

View Instrument Details



Instrument No 9210559.13
Status Registered
Date & Time Lodged 08 January 2013 14:46
Lodged By Penketh, Kim
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers Land District

595054	Nelson
595055	Nelson
595056	Nelson
595057	Nelson
595058	Nelson
595059	Nelson
595060	Nelson
595061	Nelson
595062	Nelson
595063	Nelson
595064	Nelson
595065	Nelson
595066	Nelson
595067	Nelson
595068	Nelson
595069	Nelson

Annexure Schedule: Contains 9 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument	☒
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	☒
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	☒
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	☒
Mortgage 6104171.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required	☒
I certify that the Mortgagee under Mortgage 8929242.3 has consented to this transaction and I hold that consent	☒

Signature

Signed by Hamish Richard Grenfell as Grantor Representative on 08/01/2013 02:12 PM

Grantee Certifications

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

Grantee Certifications

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 Hamish Richard Grenfell as Grantee Representative on 08/01/2013 02:12 PM

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

Easement instrument to create land covenant

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

Grantor

AHIMIA LIMITED

Grantee

AHIMIA LIMITED

Creation of Covenant

The Grantor being the registered proprietor of the servient tenement set out in Schedule A creates the covenants set out in Schedule B, 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 as set out In Annexure Schedules		595055 to 595069 inclusive	595054 to 595069 inclusive

Continuation of Schedule A

Covenant provisions

To the intent that the covenants herein shall run with the servient tenements, referred to in Schedule A hereof, forever for the benefit of the dominant tenements referred to in the said Schedule A hereof.

The disputes provisions set out in clause 14 of Schedule 4 of the Land Transfer Regulations 2002 shall also be applicable to the covenants created by this instrument.

AHIMIA LIMITED shall only be liable in respect of the stipulations and restrictions which occur while it is the registered proprietor of the Servient Lots and 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 Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Servient and Dominant Lots shall indemnify and keep indemnified AHIMIA LIMITED 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 of the Lots which have been transferred by it to another registered proprietor.

If any dispute or difference arises between servient and dominant lot owners in relation to these covenants including as to what may constitute a breach of these covenants or to the meaning or interpretation of these covenants, whilst AHIMIA LIMITED is the owner of any Dominant Lot(s) then the same shall be referred to AHIMIA LIMITED for resolution whose decision shall be final.

In the event that the Grantee or any subsequent servient lot owner is in breach of any of these covenants they shall on request from the Grantor or any subsequent dominant lot owner (any of whom are included in the expression "Enforcer" in this clause) immediately and permanently desist from and remedy any such breach at their cost. The Grantee or any subsequent servient lot owner shall also pay to the Enforcer:

The Enforcer's costs, fees and charges incurred in respect of ensuring compliance with these restrictive covenants including any costs, fees and charges incurred in dealing with any claims against the Grantor by third parties arising from such breach, plus a 50% liquidated damages surcharge; and

The costs, fees and charges of any other person entitled to enforce the remedies.

The provisions applying to the specified covenants are those set out in Annexure Schedule B.

ANNEXURE SCHEDULE B

Schedule of Covenants

1. Interpretation

Unless the context specifies or requires otherwise, the following words and phrases when used in this Schedule shall have the meanings specified below:

“Grantee” in relation to this instrument means the registered proprietor of the dominant land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantee.

“Grantor” in relation to this instrument means the registered proprietor of the servient land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantor.

“Proprietor” means Registered Proprietor.

“Registered Proprietor” includes any Registered Proprietor of a Lot and any tenant, licensee, visitor or invitee of a Registered Proprietor and any other occupier of a Lot. Joint Registered Proprietors of one Lot shall be deemed to be one Registered Proprietor.

“Building” means any building or structure higher than 1.2 metres above ground level, including chimneys and satellite dishes, but excluding aerials.

“Commercial Activity” means the use of the land and/or buildings for the display, offering, provision, sale or hire of goods, equipment or services for payment, exchange or other consideration but excludes the management and/or maintenance of any part of the Development and the renting or letting of a residential dwelling for a period of 7 days or longer.

“Design Controls” means the design controls detailed in clauses 5 to 8 herein.

“Developer” means Ahimia Limited or its successor in title to Lot 1 on the Subdivision Plan.

“Development” means the residential development and related facilities arising from the subdivision of land as set out in RM 080206 and RM 080206V1 issued by the Tasman District Council

“Height” in respect of any part of any building means the height of that part of that building measured vertically above original ground level.

“Home Office” means no more than two rooms in a dwelling set aside for home office/business/commercial activity but excludes any bed and breakfast or other form of commercial Visitor Accommodation Activity.

“Lots” means all of the lots within the Development other than Lot 1 contained and described in separate certificates of title shown on the Subdivision Plan and **“Lot”** means one of those lots contained and described in a separate certificate of title. Reference to a Lot or Lots by number or numbers means those numbered Lots as shown on the Subdivision Plan.

“Subdivision Plan” means the subdivision plan showing Lot boundaries being DP 457962.

2. Building Design Approval Process

- 2.1 All Buildings erected on any Lot, including additions or extensions to existing Buildings shall be designed and constructed in accordance with the design guidelines detailed in the Design Controls herein.
- 2.2 The Registered Proprietor of any Lot shall, prior to erecting any Building on that Lot including additions or extensions to existing Buildings, submit concept plans of the proposed building to the Developer. Plans shall be submitted in sufficient detail to enable the Developer to assess the design and shall include the colour palate. The developer will not approve white, pastel or light colour shades. The Registered Proprietor shall provide to the Developer any additional plans, details or other information requested by it to enable the design control assessment to be made.
- 2.3 Within 30 days after receiving the plans, and any further information requested, the Developer shall advise the Registered Proprietor whether the plans are approved. Approval may be given subject to conditions, in which case the approval is only effective if such conditions are complied with.
- 2.4 If for any reason the Developer fails to respond within the 30 day period referred to in clause 2.3 above, the Developer shall be deemed to have approved the plans submitted provided that the obtaining of such deemed approval shall not in any way waive or discharge the obligation on the Registered Proprietor to comply with the specific Design Controls detailed herein.
- 2.5 The decision of the Developer on any Design Control assessment is final. No Building may be erected upon any Lot unless the design of that Building has been approved in writing by the Developer or deemed to have been approved under clause 2.4 above. Any Building erected without such approval shall be dismantled and removed forthwith if and when required by the Developer.
- 2.6 The approval by the Developer of plans for the construction of any Building on any Lot shall not constitute or be deemed to be an approval of similar plans for any other Lot or Lots, and the Developer may, at its discretion, withhold its approval of identical or similar plans or specifications subsequently or additionally submitted for approval by the same or any other Registered Proprietor.
- 2.7 The Developer may, in its discretion, waive compliance with any aspect of the Design Controls if, in its opinion, the granting of such waiver will not be contrary to the intent and spirit of the Design Controls.
- 2.8 The Developer may from time to time, by notice in writing to the Registered Proprietors of Servient Lots, vary its procedure for the submission and approval of plans and specifications provided that no such variation may materially alter the rights and obligations arising under this clause.
- 2.9 Any Design Control approval given under this clause shall lapse if construction of the buildings subject to that Design Control approval has not commenced within two years after the date on which approval is given.
- 2.10 The Registered Proprietor submitting plans for Design Control approval shall pay the reasonable costs incurred by the Developer in assessing such plans.

3. Recovery of Costs – Indemnity and Enforcement

- 3.1 The Developer may recover from any prior or existing Registered Proprietor of any Lot, as a liquidated debt, any sum payable to the Developer by that Registered Proprietor for costs incurred pursuant to the provisions of this Schedule.
- 3.2 The Registered Proprietor of each Lot will indemnify and hold indemnified the Developer against all or any liability, actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may arise through the Developer requiring compliance by that Registered Proprietor with any of the provisions of this Schedule.

