



View Instrument Details

Instrument Type	Transfer
Instrument No	11658661.1
Status	Registered
Date & Time Lodged	23 January 2020 15:13
Lodged By	Durkin, Maree Patricia

Affected Records of Title	Land District
907946	Nelson

Transferors

Boomerang Farm Limited

Transferees

Anthony Robert Sands and Heather Anne Sands

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 Nicholas Peter Moore as Transferor Representative on 21/01/2020 03:51 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 Maxwell William Gomas as Transferee Representative on 23/01/2020 09:37 AM

*** End of Report ***

View Instrument Details



Instrument No 11557862.13
Status Registered
Date & Time Lodged 11 December 2019 15:26
Lodged By Wetzel, Dawn Marlene
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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907939	Nelson
907940	Nelson
907941	Nelson
907942	Nelson
907943	Nelson
907944	Nelson
907945	Nelson
907946	Nelson
907947	Nelson
907948	Nelson
907949	Nelson
907950	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 Dene Peter Gavin as Covenantor Representative on 11/12/2019 09:56 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 Dene Peter Gavin as Covenantee Representative on 11/12/2019 09:56 AM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant
(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

BOOMERANG FARM LIMITED

Covenantee

BOOMERANG FARM 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) asset out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Restrictive Land Covenants as set out herein and in the Annexure Schedule	Lots 11-21 and 137 on DP 540939	Lots 11-21 and 137 on DP 540939 (inclusive) (RT 907939 – 907949 (inclusive))	Lots 11-21 and 137 on DP 540939 (inclusive) and Lot 26 DP 540939 and Parts Lot 1 DP 767 (RT 907939 – 907950 (inclusive))

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 _____].

Form L

Annexure Schedule

Insert instrument type

Covenant Instrument to note land covenant

ANNEXURE SCHEDULE B

LAND COVENANTS (“COVENANTS”)

- 1.1 The Covenantor and the Covenantee wish to protect the building and visual concepts and standards and integrated appearance of the Covenantor’s subdivision shown on DP 540939 (together with further stages) as a whole. To achieve this, the Covenantor hereby covenants with the Covenantee, as registered proprietors, as set out below and hereby requests that such covenants be noted against all the titles having the benefit and those having the burden of these Covenants.
- 1.2 These Covenants shall:
- 1.2.1 Run with and bind each of the titles to Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 137 DP 540939 being titles 907939-907949 (the burdened land).
- 1.2.2 Be for the benefit of and appurtenant to each of the titles to Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 137 and 26 DP 540939 and Parts Lot 1 DP 767 being titles 907939-907950 (the benefited land).
- 1.3 For the purposes of binding the Burdened Land for the benefit of the respective Benefited Land the Grantor COVENANTS AND AGREES in the manner set out in Schedule B so that the Covenants run with the Burdened Land for the benefit of the respective Benefited Land as described in Schedule A.
- 1.4 The Covenants contained within this Instrument will automatically cease to have any effect on any Lots that will vest as road, or reserve in any subsequent stage of the subdivision upon the deposited plan for such subsequent stage, being approved as to survey by Land Information New Zealand.

SCHEDULE B

1 INTERPRETATION

- 1.1 In these covenants unless the context otherwise requires:
- 1.1.1 “**Development**” means the subdivision of the Land owned by the Transferor as approved by Tasman District Council under RM160990.
- 1.1.2 “**Grantor**” means the registered proprietor of any Burdened Land and includes any tenant or occupier or their successors in title of that Lot;
- 1.1.3 “**Grantee**” means the registered proprietor of any Benefited Land and includes any tenant or occupier or their successors in title of that Lot;
- 1.1.4 “**Landscaping**” means landscaping referred to in Resource Consent No. RM160990 and undertaken by Boomerang Farm Limited as part of the subdivision authorised by Resource Consent No. RM160990, and all plantings in place on the Lot at the time of transfer to the first purchaser thereof by the Transferor.

Annexure Schedule

Page 4

Insert instrument type

Easement

- 1.1.5 **"Lot"** or **"Lots"** means a Lot or Lots in the subdivision approved by Tasman District Council under RM160990 (and any variations thereto) of which the land subject to this instrument forms part;
- 1.1.6 **"Permitted colour"** means the colours referred to in the Resource Consent RM160990 at Condition 27(g);
- 1.1.7 **"Subdivide"** means subdivision of land as set out in section 218 of the Resource Management Act 1991;
- 1.1.8 **"Transferor"** means Boomerang Farm Limited (and all its nominees and it's successors);

2 PROHIBITED CONSTRUCTION AND ACTIVITIES

- 2.1 The Grantor shall not subdivide the Burdened Land provided however any boundary adjustment that does not create or lead to the creation of a separate building site and/or building platform shall not be in breach of this covenant. This covenant shall not be binding on the Transferor.

