

Transfer instrument
Section 90, Land Transfer Act 1952

T 5707063.21 Transfer

Cpy - 01/01, Pgs - 016, 26/08/03, 10:56



Land registration district

Nelson

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

All/part

Area/description of part or stratum

98883	All	(Continued on Annexure Schedule)
98884	All	

Transferor

Surname(s) must be underlined.

~~Dunstan Group Limited~~ St Leger Group Limited

Transferee

Surname(s) must be underlined.

St Leger Group Limited

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created

State if fencing covenant imposed.

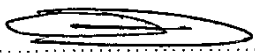
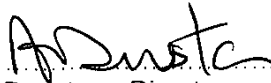
Fee Simple subject to land covenants (continued on Annexure Schedule)

Operative clause

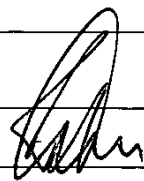
The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or *profit à prendre* is described above, that easement or *profit à prendre* is granted or created.

Dated this 28 day of July 20 03

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

 G Dunstan - Director  A Dunstan - Director	Signed in my presence by the Transferor and the Transferee
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Transferor	

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

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(Continue in additional Annexure Schedule, if required.)

Continuation of "Certificate of title"

Certificate of Title**All**

98885

All

98886

All

98887

All

98888

All

98889

All

98890

All

98891

All

98892

All

98893

All

98894

All

98895

All

98896

All

98897

All

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

1. It is the Transferors intention that the lots specified as "Servient Lots" in Schedule B are to be subject to the Land Covenants specified in Schedule A for the benefit of each of the Lots specified as "Dominant Lots" in Schedule B **TO THE INTENT** that the Servient Lots shall be bound forever by the, stipulations and restrictions set out in Schedule A and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations and restrictions against the owners and occupiers for the time being of the Servient Lots.
2. Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey property to itself.

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.

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(Continue in additional Annexure Schedule, if required.)

3. Section 66A of the Property Law Act 1952 provides that a covenant for the purposes of or incidental to any conveyance or property made by a registered proprietor with itself shall be as valid as if made with another.
4. The Transferee wishes to accept such conveyance and enter into the covenants on the part of the Transferee contained herein.
5. The Transferee wishes to have the covenants noted on the titles to the Dominant Lots.
6. As incidental to the transfer of the Servient Lots so as to bind the Servient Lots for the benefit of the Dominant Lots the Transferee **HEREBY COVENANTS AND AGREES** in the manner set out in Schedule A herein so that the covenants run with the Servient Lots for the benefit of the Dominant Lots.

SCHEDULE A

COVENANTS

1. INTERPRETATION

- 1.1 In these covenants, unless the context otherwise requires:

Permitted Colours means any colour other than black, white or a primary colour.

Subdivide has the same meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991.

Allotment(s) means present or future allotment(s).

2. SUBDIVISION AND STRUCTURES

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

- a. Subdivide any of the allotments.
- b. Erect or permit to be erected upon any allotment;
 - i. any more than one dwelling and associated outbuildings;
 - ii. a dwelling with a floor area of less than 170m². For the purposes of this clause, floor area excludes:

(1) garaging;

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

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

- (1) internal and external walls of the dwelling;
 - (2) internal fixtures of the dwelling;
 - (3) roof overhangs that encompass a verandah, pergola or porch that is attached to the dwelling;
- iii. a dwelling without a double garage or garaging having an area of less than 36m²;
- iv. any dwelling, building or other structure with an external wall cladding of;
- (1) "Hardiplank", "Fibrolite", "Hardiflex", "Hardibacker" or other flat plywood or flat fibre -cement sheeting or cladding of similar nature, composition or construction, the area of which exceeds 20% of the total area of the dwelling, building or other structure on each occasion as the case may be;
 - (2) corrugated iron, coloursteel or other metallic cladding;
 - (3) board and batten or plywood board or batten.

The provision of sub-clauses (1), (2) and (3) of this sub-clause iv 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 paragraph (1) of this sub-clause iv 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 paragraphs (1),(2) and (3) of this sub-clause iv shall apply irrespective of whether or not any of the claddings referred to in those paragraphs are unpainted or painted and/or during or subsequent to manufacture;

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- v. Any dwelling, building or other structure with a roof of an unconventional design. For the purposes of this sub-clause v "unconventional design" includes a single pitch roof.
- vi. Any dwelling, building or other structure with a roof cladding of corrugated iron, whether painted or unpainted, or a roof cladding of Coloursteel "Trimline" or similar type of roof cladding products **PROVIDED THAT** decramastic or Coloursteel corrugated iron or other products of corrugated iron, painted or coated in the manufacturing process shall not be a breach of this condition as long as they are painted or coated in Permitted Colours. The Transferor shall have absolute discretion to determine whether any roof cladding complies with the terms of this clause;
- vii. Any dwelling which shall have been wholly or substantially constructed, prefabricated on a site other than the allotment and relocated to the allotment. For the purposes of this sub-clause vii a kitset dwelling shall be a dwelling prefabricated on the site other than the allotment. Where the registered proprietor(s) wishes to erect upon the allotment a dwelling in contravention to this clause which when erected will have a floor area of greater than 170m² (as defined in clause 2.1 b ii) the registered proprietor may apply to the Transferor for consent to erect such a dwelling. In making such application the registered proprietor(s) shall provide full plans and specifications for the Transferor's consideration. The consent of the Transferor may be withheld or granted hereunder upon such terms and conditions and under such circumstances as the Transferor may entirely at its discretion think fit;
- viii. any dwelling, building or structure of an "A" frame style or construction;
- ix. any dwelling, building or structure using pole foundations where the poles are not enclosed;
- x. any dwelling to a shape which is a single rectangle or without containing at least one roof break or full valley in the roof;
- xi. a pre-used dwelling, building or structure;
- xii. Any fence (including any road boundary fence), gate or entry structure upon a servient allotment that is;
 - (1) Constructed of "Hardiplank", "Fibrolite", "Hardiflex", "Hardibacker" or other flat plywood or flat fibre – cement sheeting or cladding of similar nature, composition or construction which is not coated with a

