



# View Instrument Details

<b>Instrument Type</b>	Transfer
<b>Instrument No</b>	12191722.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	18 February 2022 12:27
<b>Lodged By</b>	Bruning, Joanne Marie

<b>Affected Records of Title</b>	<b>Land District</b>
1005531	Nelson

## Transferors

Bayview Nelson 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 Craig Alastair Morice as Transferor Representative on 14/02/2022 02:30 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 Deborah Elisabeth Magee as Transferee Representative on 17/02/2022 05:48 PM

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

# View Instrument Details



**Instrument No** 12175309.10  
**Status** Registered  
**Date & Time Lodged** 02 December 2021 12:15  
**Lodged By** Fitchett, Robert David John  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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Affected Records of Title	Land District
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1005518	Nelson
1005519	Nelson
1005520	Nelson
1005521	Nelson
1005522	Nelson
1005523	Nelson
1005524	Nelson
1005525	Nelson
1005526	Nelson
1005527	Nelson
1005528	Nelson
1005529	Nelson
1005530	Nelson
1005531	Nelson
1005532	Nelson

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**Annexure Schedule** Contains 5 Pages.

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## 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 Robert David John Fitchett as Covenantor Representative on 02/12/2021 12:13 PM

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## 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 Robert David John Fitchett as Covenantee Representative on 02/12/2021 12:13 PM

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

**Covenant Instrument to note land covenant**

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

**Covenantor****BAYVIEW NELSON LIMITED****Covenantee****BAYVIEW NELSON 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
Restrictive Covenant	DP 564198	Lots 154 – 161, 164 – 166, 168 - 171 DP 564198 (RT 1005518 - 1005532)	Lots 154 – 161, 164 – 166, 168 - 171 DP 564198 (RT 1005518 – 1005532)

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

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

[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017].

[Annexure Schedule 1].

*Continuation of 'Estate or Interest or Easement to be created'*

**Covenant Provisions**

## ANNEXURE SCHEDULE 1

To the intent that the covenants shall run with the Burdened Land referred to in Schedule A hereof (each a "Burdened Lot"), forever for the benefit of the Benefitted Land (each a "Benefitted Lot").

In these Covenants:

"Covenantee" means the registered proprietor of Benefitted Land, including the agents, employees, contractors, tenants, licensees and other invites of the Covenantee

"Covenantor" means the registered proprietor of Burdened Land, including the agents, employees, contractors, tenants, licensees and other invites of the Covenantee

"Developer" means Bayview Nelson Limited.

### **SCHEDULE B**

**1.** The Covenantor shall not for a period of 21 years from the date of registration of these covenants:-

- A.** Subdivide any of the said Burdened Lots. For the purposes of this clause "subdivide" shall have the same meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991 provided that any boundary adjustment which does not result in the issuing of an additional title, shall not be deemed a sub-division.
- B.** Erect or permit to be erected upon the Burdened Lot:
  - (i) any more than one dwelling and associated outbuilding individually designed;
  - (ii) any dwelling (including internal garaging) with an internal floor area of less than 160 square metres;
  - (iii) any outbuilding (including external garaging) other than a building of a style and quality similar to the dwelling erected or to be erected on that lot.
  - (iv) any dwelling, building or other structure with an external wall cladding other than of insulated pre-cast concrete panels, brick, stone, split block, stucco, concrete block, coated fibre cement sheet, natural timber, texture coated polystyrene or lightweight concrete panels, Hardies Linear board or any product of a similar nature;
  - (v) any building with metal roofing, except where this has been treated with a factory applied coating finished in a non-reflective muted colour as part of the manufacturing process;
  - (vi) any building not finished in a recessive, non-reflective muted colour.
  - (vii) any dwelling, building or structure of an "A" frame style or construction with a pitch on the main roof exceeding 45 degrees;

