

View Instrument Details



Instrument No 12397944.6
Status Registered
Date & Time Lodged 09 March 2022 16:02
Lodged By Clark, Belinda Kay
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1037301	Nelson
1037302	Nelson
1037303	Nelson
1037304	Nelson
1037305	Nelson
1037306	Nelson
1037307	Nelson
1037308	Nelson
1037309	Nelson
1037310	Nelson
1037311	Nelson
1037312	Nelson
1037313	Nelson
1037314	Nelson
1037315	Nelson
1037316	Nelson
1037317	Nelson
1037318	Nelson

Annexure Schedule Contains 11 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 Jeremy Charles Barton as Covenantor Representative on 10/03/2022 10:13 AM

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 Jeremy Charles Barton as Covenantee Representative on 10/03/2022 10:13 AM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Wensley Road Developments Limited

Covantee

Wensley Road Developments Limited

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covantee** (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
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
	567584		
Land Covenant		1037301 to 1037317 (inclusive)	1037301 to 1037317 (inclusive) 1037318

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

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

Continue in additional Annexure Schedule if required.

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

[Annexure Schedule B].

SCHEDULE B – LAND COVENANTS**1. INTERPRETATION**

In these Covenants, unless the context otherwise requires:-

Lot(s)	means present or future Lot(s).
Subdivide	has the same meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991. However, any boundary adjustment that does not create a separate building site shall not be the "subdivision of land".
Subdivision	means the subdivision of land contained in RT 997689 in the manner shown and defined on Deposited Plan 567584
Covenantor/s	means the registered owners (from time to time) of the burdened Lots described in Schedule "A".

2. SUBDIVISION AND STRUCTURES

2.1. The Covenantors shall not at any time hereafter:

- a. Subdivide any of the burdened lots.
- b. For a period of 21 years from the date of this Covenant erect or permit to be erected or placed on any of the burdened lots:
 - i. Any more than one dwelling and associated outbuildings;
 - ii. A dwelling with a floor area of less than 130m², unless prior written approval is granted by Wensley Road Developments Limited (Wensley). For the purposes of this clause, floor area excludes:-
 - (1) Garaging;
 - (2) Carports;
 - (3) Detached outbuildings;
 - (4) Roof overhangs (except as provided below); and/or
 - (5) Decking;
 For the purpose of this clause, the floor area includes:-
 - (1) Internal and external walls of the dwelling;
 - (2) Internal fixtures of the dwelling; and/or
 - (3) Roof overhangs that encompass a veranda or porch that is attached to the dwelling.
 - iii. A dwelling, without a double garage or garaging having an area of less than 36m², unless prior written approval is granted by Wensley.
 - iv. Any dwelling, building or other structure with an external wall cladding of "Hardiplank", "Fibrolite", and "Hardiflex", the area of which exceeds 30% of the total area of the dwelling, building or other structure on each occasion as the case may be. The restrictions imposed by this sub-clause shall apply irrespective of whether or not any such cladding is unpainted or painted and/or coated during or subsequent to manufacture PROVIDED THAT the restrictions contained in this sub-clause shall not apply where that cladding is coated with a proprietary textured finish or traditional sand and cement plaster finish otherwise the provision of this sub-clause shall apply irrespective of whether or not any of the claddings referred to in this sub-clause are unpainted or painted and/or during or subsequent to manufacture.
 - v. Any dwelling, building or structure of an "A" frame style or construction.

- vi Any dwelling, building or structure using pole foundations where the poles are not enclosed.
 - vii Any dwelling to a shape, which is a single rectangle, or without containing at least one roof break or full valley in the roof.
 - viii A pre-used dwelling, building or structure.
 - ix Any dwelling, building or structure constructed of pre-used materials (excluding bricks).
 - x Any building or structure that is not of a design, colour or exterior cladding matching the design, colour or exterior cladding in the dwelling to which it relates.
 - xi Any letterbox not in keeping with the general standard of the subdivision and design of the dwelling.
 - xii Any dwelling, building, mast, aerial or other structure of any nature whatsoever;
 - (1) That has windows, sky lights or doors within the roof structure provided however that Wensley may at its sole discretion entirely, waive this provision if it is satisfied that any window, sky light or door in the roof structure does not unreasonably affect the privacy of any benefited Lot or Lots.
 - (2) That exceeds the maximum height of 5.5m above natural ground level unless the prior written approval has been obtained from Wensley. For the purposes of measuring this height, the height in relation to any building, dwelling, structure, mast or aerial, means the vertical distance between the highest point of the dwelling, building, mast, aerial or structure and the ground level immediately below that point. The ground level for the purposes of measuring this height shall be the level prior to any excavation of the building platform or any filling of land other than that undertaken at the time of subdivision to prepare the burdened Lots.
 - xiii Any dwelling, garage or building incorporating a "tilta" type door. Sectional type doors shall not be in breach of this provision.
 - xiv Any caravan, house truck, tent or similar means of providing temporary or permanent accommodation for the purposes of supplementary accommodation on the burdened lot (either before or after the building of a dwelling) PROVIDED HOWEVER storage of such item on the Lot shall be allowed.
- c. Erect any dwelling, building or other structure whatsoever on any burdened lot without first having obtained the written confirmation of Wensley that the proposed dwelling, building or other structure, including roofline, letterbox and fences, comply with these restrictions.

In seeking such confirmation, the registered owner(s) shall provide full contract documentation, plans and specifications (including details of colours and materials of the roof, fascias window surrounds and cladding) for Wensley's consideration prior to lodging plans with the local authority for building consent. The intention of this clause is for Wensley to check that the dwelling, building or other structure to be erected on a benefited lot is of sufficient quality, design and value in keeping with these restrictions and the subdivision.

Consideration of house plans will be by a committee of two (2) persons representing Wensley. The purpose is to ensure consistency of approvals and to maintain a level of design and value appropriate to the subdivision and development.

In the event Wensley fails to approve or disapprove such plans and specifications within 15 working days of receipt of the same then it shall be deemed to have consented to the same.

PROVIDED HOWEVER the obligations to obtain Wensley's consent shall not be required after 1 January 2025 but such lack of necessity for consent thereafter shall not release the Covenantors from their obligations to comply with the remaining covenants.

