

View Instrument Details



Instrument No 8134312.3
Status Registered
Date & Time Lodged 17 April 2009 09:26
Lodged By Ryan, Hannah Elizabeth
Instrument Type Easement Instrument



Affected Computer Registers	Land District
452138	Southland
452149	Southland
452150	Southland
452151	Southland
452152	Southland
452153	Southland
452154	Southland
452155	Southland
452156	Southland
452157	Southland
452158	Southland
452159	Southland
452160	Southland
452162	Southland
452165	Southland
471910	Southland

Annexure Schedule: Contains 16 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Hannah Elizabeth Ryan as Grantor Representative on 16/04/2009 03:50 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Hannah Elizabeth Ryan as Grantee Representative on 16/04/2009 03:50 PM

*** End of Report ***

Form B

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

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

Grantor

TE ANAU LAKESIDE ESTATES LIMITED

Grantee

TE ANAU LAKESIDE ESTATES LIMITED

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Covenant marked "C" on DP413902	Area identified on CT 471910 as "C"	452149-452160 (all numbers inclusive) 452162, 452165, 452138 and areas identified on CT471910 as "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17" and "K18"
Land Covenant	Covenant marked "D" on DP413902	Area identified on CT 471910 as "D"	452149-452160 (all numbers inclusive) 452162, 452165, 452138 and areas identified on CT471910 as "C", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17" and "K18"

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Covenant marked "E" on DP413902	Area identified on CT 471910 as "E"	452149-452160 (all numbers inclusive) 452162, 452165, 452138 and areas identified on CT471910 as "C", "D", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17" and "K18"
Land Covenant	Covenant marked "F" on DP413902	Area identified on CT 471910 as "F"	452149-452160 (all numbers inclusive) 452162, 452165, 452138 and areas identified on CT471910 as "C", "D", "E", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17" and "K18"
Land Covenant	Covenant marked "G" on DP413902	Area identified on CT 471910 as "G"	452149-452160 (all numbers inclusive) 452162, 452165, 452138 and areas identified on CT471910 as "C", "D", "E", "F", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17" and "K18"
Land Covenant	Covenant marked "H" on DP413902	Area identified on CT 471910 as "H"	452149-452160 (all numbers inclusive) 452162, 452165, 452138 and areas identified on CT471910 as "C", "D", "E", "F", "G", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17" and "K18"
Land Covenant	Covenant marked "I" on DP413902	Area identified on CT 471910 as "I"	452149-452160 (all numbers inclusive) 452162, 452165, 452138 and areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "K3", "K4", "K5", "K6", "K7", "K16", "K17" and "K18"

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Covenant marked "K3" on DP413902	Area identified on CT 471910 as "K3"	452149-452160 (all numbers inclusive) 452162, 452165, 452138 and areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K4", "K5", "K6", "K7", "K16", "K17" and "K18"
Land Covenant	Covenant marked "K4" on DP413902	Area identified on CT 471910 as "K4"	452149-452160 (all numbers inclusive) 452162, 452165, 452138 and areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K5", "K6", "K7", "K16", "K17" and "K18"
Land Covenant	Covenant marked "K5" on DP413902	Area identified on CT 471910 as "K5"	452149-452160 (all numbers inclusive) 452162, 452165, and 452138 and areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K6", "K7", "K16", "K17" and "K18"
Land Covenant	Covenant marked "K6" on DP413902	Those areas identified on CT 471910 as "K6"	452149-452160 (all numbers inclusive) 452162, 452165, 452138 and areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K7", "K16", "K17" and "K18"
Land Covenant	Covenant marked "K7" on DP413902	Area identified on CT 471910 as "K7"	452149-452160 (all numbers inclusive) 452162, 452165, 452138 and areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K16", "K17" and "K18"

