



Instrument Type	Transfer
Instrument No	7697861.1
Status	Registered
Date & Time Lodged	08 February 2008 09:36
Lodged By	Phillips, David
Affected Computer Registers	Land District
352535	Nelson

NL6D/1182 Nelson

Transferors

Carter Holt Harvey Limited

Transferees

BMP Developments Limited

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor and that the party has the legal capacity to authorise me to \mathbf{V} lodge this instrument

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

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with \mathbf{M} 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 \mathbf{V} 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 \mathbf{V} lodge this instrument

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

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with \mathbf{M} 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 \mathbf{V} prescribed period

Signature

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





*** End of Report ***



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 Pages.

Grantor Certifications	
I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument	₹
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	×
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	Ø
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	X
I certify that the Mortgagee under Mortgage 7697861.2 has consented to this transaction and I hold that consent	X
Signature	
Signed by Robert Whittle as Grantor Representative on 27/06/2014 10:01 AM	

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument	V
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	2
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	97
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	V

Signature

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

*** End of Report ***

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

	2009/6229EF
į	APPROVED
Regis	trar-General of Land

Granter

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 Grantes (and, if so stated, in gross) the essement(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

ichedule A			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
and Covenants		CT 636608, Lot 20 DP 470630 CT 636509,	Lot 45 DP 470630 CT 636513, Lot 19 DP 470630 CT 636508, Lot 20 DP 470630 CT 636509, Lot 21 DP 470630 CT 636510, Lot 28 DP 470630 CT 635511

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

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

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

Uniocs-otherwise provided balow, the rights and powers implied in specified classes of essement 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:

[Memorandummumber , registered under section 156A of the Land Transfer Act 1952]

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 bend Transfer Act 1952)

[Annexure Schedule 2]

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

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Annexure Schedule

Page 3 of & Pages

Insert instrument type AND COVENANTS

£		Continue în additional Annexure Schedule, if required
		ANNEXURE SCHEDULE 2
LAN	10 CC	IVENANTS
a,	proy con	Owner of a servient lot must commence the building of any dwelling on the servient lot no later than 3 rs after the date the lot is transferred by the developer Galec JV Limited and thereafter substantial gress shall not be delayed for any period exceeding 3 months. The Owner of a servient lot must ensure spletion of construction is carried out within 12 months of the date of laying of the foundations for any ding and including all works such as fencing and a driveway for vehicle access.
ð.	C0:J	temporary (or mobile) accommodation is permitted to be used on a servient lot other than during the rise of construction of the dwelling and not in any case beyond 12 months from the date of the imencement of laying the foundations for the dwelling.
Ċ,	The to b	Owner of a servient lot shall not for a period of 30 years from the date of this instrument erect or permit e erected upon the property:
	i	Any pre-used dweiling or structure on any dweiling or structure or other building substantially constructed of or clad in used material.
	li,	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.
	80	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.
	٧.	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.
đ,	For auth	the purpose of these covenants "dwelling" shall have the meaning set out in the prevailing local ority 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 build platforms marked "V" on Lot 19, "U" on Lot 20, "W" on Lot 21 and "X" on Lot 28 on DP 470630.	
i.	non-	Owner of a servient lot must ensure that all buildings shall contain separate plumbing for potable and potable water use. The purpose of this is to ensure rain water is still used for non-potable uses once a e reticulated supply is available.
g .	The each	Owner of a servient lot must ensure that water tanks shall either be incorporated into the structure of a weiling/building or buried.
٦.	The	Owner of a servient lot shall not install kitchen garbage grinders/ insinkerators.
	The work	Owner of a servient lot shall not damage or permit to be damaged by its tenants, agents, contractors, man or invitees any landscaping, roading, footpaths, curbs, channel or other structures created as part

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Insert Instrument type LAND COVENANTS

Continue in additional Annexure Schedule, If required

-		Conunue in additional Antisexure Schedule, it required
	of t rect	he subdivision and in the event of any such damage shall be responsible for any costs incurred in ifying such demage.
i.	The	Owner of a servient lot shall at all times
	(0	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 tot 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 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 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.
ĸ.	The Owner of a servient lot shall not do anything, including any building, construction work, in sumps or gully traps that cause excess amounts of stormwater to flow into and overload the s system. In addition the Owner of a servient lot shall indemnity Galeo JV limited for all costs incur Galeo JV Limited in respect of any abatement notice issued on Galeo JV limited by the local auth respect of overloading the sewage system that is caused by an owner of a servient lot breaching clause.	
i.	The in the	Owner of a servient lot shall at all times comply with the conditions of the Consent Notice provided to a subdivision and land use consents and registered on the title to the lot contemporaneously herewith.
m.	RM0 BMP	Owner of a servient lot shall not apply to local authority to vary Resource Consent RM080969 and 80970 or to vary the terms of the Consent Notice without the written consent of Galeo JV Limited of Developments Limited PROVIDED this clause shall only apply if Galeo JV Limited or BMP lopments Limited is a registered proprietor of a dominant lot.
r.	The purp	Owner of a servient lot shall not use or permit the use of the land for other than private residential uses to the intent that such property shall not be used for institutional residential purposes or as a

REF: 7225 - AUCKLAND DISTRICT LAW SOCIETY INC.