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- proprietary textured finish or traditional sand and cement plaster finish;
- (2) Constructed of corrugated iron, coloursteel or other metallic cladding material;
- (3) Constructed of second hand materials, except bricks;
- (4) Painted or coated in a colour other than a Permitted Colour;
- (5) 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.
- (6) Within 5 metres of the property boundary fronting any road.
- xiii. any dwelling, building or structure constructed of pre-used materials (excluding bricks);
- xiv. any building or structure that is not of a design, colour or exterior cladding matching the design, colour or exterior cladding of the dwelling to which it relates;
- xv. any letterbox not in keeping with the general standard of the subdivision and design of the dwelling;
- xvi. 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 Transferor 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 a height of six metres;
 - (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. The ground level for the 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.

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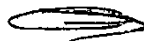
(Continue in additional Annexure Schedule, if required.)

- xvii. any caravan, house truck, tent or similar means of providing temporary or supplementary 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.
- xviii. any dwelling or building incorporating any type of solid fuel burner, or any garden incinerator on any land surrounding the dwelling.
- xix. any dwelling, garage or building incorporating a "tilta" type door. Sectional type doors shall not be in breach of this provision.
- xx. in order to maintain the openness of the streetscape,
 - (1) no landscaping or structures (including retaining walls) that change the natural ground level;
 - (2) no plants, trees or shrubs higher than 1 metre that have the effect of forming a continuous hedge;

shall be undertaken within 5 metres of the property boundary fronting any road kerb and channel.

- 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 v 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, fascia's, 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.
- d. Make any alterations or changes to the plans or specifications of the dwelling, building or structure (once approved by the transferor in terms of clause 2.1 c) during the construction process without first having obtained the transferor'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**

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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 two (2) years from the date that such dwelling is first used as a show home. 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 Permitted Colours.
- 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 growing to their full maturity.
- k. Grow or permit to grow upon a servient allotment, any tree shrub or other plant of any variety whatsoever to such extent that it unreasonably interferes with the sunlight to, or view from any dominant allotment.
- 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 transferor may cut the grass on any servient lot not complying with this clause following seven days after the transferor has notified the registered proprietor to comply with this clause and the registered proprietor shall pay the transferor 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 Transferee 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.

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(Continue in additional Annexure Schedule, if required.)

- 2.2 The registered proprietors of the servient allotments described in Schedule B covenant for the benefit of the relevant dominant allotments in Schedule B 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 St Leger Group Limited, and shall not apply to St Leger Group 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.
- 2.3 The Transferor reserves the right to grant dispensation (to be in writing) to the performance of the conditions in clause 2.1 b, provided any such dispensation meets the Transferor's reasonable expectations for the development.

3. **DISPUTES**

- 3.1 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 Transferor 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 Transferor or entirely at the Transferor's discretion some other person appointed by the Transferor 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.

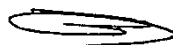
4. **SURRENDER**

- 4.1 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 (of the dominant interest only) and registration of it to be effected.

5. **EXCLUSION OF LIABILITY**

- 5.1 St Leger Group Limited at Nelson will 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 St Leger Group Limited at Nelson and its legal successors (other than successors in title after registration of a memorandum of transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue

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Annexure Schedule

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

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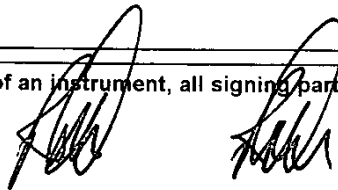
Dated 28 July 2003

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(Continue in additional Annexure Schedule, if required.)

of this transfer in respect of the allotments on Deposited Plan 324500 which has been transferred by St Leger Group Limited at Nelson.

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(Continue in additional Annexure Schedule, if required.)

SCHEDULE B

Servient Allotment, being lot on DP 324500	Servient Allotment CT reference	Dominant Allotments being lots	Dominant Allotment CT reference
		DP 324500	
23	98883	1	98879
24	98884	23	98883
28	98885	24	98884
29	98886	28	98885
30	98887	29	98886
31	98888	30	98887
32	98889	31	98888
33	98890	32	98889
34	98891	33	98890
35	98892	34	98891
36	98893	35	98892
37	98894	36	98893
38	98895	37	98894
39	98896	38	98895
40	98897	39	98896
		40	98897
		Lot 7 DP19943	NL13B/311

To LINZ: Please also register the within land covenants over the Dominant Allotments shown in Schedule B.

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CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Robert Alan Lane of Nelson in New Zealand Solicitor hereby certify:-

1. **THAT** by deed dated the 8th day of September 1999 Granville Dunstan of Nelson in New Zealand, Company Director appointed me Robert Alan Lane attorney on the terms and subject to the conditions set out in the said deed, a copy of which deed was deposited in the Land Registry Office at Nelson as Number

2. **THAT** at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said Granville Dunstan or otherwise.

