



View Instrument Details

Instrument Type	Transfer
Instrument No	11236396.3
Status	Registered
Date & Time Lodged	28 September 2018 14:19
Lodged By	Stokes, Catherine Maree

Affected Computer Registers	Land District
831366	Nelson

Transferors

Mike Greer Homes Nelson Limited

Transferees

Brian Keith Russell, Nicole Russell and John Mervyn Russell

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Megan Jane Gregson as Transferor Representative on 27/09/2018 02:44 PM

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Stephen Matthew Cameron Temm as Transferee Representative on 27/09/2018 02:30 PM

*** End of Report ***



View Instrument Details

Instrument No 11236396.2
Status Registered
Date & Time Lodged 28 September 2018 14:19
Lodged By Stokes, Catherine Maree
Instrument Type Encumbrance



Affected Computer Registers	Land District
831366	Nelson

Annexure Schedule: Contains 10 Pages.

Encumbrancer Certifications

I certify that I have the authority to act for the Encumbrancer 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 Megan Jane Gregson as Encumbrancer Representative on 27/09/2018 02:44 PM

Encumbrancee Certifications

I certify that I have the authority to act for the Encumbrancee 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 Clare Frances North as Encumbrancee Representative on 21/09/2018 09:07 AM

*** End of Report ***

Encumbrance instrument

(Section 101 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
831366	All	

Encumbrancer
 Mike Greer Homes Nelson Limited

Encumbrancee
 Stoke Valley Holdings Limited

Estate or interest to be encumbered *Insert e.g. Fee simple; Leasehold in Lease No. etc.*
 Fee simple

Encumbrance Memorandum Number
 N/A

Nature of security *State whether sum of money, annuity or rentcharge and amount*
 \$1.00

-
- Encumbrance *Delete words in [], as appropriate*

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the [above Encumbrance Memorandum] [Annexure Schedule(s)] and so as to incorporate in this Encumbrance the terms and other provisions set out in the [above Encumbrance Memorandum] [and] [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Terms

- 1 Length of term – 30 years from the date of registration of this Instrument
- 2 Payment date(s) – The date of signing of this Instrument and the date of any demand whichever is applicable
- 3 Rate(s) of interest -Nil
- 4 Event(s) in which the sum, annuity or rentcharge becomes payable – If demanded
- 5 Event(s) in which the sum, annuity or rentcharge ceases to be payable – On the termination of the within covenants

3. Covenants and conditions *Continue in Annexure Schedule(s), if required*

Per Annexure Schedule attached

a.

4. Modification of statutory provisions *Continue in Annexure Schedule(s), if required*

No Modification

Annexure Schedule I

Encumbrance

Dated

DEFINITIONS:

For the purposes of these covenants:

- The Grantor is the individual lot owner.
- SVHL shall mean Stoke Valley Holdings Limited or the ultimate developer of the Village Development subdivision or their nominee to the intent that the ultimate developer, whether SVHL or otherwise, will have the rights to give approvals pursuant to these covenants and/or enforce covenants.
- Reference to any Lot refers to a Lot on Deposited Plan 521638.
- Reference to "designated building area(s)" means those areas shown on plans prepared by Nelson Consulting Engineers including NCE Plan 04018.13 dated 26 June 2018 or such other geotechnical engineers as may be engaged by SVHL.

COVENANTS:

- A. 1) The Grantor shall commence building the dwelling no later than three (3) years after the date the lot is transferred by SVHL and thereafter shall not allow construction of any building to be delayed so that substantial progress is not made for any period exceeding 3 months, and the Grantor shall ensure that completion of construction is carried out within 12 months of laying down the foundations for any building and that all works (such as fencing, landscaping and a driveway for vehicle access to be completed in a permanent continuous surfacing of concrete, concrete block, brick paving or asphalt) are completed in a proper and tradesman like manner within 24 months of laying down the foundations. "Landscaping" shall mean the setting out and planting of gardens and laying of lawns to the intent that no extensive bare patches of soil or cut earth remain exposed.
- 2) The Grantor shall not subdivide any of the allotments (and for the purposes of this clause, "subdivide" shall have the same meaning given to the expression "subdivision of land" in section 218 of the Resource Management Act 1991) provided that any boundary adjustment that does not create or lead to the creation of a separate building site or reduce any lot to less than 600m² in size, shall not be a subdivision.
- 3) The Grantor shall not (unless permitted by the proviso to this clause) use nor permit the use of the property for other than private residential purposes to the intent that such property shall not be used for institutional residential purposes or as a hostel, lodge or boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or local government agencies or public or private health or education sector agencies. This clause however shall not prevent the

property being used for show home purposes (for a period of no more than two (2) years) or for home based employment by the occupier provided consent for such use has been given by Council but does preclude the property being used for tourist accommodation including Bed and Breakfast type accommodation.