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2009/S043EF APPROVED Registrar-General of Land

Insert instrument type LAND COVENANTS

Continue in additional Annexure Schedule, if required

	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.
0.	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 pennitted. For the purposes of this clause all forms of industrial type activities (be they home occupations or hobbles or otherwise) are prohibited.
p	The Owner of a servient lot shall not use the land nor permit such land to be used for intensive livestock farming which shall include but not be limited to the keeping of poultry or pigs for commercial purposes. For the purposes of this clause "intensive livestock farming" shall have the meaning set out in the prevailing local authority district plan.
q.	The Owner of a servient lot shall not use the land for plantation forestry as defined in the prevailing local authority district plan.
	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.
6	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 legel 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.
1.	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 iot 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 to 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.
a.	In the event of there being any dispute as to the scope, interpretation, implementation or meaning of the covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the parties can agree upon one or failing agreement then to the arbitration of two arbitrators one to be appointed by each party to the reference, or their umpire, to be appointed before entering into the business of the reference to arbitration to be carried out under the provisions of the Arbitration Act 1995 or any amendments thereto or any legislation enacted in substitution thereof.
V.	Should any servient Lot be subdivided in the future the Grantee as owner of a dominant Lot hereby acknowledges that from the date of approval as to survey of any future plens 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
	7225 - AUCKLAND DISTRICT (AW SOCIETY INC

Page 6 of 6 Pages

Insert instrument type

LAND CALENANTS

Continue in additional Annexure Schedule, if					
	vest as road or reserve. The Grantee hereby gives consent to any such future vestinos. If the Grantee is				
	required to give further written consent the Grantee agrees to do so at no cost to the Grantor.				
w.	If the registered proprietors of any dominant lot should wish to surrender the benefit of any of these covenants then the registered proprietor(s) of the servient lot(s) concerned shall, upon being requested to do so, consent to such surrender and execute such documents and do such things to enable the surrender and registration of it to be effected.				

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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	Nelson	
660247	Nelson	
660248	Nelson	
660249	Nelson	
660250	Nelson	

Annexure Schedule: Contains 8 Pages.

Grantor Certifications	
I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument	×
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	X
l certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	9
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	V
Signature	
02 and her Dahard 11/12/de an Character Discourse from an 10/00/2014 00:20 A34	

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

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument	X
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	V
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	×
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	7

Signature

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

*** End of Report ***

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

2009/6229EF APPROVED Registrar-General of Land

Grantor

BMP Developments Limited

Grantee

BMP Developments Limited

Grant of Easement or Profit à prendre or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the eacement(s) or profit(s) & 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 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	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

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

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:

[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 spec	cified covenants are those set out in.
[Memorandum number	, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule

1

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

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Insert instrument type

Easement Instrument to Create Land Covenants

		Continue in additional Annexure Schedule, if required
		ANNEXURE SCHEDULE 2
LAN		(ENANTS
a.	year prog com	Owner of a servient lot must commence the building of any dwelling on the servient lot no later than 3 s after the date the lot is transferred by the developer Galeo JV Limited and thereafter substantia ress shall not be delayed for any period exceeding 3 months. The Owner of a servient lot must ensure pletion of construction is carried out within 12 months of the date of laying of the foundations for any ing and including all works such as fencing and a driveway for vehicle access.
ь.	cour	emporary (or mobile) accommodation is permitted to be used on a servient lot other than during the se of construction of the dwelling and not in any case beyond 12 months from the date of the nencement of laying the foundations for the dwelling.
c.		Owner of a servient lot shall not for a period of 30 years from the date of this instrument erect or permit erected upon the property:
	i.	Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
	ĬĬ.	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.
	Di.	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).
	Ì۷.	Any buildings of "A" frame construction.
	٧.	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.		the purpose of these covenants "dwelling" shalt have the meaning set out in the prevailing local ority district plan at the date of application for a building consent for a dwelling on the land.
e.	The plati	Owner of a servient lot shall not erect any building on a servient lot except within the identified building orms 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.	non-	Owner of a servient lot must ensure that all buildings shall contain separate plumbing for potable and potable water use. The purpose of this is to ensure rain water is still used for non-potable uses once a e reticulated supply is available.
g.		Owner of a servient lot must ensure that water tanks shall either be incorporated into the structure of a dwelling/building or buried.
h.	The	Owner of a servient lot shall not install kitchen garbage grinders/ insinkerators.
Ì.		Owner of a servient lot shall not damage or permit to be damaged by its tenants, agents, contractors, man or invitees any landscaping, roading, footpaths, curbs, channel or other structures created as part

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2009/5043EF APPROVED

Insert instrument type

Easement Instrument to Create Land Covenants

					Q and					v vv		a n na dien	
of the subdivision and	in the	event of	any	such	damage	shall	be	responsible	for	any	costs	incurred	i in
rectifying such damage	•				_								

Continue in additional Annexure Schedule, if required

The Owner of a servient lot shall at all times

whilst they remain an owner of the servient lot become and remain a member of the residents (i) 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.

- contemporaneously with the transfer of the property enter into the written Sewage Treatment Service (ii) Agreement with the management company relating to wastewater disposal from the servient lot in the company's required format.
- shall at all times allow representatives of the management company and its agents, servants or (iii) 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 shalf 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.
- not be capable of selling, transferring or otherwise disposing of their shares in the management (V) 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.
- The Owner of a servient lot shall not apply to local authority to vary Resource Consent RM080969 and FD. 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.

The Owner of a servient lot shall not use or permit the use of the land for other than private residentia n. 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.

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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. ο. 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. 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 loca 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 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 o 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 writter 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. In the event of there being any dispute as to the scope, interpretation, implementation or meaning of the lu. 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 of 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 lot these covenants shall terminate and cease to apply in respect of such parts of the servient Lots as may

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insert instrument type

Easement Instrument to Create Land Covenants

	Continue in additional Annexure Schedule, if required
	vest as road or reserve. The Grantee hereby gives consent to any such future vestings. If the Grantee is required to give further written consent the Grantee agrees to do so at no cost to the Grantor.
w.	If the registered proprietors of any dominant lot should wish to surrender the benefit of any of these covenants then the registered proprietor(s) of the servient lot(s) concerned shall, upon being requested to do so, consent to such surrender and execute such documents and do such things to enable the surrender and registration of it to be effected.

