View Instrument Details

Instrument No	8659617.3
Status	Registered
Date & Time Lodged	10 December 2010 13:46
Lodged By	Chisnall, Victoria Jane
Instrument Type	Easement Instrument

Affected Computer Registers	Land District
509066	Nelson
509067	Nelson
509068	Nelson
509069	Nelson

Annexure Schedule: Contains 10 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 Caveator under Caveat 8436889.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent	☑
I certify that the Caveator under Caveat 8547971.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent	☑
I certify that the Mortgagee under Mortgage 6885345.4 has consented to this transaction and I hold that consent	☑
I certify that the Mortgagee under Mortgage 7091840.1 has consented to this transaction and I hold that consent	☑

Signature

Signed by Victoria Jane Chisnall as Grantor Representative on 10/12/2010 01:45 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 Victoria Jane Chisnall as Grantee Representative on 10/12/2010 01:45 PM

***** End of Report *****

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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

Galeo Estate Limited

Grantee

Galeo Estate 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; *profit* or~~ covenant	Shown (plan reference)	Servient Tenement (Computer Register) **all on DP 427579**	Dominant Tenement (Computer Register) ~~or in gross~~ **all on DP 427579**
Land Covenant as set out in Schedule B		**Lot 29**	**Lots 21, 22 and 32**
		Lot 21	**Lots 29, 30, 22 and 32**
		Lot 22	**Lots 21, 29, 30, and 32**

~~**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] [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]

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 **B**]

Annexure schedule

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

ANNEXURE SCHEDULE B

1. No buildings shall be erected in the areas marked "A", "B" and "C" on DP 427579.

2. The building of any dwelling must commence no later than 3 years after the date the allotment is transferred to the Grantor and thereafter substantial progress shall not be delayed for any period exceeding 3 months. The Grantor must ensure completion of construction is carried out within 12 months of the date of laying of the foundations for any building and including all works such as fencing and a driveway for vehicle access.

3. No temporary (or mobile) accommodation is permitted to be used on the allotment other than during the course of construction of the dwelling and not in any case beyond 12 months from the date of the commencement of laying the foundations for the dwelling.

4. The Grantor shall not for a period of 21 years from date the allotment is transferred to him, her, or them, erect or permit to be erected upon the allotment:

   (a) Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed or clad in used material.

   (b) More than one permanent dwelling PROVIDED THAT a second dwelling for dependent relatives shall be permitted subject to the consent of the relevant local authority.

   (c) Any buildings of "A" frame construction.

   (d) Any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed.

   (e) Any above ground swimming pool unless enclosed within the structure of the dwelling or within a separate structure or decking.

7. The Grantor shall not use or permit the use of the allotment for other than private residential purposes as a single unit family home however the use of the allotment for bed and breakfast accommodation is not a breach of this covenant.

8. The Grantor shall not use the allotment or 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 provided however the use of the allotment for bed and breakfast accommodation is not a breach of this covenant.

9. The Grantor shall not use the allotment nor permit such allotment 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 these covenants "intensive livestock farming" shall have the meaning set out in the prevailing District Plan at the date of creation of these land covenants.

10. The Grantor shall not use the allotment for plantation forestry as defined in the prevailing District Plan.

11. For the purpose of these covenants "dwelling" shall have the meaning set out in the prevailing District Plan at the date of the application for a building consent for a dwelling on the land.

Annexure schedule

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

12. Water tanks shall either be incorporated into the structure of each dwelling/building or partially buried to a minimum of 60% of its height/depth or to the extent as permitted by the manufacturers and screened within the allotment so as not to be visible from any other lot or road outside the said allotment.

13. The Grantor 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 in rectifying such damage.

14. The Grantor shall not remove, kill, cut or otherwise destroy any planted tree, shrub or other planted vegetation from the buffer zones in the areas marked "A", "B" and "C" on DP 427579.

15. The Grantee shall not be liable for any action it takes or fails to take or for any breach of these restrictions or otherwise and the Grantor for the time being of the servient lots shall indemnify and keep indemnified the Grantee 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.

16. If the Grantor for the time being of any of the allotments affected by these covenants breaches any of these covenants the Grantor shall on written requisition from a lot owner who has the benefit of these covenants (the Dominant Lot owner) forthwith permanently remedy or remove such cause of the breach at the cost of the Grantor on a full indemnity basis including all fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breach and to pay to the Dominant Lot owner who has made such requisition as liquidated damages the sum of $20 per day for every day that such breach or non-observance continues from and after the date 20 working days from the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple owners of the Dominant Lot is limited to $200.00 per day). The liability pursuant to this clause is joint and several as between the Grantor and its occupier or invitee.

