

Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

BARCODE

Nelson

**EI 6084653.6 Easement I**  
 Cpy - 01/01, Pgs - 007, 19/07/04, 13:06  
  
 DocID: 211184600

Grantor

Surname must be underlined

Richard Joseph Henrickus Kouwenhoven and Joanne Marie Kouwenhoven

Grantee

Surname must be underlined

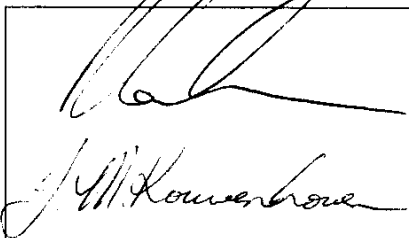
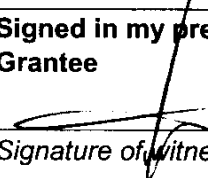
Richard Joseph Henrickus Kouwenhoven and Joanne Marie Kouwenhoven

Grant of easement

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

Dated this 22 day of March 2004

Attestation

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

Certified correct for the purposes of the Land Transfer Act 1952

  
[Solicitor for] the Grantee

## Annexure Schedule I

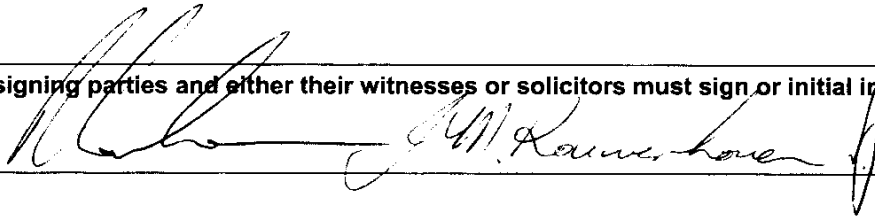
**Schedule A** continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT)
Land Covenant	In Annexure Schedule II	139290 (Lot 2)	139289 (Lot 1)

### Covenant provisions

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

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



## Annexure II

1. The registered proprietor shall not erect or permit to be erected upon the subject land:-
- a. Any dwelling outside the area marked "C" on Deposited Plan 334000;
  - b. Any dwellings with an internal floor area of less than 130m<sup>2</sup> excluding any garaging or outbuildings;
  - c. Any pre-used transported or kitset dwelling or dwelling of "A" frame construction;
  - d. Any dwelling outbuilding structure of fence constructed of pre-used materials (excluding bricks) provided this provision does not apply to landscaping materials;
  - e. Unless otherwise approved in writing by the Dominant Owner any dwelling building or structure with an external wall cladding of hardiplank or metal cladding or other cladding of similar composition or construction provided Linea Board or material of similar composition or construction shall be acceptable;
  - f. Any building, dwelling or structure of a radically unconventional design;
  - g. Any outbuildings (other than a pump shed) located within 20 metres of any boundary.
  - h. Any building dwelling or structure that is not of recessive colours to the intent that any such colours shall blend harmoniously with the natural features and environment of the area and in particular roofing shall be of dark colouring to minimize glare;
  - 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 purchase permit any caravan or vehicle to be kept on the Lot for temporary or permanent occupation. \*\*\*
  - k. Any hobby glasshouse or tunnel house of such a design and construction and of materials that shall cause glare or nuisance to other lot owners with any such structures to be located or screened to prevent such potential;
  - l. Any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed;

\*\*\* With the exception of a maximum of two caravans being kept on the property during construction of the dwelling. Such caravans to be removed on completion of the dwelling as per clause l.m. herein.

- water tanks shall not exceed a height of 1.2 metres above the ground on which it is situated unless fully enclosed within a building structure;
- m. Any building that the exterior is not completed (including painted) within 12 months of the commencement of site works;
- n. Water tanks located on the lot which are not painted (and maintained) in recessive colours and the registered proprietor shall screen such tanks to limit the visual <sup>impact</sup> ~~shall~~ and the
- o. Any above ground swimming pool unless enclosed within the structure of the dwelling;
- p. Any building or structure until the building plans and specifications have been approved in writing by the Dominant Tenement as to compliance with the within restrictions PROVIDED HOWEVER such authority shall not be unreasonably or arbitrarily withheld AND PROVIDED FURTHER that should the Dominant Tenement fail to approve or disapprove of such plans and specifications within 15 working days of receipt of the same then it shall be deemed to have consented to the same AND FURTHER PROVIDED that such plans shall be submitted to the Dominant Tenement for approval prior to such plan being lodged for building consent. This provision shall only apply to the first dwelling being erected on the site.

2. The registered proprietor shall not permit the following activities to be carried out on the subject land:

- a. The keeping of ~~pigs, roosters and~~ peacocks;
- aa. The keeping of more than one pig and/or rooster.
- b. The on-site accommodation of heavy vehicles and/or commercial passenger vehicles unless garaged;
- c. The growth of any vegetation reasonable proximate to the road boundary either in the Servient Lot or on the adjacent road reserve that shall effect the lines of sight and sight distances (as defined from time to time by the Tasman District Council Resource Management Plan) from the driveways for the Servient and Dominant Tenements from a road safety perspective.
- d. The grounds to become littered, overgrown or unsightly to the intent that the grounds shall be maintained and landscaped in a tidy manner.
- e. Any home occupations that are light commercial, industrial, agricultural or automotive that may cause visual or noise intrusion to other Lot owners;
- f. Commercial forestry planting;

3. The registered proprietor shall not (unless permitted by the proviso to this clause) use nor permit the use of the property for tourist and institutional residential purposes or as a boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or local government agencies or public or private health sector or educational agencies or contractors and tourist residential purposes includes the use of the property for backpacker accommodation.
4. The registered proprietor acknowledges that the above restrictions in Paragraphs 1 to 3 shall last for ~~twenty (20)~~  
ten (10) years from the date of the documents creating these restrictions.
5. The Dominant Tenement will not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any of the allotments or at all as a result of these covenants or otherwise and the registered proprietors for the time being of the servient and the dominant tenements shall indemnify and keep indemnified the said Dominant Tenement and its legal successors, (other than successors in the title after registration of a memorandum of transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this transfer on the deposited plan which have been transferred by the Dominant Tenement.

**To the District Land Registrar Nelson**

**Please register the with Covenant against the Servient and Dominant Titles**



**ANZ BANKING GROUP (NEW ZEALAND) LIMITED**

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

I, *James Tufui* of *Auckland* in New Zealand, *Team Leader Mortgage Securities* of ANZ Banking Group (New Zealand) Limited, hereby certify that:

1. By Deed dated 12<sup>th</sup> January 2004, I was appointed an Attorney of ANZ Banking Group (New Zealand) Limited, a Company incorporated in New Zealand and having its head office at Wellington on the terms and subject to the conditions set out in that deed.
2. At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of ANZ Banking Group (New Zealand) Limited or otherwise.
3. This Deed is registered with Land Information, New Zealand, Dealing Number PA 5872159.1

SIGNED by the abovenamed )  
Attorney at *Auckland* on this )  
*4<sup>th</sup>* day of *May* **2004.** )