4. Notices

- 4.1 The address for service of the Developer for the purposes of any notice or document to be served or delivered pursuant to the provisions of this Schedule, including any plans requiring Design Control approval, shall be Richard Griffin, 205 Champion Road, Richmond.

5. Design Controls, General Standards and Prohibitions

- 5.1 These Design Controls have been established to enhance the character of the Development and to develop and maintain a high quality residential environment. These are intended to be broad, to allow flexibility, as architectural styles change and develop and ensuring the environment of the Development is that of a quality residential environment.
- 5.2 In assessing whether to approve any building design plans, the following shall be considered:
 - 5.2.1 whether the proposed Building(s) are of a quality design;
 - 5.2.2 the extent to which the proposed Buildings are in harmony with the surrounding area and any existing or approved Buildings;
 - 5.2.3 the influence or effect the proposed Buildings may have upon the outlook of adjacent and/or neighbouring dwellings;
 - 5.2.4 individual elements of the design materials and detailing as well as the overall design; and
 - 5.2.5 any other factor considered relevant.

6. Specific Design Controls

- 6.1 The minimum enclosed floor area of each dwelling shall be 200m² excluding garages and other accessory buildings unless specifically approved by the Developer.
- 6.2 No fences or hedges shall be erected or grown on the Lots within a distance of 15 metres from the road frontage. A variation may be granted in writing at the sole discretion of the Developer.

7. General Standards

The Registered Proprietor of any Lot shall:

- 7.1 Not erect, construct, or allow to be erected or constructed on the Lot:
 - 7.1.1 Any Building other than a new dwelling not being a pre-used or second hand Building or relocatable Building;
 - 7.1.2 Any dwelling, building or structure with a roof pitch of less than 20 degrees;
 - 7.1.3 Any dwelling, building or structure of an "A" frame style or construction;
 - 7.1.4 Any dwelling, building or structure with a roof cladding of unpainted corrugated iron or any other unpainted or uncoated materials;
 - 7.1.5 Any dwelling with a monoplane roof.
 - 7.1.6 Any building, mast, aerial, tree or shrub exceeding the height restriction as set out in Schedule C herein.
- 7.2 Provide parking on the Lot for at least two vehicles in addition to garaging.
- 7.3 Provide at least two lock up garages or a double garage on the Lot for motor vehicles and/or boats.
- 7.4 Not erect any carport on the Lot other than a fully enclosed garage on any part of the Lot where it is visible from any part of the road and/or any other Lot.
- 7.5 Not use any caravan or campervan or other similar facility for regular overnight sleeping accommodation on any Lot.
- 7.6 Store all trailers, caravans or campervans in garages on the Lot.
- 7.7 Not erect or allow to be erected on the Lot any gate across the vehicular entrance to the Lot that is higher than 1.8m.
- 7.8 Maintain all exterior painting and other exterior surface materials to a reasonable standard appropriate to a quality residential neighbourhood.
- 7.9 Complete construction of any Dwelling within 12 months after the formation of the foundations of that Dwelling and complete site landscaping including lawns no later than 6 months after completion of the Dwelling.
- 7.10 Not use or permit any part of any Lot or dwelling to be used for commercial activity other than for a Home Office and not make any application at any time (by way of resource consent or plan change or otherwise) for any use of the Lot other than for a Dwelling (which may include a Home Office) without the prior written consent of the Developer which consent may be given or withheld at the entire discretion of the Developer.
- 7.11 Not make or allow the making of any fire on the Lot outside a Dwelling except where such fire is located within an appropriate barbeque area or heating fitting.
- 7.12 Not install or allow to be installed any outdoor light which shines directly on to any other Lot or in respect of which the bulb is visible from any other Lot.

- 7.13 Not erect any satellite dish with a diameter greater than 0.7 metres.
- 7.14 Not subdivide any Lot.
- 7.15 Not to cut, fell or damage any trees existing at the date of registration of these covenants, or planted on the Road or Access way by the Developer, or take any action in respect of any such trees to prevent them from growing to their full maturity.

8. Construction

- 8.1 During construction of a Dwelling on a Lot the Registered Proprietor shall ensure that the Lot is generally kept tidy and that no rubbish is allowed to escape or be deposited onto any adjoining Lot or road and that no damage is done to any part of the roadway and/or footpath and/or landscaping.
- 8.2 No building activity shall take place outside the hours of 7.30 a.m. to 7.00 p.m. on any weekday and 8.00 a.m. to 6.00 p.m. on any Saturday, and at any time on Sunday or public holidays.

9. Rubbish Disposal

- 9.1 All refuse shall be kept in refuse containers which shall be put out for collection or emptying on the scheduled collection dates. Biodegradable refuse may be composted for use on a Lot provided the materials for composting are sourced from the land and/or Dwelling on the Lot.
- 9.2 No refuse shall be burned on any Lot and no Registered Proprietor shall maintain or use an incinerator.

Schedule C – Height Restrictions

1. No vegetation, tree, shrub, building, dwelling or other structure on any Lot shall exceed a height above the “Reduced Level” in terms of Nelson Vertical Datum 1955 as set out hereunder:

Servient Lot	Area on DP 457962	Height Restriction Reduced Level	Dominant Lots are all Lots on DP 457962
Lot 8	AF and BM	43.75	
Lot 9	AV	43.90	
Lot 10	AY	47.75	
Lot 11	AJ	43.45	
Lot 12	AL	44.55	
	AM	45.90	
Lot 13	AO	47.20	
	AP	48.55	
Lot 14	AS	50.20	
Lot 15	AT	53.40	
Lot 16	BC	49.75	
Lot 20	BE	43.65	
Lot 21	BK	48.00	
Lot 22	BH	46.10	
Lot 28	AD	41.25	
Lot 29	AB	38.20	

2. No vegetation, tree, shrub, building, dwelling or other structure on any Lot shall exceed a height above 2.5m above natural ground level as shown on the Post Development Site Contour Plan prepared by Staig & Smith dated 14 November 2012.

Servient Lot	Area on DP 457962	Dominant Lots are all Lots on DP 457962
Lot 9	AX	
Lot 10	BB	
Lot 12	AK	
Lot 13	AN	
Lot 14	AR	
Lot 15	AU	
Lot 16	BD	
Lot 20	BG and Y	
Lot 22	BJ	

3. No vegetation, tree, shrub, building, dwelling or other structure on any Lot shall exceed a height above 2.0m above natural ground level as shown on the Post Development Site Contour Plan prepared by Staig & Smith dated 14 November 2012.

Servient Lot	Area on DP 457962	Dominant Lots are all Lots on DP 457962
Lot 9	AW	
Lot 11	AH and BP	

4. No vegetation, tree, shrub, building, dwelling or other structure on any Lot shall exceed a height above 1.5m above natural ground level as shown on the Post Development Site Contour Plan prepared by Staig & Smith dated 14 November 2012.

Servient Lot	Area on DP 457962	Dominant Lots are all Lots on DP 457962
Lot 8	AE and BL	
Lot 10	AZ	
Lot 11	AG	
Lot 14	AQ	
Lot 20	BF	
Lot 28	AC	
Lot 29	AA	

5. No vegetation, tree, shrub, building, dwelling or other structure on any Lot shall exceed a height above 1.0m above natural ground level as shown on the Post Development Site Contour Plan prepared by Staig & Smith dated 14 November 2012.

