View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type 8618821.8 Registered 16 November 2010 14:18 Taylor, Shirley Easement Instrument



Affected Computer Registers	Land District
526088	Nelson
526090	Nelson
526091	Nelson
526092	Nelson
526093	Nelson
526094	Nelson
526095	Nelson
526096	Nelson
526097	Nelson
526098	Nelson
526103	Nelson
526104	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	V
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	V
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	V
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	V
I certify that the Mortgagee under Mortgage 8511456.2 has consented to this transaction and I hold that consent	V
Signature	
Signed by John Malcolm Fitchett as Grantor Representative on 10/12/2010 10:00 AM	

Grantee Certifications

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

Signed by John Malcolm Fitchett as Grantee Representative on 10/12/2010 10:00 AM

*** End of Report ***

Form B

Grantor

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

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

Springlea Estates Limited

Grantee

Springlea Estates 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	Con	tinue in additional Annexure	Schedule, if required
Purpose (Nature and extent) of	Shown (plan reference)	Servient Tenement	Dominant Tenement
easement; profit or covenant		(Computer Register)	(Computer Register) or in gross
Restrictive land covenants set out in Schedule B and height restrictions in Schedule C	All references to Servient and Dominant Tenement lots are references to Lots on DP 431338	As shown in Schedule A and schedule C	As shown in schedule A

Form B - continued

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

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

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

Covenant provisions

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

The provisions applying to the specified covenants are those set out in the attached Annexure Schedules

SPRINGLEA ESTATES LIMITED

Continuation of "Estate or Interest or Easement to be Created"

The Grantor when registered proprietor of the land formerly contained in Certificate of Title 231308 subdivided the land into residential lots in the manner shown and defined on DP 431338. <u>AND WHEREAS</u>: it is the Grantors intention that the Lots specified as "Servient Lots" in Schedule A are to be subject to the land covenants in Schedule B for 21 years from 1 March 2005 for the benefit of the Grantors land specified as the "Dominant Lots" in Schedule A <u>TO THE INTENT</u> that each of the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto for 21 years from 1 March 2005 and the owners and occupiers for the time being of any of the Dominant Lots may enforce the observance of such stipulations against the owners or occupiers for the time being of the Servient Lot or Lots.

For the purposes of binding the Servient Lots for the benefit of the respective Dominant Lots the Grantor hereby covenants and agrees in the manner set out in Schedule B so that the covenants run with the Servient Lots for the benefit of the respective Dominant Lots as described in Schedule A.

<u>THAT</u> the said SPRINGLEA ESTATE LIMITED will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Servient Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Dominant Lots shall indemnify and keep indemnified the said SPRINGLEA ESTATE 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 land covenant in respect of any parts of the Dominant Lots which have been transferred by the said SPRINGLEA ESTATE LIMITED to another registered proprietor.

<u>THAT</u> if the owner or the occupier for the time being of any of the Servient Lots breaches any of the restrictive covenants the owner or occupier (as the case may be) shall on requisition from a Dominant Lot owner forthwith at the election of the Dominant Lot owner either:

(i) forthwith permanently remedy or remove such cause of the breach at the cost of the owner or occupier (whichever is in breach) on a full indemnity basis including all the Dominant Lot owner's fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breaches; or (ii) pay to the Dominant Lot owner as liquidated damages the sum of \$100.00 per day for every day that such breach or non observance or non compliance continues from and after the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple proprietors of the Dominant Lot is limited to \$100.00 per day)

Schedule A

Servient Tenement	Dominant Tenement
Lot 5	3, 4, 6 & 7
Lot 6	5, 7, 8, 9
Lot 7	4,6&8
Lot 8	7, 9, 11 & 12
Lot 9	6, 8, 10 & 11
Lot 10	9, 11, 14 &15
Lot 11	8, 10, 12, 13 & 14
Lot 12	8,11 & 13
Lot 13	12 & 14
Lot 14	11,13 & 15
Lot 15	10 & 14

Schedule B

The Grantee shall not:

1. Subdivide any of the servient Lots except Lots 3 and 58

For the purposes of this clause :

- (a) "subdivide" shall have the same meaning given to the expression
 "subdivision of land" in Section 218 of the Resource Management Act 1991, and
- (b) any boundary adjustment that does not create a separate building site shall not be in breach of this condition.
- 2. Erect or permit to be erected or permit to remain upon any servient lot:
 - (a) Any more than one dwelling and one associated outbuilding.
 - (b) A dwelling with an internal ground floor area of less than 110 square metres, excluding any garaging or outbuilding. Any dwelling shall be built on site from an individual design.
 - (c) Any dwelling, building or other structure where the wall cladding is not of a consistent quality. Consistent brick, stone and plaster (whether

cement or coating over polystyrene block or sheathing) wall cladding shall not be in breach of this condition.