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Covenant marked "K16" on DP413902	Area identified on CT 471910 as "K16"	452149-452160 (all numbers inclusive) 452162, 452165, 452138 and areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K17" and "K18"
Land Covenant	Covenant marked "K17" on DP413902	Area identified on CT 471910 as "K17"	452149-452160 (all numbers inclusive) 452162, 452165, 452138 and areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16" and "K18"
Land Covenant	Covenant marked "K18" on DP413902	Area identified on CT 471910 as "K18"	452149-452160 (all numbers inclusive) 452162, 452165, 452138 and areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16" and "K17"
Land Covenant	Covenant marked "CF" on DP413902	Lot 225, DP413902 CT 452138	452149-452160 (all numbers inclusive), 452162, 452165, and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "CGB" on DP413902	Lot 218, DP413902 CT 452160	452149-452159 (all numbers inclusive), 452162, 452165, 452138 and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Covenant marked "BHA" on DP413902	Lot 108, DP413902 CT 452138	452149-452160 (all numbers inclusive), 452162, 452165, and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "K9A" on DP413902	Lot 130, DP413902 CT 452138	452149-452160 (all numbers inclusive), 452162, 452165, and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "K14A" on DP413902	Lot 131, DP413902 CT 452138	452149-452160 (all numbers inclusive), 452162, 452165, and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "K14B" on DP413902	Lot 118, DP413902 CT 452138	452149-452160 (all numbers inclusive), 452162, 452165, and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "K15A" on DP413902	Lot 148, DP413902 CT 452138	452149-452160 (all numbers inclusive), 452162, 452165, and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "K13A" on DP413902	Lot 201, DP413902 CT 452138	452149-452160 (all numbers inclusive), 452162, 452165, and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Covenant marked "K13B" on DP413902	Lot 202, DP413902 CT 452138	452149-452160 (all numbers inclusive), 452162, 452165, and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "K13C" on DP413902	Lot 203, DP413902 CT 452138	452149-452160 (all numbers inclusive), 452162, 452165, and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "K13D" on DP413902	Lot 204, DP413902 CT 452138	452149-452160 (all numbers inclusive), 452162, 452165, and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "K13E" on DP413902	Lot 205, DP413902 CT 452138	452149-452160 (all numbers inclusive), 452162, 452165, and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "K13F" on DP413902	Lot 206, DP413902 CT 452138	452149-452160 (all numbers inclusive), 452162, 452165, and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "K13G" on DP413902	Lot 207, DP413902 CT 452149	452150-452160 (all numbers inclusive), 452162, 452165, 452138 and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Covenant marked "JA" on DP413902	Lot 208, DP413902 CT 452150	452149, 452151-452160 (all numbers inclusive), 452162, 452165, 452138 and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "JB" on DP413902	Lot 209, DP413902 CT 452151	452149-452150 (all numbers inclusive), 452152-452160 (all numbers inclusive), 452162, 452165, 452138 and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "JC" on DP413902	Lot 210, DP413902 CT 452152	452149-452151 (all numbers inclusive), 452153-452160 (all numbers inclusive), 452162, 452165, 452138 and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "JD" on DP413902	Lot 211, DP413902 CT 452153	452149-452152 (all numbers inclusive), 452154-452160 (all numbers inclusive), 452162, 452165, 452138 and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "JE" on DP413902	Lot 212, DP413902 CT 452154	452149-452153 (all numbers inclusive), 452155-452160 (all numbers inclusive), 452162, 452165, 452138 and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Covenant marked "JF" on DP413902	Lot 213, DP413902 CT 452155	452149-452154 (all numbers inclusive), 452156-452160 (all numbers inclusive), 452162, 452165, 452138 and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "JG" on DP413902	Lot 214, DP413902 CT 452156	452149-452155 (all numbers inclusive), 452157-452160 (all numbers inclusive), 452162, 452165, 452138 and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "JH" on DP413902	Lot 215, DP413902 CT 452157	452149-452156 (all numbers inclusive), 452158-452160 (all numbers inclusive), 452162, 452165, 452138 and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "JJ" on DP413902	Lot 216, DP413902 CT 452158	452149-452157 (all numbers inclusive), 452159, 452160, 452162, 452165, 452138 and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "JK" on DP413902	Lot 217, DP413902 CT 452159	452149-452158 (all numbers inclusive), 452160, 452162, 452165, 452138 and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Covenant marked "K12A" on DP413902	Lot 228, DP413902 CT 452162	452149-452160 (all numbers inclusive), 452165, 452138 and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "K12B" on DP413902	Lot 229, DP413902 CT 452138	452149-452160 (all numbers inclusive), 452162, 452165, and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "K12C" on DP413902	Lot 230, DP413902 CT 452138	452149-452160 (all numbers inclusive), 452162, 452165, and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "K12D" on DP413902	Lot 231, DP413902 CT 452165	452149-452160 (all numbers inclusive), 452162, 452138 and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "K12E" on DP413902	Lot 232, DP413902 CT 452138	452149-452160 (all numbers inclusive), 452162, 452165, and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"
Land Covenant	Covenant marked "K12F" on DP413902	Lot 233, DP413902 CT 452138	452149-452160 (all numbers inclusive), 452162, 452165, and those areas identified on CT471910 as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17", "K18"

