

Easement instrument to grant easement

Section 90A, Land Transfer Act 1952

Land registration district

BARCODE

NELSON

EI 6620324.17 Easeme
 Cpy - 01/01, Pgs - 005, 03/11/06, 16:13
 DocID: 211568914



Grantor

Surname must be underlined

STOKE VALLEY HOLDINGS LIMITED

Grantee

Surname must be underlined


SOLITAIRE INVESTMENTS LIMITED

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) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 07 day of October 2005



Attestation

Stoke Valley Holdings Limited
 by its Director:

 S A Calder

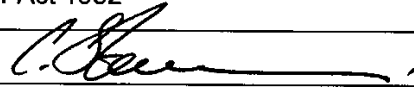
Signature of Grantor

Signed in my presence by the Grantor

 Signature of witness
 Witness to complete in BLOCK letters (unless legibly printed)
 Witness name Alain Swain
 Occupation Legal Executive
 Address Pitt & Moore
 Richmond

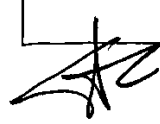


Attestation

Solitaire Investments Limited by its Directors  	Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952


[Solicitor for] the Grantee

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 I

Schedule A continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT)
Right to Emit Noise and Drift from rural activities	Lots 2 to 23 and Lots 31 and 32 (inclusive) on Deposited Plan 353023	233499 to 233520 and 233528 and 233529	Lots 36, 37, 38 on DP 352023

Easements rights and powers
(including terms, covenants,
and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.
The implied rights and powers are **added** to by the provisions set out in Annexure Schedule II.

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 in the signing panel. From left to right: a large stylized signature, the word 'the' written in cursive, and the initials 'BDM'.

Annexure Schedule II

Easement Instrument
Dated <u>6/10/</u> 2005

Continue in additional Annexure Schedule, if required

1. Definition

In this easement the term "authorised farming activities" means all rural activities intensively practiced on the land as at 1st August 2005 together with any other activity then permitted under the relevant District Resource Management Plan then being practiced and any existing uses and activity permitted by a resource consent(s). The term "authorised farming activities" shall also include any other activity ancillary to the activities already defined or necessary therefore provided however the provision of this Covenant does not apply to any quarrying activities, whether carried out now or in the future on the Dominant Tenement.

2. Rights and Powers

The owners or occupiers from time to time of the Dominant Tenement shall have the full free, uninterrupted and unrestricted right, liberty and privilege for themselves and their respective servants, tenants, agents, licensees and grantees from time to time to emit noise and drift from agricultural and horticultural sprays and other rural activities and to allow such emanations to escape, pass over or settle on the Servient Tenement in the course of the use of the Dominant Tenement for rural purposes with the intent that such aforementioned rights shall run with the Servient Tenement and be forever appurtenant to the Dominant Tenement or so long as such land is used for such activity. In the event such activities cease then these Covenants shall no longer apply. If called upon the Grantee shall sign, at no cost to the Grantor, all such release documents as may be required to enable the grant to be extinguished with such documents to be prepared and registered by the Grantor at its own cost.

3. Terms, Conditions, Covenants, or Restrictions in Respect of the Above Easement

- (a) The owners or occupiers from time to time of the Servient Tenement shall allow authorised farming activities to be carried out on the Dominant Tenement without interference or restraint.
- (b) All noise emitted shall not exceed the maximum level permitted in any relevant District Resource Management Planning document.

The owners or occupiers from time to time of the Servient Tenement shall not:-

- i) make or lodge; nor
- ii) be party to; nor

the *BDA* *AC*

iii) finance nor contribute to the costs of

any submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict the continuation or recommencement of the authorised farming activities by the owners or occupiers from time to time of the Dominant Tenement.

- (c) The owners or occupiers from time to time of the Dominant Tenement shall at all times use any sprays in accordance with the usual agricultural and horticultural practices in the district.

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.

AC *the* *BM*

View Instrument Details



Instrument No 11895504.4
Status Registered
Date & Time Lodged 26 November 2020 11:27
Lodged By Bennett, Diane
Instrument Type Easement Instrument



Affected Records of Title	Land District
894229	Nelson
910525	Nelson
955088	Nelson
955089	Nelson

Annexure Schedule Contains 3 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
- Mortgage 10061736.1 does not affect the burdened land, therefore the consent of the Mortgagee is not required
- Mortgage 10130171.1 does not affect the burdened land, therefore the consent of the Mortgagee is not required
- I certify that the Mortgagee under Mortgage 11798413.1 has consented to this transaction and I hold that consent

Signature

Signed by Robert Whittle as Grantor Representative on 26/11/2020 10:45 AM

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 Robert Whittle as Grantee Representative on 26/11/2020 10:45 AM

*** End of Report ***

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Benjamin Craig GASS and Jane Thelma GASS

Grantee

Solitaire Investments Limited

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land 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, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Convey Water	C on DP 551979	Lot 1 DP 551979 RT 955088	Lot 500 DP 534671 RT 894229 and Lot 2 DP 541622 RT 910525
Right to Convey Water	D on DP 551979	Lot 2 DP 551979 RT 955089	Lot 500 DP 534671 RT 894229 and Lot 2 DP 541622 RT 910525

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

Easement Instrument to create easements

Page 2 of 3

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 2018 and/or Schedule 5 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 209 of the Land Transfer Act 2017]~~

[the provisions set out in Annexure Schedule A]

ANNEXURE SCHEDULE A

1 **Prevailing Statement**

Where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the modifications of this easement instrument, the modifications of this instrument must prevail.

