

View Instrument Details



Instrument No 12309440.13
Status Registered
Date & Time Lodged 23 November 2021 12:29
Lodged By Miller, Lucy Johanna
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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997622	Nelson
997623	Nelson
997624	Nelson
997625	Nelson
997626	Nelson
997627	Nelson
997628	Nelson
997629	Nelson
997648	Nelson
997649	Nelson
997650	Nelson
997651	Nelson
997652	Nelson
997653	Nelson
997654	Nelson
997655	Nelson
997656	Nelson
997657	Nelson
997658	Nelson
997659	Nelson
997660	Nelson
997661	Nelson
997662	Nelson
997663	Nelson
997664	Nelson
997665	Nelson
997666	Nelson
997667	Nelson
997677	Nelson
997678	Nelson
997679	Nelson
997680	Nelson
997681	Nelson
997682	Nelson
997683	Nelson
997684	Nelson
997685	Nelson
997693	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 Robert Whittle as Covenantor Representative on 24/11/2021 02:18 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 ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Robert Whittle as Covenantee Representative on 24/11/2021 02:18 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

Richmond West Limited Partnership

Covenantee

Richmond West Limited Partnership

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** ~~(and, if so stated, in gross)~~ the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(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 Covenants as set out in Annexure Schedule 1	DP 560621	All on DP 560621 Lot 147 RT 997622 Lot 148 RT 997623 Lot 149 RT 997624 Lot 150 RT 997625 Lot 151 RT 997626 Lot 152 RT 997627 Lot 153 RT 997628 Lot 154 RT 997629	All on DP 560621 Lot 147 RT 997622 Lot 148 RT 997623 Lot 149 RT 997624 Lot 150 RT 997625 Lot 151 RT 997626 Lot 152 RT 997627 Lot 153 RT 997628 Lot 154 RT 997629
Continued on page 2			

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Purpose of covenant	Shown	Burdened Land (Record of Title)	Benefited Land (Record of Title)
Land Covenants as set out in Annexure Schedule 1	DP 560621	All on DP 560621 Lot 174 RT 997648 Lot 175 RT 997649 Lot 176 RT 997650 Lot 177 RT 997651 Lot 178 RT 997652 Lot 179 RT 997653 Lot 180 RT 997654 Lot 181 RT 997655 Lot 182 RT 997656 Lot 183 RT 997657 Lot 184 RT 997658 Lot 185 RT 997659 Lot 186 RT 997660 Lot 187 RT 997661 Lot 188 RT 997662 Lot 189 RT 997663 Lot 190 RT 997664 Lot 191 RT 997665 Lot 192 RT 997666 Lot 193 RT 997667 Lot 208 RT 997677 Lot 209 RT 997678 Lot 210 RT 997679 Lot 211 RT 997680 Lot 212 RT 997681 Lot 213 RT 997682 Lot 214 RT 997683 Lot 215 RT 997684 Lot 216 RT 997685	All on DP 560621 Lot 174 RT 997648 Lot 175 RT 997649 Lot 176 RT 997650 Lot 177 RT 997651 Lot 178 RT 997652 Lot 179 RT 997653 Lot 180 RT 997654 Lot 181 RT 997655 Lot 182 RT 997656 Lot 183 RT 997657 Lot 184 RT 997658 Lot 185 RT 997659 Lot 186 RT 997660 Lot 187 RT 997661 Lot 188 RT 997662 Lot 189 RT 997663 Lot 190 RT 997664 Lot 191 RT 997665 Lot 192 RT 997666 Lot 193 RT 997667 Lot 208 RT 997677 Lot 209 RT 997678 Lot 210 RT 997679 Lot 211 RT 997680 Lot 212 RT 997681 Lot 213 RT 997682 Lot 214 RT 997683 Lot 215 RT 997684 Lot 216 RT 997685 Lot 2007 DP 560621 and Section 1 SO Plan 555056 RT 997693

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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:

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

[Annexure Schedule 1]

COVENANT INSTRUMENT TO NOTE LAND COVENANT	PAGE 4 OF 8
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ANNEXURE SCHEDULE 1**1. COVENANT PROVISIONS**

