

Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

El 6620324.24 Easeme

Cpy - 01/01, Pgs - 010, 03/11/05, 16:18



DocID: 211558892

Grantor

Surname must be underlined

STOKE VALLEY HOLDINGS LIMITED

Grantee

Surname must be underlined

STOKE VALLEY HOLDINGS LIMITED

Creation of Land Covenant

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

Dated this

19th

day of

October

2005

Attestation

Stoke Valley Holdings Limited by its Director

S A Calder

Signed in my presence by the Grantor and Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Alain Swain

Occupation

Legal Executive

Address

Pitt & Moore

Richmond

Signature of Grantor and Grantee

Consent for the Purpose of  
of the Land Transfer Act

Solicitor for the Grantee

### Annexure Schedule I



**Schedule A** continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT) shown on DP 353023	Dominant tenement (Identifier/CT) 353023
Land Covenant	Annexure Schedule 2	As shown attached	As shown attached

**Covenant Provisions:**

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

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



**Annexure Schedule 2**

Easement Instrument	
Dated	19 / 10 / 2005

**SCHEDULE 1 - CONTINUED**

**Shown on Deposited Plan 353023**

**"Servient Tenements"**

Lot 3 (CT 233500)  
Lot 4 (CT 233501)  
Lot 5 (CT 233502)  
Lot 6 (CT 233503)  
Lot 7 (CT 233504)  
Lot 8 (CT 233505)  
Lot 9 (CT 233506)  
Lot 10 (CT 233507)  
Lot 11 (CT 233508)  
Lot 12 (CT 233509)  
Lot 13 (CT 233510)  
Lot 14 (CT 233511)  
Lot 15 (CT 233512)  
Lot 16 (CT 233513)  
Lot 17 (CT 233514)  
Lot 18 (CT 233515)  
Lot 19 (CT 233516)  
Lot 20 (CT 233517)  
Lot 21 (CT 233518)  
Lot 22 (CT 233519)  
Lot 23 (CT 233520)

**"Dominant Tenements"**

Lot 4 (CT 233501)  
Lot 3 (CT 233500)  
Lots 6, 7 and 8 (CT 233503, 233504, 233505)  
Lots 5, 7 and 8 (CT 233502, 233504, 233505)  
Lots 5, 6 and 8 (CT 233502, 233503, 233505)  
Lots 5, 6 and 7 (CT 233502, 233503, 233504)  
Lots 10 to 18 (CT 233507 to 233515)  
Lots 9 and 11 to 18 (CT 233506 and 233508 to 233515)  
Lots 9, 10 and 12 to 18 (CT 233506, 233507, 233509 to 233515)  
Lots 9 to 11 and 13 to 18 (CT 233506 to 233508 and 233510 to 233515)  
Lots 9 to 12 and 14 to 18 (CT 233506 to 233509 and 233511 to 233515)  
Lots 9 to 13 and 15 to 18 (CT 233506 to 233510 and 233512 to 233515)  
Lots 9 to 14 and 16 to 18 (CT 233506 to 233511 and 233513 to 233515)  
Lots 9 to 15, 17 and 18 (CT 233506 to 233512 and 233514 and 233515)  
Lots 9 to 16 and 18 (CT 233506 to 233513 and 233515)  
Lots 9 to 17 (CT 233506 to 233514)  
Lots 20, 21 (CT 233517 and 233518)  
Lots 19, 21 (CT 233516 and 233518)  
Lots 19, 20 CT 233516 and 233517)  
Lots 23 (CT 233520)  
Lots 22 (CT 233519)



## **SCHEDULE 2**

### **DEFINITIONS:**

For the purposes of these covenants:

- The Grantor is the individual lot owner and purchaser pursuant to this agreement.
- SVHL shall mean Stoke Valley Holdings Limited or the ultimate developer of this stage of the subdivision or their nominee to the intent that the ultimate developer, whether SVHL or otherwise, will have the rights to give approvals pursuant to these covenants and/or enforce covenants.
- Reference to any Lot refers to a Lot on Deposited Plan 353023

