View Instrument Details

Instrument No	12477059.8
Status	Registered
Date & Time Lodged	15 June 2022 09:21
Lodged By	Fitchett, Robert David John
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
1039853	Nelson
1039854	Nelson
1039855	Nelson
1039856	Nelson
1039857	Nelson
1039858	Nelson
1039859	Nelson
1039860	Nelson
1039861	Nelson
1039862	Nelson
1039863	Nelson
1039864	Nelson
1039865	Nelson
1039866	Nelson
1039867	Nelson
1039868	Nelson
1039869	Nelson
1039870	Nelson
1039871	Nelson
1039872	Nelson
1039873	Nelson
1039874	Nelson
1039875	Nelson
1039876	Nelson
1039877	Nelson
1039878	Nelson
1039879	Nelson
1039880	Nelson
1039881	Nelson

Annexure Schedule Contains 6 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	☑

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Signature

Signed by Robert David John Fitchett as Covenantor Representative on 02/05/2022 05:02 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 David John Fitchett as Covenantee Representative on 02/05/2022 05:02 PM

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

Covenant Instrument to note land covenant

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

Covenantor

WAKEFIELD VILLAGE DEVELOPMENTS LIMITED

Covenantee

WAKEFIELD VILLAGE DEVELOPMENTS LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A *Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Restrictive Covenant	DP 572502	Lots 1 – 17 and 19 - 30 (RT 1039853 - 1039881)	Lots 1 – 17 and 19 - 30 (RT 1039853 - 1039881)

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

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

Continuation of 'Estate or Interest or Easement to be created'

CONTINUATION OF SCHEDULE A

Covenant Provisions

To the intent that the covenants herein shall run with the burdened land ("**Burdened Land**") referred to in Schedule A hereof, forever for the benefit of the benefited land ("**Benefited Land**") referred to in the said Schedule A.

Interpretation

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

"Developer"	means **Wakefield Village Developments Limited**
"Lots(s)"	in relation to this instrument means a Lot(s) on DP#
"Subdivision"	means the subdivision comprised in DP572502 or any subdivision undertaken by the Developer of land comprised in (or formerly comprised in) records of title 395424 and 63739.
"Grantee"	in relation to this instrument means the registered Benefited Land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantee.
"Grantor"	in relation to this instrument means the registered Burdened Land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantor.

The Developer shall only be liable in respect of the stipulations and restrictions which occur while it is the registered proprietor 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 and the registered proprietors for the time being of the Benefited Land and the Burdened Land shall indemnify and keep indemnified the Developer 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 have been transferred by it to another registered proprietor.

If any dispute or difference arises between the owners of the Burdened Land or Benefited Land tenement owners 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 the Developer is the owner of any dominant tenement then the same shall be referred to the Developer for resolution whose decision shall be final.

In the event of the Grantor or any subsequent Burdened Land owner is in breach of any of these covenants they shall on request from the Grantee 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 Grantor or any subsequent servient lot owner shall also pay to the Enforcer:

a) 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

ANNEXURE SCHEDULE 1

dealing with any claims against the Grantor by third parties arising from such breach, plus a 50% liquidated damages surcharges and;

b) 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

1. The Covenantor shall not for a period of 21 years from the date of registration of these covenants:-

A. Subdivide

(i) Except where the Burdened Lot is over 850 square metres, subdivide any of the said Burdened Lots. For the purposes of this clause "subdivide" shall have the same meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991; provided that

(ii) any boundary adjustment which does not result in the issuing of an additional title, shall not be deemed a sub-division.

B. Erect or permit to be erected upon the Burdened Lot:

(i) any more than one dwelling and associated outbuilding individually designed;

(ii) any dwelling (including internal garaging) with an internal floor area of less than 160 square metres;

(iii) any outbuilding (including external garaging) other than a building of a style and quality similar to the dwelling erected or to be erected on that lot.