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

2. INTERPRETATION

- 2.1 Unless the context specifies or requires otherwise, the following words and phrases when used in this Annexure Schedule 1 shall have the meanings specified below:
- a. **"Lot(s)"** in relation to this instrument means a Lot(s) on DP 560621;
 - b. **"Subdivision"** means the subdivision comprised in DP 560621;
 - c. **"Jubilee Subdivision"** means the subdivision comprised in DP 560621 and subsequent stages included in further Deposited Plans;
 - e. **"Covenantee"** in relation to this instrument means the registered owner of the benefited land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantee;
 - f. **"Covenantor"** in relation to this instrument means the registered owner of the burdened land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantor.
- 2.2 Richmond West Limited Partnership shall only be liable in respect of the stipulations and restrictions which occur while it is the registered owner of the burdened land and will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Lots or at all as a result of these restrictions or otherwise. The registered owners for the time being of the burdened land shall indemnify Richmond West Limited Partnership from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this instrument in respect of any of the burdened land which has been transferred by it to another registered owner.
- 2.3 If any dispute or difference arises between the owners of the benefited land and the burdened land in relation to these covenants including as to what may constitute a breach of these covenants or to the meaning or interpretation of these covenants, whilst Richmond West Limited Partnership is the owner of any benefited land then the same shall be referred to Richmond West Limited Partnership for resolution whose decision shall be final.
- 2.4 In the event that the Covenantor or any subsequent burdened land owner is in breach of any of these covenants they shall on request from the Covenantee or any subsequent benefited land owner (any of whom are included in the expression "Enforcer" in this clause) immediately and

COVENANT INSTRUMENT TO NOTE LAND COVENANT

PAGE 5 OF 8

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

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

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

3. DESIGN CONTROLS

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

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

COVENANT INSTRUMENT TO NOTE LAND COVENANT

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5. CONSTRUCTION

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

6. GENERAL STANDARDS

- 6.1 The Covenantor will not store or allow to be stored, any car, caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of the road reserve frontage. Short term parking by visitors and trades people will not be a breach of this covenant.
- 6.2 The Covenantor will not store or allow to be stored, any car, caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of the Lot unless it is screened from the road frontage.
- 6.3 The Covenantor will ensure that any external air conditioning unit shall be screened from adjoining Lots and from the street.
- 6.4 The Covenantor will ensure that any aerial installed on the Lot shall not be visible from the street.
- 6.5 The Covenantor will ensure that any garden shed or clothesline are aesthetically sensitive to the dwellings within the Jubilee Subdivision and are positioned to ensure that they are not visible from the street.
- 6.6 The Covenantor will ensure that any letterbox is aesthetically sensitive to the dwellings within the Jubilee Subdivision.
- 6.7 The Covenantor will not allow any animal to be brought onto or kept on the property other than up to two dogs and/or two cats. Any dog which is in whole or part resembles any of the following breeds of dog is not permitted: Brazilian Fila; Dogo Argentino; American Pit Bull Terrier; Rottweiler; Doberman Pinscher; Japanese Tosa; Perro de Presa Canario. No pet shall be permitted which makes a noise in a manner or of such volume to annoy or disturb others.
- 6.8 The Covenantor shall complete construction of any Dwelling within 6 months after the formation of the foundations of that Dwelling and complete site landscaping including lawns no later than 6 months after completion of the Dwelling.

COVENANT INSTRUMENT TO NOTE LAND COVENANT

PAGE 7 OF 8

- 6.9 The Covenantor shall not use any caravan or campervan or other similar facility for regular overnight sleeping accommodation on any Lot during the construction of the dwelling on the Lot.
- 6.10 The Covenantor shall not permit the placement of any temporary or modular buildings, caravans, sleep-outs or motor homes or similar for the purposes of permanent or temporary accommodation on the Lot.
- 6.11 The Covenantor shall not display or permit on any Lot an advertisement hoarding or sign except for compulsory statutory signage, real estate sign pending sale and builders' construction or show home signage.
- 6.12 The Covenantor shall not allow building and landscape design features to be unmaintained or deteriorate to a level where the standard of presentation is either:
- a. Inadequate taking into account fair wear and tear, the original condition at the time residence was occupied and the condition of the neighbouring properties; or
 - b. Less than that represented in the rest of the Jubilee Subdivision.

7. FENCING

- 7.1 The Covenantor shall not erect any fence within 5 metres of the street frontage boundary or any fence within the front yard of the Lot exceeding 1.2 metres in height.
- 7.2 The Covenantor shall not use any second-hand building materials for any fencing on the Lot.
- 7.3 The Covenantor shall not erect any fence using galvanized iron, polite or cement board panels on its construction.
- 7.4 The Covenantor will not call upon and acknowledges that Richmond West Limited Partnership will not be liable to pay for any or contribute towards the cost of any boundary fencing.

8. LANDSCAPING AND PLANTING

- 8.1 The Covenantor will not grow or allow to grow on the Lot any tree, shrub or other vegetation to a height which exceeds 3.0 metres above ground within 2 metres of any Lot roadside boundary.
- 8.2 The Covenantor will ensure that the front yard of the Lot is fully landscaped within Six (6) months from the date of occupation of the dwelling erected on the Lot.
- 8.3 The Covenantor shall keep maintained all plantings on the Lot including any street frontage plantings between the Lot frontage and the street.