- d. Make any alterations or changes to the plans or specifications of the dwelling, building or structure (once approved by Wensley) in terms of clause 2.1(c) during the construction process without first having obtained Wensley's written approval.
- e. Use or permit to be used any of the burdened lots or part thereof for any trading or commercial purpose that by reason of noise, smell, visual appearance or any other reason unreasonably detract from the use and enjoyment of a benefited lots by the owners or occupiers therefore, or as a hostel, lodge or boarding house.
- f. Allow rubbish or waste materials to accumulate on any of the burdened lots or allow any of the burdened lots to become untidy or unsightly
- g. Except in respect of the trim thereof, paint or coat or permit to be painted or coated the exterior of any dwelling, building or structure in a colour other than a colour approved by Wensley pursuant to clause 2.1(c).
- h. Reside in any dwelling house without its exterior completed, including all exterior painting.
- i. Allow any dwelling house to remain in an incomplete state for more than twelve (12) months from the laying down of the foundations for such dwelling.
- j. Grow or permit to grow upon a burdened lot, any tree, shrub or other plant or any variety whatsoever to such extent that it unreasonably interferes with the sunlight to, or view from any dominant allotment.
- k. Allow the grass and other vegetation on the burdened lot to be left uncut or untidy, or the grass to grow longer than 100mm. The Covenantor or Wensley may cut the grass on any burdened lot not complying with this clause following seven days after the Covenantor or Wensley has notified the registered owner to comply with this clause and the registered owner shall pay the Covenantor or Wensley all its costs in doing so. The provisions of this clause shall only apply prior to the commencement of building on a burdened lot.
- l. Any animal (including dogs and other domestic pets) to be kept in or about the burdened lot and buildings thereon which is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the registered owners of the burdened Lots are not allowed to keep on the burdened lot or in any on-site building or structure any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds (unless otherwise approved by Wensley).
- m. Park, store or place any boat, trailer, auxiliary vehicle or other such vehicle on the road, reserve, or between the dwelling and the road boundary for a period of time extended and continuous.
- n. Move soil or other material off the burdened lot onto an adjoining lot without the written consent of the owner of the relevant adjoining lot.
- o. The Covenantor shall not erect any fence:-
 - i. within 4.5m of a boundary of a lot which adjoins a road ,as per the attached landscape plan marked "A"
 - ii. within the front yard of a lot that exceeds 1.2m in height.
 - iii. constructed of solid timber, or using second-hand materials, galvanised iron, polite or cement board panels.
 - iv. without first obtaining the approval of Wensley to the design and materials to be used in the construction of such fence.

3 "**LANDSCAPE BED**" in this clause means the rectangular area with the dimensions of 4.5m x 1m and located on each Lot in the position shown on the attached plan marked "B".

- 3.1 The Covenantor will not grow or allow to be grown on that part of the Lot being the landscape bed, any tree, shrub or vegetation which exceeds a height of 4 metres above the ground level of the Lot at the date of issue of the record of title for the Lot provided that specimen trees exceeding 4m in height and planted within 3m of the of any roadside boundary of the Lot, may be planted within the landscape bed after first obtaining the approval of Wensley.
- 3.2 The Covenantor will complete all planting and landscaping on the Lot within six (6) months of the date of occupation of the dwelling on the Lot.
- 3.3 The Covenantor will maintain all planting and landscaping on the Lot and all planting, landscaping and grassed areas between the road kerb and channel immediately in adjoining the Lot and the boundary of the Lot.

4 REGISTERED OWNER COVENANTS

- 4.1 The covenants shall at all times hereafter comply with the terms, conditions and restrictions of any consent notice in terms of the Resource Management Act 1991 registered against the Record of Title of the burdened lots.
- 4.2 The registered owners of Lots 19, 22, 23, 45 to 48, 51 to 53 and 70 at all times hereafter covenant to plant and maintain, a landscape area consisting of trees and shrubs in accordance with the Landscaping Plan prepared by Korugarden attached and titled "Wensley Road Developments Limited The Proposed Landscape Plan ("The Plan")", the landscaping area to be located within an area on each of the Lots as detailed on the plan. The intention is that the requirements recorded on the plan are to be complied with on a continuing basis by the registered owners of the Lots in respect of the mandatory setbacks, landscape requirements and fencing covenants.
- 4.3 The registered owners of Lots 1 to 6 covenant to plant and maintain the landscape area in accordance with the Obd concept plan attached.

5 DISPUTES

- 5.1 If any dispute or difference shall arise between the registered owner(s) of one lot and the registered owner(s) of another lot or registered owner(s) of one lot and the Covenantor in respect of any matter arising out of these covenants or the application of them then such dispute or difference shall be determined by the Covenantor or entirely at the Grantor's discretion some other person appointed by the Covenantor for that purpose whose decision shall be final and binding. The costs and expenses of resolving any such dispute or difference shall be borne in such proportion as the person determining the dispute shall in that person's absolute discretion determine.

6 SURRENDER

- 6.1 If the registered owners of any benefited lot should wish to surrender the benefit of any of these covenants, then the registered owner(s) of the burdened lots concerned shall, upon being requested to do so, consent to such surrender and execute such documents and do such things to enable the surrender and registration of it to be affected.

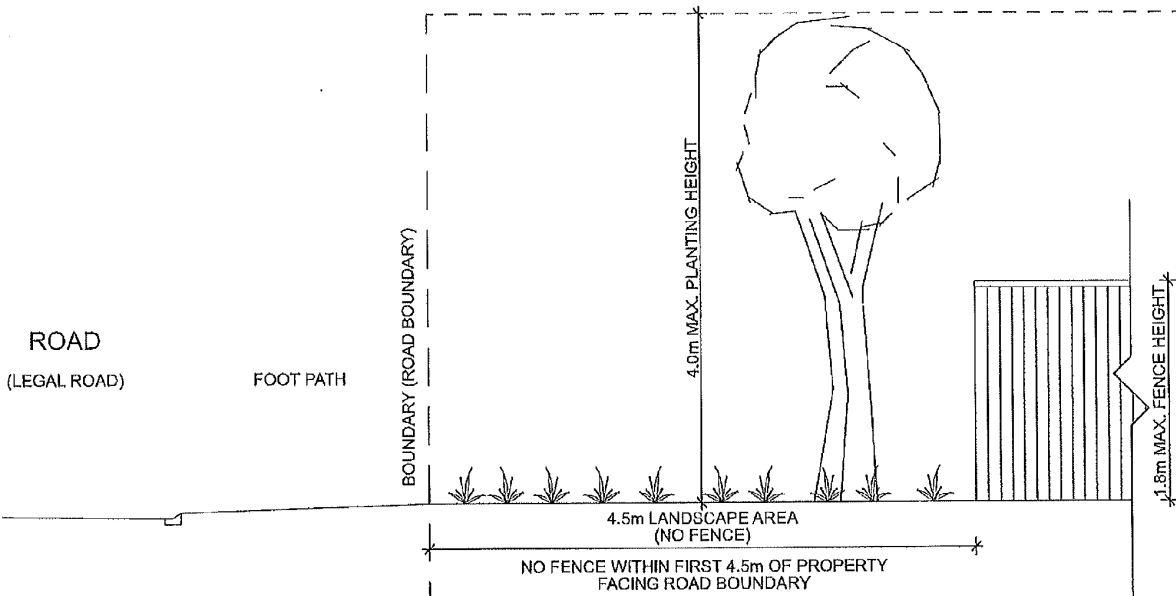
7 EXCLUSION OF LIABILITY

- 7.1 Wensley shall not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any of the lots or at all as a result of these covenants or otherwise and the registered owners for the time being of the burdened lots and the benefited lots shall indemnify and keep indemnified Wensley and its legal successors (other than successors in Title after registration of a Transfer Instrument) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this Easement Instrument in respect of the Lots on Deposit Plan 567584 which have been transferred by Wensley.
- 7.2 Wensley shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the land and any contiguous land owned by

Wensley (the Covenantor) but this proviso shall not endure for the benefit of any subsequent purchaser or registered owner of the contiguous land.

