



Instrument No. 10263279.15
 Status Registered
 Date & Time Lodged 07 Dec 2015 08:33
 Lodged By Roy, Hannah Louise
 Instrument Type Easement Instrument



Affected Computer Registers Land District

714460	Otago
714461	Otago
714462	Otago
714463	Otago
714464	Otago
714465	Otago
714466	Otago
714467	Otago
714468	Otago
714469	Otago

Annexure Schedule: Contains 21 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 04/12/2015 04:46 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 04/12/2015 04:47 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 and Matagouri Spirit Limited (as to Lots 1 and 2 DP491833)

Grantee

Crescent Investments Limited and Matagouri Spirit Limited (as to Lots 1 and 2 DP491833)

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 1 DP 491833 CT 714460	Lot 1 DP 491833 CT 714460
		Lot 2 DP 491833 CT 714461	Lot 2 DP 491833 CT 714461
		Lot 3 DP 491833 CT 714467	Lot 3 DP 491833 CT 714467
		Lot 61 DP 491833 CT 714462	Lot 61 DP 491833 CT 714462
		Lot 62 DP 491833 CT 714467	Lot 62 DP 491833 CT 714467
		Lot 63 DP 491833 CT 714467	Lot 63 DP 491833 CT 714467

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 64 DP 491833 CT 714467	Lot 64 DP 491833 CT 714467
		Lot 65 DP 491833 CT 714467	Lot 65 DP 491833 CT 714467
		Lot 66 DP 491833 CT 714467	Lot 66 DP 491833 CT 714467
		Lot 67 DP 491833 CT 714467	Lot 67 DP 491833 CT 714467
		Lot 68 DP 491833 CT 714467	Lot 68 DP 491833 CT 714467
		Lot 96 DP 491833 CT 714467	Lot 96 DP 491833 CT 714467
		Lot 97 DP 491833 CT 714467	Lot 97 DP 491833 CT 714467
		Lot 98 DP 491833 CT 714467	Lot 98 DP 491833 CT 714467
		Lot 99 DP 491833 CT 714467	Lot 99 DP 491833 CT 714467
		Lot 100 DP 491833 CT 714467	Lot 100 DP 491833 CT 714467
		Lot 101 DP 491833 CT 714467	Lot 101 DP 491833 CT 714467
		Lot 102 DP 491833 CT 714467	Lot 102 DP 491833 CT 714467
		Lot 103 DP 491833 CT 714467	Lot 103 DP 491833 CT 714467
		Lot 104 DP 491833 CT 714467	Lot 104 DP 491833 CT 714467
Lot 105 DP 491833 CT 714467	Lot 105 DP 491833 CT 714467		
Lot 106 DP 491833 CT 714467	Lot 106 DP 491833 CT 714467		
Lot 107 DP 491833 CT 714467	Lot 107 DP 491833 CT 714467		

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 108 DP 491833 CT 714467	Lot 108 DP 491833 CT 714467
		Lot 111 DP 491833 CT 714467	Lot 111 DP 491833 CT 714467
		Lot 112 DP 491833 CT 714463	Lot 112 DP 491833 CT 714463
		Lot 113 DP 491833 CT 714464	Lot 113 DP 491833 CT 714464
		Lot 116 DP 491833 CT 714467	Lot 116 DP 491833 CT 714467
		Lot 117 DP 491833 CT 714467	Lot 117 DP 491833 CT 714467
		Lot 118 DP 491833 CT 714465	Lot 118 DP 491833 CT 714465
		Lot 119 DP 491833 CT 714467	Lot 119 DP 491833 CT 714467
		Lot 120 DP 491833 CT 714467	Lot 120 DP 491833 CT 714467
		Lot 121 DP 491833 CT 714467	Lot 121 DP 491833 CT 714467
		Lot 122 DP 491833 CT 714466	Lot 122 DP 491833 CT 714466
		Lot 123 DP 491833 CT 714467	Lot 123 DP 491833 CT 714467
		Lot 124 DP 491833 CT 714467	Lot 124 DP 491833 CT 714467
		Lot 125 DP 491833 CT 714467	Lot 125 DP 491833 CT 714467
		Lot 126 DP 491833 CT 714467	Lot 126 DP 491833 CT 714467
Lot 127 DP 491833 CT 714467	Lot 127 DP 491833 CT 714467		
Lot 128 DP 491833 CT 714468	Lot 128 DP 491833 CT 714468		
Lot 129 DP 491833 CT 714469	Lot 129 DP 491833 CT 714469		

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] [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

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 3, 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).

