



View Instrument Details

Instrument Type	Transfer
Instrument No	12687267.3
Status	Registered
Date & Time Lodged	22 March 2023 11:35
Lodged By	Ash, Sandra Clare

Affected Records of Title	Land District
1092531	Nelson

Transferors

Stewart Property Developments Limited

Transferees

Gregory Richard Gardiner and Bernadette Kyra Gardiner

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 17/03/2023 02:45 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 Alexander Alan Reith as Transferee Representative on 21/03/2023 11:17 AM

*** End of Report ***



View Instrument Details

Instrument Type Transfer
Instrument No 12687267.2
Status Registered
Date & Time Lodged 22 March 2023 11:35
Lodged By Ash, Sandra Clare

Affected Records of Title **Land District**
1092531 Nelson

Transferors
Appleby 54 Limited

Transferees
Stewart Property Developments 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 Alexandra June Ramsbottom-Isherwood as Transferor Representative on 20/03/2023 10:11 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 Craig Alastair Morice as Transferee Representative on 17/03/2023 02:45 PM

*** End of Report ***

View Instrument Details



Instrument No 12635594.5
Status Registered
Date & Time Lodged 10 February 2023 13:52
Lodged By Miller, Lucy Johanna
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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1092500	Nelson
1092501	Nelson
1092502	Nelson
1092503	Nelson
1092504	Nelson
1092505	Nelson
1092506	Nelson
1092507	Nelson
1092508	Nelson
1092509	Nelson
1092510	Nelson
1092511	Nelson
1092512	Nelson
1092513	Nelson
1092514	Nelson
1092515	Nelson
1092516	Nelson
1092517	Nelson
1092518	Nelson
1092519	Nelson
1092520	Nelson
1092521	Nelson
1092522	Nelson
1092523	Nelson
1092524	Nelson
1092525	Nelson
1092526	Nelson
1092527	Nelson
1092528	Nelson
1092529	Nelson
1092530	Nelson
1092531	Nelson
1092532	Nelson
1092533	Nelson

Annexure Schedule Contains 8 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 Lucy Johanna Miller as Covenantor Representative on 28/02/2023 02:28 PM

Covantee Certifications

I certify that I have the authority to act for the Covantee 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 Lucy Johanna Miller as Covantee Representative on 28/02/2023 02:29 PM

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

Form 46

ANNEXURE SCHEDULE - CONSENT FORM¹

(Regulation 6 Land Transfer Regulations 2018)

Person giving consent

Capacity and Interest of Person giving consent

Nelson Building Society	Mortgagee under Mortgage Nos 10486412.1 & 11783724.1
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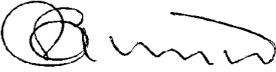
Consent

Without prejudice to the rights and powers existing under the interest of the person giving consent, the **Person giving consent hereby consents** to:

- the deposit of land transfer plan 582426 ("Plan");
- registration of all instruments shown on the Plan;
- registration of restrictive land covenants;
- the vesting of lot 7000 as Road; and
- the vesting of lots 703 & 712 as Accessway.

Dated this 14th day of December 20 22

Attestation

 <p>G P Hammond</p>  <p>M L Clarke</p>	<p>Signed in my presence by the Person giving consent</p>  <hr/> <p>Signature of Witness</p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):</i></p> <p>Witness name Liz St Clair</p> <p>Occupation Lending Administrator</p> <p>Address Nelson</p>
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¹ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Garry Phillip Hammond of Richmond, Credit Manager

AND Michelle Louise Clarke of Nelson, Lending Administrator

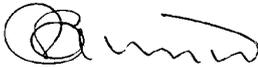
HEREBY CERTIFY –

1 THAT by Deed dated the 19th day of May 2021 copies are deposited with the Registrar General of Land under number **12136974.1**.

NELSON BUILDING SOCIETY a society registered under the Building Societies Act 1965 and having its registered office at 111 – 113 Trafalgar Street, Nelson, New Zealand and carrying on the business of a building society appointed us its attorneys on the terms and subject to the conditions set out in the said Deed and the attached document is executed by us under the powers thereby conferred.

