



View Instrument Details

Instrument No 9236091.19
Status Registered
Date & Time Lodged 21 November 2012 09:08
Lodged By Cornelius, Mary Elinor
Instrument Type Easement Instrument



Affected Computer Registers Land District

| | |
|--------|--------|
| 578535 | Nelson |
| 578536 | Nelson |
| 578537 | Nelson |
| 578538 | Nelson |
| 578539 | Nelson |
| 578540 | Nelson |
| 578541 | Nelson |
| 578542 | Nelson |
| 578543 | Nelson |
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| 578545 | Nelson |
| 578546 | Nelson |
| 578547 | Nelson |
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| 578551 | Nelson |
| 578552 | Nelson |
| 578553 | Nelson |
| 578554 | Nelson |
| 578555 | Nelson |
| 578556 | Nelson |
| 578557 | Nelson |
| 578558 | Nelson |
| 578559 | Nelson |

Annexure Schedule: Contains 9 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 8712107.6 has consented to this transaction and I hold that consent

Signature

Signed by Lucy Jane Evelyn Glausiuss as Grantor Representative for Richmond Property Holdings Limited on 07/01/2013 04:06 PM

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 8712107.6 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

Signature

Signed by Stuart Rhodes Ritchie as Grantor Representative for Tasman District Council on 07/01/2013 04:57 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 Lucy Jane Evelyn Glausiuss as Grantee Representative for Richmond Property Holdings Limited on 07/01/2013 04:07 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 Stuart Rhodes Ritchie as Grantee Representative for Tasman District Council on 07/01/2013 04:58 PM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*, or create land covenant
 (Sections 90A and 90F Land Transfer Act 1952)

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Grantor

RICHMOND PROPERTY HOLDINGS LIMITED and TASMAN DISTRICT COUNCIL

Grantee

RICHMOND PROPERTY HOLDINGS LIMITED and TASMAN DISTRICT COUNCIL

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; <i>profit</i> or covenant | Shown (plan reference) | Servient Tenement (Computer Register) | Dominant Tenement (Computer Register) or in gross |
|--|------------------------|--|--|
| Land covenant as set out in the Annexure Schedule | | Lots 1-22 inclusive, lots 100, 105 and 106 on DP 452456, indentifiers 578535 to 578559 inclusive | Lots 1-22 inclusive, lots 100, 105 and 106 on DP 452456, indentifiers 578635 to 578559 inclusive |
| Schedule A continued on Annexure Schedule | | | |

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Schedule A continued:

| Purpose (nature and extent) of easement, profit, or covenant | Shown (plan reference) | Servient tenement (Computer Register) | Dominant tenement (Computer Register) or in gross |
|---|------------------------|---|---|
| Land covenant as set out in this Annexure Schedule (excluding clauses 3.2.21- Building Setback Area, and 3.2.22- Restrictive Covenant to Protect View, which are recorded separately below). | | Lots 1-8 inclusive, lots 10-22 inclusive, lots 100, 105 and 106 on DP 452456, Identifiers 578535 to 578542 and 578544 to 578559 inclusive | Lots 1-8 inclusive, lots 10-22 inclusive, lots 100, 105 and 106 on DP 452456, Identifiers 578535 to 578542 and 578544 to 578559 Inclusive |

Schedule A continued on page 2

Vertical line of small text or symbols on the right margin.

Annexure schedule

Page 2 of 7 pages

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Schedule A continued:

