



View Instrument Details

Instrument Type	Transfer
Instrument No	7496198.1
Status	Registered
Date & Time Lodged	14 August 2007 15:55
Lodged By	Griffith, Diana Lea

Affected Computer Registers	Land District
304889	Nelson

Transferors

Greenhill Developments Limited

Transferees

Raymond Patrick Gregory and Brenda Faye Gregory

Clauses, Conditions or Intent

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

Transferor Certifications

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

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

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with 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 Dennis Edward Creed as Transferor Representative on 14/08/2007 09:17 AM

Transferee Certifications

I certify that I have the authority to act for the Transferee and that the party has the legal capacity to authorise me to lodge this instrument

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

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Anthony Gilbert Stallard as Transferee Representative on 14/08/2007 11:08 AM

*** End of Report ***

Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

EI 7340358.13 Easeme

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DocID: 211982904

Grantor

Surname must be underlined

Greenhill Developments Limited

Grantee

Surname must be underlined

Todd Julian Blackadder, Priscilla Ann Blackadder and Benjamin Henry Collins

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this

23rd day of April

2007

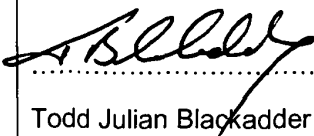
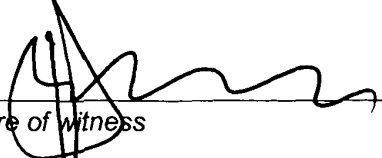
Attestation


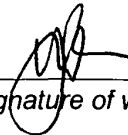
Greenhill Developments Limited by its
Directors:

Director

Director

Signature of Grantor

 Todd Julian Blackadder	<p>Signed in my presence by the Grantee</p>  _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Alain Swain Address Legal Executive Pitt & Moore Richmond
Signature of Grantee	

 Benjamin Henry Collins	<p>Signed in my presence by the Grantee</p>  _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Vivienne Holmes Occupation Legal Executive Crerar Williams Lawyers Address Rangiora
Signature of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952



 [Solicitor for] the Grantee

Annexure Schedule I

Schedule A continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT) on DP 373576	Dominant tenement (Identifier/CT) on DP 342269
Land Covenant	In Annexure Schedule II	Lots 36 & 37	Lot 31 (CT 173747)

The provisions applying to the specified covenants are those set out in Annexure Schedule 2.

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

Annexure Schedule II

Easement Instrument

Dated 23 - 4 - 2007

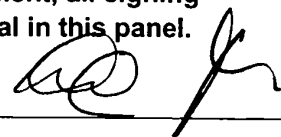
Continue in additional Annexure Schedule, if required

No building or structure shall be erected or tree permitted to grow on the servient tenements in excess of 97 metres above the Nelson City Datum without the prior written consent of the owner of the dominant allotment.

To the District Land Registrar, Nelson

Please register the within Covenant against the Servient and Dominant Titles

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 panel.



Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

BARCODE

Nelson

EI 7340358.11 Easeme

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DocID: 211982901

Grantor

Surname must be underlined

Greenhill Developments Limited

Grantee

Surname must be underlined

David Bruce Nicolls, Bryony Anne Nicolls and Paul Donald Le Gros

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 27th day of

March

2007



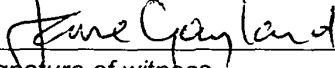
Attestation


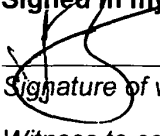
Greenhill Developments Limited by its
Directors:

Director

Director

Signature of Grantor

 David Bruce Nicolls  Bryony Anne Nicolls	Signed in my presence by the Grantee  _____ Signature of witness Witness to complete in BLOCK letters (unless legibly printed)
	Witness name JANE GAYLARD Occupation HEALTH SERVICE MANAGER Address AMBERWOOD THEOBALDS RD BURGESS HILL UK.
Signature of Grantee	

 Paul Donald Le Gros	Signed in my presence by the Grantee  _____ Signature of witness Witness to complete in BLOCK letters (unless legibly printed)
	Witness name Jeremy Barton Solicitor NELSON Occupation Address
Signature of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952