Note to clause 2.1: Lots 16 and 137 shall remain amalgamated in one title subject to boundary adjustments as permitted in clause 2.1 above. This covenant shall not be binding on the Transferor.

- 2.2 The Grantor shall not permit, construct, allow to construct or use the following on the Burdened Land:
- 2.2.1 Any temporary building or structure or any caravan, tent or other contrivance for temporary residential accommodation except for one single period not exceeding 6 months to be sited on the Building Location Area shown on Deposited Plan 540939 only;
- 2.2.2 Any previously constructed or occupied or relocated dwelling, building or structure;
- 2.2.3 Any shipping container or like structure or builders shed except for a single period not exceeding six (6) months;
- 2.2.4 Any building or structure clad or roofed in pre-used materials;
- 2.2.5 Any building on the Burdened Land other than:
- (a) a single dwelling unit and outbuilding of which the area of such dwelling inclusive of any garage shall not be less than 160 square metres;
- (b) one granny flat in addition to the single dwelling, and if a granny flat is established such granny flat shall not be let out or tenanted independent of the owner of the single dwelling unit or that owner's family;
- and no more than 40% of the area of the Burdened Land shall be covered by buildings or hard or impervious surfaces;
- 2.2.6 Any outbuilding, building or structure which is not of the same design, colour and exterior cladding as the dwelling-house to which it relates;
- 2.2.7 Any attachment to any building including aerial, solar heating panels and radio mast which extend beyond the form of the building (however the Transferor may permit

Annexure Schedule

Page 5

Insert instrument type

Easement

solar panels, solar hot water heating devices, and aerials that are not unsightly or do not unduly interfere with the building's visual amenity so long as they are attached to the building and are inside the building footprint);

- 2.2.8 Any building or structure which has or includes:
- (i) (Greater than 20% of the total cladding area) Hardiplank or similar cladding;
 - (ii) Greater than 50% of Corrugated iron, "Coloursteel," or other metallic cladding;
 - (iii) PVC or plastic or materials coated with PVC or plastic whether or not such cladding is painted or unpainted or coated in any other way during or subsequent to manufacture, except for the product known as "Linea Board" or an equivalent of;

Noting that pursuant to Clause 8.1 of these Covenants that the Transferor may permit a greater percentage of such wall cladding under its discretionary rights contained within Clause 8.1 of these Covenants.

- 2.2.9 Any building or other structure with a roof cladding of corrugated iron; whether painted or unpainted provided that Decramastic and Coloursteel products or products of similar construction pre-painted or coated in the manufacturing process shall not be in breach of this condition;
- 2.2.10 Any building or structure of an 'A' frame style of construction;
- 2.2.11 Any building of a farm shed style which is used or intended to be used for habitable purposes unless approved by the Transferor in writing;
- 2.2.12 Any buildings or roofs of buildings that are not of a permitted colour. Reflective metal finishes shall not be allowed;
- 2.2.13 Any building with greater than 600mm in height (measured from ground level) foundation, piles or poles visible from anywhere outside the building without satisfactory cladding or screening (which is to be noted on the full working drawings to be approved by the Transferor);
- 2.2.14 Subject to the covenants contained in clauses 5 and 6 of these Covenants, any trees or other plants to be grown on the Burdened Land in such density or to such a height that the views of the Lots within or from the subdivision are adversely affected to a material degree as determined by the Transferor;
- Note to clause 2.2.14: Trees or other plants that may grow to any height are acceptable under this rule if planting is scattered to minimise the detrimental effect on neighbours' views. For the avoidance of doubt and dispute, it is recorded that this rule is to assist in protecting the views and outlook for nearby property owners and to minimise the cumulative effect from neighbours and determination on detrimental effects will be solely at the discretion of the Transferor.*
- 2.2.15 Install, locate or place any sign or advertisement or advertising hoarding on any road reserve, road berm or Burdened Land without the written consent of the Transferor first had and obtained. Sole discretion lies with the Transferor in giving or refusing such consent;
- 2.2.16 The Burdened Land for other than private residential purposes to the intent that such Burdened Land shall not be used for institutional residential purposes or as a hostel,

Annexure Schedule

Page 6

Insert instrument type

Easement

lodge or boarding house, or as a correctional facility. For the purposes of this clause "*Institutional residential purposes*" shall include the use of the Burdened Land for housing purposes by Central or Government agencies or public or private health or education sector or correctional sector agencies;

