



View Instrument Details

Instrument No 9236091.19
Status Registered
Date & Time Lodged 21 November 2012 09:08
Lodged By Cornelius, Mary Elinor
Instrument Type Easement Instrument



Affected Computer Registers **Land District**

578535	Nelson
578536	Nelson
578537	Nelson
578538	Nelson
578539	Nelson
578540	Nelson
578541	Nelson
578542	Nelson
578543	Nelson
578544	Nelson
578545	Nelson
578546	Nelson
578547	Nelson
578548	Nelson
578549	Nelson
578550	Nelson
578551	Nelson
578552	Nelson
578553	Nelson
578554	Nelson
578555	Nelson
578556	Nelson
578557	Nelson
578558	Nelson
578559	Nelson

Annexure Schedule: Contains 9 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor 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
- I certify that the Mortgagee under Mortgage 8712107.6 has consented to this transaction and I hold that consent

Signature

Signed by Lucy Jane Evelyn Glausiuss as Grantor Representative for Richmond Property Holdings Limited on 07/01/2013 04:06 PM

Grantor Certifications

I certify that I have the authority to act for the Grantor 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

Mortgage 8712107.6 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

Signature

Signed by Stuart Rhodes Ritchie as Grantor Representative for Tasman District Council on 07/01/2013 04:57 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Lucy Jane Evelyn Glausiuss as Grantee Representative for Richmond Property Holdings Limited on 07/01/2013 04:07 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Stuart Rhodes Ritchie as Grantee Representative for Tasman District Council on 07/01/2013 04:58 PM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*, or create land covenant
(Sections 90A and 90F Land Transfer Act 1952)

2009/6229EF
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Grantor

RICHMOND PROPERTY HOLDINGS LIMITED and TASMAN DISTRICT COUNCIL

Grantee

RICHMOND PROPERTY HOLDINGS LIMITED and TASMAN DISTRICT COUNCIL

Grant of Easement or *Profit à prendre* or Creation of Covenant

The **Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates 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 (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenant as set out in the Annexure Schedule		Lots 1-22 inclusive, lots 100, 105 and 106 on DP 452456, indentifiers 578535 to 578559 inclusive	Lots 1-22 inclusive, lots 100, 105 and 106 on DP 452456, indentifiers 578635 to 578559 inclusive
Schedule A continued on Annexure Schedule			

2009/5043EF
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Insert Instrument Type

Easement Instrument

Schedule A continued:

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Computer Register)	Dominant tenement (Computer Register) or in gross
Land covenant as set out in this Annexure Schedule (excluding clauses 3.2.21- Building Setback Area, and 3.2.22- Restrictive Covenant to Protect View, which are recorded separately below).		Lots 1-8 inclusive, lots 10-22 inclusive, lots 100, 105 and 106 on DP 452456, Identifiers 578535 to 578542 and 578544 to 578559 inclusive	Lots 1-8 inclusive, lots 10-22 inclusive, lots 100, 105 and 106 on DP 452456, Identifiers 578535 to 578542 and 578544 to 578559 Inclusive

Schedule A continued on page 2

Vertical text on the right margin, possibly a page number or reference, appearing as a series of small characters.

Annexure schedule

Page 2 of 7 pages

2009/5043EF
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Insert Instrument Type

Easement Instrument

Schedule A continued:

