



Instrument No. 9947138.11
Status Registered
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Lodged By Maginn, Chelsea Anne
Instrument Type Easement Instrument



Affected Computer Registers Land District

678904	Otago
678905	Otago
678906	Otago
678907	Otago
678908	Otago
678909	Otago
678910	Otago
678911	Otago
678912	Otago
678913	Otago
678914	Otago
679926	Otago

Annexure Schedule: Contains 20 Pages.

Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage 5871423.2 has consented to this transaction and I hold that consent

I certify that the Mortgagee under Mortgage 7871182.3 has consented to this transaction and I hold that consent

I certify that the Mortgagee under Mortgage 7950791.3 has consented to this transaction and I hold that consent

Signature

Signed by Melissa Jane McFarlane as Grantor Representative on 27/01/2015 05:08 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 Melissa Jane McFarlane as Grantee Representative on 27/01/2015 05:08 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

Crescent Investments Limited

Grantee

Crescent Investments 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	Applies to all of the servient tenement	Lot 52 DP 481348 CT 678905	Lot 52 DP 481348 CT 678905
		Lot 53 DP 481348 CT 679926	Lot 53 DP 481348 CT 679926
		Lot 54 DP 481348 CT 678904	Lot 54 DP 481348 CT 678904
		Lot 55 DP 481348 CT 678904	Lot 55 DP 481348 CT 678904
		Lot 56 DP 481348 CT 678904	Lot 56 DP 481348 CT 678904
		Lot 57 DP 481348 CT 678904	Lot 57 DP 481348 CT 678904

Form B - continued

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	Applies to all servient tenement	Lot 58 DP 481348 CT 678904	Lot 58 DP 481348 CT 678904
		Lot 59 DP 481348 CT 678904	Lot 59 DP 481348 CT 678904
		Lot 60 DP 481348 CT 678906	Lot 60 DP 481348 CT 678906
		Lot 69 DP 481348 CT 678904	Lot 69 DP 481348 CT 678904
		Lot 70 DP 481348 CT 678904	Lot 70 DP 481348 CT 678904
		Lot 71 DP 481348 CT 678904	Lot 71 DP 481348 CT 678904
		Lot 72 DP 481348 CT 678904	Lot 72 DP 481348 CT 678904
		Lot 73 DP 481348 CT 678904	Lot 73 DP 481348 CT 678904
		Lot 74 DP 481348 CT 678904	Lot 74 DP 481348 CT 678904
		Lot 75 DP 481348 CT 678904	Lot 75 DP 481348 CT 678904
		Lot 76 DP481348 CT 678904	Lot 76 DP481348 CT 678904
		Lot 77 DP481348 CT 678904	Lot 77 DP481348 CT 678904
		Lot 78 DP 481348 CT 678904	Lot 78 DP 481348 CT 678904
		Lot 79 DP 481348 CT 678907	Lot 79 DP 481348 CT 678907
Lot 80 DP481348 CT678904	Lot 80 DP481348 CT678904		
Lot 81 DP481348 CT678904	Lot 81 DP481348 CT678904		
Lot 82 DP481348 CT678908	Lot 82 DP481348 CT678908		

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	Applies to all servient tenement	Lot 83 DP481348 CT678909	Lot 83 DP481348 CT678909
		Lot 84 DP481348 CT678904	Lot 84 DP481348 CT678904
		Lot 85 DP481348 CT678910	Lot 85 DP481348 CT678910
		Lot 86 DP481348 CT678904	Lot 86 DP481348 CT678904
		Lot 87 DP481348 CT678904	Lot 87 DP481348 CT678904
		Lot 88 DP481348 CT678904	Lot 88 DP481348 CT678904
		Lot 89 DP481348 CT678911	Lot 89 DP481348 CT678911
		Lot 90 DP481348 CT678904	Lot 90 DP481348 CT678904
		Lot 91 DP481348 CT678904	Lot 91 DP481348 CT678904
		Lot 92 DP481348 CT678912	Lot 92 DP481348 CT678912
		Lot 93 DP481348 CT678913	Lot 93 DP481348 CT678913
		Lot 94 DP481348 CT678904	Lot 94 DP481348 CT678904
Lot 95 DP481348 CT678904	Lot 95 DP481348 CT678904		
Lot 109 DP481348 CT678914	Lot 109 DP481348 CT678914		
Lot 110 DP481348 CT678904	Lot 110 DP481348 CT678904		

Form B - continued

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] [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 }~~

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

Background

The Grantor is developing the land comprising the Servient Tenement and the Dominant Tenement as part of Kirimoko Park. These Covenants relate specifically to Kirimoko Park Stage 2, but are part of the broader suite of Covenants for Kirimoko Park as a whole.

