

View Instrument Details



Instrument No 9447882.7
Status Registered
Date & Time Lodged 30 July 2013 14:36
Lodged By Bennett, Diane
Instrument Type Easement Instrument



Affected Computer Registers Land District

615287	Nelson
615288	Nelson
615289	Nelson
615290	Nelson
615291	Nelson
615292	Nelson
615293	Nelson
615294	Nelson
615295	Nelson

Annexure Schedule: Contains 8 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument	☒
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	☒
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	☒
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	☒
I certify that the Mortgagee under Mortgage 9286694.3 has consented to this transaction and I hold that consent	☒

Signature

Signed by Robert Whittle as Grantor Representative on 25/07/2013 09:57 AM

Grantee Certifications

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

Signature

Signed by Robert Whittle as Grantee Representative on 25/07/2013 09:57 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

Calla Holdings Limited

Grantee

Calla Holdings Limited

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement, <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants	LT Plan 463987	Lot 2 DP 463987 CT 615288	) Lot 1 DP 463987) CT 615287
		Lot 3 DP 463987 CT 615289	) Lot 2 DP 463987) CT 615288
		Lot 4 DP 463987 CT 615290	) Lot 3 DP 463987) CT 615289
		Lot 5 DP 463987 CT 615291	) Lot 4 DP 463987) CT 615290
		Lot 6 DP 463987 CT 615292	) Lot 5 DP 463987) CT 615291
		Lot 7 DP 463987 CT 615293	) Lot 6 DP 463987) CT 615292
		Lot 8 DP 463987 CT 615294	) Lot 7 DP 463987) CT 615293
		Lot 9 DP 463987 CT 615295	) Lot 8 DP 463987) CT 615294
			) Lot 9 DP 463987) CT 615295

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

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

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

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

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

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

Covenant provisions

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

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

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

[Annexure Schedule 2]

Annexure Schedule

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2009/5043EF
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Registrar-General of Land

Insert instrument type

Easement Instrument to Create Land Covenants

Continue in additional Annexure Schedule, if required

LAND COVENANTS – STAGE 2 (LOTS 1-9)
CALLA HOLDINGS LIMITED SUBDIVISION

Annexure Schedule 2**1. INTERPRETATION****1.1** In these covenants, unless the context otherwise requires:

- Subdivide has the same meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991.
- Allotment(s) means present or future allotment(s).
- Calla means Calla Holdings Limited

2. SUBDIVISION AND STRUCTURES**2.1** The registered proprietors of the servient allotments covenant for the benefit of the relevant dominant allotments not at any time hereafter to:

- (a) Subdivide any of the allotments which shall not be subdivided for a period of twelve (12) years from date of issue of title.
- (b) Erect or permit to be erected:
- (i) Any building, structure or improvement without first obtaining the written approval of Calla (or their nominated representative) to the final building plans and specifications (and where appropriate in the same form as intended to be submitted to the Territorial Authority for a building consent) and such specifications shall include full details of all exterior colour schemes and finishes and details of fences, driveways and front yard landscaping.
 - (ii) Calla's approval shall be entirely at their discretion in all respects provided however that should Calla (or their nominated representative) fail to approve or disapprove such plans and specifications within 20 working days of receipt of the same, then they shall be deemed to have approved the same. The servient owner shall not apply for a building consent until such time as Calla's approval, whether deemed or otherwise, has been obtained.
 - (iii) Calla shall be entitled to serve an injunction notice on the servient owner to cease all work if the servient owner shall commence any construction work without having first obtained the approval of Calla in accordance with this clause.
 - (iv) The obligation to obtain the approval of Calla (or their nominated representative) pursuant to this clause shall expire ten (10) years after the date of registration of the transfer by Calla to the servient owner, but shall not release the servient owner from its obligation to comply with these covenants.
- (c) Erect or permit to be erected or placed on any allotment:
- (i) Any more than one dwelling and associated outbuildings.
 - (ii) Any dwelling, building or structure of an "A" frame style or construction.
 - (iii) Any dwelling, building or structure using pole foundations where the poles are not enclosed.
 - (iv) Any dwelling to a shape, which is a single rectangle, or without containing at least one roof break or full valley in the roof.
 - (v) A pre-used dwelling, building or structure.