- B. The Grantor shall not erect or permit to be erected or placed on any lot:
- 1) any building or structure unless the building plans, sections and elevations and specifications, including materials and colours, have been approved in writing by SVHL as to compliance with the covenants provided further that should SVHL fail to approve or disapprove of such plans and specifications within 20 working days of receipt of the same then it shall be deemed to have consented to the same and further provided that such plans and specifications shall be submitted and approved prior to being lodged for building consent with the local authority;
 - 2) any building or structure other than a single family dwelling and accessory buildings (as defined as "a dwelling unit" in the Local Government Act);
 - 3) any dwelling with a floor area of less than 130m² provided that for Lots 44-46 inclusive, any single storey dwelling must have a floor area of not less than 160m² and any two storey dwelling must have a ground floor area of not less than 100m² and upper floor area of not less than 60m² (such measurements all excluding garages, patios, balconies and verandahs);
 - 4) any building or structure which, in the sole opinion of SVHL, is of a radically unconventional design or which presents an overly simple or box-like appearance when viewed from the street;
 - 5) any pre-used building or structure or any building or structure which uses pre-used material, without the written approval of SVHL;
 - 6) any kit set home, "A" frame home or home relocated to the site, whether new or used;
 - 7) any outbuilding unless built from the same materials as the dwelling, finished with the same colour range as the dwelling and kept in a tidy and neat standard commensurate with the general standards of the subdivision;
 - 8) any building or structure in respect of which a building consent permits temporary occupation of such building or structure, and the Transferee shall not permit any caravan, bus or vehicle to be kept on the Lot for temporary or permanent occupation;
 - 9) any building or structure with exposed pole construction or exposed sub floor or basement area;
 - 10) any dwelling that has less than 15m² of decking;
 - 11) any dwelling that has less than 12m² of pergola space,

- 12) any pergola unless it is made of natural material and is aesthetically integrated with the dwelling;
- 13) any fence, hedge, auxiliary or garden wall (including any garden or lateral boundary structure) which:
 - a) if it is within six (6) metres of any road or right of way, is higher than one (1) metre;
 - b) if it is along or within the boundaries of the designated building area, is higher than 1.8 metres and is not aesthetically integrated with the dwelling; and
 - c) if it is beyond the boundaries of the designed building area, is anything other than a post-and-two-rail fence no higher than 1.2 metres and stained in Resene "Grey-Green" woodstain so as to be unobtrusive and to visually blend with the planted areas of the lot. Such post-and-rail fence may include wire or plastic netting between the rails provided that such fence and netting are screened by adequate plantings.
- 14) any accessory building, carport, decking or roof overhang unless aesthetically integrated with the design of the dwelling and approved in writing by SVHL;
- 15) any attachment to any building or structure (including but not limited to television aerials, solar hot water panels and satellite dishes) unless discreetly integrated with the design of such building or structure and not easily visible from any road thoroughfare or neighbouring property. Whilst it is accepted that satellite dishes will have to be specifically located for receiving signals, reasonable care should be taken to avoid to locating such dishes in a prominent position;
- 16) any driveway path or external paved area unless grey or earth coloured;
- 17) any main roof structure where the pitch is less than 32 degrees or more than 55 degrees (provided that this restriction shall not apply to Lots 44-46 inclusive);
- 18) any roof constructed of material other than factory prepainted long run metal, slate tiles or artificial slate tiles or factory finished metal imitation shake tiles the profile and finish of which are approved by SVHL;
- 19) any roof unless coloured:

Mollusc CWN008;
Grey Friars CWN003;
Iron sand CWN004;
Windsor Grey (Colour Cote);
Slate (Colour Cote); or
Grey Flannel (Colour Cote),

or any other colour of the same tone and intensity and grey colour group as the colours listed above and approved in writing by SVHL;
- 20) any dormer window unless gable ended or hipped;