REF: 7225 - AUCKLAND DISTRICT LAW SOCIETY INC.

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Approved by Register-General of Land under No. 2003/6150
Annexure Schedule - Consem Form
Land Transfer Act 1952 seation 238(2)



of

pegaa

heert type of instrument "Cavora", "Mortgage" etc Various relating to depash of LT Plan 476913

Capacity and interest of Conservor (69. Cavador Under Devisit no/Morlgages under Norlgage no.)

Page

Consentor Simamic nuisi be <u>underlined</u> or in GAPITALS Bank of New Zonland Limited



Conserts Delete Land Transfer Act 1952, if inseptionible, and insert name and date of syphistican Act. Delete words in [] If inconsistent with the consert. State foll decisits of the matter for which consert is required.

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Pursuant to (section 238(2) of the Land Transfer Act	1952)
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Signature of Concentor	1

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

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CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Zealand , Quality Assurance Officer of Wellington, New

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

Sharon Anne Hadilat

SIGNED at Weighgton this

25 AUGUST 2014

[Full name],

WILGFILE 46680960 SRTICERTIFICATE OF NOH doc



Instrument No Status Date & Time Lodged Lodged By Instrument Type

10123288.7 Registered 11 September 2015 11:38 Bennett, Diane Easement Instrument



Affected Computer Regis	ters Land District
702532	Nelson
702533	Nelson
702534	Nelson
702535	Nelson
702536	Nelson

Annexure Schedule: Contains 6 Pages.

Grantor Certifications	
I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument	7
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	ø
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	X
I certify that the Mortgagee under Mortgage 7697861.2 has consented to this transaction and I hold that consent	X
Signature	
Signed by Robert Whittle as Grantor Representative on 11/09/2015 10:33 AM	

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument	V
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	2
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	97
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	×.

Signature

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

*** End of Report ***

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

2009/6229EF APPROVED Registrar-General of Land

Grantor

BMP Developments Limited

Grantee

BMP Developments Limited

Grant of Easement or Profit à prendre or Creation of Covenant

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; 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

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

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 im specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Pive of the Property Law Act 2007

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

[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]

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

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
3.	year prog com	Owner of a servient lot must commence the building of any dwelling on the servient lot no later than 3 s after the date the lot is transferred by the developer Galeo JV Limited and thereafter substantial ress shall not be delayed for any period exceeding 3 months. The Owner of a servient lot must ensure pletion of construction is carried out within 12 months of the date of laying of the foundations for any ling and including all works such as fencing and a driveway for vehicle access.
b.	cour	emporary (or mobile) accommodation is permitted to be used on a servient lot other than during the se of construction of the dwelling and not in any case beyond 12 months from the date of the mencement of laying the foundations for the dwelling.
с.		Owner of a servient lot shall not for a period of 30 years from the date of this instrument erect or permit e erected upon the property:
	i.	Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
	ii.	More than one permanent dwelling PROVIDED THAT a second dwelling for dependent relatives shall be permitted subject to the consent of the prevailing local authority.
	ili.	Any building or dwelling that exceeds the height consented to by the local authority or 7.5 metres above the ground level of the building platform on the servient lot (whichever height is the lesser).
	iv.	Any buildings of *A* frame construction.
	v.	Any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed.
	vi.	Any above ground swimming pool unless enclosed within the structure of the dwelling or within a separate structure or decking.
d.		the purpose of these covenants "dwelling" shall have the meaning set out in the prevailing loca crity district plan at the date of application for a building consent for a dwelling on the land.
e.		Owner of a servient lot shall not erect any building on a servient lot except within the identified building forms marked "AA" on Lot 6, "AB" on Lot 11, "AC" on Lot 12, and "AD" on Lot 13 on DP 488997.
f.	non-	Owner of a servient lot must ensure that all buildings shall contain separate plumbing for potable and potable water use. The purpose of this is to ensure rain water is still used for non-potable uses once a re reticulated supply is available.
g.		Owner of a servient lot must ensure that water tanks shall either be incorporated into the structure of h dwelling/building or buried.
h.	The	Owner of a servient lot shall not install kitchen garbage grinders/ insinkerators.
1		

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				
	workr of the	Dwner of a servient lot shall not damage or permit to be damaged by its tenants, agents, contractors nan or invitees any landscaping, roading, footpaths, curbs, channel or other structures created as part a subdivision and in the event of any such damage shall be responsible for any costs incurred in ying such damage.				
j.	The (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 .	sump syste Gale	Owner of a servient lot shall not do anything, including any building, construction work, installing os or gully traps that cause excess amounts of stormwater to flow into and overload the sewage im. In addition the Owner of a servient lot shall indemnify Galeo JV limited for all costs incurred by o JV Limited in respect of any abatement notice issued on Galeo JV limited by the local authority in act of overloading the sewage system that is caused by an owner of a servient lot breaching this ie.				
I.		Owner of a servient lot shall at all times comply with the conditions of the Consent Notice provided for a subdivision and land use consents and registered on the title to the lot contemporaneously herewith.				
m.	RM0 BMP	Owner of a servient lot shall not apply to local authority to vary Resource Consent RM080969 and 80970 or to vary the terms of the Consent Notice without the written consent of Galeo JV Limited or Developments Limited PROVIDED this clause shall only apply if Galeo JV Limited or BMP clopments Limited is a registered proprietor of a dominant lot.				
L		· · · · · · · · · · · · · · · · · · ·				

REF: 7225 - AUCKLAND DISTRICT LAW SOCIETY INC.