2 THAT at the date hereof we were Credit Manager and Lending Administrator of the said society, respectively.

3 THAT at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **NELSON BUILDING SOCIETY** or otherwise.



SIGNED at Nelson _____ and _____

This 14th day of December 2022

Form B

**Covenant Instrument to note land covenant(s)
(Sections 116(1)(a) - (b) Land Transfer Act 2017)**

Covenantor

Appleby 54 Limited

Covenantee

Appleby 54 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 1.

SCHEDULE A

Purpose of covenant	Shown DP 582426	Burdened Land (Record of Title)	Benefited Land (Record of Title)
Land Covenants as set out in Annexure Schedule 1	Lots 348-351, 354-356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 387, 389, 391, 393, 395, 397, 399, 401, 403, 405, 407, 409 & 411	Lots 348-351, 354-356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 387, 389, 391, 393, 395, 397, 399, 401, 403, 405, 407, 409 & 411 inclusive on DP 582426 (1092500 to 1092533 inclusive)	Lots 348-351, 354-356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 387, 389, 391, 393, 395, 397, 399, 401, 403, 405, 407, 409 & 411 inclusive on DP 582426 (1092500 to 1092533 inclusive)

ANNEXURE SCHEDULE 1

1. COVENANT PROVISIONS

1.1 To the intent that the covenants herein shall run with the burdened land referred to in Schedule A hereof, for a period of 21 years from the date of registration for the benefit of the benefited land referred to in the said Schedule A hereof.

2. INTERPRETATION

2.1 Unless the context specifies or requires otherwise, the following words and phrases when used in this Annexure Schedule 1 shall have the meanings specified below:

- a. **"Lot(s)"** in relation to this instrument means a Lot(s) on DP 582426;
- b. **"Subdivision"** means the subdivision comprised in DP 582426;
- c. **"Design Panel"** means those persons as are from time to time notified by the Directors of Appleby 54 Limited as being charged with the purpose of approving design or landscape plans as required under these covenants;
- d. **"Shepperton Street Subdivision"** means the subdivision comprised in DP 582426 and subsequent stages included in further Deposited Plans;
- e. **"Covenantee"** in relation to this instrument means the registered owner of the benefited land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantee;
- f. **"Covenantor"** in relation to this instrument means the registered owner of the burdened land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantor.

2.2 Appleby 54 Limited shall only be liable in respect of the stipulations and restrictions which occur while it is the registered owner of the burdened land and will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Lots or at all as a result of these restrictions or otherwise and the registered owners for the time being of the burdened land and the benefited land shall indemnify Appleby 54 Limited against 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 of the burdened land which has been transferred by it to another registered owner.

2.3 If any dispute or difference arises between the owners of the benefited land and the burdened land in relation to these covenants including as to what may constitute a breach of these covenants or to the meaning or interpretation of these covenants, whilst Appleby 54 Limited is the owner of any benefited land then the same shall be referred to Appleby 54 Limited for resolution whose decision shall be final.

2.4 In the event that the Covenantor or any subsequent burdened landowner is in breach of any of these covenants they shall on request from the Covenantee or any subsequent benefited land owner (any of whom are included in the expression "Enforcer" in this clause) immediately and permanently desist from and remedy any such breach at their cost. The Covenantor or any subsequent burdened landowner shall also pay to the Enforcer:

- a. The Enforcer'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 the costs, fees and charges of any other person entitled to enforce the remedies.

2.5 The provisions applying to the specified covenants are those set out below.

3. DESIGN CONTROLS

The Covenantor will not erect or permit to be erected on the Lot:

- 3.1 Any more than one dwelling and one associated outbuilding;
- 3.2 Any dwelling not constructed on site or not from an individual design not being a pre-used or second hand or relocatable building;
- 3.3 Any outbuilding other than one of a style and quality similar to that erected on the Lot;
- 3.4 Any dwelling or outbuilding where the wall cladding is not of a majority/consistent quality. Consistent brick, linea board, stone or plaster (whether cement or coating over polystyrene block or sheathing) or combination of the above wall cladding shall not be in breach of this condition;
- 3.5 Any dwelling or outbuilding of corrugated iron whether unpainted or painted, provided that decramastic and coloursteel products or products of a similar construction, precoated in the manufacturing process shall not be in breach of this condition;
- 3.6 Any dwelling or outbuilding with exterior walls, window exterior joinery or a roof composed of partly or fully reflective or visually obtrusive material or have unpainted or exposed zinc coated products (other than solid zinc sheets) comprising all or part of the exterior cladding, roofing, guttering or downpipes;
- 3.7 Any dwelling or outbuilding with a roof pitch over 25 degrees above horizontal;
- 3.8 Any dwelling or outbuilding of an "A" frame style construction;
- 3.9 Any dwelling or outbuilding that incorporates an under structure that is not fully enclosed;
- 3.10 Any dwelling or outbuilding with solar panels installed at an angle any greater than 3.5 degrees from the roof slope.

