



View Instrument Details

Instrument Type Transfer
Instrument No 7697861.1
Status Registered
Date & Time Lodged 08 February 2008 09:36
Lodged By Phillips, David

Affected Computer Registers	Land District
352535	Nelson
NL6D/1182	Nelson

Transferors

Carter Holt Harvey Limited

Transferees

BMP Developments 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 Peter John Reid Sargent as Transferor Representative on 07/02/2008 12:20 PM

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 David Phillips as Transferee Representative on 01/02/2008 04:08 PM



View Instrument Details

*** End of Report ***

View Instrument Details



Instrument No 9579278.11
Status Registered
Date & Time Lodged 16 July 2014 10:31
Lodged By Bennett, Diane
Instrument Type Easement Instrument



Affected Computer Registers Land District

636508	Nelson
636509	Nelson
636510	Nelson
636511	Nelson
636513	Nelson

Annexure Schedule: Contains 6 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 7697861.2 has consented to this transaction and I hold that consent

Signature

Signed by Robert Whittle as Grantor Representative on 27/06/2014 10:01 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 27/06/2014 10:02 AM

*** End of Report ***

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

2009/6229EF
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 Registrar-General of Land

Grantor
 BMP Developments Limited

Grantee
 BMP Developments Limited

Grant of Easement or Profit à prendre or Creation of Covenant
 The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A *Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants	Lot 19 DP 470630 CT 636508, Lot 20 DP 470630 CT 636509, Lot 21 DP 470630 CT 636510 Lot 28 DP 470630 CT 636611	Lot 19 DP 470630 CT 636608, Lot 20 DP 470630 CT 636509, Lot 21 DP 470630 CT 636510 Lot 28 DP 470630 CT 635511	Lot 45 DP 470630 CT 636513, Lot 19 DP 470630 CT 636508, Lot 20 DP 470630 CT 636509, Lot 21 DP 470630 CT 636510, Lot 28 DP 470630 CT 635511

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

~~Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007~~

The implied rights and powers are hereby ~~[varied]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~{Memorandum number _____, registered under section 155A of the Land Transfer Act 1952}~~

~~{the provisions set out in Annexure Schedule _____}~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

~~{Memorandum number _____, registered under section 155A of the Land Transfer Act 1952}~~

~~{Annexure Schedule _____}~~

Annexure Schedule

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2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

LAND COVENANTS

Continue in additional Annexure Schedule, if required

ANNEXURE SCHEDULE 2

LAND COVENANTS

- a. The Owner of a servient lot must commence the building of any dwelling on the servient lot no later than 3 years after the date the lot is transferred by the developer Galeo JV Limited and thereafter substantial progress shall not be delayed for any period exceeding 3 months. The Owner of a servient lot must ensure completion of construction is carried out within 12 months of the date of laying of the foundations for any building and including all works such as fencing and a driveway for vehicle access.
- b. No temporary (or mobile) accommodation is permitted to be used on a servient lot other than during the course of construction of the dwelling and not in any case beyond 12 months from the date of the commencement of laying the foundations for the dwelling.
- c. The Owner of a servient lot shall not for a period of 30 years from the date of this instrument erect or permit to be erected upon the property:
 - i. Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
 - ii. More than one permanent dwelling PROVIDED THAT a second dwelling for dependent relatives shall be permitted subject to the consent of the prevailing local authority.
 - iii. Any building or dwelling that exceeds the height consented to by the local authority or 7.5 metres above the ground level of the building platform on the servient lot (whichever height is the lesser).
 - iv. Any buildings of "A" frame construction.
 - v. Any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed.
 - vi. Any above ground swimming pool unless enclosed within the structure of the dwelling or within a separate structure or decking.
- d. For the purpose of these covenants "dwelling" shall have the meaning set out in the prevailing local authority district plan at the date of application for a building consent for a dwelling on the land.
- e. The Owner of a servient lot shall not erect any building on a servient lot except within the identified building platforms marked "V" on Lot 19, "U" on Lot 20, "W" on Lot 21 and "X" on Lot 28 on DP 470630.
- f. The Owner of a servient lot must ensure that all buildings shall contain separate plumbing for potable and non-potable water use. The purpose of this is to ensure rain water is still used for non-potable uses once a future reticulated supply is available.
- g. The Owner of a servient lot must ensure that water tanks shall either be incorporated into the structure of each dwelling/building or buried.
- h. The Owner of a servient lot shall not install kitchen garbage grinders/ insinkers.
- i. The Owner of a servient lot shall not damage or permit to be damaged by its tenants, agents, contractors, workman or invitees any landscaping, roading, footpaths, curbs, channel or other structures created as part

Annexure Schedule

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Registrar-General of Land

Insert instrument type

LAND COVENANTS

Continue in additional Annexure Schedule, if required

of the subdivision and in the event of any such damage shall be responsible for any costs incurred in rectifying such damage.

The Owner of a servient lot shall at all times

(i) whilst they remain an owner of the servient lot become and remain a member of the residents' association and a shareholder of the management company, the purpose of which is to manage and maintain communal assets and utilities (wastewater disposal areas, recreation areas, ponds etc) and such company shall also implement the landscape plan, riparian plan, weed management plan, water management plan and wastewater management plan.

The "residents' association" means "Galeo Estate Residents' Association Incorporated" and "management company" means "Redwood Valley Service Company Limited" or their successors and assigns.

(ii) contemporaneously with the transfer of the property enter into the written Sewage Treatment Service Agreement with the management company relating to wastewater disposal from the servient lot in the company's required format.

(iii) shall at all times allow representatives of the management company and its agents, servants or workpeople to enter into or onto the servient lot and buildings for the purposes of maintenance or repair of the waste water disposal system.

(iv) if the owner of a servient lot shall sell, transfer or otherwise dispose of their interest in the servient lot they shall contemporaneously with the transfer of the property, transfer the share in the company to the new owner of the servient lot and will resign any directorship in the company and resign from membership of the residents' association. The owner of the servient lot shall ensure that the new owner enters into the written Sewage Treatment Service Agreement with the management company and in the absence of the owner of the servient lot ensuring that the new owner enters in a new agreement then the owner of the servient lot shall remain liable to the management company until such new agreement is signed.

(v) not be capable of selling, transferring or otherwise disposing of their shares in the management company without contemporaneously transferring the servient lot to the new owner of the shares and resigning their shareholding in the management company. For the avoidance of doubt the shares in the management company cannot be held independently of ownership of the servient lot.

k. The Owner of a servient lot shall not do anything, including any building, construction work, installing sumps or gully traps that cause excess amounts of stormwater to flow into and overload the sewage system. In addition the Owner of a servient lot shall indemnify Galeo JV limited for all costs incurred by Galeo JV Limited in respect of any abatement notice issued on Galeo JV limited by the local authority in respect of overloading the sewage system that is caused by an owner of a servient lot breaching this clause.

l. The Owner of a servient lot shall at all times comply with the conditions of the Consent Notice provided for in the subdivision and land use consents and registered on the title to the lot contemporaneously herewith.

m. The Owner of a servient lot shall not apply to local authority to vary Resource Consent RM080969 and RM080970 or to vary the terms of the Consent Notice without the written consent of Galeo JV Limited or BMP Developments Limited PROVIDED this clause shall only apply if Galeo JV Limited or BMP Developments Limited is a registered proprietor of a dominant lot.

n. The Owner of a servient lot shall not use or permit the use of the land for other than private residential purposes to the intent that such property shall not be used for institutional residential purposes or as a

Annexure Schedule

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APPROVED
Registrar-General of Land