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Computer Register)	Dominant tenement (Computer Register) or in gross
Building Set Back Area (refer clause 3.2.21 of the Annexure Schedule)	AM	578535	All other Lots (excluding Lot 9 Identifier 578453) on DP 452456
	AN	578536	All other Lots (excluding Lot 9 Identifier 578453) on DP 452456
	AF & FB	578537	All other Lots (excluding Lot 9 Identifier 578453) on DP 452456
	AH & HB	578538	All other Lots (excluding Lot 9 Identifier 578453) on DP 452456
	AI & IB	578539	All other Lots (excluding Lot 9 Identifier 578453) on DP 452456
	AJ & JB	578540	All other Lots (excluding Lot 9 Identifier 578453) on DP 452456
	AK & KB	578541	All other Lots (excluding Lot 9 Identifier 578453) on DP 452456
	AO & AP	578542	All other Lots (excluding Lot 9 Identifier 578453) on DP 452456
	AR	578544	All other Lots (excluding Lot 9 Identifier 578453) on DP 452456
	Q, AQ, AY & AZ	578545	All other Lots (excluding Lot 9 Identifier 578453) on DP 452456
	W	578553	All other Lots (excluding Lot 9 Identifier 578453) on DP 452456
	BA	578554	All other Lots (excluding Lot 9 Identifier 578453) on DP 452456
	AV, AW, S & BE	578555	All other Lots (excluding Lot 9 Identifier 578453) on DP 452456
R, T, U & AX	578556	All other Lots (excluding Lot 9 Identifier 578453) on DP 452456	
Restrictive Covenant Area to Protect View (refer clause 3.2.22 of the Annexure schedule)	AF & FA	578537	All other Lots on DP 452456
	AH & HA	578538	All other Lots on DP 452456
	AI & IA	578539	All other Lots on DP 452456
	AJ & JA	578540	All other Lots on DP 452456
	AK & KA	578541	All other Lots on DP 452456
	AP	578542	All other Lots on DP 452456
	BD	578550	All other Lots on DP 452456
	BC	578553	All other Lots on DP 452456
	BB	578554	All other Lots on DP 452456
	O & AS	578559	All other Lots on DP 452456
	Lot 9 DP 452456	578543	All other Lots on DP 452456

Continuation of Covenant Provisions:

PGC-033440-3-44-V2:MEF

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Easement Instrument

1. **Land Covenants ("Covenants")**
 - 1.1. The Grantor and the Grantee wish to protect the visual concept and integrated appearance of the Subdivision as a whole. To achieve this, the Grantor hereby covenants with the Grantee, as registered proprietors, as set out below and hereby requests that such covenants be noted against all the titles having the benefit and those having the burden of these Covenants.
 - 1.2. These Covenants shall:
 - a. run with each of Certificates of Title in the Subdivision; and
 - b. be for the benefit of and appurtenant to each of the Certificates of Title in the Subdivision.
 - 1.3. Provided that and notwithstanding the foregoing, the within Covenants shall cease to have any effect on any Lot which shall vest or be dedicated as road or reserves in any subsequent subdivision of the Land. Such date of cessation shall be the date of approval of the subdivision plan for the relevant Lot by the territorial authority and provided further that none of the land covenants, with the exception of clause 3.2.22 below shall apply to Lot 9 DP 452456..
2. **Interpretation:**
In these covenants, unless the context otherwise requires:
 - a. Permitted Colour - means muted, recessive colours compatible with the background of trees and other plants and general nature of the subdivision. More specifically, bright colours shall not be permitted.
 - b. Subdivide - means subdivision of land as set out in Section 218 of the Resource Management Act 1991.
 - c. Land or Lot - means any lot in the Subdivision having the burden and/or benefit of these covenants as described in clause 1.2 above.
 - d. Grantee - includes any tenant or occupier or their successors in title.
 - e. Subdivision - means the subdivision under LT 452456 of identifiers NL9C/347 and 16840 (Nelson Land Registry).
 - f. Natural ground level - the ground level prior to any excavation or filling of the land other than that undertaken at the time of subdivision to prepare the allotment.

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Easement Instrument

Covenants:

The Grantee acknowledges that the Land will be subject to restrictive covenants to enhance and maintain the quality of development within the subdivision.

