



Instrument TypeTransferInstrument No7697861.1StatusRegistered

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 \checkmark 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

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with \checkmark 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

Client Reference: ojordan001





*** End of Report ***

Client Reference: ojordan001 © Copyright: Land Information New Zealand



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



Affected Computer Registers	Land District		
636508	Nelson		
636509	Nelson		
636510	Nelson		
636511	Nelson		
636513	Nelson		
Annexure Schedule: Contains 6	5 Pages.		
Grantor Certifications			
I certify that I have the authority lodge this instrument	to act for the Grantor and that the party has the legal capacity to authorise me to	V	
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 sho prescribed period	owing the truth of the certifications I have given and will retain that evidence for the	V	
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 Gra	intor Representative on 27/06/2014 10:01 AM		
Grantee Certifications			
I certify that I have the authority lodge this instrument	to act for the Grantee and that the party has the legal capacity to authorise me to	V	
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 Gra	intee Representative on 27/06/2014 10:02 AM		

*** End of Report ***

© Copyright: Land Information New Zealand

Dated 16/07/2014 10:31 am

Annexure Schedule: Page:1 of 6

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 Creetion 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 casement(s) or profit(s) a prondre 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 ad	lditional 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	CT 636508, Lot 20 DP 470630 CT 636509, Lot 21 DP 470630 CT 636510	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 470638 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

Annexure Schedule: Page: 2 of 6

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if Uniose otherwise provided balow, the rights and powers implied in specified classes of essement are those prescribed by the Land Transfer Regulations 2002 and/or Sahadula Five of the Property Law Act 2007 The implied rights and powers are hereby [varied] [negatived] [added to] or [substituted] by: registered under section 150A of the Land Transfer Act 1962} [the provisions set out in Annexure Schedole 1 Covenant provisions Delete phrases in [] and insert Mamorandum number as require; continue in additional Annexure Schedule, if The provisions applying to the specified covenants are those set out in: (Memorandum number registered under section 155A of the Lend Transfer Act 1952) [Annexure Schedule 2]

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

Annexure Schedule: Page:3 of 6

Annexure Schedule

Page 3 of 6 Pages

2009/S043EF APPROVED Registrar-General of Land

Insert	instrument type
AND	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 Galec 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;
 - Any pre-used dweiling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
 - 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.
 - 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).
 - Any buildings of "A" frame construction.
 - 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" un 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.
- The Owner of a servient lot shall not install kitchen garbage grinders/ insinkerators.
 - 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

REF: 7225 - AUCKLAND DISTRICT LAW SOCIETY INC.

Annexure Schedule: Page: 4 of 6

Annexure Schedule

Page 4 of 6 Pages

2009/5043EF APPROVED Registrar-General of Land

Insert instrument type

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 demage.

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 to in the company's required format.
- (iii) shall at all times allow representatives of the management company and its agents, servants of workpeople to enter into or onto the servient lot and buildings for the purposes of maintenance of 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 untisuch 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 jot 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 jot.
- k. The Owner of a servient lot shall not do enything, including any building, construction work, installing sumps or guily 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.
- 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 fot 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 of 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.
- r. 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: Page: 5 of 6

Annexure Schedule

Page 5 of 6 Pages

2009/8043EF 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 not 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.
- 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 lime 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. Galec JV Limited will not be fiable 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 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 of 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.
- 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 erbitrator 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: Page:6 of 6

Annexure Schedule

Page 6 of & Pages

2009/5043EF APPROVED Registrar-General of Land

Insert instrument type
LAND COUNTY ANTS

Continue in additional Amexure 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. 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.

REF: 7225 - AUCKLAND DISTRICT LAW SOCIETY INC.



Instrument No Status

Date & Time Lodged Lodged By Instrument Type 9836588.5 Registered 10 September 2014 09:37 Bennett, Diane Easement Instrument



Affected Computer Registers	Land District				
660245	Nelson				
660246	46 Nelson				
660247	Nelson				
660248	60248 Nelson				
660249	Nelson				
660250	Nelson				
Annexure Schedule: Contains 8	3 Pages.				
Grantor Certifications					
I certify that I have the authority lodge this instrument	to act for the Grantor and that the party has the legal capacity to authorise me to	V			
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 Gra	untor Representative on 10/09/2014 09:29 AM				
Grantee Certifications					
I certify that I have the authority lodge this instrument	to act for the Grantee and that the party has the legal capacity to authorise me to	V			
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					

