

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

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

Land registration district

OTAGO



EI 5907860.3 Easement In

Cpy - 01/01, Pgs - 012, 01/03/04, 14:04



DocID: 610094863

Grantor

Surname(s) *mus*:

Terence MCCASHIN and Beverley MCCASHIN as to a 2/3 share and Grant William STALKER as to a 1/3 share

Grantee

Surname(s) must be underlined or in CAPITALS.

Terence MCCASHIN and Beverley MCCASHIN as to a 2/3 share and Grant William STALKER as to a 1/3 share

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

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

Dated this 20th day of January 2004

Attestation

<p>Signature [common seal] of Grantor and Grantee Terence McCashin</p>	<p>Signed in my presence by the Grantor</p> <p></p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation Kerry Amanda O'Donnell Solicitor</p> <p>Address Queenstown</p>
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<p>Signature [common seal] of Grantee and Grantee Beverley McCashin</p>	<p>Signed in my presence by the Grantee</p> <p></p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation Kerry Amanda O'Donnell Solicitor</p> <p>Address Queenstown</p>
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Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

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

Annexure Schedule 1



Easement instrument

Dated

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land covenant		Certificates of Title 103216 to 103223	Certificates of Title 103216 to 103223

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

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

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule 2].~~ **Annexure Schedule 2**

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

[Handwritten signatures: J. de Lorch, S.P. G. G. G. G. G., J. J., K. G. G.]

Annexure Schedule 2



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

Easement instrument to grant

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(Continue in additional Annexure Schedule, if required.)

1. DEFINITIONS

1.1 Defined Terms. In this deed:

- "Building" means any structure other than
 - a. a fence or wall less than 1 metre in height above Ground Level; or
 - b. any other structure less than 5 square metres in area and less than 1 metre in height above Ground Level.
- "Council Reserve" means any land vested in the Queenstown Lakes District Council as a reserve for any purpose.
- "Developer" means the Terence McCashin, Beverley McCashin as to a two thirds share and Grant William Stalker as to a one third share (known as the Ladies Mile Partnership) or their successors in title or assigns.
- "Dwelling" means a building or group of buildings designed and occupied as a single self-contained household unit and includes normal accessory structures such as a garage, garden shed, glasshouse etc and includes a Residential Flat..
- "Ground Level" means the finished ground level of a Lot as at the date of deposit of the plan of subdivision creating that Lot.
- "Ladies Mile Development" means the subdivision and development of the Land.
- "Land" means the land described as ~~Section 93/Section 96-99, Part Section 68-69 and Part Section 94-95 Block III Shotover Survey District contained in Certificate of title 15B/739, 8A/1030-8A/1032 and 15A/288. 103223.~~ *Lots 1-4, Lots 7-9 & Lot 101, DP325361 and Certificates of title 103216 - 103223 (inclusive).*
- "Legal Road" means all parts of any road vested in the Queenstown Lakes District Council as legal road and includes footpaths, roadways, kerbing, channelling and any grassed or landscaped areas situated on any Legal Road.
- "Lot" means a lot carrying the right to erect a Dwelling created by any subdivision of any part of the Land.
- "Lot Owner" means the registered proprietor(s) of a Lot and any tenant, lessee, licensee, visitor or invitee of a Lot Owner.
- "Rating Address" means, in respect of a Lot, the current address recorded by the Queenstown Lakes District Council as the address for that Lot for rating purposes.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

[Handwritten signatures and initials]

Annexure Schedule 2



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

Easement Instrument

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(Continue in additional Annexure Schedule, if required.)

"Residential Flat" means a single separate flat on the same Lot as a Dwelling, whether it is part of a Dwelling or a separate building erected adjacent to a Dwelling, contained no more than one kitchen and /or one laundry.

"Ridge" means the elevated strip of land on the southern boundaries of Lots 2 and 3 DP 325561 (which elevation drops sharply to the south boundary) that runs approximately parallel to the private road that services Lots 1, 9, 8 and 7 DP 325561, *and includes the area 10 metres on either side of that strip of land.*

"Vehicle Crossing" means the part of a driveway or vehicle accessway situated on Legal Road between the road carriageway and the boundary of a Lot which is formed to enable vehicle access from the road carriageway to the Lot.