3. Prohibited Construction and Activities

- 3.1 The Grantee shall not subdivide the Lot PROVIDED HOWEVER any boundary adjustment that does not create or lead to the creation of a separate building site shall not be in breach of this condition.
- 3.2 The Grantee shall not permit, allow to construct or use the following on the Lot (servient tenement):
- 3.2.1 Any dwelling or other structure or allow any dwelling or other structure on the Lot unless the prior written approval of the Grantor (or nominee) has been obtained (as recorded by endorsement on the full working drawings by the Grantor (or nominee)). The Grantor's (or nominee's) approval shall not be unreasonably withheld in respect of plans which have been professionally designed and drawn and which comply with the covenants set out below.
- 3.2.2 More than one dwelling house.
- 3.2.3 Any dwelling with a building footprint area of less than 140m² (excluding garage) or greater than 50% of the area of the Lot.
- 3.2.4 Any building or structure with an external wall cladding greater than 20% of the total cladding area which has or includes:
- 3.2.4.1 "Hardiplank" or similar cladding;
- 3.2.4.2 Corrugated iron, "Coloursteel" or other metallic cladding;
- 3.2.4.3 Vertical board and batten or plywood sheeting and battens;
- 3.2.4.4 PVC or plastic or materials coated with PVC or plastic whether or not such cladding shall be painted or unpainted or coated in any other way during or subsequent to manufacture;
- 3.2.5 Any building or other structure with a roof cladding of corrugated iron; whether unpainted or painted PROVIDED THAT Decramastic and Coloursteel products or products of similar construction pre-painted or coated in the manufacturing process shall not be in breach of this provision.
- 3.2.6 Any building or structure of an "A" frame style of construction.
- 3.2.7 Any secondhand or pre-used building, structure or materials.
- 3.2.8 Any building which has not been wholly or substantially constructed on the Lot.
- 3.2.9 Any ancillary buildings that are not of a similar style to the dwelling erected or to be erected on the property and of the same external cladding as the dwelling and are not of a nature expected to be associated with residential type dwellings (By way of example a shed or two car garage would be acceptable).
- 3.2.10 Any buildings or roofs of buildings that are not of a Permitted Colour. Reflective metal finishes shall not be allowed.
- 3.2.11 Any building where greater than 600mm (measured in height) of the foundations,

2009/5043EF
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Easement Instrument

plies or poles are visible from anywhere outside the buildings without satisfactory cladding or screening, which is to be noted on the full working drawings and approved by The Grantor (or nominee) in writing.

3.2.12 Any trees or other plants to be grown on the Lot in such density or to such a height that the views of Lots within the subdivision are adversely affected to a material degree as determined by The Grantor (or nominee). Trees or other plants that can grow up to a maximum height of 7.5 metres are acceptable under this rule if planting is scattered to minimise the detrimental effect on neighbours' views. For the avoidance of doubt and dispute it is noted that this rule is to assist in protecting the views and outlook for nearby Lot owners and minimize the cumulative effects on neighbours and determination on detrimental effects will be solely at the discretion of the Grantor.

3.2.13 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 hostel, 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 government agencies or public or private health or education sector agencies.

3.2.14 Not to permit or cause any rubbish to accumulate or be placed upon the land and not permit any excessive growth of grass so that the same becomes long or unsightly. In the event the Grantee fails to comply with this clause, the Grantee agrees the Grantor may (without imposing any obligation on the Grantor to do so) carry out the Grantee's obligations herein and the Grantee agrees to reimburse the Grantor for any charges relating hereto.

3.2.15 The erection of any fence (including any road boundary), gate or entry structure on a Lot that is:

- 3.2.15.1 Constructed of the following materials:
- Corrugated Iron or similar metal type
 - Second hand / reused
 - Any uncoated flat plywood type
 - Any uncoated flat cement type
 - Any uncoated concrete slab type

3.2.15.2 Solid for no higher than 1.2 meters above the natural ground level within 3 metres of any road facing frontage.

3.2.15.3 Higher than 1.8 meters above natural ground level.

3.2.15.4 Painted or coated in a colour other than a Permitted Colour.

3.2.15.5 Any fencing on the Eastern ridgeline and/or bank of Lots 1 to 8 (inclusive) that is less than 90% transparent.

3.2.16 The erection on any Lot of television aerials, solar panels and other similar additions that are visible from any part of the road adjoining the property.

3.2.17 The storage of any temporary and supplementary accommodation (such as caravans, campervans and the like) either before or after the building of a dwelling on the Lot.

3.2.18 The storage on any Lot or road within the subdivision of any boats, caravans, campervans, trailers, trade vehicles, machinery, materials or other plant and equipment associated with running a business that is not within a building or completely screened from any view from the road or other Lot on the Subdivision.

3.2.19 The keeping of any animal, whether domestic or otherwise on the Lot or in buildings

2009/5043EF
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Registrar-General of Land

Insert Instrument Type

Easement Instrument

within the Lot which is likely to cause a nuisance or be of annoyance to other occupiers in the Subdivision. In particular, this shall include dogs that are not supervised at all times or kept within the dwelling while the Grantee is not present. In addition, no owner shall be allowed to keep at any time anywhere on the site the following breed of dogs:

- 3.2.19.1 Pit Bull Terrier;
- 3.2.19.2 Staffordshire Terrier;
- 3.2.19.3 Rottweiler;
- 3.2.19.4 Or any other dog type specified as a dangerous dog by the Tasman District Council and which may change from time to time.