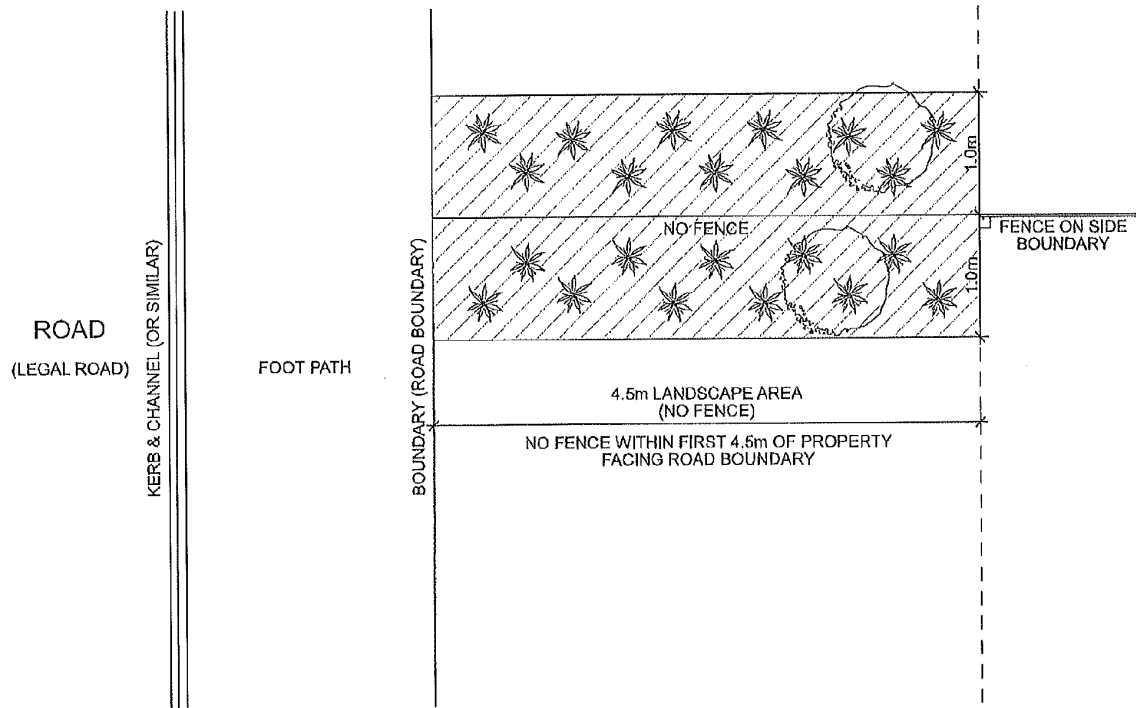
- 7.3 Wensley reserves the right to vary, modify or waive any of the foregoing covenants in writing provided that Wensley's reasonable expectations and standards for the subdivision are met.

"A"



ELEVATION - SIDE BOUNDARY ABUTTING ROAD BOUNDARY

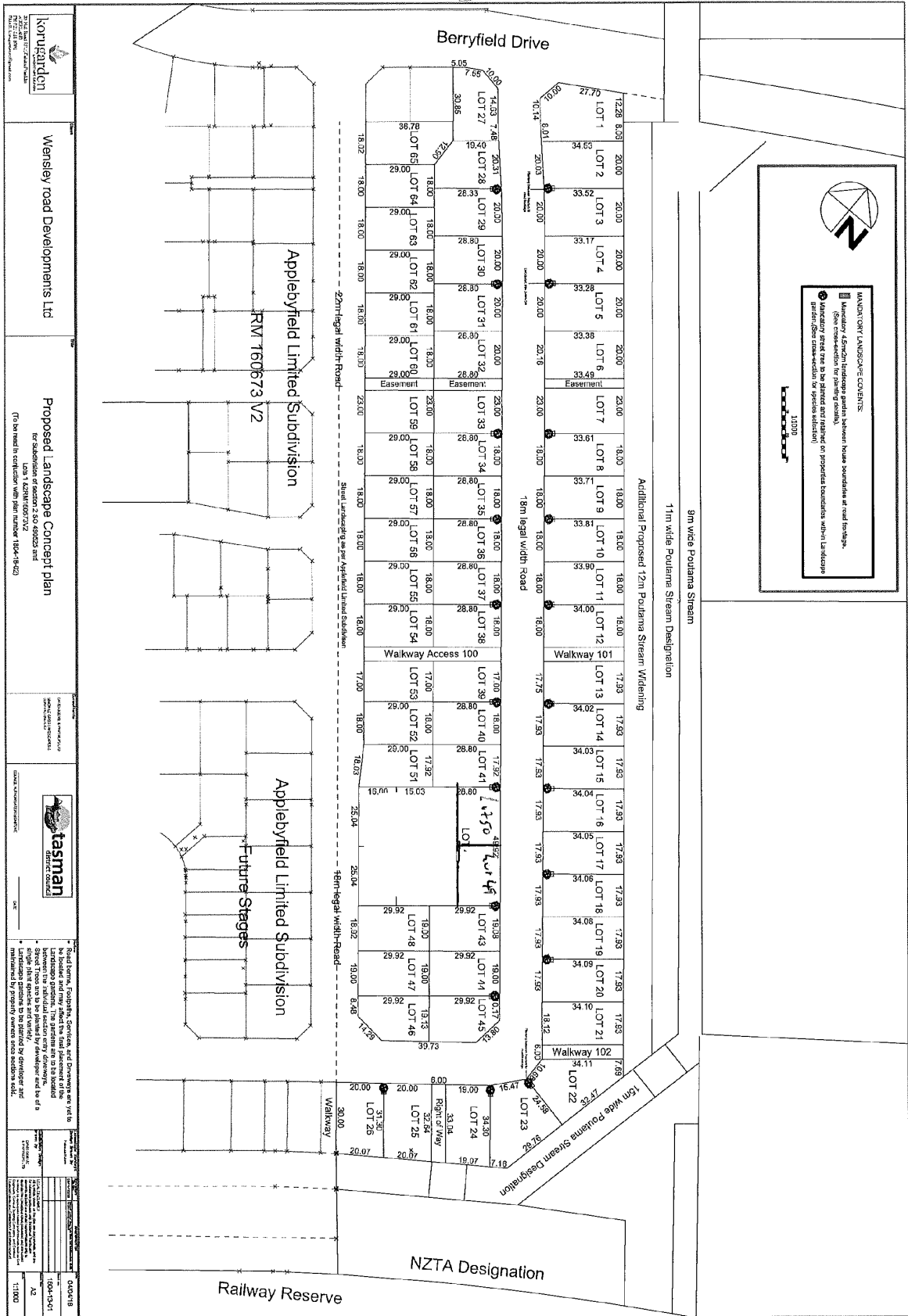
SCALE: 1:50



PLAN VIEW - SIDE BOUNDARY ABUTTING ROAD BOUNDARY

SCALE: 1:50

"B"



Wensley road Developments Ltd

Proposed Landscape Concept Plan for subdivision of section 2, S.O. 48/2025 and (To be read in conjunction with plan number 1004-19/03)