1. A covenant to do something is also a covenant to permit or cause that thing to be done, and a covenant not to do something is also a covenant not to permit or cause that thing to be done.

2. SCOPE

2.1 The following covenants shall apply to all Lot Owners and all Lots, except as expressly provided otherwise.

3. Building Controls

3.1 A Lot Owner must not:

- a. Erect, construct or place any pre-used or second-hand Building on a Lot.
- b. Erect, construct or place any relocatable Building on a Lot or have transported onto a Lot any relocatable Building in substantially built up form unless that relocatable Building is new and will be used as a Dwelling.
- c. Paint or have the roof of any Building any colour other than a colour within the range of browns, greens, greys and blue greys.
- d. Include in any Building as cladding or exterior finishing any of the following:
 - Fibre cement weatherboards
 - Uncoated fibre materials other than factory pre-finished roofing materials
 - Plywood or ply products
 - Untreated framing timbers
 - Iron and steel whether galvanised or not unless painted or coloursteel
 - Unpainted concrete blocks

3.2 Any Lot Owner who commences the erection or construction of any Building on a Lot must ensure that Building is completed within one year from the date of commencement of erection or construction. Completion is deemed to include affixing all exterior cladding and completing all exterior painting. This clause does not prevent a Lot Owner from constructing a Dwelling in separate stages over a longer period of time provided that each stage is completed within a one year period.

3.3 This clause 3.3 shall apply only to Lots 2 and 3 DP 325561. No Building or any part of any Building on the Lot shall exceed a maximum height of 5.5 metres above Ground Level.

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BMG *Mia* *[Signature]* *[Signature]*

Annexure Schedule 2



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

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(Continue in additional Annexure Schedule, if required.)

4. VEGETATION CONTROLS

4.1 A Lot Owner must not allow any tree or other plants hedges and vegetation on the boundary between the Lot Owner's Lot and any other Lot to grow to a height greater than 4 metres above Ground Level **EXCEPT** with the written consent of the Lot Owner who owns the adjoining Lot. For the purposes of this clause the boundary of a Lot is deemed to include the area within 5 metres of any boundary of the Lot.

4.2 A Lot Owner shall not allow any tree or other plants hedges and vegetation on any part of the Ridge which runs through that Lot Owners Lot to grow to a height greater than 3 metres above Ground Level **EXCEPT** with the written consent of the Lot Owners who own any adjoining Lot which would be adversely affected (in terms of view or shading). This clause 4.2 shall not apply to trees hedges plants or vegetation that are situated on the Ridge as at the time of registration of this covenant.

4.3 The Lot Owner of Lot 4 DP 325561 ("Lot 4") shall maintain and upkeep:
a. the two ponds located at the northern end of Lot 4,
b. the landscaped roadside area at the northern end of Lot 4 on State Highway 6, by allowing only pasture and feature trees to be grown on that area, and keeping that pasture mown and those trees trimmed,
for the benefit of all the other Lot Owners.

The obligations in this clause 4.3 shall commence on and from 13 August 2006. The Developer shall maintain and upkeep in accordance with 4.3a. and b. prior to that date.

5. EXTERNAL AREA CONTROLS

5.1 A Lot Owner must not:
a. Use a Lot for storing or accumulating any rubbish or materials other than building materials when constructing a new Building (and for that purpose a Lot Owner shall ensure any excess material including excess building materials and/or rubbish is stored in a sightly manner and is removed from the Lot without delay and in any event at least every two weeks).
b. Allow any broom, gorse, or other noxious weeds to grow or remain on any Lot.