SIGNED at Nelson this 28 day of July 2003



Robert Alan Lane

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Robert Alan Lane of Nelson in New Zealand Solicitor hereby certify:-

1. **THAT** by deed dated the 8th day of September 1999 Andrea Dunstan of Nelson in New Zealand, Company Director appointed me Robert Alan Lane attorney on the terms and subject to the conditions set out in the said deed, a copy of which deed was deposited in the Land Registry Office at Nelson as Number
2. **THAT** at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said Andrea Dunstan or otherwise.

SIGNED at Nelson this 28 day of July 2003



Robert Alan Lane

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)

Bank of New Zealand	Mortgagee under Mortgage number 305137.1
---------------------	--

Consent

*Delete words in [] if inconsistent with the consent
State full details of the matter for which consent is required*

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

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

the within Transfer.

Dated this 1 **day of** August **2003**

Attestation:

<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p><i>SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorneys</i></p> <p><u>Alan Thomas Simpson</u></p> <p><u>KELSEY MARIE LAWRIE</u></p> </div> <p>Signature [Common seal] of person giving consent</p>	<p>Signed in my presence by the Person giving consent</p> <div style="text-align: center; margin-bottom: 5px;"> </div> <p><i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness: <u>Jeremy Hastings White</u></p> <p>Occupation: <u>Bank Officer</u></p> <p>Address: <u>Wellington</u></p>
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An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.



Bank of New Zealand

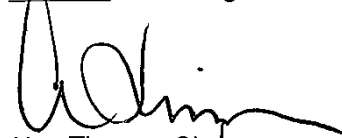
**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

We, Alan Thomas Simpson, and Kelsey Maree Lawrie, both of Wellington, New Zealand, Bank Officers, severally certify that:

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

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
3. We have executed the instrument to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Wellington this 1st August 2003


Alan Thomas Simpson

SIGNED at Wellington this 1st August 2003


Kelsey Maree Lawrie

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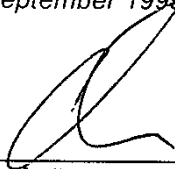
Transfer

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(Continue in additional Annexure Schedule, if required.)

Signed by **Granville Dunstan**, a
Dominant lot owner, by his attorney
Robert Alan Lane, pursuant to a deed
dated 8 September 1999 in the presence
of:



Signature of witness



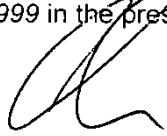
Robert Alan Lane

Name of witness **Neil Mark Allen**
Legal Executive
Pitt & Moore
Occupation **Nelson**

Occupation

Address

Signed by **Andrea Dunstan**, a Dominant
lot owner, by her attorney Robert Alan
Lane, pursuant to a deed dated 8
September 1999 in the presence of:



Signature of witness



Robert Alan Lane

Name of witness **Neil Mark Allen**
Legal Executive
Pitt & Moore
Occupation **Nelson**

Occupation

Address

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Approved by Registrar-General of Land under No. 2002/6055

Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952 **EI 6248973.11 Easement**

Cpy - 01/01, Pgs - 016, 11/01/06, 14:00



Land registration district

NELSON

Grantor

Surname(s) must be underlined or in CAPITALS.

ST LEGER GROUP LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

ST LEGER GROUP LIMITED (continued on Annexure)

Grant* of easement or profit à prendre or creation or covenant

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

Dated this 22 day of November 2004

Attestation

ST LEGER GROUP LIMITED by its Directors

G Dunstan

A Dunstan

Signature [common seal] of Grantor

St Leger Group Limited as
Signed in my presence by the Grantor and one of the Grantees

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

~~DUNSTAN~~
ST LEGER GROUP LIMITED by its Directors

G Dunstan

A Dunstan

Signature [common seal] of Grantee

one of
Signed in my presence by the 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

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1



Easement instrument

Dated 22 November 2004 Page 1 of 14 pages

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 or in gross)
Land Covenant	DP 943672	3 179312 - 179327 (inclusive)	179311 - 179327 (inclusive)

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

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

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

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

~~[Annexure Schedule 2].~~

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

Easement

Dated 22 November 2004 Page 2 of 14 Pages

(Continue in additional Annexure Schedule, if required.)


Continuation of Grantee

as to the land in Certificate of Title 179312 – 179327 inclusive

Granville DUNSTAN and Andrea DUNSTAN as to the land in Certificate of Title 179311

Dunstan Group Limited as to the land in Certificate of Title 179312

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.

 AD

Annexure Schedule



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

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SCHEDULE B

COVENANTS

1. INTERPRETATION

1.1 In these covenants, unless the context otherwise requires:

Permitted Colours means any colour other than black, white or a primary colour.

Subdivide has the same meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991.

Allotment(s) means present or future allotment(s).

Registered Proprietor includes tenant or occupier of any allotment.

2. SUBDIVISION AND STRUCTURES

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

a. Subdivide any of the allotments which would result in the creation of one or more additional allotment.

b. Erect or permit to be erected upon any allotment;

i. any more than one dwelling and associated outbuildings;

ii. a dwelling with a floor area of less than 170m². 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:

(1) internal and external walls of the dwelling;

(2) internal fixtures of the dwelling;

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.

