



View Instrument Details

Instrument Type	Transfer
Instrument No	12415779.2
Status	Registered
Date & Time Lodged	19 April 2022 11:42
Lodged By	McLellan, Elizabeth Natasha

Affected Records of Title	Land District
1032368	Nelson

Transferors

143 On Marsden Limited

Transferees

Timothy Gerald Washbourn Goulter and Wendy Joy Wadsworth

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 Kim Penketh as Transferor Representative on 13/04/2022 02:00 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 Clare Frances North as Transferee Representative on 14/04/2022 12:41 PM

*** End of Report ***

View Instrument Details



Instrument No 12350759.9
Status Registered
Date & Time Lodged 22 March 2022 16:48
Lodged By Penketh, Kim
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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1032365	Nelson
1032366	Nelson
1032367	Nelson
1032368	Nelson
1032369	Nelson
1032370	Nelson
1032371	Nelson
1032372	Nelson
1032373	Nelson

Annexure Schedule Contains 5 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

Signature

Signed by Kim Penketh as Covenantor Representative on 28/02/2022 02:35 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 Brian James Maurice Nelson as Covenantee Representative on 27/01/2022 12:12 PM

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

Form 26

Covenant Instrument to note land covenant

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

Covenantor

143 on Marsden Limited

Covenantee

Ashley Trust Nominee 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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants	DP 570863	Lot 1 DP 570863 RT 1032365 Lot 2 DP 570863 RT 1032366 Lot 3 DP 570863 RT 1032367 Lot 4 DP 570863 RT 1032368 Lot 5 DP 570863 RT 1032369 Lot 6 DP 570863 RT 1032370 Lot 7 DP 570863 RT 1032371 Lot 8 DP 570863 RT 1032372 Lot 9 DP 570863 RT 1032373	Ashley Trust Nominee Limited In Gross

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

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

Annexure Schedule

Annexure Schedule

The provisions applying to the specified covenants are those set below:

CONTINUATION OF SCHEDULE A

Covenant provisions

To the intent that the covenants herein shall run with the burdened land(s) referred to in Schedule A hereof, forever for the benefit of Ashley Trust Nominee Limited referred to in the said Schedule A hereof.

Interpretation

Unless the context specifies or requires otherwise, the following words and phrases when used in this Schedule shall have the meanings specified below:

“Lot(s)” in relation to this instrument means a Lot(s) on DP 570863

“Subdivision” means the subdivision comprised in DP 570863

“Covenantee” in relation to this instrument means the Owner of the benefitted land(s) and includes the agents, employees, contractors, tenants, licensees and other invitees of the Covenantee.

“Covenantor” in relation to this instrument means Ashley Trust Nominee Limited.

The provisions applying to the specified covenants are those set out in Schedule B.

SCHEDULE B**1 Design**

The design of the dwelling and garage and the materials for the exterior construction to be constructed on the Burdened Land must be approved by Ashley Trust Nominee Limited or its Agent John McLaughlin, such approval not to be unreasonably withheld if such design and materials are of a high standard to compliment Marsden Park as a Subdivision.

1.1 Interior layouts and colour schemes are unrestricted and are of the Lot Owner's choice and at their cost.

1.2 All landscaping of each Lot shall be of a standard to enhance the dwelling and garage and be of a high standard.

1.3 No trees, bushes or hedges shall exceed 3 metres in height and no construction on the Lot (other than the dwelling and garage) shall exceed 2.5 metres in height.

2 Dwelling and other buildings on the Lot shall:

- (a) be constructed on-site from new materials only;
- (b) be used for residential use only;
- (c) Not be rented (including short term holiday rentals).

3 Dwellings and/or other buildings on the Lot shall not be occupied as a residence until:

- (a) a Code Compliance Certificate has been issued by the Nelson City Council;
- (b) the buildings/dwelling have been completed in compliance with these Covenants;
- (c) all exterior work is completed;
- (d) all driveways, paths and fences; and
- (e) all unpaved areas within sight of the street are properly grassed and/or landscaped.

4 Exterior Air conditions Units must:

- (a) be screened from adjoining properties and the street;
- (b) be noise proofed to the degree necessary to avoid nuisance to neighbours; and
- (c) not protrude from or be set into buildings.

5 Aerials and Washing Lines on any Lot must not be visible from the street.**6 Water Protection**

No Discharge which is detrimental to water quality into stormwater systems or water courses shall occur from or within any Lot. Such Discharge shall include soluble and insoluble materials or liquids.

The Owner of the Lot shall take, at that Owner's cost, all action required to prevent and/or remedy the damage or threat of damage and shall pay all costs for action undertaken by others for such purposes.