2 **Maintenance**

The cost of maintenance, repair and renewal of the conduits, pipe or pipes (in this clause called "the easements") shall be borne by the persons for the time being entitled to use and actually using the same in such shares and proportions as may be fair and reasonable, having regard to the use and benefit of such easements derived by such persons. The registered proprietor of any dominant land shall from time to time repair and make good all damage to gates or drains in or upon or around a servient land caused by the carrying out by such dominant land owner of any works on the servient land.

3 **Abnormal Use**

If the Easement shall reach a state of disrepair or be damaged as a result of the negligence wilful act or abnormal use by any of the parties entitled to use and actually using the same (or by any occupier or other person for whom the user is responsible) the party or parties by whose action (or by the action of whose occupiers or other persons for whom they are responsible) the damage or state of disrepair was occasioned shall be solely liable to repair and restore such damage.

4 **Arbitration**

The parties hereby agree and covenant that in the event of any dispute or difference between them in any way arising out of or in connection with this easement, such dispute or difference will be referred at the request of either party to the arbitration of a single arbitrator on the following terms:

- A The arbitrator is to be jointly agreed upon between the parties;
- B If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, either party may require the President of the New Zealand Law Society to nominate an arbitrator and that nomination will bind the parties;
- C The reference is a reference to single arbitration under the Arbitration act 1996;
- D The arbitrator's decision is final and binding and may include:
 - i An order for costs;
 - ii An order for enforcement;
 - iii Interest on moneys payable.

View Instrument Details



Instrument No 12158839.8
Status Registered
Date & Time Lodged 30 November 2021 17:16
Lodged By Ramsbottom-Isherwood, Alexandra June
Instrument Type Easement Instrument



Affected Records of Title	Land District
---------------------------	---------------

990136	Nelson
990137	Nelson
990138	Nelson
990141	Nelson
990132	Nelson
990142	Nelson
990146	Nelson
990147	Nelson
990148	Nelson
990149	Nelson
990150	Nelson

Annexure Schedule Contains 3 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 Mortgagee under Mortgage 10130171.1 has consented to this transaction and I hold that consent

Signature

Signed by Alexandra June Ramsbottom-Isherwood as Grantor Representative on 30/11/2021 04:51 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 Alexandra June Ramsbottom-Isherwood as Grantee Representative on 30/11/2021 04:51 PM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 22**Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

Grantor

Solitaire Investments Limited

Grantee

Solitaire Investments Limited

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land 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, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of Easement, or <i>profit</i>	Shown DP 559471	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Drain Sewage, Water	A	Lot 17 DP 559471 (990132)	Lot 22 DP 559471 (990137)
	H	Lot 32 DP 559471 (990146)	Lot 33 DP 559471 (990147)
	I	Lot 33 DP 559471 (990147)	Lots 34 & 35 DP 559471 (990148 & 990149)
	J	Lot 34 DP 559471 (990148)	Lots 33 & 35 DP 559471 (990147 & 990149)
Right of Way	I	Lot 33 DP 559471 (990147)	Lot 34 DP 559471 (990148)
	J	Lot 34 DP 559471 (990148)	Lot 33 DP 559471 (990147)
Right to Convey Water, Electricity, Telecommunications	I	Lot 33 DP 559471 (990147)	Lot 34 DP 559471 (990148)
	J	Lot 34 DP 559471 (990148)	Lot 33 DP 559471 (990147)

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Right of Way	B, C & D	Lot 500 DP 559471 (990150)	Lots 21, 22, 23 & 26 on DP 559471 (990136 to 990138 inclusive & 990141)
Right to Convey Water, Electricity, Telecommunications	B, C & D	Lot 500 DP 559471 (990150)	Lots 21, 22, 23 & 26 on DP 559471 (990136 to 990138 inclusive & 990141)
Right to Drain Sewage, Water	B, C & D	Lot 500 DP 559471 (990150)	Lots 21, 22, 23 & 26 on DP 559471 (990136 to 990138 inclusive & 990141)
	B	Lot 500 DP 559471 (990150)	Lot 27 on DP 559471 (990142)
Right to Drain Water	F	Lot 500 DP 559471 (990150)	Lot 23 DP 559471 (990138)
Right to Parking	E	Lot 500 DP 559471 (990150)	Lots 21, 22, 23 & 26 on DP 559471 (990136 to 990138 inclusive & 990141)
Right to convey Electricity, Telecommunications	G	Lot 26 DP 559471 (990141)	Lots 21, 22, 23 & 500 on DP 559471 (990136 to 990138 inclusive & 990150)

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

Where there is a conflict between the provisions of Schedule 5 to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule to the Property Law Act 2007 must prevail.

The implied rights and powers are hereby **added to** by the provisions set out in Annexure Schedule 1.

Annexure Schedule 1

1. In addition to the classes of easements prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act, the Right to Parking granted herein shall be taken to mean the right to park a vehicle or vehicles (including bicycles) in the designated parking area shown as Area E on DP 559471 on a temporary basis.

