

Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

27 BARCODE

Nelson

EI 6016985.28 Easement

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



DocID: 211137758

Grantor

Surname must be underlined

Wai-iti Hills Developments Limited

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

19th day of June

2003

Attestation

Wai-iti Hills Developments Limited by its Director

Signed in ~~my~~ presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

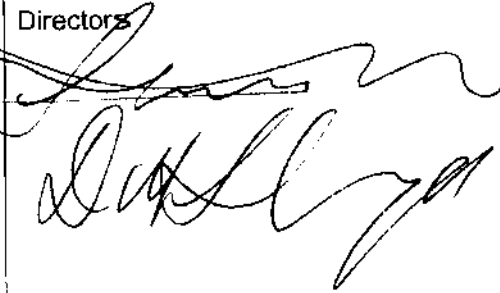
Witness name

Occupation

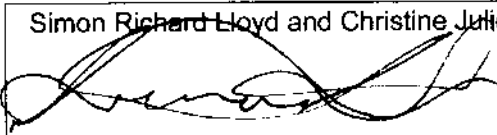

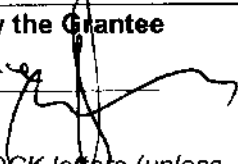
Address

Signature of Grantor

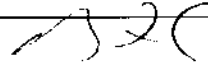
Attestation

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

Attestation

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

Certified correct for the purposes of the Land Transfer Act 1952



[Solicitor for] the Grantee

Annexure Schedule I

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Schedule A continue in additional Annexure Schedule if required

| Purpose (nature and extent) of easement, profit, or covenant | Shown (plan reference) | Servient tenement (Identifier/CT) | Dominant tenement (Identifier/CT) |
|--|-------------------------|-----------------------------------|-----------------------------------|
| Land Covenant | In Annexure Schedule II | 127431 - 127441 | 127431 - 127442 |

Covenant provisions

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

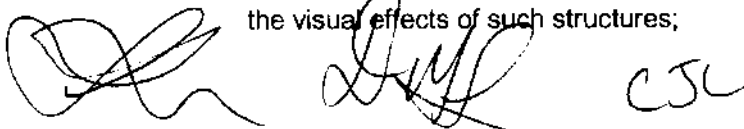


All signing parties and either their witnesses or solicitors must sign or initial in this panel



Annexure II

1. The registered proprietor shall not erect or permit to be erected upon the subject land:
- (a) any dwellings with an internal floor area of less than 120m² excluding any garaging or outbuildings;
 - (b) any pre-used transported or kitset dwelling unless it has been approved by the Wai-iti Hills Developments Limited and it shall have absolute right of veto without having to specify reasons;
 - (c) any dwelling outbuilding structure of fence constructed of pre-used materials (excluding bricks) unless it has been approved by Wai-iti Hills Developments Limited shall have absolute right of veto without having to specify reasons;
 - (d) any dwelling building or structure with an external wall cladding of hardiplank or metal cladding or other cladding of similar composition or construction, the area of which exceeds 20% of the total area of the external wall areas;
 - (e) any building, dwelling or structure of a radically unconventional design unless it has been approved by Wai-iti Hills Developments Limited who shall have absolute right of veto without having to specify reasons;
 - (f) any building dwelling or structure that is not of recessive colours to the intent that any such colours shall blend harmoniously with the natural features and environment of the area and in particular roofing shall be of dark colouring to minimize glare;
 - (g) any outbuildings other than such as are tidy, neat and designed and built to a high standard commensurate with the general standards of the subdivision;
 - (h) any building or structure to be erected on the Lot under a building consent that permits temporary occupation of such building or structure nor shall the purchase permit any caravan or vehicle to be kept on the Lot for temporary or permanent occupation.
 - (i) any hobby glasshouse or tunnel house of such a design and construction and of materials that shall cause glare or nuisance to other lot owners with any such structures to be located or screened to prevent such potential;
 - (j) any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed;
 - (k) any building that the exterior is not completed (including painted) within 12 months of the commencement of site works;
 - (l) water tanks located on the lot which are not painted (and maintained) in recessive colours and the registered proprietor shall screen such tanks to limit the visual effects of such structures;

The block contains three handwritten signatures or initials in black ink. The first is a large, stylized signature on the left. The second is a smaller signature in the middle. The third consists of the initials 'CSC' on the right.

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

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

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Wai-iti Hills Developments Limited will not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any of the allotments or at all as a result of these covenants or otherwise

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

To the District Land Registrar Nelson

Please register the with Covenant against the Servient and Dominant Titles



Handwritten signatures and initials, including the letters 'CJC'.

ANNEXURE SCHEDULE

Land Transfer Act 1952 section 238(2)

Person giving consent
Surname must be underlined

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

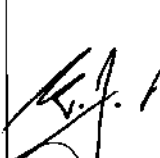


| | |
|--------------------------------|-------------------------------------|
| <u>Nelson Building Society</u> | Mortgagee under mortgage 5364340.10 |
|--------------------------------|-------------------------------------|

Consent

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

Dated this 5th day of January 2008

Attestation:

| | |
|--|---|
| <p>Nelson Building Society</p> <p> K.J. BEAMS</p> <hr/> <p></p> <p>B. J. GABITES</p> | <p>Executed by the Mortgagee giving consent by its Attorneys in the presence of</p> <p></p> <p>Signature of witness</p> <p><u>MARISA JANE HANSEN</u></p> <p>Name of witness</p> <p><u>LENDING ADMINISTRATOR</u></p> <p>Occupation</p> <p><u>NELSON</u></p> <p>Address</p> |
|--|---|

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

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Kenneth John Beams of Nelson, General Manager

AND Brian John Gabites of Nelson, Lending Administrator

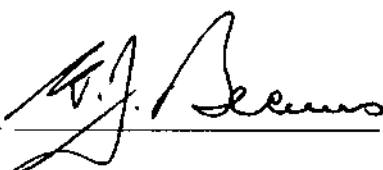
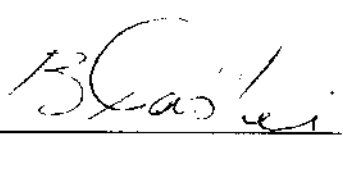
HEREBY CERTIFY –

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

NELSON BUILDING SOCIETY a society registered under the Building Societies Act 1965 and having its registered office at 111 – 113 Trafalgar Street, Nelson, New Zealand and carrying on the business of a building society appointed us its attorneys on the terms and subject to the conditions set out in the said Deed and the attached document is executed by us under the powers thereby conferred

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

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

SIGNED at Nelson  and 

This 5th day of January 2004