 [Solicitor for] the Grantee

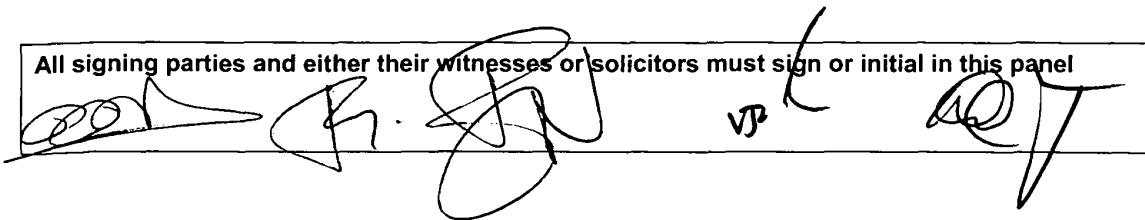
Annexure Schedule I

Schedule A continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT) on DP 373576	Dominant tenement (Identifier/CT) on DP 342269
Land Covenant	In Annexure Schedule II	Lots 36 & 37	Lot 32 (CT 173742)

The provisions applying to the specified covenants are those set out in Annexure Schedule 2.

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

A rectangular box containing four handwritten signatures or initials. From left to right: a stylized signature, a signature that appears to start with 'A.', a signature that appears to start with 'V.P.', and a signature that appears to start with 'A.T.'.

Annexure Schedule II

Easement Instrument

Dated 27 - 3 - 2007

Continue in additional Annexure Schedule, if required

No building or structure shall be erected or tree permitted to grow on the servient tenements in excess of 97 metres above the Nelson City Datum without the prior written consent of the owner of the dominant allotment.

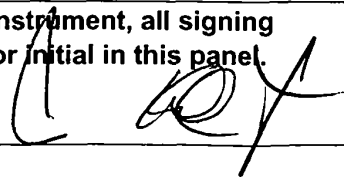
To the District Land Registrar, Nelson

Please register the within Covenant against the Servient and Dominant Titles

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 panel.



VJR



Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

BARCODE

Nelson

EI 7340358.10 Easeme

Cpy - 01/01, Pgs - 011, 26/04/07, 12:46



DocID: 211982900

Grantor

Surname must be underlined

Greenhill Developments Limited

Grantee

Surname must be underlined

Greenhill Developments Limited

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee and creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 23rd day of

April

2007

Attestation

Greenhill Developments Limited by its Directors:

Signature of Grantor and Grantee

Signed ~~in my presence~~ by the Grantor and Grantee

~~Signature of witness.~~

~~Witness to complete in BLOCK letters (unless legibly printed)~~

~~Witness name~~

~~Occupation~~

~~Address~~

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Grantee

Annexure Schedule I

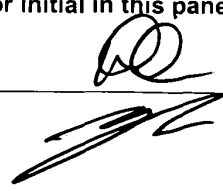
Schedule A continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT) Lots on DP 373576	Dominant tenement (Identifier/CT) Lots on DP 373576
Land Covenant	In Annexure Schedule II	Lots 24 to 26, 33 to 44, 46, 47 and 49 to 57	Lots 16, 24 to 26, 33 to 44, 46, 47 and 49 to 57 and CT 173739 being Lot 27 DP 342269

Covenant provisions

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

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



Annexure Schedule II

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 allotments(s).

2. SUBDIVISION AND STRUCTURES

2.1 The registered proprietors of the servient allotments described in Schedule A covenant for the benefit of the relevant dominant allotments described in Schedule A not at any time hereafter to:

a. Subdivide any of the allotments except for Lots 52, 53 and 57, which shall not be subdivided for a period of twelve (12) years from date of issue of title. In the event of such subdivision the covenants shall apply to the new Lots created including this subdivision provision.

b. Erect or permit to be erected or placed on any allotment;

i. any more than one dwelling and associated outbuildings on Lots 24, 25, 26, 33 to 44, 46, 47, 49, 50, 51, and 54, 55 and 56. Two dwellings and associated outbuildings are permitted on Lots 52, 53 and 57 with the specific written approval of Greenhill Developments Limited which must be obtained prior to any Building Consent Application.

ii. a dwelling with a floor area of less than 150m² for all servient Lots except Lot 52, 53 and 57 where a minimum floor area of less than 130m² shall apply. For the purposes of this clause, floor area excludes

- (1) garaging;
- (2) carports;
- (3) detached outbuildings;
- (4) roof overhangs (except as provided below);
- (5) decking;

For the purposes of this clause, the floor area includes;

- (6) internal and external walls of the dwelling;