*** End of Report ***

Annexure Schedule: Page:1 of 8

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

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 Grantse (and, if so stated, in gross) the easement(s) or profit(s) à prondre 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 ad	ditional Annexure Schedule, if require
Purpose (Nature and	Shown (plan	Servient Tenement	Dominant Tenement
extent) of easement; profit or covenant	reference)	(Computer Register)	(Computer Register) or in gross
Land Covenants	Lots 1 to 5 inclusive on DP 476913	660245, Lot 2 DP 476913 CFR 660246,	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

Annexure Schedule: Page: 2 of 8

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 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: , registered under section 155A of the Land Transfer Act 1952] [Memorandum number [Annexure Schedule 1

Annexure Schedule: Page:3 of 8

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

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:
 - Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
 - 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).
 - Any buildings of "A" frame construction.
 - Any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed.
 - 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.
- The Owner of a servient fot 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: Page:4 of 8

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

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.
- I. 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

REF: 7225 - AUCKLAND DISTRICT LAW SOCIETY INC.

Annexure Schedule: Page: 5 of 8

Annexure Schedule

Page 5 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

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.

- 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.
- 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.
- 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: Page:6 of 8

Annexure Schedule

Page 6 of 6 Pages

2009/5043EF APPROVED Registrar-General of Land

	and in a few cases and fermi	Tregional - Centeral of Land
	ert instrument type ement Instrument to Create Land Covenants	
-		
	Continue in additional i	Annexure Schedule, if required
	vest as road or reserve. The Grantee hereby gives consent to any such futi required to give further written consent the Grantee agrees to do so at no cos	ure vestings. If the Grantee is to the Grantor.
w.	If the registered proprietors of any dominant lot should wish to surrende covenants then the registered proprietor(s) of the servient lot(s) concerned do so, consent to such surrender and execute such documents and do such and registration of it to be effected.	shall, upon being requested to
1		

REF: 7225 -- AUCKLAND DISTRICT LAW SOCIETY INC.

BNZ FaxServer

25/08/2014 3:26:17 p.m. PAGE

4/005

Fax Server

Approved by Register-General of Lend under No. 2009/8150 Annexure Schadule - Consum Form Land Transfer Act 1952 section 236(2)

Meent type of instrument "Cavord", "Montgage" etc	
Various relating to deposit of LT Flan 474913	Page of pegas
Consentor Summer must be <u>underlined</u> or in CAPITALS	Councity and interest of Consentor (eg. Canada: under Cerest nullitaringues under Mortgage no.)
Bank of New Zesiand Limited	21 martenese nader Mertyege No. 7697261.2
Compant Delete Land Transfer Act 1951, if inapplicable, and inse Delete words to [] if acconsistent with the consent. State hat deaste of the matter for entire consent is requ	**
Purposed to Section 238(2) of the Land Transfer Act	1952)
- With	A
(Wildram projection to the rights and powers existing o	inder the Interest of the Conservari
pactoure and Lot 45, emodered distructures to creat and I on L.T Pier 476913, executed instrument to c of Turnara District Council, and executes over an instrument to create right to creat make from held of	cit of LT Pinn 476013 including orders for new filles for Lots 1–5 to vertices rights to drain sewage marked A, B, C, D, E, E, C, K rests right to convey water marked I on LT Pinn 476013 in favour of all the 1–5 includes and in favour of Lot 45, easement toward, hird scarces, emit adars, dust, acide and drift from at 3 DP 13460 and Fart Lot 2 DP 14567 LFR 186567, and consent of 1 in 5 inclusive
	12 12 12 12 12 12 12 12 12 12 12 12 12 1
Detect this 25 day of Augus	A 2014
SIGNED for and or renew	
BANKIOF NEW KEALAINE	Signed in my pression by the Consessor
PA His preasures A	Signature of Witness
I The Cold Add Cold Cold Cold Cold Cold Cold Cold Co	Witness to complete in BLOCK letters (unless teglisly printed)
	*** Commence (Sealing)
Walter and the second light of the second ligh	Occupation Habet Crederium Mutheren Bank Office Benk of New Traines Address Wellenbour
Signature of Consentor	

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

REF: 1020 - AUCKLAND DISTRICT LAW SOCIETY

25/08/2014 3:26:17 p.m. PAGE

5/005

Fax Server



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Quality Assurance Officer of Wellington, New Zealand

- That by deed dated 12 July 2005, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed me its attorney.
- 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 Weigngton this

25 AUGUST 2014

[Full name]/



Instrument No Status

Date & Time Lodged Lodged By Instrument Type 10123288.7 Registered 11 September 2015 11:38 Bennett, Diane