| Purpose (nature and extent) of easement, profit, or covenant | Shown (plan reference) | Servient tenement (Computer Register) | Dominant tenement (Computer Register) or in gross |
|---|------------------------|---------------------------------------|---|
| Building Set Back Area (refer clause 3.2.21 of the Annexure Schedule) | AM | 578535 | All other Lots (excluding Lot 9 Identifier 578453) on DP 452456 |
| | AN | 578536 | All other Lots (excluding Lot 9 Identifier 578453) on DP 452456 |
| | AF & FB | 578537 | All other Lots (excluding Lot 9 Identifier 578453) on DP 452456 |
| | AH & HB | 578538 | All other Lots (excluding Lot 9 Identifier 578453) on DP 452456 |
| | AI & IB | 578539 | All other Lots (excluding Lot 9 Identifier 578453) on DP 452456 |
| | AJ & JB | 578540 | All other Lots (excluding Lot 9 Identifier 578453) on DP 452456 |
| | AK & KB | 578541 | All other Lots (excluding Lot 9 Identifier 578453) on DP 452456 |
| | AO & AP | 578542 | All other Lots (excluding Lot 9 Identifier 578453) on DP 452456 |
| | AR | 578544 | All other Lots (excluding Lot 9 Identifier 578453) on DP 452456 |
| | Q, AQ,AY& AZ | 578545 | All other Lots (excluding Lot 9 Identifier 578453) on DP 452456 |
| | W | 578553 | All other Lots (excluding Lot 9 Identifier 578453) on DP 452456 |
| | BA | 578554 | All other Lots (excluding Lot 9 Identifier 578453) on DP 452456 |
| | AV, AW, S & BE | 578555 | All other Lots (excluding Lot 9 Identifier 578453) on DP 452456 |
| | R,T,U & AX | 578556 | All other Lots (excluding Lot 9 Identifier 578453) on DP 452456 |
| Restrictive Covenant Area to Protect View (refer clause 3.2.22 of the Annexure schedule) | AF & FA | 578537 | All other Lots on DP 452456 |
| | AH & HA | 578538 | All other Lots on DP 452456 |
| | AI & IA | 578539 | All other Lots on DP 452456 |
| | AJ & JA | 578540 | All other Lots on DP 452456 |
| | AK & KA | 578541 | All other Lots on DP 452456 |
| | AP | 578542 | All other Lots on DP 452456 |
| | BD | 578550 | All other Lots on DP 452456 |
| | BC | 578553 | All other Lots on DP 452456 |
| | BB | 578554 | All other Lots on DP 452456 |
| | O & AS | 578559 | All other Lots on DP 452456 |
| | Lot 9 DP 452456 | 578543 | All other Lots on DP 452456 |

Continuation of Covenant Provisions:

PGC-033440-3-44-V2:MEF

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1. **Land Covenants ("Covenants")**
 - 1.1. The Grantor and the Grantee wish to protect the visual concept and integrated appearance of the Subdivision as a whole. To achieve this, the Grantor hereby covenants with the Grantee, as registered proprietors, as set out below and hereby requests that such covenants be noted against all the titles having the benefit and those having the burden of these Covenants.
 - 1.2. These Covenants shall:
 - a. run with each of Certificates of Title in the Subdivision; and
 - b. be for the benefit of and appurtenant to each of the Certificates of Title in the Subdivision.
 - 1.3. Provided that and notwithstanding the foregoing, the within Covenants shall cease to have any effect on any Lot which shall vest or be dedicated as road or reserves in any subsequent subdivision of the Land. Such date of cessation shall be the date of approval of the subdivision plan for the relevant Lot by the territorial authority and provided further that none of the land covenants, with the exception of clause 3.2.22 below shall apply to Lot 9 DP 452456..
2. **Interpretation:**

In these covenants, unless the context otherwise requires:

 - a. Permitted Colour - means muted, recessive colours compatible with the background of trees and other plants and general nature of the subdivision. More specifically, bright colours shall not be permitted.
 - b. Subdivide - means subdivision of land as set out in Section 218 of the Resource Management Act 1991.
 - c. Land or Lot - means any lot in the Subdivision having the burden and/or benefit of these covenants as described in clause 1.2 above.
 - d. Grantee - includes any tenant or occupier or their successors in title.
 - e. Subdivision - means the subdivision under LT 452456 of identifiers NL9C/347 and 16840 (Nelson Land Registry).
 - f. Natural ground level - the ground level prior to any excavation or filling of the land other than that undertaken at the time of subdivision to prepare the allotment.

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Covenants:

The Grantee acknowledges that the Land will be subject to restrictive covenants to enhance and maintain the quality of development within the subdivision.