AD

Annexure Schedule

Insert type of instrument
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- (3) roof overhangs that encompass a verandah, pergola or porch that is attached to the dwelling;
- iii. a dwelling without a double garage or garaging having an area of less than 36m²;
- iv. any dwelling, building or other structure with an external wall cladding of;
- (1) "Hardiplank", "Fibrolite", "Hardiflex", "Hardibacker" or other flat plywood or flat fibre -cement sheeting or cladding of similar nature, composition or construction, the area of which exceeds 20% of the total area of the dwelling, building or other structure on each occasion as the case may be;
- (2) corrugated iron, coloursteel or other metallic cladding;
- (3) board and batten or plywood board or batten.

The provision of sub-clauses (1), (2) and (3) of this sub-clause iv. 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 paragraph (1) of this sub-clause iv. 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 paragraphs (1), (2) and (3) of this sub-clause iv. shall apply irrespective of whether or not any of the claddings referred to in those paragraphs are unpainted or painted and/or during or subsequent to manufacture except as provided in subclause (1), any exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured in solid plaster so as to fully cover the base material.;

- v. any dwelling, building or other structure with a roof of an unconventional design. For the purposes of this sub-clause v "unconventional design" includes a roof with less than two breaks and two valleys and with a pitch of less than 25 degrees. The Transferor shall have absolute discretion to determine whether or not any roof complies with the terms of this clause;
- vi. any dwelling, building or other structure with a roof cladding of corrugated iron, whether painted or unpainted, or a roof cladding of Coloursteel "Trimline" or similar type of roof cladding products **PROVIDED THAT** decramastic or Coloursteel corrugated iron or other products of corrugated iron, painted or coated in the manufacturing process shall not be a breach of this condition as long as they are painted or coated in Permitted Colours. The Transferor shall have absolute discretion to determine whether any roof cladding complies with the terms of this clause;

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

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- vii. any dwelling which shall have been wholly or substantially constructed, prefabricated on a site other than the allotment and relocated to the allotment. For the purposes of this sub-clause vii a kitset dwelling shall be a dwelling prefabricated on the site other than the allotment. Where the registered proprietor(s) wishes to erect upon the allotment a dwelling in contravention to this clause which when erected will have a floor area of greater than 170m² (as defined in clause 2.1 b ii) the registered proprietor may apply to the Transferor for consent to erect such a dwelling. In making such application the registered proprietor(s) shall provide full plans and specifications for the Transferor's consideration. The consent of the Transferor may be withheld or granted hereunder upon such terms and conditions and under such circumstances as the Transferor may entirely at its discretion think fit;
- viii. any dwelling, building or structure of an "A" frame style or construction;
- ix. any dwelling, building or structure using pole foundations where the poles are not enclosed;
- x. any dwelling to a shape which is a single rectangle or without containing at least two roof breaks or two full valleys in the roof and a roof pitch of not less than 25 degrees.;
- xi. a pre-used dwelling, building or structure;
- xii. any fence (including any road boundary fence), gate or entry structure upon a servient allotment that is;
- (1) constructed of "Hardiplank", "Fibrolite", "Hardiflex", "Hardibacker" or other flat plywood or flat fibre - cement sheeting or cladding of similar nature, composition or construction which is not coated with a proprietary textured finish or traditional sand and cement plaster finish;
 - (2) constructed of corrugated iron, coloursteel or other metallic cladding material;
 - (3) constructed of second hand materials, except bricks;
 - (4) painted or coated in a colour other than a Permitted Colour;
 - (5) 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.

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
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(Continue in additional Annexure Schedule, if required.)

(6) within 5 metres of the property boundary fronting any road.

- xiii. any dwelling, building or structure constructed of pre-used materials (excluding bricks);
- xiv. any building, accessory building, carport, decking, roof overhang or structure that is not of a design that aesthetically integrates it with the design of the house or, colour or exterior cladding matching the design, colour or exterior cladding of the dwelling to which it relates. Further, and in order to enhance the quality and appearance of buildings, any attachments to any buildings on an allotment, including but not necessarily limited to, television aerials and solar hot water panels, shall be constructed in such a way as to be discreetly integrated with the design of such buildings;
- xv. 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 Transferor 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 a height of six metres;
 - (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. The ground level for the 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;
- xvi. any caravan, house truck, tent or similar means of providing temporary or supplementary 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 subject to the provision in clause xxii;
- xvii. any dwelling or building incorporating any type of solid fuel burner, or any garden incinerator (such term shall include any outside rubbish fire whether contained or not) on any land surrounding the dwelling;

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- xviii. any dwelling, garage or building incorporating a "tilta" type door. Sectional type doors shall not be in breach of this provision;
- xix. in order to maintain the openness of the streetscape:
- (1) no landscaping or structures (including retaining walls) that change the natural ground level;
 - (2) no plants, trees or shrubs higher than 1 metre that have the effect of forming a continuous hedge;
- shall be undertaken within 5 metres of the property boundary fronting any road kerb and channel;
- xx. any dwelling, building or structure where the combined total land coverage is more than 33% of the total area of the allotment;
- xxi. any dwelling, building or structure where the front setback is less than 5 metres and the internal setback is less than 3 metres except that on corner sites where the minimum front setback shall be 4.5 metres. The Transferor reserves the right to vary these requirements at its discretion;
- xxii. or store or bring or allow to be stored on the allotment in front of the principal building and/or within five (5) metres of the property boundary, (once construction of the principal building on the allotment has been substantially completed), or on any road or thoroughfare in the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle or other equipment, materials or machinery (hereinafter called "vehicles"), unless garaged or screened from any road adjacent to the allotment so as to preserve the amenities of the neighbourhood. Short term parking by visitors and tradespeople of vehicles that are in daily use shall not be in breach of the provision.
- 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 v above), letterbox and fences, comply with these restrictions. In seeking such confirmation the registered proprietor(s) shall provide full plans and specifications (including site plans and all elevations and details of colours and materials of the roof, fascia's, 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.