(iv) any dwelling, building or other structure with an external wall cladding other than of insulated pre-cast concrete panels, brick, stone, split block, stucco, concrete block, coated fibre cement sheet, natural timber, texture coated polystyrene or lightweight concrete panels, Hardies Linear board or any product of a similar nature;

(v) any building with metal roofing, except where this has been treated with a factory applied coating finished in a non-reflective muted colour as part of the manufacturing process;

(vi) any dwelling or outbuilding clad in board and batten or plywood and batten;

(vii) any building not finished in a recessive, non-reflective muted colour.

(viii) any dwelling, building or structure of an "A" frame style or construction with a pitch on the main roof exceeding 45 degrees;

(ix) any pre-used dwelling, building or structure or building or structure incorporating second hand materials which remain visible from the exterior;

(x) any solar panels that are not fixed and located so that they are discrete from the street or neighbouring property unless they are of a low profile type and set at the same pitch as the roof;

(xi) any dwelling or structure which shall have been wholly or substantially constructed or pre-fabricated on a site other than the Burdened Lot and relocated to the Burdened Lot. For the purposes of this clause a kitset

ANNEXURE SCHEDULE 1

dwelling shall be a dwelling prefabricated on a site other than the lot PROVIDED HOWEVER that the Developer shall have the sole discretion to allow modular housing on up to 25% of the Lots released in each stage of the Subdivision subject in each case to the approval in writing of the Developer to the design and plans for each modular house and such written approval shall be an absolute defence to any alleged breach of this covenant;

(xii) any boundary fence or fence (including any plants, trees or shrubs forming a largely continuous visual or physical barrier) within the Lot:

a. substantially parallel with the road boundary and within 4.5 metres of the road boundary;

b. constructed of used or second hand materials or galvanised iron or cement board panels;

c. on or parallel to any side boundary within 4.5 metres of a road boundary unless evenly tapering from a height of less than 1.8 metres to a height of less than 1 metre;

d. corner Lots with more than one road boundary must comply with the above covenant in respect of one road boundary only and shall be entitled to erect a fence on any other road boundary provided that it does not exceed 1.2 metres in height;

(xiii) garden sheds or outbuildings shall not be located between the road boundary (the "front boundary") and the adjacent façade of the dwelling except that where a Lot has more than one road boundary in which case the owner of the Lot shall nominate one boundary as the front boundary and shall be restricted from constructing such garden sheds or outbuildings only in the area determined with reference to that front boundary.

(xiv) any dwelling or other structure (other than boundary fences) closer than 1 metre to any side or rear boundary, but excluding retaining walls constructed with the consent of any neighbour whose boundary is within one metre of the structure or that is constructed in accordance with a resource consent or building consent;

(xv) any building or structure incorporating an under structure that is not fully enclosed by cladding in keeping with the cladding of the main structure;

(xvi) any mast, aerial or other fixture which exceeds 1.0 metre above the finished roof line of the building on the Burdened Lot.

C. Use or permit the use of the Burdened Lot for other than private residential purposes to the intent that such property shall not be used for institutional residential purposes or as a hostel, lodge, homestay or boarding house. For the purpose of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or local government agencies or public or private health sector agencies or public or private retirement care providers;

D. Use the Burdened Lot or permit to be erected or placed on the property any advertisement, sign or hoarding of a business or commercial nature.

E. Use the Burdened Lot for any engineering, industrial or mechanical repairs of a commercial nature;

ANNEXURE SCHEDULE 1

F. Allow the Burdened Lot to become unkempt or a fire hazard by reason of excessive growth of grass or weeds and will at all times maintain the lot in a neat and tidy state. Where grass or weeds exceed 300mm the Developer (including its workmen, employees and contractors) shall be entitled to enter into the Lot and mow the Lot and the Lot owner shall immediately upon demand pay the Developer all costs incurred in mowing the Lot plus 50% as liquidated damages for breach of this covenant;

G. Erect or place on the Burdened Lot any motor home, caravan, garage or shed to be used for temporary or permanent residential use provided however that nothing herein shall preclude the placing of a builders shed or sheds on the lots during the constructions period of a dwelling or other structure;

H. Allow the exterior of the dwelling or any other structure visible to the public (from the nearest legal road) to remain in an unfinished state for more than 12 months from commencement of the erection of such dwelling or other structure. All drives and pathways visible to the public shall be fully constructed in a permanent dust-free surface such as concrete, decorative stones, cobblestone, interlocking paving, and/or bitumen sealing. Such work will be completed in a proper tradesman like manner within 18 months of the commencement of the construction of the dwelling.