3. Prohibited Construction and Activities

- 3.1 The Grantee shall not subdivide the Lot PROVIDED HOWEVER any boundary adjustment that does not create or lead to the creation of a separate building site shall not be in breach of this condition.
- 3.2 The Grantee shall not permit, allow to construct or use the following on the Lot (servient tenement):
- 3.2.1 Any dwelling or other structure or allow any dwelling or other structure on the Lot unless the prior written approval of the Grantor (or nominee) has been obtained (as recorded by endorsement on the full working drawings by the Grantor (or nominee)). The Grantor's (or nominee's) approval shall not be unreasonably withheld in respect of plans which have been professionally designed and drawn and which comply with the covenants set out below.
- 3.2.2 More than one dwelling house.
- 3.2.3 Any dwelling with a building footprint area of less than 140m² (excluding garage) or greater than 50% of the area of the Lot.
- 3.2.4 Any building or structure with an external wall cladding greater than 20% of the total cladding area which has or includes:
- 3.2.4.1 "Hardiplank" or similar cladding;
- 3.2.4.2 Corrugated iron, "Coloursteel" or other metallic cladding;
- 3.2.4.3 Vertical board and batten or plywood sheeting and battens;
- 3.2.4.4 PVC or plastic or materials coated with PVC or plastic whether or not such cladding shall be painted or unpainted or coated in any other way during or subsequent to manufacture;
- 3.2.5 Any 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 pre-painted or coated in the manufacturing process shall not be in breach of this provision.
- 3.2.6 Any building or structure of an "A" frame style of construction.
- 3.2.7 Any secondhand or pre-used building, structure or materials.
- 3.2.8 Any building which has not been wholly or substantially constructed on the Lot.
- 3.2.9 Any ancillary buildings that are not of a similar style to the dwelling erected or to be erected on the property and of the same external cladding as the dwelling and are not of a nature expected to be associated with residential type dwellings (By way of example a shed or two car garage would be acceptable).
- 3.2.10 Any buildings or roofs of buildings that are not of a Permitted Colour. Reflective metal finishes shall not be allowed.
- 3.2.11 Any building where greater than 600mm (measured in height) of the foundations,

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plies or poles are visible from anywhere outside the buildings without satisfactory cladding or screening, which is to be noted on the full working drawings and approved by The Grantor (or nominee) in writing.

3.2.12 Any trees or other plants to be grown on the Lot in such density or to such a height that the views of Lots within the subdivision are adversely affected to a material degree as determined by The Grantor (or nominee). Trees or other plants that can grow up to a maximum height of 7.5 metres are acceptable under this rule if planting is scattered to minimise the detrimental effect on neighbours' views. For the avoidance of doubt and dispute it is noted that this rule is to assist in protecting the views and outlook for nearby Lot owners and minimize the cumulative effects on neighbours and determination on detrimental effects will be solely at the discretion of the Grantor.

3.2.13 The use of the Lot for other than private residential purposes to the intent that such Lot 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 Lot for housing purposes by central or government agencies or public or private health or education sector agencies.

3.2.14 Not to permit or cause any rubbish to accumulate or be placed upon the land and not permit any excessive growth of grass so that the same becomes long or unsightly. In the event the Grantee fails to comply with this clause, the Grantee agrees the Grantor may (without imposing any obligation on the Grantor to do so) carry out the Grantee's obligations herein and the Grantee agrees to reimburse the Grantor for any charges relating hereto.

3.2.15 The erection of any fence (including any road boundary), gate or entry structure on a Lot that is:

- 3.2.15.1 Constructed of the following materials:
- Corrugated Iron or similar metal type
 - Second hand / reused
 - Any uncoated flat plywood type
 - Any uncoated flat cement type
 - Any uncoated concrete slab type

3.2.15.2 Solid for no higher than 1.2 meters above the natural ground level within 3 metres of any road facing frontage.

3.2.15.3 Higher than 1.8 meters above natural ground level.

3.2.15.4 Painted or coated in a colour other than a Permitted Colour.

3.2.15.5 Any fencing on the Eastern ridgeline and/or bank of Lots 1 to 8 (inclusive) that is less than 90% transparent.

3.2.16 The erection on any Lot of television aerials, solar panels and other similar additions that are visible from any part of the road adjoining the property.

3.2.17 The storage of any temporary and supplementary accommodation (such as caravans, campervans and the like) either before or after the building of a dwelling on the Lot.

3.2.18 The storage on any Lot or road within the subdivision of any boats, caravans, campervans, trailers, trade vehicles, machinery, materials or other plant and equipment associated with running a business that is not within a building or completely screened from any view from the road or other Lot on the Subdivision.

3.2.19 The keeping of any animal, whether domestic or otherwise on the Lot or in buildings

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within the Lot which is likely to cause a nuisance or be of annoyance to other occupiers in the Subdivision. In particular, this shall include dogs that are not supervised at all times or kept within the dwelling while the Grantee is not present. In addition, no owner shall be allowed to keep at any time anywhere on the site the following breed of dogs:

- 3.2.19.1 Pit Bull Terrier;
- 3.2.19.2 Staffordshire Terrier;
- 3.2.19.3 Rottweiler;
- 3.2.19.4 Or any other dog type specified as a dangerous dog by the Tasman District Council and which may change from time to time.