View Instrument Details



Instrument No 12428712.13
Status Registered
Date & Time Lodged 03 May 2022 16:17
Lodged By Ramsbottom-Isherwood, Alexandra June
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
1043285	Nelson
1043286	Nelson
1043287	Nelson
1043288	Nelson
1043289	Nelson
1043290	Nelson
1043291	Nelson
1043292	Nelson
1043293	Nelson
1043294	Nelson
1043295	Nelson
1043296	Nelson
1043297	Nelson
1043298	Nelson
1043299	Nelson
1043300	Nelson
1043301	Nelson
1043302	Nelson
1043303	Nelson
1043304	Nelson
1043305	Nelson
1043306	Nelson
1043307	Nelson
1043308	Nelson
1043309	Nelson
1043310	Nelson
1043311	Nelson
1043312	Nelson
1043313	Nelson

Annexure Schedule Contains 5 Pages.

Signature

Signed by Alexandra June Ramsbottom-Isherwood as Territorial Authority Representative on 03/05/2022 04:16 PM

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

NELSON CITY COUNCIL

CONSENT NOTICE UNDER SECTION 221 RESOURCE MANAGEMENT ACT 1991

SOLITAIRE INVESTMENTS LIMITED sought from the **NELSON CITY COUNCIL** subdivision consent to subdivide the land contained in Record of Title 910525 into 64 residential allotments and road and recreation reserves to vest.

The **NELSON CITY COUNCIL** hereby gives notice pursuant to Section 221 of the Resource Management Act 1991 that consent was granted to the registered owner under RM 145262 and subsequent variations subject to the following conditions being complied with on a continuing basis.

CONSENT NOTICES

The following conditions shall apply to Lots 36 to 64 inclusive on DP 570609 (“Lots”):

1. Buildings shall be sited within NZS 3604:2011 Compliance Area and/or the Site-Specific Investigation and Design Area as shown on Beca Drawings 3208044-CE-110 to 113 (4 sheets), titled “Building Site Suitability Plan” dated October 2021.
2. Earthworks or building are not to be undertaken within the Restricted Building Area as shown on Beca Drawings 3208044-CE-110 to 113 (4 sheets), titled “Building Site Suitability Plan” dated October 2021. The purpose of the Restricted Building Areas is to protect underground services, shallow subsoil drains or secondary stormwater flowpaths.
3. All foundations shall penetrate through topsoil, and, where present, weak soils and bear into “good ground” as defined by NZS 3604:2011 – Timber Framed Buildings.
4. The NZS 3604:2011 areas comprise of cut and filled ground, which is suitable for shallow foundations constructed in accordance with NZS 3604:2011 – Timber Framed Buildings.
5. Foundations not complying with NZS 3604:2011 shall be specifically investigated and designed by a Chartered Professional Engineer experienced in foundation design. Site testing as per NZS 3604:2011, shall be undertaken by Chartered Professional Engineer practicing in geotechnical engineering or an experienced Engineering Geologist (the Geo-professional).

***Note:** The term Geo-professional refers to the definition supplied in Section 1.2.2 of NZS 4404:2010.*

6. Within Lots 39, 50, 54 and 56 to 59 inclusive specific attention must be given to verifying the presence of cut ground and fill boundaries where the cut/fill boundaries may be located under or in close proximity to the foundation. Provisions may be required to locally deepen foundations in accordance with NZS 3604:2011 if weak ground is encountered at the cut/fill interface.
7. Within the Specific Investigation and Design area, all development shall be specifically investigated by a Chartered Professional Engineer practicing in geotechnical engineering or an experienced Engineering Geologist. Foundations shall be specifically designed, and construction inspected by a Chartered Professional Engineer practicing in geotechnical and / or structural engineering and who is experienced in foundation design.

8. All ground cuts, including temporary cuts, greater than 0.8m in height shall be specifically investigated and designed by a geo-professional.
9. All unretained ground cuts shall be battered with slope angles no steeper than 2 Horizontal: 1 Vertical (27 degrees).
10. All retaining walls within the Specific Investigation and Design area and retaining walls in the NZS 3604:2011 area greater than 1.2m in height, shall be specifically investigated and designed by a Chartered Professional Engineer practicing in geotechnical engineering. Retaining walls shall be constructed under the direction of a Chartered Professional Engineer practicing in geotechnical and / or structural engineering.
11. All earthfill greater than 0.8m in thick, and all fill beneath structures (including hardstanding areas), shall meet the requirements of NZS 4431:1989 – Code of Practice for Earth Fill for Residential Development, and shall include adequate stripping, benching, and drainage of the underlying materials. All fills within the Specific Investigation and Design area shall be investigated and designed by a Chartered Professional Engineer practicing in geotechnical engineering or an experienced Engineering Geologist. No unretained fill is to be placed on ground sloping greater than 2 Horizontal: 1 Vertical.
12. All earthworks and foundations shall be designed and constructed so that they do not compromise the integrity of existing subsoil drains as shown on Davis Ogilvie Drawing titled “Davis Ogilvie Drawing titled “Sheet 3 Subsoil Asbuilt Plan” and dated 29 March 2022 (Appendix A)”. If a subsoil drain is damaged it shall be repaired or replaced under the direction of a geo-professional.
13. All stormwater from roofs, hardstanding or impermeable areas, retaining walls, surface drains and subsoil drains and from standing water and ponds, shall be collected and discharged in a controlled manner to the Nelson City Council stormwater system.
14. Development within Lots 51, 52, 53, 54, 55, 58, 59 and 60 shall not compromise the integrity of the existing cut-off drains as shown on Davis Ogilvie Drawing titled “Stormwater Cut-off Drains, Plan B, Stag Ridge Subdivision, Sheet 38” and dated 11 March 2022 (Appendix A)”. Lot owners shall not undertake any activity that causes obstruction or blockage or in any way compromises the integrity of the drains. Lot owners may move the cut-off drains away from proposed building footprints provided that the replaced drains are not of a lower capacity than the existing cut-off drains. Design and construction shall be under the supervision and certification of a suitably experienced Chartered Professional Engineer (CPEng). It is the lot owner’s responsibility to ensure that the integrity of the cut-off drains is maintained and that the intake grates are kept clear of debris.
15. Development within 51, 52, 53, 54, 55, 58, 59 and 60 shall not compromise the integrity of the existing secondary flow channels as shown on Davis Ogilvie Drawing titled “Stormwater Cutoff Drains, Plan B, Stag Ridge Subdivision, Sheet 38” and dated 11 March 2022 (Appendix A)”. Lot owners shall not undertake any activity that causes obstruction or blockage or in any way compromises the integrity of the secondary flow channels. Lot owners may relocate or alter the secondary flow channels provided that the replaced drains are not of a lower capacity than the existing secondary flow channels. Design and construction shall be under the supervision and