I. Permit more than one vehicular entrance onto their allotment and shall ensure at all times that where a vehicular crossing is no longer in use, that it is reinstated to the then prevailing standard as required by Tasman District Council.

J. Use the adjacent or abutting land and footpaths for access or dumping of rubbish. The Covenantor shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Covenantor's use of the land (directly or indirectly).

K. Erect of permit to be erected or placed any dwelling, building, mast, aerial or allow to grow any tree, shrub or bush higher than:

(a) in respect of Lots 1 – 10 and Lots 16, 17 and 19 – 30, 5.5 metres above average ground level of the Burdened Lot; and

(b) in respect of Lots 11-15, 5.3 metres above the minimum finished floor level recorded in the consent notice applying to such section.

No tree, shrub or other planting on these Burdened Lots exceeds these heights or is obstructing the views, or direct sunlight of another lot in the subdivision , then a suitably qualified arborist will trim the tree, shrub or plant so that it complies with this restriction and the cost of so doing will be paid for by the owner in breach.

L. Do any of the following:

(a) make or lodge; or

(b) be party to; or

(c) finance or contribute to the cost of;

any objection, submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to

ANNEXURE SCHEDULE 1

limit, prohibit or restrict the Developer's continued development of the land contained in or previously contained in records of title 143621, 395424, 63739 and/or NL6C/1022 and shall not object to the emission, creation or movement of dust, smoke, noise or spray caused by or incidental to the Developer's continued development.

2. Unless the written consent of the Developer has been obtained prior to construction, any dwelling on a Burdened Lot shall be comprised of not less than two different types of external cladding with each cladding comprising a total of not less than 15% (in aggregate) of the total exterior cladding of the dwelling. The external cladding on the elevation visible from the roadside boundary shall in all cases be made up of no less than two different types of external cladding, two of which shall each cover at least 10% of the roadside elevation.

3. At any time which the Developer is a registered proprietor of a Burdened Lot, it reserves the right to itself (with the intent that the right is personal to itself and is not assignable to any successor in title) to waive or modify any or all of the above covenants with the effect that, at the election of the Developer, the covenants will not bind the Developer provided only that the Developer shall exercise such right only if, in its reasonable opinion, it is necessary to further the development of land contained in or previously contained in the records of title 143621, 395424, 63739 and/or NL6C/1022 (being the "**Subdivision**").

4. The Covenantor shall, at the request of the Covenantee consent to the vesting of any land owned by the Developer for the purposes of local reserve, road reserve or any other reason reasonably required by the Developer for the Subdivision, and shall immediately upon request grant such consent, sign all documents and do all such things as may be necessary to provide for the vesting of such land.

5. The owner of a Burdened Lot shall be responsible for and meet the costs of damage to landscaping, roads, footpaths, kerbing, berms, concrete works or other structure arising directly or indirectly from any actions by the Burdened Lot owner, its invitees or licensees or their employees or contractors. The Burdened Lot owner shall immediately reinstate or if necessary replace at their sole cost any such damaged items.

6. A construction bond of $5,000.00 will be paid to the trust account of the Developer's solicitors by or on behalf of each Burdened Lot owner before construction of a dwelling on the Lot commences. The bond shall be applied in rectification of any damage as set out in 5 above and held until completion of the dwelling and associated landscaping works even if the same are completed by a subsequent owner of the Burdened Lot. The owner will notify the Developer when all building and landscaping works have been completed and the Developer shall pay to the Burdened Lot owner the balance of the bond not otherwise applied in repair or remediation of damage described in 5 above.

7. The Developer shall not be required to contribute towards the cost of work on a fence between land owned by the Developer and any Burdened Lot.

8. All differences and disputes which may arise between the parties or anything touching or concerning any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to Arbitration in accordance with the Arbitration Act 1996 or any re-enactment thereof for the time being in force.