- (7) internal fixtures of the dwelling;
- (8) roof overhangs that encompass a veranda or porch that is attached to the dwelling;
- iii. a dwelling without a double garage or garaging having an area of less than 36m², apart from Lots 52, 53 and 57 exempt from this Clause subject to vendors committee approval.
- iv. any dwelling, building or other structure with an external wall cladding of;
"Hardiplank", "Fibrolite", and "Hardiflex", the area of which exceeds 30% of the total area of the dwelling, building or other structure on each occasion as the case may be;

The provision of this sub-clause shall apply irrespective of whether or not any such cladding is unpainted or painted and/or coated during or subsequent to manufacture PROVIDED THAT the restrictions contained in this sub-clause shall not apply to the cladding referred to in that sub-clause where that cladding is coated with a proprietary textured finish or traditional sand and cement plaster finish otherwise the provision of this sub-clause shall apply irrespective of whether or not any of the claddings referred to in this sub-clause are unpainted or painted and/or during or subsequent to manufacture;

- v. Any dwelling, building or structure of an "A" frame style or construction;
- vi. Any dwelling, building or structure using pole foundations where the poles are not enclosed;
- vii. Any dwelling to a shape, which is a single rectangle, or without containing at least one roof break or full valley in the roof;
- viii. A pre-used dwelling, building or structure;
- ix. Any fence (including any road boundary fence), gate or entry structure upon a servient allotment 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 or corrugated iron, coloursteel or other metallic cladding material;
 - (3) Constructed of second hand materials, except bricks;



- (4) Higher than 2.0 metres above the natural ground level. 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 dwelling, building or structure constructed of pre-used materials (excluding bricks);
- xi. any building or structure that is not of a design, colour or exterior cladding matching the design, colour or exterior cladding in the dwelling to which it relates;
- xii. any letterbox not in keeping with the general standard of the subdivision and design of the dwelling;
- xiii. any dwelling, building, mast, aerial or other structure of any nature whatsoever;
- (1) That has windows, sky lights or doors within the roof structure provided however that the Grantor may at its sole discretion entirely, waive this provision if it is satisfied that any window, sky light or door in the roof structure does not unreasonably effect the privacy of any dominant tenement or tenements.
- (2) That exceeds the maximum roof heights as set out in the following table:

Servient Lot	Dominant Lot	Height Restriction and Point of Measure – No more than
24	41	3 metres above the top of kerb at east boundary corner
25	40 and 41	2 metres above the south-east boundary peg
26	27 and 40	81 metres above the NCC Datum (this is approximately 5 metres above an indicative or anticipated floor level).
34	33	5 metres above the excavated building platform
35	34	5 metres above the excavated building platform

36		* Subject to separately registered Covenant
37		* Subject to separately registered Covenant
38		* Subject to separately registered Covenant
40	39	85.6 metres above the NCC Datum (this is approximately 5.5 metres above an indicative or anticipated building platform).
41	38	3 metres above the south-east boundary peg
42	37 and 38	3 metres above the south-east boundary peg
43	36 and 37	3 metres above the south-east boundary peg
44	35 and 36	3 metres above the south-east boundary peg
46	35	3 metres above the south-east boundary peg
47	35	3.5 metres above the south-east boundary peg
49	50 and 51	5 metres above the top kerb at the lower end of the access way boundary between Lots 49 and 52
50	35	5 metres above ground level as defined in clause 3 below
51	34	5 metres above ground level as defined in clause 3 below
52	51 and 54	5 metres above the top of the kerb at the lower end of the access way boundary between Lots 49 and 52
53	54 and 55	6 metres above the top of the kerb at the lower end of the access way boundary between Lots 53 and 57
54	34	5 metres above ground level as defined in clause 3 below
55	33 and 56	5 metres above ground level as defined in clause 3 below

56		In terms of Nelson City Council Plan Rules
57		In terms of Nelson City Council Plan Rules.

(3) The height in relation to any building, dwelling, structure, mast or aerial, means the vertical distance between the highest point of the dwelling building, mast, aerial or structure and the ground level immediately below that point or the position referred to in the above table. The ground level for purposes of measuring this height shall be the level prior to any excavation of the building platform or any filling of land other than that undertaken at the time of subdivision to prepare the allotments.

xiv. any dwelling, garage or building incorporating a "tilta" type door. Sectional type doors shall not be in breach of this provision.

xv. in order to maintain the uniformity of the streetscape road frontage, landscaping on Lots 33 and 56 shall reflect the landscaping on the road frontage;

c. Erect any dwelling, building or other structure whatever without first having obtained the written confirmation of Greenhill Developments Limited ("Greenhill") (P O Box 3314, Richmond or at its registered office) that the proposed dwelling, building or other structure, including roofline (sub-clause vii) above, letterbox and fences, comply with these restrictions. In seeking such confirmation the registered proprietor(s) shall provide full plans and specifications (including details of colours and materials of the roof, fascias window surrounds and cladding) for Greenhills consideration prior to lodging plans with the local authority for building consent. The Grantees intention of this clause is for Greenhill to check that the dwelling, building or other structure to be erected on a servient lot is of sufficient quality, design and value in keeping with these restrictions and the subdivision.