- 2.2.17 Permit or cause any rubbish to accumulate be placed or stored upon the Burdened Land and not permit any excessive growth of grass, or any growth of gorse, bracken, fern or other vegetation that becomes unsightly in the opinion of the Transferor. The Grantor shall maintain the Burdened Land in a neat tidy and attractive condition including the road frontage and perimeter planting;
- 2.2.18 Bring onto, raise, breed or keep on the Burdened Land any of the following:
- (a) Any breed of dog specified as dangerous by the Tasman District Council at any time and it is acknowledged by the Grantor and the Grantee that such specification of dog breed may change from time to time;
 - (b) Roosters or cockerels;
 - (c) Pigs.
- 2.2.19 The Burdened Land or any part of it or any building on the Burdened Land for trading or commercial activity, as those words are defined in the Tasman Resource Management Plan, and will not make any application to Tasman District Council (or its successors) at any time for the purpose of using the Burdened Land, any part of it, any building (or any part of it) for any commercial activity, and shall not use the Burdened Land for any purposes other than residential purpose;
- 2.2.20 Recreational or commercial vehicles or trailers to be parked or located on the berm or on the road in front of the Burdened Land, excepting during the period of construction;
- 2.2.21 The storage on any Burdened Land or road within the subdivision any boat, caravan, campervan, trailer, trade vehicle, machinery, shipping containers or portable storage units of any kind or materials or other plant and equipment that is visible from any view from the road or other Lots in the subdivision with the exception of the Grantor's own caravan, campervan, boat or trailer which must be stored where practicable in such a way as to minimise its visual impact on any other Lots within the subdivision and any roads.
- 2.2.22 Subject to the covenants contained in clauses 5 and 6, the Grantor shall not cut, trim, maim, injure or remove nor suffer, permit or allow to be cut, trimmed, maimed, injured or removed any of the landscaping (as defined herein) without the consent of the Transferor first had and obtained, which consent may be given subject to conditions or absolutely refused in the Transferor's discretion.
- 2.3 The Grantor shall reinstate, replace and be responsible for all costs arising from damage to any other Lots whether burdened or benefited in the subdivision, landscaping, roading, berms, footpaths, kerbs, concrete or other structures, or underground services in the subdivision arising from the use of the Burdened Land directly or through the Grantor's actions or those of the Grantor's agents, servants, invitees or workpeople;

3 CONSTRUCTION

- 3.1 Construction of the dwelling on the Burdened Land shall be completed within 18 months of commencing construction of the foundations for such building.
- 3.2 Substantial and continuous construction work on any building once construction has commenced shall continue unabated until the building has been completely closed in and

Annexure Schedule

Page 7

Insert instrument type

Easement

thereafter construction may be halted on one occasion only for a maximum period of three (3) calendar months. The Grantor shall not build outside of the building location area ("BLA") shown on Deposited Plan 540939 as Area A on Lot 11, Area B on Lot 12, Area C on Lot 13, Area D on Lot 14, Area E on Lot 15, Area F on Lot 16, Area G on Lot 17, Area H on Lot 18, Area I on Lot 19, Area J on Lot 20 and Area K on Lot 21 and shall not make any application for Resource Consent to Tasman District Council or any other Authority to move alter or relocate the BLA shown on the plan of subdivision without the written consent of the Transferor first had and obtained.

- 3.3 All and any tanks including without limitation water tanks shall be completely buried.
- 3.4 The Grantor shall not erect any building dwelling or other structure or allow any building, dwelling or other structure to be erected on the Burdened Land unless the prior written approval of the Transferor has been obtained and recorded by endorsement in writing on the full working drawings (and colours and cladding) by the Transferor or his nominee prior to the Grantor making application for building consent and the Transferor's approval shall not be unreasonably withheld in respect of plans which have been professionally designed and drawn and which comply with the covenants set out herein, and if approval is given then the approved plans shall not thereafter be departed from without the written consent of the Transferor first had and obtained.
- 3.5 The building location area once formed and finished shall not be raised or increased in height and no application shall be made to change its position on the Burdened Land without the consent in writing of the Transferor first had and obtained.

4 FENCING

- 4.1 If the Grantor fences the Burdened Land, all fencing shall be on the boundary or within the boundary of the burdened land and all fencing shall be either post and rail or wooden post and wire netting. The Grantor shall not use, nor suffer or allow the use of posts other than wooden posts for any fencing without the prior written consent of the Transferor first had and obtained.
- 4.2 The Transferor shall not be liable to or be called upon to erect or contribute towards the costs of erection or repair of any boundary fences nor dividing fences between the Lots herein and any other property owned by the Transferor but this provision shall not enure for the benefit of any subsequent Purchasers of the property.

5 PODOCARP REMNANTS

- 5.1 The Grantor of Burdened Lot 12 shall not remove or modify the podocarp forest remnants shown Area Y on DP 540939.