- (d) A dwelling, building or other structure with a roof cladding of corrugated iron whether unpainted or painted <u>PROVIDED THAT</u> Decramastic and Colorsteel products or products or similar construction precoated in the manufacture process shall not be in breach of this restriction.
- (e) Any dwelling, building or structure of a "A" frame style construction.
- (f) Any pre-used dwelling, building or structure, or building built off site.
- (g) Any dwelling, building or structure constructed with second hand building materials (excluding recycled brick) unless prior written approval is obtained from the Grantor.
- (h) Any outbuildings other than building of a style and quality similar to the dwelling erected on the Servient Lot.
- Any dwelling, building, mast, aerial, tree or shrub higher than the height restriction relevant to each Servient Lot as detailed in Schedule C hereto.
- (i) Any dwelling:
 - (i) with a roof pitch 25° above the horizontal; or
 - building or structure incorporating an understructure that is not fully enclosed;
- (k) Any boundary fence or fence within the allotment built of galvanised iron, polite, or cement board panels, or permit to grow any live hedge exceeding two metres in height.
- (I) Any garage, outbuilding or fence except in permanent materials of natural timber, brick, stone, rock or plaster or any other permanent materials agreed to in writing by the Grantor.
- (m) Any fence exceeding 1.2m in height within the front yard or boundary fence in front of dwellings within 3m from the road line.
- (n) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive to the subdivision in terms of design and location and siting any garden shed or clothesline in such a way as to not be highly visible from the street.
- Permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath or in front of the front building line of the dwelling on any Servient Lot.
- 4. Bring on to the Servient Lot any animals or livestock to raise, breed or keep other than a maximum of two family domestic dogs or cats unless prior written approval is given by the Grantor.
- Allow any animal (including dogs and other domestic pets) to be kept in or about the Servient Lot which is likely to cause a nuisance or annoyance to other

occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the Grantee is not allowed to keep on the Servient Lot any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds.

6. Use the adjacent or abulting land and footpaths for access and dumping of rubbish. The Grantee shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Grantees use of the land directly or indirectly through the Grantees action or those of the Grantees agents or invitees.

The Grantee covenants to maintain the Servient Lot to an acceptable standard (in the Grantors opinion) and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height the Grantor reserves the right to have the Servient Lot mowed and the Grantee agrees to accept liability for such cost plus 50%.

The Grantee shall ensure that the exterior of the dwelling, building or other structure visible to the public will not remain in an unfinished stage for more than six months from the commencement of the erection of such dwelling, building or other structure.

While the Grantor (the said SPRINGLEA ESTATES LIMITED) remains registered proprietor of at least a part of any of the Dominant Lots the Grantor reserves the right to himself (with the intent that this right does not enure to his successors in Title) to waive or vary conditions 2(b), 2(c), 2(i), 2(j), 2(k) or 2(m) provided he approves in writing any alternate building plans that meet his expectations for the development. Production of such written approval shall be conclusive evidence that there is no breach of covenant and such approval will be binding on all other registered proprietors from the time being of any part of the Dominant Lots.

Schedule C

Lot		Height Restriction above NCC Datum
Lot	5	67.8
Lot	6	68.8
Lot	9	69.8
<u>l.ot</u>	10	71.8
Lot	11	73.8
Lot	14	74.8
Lot	15	72.5

ANNEXURE SCHEDULE - CONSENT FORM'

Land Transfer Act 1952 section 238(2)

Person giving consent Sumame must be <u>underlined</u>	Ca	epacity and interest of Person giving consent (eg. Mongages under Mongage no.)
Nelson Building Society	N 8	lortgagee under Mortgage 511456.2
Consent Delete words in [] if inconsistent with State fuil defails of the matter for whic		
Without prejudice to the rights and pow	ers existing under the i	interest of the person giving consent.]
the Person giving consent hereby co	nsents to: the within a	lisched Essement Instrument
	ana da se	
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Dated this /3// day o	1 Septembe	ي 20 <i>1</i> ي
Attestation		
	Signed in my prese	nce by the Person giving consent
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	Signature of Wilness	
	Witness to complete	in BLOCK latters (unless legibly printed):
G. P. Hammond	Witness name	
	Occupation	Lynelle Kaye Havili
	Address	Lending Administrator Nelson
1 afras	······	
B J Gabites		
Signature (Common seal)	}	