Insert instrument type

LAND COVENANTS

Continue in additional Annexure Schedule, if required

- 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 government agencies or public or private health or education sector agencies.
- o. The Owner of a servient lot shall not use the land for any commercial purpose but "home occupations" allowed in the local authority district plan are permitted. For the purposes of this clause all forms of industrial type activities (be they home occupations or hobbies or otherwise) are prohibited.
- p. The Owner of a servient lot shall not use the land nor permit such land to be used for intensive livestock farming which shall include but not be limited to the keeping of poultry or pigs for commercial purposes; For the purposes of this clause "intensive livestock farming" shall have the meaning set out in the prevailing local authority district plan.
- q. The Owner of a servient lot shall not use the land for plantation forestry as defined in the prevailing local authority district plan.
- r. Galeo JV Limited shall not be liable for any action it takes or fails to take or for any breach of these restrictions or otherwise and the owners for the time being of the servient lots shall indemnify and keep indemnified Galeo JV Limited and its successors and assigns (other than successors in title after registration of a Memorandum of Transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or under or by virtue of this Land Covenant in respect of the servient lots which have been transferred by Galeo JV Limited to another owner.
- s. Galeo JV Limited 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 owners for the time being of the servient lots shall indemnify and keep indemnified Galeo JV Limited 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 Galeo JV Limited to another owner.
- t. If The Owner of a servient lot or occupier for the time being of any of the allotments affected by these covenants breaches any of the covenants The Owner of a servient lot or occupier shall on written requisition from a lot owner who has the benefit of these covenants (the Dominant Lot owner) forthwith permanently remedy or remove such cause of the breach at the cost of The Owner of a servient lot 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 owners of the Dominant Lot is limited to \$200.00 per day). The liability pursuant to this clause is joint and several as between The Owner of a servient lot and its occupier or invitee.
- u. In the event of there being any dispute as to the scope, interpretation, implementation or meaning of the covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the parties can agree upon one or failing agreement then to the arbitration of two arbitrators one to be appointed by each party to the reference, or their umpire, to be appointed before entering into the business of the reference to arbitration to be carried out under the provisions of the Arbitration Act 1995 or any amendments thereto or any legislation enacted in substitution thereof.
- v. Should any servient Lot be subdivided in the future the Grantee as owner of a dominant Lot hereby acknowledges that from the date of approval as to survey of any future plans of subdivision of any servient lot these covenants shall terminate and cease to apply in respect of such parts of the servient Lots as may

Annexure Schedule

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Registrar-General of Land

Insert instrument type

LAND COVENANTS

Continue in additional Annexure Schedule, if required

vast as road or reserve. The Grantee hereby gives consent to any such future vestings. If the Grantee is required to give further written consent the Grantee agrees to do so at no cost to the Grantor.

w. If the registered proprietors of any dominant lot should wish to surrender the benefit of any of these covenants then the registered proprietor(s) of the servient lot(s) concerned shall, upon being requested to do so, consent to such surrender and execute such documents and do such things to enable the surrender and registration of it to be effected.

View Instrument Details



Instrument No 9836588.5
Status Registered
Date & Time Lodged 10 September 2014 09:37
Lodged By Bennett, Diane
Instrument Type Easement Instrument



Affected Computer Registers Land District

660245	Nelson
660246	Nelson
660247	Nelson
660248	Nelson
660249	Nelson
660250	Nelson

Annexure Schedule: Contains 8 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

Signature

Signed by Robert Whittle as Grantor Representative on 10/09/2014 09:29 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 10/09/2014 09:29 AM

*** End of Report ***

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

2009/6229EF
 APPROVED
 Registrar-General of Land

Grantor

BMP Developments Limited

Grantee

BMP Developments Limited

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement, <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants	Lots 1 to 5 inclusive on DP 476913	Lot 1 DP 476913 CFR 660245, Lot 2 DP 476913 CFR 660246, Lot 3 DP 476913 CFR 660247, Lot 4 DP 476913 CFR 660248, Lot 5 DP 476913 CFR 660249	Lot 45 DP 476913 CFR 660250 Lot 1 DP 476913 CFR 660245 Lot 2 DP 476913 CFR 660246 Lot 3 DP 476913 CFR 660247 Lot 4 DP 476913 CFR 660248 Lot 5 DP 476913 CFR 660249

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] [negated] [added to] or [substituted] by:

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

[the provisions set out in Annexure Schedule 2]

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

~~The provisions applying to the specified covenants are those set out in:~~

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

~~[Annexure Schedule _____]~~

Annexure Schedule

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2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument to Create Land Covenants

*Continue in additional Annexure Schedule, if required***ANNEXURE SCHEDULE 2****LAND COVENANTS**

- a. The Owner of a servient lot must commence the building of any dwelling on the servient lot no later than 3 years after the date the lot is transferred by the developer Galeo JV Limited and thereafter substantial progress shall not be delayed for any period exceeding 3 months. The Owner of a servient lot must ensure completion of construction is carried out within 12 months of the date of laying of the foundations for any building and including all works such as fencing and a driveway for vehicle access.
- b. No temporary (or mobile) accommodation is permitted to be used on a servient lot other than during the course of construction of the dwelling and not in any case beyond 12 months from the date of the commencement of laying the foundations for the dwelling.
- c. The Owner of a servient lot shall not for a period of 30 years from the date of this instrument erect or permit to be erected upon the property:
 - i. Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
 - ii. More than one permanent dwelling PROVIDED THAT a second dwelling for dependent relatives shall be permitted subject to the consent of the prevailing local authority.
 - iii. Any building or dwelling that exceeds the height consented to by the local authority or 7.5 metres above the ground level of the building platform on the servient lot (whichever height is the lesser).
 - iv. Any buildings of "A" frame construction.
 - v. Any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed.
 - vi. Any above ground swimming pool unless enclosed within the structure of the dwelling or within a separate structure or decking.
- d. For the purpose of these covenants "dwelling" shall have the meaning set out in the prevailing local authority district plan at the date of application for a building consent for a dwelling on the land.
- e. The Owner of a servient lot shall not erect any building on a servient lot except within the identified building platforms marked "V" on Lot 1, "W" on Lot 2, "X" on Lot 3, "Y" on Lot 4 and "Z" on Lot 5 on DP 476913.
- f. The Owner of a servient lot must ensure that all buildings shall contain separate plumbing for potable and non-potable water use. The purpose of this is to ensure rain water is still used for non-potable uses once a future reticulated supply is available.
- g. The Owner of a servient lot must ensure that water tanks shall either be incorporated into the structure of each dwelling/building or buried.
- h. The Owner of a servient lot shall not install kitchen garbage grinders/ insinkerators.
- i. The Owner of a servient lot shall not damage or permit to be damaged by its tenants, agents, contractors, workman or invitees any landscaping, roading, footpaths, curbs, channel or other structures created as part

Annexure Schedule

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insert instrument type

Easement Instrument to Create Land Covenants

Continue in additional Annexure Schedule, if required

of the subdivision and in the event of any such damage shall be responsible for any costs incurred in rectifying such damage.

- j. The Owner of a servient lot shall at all times
- (i) whilst they remain an owner of the servient lot become and remain a member of the residents' association and a shareholder of the management company, the purpose of which is to manage and maintain communal assets and utilities (wastewater disposal areas, recreation areas, ponds etc) and such company shall also implement the landscape plan, riparian plan, weed management plan, water management plan and wastewater management plan.