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

 allowed in the local authority district plan are permitted. For the purposes of this clause all forms of industrial type activities (be they home occupations or hobbies or otherwise) are prohibited. p. The Owner of a servient lot shall not use the land nor permit such land to be used for intensive livestock farming which shall include but not be limited to the keeping of poultry or pigs for commercial purposes. For the purposes of this clause "intensive livestock farming" shall have the meaning set out in the prevailing local authority district plan. q. The Owner of a servient lot shall not use the land for plantation forestry as defined in the prevailing local authority district plan. 	ń.	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.
 farming which shall include but not be limited to the keeping of poultry or pigs for commercial purposes. For the purposes of this clause "intensive livestock farming" shall have the meaning set out in the prevailing local authority district plan. q. The Owner of a servient lot shall not use the land for plantation forestry as defined in the prevailing local authority district plan. r. Galeo JV Limited shall not be liable for any action it takes or fails to take or for any breach of these restrictions or otherwise and the owners for the time being of the servient lots shall indemnify and keep indemnified Galeo JV Limited and its successors and assigns (other than successors in title after registration of a Memorandum of Transfer) from any costs, claims, suits, demands, liabilities or otherwise howscever 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 than successors in title after registration of a Memorandum of Transfer) from any costs, claims, suits, demands or liabilities or otherwise howscever arising out or or under or by virtue of this instrument in respect of any lots which have been transferred by Galeo JV Limited to another owner. t. If The Owner of a servient lot or occupier for the time being of any of the allotments affected by these covenants (the Dominant Lot owner) who has the beeft of these covenants (the Dominant Lot owner) or occupier on a full indemnify 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 brea	o.	allowed in the local authority district plan are permitted. For the purposes of this clause all forms of
 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 time being of the servient lots shall indemnify and keep indemnified Galeo JV Limited and its successors and assigns (other than successors in tille after registration of a Memorandum of Transfer) from any costs, claims, suits, demands, liabilities or otherwise howscever 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 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 othenwise howscever 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 apayable by the Dominant Lot owner (to the inter that, the table payable by any person under this paragraph to multiple owners of the Dominant Lot owner (to the inter that the total payable by any person under this paragraph to multiple owners of the Dominant Lot owner of a servient lot and its occupier or invitee. If The Owner of the time being any dispute as to the scope, interpretation, implementation or meaning of the covenants afore	p.	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
 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 tille 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 of 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 tile 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 the instrument in respect of any lots which have been transferred by Galeo JV Limited to another owner. t. If The Owner of a servient lot or occupier for the time being of any of the allotments affected by these covenants breaches any of the covenants. The Owner of a servient lot or occupier shall on written requisition from a lot owner who has the benefit of these covenants (the Dominant Lot owner) forthwith permanently remedy or remove such cause of the breach at the cost of The Owner of a \$200.00 per day for occupier or 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 \$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 of a servient lot and its occupier or invitee. u. In the event of there being any disput	q.	
 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 Downer 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 car 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 referenc	Γ.	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
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 covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the parties car 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 	t .	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.
	u.	covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the parties car 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 o
	v .	

REF: 7225 + AUCKLAND DISTRICT LAW SOCIETY INC.

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

	Canitrine in additional Annexure Schedule, il 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.
v.	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 Easement Instrument



Land District
Nelson

Annexure Schedule: Contains 6 Pages.

Grantor Certifications	
I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument	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	ø
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	X
Mortgage 341734.3 is being discharged/extinguished in a prior dealing or in the same dealing	X
I certify that the Mortgagee under Mortgage 7697861.2 has consented to this transaction and I hold that consent	7
Signature	
Signed by Robert Whittle as Grantor Representative on 17/05/2016 09:24 AM	

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument	Ŷ
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	V
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	¥7
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	×.

Signature

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

*** End of Report ***

Easement instrument to grant e	gistrar-General of Land under No. 2007/6225 pasement or profit à prendre, or create land covenant 90A and 90F, Land Transfer A <u>ct</u> 1952
Land registration district	(a Conce)
Nelson	BARCODE
Grantor	Surname(s) must be <u>underlined</u> or in CAPITALS
BMP Developments Limited	
Grantee	Surname(s) must be <u>underlined</u> or in CAPITALS
BMP Developments Limited	
Grant* of easement or <i>profit à prendre</i> or	creation or covenant
Grantee (and, if so stated, in gross) the e	etor of the servient tenement(s) set out in Schedule A, grants to the easement(s) or <i>profit(s) à prendre</i> set out in Schedule A, or creates with the rights and powers or provisions set out in the Annexure
Dated this and day of	V(U) 2016
Attestation	<u> </u>
	Signed in my presence by the Grantor
	Signature of wilness
	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