4. DESIGN APPROVAL

The Covenantor will not erect or permit to be erected on the Lot:

- 4.1 Any building, structure or improvement without first obtaining the written approval of the Design Panel to the final building exterior footprint plans and landscape plans (and where appropriate in the same form as intended to be submitted to the territorial authority for a building consent) and such specifications shall include full details of all exterior colour schemes and finishes and details of driveways.

- 4.2 Approval shall be entirely at the discretion of the Design Panel in all respects provided that should the Design Panel fail to approve or disapprove such plans and specifications within 25 working days of receipt of the same, then it shall be deemed to have approved the same. The Covenantor shall not apply for a building consent until such time as the Design Panel's approval, whether deemed or otherwise, has been obtained.
- 4.3 Appleby 54 Limited shall be entitled to serve an injunction notice on the Covenantor to cease all work if the Covenantor shall commence any construction work without having first obtained the approval of the Design Panel in accordance with these covenants.
- 4.4 The obligation to obtain the approval of the Design Panel pursuant to this clause shall expire ten (10) years after the date of registration of this instrument.
- 4.5 The Covenantor will not make any alterations or changes to the plans or specifications of the dwelling, building or structure, once approved by the Design Panel, during the construction process without first having obtained the Design Panel's written approval.

5. CONSTRUCTION

- 5.1 The Covenantor shall maintain the Lot prior to and during the construction process to an acceptable standard in the opinion of the Design Panel and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height Appleby 54 Limited (or their nominated representative) reserve the right to have the Lot mowed and the Covenantor agrees to accept liability for the cost plus 50%.
- 5.2 The Covenantor will be responsible for the cost of repair for any damage to roadside landscaping, roads, footpaths, kerbing, berms, concrete works or any other structure in the subdivision arising from the actions of the Covenantor its invitees or licensees or their employees. The Covenantor shall reinstate or if necessary, replace entirely at their cost any such damaged items immediately if the damage occurs.

6. GENERAL STANDARDS

- 6.1 The Covenantor will not store or allow to be stored, any car, caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of Lot 7000 road to vest. Short term parking by visitors and trades people will not be a breach of this covenant.
- 6.2 The Covenantor will not store or allow to be stored, any car, caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of the Lot unless it is screened from the road frontage.
- 6.3 The Covenantor will ensure that any external air conditioning unit shall be screened from adjoining Lots and from the street.
- 6.4 The Covenantor will ensure that any aerial installed on the Lot shall not be visible from the street.
- 6.5 The Covenantor will ensure that any garden shed or clothesline are aesthetically sensitive to the dwellings with the Shepperton Street Subdivision and are positioned to ensure that they are not visible from the street.