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- d. Make any alterations or changes to the plans or specifications of the dwelling, building or structure (once approved by the transferor in terms of clause 2.1 c) during the construction process without first having obtained the transferor'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 two (2) years from the date that such dwelling is first used as a show home. 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 Permitted Colours.
- h. Reside in any dwelling house without its exterior completed, including all exterior painting.
- i. 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 growing to their full maturity or carry out landscaping on any adjacent local authority owned road frontage. However, the registered proprietor shall be responsible for keeping and maintaining such local authority road frontage in a neat and tidy condition from the date they take legal or physical possession of the allotment.
- j. Grow or permit to grow upon a servient allotment, any tree shrub or other plant of any variety whatsoever to such extent that it unreasonably interferes with the sunlight to, or view from any dominant allotment.
- k. Allow 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 or to allow any dog to roam free without proper supervision by the dog's owner and shall at all times in the owner's absence ensure any such dog is located in the dwelling or alternatively, secured in a kennel at the rear of the dwelling. In particular and regardless of the foregoing the Transferee will not allow any occupier tenant or invitee to keep on the lot or in any on-

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Annexure Schedule



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site building or structure any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds.

- l. Retain any allotment for more than 24 months from the date of possession (being the date of legal possession and/or taking title) without erecting a building thereon. The registered proprietor shall complete construction of all buildings on the Lot within twelve (12) months of first laying down the foundations for such buildings but in no case, shall any building remain unfinished for more than twelve (12) months from the date of first laying down the foundations or twenty-four (24) months of the date of possession (as earlier described), whichever is the earlier. Further, the registered proprietor shall within eighteen (18) months of first laying down the foundations of any building, complete all ancillary works such as fencing and landscaping and complete in a proper and tradesmanlike manner a driveway for vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving or hot mix asphalt. **HOWEVER**, this clause shall only apply to the registered proprietor who takes title from St Leger Group Limited and shall not apply to St Leger Group Limited.
- m. Construct any clothesline in such a way as to be highly visible from any road or construct any letterbox which is not aesthetically sensitive in terms of design or location.
- n. Permit or cause any rubbish to accumulate or be placed upon the allotment and not permit any growth of grass (other than decorative grasses) in excess of 100mm on the allotment so that the same becomes long or unsightly or on any adjoining local authority owned road frontage. In the event the registered proprietor fails to comply with this clause, the registered proprietor acknowledges that the Transferor may carry out the registered proprietors obligations herein, and the registered proprietor agrees to pay any charges relating thereto.

2.2 The registered proprietors of the servient allotments described in Schedule B covenant for the benefit of the relevant dominant allotments in Schedule B 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 St Leger Group Limited, and shall not apply to St Leger Group 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.
- c. to reinstate and/or replace any damage within three (3) months of substantial completion or occupation of the house erected on the allotment, whichever is the earlier, and be responsible for all costs arising from damage to the landscaping, roading, kerbs,

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Annexure Schedule

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footpaths, berms, concrete or other structures in the subdivision, arising from the registered proprietor or his her or its agents and invitees direct or indirect use of the land. The Transferee is to be responsible for procuring compliance by any invitees, tenants, licensees or occupiers of any allotment that he she or it is the registered proprietor of.

- 2.3 The Transferor reserves the right to grant dispensation (to be in writing) to the performance of the conditions in clause 2.1 b, provided any such dispensation meets the Transferor's reasonable expectations for the development.
3. The transferor acknowledges that the value of the subdivision will be effected by the standard of buildings erected on the allotments and by failure to comply with the covenants contained in the preceding clauses and subclauses. The registered proprietor covenants personally and for his/her/its executors administrators and assigns that should the registered proprietor fail to comply with, observe, perform, or complete any of the covenants and restrictions contained herein, then without prejudice to any other liability the registered proprietor may have to the registered proprietors of the dominant tenements, the registered proprietor will:
- a. Permanently remove or cause to be permanently removed from the allotment any improvement or structure so erected or repaired or other cause of any breach or non-observance of the foregoing covenants: PROVIDED and it is further agreed and acknowledged that.
 - b. The registered proprietor shall only have any liability hereunder whilst the registered proprietor is the registered proprietor of a servient tenement.
 - c. In any instance of default by the registered proprietor of any servient allotment of any of the covenants contained herein the defaulting party shall within one (1) month of notice in writing of such default, remove such cause of default and pay the reasonable legal and other expenses incurred by the party enforcing the said covenant(s).

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 Transferor 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 Transferor or entirely at the Transferor's discretion some other person appointed by the Transferor 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.

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AD

Annexure Schedule



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

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(Continue in additional Annexure Schedule, if required.)

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 (of the dominant interest only) and registration of it to be effected.

6. EXCLUSION OF LIABILITY

6.1 a. St Leger Group Limited at Nelson will 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 St Leger Group Limited at Nelson and its legal successors (other than successors in title after registration of a memorandum of transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this transfer in respect of the allotments on Deposited Plan 343672 which has been transferred by St Leger Group Limited at Nelson.

b. The rights and obligations of St Leger Group Limited at Nelson to enforce the terms of the rights and benefits conferred by the foregoing covenants shall terminate five (5) years from the date on which it ceases to be the registered proprietor of any servient or dominant allotment and from that date the right to enforce the rights and benefits so conferred shall in accordance with normal legal principles, vest in the registered proprietors of any of the dominant allotments.