- 21) any chimney or flue unless constructed with the same materials as the walls or approved in writing by SVHL. It is accepted that metal caps on flues is not a breach of this covenant;
- 22) any guttering that does not match the roof or is not of a shade darker than the roof (except copper coloured);
- 23) any down pipe that does not match the guttering or walls (except copper coloured);
- 24) any fascia, bargeboard, windows, doors and/or associated frames unless aesthetically integrated with the design and colours of the rest of the building or structure;
- 25) any dwelling, on Lots of less than 480m², with less than three major gabled ends and on Lots of 480m² or more, with less than four major gabled ends (provided that nothing in this restriction shall apply to Lots 44-46 inclusive);
- 26) in respect to materials, any building or structure that has exterior walls other than smooth plaster finished, real or artificial stone, timber weatherboard or James Hardie Linea Weatherboard or Stria, Hebel, factory finished corrugated iron (provided that no more than 40% of the exterior wall surface is finished in this material), painted flush pointed brick or smooth finished flush pointed concrete block;
- 27) in respect of colouring, any building or structure unless finished externally of natural stone, natural unpainted timber, or unpainted concrete block (in the case of unpainted concrete block such block is to be a limestone colour with identical coloured pointing and approved in writing by SVHL) or finished in one of the following paint colours:

Alabaster 8.5GR12;
Bianca 10YO09;
Coconut Cream 7YO08;
Black White 9BO30;
Sea Fog 8BO35;
Black Haze 8BO40;
Vista White 8BO40;
Joanna 7.5GO07;
Soapstone 9BO60;
Rice Cake 10YO07;
Travertine 7.5YO09;
Merino 8GO10;
Blanc 8BO25;
Parchment 7BO023;
Acropolis (1/2 Tea) 6.5BO35;
Sisal 6.5BO26;
Biscotti 7BO26;
Quarter pearl Lusta 10YO22;
Half Pearl Lusta 9YO22;
Pearl Lusta 8YO22;
Double Pearl Lusta 7.5YO22;
Quarter Spanish White 10YO25;
Half Spanish White 8YO25;

Double Spanish White 7YO25;
Solitaire 9BO60; or
Dutch White 7YO37,

or any other colour of the same tone and intensity and neutral colour group as the colours listed above and approved in writing by SVHL;

- 28) any building or structure with windows, window frames or door frames which have openings other than predominantly vertically orientated provided that SVHL may approve horizontal placement of some windows if such placement is consistent with good architectural design principles and does not detract from the quality and integrity of the subdivision, such approval being at the sole discretion of SVHL;
- 29) any window in a wall (other than a weatherboard wall) that does not have a window sill and external reveals of at least 60 millimetres;
- 30) any window in a wall (other than a weatherboard wall) where the window is mounted flush with the adjacent external wall surface or any window in a weatherboard wall where the surrounding detail panel is less than 100 millimetres in width;
- 31) any external window that contains tinted glazing or has a reflective finish;
- 32) any clothesline or gas bottles in such a way or location as to be visible from any road in the subdivision, or construct any letterbox, garden feature, structure, gate or gatepost which is not aesthetically integrated with the architecture of the dwelling or which has not been approved in writing by SVHL. For the avoidance of doubt no commercial signs shall be permitted to be displayed (except signage approved in writing by SVHL and relating solely to the use of the property for a show home).

All the above covenants shall extend to the alteration of any building or structure.

C. The Grantor shall not:

- 1) use the land, or allow the land or buildings to deteriorate, in any way which detrimentally affects the amenity of the neighbourhood (including permitting noise to escape which is likely to cause offence to any other occupiers in the subdivision).
- 2) hinder, object to, refuse to provide consent, or in any other manner unreasonably obstruct or delay any other lot owner in the subdivision from obtaining any resource, building or land-use consent reasonably required by such owner to undertake construction, development, landscaping, alterations or planting on the owners land which is generally in accordance with or does not breach these covenants or does not otherwise unreasonably impact upon the Grantor's use and enjoyment of its land.
- 3) allow the grounds to become littered, overgrown or unsightly to the intent that the grounds shall be maintained and landscaped in a tidy manner (including not allowing grass to grow to a height greater than 150mm). During the period of construction, construction and

landscaping material shall be neatly stored on site and off cuts, waste and packaging shall be regularly removed. At the end of construction all building material and equipment must be removed from the site forthwith.

- 4) damage the landscaping, roading, kerbs, footpaths, berm, concrete or other structures in the subdivision including damage arising from the Grantors or their agents, contractors, employees and invitees direct or indirect use of the land and in any such cases the Grantor shall reinstate to the satisfaction of SVHL if required and shall be responsible for all costs arising from such damage.
- 5) carry out landscaping on the adjacent local authority owned road frontage other than in accordance with any landscaping plan prepared by SVHL. The Grantor shall keep and maintain such local authority owned road frontage in a neat and tidy condition.
- 6) bring onto or allow to remain on the land or on any road or thoroughfare of the subdivision any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or sufficiently screened from any road, right of way or access lot adjacent to the lot and from neighbouring land so as to preserve the amenity of the neighbourhood (other than during the period of construction on the property).
- 7) together with their tenants and invitees allow any dog that is brought onto or kept on the lot to roam free.
- 8) keep any livestock or animals on the lot other than household domestic pets for household domestic purposes (and the term "household domestic pets" does not include livestock such as pigs, goats, horses, sheep, chickens, roosters, pigeons, peacocks or any animal which may cause a nuisance).