The Grantor and the Society intend that the Servient Tenement be subject to a general scheme applicable to and for the benefit of the land in Kirimoko Park to ensure that Kirimoko Park is developed and administered in a co-ordinated and harmonious manner and to conserve and enhance the character, value and amenity values of Kirimoko Park ("the Scheme").

The Society has been established to provide for and administer the Scheme for the benefit of Kirimoko Park as implemented through the Society's Rules.

The Grantor and the Society intend that this Instrument shall be and remain registered against the titles to the land in Kirimoko Park and to give effect to the Scheme so that owners or occupiers for the time being of the Servient Tenement shall be bound by the provisions of this Instrument and that owners and occupiers for the time being of any of the Dominant Tenement can enforce the observance of the provisions of this Instrument by the owners or occupiers for the time being of any of the Servient Tenement in equity or otherwise.

The obligations and covenants of the Grantor under this Instrument are for the benefit of the Grantee and also for the benefit of the Society (in accordance with the Contracts Privity Act 1982).

1. Interpretation

1.1. In this Instrument unless the context otherwise requires:

- "Adjoining Lot(s)" means Residential Lots that are directly adjacent to one another and share a boundary.
- "Ancillary structures" means sheds, decks, spas, swimming pools, carports, pergolas and suchlike structures (but excluding detached garages and sleepouts) which shall be attached to any dwelling erected on the servient tenement and which are of a height not exceeding 3.5 metres above Ground Level nor exceeding 2.5 metres above Ground Level within 1m of any internal boundary.
- "Building" shall have the same meaning as in the Building Act 2004, but shall not include:
 - Fences or walls of 1.2 metres in Height or less above Ground Level;
 - Structures less than 5m² in area and less than 2 metres in Height above Ground Level.
 - Radio and television aerials (excluding dish antennae for receiving satellite television which are greater than 1.2metres in diameter), less than 2 metres in Height above Ground Level.
 - Masts and Poles less than 2metres in Height above Ground Level.
- "Buildable Area" means the maximum area within a building platform identified on the Plan of Subdivision that can be covered by a Building. For avoidance of doubt this does not include Ancillary Structures erected in accordance with clause 3.1 of this Instrument.
- "Council" means the Queenstown Lakes District Council or its successor.
- "Covenants" means the covenants set out in this Instrument,
- "Design Review Board" means the body set up by the Kirimoko Park Residents Association in accordance with the Society's Rules (refer clause 10.7 of those rules) for the purpose of

implementing the Kirimoko Design Code and assessing compliance of Lot development with the Development Controls.

- "Development Controls" means the covenants set out in this Instrument that relate to the development of the Lots, in particular the provisions at clauses 2 – 15 of this instrument.
- "Ground Level" means the surface of the ground prior to any earthworks on the site, except that where the surface of the ground has been altered through earthworks carried out as part of a subdivision under the Resource Management Act 1991 or Local Government Act 1974 "ground level" means the finished surface of the ground following the completion of works associated with the most recently completed subdivision.
 - "completed subdivision" means a subdivision in respect of which a certificate pursuant to section 224(c) of the Resource Management Act 1991 or a completion certificate under the Local Government Act 1974 has been issued.
 - "earthworks" has the meaning given in the definition of that term in the Queenstown Lakes Operative District Plan and includes earthworks carried out at any time in the past.
 - "earthworks carried out as part of the subdivision" does not include earthworks that are authorised under any land use consent for earthworks, separate from earthworks approved as part of a subdivision consent.
- "Height" means the vertical distance between Ground Level at any point and the highest part of the Building immediately above that point. For the purposes of calculating height, account shall not be taken of:
 - (a) aerials and/or antennas, mounting fixtures, mast caps, lightning rods or similar appendages for the purpose of telecommunications but not including dish antennae which are attached to a mast or Building, provided that the maximum Height for any Building is not exceeded by more than 2.5metres; and
 - (b) Chimneys or finials (not exceeding 1.1 metre in any direction (provided that the maximum Height for any Building is not exceeded by more than 1.5metre.
- "Kirimoko Design Code" means the Kirimoko Design Code established and adopted by the Society. The Kirimoko Design Code incorporates The Low Impact Design Stormwater System Maintenance Manual.
- "Kirimoko Park" means the proposed subdivision of the Land and comprises both Kirimoko Park Stage 1 and Stage 2
- "Kirimoko Park Stage 1" means the Land subdivided in accordance with the plans deposited under LT 443395 and LT 447560.
- "Kirimoko Park Stage 2" means the land formerly contained in Lot 51 DP 477560 and subdivided in accordance with the plan deposited under LT 481348.
- "Land" means that formerly contained in Lot 1 Deposited Plan 347876 held in computer freehold register 196498, Lot 2 Deposited Plan 301928 computer freehold register 7786 and Lot 12 Deposited Plan 300734 computer freehold register 3657.
- "Member" means a member of the Society and includes Commercial and Residential Members as defined in the Society's Rules.
- "Plan of Subdivision" means the plan intended to be deposited under no.481348 for part of the land known as Kirimoko Park.
- "Residential Lots" means certain lots within Kirimoko Park shown on a plan intended to be deposited under no.481348 being lots numbered 52-60, 69-95, 109 and 110 inclusive.