The "residents' association" means "Galeo Estate Residents' Association Incorporated" and "management company" means "Redwood Valley Service Company Limited" or their successors and assigns.
 - (ii) contemporaneously with the transfer of the property enter into the written Sewage Treatment Service Agreement with the management company relating to wastewater disposal from the servient lot in the company's required format.
 - (iii) shall at all times allow representatives of the management company and its agents, servants or workpeople to enter into or onto the servient lot and buildings for the purposes of maintenance or repair of the waste water disposal system.
 - (iv) if the owner of a servient lot shall sell, transfer or otherwise dispose of their interest in the servient lot they shall contemporaneously with the transfer of the property, transfer the share in the company to the new owner of the servient lot and will resign any directorship in the company and resign from membership of the residents' association. The owner of the servient lot shall ensure that the new owner enters into the written Sewage Treatment Service Agreement with the management company and in the absence of the owner of the servient lot ensuring that the new owner enters in a new agreement then the owner of the servient lot shall remain liable to the management company until such new agreement is signed.
 - (v) not be capable of selling, transferring or otherwise disposing of their shares in the management company without contemporaneously transferring the servient lot to the new owner of the shares and resigning their shareholding in the management company. For the avoidance of doubt the shares in the management company cannot be held independently of ownership of the servient lot.
- k. The Owner of a servient lot shall not do anything, including any building, construction work, installing sumps or gully traps that cause excess amounts of stormwater to flow into and overload the sewage system. In addition the Owner of a servient lot shall indemnify Galeo JV limited for all costs incurred by Galeo JV Limited in respect of any abatement notice issued on Galeo JV limited by the local authority in respect of overloading the sewage system that is caused by an owner of a servient lot breaching this clause.
- l. The Owner of a servient lot shall at all times comply with the conditions of the Consent Notice provided for in the subdivision and land use consents and registered on the title to the lot contemporaneously herewith.
- m. The Owner of a servient lot shall not apply to local authority to vary Resource Consent RM080969 and RM080970 or to vary the terms of the Consent Notice without the written consent of Galeo JV Limited or BMP Developments Limited PROVIDED this clause shall only apply if Galeo JV Limited or BMP Developments Limited is a registered proprietor of a dominant lot.
- n. The Owner of a servient lot shall not use or permit the use of the land for other than private residential purposes to the intent that such property shall not be used for institutional residential purposes or as a

Annexure Schedule

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<p>2009/5043EF APPROVED Registrar-General of Land</p>

Insert instrument type

Easement Instrument to Create Land Covenants

Continue in additional Annexure Schedule, if required

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 government agencies or public or private health or education sector agencies.

- o. The Owner of a servient lot shall not use the land for any commercial purpose but "home occupations" allowed in the local authority district plan are permitted. For the purposes of this clause all forms of industrial type activities (be they home occupations or hobbies or otherwise) are prohibited.
- p. The Owner of a servient lot shall not use the land nor permit such land to be used for intensive livestock farming which shall include but not be limited to the keeping of poultry or pigs for commercial purposes. For the purposes of this clause "intensive livestock farming" shall have the meaning set out in the prevailing local authority district plan.
- q. The Owner of a servient lot shall not use the land for plantation forestry as defined in the prevailing local authority district plan.
- r. Galeo JV Limited shall not be liable for any action it takes or fails to take or for any breach of these restrictions and the owners for the time being of the servient lots shall indemnify and keep indemnified Galeo JV Limited and its successors and assigns (other than successors in title after registration of a Memorandum of Transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or under or by virtue of this Land Covenant in respect of the servient lots which have been transferred by Galeo JV Limited to another owner.
- s. Galeo JV Limited 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 owners for the time being of the servient lots shall indemnify and keep indemnified Galeo JV Limited 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 Galeo JV Limited to another owner.
- t. If The Owner of a servient lot or occupier for the time being of any of the allotments affected by these covenants breaches any of the covenants The Owner of a servient lot or occupier shall on written requisition from a lot owner who has the benefit of these covenants (the Dominant Lot owner) forthwith permanently remedy or remove such cause of the breach at the cost of The Owner of a servient lot 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 owners of the Dominant Lot is limited to \$200.00 per day). The liability pursuant to this clause is joint and several as between The Owner of a servient lot and its occupier or invitee.
- u. In the event of there being any dispute as to the scope, interpretation, implementation or meaning of the covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the parties can agree upon one or failing agreement then to the arbitration of two arbitrators one to be appointed by each party to the reference, or their umpire, to be appointed before entering into the business of the reference to arbitration to be carried out under the provisions of the Arbitration Act 1996 or any amendments thereto or any legislation enacted in substitution thereof.
- v. Should any servient Lot be subdivided in the future the Grantee as owner of a dominant Lot hereby acknowledges that from the date of approval as to survey of any future plans of subdivision of any servient lot these covenants shall terminate and cease to apply in respect of such parts of the servient Lots as may

Annexure Schedule

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2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument to Create Land Covenants

Continue in additional Annexure Schedule, if required

vest as road or reserve. The Grantee hereby gives consent to any such future vestings. If the Grantee is required to give further written consent the Grantee agrees to do so at no cost to the Grantor.

- w. If the registered proprietors of any dominant lot should wish to surrender the benefit of any of these covenants then the registered proprietor(s) of the servient lot(s) concerned shall, upon being requested to do so, consent to such surrender and execute such documents and do such things to enable the surrender and registration of it to be effected.

BNZ FaxServer

25/08/2014 3:26:17 p.m. PAGE 4/005 Fax Server

Approved by Registrar-General of Land under No. 2009/5150
Annexure Schedule - Consent Form
 Land Transfer Act 1952 section 238(2)



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

Variation relating to deposit of LT Plan 476913

Page of pages

Consentor Summons must be underlined or in CAPITALS	Capacity and interest of Consentor (eg. Capacity under Caveat no./Mortgagee under Mortgage no.)
Bank of New Zealand Limited	as mortgagee under Mortgage No. 7697861.2

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

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

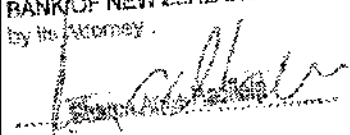

Section _____ of the _____ Act _____

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

the Consentor hereby consents to:
 registration of various documents to facilitate deposit of LT Plan 476913 including orders for new titles for Lots 1-5 inclusive and Lot 45, easement instruments to create various rights to drain sewage marked A, B, C, D, E, F, G, H and I on LT Plan 476913, easement instruments to create right to convey water marked J on LT Plan 476913 in favour of Tasman District Council, land covenants over and in favour of Lots 1-5 inclusive and in favour of Lot 45, easement instrument to create right to emit noise from ball cannons, bird scarers, emit odour, dust, noise and drift from agricultural and horticultural sprays in favour of Lot 3 DP 13449 and Part Lot 3 DP 14567 CPR 189567, and consent notices in favour of Tasman District Council over Lots 1 to 5 inclusive

Dated this 25 day of August 2014

Attestation

SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorney 	Signed in my presence by the Consentor 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature of Consentor	WITNESS CHRISTOPHER M'PHERSON BANK OFFICER BANK OF NEW ZEALAND WELLINGTON

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, [Redacted Name], Quality Assurance Officer of Wellington, New Zealand

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this 25 AUGUST 2014

[Handwritten Signature]
Sharon Anne Macfarlane

[Full name]

View Instrument Details



Instrument No 10123288.7
Status Registered
Date & Time Lodged 11 September 2015 11:38
Lodged By Bennett, Diane
Instrument Type Easement Instrument



Affected Computer Registers Land District

702532	Nelson
702533	Nelson
702534	Nelson
702535	Nelson
702536	Nelson

Annexure Schedule: Contains 6 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 7697861.2 has consented to this transaction and I hold that consent

Signature

Signed by Robert Whittle as Grantor Representative on 11/09/2015 10:33 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 11/09/2015 10:34 AM

*** End of Report ***

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

2009/6229EF
 APPROVED
 Registrar-General of Land

Grantor

BMP Developments Limited

Grantee

BMP Developments Limited

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants	DP 488997 Lot 6 Lot 11 Lot 12 Lot 13	Lot 6 - CFR 702532 Lot 11 - CFR 702533 Lot 12 - CFR 702534 Lot 13 - CFR 702535	Lot 6 - CFR 702532 Lot 11 - CFR 702533 Lot 12 - CFR 702534 Lot 13 - CFR 702535 Lot 45 - CFR 702536

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] [negated] [added to] or [substituted] by:~~

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

~~[the provisions set out in Annexure Schedule _____]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

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

[Annexure Schedule 2]

Annexure Schedule

Page 3 of 6 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument to Create Land Covenants