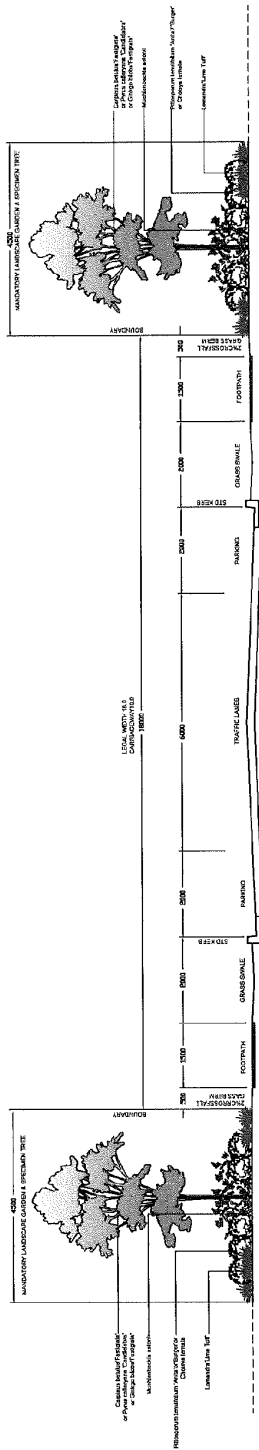
tasman district council

tasman district council

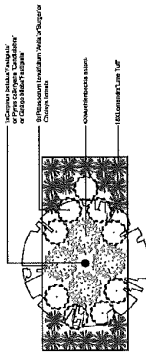
Road names, footpaths, services, and Driveways are not to be shown on the site plan and are to be shown on the landscape plan. The landscape plan must show the location of the individual sections and driveway, and the location of the individual sections and driveway, and the location of the individual sections and driveway.

DATE	04/01/18
REVISION	02
BY	11/00

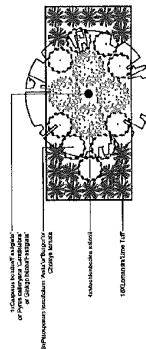
CROSS SECTION OF 18m WIDE ROAD SHOWING MANDATORY LANDSCAPE GARDENS



PLAN VIEW OF LANDSCAPED GARDEN



PLAN VIEW OF LANDSCAPED GARDEN



Wensley road Developments Ltd

Proposed Landscape Concept plan Cross-section and Planting plan details
for Subdivision of section 2 SO 490525 and
Lots 1 & 2 PRM 1606702
(To be read in conjunction with plan number 1804-13-01)

Project Name	1004/18
Client	1804-13-02
Scale	A3
Sheet No.	1:100

View Instrument Details



Instrument No 12029318.10
Status Registered
Date & Time Lodged 22 February 2021 09:58
Lodged By Clark, Belinda Kay
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
965801	Nelson
965802	Nelson
965803	Nelson
965804	Nelson
965805	Nelson
965806	Nelson
965807	Nelson
965808	Nelson
965809	Nelson
965810	Nelson
965811	Nelson
965812	Nelson
965813	Nelson
965814	Nelson
965815	Nelson
965816	Nelson
965817	Nelson
965818	Nelson
965819	Nelson
965823	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 Anthony Gilbert Stallard as Covenantor Representative on 15/03/2021 12:25 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

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Signature

Signed by Anthony Gilbert Stallard as Covenantee Representative on 15/03/2021 12:25 PM

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

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Form 26

Covenant Instrument to note land covenant

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

Covenantor

Wensley Road Developments Limited

Covenantee

Wensley Road Developments 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
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	554945	965801 to 965819 (inclusive)	965801 to 965819 (inclusive) 965823

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

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

Continue in additional Annexure Schedule if required.

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

[Annexure Schedule B].

SCHEDULE B – RESTRICTIVE COVENANTS**1. INTERPRETATION**

In these Covenants, unless the context otherwise requires:-

Lot(s)	means present or future Lot(s).
Subdivide	has the same meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991. However, any boundary adjustment that does not create a separate building site shall not be the "subdivision of land".
Subdivision	means the subdivision of land contained in RT 934510 in the manner shown and defined on Deposited Plan 554945
Covenantor/s	means the registered owners (from time to time) of the burdened Lots described in Schedule "A" .

2. SUBDIVISION AND STRUCTURES

2.1. The Covenantors shall not at any time hereafter:

- a. Subdivide any of the burdened lots.
- b. For a period of 21 years from the date of this Covenant Instrument erect or permit to be erected or placed on any of the burdened lots:
 - i Any more than one dwelling and associated outbuildings;
 - ii A dwelling with a floor area of less than 130m², unless prior written approval is granted by Wensley Road Developments Limited (Wensley). For the purposes of this clause, floor area excludes:-
 - (1) Garaging;
 - (2) Carports;
 - (3) Detached outbuildings;
 - (4) Roof overhangs (except as provided below); and/or
 - (5) Decking;
 For the purpose of this clause, the floor area includes:-
 - (1) Internal and external walls of the dwelling;
 - (2) Internal fixtures of the dwelling; and/or
 - (3) Roof overhangs that encompass a veranda or porch that is attached to the dwelling.
 - iii A dwelling, without a double garage or garaging having an area of less than 36m², unless prior written approval is granted by Wensley.
 - iv Any dwelling, building or other structure with an external wall cladding of "Hardiplank", "Fibrolite", and "Hardiflex", the area of which exceeds 30% of the total area of the dwelling, building or other structure on each occasion as the case may be. The restrictions imposed by this sub-clause shall apply irrespective of whether or not any such cladding is unpainted or painted and/or coated during or subsequent to manufacture PROVIDED THAT the restrictions contained in this sub-clause shall not apply where that cladding is coated with a proprietary textured finish or traditional sand and cement plaster finish otherwise the provision of this sub-clause shall apply irrespective of whether or not any of the claddings referred to in this sub-clause are unpainted or painted and/or during or subsequent to manufacture.
 - v Any dwelling, building or structure of an "A" frame style or construction.
 - vi Any dwelling, building or structure using pole foundations where the poles are not enclosed.

- vii Any dwelling to a shape, which is a single rectangle, or without containing at least one roof break or full valley in the roof.
 - viii A pre-used dwelling, building or structure.
 - ix Any dwelling, building or structure constructed of pre-used materials (excluding bricks).
 - x Any building or structure that is not of a design, colour or exterior cladding matching the design, colour or exterior cladding in the dwelling to which it relates.
 - xi Any letterbox not in keeping with the general standard of the subdivision and design of the dwelling.
 - xii Any dwelling, building, mast, aerial or other structure of any nature whatsoever;
 - (1) That has windows, sky lights or doors within the roof structure provided however that Wensley may at its sole discretion entirely, waive this provision if it is satisfied that any window, sky light or door in the roof structure does not unreasonably affect the privacy of any benefited Lot or Lots.
 - (2) That exceeds the maximum height of 5.5m above natural ground level unless the prior written approval has been obtained from Wensley. For the purposes of measuring this height, the height in relation to any building, dwelling, structure, mast or aerial, means the vertical distance between the highest point of the dwelling, building, mast, aerial or structure and the ground level immediately below that point. The ground level for the purposes of measuring this height shall be the level prior to any excavation of the building platform or any filling of land other than that undertaken at the time of subdivision to prepare the burdened Lots.
 - xiii Any dwelling, garage or building incorporating a "tilta" type door. Sectional type doors shall not be in breach of this provision.
 - xiv Any caravan, house truck, tent or similar means of providing temporary or permanent accommodation for the purposes of supplementary accommodation on the burdened lot (either before or after the building of a dwelling) PROVIDED HOWEVER storage of such item on the Lot shall be allowed.
- c. Erect any dwelling, building or other structure whatsoever on any burdened lot without first having obtained the written confirmation of Wensley that the proposed dwelling, building or other structure, including roofline, letterbox and fences, comply with these restrictions.