3.2.20 Any building greater than 6 metres in height above natural ground level.

3.2.21 Any building within the areas referred to as "Building Set Back Area" on Schedule A to this easement instrument.

3.2.22 Any building greater than 3 metres in height above natural ground level in the areas referred to as "Restrictive Covenant Areas to Protect Views" on schedule A to this easement instrument PROVIDED HOWEVER that while the Tasman District Council is the registered proprietor of Lot 9 DP 452456 (identifier 578543) this restriction shall not apply to Lot 9, but Lot 9 shall instead be subject to a restriction that the height of plants and improvements on Lot 9 DP 452456 shall not exceed 83.08 metres above sea level. This proviso shall expire in the event that the Tasman District Council is no longer the registered proprietor of Lot 9 DP 452456 and the restriction contained in this clause 3.2.22 shall apply to any subsequent registered proprietor of Lot 9 DP 452456..

4. Construction Timeframe

- 4.1 Construction of the dwelling on the Lot shall be completed within 18 months of commencing construction of the foundations for such buildings or within 24 months from the date of registration of the transfer of title, whichever is the earlier.
- 4.2 All ancillary works such as fencing, landscaping and driveways must be completed within 24 months of commencing construction of the foundations.
- 4.3 Substantial and continuous construction work on any building once construction has commenced shall not be halted for any period longer than 3 months.
- 5. The Grantee shall reinstate, replace and be responsible for all costs arising from damage to the landscape, roading, kerbs, footpaths, berm, concrete or other structures in the Subdivision arising from the registered proprietors or their agents and invitees, direct or indirect use of the Land. The Grantee shall not remove, damage, cover up, add to, change the colour scheme of, or plant scrub, trees or flowers in or around, make any alterations to or alter the appearance of the subdivision entrances situated on any of the Lots.
- 6. The Grantor (or nominee) reserves the right to grant dispensation in writing to the performance of the conditions in clauses 3 through 5, provided any such dispensation meets the Grantor's (or nominee's) reasonable expectations for the Subdivision.
- 7. While the Grantor remains registered proprietor of any of the Lots it reserves the right to itself (with the intent that this right does not enure to its successors in title) to waive or modify any of the above restrictive covenants but will only do so if in its opinion such action does not impinge on the integrity of the Subdivision in its entirety.

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Insert Instrument Type

Easement Instrument

- 8. The Grantee shall be bound by a fencing covenant within the meaning of section 2 of the Fencing Act 1978 in favour of the Grantor. Accordingly, the Grantor shall not be required by the Grantee to contribute towards the cost of work on any fence between the Grantee's land and any adjoining land owned by the Grantor, provided that this covenant is Intended for the benefit of the Grantor and shall not enure for the benefit of any other person or persons including and transferee or successor in title of the Grantor.
- 9. **Disputes**
- 9.1 If any dispute or differences arises between any of the registered proprietors of any of the Lots in the Subdivision or their successor in title or between any Grantee and the Grantee in respect of any matter arising out of these covenants or their application, then the dispute shall be resolved by a third party appointed by the Grantor (or nominee) for that purpose and their decision shall be final and binding. Costs will fall where the third party determines is fair and reasonable as a result of that decision.
- 10. **Exclusion of Liability**
- 10.1 No liability shall arise for the Grantor in any way or form as a result of any actions taken or not taken for any default in any dwelling, building, fence or other structure erected on any of the Lots or any other matter arising as a result of these covenants. The Grantee and their successors in title shall indemnify and keep indemnified the Grantor and its legal successors from any liabilities arising out of these covenants.
- 10.2 The Grantor has full rights to assign the rights to enforce these covenants to another party at its sole discretion.
- 10.3 The rights and obligations of the Grantor to enforce the covenants shall terminate five years from the date on which it ceases to be the registered proprietor of any of the allotments.
- 11. **Default provisions**
- 11.1 If there is a breach or non-observance of any of the forgoing covenants and without prejudice to any other liability which the Grantor may have to any other person having the benefit of this covenant the Grantee so in breach will upon written demand being made by the Grantor or its nominee or any of the registered proprietors of the Lots;
 - (a) Pay to the person making such demand as liquidated damages the sum of \$100.00 (one hundred dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made.
 - (b) Remove or cause to be removed from the Land any dwelling house, garage, building, fence or other structure erected or placed on the Land in breach or non-observance of the forgoing covenants.
 - (c) Replace any building materials used in breach or non-observance of the foregoing covenants.

