View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type 9236091.19 Registered 21 November 2012 09:08 Cornelius, Mary Elinor 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
578544	Nelson
578545	Nelson
578546	Nelson
578547	Nelson
578548	Nelson
578549	Nelson
578550	Nelson
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

Signature	
I certify that the Mortgagee under Mortgage 8712107.6 has consented to this transaction and I hold that consent	V
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	V
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	V
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	V
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	V

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

Grantor Certifications Ŷ 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 V I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument V I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply V I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period Ŷ 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	V
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	V
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	N
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	V
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	V

Signature

Signed by Stuart Rhodes Ritchie as Grantee Representative for Tasman District Council on 07/01/2013 04:58 PM

*** End of Report ***

Page 2 of 2

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			Annexu	re Schedule: Page:1 of 9
. .				
Easement instrume	it to grant ease	ment or <i>profit à pr</i> e	ndre or crea	te land covenant
	(Sections 90A a	and 90F Land Transfer A	of 1952)	le land Govenant
			ſ	2009/6229EF APPROVED
				Registrar-General of Land
Grantor RICHMOND PROPERTY HO		AND DIOTRICT		·
		and TASMAN DISTRICT	COONCIL	
Grantee				
RICHMOND PROPERTY HO	LDINGS LIMITED (and TASMAN DISTRICT	COUNCIL	
	<u> </u>			
Grant of Easement or Profit	à prendre or Creat	tion of Covenant		
The Grantor being the regi			act out in Cab	adula A arranta ta tha
Grantee (and, if so stated, in covenant(s) set out in Sched	coross) the easeme	ent(s) or profit(s) à prend	's set out in Sch	-chile A or creates the
oovenanits) set out in sched	ule A, with the light	s and powers or provision	is set out in the .	Annexure Schedule(s)
Schedule A Purpose (Nature and	Shown (plan	Continue in ad Servient Tenement		e Schedule, if required aant Tenement
extent) of easement; <i>profit</i> or covenant	reference)	(Computer Register)		Register) or in gross
Land covenant as set out in the Annexure		Lots 1-22 inclusive, lots 100, 105 and 106	Lots 1-22 inclu 106 on DP 452	sive, lots 100, 105 and 156, indentifiers
Schedule		on DP 452456, indentifiers 578535 to	578535 to 5785	
		578559 inclusive		
Schedule A continued on				
Schedule A continued on Annexure Schedule				

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

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Annexure Schedule: Page:2 of 9

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; the annexure schedule

[Memorandum number-______, registered under section 155A of the Land Transfer Act 1952]

[Annexare Schedule]

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

Annexure Schedule: Page:3 of 9

Annexure Schedule: Page:3 of 9

Annexure schedule

Page 1 of 7 pages

2009/5043EF APPROVED Registrar-General of Land

Insert Instrument Type

Easement Instrument

Schedule A continued:			
Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Computer Register)	Dominant tenement (Computer Register) <i>or</i> 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

Annexure Schedule: Page:4 of 9

Annexure Schedule: Page:4 of 9

Annexure schedule

Page 2 of 7 pages

2009/5043EF APPROVED Registrar-General of Land

Insert Instrument Type

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Easement Instrument

Schedule A continued: Purpose (nature and	Shown (plan	Servient	Dominant tenement
extent) of easement,	reference)	tenement	(Computer Register) or in gross
profit, or covenant		(Computer	
prend at an an		Register)	
Building Set Back Area	AM	578535	All other Lots (excluding Lot 9
(refer clause 3.2.21 of			Identifier 578453) on DP 452456
the Annexure	AN	578536	All other Lots (excluding Lot 9
Schedule)			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
		570527	All other Lots on DP 452456
Restrictive Covenant	AF & FA	578537 578538	All other Lots on DP 452456
Area to Protect View	AH & HA	578538	All other Lots on DP 452456
(refer clause 3.2.22 of	AI & IA	578539	All other Lots on DP 452456
the Annexure	AJ & JA	578540	All other Lots on DP 452456
schedule)	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	578559	All other Lots on DP 452456
	0 & AS		All other Lots on DP 452456
	Lot 9 DP 452456	578543	All Other LOIS ON Dr HJ2450

Continuation of Covenant Provisions:

Annexure Schedule: Page:5 of 9

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	Annexure schedule	Page 3 of 7 pages
		2009/5043EF
		APPROVED
		Registrar-General of Land
Insert	Instrument Type	
Ease	ment Instrument	
1. 1.1.	Land Covenants ("Covenants") The Grantor and the Grantee wish to protect the visual or the Subdivision as a whole. To achieve this, the Grantor as registered proprietors, as set out below and hereby re against all the titles having the benefit and those having	quests that such covenants be noted
1.2.	These Covenants shall:	
1.2.	 a, run with each of Certificates of Title in the Subdivide b, be for the benefit of and appurtenant to each of the Subdivision. 	vision; and the Certificates of Title in
1.3.	Provided that and notwithstanding the foregoing, the w any effect on any Lot which shall vest or be dedicated as subdivision of the Land. Such date of cessation sha subdivision plan for the relevant Lot by the territorial none of the land covenants, with the exception of clause 452456	Il be the date of approval of the authority and provided further that
	Interpretation:	
2.	In these covenants, unless the context otherwise require a. Permitted Colour – means mutcd, recessive colour trees and other plants and general nature of the	
	colours shall not be permitted. b. Subdivide – means subdivision of land as set c	
	Management Act 1991.	
	these covenants as described in clause 1.2 above.	uccessors in title.
	e. Subdivision - means the subdivision under LT 4524	56 of identifiers NL9C/347 and 16840
	(Nelson Land Registry).	any excavation or filling of the land
	f. Natural ground level - the ground level phot to other than that undertaken at the time of subdivision	on to prepare the allotment.