⁴ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I,	Garry Phillip Hammond of Nelson, Credit Manager
AND	Brian John Gabites of Nelson. Senior Lending Administrator

HEREBY CERTIFY -

1 THAT by Deed dated the 20th day of March 2006 copies are deposited with the Registrar General of Land under number 6798621.1

NELSON BUILDING SOCIETY a society registered under the Building Societies Act 1965 and having its registered office at 111 - 113 Trafalgar Street, Nelson, New Zealand and carrying on the business of a building society appointed us its attorneys on the terms and subject to the conditions set out in the said Deed and the attached document is executed by us under the powers thereby conferred

2 THAT at the date hereof we were Credit Manager and Senior Lending Administrator of the said society, respectively.

3

THAT at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said NELSON BUILDING SOCIETY or otherwise.

SIGNED at Nelson

as and

This 13 the day of September 2010

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

Section 90, Land Transfer Act 1952

Lot

Land registration district

Nelson



Unique identifier(s)

or C/T(s) All/part Area/description of part or stratum

A11

231328

Surname(s) must be underlined

23

SPRINGLEA ESTATES LIMITED

Transferee

Transferor

Surname(s) must be underlined

Thomas Stephen SIMKO & Carleen Monica REICH-SIMKO

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

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

Operative clause

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

20 05 Dated this 64 day of October

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

the Dicha FREESO	Signed in my presence by the Transferor
FIRES	Signature of witness
	• Witness to complete in BLOCK letters (unless legibly printed)
Nan Gourden	Witness name
Signature [common seal] of	Occupation
Transferor	Address /

REF: 7002 - AUCKLAND DISTRICT LAW SOCIETY

[Solicitor for] the Transferee

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IN THE DISTRICT COURT HELD AT NELSON

CIV No. 2010-042-515

IN THE MATTER of an application under Section 317 Property Law Act 2007

AND

IN THE MATTER of an application to extinguish land covenants

AND

IN THE MATTER of an application to dispense with service



SPRINGLEA ESTATES LIMITED an incorporated company having its registered office at Nelson, Property Developer

Applicant

ORDER ON ORIGINATING APPLICATION:-1. EXTINGUISHING LAND COVENANT 2. DISPENSING WITH SERVICE 3. RESERVING LEAVE

Instructing Solicitors:

Person Acting:

ROUT MILNER FITCHETT SOLICITORS PO BOX 580 NELSON 7040

PHONE (03) 548-0064 FAX (03) 546-9107 Solicitor Acting: J M Fitchett D M O'NEILL BARRISTER PO BOX 815 WAIKATO MAIL CENTRE HAMILTON 3240 PHONE(07) 839-1745 FAX (07) 838-9319

MAY IT PLEASE THE COURT

- 1. The originating application made by Springlea Estates Limited on 9 November 2010 was determined by His Honour Judge Barber.
- 2. The determination was made without a hearing.
- 3. The following orders were made:-
 - (a) Extinguishing land covenant T5840247.6 and land covenant T6586143.7 registered against Lot 57 on DP 431338 – part C/T 231308 and Lot 59 on DP 431338 – part C/T 231308 (Nelson Registry).
 - (b) Allowing these proceedings to be commenced by originating application.
 - (c) Dispensing with service of this application and the accompanying affidavits.
 - (d) Proceeding without notice.
 - (e) Granting leave to the Applicant to refer back to the Court if necessary in respect of Lot 58 on DP 431338 – part C/T 231308 (Nelson Registry) for further orders.

DATED this 10 day of November 2010. DEPUTY REGISTRAR RGIENST day of November ED this // 2010.

order

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

Section 90, Land Transfer Act 1952



5

Land registration district

Nelson

•

Unique identifier(s)

or C/T(s) All/part

. . . .