5.2 Without derogation from any other remedies which may be available in respect of any breach of these covenants, if any Lot Owner is in breach of clause 5.1 then:
a. Any other Lot Owner may give notice in writing addressed to the Rating Address of the Lot on which the breach is occurring requiring the breach to be remedied;
b. If the breach is not remedied within 21 days after the notice is posted, the Lot Owner who has posted the notice is entitled to go onto that Lot (personally or using an agent) and remedy the breach;
c. The cost of remedying the breach constitutes a debt payable by the Lot Owner of the Lot on which the breach occurred to the Lot Owner who has incurred the cost of remedying the breach and is recoverable at law.

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SPK *the* *[Signature]* *KAW*



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

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(Continue in additional Annexure Schedule, if required.)

6. ADJACENT LAND CONTROLS

6.1 When any Dwelling is constructed on a Lot the Lot Owner must, at its cost, construct a Vehicle Crossing for that Lot. The following requirements apply to each Vehicle Crossing:

6.2

- a. The Vehicle Crossing must be constructed and maintained as a sealed Vehicle Crossing and to Queenstown Lakes District Council standards
- b. The top coat seal covering must be the same material and colour as the adjoining footpath.
- c. Any pothole or other damage to the Vehicle Crossing must be repaired immediately after it occurs.

6.3 A Lot Owner must not:

- a. Cause any damage to any part of the Legal Road adjoining or adjacent to that Lot Owner's Lot during or as a consequence of construction of any improvements on the Lot or otherwise.
- b. Interfere with or cause any damage to any trees or landscaping located on any part of any Legal Road or Council Reserve adjoining or adjacent to the Lot Owner's Lot, including by removing, cutting down or trimming any tree or plant.

6.4 For the purposes of clauses 6.1 and 6.2:

- a. Any damage caused by any employee, contractor or other person carrying out any works or activities on a Lot or by a vehicle driven by any person carrying out such works is deemed to be caused by the Lot Owner of the Lot on which the works or activities are being carried out;
- b. Without derogation from any other remedies which may be available in respect of any breach of these covenants, any other Lot Owner may give notice in writing addressed to the Rating Address of the Lot Owner responsible for the damage requiring the damage to be remedied;
- c. If the breach is not remedied within 21 days after that notice is posted, the Lot Owner who has posted the notice shall be entitled (personally or using an agent) to remedy the damage;
- d. The cost of remedying the damage constitutes a debt payable by the Lot Owner responsible for the damage to the Lot Owner who has incurred the cost of remedying the damage and is recoverable at law.

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BAK *Philip* *GD* *KW*

Annexure Schedule



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

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(Continue in additional Annexure Schedule, if required.)

7. ANIMAL CONTROLS

7.1 ^{NO} Lot Owner must keep on a Lot a dog which is a danger, nuisance or annoyance to:

- a. any other Lot Owner or,
- b. to any users of a Legal Road or Council Reserve, ("the Public Areas"). For the purposes of this subclause any dog which defecates on the Public Areas is deemed to cause a nuisance or annoyance to the users of that road or reserve unless the person responsible for that dog immediately removes the excreta.

KAO

8. RESIDENTS SOCIETY

8.1 The Developer may (while it retains ownership of any land in the Ladies Mile Development), OR a majority of Lot Owners may, decide to form a residents society ("Society") to administer and manage matters pertaining to the lots in the Ladies Mile development. These matters may include (without limitation) administration and management of:

- the water scheme,
 - road maintenance and upkeep and
 - services maintenance and upkeep,
- in the Ladies Mile Development.

8.2 The Lot Owners covenant (except for the owner of Lot 4 DP 325561) that if a Society is formed as detailed above then it will become a member of that Society and be bound by the rules (if any) of the Society and pay all amounts that have been reasonably levied by the Society.

Signature of the Grantee & Grantor : } Grant William Staller

In the presence of:

Kerry Amanda O'Donnell
Solicitor
Queenstown

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

BSK [Signature] [Signature] KAO

IN THE MATTER of the Land Transfer Act 1952

MORTGAGEE'S CONSENT TO REGISTRATION OF DEED OF COVENANT

The National Bank of New Zealand Limited the mortgagee under Mortgage No 5240120.1 **CONSENTS** to the registration of the attached deed of covenant by Terence McCashin, Beverley McCashin and Grant William Stalker affecting all of the land comprised and described in Certificate of Title 103216 to 103223 (Otago Registry) **BUT** without prejudice to its rights and remedies under the Mortgage.