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AD

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SCHEDULE C

Servient Allotment, being lot on DP 343672	Servient Allotment CT reference	Dominant Allotments being lots 343672	Dominant Allotment CT reference
		Lot 1	179311
42	179313	) Lot 2	179312
43	179314	) Lots 42 to 48	179313 – 179319
44	179315	) inclusive	
45	179316	) and	
46	179317)	
47	179318	) Lots 60,61,62	179320 – 179322
48	179319	) 64 to 68	179323 – 179327
60	179320	) inclusive	
61	179321		
62	179322		
64	179323		
65	179324		
66	179325		
67	179326		
68	179327		

To LINZ: Please also register the within land covenants over the Dominant Allotments shown in Schedule C.

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.

 AD

Annexure Schedule



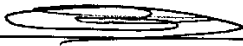
Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

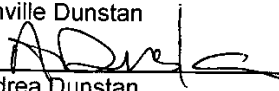
Easement

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(Continue in additional Annexure Schedule, if required.)

Signed by **Granville Dunstan**, and
Andrea Dunstan as one of the
Grantees in the presence of:



Granville Dunstan


Andrea Dunstan

Signature of witness



Name of witness

Neil Mark Allen
Legal Executive
Pitt & Moore
Nelson

Occupation

Address

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 AD

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 Caveator under Caveat No)</i>
---	---

Bank of New Zealand	Mortgagee under Mortgage number 305137.1
---------------------	--

Consent

*Delete words in [] if inconsistent with the consent
State full details of the matter for which consent is required*

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

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

the within instrument.

Dated this 23rd day of November 2004

Attestation:

<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p><i>SIGNED for and on behalf of BANK OF NEW ZEALAND by its Authorised Officer</i></p> <p><i>Rachel Elizabeth Wood</i></p> <p><i>R Wood</i></p> </div> <p>Leigh Ann Bernard</p> <p><i>[Signature]</i></p> <p>Signature [Common seal] of person giving consent</p>	<p>Signed in my presence by the Person giving consent</p> <p><i>[Signature]</i></p> <p>Signature of Witness</p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness: <u>Margaret Jane Aston</u></p> <p>Occupation: <u>Bank Officer</u></p> <p>Address: <u>Auckland</u></p>
--	--

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



Bank of New Zealand

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

We, Rachel Elizabeth Wood and Leigh Carin Bernard both of Auckland, Bank Officers, severally certify that:

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

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 23rd day of November 2004

Rachel Elizabeth Wood

SIGNED at Auckland this 23rd day of November 2004

Leigh Carin Bernard

Approved by Registrar-General of Land under No. 2002/6055

Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1997

Land registration district

NELSON



EI 7669943.9 Easemen

Cpy - 01/01, Pgs - 013, 18/01/08, 11:16



DocID: 212117807

Grantor

Surname(s) must be underlined or in CAPITALS.

ST LEGER GROUP LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

ST LEGER GROUP LIMITED

Grant* of easement or profit à prendre or creation or covenant

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

Dated this 14 day of December 2007

Attestation

St Leger Group Ltd by its Director K J Hannah	Signed in my presence by the Grantor
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantor	Neil Mark Allen Legal Executive Pitt & Moore Nelson

St Leger Group Ltd by its Director K J Hannah	Signed in my presence by the Grantee
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantee	Neil Mark Allen Legal Executive Pitt & Moore Nelson

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

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1



Easement instrument

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pages

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 or in gross)
Land Covenants	DP 395563	Lots 51 - 59 inclusive 381688 381687 381689 381688 381690 381689 381691 381690 381692 381691 381693 381692 381694 381693 381695 381694 382080 381695	Lots 1 and 51 - 59 inclusive 381687 382080 381688 381687 381689 381688 381690 381689 381691 381690 381692 381691 381693 381692 381694 381693 381695 381694 382080 381695

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

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

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

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

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

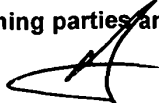
Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

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

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

[Annexure Schedule 2].

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



SCHEDULE A

COVENANTS

1. INTERPRETATION

1.1 In these covenants, unless the context otherwise requires:

Permitted Colours means any colour other than black, white or a primary colour.

Subdivide has the same meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991.

Allotment(s) means present or future allotment(s).

Registered Proprietor includes tenant or occupier of any allotment.

2. SUBDIVISION AND STRUCTURES

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

- a. Subdivide any of the allotments which would result in the creation of one or more additional allotment.
- b. Erect or permit to be erected upon any allotment;
 - i. any more than one dwelling and associated outbuildings;
 - ii. a dwelling with a floor area of less than 170m². 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:

- (1) internal and external walls of the dwelling;
- (2) internal fixtures of the dwelling;
- (3) roof overhangs that encompass a verandah, pergola or porch that is attached to the dwelling;

- iii. a dwelling without a double garage or garaging having an area of less than 36m²;
- iv. any dwelling, building or other structure with an external wall cladding of;
 - (1) "Hardiplank", "Fibrolite", "Hardiflex", "Hardibacker" or other flat plywood or flat fibre -cement sheeting or cladding of similar nature, composition or construction, the area of which exceeds 20% of the total area of the dwelling, building or other structure on each occasion as the case may be;
 - (2) corrugated iron, coloursteel or other metallic cladding;
 - (3) board and batten or plywood board or batten.