Area/description of part or stratum

See Schedule C

Transferor

Surname(s) must be underlined

SPRINGLEA ESTATES LIMITED

Transferee

Surname(s) must be underlined

SPRINGLEA ESTATES LIMITED

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

Fee simple subject to Land Covenant (continued on page 2 annexure schedule)and the Transferree shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor Operative Clause

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

Dated this O day of November 2003	Dated this	0	day of	November	2003
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Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

IGandie	Signed in my presence by the Transferor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name
Signature [common seal] of Transferor	Occupation Address
Certified correct for the purposes of the La	and Transfer Act 1952. IOUS CONTROL Solicitor (gr) the Transferee

REF: 7002 - AUCKLAND DISTRICT LAW SOCIETY

,

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

_ _

Transe		
(Continue in additional Annexure Schedule, if required.		
SPRINGLEA ESTATES LIMITED		
Proposed Continuation of "Estate or Interest or Easement to be Created"		
The Transferor when registered proprietor of the land formerly contained in NL 11B/1239 and NL 12C/1153 subdivided the land into residential lots in the manner shown and defined on a DP326459 <u>AND WHEREAS</u> : it is the Transferor's intention that the Lots specified as "Servient Lots" in Schedule are to be subject to the land covenants in Schedule B for 21 years from 1 March 2003 for the benefit of the Transferor's land specified as the "Dominant Lots" in Schedule A <u>TO THE INTENT</u> that each of the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto for 21 years from 1 March 2003 and the owners and occupiers for the time being of any of the Dominant Lots may enforce the observance of such stipulations against the owners or occupiers for the time being of the Servient Lots.		
AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the Dominant Lots the transferee <u>DOTH HEREBY COVENANT</u> <u>AND AGREE</u> in the manner set out in the Schedule B hereto so that the covenants run with the Servient Lots for the benefit of the Dominant Lots as described in Schedule A.		
<u>THAT</u> the said SPRINGLEA ESTATE LIMITED will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Servient Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Dominant Lots shall indemnify and keep indemnified the said SPRINGLEA ESTATE 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 Transfer in respect of any parts of the Dominant Lots which have been transferred by the said SPRINGLEA ESTATE LIMITED to another registered proprietor.		
<u>THAT</u> if the owner or the occupier for the time being of any of the Servient Lots breaches any of the restrictive covenants the owner or occupier (as the case may be) shall on requisition from a Dominant Lot owner forthwith at the election of the Dominant Lot owner either:		
(i) forthwith permanently remedy or remove such cause of the breach at the cost of the owner or occupier (whichever is in breach) on a full indemnity basis including all the Dominant Lot owner's fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breaches; or		
f this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses for solicitors must sign or initial in this box.		

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Insert type of instrument "Mortgage", "Transfer", "Lease" etc Page 3 of 6 pages Dated Ivens 10 - 11 - 1003 (Continue in additional Annexure Schedule, if required.) pay to the Dominant Lot owner as liquidated damages the sum of \$100.00 per (ii) day for every day that such breach or non observance or non compliance continues from and after the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple proprietors of the Dominant Lot is limited to \$100.00 per day) Schedule A "Dominant Lots" Certificate of Title Lot 107629 1 2 107630 Lot 3 107631 Lot 107632 Lot 4 107633 Lot 50 107634 Lot 51 107635 Lot 52 107636 Lot 53 Lot 54 107637 55 107638 Lot 107639 Lot 56 59 107640 Lot 60 107641 Lot 61 107642 Lot 107643 ⊾ot 62 63 107644 Lot 64 107645 Lot Schedule B The Transferee shall not: 1. Subdivide any of the servient Lots. For the purposes of this clause : "subdivide" shall have the same meaning given to the expression (a) "subdivision of land" in Section 218 of the Resource Management Act 1991, and any boundary adjustment that does not create a separate building site (b) shall not be in breach of this condition. If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box. In L.