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

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

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule 2]~~

Annexure Schedule 2

The Grantor and Grantee have agreed mutually to covenant in the manner set out in Schedule 2 for the benefit of the other and their successors in title in each of the lots comprising the servient and dominant tenement. The Grantor and Grantee covenant and agree in the manner set out in Schedule 2 so that these covenants shall run with the servient lots in perpetuity for the benefit of the respective dominant lots.

The Grantee acknowledges that it is in the interest of all parties and all present or future registered proprietors of any land forming part of each of the lots comprising the servient and dominant tenements that such lots be developed and maintained in accordance with certain standards.

The Grantee for itself and its successors in title to the land hereby covenants with the Grantor for itself and its successors in title:

1.0 DEFINITIONS

In these Restrictive Covenants:

- Dwelling** means a building or group of buildings designed and occupied as a single private residential unit and includes:
- an attached residential flat contained within such a unit;
and
normal accessory buildings including a garage, garden/tool shed and the like.
- Front Yard** means the part of any Lot comprising 4.5 metres from an adjoining Legal Road and a line drawn parallel to the boundary of the road from the point of the dwelling closest to that boundary. Any Lot having frontage to more than one road shall have a front yard facing one road as determined by the Grantee.
- The Lot** means any of those Lots 108, 118, 130, 131, 148, 201-218 (all numbers inclusive), 225 and 228-233 (all numbers inclusive) and areas identified as "C", "D", "E", "F", "G", "H", "I", "K3", "K4", "K5", "K6", "K7", "K16", "K17" and "K18" on Lot 310. All of the lots and areas are located on DP 413902.
- Legal Road** means all parts of any road vested in the Southland District Council as legal road and includes the carriageway, footpaths, kerbing, driveways and any landscaped areas within the legal road.
- Fence** means any solid structure having a low visual transparency erected on any boundary of the Lot or within 2m of any such boundary with the intent of dividing or creating a barrier between the Lot and the adjoining Lot, Legal Road or Reserve.
- Hedge** means any row of bushes, shrubs or small trees planted in close proximity to form a barrier or boundary between Lots or between a Lot and a Legal Road or Reserve.