To facilitate purchase of Lots, concept plans will be considered; however final approval will be subject to the full conditions of this clause.

Consideration of house plans will be by a committee of three (3) persons representing Greenhill. The purpose is to ensure consistency of approvals and to maintain a level of design and value appropriate to the development

In the event Greenhill fails to approve or disapprove such plans and specifications within 15 working days of receipt of the same then it shall be deemed to have consented to the same.

PROVIDED HOWEVER the obligations to obtain Greenhill's consent shall not be required after the 1st January 2010 but such lack of necessity for consent thereafter shall not release the Grantors from their obligations to comply with the remaining covenants.

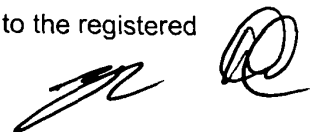
- d. Make any alterations or changes to the plans or specifications of the dwelling, building or structure (once approved by Greenhill in terms of clause 2.1c) during the construction process without first having obtained Greenhill's written approval.
- e. Use or permit to be used any of the servient 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.
- f. Allow rubbish or waste materials to accumulate on any of the allotments or allow any of the allotments to become untidy or unsightly.
- g. Except in respect of the trim thereof, paint or coat or permit to be painted or coated the exterior of any dwelling, building or structure in a colour other than a colour approved by the Greenhill pursuant to clause 2.1.c.
- h. Reside in any dwelling house without its exterior completed, including all exterior painting.
- i. Allow any dwelling house to remain in an incomplete state for more than twelve (12) months from the laying down of the foundations for such dwelling.
- j. Cut, fell or damage any trees planted on the road reserve or any other reserve shown on the Survey Plan or take any action in respect of any such trees to prevent them from growing to their full maturity.

Two handwritten signatures in black ink, one appearing to be a stylized 'J' and the other a more complex scribble.

- k. Grow or permit to grow upon a servient allotment, any tree shrub or other plant or any variety whatsoever to such extent that it unreasonably interferes with the sunlight to, or view from any dominant allotment.
- l. 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 Greenhill may cut the grass on any servient lot not complying with this clause following seven days after the Grantor or Greenhill has notified the registered proprietor to comply with this clause and the registered proprietor shall pay the Grantor or Greenhill all its costs in doing so. The provisions of this clause shall only apply prior to the commencement of building on a servient lot.
- m. 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 Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds.
- n. 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.
- o. 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.
- p. move soil or other material off the Lot onto an adjoining Lot without the written consent of the owner of the relevant adjoining Lot.

3. REGISTERED PROPRIETOR COVENANTS

- 3.1 The registered proprietors of the servient allotments described in Schedule A covenant for the benefit of the relevant dominant allotments in Schedule A at all times hereafter:
 - a. to plant not less than six trees or shrubs that shall be reasonably visible from the road frontage, each of them not less than one metre in height within 12 months of becoming the registered proprietor or building commencement whichever is later. HOWEVER this clause shall only apply to the registered

Two handwritten signatures in black ink, one appearing to be a stylized 'M' and the other a circular scribble.

proprietor who takes title from Greenhill Developments Limited, and shall not apply to Greenhill Developments Limited.

- b. To, at all times, comply with the terms, conditions and restrictions of any consent notice (in terms of the Resource Management Act 1991) registered against the titles of the servient allotments.

- 3.2 The Grantor Greenhill Developments Limited 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 Greenhill Developments Limited's reasonable expectations for the development.

4. **DISPUTES**

- 4.1 If any dispute or difference shall arise between the registered proprietor(s) of one allotment and the registered proprietor(s) of another allotment or a registered proprietor(s) of one allotment and the Grantor in respect of any matter arising out of these covenants or the application of them then such dispute or difference shall be determined by the Grantor or entirely at Grantor's discretion some other person appointed by the Grantor for that purpose whose decision shall be final and binding. The costs and expenses of resolving any such dispute or difference shall be borne in such proportion as the person determining the dispute shall in that person's absolute discretion determine.

