



View Instrument Details

Instrument No	13173580.10
Status	Registered
Lodged By	Holden, Sian Rhiannon
Date & Time Lodged	07 Jan 2025 15:50
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
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1196252	Nelson
1196224	Nelson
1196225	Nelson
1196226	Nelson
1196227	Nelson
1196228	Nelson
1196229	Nelson
1196230	Nelson
1196231	Nelson
1196232	Nelson
1196233	Nelson
1196234	Nelson
1196235	Nelson
1196236	Nelson
1196237	Nelson
1196238	Nelson
1196239	Nelson
1196240	Nelson
1196241	Nelson
1196242	Nelson
1196243	Nelson
1196244	Nelson
1196245	Nelson
1196246	Nelson

Annexure Schedule	Contains 8 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 Sian Rhiannon Holden as Covenantor Representative on 07/01/2025 03:47 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 Sian Rhiannon Holden as Covenantee Representative on 07/01/2025 03:47 PM

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

Covenant Instrument to note land covenant

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

Covenantor

MIKE GREER WAHANGA DEVELOPMENTS LIMITED PARTNERSHIP

Covenantee

MIKE GREER WAHANGA DEVELOPMENTS 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

Annexure Schedule, if required

Continue in additional

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants		Lots 1-19, 25-28 DP 607205 (RTs 1186224-1196246)	Lots 1-19, 25-28 and 502 DP 607205 (RTs 1186224-1196246,1196252)

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 A as attached].

**ANNEXURE SCHEDULE A
PUKERUA SUBDIVISION
RESTRICTIVE COVENANTS**

Definitions

In these covenants, the following words have the following meanings:

Expert	means an independent expert appointed as an expert jointly by the Covenantor and the Covenantee, or, if they do not agree on the person to be appointed within five (5) working days of either party requesting the appointment, the person nominated by the President of the New Zealand Law Society (or their delegate), who accepts the appointment. The Expert will be an experienced property lawyer.
Property Subdivide	means the Burdened Land of which the Covenantor is the registered owner has the same meaning as given to "subdivision of land" in section 218 of the Resource Management Act 1991
Wahanga	means Wahanga 2017 Limited Partnership or its nominee or its nominated representative

Building:

1. Subject to clause 2 below, the Covenantor will not construct, erect or place or permit to be constructed, erected or placed on the Property:
 - a. Any building, structure or improvements without first obtaining the written approval of Wahanga 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 fences, driveways and front yard landscaping.
 - b. Wahanga's approval in terms of clause 1.a. shall be entirely at Wahanga's discretion in all respects provided however that should Wahanga fail to approve or disapprove such plans and specifications within 20 working days of receipt of the same, then Wahanga shall be deemed to have approved the same. The Covenantor will not apply for a building consent until such time as Wahanga's approval has been obtained.
 - c. Wahanga shall be entitled to serve an injunction notice on the Covenantor to cease all work if the Covenantor shall commence any construction work without having first obtained the approval of Wahanga in accordance with this clause.
 - d. The obligation to obtain the approval of Wahanga pursuant to clause 1.a. shall expire ten (10) years after the date of registration of the transfer of the Property to the Covenantor, but will not release the Covenantor from its obligations to comply with these covenants.
 - e. More than one single residential dwelling and other building improvement associated with a single residential dwelling.
 - f. Any dwelling, building or structure of an A-frame style or construction.
 - g. Any dwelling, building or structure using pole foundations.