*Continue in additional Annexure Schedule, if required***ANNEXURE SCHEDULE 2**

PROPOSED LAND COVENANTS
GALEO JV LIMITED
OFF GALEO ROAD - LOTS 6, 11, 12, 13

- a. The Owner of a servient lot must commence the building of any dwelling on the servient lot no later than 3 years after the date the lot is transferred by the developer Galeo JV Limited and thereafter substantial progress shall not be delayed for any period exceeding 3 months. The Owner of a servient lot must ensure completion of construction is carried out within 12 months of the date of laying of the foundations for any building and including all works such as fencing and a driveway for vehicle access.
- b. No temporary (or mobile) accommodation is permitted to be used on a servient lot other than during the course of construction of the dwelling and not in any case beyond 12 months from the date of the commencement of laying the foundations for the dwelling.
- c. The Owner of a servient lot shall not for a period of 30 years from the date of this instrument erect or permit to be erected upon the property:
 - i. Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
 - ii. More than one permanent dwelling PROVIDED THAT a second dwelling for dependent relatives shall be permitted subject to the consent of the prevailing local authority.
 - iii. Any building or dwelling that exceeds the height consented to by the local authority or 7.5 metres above the ground level of the building platform on the servient lot (whichever height is the lesser).
 - iv. Any buildings of "A" frame construction.
 - v. Any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed.
 - vi. Any above ground swimming pool unless enclosed within the structure of the dwelling or within a separate structure or decking.
- d. For the purpose of these covenants "dwelling" shall have the meaning set out in the prevailing local authority district plan at the date of application for a building consent for a dwelling on the land.
- e. The Owner of a servient lot shall not erect any building on a servient lot except within the identified building platforms marked "AA" on Lot 6, "AB" on Lot 11, "AC" on Lot 12, and "AD" on Lot 13 on DP 488997.
- f. The Owner of a servient lot must ensure that all buildings shall contain separate plumbing for potable and non-potable water use. The purpose of this is to ensure rain water is still used for non-potable uses once a future reticulated supply is available.
- g. The Owner of a servient lot must ensure that water tanks shall either be incorporated into the structure of each dwelling/building or buried.
- h. The Owner of a servient lot shall not install kitchen garbage grinders/ insinkerators.

Annexure Schedule

Page 4 of 6 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument to Create Land Covenants

Continue in additional Annexure Schedule, if required

- i. The Owner of a servient lot shall not damage or permit to be damaged by its tenants, agents, contractors, workman or invitees any landscaping, roading, footpaths, curbs, channel or other structures created as part of the subdivision and in the event of any such damage shall be responsible for any costs incurred in rectifying such damage.
- j. The Owner of a servient lot shall at all times
- (i) whilst they remain an owner of the servient lot become and remain a member of the residents' association and a shareholder of the management company, the purpose of which is to manage and maintain communal assets and utilities (wastewater disposal areas, recreation areas, ponds etc) and such company shall also implement the landscape plan, riparian plan, weed management plan, water management plan and wastewater management plan.

The "residents' association" means "Galeo Estate Residents' Association Incorporated" and "management company" means "Redwood Valley Service Company Limited" or their successors and assigns.
 - (ii) contemporaneously with the transfer of the property enter into the written Sewage Treatment Service Agreement with the management company relating to wastewater disposal from the servient lot in the company's required format.
 - (iii) shall at all times allow representatives of the management company and its agents, servants or workpeople to enter into or onto the servient lot and buildings for the purposes of maintenance or repair of the waste water disposal system.
 - (iv) if the owner of a servient lot shall sell, transfer or otherwise dispose of their interest in the servient lot they shall contemporaneously with the transfer of the property, transfer the share in the company to the new owner of the servient lot and will resign any directorship in the company and resign from membership of the residents' association. The owner of the servient lot shall ensure that the new owner enters into the written Sewage Treatment Service Agreement with the management company and in the absence of the owner of the servient lot ensuring that the new owner enters in a new agreement then the owner of the servient lot shall remain liable to the management company until such new agreement is signed.
 - (v) not be capable of selling, transferring or otherwise disposing of their shares in the management company without contemporaneously transferring the servient lot to the new owner of the shares and resigning their shareholding in the management company. For the avoidance of doubt the shares in the management company cannot be held independently of ownership of the servient lot.
- k. The Owner of a servient lot shall not do anything, including any building, construction work, installing sumps or gully traps that cause excess amounts of stormwater to flow into and overload the sewage system. In addition the Owner of a servient lot shall indemnify Galeo JV limited for all costs incurred by Galeo JV Limited in respect of any abatement notice issued on Galeo JV limited by the local authority in respect of overloading the sewage system that is caused by an owner of a servient lot breaching this clause.
- l. The Owner of a servient lot shall at all times comply with the conditions of the Consent Notice provided for in the subdivision and land use consents and registered on the title to the lot contemporaneously herewith.
- m. The Owner of a servient lot shall not apply to local authority to vary Resource Consent RM080969 and RM080970 or to vary the terms of the Consent Notice without the written consent of Galeo JV Limited or BMP Developments Limited PROVIDED this clause shall only apply if Galeo JV Limited or BMP Developments Limited is a registered proprietor of a dominant lot.

Annexure Schedule

Page 5 of 6 Pages

2009/6043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument to Create Land Covenants

Continue in additional Annexure Schedule, if required

- n. The Owner of a servient lot shall not use or permit the use of the land 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 government agencies or public or private health or education sector agencies.
- o. The Owner of a servient lot shall not use the land for any commercial purpose but "home occupations" allowed in the local authority district plan are permitted. For the purposes of this clause all forms of industrial type activities (be they home occupations or hobbies or otherwise) are prohibited.
- p. The Owner of a servient lot shall not use the land nor permit such land to be used for intensive livestock farming which shall include but not be limited to the keeping of poultry or pigs for commercial purposes. For the purposes of this clause "intensive livestock farming" shall have the meaning set out in the prevailing local authority district plan.
- q. The Owner of a servient lot shall not use the land for plantation forestry as defined in the prevailing local authority district plan.
- r. Galeo JV Limited shall not be liable for any action it takes or fails to take or for any breach of these restrictions or otherwise and the owners for the time being of the servient lots shall indemnify and keep indemnified Galeo JV Limited and its successors and assigns (other than successors in title after registration of a Memorandum of Transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or under or by virtue of this Land Covenant in respect of the servient lots which have been transferred by Galeo JV Limited to another owner.
- s. Galeo JV Limited 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 owners for the time being of the servient lots shall indemnify and keep indemnified Galeo JV Limited 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 Galeo JV Limited to another owner.
- t. If The Owner of a servient lot or occupier for the time being of any of the allotments affected by these covenants breaches any of the covenants The Owner of a servient lot or occupier shall on written requisition from a lot owner who has the benefit of these covenants (the Dominant Lot owner) forthwith permanently remedy or remove such cause of the breach at the cost of The Owner of a servient lot 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 owners of the Dominant Lot is limited to \$200.00 per day). The liability pursuant to this clause is joint and several as between The Owner of a servient lot and its occupier or invitee.
- u. In the event of there being any dispute as to the scope, interpretation, implementation or meaning of the covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the parties can agree upon one or failing agreement then to the arbitration of two arbitrators one to be appointed by each party to the reference, or their umpire, to be appointed before entering into the business of the reference to arbitration to be carried out under the provisions of the Arbitration Act 1996 or any amendments thereto or any legislation enacted in substitution thereof.
- v. Should any servient Lot be subdivided in the future the Grantee as owner of a dominant Lot hereby acknowledges that from the date of approval as to survey of any future plans of subdivision of any servient

Annexure Schedule

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument to Create Land Covenants

Continue in additional Annexure Schedule, if required

lot these covenants shall terminate and cease to apply in respect of such parts of the servient Lots as may vest as road or reserve. The Grantee hereby gives consent to any such future vestings. If the Grantee is required to give further written consent the Grantee agrees to do so at no cost to the Grantor.

w. If the registered proprietors of any dominant lot should wish to surrender the benefit of any of these covenants then the registered proprietor(s) of the servient lot(s) concerned shall, upon being requested to do so, consent to such surrender and execute such documents and do such things to enable the surrender and registration of it to be effected.