In particular, and without limited the foregoing, the Grantor shall not keep on the lot any dog which is generally recognized as being a breed (whether purebred or not) which may cause a risk to other lot owners (e.g. Pit Bull terrier, Rottweiler and Doberman Pinscher).

- D.
- 1) The Grantor shall not, either directly or indirectly (including as a party, promoter, facilitator or financier) remove, damage or destroy or allow to be removed, damaged or destroyed any tree or planting shown on the Deposited Plan or on any Tree or Slope Stability Plan without the written approval of SVHL (which approval may be withheld at SVHL's sole discretion).
 - 2) The Grantor shall not, either directly or indirectly (including as a party, promoter, facilitator or financier), remove, damage or destroy or allow to be removed, damaged or destroyed any trees on any other part of SVHL's development or the adjacent Solitaire Investment Limited development including trees on any land that may vest in the Nelson City Council as Reserve.
 - 3) The Grantor shall pay to SVHL compensation in the sum of \$20,000.00 for each and every breach of this covenant D. Such compensation shall be paid in addition to any costs that SVHL incur in locating and planting

a mature specimen replacement tree of the same variety, if available, or otherwise a tree of SVHL's choice. Such costs incurred to SVHL to be reimbursed to it by the Grantor and failing payment shall be recoverable as a debt. The provisions contained herein shall apply to any replacement tree.

- 4) The Grantor acknowledges that SVHL's contractors shall be entitled to enter on the Servient tenement for the purposes of removing any damaged or destroyed tree and to carry out the planting of a replacement tree.

E. The Grantor acknowledges that:

- 1) SVHL reserves the right to waive or modify any of the above covenants if, in its sole opinion, such waiver or modification does not impinge of the integrity of the subdivision. The Grantor may apply to SVHL to waive or modify any of the above covenants provided that any proposal for the buildings or structures as a whole is substantially in accordance with the covenants. SVHL may, in its sole opinion, refuse the whole or any part of such application without providing reasons.
- 2) SVHL reserves the right to assign its rights to review, approve or consent under any of the covenants to a party of its choice.
- 3) If any covenant contained herein becomes invalid or unenforceable, the remaining covenants shall not be affected by the invalidity or unenforceability of such covenant and such remaining covenants shall remain enforceable to the fullest extent permitted by law.
- 4) SVHL will not be liable because of any action it takes or fails to take or for any default in any building or structure erected on any of the Servient Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Servient and Dominant Lots shall indemnify and keep indemnified SVHL and its legal successors (other than successors in title after registration of a Transfer) from any costs, claims, suits, demands or liabilities or otherwise howsoever arising out of or under or by virtue of this instrument in respect of any lots which have been transferred by SVHL to another registered proprietor.
- 5) If the Grantor or occupier for the time being of any of the Servient Lots breaches any of the covenants the Grantor or occupier shall on written requisition from a Dominant Lot owner forthwith permanently remedy or remove such cause of the breach at the cost of the Grantor or occupier on a full indemnity basis including all fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breach and pay to the Dominant Lot owner who has made such requisition as liquidated damages the sum of \$200.00 per day for every day that such breach or non-observance continues from and after the date 20 working days from the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple proprietors of the Dominant Lot is limited to \$200.00 per day). The liability pursuant to this clause is joint and several as between the Grantor and its occupier or invitee except for breach of Schedule D)

- 6) SVHL will create, in addition to the covenants in this document, a separate Encumbrance document in respect of the same covenants to be registered over the Servient lots, in favour of SVHL.
- 7) The obligation to obtain the approval of SVHL pursuant to the relevant covenants shall not be required after 10 years from the date of registration of the transfer of the Servient Lot by SVHL but this shall not release the Grantor from its obligations to comply with the covenants.
- 8) That for 10 years from the date of registration of this instrument only SVHL may enforce the covenants set out in Schedule 2; A, B, D and E against the owners and/or occupiers for the time being of the relevant Servient Lots to the intent that the owners of the Dominant Lots shall be able to enforce only the covenants in Schedule 2 C for such initial 10 year period AND THEREAFTER (until 30 years from the date of registration of this instrument) SVHL or any other registered proprietor for the time being of the Dominant Lots may enforce all the covenants in Schedule 2 against the owners or occupiers for the time being of the Servient Lots.