6 TREES

- 6.1 The Grantor shall not fell or otherwise remove any tree (or any part of any tree) on the Burdened Land situated on the area marked Y on Deposited Plan 540939 (Tree Area) without the prior written consent of the Transferor.
- 6.2 Despite clause 6.1 above, the Grantor may carry out minor trimming of trees within the Tree Area that will not adversely affect the health or appearance of the trees. For the purposes of this clause 6.2, "minor trimming" means:
- (a) the removal of broken branches, deadwood or diseased vegetation; or
 - (b) the removal of branches interfering with overhead wires or utility networks but only to the extent that they are touching those overhead wires or utility networks; or

Annexure Schedule

Page 8

Insert instrument type

Easement

- (c) other trimming necessary to maintain the health of the trees in the Tree Area as certified by a person with an appropriate level of expertise.

6.3 In the case of an emergency where there is a clear health and safety risk to the public, the Grantor shall be entitled to fell or otherwise remove a tree (or any part of a tree) in the Tree Area provided:

- (a) the Grantor shall have first used all reasonable endeavours to approach the Transferor for consent and in doing so gives full details of why the tree presents a health and safety risk to the public; and
- (b) any felling or otherwise removal of the tree (or any part of the tree) shall be kept to the minimum reasonably required to avert the health and safety risk to the public.

7 NON LIABILITY OF TRANSFEROR

7.1 The Transferor will 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 Lot or at all as a result of these covenants and the registered proprietor for the time being of the Burdened Land and the Benefited Land shall indemnify and keep indemnified the Transferor and its legal successors (other than successors in title after registration of a Memorandum of Transfer to the Grantor hereunder) from any costs, claims, suits, demands, liabilities, actions or proceedings or otherwise arising out of these covenants or hereunder.

8 MODIFICATION OR WAIVER OF COVENANTS

8.1 While the Transferor remains the registered proprietor of any of the Lots it 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 contained herein but will only do so if in its sole and absolute discretion and opinion such action does not impinge upon the integrity of the subdivision in its entirety overall.

8.2 These covenants shall cease to have any effect on that part of any Lot that will become part of land intended to be used as a road or reserve in any subsequent stage of the subdivision. The termination of these covenants for any such road or reserve shall occur upon approval as to survey by Land Information New Zealand (or its equivalent) of any subsequent stage of the subdivision from which the Lots have been produced.

9 NO OBJECTION

9.1 The Grantor is aware that the Transferor may in the future apply to the Tasman District Council to vary or obtain resource consents associated with the Development. The Grantor shall not oppose, object to, frustrate, or take any action, or encourage or cause others to oppose, object to, frustrate or take any action that might in any way prevent or hinder the Transferor from progressing or completing the Development including (without limitation) development planning, zone changes, resource consents for land uses and subdivisions, Consent Authority or Environment Court applications, Territorial Authority Building Consent matters, or any other necessary consent process involving land owned by the Transferor.

10 DISPUTES

10.1 If any dispute or difference arises between the Grantor or any of their successors and the Grantee or any of their successors or between the Grantor or any of their successors and the Transferor in respect of any matter arising out of these covenants or their application, then the dispute shall be resolved by a third party appointed by the Transferor for that purpose and that third party's decision shall be final and binding. Costs will fall where the third party determines as fair and reasonable as a result of that decision.

Annexure Schedule

Page 9

Insert instrument type

Easement

10.2 The Transferor hereunder has full rights to assign the rights to enforce these covenants to any other person at its sole discretion.

11 DEFAULT PROVISIONS

11.1 If there is a breach or non-observance of any of the foregoing covenants without prejudice to any other liability the Transferor may have to any other person having the benefit of a covenant the Grantor will upon demand being made by the Transferor or its nominee, failing the Transferor any Grantee:

- (a) Pay to the person making such demand as liquidated damages the sum of \$500 plus GST per day for every day that such breach or non-observance continues after the date upon which written demand has been made;
- (b) Pay to the person making such demand as liquidated damages the costs incurred by such person enforcing the restrictions and any legal costs shall be on a solicitor-client basis.
- (c) Within a reasonable time (being not more than 6 weeks) remove or cause to be removed from the land any dwelling-house, garage, building, fence or other structure erected or placed on the land in breach or non-observance of the foregoing covenants at the cost of the registered proprietor thereof;
- (d) Within a reasonable time (being not more than 6 weeks) replace any building materials used in breach of non-observance of the foregoing covenants and the cost of such work shall be recoverable from the registered proprietor as liquidated damages.
- (e) Within a reasonable time (being not more than 6 weeks) remove or cause to be removed from the land any tree, shrub or other vegetation on the land in breach or non-observance of the foregoing covenants at the cost of the Grantor.
- (f) Within a reasonable time (being not more than 6 weeks) replace landscaping (as herein defined) with trees or landscaping of the same or similar size if any landscaping removed, maimed, cut or injured and the Transferor may enter upon the Grantor's land with machinery and equipment to make good such default at the cost of the registered proprietor of the relevant Burdened Land and the cost thereof shall be recoverable from the registered proprietor as liquidated damages.