Servient Lot	Area on DP 457962	Dominant Lots are all Lots on DP 457962
Lot 10	BA	

View Instrument Details



Instrument No 9530939.6
Status Registered
Date & Time Lodged 10 October 2013 10:07
Lodged By Penketh, Kim
Instrument Type Easement Instrument



Affected Computer Registers Land District

625716	Nelson
625717	Nelson
625718	Nelson
625719	Nelson
625720	Nelson
625721	Nelson
625722	Nelson
625723	Nelson
625724	Nelson
625725	Nelson
625726	Nelson
625727	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 ☒

Mortgage 6104171.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒

I certify that the Mortgagee under Mortgage 8929242.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by James Andrew Grover as Grantor Representative on 10/10/2013 08:48 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 James Andrew Grover as Grantee Representative on 10/10/2013 08:49 AM

*** End of Report ***



Easement instrument to create land covenant

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

Grantor

AHIMIA LIMITED

Grantee

AHIMIA LIMITED

Creation of Covenant

The Grantor being the registered proprietor of the servient tenement set out in Schedule A creates the covenants set out in Schedule B, 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 as set out In Annexure Schedules		625717 to 625727 inclusive	625716 to 625727 inclusive



Continuation of Schedule A

Covenant provisions

To the intent that the covenants herein shall run with the servient tenements, referred to in Schedule A hereof, forever for the benefit of the dominant tenements referred to in the said Schedule A hereof.

The disputes provisions set out in clause 14 of Schedule 4 of the Land Transfer Regulations 2002 shall also be applicable to the covenants created by this instrument.

AHIMIA LIMITED shall only be liable in respect of the stipulations and restrictions which occur while it is the registered proprietor of the Servient Lots and 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 Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Servient and Dominant Lots shall indemnify and keep indemnified AHIMIA LIMITED 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 of the Lots which have been transferred by it to another registered proprietor.

If any dispute or difference arises between servient and dominant lot owners in relation to these covenants including as to what may constitute a breach of these covenants or to the meaning or interpretation of these covenants, whilst AHIMIA LIMITED is the owner of any Dominant Lot(s) then the same shall be referred to AHIMIA LIMITED for resolution whose decision shall be final.

In the event that the Grantee or any subsequent servient lot owner is in breach of any of these covenants they shall on request from the Grantor or any subsequent dominant lot owner (any of whom are included in the expression "Enforcer" in this clause) immediately and permanently desist from and remedy any such breach at their cost. The Grantee or any subsequent servient lot owner shall also pay to the Enforcer:

The Enforcer's costs, fees and charges incurred in respect of ensuring compliance with these restrictive covenants including any costs, fees and charges incurred in dealing with any claims against the Grantor by third parties arising from such breach, plus a 50% liquidated damages surcharge; and

The costs, fees and charges of any other person entitled to enforce the remedies.

The provisions applying to the specified covenants are those set out in Annexure Schedule B.



ANNEXURE SCHEDULE B

Schedule of Covenants

1. Interpretation

Unless the context specifies or requires otherwise, the following words and phrases when used in this Schedule shall have the meanings specified below:

“Grantee” in relation to this instrument means the registered proprietor of the dominant land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantee.

“Grantor” in relation to this instrument means the registered proprietor of the servient land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantor.

“Proprietor” means Registered Proprietor.

“Registered Proprietor” includes any Registered Proprietor of a Lot and any tenant, licensee, visitor or invitee of a Registered Proprietor and any other occupier of a Lot. Joint Registered Proprietors of one Lot shall be deemed to be one Registered Proprietor.

“Building” means any building or structure higher than 1.2 metres above ground level, including chimneys and satellite dishes, but excluding aerials.

“Commercial Activity” means the use of the land and/or buildings for the display, offering, provision, sale or hire of goods, equipment or services for payment, exchange or other consideration but excludes the management and/or maintenance of any part of the Development and the renting or letting of a residential dwelling for a period of 7 days or longer.

“Design Controls” means the design controls detailed in clauses 5 to 8 herein.

“Developer” means Ahimia Limited or its successor in title to Lot 1 on the Subdivision Plan.

“Development” means the residential development and related facilities arising from the subdivision of land as set out in RM 080206 and RM 080206V1 issued by the Tasman District Council

“Height” in respect of any part of any building means the height of that part of that building measured vertically above original ground level.

“Home Office” means no more than two rooms in a dwelling set aside for home office/business/commercial activity but excludes any bed and breakfast or other form of commercial Visitor Accommodation Activity.

“Lots” means all of the lots within the Development other than Lot 1 contained and described in separate certificates of title shown on the Subdivision Plan and **“Lot”** means one of those lots contained and described in a separate certificate of title. Reference to a Lot or Lots by number or numbers means those numbered Lots as shown on the Subdivision Plan.

“Subdivision Plan” means the subdivision plan showing Lot boundaries being DP 467349.



1 Building Design Approval Process

- 1.1 All Buildings erected on any Lot, including additions or extensions to existing Buildings shall be designed and constructed in accordance with the design guidelines detailed in the Design Controls herein.
- 1.2 The Registered Proprietor of any Lot shall, prior to erecting any Building on that Lot including additions or extensions to existing Buildings, submit concept plans of the proposed building to the Developer. Plans shall be submitted in sufficient detail to enable the Developer to assess the design and shall include the colour palate. The developer will not approve white, pastel or light colour shades. The Registered Proprietor shall provide to the Developer any additional plans, details or other information requested by it to enable the design control assessment to be made.
- 1.3 Within 30 days after receiving the plans, and any further information requested, the Developer shall advise the Registered Proprietor whether the plans are approved. Approval may be given subject to conditions, in which case the approval is only effective if such conditions are complied with.
- 1.4 If for any reason the Developer fails to respond within the 30 day period referred to in clause 1.3 above, the Developer shall be deemed to have approved the plans submitted provided that the obtaining of such deemed approval shall not in any way waive or discharge the obligation on the Registered Proprietor to comply with the specific Design Controls detailed herein.
- 1.5 The decision of the Developer on any Design Control assessment is final. No Building may be erected upon any Lot unless the design of that Building has been approved in writing by the Developer or deemed to have been approved under clause 1.4 above. Any Building erected without such approval shall be dismantled and removed forthwith if and when required by the Developer.
- 1.6 The approval by the Developer of plans for the construction of any Building on any Lot shall not constitute or be deemed to be an approval of similar plans for any other Lot or Lots, and the Developer may, at its discretion, withhold its approval of identical or similar plans or specifications subsequently or additionally submitted for approval by the same or any other Registered Proprietor.
- 1.7 The Developer may, in its discretion, waive compliance with any aspect of the Design Controls if, in its opinion, the granting of such waiver will not be contrary to the intent and spirit of the Design Controls.
- 1.8 The Developer may from time to time, by notice in writing to the Registered Proprietors of Servient Lots, vary its procedure for the submission and approval of plans and specifications provided that no such variation may materially alter the rights and obligations arising under this clause.
- 1.9 Any Design Control approval given under this clause shall lapse if construction of the buildings subject to that Design Control approval has not commenced within two years after the date on which approval is given.
- 1.10 The Registered Proprietor submitting plans for Design Control approval shall pay the reasonable costs incurred by the Developer in assessing such plans.

2 Recovery of Costs – Indemnity and Enforcement

- 2.1 The Developer may recover from any prior or existing Registered Proprietor of any Lot, as a liquidated debt, any sum payable to the Developer by that Registered Proprietor for costs incurred pursuant to the provisions of this Schedule.



- 2.2 The Registered Proprietor of each Lot will indemnify and hold indemnified the Developer against all or any liability, actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may arise through the Developer requiring compliance by that Registered Proprietor with any of the provisions of this Schedule.

3 Notices

- 3.1 The address for service of the Developer for the purposes of any notice or document to be served or delivered pursuant to the provisions of this Schedule, including any plans requiring Design Control approval, shall be Richard Griffin, 205 Champion Road, Richmond.

4 Design Controls, General Standards and Prohibitions

- 4.1 These Design Controls have been established to enhance the character of the Development and to develop and maintain a high quality residential environment. These are intended to be broad, to allow flexibility, as architectural styles change and develop and ensuring the environment of the Development is that of a quality residential environment.
- 4.2 In assessing whether to approve any building design plans, the following shall be considered:
- 4.2.1 whether the proposed Building(s) are of a quality design;
 - 4.2.2 the extent to which the proposed Buildings are in harmony with the surrounding area and any existing or approved Buildings;
 - 4.2.3 the influence or effect the proposed Buildings may have upon the outlook of adjacent and/or neighbouring dwellings;
 - 4.2.4 individual elements of the design materials and detailing as well as the overall design; and
 - 4.2.5 any other factor considered relevant.