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 lodge this instrument	to act for the Grantor and that the party has the legal capacity to authorise me to	V
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 Gra	ntor Representative on 11/09/2015 10:33 AM	
Grantee Certifications		
I certify that I have the authority lodge this instrument	to act for the Grantee and that the party has the legal capacity to authorise me to	V
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 Gra	intee Representative on 11/09/2015 10:34 AM	
	*** Fnd of Report ***	

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

Annexure Schedule: Page:1 of 6

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

regional Seneral St Zana

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) a 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	T	Continue in additional Annexure Schedule, if re-						
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	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					

Annexure Schedule: Page: 2 of 6

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 fire 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 nereby [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 2]

Annexure Schedule: Page: 3 of 6

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

- 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:
 - Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
 - 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.
 - 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.
 - Any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed.
 - 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.

REF: 7225 - AUCKLAND DISTRICT LAW SOCIETY INC.

Annexure Schedule: Page: 4 of 6

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

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.

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.
- 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.
 - 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

Annexure Schedule

Page 5 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

- 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 loca 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.
- 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.
- 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: Page:6 of 6

Annexure Schedule

Page 6 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 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. 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.

REF. 7225 - AUCKLAND DISTRICT LAW SOCIETY INC.



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



Affected Computer Registers	Land District	
733436	Nelson	
733437	Nelson	
733438	Nelson	
733439	Nelson	
733440	Nelson	
Annexure Schedule: Contains 6	9 Pages.	
Grantor Certifications		
I certify that I have the authority lodge this instrument	to act for the Grantor and that the party has the legal capacity to authorise me to	V
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V
I certify that any statutory provis or do not apply	sions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence sho prescribed period	owing the truth of the certifications I have given and will retain that evidence for the	V
Mortgage 341734.3 is being disc	charged/extinguished in a prior dealing or in the same dealing	V
I certify that the Mortgagee under	er Mortgage 7697861.2 has consented to this transaction and I hold that consent	V
Signature		
-	intor Representative on 17/05/2016 09:24 AM	
Grantee Certifications		
I certify that I have the authority lodge this instrument	to act for the Grantee and that the party has the legal capacity to authorise me to	V
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V
I certify that any statutory provis or do not apply	sions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence sho prescribed period	owing the truth of the certifications I have given and will retain that evidence for the	V
Signature		
Signed by Robert Whittle as Gra	intee Representative on 17/05/2016 09:25 AM	
	*** Fud of Report ***	

*** End of Report ***

Annexure Schedule: Page:1 of 6

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 Approval BARCODE 07/6225 Nelson 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) a 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 day of 2016 Attestation Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Signature [common seal] of Grantor Address Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Signature [common seal] of Grantee **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.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule: Page:2 of 6

Approved by Registrar-General of Land under No. 2007/6225 Annexure Schedule 1



Easement instrument	Dated	May 2016	Page Q 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
Easements or <i>profits à p</i> rights and powers (incluterms, covenants, and co	ding onditions)	number as required. Continue in additional required.	and insert memorandum Annexure Schedule if
prescribed by the Land	Fransfer Regulations 2002 an	d/or the Fifth Schedule of the	,
	owers are [varied] [negative		- 1-
(Memorandum number (the provisions set out in	, registe Annexure Schedule 2]:	ered under section 100A of	the Land Transfer Act 1952]:
Covenant provisions Delete phrases in [] and i Continue in additional Ann	insert memorandum number a exure Schedule if required.	as required.	
The provisions applying	to the specified covenants ar	e those set out in:	

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

, registered under section 155A of the Land Transfer Act 1952]

[Memorandum number

[Annexure Schedule 2].

Annexure Schedule: Page: 3 of 6

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

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

insert type of instrument "Mortgage", "Transfer", "Lease" etc							10	.40L	5.8
land covenants	Dated	and	May	2016	Page	3	of	6	Pages
					•				
		(C	ontinu	e in additional Ani	exure S	che	dule	, if re	auired)

ANNEXURE SCHEDULE 2

LAND COVENANTS **GALEO JV LIMITED** OFF GALEO ROAD - LOTS 7, 8, 9 and 10 DP 496538

- 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.
- 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.
- 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:
 - Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
 - 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).
 - Any buildings of "A" frame construction. ìv.
 - Any building or structure with exposed pole construction or exposed basement areas to the intent that ٧. such sub-floor area shall be fully enclosed.
 - Any above ground swimming pool unless enclosed within the structure of the dwelling or within a νi. separate structure or decking.
- 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.
- 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.
- 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.

