



IN THE MATTER OF Section 221 of the  
Resource Management  
Act 1991.

AND

IN THE MATTER OF of an Application for  
Subdivision Consent D  
and J Jardine.

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**CONSENT NOTICE**

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IN THE MATTER OF Section 221 of the  
Resource Management  
Act 1991.

AND

IN THE MATTER OF of an Application for  
Subdivision Consent by  
D and J Jardine.

CONSENT NOTICE

BACKGROUND

- A. D and J Jardine of Queenstown have applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Certificate of Title OT18B/410(Otago Registry) ("the land").
- B. Council has granted consent (RM990447) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the Owner of the land being those conditions specified in the Operative Part hereof.

OPERATIVE PART

The following condition pertaining to this Consent Notice is to be registered against the title of the following allotment:

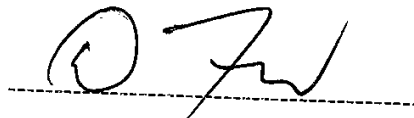
- (a) Lot 1 D.P.300502 (C.T.2679)

CONDITION

- a) *The Lot owner shall be responsible for renewing the easement for the right to convey water over Section 6 S.O.22367(C.T.12B/155) identified as J on D.P.300502, or provide a suitable alternative approved water supply.*

Dated this 12<sup>th</sup> day of September 2001

SIGNED for and on behalf  
of the QUEENSTOWN LAKES  
DISTRICT COUNCIL by its  
Principal Administrative Officer



**Transfer instrument**  
Section 90, Land Transfer Act 1952



**T 6128838.2 Transfer**

Cpy - 01/01, Pgs - 003, 26/08/04, 12:34



DocID: 110630444

Land registration district

OTAGO

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

All/part

Area/description of part or stratum

156346

All

156347

All

Transferor

Surname(s) must be underlined or in CAPITALS.

**Dickson Stewart JARDINE, Jillian Francis JARDINE and Gerard Brendon BOOCK**

Transferee

Surname(s) must be underlined or in CAPITALS.

**Jacks Point Limited**

Estate or interest to be transferred, or easement(s) or *profit(s) à prendre* to be created  
State if fencing covenant imposed.

**Fee simple plus Land Covenant as detailed on the Annexure Schedule**

Operative clause

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

Dated this 16 day of August 2004

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

 Dickson Stewart Jardine	<b>Signed in my presence by the Transferor</b>	
 Jillian Francis Jardine	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name	
Signature [common seal] of Transferor	Occupation	<b>GRAEME MURRAY STOUT LEGAL EXECUTIVE DUNEDIN</b>
	Address	

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

[Solicitor for] the Transferee

**Annexure Schedule**

Insert type of instrument

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

Transfer

Dated

Page 1 of 2 Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of 'Estate or Easement to be created'

It is the Transferor's intention to create for the benefit of Lots 3 and 4 DP 337993 as described in Certificate of Title 156348 (referred to as "the Dominant Land") the land covenant set out in the attached Schedule A over the land transferred in this Transfer (referred to as "the Servient Land") TO THE INTENT that the Servient Land shall be bound by the covenants set out in Schedule A and that the owners and occupiers for the time being of the Dominant Land may enforce the observance of such covenants against the owners for the time being of the Servient Land

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Land and for the benefit of the Dominant Land the Transferee COVENANTS AND AGREES in the manner set out in the Schedule A so that the covenants run with the Servient Land for the benefit of the Dominant Land.

**SCHEDULE A****DEVELOPMENT**

- 1) If Variation 16 to the Queenstown Lakes District Council Proposed Plan is confirmed in respect of the Dominant Land, the Transferee shall not, whether personally or through any agent or servant, directly or indirectly lodge or support any objection, submission or appeal to any resource consent or plan change or variation to the Queenstown Lakes District Council District Plan or Proposed Plan lodged or introduced in relation to the Dominant Land, provided that such resource consent, plan change or variation is consistent with the Coneburn Area Resource Study dated October 2002.
- 2) If the said Variation 16 is not confirmed in respect of the Dominant Land, the Transferee shall not, whether personally or through any agent or servant, directly or indirectly lodge or support any objection, submission or appeal to any resource consent or plan change or variation to the Queenstown Lakes District Council District Plan or Proposed Plan lodged or introduced to enable the development of the Dominant Land, unless such development is likely to generate significant adverse environmental effects on the Servient Land.

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

**Annexure Schedule**



Insert type of instrument

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

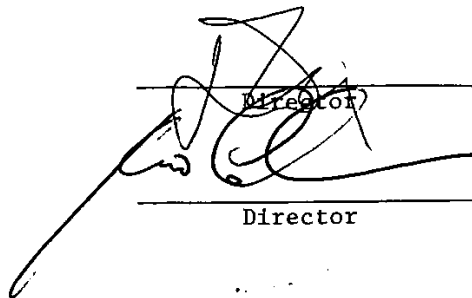
Transfer

Dated

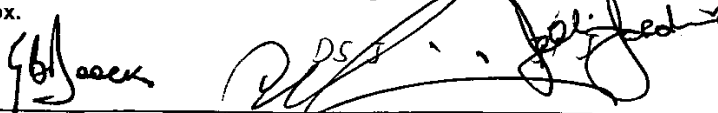
Page 1 of 1 Pages

(Continue in additional Annexure Schedule, if required.)

Signed by Jacks Point Limited

  
\_\_\_\_\_  
Director

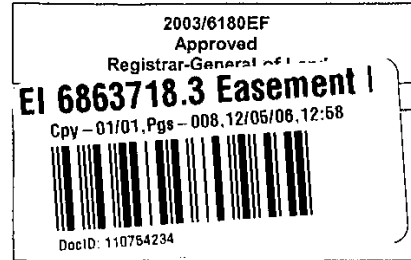
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



**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



Grantor

JACKS POINT LIMITED

Surname(s) must be underlined or in CAPITALS.

Grantee

QUEENSTOWN AIRPORT CORPORATION LIMITED

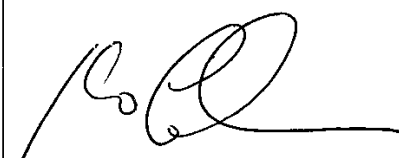
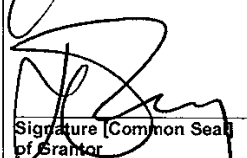
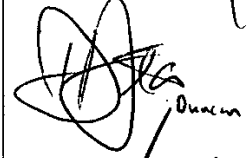

Surname(s) must be underlined or in CAPITALS.

~~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).~~

DATED this 27 day of April 2006

Attestation

 Director  Signature [Common Seal] of Grantor Director	<p><b>Signed in my presence by the Grantor</b></p> <p>_____ Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
 Duncan Fee - Director  Mark Taylor - Director Signature [Common Seal] of Grantee	<p><b>Signed in my presence by the Grantee</b></p> <p>_____ Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>

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 2

2003/5038EF  
Approved  
Registrar-General of Land

\*Easement Instrument

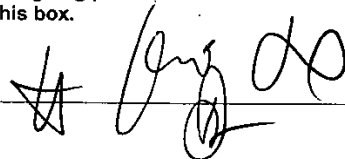
Dated 27 April 2006 Page of pages

\* Insert type of instrument.

Continue in additional Annexure Schedule if required.

1.	Purpose
1.1	The Land is an area where the noise from aircraft operating from the Queenstown Airport (owned and operated by the airport company) may cause disturbance or annoyance to persons upon the land.
1.2	The airport company now operates 7 days a week and may in future be required to operate 24 hours a day and it is in the district, regional and national interest for it to continue to be able to do so.
1.3	The Grantor has obtained approval to a Variation to the Queenstown Lakes District Plan, which would enable construction and occupation of dwellinghouses and other buildings on the Land for residential and other purposes and the airport company has supported such Variation on the basis that the owner enters into these covenants in favour of the airport company.
1.4	It is intended that the covenants shall be registered against the Certificate of Title to the Land, pursuant to Section 126A of the Property Law Act, 1952.
2.	Covenants
2.1	That the Grantor covenants with the airport company as follows: <ul style="list-style-type: none"><li>i. to occupy and use the buildings existing or hereafter erected upon the Land at the Grantor's risk in all respects as to the potential for disturbance and annoyance from effects of the operations of the airport;</li><li>ii. to permit the airport company to carry on the operations of the airport on the Dominant Land without interference restraint or complaint from the Grantor;</li><li>iii. so long as the operations of the airport are carried on on the Dominant Land as a lawful activity the Grantor will not bring against the airport company any proceedings for damages, negligence or nuisance, trespass or interference in relation to any operations of the airport;</li><li>iv. not to make, lodge, nor be party to, nor to finance or make a contribution to the cost of any legal process whether by submission, application, proceeding or appeal or otherwise that may be designed or intended to limit, prohibit, or restrict the continuation or enlargement or any extension of operations of the airport.</li></ul>
2.2	That for the purposes of this covenant <ul style="list-style-type: none"><li>i. Where there shall at any time be more than one owner of the Land, this covenant shall be binding upon each and every owner jointly and severally.</li><li>ii. These covenants shall be binding upon the Grantor and the Grantor's successors in title to Land.</li><li>iii. The term "operations of the airport" means all activities necessary for the continued operation of the airport on the Dominant Land and associated overflying of the Land by aircraft utilising Queenstown Airport as arriving or departing aircraft.</li></ul>

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





# Annexure Schedule 1

2003/6180EF  
Approved  
Registrar-General of Land

Easement instrument

Dated 27 April 2006 Page 2 of pages

## Schedule A

Continue in additional Annexure Schedule if required.