Annexure Schedule

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Insert instrument type

Easement instrument to Create Land Covenants

Continue in additional Annexure Schedule, if required

- (vi) Any dwelling, building or structure that is not of a design, colour or exterior cladding matching the design, colour or exterior cladding of the dwelling to which it relates.
- (vii) Any dwelling, building or structure using any galvanised iron, zincaloom or aluminium cladding material unless such cladding material has a proprietary coating system, or any sheet material (e.g. fibre cement sheet, Hardie sheet or weatherboard products, ply sheets) unless such material has a proprietary finishing system applied or is properly sealed and painted, or any other building material which in the opinion of Calla (or their nominated representative) detracts from the good quality of the subdivision and the local housing standard.
- (viii) Any dwelling, building or structure constructed of pre-used materials (excluding bricks).
- (ix) Any fence (including any road boundary fence), gate or entry structure that is:
 - (1) Constructed of "Hardiplank", "Fibrolite" or "Hardiflex" or other flat plywood or flat fibre-cement sheeting or cladding of similar nature, composition or construction which is not coated with a proprietary textured finish or traditional sand and cement plaster finish.
 - (2) Constructed of corrugated iron, coloursteel or other metallic cladding material.
 - (3) Constructed of second-hand materials (excluding bricks).
 - (4) Higher than 1.2 metres above natural ground level on the boundary of the Lot fronting a road or greenway and higher than 1.6 metres above the natural ground level on any other boundary. The ground level for the purposes of measuring this height shall be the level prior to any excavation or filling of land other than that undertaken at the time of subdivision to prepare the allotment.
- (x) Any letterbox not in keeping with the general standard of the subdivision and design of the dwelling.
- (d) Make any alterations or changes to the plans or specifications of the dwelling, building or structure (once approved by Calla in terms of clause 2.1(b)) during the construction process without first having obtained Calla's written approval.
- (e) Allow any dwelling to remain in an incomplete state for more than twelve (12) months from the laying down of the foundations for such dwelling.
- (f) Reside in any dwelling without its exterior completed, including all exterior painting.
- (g) Use any caravan, house truck, tent or similar means of providing temporary or permanent accommodation for the purposes of providing supplementary accommodation on the allotment (either before or after the building of a dwelling) PROVIDED HOWEVER storage of such item on the allotment shall be allowed.
- (h) Use or permit to be used any of the servient allotments or part thereof for any trading or commercial purpose that by reason of noise, smell, visual appearance or any other reason unreasonably detract from the use and enjoyment of a dominant allotment by the owners or occupiers thereof, or use the servient lot for institutional residential purposes or as a hostel, lodge or boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or local government agencies, or public or private health sector agencies, or public or private retirement care providers, or, public or private educational providers provided however the use of the property for homestay accommodation and show homes shall not be a breach of the covenant nor any home occupation that is otherwise not in breach of this covenant.
- (i) Park, store or place any boat, trailer, auxiliary vehicle or other such vehicle on the road reserve frontage or between the dwelling and the road boundary for a period of time extended and continuous.

Annexure Schedule

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Insert instrument type

Easement Instrument to Create Land Covenants

Continue in additional Annexure Schedule, if required

- (j) Grow or permit to grow upon a servient allotment, any tree, shrub or other plant of any variety whatsoever to such extent that it unreasonably interferes with the sunlight to, or view from any dominant allotment.
- (k) Allow the grass and other vegetation on the servient lot to be left uncut or untidy, or the grass to grow longer than 100mm. The Grantor or Calla may cut the grass on any servient lot not complying with this clause following seven (7) days after the Grantor or Calla has notified the registered proprietor to comply with this clause and the registered proprietor shall pay the Grantor or Calla all its costs in doing so. The provisions of this clause shall only apply prior to the commencement of building on a servient lot.
- (l) Allow rubbish or waste materials to accumulate on the servient lot or allow the servient lot to become untidy or unsightly particularly during periods of construction when contractors should be instructed to remove waste materials on a regular basis.
- (m) Move soil or other material off the Lot onto an adjoining Lot without the written consent of the owner of the relevant adjoining Lot.
- (n) Cut, fell or damage any trees planted on the road reserve or any other reserve shown on the Deposited Plan or take any action in respect of any such trees to prevent them from growing to their full maturity.
- (o) Allow any animal (including dogs and other domestic pets) to be kept in or about the lot and buildings thereon 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 lot or in any on-site building or structure any dog which in whole or part resembles the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds.
- (p) Object to or be party to any objection to any further stages of Calla's development.

3. DEVELOPMENT INFRASTRUCTURE

- 3.1 The development includes an eco-friendly drainage system within the road reserve, greenway reserve and driveways accessing properties that has been specifically designed to collect and dispose of stormwater by allowing it to drain naturally into the aquifer via a system of kerbs, channels, swales, berms, rain gardens and associated infrastructure.
- 3.2 The registered proprietors shall ensure that they and their contractors shall not permit any discharge into the drainage system that may damage, block or otherwise affect the efficiency and integrity of the system.
- 3.3 In the event of any accidental spillage of foreign discharge the registered proprietor shall immediately take remedial action at their sole cost.
- 3.4 Particular care should be taken during periods of construction to avoid damage by heavy vehicles accessing the site causing damage to the contours of the drainage structures.
- 3.5 The registered proprietors shall ensure that all their contractors are made aware of the obligations pursuant to this clause and it is recommended that contractors should be bonded to ensure the contractors compliance.
- 3.6 For the avoidance of doubt, the registered proprietors are responsible to Calla for any damage caused by the registered proprietors' contractors.