5 Specific Design Controls

- 5.1 The minimum enclosed floor area of each dwelling on Lots 25, 26 and 33 shall be 200m² and for remaining Lots 180m² excluding garages and other accessory buildings, unless specifically approved by the Developer.
- 5.2 No fences or hedges shall be erected or grown on the Lots within a distance of 10 metres from the road frontage. A variation may be granted in writing at the sole discretion of the Developer.

6 General Standards

The Registered Proprietor of any Lot shall:

- 6.1 Not erect, construct, or allow to be erected or constructed on the Lot:
- 6.1.1 Any Building other than a new dwelling not being a pre-used or secondhand Building or relocatable Building;
 - 6.1.2 Any dwelling, building or structure with a roof pitch of less than 20 degrees;
 - 6.1.3 Any dwelling, building or structure of an "A" frame style or construction;



- 6.1.4 Any dwelling, building or structure with a roof cladding of unpainted corrugated iron or any other unpainted or uncoated materials;
- 6.1.5 Any dwelling with a monoplane roof.
- 6.1.6 Any building, mast, aerial, tree or shrub exceeding the height restriction as set out in Schedule C herein.
- 6.2 Provide parking on the Lot for at least two vehicles in addition to garaging.
- 6.3 Provide at least two lock up garages or a double garage on the Lot for motor vehicles and/or boats.
- 6.4 Not erect any carport on the Lot other than a fully enclosed garage on any part of the Lot where it is visible from any part of the road and/or any other Lot.
- 6.5 Not use any caravan or campervan or other similar facility for regular overnight sleeping accommodation on any Lot.
- 6.6 Store all trailers, caravans or campervans in garages on the Lot.
- 6.7 Not erect or allow to be erected on the Lot any gate across the vehicular entrance to the Lot that is higher than 1.8m.
- 6.8 Maintain all exterior painting and other exterior surface materials to a reasonable standard appropriate to a quality residential neighbourhood.
- 6.9 Complete construction of any Dwelling within 12 months after the formation of the foundations of that Dwelling and complete site landscaping including lawns no later than 6 months after completion of the Dwelling.
- 6.10 Not use or permit any part of any Lot or dwelling to be used for commercial activity other than for a Home Office and not make any application at any time (by way of resource consent or plan change or otherwise) for any use of the Lot other than for a Dwelling (which may include a Home Office) without the prior written consent of the Developer which consent may be given or withheld at the entire discretion of the Developer.
- 6.11 Not make or allow the making of any fire on the Lot outside a Dwelling except where such fire is located within an appropriate barbeque area or heating fitting.
- 6.12 Not install or allow to be installed any outdoor light which shines directly on to any other Lot or in respect of which the bulb is visible from any other Lot.
- 6.13 Not erect any satellite dish with a diameter greater than 0.7 metres.
- 6.14 Not subdivide any Lot except for Lots 25 and 26 which may be subdivided to create one additional Lot each.
- 6.15 Not to cut, fell or damage any trees existing at the date of registration of these covenants, or planted on the Road or Access way by the Developer, or take any action in respect of any such trees to prevent them from growing to their full maturity.

7 Construction

- 7.1 During construction of a Dwelling on a Lot the Registered Proprietor shall ensure that the Lot is generally kept tidy and that no rubbish is allowed to escape or be deposited onto any adjoining Lot or road and that no damage is done to any part of the roadway and/or footpath and/or landscaping.



- 7.2 No building activity shall take place outside the hours of 7.30 a.m. to 7.00 p.m. on any weekday and 8.00 a.m. to 6.00 p.m. on any Saturday, and at any time on Sunday or public holidays.

8 Rubbish Disposal

- 8.1 All refuse shall be kept in refuse containers which shall be put out for collection or emptying on the scheduled collection dates. Biodegradable refuse may be composted for use on a Lot provided the materials for composting are sourced from the land and/or Dwelling on the Lot.
- 8.2 No refuse shall be burned on any Lot and no Registered Proprietor shall maintain or use an incinerator.

Schedule C – Height Restrictions

No vegetation, tree, shrub, building, dwelling or other structure on any Lot shall exceed a height above the "Reduced Level" in terms of Nelson Vertical Datum 1955 as set out hereunder:

Servient Lot	Area on DP 467349	Height Restriction Reduced Level	Dominant Lots are all Lots on DP 467349
Lot 17	E and AT	52.88	
Lot 18	O and AU	58.38	
Lot 19	Lot 19	60.78	
Lot 23	Q and AX	46.59	
Lot 25	AS	61.34	
	AD	59.99	
	AF	59.99	
Lot 26	Lot 26	60.93	
Lot 30	H, K and AV	52.77	
Lot 31	AW	59.27	
Lot 32	AY	46.59	
Lot 33	AZ	51.49	
Lot 34	AR	57.18	
	Y	55.00	
	X	54.23	
	AQ	53.83	



1. No vegetation, tree, shrub, building, dwelling or other structure on any Lot shall exceed a height above 3.5m above natural ground level as shown on the Post Development Site Contour Plan prepared by Staig & Smith dated 26 August 2013.

Servient Lot	Area on DP 467349	Dominant Lots are all Lots on DP 467349
Lot 18	N and P	
Lot 25	AE	
Lot 33	V	

2. No vegetation, tree, shrub, building, dwelling or other structure on any Lot shall exceed a height above 2.5m above natural ground level as shown on the Post Development Site Contour Plan prepared by Staig & Smith dated 26 August 2013.

Servient Lot	Area on DP 467349	Dominant Lots are all Lots on DP 467349
Lot 17	F and G	
Lot 18	AO and AP	
Lot 23	R	
Lot 25	AC	
Lot 30	L, I and J	
Lot 31	M	
Lot 32	S	
Lot 33	T and W	
Lot 34	Z	

3. No vegetation, tree, shrub, building, dwelling or other structure on any Lot shall exceed a height above 1.5m above natural ground level as shown on the Post Development Site Contour Plan prepared by Staig & Smith dated 26 August 2013.

Servient Lot	Area on DP 467349	Dominant Lots are all Lots on DP 467349
Lot 34	AA	

View Instrument Details



Instrument No 9210559.12
Status Registered
Date & Time Lodged 08 January 2013 14:46
Lodged By Penketh, Kim
Instrument Type Easement Instrument



Affected Computer Registers Land District

595054	Nelson
598785	Nelson

Annexure Schedule: Contains 7 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument	☒
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	☒
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	☒
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	☒
Mortgage 6104171.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required	☒
I certify that the Mortgagee under Mortgage 8929242.3 has consented to this transaction and I hold that consent	☒

Signature

Signed by Hamish Richard Grenfell as Grantor Representative on 08/01/2013 02:11 PM

Grantee Certifications

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

Signature

Signed by Hamish Richard Grenfell as Grantee Representative on 08/01/2013 02:11 PM

*** End of Report ***

Easement instrument to create land covenant

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

Grantor

AHIMIA LIMITED

Grantee

AHIMIA LIMITED

Creation of Covenant

The Grantor being the registered proprietor of the servient tenement set out in Schedule A creates the covenants set out in Schedule B, 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 as set out In Annexure Schedules		598785	595054

Continuation of Schedule A

Covenant provisions

To the intent that the covenants herein shall run with the servient tenements, referred to in Schedule A hereof, forever for the benefit of the dominant tenements referred to in the said Schedule A hereof.

The disputes provisions set out in clause 14 of Schedule 4 of the Land Transfer Regulations 2002 shall also be applicable to the covenants created by this instrument.

AHIMIA LIMITED shall only be liable in respect of the stipulations and restrictions which occur while it is the registered proprietor of the Servient Lots and 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 Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Servient and Dominant Lots shall indemnify and keep indemnified AHIMIA LIMITED 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 of the Lots which have been transferred by it to another registered proprietor.