2.0 BUILDING

- 2.1** Not to commence or proceed with the building, erection or construction of any dwelling on the Lot unless the dwelling is new nor to permit or suffer any pre-built, transportable or relocatable dwelling or previously lived in dwelling to be moved on to the Lot.
- 2.2** Not to use in the building, erection or construction of any dwelling or fence on any Lot;
- (a) Any of the following cladding or exterior materials:
- Fibre cement weatherboards with the exception of Hardiflex Linea panels
 - Uncoated fibre materials other than factory pre-finished roofing materials
 - Plywood or ply products
 - Iron and steel whether galvanised or not unless new and pre-painted or coloursteel
 - Concrete blocks unless such blocks are painted within 3 months of erection
- (b) Any colour on any cladding or exterior materials that:
- Is not within the range of muted earthen hues found in the local landscape and from British Standard 4800 and 2660.
 - Is not used in or applied to the exterior of any dwelling with more than two (2) other colours from the same range.

- Does not in combination with such cladding or exterior materials have a reflectivity of more than 40%, and
- (c) Any roof with a pitch of less than 30 degrees provided however that a flat roof or a mono pitched roof on a dwelling is permissible.
- 2.3** Not to build, erect or construct any building or structure (excluding a fence) within the Front Yard
- 2.4** Not to build, erect or construct any garage on the Lot whether as part of a dwelling or as a separate accessory building within 6 metres of an adjoining Legal Road.
- 2.5** Not to build, erect or construct any separate accessory building on the Lot clad in materials and with decorative finishes and colours which are not the same or similar to those used on the dwelling.
- 2.6** Not to allow or permit the construction of any building on the Lot or the landscaping of the Lot to continue beyond a period of 18 months from the commencement of such construction nor to allow or permit any dwelling in the course of construction to be left without substantial work being carried out for a period exceeding 3 months.

3.0 LANDSCAPING

- 3.1** Not to plant on the Lot any:
- (a) Species of *Pinus radiata*, *Pinus ponderosa*, *Pinus contorta*, Douglas Fir or Eucalyptus, or
 - (b) Any row of trees intended to create a hedgerow or shelterbelt in excess of 2 metres in height from ground level at the base of the tree, or
 - (c) Plant listed on the list of Plant Pests maintained by Environment Southland or any other Local Government Authority having governance over the Lot.
- 3.2** Not to permit any tree growing at any time on the Lot to exceed 7 metres in height from the ground level at the base of the tree.
- 3.3** Not to permit any more than 20% of the surface of any Front Yard inclusive of any driveway to be covered or sealed with any impervious material.
- 3.4** Not to construct any vehicle crossing to the Lot in excess of 4 metres in width nor to construct any vehicle crossing in such a manner and out of such materials that do not compliment and blend with the footpaths and vehicles access points provided by the Grantor to the Lot.
- 3.5** Not to erect or install any exterior lighting that is directed upwards for the purpose of illuminating a dwelling or any planting on the Lot.
- 3.6** Not to erect or install any exterior flood lighting that would have the effect of illuminating any part of Lake Te Anau, its foreshore and any land situated immediately between Lake Te Anau and the northern boundary of the Grantors land and which is under the control and administration of the Department of Conservation or any other statutory body in which such control or administration is vested in at any time in the future.

4.0 FENCES

- 4.1 Not to build, erect or construct within or on any boundary of a Front Yard any fence that is higher than 800mm above the ground.
- 4.2 Not to build, erect or construct on any boundary outside of a Front Yard any fence that is higher than 1.8 metres above the ground.
- 4.3 Not to plant, grow or permit to continue to grow any hedge on any boundary outside of a Front Yard that is higher than 2 metres from ground level to the base of the hedge.
- 4.4 Not to build, erect or construct any fence on the Lot that contains shade cloth, netting, iron or steel unless pre-painted or colour steel, or unpainted timber unless hardwood, tanalised or creosoted.
- 4.5 Not to call upon the Grantor to pay for or contribute towards the expense of construction or maintenance of any fence between any Lot including any other land adjoining the Lot and registered in the name of the Grantor but this covenant shall not enure for the benefit of any subsequent purchaser or proprietor of such land.
- 4.6 Not to call upon Southland District Council to pay for or contribute towards the expense of construction or maintenance of any fence between the Lot and any other contiguous land vested in the Council as Reserve or Legal Road.