COVENANT INSTRUMENT TO NOTE LAND COVENANT

PAGE 8 OF 8

9. NO SUBDIVISION

The Covenantor shall not subdivide any of the burdened land.

9.1 "Subdivide" shall have the meaning given to the expression "Subdivision of Land" in Section 218 of the Resource Management Act 1991.

9.2 Any boundary adjustment that does not create a separate building site or an additional title shall not be in breach of this condition.

10. NO OBJECTION

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

11. MODIFICATION

11.1 Whilst Richmond West Limited Partnership Limited remain the registered owner of any Lot, 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, but it will only do so, if in its opinion, such action does not impinge on the integrity of the subdivision in its entirety.

12. TERMINATION

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

View Instrument Details



Instrument No	12421523.8
Status	Registered
Date & Time Lodged	05 July 2022 11:33
Lodged By	Whittle, Robert
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
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1047090	Nelson
1047091	Nelson
1047092	Nelson
1047093	Nelson
1047094	Nelson
1047095	Nelson
1047096	Nelson
1047097	Nelson
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1047151	Nelson
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1047161	Nelson
1047162	Nelson
1047163	Nelson
1047164	Nelson
1047165	Nelson
1047166	Nelson
1047167	Nelson
1047168	Nelson
1047173	Nelson

Annexure Schedule Contains 7 Pages.

Covenantor Certifications

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

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Robert Whittle as Covenantor Representative on 30/06/2022 03:17 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 ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Robert Whittle as Covenantee Representative on 30/06/2022 03:17 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

Richmond West Limited Partnership

Covenantee

Richmond West Limited Partnership

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** ~~(and, if so stated, in gross)~~ the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(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 Covenants	DP 572271	Lots 194-198, 217-231, 233, 259-293, 298-300, 311, 312, 323-326, 332- 335, 601-609 inclusive on DP 572271 RT's 1047090 – 1047139, and 1047141 – 1047168 inclusive	Lots 194-198, 217-231, 233, 259-293, 298-300, 311, 312, 323-326, 332- 335, 601-609 inclusive on DP 572271 RT's 1047090 – 1047139, and 1047141 – 1047168 inclusive Lot 4000 DP 572271 RT 1047173

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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:

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

[Annexure Schedule 1].

Annexure Schedule 1	Dated 17 th May 2022	Page 3 of 7
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LAND COVENANTS

1. COVENANT PROVISIONS

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

2. INTERPRETATION

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

- a. **"Lot(s)"** in relation to this instrument means a Lot(s) on DP 572271;
- b. **"Subdivision"** means the subdivision comprised in DP 572271;
- c. **"Jubilee Subdivision"** means the subdivision comprised in DP 572271 and subsequent stages included in further Deposited Plans;
- e. **"Covenantee"** in relation to this instrument means the registered owner of the benefited land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantee;
- f. **"Covenantor"** in relation to this instrument means the registered owner of the burdened land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantor.

- 2.2 Richmond West Limited Partnership shall only be liable in respect of the stipulations and restrictions which occur while it is the registered owner of the burdened land and will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Lots or at all as a result of these restrictions or otherwise. The registered owners for the time being of the burdened land shall indemnify Richmond West Limited Partnership from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this instrument in respect of any of the burdened land which has been transferred by it to another registered owner.
- 2.3 If any dispute or difference arises between the owners of the benefited land and the burdened land in relation to these covenants including as to what may constitute a breach of these covenants or to the meaning or interpretation of these covenants, whilst Richmond West Limited Partnership is the owner of any benefited land then the same shall be referred to Richmond West Limited Partnership for resolution whose decision shall be final.
- 2.4 In the event that the Covenantor or any subsequent burdened land owner is in breach of any of these covenants they shall on request from the Covenantee or any subsequent benefited land owner (any of whom are included in the expression "Enforcer" in this clause) immediately and

Annexure Schedule 1	Dated 17 th May 2022	Page 4 of 7
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permanently desist from and remedy any such breach at their cost. The Covenantor or any subsequent burdened land owner shall also pay to the Enforcer:

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

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

3. DESIGN CONTROLS

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

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

Annexure Schedule 1	Dated 17 th May 2022	Page 5 of 7
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5. CONSTRUCTION

