the purposes of a builder's show home (and ancillary builder's office) for a period of no more than 2 years from the date of completion of such home).
- 2.1.18 The Grantor shall not allow any animal (including dogs and other household domestic pets) to be kept in or about the Lot (land or building) that is or is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular, not to allow on or about the property any dog which in whole or part resembles any of the pit bull terrier, rottweiler or Doberman pinscher breeds.

3.0 General Provisions including enforcement

3.1 The registered proprietor will not prevent the Grantee, its officers, employees or agents from entering on to the Servient Lot at all reasonable times for the purposes of ensuring compliance with the foregoing covenants and remedying any breaches thereof subject to:

- 3.1.1 The Grantee first giving written notice of its intention to enter on to the Servient Lot being not less than three working days.
- 3.1.2 Entry shall be for the purposes of ensuring compliance with the restrictive covenants contained herein or remedying any breach of them.
- 3.1.3 If the Grantee enters on to the Servient Lot it shall not be responsible for any damage occasioned to the Servient Lot or anything placed thereon as a result of a reasonable exercise by the Grantee of its powers.

The cost of remedying any of the registered proprietor's obligations hereunder by the Grantee shall be recoverable from the registered proprietor and until such costs are paid to the Grantee, the same shall bear interest by way of liquidated damages at the rate of 20% per annum calculated on a daily basis.

Annexure schedule

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Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

- 3.2 Acknowledging that the value of the area of the subdivision will be affected by the standard of buildings erected on any Servient Lot and by failure to comply with the Covenants contained in this instrument, the Grantor covenants (for the registered proprietor personally and the registered proprietor's executors, administrators and assigns and successors in title) that should the Grantor fail to comply with, observe, perform or complete any obligation or restriction and/or covenants and restrictions contained in clauses 2.1 to 2.1.13 inclusive, then without prejudice to any other liability that the Grantor may have to the Grantee the Grantor will pay to the Grantee the sum of \$50,000.00 or a sum equal to 25% of the cost of the erection of the dwelling house whichever sum is the larger immediately upon receipt of a written demand for the same by the Grantee or the Grantee's solicitors. This sum will constitute a debt due to the Grantee and shall be recoverable as liquidated damages.
- 3.3. The Grantor and the Grantee further covenant that the restrictions contained in this instrument shall enure for the benefit of all of the Dominant Lots and every part thereof provided always that the Grantor or any registered proprietor at the time being of any Servient Lot shall as regards to the Covenants be liable only in respect of the breaches which shall occur while the registered proprietor is the registered proprietor of the Servient Lot to which any such breach of covenant applies (or is alleged to apply).
- 3.4 The Grantee hereby covenants with the Grantor that it will at all times do all things reasonably necessary to ensure compliance with the intention herein that the residential lots described as the Servient Lots in this instrument shall be subject to a general scheme applicable to and for the benefit of all of the Dominant Lots.
- 3.5 Notwithstanding anything expressed or implied elsewhere in this instrument and for the avoidance of doubt, the Grantor and the Grantee acknowledge that the intention of the covenants is to bind the Grantor's Servient Tenements for the benefit of the Grantee's Dominant Tenements.
- 3.6 The Grantee and the Grantor agree that CDL Land New Zealand Limited will not be liable because of any action it takes or fails to take or for any default in any dwelling, out building, fence, or other improvement erected on any Servient Lot or at all as a result of these covenants or otherwise and the owners for the time being of the Servient and Dominant Lots shall indemnify and keep indemnified CDL Land New Zealand Limited and its legal successors (other than successors in title after registration of a transfer instrument) from any costs, claims, suits, demands, liabilities or otherwise arising out of or by virtue of this instrument.

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

EI 6660085.3 Easement I

Land registration district

NELSON



Cpy - 01/01, Pgs - 012, 22/11/05, 15:26



DocID: 211584762

Surname(s) must be underlined or in CAPITALS.

Grantor

THORNTON ESTATES HILL STREET LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.