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		(Continue in additional Annexure Schedule, if requir
2.	Erect	t or permit to be erected upon any servient lot:
	(a)	Any more than one dwelling and one associated outbuilding.
	(b)	A dwelling with an internal ground floor area of less than 110 square metres, excluding any garaging or outbuilding. Any dwelling shall be built on site from an individual design.
	(c)	Any dwelling, building or other structure where the wall cladding is not of a consistent quality. Consistent brick, stone and plaster (whether cement or coating over polystyrene block or sheathing) wall cladding shall not be in breach of this condition.
	(d)	A dwelling, building or other structure with a roof cladding of corrugated iron whether unpainted or painted <u>PROVIDED THAT</u> Decramastic and Colorsteel products or products or similar construction precoated in the manufacture process shall not be in breach of this restriction.
	(e)	Any dwelling, building or structure of a "A" frame style construction.
	(f)	Any pre-used dwelling, building or structure, or building built off site.
	(g)	Any dwelling, building or structure constructed with second hand building materials (excluding recycled brick) unless prior written approval is obtained from the Transferor.
	(h)	Any outbuildings other than building of a style and quality similar to the dwelling erected on the Servient Lot.
	(i)	Any dwelling, building, mast, aerial, tree or shrub higher than 5.8 metres above the average ground level of the Servient Lot and the position of that item.
	(j)	Any dwelling:
		 (i having more than one storey; or (ii) with a roof pitch 25° above the horizontal; or (iii) building or structure incorporating an understructure that is not fully enclosed;
		The sum of an instrument, all signing parties and either their witness or initial in this box. $\mathcal{M}\mathcal{M}$

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		(Continue in additional Annexure Schedule, if require
	(k)	Any boundary fence or fence within the allotment built of galvanised iron, polite, or cement board panels, or permit to grow any live hedge exceeding two metres in height.
	(I)	Any garage, outbuilding or fence except in permanent materials of natural timber, brick, stone, rock or plaster or any other permanent materials agreed to in writing by the Transferor.
	(m)	Any fence exceeding 1.2m in height within the front yard or boundary fence in front of dwellings within 3m from the road line.
	(n)	Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive to the subdivision in terms of design and location and siting any garden shed or clothesline in such a way as to not be highly visible from the street.
3.	on the	t recreational or commercial vehicles or trailers to be regularly located street or footpath or in front of the front building line of the dwelling on ervient Lot.
4.	other	on to the Servient Lot any animals or livestock to raise, breed or keep than a maximum of two family domestic dogs or cats unless prior written val is given by the Transferor.
5.	about other whole allowe	any animal (including dogs and other domestic pets) to be kept in or the Servient Lot which is likely to cause a nuisance or annoyance to occupiers in the subdivision or to detract from the subdivision as a . In particular and regardless of the foregoing the Transferee is not ed to keep on the Servient Lot any dog which in whole or part resembles tt Bull Terrier, Rottweiler or Doberman Pinscher breeds.
6.	rubbis arisin other land c	he adjacent or abutting land and footpaths for access and dumping of sh. The Transferee shall reinstate, replace or be responsible for all costs g from damage to the landscape, roading, footpaths, kerbs, concrete or structures in the subdivision arising from the Transferee's use of the lirectly or indirectly through the Transferee's action or those of the feree's agents or invitees.
the T In the Tran	ransfero e event f sferor re	ee covenants to maintain the Servient Lot to an acceptable standard (in or's opinion) and shall not allow it to become unsightly or a fire hazard. hat grass or weeds are allowed to exceed 150mm in height the serves the right to have the Servient Lot mowed and the Transferee cept liability for such cost plus 50%.
		ule is used as an expansion of an instrument, all signing parties and either their witness or initial in this box.