View Instrument Details



Instrument No 10388928.6
Status Registered
Date & Time Lodged 18 May 2016 14:12
Lodged By Bennett, Diane
Instrument Type Easement Instrument



Affected Computer Registers Land District

733436	Nelson
733437	Nelson
733438	Nelson
733439	Nelson
733440	Nelson

Annexure Schedule: Contains 6 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 341734.3 is being discharged/extinguished in a prior dealing or in the same dealing
- I certify that the Mortgagee under Mortgage 7697861.2 has consented to this transaction and I hold that consent

Signature

Signed by Robert Whittle as Grantor Representative on 17/05/2016 09:24 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 17/05/2016 09:25 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

Nelson



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

BMP Developments Limited

Grantee

Surname(s) must be underlined or in CAPITALS.

BMP Developments Limited

Grant* of easement or profit à prendre or creation or 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).

Dated this 2nd day of May 2016

Attestation

	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed)
Signature [common seal] of Grantor	Witness name
	Occupation
	Address

	Signed in my presence by the Grantee
	_____ <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed)
Signature [common seal] of Grantee	Witness name
	Occupation
	Address

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

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1Easement instrument Dated 2nd May 2016 Page 2 of 6 pages**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)	Dominant tenement (Identifier/CT or in gross)
Land Covenants	Lot 7 DP 496538 Lot 8 DP 496538 Lot 9 DP 496538 Lot 10 DP 496538	Lot 7 DP 496538 CFR 733437 Lot 8 DP 496538 CFR 733438 Lot 9 DP 496538 CFR 733439 Lot 10 DP 496538 CFR 733440	Lot 7 DP 496538 CFR 733437 Lot 8 DP 496538 CFR 733438 Lot 9 DP 496538 CFR 733439 Lot 10 DP 496538 CFR 733440 and Lot 45 and Lot 2 DP 496538 CFR 733436

*Delete phrases in [] and insert memorandum number as required.**Continue in additional Annexure Schedule if required.*

Easements or profits à prendre 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 Fifth Schedule of the Property Law Act 2007.~~

~~The implied rights and powers are [varied] [negated] [added to] or [substituted] by:~~

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

~~[the provisions set out in Annexure Schedule 2]~~

Covenant provisions*Delete phrases in [] and insert memorandum number as required.**Continue in additional Annexure Schedule if required.*

The provisions applying to the specified covenants are those set out in:

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

~~[Annexure Schedule 2].~~

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

land covenants

Dated

2nd May 2016

Page

3

of

6

Pages

(Continue in additional Annexure Schedule, if required)

ANNEXURE SCHEDULE 2

LAND COVENANTS
GALEO JV LIMITED

OFF GALEO ROAD - LOTS 7, 8, 9 and 10 DP 496538

- a. The Owner of a servient lot must commence the building of any dwelling on the servient lot no later than 3 years after the date the lot is transferred by the developer Galeo JV Limited and thereafter substantial progress shall not be delayed for any period exceeding 3 months. The Owner of a servient lot must ensure completion of construction is carried out within 12 months of the date of laying of the foundations for any building and including all works such as fencing and a driveway for vehicle access.
- b. No temporary (or mobile) accommodation is permitted to be used on a servient lot other than during the course of construction of the dwelling and not in any case beyond 12 months from the date of the commencement of laying the foundations for the dwelling.
- c. The Owner of a servient lot shall not for a period of 30 years from the date of this instrument erect or permit to be erected upon the property:
- i. Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
 - ii. More than one permanent dwelling PROVIDED THAT a second dwelling for dependent relatives shall be permitted subject to the consent of the prevailing local authority.
 - iii. Any building or dwelling that exceeds the height consented to by the local authority or 7.5 metres above the ground level of the building platform on the servient lot (whichever height is the lesser).
 - iv. Any buildings of "A" frame construction.
 - v. Any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed.
 - vi. Any above ground swimming pool unless enclosed within the structure of the dwelling or within a separate structure or decking.
- d. For the purpose of these covenants "dwelling" shall have the meaning set out in the prevailing local authority district plan at the date of application for a building consent for a dwelling on the land.
- e. The Owner of a servient lot shall not erect any building on a servient lot except within the identified building platforms marked "AA" on Lot 7, "AB" on Lot 8, "AC" on Lot 9, and "AD" on Lot 10 on DP 496538.
- f. The Owner of a servient lot must ensure that all buildings shall contain separate plumbing for potable and non-potable water use. The purpose of this is to ensure rain water is still used for non-potable uses once a future reticulated supply is available.

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 box.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

land covenants

Dated

2nd May 2016

Page

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of

6

Pages

(Continue in additional Annexure Schedule, if required)

- g. The Owner of a servient lot must ensure that water tanks shall either be incorporated into the structure of each dwelling/building or buried.
- h. The Owner of a servient lot shall not install kitchen garbage grinders/ insinkerators.
- i. The Owner of a servient lot shall not damage or permit to be damaged by its tenants, agents, contractors, workman or invitees any landscaping, roading, footpaths, curbs, channel or other structures created as part of the subdivision and in the event of any such damage shall be responsible for any costs incurred in rectifying such damage.
- j. The Owner of a servient lot shall at all times
- (i) whilst they remain an owner of the servient lot become and remain a member of the residents' association and a shareholder of the management company, the purpose of which is to manage and maintain communal assets and utilities (wastewater disposal areas, recreation areas, ponds etc) and such company shall also implement the landscape plan, riparian plan, weed management plan, water management plan and wastewater management plan.

The "residents' association" means "Galeo Estate Residents' Association Incorporated" and "management company" means "Redwood Valley Service Company Limited" or their successors and assigns.
 - (ii) contemporaneously with the transfer of the property enter into the written Sewage Treatment Service Agreement with the management company relating to wastewater disposal from the servient lot in the company's required format.
 - (iii) shall at all times allow representatives of the management company and its agents, servants or workpeople to enter into or onto the servient lot and buildings for the purposes of maintenance or repair of the waste water disposal system.
 - (iv) if the owner of a servient lot shall sell, transfer or otherwise dispose of their interest in the servient lot they shall contemporaneously with the transfer of the property, transfer the share in the company to the new owner of the servient lot and will resign any directorship in the company and resign from membership of the residents' association. The owner of the servient lot shall ensure that the new owner enters into the written Sewage Treatment Service Agreement with the management company and in the absence of the owner of the servient lot ensuring that the new owner enters in a new agreement then the owner of the servient lot shall remain liable to the management company until such new agreement is signed.
 - (v) not be capable of selling, transferring or otherwise disposing of their shares in the management company without contemporaneously transferring the servient lot to the new owner of the shares and resigning their shareholding in the management company. For the avoidance of doubt the shares in the management company cannot be held independently of ownership of the servient lot.
- k. The Owner of a servient lot shall not do anything, including any building, construction work, installing sumps or gully traps that cause excess amounts of stormwater to flow into and overload the sewage system. In addition the Owner of a servient lot shall indemnify Galeo JV limited for all costs incurred by Galeo JV Limited in respect of any abatement notice issued on Galeo JV limited by the local authority in respect of overloading the sewage system that is caused by an owner of a servient lot breaching this clause.