- 6.6 The Covenantor will ensure that any letterbox is aesthetically sensitive to the dwellings within the Shepperton Street Subdivision.
- 6.7 The Covenantor will not allow any animal to be brought onto or kept on the property other than up to two dogs and/or two cats. Any dog which is in whole or part resembles any of the following breeds of dog is not permitted: Brazilian Fila; Dogo Argentino; American Pit Bull Terrier; Rottweiler; Doberman Pinscher; Japanese Tosa; Perro de Presa Canario. No pet shall be permitted which makes a noise in a manner or of such volume to annoy or disturb others.
- 6.8 The Covenantor shall complete construction of any Dwelling within 6 months after the formation of the foundations of that Dwelling and complete site landscaping including lawns no later than 6 months after completion of the Dwelling.
- 6.9 The Covenantor shall not use any caravan or campervan or other similar facility for regular overnight sleeping accommodation on any Lot during the construction of the dwelling on the Lot.
- 6.10 The Covenantor shall not permit any temporary or modular buildings, placement of caravans, sleep-outs or motor homes or any other form of temporary accommodation on the Lot.
- 6.11 The Covenantor shall not display or permit on any Lot an advertisement hoarding or sign except for compulsory statutory signage, real estate sign pending sale and builders' construction or show home signage.
- 6.12 The Covenantor shall not allow building and landscape design features to be unmaintained or deteriorate to a level where the standard of presentation is either:
- a. Inadequate taking into account fair wear and tear, the original condition at the time residence was occupied and the condition of the neighbouring properties; or
 - b. Less than that represented in the rest of the Shepperton Street Subdivision.
- 7. FENCING**
- 7.1 Subject to clause 7.2, any fencing or planting within 5 metres of a street frontage boundary (including a right of way) or a Tasman District Council reserve shall not exceed 1.2 metres in height.
- 7.2 Any fencing or planting that is immediately perpendicular to a street frontage boundary (including a right of way) or a Tasman District Council reserve, may taper from 1.2 metres to a height not exceeding 1.8 metres, reaching that height no closer than 5 metres from the street frontage boundary (including rights of way) or a Tasman District Council reserve.
- 7.3 The Covenantor shall not use any second-hand building materials for any fencing on the Lot.
- 7.2. The Covenantor shall not erect any fence using galvanized iron, polite or cement board panels on its construction.

- 7.3. The Covenantor will not call upon and acknowledges that Appleby 54 Limited will not be liable to pay for any or contribute towards the cost of any boundary fencing.

8. LANDSCAPING AND PLANTING

- 8.2. The Covenantor will not carry out any landscape work on the Lot without first having a Landscape Design Plan approved by the Design Panel.
- 8.3. The Covenantor will not grow or allow to grow on the Lot any tree, shrub or other vegetation to a height which exceeds 3.0 metres above ground within 2 metres of any Lot roadside boundary.
- 8.4. The Covenantor will ensure that the front yard of the Lot is fully landscaped within Six (6) months from the date of occupation of the dwelling erected on the Lot.
- 8.5. The Covenantor shall keep maintained all plantings on the Lot including any street frontage plantings between the Lot frontage and the street.
- 8.6. The Covenantor shall replace any plants that die, have serious disease problems or are in poor or unsightly condition within the Lot and between the Lot frontage and the street.

9. NO SUBDIVISION

The Covenantor shall not subdivide any of the burdened land.

- 9.2. "Subdivide" shall have the meaning given to the expression "Subdivision of Land" in Section 218 of the Resource Management Act 1991.
- 9.3. Any boundary adjustment that does not create a separate building site or an additional title shall not be in breach of this condition.

10. NO OBJECTION

- 10.2. The Covenantor acknowledges that Appleby 54 Limited have or may have in the future Resource Consent for further subdivision of their lands (both within and adjacent to the Subdivision). The Covenantor will not object to nor make or lodge, nor be party to, nor finance or contribute to the cost of any submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict Appleby 54 Limited completing the subdivision and development of their lands.

11. MODIFICATION

- 11.2. While Appleby 54 Limited remains the registered owner of any Lot, each reserves the right to itself (with the intent that this right does not enure to its successors in title) to waive or modify any of the above covenants, but it will only do so, if in its opinion, such action does not impinge on the integrity of the subdivision in its entirety.

12. TERMINATION

- 12.2. The Covenants contained herein shall automatically cease to have any effect on any allotment that will vest as a road or reserve, in any subsequent stage of the subdivision.

View Instrument Details



Instrument No 11749469.10
Status Registered
Date & Time Lodged 29 May 2020 14:13
Lodged By Ramsbottom-Isherwood, Alexandra June
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
916650	Nelson
916651	Nelson
916652	Nelson
916653	Nelson
916654	Nelson
916655	Nelson
916656	Nelson
916657	Nelson
916658	Nelson
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916660	Nelson
916661	Nelson
916662	Nelson
916663	Nelson
916664	Nelson
916665	Nelson
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916670	Nelson
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916679	Nelson
916680	Nelson
916681	Nelson
916682	Nelson
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916686	Nelson
916687	Nelson
916688	Nelson
916689	Nelson
916690	Nelson
916691	Nelson

916692	Nelson
916693	Nelson
916694	Nelson
916695	Nelson
916696	Nelson
916697	Nelson
916698	Nelson
916699	Nelson
916700	Nelson
916701	Nelson
916702	Nelson
916703	Nelson
916704	Nelson
916709	Nelson
916710	Nelson
916711	Nelson