5. **SURRENDER**

- 5.1 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 Greenhill Developments Limited shall not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any of the allotments or at all as a result of these covenants or otherwise and the registered proprietors for the time being of the servient and the dominant tenements shall indemnify and keep indemnified the said Greenhill Developments Limited and its legal successors (other than successors in title after registration or a memorandum of transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this transfer in respect of the allotments on Deposited Plan 373576 which has been transferred by Greenhill Developments Limited at Nelson.

7. **BREACH OF COVENANTS**

- 7.1 Should any registered proprietor of any lot described as Servient Allotment in Schedule A breach or fail to observe any of the Restrictive Covenants referred to in Clauses 1, 2 and 3 of these covenants and without prejudice to any other liability of the said registered proprietor to any person having the benefit of the foregoing covenants, the said registered proprietor will within 60 days of written demand being made by any of the registered proprietor's of the lots described as Dominant Allotments in Schedule A remedy any breach or non-observance of any of the land covenants affecting his, her or its land.

Two handwritten signatures are present at the bottom right of the page. The first is a stylized signature, and the second is a circular stamp or signature.

7.2 Should any breach or non-observance of the Restrictive Covenants continue after the expiry of 60 days from Notice being served on the registered proprietor, any registered proprietor of any Dominant Allotment as described in Schedule A shall be entitled to remedy or have remedied any breach or non-observance of the Restrictive Covenants.

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 Restrictive Covenants.

To the District Land Registrar Nelson

Please register the with Covenant against the Servient and Dominant Titles

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, located in the bottom right corner of the page.

Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

El 6395928.8 Easement I
Cpy - 01/01, Pgs - 011, 26/04/05, 08:17
DocID: 211404783



Grantor

Surname must be underlined

Greenhill Developments Limited

Grantee

Surname must be underlined

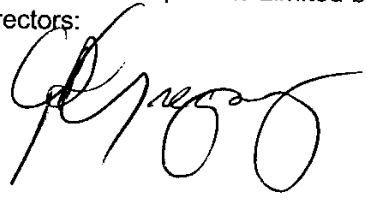

Greenhill Developments Limited

Grant of easement

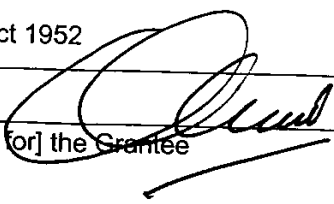
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee and creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 3rd day of February 2004 2005

Attestation

Greenhill Developments Limited by its Directors:  	Signed in my presence by the Grantor & Grantee _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
Signature of Grantor & Grantee	

Certified correct for the purposes of the Land Transfer Act 1952


[Solicitor for] the Grantee

Annexure Schedule I*Schedule A continue in additional Annexure Schedule if required*

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT)
Land Covenant	In Annexure Schedule II	173718 to 173728 & 173730 to 173742 & 173746 & 173747	173718 to 173742 & 173746 & 173747

Covenant provisions

The provisions applying to the specified covenants are those set out in Annexure Schedule 2.

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

Annexure Schedule II

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 allotments(s).

2. SUBDIVISION AND STRUCTURES

2.1 The registered proprietors of the servient allotments described in Schedule A covenant for the benefit of the relevant dominant allotments described in Schedule A not at any time hereafter to:

a. Subdivide any of the allotments except for Lots 13, 14, 15 and 18, 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 or placed on any allotment;

 i. any more than one dwelling and associated outbuildings; provided that a "granny-flat" on Lot 10, which is under the same roof line as the principal dwelling shall not be in breach of this covenant.

ii. a dwelling with a floor area of less than 150m² for Lots 1, 4, 5, 6, 7, 8, 9, 10, 22, 23, 27, 28, 29, 30, 31, 32; 130m² for Lots 13, 14, 15, 18, 19, 20, 21 and 110m² for Lots 2, 3 and 11. For the purposes of this clause, floor area excludes:

- (1) garaging;
- (2) carports;
- (3) detached outbuildings;
- (4) roof overhangs (except as provided below);
- (5) decking;

For the purposes of this clause, the floor area includes;