18. 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 provision of the Arbitration Act 1996 or any amendments thereto or any legislation enacted in substitution thereof.

19. Should any Servient Lot be subdivided in the future the following shall apply: The Grantee hereby acknowledges that from the date of approval as to survey of any future plans of subdivision of any Servient Lot these covenants shall terminate and cease to apply in respect to such parts of the Servient Lot as may vest as road or reserve. The Grantee hereby gives consent to any such future vestings. If the Grantee is required to give further written consent the Grantee agrees to do so at no cost to the Grantor.

Approved by Registrar-General of Land under No. 2003/6180

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc

Order for New Computer Register

Page 1 of 3 pages

Consentor *Surname must be underlined or in CAPITALS*	Capacity and interest of Consentor *(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)*
Bank of New Zealand	Mortgagee under Mortgage No. 6868484.4

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act
Delete words in ( ) if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to (section 238(2) of the Land Transfer Act 1952)

~~(section ..... of the ..... Act)~~

(Without prejudice to the rights and powers existing under the interest of the Consentor)

the Consentor hereby consents to:
registration of the documents required to enable deposit of subdivision plan LT 437579 and issue of new titles including (but not limited to) Section 224 Certificate, Easement Instruments required and Order for New Computer Register

Dated this 11 day of NOVEMBER 2016

Attestation

SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorney ..... Doreen Tobeafoa Signature of Consentor	Signed in my presence by the Consentor Signature of Witness *Witness to complete in BLOCK letters (unless legibly printed)* Witness name PAMELA JANE LINDSAY Occupation BANK OFFICER Address BANK OF NEW ZEALAND WELLINGTON

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, Doreen Tobacco, Quality Assurance Officer of Wellington, New Zealand certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed me its attorney.

2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1

3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this 11 NOVEMBER 2010

[Full name]

Approved by Registrar-General of Land under No. 2003/5150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Approval 03/5150 ADLS

Insert type of instrument
"Caveat", "Mortgage" etc

Order for New Computer Register

Page 1 of 1 pages

Consentor *Surname must be underlined or in CAPITALS*	Capacity and Interest of Consentor *(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)*
Donna AVERY and Neil AVERY	**Mortgagee under Mortgage No. 7091840.1**

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [ ] if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

~~[section of the Act]~~

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:
registration of the documents required to enable deposit of subdivision plan LT 427579 and issue of new titles including (but not limited to) Section 224 Certificate, Easement Instruments required and Order for New Computer Register.

Dated this 11 day of November 2010

Attestation

Donna Avery

Neil Avery

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name PAUL MARTIN

Occupation BUILDER

Address 1054 CAPE RD WESTPORT

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Registrar-General of Land Approval 03/6150 ADLS

Insert type of instrument
"Caveat", "Mortgage" etc

Order for New Computer Register

Page 1 of 1 pages

Consentor *Surname must be underlined or in CAPITALS*	**Capacity and Interest of Consentor** *(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)*
ANZ National Bank Limited	**Caveator under Caveat No. 8547971.1**

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [ ] if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

~~[section of the Act]~~

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the **Consentor hereby consents to:**
registration of the documents required to enable deposit of subdivision plan LT 427579 and issue of new titles including (but not limited to) Section 224 Certificate, Easement Instruments required and Order for New Computer Register.

Dated this 10th day of November 2010

Attestation

ANZ National Bank Limited by its Attorney MALCOLM DAVID FREW	**Signed in my presence by the Consentor** **Signature of Witness** *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** Rangi Kelly **Occupation** BANKER **Address** LEVEL 4 1 VICTORIA ST, WELLINGTON
Signature of Consentor	

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, Malcolm David Frew of Wellington, New Zealand, Senior Manager Operations and Credit, Commercial Lending Services of ANZ National Bank Limited, certify –

1. That by deed dated 12 April 2000, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.

2. That I have not received notice of any event revoking the power of attorney.

Signed at Wellington this 10 day of November 2011



Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc

Order for New Computer Register:	Page 1 of 1 pages

Consentor *Surname must be underlined or in CAPITALS*	Capacity and Interest of Consentor *(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)*
Building Connexion Limited	Caveator under Caveat No. 8436889.1

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [ ] if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

~~[section of the Act]~~

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:
registration of the documents required to enable deposit of subdivision plan LT 427579 and issue of new titles including (but not limited to) Section 224 Certificate, Easement Instruments required and Order for New Computer Register.

Dated this 10th day of November 2010

Attestation

	Signed in my presence by the Consentor
	Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
	Address
Signature of Consentor	

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.