In seeking such confirmation, the registered owner(s) shall provide full contract documentation, plans and specifications (including details of colours and materials of the roof, fascias window surrounds and cladding) for Wensley's consideration prior to lodging plans with the local authority for building consent. The intention of this clause is for Wensley to check that the dwelling, building or other structure to be erected on a benefited lot is of sufficient quality, design and value in keeping with these restrictions and the subdivision.

To facilitate the sale of Lots, concept plans will be considered; however final approval will be subject to the full conditions of this clause.

Consideration of house plans will be by a committee of two (2) persons representing Wensley. The purpose is to ensure consistency of approvals and to maintain a level of design and value appropriate to the subdivision and development.

In the event Wensley fails to approve or disapprove such plans and specifications within 15 working days of receipt of the same then it shall be deemed to have consented to the same.

PROVIDED HOWEVER the obligations to obtain Wensley's consent shall not be required after 1 January 2025 but such lack of necessity for consent thereafter shall not release the Covenantors from their obligations to comply with the remaining covenants.

- d. Make any alterations or changes to the plans or specifications of the dwelling, building or structure (once approved by Wensley) in terms of clause 2.1(c) during the construction process without first having obtained Wensley's written approval.
- e. Use or permit to be used any of the burdened lots or part thereof for any trading or commercial purpose that by reason of noise, smell, visual appearance or any other reason unreasonably detract from the use and enjoyment of a benefited lots by the owners or occupiers therefore, or as a hostel, lodge or boarding house.
- f. Allow rubbish or waste materials to accumulate on any of the burdened lots or allow any of the burdened lots to become untidy or unsightly
- g. Except in respect of the trim thereof, paint or coat or permit to be painted or coated the exterior of any dwelling, building or structure in a colour other than a colour approved by Wensley pursuant to clause 2.1(c).
- h. Reside in any dwelling house without its exterior completed, including all exterior painting.
- i. Allow any dwelling house to remain in an incomplete state for more than twelve (12) months from the laying down of the foundations for such dwelling.
- j. Grow or permit to grow upon a burdened lot, any tree, shrub or other plant or any variety whatsoever to such extent that it unreasonably interferes with the sunlight to, or view from any dominant allotment.
- k. Allow the grass and other vegetation on the burdened lot to be left uncut or untidy, or the grass to grow longer than 100mm. The Covenantor or Wensley may cut the grass on any burdened lot not complying with this clause following seven days after the Covenantor or Wensley has notified the registered owner to comply with this clause and the registered owner shall pay the Covenantor or Wensley all its costs in doing so. The provisions of this clause shall only apply prior to the commencement of building on a burdened lot.
- l. Any animal (including dogs and other domestic pets) to be kept in or about the burdened lot and buildings thereon which is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the registered owners of the burdened Lots are not allowed to keep on the burdened lot or in any on-site building or structure any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds (unless otherwise approved by Wensley).
- m. Park, store or place any boat, trailer, auxiliary vehicle or other such vehicle on the road, reserve, or between the dwelling and the road boundary for a period of time extended and continuous.
- n. Move soil or other material off the burdened lot onto an adjoining lot without the written consent of the owner of the relevant adjoining lot.
- o. The Covenantor shall not erect any fence:-
 - i. within 4.5m of a boundary of a lot which adjoins a road ,as per the attached landscape plan marked "A"
 - ii. within the front yard of a lot that exceeds 1.2m in height.
 - iii. constructed of solid timber, or using second-hand materials, galvanised iron, polite or cement board panels.
 - iv. without first obtaining the approval of Wensley to the design and materials to be used in the construction of such fence.

- 3 "Landscape bed" in this clause means the rectangular area with the dimensions of 4.5m x 1m and located on each Lot in the position shown on the attached plan marked "B".
 3.1 The Covenantor will not grow or allow to be grown on that part of the Lot being the landscape bed, any tree, shrub or vegetation which exceeds a height of 4 metres above the

ground level of the Lot at the date of issue of the record of title for the Lot provided that specimen trees exceeding 4m in height and planted within 3m of the roadside boundary of the Lot, may be planted within the landscape bed after first obtaining the approval of Wensley.

3.2 The Covenantor will complete all planting and landscaping on the Lot within six (6) months of the date of occupation of the dwelling on the Lot.

3.3 The Covenantor will maintain all planting and landscaping on the Lot and all planting, landscaping and grassed areas between the road kerb and channel immediately adjoining the Lot and the boundary of the Lot.

4 REGISTERED OWNER COVENANTS

4.1 The registered owner of the burdened Lots described in Schedule A covenant for the benefit of the benefited lots in Schedule A at all times hereafter:

- a. To, at all times, comply with the terms, conditions and restrictions of any consent notice in terms of the Resource Management Act 1991 registered against the Titles of the burdened lots.

4.2 The registered owners of all Lots at all times hereafter covenant to plant and maintain, a landscape area consisting of trees and shrubs in accordance with the Landscaping Plan prepared by Korugarden attached and titled "Wensley Road Developments Limited The Proposed Landscape Plan ("The Plan")", the landscaping area to be located within an area on each of the Lots as detailed on the plan. The intention is that the requirements recorded on the plan are to be complied with on a continuing basis by the registered owners of all Lots in respect of the mandatory setbacks, landscape requirements and fencing covenants.

5 DISPUTES

5.1 If any dispute or difference shall arise between the registered owner(s) of one lot and the registered owner(s) of another lot or registered owner(s) of one lot and the Covenantor in respect of any matter arising out of these covenants or the application of them then such dispute or difference shall be determined by the Covenantor or entirely at the Grantor's discretion some other person appointed by the Covenantor for that purpose whose decision shall be final and binding. The costs and expenses of resolving any such dispute or difference shall be borne in such proportion as the person determining the dispute shall in that person's absolute discretion determine.

6 SURRENDER

6.1 If the registered owners of any benefited lot should wish to surrender the benefit of any of these covenants then the registered owner(s) of the burdened lots concerned shall, upon being requested to do so, consent to such surrender and execute such documents and do such things to enable the surrender and registration of it to be affected.