- “Society” means The Kirimoko Park Residents’ Association Incorporated.
- “Society’s Rules” mean the rules of the Society.
- “Subdivision” has the meaning given to it under the Resource Management Act 1991

2. Building platforms and Maximum Buildable Area

2.1. The Grantor shall not erect on the servient tenement any Building that is not sited entirely within the building platform shown on the Plan of Subdivision except:

- (a) Minor encroachments beyond the building platform which comply with the following:
- (i) The footprint of the Building extends no more than 1m outside of the building platform as shown on the Plan of Subdivision; and
 - (ii) The footprint encroachment does not exceed more than 10% of the building platform area identified for the Residential Lot on the Plan of Subdivision; and
 - (iii) The encroachment is offset elsewhere in the Building design so the Buildable Area for the Residential Lot is not increased; and
 - (iv) Eaves, porches or soffits extend no more than 1 metre outside of the Building Platform shown on the plan of subdivision except where they are attached to a footprint encroachment referred to in (i) above in which case eaves, porches or soffits may extend a maximum of 1.6 metres outside of the Building Platform; and
 - (v) Chimneys extend no more than 600 millimetres beyond the footprint of any Building for a length of no more than 1.2 metres parallel to the elevation; and
 - (vi) Prior written approval is obtained from the owners of the Adjoining Lots and the Society.

For the avoidance of doubt, the footprint of any Building shall be the area defined by the external walls of the Building excluding eaves or overhanging parts of the Building.

- (b) Ancillary Buildings erected in accordance with clause 3 of this Instrument.

APPLIES to all Residential Lots.

2.2. The Grantor shall ensure that any Building erected on the building platform within the servient tenement complies with the controls specified in Columns 1, 2 and 2A below. The location of each area specified in Columns 1 and 2 shall be in accordance with the building platform identified on the Plan of Subdivision. Notwithstanding the maximum areas specified in Columns 2A below, the total footprint of any Building erected on the servient tenement shall not exceed the maximum Buildable Area specified below in Column 3:

Lot number	Column 1 Building platform area within which single storey may be erected (letter represents platform marked on DP481348)	Column 2 Building platform area within which double storey may be erected (letter represents platform marked on DP481348)	Column 2A Total building platform area	Column 3 Maximum Buildable Area (m ²)
52	(BB) 124	(BA) 147	271	260
53	(BC) 139	(BD) 158	297	260
54		(BE) 317	317	315
55		(BF) 305	305	300
56	(BG) 162	(BH) 131	293	270
57	(BI) 127	(BJ) 209	336	310
58	(BK) 212	(BL) 172	384	330

59		(BM) 401	401	330
60	(BN) 87 (BP) 126	(BO) 186	399	330
69	(BQ) 269		269	260
70	(BR) 259		259	260
71	(BS) 315		315	270
72	(BU) 173	(BT) 149	323	270
73	(BV) 324		324	300
74	(BW) 337		337	270
75	(BX) 314		314	290
76		(BY) 283	283	270
77	(BZ) 283		283	260
78	(CA) 287		287	260
79	(CB) 311		311	270
80	(CC) 274		274	260
81	(CD) 298		298	260
82	(CE) 286		286	260
83	(CF) 324		324	280
84	(CG) 315		315	280
85	(CH) 305		305	300
86	(CI) 299		299	290
87	(CJ) 305		305	260
88		(CK) 385	385	300
89	(CL) 308		308	270
90	(CM) 274		274	260
91	(CN) 286		286	260
92	(CO) 368		268	260
93	(CP) 319		319	280
94	(CQ) 297		297	260
95	(CR) 299		299	260
109	(CS) 269		269	250
110	(CT) 336		336	280

3. Ancillary Structures

- 3.1. The Grantor shall not erect any Ancillary Structures within setback areas on the servient tenement

4. No further subdivision

- 4.1. The Grantor shall not further subdivide the servient tenement, except where:
- The subdivision is for a minor boundary adjustment; and
 - The subdivision does not create any additional, separately saleable residential lots; and
 - Written approval to the subdivision is obtained from the Society.