If any dispute or difference arises between servient and dominant lot owners in relation to these covenants including as to what may constitute a breach of these covenants or to the meaning or interpretation of these covenants, whilst AHIMIA LIMITED is the owner of any Dominant Lot(s) then the same shall be referred to AHIMIA LIMITED for resolution whose decision shall be final.

In the event that the Grantee or any subsequent servient lot owner is in breach of any of these covenants they shall on request from the Grantor or any subsequent dominant lot owner (any of whom are included in the expression "Enforcer" in this clause) immediately and permanently desist from and remedy any such breach at their cost. The Grantee or any subsequent servient lot owner shall also pay to the Enforcer:

The Enforcer's costs, fees and charges incurred in respect of ensuring compliance with these restrictive covenants including any costs, fees and charges incurred in dealing with any claims against the Grantor by third parties arising from such breach, plus a 50% liquidated damages surcharge; and

The costs, fees and charges of any other person entitled to enforce the remedies.

The provisions applying to the specified covenants are those set out in Annexure Schedule B.

ANNEXURE SCHEDULE B

Schedule of Covenants

1. Interpretation

Unless the context specifies or requires otherwise, the following words and phrases when used in this Schedule shall have the meanings specified below:

“Grantee” in relation to this instrument means the registered proprietor of the dominant land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantee.

“Grantor” in relation to this instrument means the registered proprietor of the servient land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantor.

“Proprietor” means Registered Proprietor.

“Registered Proprietor” includes any Registered Proprietor of a Lot and any tenant, licensee, visitor or invitee of a Registered Proprietor and any other occupier of a Lot. Joint Registered Proprietors of one Lot shall be deemed to be one Registered Proprietor.

“Building” means any building or structure higher than 1.2 metres above ground level, including chimneys and satellite dishes, but excluding aeriels.

“Commercial Activity” means the use of the land and/or buildings for the display, offering, provision, sale or hire of goods, equipment or services for payment, exchange or other consideration but excludes the management and/or maintenance of any part of the Development and the renting or letting of a residential dwelling for a period of 7 days or longer.

“Design Controls” means the design controls detailed in clauses 5 to 8 herein.

“Developer” means Ahimia Limited or its successor in title to Lot 1 on the Subdivision Plan.

“Development” means the residential development and related facilities arising from the subdivision of land as set out in RM 080206 and RM 080206V1 issued by the Tasman District Council

“Height” in respect of any part of any building means the height of that part of that building measured vertically above original ground level.

“Home Office” means no more than two rooms in a dwelling set aside for home office/business/commercial activity but excludes any bed and breakfast or other form of commercial Visitor Accommodation Activity.

“Lots” means all of the lots within the Development other than Lot 1 contained and described in separate certificates of title shown on the Subdivision Plan and **“Lot”** means one of those lots contained and described in a separate certificate of title. Reference to a Lot or Lots by number or numbers means those numbered Lots as shown on the Subdivision Plan.

“Subdivision Plan” means the subdivision plan showing Lot boundaries being DP 446635.

2. Building Design Approval Process

- 2.1 All Buildings erected on any Lot, including additions or extensions to existing Buildings shall be designed and constructed in accordance with the design guidelines detailed in the Design Controls herein.
- 2.2 The Registered Proprietor of any Lot shall, prior to erecting any Building on that Lot including additions or extensions to existing Buildings, submit concept plans of the proposed building to the Developer. Plans shall be submitted in sufficient detail to enable the Developer to assess the design and shall include the colour palate. The developer will not approve white, pastel or light colour shades. The Registered Proprietor shall provide to the Developer any additional plans, details or other information requested by it to enable the design control assessment to be made.
- 2.3 Within 30 days after receiving the plans, and any further information requested, the Developer shall advise the Registered Proprietor whether the plans are approved. Approval may be given subject to conditions, in which case the approval is only effective if such conditions are complied with.
- 2.4 If for any reason the Developer fails to respond within the 30 day period referred to in clause 2.3 above, the Developer shall be deemed to have approved the plans submitted provided that the obtaining of such deemed approval shall not in any way waive or discharge the obligation on the Registered Proprietor to comply with the specific Design Controls detailed herein.
- 2.5 The decision of the Developer on any Design Control assessment is final. No Building may be erected upon any Lot unless the design of that Building has been approved in writing by the Developer or deemed to have been approved under clause 2.4 above. Any Building erected without such approval shall be dismantled and removed forthwith if and when required by the Developer.
- 2.6 The approval by the Developer of plans for the construction of any Building on any Lot shall not constitute or be deemed to be an approval of similar plans for any other Lot or Lots, and the Developer may, at its discretion, withhold its approval of identical or similar plans or specifications subsequently or additionally submitted for approval by the same or any other Registered Proprietor.
- 2.7 The Developer may, in its discretion, waive compliance with any aspect of the Design Controls if, in its opinion, the granting of such waiver will not be contrary to the intent and spirit of the Design Controls.
- 2.8 The Developer may from time to time, by notice in writing to the Registered Proprietors of Servient Lots, vary its procedure for the submission and approval of plans and specifications provided that no such variation may materially alter the rights and obligations arising under this clause.
- 2.9 Any Design Control approval given under this clause shall lapse if construction of the buildings subject to that Design Control approval has not commenced within two years after the date on which approval is given.
- 2.10 The Registered Proprietor submitting plans for Design Control approval shall pay the reasonable costs incurred by the Developer in assessing such plans.

3. Recovery of Costs – Indemnity and Enforcement

- 3.1 The Developer may recover from any prior or existing Registered Proprietor of any Lot, as a liquidated debt, any sum payable to the Developer by that Registered Proprietor for costs incurred pursuant to the provisions of this Schedule.
- 3.2 The Registered Proprietor of each Lot will indemnify and hold indemnified the Developer against all or any liability, actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may arise through the Developer requiring compliance by that Registered Proprietor with any of the provisions of this Schedule.

4. Notices

- 4.1 The address for service of the Developer for the purposes of any notice or document to be served or delivered pursuant to the provisions of this Schedule, including any plans requiring Design Control approval, shall be Richard Griffin, 205 Champion Road, Richmond.

5. Design Controls, General Standards and Prohibitions

- 5.1 These Design Controls have been established to enhance the character of the Development and to develop and maintain a high quality residential environment. These are intended to be broad, to allow flexibility, as architectural styles change and develop and ensuring the environment of the Development is that of a quality residential environment.
- 5.2 In assessing whether to approve any building design plans, the following shall be considered:
 - 5.2.1 whether the proposed Building(s) are of a quality design;
 - 5.2.2 the extent to which the proposed Buildings are in harmony with the surrounding area and any existing or approved Buildings;
 - 5.2.3 the influence or effect the proposed Buildings may have upon the outlook of adjacent and/or neighbouring dwellings;
 - 5.2.4 individual elements of the design materials and detailing as well as the overall design; and
 - 5.2.5 any other factor considered relevant.

6. Specific Design Controls

- 6.1 The minimum enclosed floor area of each dwelling shall be 200m² excluding garages and other accessory buildings unless specifically approved by the Developer.
- 6.2 No fences or hedges shall be erected or grown on the property within a distance of 15 metres from the road frontage.