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View Instrument Details

Instrument Type Transfer
Instrument No 9841631.2
Status Registered
Date & Time Lodged 07 November 2014 15:41
Lodged By La Grow, Adrien Prochnow

Affected Computer Registers **Land District**
578558 Nelson

Transferors

Richmond Property Holdings Limited

Transferees

Karapoti Partnership 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

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 Patrick Gregory Costelloe as Transferor Representative on 04/11/2014 02:36 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 Jennifer Anne Watson as Transferee Representative on 05/11/2014 01:52 PM

*** End of Report ***

View Instrument Details



Instrument No 11716490.10
Status Registered
Date & Time Lodged 13 August 2020 09:53
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
938756	Nelson
938757	Nelson
938758	Nelson
938759	Nelson
938760	Nelson
938761	Nelson
938762	Nelson
938763	Nelson
938764	Nelson
938765	Nelson
938766	Nelson
938767	Nelson
938768	Nelson
938769	Nelson
938770	Nelson
938771	Nelson
938772	Nelson
938773	Nelson
938774	Nelson
938775	Nelson
938776	Nelson
938777	Nelson
938778	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

Signature

Signed by Gary Thomas Stocker as Covenantor Representative on 12/08/2020 05:22 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 Gary Thomas Stocker as Covenantee Representative on 12/08/2020 05:22 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

Karapoti Partnership Limited

Covantee

Karapoti Partnership Limited

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 required

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title) - Lots on DP 544291	Benefited Land (Record of Title) or in gross – Lots on DP 544291
Restrictive Land Covenants	DP 544291	Lots 8-27, 39-41 (938756-938778)	Lots 8-27, 39-41 (938756-938778)

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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].~~

~~[the Annexure Schedule].~~

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Annexure Schedule

Insert instrument type

Covenant Instrument

1. The Grantor has procured subdivision of the land formerly contained in Record of Title 882019 into lots in the manner shown and defined on DP 544291 and as prescribed by Resource Consent Decisions RM160510 issued by the Tasman District Council, including any variations of those consents ("the subdivision scheme").
2. It is the Covenantor's intention that each of the lots specified as "Burdened Land" in Schedule A are to be subject to the land covenants in Schedule B for 21 years from 1 January 2020 for the benefit of each of the lots specified as "Benefited Land" in Schedule A TO THE INTENT that the Burdened Land lots shall be bound by the stipulations and restrictions set out in Schedule B for 21 years from 1 January 2020 and that the owners and occupiers for the time being of the Benefited Land lots may enforce the observance of such stipulations against the owners or occupiers for the time being of the Burdened Land lots.
3. So as to bind the Burdened Land lots and for the benefit of the Benefited Land lots the Covenantor HEREBY COVENANTS AND AGREES in the manner set out in Schedule B hereto so that the covenants run with the Burdened Land lots for the benefit of the Benefited Land lots as described in Schedule A.
4. **Karapoti Partnership Limited** will not be liable because of any action it takes or fails to take or for any default in any building structure or improvement erected on any of the Burdened Land lots or for any breach of these covenants or otherwise and the Registered Owners for the time being of the Burdened Land lots and the Benefited Land lots shall indemnify and keep indemnified the said **Karapoti Partnership Limited** and its legal successors (other than successors in title after registration of a Transfer from **Karapoti Partnership Limited** to a subsequent registered owner) from any costs claims suits or liabilities arising out of or under these covenants.
5. If any dispute or difference arises between Burdened and Benefited Lot 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 the same shall be referred to Karapoti Partnership Limited for resolution and its decision shall be final.
6. **Karapoti Partnership Limited** reserves the right for itself (and not for its successors in title) to vary strict compliance with the restrictions in paragraphs 1-7 (inclusive) of Schedule B, but it will only do so if in its opinion the relaxation does not significantly affect the integrity of the subdivision scheme.
7. If **Karapoti Partnership Limited** ceases to be a registered New Zealand company the powers of variation under clause 6 and power to resolve disputes under paragraph 5 (above) shall devolve on any of the persons who were the directors of **Karapoti Partnership Limited** at the date on which it was struck off the New Zealand Companies Office Register.
8. If any Burdened Lot Owner ("the Lot Owner") is in breach of any of these conditions the Lot Owner will on request from any of the persons entitled to enforce the covenants (any of whom are included in the expression "Enforcer" in this clause) immediately and permanently desist from and remedy such breach at its cost. The Lot Owner shall also pay to the Enforcer:
 - (i) The Enforcer's costs, fees and charges incurred in respect of ensuring compliance with the covenants including any costs, fees and charges incurred in dealing with any claims against **Karapoti Partnership Limited** 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.