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

6. GENERAL STANDARDS

- 6.1 The Covenantor will not store or allow to be stored, any car, caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of the road reserve frontage. Short term parking by visitors and trades people will not be a breach of this covenant.
- 6.2 The Covenantor will not store or allow to be stored, any car, caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of the Lot unless it is screened from the road frontage.
- 6.3 The Covenantor will ensure that any external air conditioning unit shall be screened from adjoining Lots and from the street.
- 6.4 The Covenantor will ensure that any aerial installed on the Lot shall not be visible from the street.
- 6.5 The Covenantor will ensure that any garden shed or clothesline are aesthetically sensitive to the dwellings with the Jubilee Subdivision and are positioned to ensure that they are not visible from the street.
- 6.6 The Covenantor will ensure that any letterbox is aesthetically sensitive to the dwellings within the Jubilee Subdivision.
- 6.7 The Covenantor will not allow any animal to be brought onto or kept on the property other than up to two dogs and/or two cats. Any dog which is in whole or part resembles any of the following breeds of dog is not permitted: Brazilian Fila; Dogo Argentino; American Pit Bull Terrier; Rottweiler; Doberman Pinscher; Japanese Tosa; Perro de Presa Canario. No pet shall be permitted which makes a noise in a manner or of such volume to annoy or disturb others.
- 6.8 The Covenantor shall complete construction of any Dwelling within 6 months after the formation of the foundations of that Dwelling and complete site landscaping including lawns no later than 6 months after completion of the Dwelling.

Annexure Schedule 1	Dated 17 th May 2022	Page 6 of 7
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- 6.9 The Covenantor shall not use any caravan or campervan or other similar facility for regular overnight sleeping accommodation on any Lot during the construction of the dwelling on the Lot.
- 6.10 The Covenantor shall not permit the placement of any temporary or modular buildings, caravans, sleep-outs or motor homes or similar for the purposes of permanent or temporary accommodation on the Lot.
- 6.11 The Covenantor shall not display or permit on any Lot an advertisement hoarding or sign except for compulsory statutory signage, real estate sign pending sale and builders' construction or show home signage.
- 6.12 The Covenantor shall not allow building and landscape design features to be unmaintained or deteriorate to a level where the standard of presentation is either:
- Inadequate taking into account fair wear and tear, the original condition at the time residence was occupied and the condition of the neighbouring properties; or
 - Less than that represented in the rest of the Jubilee Subdivision.

7. FENCING

- 7.1 The Covenantor shall not erect any fence within 5 metres of the street frontage boundary or any fence within the front yard of the Lot exceeding 1.2 metres in height.
- 7.2 The Covenantor shall not use any second-hand building materials for any fencing on the Lot.
- 7.3 The Covenantor shall not erect any fence using galvanized iron, polite or cement board panels on its construction.
- 7.4 The Covenantor will not call upon and acknowledges that Richmond West Limited Partnership will not be liable to pay for any or contribute towards the cost of any boundary fencing.

8. LANDSCAPING AND PLANTING

- 8.1 The Covenantor will not grow or allow to grow on the Lot any tree, shrub or other vegetation to a height which exceeds 3.0 metres above ground within 2 metres of any Lot roadside boundary.
- 8.2 The Covenantor will ensure that the front yard of the Lot is fully landscaped within Six (6) months from the date of occupation of the dwelling erected on the Lot.
- 8.3 The Covenantor shall keep maintained all plantings on the Lot including any street frontage plantings between the Lot frontage and the street.

Annexure Schedule 1	Dated 17 th May 2022	Page 7 of 7
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9. NO SUBDIVISION

The Covenantor shall not subdivide any of the burdened land.

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

10. NO OBJECTION

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

11. MODIFICATION

- 11.1 Whilst Richmond West Limited Partnership Limited remain the registered owner of any Lot, 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, but it will only do so, if in its opinion, such action does not impinge on the integrity of the subdivision in its entirety.

12. TERMINATION

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



View Instrument Details

Instrument Type	Transfer
Instrument No	12212682.2
Status	Registered
Date & Time Lodged	18 August 2022 14:55
Lodged By	Bond, Zoe Alexandra Haig

Affected Records of Title	Land District
1047133	Nelson

Transferors

Brencastle Developments Limited

Transferees

Fatemeh Tavakolinia and Seyedardalan Ashrafzadeh

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 Mark Raymond Mitchell as Transferor Representative on 12/08/2022 11:46 AM

Transferee Certifications

I certify that I have the authority to act for the Transferee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Zoe Alexandra Haig Bond as Transferee Representative on 15/08/2022 07:34 AM

*** End of Report ***



View Instrument Details

Instrument Type	Transfer
Instrument No	12212682.1
Status	Registered
Date & Time Lodged	18 August 2022 14:55
Lodged By	Bond, Zoe Alexandra Haig

Affected Records of Title	Land District
1047133	Nelson

Transferors

Richmond West Limited Partnership

Transferees

Brencastle Developments Limited

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor and that the party has the legal capacity to authorise me to lodge this instrument ☒

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I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Robert Whittle as Transferor Representative on 11/08/2022 12:08 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 Mark Raymond Mitchell as Transferee Representative on 12/08/2022 11:44 AM

*** End of Report ***