7. General Standards

The Registered Proprietor of any Lot shall:

- 7.1 Not erect, construct, or allow to be erected or constructed on the Lot:
 - 7.1.1 Any Building other than a new dwelling not being a pre-used or second hand Building or relocatable Building;
 - 7.1.2 Any dwelling, building or structure with a roof pitch of less than 20 degrees;
 - 7.1.3 Any dwelling, building or structure of an "A" frame style or construction;
 - 7.1.4 Any dwelling, building or structure with a roof cladding of unpainted corrugated iron or any other unpainted or uncoated materials;
 - 7.1.5 Any dwelling with a monoplane roof.
- 7.2 Provide parking on the Lot for at least two vehicles in addition to garaging.
- 7.3 Provide at least two lock up garages or a double garage on the Lot for motor vehicles and/or boats.
- 7.4 Not erect any carport on the Lot other than a fully enclosed garage on any part of the Lot where it is visible from any part of the road and/or any other Lot.
- 7.5 Not use any caravan or campervan or other similar facility for regular overnight sleeping accommodation on any Lot.
- 7.6 Store all trailers, caravans or campervans in garages on the Lot.
- 7.7 Not erect or allow to be erected on the Lot any gate across the vehicular entrance to the Lot that is higher than 1.8m.
- 7.8 Maintain all exterior painting and other exterior surface materials to a reasonable standard appropriate to a quality residential neighbourhood.
- 7.9 Complete construction of any Dwelling within 12 months after the formation of the foundations of that Dwelling and complete site landscaping including lawns no later than 6 months after completion of the Dwelling.
- 7.10 Not use or permit any part of any Lot or dwelling to be used for commercial activity other than for a Home Office and not make any application at any time (by way of resource consent or plan change or otherwise) for any use of the Lot other than for a Dwelling (which may include a Home Office) without the prior written consent of the Developer which consent may be given or withheld at the entire discretion of the Developer.
- 7.11 Not make or allow the making of any fire on the Lot outside a Dwelling except where such fire is located within an appropriate barbeque area or heating fitting.
- 7.12 Not install or allow to be installed any outdoor light which shines directly on to any other Lot or in respect of which the bulb is visible from any other Lot.
- 7.13 Not erect any satellite dish with a diameter greater than 0.7 metres.
- 7.14 Not subdivide any Lot.

- 7.15 Not to cut, fell or damage any trees existing at the date of registration of these covenants, or planted on the Road or Accessway by the Developer, or take any action in respect of any such trees to prevent them from growing to their full maturity.

8. Construction

- 8.1 During construction of a Dwelling on a Lot the Registered Proprietor shall ensure that the Lot is generally kept tidy and that no rubbish is allowed to escape or be deposited onto any adjoining Lot or road and that no damage is done to any part of the roadway and/or footpath and/or landscaping.
- 8.2 No building activity shall take place outside the hours of 7.30 a.m. to 7.00 p.m. on any weekday and 8.00 a.m. to 6.00 p.m. on any Saturday, and at any time on Sunday or public holidays.

9. Rubbish Disposal

- 9.1 All refuse shall be kept in refuse containers which shall be put out for collection or emptying on the scheduled collection dates. Biodegradable refuse may be composted for use on a Lot provided the materials for composting are sourced from the land and/or Dwelling on the Lot.
- 9.2 No refuse shall be burned on any Lot and no Registered Proprietor shall maintain or use an incinerator.

View Instrument Details



Instrument No 8987188.4
Status Registered
Date & Time Lodged 10 April 2012 15:16
Lodged By Penketh, Kim
Instrument Type Easement Instrument



Affected Computer Registers Land District

562867	Nelson
562868	Nelson
562869	Nelson
562870	Nelson
562871	Nelson

Annexure Schedule: Contains 9 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 8929242.3 has consented to this transaction and I hold that consent	☒

Signature

Signed by James Andrew Grover as Grantor Representative on 24/04/2012 02:11 PM

Grantee Certifications

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

Signature

Signed by James Andrew Grover as Grantee Representative on 24/04/2012 02:11 PM

*** End of Report ***

Easement instrument to create land covenant

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

Grantor

AHIMIA LIMITED

Grantee

AHIMIA LIMITED

Creation of Covenant

The Grantor being the registered proprietor of the servient tenement set out in Schedule A creates the covenants set out in Schedule B, 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 as set out In Annexure Schedules		562868 562869 562870 562871	562868 562869 562870 562871 562867

Continuation of Schedule A

Covenant provisions

To the intent that the covenants herein shall run with the servient tenements, referred to in Schedule A hereof, forever for the benefit of the dominant tenements referred to in the said Schedule A hereof.

The disputes provisions set out in clause 14 of Schedule 4 of the Land Transfer Regulations 2002 shall also be applicable to the covenants created by this instrument.

AHIMIA LIMITED shall only be liable in respect of the stipulations and restrictions which occur while it is the registered proprietor of the Servient Lots and 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 Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Servient and Dominant Lots shall indemnify and keep indemnified AHIMIA LIMITED 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 of the Lots which have been transferred by it to another registered proprietor.

If any dispute or difference arises between servient and dominant lot owners in relation to these covenants including as to what may constitute a breach of these covenants or to the meaning or interpretation of these covenants, whilst AHIMIA LIMITED is the owner of any Dominant Lot(s) then the same shall be referred to AHIMIA LIMITED for resolution whose decision shall be final.

In the event that the Grantee or any subsequent servient lot owner is in breach of any of these covenants they shall on request from the Grantor or any subsequent dominant lot owner (any of whom are included in the expression "Enforcer" in this clause) immediately and permanently desist from and remedy any such breach at their cost. The Grantee or any subsequent servient lot owner shall also pay to the Enforcer:

The Enforcer's costs, fees and charges incurred in respect of ensuring compliance with these restrictive covenants including any costs, fees and charges incurred in dealing with any claims against the Grantor by third parties arising from such breach, plus a 50% liquidated damages surcharge; and

The costs, fees and charges of any other person entitled to enforce the remedies.

The provisions applying to the specified covenants are those set out in Annexure Schedule B.

ANNEXURE SCHEDULE B

Schedule of Covenants

1. Interpretation

Unless the context specifies or requires otherwise, the following words and phrases when used in this Schedule shall have the meanings specified below:

“Grantee” in relation to this instrument means the registered proprietor of the dominant land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantee.

“Grantor” in relation to this instrument means the registered proprietor of the servient land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantor.

“Proprietor” means Registered Proprietor.

“Registered Proprietor” includes any Registered Proprietor of a Lot and any tenant, licensee, visitor or invitee of a Registered Proprietor and any other occupier of a Lot. Joint Registered Proprietors of one Lot shall be deemed to be one Registered Proprietor.

“Building” means any building or structure higher than 1.2 metres above ground level, including chimneys and satellite dishes, but excluding aerials.

“Commercial Activity” means the use of the land and/or buildings for the display, offering, provision, sale or hire of goods, equipment or services for payment, exchange or other consideration but excludes the management and/or maintenance of any part of the Development and the renting or letting of a residential dwelling for a period of 7 days or longer.

“Design Controls” means the design controls detailed in clauses 5 to 8 herein.

“Developer” means Ahimia Limited or its successor in title to Lot 1 on the Subdivision Plan.

“Development” means the residential development and related facilities arising from the subdivision of land as set out in RM 080206 and RM 080206V1 issued by the Tasman District Council

“Height” in respect of any part of any building means the height of that part of that building measured vertically above original ground level.

“Home Office” means no more than two rooms in a dwelling set aside for home office/business/commercial activity but excludes any bed and breakfast or other form of commercial Visitor Accommodation Activity.

“Lots” means all of the lots within the Development other than Lot 1 contained and described in separate certificates of title shown on the Subdivision Plan and **“Lot”** means one of those lots contained and described in a separate certificate of title. Reference to a Lot or Lots by number or numbers means those numbered Lots as shown on the Subdivision Plan.

“Subdivision Plan” means the subdivision plan showing Lot boundaries being DP 446635.