The provision of sub-clauses (1), (2) and (3) of this sub-clause iv 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 paragraph (1) of this sub-clause iv 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 paragraphs (1),(2) and (3) of this sub-clause iv shall apply irrespective of whether or not any of the claddings referred to in those paragraphs are unpainted or painted and/or during or subsequent to manufacture except as provided in subclause (1), any exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured in solid plaster so as to fully cover the base material.;

- v. Any dwelling, building or other structure with a roof of an unconventional design. For the purposes of this sub-clause v "unconventional design" includes a roof with less than two breaks and two valleys and with a pitch of less than 25 degrees. The Transferor shall have absolute discretion to determine whether or not any roof complies with the terms of this clause.
- vi. Any dwelling, building or other structure with a roof cladding of corrugated iron, whether painted or unpainted, or a roof cladding of Coloursteel "Trimline" or similar type of roof cladding products **PROVIDED THAT** decramastic or Coloursteel corrugated iron or other products of corrugated iron, painted or coated in the manufacturing process shall not be a breach of this condition as long as they are painted or coated in Permitted Colours. The Transferor shall have absolute discretion to determine whether any roof cladding complies with the terms of this clause;

- vii. Any dwelling which shall have been wholly or substantially constructed, prefabricated on a site other than the allotment and relocated to the allotment. For the purposes of this sub-clause vii a kitset dwelling shall be a dwelling prefabricated on the site other than the allotment. Where the registered proprietor(s) wishes to erect upon the allotment a dwelling in contravention to this clause which when erected will have a floor area of greater than 170m² (as defined in clause 2.1 b ii) the registered proprietor may apply to the Transferor for consent to erect such a dwelling. In making such application the registered proprietor(s) shall provide full plans and specifications for the Transferor's consideration. The consent of the Transferor may be withheld or granted hereunder upon such terms and conditions and under such circumstances as the Transferor may entirely at its discretion think fit;
- viii. any dwelling, building or structure of an "A" frame style or construction;
- ix. any dwelling, building or structure using pole foundations where the poles are not enclosed;
- x. any dwelling to a shape which is a single rectangle or without containing at least two roof breaks or two full valleys in the roof and a roof pitch of not less than 25 degrees.;
- xi. a pre-used dwelling, building or structure;
- xii. Any fence (including any road boundary fence), gate or entry structure upon a servient allotment that is;
 - (1) Constructed of "Hardiplank", "Fibrolite", "Hardiflex", "Hardibacker" or other flat plywood or flat fibre – cement sheeting or cladding of similar nature, composition or construction which is not coated with a proprietary textured finish or traditional sand and cement plaster finish;
 - (2) Constructed of corrugated iron, coloursteel or other metallic cladding material;
 - (3) Constructed of second hand materials, except bricks;
 - (4) Painted or coated in a colour other than a Permitted Colour;
 - (5) 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.
 - (6) Within 5 metres of the property boundary fronting any road.

- xiii. any dwelling, building or structure constructed of pre-used materials (excluding bricks);
- xiv. any building, accessory building, carport, decking, roof overhang or structure that is not of a design that aesthetically integrates it with the design of the house or, colour or exterior cladding matching the design, colour or exterior cladding of the dwelling to which it relates. Further, and in order to enhance the quality and appearance of buildings, any attachments to any buildings on an allotment, including but not necessarily limited to, television aerials and solar hot water panels, shall be constructed in such a way as to be discreetly integrated with the design of such buildings.;
- xv. 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 Transferor 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 a height of 6.0 metres in respect of Lots 51, 52, 53, 54, 55 and 57 and 5.5m in respect of Lots 56, 58 and 59;
 - (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. The ground level for the 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.
- xvi. any caravan, house truck, tent or similar means of providing temporary or supplementary 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 subject to the provision in clause xxii.
- xvii. any dwelling or building incorporating any type of solid fuel burner or diesel burner, or any garden incinerator (such term shall include any outside rubbish fire whether contained or not) or any diesel burner or heater or cooker on the land surrounding the dwelling **TO THE INTENT** that the only permitted combustion fuel in any

appliance operated on the allotment is gas unless otherwise approved in writing by the Transferor pursuant to clause 2.3.

- xviii. any dwelling, garage or building incorporating a "tilta" type door. Sectional type doors shall not be in breach of this provision.
- xix. in order to maintain the openness of the streetscape,
 - (1) no landscaping or structures (including retaining walls) that change the natural ground level;
 - (2) no plants, trees or shrubs higher than 1 metre that have the effect of forming a continuous hedge;shall be undertaken within 5 metres of the property boundary fronting any road kerb and channel.
- xx. any dwelling, building or structure where the combined total land coverage is more than 33% of the total area of the allotment.
- xxi. any dwelling, building or structure where the front setback is less than 5 metres and the internal setback is less than 3 metres except that on corner sites where the minimum front setback shall be 4.5 metres. The Transferor reserves the right to vary these requirements at its discretion.
- xxii. or store or bring or allow to be stored on the allotment in front of the principal building and/or within five (5) metres of the property boundary, (once construction of the principal building on the allotment has been substantially completed), or on any road or thoroughfare in the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle or other equipment, materials or machinery (hereinafter called "vehicles"), unless garaged or screened from any road adjacent to the allotment so as to preserve the amenities of the neighbourhood. Short term parking by visitors and tradespeople of vehicles that are in daily use shall not be in breach of the provision.
- xxiii. any log or log style dwellings or associated outbuildings.