## ANNEXURE SCHEDULE 1

- (viii) any pre-used dwelling, building or structure;
  - (ix) any dwelling or structure which shall have been wholly or substantially constructed or pre-fabricated on a site other than the Burdened Lot and relocated to the Burdened Lot. For the purposes of this clause a kitset dwelling shall be a dwelling prefabricated on a site other than the lot;
  - (x) any boundary fence constructed of used or second hand materials;
  - (xi) any dwelling or other structure (other than boundary fences) closer than 1 metre to any side or rear boundary, but excluding retaining walls constructed with the consent of any neighbour whose boundary is within one metre of the structure or that is constructed in accordance with a resource consent or building consent;
  - (xii) any building or structure incorporating an under structure that is not fully enclosed by cladding in keeping with the cladding of the main structure;
  - (xiii) any solar panels that are not fixed and located so that they are discrete from the street or neighbouring property unless they are of a low profile type and set at the same pitch as the roof;
  - (xiv) any mast, aerial or other fixture which exceeds 1.0 metre above the finished roof line of the building on the Burdened Lot.
- C.** Use or permit the use of the Burdened Lot 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, homestay or boarding house, For the purpose 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 sector agencies or public or private retirement care providers;
- D.** Use the Burdened Lot or permit to be erected or placed on the property any advertisement, sign or hoarding of a business or commercial nature.
- E.** Use the Burdened Lot for any engineering, industrial or mechanical repairs of a commercial nature;
- F.** Allow the Burdened Lot to become unkempt by reason of excessive growth of grass or otherwise and will at all times maintain the lot in a neat and tidy state;
- G.** Erect or place on the Burdened Lot any motor home, caravan, garage or shed to be used for temporary or permanent residential use provided however that nothing herein shall preclude the placing of a builders shed or sheds on the lots during the constructions period of a dwelling or other structure;
- H.** Allow the exterior of the dwelling or any other structure visible to the public (from the nearest legal road) to remain in an unfinished state for more than 12 months from commencement of the erection of such dwelling or other

## ANNEXURE SCHEDULE 1

structure. All drives and pathways visible to the public shall be fully constructed in a permanent dust-free surface such as concrete, decorative stones, cobblestone, interlocking paving, and/or bitumen sealing. Such work will be completed in a proper tradesman like manner within 18 months of the commencement of the construction of the dwelling.

- I. Permit more than one vehicular entrance onto their allotment and shall ensure at all times that where a vehicular crossing is no longer in use, that it is reinstated to the then prevailing standard as required by Nelson City Council.
- J. Use the adjacent or abutting land and footpaths for access or dumping of rubbish. The Covenantor shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Covenantor's use of the land (directly or indirectly).
- K. Permit or cause to permit the construction, installation or placement of any building or vegetation including but not limited to masts, poles and aerials which exceed six metres above natural ground level of the Burdened Land.

- L. Do any of the following:

- (a) make or lodge; or
- (b) be party to; or
- (c) finance or contribute to the cost of;

any objection, submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict the Developer's continued development of the land contained in or previously contained in records of title 1006134, 938903, 698012, NL3A/870, NL3A/871, NL3A/872, NL3A/873, NL3A/874, NL3A/875, NL3A/876, NL3A/877, N6C/1074, NL7B/466, NL7B/467, NL11B/1158, NL4A/123 and shall not object to the emission, creation or movement of dust, smoke, noise or spray caused by or incidental to the Developer's continued development.

2. At any time which the Developer is a registered proprietor of a Burdened Lot, it reserves the right to itself (with the intent that the right is personal to itself and is not assignable to any successor in title) to waive or modify any or all of the above covenants with the effect that, at the election of the Developer, the covenants will not bind the Developer provided only that the Developer shall exercise such right only if, in its reasonable opinion, it is necessary to further the development of land contained in or previously contained in the records of title referred to in L above (being the "**Subdivision**").

3. The Covenantor shall, at the request of the Covenantee consent to the vesting of any land owned by the Developer for the purposes of local reserve, road reserve or any other reason reasonably required by the Developer for the Subdivision, and

ANNEXURE SCHEDULE 1

shall immediately upon request grant such consent, sign all documents and do all such things as may be necessary to provide for the vesting of such land.

**4.** If a Covenantor shall be in breach of any of these conditions he will on request from a Covenantee immediately and permanently desist from, and remedy, such breach at his own cost, and shall also pay to the Covenantee:-

- (i) the Covenantee's costs, fees and charges incurred in respect of ensuring compliance with these restrictive covenants including any costs, fees and charges incurred in dealing with any claims against the Covenantor by third parties arising from such breach, plus a 50% liquidated damages surcharge; and
- (ii) the actual costs, fees and charges of any other person entitled to enforce the remedies.

**5.** The Developer shall not be liable because of any action that it may take or fail to take, or for any default in any building erected on the land, or at all as a result of the restrictions or otherwise set out herein and the registered proprietors for the time being of the Burdened Lot shall indemnify and keep indemnified the Developer from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this transfer;

**6.** The Developer shall not be required to contribute towards the cost of work on a fence between land owned by the Developer and any Burdened Lot.

**7.** All differences and disputes which may arise between the parties or anything touching or concerning any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to Arbitration in accordance with the Arbitration Act 1996 or any re-enactment thereof for the time being in force.