

Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

NELSON

BARCODE

El 6277128.6 Easement I

Cpy - 01/01, Pgs - 008, 13/01/05, 09:06



DocID: 211319984

Grantor

Surname must be underlined

David Allan GLENNIE & Alan Keith Hinton as to a 67/145 share and David Allan GLENNIE, Delwyn Anne BURTENSHAW and Alain David SWAIN as to a 78/145 share

Grantee

Surname must be underlined

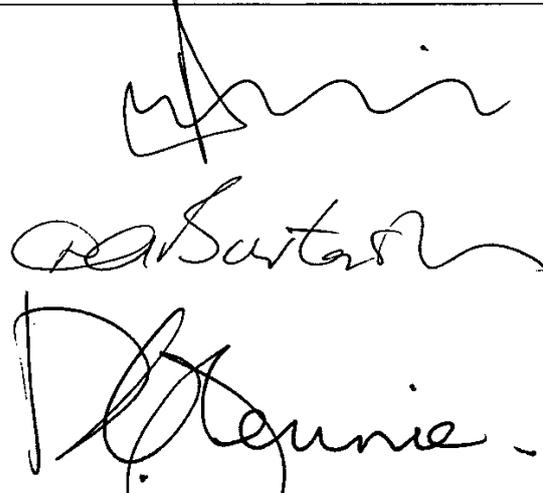
David Allan GLENNIE & Alan Keith Hinton as to a 67/145 share and David Allan GLENNIE, Delwyn Anne BURTENSHAW and Alain David SWAIN as to a 78/145 share

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee ~~the easement(s)~~ 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 22 day of December 2004

Attestation

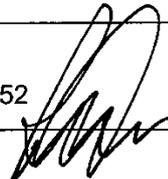
	<p>Signed in my presence by the Grantor &amp; Grantee David Allan Glennie, Delwyn Anne Burtenshaw and Alain David Swain</p>
	<p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Jacqueline Tina Walker Occupation Legal Executive Pitt &amp; Moore Address Richmond</p>
<p>Signature of Grantor &amp; Grantee</p>	

**Attestation**

	<b>Signed in my presence by the Grantor &amp; Grantee David Allan Glennie</b>
	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>
<b>Signature of Grantor &amp; Grantee</b>	<b>Witness name</b> Jacqueline Tina Walker <b>Occupation</b> Legal Executive <b>Address</b> Pitt & Moore Richmond

	<b>Signed in my presence by the Grantor &amp; Grantee Alan Keith Hinton</b>
	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>
<b>Signature of Grantor &amp; Grantee</b>	<b>Witness name</b> Jacqueline Tina Walker <b>Occupation</b> Legal Executive <b>Address</b> Pitt & Moore Richmond

Certified correct for the purposes of the Land Transfer Act 1952

  
[Solicitor for] the Grantee

**Annexure Schedule I**

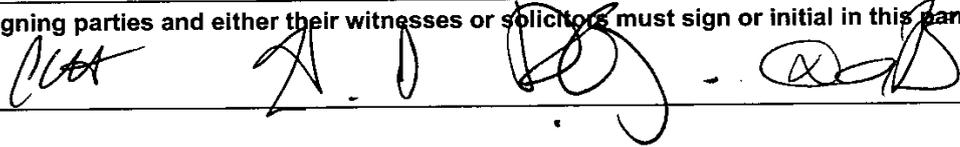
**Schedule A** continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT)
Land Covenant	As set out in Annexure Schedule II	191065 to 191075 (inclusive)	191065 to 191075 (inclusive)

**Covenant provisions**

The provisions applying to the specified covenants are those set out in:  
~~[Memorandum number added to registered under section 155A of the Land Transfer Act 1952]~~  
the provisions set out in Annexure Schedule II.

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



**Annexure Schedule II**

Easement Instrument

Dated

22 / 12 /

2004

*Continue in additional Annexure Schedule, if required*

1. The Registered Proprietor shall not erect or permit to be erected upon the subject land:

- (a) any dwelling with an internal floor area of less than 100m<sup>2</sup> excluding any garaging or outbuildings unless approved by Glennie Architects Limited;
- (b) any pre-used dwelling;
- (c) any dwelling building structure or fence constructed of pre-used materials (excluding bricks);
- (d) any front yard boundary fence exceeding a height of 1.2 metres;
- (e) any dwelling building or structure with an external wall cladding of hardiplank or other cladding of similar composition or construction provided however Linea board or products of similar composition shall not be a breach of this covenant;
- (f) any building, dwelling or structure of a radically unconventional design. The opinion of Glennie Architects Limited shall prevail in the event of any dispute;
- (g) any dwelling, building or structure that exceeds the height of 5 metres above the natural ground level of the lot at the point of construction;
- (h) any building dwelling or structure that is not of a recessive colours to the intent that any such colours shall blend harmoniously with the natural features and environment of the area;
- (i) 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.
- (j) 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 registered proprietor permit any caravan to be kept on the lot for temporary or permanent occupation;
- (k) any more than one household unit;
- (l) any dwelling or building of more than one storey provided however buildings on Lots 4, 5 and 6 constructed in such a manner that they stepped down to utilize land contours shall not be a breach of this covenant if the plans of such buildings are first approved by Glennie Architects Limited;
- (m) any dwelling, building or structure that has not been completed within 12 months of the starting of foundations (for the purposes of this clause completed shall mean the completion of exterior decoration and the issuing of a final code of compliance for building works);
- (n) any garage that is not attached to the dwelling and fully enclosed and completed in materials similar to those of the dwelling;
- (o) any dwelling, building or structure closer than 1 metre to any boundary;
- (q) any garden shed that is visible from the street frontage to the intent that any such shed shall either be located behind the dwelling and/or garage or satisfactorily screened;