View Instrument Details

Instrument Type	Transfer
Instrument No	11236396.1
Status	Registered
Date & Time Lodged	28 September 2018 14:19
Lodged By	Stokes, Catherine Maree

Affected Computer Registers	Land District
831366	Nelson

Transferors

Stoke Valley Holdings Limited

Transferees

Mike Greer Homes Nelson Limited

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Clare Frances North as Transferor Representative on 21/09/2018 09:07 AM

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Megan Jane Gregson as Transferee Representative on 27/09/2018 02:43 PM

*** End of Report ***



View Instrument Details

Instrument No 11139792.10
Status Registered
Date & Time Lodged 22 August 2018 13:38
Lodged By Holden, Sian Rhiannon
Instrument Type Easement Instrument



Affected Computer Registers	Land District
831352	Nelson
831353	Nelson
831354	Nelson
831355	Nelson
831356	Nelson
831357	Nelson
831358	Nelson
831359	Nelson
831360	Nelson
831361	Nelson
831362	Nelson
831363	Nelson
831364	Nelson
831365	Nelson
831366	Nelson
831367	Nelson
831368	Nelson

Annexure Schedule: Contains 8 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Sian Rhiannon Holden as Grantor Representative on 22/08/2018 11:04 AM

Grantee Certifications

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

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

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

Grantee Certifications

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 Sian Rhiannon Holden as Grantee Representative on 22/08/2018 11:05 AM

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

Doc 10

Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

BARCODE

Nelson

Grantor

Surname must be underlined

STOKE VALLEY HOLDINGS LIMITED

Grantee

Surname must be underlined

STOKE VALLEY HOLDINGS LIMITED

Creation of Land Covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A continue in additional Annexure Schedule if required

Purpose (nature and extent) of covenant	Shown (plan reference)	Servient tenement Shown on DP 521638	Dominant tenement Shown on DP 521638
Land Covenant	Annexure Schedule 2	Lots 40 to 56 (inclusive) DP 521638	Lots 40 to 56 (inclusive) DP 521638

Covenant Provisions:

The provisions applying to the specified covenants are those set out in the provisions set out in Annexure Schedule 2

ANNEXURE SCHEDULE 2

LAND COVENANT

DEFINITIONS:

For the purposes of these covenants:

- The Grantor is the individual lot owner.
- SVHL shall mean Stoke Valley Holdings Limited or the ultimate developer of the Village Development subdivision or their nominee to the intent that the ultimate developer, whether SVHL or otherwise, will have the rights to give approvals pursuant to these covenants and/or enforce covenants.
- Reference to any Lot refers to a Lot on Deposited Plan 521638.
- Reference to “designated building area(s)” means those areas shown on plans prepared by Nelson Consulting Engineers including NCE Plan 04018.13 dated 26 June 2018 or such other geotechnical engineers as may be engaged by SVHL.

COVENANTS:

- A. 1) The Grantor shall commence building the dwelling no later than three (3) years after the date the lot is transferred by SVHL and thereafter shall not allow construction of any building to be delayed so that substantial progress is not made for any period exceeding 3 months, and the Grantor shall ensure that completion of construction is carried out within 12 months of laying down the foundations for any building and that all works (such as fencing, landscaping and a driveway for vehicle access to be completed in a permanent continuous surfacing of concrete, concrete block, brick paving or asphalt) are completed in a proper and tradesman like manner within 24 months of laying down the foundations. “Landscaping” shall mean the setting out and planting of gardens and laying of lawns to the intent that no extensive bare patches of soil or cut earth remain exposed.
- 2) The Grantor shall not subdivide any of the allotments (and for the purposes of this clause, “subdivide” shall have the same meaning given to the expression “subdivision of land” in section 218 of the Resource Management Act 1991) provided that any boundary adjustment that does not create or lead to the creation of a separate building site or reduce any lot to less than 600m² in size, shall not be a subdivision.
- 3) The Grantor shall not (unless permitted by the proviso to this clause) use nor permit the use of the property for other than private residential purposes to the intent that such property shall not be used for institutional residential purposes or as a hostel, lodge or boarding house. For the purposes of this clause “institutional residential purposes” shall include the use of the property for housing purposes by central or local government agencies or public or private health or education sector agencies. This clause however shall not prevent the property being used for show home purposes (for a period of no more than two (2) years) or for home based employment by the occupier provided consent for such use has been given by Council but does preclude the property being used for tourist accommodation including Bed and Breakfast type accommodation.
- B. The Grantor shall not erect or permit to be erected or placed on any lot:
- 1) any building or structure unless the building plans, sections and elevations and specifications, including materials and colours, have been approved in writing by SVHL as to compliance with the covenants provided further that should SVHL fail to approve or

disapprove of such plans and specifications within 20 working days of receipt of the same then it shall be deemed to have consented to the same and further provided that such plans and specifications shall be submitted and approved prior to being lodged for building consent with the local authority;