Purpose (nature and extent) of easement, profit or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant		Lot 2, Deposited Plan 337993 and Lot 5 Deposited Plan 2621- CT156347 26261 Lot 1 Deposited Plan 337993 CT156346 ("the Land")	1640

~~Easements or profits à prendre~~ Delete phrases in [ ] and insert memorandum number as required.  
 rights and powers (including terms, covenants, and conditions) Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers provided 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].

[The provisions set out in Annexure Schedule 2].

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

**Annexure Schedule**

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

Covenant

Dated

27 April 2006

Page

1

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

**WESTPAC BANKING CORPORATION** as Mortgagee under Mortgage No. 6128838.3 hereby consents to the registration of the within Land Covenant but without prejudice to the Bank's rights powers and remedies under its said Mortgage executed by Westpac Banking Corporation.

DATED this                      day of                      2006

**EXECUTED by**  
**WESTPAC BANKING CORPORATION**

by  
in the presence of:-

.....  
Authorised Signatory

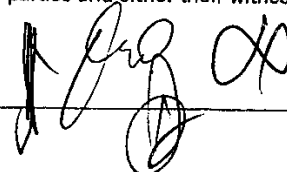
Witness Name: .....

Witness Signature: .....

Occupation: .....

Address: .....

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



**Annexure Schedule**

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

Covenant

Dated

27 April 2006

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of

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Pages

(Continue in additional Annexure Schedule, if required.)

**LIFESTYLES OF NEW ZEALAND QUEENSTOWN LIMITED** as Caveator under Caveat No.  
6414807.1 hereby consents to the registration of the within Land Covenant.

DATED this                      day of                      2006

EXECUTED by  
**LIFESTYLES OF NEW ZEALAND  
QUEENSTOWN LIMITED**  
by  
in the presence of:-

.....  
Authorised Signatory

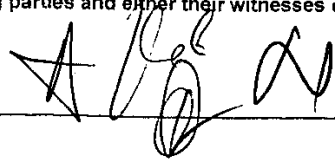
Witness Name: .....

Witness Signature: .....

Occupation: .....

Address: .....

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



**Annexure Schedule**

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

Covenant

Dated

27 April 2006

Page

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of

3

Pages

(Continue in additional Annexure Schedule, if required.)

**JACKS POINT RESIDENTIAL LIMITED** as Caveator under Caveat No. X6746685.1 hereby consents to the registration of the within Land Covenant.

DATED this                      day of                      2006

EXECUTED by  
**JACKS POINT RESIDENTIAL LIMITED**  
by  
in the presence of:-

.....  
Authorised Signatory

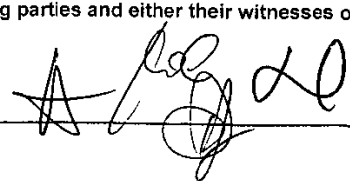
Witness Name: .....

Witness Signature: .....

Occupation: .....

Address: .....

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



**Annexure Schedule**

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

Covenant

Dated

27 April 2006

Page

1

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

**WESTPAC BANKING CORPORATION** as Mortgagee under Mortgage No. 6128838.3 hereby consents to the registration of the within Land Covenant but without prejudice to the Bank's rights powers and remedies under its said Mortgage executed by Westpac Banking Corporation.

DATED this 27<sup>th</sup> day of April 2006

EXECUTED by  
**WESTPAC BANKING CORPORATION**  
by  
in the presence of:-

**GABRIELLE MARY MASON**  
Authorised Signatory

Witness Name: .....

Witness Signature: .....

**KIRSTON JANE COX**  
BANK OFFICER  
**WESTPAC BANKING CORPORATION**  
LEGAL SERVICES UNIT  
AUCKLAND

Occupation: .....

Address: .....

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

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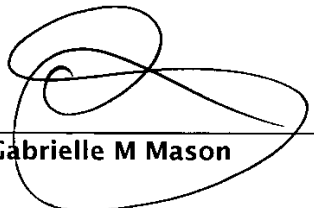
**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, **GABRIELLE MARY MASON** of Auckland in New Zealand, Bank Officer

**HEREBY CERTIFY -**

1. **THAT** by Deed dated 20 October 2003 a copy of which is deposited in the Land Registry Office at Christchurch and there numbered PA 5941731.1 **WESTPAC BANKING CORPORATION** ABN 33 007 457 141, incorporated in Australia (and registered in New South Wales) under the Corporations Act 2001 of Australia and having its principal place of business in New Zealand at 188 Quay Street, Auckland ("Westpac") appointed me its attorney on the terms and subject to the conditions set out in that Deed and the attached document is executed by me under the powers conferred by that Deed.
2. **THAT**, at the date of this certificate I am a Tier Two Attorney for Westpac.
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 Westpac or otherwise.

**SIGNED** at Auckland  
On this 27<sup>th</sup> day of April 2006

  
\_\_\_\_\_  
**Gabrielle M Mason**



**IN THE MATTER** of Section 221 of  
the Resource Management  
Act 1991

**AND**

**IN THE MATTER** of an Application  
for Subdivision Consent  
by JACKS POINT  
LIMITED RM050573

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**CONSENT NOTICE**

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**BACKGROUND**

- A. JACKS POINT LIMITED applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land described in CertificateS of Title OT156346 & OT156347 (Otago Registry) ("the land")..
- B. Council has granted consent (RM050573) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the Owner of the land being those conditions specified in the Operative Part hereof.

### **OPERATIVE PART**

The following conditions pertaining to this Consent Notice are to be registered against the titles of the following allotments:-


Lots 1-11, 40 and 100 DP 359052

### **CONDITIONS:**

- a. The use of the lots created by this subdivision shall be used for no other purpose than that defined by the Outline Development Plan approved by Council.
- b. No development of buildings shall occur on Lots 1-4 until all appropriate infrastructure is built to Council standards.
- c. Lots 100 shall be private road for the purposes of the Resource Management Act 1991 and the Local Government Act 1974. Said private road will be privately owned and maintained and shall be open to the general public at all times.

Dated this 6<sup>th</sup> day of April 2006

SIGNED for and on behalf  
Of the QUEENSTOWN LAKES  
DISTRICT COUNCIL by its  
Principal Administrative Officer

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

**EI 7017246.2 Easement**

Cpy - 01/01.Pgs - 025,22/09/06,09



DocID: 110803060



Land registration district

**OTAGO**

Grantor

Surname(s) must be underlined or in CAPITALS.

**Jacks Point Limited and Jacks Point Residents and Owners Association Incorporated**

Grantee

Surname(s) must be underlined or in CAPITALS.

**Jacks Point Limited and Jacks Point Residents and Owners Association Incorporated**

**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 24<sup>th</sup> 28<sup>th</sup> day of August 2006

**Attestation**

Continued on Annexure Schedule 5

**Signed in my presence by the Grantor**

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

**Witness name**

**Occupation**

**Address**

**Signature [common seal] of Grantor**

Continued on Annexure Schedule 5

**Signed in my presence by the Grantee**

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

**Witness name**

**Occupation**

**Address**

**Signature [common seal] of Grantee**

**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.

*AD*



## Easement instrument

Dated

24 August 2006

Page

**1**

of

23

pages

## Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
<b>Continued on Annexure Schedule 3</b>	<b>Continued on Annexure Schedule 3</b>	<b>Continued on Annexure Schedule 3</b>	<b>Continued on Annexure Schedule 3</b>

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

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

Continue in additional Annexure Schedule if required.

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

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

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

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

## Covenant provisions

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

Continue in additional Annexure Schedule if required.

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

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

[Annexure Schedule 2].

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

*Handwritten signature*

**Annexure Schedule**



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

Easement

Dated

24 August 2006

Page

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of

23

Pages

(Continue in additional Annexure Schedule, if required.)