APPLIES to all Residential Lots..

5. Road Setbacks

- 5.1. None of the Lots in Kirimoko Park Stage 2 are subject to this provision

6. **Height restrictions**

6.1A The following table identifies the Central Survey Peg within each Residential Lot shown on the CSD Plan deposited under number 481348 for the purposes of establishing the Height of Buildings as set out in clauses 6.1, 6.4 and 6.5 below:

<i>Lot</i>	<i>Central Survey Peg Reference (DP 481348)</i>	<i>Height of Central Survey Peg (masl) as shown on DP 481348</i>
52	PEG 146	317.1
53	PEG 153	318.0
54	PEG 138	319.1
55	PEG 142	319.9
56	PEG 141	319.7
57	PEG 134	322.4
58	PEG 133	326.3
59	PEG 127	329.4
60	PEG 129	329.5
69	PEG 124	319.1
70	PEG 121	320.6
71	PEG 132	322.0
72	PEG 135	323.8
73	PEG 128	325.8
74	PEG 136	326.5
75	PEG 120	325.3
76	PEG 139	322.9
77	PEG 145	321.6
78	PEG 144	320.1
79	PEG 620	319.1
80	PEG 91	317.6
81	PEG 126	319.3
82	PEG 119	322.4
83	PEG 118	324.6
84	PEG 125	320.8
85	PEG 123	317.2
86	PEG 151	316.9
87	PEG 137	318.8
88	PEG 143	315.6
89	PEG 140	316.9
90	PEG 149	316.3
91	PEG 152	316.2
92	PEG 150	316.7
93	PEG 148	315.1
94	PEG 155	315.2
95	PEG 154	315.5
109	PEG 147	314.7
110	PEG 156	314.0

- 6.1. The Grantor shall not erect any Building on the servient tenement, which exceeds either 7 metres in Height above Ground Level or 7m above the Central Survey Peg within the servient tenement and identified in clause 6.1A above, which ever is the lower.

APPLIES to all Residential Lots. Notwithstanding clause 6.1, the Lots specified in clauses 6.2 to 6.5 below shall have the following additional restrictions.

- 6.2. None of the Lots in Kirimoko Park Stage 2 are subject to this provision.
- 6.2A None of the Lots in Kirimoko Park Stage 2 are subject to this provision
- 6.3. In respect of the following Residential Lots the Grantor shall erect only a single storey Building on that part of servient tenement so marked on the Plan of Subdivision.

Lot number
52, 53, 56, 57, 58, 60, 69, 70, 71, 72, 73, 74, 75, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 89, 90, 91, 92, 93, 94, 95, 109, 110

- 6.4. The Grantor shall not erect any single storey Building on the servient tenement, which exceeds the lower of either:
- (a) 4.5 metres in Height above Ground Level; or
- (b) 4.5m above the Central Survey Peg within the servient tenement and identified in clause 6.1A above.

The 4.5 metre Height restriction set out above may be exceeded in the following circumstances:

- (a) The proposed single storey section does not exceed 5 metres above Ground Level or the Central Survey Peg, which ever is the lower; and
- (b) Written approval is obtained from all adjacent Residential Lot owners and the Society.

APPLIES to all Residential Lots.

- 6.4A. None of the Lots in Kirimoko Park Stage 2 are subject to this provision
- 6.5. In respect of the following Residential Lots the Grantor may erect a two-storey dwelling so long as the two-storey section is erected within the part of the building platform identified for two storey construction in the Plan of Subdivision.

Lot number
52, 53, 54, 55, 56, 57, 58, 59, 60, 72, 76, 88

- 6.5A. In the event that the Grantor elects to erect a dwelling with a two-storied part in accordance with 6.5 above it shall be a minimum Height of 6 metres above the lower of Ground Level or the Central Survey Peg identified in clause 6.1A above.

- 6.6 The finished floor level of any Residential dwelling and/or level of any surface drain, to be connected to the Low Impact Design Stormwater System, must be a minimum of 150mm higher than the outflow level of the relevant connection (eg. well up chamber) to the Low Impact Design Stormwater System unless a direct flow path is available to a swale or channel or adequate independent onsite soakage is provided.

APPLIES to all Residential Lots.