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Schedule B

For a period of 21 years from 1 January 2020 the registered proprietor of each Burdened Lot shall:

1. Subdivision Control

- (a) Not subdivide the Burdened Lot. Exemptions may be allowed for some Lots on written approval from Karapoti Partnership Limited. For the purposes of this clause "subdivide" shall have the meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act; but
- (b) Any boundary adjustment that does not create a separate building site shall not be in breach of this condition.

2. Building Controls

Not erect or permit to be erected upon the Burdened Lot:

- (a) Any more than one dwelling and one associated outbuilding unless written approval of Karapoti Partnership Limited is first obtained.
- (b) A dwelling with an internal ground floor area of less than 160m² (except for any Lots that are 500m² or less where the minimum internal ground floor area shall be not less than 135m²) (in both cases including any garaging).
- (c) Any dwelling with corrugated iron or metallic cladding of corrugated iron whether unpainted or painted PROVIDED THAT Decramastic and Coloursteel products or products of similar construction pre-coated in the manufacturing process shall not be in breach of this restriction.
- (d) Any dwelling in board and batten or ply and batten, hardiplank, fibrelight, or hardiflex the area of which exceeds 30% of the total area of the dwelling, building or other structure on each occasion as the case may be, unless prior written approval is granted by Karapoti Partnership Limited:
- (e) Any pre-used dwelling building or structure or any kitset type dwelling.
- (f) Any dwelling to a shape, which is a single rectangle, or without containing at least one roof break or full valley in the roof unless prior written approval is granted by Karapoti Partnership Limited.
- (g) Any dwelling or outbuilding incorporating second-hand building materials (excluding recycled bricks) unless the prior written approval of Karapoti Partnership Limited is obtained.
- (h) Any outbuildings other than an outbuilding of a style similar to the dwelling erected or to be erected on the land or other than one pre-fabricated (but not pre-used) garden shed which is adequately screened from neighbouring properties.
- (i) Any dwelling, building, mast, aerial, tree or shrub higher than 5.8 metres above the point shown on the attached plan (* see Note below).

If any tree, shrub or other planting on these Lots exceeds this height and is obstructing the views of any other Lot in the subdivision, then a suitable qualified arborist will trim the tree, shrub or plant so that it complies with this restriction and the cost of so doing will be billed to the Lot owner in breach.

*** Note**

The levels shown on the attached plan:

- are in terms of NZVD2016 Datum

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

- relate to the central point of the flatter part of each Lot; and
- are measured from the ground levels existing as at the completion of the earthworks for the subdivision (as shown in the Building Height Restriction Table on the attached plan).

(j) Any boundary fence or fence within the Lot built of galvanised iron, polite or cement board panels; or comprising any live hedge exceeding 1.8 metres in height.

3. Exclusion of Institutional Use

Not use or permit the use of any of the Burdened Lot for institutional residential purposes. For the purposes of this clause “institutional residential purposes” shall include but not be limited to the use of the Burdened Lot for housing purposes by central or local government agencies or public or private health sector agencies.

4. Maintenance of Lot

Maintain the Burdened Lot to a standard which (in the opinion of **Karapoti Partnership Limited**) is acceptable and shall not allow it to become unsightly or a fire hazard. If grass or weeds are allowed to exceed 200mm in height **Karapoti Partnership Limited** reserves the right to have the Lot mowed and the Lot Owner agrees to accept liability for such cost plus 50%.

5. Building Time Limits

Ensure that the exterior of the dwelling house shall be closed in within six months of laying down the foundations of the house and the house and landscaping shall be fully completed within twelve months from the date of commencement of building.