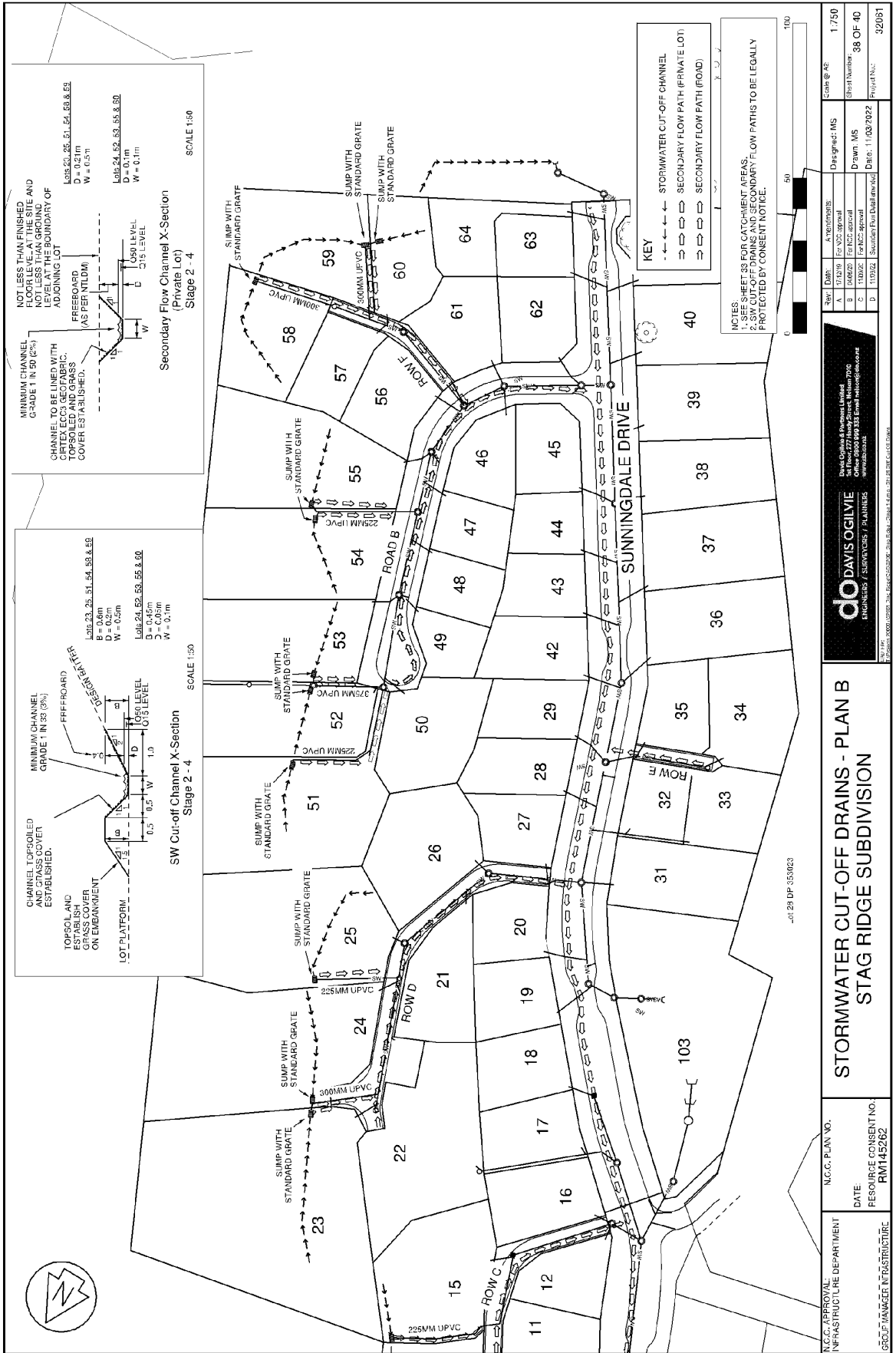
certification of a suitably experienced Chartered Professional Engineer (CPEng). It is the lot owner's responsibility to ensure that the integrity of the secondary flow channels is maintained.

16. All seepages encountered, including those discovered in excavations, or during site development, must be conveyed away from dwellings and discharged into the NCC stormwater system, unless otherwise advised by an experienced geo-professional.
17. The owners of Lots 40 & 41 shall prevent any damage to the Pohutukawa trees located within these lots, and shall avoid any buildings or disturbance of the ground within the drip line of these trees.
18. Vegetation cover shall be maintained on sloping areas to enhance slope stability and minimise erosion.