Annexure Schedule Contains 7 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 Alexandra June Ramsbottom-Isherwood as Covenantor Representative on 29/05/2020 12:03 PM

Covantee Certifications

I certify that I have the authority to act for the Covantee 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 Alexandra June Ramsbottom-Isherwood as Covantee Representative on 29/05/2020 12:03 PM

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

Form B

**Covenant Instrument to note land covenant(s)
(Sections 116(1)(a) - (b) Land Transfer Act 2017)**

Covenantor

ApplebyField Limited
Appleby 54 Limited
Richmond West Limited Partnership

Covenantee

ApplebyField Limited
Appleby 54 Limited
Richmond West Limited Partnership

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 1.

SCHEDULE A

Purpose of covenant	Shown	Burdened Land (Record of Title)	Benefited Land (Record of Title)
Land Covenants as set out in Annexure Schedule 1	DP 542339	Lots 78 to 90 inclusive on DP 542339 (916650 to 916662 inclusive) and Lots 97 to 138 inclusive on DP 542339 (RT 916663 to 916704 inclusive)	Lots 78 to 90 inclusive on DP 542339 (916650 to 916662 inclusive), Lots 97 to 138 inclusive on DP 542339 (RT 916663 to 916704 inclusive) and Lots 302 to 304 inclusive on DP 542339 (RT 916709 to 916711 inclusive)

ANNEXURE SCHEDULE 1

1. COVENANT PROVISIONS

- 1.1 To the intent that the covenants herein shall run with the burdened land referred to in Schedule A hereof, for a period of 21 years from the date of registration for the benefit of the benefited land referred to in the said Schedule A hereof.

2. INTERPRETATION

- 2.1 Unless the context specifies or requires otherwise, the following words and phrases when used in this Annexure Schedule 1 shall have the meanings specified below:

- a. **"Lot(s)"** in relation to this instrument means a Lot(s) on DP 542339;
- b. **"Subdivision"** means the subdivision comprised in DP 542339;
- c. **"Design Panel"** means those persons as are from time to time notified by the Directors of ApplebyField Limited and Appleby 54 Limited as being charged with the purpose of approving design or landscape plans as required under these covenants;
- d. **"Lower Queen Street Subdivision"** means the subdivision comprised in DP 542339 and subsequent stages included in further Deposited Plans;
- e. **"Covenantee"** in relation to this instrument means the registered owner of the benefited land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantee;
- f. **"Covenantor"** in relation to this instrument means the registered owner of the burdened land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantor.

- 2.2 ApplebyField Limited, Appleby 54 Limited and Richmond West Limited Partnership shall only be liable in respect of the stipulations and restrictions which occur while it is the registered owner of the burdened land and will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Lots or at all as a result of these restrictions or otherwise and the registered owners for the time being of the burdened land and the benefited land shall indemnify ApplebyField Limited, Appleby 54 Limited and Richmond West Limited Partnership 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 of the burdened land which has been transferred by it to another registered owner.

- 2.3 If any dispute or difference arises between the owners of the benefited land and the burdened land in relation to these covenants including as to what may constitute a breach of these covenants or to the meaning or interpretation of these covenants, whilst ApplebyField Limited, Appleby 54 Limited and/or Richmond West Limited Partnership is the owner of any benefited land then the same shall be referred to ApplebyField Limited, Appleby54 Limited and/or Richmond West Limited Partnership for resolution whose decision shall be final.

- 2.4 In the event that the Covenantor or any subsequent burdened land owner is in breach of any of these covenants they shall on request from the Covenantee or any subsequent benefited land owner (any of whom are included in the expression "Enforcer" in this clause) immediately and

permanently desist from and remedy any such breach at their cost. The Covenantor or any subsequent burdened land owner shall also pay to the Enforcer:

- 2.5 The Enforcer'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 the costs, fees and charges of any other person entitled to enforce the remedies.
- 2.6 The provisions applying to the specified covenants are those set out below.