Lots 1, 2 and 3 originally comprised part of Kirimoko Park Stage 1. These Lots are the subject of a boundary adjustment subdivision as part of Kirimoko Park Stage 3 as a result they are subject to the terms of this Covenant and covenants contained in instrument 9720517.2

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) aerals 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 1.5metres.
- "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 Kirimoko Park Stage 1, Stage 2 and Stage 3
- "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.
- "Kirimoko Park Stage 3" means the land formerly contained in Lot 1-3 DP 443395 and Lot 500 481348 and subdivided in accordance with the plan deposited under LT 491833.
- "Land" means that land 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 LT491833 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. 491833 being lots numbered 1-3, 61-68, 96-108, 111-113, 116-129 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
- "Two Dwelling Capable Lot" means Lots within Kirimoko Stage 3 upon which two residential dwellings may be constructed in accordance with RM140657 being Lots 112, 113, 117, 118, 119, 122, 126, 127, 128 and 129.
-

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 Structures erected in accordance with clause 3 of this Instrument.

APPLIES to all Residential Lots. For Lots 1, 2 and 3 see also instrument number 9720517.2

- 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 Column 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)
1		(A) 190	190	160
2	(B)96	(C) 130	226	170
3	(E)(F)143	(F)785	928	928
61	(H) 161	(ZA) 133	294	280
62	(J) 190	(I) 164	354	300
63	(L) 241	(K) 148	389	300
64	(M) 198	(N) 126	324	300
65	(O) 56 (Q) 168	(P) 125	349	305
66	(R) 337		337	290
67	(S) 307		307	270
68	(T) 344		344	290
96	(U) 315		315	270
97	(V) 278		278	278
98	(W) 295		295	260
99	(X) 290		290	270
100	(Y) 324		324	280
101	(Z) 285		285	270
102	(AA) 314		314	270
103	(AB) 292		292	260
104	(AC) 256		256	240
105	(AD) 162	(ZE) 129	291	290
106	(ZF) 95	(AE) 216	311	260
107	(AF) 231		231	231
108	(AG) 233		233	240
111	(AJ) 109 (AH) 20	(AI) 122	251	230
116	(AU) 107	(AT)	228	230
120	(BH) 100	(BG) 131	231	230
121	(BI) 94 (BK) 50	(BJ) 178	322	300
123	(BP) 333		333	270
124	(BQ) 291		291	290
125	(BR) 347		347	310

For Lots 1, 2 and 3 see also instrument number 9720517.2.

2A Two Dwelling Capable Lots

The following clauses 2A shall apply to the following Servient Tenements only. Referred to hereafter as Two Dwelling Capable Lots.

Lot number
112, 113, 117, 118, 119, 122, 126, 127, 128, 129

2A.1 The Grantor may construct two dwellings within the building platform on the Two Dwelling Capable Lots..

- 2A.2 In the event that the Grantor constructs a single dwelling on the Two Dwelling Capable Lots it shall be positioned such that it does not preclude the development of a second dwelling within the building platform.
- 2A.3 In the event that the Grantor constructs two dwellings on the Two Dwelling Capable Lots, the buildings shall comply 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 Column 2A below, the total footprint of any Building(s) on the Two Dwelling Capable Lots shall not exceed the Maximum Buildable Area specified below in Column 3.
- 2A.4 In the event that the Grantor constructs a single dwelling on the Two Dwelling Capable Lots the dwelling shall not exceed the maximum buildable area specified below in Column 4.