7. Access

- 7.1A. The only vehicular access point to the servient tenement shall be at the location constructed at the time of subdivision of Kirimoko Park Stage 2 and depicted on the lot specific layout plan for the relevant Residential Lot within the Kirimoko Design Code.

7.1. None of the Lots in Kirimoko Park Stage 2 are subject to this provision

7.2. None of the Lots in Kirimoko Park Stage 2 are subject to this provision

7.3. None of the Lots in Kirimoko Park Stage 2 are subject to this provision

7.4. None of the Lots in Kirimoko Park Stage 2 are subject to this provision

8. Access Width

- 8.1. Where a singular street access has been constructed and is depicted in the lot specific layout plan for a Residential Lot under clause 7.1A above such access shall not have a width exceeding 4 metres, unless otherwise approved by the Society.

- 8.2. Where a shared street access has been constructed and is depicted in the lot specific layout plan for a Residential Lot under clause 7.1A above such access shall not have a width exceeding 5 metres, unless otherwise approved by the Society.

- 8.3 For the purposes of clauses 8.1 and 8.2 above the width of the street access shall be measured at the street edge from which point the width of the access may, subject to the approval of the Society, increase to the Lot Boundary.

9. Equipment Storage

- 9.1. The Grantor shall screen, in an appropriate manner from all roads and adjoining Residential Lots on the Plan of Subdivision all vehicles (including boats, caravans and trailers) and equipment stored on the servient tenement. The Grantor shall seek and obtain from the Society consent to the manner in which any equipment is to be stored on the servient tenement.

APPLIES to all Residential Lots.

10. Landscape and Vegetation

- 10.1. The Grantor shall before undertaking any development on the servient tenement and as part of any dwelling approval process prepare a landscape plan and obtain the consent of the Society to such landscape plan.

APPLIES to all Residential Lots.

- 10.2. The Grantor shall comply in all respects with the provisions of any landscape plan consented to by the Society and shall not alter, amend or abandon the said landscape plan without first seeking and obtaining the consent of the Society. The Grantor shall maintain and suitably irrigate all plantings on the servient tenement.

APPLIES to all Residential Lots.

- 10.3. In the event that a plant or tree on the servient tenement, which forms part of the structural landscaping carried out as part of Kirimoko Park or a landscape plan approved and implemented under clauses 10.1 and 10.2 above, becomes diseased or dies the Grantor shall forthwith replace it with another plant or tree of that species or an alternative species approved by the Society.

APPLIES to all Residential Lots.

- 10.4. The Grantor shall in a good and workmanlike manner and to the satisfaction of the Society repair, restore and replant (as the case may be) any damage done to roads, driveways, vehicle crossings, fencing, structures, Buildings, plantings, vegetation, services, infrastructure or any other asset caused either on the servient tenement or within Kirimoko Park during the construction of any Building on the servient tenement. Any such repairs, restoration or replanting shall occur within the next available Building or planting season (as the case may be).

APPLIES to all Residential Lots.

11. Low Impact Design Stormwater System

11.1. Connections

- (a) Any connection by the Grantor to the Low Design Impact Stormwater System shall comply with the requirements of the Low Impact Design Stormwater System Maintenance Manual.

APPLIES to all Residential Lots.

11.2. Care and Maintenance

- (a) The Grantor shall at all times comply with the terms of the Low Impact Design Stormwater System Maintenance Manual.
- (b) The Grantor shall not install or use any roofing, spouting, flashings or any such surface or material which has the potential to result in the contamination of the Low Impact Design Stormwater System. In particular, untreated zinc and/or copper must not be used.

APPLIES to all Residential Lots.

11.3. Boundary Fence

- (a) Notwithstanding any provisions within the Fencing Act 1978 (or any subsequent replacement legislation) the Grantor shall obtain the written consent of the Society to erect any:
- (i) Continuous boundary fence that does not comply with the Kirimoko Design Code; and/or

- (ii) Any boundary fence or screen that exceeds 1.2 metres above Ground Level.

APPLIES to all Residential lots.

12. Landforms

- 12.1. The Grantor shall, before commencing any earthworks on the servient tenement obtain the consent to such earthworks from the Society. The Society shall, in considering any application for earthworks consent, take into account, without limitation, the following:
- (a) The desirability of restricting the alteration of the terrain of the servient tenement to ensure natural flow of surface water and to protect the low impact stormwater system;
 - (b) The need for specific requirements regarding sediment control during construction on the servient tenement to protect lower lying properties and the function of the stormwater system; and
 - (c) Reinstatement after construction on the servient tenement.
- 12.2. Following construction of any Buildings on the servient tenement no earthworks shall occur that may affect water catchment functioning.