11.2 If the Grantor does not itself complete remediation action required of it under clause 11.1 the person making demand may themselves carry out remedial work at the costs of the Grantor and the costs so incurred by the person making demand shall be recoverable from the Grantor as liquidated damages.

View Instrument Details



Instrument No 11557862.2
Status Registered
Date & Time Lodged 11 December 2019 15:26
Lodged By Wetzel, Dawn Marlene
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
---------------------------	---------------

890420	Nelson
890421	Nelson
890422	Nelson
890423	Nelson
890424	Nelson

Annexure Schedule Contains 9 Pages.

Covenantor Certifications

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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 Dene Peter Gavin as Covenantor Representative on 11/12/2019 09:55 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

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Signature

Signed by Dene Peter Gavin as Covenantee Representative on 11/12/2019 09:55 AM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant
(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

BOOMERANG FARM LIMITED

Covenantee

BOOMERANG FARM 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) asset out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Restrictive Land Covenants as set out herein and in the Annexure Schedule	Lots 6-9 on DP 536610	Lots 6-9 on DP 536610 (inclusive) (RT 890421 – 890424 (inclusive))	Lot 5 DP 536610 and Section 1-2, 5-7 Survey Office Plan 525474 and Part Lot 1 DP 767 and Lots 6-9 on DP 536610 (inclusive) (RT 890420 – 890424 (inclusive))

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 _____].

Form L

Annexure Schedule

Insert instrument type

Covenant Instrument to note land covenant

ANNEXURE SCHEDULE B**LAND COVENANTS ("COVENANTS")**

- 1.1 The Covenantor and the Covenantee wish to protect the building and visual concepts and standards and integrated appearance of the Covenantor's subdivision shown on DP 536610 (together with further stages) as a whole. To achieve this, the Covenantor hereby covenants with the Covenantee, as registered proprietors, as set out below and hereby requests that such covenants be noted against all the titles having the benefit and those having the burden of these Covenants.
- 1.2 These Covenants shall:
- 1.2.1 Run with and bind each of the titles to Lots 6, 7, 8 and 9 DP 536610 being titles 890421-890424 (the burdened land).
- 1.2.2 Be for the benefit of and appurtenant to each of the titles to Lot 5 DP 536610 and Section 1-2, 5-7 Survey Office Plan 525474 and Part lot 1 DP 767 and Lots 6, 7, 8 and 9 DP 536610 being titles 890420-890424 (the benefited land).
- 1.3 For the purposes of binding the Burdened Land for the benefit of the respective Benefited Land the Grantor COVENANTS AND AGREES in the manner set out in Schedule B so that the Covenants run with the Burdened Land for the benefit of the respective Benefited Land as described in Schedule A.
- 1.4 The Covenants contained within this Instrument will automatically cease to have any effect on any Lots that will vest as road, or reserve in any subsequent stage of the subdivision upon the deposited plan for such subsequent stage, being approved as to survey by Land Information New Zealand.

SCHEDULE B**1 INTERPRETATION**

- 1.1 In these covenants unless the context otherwise requires:
- 1.1.1 "**Development**" means the subdivision of the Land owned by the Transferor as approved by Tasman District Council under RM160990.
- 1.1.2 "**Grantor**" means the registered proprietor of any Burdened Land and includes any tenant or occupier or their successors in title of that Lot;
- 1.1.3 "**Grantee**" means the registered proprietor of any Benefited Land and includes any tenant or occupier or their successors in title of that Lot;
- 1.1.4 "**Landscaping**" means landscaping referred to in Resource Consent No. RM160990 and undertaken by Boomerang Farm Limited as part of the subdivision authorised by Resource Consent No. RM160990, and all plantings in place on the Lot at the time of transfer to the first purchaser thereof by the Transferor.

Annexure Schedule

Page 4

Insert instrument type

Easement

- 1.1.5 **"Lot"** or **"Lots"** means a Lot or Lots in the subdivision approved by Tasman District Council under RM160990 (and any variations thereto) of which the land the subject to this instrument forms part;
- 1.1.6 **"Permitted colour"** means the colours referred to in the Resource Consent RM160990 at Condition 27(g);
- 1.1.7 **"Subdivide"** means subdivision of land as set out in section 218 of the Resource Management Act 1991;
- 1.1.8 **"Transferor"** means Boomerang Farm Limited (and all its nominees and it's successors);