Annexure Schedule: Page:6 of 9

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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.				Annexure schedule	Page 4 of 7 pages	
 Easement Instrument Covenants: The Grantee acknowledges that the Land will be subject to restrictive covenants to enhance and maintain the quality of development within the subdivision. Prohibited Construction and Activities 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. The Grantee shall not permit, allow to construct or use the following on the Lot (servient tanement): 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)). The Grantors' (or nominee's) approval shall not be unreasonably withhed in respect of plans which have been professionally designed and drawn and which comply with the covenants set out below. Any dwelling with a building footprint area of lass than 140m² (excluding garage) or greater than 50% of the area of the Lot. Any dwelling or structure with an external wall cladding; 3.2.4.1 Hardipaln² or similar cladding; 3.2.4.2 Corrugated iron, "Coloursteel" or other metailic cladding; 3.2.4.4 PVC or plastic or materials coated with PVC or plastic whether or not such cladding shall be planted or unpainted or coated in any other way during or subsequent to manufacture; Any building or structure with a roof dadding of corrugated iron way during or subsequent to manufacture; Any building or other structure with a roof dadding of courste and the manufacturing process shall not be in breach of this provision. Any building or other structure with a roof dadding of corrugated iron, wetter uppainted or uppainted or coated in any other way during or subsequent to manufacture; Any building or other structure with a roof dadding of corrugated iron way during or subsequent to manufacture; Any building or other structure of an "A" frame style of					APPROVED	
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 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 dweilings (By way of example a shed or two car garage would be acceptable). 		3,2,2	More than on	ne dwelling house.		
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 unpainted or painted PROVIDED THAT Decramatic and Coldursteer products of 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 		3.2.4	cladding area 3.2.4.1 3.2.4.2 3.2.4.3 3.2.4.4	a which has or includes: Hardiplank" or similar cladding; Corrugated iron, "Coloursteel" or Vertical board and batten or plyw PVC or plastic or materials coat such cladding shall be painted of	other metallic cladding; ood sheeting and battens; ed with PVC or plastic whether or not unpainted or coated in any other way	
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3.2.10 Any buildings or roofs of buildings that are not of a Permitted Colour. Reflective metal finishes shall not be allowed.			erected on t not of a nate example a sl	the property and of the same ex ure expected to be associated wi hed or two car garage would be a	ternal cladding as the owening and are th residential type dwellings (By way of cceptable).	
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3.2.11 Any building where greater than 600mm (measured in height) of the foundations,		3.2.11	. Any building	g where greater than 600mm (r	neasured in height) of the foundations,	

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-- -5.04 - 4 ----Page 5 of 7 pages Annexure schedule 2009/5043EF 南京 APPROVED Registrar-General of Land ----Insert Instrument Type 100 Easement Instrument ---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 ----Any trees of other plants to be grown on the Lot in such density of to such a height that the views of Lots within the subdivision are adversely affected to 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 In planting is scattered to minimise the detrimental effect on neighbours views. Pol-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 靈瓷 Lot shall not be used for institutional residential purposes to the intent that such 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 11.11 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: Constructed of the following materials: 3.2,15.1 Corrugated Iron or similar metal type Second hand / reused Any uncoated flat plywood type tai ré ٠ ----Any uncoated flat cement type Any uncoated concrete slab type Solid for no higher than 1.2 meters above the natural 3.2.15.2 ground level within 3 metres of any road facing frontage. Higher than 1.8 meters above natural ground level. 100 3.2.15.3 Painted or coated in a colour other than a Permitted Colour. 3.2.15.4 Any fencing on the Eastern ridgeline and/or bank of Lots 1 to 8 (inclusive) that is less than 90% transparent. 3.2.15.5 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. 11 11 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 1 PGC-033440-3-44-V2:MEF --__

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Annexure schedule

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2009/5043EF APPROVED Registrar-General of Land

Insert	Instrument Type
Ease	ment Instrument
	 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 Rottweller; 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 <u>PROVIDED HOWEVER</u> 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. 4.1	Construction Timeframe 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 implage on the integrity of the Subdivision in its entirety.
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Annexure Schedule: Page:9 of 9

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Annexure schedule

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 Insert Instrument Type Easement Instrument 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 banefit 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. Disputes If any dispute or differences arises between any of the registered proprietors of any of the respect of any matter arising out of those 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 tinal and binding. Costs will fail where the third party determines is fair and reasonable as a result of that decision. Exclusion of Liability No liability shall arise for the Grantor in any way or form as a result of any actions taken o not taken for any default in any dwelling, building, fence or other structure erected on any o the lots or any other matter arising as a result of these covenants. The Grantee and thei desiston. The Grantor has full rights to assign the rights to enforce these covenants to another party at its sole discretion. The rights and obligations of the Grantor to enforce the covenants shall terminate five year from the date on which it ceases to be the registered proprietor of any of the allotments. Default provisions If there is a breach or non-observance of any of the forgoing covenants and withou prejudice to any other liability which the Grantor to any of the cantor is nonlinee or any of the sentor or is nonlinee or any of the registered proprietor of any of the allotments. Default provisions If there is a brea				2009/5043EF APPROVED Registrar-General of Land
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