Dated at Nelson this 28th day of April 2022



Mandy Bishop
Manager Consents and Compliance
(Principal Administrative Officer / Authorised Officer)



NOT LESS THAN FINISHED FLOOR LEVEL AT THE SITE AND LEVEL AT THE BOUNDARY OF ADJOINING LOT

MINIMUM CHANNEL GRADE 1 IN 50 (2%)

CHANNEL TO BE LINED WITH ASPHALT OR CONCRETE, TOPSOILED AND GRASS COVER ESTABLISHED (AS PER N/D/M)

PREPARED

USBI LEVEL

CTIS LEVEL

SCALE 1:50

Secondary Flow Channel X-Section (Private Lot) Stage 2 - 4

LOBS 23, 25, 51, 54, 58 & 63
D = 0.2m
W = 0.5m

LOBS 24, 52, 53, 55 & 60
D = 0.1m
W = 0.1m

CHANNEL TOPSOILED AND GRASS COVER ESTABLISHED.

TOPSOIL AND GRASS TO BE ESTABLISHED ON EMBANKMENT

LOT PLATFORM

USBI LEVEL

USC LEVEL

SCALE 1:50

SW Cut-off Channel X-Section Stage 2 - 4

LOBS 23, 25, 51, 54, 58 & 63
D = 0.2m
W = 0.5m

LOBS 24, 52, 53, 55 & 60
D = 0.15m
W = 0.1m

KEY

- STORMWATER CUT-OFF CHANNEL
- SECONDARY FLOW PATH (PRIVATE LOT)
- SECONDARY FLOW PATH (ROAD)

NOTES

- SHEET 38 FOR CATCHMENT AREAS.
- SW CUT-OFF DRAINING AND SECONDARY FLOW PATHS TO BE LEGALLY PROTECTED BY CONSENT NOTICE.

Scale @ 42	1:750
Drawn: MS	38 OF 40
Checked: MS	32081
Project No.:	11/02/2022
Drawn:	11/02/22
Checked:	11/02/22
Project No.:	32081