[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

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	rX	e Schedule 1	
Easement instrument		May 2016	Page Q of E
Schedule A		(Continue in additional ,	Annexure Schedule
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant ter (Identifier/CT <i>ol</i>
Land Covenants	Lot 7 DP 496538 Lot 8 DP 496538 Lot 9 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 CFR 733436
Easements or <i>profits à l</i> rights and powers (inclu terms, covenants, and c	uding :onditions)	Delete phrases in [] number as required. Continue in additionel required.	i Annexure Scheduk
rights and powers (inclu terms, covenants, and c Unless utherwise provi prescribed by the Land The implied rights and (Memorandum number	uding conditions) ided below, the rights and p Transfer Regulations 2002 a powers are (varied) (negativ	number as required. Continue in additionel required. wers implied in specific cla nd/or the Fifth Schedule of t	I Annexure Schedule asses of easement he Property Law Aci ted] by:
rights and powers (inclu terms, covenants, and c Unless utherwise provi prescribed by the Land The implied rights and (Memorandum number (Memorandum number (Memorandum number (Memorandum number Covenant provisions Delete phrases in [] and Continue in additional An	uding conditions) Transfer Regulations 2002 a powers are [varied] [negativ , regis n Annexure Schedule 2]. insert memorandum number nexure Schedule if required.	number as required. Continue in additional required. owers implied in specific da nd/or the Fifth Schedule of t edj [added to] or [substitue tered under section 155A of	I Annexure Schedule asses of easement he Property Law Aci ted] by:
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		Approved by Registrar-General of Land under No. 2002/5032 Annexure Schedule
	coven	'. "Transfer", "Lease" etc ADLS" ants Dated Dated Mail 2016 Page 3 of 6 Pages
,		(Continue in additional Annexure Schedule, if required)
		ANNEXURE SCHEDULE 2
		LAND COVENANTS GALEO JV LIMITED OFF GALEO ROAD - LOTS 7, 8, 9 and 10 DP 496538
a.	years progr comp	Owner of a servient lot must commence the building of any dwelling on the servient lot no later than 3 after the date the lot is transferred by the developer Galeo JV Limited and thereafter substantial ess shall not be delayed for any period exceeding 3 months. The Owner of a servient lot must ensure eletion of construction is carried out within 32 months of the date of laying of the foundations for any ing and including all works such as fencing and a driveway for vehicle access.
b.	cours	emporary (or mobile) accommodation is permitted to be used on a servient lot other than during the se of construction of the dwelling and not in any case beyond 12 months from the date of the nencement of laying the foundations for the dwelling.
c.		Owner of a servient lot shall not for a period of 30 years from the date of this instrument erect or permit erected upon the property:
	i.	Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
	li.	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.
	٧.	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.		he purpose of these covenants "dwelling" shall have the meaning set out in the prevailing local authority ct plan at the date of application for a building consent for a dwelling on the land.
θ.		Owner of a servient lot shall not erect any building on a servient lot except within the identified building orms marked "AA" on Lot 7, "AB" on Lot 8, "AC" on Lot 9, and "AD" on Lot 10 on DP 496538.
f.	non-	Owner of a servient lot must ensure that all buildings shall contain separate plumbing for potable and potable water use. The purpose of this is to ensure rain water is still used for non-potable uses once a e reticulated supply is available.
		exure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or must sign or initial in this box.

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Inse	ert type	of instrument	Annex	ure Scl	and under No. 2002 Redule	2/3032		Appro 02/50
	rtgage' I covena	', "Transfer", "Lease" 	Dated	and	May 2016	Pag	e 4 0	f 6
			i 1_		$\overline{\mathbf{O}}$		LJ	استنتا مراد
g.		Owner of a servient lo		•	Continue in additiona nks shall either be			
		dwelling/building or bu						
h,		Owner of a servient lot :		_				
1.	work of th	The Owner of a servient lot shall not damage or permit to be damaged by its tenants, agents, contract workman or invitees any landscaping, roading, footpaths, curbs, channel or other structures created as of the subdivision and in the event of any such damage shall be responsible for any costs incurre rectifying such damage.						
j.	The (Owner of a servient lot	shall at all times					
	(i)	(i) whilst they remain an owner of the servient lot become and remain a member of the resid association and a shareholder of the management company, the purpose of which is to manage maintain communal assets and utilities (wastewater disposal areas, recreation areas, ponds etc such company shall also implement the landscape plan, riparian plan, weed management plan, management plan, and 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 a assigns.							
	(ii)	(ii) contemporaneously with the transfer of the property enter into the written Sewage Treatment Ser Agreement with the management company relating to wastewater disposal from the servient lot in company's required format.						
	(iii)	shall at all times allow representatives of the management company and its agents, servant workpeople to enter into or onto the servient lot and buildings for the purposes of maintenanc repair of the waste water disposal system.						
	(iv)	if the owner of a serv they shall contempor the new owner of the membership of the r owner enters into the and in the absence agreement then the such new agreement	aneously with the e servient tot and residents' associat written Sewage of the owner of th owner of the serv	transfer will resig ion. The Treatmen he servie	of the property, tran gn any directorship owner of the servi t Service Agreemen nt lot ensuring that	isfer the sh in the com ent lot shal of with the r the new c	are in th pany ai l ensura nanagei wher er	ne corr nd resi e that f ment c nters ir
	(v)	not be capable of s company without cor resigning their share the management con	ntemporaneously to holding in the mai	ransferrin nagement	g the servient lot to company. For the	the new ov avoidance	vner of t of doub	ihe sha t the s
k.	or g addi	Owner of a servient lot ully traps that cause e tion the Owner of a s ted in respect of any a	excess amounts of ervient lot shall in	stormwa demnify	ter to flow into and Galeo JV limited fo	i overload t or all costs	he sewa incurred	age sy 1 by G