4. BREACH OF COVENANTS

- 4.1 If the registered proprietors or occupier for the time being of any of the servient Lots breaches any of the land covenants the servient lot owner or occupier shall on written demand from a dominant Lot owner forthwith permanently remedy or remove such cause of the breach at the cost of the servient lot owner

Annexure Schedule

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*Insert instrument type***Easement Instrument to Create Land Covenants***Continue in additional Annexure Schedule, if required*

or occupier on a full indemnity basis including all fees and charges for enforcing the remedies and dealing with any claims against the servient 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 twenty (20) working days from the date upon which written demand is made by the dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple proprietors of the dominant Lot is limited to \$200.00 per day). The liability pursuant to this clause is joint and several as between the servient lot owner and its occupier or invitee.

4.2 Should any breach or non-observance of the Land Covenants continue after the expiry of twenty (20) working days from notice being served on the registered proprietor of a servient lot, any registered proprietor of any dominant Lot shall be entitled to remedy or have remedied any breach or non-observance of the Land Covenants and recover the cost of remedying the breach plus 50% in addition to the above liquidated damages.

4.3 The cost of remedying or having remedied any breach or non-observance, including any costs of recovery, shall be at the cost of the registered proprietor who is in breach of the Land Covenants.

5. VARIATION TO OR SURRENDER OF COVENANTS

5.1 Calla in its capacity as the developer of the subdivision, reserves the right to grant dispensation (to be in writing) to the performance of the conditions in Clause 2.1, provided any such dispensation meets Calla's reasonable expectations for the development.

5.2 Should any servient Lot be subdivided in the future, the following shall apply. 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.

5.3 If the registered proprietors of any dominant tenement should wish to surrender the benefit of any of these covenants then the registered proprietor(s) of the servient tenements 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.

6. EXCLUSION OF LIABILITY

6.1 Calla shall not be liable because of any action they take or fail to take or for any breach of any land covenants affecting any dwelling, building, fence or structure erected on any of the allotments or any other breach of these land covenants and the registered proprietors for the time being of the servient and the dominant tenements shall indemnify and keep indemnified Calla and their legal successors (other than successors in title after registration of a transfer instrument) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of any covenant in respect of the allotments which has been transferred by Calla.

7.0 TERM AND SCOPE OF COVENANTS

7.1 These covenants shall expire 20 years from the date of registration of this easement instrument.

Approved by Registrar-General of Land under No. 2003/5150
Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



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

Various

Page 1 of 2 pages

Consentor

Surname must be underlined or in CAPITALS

ANZ Bank New Zealand Limited

Capacity and interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Mortgages under Mortgage No. 9286694.3

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

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

[section] of the [Act]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

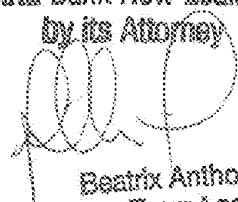
the Consentor hereby consents to:

registration of documents for issue of new titles pursuant to LT plan No. 463987 including Orders for New Titles for Lots 1 to 9 inclusive in the name of Calla Holdings Limited, new titles for Lot 10 (road to vest) and Lot 11 (Local Purpose Reserve) in the name of Tasman District Council including part discharge of mortgage No. 9286694.3 in respect of Lots 10 and 11, Consent Notices on Lots 1, 2, 4, 5, 6, & 7, Easement Instrument for right to drain sewage over A on Lot 9 in favour of Tasman District Council (in gross), Easement Instrument for right to drain sewage and right to drain water B on Lot 4 in favour of Lot 5, Surrender of Easements for right (in gross) to drain sewage A on DP 460142 and right (in gross) to convey water and to drain water F on DP 460142 in favour of Tasman District Council, Surrender of Easement for right to convey water and to drain water F on DP 460142 over Lot 1 in favour of Lot 10 DP 460142, and land covenants over Lots 2 to 9 inclusive in favour of Lots 1 to 9 inclusive

Dated this 8th day of July

2013

Attestation

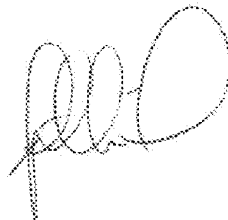
ANZ Bank New Zealand by its Attorney  Beatrix Anthony-Teau Team Leader	Signed in my presence by the Consentor Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>RAJKUMAR BALUJA</u> Occupation <u>BANK OFFICER</u> Address <u>AUCKLAND</u>
Signature of Consentor	

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, Beatrix Anthony-Teau of Auckland, New Zealand, currently holding the position of Lending Services Team Leader of ANZ Bank New Zealand Limited, certify –

1. That by deed dated 29 October 2012, ANZ Bank New Zealand Limited of Wellington, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.

A handwritten signature in black ink, appearing to read 'Beatrix Anthony-Teau', with a large loop at the end.

Signed this 18th day of July 2013.