

Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

BARCODE

Nelson

El 6367628.11 Easement

Cpy - 01/01, Pgs - 006, 04/04/06, 11:29



DocID: 211385634

Grantor

Surname must be underlined

Donald Kingston Everitt, Elspeth Ann Everitt and Dennis Edward Creed

Grantee

Surname must be underlined

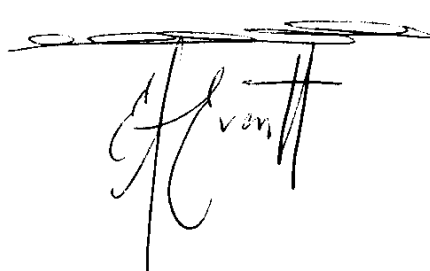
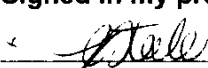
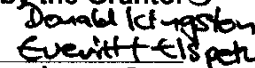
Ben Nevis Holdings Limited

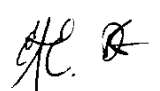
Grant of easement

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

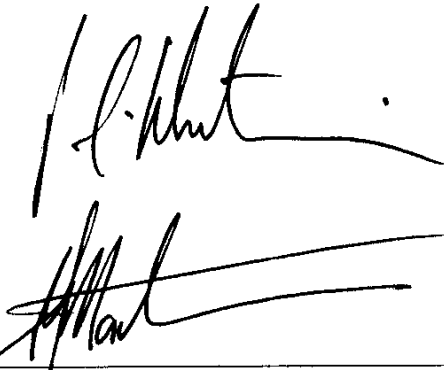
Dated this 2nd day of March 2005

Attestation

	Signed in my presence by the Grantors  <u>Donald Kingston Everitt</u>  <u>Elspeth Ann Everitt</u>
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name : <u>CINDY STEELE</u> Occupation : <u>FOOD TECHNOLOGIST</u> Address : <u>5 MIRO STREET</u> <u>NELSON</u>
Signature of Grantor	



Ben Nevis Holdings Limited by its Directors:



Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Certified correct for the purposes of the Land Transfer Act 1952



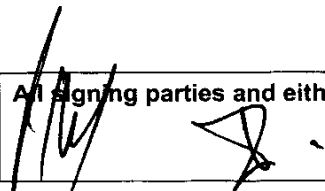
[Solicitor for] the Grantee

Signed by the Grantee
Dennis Edward Coed
in the presence of



Alan Swan
Legal Executive
Nelson.

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



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	168029 (so far as it relates to Lot 12 Deposited Plan 340875)	168017, 168018 and 168028

Covenant provisions

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

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Annexure Schedule II

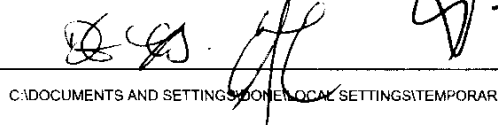
1. The Registered Proprietor shall not for period of 21 years from the date of this instrument erect or permit to be erected upon the servient land:-
 - a. Any dwelling, building or other structure with an external wall cladding:
 - i. of Hardie weatherboards smooth type or similar smooth product or any plank wider than 180mm or
 - ii. of corrugated iron, Coloursteel or other metallic cladding;where the total area of external cladding comprising such material exceeds 40% of the total area of external cladding, and whether or not the claddings described in (a) or (b) above shall be unpainted or painted and/or coated during or subsequent to manufacture provided however Linea Board or material of similar composition shall not be a breach of this provision
 - b. Any dwelling, building or other structure with a roof cladding of corrugated iron whether unpainted or painted provided that Decramastic and Coloursteel products or products of similar construction precoated in the manufacturing process shall not be in breach of this restriction.
 - c. Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
 - d. More than one permanent dwelling PROVIDED THAT a second dwelling for dependent relatives shall be permitted subject to the consent of the prevailing local authority.
 - e. Any buildings other than those the exterior of which is finished in recessive colours (including white), which are sympathetic to the nature of a high quality rural residential environment.
 - f. Any buildings of "A" frame construction.
 - g. 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;
 - h. any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed;
 - i. any above ground swimming pool unless enclosed within the structure of the dwelling or within a separate structure or decking.
2. The Registered Proprietor shall not:-
 - a. Permit any temporary accommodation to be erected or used for a period of longer than 6 months and only during the period of construction of any dwelling.

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- b. Permit any building exterior to remain unfinished after a period of 12 months which period commences on the date the foundations are first laid.
 - c. Stop substantial and continuous construction work on any building once commenced for any period longer than three months.
 - d. Permit the on-site accommodation of heavy vehicles and/or commercial passenger vehicles unless garaged;
3. The Registered Proprietor shall not use or permit the use of the land 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, or boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or government agencies or public or private health or education sector agencies. Provided however private bed and breakfast type accommodation shall not be a breach of this provision.
4. The Registered Proprietor shall not use the land for any commercial purpose but "home occupations" allowed in the District Plan are permitted. For the purposes of this clause all forms of industrial type activities (be they home occupations or hobbies or otherwise) are prohibited.
5. The Registered Proprietor shall not use the land nor permit such land to be used for intensive livestock farming which shall include but not be limited to the keeping of poultry or pigs for commercial purposes. For the purposes of this covenant "intensive livestock farming" shall have the meaning set out in the prevailing district plan at the date of this transfer.
6. The Registered Proprietor shall not use the land for plantation forestry as defined in the prevailing district plan.
7. The Registered Proprietor shall keep the land in a neat and tidy state and shall not permit excessive growth of grass or other weeds, noxious plants or vegetation of any kind.
8. For the purpose of these covenants "dwelling" shall have the meaning set out in the prevailing district plan at the date of application for a building consent for a dwelling on the land.
9. The Registered Proprietor shall bury all water storage tanks to a minimum of 60% of its height/depth or to the extent as permitted by the manufacturers.
10. The Registered Proprietor shall accept that this development is a stage of an ongoing development of the Grantor's total property in the area. The Registered Proprietor shall not object to or be party to any objections to further development stages by the Grantor.
11. The Registered Proprietor shall not damage or permit to be damaged by its tenants, agents, contractors, workman or invitees any landscaping, roading, footpaths, curbs, channel or other structures created as part of the subdivision and in the event of any such damage shall be responsible for any costs incurred by the Grantor in rectifying such damage.
12. The Grantor shall not be liable for any action it takes or fails to take or for any breach of these restrictions or otherwise and the registered proprietors for the time being of

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the servient lots shall indemnify and keep indemnified the Grantor 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 Grantor to another registered proprietor.

13. In the event of there being any dispute as to the scope, interpretation, implementation or meaning of the covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the parties can agree upon one or failing agreement then to the arbitration of two arbitrators one to be appointed by each party to the reference, or their umpire, to be appointed before entering into the business of the reference to arbitration to be carried out under the provisions of the Arbitration Act 1996 or any amendments thereto or any legislation enacted in substitution thereof.

To the District Land Registrar Nelson

Please register the with Covenant against the Servient and Dominant Titles

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