Transfer instrument
Section 90, Land Transfer Act 1952

2003/1032EF
Approved
Registrar-General of Land

T 7798304.6 Transfer
Cpy – 01/01, Pgs – 004, 28/04/08, 14:10
DocID: 212179677

Land registration district

Nelson

Unique identifier(s) or C/T(s)	All / Part	Area / description of part or stratum
395407 to 395423	All	

Transferor *Surname(s) must be underlined or in CAPITALS*

Michael John HODGKINSON and Simon Mark VINCENT

Transferee *Surname(s) must be underlined or in CAPITALS*

Michael John HODGKINSON and Simon Mark VINCENT

Estate or interest to be transferred, or easement(s) or *profit(s) à prendre* to be created
State if fencing covenant imposed

Fee simple subject to land covenants

(continued on Page 2 Annexure Schedule)

Operative Clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, If an easement or *profit(s) à prendre* is described above, that easement or *profit(s) à prendre* is granted or created.

DATED this 12th day of March 2008

Attestation *If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule*

M J Hodgkinson

S M Vincent

Signature [Common Seal] of Transferor

Signed in my presence by the Transferor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name: CHARLES JOHN HARLEY

Occupation: SOLICITOR
NELSON

Address:

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Transferee

Annexure Schedule 1

2003/5038EF
Approved
Registrar-General of Land

*Transfer Dated 12-3- 2008 Page 2 of 4 pages

* *Insert type of instrument.* *Continue in additional Annexure Schedule if required.*

CONTINUATION OF "ESTATE OR INTEREST TO BE TRANSFERRED"

The Transferor when registered proprietors of the land formerly contained in Title 143620 subdivided the land into residential lots in the manner shown and defined in Deposited Plan 398748 AND WHEREAS it is the intention of the Transferor to create for the benefit of the land in the Certificates of Title set out in Schedule C (hereinafter referred to as the "Dominant Lots") the land covenants set out in Schedule A over the land in the Certificate of Title set out in Schedule B hereto (hereinafter referred to as the "Servient Lot") TO THE INTENT that the Servient Lot shall be bound by the stipulations and restrictions set out in Schedule A hereto and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lot

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lot and for the benefit of the respective Dominant Lots the Transferee DOTH HEREBY COVENANT AND AGREE with the Transferor in the manner set out in Schedule A hereto so that the said covenants shall run with the Servient Lot for the benefit of the Dominant Lots

SCHEDULE A

The registered proprietor or proprietors for the time being of the Lot described in Schedule B hereof shall not at any time hereafter:

A. subdivide the Lot. For the purposes of this clause "subdivide" shall have the same meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991.

B. erect or permit to be erected upon the Lot:

(i) any more than one single storey dwelling and associated outbuildings individually designed;

(ii) any dwelling (including internal garaging) with an internal floor area of less than 170 square metres;

(iii) any outbuilding (including external garaging) other than of a style and quality similar to the dwelling erected or to be erected on the lot;

(iv) any dwelling, building or other structure with an external wall cladding other than of brick stone split block stucco natural timber texture coated concrete panel lightweight plastered wall panels Hardies Linea board or products of a similar nature;

(v) any dwelling or outbuilding clad in board and batten or plywood and batten;

(vi) any building with metal roofing except where this has been treated with a factory applied coating finished in a non-reflective muted colour as part of the manufacturing process;

(vii) any dwelling building or structure of an "A" frame style of construction;

(viii) any dwelling or structure incorporating an understructure that is not fully enclosed by cladding in keeping with the cladding of the dwelling;

(ix) any dwelling which shall have been wholly or substantially constructed or prefabricated on a site other than the lot and relocated to the lot. For the purposes of this clause a kitset dwelling shall be a dwelling prefabricated on a site other than the lot;

(x) any boundary fence:

(continued on Page 3 Annexure Schedule)

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule 1

2003/5038EF
Approved
Registrar-General of Land

*Transfer Dated 12-3- 2008

** Insert type of instrument.* *Continue in additional Annexure Schedule if required.*

CONTINUATION OF "ESTATE OR INTEREST TO BE TRANSFERRED"

(a) affecting the front yard of the lot to a depth of 4 metres from the road boundary (including any fence fronting the road boundary) exceeding 1.8 metres above ground level

(b) constructed of used or second hand materials.