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

*[Handwritten signatures and initials]*

Annexure Schedule II - Continued

Easement Instrument

Dated

22/12/

2004

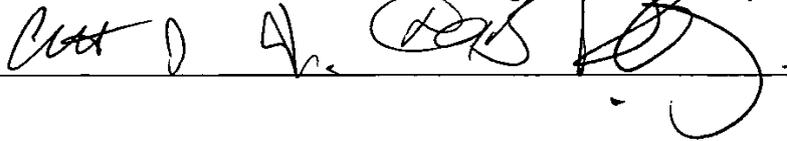
Continue in additional Annexure Schedule, if required

- (p) any roof or wall cladding that has not been pre-coated or pre-coloured;
- (r) any dwelling, building or structure without having first submitted copies of plans and specifications Glennie Architects Limited or its Nominee and obtaining written confirmation from the said Company or Nominee that the proposed structure complies with these restrictions, with such submission to be made prior to submitting such plans and specifications to Council for building consent, provided however such confirmation shall not be unreasonably withheld.

Provided however none of the above restrictions apply to the present structures on Lot 12 but in the event of the destruction, demolition or removal of the existing structures then the foregoing provision shall thereafter apply to Lot 12 and in respect of the subclause k only one household unit shall be permitted per title if Lot 12 is further subdivided.

- 2. The Registered Proprietor acknowledges that the above restrictions shall last for 15 years from the date of the deposit of the plan creating title and the below restrictions shall last forever.
- 3. The Registered Proprietors shall not permit the following:
  - a. Subdivision of the land in such a way as to create an additional lot. The purposes of this clause "subdivision of the land" shall have the same meaning as is set out in Section 218 of the Resource Management Act 1991 provided however the subdivision of Lot 12 into two lots is permitted.
  - b. The parking or storage of commercial vehicles, motor homes, boats, storage containers or similar items which are visible from the street frontage.
  - c. Unless permitted by the proviso to this clause use nor permit the use of the property for other than private residential purposes to the intent that such property shall not be used for institutional residential purposes or as a hostel, lodge, boarding house, day care centre, group living accommodation or for purposes associated with the sex industry. 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. This clause however shall not prevent the property being used for home based employment by the occupier provided such use has been consented to by Council and further provided that this exemption does not relate to use related to the sex industry.

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



**Annexure Schedule II - Continued**

Easement Instrument

Dated

22 / 12 /

2004

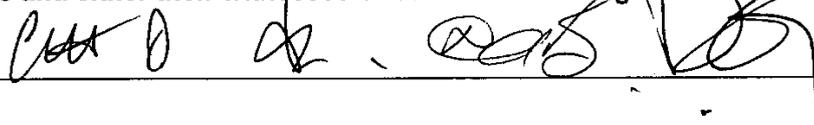
*Continue in additional Annexure Schedule, if required*

4. The Servient owner acknowledges that they are responsible for any damage caused to any roadway, road reserve, crossing, footpath, right of way, common area or the remaining land on the subdivision by them or their contractors, particularly during periods of construction and/or landscaping when heavy machinery and vehicles are in use. Any damage caused shall be repaired immediately. The Registered Proprietor Servient Owner indemnify the Dominant Owners for any costs, claims or actions in respect of all such damage.
  
5. The Grantors as Trustees of Trusts (the "Trust") shall not be liable for any action they takes or fails to take or for any breach of these restrictions or otherwise and the registered proprietors for the time being of the servient lots shall indemnify and keep indemnified the Trust and its successors and assigns (other than successors in title after registration of a Memorandum of Transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or under or by virtue of this Land Covenant in respect of the servient lots which have been transferred by the Trust to another registered proprietor.

**To: the District Land Registrar**

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

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



## ANNEXURE SCHEDULE

Land Transfer Act 1952 section 238(2)

**Person giving consent**  
*Surname must be underlined*

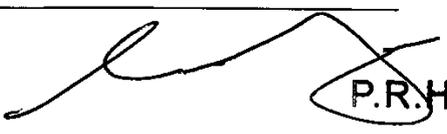
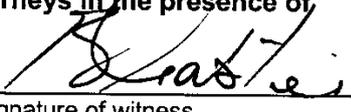
**Capacity and interest of Person giving consent**  
*(eg Caveator under Caveat No)*

Nelson Building Society	Mortgagee under mortgage 5909078.3
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### 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 22nd day of December 2004

<b>Attestation:</b>   A J Cadigan   P.R. Havill	<b>Executed by the Mortgagee giving consent by its Attorneys in the presence of</b>  Signature of witness  Name of witness <b>Brian John Gabites</b> Occupation <b>Lending Administrator</b> <b>Nelson</b>  Address
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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, Anthony John Cadigan of Nelson, Assistant General Manager

AND Peter Richard Havill of Nelson, Credit Manager

**HEREBY CERTIFY –**

1 THAT by Deed dated the 17<sup>th</sup> day of June 2004 copies are deposited with the Registrar General of Land under number **6053762.1**

**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 Assistant General Manager and Credit 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 *22nd* day of *December* 2004