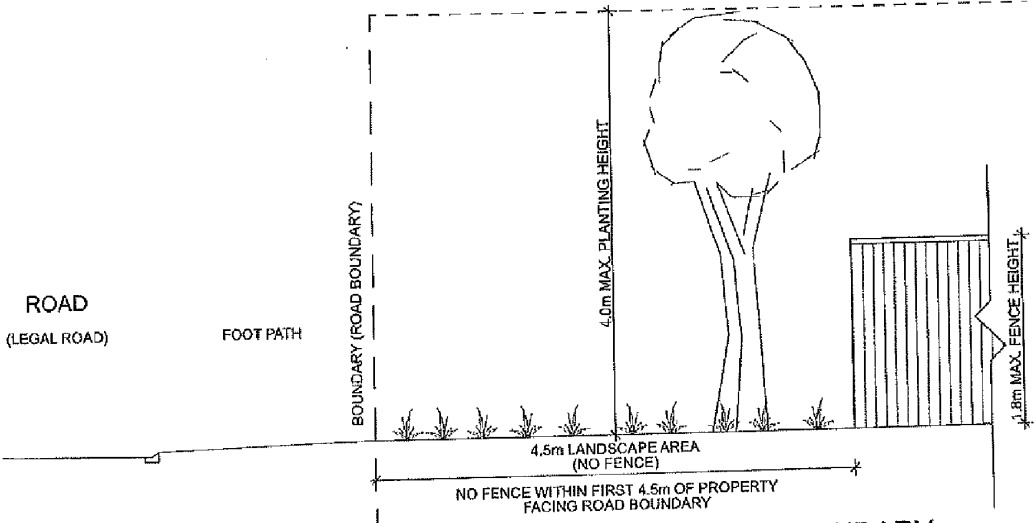
7 EXCLUSION OF LIABILITY

7.1 Wensley shall not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any of the lots or at all as a result of these covenants or otherwise and the registered owners for the time being of the burdened lots and the benefited lots shall indemnify and keep indemnified Wensley and its legal successors (other than successors in Title after registration of a Transfer Instrument) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this Easement Instrument in respect of the Lots on Deposit Plan 547413 which have been transferred by Wensley.

7.2 Wensley shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the land and any contiguous land owned by Wensley (the Covenantor) but this proviso shall not endure for the benefit of any subsequent purchaser or registered owner of the contiguous land.

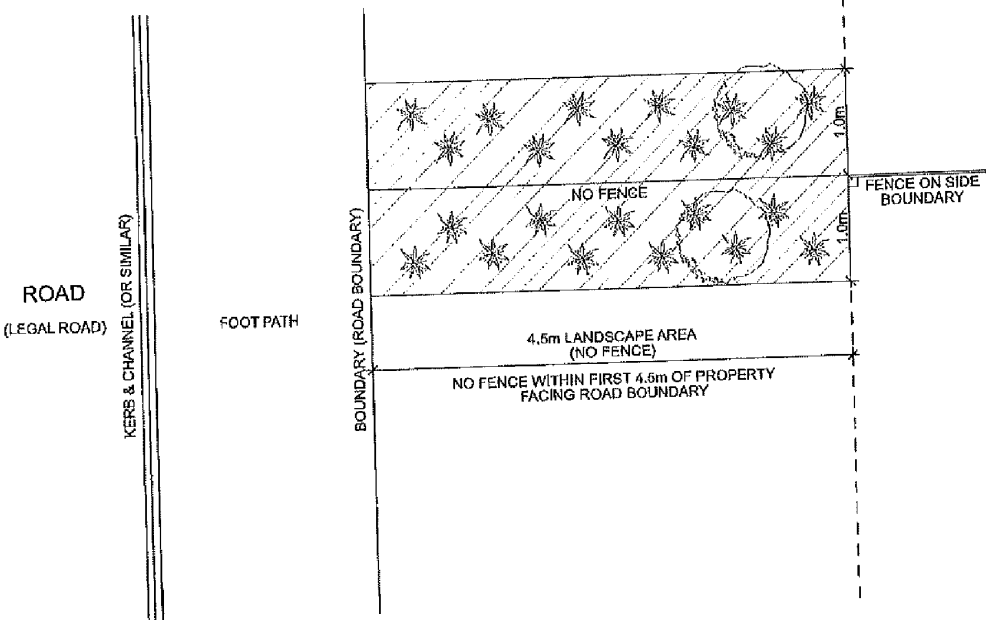
7.3 Wensley reserves the right to vary, modify or waive any of the foregoing covenants in writing provided that Wensley's reasonable expectations and standards for the subdivision are met.

"A"



ELEVATION - SIDE BOUNDARY ABUTTING ROAD BOUNDARY

SCALE: 1:60



PLAN VIEW - SIDE BOUNDARY ABUTTING ROAD BOUNDARY

SCALE: 1:80

View Instrument Details



Instrument No 11766626.13
Status Registered
Date & Time Lodged 05 June 2020 09:48
Lodged By Clark, Belinda Kay
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
934474	Nelson
934475	Nelson
934476	Nelson
934477	Nelson
934478	Nelson
934479	Nelson
934480	Nelson
934481	Nelson
934482	Nelson
934483	Nelson
934484	Nelson
934485	Nelson
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934501	Nelson
934502	Nelson
934503	Nelson
934504	Nelson
934505	Nelson
934506	Nelson
934507	Nelson
934508	Nelson
934509	Nelson
934510	Nelson

Annexure Schedule Contains 9 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 Anthony Gilbert Stallard as Covenantor Representative on 17/06/2020 09:49 AM

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 Anthony Gilbert Stallard as Covenantee Representative on 17/06/2020 09:49 AM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Wensley Road Developments Limited

Covenantee

Wensley Road Developments 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
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	547413	934474 To 934509 (inclusive)	934474 To 934509 (inclusive) 934510

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

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

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

Continue in additional Annexure Schedule if required.

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

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

[Annexure Schedule **B**].

SCHEDULE B – RESTRICTIVE COVENANTS**1. INTERPRETATION**

In these Covenants, unless the context otherwise requires:-

Lot(s)	means present or future Lot(s).
Subdivide	has the same meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991. However, any boundary adjustment that does not create a separate building site shall not be the "subdivision of land".
Subdivision	means the subdivision of land contained in RT 924316 in the manner shown and defined on Deposited Plan 547413
Covenantor/s	means the registered owners (from time to time) of the burdened Lots described in Schedule "A" .

2. SUBDIVISION AND STRUCTURES

2.1. The Covenantors shall not at any time hereafter:

- a. Subdivide any of the burdened lots.
- b. For a period of 21 years from the date of this Easement Instrument erect or permit to be erected or placed on any of the burdened lots:
 - i Any more than one dwelling and associated outbuildings;
 - ii A dwelling with a floor area of less than 130m², unless prior written approval is granted by Wensley Road Developments Limited (Wensley). For the purposes of this clause, floor area excludes:-
 - (1) Garaging;
 - (2) Carports;
 - (3) Detached outbuildings;
 - (4) Roof overhangs (except as provided below); and/or
 - (5) Decking;
 For the purpose of this clause, the floor area includes:-
 - (1) Internal and external walls of the dwelling;
 - (2) Internal fixtures of the dwelling; and/or
 - (3) Roof overhangs that encompass a veranda or porch that is attached to the dwelling.
 - iii A dwelling, without a double garage or garaging having an area of less than 36m², unless prior written approval is granted by Wensley.
 - iv Any dwelling, building or other structure with an external wall cladding of "Hardiplank", "Fibrolite", and "Hardiflex", the area of which exceeds 30% of the total area of the dwelling, building or other structure on each occasion as the case may be. The restrictions imposed by this sub-clause shall apply irrespective of whether or not any such cladding is unpainted or painted and/or coated during or subsequent to manufacture PROVIDED THAT the restrictions contained in this sub-clause shall not apply where that cladding is coated with a proprietary textured finish or traditional sand and cement plaster finish otherwise the provision of this sub-clause shall apply irrespective of whether or not any of the claddings referred to in this sub-clause are unpainted or painted and/or during or subsequent to manufacture.
 - v Any dwelling, building or structure of an "A" frame style or construction.