ncort tune of instances (Annexure Schedule
nsert type of instrument 'Mortgage", "Transfer", "Lease" etc	
iversje	Dated $(\bigcirc - (1 - \bigcirc 3))$ Page 6 of 6
	, (Continue in additional Annexure Schedule, if re
structure visible to the public	e that the exterior of the dwelling, building or other ic will not remain in an unfinished stage for more than six ement of the erection of such dwelling, building or other
proprietor of at least a part of right to himself <u>(with the inte</u> to waive or vary conditions 2 writing any alternate building Production of such written a breach of covenant and suc	aid SPRINGLEA ESTATES LIMITED) remains registered of any of the Dominant Lots the Transferor reserves the <u>ent that this right does not enure to his successors in Title</u>) 2(b), 2(c), 2(j), 2(k) or 2(m) provided he approves in ng plans that meet his expectations for the development. approval shall be conclusive evidence that there is no ch approval will be binding on all other registered eing of any part of the Dominant Lots.
Schedule C	
Certificates of Title	"the servient Lots"
107629	
107630	Lot 1 Lot 2
107631	Lot 3
107632	Lot 4
107633	Lot 50
107634	Lot 51
107635	Lot 51
	Lot 52
107636	Lot 53
107637	Lot 54 Lot 55
107638	
107639	Lot 56
107640	Lot 59
107641	Lot 60
107642	Lot 61
107643	Lot 62
107644	Lot 6 3
107645	Lot 64
	,
To The Land Registrar	
Please note the shous course	enants on the Certificates of Title for the Dominant Lots.
Ticase note the above cover	and its of the Certificates of The for the Dominant Lots.
	I.
f this Annexure Schedule is used as ar	in expansion of an instrument, all signing parties and either their witne
or solicitors must sign or initial in this	DOX.
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	Transfer Act 1952		Approved
			T 6586143.7 Transfer Cpy-01/01,Pgs-009,26/09/05,11:06
Land registration of	district		
Nelson			
Unique identifier(
or C/T(s)	All / Part	Area / description of particular description	art or stratum
		See Schedule C	
Transferor			Surname(s) must be underlined or in CAPI
SPRINGLEA ES	STATES LIMITED		
Transferee			Surname(s) must be <u>underlined</u> or in CAPI
	STATES LIMITED		Summingly mast be <u>undermed</u> of in CAPT
Fee simply subj	ect to Land Covenant ((continued on page 2 annex 1 2 of the Fencing Act 1978	kure schedule) and the Transferee shall be bound in favour of the Transferor
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Fee simply subje fencing covenan Operative Clause The Transferor tr	ect to Land Covenant (It as defined in Section ansfers to the Transfere	a 2 of the Fencing Act 1978	in favour of the Transferor
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Fee simply subjections for the transferor the trans	ect to Land Covenant (it as defined in Section ansfers to the Transfer an easement or profit(s) a a day of August If the transferee or gra Mount in Director	ee the above estate or interest a prendre is described above, th 2005 antee is to execute this transfer Signed in my Witness to comple Witness name: Occupation: Address:	in favour of the Transferor in the land in the above certificate(s) of title or computer nat easement or profit(s) à prendre is granted or created r, include the attestation in an Annexure Schedule presence by the Transferor Vitness te in BLOCK letters (unless legibly printed) Shirley Taylor Legal Executive

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SPRINGLEA ESTATES LIMITED

Proposed Continuation of "Estate or Interest or Easement to be Created"

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The Transferor when registered proprietor of the land formerly contained in NL 212567 subdivided the land into residential lots in the manner shown and defined on a DP 356736 <u>AND WHEREAS</u>: it is the Transferor's intention that the Lots specified as "Servient Lots" in Schedule C are to be subject to the land covenants in Schedule B for 21 years from 1 March 2005 for the benefit of the Transferor's land specified as the "Dominant Lots" in Schedule A <u>TO THE INTENT</u> that each of the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto for 21 years from 1 March 2005 and the owners and occupiers for the time being of any of the Dominant Lots may enforce the observance of such stipulations against the owners or occupiers for the time being of the Servient Lot or Lots.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the Dominant Lots the transferee <u>DOTH HEREBY COVENANT</u> <u>AND AGREE</u> in the manner set out in the Schedule B hereto so that the covenants run with the Servient Lots for the benefit of the Dominant Lots as described in Schedule A.

<u>THAT</u> the said **SPRINGLEA ESTATE LIMITED** will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Servient Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Dominant Lots shall indemnify and keep indemnified the said **SPRINGLEA ESTATE 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 Transfer in respect of any parts of the Dominant Lots which have been transferred by the said **SPRINGLEA ESTATE LIMITED** to another registered proprietor.

<u>THAT</u> if the owner or the occupier for the time being of any of the Servient Lots breaches any of the restrictive covenants the owner or occupier (as the case may be) shall on requisition from a Dominant Lot owner forthwith at the election of the Dominant Lot owner either:

 (i) forthwith permanently remedy or remove such cause of the breach at the cost of the owner or occupier (whichever is in breach) on a full indemnity basis including all the Dominant Lot owner's fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breaches; or (ii) pay to the Dominant Lot owner as liquidated damages the sum of \$100.00 per day for every day that such breach or non observance or non compliance continues from and after the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple proprietors of the Dominant Lot is limited to \$100.00 per day)

Schedule A

Certificate of Title	"Dominant Lots"
231308	Lot 3
231309	Lot 4
231310	Lot 5
231311	Lot 6
231312	Lot 7
231313	Lot 8
231314	Lot 9
231315	Lot 10
231316	Lot 11
231317	Lot 12
231318	Lot 13
231319	Lot 14 Lot 15
231320	Lot 16
231321	Lot 17
231322 231323	Lot 18
231323	Lot 19
231324	Lot 20
231326	Lot 20
231327	Lot 22
231328	Lot 23
231329	Lot 24
231330	Lot 25
231331	Lot 26
231332	Lot 27
231333	Lot 28
231334	Lot 29
231335	Lot 30
231336	Lot 31
231337	Lot 32
231338	Lot 33
231339	Lot 34
231340	Lot 35
231341	Lot 36
231342	Lot 37
231343	Lot 38