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 if 2 residential dwellings are constructed (m ²)	Column 4 Maximum Buildable Area if 1 residential dwelling is constructed (m ²)
112	(AL) 168 (AN) 74	(AK) 133 (AM) 122	497	420	280
113	(AO) 88 (AQ) 50 (AS) 60	(AP) 129 (AR) 150	477	420	280
117	(AV) 107 (AX) 91 (AZ) 80	(AW) 132 (AY) 120	530	500	300
118	(BA) 160	(BB) 272	432	435	300
119	(BC) 68 (BE) 82	(BD) 141 (BF) 136	427	430	300
122	(BL) 100 (BN) 148	(BM) 119 (BO) 128	495	450	300
126	(BS) 42 (BT) 109 (BU) 41 (BV) 58	(BX)	484	490	300
127	(BY) 177 (CB) 60	(BZ) 128 (CA) 128	493	460	280
128	(CC) 37 (CE) 47 (CF) 83 (CG) 63	(CD) 125 (CH) 123	478	460	280
129	(CI) 38 (CK) 87 (CL) 86 (CM) 44 (CO) 53	(CJ) 121 (CN) 129	558	460	280

- 2A.5 The Two Dwelling Capable Lots may be subdivided into no more than 2 individual allotments provided that the subdivision does not take place prior to the construction of at least one dwelling.
- 2A.6 In the event that the Grantor subdivides the Two Dwelling Capable Lots in accordance with clause 2A.5 above there shall be no further subdivision of either of the new lots created. For the avoidance of doubt both lots created by the subdivision will continue to be bound by these covenants.
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:
- (a) The subdivision is for a minor boundary adjustment; and

- (b) The subdivision does not create any additional, separately saleable residential lots;
and
(c) Written approval to the subdivision is obtained from the Society.

APPLIES to all Residential Lots, excluding Lots 3, 112, 113, 117, 118, 119, 122, 126, 127, 128 and 129.

5. Road Setbacks

- 5.1. None of the Lots in Stage 3 Kirimoko Park are subject to this provision except Lots 1,2 and 3. For Lots 1, 2 and 3 refer to instrument number 9720517.2.

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 491833 for the purposes of establishing the Height of Buildings as set out in clauses 6.1, 6.4 and 6.5 below:

Lot	Reference Height Peg Name (DP 491833)	BP Centre (masl) as shown on DP 491833
61	PEG 110	329.7
62	PEG 111	327.5
63	PEG 117	325.8
64	PEG 112	323.6
65	PEG 113	322.3
66	PEG 114	320.4
67	PEG 115	318.3
68	PEG 116	317.3
96	PEG 163	315.6
97	PEG 138	316.1
98	PEG 162	316.8
99	PEG 148	318.0
100	PEG 147	315.9
101	PEG 160	314.3
102	PEG 161	312.8
103	PEG 135	312.0
104	PEG 143	312.5
105	PEG 80	314.3
106	PEG 132	314.3
107	PEG 142	312.9
108	PEG 126	313.0
111	PEG 127	310.8
112	PEG 124	310.9
113	PEG 125	309.4
116	PEG 128	310.1
117	PEG 46	305.5
118	PEG 121	305.3

119	PEG 119	305.6
120	PEG 136	305.9
121	PEG 118	306.9
122	PEG 122	306.3
123	PEG 123	310.1
124	PEG 151	311.4
125	PEG 120	311.1
126	PEG 133	307.7
127	PEG 139	306.7
128	PEG 145	307.3
129	PEG 144	307.3

- 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, whichever is the lower.

APPLIES to all Residential Lots except for Lots 1,2 and 3. For Lots 1, 2 and 3 refer to instrument number 9720517.2. Notwithstanding clause 6.1, the Residential 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 3 are subject to this provision.
- 6.2A None of the Lots in Kirimoko Park Stage 3 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
61, 62, 63, 64, 65, 66, 67, 68, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 111, 112, 113, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129

- 6.4. The Grantor shall not erect any single storey Building on the Servient Tenement, which exceeds 4.5 metres in Height 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 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. For Lots 1,2 and 3 refer also to instrument number 9720517.2.