2. Building Design Approval Process

- 2.1 All Buildings erected on any Lot, including additions or extensions to existing Buildings shall be designed and constructed in accordance with the design guidelines detailed in the Design Controls herein.
- 2.2 The Registered Proprietor of any Lot shall, prior to erecting any Building on that Lot including additions or extensions to existing Buildings, submit concept plans of the proposed building to the Developer. Plans shall be submitted in sufficient detail to enable the Developer to assess the design and shall include the colour palate. The developer will not approve white, pastel or light colour shades. The Registered Proprietor shall provide to the Developer any additional plans, details or other information requested by it to enable the design control assessment to be made.
- 2.3 Within 30 days after receiving the plans, and any further information requested, the Developer shall advise the Registered Proprietor whether the plans are approved. Approval may be given subject to conditions, in which case the approval is only effective if such conditions are complied with.
- 2.4 If for any reason the Developer fails to respond within the 30 day period referred to in clause 2.3 above, the Developer shall be deemed to have approved the plans submitted provided that the obtaining of such deemed approval shall not in any way waive or discharge the obligation on the Registered Proprietor to comply with the specific Design Controls detailed herein.
- 2.5 The decision of the Developer on any Design Control assessment is final. No Building may be erected upon any Lot unless the design of that Building has been approved in writing by the Developer or deemed to have been approved under clause 2.4 above. Any Building erected without such approval shall be dismantled and removed forthwith if and when required by the Developer.
- 2.6 The approval by the Developer of plans for the construction of any Building on any Lot shall not constitute or be deemed to be an approval of similar plans for any other Lot or Lots, and the Developer may, at its discretion, withhold its approval of identical or similar plans or specifications subsequently or additionally submitted for approval by the same or any other Registered Proprietor.
- 2.7 The Developer may, in its discretion, waive compliance with any aspect of the Design Controls if, in its opinion, the granting of such waiver will not be contrary to the intent and spirit of the Design Controls.
- 2.8 The Developer may from time to time, by notice in writing to the Registered Proprietors of Servient Lots, vary its procedure for the submission and approval of plans and specifications provided that no such variation may materially alter the rights and obligations arising under this clause.
- 2.9 Any Design Control approval given under this clause shall lapse if construction of the buildings subject to that Design Control approval has not commenced within two years after the date on which approval is given.
- 2.10 The Registered Proprietor submitting plans for Design Control approval shall pay the reasonable costs incurred by the Developer in assessing such plans.

3. Recovery of Costs – Indemnity and Enforcement

- 3.1 The Developer may recover from any prior or existing Registered Proprietor of any Lot, as a liquidated debt, any sum payable to the Developer by that Registered Proprietor for costs incurred pursuant to the provisions of this Schedule.
- 3.2 The Registered Proprietor of each Lot will indemnify and hold indemnified the Developer against all or any liability, actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may arise through the Developer requiring compliance by that Registered Proprietor with any of the provisions of this Schedule.

4. Notices

- 4.1 The address for service of the Developer for the purposes of any notice or document to be served or delivered pursuant to the provisions of this Schedule, including any plans requiring Design Control approval, shall be Richard Griffin, 205 Champion Road, Richmond.

5. Design Controls, General Standards and Prohibitions

- 5.1 These Design Controls have been established to enhance the character of the Development and to develop and maintain a high quality residential environment. These are intended to be broad, to allow flexibility, as architectural styles change and develop and ensuring the environment of the Development is that of a quality residential environment.
- 5.2 In assessing whether to approve any building design plans, the following shall be considered:
 - 5.2.1 whether the proposed Building(s) are of a quality design;
 - 5.2.2 the extent to which the proposed Buildings are in harmony with the surrounding area and any existing or approved Buildings;
 - 5.2.3 the influence or effect the proposed Buildings may have upon the outlook of adjacent and/or neighbouring dwellings;
 - 5.2.4 individual elements of the design materials and detailing as well as the overall design; and
 - 5.2.5 any other factor considered relevant.

6. Specific Design Controls

- 6.1 The minimum enclosed floor area of each dwelling shall be 200m² excluding garages and other accessory buildings unless specifically approved by the Developer.
- 6.2 No fences or hedges shall be erected or grown on the property within a distance of 15 metres from the road frontage.

7. General Standards

The Registered Proprietor of any Lot shall:

- 7.1 Not erect, construct, or allow to be erected or constructed on the Lot:
 - 7.1.1 Any Building other than a new dwelling not being a pre-used or second hand Building or relocatable Building;
 - 7.1.2 Any dwelling, building or structure with a roof pitch of less than 20 degrees;
 - 7.1.3 Any dwelling, building or structure of an "A" frame style or construction;
 - 7.1.4 Any dwelling, building or structure with a roof cladding of unpainted corrugated iron or any other unpainted or uncoated materials;
 - 7.1.5 Any dwelling with a monoplane roof.
- 7.2 Provide parking on the Lot for at least two vehicles in addition to garaging.
- 7.3 Provide at least two lock up garages or a double garage on the Lot for motor vehicles and/or boats.
- 7.4 Not erect any carport on the Lot other than a fully enclosed garage on any part of the Lot where it is visible from any part of the road and/or any other Lot.
- 7.5 Not use any caravan or campervan or other similar facility for regular overnight sleeping accommodation on any Lot.
- 7.6 Store all trailers, caravans or campervans in garages on the Lot.
- 7.7 Not erect or allow to be erected on the Lot any gate across the vehicular entrance to the Lot that is higher than 1.8m.
- 7.8 Maintain all exterior painting and other exterior surface materials to a reasonable standard appropriate to a quality residential neighbourhood.
- 7.9 Complete construction of any Dwelling within 12 months after the formation of the foundations of that Dwelling and complete site landscaping including lawns no later than 6 months after completion of the Dwelling.
- 7.10 Not use or permit any part of any Lot or dwelling to be used for commercial activity other than for a Home Office and not make any application at any time (by way of resource consent or plan change or otherwise) for any use of the Lot other than for a Dwelling (which may include a Home Office) without the prior written consent of the Developer which consent may be given or withheld at the entire discretion of the Developer.
- 7.11 Not make or allow the making of any fire on the Lot outside a Dwelling except where such fire is located within an appropriate barbeque area or heating fitting.
- 7.12 Not install or allow to be installed any outdoor light which shines directly on to any other Lot or in respect of which the bulb is visible from any other Lot.
- 7.13 Not erect any satellite dish with a diameter greater than 0.7 metres.
- 7.14 Not subdivide any Lot.

- 7.15 Not to cut, fell or damage any trees existing at the date of registration of these covenants, or planted on the Road or Accessway by the Developer, or take any action in respect of any such trees to prevent them from growing to their full maturity.

8. Construction

- 8.1 During construction of a Dwelling on a Lot the Registered Proprietor shall ensure that the Lot is generally kept tidy and that no rubbish is allowed to escape or be deposited onto any adjoining Lot or road and that no damage is done to any part of the roadway and/or footpath and/or landscaping.
- 8.2 No building activity shall take place outside the hours of 7.30 a.m. to 7.00 p.m. on any weekday and 8.00 a.m. to 6.00 p.m. on any Saturday, and at any time on Sunday or public holidays.

9. Rubbish Disposal

- 9.1 All refuse shall be kept in refuse containers which shall be put out for collection or emptying on the scheduled collection dates. Biodegradable refuse may be composted for use on a Lot provided the materials for composting are sourced from the land and/or Dwelling on the Lot.
- 9.2 No refuse shall be burned on any Lot and no Registered Proprietor shall maintain or use an incinerator.

ANNEXURE SCHEDULE - CONSENT FORM

Land Transfer Act 1952 section 238(2)

Person giving consent <i>Surname must be underlined</i>	Capacity and Interest of Person giving consent <i>(eg. Mortgagee under Mortgage no.)</i>
WESTPAC NEW ZEALAND LIMITED	Mortgagee under Mortgage No. 8929242.3

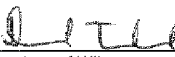
Consent

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the Person giving consent hereby consents to:

Registration of the within written easement

Dated this 26th day of February 2012**Attestation**

 Westpac New Zealand Ltd by its attorney TREVOR JOHN CHAPMAN	Signed in my presence by the Person giving consent  <i>Signature of Witness</i>
	<i>Witness to complete in BLOCK letters (unless legibly printed):</i> Witness name DANIEL TURKEL Occupation BANK OFFICER Address AUCKLAND
Signature [Common seal] of Person giving consent	

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, TREVOR JOHN CHAPMAN, of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006, a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at Westpac on Takutai Square, 16 Takutai Square, Auckland 1010, appointed me its attorney on the terms and subject to the conditions set out in that Deed and the attached document is executed by me under the powers conferred by that Deed.
2. **THAT** at the date of this certificate I am a Tier **TWO** Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of Westpac New Zealand Limited or otherwise.