do DAVIS OGILVIE

INCORPORATED / CONSULTANTS / ENGINEERS

100 WILSON AVENUE, SUITE 1000, WILSON, ONTARIO L0R 2K0

416-321-1111

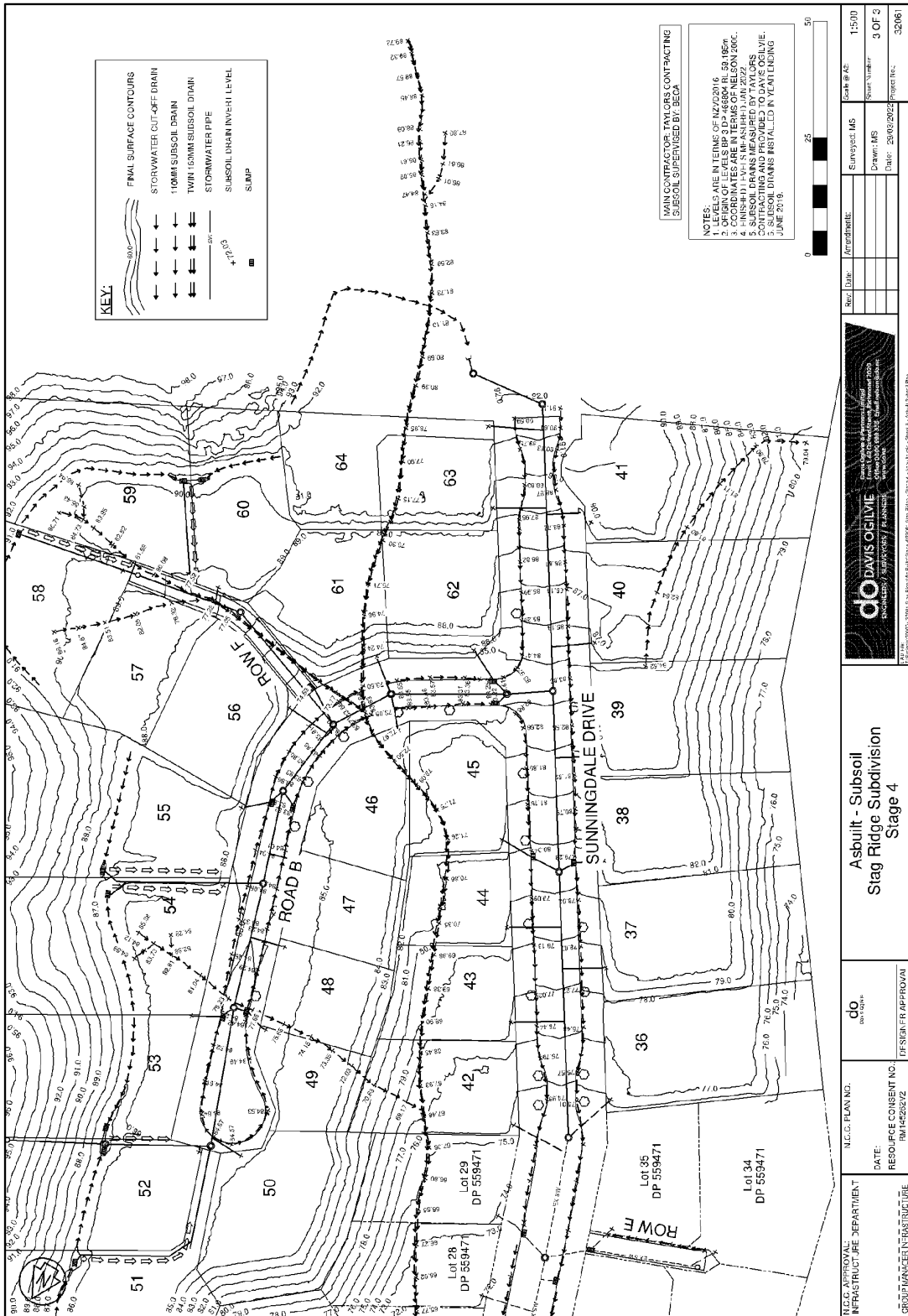
www.davisogilvie.com

STORMWATER CUT-OFF DRAINS - PLAN B

STAG RIDGE SUBDIVISION

N.C.C. PLAN NO.	RMT145262
DATE	
RESOURCE CONSENT NO.	
GROUP MANAGER INFRASTRUCTURE	

N.C.C. APPROVAL INFRASTRUCTURE DEPARTMENT



View Instrument Details



Instrument No 12428712.14
Status Registered
Date & Time Lodged 03 May 2022 16:17
Lodged By Ramsbottom-Isherwood, Alexandra June
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
---------------------------	---------------

1043285	Nelson
1043286	Nelson
1043287	Nelson
1043288	Nelson
1043289	Nelson
1043290	Nelson
1043291	Nelson
1043292	Nelson
1043293	Nelson
1043294	Nelson
1043295	Nelson
1043296	Nelson
1043297	Nelson
1043298	Nelson
1043299	Nelson
1043300	Nelson
1043301	Nelson
1043302	Nelson
1043303	Nelson
1043304	Nelson
1043305	Nelson
1043306	Nelson
1043307	Nelson
1043308	Nelson
1043309	Nelson
1043310	Nelson
1043311	Nelson
1043312	Nelson
1043313	Nelson

Annexure Schedule Contains 7 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Alexandra June Ramsbottom-Isherwood as Covenantor Representative on 03/05/2022 04:14 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Alexandra June Ramsbottom-Isherwood as Covenantee Representative on 03/05/2022 04:14 PM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Solitaire Investments Limited

Covantee

Solitaire Investments Limited

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown DP 570609	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Restrictive Land Covenants	Lots 36 to 64 inclusive	Lots 36 to 64 inclusive on DP 570609 (1043285 to 1043313 inclusive)	Lots 36 to 64 inclusive on DP 570609 (1043285 to 1043313 inclusive)

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Covenant rights and powers (including terms, covenants and conditions)

The provisions applying to the specified covenants are those set out in Annexure Schedule 1

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ANNEXURE SCHEDULE 1

1. COVENANT PROVISIONS

- 1.1 To the intent that the covenants herein shall run with the burdened land referred to in Schedule A hereof, for a period of 21 years from the date of registration for the benefit of the benefited land referred to in the said Schedule A hereof.

2. INTERPRETATION

- 2.1 In this covenant instrument, words denoting the singular will also include the plural.
- 2.2 The Covenantor and Covenantee includes the successors and permitted assignees of the Covenantor and Covenantee.
- 2.3 Within this covenant instrument, and unless the context specifies or requires otherwise, the following words and phrases have the following meanings:

“**Lot(s)**” in relation to this instrument means a Lot(s) on DP 570609.

“**Subdivision**” means the subdivision comprised in DP 570609.

“**Design Panel**” means those persons as time to time are notified by **SOLITAIRE INVESTMENTS LIMITED** as being charged with the purpose of approving design or landscape approval as required under these covenants.

“**Stag Ridge**” means the subdivision comprised in DP 570609 and subsequent stages included in further Deposited Plans.

“**Covenantee**” in relation to this instrument means the registered owner of the benefited land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Covenantee.

“**Covenantor**” in relation to this instrument means the registered owner of the burdened land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Covenantor.

3. COVENANTS

- 3.1 **SOLITAIRE INVESTMENTS LIMITED** shall only be liable in respect of the stipulations and restrictions which occur while it is the registered owner of the burdened land and will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Lots or at all as a result of these restrictions or otherwise and the owner for the time being of the burdened land and the benefited land shall indemnify and keep indemnified **SOLITAIRE INVESTMENTS LIMITED** from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this instrument in respect of any of the burdened lands which have been transferred by it to another registered owner.
- 3.2 If any dispute or difference arises between the owners of benefited land and burdened land in relation to these covenants including as to what may constitute a breach of these covenants or to the meaning or interpretation of these covenants, whilst **SOLITAIRE INVESTMENTS LIMITED** is the owner of any benefited land then the same shall be referred to **SOLITAIRE INVESTMENTS LIMITED** for resolution whose decision shall be final.
- 3.3 In the event that the Covenantor or any subsequent burdened land owner is in breach of any of these covenants they shall on request from the Covenantee or any subsequent benefited land owner (any of whom are included in the expression “Enforcer” in this clause) immediately and permanently desist from and remedy any such breach at their cost. The Covenantor or any subsequent burdened land owner shall also pay to the Enforcer:
- a. the Enforcer’s costs, fees and charges incurred in respect of ensuring compliance with these restrictive covenants including any costs, fees and charges incurred in dealing with any claims against the Covenantor by third parties arising from such breach, plus a 50% liquidated damages surcharge; and
 - b. the costs, fees and charges of any other person entitled to enforce the remedies.