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Inse	Approved by Re		eneral of l xure Scl		nder No. 2002/50 e	32		400 130602/	energi Enval 5032
	rigage", "Transfer", "Lease" etc][<u> </u>	<u> </u>		_ 	[_	م ما را	
land	covenants	Dated	dird	Moy	2016	Page	5	of 6	Pages
		41	•		e in additional Ar				
I.	The owner of a servient lot shall at Code Compliance Certificate for th E/One pump system including a poi wastewater which is compatible with owned and operated by the Residen	iat dwelli lyethylen h the was	ng, install e tank and stewater ne	and ma subme twork i	aintain in good v ersible grinder pu nstalled by the d	vorking o mp with eveloper	ordei alari	ratall m fordi:	times ai sposal o
	If in the future it becomes necessary longer available, then the Owner of t approval of the Galeo Estate Reside obtained prior to installation of the re	the servicent's Asso	ent lot may ociation, an	replace d any c	e that with an alte consent of th e loc	rnative s	syste	m provi	ded the
m.	The Owner of a servient lot shall at the subdivision and land use conser								
n.	The Owner of a servient lot shall n RM080970 or to vary the terms of BMP Developments Limited PRO Developments Limited is a registere	the Con: WIDED	sent Notice this claus	e withou e shall	ut the written coll I only apply if	nsent of	Gale	eo JV L	imited o
o.	The Owner of a servient lot shall purposes to the intent that such p hostel, lodge, or bearding house. include the use of the property for I health or education sector agencies	For the phousing p	shall not b punposes c	e used If this c	for institutional lause "institution	resident al reside	ial p ential	urposes I purpos	or as a ses" shal
р.	The Owner of a servient lot shall allowed in the local authority district type activities (be they home occupi	plan are	permitted.	For th	e purposes of thi	s clause			
q.	The Owner of a servient lot shalt r farming which shall include but not the purposes of this clause "intensiv authority district plan.	be limite	d to the ke	eping o	f poultry or pigs f	or comm	nerci	al purpo	ises. Fo
r.	The Owner of a servient lot shall r authority district plan.	not use ti	he land for	planta	tion forestry as i	defined i	n the	e prevai	iling loca
s.	Galeo JV Limited shall not be lial restrictions or otherwise and the o indemnified Galeo JV Limited and it of a Memorandum of Transfer) fro arising out of or under or by virtue transferred by Galeo JV Limited to a	whers fo ts succes im any c e of this l	or the time isors and a osts, claim _and Cove	being ssigns s, suits	of the servient I (other than succe , demands, liabi	ots shall essors in lities or	ind title othe	emnify a after re rwise he	and keep gistration owsoeve
t.	Gateo JV Limited will not be liable building or structure erected on any and the owners for the time being of and its legal successors (other than any costs, claims, suits, demands of this instrument in respect of any lots	y of the s of the ser n succes: or liabiliti	ervient lots vient lots s sors in title es or other	or at a hall ind after re wise ho	all as a result of t emnify and keep egistration of a M owsoever arising	hese rea indemni emorand out of or	strict fied dum r und	ions or Galeo J of Trans ler or by	otherwise V Limited sfer) from / virtue o
	his Annexure Schedule is used as an ex licitors must sign or initial in this box.	xpansion	of an instru	iment, a	all signing parties	and eith	er th	əir witne	165 8 5 OT

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

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	Approved by Registrar-General of Land under No. 2002/5032 Annexure Schedule	Rt. General
	rt type of instrument	(approval) (02/5032)
"Moi	rtgage", "Transfer", "Lease" etc	
land	covenants Dated 2Nd (Nov 2016	Page 6 of 6 Pages
	(Continue in additional Ann	exure Schedule, if required)
u.	If The Owner of a servient lot or occupier for the time being of any of the all covenants breaches any of the covenants The Owner of a servient lot or occupie from a lot owner who has the benefit of these covenants (the Dominant Lot ow remedy or remove such cause of the breach at the cost of The Owner of a servi indemnity basis including all fees and charges for enforcing the remedies an against the Dominant Lot owner by third parties because of such breach and pay who has made such requisition as liquidated damages the sum of \$200.00 per dominant lot owner from and after the date 20 working days written demand is made by the Dominant Lot owner (to the intent that the total per this paragraph to multiple owners of the Dominant Lot is limited to \$200.00 per dating cause is joint and several as between The Owner of a servient lot and its occ	r shall on written requisition wher) forthwith permanently ient lot or occupier on a full id dealing with any claims to the Dominant Lot owner day for every day that such from the date upon which ayable by any person under ay). The liability pursuant to
V.	In the event of there being any dispute as to the scope, interpretation, implem covenants aforesaid the same shall be submitted to the arbitration of a single agree upon one or failing agreement then to the arbitration of two arbitrators or party to the reference, or their umpire, to be appointed before entering into the b arbitration to be carried out under the provisions of the Arbitration Act 1996 or a any legislation enacted in substitution thereof.	arbitrator if the parties can be to be appointed by each business of the reference to
w.	Should any servient Lot be subdivided in the future the Grantee as owner acknowledges that from the date of approval as to survey of any future plans of lot these covenants shall terminate and cease to apply in respect of such parts vest as road or reserve. The Grantee hereby gives consent to any such future required to give further written consent the Grantee agrees to do so at no cost to be	subdivision of any servient of the servient Lots as may vestings. If the Grantee is
x.	If the registered proprietors of any dominant lot should wish to surrender th covenants then the registered proprietor(s) of the servient lot(s) concerned shall, so, consent to such surrender and execute such documents and do such things t registration of it to be effected.	upon being requested to do
	his Annexure Schedule is used as an expansion of an instrument, all signing parties an licitors must sign or initial in this box.	nd either their witnesses or

REF: 7025 -- AUCKLAND DISTRICT LAW SOCIETY

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



Affected Computer Regis	ters Land District
771704	Nelson
771705	Nelson
771706	Nelson
771707	Nelson
771708	Nelson
771782	Nelson

Annexure Schedule: Contains 7 Pages.