**Annexure Schedule 2**

**CONTINUATION OF COVENANT PROVISIONS**

**Background**

- A. The Developer is developing the Land, together with the Servient Tenement and the Dominant Tenement, as part of Jacks Point.
- B. The Developer and the Society intend that the Land and the Servient Tenement and the Dominant Tenement be subject to a general scheme applicable to and for the benefit of the Land and each of the Servient Tenement and the Dominant Tenement to ensure that Jacks Point is developed and administered in a co-ordinated and harmonious manner and to conserve and enhance the character, value and amenity values of Jacks Point ("the Scheme").
- C. The Society has been established to provide for and administer the Scheme for the benefit of the Land and the Servient Tenement and the Dominant Tenement as implemented through the Constitution and the Bylaws.
- D. The Developer and the Society, intend that this Instrument shall be and remain registered against the titles to the Land and to each of the Servient Tenement and the Dominant Tenement to give effect to the Scheme so that:
  - a. owners or occupiers for the time being of the Servient Tenement shall be bound by the provisions of this Instrument;
  - b. 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; and
  - c. 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:

"Allotment" means:

- a. the Servient Tenement; and
- b. any part of the Servient Tenement for which a separate title (including without limitation a unit title or a certificate of title for an estate in fee simple) has issued as a result of the subdivision of the Servient Tenement or otherwise.

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]*

**Annexure Schedule**



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

Easement

Dated

24 August 2006

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of

23

Pages

(Continue in additional Annexure Schedule, if required.)

**"Building"** means any structure on the Land other than:

- a. a fence or wall less than one metre in height above Ground Level;
- b. any other structure less than five square metres in area and less than one metre in height above Ground Level.

**"Bylaws"** means any bylaws promulgated by the Society in accordance with the Constitution from time to time.

**"Constitution"** means the constitution of the Society from time to time which is its rules for the purposes of the Incorporated Societies Act 1908.

**"Council"** means the Queenstown Lakes District Council or its successor.

**"Covenants"** means the covenants set out in this Instrument.

**"Design Guidelines"** means the design guidelines that form part of the Bylaws.

**"Design Review Board"** means the body established pursuant to the design review procedure detailed in the Development Controls.

**"Developer"** means Jacks Point Limited promoting and carrying out the development (including maintenance) of Jacks Point, including any:

- a. Related Entity of Jacks Point Limited that undertakes any part of the development or maintenance of Jacks Point; and/or
- b. any assignee and/or successor in title whether in whole or in part or parts of Jacks Point, that continues the promotion and carrying out of such development, and is nominated as such in writing by Jacks Point Limited.

**"Development Controls"** means the development controls dated July 2003 as approved by the Council pursuant to the Outline Development Plan for Jacks Point dated 15 August 2005 and as may be amended from time to time by the Society with the approval of the Council.

**"District Plan"** means the Queenstown-Lakes District Plan.

**"Dominant Tenement"** means:

- a. a lot within the Land for which a separate certificate of title (including without limitation, unit title, or a certificate of title for an estate in fee simple) has issued; and
- b. in relation to any Covenant means the land described in Annexure Schedule 3 as the dominant tenement which has the benefit of that Covenant.

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.

*[Signature]*

*[Signature]*

**Annexure Schedule**

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

Easement

Dated

24 August 2006

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(Continue in additional Annexure Schedule, if required.)

**"Golf Course"** means any golf course constructed on the Land.

**"Grantee"** means:

- a. In respect of the Dominant Tenement shown in Annexure Schedule 4 as being owned initially by Jacks Point Limited as the Developer and then its successors in title who are the registered proprietors of the Dominant Tenement from time to time; and
- b. In respect of the balance of the Dominant Tenement being the land shown in Annexure Schedule 4 as being owned initially by Jacks Point Residents & Owners Association Incorporated as the Society, means the registered proprietors from time to time of that land.

**"Grantor"** means:

- a. In respect of that part of the Servient Tenement shown in Annexure Schedule 4 as being owned initially by Jacks Point Limited as the Developer, means the registered proprietors from time to time of that land; and
- b. In respect of the balance of the Servient Tenement being the land shown in Annexure Schedule 4 as being owned initially by Jacks Point Residents & Owners Association Incorporated as the Society, means the registered proprietors from time to time of that land.

**"Ground Level"** means:

- a. where an instrument is registered against the certificate of title for an Allotment which includes a plan recording the ground level applicable to that Allotment, the level shown on that plan which is deemed to:
  - i. be the finished ground level of that Allotment at the date of the deposited plan which creates a separate certificate of title for that Allotment; and
  - ii. slope evenly between the contour lines shown on the plan recording the ground level applicable to that Allotment.
- b. where there is no instrument registered against the certificate of title for an Allotment as described in (a) above, the natural ground level of that Allotment as at 10 October 1995 (being "ground level") as determined pursuant to the District Plan.

**"Jacks Point"** means the integrated residential and commercial development undertaken by the Developer and its associated and/or subsidiary companies on the Land including but not limited to recreational facilities, hotel/lodge, dwellings, commercial development, roading, lakes, open spaces, walkways, car parking, Golf Course, clubhouse and all other associated infrastructure. At the Developer's option, exercisable by the Developer at any time on notice to the chairperson of the committee of the Society, it shall in addition include other development undertaken within Jacks Point Zone which is developed by an entity other than the Developer.

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*fl*

*so*

**Annexure Schedule**



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

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(Continue in additional Annexure Schedule, if required.)

**"Jacks Point Zone"** means the residential and commercial development zone called the Jacks Point Zone established by the Queenstown Lakes District Council as a resort zone under Part 12 of the District Plan.

**"Instrument"** means the front page of this Instrument, Annexure Schedule 1, Annexure Schedule 2 and Annexure Schedule 3.

**"Land"** means the land which comprises the land formerly contained in Lot 1 DP 337993 certificate of title 156346 and Lot 2 and Lot 5 DP 337993 and Lot 5 DP 26261 certificates of title 156347 (Otago Registry) but excluding Lot 13 DP364700.

**"Lodge any Submission"** means (without limitation) personally or through any agent or servant to directly or indirectly lodge or support in any way any objection or submission to any Planning Proposal and includes (without limitation) taking any part in a planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.

**"Member"** means a member of the Society.

**"Outline Development Plan"** means the plan of that name in respect of the Land approved under Resource Consent RM041269 granted 24 March 2005 as varied under Resource Consent RM050538 granted 15 August 2005 and subject to further amendment as approved by the Council from time to time.

**"Planning Proposal"** includes (without limitation) any application for resource consent and/or plan change and/or variation of any nature under or to the relevant District Plan or proposed District Plan or the Jacks Point Zone.

**"Related Entity"** in relation to a person means:

- a. any holding company of the person; or
- b. any person that is an associated person (as defined by the Securities Act 1978) or subsidiary of that holding company or of the person.

**"Scheme"** means as defined in Background Clause B above.

**"Servient Tenement"** means:

- a. any part of the Land for which a separate title (including, without limitation, a unit title or a certificate of title for an estate in fee simple) has issued; and
- b. in relation to any Covenant means the land described in Annexure Schedule 3 as the servient tenement which is subject to that Covenant.

**"Society"** means Jacks Point Residents & Owners Association Incorporated.

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*gc.* *[Signature]*

**Annexure Schedule**



Insert type of instrument  
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1.2 For the avoidance of doubt:

- a. Words importing the singular number include the plural and vice versa.
- b. 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.
- c. This Instrument binds and benefits the parties and their heirs, executors, successors and assigns in perpetuity and also any lessee or occupier of the Land, the Servient Tenement and the Dominant Tenement.

**2. General Covenants**

2.1 The Grantor covenants and agrees:

- a. to observe and perform all the Covenants at all times; and
- b. that the Covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement.

2.2 The Grantor covenants and agrees:

- a. to pay the Grantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Grantee's rights, remedies and powers under this Instrument;
- b. to indemnify the Grantee against all claims and proceedings arising out of a breach by the Grantor of any of its obligations set out in this Instrument;
- c. to pay the Grantee interest on all amounts due by the Grantor to the Grantee at the Default Interest Rate as defined in the Constitution (or if there is then no such Default Interest Rate defined in the Constitution, at the rate of 12% per annum) from the date of demand until paid.

**3. Covenants relating to the Society**

3.1 Subject to clauses 3.2 and 3.3, the Grantor covenants with the Grantee:

a. *Membership of Society*

On becoming the registered proprietor of an Allotment:

- i. to join as a Member;
- ii. to remain a Member while the Grantor continues to be the registered proprietor of that Allotment; and

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*[Handwritten signatures]*

**Annexure Schedule**

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iii. to fulfil and to continue to fulfil the obligations of a Member as set out in the Constitution and the Bylaws.

b. *Levies*

Without limiting the Grantor's obligations under clause 3.1a, to pay 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 Constitution and the Bylaws.

c. *Late Charges*

To pay any late charges demanded by the Society (including, without limitation, default interest at such 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 Constitution and/or the Bylaws.

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 Constitution and/or this Instrument and/or the Bylaws.

f. *Sale of Allotment*

Not to transfer or otherwise dispose of the Grantor's interest in an Allotment otherwise than in accordance with clause 9.

3.2 Until the Developer notifies the Society that the registered proprietors of the following Servient Tenements shall become Members, those registered proprietors shall be exempt from the covenants contained in clause 3.1:

a. Lots 15, 17, 18 and 19 DP364700; and

b. Lot 12 DP364700.