- h. Any dwelling that is a single rectangle.
- i. Any building or structure that does not contain at least one roof break or one full valley in its roofline.
- j. Any relocated, transportable, kit-set, prefabricated or used dwelling, building or structure provided that:
 - i. This restriction does not preclude any offsite assembly of building components such as trusses and framing;
 - ii. One prefabricated garden shed which is adequately screened from neighbouring properties may be placed on the Property; and
 - iii. Builders sheds or other similar buildings required during construction of any dwelling may be placed on the Property during such construction, but must be removed on completion of such construction.
- k. Subject to clause 1.l below, any dwelling, building or other structure with an external wall cladding of:
 - i. galvanised iron, zincalume or metallic cladding material unless such cladding material has a proprietary coating system; or
 - ii. any sheet material (e.g. fibre cement sheet, Hardiplank or other Hardie sheet or Hardie cladding product) unless such material has a proprietary finishing system applied or is properly sealed and painted; or
 - iii. any PVC, plastic or materials coated in PVC or plastic; or
 - iv. any pre-used building materials; or
 - v. any plywood.
- l. A dwelling, building or other structure with a roof cladding of preformed rolled steel, whether unpainted or painted, provided that Coloursteel products or products of a similar construction painted or coated in manufacture will not be in breach of this restriction.
- m. Any fence constructed of galvanised iron or unpainted corrugated iron, any pre-used material, or any other material or in a style which detracts from the good quality of the subdivision and the local neighbourhood standard.
- n. Any boundary fence higher than 1.8 metres above the natural ground level provided that any fence within four metres of any roadside or right of way boundary will not be higher than 1.2 metres above the natural ground level.
- o. Any outbuildings other than outbuildings of a style similar to the dwelling erected or to be erected on the Property.
- p. Any dwelling that does not include an attached fully enclosed garage, such garage to be constructed and completed at the same time as the construction and completion of the dwelling and to be constructed and completed in similar materials to that of the dwelling.
- q. Any building that exceeds a height of six (6) metres above the ground level. For the purposes of this clause the height shall be measured between the highest point of

the building and the ground level immediately below that point and the ground level shall be the level existing as at the date of the transfer of the Property from Wahanga.

2. Wahanga may in its sole discretion waive or vary the restrictions in clauses 1.e. to q. (inclusive) pursuant to the approval provisions in clauses 1(a)–(d). In particular, in keeping with Wahanga’s approach to sustainability, Wahanga may consent to the use of pre-used building materials where the use of such materials is otherwise in keeping with the spirit of these covenants.
3. The Covenantor shall complete construction of any building, structure or improvement on the Property within 12 months of commencing work on any such building, structure or improvement and shall complete all landscaping on the Property within 12 months of completion of the construction of the dwelling and the Covenantor will not allow:
 - a. a period of more than three (3) months to elapse without substantial work being carried out once such work has commenced;
 - b. in the case of a dwelling, the dwelling to not be fully clad and roofed by the date that is five (5) months from the date the foundations for that dwelling are laid.
4. The Covenantor will not reconstruct, alter, add to, renovate or refurbish any building, structure or other improvement on the Property which results in such building or structure no longer being of a standard commensurate with the exterior appearance and architectural standard of the properties in the subdivision or being in breach of these covenants.
5. The Covenantor will not allow any masts, aerials, other structures, trees or shrubs to exceed a height of seven (7) metres above the average ground level of the Property or six (6) metres above the height of the Property at any particular point.

Maintenance:

6. The Covenantor will not:
 - a. Allow any building or structure on the Property to become dilapidated or to fall into disrepair and will not allow any nuisance or unreasonable disturbance to be caused to any owner or occupier of neighbouring properties.
 - b. Move, damage or remove any survey pegs or markers on the Property and in the event of any breach of this restriction, the Covenantor shall, at their cost, have such pegs or markers replaced by a registered surveyor and if the Covenantor will not comply with this covenant within 30 days of being requested to do so, then the Covenantor shall have the right to instruct a registered surveyor to replace such pegs and markers and the Covenantor shall be liable for all associated costs.
 - c. Allow the Property to become littered, overgrown or unsightly to the intent that the Property and adjacent berms shall be maintained in a neat and tidy condition (including not allowing grass to grow to a height greater than 100 millimetres), nor allow any noxious weeds (including gorse, blackberry or ragwort) to grow on the Property.
 - d. Except when building works are in progress, allow any materials, debris, rubbish or any vehicle of any unsightly nature to be kept on the Property unless the same is

adequately screened so as not to be visible to or to cause any offence to neighbouring property owners and to preserve the amenity of the subdivision.