7 No Objection

No Lot Owner of any Lot shall oppose, object to, frustrate, or take any action, or encourage or cause others to oppose, object to, frustrate or take any action that might in any way prevent, hinder or interfere with progressing or completion of the Marsden Park development or any future development by Ashley Trust Nominee Limited, Marsden Park Limited, the Keystone Trust or Brett Gardner McLaughlin on land they or any of their related parties may own now or hereafter in Marsden Valley. Such covenant extends to and includes without limitation, development planning, zone changes, resource consents for land uses and subdivisions, Consent Authority or Environment Court applications, Territorial Authority Building Consent matters, or any other necessary consent process involving Ashley Trust Nominee Limited, Marsden Park Limited, Keystone Trust, Brett Gardner McLaughlin and their related parties.

8 Advertising

No Lot owner shall display or permit on any Lot any advertisement, boarding or sign except for compulsory statutory signage, real estate signing pending sale and builder's construction or show home signage.

9 Animals

No livestock, poultry, reptiles or animals of any kind or size shall be raised, bred or kept on any Servient tenement or in any building thereon; provided however that up to two small dogs or one small dog and one cat or other household pets that are not dangerous or annoying to neighbours may be kept, providing they are not kept for any commercial breeding purposes. Any dog which resembles any of the rottweiler, Doberman pinscher, pit bull terrier, Japanese tosa, Argentinian Dogo or the fila brasierio breed or any other potentially aggressive or noisy breed is not permitted. No pet shall be permitted which makes a noise in a manner or of such volume as to annoy or disturb others. Keeping pets shall be subject to any other restrictions required from time to time by the Covenantee Ashley Trust Nominee Limited in the interest of maintaining a good residential environment.

10 Presentation

- 10.1 Dwellings and Landscape Design Features must be maintained and not allowed to deteriorate to a point where the standard of presentation is either:
- 10.1 Dwellings and Landscape Design Features must be maintained and not allowed to deteriorate to a point where the standard of presentation is either:
 - I. Less than that represented in the rest of Marsden Park residential area, or
 - II. Inadequate taking into account fair wear and tear, the original condition at the time the residence was occupied, and the condition of neighbouring properties.
- 10.2 The Proprietor shall maintain any street frontage plantings between the street or the Lot frontage but may increase the plantings if desired.
- 10.3 The Proprietor shall replace any plants that die, have serious disease problems or are in poor condition and unsightly.
- 10.4 The Proprietor will keep and maintain the Lot in a neat and tidy condition at all times, including grounds, lawns, gardens and the Local Authority owned road frontage adjoining it. Grass and other ground cover must not exceed a height of 150mm.

11 Land Use Restrictions

No Lot shall be:

- (a) Used for temporary residential purposes by the construction of temporary buildings, placement of caravans, modular buildings, sleepouts, mobile homes, motor homes or any other form of temporary accommodation.
- (b) Transferred, sold, leased to any Government Agency, any Charitable Body or Territorial Authority for the purposes of public or institutional use.
- (c) Used as to its driveway and front yard for long term parking or for vehicle repair or maintenance. Inoperable vehicles are not permitted unless in a garage.
- (d) Used to store any vehicles, boats, caravans or anything else on the Lot unless screened from view of neighbours and from the street by an effective screen.

12 Enforcement

Ashley Trust Nominee Limited may enforce these covenants. Where a Lot owner does not comply with any covenant ("the defaulter") Ashley Trust Nominee Limited may request any such defaulter in writing to remedy such non-compliance within a specific time which shall not be less than 14 days. At the end of this time if the defaulter remains in default Ashley Trust Nominee Limited may employ a suitably qualified person to enter the Lot and to carry out the work to achieve compliance with the covenant. The defaulter will bear the cost of all such remedial work and any legal costs (on a solicitor and client basis) associated with this work including recovery of any monies owed to Ashley Trust Nominee Limited as a result of work.

13 Disputes Resolution

Should any dispute arise concerning any aspect of these covenants that cannot be resolved by agreement between the parties involved the Lot owners are bound to resolve the same by arbitration in accordance with the Arbitration Act 1996 and the following provisions shall apply:

- (a) There shall be a single arbitrator who shall be appointed by the President of the Nelson Branch of the New Zealand Law Society as sole arbitrator.
- (b) The arbitrator shall determine all questions in issue between the parties including questions as to the scope of the dispute and as to procedure.
- (c) The arbitrator's award shall be binding on all parties in the dispute.
- (d) Any party to a dispute may initiate arbitration in accordance with the provisions of the Act.