3.3 The registered proprietors named in clause 3.2 shall become bound by clause 3.1 upon becoming a Member.

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**Annexure Schedule**



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**4. Covenants relating to Buildings**

4.1 Without limiting the Grantor's obligations under clause 3.1a, the Grantor covenants with the Grantee:

a. *Development Controls*

To comply with the Development Controls applicable to the Grantor's Allotment.

b. *Design Guidelines*

To comply with the Design Guidelines applicable to the Grantor's Allotment.

c. *Design Review Board*

To comply with the Design Review Board process as provided for in the Development Controls or as otherwise approved by the Council and the Society.

d. *Building Approval*

i. Not to commence construction of any proposed Building on the Grantor's Allotment without having first obtained the written consent of the Design Review Board to the plans and specifications and exterior design and appearance of the Grantor's proposed Building.

ii. Not to make any changes to the plans and specifications of the exterior design or appearance of any Building on the Grantor's Allotment once approval has been obtained from the Design Review Board.

e. *Future Alterations*

Not to make additions or alterations to any Building on the Grantor's Allotment without the prior written consent of the Design Review Board.

f. *Compliance with the Building Act 2004*

Not to occupy any Building on the Grantor's Allotment without a current code compliance certificate issued under the Building Act 2004 (or any subsequent replacement legislation).

**5. Covenants relating to Open Fires**

5.1 The Grantor covenants with the Grantee in respect of those parts of the Land identified as Residential (R) or Village (V) in the Jacks Point Zone:

a. Not to allow or install any open, solid fuel fires within any residential building or on any residential lot other than:

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*[Signature]*

*[Signature]*

**Annexure Schedule**



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- i. any internal or external barbecue fire being operated for cooking purposes;
- ii. any low-emission solid fuel burner emitting no more than 1.5 gm of particulate per kilogram of fuel burnt and with 65% fitting efficiency when measured and assessed in accordance with NZS:4012:1999 and 4013:1999 or equivalent replacement standard.

**6. Covenants relating to Certain Protected Areas**

6.1 The Grantor covenants with the Grantee in respect of the land known as the "Lakeshore Landscape Protection Area", "Peninsula Hill Landscape Protection Area" and "Highway Landscape Protection Area" in the Jacks Point Zone:

- a. Not to carry out or allow to be carried out any commercial forestry activity.
- b. Not to erect or allow to be erected any Building other than:
  - i. Buildings erected for a temporary purpose for a maximum of one year (such as a filming tower).
  - ii. Buildings related to service infrastructure (such as water holding tanks).
  - iii. Farm buildings (which exclude any buildings used for residential purposes).

**7. Covenants relating to the Golf Course**

7.1 For so long as the Grantor is the registered proprietor of the Golf Course, the Grantor covenants with the Grantee in respect of the Golf Course that:

- a. The Golf Course shall be constructed and maintained in accordance with international integrated pest management procedures applicable to golf courses.
- b. The part of the Golf Course situated largely in the area known as the "Tablelands" in the Jacks Point Zone shall be constructed and maintained as a "target" golf course which minimises mown areas of fairway and green and maximises retention of natural character and landscape.
- c. The Golf Course shall be constructed and maintained to a "best practice" standard to minimise application of chemical fertilisers, pesticides and herbicides and to maximise natural and/or organic procedures as far as is reasonably and practically possible with respect to local climatic and natural conditions.

**8. Covenants in Relation to Future Development**

8.1 The Grantor covenants and agrees with the Grantee that the Grantor will not at any time Lodge any Submission against any Planning Proposal by the Grantee to subdivide, develop or use:

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.

*[Signature]*

*[Signature]*

**Annexure Schedule**

Insert type of instrument  
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- a. any part of the Land identified as Village (V/JP) in the Jacks Point Zone for commercial, visitor accommodation and/or residential purposes;
- b. any part of the Land identified as Lodge (L) in the Jacks Point Zone for visitor accommodation purposes; and
- c. any part of that Land other than the land specified in clauses 8.1 (a) and (b) for any commercial, residential, rural or recreational activity provided that the benefit of this subclause shall be limited to those parts of the Land owned by the Developer and this subclause shall cease to have effect when no part of the Land is owned by the Developer.

8.2 The Grantor covenants and agrees with the Grantee that the Grantor will not at any time Lodge any Submission against any Planning Proposal:

- a. By or supported by Remarkables Park Limited or its successors in title to subdivide or develop any of the land described as the Remarkables Park Zone in the proposed Queenstown Lakes District Plan 1998 or any land or any development departing from, extending to and from or connected with that land.
- b. By or supported by Shotover Park Limited or its successors in title to subdivide or develop any of the land contained in Certificates of Title 118203, 118204, 118223, 28340, 28341, 19A/1148 and 14A/1071 (Otago Registry) or any land or any development departing from, extending to and from or connected with that land.
- c. By Dickson Stewart Jardine and Jillian Frances Jardine (or their successors in title) which is not materially inconsistent with the provisions of the Jacks Point Zone applicable to land contained in certificates of title 18D/1020, 2679 and 18D/1023.
- d. By Henley Downs Holdings Limited or its successors in title to the land contained in certificates of title OT147423 and OT147424 for a visitor accommodation lodge situated within the Tablelands area as identified in the Jacks Point Zone Figure 2, Henley Downs Structure Plan (as contained in the District Plan), provided that such lodge (or any part of it) is not located in the area between the southern boundary of Henley Downs Lands (as shown on the Jacks Point Zone Figure 2, Henley Downs Structure Plan (as contained in the District Plan)) and a line parallel to and 700 metres north of that boundary.
- e. Without limiting clause 8.2(d), by Henley Downs Holdings Limited or its successors in title to the land contained in certificates of title OT147423 and OT147424 which is not materially inconsistent with the provisions of the Jacks Point Zone applicable to the land contained in certificates of title OT147423 and OT147424.

8.3 The Grantor covenants and agrees with the Grantee that the Grantor shall not construct or operate any retail activity development over 200 square metres in size on the Land prior to 4 October 2013. This covenant is inserted for the benefit of Remarkables Park Limited, Shotover Park Limited and their successors in titles to the land referred to in clauses 8.2a and b.

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**Annexure Schedule**



Insert type of instrument  
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(Continue in additional Annexure Schedule, if required.)

- 8.4 The Grantor and Grantee agree that the Grantor's obligations and covenants under clauses 8.2 and 8.3 are for the benefit of the persons named in those clauses and their successors in titles to the land referred to in clause 8.2 (in accordance with the Contracts Privity Act 1982).
- 8.5 The Grantor covenants and agrees with the Grantee that the Grantor will support the legal stopping of any part of that existing unformed road known as Woolshed Road which runs through and bisects the Land.
- 8.6 The Grantor hereby gives written approval for the purposes of the Resource Management Act 1991 to any Planning Proposal referred to in clauses 8.1 and 8.2. The Grantor shall provide any necessary further written approval to any such Planning Proposal if requested by any of the persons named in clauses 8.1 and 8.2 and in the event of failing to do so those persons shall be entitled to provide a copy of this clause 8 to the relevant consent authority as evidence that such written approval is given.
- 9. Transfer of Allotments**
- 9.1 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.
- 9.2 The Grantor must obtain the Society's prior written consent to any transfer of the Grantor's ("Vendor's") interest in an Allotment ("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 Constitution; and
  - b. the purchaser of the relevant Allotment ("the Purchaser") has met any requirements set out in the Constitution.
- 9.3 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 Purchaser to the Society until such time as:
    - i. the Transfer to the 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 Constitution; and
    - iii. the Purchaser has met any requirements set out in the Constitution.

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*[Handwritten signatures]*

**Annexure Schedule**



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

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(Continue in additional Annexure Schedule, if required.)

- c. The Purchaser shall be liable jointly and severally with the Vendor for all indebtedness of the Vendor to the Society in respect of that Allotment 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.

**10. Enforcement by the Society**

**10.1 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 Society may facilitate the observance of this Instrument by the Grantor by taking all necessary steps to enforce its observance on behalf of the Grantee. The Grantee irrevocably appoints the Society to be its attorney and in its name and at its expense to do any thing which the Society considers necessary or desirable to enforce or attempt to enforce the Grantee's rights or powers under this Instrument.
- c. Without limiting the appointment made in clause 10.1b 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.

**11. Notice**

- 11.1 Any notice required to be served on any party shall be in writing and served in accordance with the Constitution, or if the Constitution is silent as to service requirements as the law otherwise requires in accordance with the Property Law Act 1952.

**12. Severability**

- 12.1 If any of the provisions of this Instrument is judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument.