### **COVENANTS:**

- A. 1) The Grantor shall commence building the dwelling no later than three (3) years after the date the lot is transferred by SVHL and thereafter shall not allow construction of any building to be delayed so that substantial progress is not made for any period exceeding 3 months, and the Grantor shall ensure that completion of construction is carried out within 12 months of laying down the foundations for any building and that all works (such as fencing, landscaping and a driveway for vehicle access to be completed in a permanent continuous surfacing of concrete, concrete block, brick paving or asphalt) are completed in a proper and tradesman like manner within 24 months of laying down the foundations;
- 2) The Grantor shall not subdivide any of the allotments (and for the purposes of this clause, "subdivide" shall have the same meaning given to the expression "subdivision of land" in section 218 of the Resource Management Act 1991) provided that any boundary adjustment that does not create or lead to the creation of a separate building site or reduce any lot to less than 600m<sup>2</sup> in size, shall not be a subdivision and further provided that Lot 17 maybe subdivided in such a way, with further boundary adjustments to create two separate titles of no less than 600 m<sup>2</sup> each (net of access) to which the covenants will then individually apply.
- 3) The Grantor shall not (unless permitted by the proviso to this clause) use nor permit the use of the property for other than private residential purposes to the intent that such property shall not be used for institutional residential purposes or as a hostel, lodge or boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or local government agencies or public or private health or education sector agencies. This clause however shall not prevent the property being used for home based employment by the occupier provided consent for such use has been given by Council but does preclude the property being used for tourist accommodation including Bed and Breakfast type accommodation
- B. The Grantor shall not erect or permit to be erected or placed on any lot:
- 1) any building or structure unless the building plans, sections and elevations and specifications, including materials and colours, have been approved in writing by SVHL as to compliance with the covenants provided further that should SVHL fail to approve or disapprove of such plans and specifications within 20 working days of receipt of the same then it shall be deemed to have consented to the same and further provided that such



plans and specifications shall be submitted and approved prior to being lodged for building consent with the local authority;

- 2) any building or structure other than a single family dwelling and accessory buildings (as defined as "a dwelling unit" in the Local Government Act);
- 3) any single storey dwelling with a ground floor area of less than 160m<sup>2</sup> (excluding garages, patios, balconies and verandahs) or any two storey dwelling with a ground floor area of less than 100m<sup>2</sup> and an upper floor of less than 60m<sup>2</sup> (excluding garages, patios, balconies and verandahs) EXCEPT for Lot 4, refer sub clause 38;
- 4) any building or structure which, in the sole opinion of SVHL, is of a radically unconventional design;
- 5) any pre-used building or structure or any building or structure which uses pre-used material, without the written approval of SVHL;
- 6) any kit set home, "A" frame home or home relocated to the site, whether new or used;
- 7) any outbuilding unless built from the same materials as the dwelling, finished with the same colour range as the dwelling and kept in a tidy and neat standard commensurate with the general standards of the subdivision;
- 8) any building or structure in respect of which a building consent permits temporary occupation of such building or structure, and the Transferee shall not permit any caravan, bus or vehicle to be kept on the Lot for temporary or permanent occupation;
- 9) any building or structure with exposed pole construction or exposed sub floor or basement area;
- 10) any dwelling that has less than 15m<sup>2</sup> of pergola space;
- 11) any dwelling that has less than 15m<sup>2</sup> of covered exterior living space or verandah (excluding eaves and door recesses);
- 12) any pergola unless it is made of natural material and is aesthetically integrated with the dwelling;
- 13) any fence, hedge or auxiliary wall (including any garden or lateral boundary structure) that is higher than 1 metre which is within 8 metres of any road or right of way;
- 14) any fence, hedge or auxiliary or garden wall (including any garden or lateral boundary structure) that is higher than 1.8 metres or is not aesthetically integrated with the dwelling;
- 15) any glass balustrade unless used as swimming pool fencing and approved in writing by SVHL;
- 16) any accessory building, carport, decking or roof overhang unless aesthetically integrated with the design of the dwelling and approved in writing by SVHL;
- 17) any attachment to any building or structure (including but not limited to television aerials, solar hot water panels and satellite dishes) unless discreetly integrated with the design of such building or structure and not easily visible from any road thoroughfare or neighbouring property. Whilst it is accepted that satellite dishes will have to be



specifically located for receiving signals, reasonable care should be taken to avoid to locating such dishes in a prominent position;

- 18) any driveway path or external paved area unless grey or earth coloured;
- 19) any main roof structure where the pitch is less than 37.5 degrees or more than 55 degrees provided that a roof pitch of less than 37.5 degrees is permitted on no more than 25% of the footprint of the building (including garages, patios, balconies and verandahs);
- 20) any roof constructed of material other than factory prepainted long run metal, slate tiles or artificial slate tiles or factory finished metal imitation shake tiles the profile and finish of which are approved by SVHL;
- 21) any roof unless coloured:  
  