Signed at Auckland

On the 25th day of February 2012

TREVOR JOHN CHAPMAN



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

Transfer instrument
Section 90, Land Transfer Act 1952

Land registration district

NELSON



T 5828817.8 Transfer

Cpy - 01/01, Pgs - 006, 23/12/03, 15:02



DocID 210999874

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

110097, 110098 and
110099

All

Transferor

Surname(s) must be underlined or in CAPITALS.

Richard Geoffrey GRIFFIN, Sarah Standish GRIFFIN and Michael Forbes SMITH

Transferee

Surname(s) must be underlined or in CAPITALS.

Richard Geoffrey GRIFFIN, Sarah Standish GRIFFIN and Michael Forbes SMITH

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 a Land Covenant (continued on page 2 annexure schedule)

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 4th day of December 03

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

 Richard Geoffrey GRIFFIN & Sarah Standish GRIFFIN by their attorney Paul Donald LE GROS	Signed in my presence by the Transferor
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Transferor	KIM PENKETH LEGAL EXECUTIVE TO DUNCAN COTTERILL SOLICITORS OF NELSON

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

[Solicitor for] the Transferee

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

4 December 03

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pages

(Continue in additional Annexure Schedule, if required.)

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

The Transferor when registered proprietor of the land formerly contained in CT 13B/550 subdivided the land into residential lots in the manner shown and defined on Deposited Plan 327111 AND WHEREAS it is the intention of the Transferor to create for the benefit of the land in the Certificates of Title set out in Schedule A (hereinafter referred to as the "Dominant Lots") the land covenants set out in Schedule B over the land in the Certificates of Title set out in Schedule A (hereinafter referred to as the "Servient Lots") TO THE INTENT that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B (and that the owner and occupier for the time being 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 DOTH HEREBY COVENANT AND AGREE 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.

AND the Transferee DOTH HEREBY FURTHER COVENANT with the Transferor in the manner set out in Schedule D hereto so that the said covenants shall run with the Lot shown as the Servient Lot in Schedule C hereto for the benefit of the Lot shown as Dominant Lot in Schedule C hereto TO THE INTENT that the Servient Lot shall be bound by the stipulations and restrictions set out in Schedule D hereto (and that the owner and occupier for the time being of the Dominant Lot may enforce the observance of such stipulations against the owners or occupiers for the time being of the Servient Lots).

THAT the said Richard Geoffrey GRIFFIN, Sarah Standish GRIFFIN and Michael Forbes SMITH will not be liable because of any action they take or fail 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 proprietor or proprietors for the time being of the Dominant Lots shall indemnify and keep indemnified the said Richard Geoffrey GRIFFIN, Sarah Standish GRIFFIN and Michael Forbes SMITH and their 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 of the Dominant Lots which have been transferred by the said Richard Geoffrey GRIFFIN, Sarah Standish GRIFFIN and Michael Forbes SMITH to another registered proprietor.

THAT 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 the Transferor forthwith desist from such breach, and remedy such breach. All costs in such remedy and the Transferor's costs to ensure compliance shall be borne by the Transferee.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

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

Transfer

Dated 4 December 03

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(Continue in additional Annexure Schedule, if required.)

SCHEDULE A**All Lots on Deposited Plan 327111****"Servient Lots"**

Lot 1 Certificate of Title 110097

Lot 25 Certificate of Title 110098

Lot 26 Certificate of Title 110099

"Dominant Lots"

Lot 25 Certificate of Title 110098

Lot 26 Certificate of Title 110099

Lot 1 Certificate of Title 110097

Lot 26 Certificate of Title 110099

Lot 25 Certificate of Title 110098

Lot 1 Certificate of Title 110097

SCHEDULE B**The Transferee shall not:**On the areas marked "A", "B" and "C" ^{on DP 327111} being the Pond (hereinafter referred to as "the pond")

- (a) Build or allow any building, fence or other structure within five (5) metres of the pond;
- (b) Trespass or allow any person to trespass on any part of the pond which is not within their lot;
- (c) Place or run or allow to run any water or other substances into the pond from their lot except only normal stormwater drainage from any buildings on the lot;
- (d) Do or allow to be done on their lot anything which may damage or harm the natural features of the pond.

SCHEDULE C**All Lots on Deposited Plan 327111****"Servient Lot"**

Lot 1 Certificate of Title 110097

"Dominant Lot"

Lot 25 Certificate of Title 110098

SCHEDULE D**The Transferee shall not:**Erect or permit to be erected on the area marked "O" ^{on DP 327111}

- (a) Any building or structure except a swimming pool and associated open space type fencing;
- (b) Any boundary fencing or boundary hedge more than 1.2 metres in height.

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Annexure Schedule



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

Transfer

Dated 4 December 03

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(Continue in additional Annexure Schedule, if required.)

To the District Land Registrar:

We the Registered Proprietors of the above described Certificate(s) of Title, hereby request that the within written Restrictive Land Covenants are registered over the titles of both the Servient Tenements and Dominant Tenements.

Richard Geoffrey GRIFFIN by his attorney Paul Donald LE GROS

Sarah Standish GRIFFIN by her attorney Paul Donald LE GROS

Michael Forbes SMITH

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Annexure Schedule



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

Transfer

Dated

4 December 03

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(Continue in additional Annexure Schedule, if required.)

**CERTIFICATE THAT POWER OF ATTORNEY HAS COME INTO OPERATION
AND THAT THE DONEE IS ACTING IN THE EXECUTION OF THE TRUST**

I, PAUL DONALD LE GROS of Nelson in New Zealand, Solicitor, hereby certify:

1. THAT by Deed dated 21 March 2000 Sarah Standish GRIFFIN of Nelson in New Zealand, Married Woman delegated to me the execution or exercise, during any period for which Sarah Standish GRIFFIN may be absent from New Zealand, of all of the trust powers authorities and discretions vested in the said Sarah Standish GRIFFIN in accordance with the terms and conditions set out in the said deed.
2. THAT the power of attorney set out in the said deed has come into operation.
3. THAT in relation to the subdivision of the land comprised in Certificate of Title NL13B/550 I am acting in execution of the trust.

SIGNED at Nelson this 4th day of December 2003

.....
Attorney

Certified that the power of attorney was deposited in offices of Land Information New Zealand at Christchurch under number

.....
Solicitor for Parties

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



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

Transfer

Dated 4 December 03

Page ☐ of ☐ pages

(Continue in additional Annexure Schedule, if required.)

**CERTIFICATE THAT POWER OF ATTORNEY HAS COME INTO OPERATION
AND THAT THE DONEE IS ACTING IN THE EXECUTION OF THE TRUST**

- I, PAUL DONALD LE GROS of Nelson in New Zealand, Solicitor, hereby certify:
1. THAT by Deed dated 21 March 2000 Richard Geoffrey GRIFFIN of Nelson in New Zealand, Farmer delegated to me the execution or exercise, during any period for which Richard Geoffrey GRIFFIN may be absent from New Zealand, of all of the trust powers authorities and discretions vested in the said Richard Geoffrey GRIFFIN in accordance with the terms and conditions set out in the said deed.
 2. THAT the power of attorney set out in the said deed has come into operation.
 3. THAT in relation to the subdivision of the land comprised in Certificate of Title NL13B/550 I am acting in execution of the trust.

SIGNED at Nelson this 4th day of December 2003

.....
Attorney

Certified that the power of attorney was deposited in offices of Land Information New Zealand at Christchurch under number

.....
Solicitor for Parties

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