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*[Handwritten signatures]*

**Annexure Schedule**Insert type of instrument  
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**Annexure Schedule 3****Continuation of Schedule A**

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenants (as set out in Annexure Schedule 2)	Lots 12, 14-28, 101-103 DP364700	Lots 12, 14-28, 101-103 DP364700	Lots 12, 14-28, 101-103 DP364700
	Lot 5 DP26261	Lot 5 DP26261	Lot 5 DP26261
	Lots 1, 5-11, 100 DP359052	Lots 1, 5-11, 100 DP359052	Lots 1, 5-11, 100 DP359052
	Lots 114-122, 5001-5105, 402, 403, 210-216 DP367532	Lots 114-122, 5001-5105, 402, 403, 210-216 DP367532	Lots 114-122, 5001-5105, 402, 403, 210-216 DP367532
	Lots 1, 1001-1036, 1039, 1040, 1043, 1044, 1048-1056, 1061, 1062, 1067-1070, 1073-1079, 1159-1170 DP365108	Lots 1, 1001-1036, 1039, 1040, 1043, 1044, 1048-1056, 1061, 1062, 1067-1070, 1073-1079, 1159-1170 DP365108	Lots 1, 1001-1036, 1039, 1040, 1043, 1044, 1048-1056, 1061, 1062, 1067-1070, 1073-1079, 1159-1170 DP365108
	(CTs 262752, 262754-262761, 286605, 240594, 274141, 274143-274250, 264153-264227, 284017, 284018) 240598, 240600	(CTs 262752, 262754-262761, 286605, 240594, 274141, 274143-274250, 264153-264227, 284017, 284018) 240598, 240600	(CTs 262752, 262754-262761, 286605, 240594, 274141, 274143-274250, 264153-264227, 284017, 284018) 240598, 240600

Lots 101, 106-109,  
205-207, 300-302  
DP 365108

Lots 101, 106-109,  
205-207,  
300-302  
DP 365108

Lots 101, 106-109,  
205-207, 300-  
302 DP 365108

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**Annexure Schedule**



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**Annexure Schedule 4**

**Servient Tenement and Dominant Tenement owned initially by Jacks Point Limited ("the Developer")**

Lots 12, 14, 15, 17-19, 21, 24 DP364700

Lot 1 DP359052

Lots 5001-5105, 402, 403 DP367532

Lots 1, 1001-1036, 1039, 1040, 1043, 1044, 1048-1056, 1061, 1062, 1067-1070, 1073-1079, 1159-1170 DP365108

(CTs 262752, 262754, 262755, 262757, 262758, 240594, 274144-274250, 264153, 264156-264227, 284017, 284018)

**Servient Tenement and Dominant Tenement owned initially by Jacks Point Residents & Owners Association Incorporated ("the Society")**

Lots 16, 20, 22-23, 25-28, 101-103 DP364700

Lot 5 DP26261

Lots 5-11, 100 DP359052

Lots 114-122, 210-216 DP367532

Lots 205-207, 101, 106-109, 300-320 DP365108

(CTs 262756, 262759-61, 286605, 240598, 240600, 274141, 274143, 264154, 264155)

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*jc.* *so*

**Annexure Schedule**

Insert type of instrument  
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**Annexure Schedule 5****Continuation of Attestation**

Signed by: **Jacks Point Residents & Owners Association Incorporated** as Grantee by its duly Authorised Attorney  
*Joana May Schmelz*

*[Signature]*

Signed in my presence by **Jacks Point Residents & Owners Association Incorporated**

*[Signature]*  
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

**Sarah Louise Swale  
Legal Executive  
Queenstown**

Occupation:

Address:

Signed by **Jacks Point Limited** as Grantee by its duly Authorised Attorney *Joana May Schmelz*

*[Signature]*

Signed in my presence by **Jacks Point Limited**

*[Signature]*  
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

**Sarah Louise Swale  
Legal Executive  
Queenstown**

Occupation:

Address:

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.

*[Signatures]*



**Annexure Schedule**



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Signed by: **Jacks Point Residents & Owners Association Incorporated** as Grantor by its duly Authorised Attorney

*Joanna May Schmeitz*

*[Signature]*

Signed in my presence by **Jacks Point Residents & Owners Association Incorporated**

*[Signature]*  
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name: **Sarah Louise Swale**  
Legal Executive  
Queenstown

Occupation:

Address:

Signed by **Jacks Point Limited** as Grantor by its duly Authorised Attorney

*Joanna May Schmeitz*

*[Signature]*

Signed in my presence by **Jacks Point Limited**

*[Signature]*  
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name: **Sarah Louise Swale**  
Legal Executive  
Queenstown

Occupation:

Address:

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.

*[Signature]*

**Annexure Schedule**

Insert type of instrument  
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(Continue in additional Annexure Schedule, if required.)

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

I, Joanna May Schmetz of Queenstown, Administration Manager **HEREBY CERTIFY:**

1. THAT by Deed dated the 28th day of April 2006 ("the Deed"), a copy of which was deposited in the Otago Land Registry Office, under number 6848087.6, I was appointed the lawful attorney of **JACKS POINT LIMITED** ("the Company") as Grantor, on the terms and subject to the conditions set out in the Deed.

2. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the commencement of liquidation of the Company, or otherwise.

SIGNED by: Joanna May Schmetz (name)

[Signature] (signature)

at Queenstown this 28<sup>th</sup> day of August 2006

SIGNED in my presence:

[Signature]  
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name: **Sarah Louise Swale**  
**Legal Executive**  
**Queenstown**

Occupation:

Address:

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.

[Signature]

[Signature]

**Annexure Schedule**

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

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(Continue in additional Annexure Schedule, if required.)

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

I, Joanna May Schmelz of Queenstown Administration manager **HEREBY CERTIFY:**

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2. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the commencement of liquidation of the Company, or otherwise.

SIGNED by: Joanna May Schmelz (name)

[Signature] (signature)

at Queenstown this 28<sup>th</sup> day of August 2006

SIGNED in my presence:

[Signature]  
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

**Sarah Louise Swale  
Legal Executive  
Queenstown**

Occupation:

Address:

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.

[Signature]

[Signature]

**Annexure Schedule**

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

Easement

Dated

28 August 2006

Page

19

of

23

Pages

(Continue in additional Annexure Schedule, if required.)

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

I, Joanna May Schmeltz of Queenstown Administration Manager **HEREBY CERTIFY:**

1. THAT by Deed dated the 27th day of June 2006 ("the Deed"), a copy of which was deposited in the Otago Land Registry Office, under number 6929597-2, I was appointed the lawful attorney of **JACKS POINT RESIDENTS & OWNERS ASSOCIATION INCORPORATED** ("the Society") as Grantee, on the terms and subject to the conditions set out in the Deed.

2. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the commencement of liquidation of the Society, or otherwise.

SIGNED by: Joanna May Schmeltz (Name)

[Signature] (signature)

at Queenstown this 28<sup>th</sup> day of August 2006

SIGNED in my presence:

[Signature]  
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

**Sarah Louise Swale**  
**Legal Executive**  
**Queenstown**

Occupation: .

Address:

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

**Annexure Schedule**

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

Easement

Dated

28 August 2006

Page

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of

23

Pages

(Continue in additional Annexure Schedule, if required.)

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

I, Joanna May Schmetz of Queenstown Administration Manager **HEREBY CERTIFY:**

1. THAT by Deed dated the 27th day of June 2006 ("the Deed"), a copy of which was deposited in the Otago Land Registry Office, under number 6929597.2, I was appointed the lawful attorney of **JACKS POINT RESIDENTS & OWNERS ASSOCIATION INCORPORATED** ("the Society") as Grantor, on the terms and subject to the conditions set out in the Deed.

2. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the commencement of liquidation of the Society, or otherwise.

SIGNED by: Joanna May Schmetz (name)

J Schmetz (signature)

at Queenstown this 28<sup>th</sup> day of August 2006

SIGNED in my presence:

Sswale  
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

**Sarah Louise Swale**  
**Legal Executive**  
**Queenstown**

Occupation:

Address:

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.

JS

SS

**Annexure Schedule**



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

Easement

Dated

26 August 2006

Page

21

of

23

Pages

(Continue in additional Annexure Schedule, if required.)

Lifestyles of New Zealand Queenstown Limited as Caveator under Caveat No. 6863718.7 hereby consents to the registration of the within instrument but without prejudice to its rights and powers existing under the said Caveat

Dated this

31

day of

August

2006

Signed by Lifestyles of New Zealand Queenstown Limited as Caveator

Director

Director

SIGNED in my presence:

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Occupation:

Address:

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

**Annexure Schedule**



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

Easement ~~Variation~~

Dated

28 August 2006

Page

22

23

Pages

(Continue in additional Annexure Schedule, if required.)

Westpac Banking Corporation as Mortgagee under Mortgage No. 6128838.3 hereby consents to the registration of the within instrument but without prejudice to its rights and powers existing under the said Mortgage.

Dated this

24th

day of

August

2006

Signed by Westpac Banking Corporation as Mortgagee

by its attorney

GABRIELLE MARK MASON

SIGNED in my presence:

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Occupation:

KIRSTON JANE COX  
BANK OFFICER  
WESTPAC BANKING CORPORATION  
LEGAL SERVICES UNIT  
AUCKLAND

Address:

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.