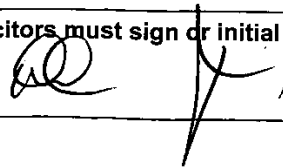
- (6) internal and external walls of the dwelling;
- (7) internal fixtures of the dwelling;
- (8) roof overhangs that encompass a veranda or porch that is attached to the dwelling;

iii. a dwelling without a double garage or garaging having an area of less than 36m², apart from Lots 13, 14, 15, 18, 19, 20, 21 exempt from this Clause subject to vendors committee approval.

iv. any dwelling, building or other structure with an external wall cladding of;

"Hardiplank", "Fibrolite", and "Hardiflex", the area of which exceeds 30% of the total area of the dwelling, building or other structure on each occasion as the case may be;

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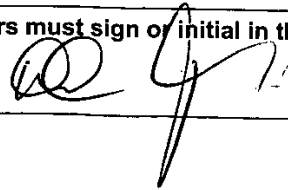


The provision of this sub-clause shall apply irrespective of whether or not any such cladding is unpainted or painted and/or coated during or subsequent to manufacture PROVIDED THAT the restrictions contained in this sub-clause shall not apply to the cladding referred to in that sub-clause where that cladding is coated with a proprietary textured finish or traditional sand and cement plaster finish otherwise the provision of this sub-clause shall apply irrespective of whether or not any of the claddings referred to in this sub-clause are unpainted or painted and/or during or subsequent to manufacture;

- v. Any dwelling, building or structure of an "A" frame style or construction;
- vi. Any dwelling, building or structure using pole foundations where the poles are not enclosed;
- vii. Any dwelling to a shape, which is a single rectangle, or without containing at least one roof break or full valley in the roof;
- viii. A pre-used dwelling, building or structure;
- ix. Any fence (including any road boundary fence), gate or entry structure upon a servient allotment 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 or corrugated iron, coloursteel or other metallic cladding material;
 - (3) Constructed of second hand materials, except bricks;
 - (4) Higher than 2.0 metres above the natural ground level. 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.
 - ~~(5) Within 5 metres of the property boundary fronting any road.~~
- x. any dwelling, building or structure constructed of pre-used materials (excluding bricks);
- xi. any building or structure that is not of a design, colour or exterior cladding matching the design, colour or exterior cladding in the dwelling to which it relates;
- xii. any letterbox not in keeping with the general standard of the subdivision and design of the dwelling;
- xiii. any dwelling, building, mast, aerial or other structure of any nature whatsoever;
 - (1) That has windows, sky lights or doors within the roof structure provided however that the Grantor may at its sole discretion entirely, waive this provision if it is satisfied that any window, sky light or door in the roof structure does not unreasonably effect the privacy of any dominant tenement or tenements.

Grant

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(2) That exceeds the maximum roof heights as set out in the following table:

Lot No	Above Ground Level	Above Boundary Peg (location)	Above NCC Datum	Height MUST comply with NCC Zone Rules
1	5.5m	-	-	Yes
2	7.5m	-	-	Yes
3	7.5m	-	-	Yes
4	5.5m	-	-	Yes
5	5.5m	-	-	Yes
6	5.5m	-	-	Yes
7	5.5m	-	-	Yes
8	7.5m	-	-	Yes
9	-	5.0m (SE Road B'dy)	-	Yes
10	-	5.0m (SE Road B'dy)	-	Yes
11	5.5m	-	-	See below Note 2
13	-	4.5m (SE Road B'dy)	-	Yes
14	-	4.5m (SE Road B'dy)	-	Yes
15	-	4.0m (SE Road B'dy)	-	Yes
18	-	4.0m (SE Road B'dy)	-	See below Note 2
19	-	5.0m (SE Road B'dy)	-	Yes
20	-	5.0m (SE Road B'dy)	-	Yes
21	-	5.0m (SE Road B'dy)	-	Yes
22	-	5.0m (SE Road B'dy)	-	Yes
23	7.5m	-	-	Yes
27	See below Note 1	-	81.3m, 82.3m, 85.0m	Yes
28	See below Note 1	-	84.3m, 85.3m	Yes
29	See below Note 1	-	89.3m	Yes

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30	6.0m	-	-	Yes
31	6.2m	-	-	Yes
32	7.5m	-	-	Yes

Note 1:- refer also to View Shaft Diagrams for Lots 27, 28 & 29 on the Nelson City Council Conditions Register for each Lot. Such Lots shall be further bound by the restrictions noted on such plans.

Note 2:- height can be increased with consent of Grantor and the Nelson City Council.