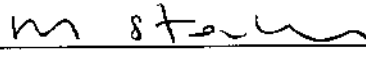
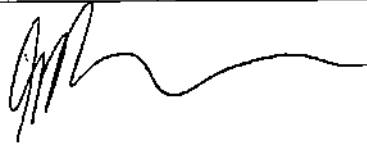
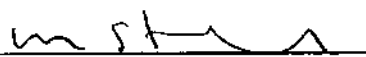
THORNTON ESTATES HILL STREET LIMITED

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

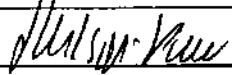
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions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

Dated this 21 day of November 2005

Attestation

 DIRECTOR	<p>Signed in my presence by the Grantor</p>  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name MARY STEPHENSON Occupation REGISTERED LEGAL EXECUTIVE CHRISTCHURCH
Signature [common seal] of Grantor	Address
 DIRECTOR	<p>Signed in my presence by the Grantee</p>  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name MARY STEPHENSON Occupation REGISTERED LEGAL EXECUTIVE CHRISTCHURCH
Signature [common seal] of Grantee	Address

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.



Easement instrument

Dated

21/11/05

Page

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of

pages

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 or in gross)
Land Covenant	350271	205719	205718

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 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:

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

[Annexure Schedule 2].

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

ANNEXURE SCHEDULE 2

The Grantee covenants with the Grantor as set out in Schedule B herein and the covenants form part of this Instrument and the Grantee and the Grantor hereby request that such covenants be noted against Certificates of Title 205718 and 205719 (Nelson Registry).

It is the Grantors intention to create for the benefit of the registered proprietor of the dominant land in Schedule A the land covenants set out in Schedule B hereof TO THE INTENT that the Servient Land in Schedule A shall be bound by the stipulations and restrictions set out in Schedule B hereof

The covenants in Schedule B shall be restrictive covenant running forever with the Servient Land in Schedule A for the benefit of and subject to any provisions of Schedule B

SCHEDULE B

At all times from the date of this Instrument the Registered Proprietor for the time being of the Servient Land described in Schedule A hereto ("the registered Proprietor") shall

1. Not erect any buildings on the Lot other than a single family home and accessory buildings. This requirement can only be varied with the prior approval and written consent of the Grantor or its Appointee.
2. Not further subdivide the property in any way. This requirement can only be varied with the prior approval and written consent of the Grantor or its Appointee.



3. Not shift on to the Lot any pre-built transportable or relocatable house or any existing house. The Registered Proprietor shall not be permitted to move any caravan, garage or similar structure on to the Lot other than for the purposes of constructing permitted buildings and the Registered Proprietor shall remove such structures from the Lot upon completion of construction of the dwelling. For the avoidance of doubt, the Registered Proprietor shall not use such structures for the purposes of any permanent or temporary residential accommodation.
4. Not erect a house with a floor area of less than 160m², inclusive of garage, provided that a two storey dwelling house shall not have a ground floor area of less than 100m², exclusive of Garage. Any dwelling having less than 160m² or in the case of a two storey house a ground floor area of less than 100m² exclusive of garage must have approval in writing from the Grantor before building commences and will be expected to comply with all other covenants.
5. Not build any dwelling that does not include an attached fully enclosed garage. Such garage shall be constructed and completed at the same time as the construction and completion of the dwelling in similar materials as the dwelling:
 - a) Any accessory building, carport, decking or roof overhang, if constructed, shall be architecturally integrated with the design of the dwelling;
6. In order to enhance the quality and appearance of buildings within the subdivision, any attachments to buildings on the Lot (including, but not necessarily limited to, television aerials and solar hot water panels) shall be constructed in such a way as to be discreetly integrated with the design of such buildings so that they are not highly visible from any road, thoroughfare or adjacent property.



7. Not construct any building with exterior cladding other than cladding comprised of the following materials:
- a) Kiln fired or concrete brick, blocks or splitstone;
 - b) Natural stone;
 - c) Timber weather boarding;
 - d) Solid plaster or textured plaster finish; or
 - e) Any other exterior cladding material for which the Registered Proprietor has first obtained the Grantor's written consent.

Any exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured in solid plaster so as to fully cover the base material.