- vi Any dwelling, building or structure using pole foundations where the poles are not enclosed.
 - vii Any dwelling to a shape, which is a single rectangle, or without containing at least one roof break or full valley in the roof.
 - viii A pre-used dwelling, building or structure.
 - ix Any dwelling, building or structure constructed of pre-used materials (excluding bricks).
 - x Any building or structure that is not of a design, colour or exterior cladding matching the design, colour or exterior cladding in the dwelling to which it relates.
 - xi Any letterbox not in keeping with the general standard of the subdivision and design of the dwelling.
 - xii Any dwelling, building, mast, aerial or other structure of any nature whatsoever;
 - (1) That has windows, sky lights or doors within the roof structure provided however that Wensley may at its sole discretion entirely, waive this provision if it is satisfied that any window, sky light or door in the roof structure does not unreasonably affect the privacy of any benefited Lot or Lots.
 - (2) That exceeds the maximum height of 5.5m above natural ground level unless the prior written approval has been obtained from Wensley. For the purposes of measuring this height, the height in relation to any building, dwelling, structure, mast or aerial, means the vertical distance between the highest point of the dwelling, building, mast, aerial or structure and the ground level immediately below that point. The ground level for the purposes of measuring this height shall be the level prior to any excavation of the building platform or any filling of land other than that undertaken at the time of subdivision to prepare the burdened Lots.
 - xiii Any dwelling, garage or building incorporating a "tilta" type door. Sectional type doors shall not be in breach of this provision.
 - xiv Any caravan, house truck, tent or similar means of providing temporary or permanent accommodation for the purposes of supplementary accommodation on the burdened lot (either before or after the building of a dwelling) PROVIDED HOWEVER storage of such item on the Lot shall be allowed.
- c. Erect any dwelling, building or other structure whatsoever on any burdened lot without first having obtained the written confirmation of Wensley that the proposed dwelling, building or other structure, including roofline, letterbox and fences, comply with these restrictions.

In seeking such confirmation, the registered owner(s) shall provide full contract documentation, plans and specifications (including details of colours and materials of the roof, fascias window surrounds and cladding) for Wensley's consideration prior to lodging plans with the local authority for building consent. The intention of this clause is for Wensley to check that the dwelling, building or other structure to be erected on a benefited lot is of sufficient quality, design and value in keeping with these restrictions and the subdivision.

To facilitate the sale of Lots, concept plans will be considered; however final approval will be subject to the full conditions of this clause.

Consideration of house plans will be by a committee of two (2) persons representing Wensley. The purpose is to ensure consistency of approvals and to maintain a level of design and value appropriate to the subdivision and development.

In the event Wensley fails to approve or disapprove such plans and specifications within 15 working days of receipt of the same then it shall be deemed to have consented to the same.

PROVIDED HOWEVER the obligations to obtain Wensley's consent shall not be required after 1 January 2025 but such lack of necessity for consent thereafter shall not release the Covenantors from their obligations to comply with the remaining covenants.

- d. Make any alterations or changes to the plans or specifications of the dwelling, building or structure (once approved by Wensley) in terms of clause 2.1(c) during the construction process without first having obtained Wensley's written approval.
- e. Use or permit to be used any of the burdened lots or part thereof for any trading or commercial purpose that by reason of noise, smell, visual appearance or any other reason unreasonably detract from the use and enjoyment of a benefited lots by the owners or occupiers therefore, or as a hostel, lodge or boarding house.
- f. Allow rubbish or waste materials to accumulate on any of the burdened lots or allow any of the burdened lots to become untidy or unsightly
- g. Except in respect of the trim thereof, paint or coat or permit to be painted or coated the exterior of any dwelling, building or structure in a colour other than a colour approved by Wensley pursuant to clause 2.1(c).
- h. Reside in any dwelling house without its exterior completed, including all exterior painting.
- i. Allow any dwelling house to remain in an incomplete state for more than twelve (12) months from the laying down of the foundations for such dwelling.
- j. Grow or permit to grow upon a burdened lot, any tree, shrub or other plant or any variety whatsoever to such extent that it unreasonably interferes with the sunlight to, or view from any dominant allotment.
- k. Allow the grass and other vegetation on the burdened lot to be left uncut or untidy, or the grass to grow longer than 100mm. The Covenantor or Wensley may cut the grass on any burdened lot not complying with this clause following seven days after the Covenantor or Wensley has notified the registered owner to comply with this clause and the registered owner shall pay the Covenantor or Wensley all its costs in doing so. The provisions of this clause shall only apply prior to the commencement of building on a burdened lot.
- l. Any animal (including dogs and other domestic pets) to be kept in or about the burdened lot and buildings thereon which is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the registered owners of the burdened Lots are not allowed to keep on the burdened lot or in any on-site building or structure any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds (unless otherwise approved by Wensley).
- m. Park, store or place any boat, trailer, auxiliary vehicle or other such vehicle on the road, reserve, or between the dwelling and the road boundary for a period of time extended and continuous.
- n. Move soil or other material off the burdened lot onto an adjoining lot without the written consent of the owner of the relevant adjoining lot.
- o. The Covenantor shall not erect any fence:-
 - i. within 4.5m of a boundary of a lot which adjoins a road ,as per the attached landscape plan marked "A"
 - ii. within the front yard of a lot that exceeds 1.2m in height.
 - iii. constructed of solid timber, or using second-hand materials, galvanised iron, polite or cement board panels.
 - iv. without first obtaining the approval of Wensley to the design and materials to be used in the construction of such fence.

3 "Landscape bed" in this clause means the rectangular area with the dimensions of 4.5m x 1m and located on each Lot in the position shown on the attached plan marked "B".

3.1 The Covenantor will not grow or allow to be grown on that part of the Lot being the landscape bed, any tree, shrub or vegetation which exceeds a height of 4 metres above the ground level of the Lot at the date of issue of the record of title for the Lot provided that specimen trees exceeding 4m in height and planted within 3m of the of any roadside boundary of the Lot, may be planted within the landscape bed after first obtaining the approval of Wensley.

3.2 The Covenantor will complete all planting and landscaping on the Lot within six (6) months of the date of occupation of the dwelling on the Lot.

3.3 The Covenantor will maintain all planting and landscaping on the Lot and all planting, landscaping and grassed areas between the road kerb and channel immediately adjoining the Lot and the boundary of the Lot.

4 REGISTERED OWNER COVENANTS

4.1 The registered owner of the burdened Lots described in Schedule A covenant for the benefit of the benefited lots in Schedule A at all times hereafter:

a. To, at all times, comply with the terms, conditions and restrictions of any consent notice in terms of the Resource Management Act 1991 registered against the Titles of the burdened lots.