5.0 GENERAL

- 5.1 Not to permit the Lot or any area in front of the Lot between the boundary and the road carriageway to remain in an unkempt and untidy state.
- 5.2 Not to permit any growth of grass beyond 150mm in length on the Lot PROVIDED THAT such restriction shall not apply to native or specimen grasses planted for the purpose of landscaping on the Lot.
- 5.3 Not to permit any rubbish to accumulate on the Lot.
- 5.4 Not to reside in or permit others to reside in any temporary structure, caravan, campervan, mobile home or tent on the Lot for any one period longer than three weeks.
- 5.5 Not allow or permit access by any vehicle of any description to the foreshore of Lake Te Anau.
- 5.6 Not to further subdivide the Lot at any time, PROVIDED THAT this covenant shall not apply to any subdivision of:
 - 5.6.1 Lot 310 DP 413902 carried out in accordance with resource consent 03/148 from the Southland District Council, or
 - 5.6.2 Lots 208 to 217 DP 413902 (all lot numbers inclusive); or

5.6.3 to any lots resulting from the subdivision of covenant areas C, D, E, F, G, H, I, JA, JB, JC, JD, JE, JF, JG, JH, JJ and JK DP 413902.

5.7 Not to build, erect or construct any building on the Lot other than one single dwelling inclusive of normal accessory buildings PROVIDED THAT this covenant shall not apply to:

5.7.1 Lots 310, 208 to 217 (all lot numbers inclusive) DP 413902; or

5.7.2 to any lots resulting from the subdivision of covenant areas C, D, E, F, G, H, I, JA, JB, JC, JD, JE, JF, JG, JH, JJ and JK DP 413902.

6.0 ARBITRATION

6.1 Any issue whatsoever, including any tortuous, equitable or statutory issues arising out of, connected with, touching on or related to these Restrictive Covenants and any issues relating to the existence, interpretation, application or validity of such covenants are hereby submitted to arbitration.

6.2 The number of arbitrators shall be one.

6.3 The Grantor and the Grantee will either agree upon the sole arbitrator or the arbitrator shall be appointed by the President at the time of the Southland District Law Society on the application of either party.

7.0 Scope

7.1 In the event that Lot 310 DP 413902 is subdivided then the covenants herein relating to Lot 310 DP 413902 shall be mutually enforceable by the registered proprietor of each resulting Lot against the registered proprietor for the time being of each other resulting Lot from the respective subdivision.

Approved by Registrar-General of Land under No. 2003/6160
Annexure Schedule - Consent Form
 Land Transfer Act 1952 section 238(3)



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

Mortgage

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.)

ANZ NATIONAL BANK LIMITED	Mortgagee under Mortgage No. 6959112.2
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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(3) 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:

1. The deposit of Digital Title Plan LT413902;
2. The issue of new titles for Lots 310, 32-33, 100, 108, 116, 130-131, 148, 201-218, 225, 228-233 in accordance with LT413902;
3. The vesting of Lots 32, 33 and 100 as recreation reserve;
4. The vesting of Lot 40 as road;
5. The registration of the Land Covenants dated 2 April 2009; and
6. The registration of all other documentation necessary for the deposit of Digital Title Plan LT413902.

Dated this 2nd day of April 2009

Attestation

ANZ National Bank Limited By its ATTORNEY <u>ROBERT STANLEY FRANKS</u> in the presence of _____ signature _____ Occupation _____ Address _____ Signature of Consentor _____	Signed in my presence by the Consentor _____ Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>SCOTT LEE</u> Occupation <u>MANAGER</u> Address <u>AUCKLAND</u>
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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.

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

I, Robert Stanley Franks of Auckland, New Zealand, Chief Manager Operations, Wholesale Portfolio Management of ANZ National Bank Limited, certify -

1. That by deed dated 12 April 2000, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.

Signed at Auckland this *2nd* day of *April* 2009.

Robert Stanley Franks