8. Not use any metal clad roofing that has not been factory pre-painted, nor any roofing material which will create a glare offensive to adjoining property owners.
9. Complete construction of all buildings on the Lot within 12 months of first laying down the foundations for such building or within 24 months from the date of possession whichever is the earlier.
10. Complete within 15 months of first laying down the foundations for any building, all ancillary works such as fencing and landscaping and to complete in a proper and tradesmanlike manner a driveway for vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving or tarsealing.
11. Not allow construction of any building to be delayed so that substantial progress is not made for any period exceeding three months.



12. Once construction of the principal building on the Lot has been substantially completed, not bring on to or allow to remain on the Lot in front of the building line of such dwelling or on any road or thoroughfare in the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or screened from any road adjacent to the Lot so as to preserve the amenities of the neighbourhood.
13. Not use the Lot in any way which in the opinion of the Grantor detrimentally affects the amenities of the neighbourhood including permitting noise to escape from the Lot which is likely to cause offence or a nuisance to other occupiers in the subdivision.
14. Not use the Lot or any buildings thereon for any purpose other than residential purposes.
15. Not permit any building on the Lot to be occupied or to use any building as a residence until it has been substantially completed in accordance with the terms of the within land covenant, and the appropriate local authority completion certificate has been issued for such buildings and settlement of the purchase of the Lot has been completed with the Grantor.
16. Not to use any pre-used building materials in the construction of any buildings or fencing on the Lot without the prior written approval of the Grantor.
17. Not erect any fence constructed of post and wire or iron irrespective of profile whether painted, factory prefinished or otherwise. No fence shall be greater than 1.83m in height and second-hand materials shall not be used without first obtaining the written consent of the Grantor. No front boundary fence on any Lot shall be constructed of rough sawn wooden posts, railings or palings.
18. Not allow the removal of soil from the Lot except as shall be necessary for the construction of approved buildings.
19. Reinststate, replace and be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, berm, concrete or other structures in the subdivision arising from the Registered Proprietor's or their agents' and invitees' direct or indirect use of the Lot.
20. Not remove, damage, cover up add to, change the colour scheme of, plant any



shrubs, trees or flowers in or around, make any alterations to or alter the appearance of the subdivision entrance fences situated on Lots 2 and 29 or situated on any adjacent land to the lot.


21. Not carry out landscaping on the adjacent local authority owned road frontage other than in accordance with the general overall landscaping plan prepared by the Grantor. The Registered Proprietor shall keep and maintain such local authority owned road frontage adjacent to the Lot in a neat and tidy condition from the possession date.
22. Not construct or position any clothesline in such a way as to be highly visible from any road in the subdivision, nor to construct any letterbox which is not aesthetically sensitive in terms of design or location.
23. Not construct any dwelling of a single square or rectangular shape. Any dwelling shall have at least four breaks and three full valleys in the roofline. The roof shall have a pitch of not less than 25 degrees PROVIDED THAT these requirements may be varied with the prior approval and written consent of the Grantor. Roofs must have at least 300mm wide soffits (eaves) and cannot be varied without written approval from the Grantor.
24. Not call upon the Grantor to erect or contribute towards the cost of erection or repair of any boundary fences or dividing fences between the property herein and any other property owned by the Grantor, but this provision shall not enure for the benefit of any subsequent purchasers of the said property.
25. Not call upon the Tasman District Council or other relevant government agency to erect or contribute towards the cost of erection or repair of any boundary fences or dividing fences between the lot and any local purpose reserve, esplanade reserve or other land owned by the Council or such government agency.
26. Not permit or cause any rubbish to accumulate or be placed upon the Lot, nor to permit any excessive growth of grass so that the same becomes long or unsightly. In the event the Registered Proprietor fails to comply with this clause, the Grantor may (but without having any obligation to do so) carry out such work and the Registered Proprietor agrees to reimburse and indemnify the Grantor for any costs and expenses incurred in undertaking such work.



27. Not park any vehicle, caravan or boat on or within five metres of any street or right of way shown on the subdivision plan unless situated within enclosed garages constructed on the property provided that this prohibition shall not apply to any invitee of the purchaser where such invitees are not residing with the purchaser and the vehicles are parked temporarily only.
28. The Purchasers together with their tenants and invitees shall ensure that if any dog is brought onto or kept on the property that such dog shall not be permitted to roam free without proper supervision by the dog's owner and shall at all times in the owners' absence be located in a secure yard at the rear of the dwelling, or alternatively secured in a kennel at the rear of the dwelling.
29. The Purchaser shall not, with the exclusion of any residential dwelling and accessory buildings (whether permanent or temporary) erect or place any structure (whether permanent or temporary) nor any plant, tree or shrub, on the lot with a maximum height which exceeds the vertical height of six metres above the average ground level of the lot. The average ground level of the lot is calculated as being the arithmetic average of spot heights of the subdivision's finished ground level round the external foundations of the residential dwelling.