APPLIES to all Residential Lots.

13. Solar equipment

- 13.1. The Grantor shall include in any dwelling to be erected on the servient tenement a specified location for solar hot water panels and all hot water cylinders shall be solar ready and include ducting so that a connection to the identified location for solar hot water panels can easily be made.
- 13.2. Where instantaneous gas hot water or heat pump hot water is used, provision shall be made for the future installation of a solar hot water cylinder in the form of ducting in the roof space and space within which a solar hot water cylinder could be accommodated.

APPLIES to all Residential Lots.

14. Overhead Wires

- 14.1. The Grantor shall not install any overhead wire or cable on the servient tenement.

APPLIES to all Residential Lots.

15. Residential use only

- 15.1. The Grantor shall use the servient tenement only for the purposes of a single residential dwelling.

APPLIES to all Residential Lots.

16. The Society

- 16.1. A society has been incorporated under the Incorporated Societies Act 1908 known as the Kirimoko Park Residents' Association Incorporated. The Grantor agrees to the following:
- (a) *Membership of Society*
On becoming the registered proprietor of a Residential Lot within Kirimoko Park the Grantor shall:
 - (i) Automatically become a Member of the Society;
 - (ii) Remain a Member of the Society for so long as the Grantor continues to be the registered proprietor of a Residential Lot; and

- (iii) Fulfill and to continue to fulfill the obligations of a Member as set out in the Society's Rules
 - (b) **Levies**
Without limiting the Grantor's obligations hereunder to pay to the Society all levies and any other moneys, which shall be fixed, established and demanded from time to time by the Society in accordance with the Society's Rules
 - (c) **Late Charges**
To pay any late charges demanded by the Society (including, without limitation, default interest and late payment penalties at such a rate as the Society may designate from time to time) in respect of any money owed by the Grantor to the Society, which is in arrears.
 - (d) **Costs**
To pay the Society's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Society's rights, remedies and powers under this Instrument and/or the Society's Rules
 - (e) **Indemnity**
To indemnify the Society against all claims and proceedings arising out of a breach by the Grantor of any of its obligations set out in the Society's Rules, the Kirimoko Design Code and/or this Instrument.
- 16.2. **Design Review Board**
The Society will appoint no less than 2 people to form the Design Review Board which shall be for the purpose of reviewing plans and ensuring compliance with the Development Controls and Kirimoko Design Code (refer to clause 10.7 of the Society's Rules). The Design Review Board may also authorise minor departures from the Development Controls in accordance with the procedure outlined below.
- (a) The Design Review Board may consider and provide approval to a Grantor for minor departures from the Development Controls contained within this instrument, subject to the following:
 - (i) Obtaining independent advice from a Suitably Qualified Professional that any proposed departure is minor in nature, has minor effects and does not compromise the objectives for Kirimoko Park as set out in the Kirimoko Design Code; and
 - (ii) Written approval of the minor departure is obtained from the Registered Proprietors of all Adjoining Lots.
17. **Building covenants**
- 17.1. Without limiting the Grantor's obligations hereunder the Grantor shall:
- (a) **Development Controls**
Comply in all respects with the Development Controls and provisions of the Kirimoko Design Code. Except where a minor departure is authorised in accordance with the process outlined in clause 16.2 above.
 - (b) **Building Approval**
 - (i) Not commence construction of any Building on the servient tenement nor apply to the Council for consent thereto without first obtaining the consent of the Society to the plans and specifications and exterior design and appearance of the Grantor's proposed Building.
 - (ii) Not make any changes to the plans and specifications of the exterior design or appearance of any Building on the servient tenement once approval has been obtained from the Society.
 - (iii) The Society shall not unreasonably withhold approval where a Building design submitted by the Grantor complies with the Kirimoko Design Code.

- (c) *Future Alterations*
Not to make additions or alterations to any Building on the servient tenement without the prior written consent of the Society.
- (d) *Compliance with the Building Act 2004*
Not to occupy any Building on the Grantor's Residential Lot without a current code compliance certificate issued under the Building Act 2004 (or any subsequent replacement legislation).

APPLIES to all Residential Lots.

18. Building Platform Survey

- 18.1. The Society shall prior to the pouring of the slab for any Building on the servient tenement engage, at the Grantee's expense, a surveyor to confirm that the boxed slab has been appropriately located so that the Building will be positioned within the Building Platform (subject to the exceptions in clause 2.1 above). Until the Society has advised the Grantor (in writing) that the boxed slab is appropriately positioned the Grantor shall not continue with construction of the Building.