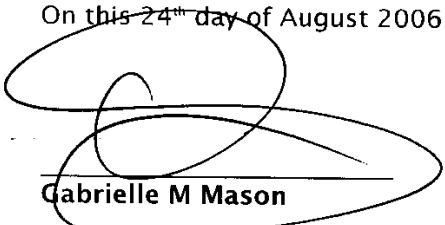
**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, **GABRIELLE MARY MASON** of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 20 October 2003 a copy of which is deposited in the Land Registry Office at Christchurch and there numbered PA 5941731.1 **WESTPAC BANKING CORPORATION** ABN 33 007 457 141, incorporated in Australia (and registered in New South Wales) under the Corporations Act 2001 of Australia and having its principal place of business in New Zealand at 188 Quay Street, Auckland ("Westpac") appointed me its attorney on the terms and subject to the conditions set out in that Deed and the attached document is executed by me under the powers conferred by that Deed.
2. **THAT**, at the date of this certificate I am a Tier Two Attorney for Westpac.
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 Westpac or otherwise.

**SIGNED** at Auckland  
On this ~~24<sup>th</sup>~~ day of August 2006



Gabrielle M Mason



**Annexure Schedule**



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

Easement

Dated

24 August 2006

Page

23

of

23

Pages

(Continue in additional Annexure Schedule, if required.)

Jacks Point Residential Limited as Caveator under Caveat No. 6863718.8 hereby consents to the registration of the within instrument but without prejudice to its rights and powers existing under the said Caveat

Dated this

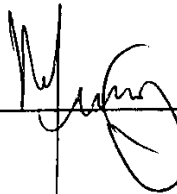
1<sup>st</sup>

day of

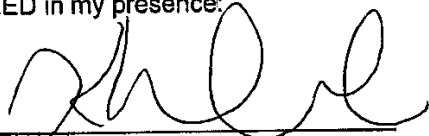
September

2006

Signed by Jacks Point Residential Limited as Caveator

 Director

SIGNED in my presence:



Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Kimberly Windsor

Occupation:

Solicitor  
Friedlander & Co  
Solicitors, Auckland

Address:

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.





16

(12)

**CONO 6929597.12 Conse**

Cpy - 01/01, Pgs - 002, 30/06/06, 11:43



DocID: 110775294

**IN THE MATTER** of Section 221 of the Resource  
Management Act 1991

**AND**

**IN THE MATTER** of an Application for Subdivision  
Consent by JACKS POINT  
LIMITED

---

**CONSENT NOTICE**

---

Certified as correct for the purposes of the Land Transfer Act 1952:

**BACKGROUND**

- A. JACKS POINT LIMITED of Queenstown has applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Certificates of Title OT156346 & OT156347 (Otago Registry) ("the land").
- B. Council has granted consent (RM050573) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the Owner of the land, being those conditions specified in the Operative Part below.

**OPERATIVE PART**

The following conditions pertaining to this Consent Notice are to be registered against the titles of the following allotments: -

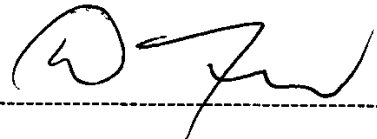
Lots 12 - 28 and 101 - 103 D.P.364700

**CONDITION:**

- a) The use of the lots created by this subdivision shall be for no other purpose than that defined by the Outline Development Plan approved by Council.
- b) No development of buildings shall occur on Lots 14, 21 & 24 until all appropriate infrastructure is built to Council standards.
- c) Lots 27, 101 & 102 shall be private road for the purposes of the Resource Management Act 1991 and the Local Government Act 1974. Said private road will be privately owned and maintained and shall be open to the general public at all times.

Dated this 27<sup>th</sup> day of JUNE 2006

SIGNED for and on behalf  
Of the QUEENSTOWN LAKES  
DISTRICT COUNCIL by its  
Principal Administrative Officer



\_\_\_\_\_

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 7392788.1 Easement**

Cpy - 01/03, Pgs - 010, 28/05/07, 14:16



DocID: 212001838

Grantor

Surname(s) must be underlined or in CAPITALS.

**JACKS POINT VILLAGE LIMITED**

Grantee

Surname(s) must be underlined or in CAPITALS.

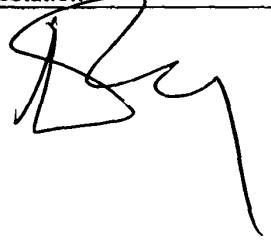
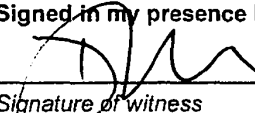
**JACKS POINT LIMITED**

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

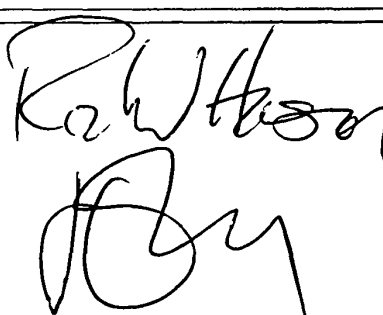

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or **creates** the covenant(s) set out in Schedule A, with the rights and powers or provisions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

Dated this 17<sup>th</sup> day of May 2007

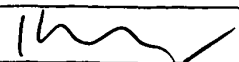
Attestation

	<b>Signed in my presence by the Grantor</b>  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>DUANE TERAN</u> Occupation <u>LANDSCAPE ARCHITECT</u> Address <u>ALLIEMOUNT</u>
Signature [common seal] of Grantor	

	<b>Signed in my presence by the Grantee</b>  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantee	

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.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

**Annexure Schedule 1**

Easement instrument

Dated

17-5-07

Page

1

of

1

pages

**Schedule A**

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenants as details in Annexure Schedule 2	Lot 14 DP 364700 (CT 262754)	Lot 14 DP 364700 (CT 262754)	Lot 12 DP 364700 (CT 262752) and Lots 15, 17-19 DP 364700 (CT 262755) <i>[Signature]</i>

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

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

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

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

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

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

**Covenant provisions**

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

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

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

~~[Annexure Schedule 2].~~

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

*[Handwritten signatures and initials]*

## Annexure Schedule 2

### CONTINUATION OF COVENANT PROVISIONS

#### Background

- A. The Grantor is registered as proprietor of the Servient Tenement.
- B. The Grantee is registered as proprietor of the Dominant Tenement.
- C. The Grantee wishes to ensure that certain parts of Jacks Point are developed and administered in a co-ordinated and harmonious manner and to conserve and enhance the character, value and amenity values of Jacks Point ("**the Scheme**").
- D. As part of the Scheme, the Grantor and the Grantee have agreed that the Servient Tenement shall be subject to the covenants set out in this Instrument.

#### Operative Part

##### 1. INTERPRETATION

##### 1.1 In this Instrument unless the context otherwise requires:

"**Covenants**" means the covenants set out in this Instrument.

"**Developer**" means Jacks Point Limited promoting or carrying out the development (including maintenance) of Jacks Point, including any:

- a. Related Entity of Jacks Point Limited that undertakes any part of the development or maintenance of Jacks Point and/or:
- b. Any assignee and/or successor in title whether in whole or in part or parts of Jacks Point, that continues the promotion and carrying out of such development, and is nominated in writing as such by Jacks Point Limited.

"**Dominant Tenement**" means the land described in Annexure Schedule 1 as the dominant tenement which has the benefit of the Covenants.

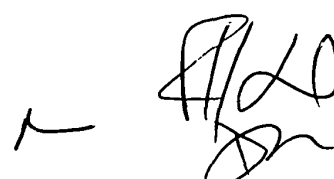
"**Grantee**" means the registered proprietor/s of the Dominant Tenement from time to time.

"**Grantor**" means the registered proprietor/s of the Servient Tenement from time to time.

"**Instrument**" means the front page of this instrument, Annexure Schedule 1, & Annexure Schedule 2.

"**Jacks Point**" means the integrated residential and commercial development undertaken by the Developer and its associated and/or subsidiary companies on the Jacks Point Land including but not limited to recreational facilities, hotel/lodge, dwellings, commercial development, roading, lakes, open spaces, walkways, car parking, golf course and associated infrastructure.

"**Jacks Point Land**" means the land which comprises Lot 1 DP 337993 certificate of title 156346 and Lots 2 and Lot 5 DP 337993 and Lot 5 DP 26261 certificate of title

Handwritten signature and initials in the bottom right corner of the page.

156347 (Otago Registry) but excludes Lot 13 DP364700, certificate of title OT262753.

**"Related Party"** in relation to a person means:

- a. Any holding company of the person; or
- b. Any person that is an associated person (as defined by the Securities Act 1978) or subsidiary of that holding company or of the person.

**"Servient Tenement"** means the land described in Annexure Schedule 1 as the servient tenement which is subject to the Covenants.

1.2 For the avoidance of doubt:

- a. Words importing the singular number include the plural and vice versa.
- b. 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.
- c. This Instrument binds and benefits the parties and their heirs, executors, successors and assigns in perpetuity and also any lessee or occupier of the Servient Tenement and the Dominant Tenement.