(xi) any dwelling or other building outside the building envelope specified in the Tasman District Council District Plan notwithstanding that the Tasman District Council may have granted dispensation from strict adherence to the building envelope;

(xii) any dwelling or structure that does not comply with the concept in the Tasman District Council building code current at the date hereof known as "daylight controls over". The concept known as "daylight controls around" shall not be permitted;

(xiii) any dwelling or other structure (including eaves) closer than 1 metre to any side or rear boundary;

(xiv) any building or other structure closer than 4 metres to the road boundary;

(xv) any dwelling that shall not be fully clad and roofed within 6 calendar months of the foundations being laid on the Lot;

C. park or permit to be parked in the front yard of the Lot any trailer boat caravan or any vehicle of any kind other than private cars owned by the registered proprietor and his her or their guests.

D. erect or permit to be erected on the Lot any structure including dwellings buildings masts and aerials exceeding 5.5 metres in height above the mean ground level or grow or permit to grow on any of those allotments any tree exceeding 5.5 metres in height above the mean ground level.

E. use or permit the use of the lot for other than private residential purposes to the intent that such lot shall not be used for institutional residential purposes or as a hotel lodge or boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the lot for housing purposes by central or local government agencies or public or private health sector agencies or public or private retirement care providers.

F. use the lot or permit the lot to be used for any trading or commercial purpose or erect or place or permit to be erected or placed on the Lot any advertisement sign or hoarding of a commercial nature.

G. allow the lot to become unkempt by reason of excessive growth of grass or otherwise and will at all times maintain the lot in a neat and tidy state.

H erect or place on the lot any motor home caravan garage or shed and allow the same to be used for temporary or permanent residential use provided however that nothing herein shall preclude the placing of a builder's shed or sheds on the lot during the construction period of a dwelling or other structure.

(continued on Page 4 Annexure Schedule)

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule 1

2003/5038EF
Approved
Registrar-General of Land

*Transfer Dated 12-3- 2008

* *Insert type of instrument.* *Continue in additional Annexure Schedule if required.*

CONTINUATION OF "ESTATE OR INTEREST TO BE TRANSFERRED"

I. allow the exterior of the dwelling building or other structure visible to the public to remain in an unfinished stage for more than six months from commencement of the erection of such dwelling building or other structure. All drives and pathways visible to the public shall be fully constructed in a permanent dust-free surface such as concrete decorative stones cobblestone interlocking paving and/or bitumen sealing. Such work will be completed in a proper tradesman-like manner within 18 months of the commencement of the construction of the dwelling.

AND it is hereby covenanted and agreed between the Transferor and Transferee that:

(a) if the Transferee or any subsequent servient lot owner shall be in breach of any of these conditions he or she will on request from the Transferor or any subsequent dominant lot owner (any and all of whom are included in the expression "the Enforcer" in this clause) immediately and permanently desist from and remedy such breach at his or her cost. The Transferee or any subsequent servient lot owner shall also pay to the Enforcer:

(i) 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 Transferor by third parties arising from such breach plus a 50% liquidated damages surcharge; and

(ii) the costs fees and charges of any other person entitled to enforce the remedies.

(b) the Transferor shall not be liable because of any action that they may take or fail to take or for any default in any building erected on the land or at all as a result of the restrictions or otherwise set out herein and the registered proprietors for the time being of the servient and dominant tenements shall indemnify and keep indemnified the Transferor their successors and assigns from any costs claims suits demands or liabilities or otherwise however arising out of or under or by virtue of this transfer.

(c) all differences and disputes which may arise between the parties or any of them touching or concerning any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to Arbitration in accordance with the Arbitration Act 1996 or any re-enactment thereof for the time being in force.

SCHEDULE B

Servient Lots on Deposited Plan 398748	Title Reference
16 - 19 & 21 - 23	395407 to 395423

SCHEDULE C

Dominant Lots on Deposited Plan 398748	Title Reference
16 - 19, 21 - 23 & 36	395407 to 395424

The Registrar General of Land:

Please record the within covenants against the titles to all the Dominant Tenements.
Glasgow Hanley
per:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.