DATED the 20th day of January 2004

SIGNED by The National Bank of New Zealand Limited by:

its Attorney

KAPUA KATRINA GARDINER

Katrina Gardiner

Witnessed by
Salvi

VAIJAYANTI SALVI
BANK OFFICER
AUCKLAND

Certified correct for the purposes of the Land Transfer Act 1952

[Signature]
Solicitor for the mortgagee

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **KAPUA KATRINA GARDINER** Manager Lending Services of Auckland in New Zealand **HEREBY CERTIFY:**

1. **THAT** by Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No	D.016180	Hokitika	as No	105147
Blenheim	as No	186002	Invercargill	as No	242542.1
Christchurch	as No	A.256503.1	Napier	as No	644654.1
Dunedin	as No	911369	Nelson	as No	359781
Gisborne	as No	G.210991	New Plymouth	as No	433509
Hamilton	as No	B.355185	Wellington	as No	B.530013.1

The National Bank of New Zealand Limited (the "Bank") appointed me its Attorney with the powers and authorities specified in that Deed.

2. **THAT** at the date of this Certificate, I am the Manager Lending Services, Auckland Regional Support Centre of the Bank.

3. **THAT** at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the Bank or otherwise.

DATED at Auckland the 20th day of January 2004



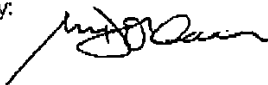
IN THE MATTER of the Land Transfer Act 1952

ENCUMBRANCEE'S CONSENT TO REGISTRATION OF DEED OF COVENANT

Transit New Zealand the encumbrancee under Encumbrance No 5461563.1 CONSENTS to the registration of the attached deed of covenant by Terence McCashin, Beverley McCashin and Grant William Stalker affecting all of the land comprised and described in Certificate of Title 103216 to 103223 (inclusive) (Otago Registry) BUT without prejudice to its rights and remedies under the Mortgage.

DATED the 20th day of January 2004

SIGNED by Transit New Zealand by:



M.D. O'Cain
Regional Manager
Transit New Zealand

Witness

Signature: *K Churchill*

Name (in full): *Kelly Churchill*

Occupation: *Resource Planner, Transit New Zealand*

Address: *60-66 Tenyson St, Dunedin*

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the encumbrancee

M:\kao\docs\encumbrancee consent to register covenant - TNZ

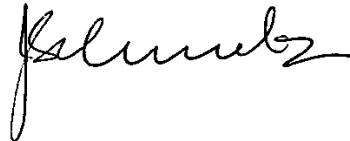
IN THE MATTER of the Land Transfer Act 1952

ENCUMBRANCEE'S CONSENT TO REGISTRATION OF DEED OF COVENANT

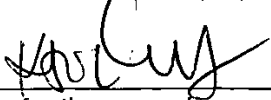
Queenstown Lakes District Council the encumbrancee under Encumbrance No 5461563.1 **CONSENTS** to the registration of the attached deed of covenant by Terence McCashin, Beverley McCashin and Grant William Stalker affecting all of the land comprised and described in Certificate of Title 103216 to 103223 (inclusive) (Otago Registry) **BUT** without prejudice to its rights and remedies under the Mortgage.

DATED the 21st day of January, 2004

SIGNED by Queenstown Lakes District Council by:



Certified correct for the purposes of the Land Transfer Act 1952




Solicitor for the encumbrancee

ENCUMBRANCEE'S CONSENT TO REGISTRATION OF DEED OF COVENANT

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DATED the *20th* day of *January* 2004

SIGNED by Transit New Zealand by:



M.D. O'Cain
Regional Manager
Transit New Zealand

Witness


Signature: *K Churchill*

Name (in full): *Kelly Churchill*

Occupation: *Resource Planner, Transit New Zealand*

Address: *60-66 Tenyson St, Dunedin*

Certified correct for the purposes of the Land Transfer Act 1952


Solicitor for the encumbrancee