- (3) The height in relation to any building, dwelling, structure, mast or aerial, means the vertical distance between the highest point of the dwelling building, mast, aerial or structure and the ground level immediately below that point or the position referred to in the above table under 2.1.(b) (xiii)(2). The ground level for purposes of measuring this height shall be the level prior to any excavation of the building platform or any filling of land other than that undertaken at the time of subdivision to prepare the allotments.
- xiv. 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.
- xv. any dwelling, garage or building incorporating a "tilta" type door. Sectional type doors shall not be in breach of this provision.
- xvi. in order to maintain the uniformity of the streetscape road frontage, landscaping on Lots 1, 4, 5, 6, 7 and 8 shall reflect the landscaping on the opposite side of the road.;
- c. Erect any dwelling, building or other structure whatever without first having obtained the Transferor's written confirmation that the proposed dwelling, building or other structure, including roofline (sub-clause vii) above, letterbox and fences, comply with these restrictions. In seeking such confirmation the registered proprietor(s) shall provide full plans and specifications (including details of colours and materials of the roof, fascias window surrounds and cladding) for the Transferor's consideration prior to lodging plans with the local authority for building consent. The Transferor's intention of this clause is to check that the dwelling, building or other structure to be erected on a servient lot is of sufficient quality, design and value in keeping with these restrictions and the subdivision.

To facilitate purchase of Lots, concept plans will be considered; however final approval will be subject to the full conditions of this clause.

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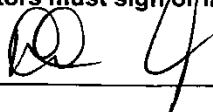
Consideration of house plans will be by a committee of three (3) persons representing Greenhill Developments Ltd. The purpose is to ensure consistency of approvals and to maintain a level of design and value appropriate to the development

In the event the Transferor fails to approve or disapprove such plans and specifications within 15 working days of receipt of the same then it shall be deemed to have consented to the same.

PROVIDED HOWEVER the obligations to obtain the Transferors consent shall not be required after the 1st January 2010 but such lack of necessity for consent thereafter shall not release the Transferees from their obligations to comply with the remaining covenants.

- d. Make any alterations or changes to the plans or specifications of the dwelling, building or structure (once approved by the Grantor in terms of clause 2.1c) during the construction process without first having obtained the Grantor's written approval.
- e. 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 PROVIDED HOWEVER (with the transferor's prior written approval) any dwelling erected on any lot may be used for the purposes of a show home for a period of time not exceeding four (4) years from the date that such dwelling is first used as a show home which will be subject to presentation of a market plan with plans and landscaping outlining commencement completion periods submitted to the Transferor in terms of clause 2.1.c herein. 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. For the purpose of this clause it is acknowledged that Lots 1, 4, 5, 6, 7, and 8 may contain show homes.
- f. Allow rubbish or waste materials to accumulate on any of the allotments or allow any of the allotments to become untidy or unsightly.
- g. Except in respect of the trim thereof, paint or coat or permit to be painted or coated the exterior of any dwelling, building or structure in a colour other than a colour approved by the Grantor pursuant to clause 2.1.c.
- h. Reside in any dwelling house without its exterior completed, including all exterior painting.
- i. Allow any dwelling house to remain in an incomplete state for more than twelve (12) months from the laying down of the foundations for such dwelling.
- j. Cut, fell or damage any trees planted on the road reserve or any other reserve shown on the Survey Plan or take any action in respect of any such trees to prevent them from growing to their full maturity.

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- k. Grow or permit to grow upon a servient allotment, any tree shrub or other plant or any variety whatsoever to such extent that it unreasonably interferes with the sunlight to, or view from any dominant allotment.
- l. 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 may cut the grass on any servient lot not complying with this clause following seven days after the Grantor has notified the registered proprietor to comply with this clause and the registered proprietor shall pay the Grantor all its costs in doing so. The provisions of this clause shall only apply prior to the commencement of building on a servient lot.
- m. 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 Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds.

3. REGISTERED PROPRIETOR COVENANTS

- 3.1 The registered proprietors of the servient allotments described in Schedule A covenant for the benefit of the relevant dominant allotments in Schedule A at all times hereafter:
 - a. to plant not less than six trees or shrubs, each of them not less than one metre in height within 12 months of becoming the registered proprietor HOWEVER this clause shall only apply to the registered proprietor who takes title from Greenhill Developments Ltd, and shall not apply to Greenhill Developments Ltd.
 - b. To, at all times, comply with the terms, conditions and restrictions of any consent notice (in terms of the Resource Management Act 1991) registered against the titles of the servient allotments.
- 3.2 The Grantor 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 the Grantor's reasonable expectations for the development.