2. COVENANTS RELATING TO THE SERVIENT TENEMENT

2.1 The Grantor covenants and agrees

- a. that it will, when called upon to do so by the Developer, grant such service easements as are reasonably required by the Developer to provide services (which shall include (without limitation) conveyance of telecommunications, computer media, gas, electricity and water, and drainage of water and (treated) sewage), to Jacks Point;
- b. allow the Developer to construct and complete the proposed private road that will run along on the eastern boundary of the Servient Tenement (being the proposed road connecting the existing private road lot being Lot 100 DP 359052 with Lot 101 DP 364700) and either:
  - i. permit and procure its transfer to Jacks Point Residents and Owners Association Incorporated without encumbrance, when called upon to do so by the Developer; or
  - ii. grant an easement in gross for right of way (vehicular and pedestrian) over that proposed roading area in favour of Queenstown Lakes District Council (on Council's standard easement terms for rights of way), when called upon to do so by the Developer;
- c. abide by the agreement between the Developer and Jacks Point Village Limited in respect of that area of land (being approximately 3589 square metres in the southwestern corner of the Servient Tenement, and known as the Clubhouse site) shown on the attached plan, being an agreement to hold that land on trust for the Developer until such time as the Developer is able to procure a boundary adjustment and amalgamate the Clubhouse site land with Lot 15 DP 364700;
- d. agrees that if the Grantee so requires, that the Grantor will:
  - i. execute a surrender of this instrument ("Surrender Instrument"), such Surrender Instrument to be provided by the Grantee;

Handwritten signature and initials in the bottom right corner of the page.

- ii. contemporaneously execute an instrument ("Replacement Instrument") also to be provided by the Grantee which grants in favour of a landowner that has been nominated by the Grantee, a replacement land covenant instrument on the same terms as this instrument except for the dominant tenement and grantee entity;
- iii. will procure the consents of any chargeholder and/or caveator required for the registration of the Replacement Instrument, and return the Surrender Instrument, Replacement Instrument and consent/s (if any) to the Grantee within 15 working days of receiving the Surrender Instrument and the Replacement Instrument from the Grantee.

**3. GENERAL COVENANTS**

**3.1 The Grantor covenants and agrees:**

- a. to observe and perform all the Covenants at all times; and
- b. that the Covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement.

**3.2 The Grantor covenants and agrees:**

- a. To pay the Grantee's legal costs (as between solicitor and client) of and incidental to the enforcement of the Grantee's rights, remedies and powers under this Instrument.
- b. To indemnify the Grantee against all claims and proceedings arising out of a breach by the Grantor of any of its obligations under this Instrument.
- c. To pay the Grantee interest on all amounts due by the Grantor to the Grantee at the rate of 12% per annum from the date of demand until paid.

**4. NOTICE**

- 4.1 Any notice required to be served on any party shall be in writing and in accordance with the Property Law Act 1952.

**5. LIABILITY**

- 5.1 Without prejudice to the Grantee's other rights, this Instrument binds the Grantor's successors in title so that contemporaneously with the acquisition of any interest in the Servient Tenement all such successors in title become bound to comply with this Instrument.

**6. SEVERABILITY**

- 6.1 If any of the provisions of this Instrument is judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument.

Handwritten signatures and initials in the bottom right corner of the page. There are two distinct signatures, one appearing to be 'RHP' and another 'K' followed by a flourish.



**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



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

**Mortgage**

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

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**FORTRESS CREDIT CORPORATION  
(AUSTRALIA) II PTY LIMITED**

**Mortgagee under Mortgage No. 7369704.1**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

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

[section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_]


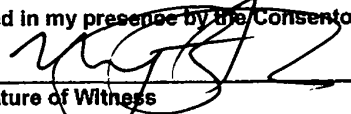

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**the registration of the attached instrument.**

Dated this **18<sup>th</sup>** day of **May 2007**

**Attestation**

	Signed in my presence by the Consentor 
	Signature of Witness 
	Witness to complete in BLOCK letters (unless legibly printed) Witness name <b>NICHOLAS SLACK</b> Occupation <b>LAWYER</b> Address <b>c/o Level 43, 50 Bridge Street</b> <b>Sydney</b>
Signature of Consentor	

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

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

I, **DAVID KELLEHER**, of Sydney, New South Wales, Australia, certify:

1. **THAT** under and by virtue of a certain Power of Attorney dated 15 February 2007 (the "Power of Attorney"), **FORTRESS CREDIT CORPORATION (AUSTRALIA) II PTY LIMITED (ACN 114 6244 958)** appointed me its attorney on the terms and subject to the conditions set out in the Power of Attorney; and
2. **THAT** at the date of this certificate I have not received any notice or information of the revocation of my appointment.

**DATED** at Sydney this

*18*

day of

*May*

2007



David Kelleher

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)

Insert type of instrument  
"Caveat", "Mortgage" etc**Mortgage**Page **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**WESTPAC BANKING CORPORATION**  
**WESTPAC NEW ZEALAND LIMITED****Mortgagee under Mortgage No.**  
**~~6120038-3~~ 7369610.3****Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

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

{section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_}

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

the Consentor hereby consents to:

**the registration of the attached instrument.**Dated this 18<sup>th</sup> day of May 2007.**Attestation**Signed by WESTPAC NEW ZEALAND  
LIMITED by its attorney

  
GABRIELLE MARY MASON

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

KIRSTON JANE COX  
BANK OFFICER  
WESTPAC NEW ZEALAND LIMITED  
LEGAL SERVICES UNIT  
AUCKLAND

Occupation

Address

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

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

I, **GABRIELLE MARY MASON**, of Auckland in New Zealand, Bank Officer

**HEREBY CERTIFY -**

1. **THAT** by Deed dated 6 September 2006, a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date of this certificate I am a Tier Two Attorney for Westpac New Zealand Limited.
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 **Westpac New Zealand Limited** or otherwise

**SIGNED at Auckland**

On this *18<sup>th</sup>* day of *May* 2007

  
\_\_\_\_\_  
**Gabrielle Mary Mason**

Landonline User ID: buddlefw

LOGGING FIRM: Buddle Findlay

Address: c/- Midtown Agency Services Ltd

DX SP20201

Wellington

Uplifting Box Number: \_\_\_\_\_

ASSOCIATED FIRM: \_\_\_\_\_

Client Code / Ref: \_\_\_\_\_

NMS EQU00715

HEREWITH

Survey Plan (#) \_\_\_\_\_

Title Plan (#) \_\_\_\_\_

Traverse Sheets (#) \_\_\_\_\_

Field Notes (#) \_\_\_\_\_

Calc Sheets (#) \_\_\_\_\_

Survey Report \_\_\_\_\_

Dealing / SUD Number:  
(LINZ Use only)

Thorny Barocurrence Stamp  
(LINZ use only)

**EI 7392788.1 Easemen**

Copy - 02/03, Pgs - 010, 28/05/07, 14:16

**Copies**

(inc. original)

DocID 212001838

Other (state) \_\_\_\_\_

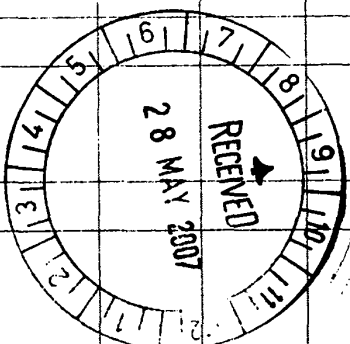
Rejected Dealing Number \_\_\_\_\_

Plan Number Pre-Allocated or  
to be Deposited \_\_\_\_\_

Priority Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTIPLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	262752 262794 735	EI 6	Jacks Point Village Ltd to Jacks Point Ltd	50.00	3 54 \$2						\$52.00 02
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)



**CREDIT**

Subtotal (for this page) **\$54.00**

Total for this dealing **\$54.00**

Less Fees paid on Dealing # **✓**

Debit my Account for

**\$54.00**  
**\$32.00**

Fees Receipt and Tax Invoice

GST Registered Number 17-022-695

LINZ Form P005

LINZ Form P005 - PDF

# View Instrument Details



**Instrument No** 12714861.8  
**Status** Registered  
**Date & Time Lodged** 08 May 2023 16:12  
**Lodged By** Hall, Ainsleigh Barbara  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
555575	Otago
810020	Otago

**Annexure Schedule** Contains 4 Pages.

## Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Caveator under Caveat 12551676.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

I certify that the Caveator under Caveat 12557138.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

## Signature

Signed by Brandon John Cullen as Covenantor Representative on 28/04/2023 01:24 PM

## Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Xiang Ying Heei as Covenantee Representative on 04/05/2023 02:18 PM

\*\*\* End of Report \*\*\*

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Homestead Bay Trustees Limited

Covenantee

RCL Henley Downs Limited

Grant of Covenant

**The Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) 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 of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	N/A	810020	555575