Grantor Certifications	
l certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument	×
l certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	V
l certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	V
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	×
Caveat 10388928.8 does not apply to the estate or interest affected by this transaction	V
l certify that the Mortgagee under Mortgage 7697861.2 has consented to this transaction and l hold that consent	V
Signature	

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

Grantee Certifications

l certify that l have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument	×
l certify that l have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	V
l certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	Ø
l certify that l hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	×

Signature

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

*** End of Report ***

Form B

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

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

BMP Developments Limited

Grantee

Grantor

BMP Developments Limited

Grant of Easement or Profit à prendre or Creation of Covenant

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

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

Schedule A

Form B - continued

Easements or $\textit{profits}\ a\ \textit{prendre}\ rights$ and $\textit{powers}\ (including\ terms,\ covenants\ and\ conditions)$

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 preseribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

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

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

[the provisions set out in Annexure Schedule ...]

Covenant provisions

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

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

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

[the Annexure Schedule attached]

Form L

Annexure Schedule

Page 3 of 3 Pages

Insert instrument type

Easement Instrument to Create Land Covenants

STAGE E - GALEO ROAD

- a. The Owner of a servient lot must commence the building of any dwelling on the servient lot no later than 3 years after the date the lot is transferred by the developer Galeo JV Limited and thereafter substantial progress shall not be delayed for any period exceeding 3 months. The Owner of a servient lot must ensure completion of construction is carried out within 12 months of the date of laying of the foundations for any building and including all works such as fencing and a driveway for vehicle access.
- b. No temporary (or mobile) accommodation is permitted to be used on a servient lot other than during the course of construction of the dwelling and not in any case beyond 12 months from the date of the commencement of laying the foundations for the dwelling.
- c. The Owner of a servient lot shall not for a period of 30 years from the date of this instrument erect or permit to be erected upon the property:
 - i. Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
 - ii. More than one permanent dwelling PROVIDED THAT a second dwelling for dependent relatives shall be permitted subject to the consent of the prevailing local authority.
 - iii. Any building or dwelling that exceeds the height consented to by the local authority or 7.5 metres above the ground level of the building platform on the servient lot (whichever height is the lesser).
 - iv. Any buildings of "A" frame construction.
 - Any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor area shall be fully enclosed.
 - vi. Any above ground swimming pool unless enclosed within the structure of the dwelling or within a separate structure or decking.
- d. For the purpose of these covenants "dwelling" shall have the meaning set out in the prevailing local authority district plan at the date of application for a building consent for a dwelling on the land.
- e. The Owner of a servient lot shall not erect any building on a servient lot except within the identified building platforms marked "AA" on Lot 14, "BB" on Lot 15, "CC" on Lot 16, "DD" on Lot 17, and "EE" on Lot 18 on DP 506702.
- f. The Owner of a servient lot must ensure that all buildings shall contain separate plumbing for potable and non-potable water use. The purpose of this is to ensure rain water is still used for non-potable uses once a future reticulated supply is available.
- g. The Owner of a servient lot must ensure that water tanks shall either be incorporated into the structure of each dwelling/building or buried.
- h. The Owner of a servient lot shall not install kitchen garbage grinders/ insinkerators.
- i. The Owner of a servient lot shall not damage or permit to be damaged by its tenants, agents, contractors, workman or invitees any landscaping, roading, footpaths, curbs, channel or other structures created as part of the subdivision and in the event of any such damage shall be responsible for any costs incurred in rectifying such damage.
- j. The Owner of a servient lot shall at all times
 - (i) whilst they remain an owner of the servient lot become and remain a member of the residents' association and a shareholder of the management company, the purpose of which is to manage and maintain communal assets and utilities (wastewater disposal areas, recreation areas, ponds etc) and such company shall also implement the landscape plan, riparian plan, weed management plan, water management plan and wastewater management plan.

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

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

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

- (v) not be capable of selling, transferring or otherwise disposing of their shares in the management company without contemporaneously transferring the servient lot to the new owner of the shares and resigning their shareholding in the management company. For the avoidance of doubt the shares in the management company cannot be held independently of ownership of the servient lot.
- k. The Owner of a servient lot shall not do anything, including any building, construction work, installing sumps or gully traps that cause excess amounts of stormwater to flow into and overload the sewage system. In addition the Owner of a servient lot shall indemnify Galeo JV limited for all costs incurred by Galeo JV Limited in respect of any abatement notice issued on Galeo JV limited by the local authority in respect of overloading the sewage system that is caused by an owner of a servient lot breaching this clause.
- 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.

- 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 U. allotments affected by these covenants breaches any of the covenants The Owner of a servient lot or occupier shall on written requisition from a lot owner who has the benefit of these covenants (the Dominant Lot owner) forthwith permanently remedy or remove such cause of the breach at the cost of The Owner of a servient lot or occupier on a full indemnity basis including all fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breach and pay to the Dominant Lot owner who has made such requisition as liquidated damages the sum of \$200.00 per day for every day that such breach or non-observance continues from and after the date 20 working days from the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple owners of the Dominant Lot is limited to \$200.00 per day). The liability pursuant to this clause is joint and several as between The Owner of a servient lot and its occupier or invitee.
- v. In the event of there being any dispute as to the scope, interpretation, implementation or meaning of the covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the parties can agree upon one or failing agreement then to the arbitration of two arbitrators one to be appointed by each party to the reference, or their umpire, to be appointed before entering into the business of the reference to arbitration to be carried out under the provisions of the Arbitration Act 1996 or any amendments thereto or any legislation enacted in substitution thereof.
- w. Should any servient Lot be subdivided in the future the Grantee as owner of a dominant Lot hereby acknowledges that from the date of approval as to survey of any future plans of subdivision of any servient lot these covenants shall terminate and cease to apply in respect of such parts of the servient Lots as may vest as road or reserve. The Grantee hereby gives consent to any such future vestings. If the Grantee is required to give further written consent the Grantee agrees to do so at no cost to the Grantor.