APPLIES to all Residential Lots.

19. Transfer of Residential Lots

- 19.1. This Instrument binds the Grantor's heirs, executors, administrators, successors and assigns for the benefit of the Grantee and the Grantee's heirs, executors, administrators, successors and assigns.
- 19.2. The Grantor shall first obtain the Society's prior written consent to any transfer of the Grantor's ("Vendor's") interest in a Residential Lot ("the Transfer"). Notwithstanding anything else in this Instrument, the Society must consent to a Transfer if;
- (a) the Vendor has performed its obligations under this clause and as a Member as set out in the Society's Rules; and
 - (b) the purchaser of the relevant Residential Lot has met any requirements set out in the Society's Rules.
- 19.3. Any Transfer will be on the following terms:
- (a) The Vendor shall remain liable for sums owed to the Society by that Vendor.
 - (b) Without limitation, the Vendor shall continue to be liable as a primary and principal debtor for all indebtedness of the said purchaser to the Society until such time as:
 - (i) the Transfer to the said purchaser is registered at Land Information New Zealand;
 - (ii) the Vendor has performed its obligations under this clause and as a Member as set out in the Society's Rules; and
 - (iii) the said purchaser has met any requirements set out in the Society's Rules,
 - (c) The said purchaser shall be liable jointly and severally with the Vendor for all indebtedness of the Vendor to the Society in respect of that Residential Lot purchased and a statement of indebtedness issued by the Society shall (in the absence of manifest error) be conclusive as to the sum of such indebtedness.
- 20. General Covenants**
- 20.1. The Grantor and the Grantee agree that:
- (a) The Grantor's obligations and covenants under this Instrument are for the benefit of the Grantee and also for the benefit of the Society (in accordance with the Contracts Privity Act 1982).

- (b) The administration and enforcement of the provisions contained in this instrument shall primarily be the responsibility of the Society (and where relevant the Design Review Board) and shall be delegated to the Society by the Grantee giving a power of attorney in favour of the Society. No Grantee shall exercise any of the Grantee's rights and remedies hereunder unless:
 - (i) The Society has failed to do so within 3 months of the date of any notice given to the Society requiring it to take enforcement action; and
 - (c) Without limiting the appointment made in clause 20.1(b) that appointment may specifically extend to the Society issuing proceedings in the name of the Grantee, provided that in doing so the Society indemnifies the Grantee against all costs arising from or incidental to those proceedings.
- 20.2. This instrument provides for a number of circumstances or situations in which a Grantor is required to seek and a Grantee required to give consent to particular actions. For the purposes of this instrument such consent shall not be unreasonably withheld or declined. If consent is withheld or declined the reasons for doing so must be given in writing (refer clause 20.4 below)
- 20.3. Where consent is required by a Grantor in accordance with the provisions of this instrument the following process shall be followed in seeking consent:
- (a) The Grantor will set out, in writing, the matter for which consent is sought, including reference to the clause of this instrument which requires consent to be sought.
 - (b) Where necessary the Grantor will include Building plans or drawings that clearly demonstrate the matter for which the consent is sought.
 - (c) The notice requesting the consent will be sent to the address provided by the relevant Grantee for the Register of Members in accordance with clause 4.6 of the Society's Rules or the current address to which the local authority sends rates demands for that Grantee.
- 20.4. Where a Grantor seeks consent from a Grantee in accordance with clause 20.3 above, the Grantee will respond to the Grantor, in writing, within 14 days of the request being made.
- (a) If no response is received from the Grantee within 14 days the Grantor will send one reminder (in accordance with 20.3(c) above). Where no response is received from the Grantee within 7 days of the Grantor sending the reminder, the Grantee is deemed to have provided their consent.
- 20.5. A Covenant in this Instrument requiring a party not to do a certain act shall include a covenant not to permit another person to do such an act.
- 20.6. A Covenant in this Instrument making a party responsible for that party's omission, neglect or default extends to the omission, neglect or default of any person for whom that party is responsible.
- 20.7. Words importing the singular number only include the plural and vice versa.
- 20.8. The obligations upon the Grantor to comply with the Kirimoko Design Code is a continuing obligation and the Grantor shall ensure that it complies with the Code at all times.
21. **Disputes**
- 21.1. If either party believes that a dispute between them has arisen regarding the covenants, rights or obligations under this instrument or compliance with such rights or obligations, such party

may give written notice to the other party of the existence of such dispute and the particulars of it and the following procedures shall apply:

- (a) The parties shall then meet in good faith and seek to resolve the dispute and if it is not resolved within fourteen (14) days of the notice to the other party of the existence of the dispute, the parties shall seek to agree on a process for resolving the dispute through means other than litigation or arbitration, such as conciliation, or independent expert evaluation or determination, or mediation.
- (b) If the parties cannot reach agreement on:
 - (i) the dispute resolution process and procedures to be adopted for resolving the dispute;
 - (ii) the timetable for all steps in that process; and
 - (iii) the selection and compensation of the independent person required for such technique;

They shall refer the dispute to mediation and for that purpose they shall use the assistance of a dispute resolution person or organization (mutually agreed to) and failing agreement nominated by the president of the New Zealand Law Society.