4.2 The registered owners of all Lots at all times hereafter covenant to plant and maintain, a landscape area consisting of trees and shrubs in accordance with the Landscaping Plan prepared by Korugarden attached and titled "Wensley Road Developments Limited The Proposed Landscape Plan ("The Plan")", the landscaping area to be located within an area on each of the Lots as detailed on the plan . The intention is that the requirements recorded on the plan are to be complied with on a continuing basis by the registered owners of all Lots in respect of the mandatory setbacks, landscape requirements and fencing covenants.

5 DISPUTES

5.1 If any dispute or difference shall arise between the registered owner(s) of one lot and the registered owner(s) of another lot or registered owner(s) of one lot and the Covenantor in respect of any matter arising out of these covenants or the application of them then such dispute or difference shall be determined by the Covenantor or entirely at the Grantor's discretion some other person appointed by the Covenantor for that purpose whose decision shall be final and binding. The costs and expenses of resolving any such dispute or difference shall be borne in such proportion as the person determining the dispute shall in that person's absolute discretion determine.

6 SURRENDER

6.1 If the registered owners of any benefited lot should wish to surrender the benefit of any of these covenants then the registered owner(s) of the burdened lots concerned shall, upon being requested to do so, consent to such surrender and execute such documents and do such things to enable the surrender and registration of it to be affected.

7 EXCLUSION OF LIABILITY

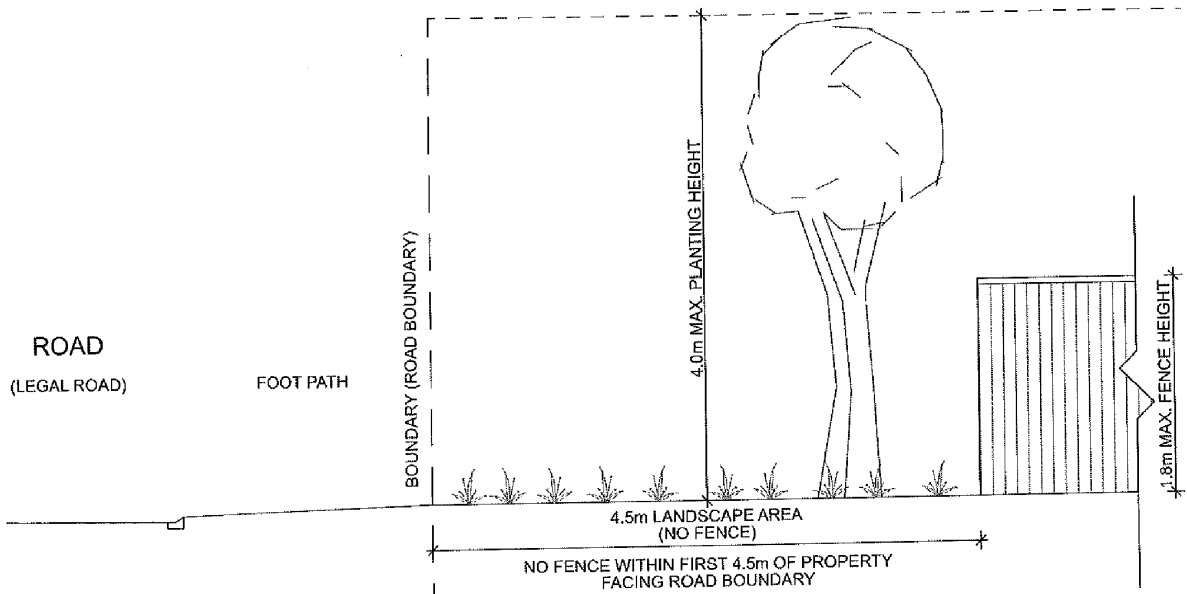
7.1 Wensley shall not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any of the lots or at all as a result of these covenants or otherwise and the registered owners for the time being of the burdened lots and the benefited lots shall indemnify and keep indemnified Wensley and its legal successors (other than successors in Title after registration of a Transfer Instrument) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this Easement Instrument in respect of the Lots on Deposit Plan 547413 which have been transferred by Wensley.

7.2 Wensley shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the land and any contiguous land owned by Wensley

(the Covenantor) but this proviso shall not endure for the benefit of any subsequent purchaser or registered owner of the contiguous land.

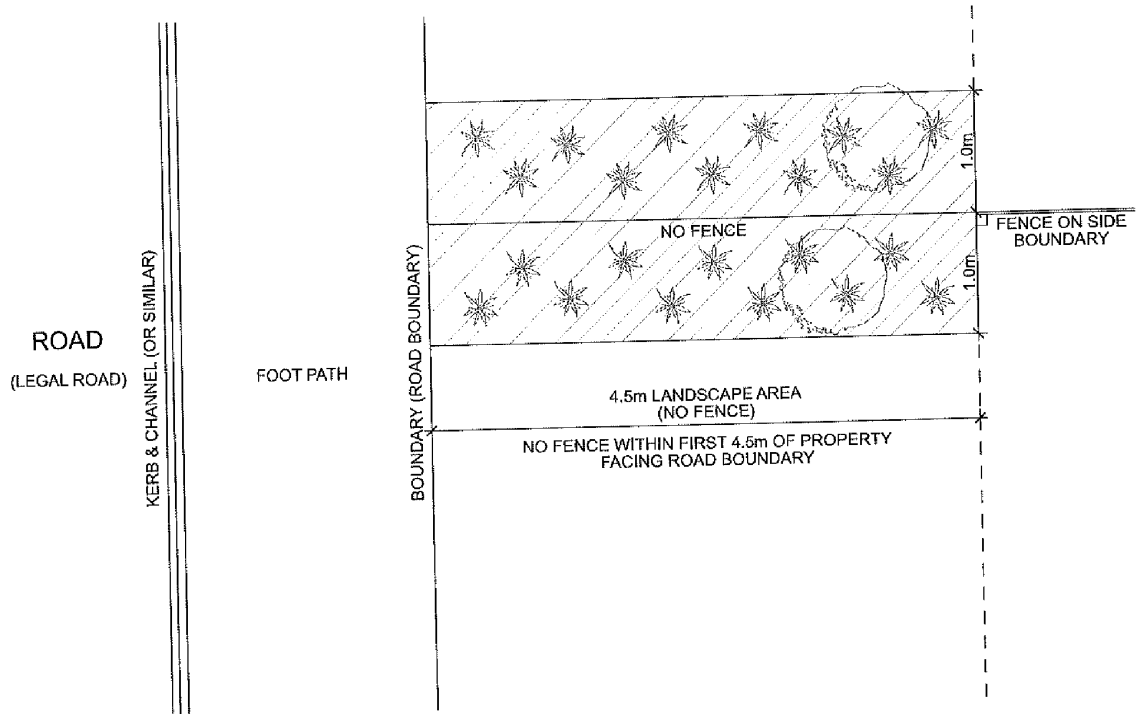
- 7.3 Wensley reserves the right to vary, modify or waive any of the foregoing covenants in writing provided that Wensley's reasonable expectations and standards for the subdivision are met.

"A"



ELEVATION - SIDE BOUNDARY ABUTTING ROAD BOUNDARY

SCALE: 1:50



PLAN VIEW - SIDE BOUNDARY ABUTTING ROAD BOUNDARY

SCALE: 1:50