Mollusc CWN008;  
Grey Friars CWN003;  
Iron sand CWN004;  
Windsor Grey (Colour Cote);  
Slate (Colour Cote); or  
Grey Flannel (Colour Cote),  
  
or any other colour of the same tone and intensity and grey colour group as the colours listed above and approved in writing by SVHL;
- 22) any dormer window unless gable ended or hipped;
- 23) any chimney or flue unless constructed with the same materials as the walls or approved in writing by SVHL. It is accepted that metal caps on flues is not a breach of this covenant;
- 24) any guttering that does not match the roof or is not of a shade darker than the roof (except copper coloured);
- 25) any down pipe that does not match the guttering or walls (except copper coloured);
- 26) any fascia, bargeboard, windows, doors and/or associated frames unless aesthetically integrated with the design and colours of the rest of the building or structure;
- 27) any dwelling on Lots of 700m<sup>2</sup> or more with less than four major gabled ends to the roof structure or any dwelling on Lots of less than 700m<sup>2</sup> with less than 3 major gabled ends;
- 28) in respect to materials, any building or structure that has exterior walls other than smooth plaster finished, real or artificial stone, timber weatherboard, James Hardie Linea Weatherboard, Hebel, factory finished corrugated iron (provided that no more than 40% of the exterior wall surface is finished in this material), painted flush pointed brick or smooth finished flush pointed concrete block;
- 29) in respect of colouring, any building or structure unless finished externally of natural stone, natural unpainted timber, or unpainted concrete block (in the case of unpainted concrete block such block is to be a limestone colour with identical coloured pointing and approved in writing by SVHL) or finished in one of the following paint colours:

Alabaster 8.5GR12;  
Bianca 10YO09;



Coconut Cream 7YO08;  
 Black White 9BO30;  
 Sea Fog 8BO35;  
 Black Haze 8BO40;  
 Vista White 8BO40;  
 Joanna 7.5GO07;  
 Soapstone 9BO60;  
 Rice Cake 10YO07;  
 Travertine 7.5YO09;  
 Merino 8GO10;  
 Blanc 8BO25;  
 Parchment 7BO023;  
 Acropolis (1/2 Tea) 6.5BO35;  
 Sisal 6.5BO26;  
 Biscotti 7BO26;  
 Quarter pearl Lusta 10YO22;  
 Half Pearl Lusta 9YO22;  
 Pearl Lusta 8YO22;  
 Double Pearl Lusta 7.5YO22;  
 Quarter Spanish White 10YO25;  
 Half Spanish White 8YO25;  
 Double Spanish White 7YO25;  
 Solitaire 9BO60; or  
 Dutch White 7YO37,

or any other colour of the same tone and intensity and neutral colour group as the colours listed above and approved in writing by SVHL;

- 30) any single storey dwelling with more than 50% of its exterior walls having studs less than 2.7 metres in height;
- 31) any building or structure with windows, window frames or door frames unless each of these openings is predominantly vertically orientated;
- 32) any window in a wall (other than a weatherboard wall) that does not have a window sill and external reveals of at least 60 millimetres;
- 33) any window in a wall (other than a weatherboard wall) where the window is mounted flush with the adjacent external wall surface or any window in a weatherboard wall where the surrounding detail panel is less than 100 millimetres in width;
- 34) any building or structure that has any windows mounted directly below the external soffits unless they are substantially floor to ceiling windows provided however this restriction shall not apply to windows on the upper stories of any multi storey building.
- 35) any window in a wall where the exterior wall finish of the lintel is a different material to the finish of the wall on either side of the window;
- 36) any external window that contains tinted glazing or has a reflective finish;
- 37) any clothesline or gas bottles in such a way or location as to be visible from any road in the subdivision, or construct any letterbox, garden feature, structure, gate or gatepost which is not aesthetically integrated with the architecture of the dwelling or which has not been approved in writing by SVHL. For the avoidance of doubt no commercial signs shall be permitted to be displayed.

- 38) any building on Lot 4 with a finished floor level that exceeds the height of 51 metres above the City Datum (for practical reference it is noted that such maximum level at the time of preparation of this document is one metre below the base of the protected tree numbered 2 on the vendors Tree Management Plan lodged with the Nelson City Council on such lot);
- 39) any building on Lots 19, 20 and 21 within 13 metres of the northern boundary fronting Ngawhatu Road.