3. DESIGN CONTROLS

The Covenantor will not erect or permit to be erected on the Lot:

- 3.1 Any more than one dwelling and one associated outbuilding;
- 3.2 Any dwelling not constructed on site or not from an individual design not being a pre-used or second hand or relocatable building;
- 3.3 Any outbuilding other than one of a style and quality similar to that erected on the Lot;
- 3.4 Any dwelling or outbuilding where the wall cladding is not of a majority/consistent quality. Consistent brick, linea board, stone or plaster (whether cement or coating over polystyrene block or sheathing) or combination of the above wall cladding shall not be in breach of this condition;
- 3.5 Any dwelling or outbuilding of corrugated iron whether unpainted or painted, provided that decramastic and coloursteel products or products of a similar construction, precoated in the manufacturing process shall not be in breach of this condition;
- 3.6 Any dwelling or outbuilding with exterior walls, window exterior joinery or a roof composed of partly or fully reflective or visually obtrusive material or have unpainted or exposed zinc coated products (other than solid zinc sheets) comprising all or part of the exterior cladding, roofing, guttering or downpipes;
- 3.7 Any dwelling or outbuilding with a roof pitch over 25 degrees above horizontal;
- 3.8 Any dwelling or outbuilding of an "A" frame style construction;
- 3.9 Any dwelling or outbuilding that incorporates an under structure that is not fully enclosed;
- 3.10 Any dwelling or outbuilding with solar panels installed at an angle any greater than 3.5 degrees from the roof slope.

4. DESIGN APPROVAL

The Covenantor will not erect or permit to be erected on the Lot:

- 4.1 Any building, structure or improvement without first obtaining the written approval of the Design Panel to the final building exterior footprint plans and landscape plans (and where

appropriate in the same form as intended to be submitted to the territorial authority for a building consent) and such specifications shall include full details of all exterior colour schemes and finishes and details of driveways.

- 4.2 Approval shall be entirely at the discretion of the Design Panel in all respects provided that should the Design Panel fail to approve or disapprove such plans and specifications within 25 working days of receipt of the same, then it shall be deemed to have approved the same. The Covenantor shall not apply for a building consent until such time as the Design Panel's approval, whether deemed or otherwise, has been obtained.
- 4.3 ApplebyField Limited, Appleby 54 Limited and/or Richmond West Limited Partnership shall be entitled to serve an injunction notice on the Covenantor to cease all work if the Covenantor shall commence any construction work without having first obtained the approval of the Design Panel in accordance with these covenants.
- 4.4 The obligation to obtain the approval of the Design Panel pursuant to this clause shall expire ten (10) years after the date of registration of this instrument.
- 4.5 The Covenantor will not make any alterations or changes to the plans or specifications of the dwelling, building or structure, once approved by the Design Panel, during the construction process without first having obtained the Design Panel's written approval.

5. CONSTRUCTION

- 5.1 The Covenantor shall maintain the Lot prior to and during the construction process to an acceptable standard in the opinion of the Design Panel and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height ApplebyField Limited, Appleby 54 Limited and/or Richmond West Limited Partnership (or its nominated representative) reserves the right to have the Lot mowed and the Covenantor agrees to accept liability for the cost plus 50%.
- 5.2 The Covenantor will be responsible for the cost of repair for any damage to roadside landscaping, roads, footpaths, kerbing, berms, concrete works or any other structure in the subdivision arising from the actions of the Covenantor its invitees or licensees or their employees. The Covenantor shall reinstate or if necessary, replace entirely at their cost any such damaged items immediately if the damage occurs.

6. GENERAL STANDARDS

- 6.1 The Covenantor will not store or allow to be stored, any car, caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of Lot 100 on DP 542339 road to vest. Short term parking by visitors and trades people will not be a breach of this covenant.
- 6.2 The Covenantor will not store or allow to be stored, any car, caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of the Lot unless it is screened from the road frontage.