Use of Property:

7. The Covenantor will not occupy nor allow any dwelling constructed on the Property to be occupied until the dwelling has been completed in accordance with the requirements of the local authority nor will the Covenantor allow any temporary structures, vehicles, caravans, tents or other similar accommodation to be used for temporary residential purposes prior to the completion of the dwelling.
8. The Covenantor must ensure that any caravan, motor home, craft, boat, trailer, recreational vehicle, trade vehicle or other equipment or machinery kept on the Property on a long-term basis is appropriately and properly stored so as to preserve the amenities and standard of the subdivision.
9. The Covenantor will not permit any caravan to be kept on the Property for accommodation purposes.
10. The Covenantor will not allow any animals to be kept on the Property which may cause a nuisance to neighbouring property owners. In particular, the Covenantor will not keep on the Property any dog which is generally recognised as being an aggressive breed (e.g. Pit-bull terrier, Rottweiler and Doberman Pincher).
11. The Covenantor will not carry out nor permit to be carried out on the Property any activity which does not comply with the Tasman District Council permitted activities in a Residential Zone provided however that this clause will not apply to the use of the property for the purposes of a builders show home (and ancillary builders office) for a period of no more than three years from the date of completion of such show home.
12. The Covenantor will not for a period of ten (10) years from the date of transfer of the Property by Mike Greer Wahanga Developments Limited Partnership to the Covenantor subdivide the Property.

Dispute Resolution:

13. Any difference or dispute between the parties regarding these covenants shall be determined in accordance with the dispute resolution procedure set out in clauses 13 – 16 below.
14. Within five working days of either party giving written notice of a dispute to the other, the parties will appoint an Expert who will:
 - a. consider the dispute and the terms of these covenants;
 - b. allow the parties to make written submissions in respect of the dispute;
 - c. endeavour to resolve the dispute within 30 working days of the Expert's appointment; and
 - d. act as an expert and not an arbitrator and the parties agree that the provisions of the Arbitration Act 1996 shall not apply.
15. The decision of the Expert shall be deemed conclusive and final and be binding on the parties (in the absence of manifest error).

16. The parties will pay the costs and expenses incurred in connection with the resolution of this dispute in accordance with this clause in the manner and in the proportions determined by the Expert.
17. Wahanga will not be liable because of any action it takes or fails to take in relation to any breach of these covenants or otherwise. The registered owners for the time being of the Burdened Land and the Benefitted Land will indemnify and keep indemnified Wahanga and its legal successors (other than successors in title after registration of a transfer from Wahanga to a subsequent owner) from any costs, claims, suits, demands or liabilities arising out of or under these covenants.
18. The beneficiaries of these covenants shall have the power to require:
 - a. any person breaching the covenant to pay liquidated damages of \$100.00 for each day that a breach or non-observance continues to the person making the demand from the date written demand is made;
 - b. the removal of any building or other structure constructed or placed on the Property in breach of these covenants; and/or
 - c. the replacement of any building materials used in breach of these covenants.
19. If any of the restrictions contained in these covenants are to be deemed to be unenforceable or void for any reason, then that particular provision shall be deemed to be deleted from the terms of these covenants to the intent that the remainder of the covenants will remain unaffected and enforceable.

Fencing:

20. Mike Greer Wahanga Developments Limited Partnership will not be liable to erect or maintain or contribute towards the costs of any dividing fence or boundary fence or part thereof between the Property and any adjoining land.

Vesting of Land

21. The covenants in this instrument will be deemed to have been surrendered and will immediately cease to apply to any land or road which is to vest in the Crown or any Local or Territorial Authority as a reserve upon a survey plan relating to such vesting being approved and being accepted for deposit by Land Information New Zealand.