All the above covenants shall extend to the alteration of any building or structure

C. The Grantor shall not:

- 1) use the land, or allow the land or buildings to deteriorate, in any way which detrimentally affects the amenity of the neighbourhood (including permitting noise to escape which is likely to cause offence to any other occupiers in the subdivision).
- 2) allow the grounds to become littered, overgrown or unsightly to the intent that the grounds shall be maintained and landscaped in a tidy manner (including not allowing grass to grow to a height greater than 150mm). The Grantor will strictly adhere to this during the period of construction when construction and landscaping material shall be neatly stored on site and off cuts, waste and packaging shall be regularly removed. For the purposes of this clause and clause A.1 of Schedule 2, "landscaping" shall mean the setting out and planting of gardens and laying of lawns to the intent that no extensive bare patches of soil or cut faces remain exposed at the expiry of the period defined in Schedule 2.A.1.
- 3) damage the landscaping, roading, kerbs, footpaths, berm, concrete or other structures in the subdivision including damage arising from the Grantors or their agents, contractors, employees and invitees direct or indirect use of the land and in any such cases the Grantor shall reinstate to the satisfaction of SVHL if required and shall be responsible for all costs arising from such damage.
- 4) carry out landscaping on the adjacent local authority owned road frontage other than in accordance with any landscaping plan prepared by SVHL. The Grantor shall keep and maintain such local authority owned road frontage in a neat and tidy condition.
- 5) bring onto or allow to remain on the land or on any road or thoroughfare of the subdivision any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or sufficiently screened from any road, right of way or access lot adjacent to the lot and from neighbouring land so as to preserve the amenity of the neighbourhood (other than during the period of construction on the property).
- 6) together with their tenants and invitees allow any dog that is brought onto or kept on the lot to roam free.
- 7) keep any livestock or animals on the lot other than household domestic pets for household domestic purposes (and the term "household domestic pets" does not include livestock such as pigs, goats, horses, sheep, chickens, roosters, pigeons, peacocks or any animal which may cause a nuisance).  
In particular, and without limited the foregoing, the Grantor shall not keep on the lot any dog which is generally recognized as being a bred (whether purebred or not) which may cause a risk to other lot owners (e.g. Pit Bull terrier, Rottweiler and Doberman Pinscher).

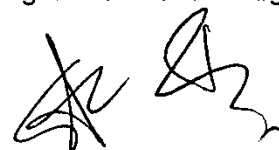


- D. The Grantor shall not remove, damage or destroy or allow to be removed, damaged or destroyed any tree as marked on the vegetation plan for the subdivision lodged with the Nelson City Council without the written approval of SVHL (which approval may be withheld at SVHL's sole discretion). The Grantor shall pay to SVHL compensation in the sum of \$20,000.00 for each and every breach of this covenant.

Lot Number	Marked
Lot 3	ED, EE, EF, EG, EH
Lot 4	EA, EB, EC
Lot 5	EI, EJ
Lot 6	EK, EL
Lot 7	EM
Lot 8	EN, EO
Lot 10	GA
Lot 11	FO to FZ and GB to GE
Lot 12	EX, EY, EZ and FA to FN
Lot 13	EU, EV, EW
Lot 14	ET
Lot 15	ES
Lot 16	ER
Lot 18	EP and EQ
Lot 19	GT and GU
Lot 20	GS
Lot 22	GH to GJ and GL, GN, GP, GQ GR
Lot 23	GF, GG, GK, GM, GO

- E. The Grantor acknowledges that:

- 1) SVHL reserves the right to waive or modify any of the above covenants if, in its sole opinion, such waiver or modification does not impinge of the integrity of the subdivision. The Grantor may apply to SVHL to waive or modify any of the above covenants provided that any proposal for the buildings or structures as a whole is substantially in accordance with the covenants. SVHL may, in its sole opinion, refuse the whole or any part of such application without providing reasons.
- 2) SVHL reserves the right to assign its rights to review, approve or consent under any of the covenants to a party of its choice.
- 3) SVHL will not be liable because of any action it takes or fails to take or for any default in any building or structure erected on any of the Servient Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Servient and Dominant Lots shall indemnify and keep indemnified SVHL and its legal successors (other than successors in title after registration of a Memorandum of Transfer) 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 lots which have been transferred by SVHL to another registered proprietor.
- 4) If the Grantor or occupier for the time being of any of the Servient Lots breaches any of the covenants the Grantor or occupier shall on written requisition from a Dominant Lot owner forthwith permanently remedy or remove such cause of the breach at the cost of the Grantor or occupier on a full indemnity basis including all fees and charges for



enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breach and pay to the Dominant Lot owner who has made such requisition as liquidated damages the sum of \$200.00 per day for every day that such breach or non-observance continues from and after the date 20 working days from the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple proprietors of the Dominant Lot is limited to \$200.00 per day). The liability pursuant to this clause is joint and several as between the Grantor and its occupier or invitee except for breach of Schedule D)