- (c) The parties shall not use any information or documents obtained through this alternative dispute resolution process for any purpose other than in an attempt to settle the dispute by the processes detailed in this clause.
- (d) No party to the dispute may refer a dispute to arbitration or commence proceedings in any Court unless the dispute has been referred to a dispute resolution person or organisation in accordance with this clause and the dispute has not been resolved.

21.2. If following the procedures to resolve any dispute between the parties contained in herein the dispute has not been resolved, the dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 or any enactment in substitution of that Act.

- (a) If the dispute is referred to arbitration under this clause then:
 - (i) The arbitrator shall determine the matter in dispute in a manner, which is fair and reasonable to all parties to the arbitration and gives due weight and consideration to the underlying principles behind Kirimoko Park.
- (b) The cost of the arbitration and the award shall be fixed by the arbitrator who may direct that any party is to pay all or part of the costs and may make an order for costs in favour of any party.

22. Notice

22.1 Any notice required to be served on any party or any consent required to be given by the Society shall be in writing and, (if required) shall be served in accordance with the society's rules or otherwise in accordance with the provisions of the Property Law Act 2007.

**ANNEXURE SCHEDULE
CONSENT FORM¹**

Land Transfer Act 1952 section 238(2)

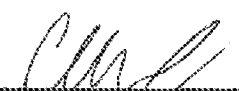

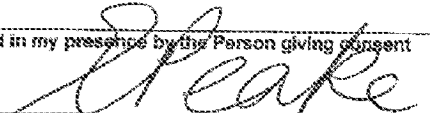
<p>Person giving consent <i>Surname must be underlined</i></p> <p>HEARTLAND BANK LIMITED</p>	<p>Capacity and Interest of Person giving consent <i>(eg. Mortgagee under Mortgage no.)</i></p> <p>Mortgagee under Mortgage Nos. 5871423.2, 7871182.3 and 7950791.3</p>
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Consent
*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 depositing of Digital Title Plan LT 481348, including all easements, surrenders, extinguishments, covenants and consent notices specified or required in connection herewith, and to the vesting of Lot 302 as Road with the Queenstown Lakes District Council, but without prejudice to the rights of the mortgagee under mortgages 5871423.2, 7871182.3 and 7950791.3.

Dated this 2nd day of December 2014

Attestation	
 Craig Winston McGregor Authorised Signatory  Kelly Anne Hutton Authorised Signatory	<p>Signed in my presence by the Person giving consent</p>  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name Occupation Address
Signature [Common seal] of Person giving consent	

¹ 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.

HEARTLAND
BANK

Certificate of Heartland Bank Limited

With effect from 31 January 2013, Heartland Building Society has been converted into a company pursuant to Part 7A of the Building Societies Act 1965. The name of that company is Heartland Bank Limited. By virtue of the conversion of Heartland Building Society into a company, the property, rights and liabilities of Heartland Building Society, including all rights in respect of the security in favour of Heartland Building Society, shall vest in Heartland Bank Limited.

Attached to this certificate is a certified copy of the Certificate of Incorporation of Heartland Bank Limited issued by the Registrar of Companies.

Signed by:



Craig Winston McGregor



Kelly Anne Hutton

By authority of the Board of Directors of Heartland Bank Limited



COMPANIES OFFICE

Certificate of Incorporation

HEARTLAND BANK LIMITED

4255999

This is to certify that HEARTLAND BANK LIMITED was incorporated under the Companies Act 1993 on the 31st day of January 2013.

CERTIFIED to be a true and correct copy of the original document.
DATED at Christchurch
this 31st day
of January 2013
A Solicitor of the High Court of
New Zealand

Dean Andrew Seymour
Solicitor
Christchurch

Neville Harris



Registrar of Companies
31st day of January 2013

For further details relating to this company check
<http://www.business.govt.nz/companies/app/ui/pages/companies/4255999>
Certificate generated 31 January 2013 09:03 AM NZDT