Annexure Schedule: Page:4 of 6

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



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

"Mortgage", "Transfer", "Lease" etc							·in	
land covenants	Dated	and	Mary	Page	4	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.
- The Owner of a servient lot shall not install kitchen garbage grinders/ insinkerators.
 - 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.

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.
- 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.

Annexure Schedule: Page: 5 of 6

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

Dated

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

land covenants

			600	02/50 ADL	732 [5]
Jural (May 2016	Page	5	of	6	Pages

(Continue in additional Annexure Schedule, if required)

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 tot 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 tot.
- 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.
- The Owner of a servient lot shall not use the land for plantation forestry as defined in the prevailing local authority district plan.
- s. Gaieo 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.
- 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.

Annexure Schedule: Page:6 of 6

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



Insert type of instrument

"Mo	rtgage", "Transfer", "Leas	e" etc						_	.4	OLS:
land	covenants	Dá	ated	<u>and</u>	(10H 2016		Page	6	of 6	Pages
					ontinue in ad					
u.	If The Owner of a service covenants breaches any of from a lot owner who has remedy or remove such of indemnity basis including against the Dominant Lot who has made such requirements or non-observance written demand is made to this paragraph to multiple this clause is joint and seving the covenance of the clause is such as services.	of the covenants the benefit of the bright o	ts The of thes each charg partic dated com an the Domin	e Owner of se covenar at the cost ges for en es because damages nd after th owner (to nant Lot is	a servient lonts (the Domits (the Domits of The Own- forcing the re- e of such breathe sum of \$2 e date 20 withe intent tha limited to \$20	t or occupied in antitot of a service as a s	er shall wher) for ient lot deal of the day for the ayable ay). The	on worthworthworthwoodling to Domeone ever the ever the domeone ever the ever the domeone ever the	ritten re ccupier with an inant L ry day i ale up ny pers pility pu	equisition manently on a ful ly claims ot owne that such on which
v.	In the event of there being covenants aforesaid the agree upon one or failing party to the reference, or arbitration to be carried or any legislation enacted in	same shall be agreement the their umpire, their out under the p	submen to to be a provisi	nitted to the the arbitrated appointed to ons of the	e arbitration ition of two a before enterir	of a single rbitrators on g into the	arbitra ne to b busines	tor if e ap s of	the pa pointed the refe	irties car by each erence to
w.	Should any servient Lot acknowledges that from t lot these covenants shall vest as road or reserve. required to give further wr	he date of app terminate and The Grantee	oroval cease hereb	as to surv e to apply y gives co	ey of any ful- in respect of nsent to any	ure plans o such parts such future	f subdiv of the vesting	vision servid gs. l	of any ent Lot f the G	servieni s as may
x.	If the registered propriet covenants then the regist so, consent to such surre registration of it to be effe	ered proprietor nder and exec	(s) of	the servie	nt lot(s) conce	erned shall,	upon b	eing	requés	ted to do
12.	hie Annovuro Schodulo ie ne	Ad ac an av			ment allei	na unetica a	nd nith		im valdes s	

solicitors must sign or initial in this box.



Instrument No Status Date & Time Lodged Lodged By Instrument Type 10685022.4 Registered 20 March 2017 14:28 Bennett, Diane 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 lodge this instrument	to act for the Grantor and that the party has the legal capacity to authorise me to	V
l certify that l have taken reasona instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V
I certify that any statutory provis or do not apply	ions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence shorprescribed period	wing the truth of the certifications I have given and will retain that evidence for the	V
Caveat 10388928.8 does not app	ly to the estate or interest affected by this transaction	V
I certify that the Mortgagee unde	er Mortgage 7697861.2 has consented to this transaction and I hold that consent	V
Signature		
ç,	ntor Representative on 11/04/2017 03:37 PM	
Grantee Certifications		
1 certify that 1 have the authority lodge this instrument	to act for the Grantee and that the party has the legal capacity to authorise me to	V
1 certify that 1 have taken reasona instrument	able steps to confirm the identity of the person who gave me authority to lodge this	*
l certify that any statutory provis or do not apply	ions specified by the Registrar for this class of instrument have been complied with	V
Legify that I hold evidence sho	wing the truth of the certifications I have given and will retain that evidence for the	~
prescribed period		
•		

*** End of Report ***

Annexure Schedule: Page:1 of 7

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 Develop	nents Limited		
Grantee		 	
BMP Develope	ments 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 ensement(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 Shown (plan reference) Servient Tenement Dominant Tenement easement; profit or covenant (Computer (Computer Register) or Register) in gross Lots 14, 15, 16, 17 and 18 DP 506702 Lots 14, 15, 16, 17 and 18 DP 506702 Land Covenants Lot 45 DP 506702 CFR 771782, and CFRs 771704, 771705, CFRs 771704, Lots 14, 15, 16, 17 and 771706, 771707, and 771708 771705, 771706, 18 DP 506702 771707, and CFRs 771704, 771705, 771708 771706, 771707, and 771708