- 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 v above), letterbox and fences, comply with these restrictions. In seeking such confirmation the registered proprietor(s) shall provide full plans and specifications (including site plans and all elevations and details of colours and materials of the roof, fascia's, 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.

- d. Make any alterations or changes to the plans or specifications of the dwelling, building or structure (once approved by the transferor in terms of clause 2.1 c) during the construction process without first having obtained the transferor'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 two (2) years from the date that such dwelling is first used as a show home . 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 Permitted Colours.
- h. Reside in any dwelling house without its exterior completed, including all exterior painting.
- i. 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 growing to their full maturity or carry out landscaping on any adjacent local authority owned road frontage. However, the registered proprietor shall be responsible for keeping and maintaining such local authority road frontage in a neat and tidy condition from the date they take legal or physical possession of the allotment.
- j. Grow or permit to grow upon a servient allotment, any tree shrub or other plant of any variety whatsoever to such extent that it unreasonably interferes with the sunlight to, or view from any dominant allotment.
- k. Allow 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 or to allow any dog to roam free without proper

- c. To reinstate and/or replace any damage within three (3) months of substantial completion or occupation of the house erected on the allotment, whichever is the earlier, and be responsible for all costs arising from damage to the landscaping, roading, kerbs, footpaths, berms, concrete or other structures in the subdivision, arising from the registered proprietor or his/her or its agents and invitees direct or indirect use of the land. The Transferee is to be responsible for procuring compliance by any invitees, tenants, licensees or occupiers of any allotment that he/she or it is the registered proprietor of.
- 2.3 The Transferor reserves the right to grant dispensation (to be in writing) to the performance of the conditions in clause 2.1 b, provided any such dispensation meets the Transferor's reasonable expectations for the development.
3. The transferor acknowledges that the value of the subdivision will be effected by the standard of buildings erected on the allotments and by failure to comply with the covenants contained in the preceding clauses and subclauses. The registered proprietor covenants personally and for his/her/its executors administrators and assigns that should the registered proprietor fail to comply with, observe, perform, or complete any of the covenants and restrictions contained herein, then without prejudice to any other liability the registered proprietor may have to the registered proprietors of the dominant tenements, the registered proprietor will:
 - a. Permanently remove or cause to be permanently removed from the allotment any improvement or structure so erected or repaired or other cause of any breach or non-observance of the foregoing covenants: PROVIDED and it is further agreed and acknowledged that:
 - b. The registered proprietor shall only have any liability hereunder whilst the registered proprietor is the registered proprietor of a servient tenement.
 - c. In any instance of default by the registered proprietor of any servient allotment of any of the covenants contained herein the defaulting party shall within one (1) month of notice in writing of such default, remove such cause of default and pay the reasonable legal and other expenses incurred by the party enforcing the said covenant(s).

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 Transferor 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 Transferor or entirely at the Transferor's discretion some other person appointed by the Transferor 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 (of the dominant interest only) and registration of it to be effected.

6. **EXCLUSION OF LIABILITY**

- 6.1 a. St Leger Group Limited at Nelson will 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 St Leger Group Limited at Nelson and its legal successors (other than successors in title after registration of a memorandum of transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this transfer in respect of the allotments on Deposited Plan 395563 which has been transferred by St Leger Group Limited at Nelson.
- b. The rights and obligations of St Leger Group Limited at Nelson to enforce the terms of the rights and benefits conferred by the foregoing covenants shall terminate five (5) years from the date on which it ceases to be the registered proprietor of any servient or dominant allotment and from that date the right to enforce the rights and benefits so conferred shall in accordance with normal legal principles, vest in the registered proprietors of any of the dominant allotments.

SCHEDULE B

Servient Allotment

Lots 51 – 59 inclusive
DP 395563
381687 ~~381688~~ - 381695 (inclusive)
~~382080~~

Dominant Allotment

Lots 1 and 51 – 59 inclusive
DP 395563
381687 - 381695 (inclusive)
382080

TO: The District Land Registrar
Nelson

Please also register these covenants over the Dominant Allotments.

Approved by Registrar-General of Land under No. 2003/8150
Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



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

Easement Instrument

Page **1** of **1** pages

Consentor
Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Bank of New Zealand

as Mortgagee under Mortgage 305137.1

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [] if inconsistent with the consent.
State full details of the matter for which consent is required.

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

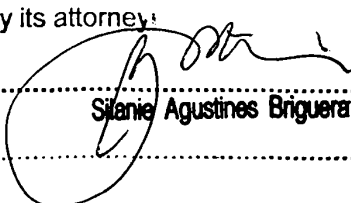
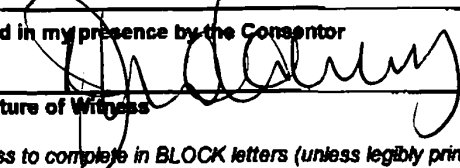
[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:
the registration of the within Easement Instrument

Dated this **15** day of **JANUARY** 2008

Attestation

SIGNED for and on behalf of BANK OF NEW ZEALAND by its attorney:  Silanie Agustines Briguera Signature of Consentor	Signed in my presence by the Consentor 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name PAMELA JANE LINDSAY Occupation BANK OFFICER BANK OF NEW ZEALAND WELLINGTON Address

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




Bank of New Zealand

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **Silanie Agustines Briguera**, Bank Officer of Wellington, New Zealand
certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 14, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this 15th day of January 2008


Silanie Agustines Briguera

[Full name]