- 2) any building or structure other than a single family dwelling and accessory buildings (as defined as "a dwelling unit" in the Local Government Act);
- 3) any dwelling with a floor area of less than 130m² provided that for Lots 44-46 inclusive, any single storey dwelling must have a floor area of not less than 160m² and any two storey dwelling must have a ground floor area of not less than 100m² and upper floor area of not less than 60m² (such measurements all excluding garages, patios, balconies and verandahs);
- 4) any building or structure which, in the sole opinion of SVHL, is of a radically unconventional design or which presents an overly simple or box-like appearance when viewed from the street;
- 5) any pre-used building or structure or any building or structure which uses pre-used material, without the written approval of SVHL;
- 6) any kit set home, "A" frame home or home relocated to the site, whether new or used;
- 7) any outbuilding unless built from the same materials as the dwelling, finished with the same colour range as the dwelling and kept in a tidy and neat standard commensurate with the general standards of the subdivision;
- 8) any building or structure in respect of which a building consent permits temporary occupation of such building or structure, and the Transferee shall not permit any caravan, bus or vehicle to be kept on the Lot for temporary or permanent occupation;
- 9) any building or structure with exposed pole construction or exposed sub floor or basement area;
- 10) any dwelling that has less than 15m² of decking;
- 11) any dwelling that has less than 12m² of pergola space,
- 12) any pergola unless it is made of natural material and is aesthetically integrated with the dwelling;
- 13) any fence, hedge, auxiliary or garden wall (including any garden or lateral boundary structure) which:
 - a) if it is within six (6) metres of any road or right of way, is higher than one (1) metre;
 - b) if it is along or within the boundaries of the designated building area, is higher than 1.8 metres and is not aesthetically integrated with the dwelling; and
 - c) if it is beyond the boundaries of the designed building area, is anything other than a post-and-two-rail fence no higher than 1.2 metres and stained in Resene "Grey-Green" woodstain so as to be unobtrusive and to visually blend with the planted areas of the lot. Such post-and-rail fence may include wire or plastic netting between the rails provided that such fence and netting are screened by adequate plantings.

- 14) any accessory building, carport, decking or roof overhang unless aesthetically integrated with the design of the dwelling and approved in writing by SVHL;
- 15) any attachment to any building or structure (including but not limited to television aerials, solar hot water panels and satellite dishes) unless discreetly integrated with the design of such building or structure and not easily visible from any road thoroughfare or neighbouring property. Whilst it is accepted that satellite dishes will have to be specifically located for receiving signals, reasonable care should be taken to avoid locating such dishes in a prominent position;
- 16) any driveway path or external paved area unless grey or earth coloured;
- 17) any main roof structure where the pitch is less than 32 degrees or more than 55 degrees (provided that this restriction shall not apply to Lots 44-46 inclusive);
- 18) any roof constructed of material other than factory prepainted long run metal, slate tiles or artificial slate tiles or factory finished metal imitation shake tiles the profile and finish of which are approved by SVHL;
- 19) any roof unless coloured:

Mollusc CWN008;
Grey Friars CWN003;
Iron sand CWN004;
Windsor Grey (Colour Cote);
Slate (Colour Cote); or
Grey Flannel (Colour Cote),

or any other colour of the same tone and intensity and grey colour group as the colours listed above and approved in writing by SVHL;
- 20) any dormer window unless gable ended or hipped;
- 21) any chimney or flue unless constructed with the same materials as the walls or approved in writing by SVHL. It is accepted that metal caps on flues is not a breach of this covenant;
- 22) any guttering that does not match the roof or is not of a shade darker than the roof (except copper coloured);
- 23) any down pipe that does not match the guttering or walls (except copper coloured);
- 24) any fascia, bargeboard, windows, doors and/or associated frames unless aesthetically integrated with the design and colours of the rest of the building or structure;
- 25) any dwelling, on Lots of less than 480m², with less than three major gabled ends and on Lots of 480m² or more, with less than four major gabled ends (provided that nothing in this restriction shall apply to Lots 44-46 inclusive);
- 26) in respect to materials, any building or structure that has exterior walls other than smooth plaster finished, real or artificial stone, timber weatherboard or James Hardie Linea Weatherboard or Stria, Hebel, factory finished corrugated iron (provided that no more than 40% of the exterior wall surface is finished in this material), painted flush pointed brick or smooth finished flush pointed concrete block;