IT SHOULD BE NOTED:

1. That the Registered Proprietor shall as regards the above protective covenants be personally liable only in respect of breaches which shall occur while they are registered proprietors of the Lot or any part in respect of which any such breach shall occur (or is alleged to occur).
2. Acknowledging that the value of the area of the subdivision will be affected by the standard of buildings erected on the property and by failure to comply with the covenants contained in this transfer the Registered Proprietor covenants for the Registered Proprietor personally and the Registered Proprietor's executors, administrators and assigns that should the Registered Proprietor fail to comply with, observe, perform, or complete any of the covenants contained in this transfer, then without prejudice to any other liability the Registered Proprietor may hand to the Grantor, including the vendor of any lot in the Grantor's subdivisional plan the Registered Proprietor will:



pay 24

- a) pay to the Grantor as liquidated damages the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) or a sum equal to 25 per centum of the cost of the erection of the dwelling house whichever sum is the larger immediately upon receipt of a written demand for payment from the Grantor or the Grantor's solicitors; and
- b) shall permanently remove or cause to be permanently removed from the property any improvement or structure so erected or repaired or other cause of any breach or non-observance of the foregoing covenants.

PROVIDED AND IT IS FURTHER AGREED AND ACKNOWLEDGED that:

- 1. In any instance of default under Schedule B the remedying of such default within one month of notice in writing requiring the removal of such cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the said covenants shall avoid the payment of the penal sum prescribed by clause 2(a) above PROVIDED THAT this waiver shall not apply in respect of any subsequent default of a similar nature.
- 2. The rights and obligations of THORNTON ESTATES HILL STREET LIMITED to enforce the terms of the rights and benefits conferred by the foregoing covenants and by this clause shall terminate twelve calendar months from the date on which it ceases to be an owner of any lot in its subdivisional plan and from that date the right to enforce rights and benefits so conferred shall in accordance with normal legal principles vest in the owners of any lots on the said subdivision which obtain benefits from the said covenants.



ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

Page 1 of 1 Pages

[Insert type of Instrument] Easement

Person giving consent
Surname must be underlined

Capacity and Interest of Person giving consent
(eg. Caveator under Caveat no.)

BANK OF NEW ZEALAND

Mortgagee under Mortgage No 6093021.3

Consent

Delete words in [] if inconsistent with the consent
State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent.]

the Person giving consent hereby consents to:

Deposit of Plan No 350271

Registration of Easement Instrument (Land Covenant)

Dated this 1st day of September 2005

Attestation

IGNED for and on
half of BANK OF NEW
ZEALAND by its
attorneys

Rachel Elizabeth Wood

Margaret Jane Aston

Signature [Common seal] of
Person giving consent

Signed in my presence by the Person giving consent

Signature of Witness

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

Witness name

Robin Peter Tuckey

Occupation

Bank Officer

Address

Auckland

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.



Bank of New Zealand

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

We, Rachel Elizabeth Wood and Margaret Jane Aston both of Auckland, Bank Officers, severally certify that:

1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 1st day of September 2005



Rachel Elizabeth Wood

SIGNED at Auckland this 1st day of September 2005



Margaret Jane Aston

ANNEXURE SCHEDULE - CONSENT FORM

Land Transfer Act 1952 section 238(2)

Page 1 of 1 Pages

[Insert type of instrument] Easement

Person giving consent
Surname must be underlined

Capacity and interest of Person giving consent
(eg. Caveator under Caveat no.)

JOHN DAVID HUNTE AND YVONNE
MARGARET PENMAN

Mortgagee under Mortgage No 6093021.4

Consent

Delete words in [] if inconsistent with the consent
State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent.]