- 6.3 The Covenantor will ensure that any external air conditioning unit shall be screened from adjoining Lots and from the street.
- 6.4 The Covenantor will ensure that any aerial installed on the Lot shall not be visible from the street.
- 6.5 The Covenantor will ensure that any garden shed or clothesline are aesthetically sensitive to the dwellings with the Lower Queen Street Subdivision and are positioned to ensure that they are not visible from the street.
- 6.6 The Covenantor will ensure that any letterbox is aesthetically sensitive to the dwellings with the Lower Queen Street Subdivision.
- 6.7 The Covenantor will not allow any animal to be brought onto or kept on the property other than up to two dogs and/or two cats. Any dog which is in whole or part resembles any of the following breeds of dog is not permitted: Brazilian Fila; Dogo Argentino; American Pit Bull Terrier; Rottweiler; Doberman Pinscher; Japanese Tosa; Perro de Presa Canario. No pet shall be permitted which makes a noise in a manner or of such volume to annoy or disturb others.
- 6.8 The Covenantor shall complete construction of any Dwelling within 6 months after the formation of the foundations of that Dwelling and complete site landscaping including lawns no later than 6 months after completion of the Dwelling.
- 6.9 The Covenantor shall not use any caravan or campervan or other similar facility for regular overnight sleeping accommodation on any Lot during the construction of the dwelling on the Lot.
- 6.10 The Covenantor shall not permit any temporary or modular buildings, placement of caravans, sleep-outs or motor homes or any other form of temporary accommodation on the Lot.
- 6.11 The Covenantor shall not display or permit on any Lot an advertisement hoarding or sign except for compulsory statutory signage, real estate sign pending sale and builders' construction or show home signage.
- 6.12 The Covenantor shall not allow building and landscape design features to be unmaintained or deteriorate to a level where the standard of presentation is either:
 - a. Inadequate taking into account fair wear and tear, the original condition at the time residence was occupied and the condition of the neighbouring properties; or
 - b. Less than that represented in the rest of the Lower Queen Street Subdivision.

7. FENCING

- 7.1 The Covenantor shall not erect any fence within 5 metres of the street frontage boundary or any fence within the front yard of the Lot exceeding 1.2 metres in height.
- 7.2 The Covenantor shall not use any second-hand building materials for any fencing on the Lot.

- 7.3 The Covenantor shall not erect any fence using galvanized iron, polite or cement board panels on its construction.
- 7.4 The Covenantor will not call upon and acknowledges that ApplebyField Limited, Appleby 54 Limited and Richmond West Limited Partnership will not be liable to pay for any or contribute towards the cost of any boundary fencing.

8. LANDSCAPING AND PLANTING

- 8.1 The Covenantor will not carry out any landscape work on the Lot without first having a Landscape Design Plan approved by the Design Panel.
- 8.2 The Covenantor will not grow or allow to grow on the Lot any tree, shrub or other vegetation to a height which exceeds 3.0 metres above ground within 2 metres of any Lot roadside boundary.
- 8.3 The Covenantor will ensure that the front yard of the Lot is fully landscaped within Six (6) months from the date of occupation of the dwelling erected on the Lot.
- 8.4 The Covenantor shall keep maintained all plantings on the Lot including any street frontage plantings between the Lot frontage and the street.
- 8.5 The Covenantor shall keep and maintain any planting established within the planter boxes erected or to be erected on their Lot(s) straddling the boundary.
- 8.6 The Covenantor shall replace any plants that die, have serious disease problems or are in poor or unsightly condition within the Lot and between the Lot frontage and the street.

9. NO SUBDIVISION

The Covenantor shall not subdivide any of the burdened land.

- 9.1 "Subdivide" shall have the meaning given to the expression "Subdivision of Land" in Section 218 of the Resource Management Act 1991.
- 9.2 Any boundary adjustment that does not create a separate building site or an additional title shall not be in breach of this condition.

10. NO OBJECTION

- 10.1 The Covenantor acknowledges that ApplebyField Limited, Appleby 54 Limited and/or Richmond West Limited Partnership Limited have or may have in the future Resource Consent for subdivision of their remaining lands adjacent to the subdivision. The Covenantor will not object to nor make or lodge, nor be party to, nor finance or contribute to the cost of any submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict ApplebyField Limited, Appleby 54 Limited and/or Richmond West Limited Partnership completing the subdivision and development of its properties.

11. MODIFICATION

- 11.1 Whilst ApplebyField Limited, Appleby 54 Limited and/or Richmond West Limited Partnership Limited remain the registered owner of any Lot, each reserves the right to itself (with the intent that this right does not enure to its successors in title) to waive or modify any of the above covenants, but it will only do so, if in its opinion, such action does not impinge on the integrity of the subdivision in its entirety.

12. TERMINATION

- 12.1 The Covenants contained herein shall automatically cease to have any effect on any allotment that will vest as a road or reserve, in any subsequent stage of the subdivision