- 27) in respect of colouring, any building or structure unless finished externally of natural stone, natural unpainted timber, or unpainted concrete block (in the case of unpainted concrete block such block is to be a limestone colour with identical coloured pointing and approved in writing by SVHL) or finished in one of the following paint colours:

Alabaster 8.5GR12;
 Bianca 10YO09;
 Coconut Cream 7YO08;
 Black White 9BO30;
 Sea Fog 8BO35;
 Black Haze 8BO40;
 Vista White 8BO40;
 Joanna 7.5GO07;
 Soapstone 9BO60;
 Rice Cake 10YO07;
 Travertine 7.5YO09;
 Merino 8GO10;
 Blanc 8BO25;
 Parchment 7BO023;
 Acropolis (1/2 Tea) 6.5BO35;
 Sisal 6.5BO26;
 Biscotti 7BO26;
 Quarter pearl Lusta 10YO22;
 Half Pearl Lusta 9YO22;
 Pearl Lusta 8YO22;
 Double Pearl Lusta 7.5YO22;
 Quarter Spanish White 10YO25;
 Half Spanish White 8YO25;
 Double Spanish White 7YO25;
 Solitaire 9BO60; or
 Dutch White 7YO37,

or any other colour of the same tone and intensity and neutral colour group as the colours listed above and approved in writing by SVHL;

- 28) any building or structure with windows, window frames or door frames which have openings other than predominantly vertically orientated provided that SVHL may approve horizontal placement of some windows if such placement is consistent with good architectural design principles and does not detract from the quality and integrity of the subdivision, such approval being at the sole discretion of SVHL;
- 29) any window in a wall (other than a weatherboard wall) that does not have a window sill and external reveals of at least 60 millimetres;
- 30) any window in a wall (other than a weatherboard wall) where the window is mounted flush with the adjacent external wall surface or any window in a weatherboard wall where the surrounding detail panel is less than 100 millimetres in width;
- 31) any external window that contains tinted glazing or has a reflective finish;
- 32) any clothesline or gas bottles in such a way or location as to be visible from any road in the subdivision, or construct any letterbox, garden feature, structure, gate or gatepost which is not aesthetically integrated with the architecture of the dwelling or which has not been approved in writing by SVHL. For the avoidance of doubt no commercial signs shall be permitted to be displayed (except signage approved in writing by SVHL and relating solely to the use of the property for a show home).

All the above covenants shall extend to the alteration of any building or structure.

C. The Grantor shall not:

- 1) use the land, or allow the land or buildings to deteriorate, in any way which detrimentally affects the amenity of the neighbourhood (including permitting noise to escape which is likely to cause offence to any other occupiers in the subdivision).
- 2) hinder, object to, refuse to provide consent, or in any other manner unreasonably obstruct or delay any other lot owner in the subdivision from obtaining any resource, building or land-use consent reasonably required by such owner to undertake construction, development, landscaping, alterations or planting on the owners land which is generally in accordance with or does not breach these covenants or does not otherwise unreasonably impact upon the Grantor's use and enjoyment of its land.
- 3) allow the grounds to become littered, overgrown or unsightly to the intent that the grounds shall be maintained and landscaped in a tidy manner (including not allowing grass to grow to a height greater than 150mm). During the period of construction, construction and landscaping material shall be neatly stored on site and off cuts, waste and packaging shall be regularly removed. At the end of construction all building material and equipment must be removed from the site forthwith.
- 4) damage the landscaping, roading, kerbs, footpaths, berm, concrete or other structures in the subdivision including damage arising from the Grantors or their agents, contractors, employees and invitees direct or indirect use of the land and in any such cases the Grantor shall reinstate to the satisfaction of SVHL if required and shall be responsible for all costs arising from such damage.
- 5) carry out landscaping on the adjacent local authority owned road frontage other than in accordance with any landscaping plan prepared by SVHL. The Grantor shall keep and maintain such local authority owned road frontage in a neat and tidy condition.
- 6) bring onto or allow to remain on the land or on any road or thoroughfare of the subdivision any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or sufficiently screened from any road, right of way or access lot adjacent to the lot and from neighbouring land so as to preserve the amenity of the neighbourhood (other than during the period of construction on the property).
- 7) together with their tenants and invitees allow any dog that is brought onto or kept on the lot to roam free.
- 8) keep any livestock or animals on the lot other than household domestic pets for household domestic purposes (and the term "household domestic pets" does not include livestock such as pigs, goats, horses, sheep, chickens, roosters, pigeons, peacocks or any animal which may cause a nuisance).