- 5) SVHL will create, in addition to the covenants in this document, a separate Encumbrance document in respect of the same covenants to be registered over the Servient lots, in favour of Stoke Valley Holding Limited.
- 6) The obligation to obtain the approval of SVHL pursuant to the relevant covenants shall not be required after 10 years from the date of registration of the transfer of the Servient Lot by SVHL but this shall not release the Grantor from its obligations to comply with the covenants.
- 7) That for 10 years from the date of registration of this instrument only SVHL may enforce the covenants set out in Schedule 2; A, B, D and E against the owners and/or occupiers for the time being of the relevant Servient Lots to the intent that the owners of the Dominant Lots shall be able to enforce only the covenants in Schedule 2 C for such initial 10 year period AND THEREAFTER (until 30 years from the date of registration of this instrument) SVHL or any other registered proprietor for the time being of the Dominant Lots may enforce all the covenants in Schedule 2 against the owners or occupiers for the time being of the Servient Lots.

TO The District Land Registrar Nelson

Please register the within Instrument against the Servient and Dominant Tenements.

A handwritten signature in black ink, appearing to be 'S. J. [unclear]', located in the lower right quadrant of the page.

Approved by Registrar-General of Land under No. 2002/1026

**Transfer instrument**  
Section 90, Land Transfer Act 1952

**T 6665116.1 Transfer**

Cpy - 01/03, Pgs - 002, 26/11/05, 10:50



Land registration district

NELSON

Unique identifier(s)  
or C/T(s)

All/part

Area/description of part or stratum

NL233516

All

Transferor

Surname(s) must be underlined or in CAPITALS.

STOKE VALLEY HOLDINGS LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

Craig Raymond PENGELLY and Paula Marie PENGELLY

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created  
State if fencing covenant imposed.

Fee Simple and the Transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor

Operative clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this 17<sup>th</sup> day of November 2005

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

	Signed in my presence by the Transferor	
	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name	Alain Swain
	Occupation	Legal Executive Pitt & Moore
	Address	Richmond
Signature [common seal] of Transferor		

Certified correct for the purposes of the Land Transfer Act 1952.

(Solicitor for) the Transferee

Landonline User ID:

landlinkalne

LODGING FIRM:

Landlink Agency Ltd

Address:

DX WC70015

Nelson

Uplifting Box Number:

14

ASSOCIATED FIRM:

Knapps Lawyers Richmond

Client Code / Ref:

S258-2/TH 32698-1

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:  
(LINZ Use only)

Priority Barcode/Date Stamp  
(LINZ use only)

T 6665116.1 Transfer

Cpy - 03/03, Pgs - 002, 26/11/05, 10:50

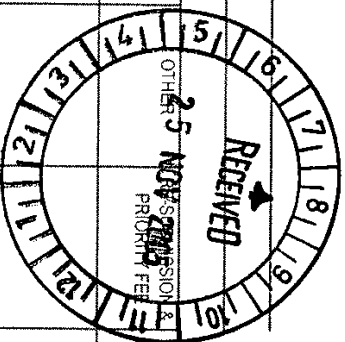
**Copies**  
(inc. original)

DocID: 211587808

Other (state)

Rejected Dealing Number:

Plan Number Pre-Allocated or  
to be Deposited:



Priority Order	CT Ref.	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	FEES \$
1	233516	T	Stoke Valley Holdings Ltd to CR & PM Pengelly	50.00						\$50.00
2	233516	ENC	CR & PM Pengelly to Stoke Valley Holdings Ltd	50.00						\$50.00
3	233516	M	CR & PM Pengelly to ASB Bank	50.00						\$50.00
4										
5										
6										

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

CREDIT

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Original Signatures? \_\_\_\_\_

Less Fees paid on Dealing #

Subtotal (for this page)

\$150.00

Total for this dealing

\$150.00

Debit my Account for

\$150.00