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 box.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

land covenants

Dated 2nd May 2016

Page 5 of 6 Pages

(Continue in additional Annexure Schedule, if required)

- i. The owner of a servient lot shall at the time of erecting any dwelling on the servient lot and prior to issue of Code Compliance Certificate for that dwelling, install and maintain in good working order at all times an E/One pump system including a polyethylene tank and submersible grinder pump with alarm for disposal of wastewater which is compatible with the wastewater network installed by the developer and which system is owned and operated by the Resident's Association and/or the management company.
- If in the future it becomes necessary to replace the wastewater pump system and the E/One Simplex is no longer available, then the Owner of the servient lot may replace that with an alternative system provided the approval of the Galeo Estate Resident's Association, and any consent of the local authority has been obtained prior to installation of the replacement wastewater pump.
- m. The Owner of a servient lot shall at all times comply with the conditions of the Consent Notice provided for in the subdivision and land use consents and registered on the title to the lot contemporaneously herewith.
- n. The Owner of a servient lot shall not apply to local authority to vary Resource Consent RM080969V1 and RM080970 or to vary the terms of the Consent Notice without the written consent of Galeo JV Limited or BMP Developments Limited PROVIDED this clause shall only apply if Galeo JV Limited or BMP Developments Limited is a registered proprietor of a dominant lot.
- o. The Owner of a servient lot shall not use or permit the use of the land 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 government agencies or public or private health or education sector agencies.
- p. The Owner of a servient lot shall not use the land for any commercial purpose but "home occupations" allowed in the local authority district plan are permitted. For the purposes of this clause all forms of industrial type activities (be they home occupations or hobbies or otherwise) are prohibited.
- q. The Owner of a servient lot shall not use the land nor permit such land to be used for intensive livestock farming which shall include but not be limited to the keeping of poultry or pigs for commercial purposes. For the purposes of this clause "intensive livestock farming" shall have the meaning set out in the prevailing local authority district plan.
- r. The Owner of a servient lot shall not use the land for plantation forestry as defined in the prevailing local authority district plan.
- s. Galeo JV Limited shall not be liable for any action it takes or fails to take or for any breach of these restrictions or otherwise and the owners for the time being of the servient lots shall indemnify and keep indemnified Galeo JV Limited and its successors and assigns (other than successors in title after registration of a Memorandum of Transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or under or by virtue of this Land Covenant in respect of the servient lots which have been transferred by Galeo JV Limited to another owner.
- t. Galeo JV Limited 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 owners for the time being of the servient lots shall indemnify and keep indemnified Galeo JV Limited 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 Galeo JV Limited to another owner.

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 box.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

land covenants Dated 2nd May 2016 Page 6 of 6 Pages

(Continue in additional Annexure Schedule, if required)

- u. If The Owner of a servient lot or occupier for the time being of any of the allotments affected by these covenants breaches any of the covenants The Owner of a servient lot or occupier shall on written requisition from a lot owner who has the benefit of these covenants (the Dominant Lot owner) forthwith permanently remedy or remove such cause of the breach at the cost of The Owner of a servient lot 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 owners of the Dominant Lot is limited to \$200.00 per day). The liability pursuant to this clause is joint and several as between The Owner of a servient lot and its occupier or invitee.
- v. In the event of there being any dispute as to the scope, interpretation, implementation or meaning of the covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the parties can agree upon one or failing agreement then to the arbitration of two arbitrators one to be appointed by each party to the reference, or their umpire, to be appointed before entering into the business of the reference to arbitration to be carried out under the provisions of the Arbitration Act 1996 or any amendments thereto or any legislation enacted in substitution thereof.
- w. Should any servient Lot be subdivided in the future the Grantee as owner of a dominant Lot hereby acknowledges that from the date of approval as to survey of any future plans of subdivision of any servient lot these covenants shall terminate and cease to apply in respect of such parts of the servient Lots as may vest as road or reserve. The Grantee hereby gives consent to any such future vestings. If the Grantee is required to give further written consent the Grantee agrees to do so at no cost to the Grantor.
- x. If the registered proprietors of any dominant lot should wish to surrender the benefit of any of these covenants then the registered proprietor(s) of the servient lot(s) concerned shall, upon being requested to do so, consent to such surrender and execute such documents and do such things to enable the surrender and registration of it to be effected.

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 box.

View Instrument Details



Instrument No 10685022.4
Status Registered
Date & Time Lodged 20 March 2017 14:28
Lodged By Bennett, Diane
Instrument Type Easement Instrument



Affected Computer Registers Land District

771704	Nelson
771705	Nelson
771706	Nelson
771707	Nelson
771708	Nelson
771782	Nelson

Annexure Schedule: Contains 7 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

Caveat 10388928.8 does not apply to the estate or interest affected by this transaction

I certify that the Mortgagee under Mortgage 7697861.2 has consented to this transaction and I hold that consent

Signature

Signed by Robert Whittle as Grantor Representative on 11/04/2017 03:37 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 Robert Whittle as Grantee Representative on 11/04/2017 03:38 PM

*** End of Report ***

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

BMP Developments Limited

Grantee

BMP Developments Limited

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A**, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants	Lots 14, 15, 16, 17 and 18 DP 506702 CFRs 771704, 771705, 771706, 771707, and 771708	Lots 14, 15, 16, 17 and 18 DP 506702 CFRs 771704, 771705, 771706, 771707, and 771708	Lot 45 DP 506702 CFR 771782, and Lots 14, 15, 16, 17 and 18 DP 506702 CFRs 771704, 771705, 771706, 771707, and 771708

Form B - continued

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] [negated] [added to] or [substituted] by:~~

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

~~[the provisions set out in Annexure Schedule--]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

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

~~[the Annexure Schedule attached]~~

Form L

Annexure Schedule

Page 3 of 3 Pages

Insert instrument type

Easement Instrument to Create Land Covenants

STAGE E - GALEO ROAD

- a. The Owner of a servient lot must commence the building of any dwelling on the servient lot no later than 3 years after the date the lot is transferred by the developer Galeo JV Limited and thereafter substantial progress shall not be delayed for any period exceeding 3 months. The Owner of a servient lot must ensure completion of construction is carried out within 12 months of the date of laying of the foundations for any building and including all works such as fencing and a driveway for vehicle access.
- b. No temporary (or mobile) accommodation is permitted to be used on a servient lot other than during the course of construction of the dwelling and not in any case beyond 12 months from the date of the commencement of laying the foundations for the dwelling.
- c. The Owner of a servient lot shall not for a period of 30 years from the date of this instrument erect or permit to be erected upon the property:
 - i. Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
 - ii. More than one permanent dwelling PROVIDED THAT a second dwelling for dependent relatives shall be permitted subject to the consent of the prevailing local authority.
 - iii. Any building or dwelling that exceeds the height consented to by the local authority or 7.5 metres above the ground level of the building platform on the servient lot (whichever height is the lesser).
 - iv. Any buildings of "A" frame construction.
 - v. Any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed.
 - vi. Any above ground swimming pool unless enclosed within the structure of the dwelling or within a separate structure or decking.
- d. For the purpose of these covenants "dwelling" shall have the meaning set out in the prevailing local authority district plan at the date of application for a building consent for a dwelling on the land.

- e. The Owner of a servient lot shall not erect any building on a servient lot except within the identified building platforms marked "AA" on Lot 14, "BB" on Lot 15, "CC" on Lot 16, "DD" on Lot 17, and "EE" on Lot 18 on DP 506702.
- f. The Owner of a servient lot must ensure that all buildings shall contain separate plumbing for potable and non-potable water use. The purpose of this is to ensure rain water is still used for non-potable uses once a future reticulated supply is available.
- g. The Owner of a servient lot must ensure that water tanks shall either be incorporated into the structure of each dwelling/building or buried.
- h. The Owner of a servient lot shall not install kitchen garbage grinders/insinkerators.
- i. The Owner of a servient lot shall not damage or permit to be damaged by its tenants, agents, contractors, workman or invitees any landscaping, roading, footpaths, curbs, channel or other structures created as part of the subdivision and in the event of any such damage shall be responsible for any costs incurred in rectifying such damage.
- j. The Owner of a servient lot shall at all times
 - (i) whilst they remain an owner of the servient lot become and remain a member of the residents' association and a shareholder of the management company, the purpose of which is to manage and maintain communal assets and utilities (wastewater disposal areas, recreation areas, ponds etc) and such company shall also implement the landscape plan, riparian plan, weed management plan, water management plan and wastewater management plan.