In particular, and without limited the foregoing, the Grantor shall not keep on the lot any dog which is generally recognized as being a breed (whether purebred or not) which may cause a risk to other lot owners (e.g. Pit Bull terrier, Rottweiler and Doberman Pinscher).

- D. 1) The Grantor shall not, either directly or indirectly (including as a party, promoter, facilitator or financier) remove, damage or destroy or allow to be removed, damaged or destroyed any tree or planting shown on the Deposited Plan or on any Tree or Slope Stability Plan

without the written approval of SVHL (which approval may be withheld at SVHL's sole discretion).

- 2) The Grantor shall not, either directly or indirectly (including as a party, promoter, facilitator or financier), remove, damage or destroy or allow to be removed, damaged or destroyed any trees on any other part of SVHL's development or the adjacent Solitaire Investment Limited development including trees on any land that may vest in the Nelson City Council as Reserve.
- 3) The Grantor shall pay to SVHL compensation in the sum of \$20,000.00 for each and every breach of this covenant D. Such compensation shall be paid in addition to any costs that SVHL incur in locating and planting a mature specimen replacement tree of the same variety, if available, or otherwise a tree of SVHL's choice. Such costs incurred to SVHL to be reimbursed to it by the Grantor and failing payment shall be recoverable as a debt. The provisions contained herein shall apply to any replacement tree.
- 4) The Grantor acknowledges that SVHL's contractors shall be entitled to enter on the Servient tenement for the purposes of removing any damaged or destroyed tree and to carry out the planting of a replacement tree.

E. The Grantor acknowledges that:

- 1) SVHL reserves the right to waive or modify any of the above covenants if, in its sole opinion, such waiver or modification does not impinge of the integrity of the subdivision. The Grantor may apply to SVHL to waive or modify any of the above covenants provided that any proposal for the buildings or structures as a whole is substantially in accordance with the covenants. SVHL may, in its sole opinion, refuse the whole or any part of such application without providing reasons.
- 2) SVHL reserves the right to assign its rights to review, approve or consent under any of the covenants to a party of its choice.
- 3) If any covenant contained herein becomes invalid or unenforceable, the remaining covenants shall not be affected by the invalidity or unenforceability of such covenant and such remaining covenants shall remain enforceable to the fullest extent permitted by law.
- 4) SVHL will not be liable because of any action it takes or fails to take or for any default in any building or structure erected on any of the Servient Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Servient and Dominant Lots shall indemnify and keep indemnified SVHL and its legal successors (other than successors in title after registration of a Transfer) from any costs, claims, suits, demands or liabilities or otherwise howsoever arising out of or under or by virtue of this instrument in respect of any lots which have been transferred by SVHL to another registered proprietor.
- 5) If the Grantor or occupier for the time being of any of the Servient Lots breaches any of the covenants the Grantor or occupier shall on written requisition from a Dominant Lot owner forthwith permanently remedy or remove such cause of the breach at the cost of the Grantor or occupier on a full indemnity basis including all fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breach and pay to the Dominant Lot owner who has made such requisition as liquidated damages the sum of \$200.00 per day for every day that such breach or non-observance continues from and after the date 20 working days from the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple proprietors of the Dominant Lot is limited to \$200.00 per day). The liability pursuant to this clause is joint

and several as between the Grantor and its occupier or invitee except for breach of Schedule D)

- 6) SVHL will create, in addition to the covenants in this document, a separate Encumbrance document in respect of the same covenants to be registered over the Servient lots, in favour of SVHL.
- 7) The obligation to obtain the approval of SVHL pursuant to the relevant covenants shall not be required after 10 years from the date of registration of the transfer of the Servient Lot by SVHL but this shall not release the Grantor from its obligations to comply with the covenants.
- 8) That for 10 years from the date of registration of this instrument only SVHL may enforce the covenants set out in Schedule 2; A, B, D and E against the owners and/or occupiers for the time being of the relevant Servient Lots to the intent that the owners of the Dominant Lots shall be able to enforce only the covenants in Schedule 2 C for such initial 10 year period AND THEREAFTER (until 30 years from the date of registration of this instrument) SVHL or any other registered proprietor for the time being of the Dominant Lots may enforce all the covenants in Schedule 2 against the owners or occupiers for the time being of the Servient Lots.

TO The District Land Registrar Nelson

Please register the within Instrument against the Servient and Dominant Tenements.