**Covenant rights and powers (including terms, covenants and conditions)**

**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:

Annexure Schedule 1



**Annexure Schedule 1**

1. For the purposes of this Instrument:
  - (a) "Agreement" means the agreement for sale and purchase of the Property dated 22 July 2022 between Lot 8 LP and RCL Henley Downs Limited.
  - (b) "Covenantee" means the Covenantee named on the first page of this Instrument and includes its successors in title and any registered proprietor from time to time of the Property and any tenant or occupier of the Property.
  - (c) "Covenantor" means the Covenantor named on the first page of this Instrument and includes its successors in title and any registered proprietor from time to time of the Burdened Land and any tenant or occupier of the Burdened Land.
  - (d) "Instrument" means this easement instrument and includes the schedules and any annexure.
  - (e) "Lodge any Submission" means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not) directly or indirectly lodge or support in any way any objection or submission to any Lot 8 Scheme Plans and includes (without limitation) taking part in opposition or as an affected party to any planning hearing or appeal arising in respect of any Lot 8 Scheme Plan as the case may be, whether as a party or otherwise.
  - (f) "Lot 8 Scheme Plan" means any designation, application, resource consent application, or change or variation to the QLDC District Plan for any scheme plan proposed by the Covenantee for residential lots, town houses and low rise medium density subdivision and development on the Benefited Land and/or any neighbourhood retail, education and community support facilities of whatever nature.
  - (g) "Property" means that parcel of land subject to this Instrument being the land described as the "Benefited Land" on the first page of this Instrument.
  - (h) "QLDC" means the Queenstown Lakes District Council.
  - (i) "Stakeholders Deed" means the deed dated 29 August 2003 relating to development in the Jacks Point Zone of which the covenantor and the covenantee are parties through succession of ownership.
  - (j) "Tripartite Agreement" means the agreement dated 29 August 2003 relating to development of the Jacks Point Zone of which the Covenantee and Covenantor are parties through succession of ownership.
2. The Covenantor, either personally or through any agent or employee, will not at any time:
  - (a) Lodge any submission to any Lot 8 Scheme Plan lodged by or with approval of the registered proprietor of the Benefited Land and will provide affected person's approval under the Resource Management Act 1991 in respect of any such Lot 8 Scheme Plan.
  - (b) Make any demand for damages, costs or expenses, bring any legal action in nuisance or any other action in law or allege any liability arising out of or in connection with any activity arising out of or contemplated by any such Lot 8 Scheme Plan.
  - (c) Do or permit to be done any act, matter or thing intended to restrict or inhibit or which may have the effect of restricting or inhibiting any activity arising out of or contemplated by any such Lot 8 Scheme Plan.
  - (d) Object to, nor support, finance, encourage or contribute to any submission in opposition to any Lot 8 Scheme Plan on any part of the Benefiting Land or on any land subject to the terms of the Tripartite Agreement or the Stakeholders Deed ("Jacks Point Zone").

- (e) Object to, nor support, finance, encourage or contribute to any submission in opposition to the use (and any sale, subdivision or lease of the and to facilitate the same) of the airstrip on the balance of the Jacks Point Zone or on any neighbouring land including but not limited to the Benefitting Land for aircraft operations associated with commercial skydiving activities.
  - (f) Aid, abet, counsel or procure any other person or entity to exercise any of the actions restricted by clauses 2(a) to (e) above.
- 3. In the event that any part of the Burdened Land is to vest or dedicate as road or reserve in a relevant Authority, then the following provision will apply in respect of that part of the Burdened Land to vest or dedicate:
  - (a) For the purposes of section 224(b)(i) of the Resource Management Act 1991, the Covenantee is deemed to have consented to the deposit of any survey plan with Land Information New Zealand by the Covenantor in respect of the vesting or dedicating of any part of the Burdened Land as road or reserve;
  - (b) This Instrument shall cease to apply in respect of that part of the Burdened Land that is vested or dedicated as road or reserve with effect on and from the date of deposit of the relevant survey plan.
  - (c) If it is determined that further written consent is required from the Covenantee in respect of any vesting or dedication then the Covenantee will immediately, at the request of the Covenantor, give that written consent and do all things necessary to procure the provision of consent by any other affected or interested parties.

# View Instrument Details



**Instrument No** 12714861.9  
**Status** Registered  
**Date & Time Lodged** 08 May 2023 16:12  
**Lodged By** Hall, Ainsleigh Barbara  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
555575	Otago
810020	Otago

**Annexure Schedule** Contains 4 Pages.

## Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 ☒

Caveat 12551676.1 does not apply to the estate or interest affected by this transaction ☒

Caveat 12557138.1 does not apply to the estate or interest affected by this transaction ☒

## Signature

Signed by Xiang Ying Heei as Covenantor Representative on 04/05/2023 02:18 PM

## Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Brandon John Cullen as Covenantee Representative on 28/04/2023 01:24 PM

\*\*\* End of Report \*\*\*

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

RCL Henley Downs Limited

Covenantee

Homestead Bay Trustees Limited

Grant of Covenant

**The Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) 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 of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	N/A	555575	810020

**Covenant rights and powers (including terms, covenants and conditions)**

**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:

Annexure Schedule 1

**Annexure Schedule 1**

1. For the purposes of this Instrument:
  - (a) "Agreement" means the agreement for sale and purchase of the Property dated 22 July 2022 between Lot 8 LP and RCL Henley Downs Limited.
  - (b) "Covenantee" means the Covenantee named on the first page of this Instrument and includes its successors in title and any registered proprietor from time to time of the Property and any tenant or occupier of the Property.
  - (c) "Covenantor" means the Covenantor named on the first page of this Instrument and includes its successors in title and any registered proprietor from time to time of the Burdened Land and any tenant or occupier of the Burdened Land.
  - (d) "Instrument" means this easement instrument and includes the schedules and any annexure.
  - (e) "Lodge any Submission" means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not) directly or indirectly lodge or support in any way any objection or submission to any Lot 13 Scheme Plans and includes (without limitation) taking part in opposition or as an affected party to any planning hearing or appeal arising in respect of any Lot 13 Scheme Plan as the case may be, whether as a party or otherwise.
  - (f) "Lot 13 Scheme Plan" means any designation, application, resource consent application, or change or variation to the QLDC District Plan for any scheme plan proposed by the Covenantee for residential lots, town houses and low rise medium density subdivision and development on the Benefited Land and/or any neighbourhood retail, education and community support facilities of whatever nature.
  - (g) "Property" means that parcel of land subject to this Instrument being the land described as the "Benefited Land" on the first page of this Instrument.
  - (h) "QLDC" means the Queenstown Lakes District Council.
  - (i) "Stakeholders Deed" means the deed dated 29 August 2003 relating to development in the Jacks Point Zone of which the covenantor and the covenantee are parties through succession of ownership.
  - (j) "Tripartite Agreement" means the agreement dated 29 August 2003 relating to development of the Jacks Point Zone of which the Covenantee and Covenantor are parties through succession of ownership.
2. The Covenantor, either personally or through any agent or employee, will not at any time:
  - (a) Lodge any submission to any Lot 13 Scheme Plan lodged by or with approval of the registered proprietor of the Benefited Land and will provide affected person's approval under the Resource Management Act 1991 in respect of any such Lot 13 Scheme Plan.
  - (b) Make any demand for damages, costs or expenses, bring any legal action in nuisance or any other action in law or allege any liability arising out of or in connection with any activity arising out of or contemplated by any such Lot 13 Scheme Plan.
  - (c) Do or permit to be done any act, matter or thing intended to restrict or inhibit or which may have the effect of restricting or inhibiting any activity arising out of or contemplated by any such Lot 13 Scheme Plan.
  - (d) Object to, nor support, finance, encourage or contribute to any submission in opposition to any Lot 13 Scheme Plan on any part of the Benefitting Land or on any land subject to the terms of the Tripartite Agreement or the Stakeholders Deed ("Jacks Point Zone").

- (e) Object to, nor support, finance, encourage or contribute to any submission in opposition to the use (and any sale, subdivision or lease of the and to facilitate the same) of the airstrip on the balance of the Jacks Point Zone or on any neighbouring land including but not limited to Lot 8 DP443832 for aircraft operations associated with commercial skydiving activities.
  - (f) Aid, abet, counsel or procure any other person or entity to exercise any of the actions restricted by clauses 2(a) to (e) above.
- 3. In the event that any part of the Burdened Land is to vest or dedicate as road or reserve in a relevant Authority, then the following provision will apply in respect of that part of the Burdened Land to vest or dedicate:
  - (a) For the purposes of section 224(b)(i) of the Resource Management Act 1991, the Covenantor is deemed to have consented to the deposit of any survey plan with Land Information New Zealand by the Covenantor in respect of the vesting or dedicating of any part of the Burdened Land as road or reserve;
  - (b) This Instrument shall cease to apply in respect of that part of the Burdened Land that is vested or dedicated as road or reserve with effect on and from the date of deposit of the relevant survey plan.
  - (c) If it is determined that further written consent is required from the Covenantor in respect of any vesting or dedication then the Covenantor will immediately, at the request of the Covenantor, give that written consent and do all things necessary to procure the provision of consent by any other affected or interested parties.