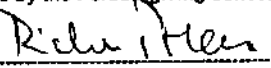
the Person giving consent hereby consents to:

Deposit of Plan No 350271

Registration of Easement Instrument (Land Covenant)

Dated this 1st day of SEPTEMBER 2005

Attestation

	Signed in my presence by the Person giving consent 
	Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed):
	Witness name
	Occupation RICHARD PARKES SOLICITOR CHRISTCHURCH
	Address
Signature [Common seal] 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.

View Instrument Details



Instrument No 8330939.1
Status Registered
Date & Time Lodged 02 November 2009 11:03
Lodged By Phillips, David
Instrument Type Variation of Easement



Affected Computer Registers Land District

407233	Nelson
407234	Nelson
407235	Nelson
407236	Nelson
407237	Nelson
407238	Nelson
407240	Nelson
407241	Nelson
407242	Nelson
407243	Nelson
407244	Nelson

Annexure Schedule: Contains 2 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 territorial authority has consented to this transaction and I hold that consent, or the affected easement is not the subject of a condition imposed by the territorial authority ☒

Signature

Signed by David Phillips as Grantor Representative on 02/11/2009 11:00 AM

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 ☒

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 David Phillips as Grantee Representative on 02/11/2009 11:00 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2002/6057

Easement variation instrument to vary easement, ~~profit à prendre~~, or land covenant
Sections 90C and 90F, Land Transfer Act 1952

Land registration district

NELSON



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

CDL LAND NEW ZEALAND LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

CDL LAND NEW ZEALAND LIMITED

Variation* of easement, *profit à prendre*, or covenantThe terms, covenants, or conditions contained in the easement(s), *profit(s) à prendre*, or covenant(s) set out in Schedule A are varied, negatived, or added to as set out in Annexure Schedule 1.Dated this 27th day of October 2009

Attestation

	Signed in my presence by the Grantor
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
Signature [common seal] of Grantor	Address

	Signed in my presence by the Grantee
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
Signature [common seal] of Grantee	Address

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

[Solicitor for] the Grantor

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

Approved by Registrar-General of Land under No. 2002/6057
Annexure Schedule 1



Easement variation
 instrument

Dated

Page of pages

Schedule A

(Continue in additional Annexure Schedule if required)

Nature of easement, profit, or covenant	Unique identifier (Document number)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Variation of Land Covenants created by E18255182.6	Land Covenants by E18255182.6	<p>Refer clause 1 below</p> <p>407235, Lot 28 407236, Lot 29 407240, Lot 33 407241, Lot 34 407242, Lot 35 407243, Lot 36 407244, Lot 37</p> <p>Refer clause 2 below</p> <p>407233, Lot 26 407234, Lot 27 407235, Lot 28 407236, Lot 29 407237, Lot 30 407238, Lot 31</p> <p>("the Servient Lots")</p>	<p>Lot 29 and Lots 33-37 Lot 28 and Lots 33-37 Lots 28, 29 and Lots 34-37 Lots 28, 29, 33 and Lots 35-37 Lots 28, 29, 33-34, 36 and Lot 37 Lots 28, 29, 33-35 and Lot 37 Lots 28, 29 and Lots 33-36</p> <p>Lots 27-31 Lot 26 and Lots 28-31 Lots 26-27 and Lots 29-31 Lots 26-28 and Lots 30-31 Lots 26-29 and Lot 31 Lots 26-30</p> <p>("the Dominant Lots")</p>

Variation of terms, covenants or conditions

(Continue in additional Annexure Schedule if required.)

1. **Fencing of Common Boundaries Shared With Right of Way of Leg-In to Lot 37**

The registered proprietor(s) of any Lot [being Lots 33, 28, 29, 34, 35 and 36] that shares a common boundary with the right of way shown D, E and F on DP 402302 (and being part Lot 37) shall be solely responsible for the erection of any part of the boundary fencing adjoining the right of way at their cost and shall not be entitled to seek a contribution to the cost of such fencing from the registered proprietor of Lot 37 (notwithstanding the provisions of the Fencing Act 1978).
2. **Fencing of Common Boundaries Shared With Right of Way Over Leg-In to Lot 29**

The registered proprietor(s) of any Lot [being Lots 26, 27, 28, 30 and 31] that shares a common boundary with the right of way shown A and B on DP 402302 (and being part Lot 29) shall be solely responsible for the erection of any part of the boundary fencing adjoining the right of way at their cost and shall not be entitled to seek a contribution to the cost of such fencing from the registered proprietor of Lot 29 (notwithstanding the provisions of the Fencing Act 1978).