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231344	Lot 39
231345	Lot 40
231346	Lot 41
231347	Lot 42
231348	Lot 43
231349	Lot 44
231350	Lot 45
231351	Lot 46
231352	Lot 47
231353	Lot 48
231354	Lot 49

Schedule B

The Transferee shall not:

1. Subdivide any of the servient Lots.

For the purposes of this clause :

- (a) "subdivide" shall have the same meaning given to the expression "subdivision of land" in Section 218 of the Resource Management Act 1991, and
- (b) any boundary adjustment that does not create a separate building site shall not be in breach of this condition.
- 2. Erect or permit to be erected or permit to remain upon any servient lot:
 - (a) Any more than one dwelling and one associated outbuilding.
 - (b) A dwelling with an internal ground floor area of less than 110 square metres, excluding any garaging or outbuilding. Any dwelling shall be built on site from an individual design.
 - (c) Any dwelling, building or other structure where the wall cladding is not of a consistent quality. Consistent brick, stone and plaster (whether cement or coating over polystyrene block or sheathing) wall cladding shall not be in breach of this condition.
 - (d) A dwelling, building or other structure with a roof cladding of corrugated iron whether unpainted or painted <u>PROVIDED THAT</u> Decramastic and Colorsteel products or products or similar construction precoated in the manufacture process shall not be in breach of this restriction.
 - (e) Any dwelling, building or structure of a "A" frame style construction.
 - (f) Any pre-used dwelling, building or structure, or building built off site.
 - (g) Any dwelling, building or structure constructed with second hand building materials (excluding recycled brick) unless prior written approval is obtained from the Transferor.

- (h) Any outbuildings other than building of a style and quality similar to the dwelling erected on the Servient Lot.
- Any dwelling, building, mast, aerial, tree or shrub higher than the height (in relation to Nelson City datum) set after the relevant servient allotment in Schedule C hereto.
- (j) Any dwelling:
 - (i) with a roof pitch 25° above the horizontal; or
 - (ii) building or structure incorporating an understructure that is not fully enclosed;
- (k) Any boundary fence or fence within the allotment built of galvanised iron, polite, or cement board panels, or permit to grow any live hedge exceeding two metres in height.
- (I) Any garage, outbuilding or fence except in permanent materials of natural timber, brick, stone, rock or plaster or any other permanent materials agreed to in writing by the Transferor.
- (m) Any fence exceeding 1.2m in height within the front yard or boundary fence in front of dwellings within 3m from the road line.
- (n) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive to the subdivision in terms of design and location and siting any garden shed or clothesline in such a way as to not be highly visible from the street.
- 3. Permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath or in front of the front building line of the dwelling on any Servient Lot.
- 4. Bring on to the Servient Lot any animals or livestock to raise, breed or keep other than a maximum of two family domestic dogs or cats unless prior written approval is given by the Transferor.
- 5. Allow any animal (including dogs and other domestic pets) to be kept in or about the Servient Lot which is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the Transferee is not allowed to keep on the Servient Lot any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds.
- 6. Use the adjacent or abutting land and footpaths for access and dumping of rubbish. The Transferee shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Transferee's use of the land directly or indirectly through the Transferee's action or those of the Transferee's agents or invitees.

The Transferee covenants to maintain the Servient Lot to an acceptable standard (in the Transferor's opinion) and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height the Transferor reserves the right to have the Servient Lot mowed and the Transferee agrees to accept liability for such cost plus 50%.

The Transferee shall ensure that the exterior of the dwelling, building or other structure visible to the public will not remain in an unfinished stage for more than six months from the commencement of the erection of such dwelling, building or other structure.

While the Transferor (the said **SPRINGLEA ESTATES LIMITED**) remains registered proprietor of at least a part of any of the Dominant Lots the Transferor reserves the right to himself (with the intent that this right does not enure to his successors in Title) to waive or vary conditions 2(b), 2(c), 2(j), 2(j), 2(k) or 2(m) provided he approves in writing any alternate building plans that meet his expectations for the development. Production of such written approval shall be conclusive evidence that there is no breach of covenant and such approval will be binding on all other registered proprietors from the time being of any part of the Dominant Lots.