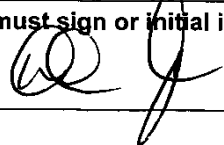
4. DISPUTES

- 4.1 If any dispute or difference shall arise between the registered proprietor(s) of one allotment and the registered proprietor(s) of another allotment or a registered proprietor(s) of one allotment and the Grantor in respect of any matter arising out of these covenants or the application of them then such dispute or difference shall be determined by the Grantor or entirely at Grantor's discretion some other person appointed by the Grantor for that purpose whose decision shall be final and binding. The costs and expenses of resolving any such dispute or difference shall be borne in such proportion as the person determining the dispute shall in that person's absolute discretion determine.

5. SURRENDER

- 5.1 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

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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 Greenhill Developments Ltd of Nelson shall not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any of the allotments or at all as a result of these covenants or otherwise and the registered proprietors for the time being of the servient and the dominant tenements shall indemnify and keep indemnified the said Greenhill Developments Ltd at Nelson and its legal successors (other than successors in title after registration or a memorandum of transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this transfer in respect of the allotments on Deposited Plan (to be advised) which has been transferred by Greenhill Developments Ltd at Nelson.

7. BREACH OF COVENANTS

7.1 Should any registered proprietor of any lot described as Servient Allotment in Schedule A breach or fail to observe any of the Restrictive Covenants referred to in Clauses 1, 2 and 3 of these covenants and without prejudice to any other liability of the said registered proprietor to any person having the benefit of the foregoing covenants, the said registered proprietor will within 60 days of written demand being made by any of the registered proprietor's of the lots described as Dominant Allotments in Schedule A remedy any breach or non-observance of any of the land covenants affecting his, her or its land.

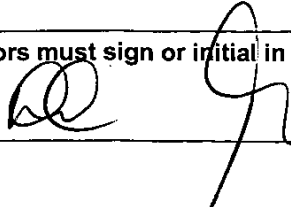
7.2 Should any breach or non-observance of the Restrictive Covenants continue after the expiry of 60 days from Notice being served on the registered proprietor, any registered proprietor of any Dominant Allotment as described in Schedule A shall be entitled to remedy or have remedied any breach or non-observance of the Restrictive Covenants.

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 Restrictive Covenants.

To the District Land Registrar Nelson

Please register the with Covenant against the Servient and Dominant Titles

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ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

Person giving consent
Surname must be underlined

Capacity and interest of Person giving consent
(eg Caveator under Caveat No)

<u>Westpac Banking Corporation</u>	Mortgagee under Memorandum of Mortgage 5840090.1
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Consent

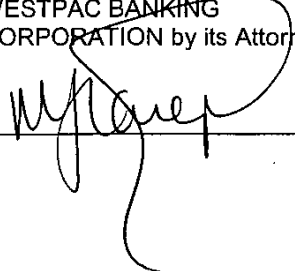

Without prejudice to the rights and powers existing under the interest of the person giving consent

the **Person giving consent hereby consents to:**

the registration of the within Easement Instrument

Dated this 3rd day of February 2005

Attestation:

WESTPAC BANKING CORPORATION by its Attorneys  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>Signature of person giving consent</p>	<p>Signed in my presence for and on behalf of the Party giving consent</p>  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p><i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness: <u>NICOLA BRENDA CAMERON</u> <u>BANK OFFICER</u> <u>WESTPAC BANKING CORPORATION</u></p> <p>Occupation: <u>LEGAL SERVICES UNIT</u> <u>AUCKLAND</u></p> <p>Address: _____</p>
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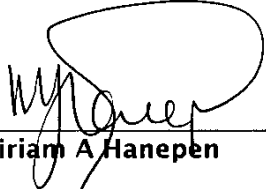
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **MIRIAM ARIANE HANEPEN** of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 20 October 2003 a copy of which is deposited in the Land Registry Office at Christchurch and there numbered PA 5941731.1 **WESTPAC BANKING CORPORATION** ABN 33 007 457 141, incorporated in Australia (and registered in New South Wales) under the Corporations Act 2001 of Australia and having its principal place of business in New Zealand at 188 Quay Street, Auckland ("Westpac") 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.
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 or otherwise.

SIGNED at Auckland
On this 3rd day of February 2005



Miriam A Hanepen