2 PROHIBITED CONSTRUCTION AND ACTIVITIES

- 2.1 The Grantor shall not subdivide the Burdened Land provided however any boundary adjustment that does not create or lead to the creation of a separate building site and/or building platform shall not be in breach of this covenant. This covenant shall not be binding on the Transferor.
- 2.2 The Grantor shall not permit, construct, allow to construct or use the following on the Burdened Land:
 - 2.2.1 Any temporary building or structure or any caravan, tent or other contrivance for temporary residential accommodation except for one single period not exceeding 6 months to be sited on the Building Location Area shown on Deposited Plan 536610 only;
 - 2.2.2 Any previously constructed or occupied or relocated dwelling building or structure;
 - 2.2.3 Any shipping container or like structure or builders shed except for a single period not exceeding six (6) months;
 - 2.2.4 Any building or structure clad or roofed in pre-used materials;
 - 2.2.5 Any building on the Burdened Land other than:
 - (a) a single dwelling unit and outbuilding of which the area of such dwelling inclusive of any garage shall not be less than 160 square metres;
 - (b) one granny flat in addition to the single dwelling, and if a granny flat is established such granny flat shall not be let out or tenanted independent of the owner of the single dwelling unit or that owner's family;

and no more than 40% of the area of the Burdened Land shall be covered by buildings or hard or impervious surfaces;
 - 2.2.6 Any outbuilding, building or structure which is not of the same design, colour and exterior cladding as the dwelling-house to which it relates;
 - 2.2.7 Any attachment to any building including aerial, solar heating panels and radio mast which extend beyond the form of the building (however the Transferor may permit solar panels, solar hot water heating devices, and aerials that are not unsightly or do not unduly interfere with the building's visual amenity so long as they are attached to the building and are inside the building footprint);

Annexure Schedule

Page 5

Insert instrument type

Easement

- 2.2.8 Any building or structure which has or includes:
- (i) (Greater than 20% of the total cladding area) Hardiplank or similar cladding;
 - (ii) Greater than 50% of Corrugated iron, "Coloursteel," or other metallic cladding;
 - (iii) PVC or plastic or materials coated with PVC or plastic whether or not such cladding is painted or unpainted or coated in any other way during or subsequent to manufacture, except for the product known as "Linea Board" or an equivalent of;

Noting that pursuant to Clause 7.1 of these Covenants that the Transferor may permit a greater percentage of such wall cladding under its discretionary rights contained within Clause 7.1 of these Covenants.

- 2.2.9 Any building or other structure with a roof cladding of corrugated iron; whether painted or unpainted provided that Decramastic and Coloursteel products or products of similar construction pre-painted or coated in the manufacturing process shall not be in breach of this condition;
- 2.2.10 Any building or structure of an 'A' frame style of construction;
- 2.2.11 Any building of a farm shed style which is used or intended to be used for habitable purposes unless approved by the Transferor in writing;
- 2.2.12 Any buildings or roofs of buildings that are not of a permitted colour. Reflective metal finishes shall not be allowed;
- 2.2.13 Any building with greater than 600mm in height (measured from ground level) foundation, piles or poles visible from anywhere outside the building without satisfactory cladding or screening (which is to be noted on the full working drawings to be approved by the Transferor);
- 2.2.14 Subject to the covenant contained in clause 5 of these Covenants, any trees or other plants to be grown on the Burdened Land in such density or to such a height that the views of the Lots within or from the subdivision are adversely affected to a material degree as determined by the Transferor;
- Note to clause 2.2.14: Trees or other plants that may grow to any height are acceptable under this rule if planting is scattered to minimise the detrimental effect on neighbours' views. For the avoidance of doubt and dispute, it is recorded that this rule is to assist in protecting the views and outlook for nearby property owners and to minimise the cumulative effect from neighbours and determination on detrimental effects will be solely at the discretion of the Transferor.*
- 2.2.15 Install, locate or place any sign or advertisement or advertising hoarding on any road reserve, road berm or Burdened Land without the written consent of the Transferor first had and obtained. Sole discretion lies with the Transferor in giving or refusing such consent;
- 2.2.16 The Burdened Land for other than private residential purposes to the intent that such Burdened Land shall not be used for institutional residential purposes or as a hostel, lodge or boarding house, or as a correctional facility. For the purposes of this clause "Institutional residential purposes" shall include the use of the Burdened Land for housing purposes by Central or Government agencies or public or private health or education sector or correctional sector agencies;