The "residents' association" means "Galeo Estate Residents' Association Incorporated" and "management company" means "Redwood Valley Service Company Limited" or their successors and assigns.
 - (ii) contemporaneously with the transfer of the property enter into the written Sewage Treatment Service Agreement with the management company relating to wastewater disposal from the servient lot in the company's required format.
 - (iii) shall at all times allow representatives of the management company and its agents, servants or workpeople to enter into or onto the servient lot and buildings for the purposes of maintenance or repair of the waste water disposal system.
 - (iv) if the owner of a servient lot shall sell, transfer or otherwise dispose of their interest in the servient lot they shall contemporaneously with the transfer of the property, transfer the share in the company to the new owner of the servient lot and will resign any directorship in the company and resign from membership of the residents' association. The owner of the servient lot shall ensure that the new owner enters into the written Sewage Treatment Service Agreement with the management company and in the absence of the owner of the servient lot ensuring that the new owner enters in a new agreement then the owner of the servient lot shall

remain liable to the management company until such new agreement is signed.

- (v) not be capable of selling, transferring or otherwise disposing of their shares in the management company without contemporaneously transferring the servient lot to the new owner of the shares and resigning their shareholding in the management company. For the avoidance of doubt the shares in the management company cannot be held independently of ownership of the servient lot.
- k. The Owner of a servient lot shall not do anything, including any building, construction work, installing sumps or gully traps that cause excess amounts of stormwater to flow into and overload the sewage system. In addition the Owner of a servient lot shall indemnify Galeo JV limited for all costs incurred by Galeo JV Limited in respect of any abatement notice issued on Galeo JV limited by the local authority in respect of overloading the sewage system that is caused by an owner of a servient lot breaching this clause.
- l. The owner of a servient lot shall At the time of erecting any dwelling on the servient lot and prior to issue of Code Compliance Certificate for that dwelling, install and maintain in a good working order at all times an E/One pump system including a polyethylene tank and submersible grinder pump with alarm for disposal of wastewater which is compatible with the wastewater network installed by the developer and which system is owned and operated by the Resident's Association and/or the management company.
- m. The Owner of a servient lot shall at all times comply with the conditions of the Consent Notice provided for in the subdivision and land use consents and registered on the title to the lot contemporaneously herewith.
- n. The Owner of a servient lot shall not apply to local authority to vary Resource Consent RM080969 and RM080970 or to vary the terms of the Consent Notice without the written consent of Galeo JV Limited or BMP Developments Limited PROVIDED this clause shall only apply if Galeo JV Limited or BMP Developments Limited is a registered proprietor of a dominant lot.
- o. The Owner of a servient lot shall not use or permit the use of the land 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 government agencies or public or private health or education sector agencies.
- p. The Owner of a servient lot shall not use the land for any commercial purpose but "home occupations" allowed in the local authority district plan are permitted. For the purposes of this clause all forms of industrial type activities (be they home occupations or hobbies or otherwise) are prohibited.
- q. The Owner of a servient lot shall not use the land nor permit such land to be used for intensive livestock farming which shall include but not be limited to the keeping of poultry or pigs for commercial purposes. For the purposes of this clause "intensive livestock farming" shall have the meaning set out in the prevailing local authority district plan.

- r. The Owner of a servient lot shall not use the land for plantation forestry as defined in the prevailing local authority district plan.
- s. Galeo JV Limited shall not be liable for any action it takes or fails to take or for any breach of these restrictions or otherwise and the owners for the time being of the servient lots shall indemnify and keep indemnified Galeo JV Limited and its successors and assigns (other than successors in title after registration of a Memorandum of Transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or under or by virtue of this Land Covenant in respect of the servient lots which have been transferred by Galeo JV Limited to another owner.
- t. Galeo JV Limited 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 owners for the time being of the servient lots shall indemnify and keep indemnified Galeo JV Limited 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 Galeo JV Limited to another owner.
- u. If The Owner of a servient lot or occupier for the time being of any of the allotments affected by these covenants breaches any of the covenants The Owner of a servient lot or occupier shall on written requisition from a lot owner who has the benefit of these covenants (the Dominant Lot owner) forthwith permanently remedy or remove such cause of the breach at the cost of The Owner of a servient lot 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 owners of the Dominant Lot is limited to \$200.00 per day). The liability pursuant to this clause is joint and several as between The Owner of a servient lot and its occupier or invitee.
- v. In the event of there being any dispute as to the scope, interpretation, implementation or meaning of the covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the parties can agree upon one or failing agreement then to the arbitration of two arbitrators one to be appointed by each party to the reference, or their umpire, to be appointed before entering into the business of the reference to arbitration to be carried out under the provisions of the Arbitration Act 1996 or any amendments thereto or any legislation enacted in substitution thereof.
- w. Should any servient Lot be subdivided in the future the Grantee as owner of a dominant Lot hereby acknowledges that from the date of approval as to survey of any future plans of subdivision of any servient lot these covenants shall terminate and cease to apply in respect of such parts of the servient Lots as may vest as road or reserve. The Grantee hereby gives consent to any such future vestings. If the Grantee is required to give further written consent the Grantee agrees to do so at no cost to the Grantor.

- x. If the registered proprietors of any dominant lot should wish to surrender the benefit of any of these covenants then the registered proprietor(s) of the servient lot(s) concerned shall, upon being requested to do so, consent to such surrender and execute such documents and do such things to enable the surrender and registration of it to be effected.

View Instrument Details



Instrument No 10916879.8
Status Registered
Date & Time Lodged 26 February 2018 14:21
Lodged By Bennett, Diane
Instrument Type Easement Instrument



Affected Computer Registers Land District

799667	Nelson
799668	Nelson
799669	Nelson
799670	Nelson
799671	Nelson
799672	Nelson
799673	Nelson
799674	Nelson
799675	Nelson
799676	Nelson
799677	Nelson
799678	Nelson
799679	Nelson

Annexure Schedule: Contains 7 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

I certify that the Caveator under Caveat 10388928.8 has consented to this transaction, which is subject to the Caveat, and I hold that consent

Signature

Signed by Robert Whittle as Grantor Representative on 07/02/2018 09:53 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 07/02/2018 09:53 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

BMP Developments Limited

Grantee

BMP Developments Limited

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants	Lot 29, Lot 30, Lot 31 Lot 32, Lot 33, Lot 34, Lot 35, Lot 36, Lot 37, Lot 38, Lot 39, Lot 43 all on DP 514913	Lot 29, Lot 30, Lot 31 Lot 32, Lot 33, Lot 34, Lot 35, Lot 36, Lot 37, Lot 38, Lot 39, Lot 43 all on DP 514913 CFRs 799667, 799668, 799669, 799670, 799671, 799672, 799673, 799674, 799675, 799676, 799677 and 799678	Lot 29, Lot 30, Lot 31 Lot 32, Lot 33, Lot 34, Lot 35, Lot 36, Lot 37, Lot 38, Lot 39, Lot 43 and Lot 45 all on DP 514913 CFRs 799667, 799668, 799669, 799670, 799671, 799672, 799673, 799674, 799675, 799676, 799677, 799678 and 799679

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~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by:

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

~~[the provisions set out in Annexure Schedule -]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

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

[the Annexure Schedule attached]