- 6.4A. None of the Lots in Kirimoko Park Stage 3 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
1, 2, 3, 61, 62, 63, 64, 65, 105, 106, 111, 112, 113, 116, 117, 118, 119, 120, 121, 122, 126, 127, 128, 129

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. For Lots 1,2 and 3 also refer to instrument number 9720517.2.

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 3 and depicted on the lot specific layout plan for the relevant Residential Lot within the Kirimoko Design Code.

APPLIES to all Residential Lots excluding Two Dwelling Capable Lots. Lots 1,2 and 3 refer also to instrument number 9720517.2.

7.1B. Where more than one vehicular access point is to be constructed to provide access to more than one dwelling on a Two Dwelling Capable Lot the access points shall be constructed at the location depicted on the Lot specific layout plan for the relevant Two Dwelling Capable Lot within the Kirimoko Design Code.

7.1. None of the Lots in Kirimoko Park Stage 3 are subject to this provision

7.2. None of the Lots in Kirimoko Park Stage 3 are subject to this provision

7.3. None of the Lots in Kirimoko Park Stage 3 are subject to this provision

7.4. None of the Lots in Kirimoko Park Stage 3 are subject to this provision

For Lots 1,2 and 3 refer to instrument number 9720517.2.

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 or 7.1B 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 or 7.1B 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.

For Lots 1,2 and 3 also refer to instrument number 9720517.2.

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 excluding Lot 3 and the Two Dwelling Capable Lots.

15.2. The Grantor of a Two Dwelling Capable Lot may use the Servient Tenement for the purposes of two residential dwellings. For avoidance of doubt in the event that a Two Dwelling Capable Lot is further subdivided in accordance with clause 2A.5 above each new Lot shall only be used for the purpose of a single residential dwelling.

APPLIES to all Two Dwelling Capable 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)

Person giving consent <i>Surname must be <u>underlined</u></i>	Capacity and Interest of Person giving consent <i>(eg. Mortgagee under Mortgage no.)</i>
HEARTLAND BANK LIMITED	Mortgagee under Mortgage Nos. 5871423.2, 7871182.3 and 7950791.3

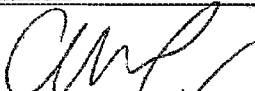


Consent
*Delete words in [] if inconsistent with the consent
 State full details of the matter for which consent is required*

[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 491833, including all easements, surrenders, extinguishments, covenants, consent notices and cancellations of existing consent notice specified or required in connection herewith, and to the vesting of Lot 300 and 301 as Road with the Queenstown Lakes District Council, but without prejudice to the rights of the mortgagee under mortgages 5871423.2, 7871182.3 and 7850791.3.

Dated this 15th day of October 2015


<p>Attestation</p> <div style="text-align: center;">  Craig Winston McGregor Authorised Signatory </div> <div style="text-align: center; margin-top: 20px;">  Janna Sian Peat Authorised Signatory </div>	<p>Signed in my presence by the Person giving consent</p> <div style="text-align: center;">  <i>Signature of Witness</i> </div> <p><i>Witness to complete in BLOCK letters (unless legibly printed):</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
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



Craig Winston McGregor
Authorised Signatory



Janna Sian Peat
Authorised Signatory

Certificate of Heartland Bank Limited

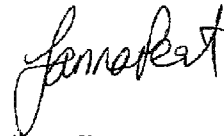
With effect from 31 January 2013, Heartland Building Society has been converted into a company pursuant to Part 7A of the Building Societies Act 1965. The name of that company is Heartland Bank Limited. By virtue of the conversion of Heartland Building Society into a company, the property, rights and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

We have previously provided you with a certified copy of the Certificate of Incorporation of Heartland Bank Limited issued by the Registrar of Companies.

Signed by:



Craig Winston McGregor



Janna Sian Peat

By authority of the Board of Directors of Heartland Bank Limited