Annexure Schedule

Page 6

Insert instrument type

Easement

- 2.2.17 Permit or cause any rubbish to accumulate be placed or stored upon the Burdened Land and not permit any excessive growth of grass, or any growth of gorse, bracken, fern or other vegetation that becomes unsightly in the opinion of the Transferor. The Grantor shall maintain the Burdened Land in a neat tidy and attractive condition including the road frontage and perimeter planting;
- 2.2.18 Bring onto, raise, breed or keep on the Burdened Land any of the following:
- (a) Any breed of dog specified as dangerous by the Tasman District Council at any time and it is acknowledged by the Grantor and the Grantee that such specification of dog breed may change from time to time;
 - (b) Roosters or cockerels;
 - (c) Pigs.
- 2.2.19 The Burdened Land or any part of it or any building on the Burdened Land for trading or commercial activity, as those words are defined in the Tasman Resource Management Plan, and will not make any application to Tasman District Council (or its successors) at any time for the purpose of using the Burdened Land, any part of it, any building (or any part of it) for any commercial activity, and shall not use the Burdened Land for any purposes other than residential purpose as a single unit family home;
- 2.2.20 Recreational or commercial vehicles or trailers to be parked or located on the berm or on the road in front of the Burdened Land, excepting during the period of construction;
- 2.2.21 The storage on any Burdened Land or road within the subdivision any boat, caravan, campervan, trailer, trade vehicle, machinery, shipping containers or portable storage units of any kind or materials or other plant and equipment that is visible from any view from the road or other Lots in the subdivision with the exception of the Grantor's own caravan, campervan, boat or trailer which must be stored where practicable in such a way as to minimise its visual impact on any other Lots within the subdivision and any roads.
- 2.2.22 Subject to the covenant contained in clause 5, the Grantor shall not cut, trim, maim, injure or remove nor suffer, permit or allow to be cut, trimmed, maimed, injured or removed any of the landscaping (as defined herein) without the consent of the Transferor first had and obtained, which consent may be given subject to conditions or absolutely refused in the Transferor's discretion.
- 2.3 The Grantor shall reinstate, replace and be responsible for all costs arising from damage to any other Lots whether burdened or benefited in the subdivision, landscaping, roading, berms, footpaths, kerbs, concrete or other structures, or underground services in the subdivision arising from the use of the Burdened Land directly or through the Grantor's actions or those of the Grantor's agents, servants, invitees or workpeople.
- 3 CONSTRUCTION**
- 3.1 Construction of the dwelling on the Burdened Land shall be completed within 18 months of commencing construction of the foundations for such building.
- 3.2 Substantial and continuous construction work on any building once construction has commenced shall continue unabated until the building has been completely closed in and thereafter construction may be halted on one occasion only for a maximum period of three (3) calendar months. The Grantor shall not build outside of the building location area ("BLA") shown on Deposited Plan 536610 as area A on Lot 6, area C on Lot 7, area E on Lot 8 and area F on Lot 9 and shall not make any application for Resource Consent to Tasman District

Annexure Schedule

Page 7

Insert instrument type

Easement

Council or any other Authority to move alter or relocate the BLA shown on the plan of subdivision without the written consent of the Transferor first had and obtained.

- 3.3 All and any tanks including without limitation water tanks shall be completely buried.
- 3.4 The Grantor shall not erect any building dwelling or other structure or allow any building dwelling or other structure to be erected on the Burdened Land unless the prior written approval of the Transferor has been obtained and recorded by endorsement in writing on the full working drawings (and colours and cladding) by the Transferor or his nominee prior to the Grantor making application for building consent and the Transferor's approval shall not be unreasonably withheld in respect of plans which have been professionally designed and drawn and which comply with the covenants set out herein, and if approval is given then the approved plans shall not thereafter be departed from without the written consent of the Transferor first had and obtained.
- 3.5 The building location area once formed and finished shall not be raised or increased in height and no application shall be made to change its position on the Burdened Land without the consent in writing of the Transferor first had and obtained.

4 FENCING

- 4.1 If the Grantor fences the Burdened Land, all fencing shall be on the boundary or within the boundary of the burdened land and all fencing shall be either post and rail or wooden post and wire netting. The Grantor shall not use, nor suffer or allow the use of posts other than wooden posts for any fencing without the prior written consent of the Transferor first had and obtained.
- 4.2 The Transferor shall not be liable to or be called upon to erect or contribute towards the costs of erection or repair of any boundary fences nor dividing fences between the Lots herein and any other property owned by the Transferor but this provision shall not enure for the benefit of any subsequent Purchasers of the property.