Annexure Schedule: Page:2 of 7

asement	s or <i>profits à prendr</i> e rights and powers (including terms, covenants and
onditions	s)
elete phras equired	es in [] and insert memorandum number as required; continue in additional Annexure Schedule, if
Unless oth prescribed	erwise provided below, the rights and powers implied in specified classes of easement are the by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Aut 2007
The implie	d rights and powers are bereby (varied) [negatived] [added to] or [substituted] by:
[Memoran	dum number , registered under section 155A of the Land Transfer Act 1952]
the provis	ions set out in Annexure Schedule]
ovenant	provisions
elete phras equired	es in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if
The provis	ions applying to the specified covenants are those set out in:
[Memoran	dum number , registered under section 155A of the Land Transfer Act 1952]
[the Annex	zure Schedule attached]

Annexure Schedule: Page:3 of 7

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:
 - 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).
 - Any buildings of "A" frame construction.
 - 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.
- 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.

Annexure Schedule: Page:4 of 7

- 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

Annexure Schedule: Page: 5 of 7

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.
- 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 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.

Annexure Schedule: Page:6 of 7

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 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.

Annexure Schedule: Page: 7 of 7

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 Status Date & Time Lodged Lodged By Instrument Type 10916879.8 Registered 26 February 2018 14:21 Bennett, Diane 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 lodge this instrument	to act for the Grantor and that the party has the legal capacity to authorise me to	V
l certify that l have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V
l certify that any statutory provis or do not apply	sions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence sho prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	V
I certify that the Caveator under and I hold that consent	Caveat 10388928.8 has consented to this transaction, which is subject to the Caveat.	V
Signature		
•	intor Representative on 07/02/2018 09:53 AM	
Grantee Certifications		
l certify that l have the authority lodge this instrument	to act for the Grantee and that the party has the legal capacity to authorise me to	V
certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument		
1 certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply		V
l certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period		
Signature		

*** End of Report ***

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

Annexure Schedule: Page:1 of 7

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

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

ᅋ	ranior	
	BMP Developments Limited	
_		
Gr F	rantee	
	BMP Developments Limited	
1		

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)

chedule 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 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 DI 514913 CFRs 799667, 799668, 799669,799670, 799671, 799672, 799673, 799674, 799675, 799676, 799677, 799678 and 799679

Annexure Schedule: Page:2 of 7

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

	19 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
inless other rescribed t	wise provided below, the rights and powers implied in specified classes of easement are to y the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007
he implied	rights and powers are hereby [varied] [negatived] [added-to] or [substituted] by:
Memorand	m number, registered under section 155∧ of the Land Transfer Act 1952
the provisi	ns set out in Annexure Schedule]
venant n	nvisions
-	
ete phrases	ovisions in [] and insert Memorandum number as require: continue in additional Annexure Schedule, if
ete phrases	
ete phrases vired	
ete phrases vired The provisi	in [] and insert Memorandum number as require: continue in additional Annexure Schedule, if ons applying to the specified covenants are those set out in:
ete phrases vired The provisi	in [] and insert Memorandum number as require: continue in additional Annexure Schedule, if
ete phrases vired The provisi	ons applying to the specified covenants are those set out in: 1. registered under section 155A of the Land Transfer Act 1952]
ete phrases vired The provisi	in [] and insert Memorandum number as require: continue in additional Annexure Schedule, if ons applying to the specified covenants are those set out in:
ete phrases uired The provisi	ons applying to the specified covenants are those set out in: 1. registered under section 155A of the Land Transfer Act 1952]
uired The provisi	ons applying to the specified covenants are those set out in: 1. registered under section 155A of the Land Transfer Act 1952]

Annexure Schedule: Page:3 of 7

Annexure Schedule 2

Page 3 of 3 Pages

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:
 - 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.
 - 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:

Annexure Schedule: Page:4 of 7

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 II
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.
- 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.

Annexure Schedule: Page: 5 of 7

(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.
- 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 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.

Annexure Schedule: Page:6 of 7

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.

Annexure Schedule: Page: 7 of 7

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 TypeTransferInstrument No11190744.2StatusRegistered

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 \overline{V} 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 **V** 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 ***

Client Reference: ojordan001
© Copyright: Land Information New Zealand