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

P *[Signature]*

View Instrument Details



Instrument No 8320697.1
Status Registered
Date & Time Lodged 21 October 2009 15:23
Lodged By Phillips, David
Instrument Type Variation of Easement



Affected Computer Registers Land District

407233	Nelson
407234	Nelson
407235	Nelson
407236	Nelson
407237	Nelson
407238	Nelson
407239	Nelson
407240	Nelson
407241	Nelson
407242	Nelson
407243	Nelson
407244	Nelson
407245	Nelson

Annexure Schedule: Contains 2 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 territorial authority has consented to this transaction and I hold that consent, or the affected easement is not the subject of a condition imposed by the territorial authority ☒

Signature

Signed by David Phillips as Grantor Representative on 21/10/2009 03:21 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 ☒
- 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 David Phillips as Grantee Representative on 21/10/2009 03:22 PM

*** End of Report ***

Approved by Registrar-General of Land under No. 2002/6057

Easement variation instrument to vary easement, ~~profit à prendre~~, or land covenant

Sections 90C and 90F, Land Transfer Act 1952

Land registration district

NELSON



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

CDL LAND NEW ZEALAND LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

CDL LAND NEW ZEALAND LIMITED

Variation* of easement, *profit à prendre*, or covenantThe terms, covenants, or conditions contained in the easement(s), *profit(s) à prendre*, or covenant(s) set out in Schedule A are **varied, negated, or added to** as set out in Annexure Schedule 1.

Dated this

day of

2009

Attestation

	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i>
	<i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name
	Occupation
Signature [common seal] of Grantor	Address

	Signed in my presence by the Grantee
	_____ <i>Signature of witness</i>
	<i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name
	Occupation
Signature [common seal] of Grantee	Address

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

[Signature for] the Grantor

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

Approved by Registrar-General of Land under No. 2002/6057

Annexure Schedule 1Easement variation
instrument

Dated

Page

of

pages

Schedule A

(Continue in additional Annexure Schedule if required)

Nature of easement, profit, or covenant	Unique identifier (Document number)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Variation of Land Covenants created by EI8255182.6	Land Covenants by EI8255182.5	<p><u>For height restriction (refer clause 1 below):</u> 407233, Lot 26 407234, Lot 27 407235, Lot 28 407239, Lot 32 407240, Lot 33</p> <p><u>For reduction of minimum floor area on Lot 34 (refer clause 2 below):</u> 407241, Lot 34 ("the Servient Lots")</p>	<p>Lots 27-37, and Lots 1-3 Lots 26 and 28-37, and Lots 1-3 Lots 26 and 27, and 29-37, and Lots 1-3 Lots 26-31, 33-37, and 1-3 Lots 26-32, 34-37 and 1-3</p> <p>Lots 26-33, 35-37 and 1-3 ("the Dominant Lots")</p>

Variation of terms, covenants or
conditions

(Continue in additional Annexure Schedule if required.)

- Height Restrictions on Lots 26, 27, 28, 32 and 33**
The registered proprietor of any Servient Lot [being Lots 26, 27, 28, 32 and 33] will not at any time hereafter erect or permit to be erected any dwelling, building, mast, aerial or other structure of any nature whatsoever on the Servient Lot to a height exceeding 5 metres above ground level. For the purposes of this clause the height shall be measured between the highest point of the dwelling, building, mast, aerial or structure and the ground level immediately below that point and the ground level for the 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 taken at the time of the subdivision to prepare the allotments shown on DP 420302.
- Variation of Covenant Regarding Lot 34**
The minimum floor area for Lot 34 is reduced from 140m² to 125m² for a single storey dwelling. Clause 2.1.1 is varied to provide as follows regarding Lot 34:
"2.1.1 Not erect a dwelling on Lot 34 with a floor area (excluding garage, carports and decking) of less than 125m² (taken over all the framing plate not over the foundation) and it shall be constructed to a shape other than a simple rectangle containing at least one roof break or fall valley in the roof.

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