Insert instrument type

Easement Instrument to Create Land Covenants

LAND COVENANTS
GALEO JV LIMITED SUBDIVISION
STAGE G, H, I, J - REDMILL ROAD

- a. The Owner of a servient lot must commence the building of any dwelling on the servient lot no later than 3 years after the date the lot is transferred by the developer Galeo JV Limited and thereafter substantial progress shall not be delayed for any period exceeding 3 months. The Owner of a servient lot must ensure completion of construction is carried out within 12 months of the date of laying of the foundations for any building and including all works such as fencing and a driveway for vehicle access.
- b. No temporary (or mobile) accommodation is permitted to be used on a servient lot other than during the course of construction of the dwelling and not in any case beyond 12 months from the date of the commencement of laying the foundations for the dwelling.
- c. The Owner of a servient lot shall not for a period of 30 years from the date of this instrument erect or permit to be erected upon the property:
 - i. Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
 - ii. More than one permanent dwelling PROVIDED THAT a second dwelling for dependent relatives shall be permitted subject to the consent of the prevailing local authority.
 - iii. Any building or dwelling that exceeds the height consented to by the local authority or 7.5 metres above the ground level of the building platform on the servient lot (whichever height is the lesser).
 - iv. Any buildings of "A" frame construction.
 - v. Any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed.
 - vi. Any above ground swimming pool unless enclosed within the structure of the dwelling or within a separate structure or decking.
- d. For the purpose of these covenants "dwelling" shall have the meaning set out in the prevailing local authority district plan at the date of application for a building consent for a dwelling on the land.
- e. The Owner of a servient lot shall not erect any building on a servient lot except within the identified building platforms marked as follows on DP 514913:

Lot 29	Marked AA
Lot 30	Marked BB
Lot 31	Marked CC
Lot 32	Marked DD
Lot 33	Marked EE
Lot 34	Marked JJ
Lot 35	Marked KK
Lot 36	Marked LL
Lot 37	Marked GG
Lot 38	Marked HH
Lot 39	Marked LL
Lot 43	Marked FF

- f. The Owner of a servient lot must ensure that all buildings shall contain separate plumbing for potable and non-potable water use. The purpose of this is to ensure rain water is still used for non-potable uses once a future reticulated supply is available.
- g. The Owner of a servient lot must ensure that water tanks shall either be incorporated into the structure of each dwelling/building or buried.
- h. The Owner of a servient lot shall not install kitchen garbage grinders/insinkerators.
- i. The Owner of a servient lot shall not damage or permit to be damaged by its tenants, agents, contractors, workman or invitees any landscaping, roading, footpaths, curbs, channel or other structures created as part of the subdivision and in the event of any such damage shall be responsible for any costs incurred in rectifying such damage.
- j. The Owner of a servient lot shall at all times
 - (i) whilst they remain an owner of the servient lot become and remain a member of the residents' association and a shareholder of the management company, the purpose of which is to manage and maintain communal assets and utilities (wastewater disposal areas, recreation areas, ponds etc) and such company shall also implement the landscape plan, riparian plan, weed management plan, water management plan and wastewater management plan.

The "residents' association" means "Galeo Estate Residents' Association Incorporated" and "management company" means "Redwood Valley Service Company Limited" or their successors and assigns.
 - (ii) contemporaneously with the transfer of the property enter into the written Sewage Treatment Service Agreement with the management company relating to wastewater disposal from the servient lot in the company's required format.
 - (iii) shall at all times allow representatives of the management company and its agents, servants or workpeople to enter into or onto the servient lot and buildings for the purposes of maintenance or repair of the waste water disposal system.

- (iv) if the owner of a servient lot shall sell, transfer or otherwise dispose of their interest in the servient lot they shall contemporaneously with the transfer of the property, transfer the share in the company to the new owner of the servient lot and will resign any directorship in the company and resign from membership of the residents' association. The owner of the servient lot shall ensure that the new owner enters into the written Sewage Treatment Service Agreement with the management company and in the absence of the owner of the servient lot ensuring that the new owner enters in a new agreement then the owner of the servient lot shall remain liable to the management company until such new agreement is signed.
 - (v) not be capable of selling, transferring or otherwise disposing of their shares in the management company without contemporaneously transferring the servient lot to the new owner of the shares and resigning their shareholding in the management company. For the avoidance of doubt the shares in the management company cannot be held independently of ownership of the servient lot.
- k. The Owner of a servient lot shall not do anything, including any building, construction work, installing sumps or gully traps that cause excess amounts of stormwater to flow into and overload the sewage system. In addition the Owner of a servient lot shall indemnify Galeo JV limited for all costs incurred by Galeo JV Limited in respect of any abatement notice issued on Galeo JV limited by the local authority in respect of overloading the sewage system that is caused by an owner of a servient lot breaching this clause.
- l. The owner of a servient lot shall at the time of erecting any dwelling on the servient lot and prior to issue of Code Compliance Certificate for that dwelling, install and maintain in a good working order at all times an E/One pump system including a polyethylene tank and submersible grinder pump with alarm for disposal of wastewater which is compatible with the wastewater network installed by the developer and which system is owned and operated by the Resident's Association and/or the management company.
- m. The Owner of a servient lot shall at all times comply with the conditions of the Consent Notice provided for in the subdivision and land use consents and registered on the title to the lot contemporaneously herewith.
- n. The Owner of a servient lot shall not apply to local authority to vary Resource Consent RM080969 and RM080970 or to vary the terms of the Consent Notice without the written consent of Galeo JV Limited or BMP Developments Limited PROVIDED this clause shall only apply if Galeo JV Limited or BMP Developments Limited is a registered proprietor of a dominant lot.
- o. The Owner of a servient lot shall not use or permit the use of the land 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 government agencies or public or private health or education sector agencies.
- p. The Owner of a servient lot shall not use the land for any commercial purpose but "home occupations" allowed in the local authority district plan are permitted.

For the purposes of this clause all forms of industrial type activities (be they home occupations or hobbies or otherwise) are prohibited.

- q. The Owner of a servient lot shall not use the land nor permit such land to be used for intensive livestock farming which shall include but not be limited to the keeping of poultry or pigs for commercial purposes. For the purposes of this clause "intensive livestock farming" shall have the meaning set out in the prevailing local authority district plan.
- r. The Owner of a servient lot shall not use the land for plantation forestry as defined in the prevailing local authority district plan.
- s. Galeo JV Limited shall not be liable for any action it takes or fails to take or for any breach of these restrictions or otherwise and the owners for the time being of the servient lots shall indemnify and keep indemnified Galeo JV Limited and its successors and assigns (other than successors in title after registration of a Memorandum of Transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or under or by virtue of this Land Covenant in respect of the servient lots which have been transferred by Galeo JV Limited to another owner.
- t. Galeo JV Limited 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 owners for the time being of the servient lots shall indemnify and keep indemnified Galeo JV Limited 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 Galeo JV Limited to another owner.
- u. If The Owner of a servient lot or occupier for the time being of any of the allotments affected by these covenants breaches any of the covenants The Owner of a servient lot or occupier shall on written requisition from a lot owner who has the benefit of these covenants (the Dominant Lot owner) forthwith permanently remedy or remove such cause of the breach at the cost of The Owner of a servient lot 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 owners of the Dominant Lot is limited to \$200.00 per day). The liability pursuant to this clause is joint and several as between The Owner of a servient lot and its occupier or invitee.
- v. In the event of there being any dispute as to the scope, interpretation, implementation or meaning of the covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the parties can agree upon one or failing agreement then to the arbitration of two arbitrators one to be appointed by each party to the reference, or their umpire, to be appointed before entering into the business of the reference to arbitration to be carried out under the provisions of the Arbitration Act 1996 or any amendments thereto or any legislation enacted in substitution thereof.

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

- x. If the registered proprietors of any dominant lot should wish to surrender the benefit of any of these covenants then the registered proprietor(s) of the servient lot(s) concerned shall, upon being requested to do so, consent to such surrender and execute such documents and do such things to enable the surrender and registration of it to be effected.



View Instrument Details

Instrument Type Transfer
Instrument No 11190744.2
Status Registered
Date & Time Lodged 09 August 2018 11:13
Lodged By Cook, Chichella Jo

Affected Computer Registers **Land District**
799672 Nelson

Transferors
Galeo JV Limited

Transferees
Shannon Michael Helliwell and Stacey Louise Helliwell

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 Robert Whittle as Transferor Representative on 03/08/2018 10:28 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 Anthony Gilbert Stallard as Transferee Representative on 07/08/2018 10:31 AM

*** End of Report ***