5 TREES

- 5.1 The Grantor shall not fell or otherwise remove any tree (or any part of any tree) on the Burdened Land situated on the areas marked B, D, and G on Deposited Plan 536610 (Tree Area) without the prior written consent of the Transferor.
- 5.2 Despite clause 5.1 above, the Grantor may carry out minor trimming of trees within the Tree Area that will not adversely affect the health or appearance of the trees. For the purposes of this clause 5.2, "minor trimming" means:
- (a) the removal of broken branches, deadwood or diseased vegetation; or
 - (b) the removal of branches interfering with overhead wires or utility networks but only to the extent that they are touching those overhead wires or utility networks; or
 - (c) other trimming necessary to maintain the health of the trees in the Tree Area as certified by a person with an appropriate level of expertise.
- 5.3 In the case of an emergency where there is a clear health and safety risk to the public, the Grantor shall be entitled to fell or otherwise remove a tree (or any part of a tree) in the Tree Area provided:
- (a) the Grantor shall have first used all reasonable endeavours to approach the Transferor for consent and in doing so gives full details of why the tree presents a health and safety risk to the public; and

Annexure Schedule

Page 8

Insert instrument type

Easement

- (b) any felling or otherwise removal of the tree (or any part of the tree) shall be kept to the minimum reasonably required to avert the health and safety risk to the public.

6 NON LIABILITY OF TRANSFEROR

- 6.1 The Transferor will 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 Lot or at all as a result of these covenants and the registered proprietor for the time being of the Burdened Land and the Benefited Land shall indemnify and keep indemnified the Transferor and its legal successors (other than successors in title after registration of a Memorandum of Transfer to the Grantor hereunder) from any costs, claims, suits, demands, liabilities, actions or proceedings or otherwise arising out of these covenants or hereunder.

7 MODIFICATION OR WAIVER OF COVENANTS

- 7.1 While the Transferor remains the registered proprietor of any of the Lots it 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 contained herein but will only do so if in its sole and absolute discretion and opinion such action does not impinge upon the integrity of the subdivision in its entirety overall.
- 7.2 These covenants shall cease to have any effect on that part of any Lot that will become part of land intended to be used as a road or reserve in any subsequent stage of the subdivision. The termination of these covenants for any such road or reserve shall occur upon approval as to survey by Land Information New Zealand (or its equivalent) of any subsequent stage of the subdivision from which the Lots have been produced.

8 NO OBJECTION

- 8.1 The Grantor is aware that the Transferor may in the future apply to the Tasman District Council to vary or obtain resource consents associated with the Development. The Grantor shall not oppose, object to, frustrate, or take any action, or encourage or cause others to oppose, object to, frustrate or take any action that might in any way prevent or hinder the Transferor from progressing or completing the Development including (without limitation) development planning, zone changes, resource consents for land uses and subdivisions, Consent Authority or Environment Court applications, Territorial Authority Building Consent matters, or any other necessary consent process involving land owned by the Transferor.

9 DISPUTES

- 9.1 If any dispute or difference arises between the Grantor or any of their successors and the Grantee or any of their successors or between the Grantor or any of their successors and the Transferor in respect of any matter arising out of these covenants or their application, then the dispute shall be resolved by a third party appointed by the Transferor for that purpose and that third party's decision shall be final and binding. Costs will fall where the third party determines as fair and reasonable as a result of that decision.
- 9.2 The Transferor hereunder has full rights to assign the rights to enforce these covenants to any other person at its sole discretion.

Annexure Schedule

Page 9

Insert instrument type

Easement

10 DEFAULT PROVISIONS

- 10.1 If there is a breach or non-observance of any of the foregoing covenants without prejudice to any other liability the Transferor may have to any other person having the benefit of a covenant the Grantor will upon demand being made by the Transferor or its nominee, failing the Transferor any Grantee:
- (a) Pay to the person making such demand as liquidated damages the sum of \$500 plus GST per day for every day that such breach or non-observance continues after the date upon which written demand has been made;
 - (b) Pay to the person making such demand as liquidated damages the costs incurred by such person enforcing the restrictions and any legal costs shall be on a solicitor-client basis.
 - (c) Within a reasonable time (being not more than 6 weeks) remove or cause to be removed from the land any dwelling-house, garage, building, fence or other structure erected or placed on the land in breach or non-observance of the foregoing covenants at the cost of the registered proprietor thereof;
 - (d) Within a reasonable time (being not more than 6 weeks) replace any building materials used in breach of non-observance of the foregoing covenants and the cost of such work shall be recoverable from the registered proprietor as liquidated damages.
 - (e) Within a reasonable time (being not more than 6 weeks) remove or cause to be removed from the land any tree, shrub or other vegetation on the land in breach or non-observance of the foregoing covenants at the cost of the Grantor.
 - (f) Within a reasonable time (being not more than 6 weeks) replace landscaping (as herein defined) with trees or landscaping of the same or similar size if any landscaping removed, maimed, cut or injured and the Transferor may enter upon the Grantor's land with machinery and equipment to make good such default at the cost of the registered proprietor of the relevant Burdened Land and the cost thereof shall be recoverable from the registered proprietor as liquidated damages.
- 10.2 If the Grantor does not itself complete remediation action required of it under clause 10.1 the person making demand may themselves carry out remedial work at the costs of the Grantor and the costs so incurred by the person making demand shall be recoverable from the Grantor as liquidated damages.