Schedule C

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Certificates of Title	"the servient Lots"		"height restrictions" above NCC datum
231308	Lot 3	-	-
231309	Lot 4	-	-
231310	Lot 5	Lot 6	64.0
231311	Lot 6	Lot 5 & 7	67.2
231312	Lot 7	Lot 4 & 6	70.0
231313	Lot 8	Lot 9 & 4	71.5
231314	Lot 9	Lot10 & 4	75.8
231315	Lot 10	Lot 9 & 11	78.9
231316	Lot 11	Lot 10 & 12	84.0
231317	Lot 12	Lot 11 & 13	86.0
231318	Lot 13	Lot 12 & 14	88.9
231319	Lot 14	Lot 13 & 15	Nil
231320	Lot 15	Lot 14 & 16	93.7
231321	Lot 16	Lot 15 & 17	101.6
231322	Lot 17	Lot 16 & 21	108.1
231323	Lot 18	Lot 19 & 20	114.0
231324	Lot 19	Lot 18 & 20	Nil
231325	Lot 20	Lot 18, 19	115.8
231326	Lot 21	Lot 17, 18 & 20	108.4
231327	Lot 22	Lot 16, 17 & 21	101.3
231328	Lot 23	Lot 15, 16 & 22	95.7
231329	Lot 24	Lot 14, 15 & 23	91.4
231330	Lot 25	Lot 12, 13, 16 & 2	
231331	Lot 26	Lot 12, 25 & 27	84.3
231332	Lot 27	Lot 11, 26 & 28	80.0
231333	Lot 28	Lot 10, 27 & 29	75.7
231334	Lot 29	Lot 9 & 28	72.7
231335	Lot 30	Lot 8, 9, & 29	71.6
231336	Lot 31	Lot 30 & 32	62.5
231337	Lot 32	Lot 31 & 33	62.5
231338	Lot 33	Lot 32 & 34	62.5
231339	Lot 34	Lot 35 & 36	62.5
231340	Lot 35	Lot 34 & 36	Nil
231341	Lot 36	Lot 35 & 37	Nil
231342	Lot 37	Lot 36	63.9
231343	Lot 38	Lot 39	63.0
231344	Lot 39	Lot 38 & 40	64.9
231345	Lot 40	Lot 39 & 41	67.3

231346	Lot 41	Lot 40 & 42	69.8
231347	Lot 42	Lot 41 & 43	76.3
231348	Lot 43	Lot 41, 42 & 44	73.0
231349	Lot 44	Lot 43, 45, 46 & 47	71.5
231350	Lot 45	Lot 44 & 46	69.0
231351	Lot 46	Lot 45 & 47	66.8
231352	Lot 47	Lot 46 & 48	67.0
231353	Lot 48	Lot 47 & 49	66.5
231354	Lot 49	Lot 38, 39, & 48	62.4

To The Land Registrar

Please note the above covenants on the Certificates of Title for the Dominant Lots.

Approved by Registrar-General of Land under No. 2003/6150 Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument "Caveat", "Mortgage" etc	
Easement Instrument	Page of pages
Consentor Surname must be u <u>nderlined</u>	Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)
Bank of New Zealand	Mortgage under Mortgage No 341433.1
Consent Delete Land Transfer Act 1952, if inapplicable, and ins Delete words in [-] if inconsistent with the consent. State full details of the matter for which consent is requ	
Pursuant to [section 238(2) of the Land Transfer Act	1952]
[section of the	Act]
[Without prejudice to the rights and powers existing	under the interest of the Consentor
the Consentor hereby consents to	
the within writte	en instrument
Dated this 2.5 day of Asso-	2005
Attestation	A
Damien Jysun wählenburg	Signed in my presence by the consentor Signature of Witness Witness to complete in BLOCK letters curiless legibly printed) Witness name Robin Peter Tuckey Occupation Address
Signature of Consentor	Auckland

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

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Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, Rachel Elizabeth Wood and Damien Justin Wannenburg both of Auckland, Bank Officers, severally certify that:

- 1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
- 2. Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812

- 3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
- 4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 25th day of August 2005

Rachel Elizabeth Wood

SIGNED at Auckland this 25th day of August 2005

Damien Justin Wannenburg