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

View Instrument Details



Instrument No 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

l certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument	V
l certify that l have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	V
l 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 l hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	Ŷ
l certify that the Caveator under Caveat 10388928.8 has consented to this transaction, which is subject to the Caveat. and I hold that consent	V
Signature	
Signed by Robert Whittle as Grantor Representative on 07/02/2018 09:53 AM	

Grantee Certifications

l certify that l have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument	×.
l certify that l have taken reasonable steps to confirm the identity of the person who gave me authority to lodge th instrument	is 🕅
l certify that any statutory provisions specified by the Registrar for this class of instrument have been complied wi or do not apply	th 🕅
l certify that l hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	ne 🕅

Signature

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

*** End of Report ***

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

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

BMP Developments Limited

Grantee

Grantor

BMP Developments Limited

Grant of Easement or Profit à prendre or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the ensement(s) or profit(s) à prendre cet 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)

Continue in additional Annexure Schedule, if required

Schedule A

		ontinue in additional Annexure 5	Concurate, y 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, 799673, 799674, 799675, 799676, 799677 and 799678	Lot 29, Lot 30, Loi 31 Lot 32, Lot 33, Lot 34, Lot 35, Lot 36, Lot 37, Lot 38, Lot 39, Lot 43 and Lot 45 all on DP 514913 CFRs 799667, 799668, 799669,799670, 799673, 799674, 799675, 799676, 799675, 799676, 799679

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

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

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

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

[the provisions set out in Annexure Schedule]

Covenant provisions

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

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

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

[the Annexure Schedule attached]

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:

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

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

- (ii) contemporaneously with the transfer of the property enter into the written Sewage Treatment Service Agreement with the management company relating to wastewater disposal from the servient lot in the company's required format.
- (iii) shall at all times allow representatives of the management company and its agents, servants or workpeople to enter into or onto the servient lot and buildings for the purposes of maintenance or repair of the waste water disposal system.

- (iv) if the owner of a servient lot shall sell, transfer or otherwise dispose of their interest in the servient lot they shall contemporaneously with the transfer of the property, transfer the share in the company to the new owner of the servient lot and will resign any directorship in the company and resign from membership of the residents' association. The owner of the servient lot shall ensure that the new owner enters into the written Sewage Treatment Service Agreement with the management company and in the absence of the owner of the servient lot ensuring that the new owner enters in a new agreement then the owner of the servient lot shall remain liable to the management company until such new agreement is signed.
- (v) not be capable of selling, transferring or otherwise disposing of their shares in the management company without contemporaneously transferring the servient lot to the new owner of the shares and resigning their shareholding in the management company. For the avoidance of doubt the shares in the management company cannot be held independently of ownership of the servient lot.
- k. The Owner of a servient lot shall not do anything, including any building, construction work, installing sumps or gully traps that cause excess amounts of stormwater to flow into and overload the sewage system. In addition the Owner of a servient lot shall indemnify Galeo JV limited for all costs incurred by Galeo JV Limited in respect of any abatement notice issued on Galeo JV limited by the local authority in respect of overloading the sewage system that is caused by an owner of a servient lot breaching this clause.
- 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.
- 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 u. allotments affected by these covenants breaches any of the covenants The Owner of a servient lot or occupier shall on written requisition from a lot owner who has the benefit of these covenants (the Dominant Lot owner) forthwith permanently remedy or remove such cause of the breach at the cost of The Owner of a servient lot or occupier on a full indemnity basis including all fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breach and pay to the Dominant Lot owner who has made such requisition as liquidated damages the sum of \$200.00 per day for every day that such breach or non-observance continues from and after the date 20 working days from the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple owners of the Dominant Lot is limited to \$200.00 per day). The liability pursuant to this clause is joint and several as between The Owner of a servient lot and its occupier or invitee.
- v. In the event of there being any dispute as to the scope, interpretation, implementation or meaning of the covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the parties can agree upon one or failing agreement then to the arbitration of two arbitrators one to be appointed by each party to the reference, or their umpire, to be appointed before entering into the business of the reference to arbitration to be carried out under the provisions of the Arbitration Act 1996 or any amendments thereto or any legislation enacted in substitution thereof.

- w. Should any servient Lot be subdivided in the future the Grantee as owner of a dominant Lot hereby acknowledges that from the date of approval as to survey of any future plans of subdivision of any servient lot these covenants shall terminate and cease to apply in respect of such parts of the servient Lots as may vest as road or reserve. The Grantee hereby gives consent to any such future vestings. If the Grantee is required to give further written consent the Grantee agrees to do so at no cost to the Grantor.
- x. If the registered proprietors of any dominant lot should wish to surrender the benefit of any of these covenants then the registered proprietor(s) of the servient lot(s) concerned shall, upon being requested to do so, consent to such surrender and execute such documents and do such things to enable the surrender and registration of it to be effected.





View Instrument Details

Instrument Type	Transfer
Instrument No	11190744.2
Status	Registered
Date & Time Lodged	09 August 2018 11:13
Lodged By	Cook, Chichella Jo
Affected Computer Registers	Land District
799672	Nelson

Transferors

Galeo JV Limited

Transferees

Shannon Michael Helliwell and Stacey Louise Helliwell

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor and that the party has the legal capacity to authorise me to \mathbf{V} lodge this instrument

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

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with \mathbf{M} 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 **v** 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 \mathbf{M} 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 \mathbf{V} instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with \mathbf{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 \mathbf{V} prescribed period

Signature

Signed by Anthony Gilbert Stallard as Transferee Representative on 07/08/2018 10:31 AM

*** End of Report ***