



# View Instrument Details

**Instrument No** 11368051.5  
**Status** Registered  
**Date & Time Lodged** 10 April 2019 11:13  
**Lodged By** Penketh, Kim  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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| Affected Records of Title | Land District |
|---------------------------|---------------|
| 872587                    | Nelson        |
| 872588                    | Nelson        |
| 872589                    | Nelson        |

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**Annexure Schedule:** Contains 4 Pages.

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## Covenantor Certifications

- I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

## Signature

Signed by Kim Penketh as Covenantor Representative on 10/04/2019 11:10 AM

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## Covenantee Certifications

- I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

## Signature

Signed by Kim Penketh as Covenantee Representative on 10/04/2019 11:10 AM

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

**Form 26**

**Covenant Instrument to note land covenant**

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

**Covenantor**

Patrick William Morgan Conneely and Russell George Hasselberg as to 1/2 share;  
and Patrick William Morgan Conneely, Rosalie Clair Conneely and Bruce Andrew Maher as to 1/2 share

**Covantee**

Patrick William Morgan Conneely and Russell George Hasselberg as to 1/2 share;  
and Patrick William Morgan Conneely, Rosalie Clair Conneely and Bruce Andrew Maher as to 1/2 share

**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) |
|--|------------------------|---------------------------------|----------------------------------|
| Land Covenants as set out In Annexure Schedules hereto | DP 532654              | 872587 and 872589               | 872587, 872588 and 872589        |

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

**CONTINUATION OF SCHEDULE A**

**Covenant provisions**

To the intent that the covenants herein shall run with the burdened land referred to in Schedule A hereof, forever for the benefit of the benefited land referred to in the said Schedule A hereof.

**Interpretation**

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

“Lot(s)” in relation to this instrument means a Lot(s) on DP 532654

“Subdivision” means the subdivision comprised in DP 532654

“Covenantee” in relation to this instrument means the owner of the benefited land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Covenantee.

“Covenantor” in relation to this instrument means the owner of the burdened land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Covenantor.

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

The Enforcer’s costs, fees and charges incurred in respect of ensuring compliance with these restrictive covenants including any costs, fees and charges incurred in dealing with any claims against the Covenantor by third parties arising from such breach, plus a 50% liquidated damages surcharge; and

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

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

**SCHEDULE B**

**Schedule of Covenants**

**1. Design Controls**

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

- 1.1 Any building, structure or improvement without first obtaining the written approval of Patrick William Morgan Conneely (or his nominated representative) to the final building plans and specifications (and where appropriate in the same form as intended to be submitted to the territorial authority for a building consent) and such specifications shall include full details of all exterior colour schemes and finishes and details of driveways.
- 1.2 The obligation to obtain the approval of Patrick William Morgan Conneely (or his nominated representative) pursuant to this clause shall expire when Patrick William Morgan Conneely is no longer an owner of any Benefited Land hereunder.

## **2. Design Guidelines**

For guidance, the following are not permitted.

- 2.1 More than one dwelling on any Lot;
- 2.2 Any dwelling building or structure of an A-frame style or construction;
- 2.3 Any dwelling that is greater than a single storey;
- 2.4 Any relocated, transportable, kit set or used dwelling provided that:
  - 2.4.1 One prefabricated (but not used) garden shed which is adequately screened from neighbouring properties may be placed on the Lot; and
  - 2.4.2 Builder's sheds or other similar buildings required during construction of any dwelling may be placed on the Lot during such construction, but must be removed on completion of such construction.

## **3. Construction**

- 3.1 **The Covenantor** shall not make any alterations or changes to the plans or specifications of the dwelling, building or structure, once approved by Patrick William Morgan Conneely pursuant to clause 1.1 herein, during the construction process without first having obtained Patrick William Morgan Conneely's written approval.
- 3.2 **The Covenantor** shall ensure that the exterior of the dwelling, building or other structure visible to the public will not remain in an unfinished state for more than 24 months from the date of commencement of the erection of such dwelling, building or other structure.
- 3.3 **The Covenantor** shall maintain the Lot prior to and during the construction process to an acceptable standard and shall not allow it to become unsightly or a fire hazard.
- 3.4 **In the event** that grass, weeds, gorse or blackberry are allowed to exceed 150mm in height on any Lot, Patrick William Morgan Conneely (or his nominated representative), reserves the right to have the Lot mowed and the owner of such Lot shall accept liability for the cost plus 50%.

## **4. General Standards**

- 4.1 **The Covenantor** shall not keep any livestock or animals on the Lot other than household domestic pets for household domestic purposes limited to one dog and/or one cat (and the term "household domestic pets" does not include livestock such as pigs, goats, horses, sheep, chickens, roosters, pigeons, peacocks or any animal which may cause a nuisance).  
  
In particular, and without limiting the foregoing, the Covenantor shall not keep any dog which is generally recognised as being a breed (whether purebred or not) which may cause risk to other Lot owners (e.g. American Pit Bull Terrier; Rottweiler; Doberman Pinscher, English bull Terriers, Staffordshire Terriers). No pet shall be permitted which makes a noise in a manner or of such volume as to annoy or disturb others.
- 4.2 **The Covenantor** shall not use or permit any part of any Lot or dwelling to be used for commercial activity other than for a Home Office and shall not make any application at any time (by way of resource consent or plan change or otherwise) for any use of the Lot other than for a Dwelling (which may include a Home Office).
- 4.3 **The Covenantor** will not permit any temporary building or structure or any caravan, tent or other contrivance for temporary residential accommodation on the Lot.
- 4.4 **The Covenantor** will not permit any shipping containers to be placed on the Lot.

**5. Landscaping/Planting**

- 5.1 **The Covenantor** will not grow or allow to grow on the Lot any tree, shrub or other vegetation to a height which exceeds 2metres above the highest natural ground level of the Lot within 10 metres of the boundary between Lots 1 and 2.
- 5.2 **The Covenantor** will ensure that no tree, shrub or other vegetation shall grow to cause majority view impairment for any adjoining Lot owner from the dwelling building platform on such adjoining Lot.

**General covenants**

**6. No Subdivision**

There shall be no subdivision of any Burdened Land.

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

**7. Maintenance**

- 7.1 **The Covenantor** shall not allow any building or structure on the Lot to become dilapidated or to fall into disrepair and shall not allow any nuisance or unreasonable disturbance to be caused to any owner or occupier of other Lots in the subdivision.
- 7.2 **The Covenantor** shall not allow the Lot to become littered, overgrown or unsightly to the intent that the Lot shall be maintained in a neat and tidy condition (including not allowing grass to grow to a height greater than 100mm), nor allow any noxious weeds (including gorse, blackberry or ragwort) to grow on the Lot.