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3.4 The provisions applying to the specified covenants are those set out below.

4. DESIGN CONTROLS

The Covenantor will not erect or permit to be erected on the Lot:

- 4.1 Any more than one dwelling and one associated outbuilding;
- 4.2 Any dwelling with an internal ground floor area of less than 124m² (whether garaging is included under the same roof structure or not);
- 4.3 Any dwelling not constructed on site or not from an individual design not being a pre-used or second hand or relocatable building;
- 4.4 Any outbuilding other than one of a style and quality similar to that erected on the Lot;
- 4.5 Any dwelling or outbuilding where the wall cladding is not of a majority/consistent quality. Consistent brick, linea board, stone or plaster (whether cement or coating over polystyrene block or sheathing) or combination of the above wall cladding shall not be in breach of this condition;
- 4.6 Any dwelling or outbuilding of corrugated iron whether unpainted or painted, provided that decramastic and coloursteel products or products of a similar construction, pre-coated in the manufacturing process shall not be in breach of this condition;
- 4.7 Any dwelling or outbuilding with exterior walls, window exterior joinery or a roof composed of partly or fully reflective or visually obtrusive material or have unpainted or exposed zinc coated products (other than solid zinc sheets) comprising all or part of the exterior cladding, roofing, guttering or downpipes;
- 4.8 Any dwelling or outbuilding with a roof pitch over 40 degrees above horizontal;
- 4.9 Any dwelling or outbuilding with a hipped roof end that faces towards the Lot roadside boundary (gable roof ends may face towards the Lot roadside boundary) where such hipped roof end is at any angle greater than 5 degrees. For the avoidance of doubt, the term 'roadside boundary' shall be deemed to include registered rights of way for the purposes of this clause 4.9;
- 4.10 Any dwelling or outbuilding of an "A" frame style construction;
- 4.11 Any dwelling or outbuilding that incorporates an under structure that is not fully enclosed;
- 4.12 Any dwelling or outbuilding, mast or aerial exceeding the height restriction set out in Schedule B hereof;
- 4.13 Any dwelling or outbuilding with solar panels installed at an angle any greater than 3.5 degrees from the roof slope.

5. DESIGN APPROVAL

The Covenantor will not erect or permit to be erected on the Lot:

- 5.1 Any building, structure or improvement without first obtaining the written approval of the Design Panel to the final building exterior footprint plans and landscape plans (and where appropriate in the same form as intended to be submitted to the territorial authority for a building consent) and such specifications shall include full details of all exterior colour schemes and finishes and details of driveways.
- 5.2 Approval shall be entirely at the discretion of the Design Panel in all respects provided that should the Design Panel fail to approve or disapprove such plans and specifications within 25 working days of receipt of the same, then it shall be deemed to have approved the same. The Covenantor shall not apply for a building consent until such time as the Design Panel's approval, whether deemed or otherwise, has been obtained.

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- 5.3 **SOLITAIRE INVESTMENTS LIMITED** shall be entitled to serve an injunction notice on the Covenantor to cease all work if the Covenantor shall commence any construction work without having first obtained the approval of the Design Panel in accordance with these covenants.
- 5.4 The obligation to obtain the approval of the Design Panel pursuant to this clause shall expire ten (10) years after the date of registration of this instrument.
- 5.5 The Covenantor will not make any alterations or changes to the plans or specifications of the dwelling, building or structure, once approved by the Design Panel, during the construction process without first having obtained the Design Panel's written approval.
- 6. CONSTRUCTION**
- 6.1 The Covenantor shall maintain the Lot prior to and during the construction process to an acceptable standard in the opinion of the Design Panel and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height **SOLITAIRE INVESTMENTS LIMITED** (or its nominated representative) reserves the right to have the Lot mowed and the Covenantor agrees to accept liability for the cost plus 50%.
- 6.2 The Covenantor will be responsible for the cost of repair for any damage to roadside landscaping, roads, footpaths, kerbing, berms, concrete works or any other structure in the subdivision arising from the actions of the Covenantor its invitees or licensees or their employees. The Covenantor shall reinstate or if necessary replace entirely at their cost any such damaged items immediately if the damage occurs.
- 7. GENERAL STANDARDS**
- 7.1 The Covenantor will not store or allow to be stored, any car, caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of Lot 111 on DP 570609 road to vest. Short term parking by visitors and trades people will not be a breach of this covenant.
- 7.2 The Covenantor will not store or allow to be stored, any car, caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of the Lot unless it is screened from the street frontage.
- 7.3 The Covenantor will ensure that any external air conditioning unit shall be screened from adjoining Lots and from the street.
- 7.4 The Covenantor will ensure that any aerial installed on the Lot shall not be visible from the street.
- 7.5 The Covenantor will ensure that any garden shed or clothesline are aesthetically sensitive to the dwellings with the Stag Ridge Subdivision and are positioned to ensure that they are not visible from the street.
- 7.6 The Covenantor will ensure that any letterbox is aesthetically sensitive to the dwellings with the Stag Ridge Subdivision.
- 7.7 The Covenantor will not allow more than two dogs and two cats to be brought onto or kept on the property. Any dog which is in whole or part resembles any of the following breeds of dog is not permitted: Brazilian Fila; Dogo Argentino; American Pit Bull Terrier; Rottweiler; Doberman Pinscher; Japanese Tosa; Perro de Presa Canario. No pet shall be permitted which makes a noise in a manner or of such volume to annoy or disturb others.
- 7.8 The Covenantor shall complete construction of any Dwelling within 6 months after the formation of the foundations of that Dwelling and complete site landscaping including lawns no later than 6 months after completion of the Dwelling.
- 7.9 The Covenantor shall not use any caravan or campervan or other similar facility for regular overnight sleeping accommodation on any Lot during the construction of the dwelling on the Lot.
- 7.10 The Covenantor shall not permit any temporary or modular buildings, placement of caravans, sleep-outs or motor homes or any other form of temporary accommodation on the Lot.