3.2.20 Any building greater than 6 metres in height above natural ground level.

3.2.21 Any building within the areas referred to as "Building Set Back Area" on Schedule A to this easement instrument.

3.2.22 Any building greater than 3 metres in height above natural ground level in the areas referred to as "Restrictive Covenant Areas to Protect Views" on schedule A to this easement instrument PROVIDED HOWEVER that while the Tasman District Council is the registered proprietor of Lot 9 DP 452456 (identifier 578543) this restriction shall not apply to Lot 9, but Lot 9 shall instead be subject to a restriction that the height of plants and improvements on Lot 9 DP 452456 shall not exceed 83.08 metres above sea level. This proviso shall expire in the event that the Tasman District Council is no longer the registered proprietor of Lot 9 DP 452456 and the restriction contained in this clause 3.2.22 shall apply to any subsequent registered proprietor of Lot 9 DP 452456..

4. Construction Timeframe

- 4.1 Construction of the dwelling on the Lot shall be completed within 18 months of commencing construction of the foundations for such buildings or within 24 months from the date of registration of the transfer of title, whichever is the earlier.
- 4.2 All ancillary works such as fencing, landscaping and driveways must be completed within 24 months of commencing construction of the foundations.
- 4.3 Substantial and continuous construction work on any building once construction has commenced shall not be halted for any period longer than 3 months.
- 5. The Grantee shall reinstate, replace and be responsible for all costs arising from damage to the landscape, roading, kerbs, footpaths, berm, concrete or other structures in the Subdivision arising from the registered proprietors or their agents and invitees, direct or indirect use of the Land. The Grantee shall not remove, damage, cover up, add to, change the colour scheme of, or plant scrub, trees or flowers in or around, make any alterations to or alter the appearance of the subdivision entrances situated on any of the Lots.
- 6. The Grantor (or nominee) reserves the right to grant dispensation in writing to the performance of the conditions in clauses 3 through 5, provided any such dispensation meets the Grantor's (or nominee's) reasonable expectations for the Subdivision.
- 7. While the Grantor remains registered proprietor of any of the Lots it reserves the right to itself (with the intent that this right does not enure to its successors in title) to waive or modify any of the above restrictive covenants but will only do so if in its opinion such action does not impinge on the integrity of the Subdivision in its entirety.

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- 8. The Grantee shall be bound by a fencing covenant within the meaning of section 2 of the Fencing Act 1978 in favour of the Grantor. Accordingly, the Grantor shall not be required by the Grantee to contribute towards the cost of work on any fence between the Grantee's land and any adjoining land owned by the Grantor, provided that this covenant is Intended for the benefit of the Grantor and shall not enure for the benefit of any other person or persons including and transferee or successor in title of the Grantor.
- 9. **Disputes**
- 9.1 If any dispute or differences arises between any of the registered proprietors of any of the Lots in the Subdivision or their successor in title or between any Grantee and the Grantee in respect of any matter arising out of these covenants or their application, then the dispute shall be resolved by a third party appointed by the Grantor (or nominee) for that purpose and their decision shall be final and binding. Costs will fall where the third party determines is fair and reasonable as a result of that decision.
- 10. **Exclusion of Liability**
- 10.1 No liability shall arise for the Grantor in any way or form as a result of any actions taken or not taken for any default in any dwelling, building, fence or other structure erected on any of the Lots or any other matter arising as a result of these covenants. The Grantee and their successors in title shall indemnify and keep indemnified the Grantor and its legal successors from any liabilities arising out of these covenants.
- 10.2 The Grantor has full rights to assign the rights to enforce these covenants to another party at its sole discretion.
- 10.3 The rights and obligations of the Grantor to enforce the covenants shall terminate five years from the date on which it ceases to be the registered proprietor of any of the allotments.
- 11. **Default provisions**
- 11.1 If there is a breach or non-observance of any of the forgoing covenants and without prejudice to any other liability which the Grantor may have to any other person having the benefit of this covenant the Grantee so in breach will upon written demand being made by the Grantor or its nominee or any of the registered proprietors of the Lots;
 - (a) Pay to the person making such demand as liquidated damages the sum of \$100.00 (one hundred dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made.
 - (b) Remove or cause to be removed from the Land any dwelling house, garage, building, fence or other structure erected or placed on the Land in breach or non-observance of the forgoing covenants.
 - (c) Replace any building materials used in breach or non-observance of the foregoing covenants.