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- 7.11 The Covenantor shall not display or permit on any Lot an advertisement hoarding or sign except for compulsory statutory signage, real estate sign pending sale and builders' construction or show home signage.
- 7.12 The Covenantor shall not allow buildings and landscape design features to be unmaintained or deteriorate to a level where the standard of presentation is either:
- a. Inadequate taking into account fair wear and tear, the original condition at the time residence was occupied and the condition of the neighbouring properties; or
 - b. Less than that represented in the rest of the Stag Ridge Subdivision.

8. FENCING

- 8.1 The Covenantor shall not erect any fence within 5 metres of the street frontage boundary or any fence within the front yard of the Lot exceeding 1.2 metres in height.
- 8.2 The Covenantor shall not use any second-hand building materials for any fencing on the Lot.
- 8.3 The Covenantor shall not erect any fence using galvanized iron, polite or cement board panels on its construction.
- 8.4 The Covenantor will not call upon and acknowledges that **SOLITAIRE INVESTMENTS LIMITED** will not be liable to pay for any or contribute towards the cost of any boundary fencing.

9. LANDSCAPING AND PLANTING

- 9.1 The Covenantor will not carry out any landscape work on the Lot without first having a Landscape Design Plan, incorporating planting as approved by the Design Panel, at the same time as exterior building consent is requested at clause 5.1 hereof. For the avoidance of doubt, fencing shall constitute landscape work for the purpose of this covenant instrument.
- 9.2 The Covenantor acknowledges that the plant layout must minimize excessive shading or hazard to neighbouring lots from plantings. Where any variation to the approved Landscape Design Plan are made, no replacement planting can be made where it will create excessive shade or hazard to any neighbouring Lot without prior approval of the Design Panel.
- 9.3 The Covenantor will not grow or allow to grow on the Lot any tree, shrub or other vegetation to a height which exceeds 3.0 metres above ground within 2 metres of any Lot roadside boundary.
- 9.4 The Covenantor will ensure that the front yard of the Lot is fully landscaped within Six (6) months from the date of occupation of the dwelling erected on the Lot.
- 9.5 The Covenantor shall keep maintained all plantings on the Lot including any street frontage plantings between the Lot frontage and the street.
- 9.6 The Covenantor shall replace any plants that die, have serious disease problems or are in poor or unsightly condition within the Lot and between the Lot frontage and the street.

10. NO SUBDIVISION

- 10.1 The Covenantor shall not subdivide any of the burdened land.
- 10.2 "Subdivide" shall have the meaning given to the expression "Subdivision of Land" in Section 218 of the Resource Management Act 1991.
- 10.3 Any boundary adjustment that does not create a separate building site or an additional title shall not be in breach of this condition.

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11. NO OBJECTION

- 11.1 The Covenantor acknowledges that **SOLITAIRE INVESTMENTS LIMITED** has or may have in the future Resource Consent for subdivision of its remaining land adjacent to the subdivision. The Covenantor will not be object to nor make or lodge, nor be party to, nor finance or contribute to the cost of any submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict **SOLITAIRE INVESTMENTS LIMITED** completing the subdivision and development of its properties.

12. MODIFICATION

- 12.1 Whilst **SOLITAIRE INVESTMENTS LIMITED** remains registered owner of any Lot it reserves the right to itself (with the intent that this right does not ensure to its successors in title) to waive or modify any of the above covenants, but it will only do so, if in its opinion, such action does not impinge on the integrity of the subdivision in its entirety.

13. TERMINATION

- 13.1 The Covenants contained herein shall automatically cease to have any effect on any allotment that will vest as a road or reserve, in any subsequent stage of the subdivision.

14. HEIGHT RESTRICTION

- 14.1 A height restriction of 5.7 metres shall apply to Lots 36 - 50, 55 – 57 and 61 - 64 all shown on Deposited Plan 570609 "Height" in respect of any part of any dwelling, outbuilding, mast or aerial means the vertical distance between ground level at any point and the highest part of any dwelling, outbuilding, mast or aerial immediately above that point.
- 14.2 No height restriction shall apply to Lots 51, 52, 53, 54, 58, 59 and 60 all shown on Deposited Plan 570609.



View Instrument Details

Instrument Type	Transfer
Instrument No	12481588.2
Status	Registered
Date & Time Lodged	16 June 2022 12:22
Lodged By	Habershon, Erin Julie

Affected Records of Title	Land District
1043311	Nelson

Transferors

Solitaire Investments Limited

Transferees

Top of the South Holdings Limited

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Alexandra June Ramsbottom-Isherwood as Transferor Representative on 16/06/2022 09:29 AM

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Clare Frances North as Transferee Representative on 16/06/2022 10:40 AM

*** End of Report ***