6. Construction Parameters

Not live on-site in temporary accommodation while constructing the principal dwelling and no building once under construction shall be left without substantial work being carried out for a period of longer than 3 months.

7. Streetscape

Not use the adjacent or adjoining land and footpaths for access and dumping of rubbish, which is strictly prohibited. The Lot Owner shall reinstate or 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 either:

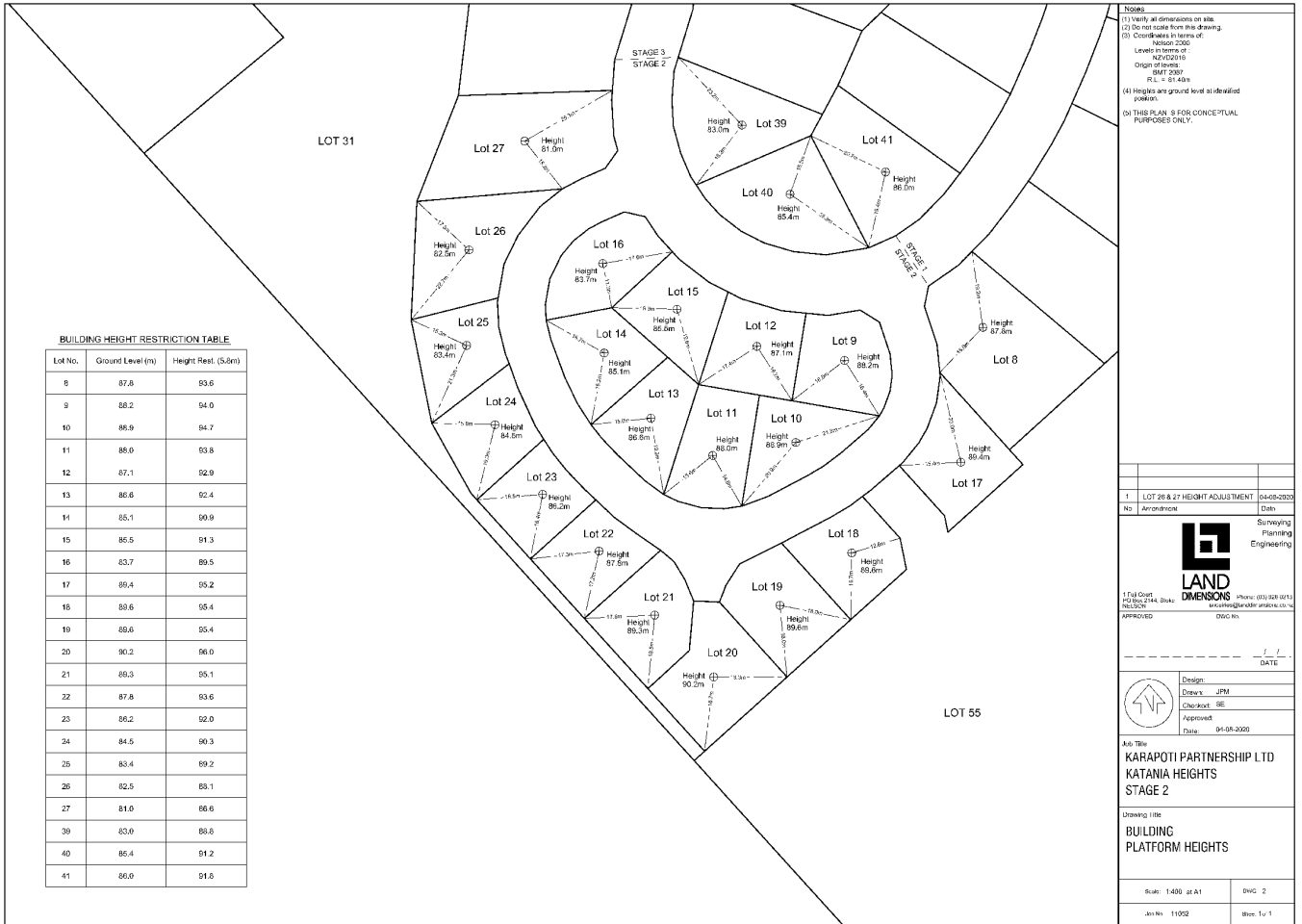
- i. the Lot Owner’s use of the land; or
- ii. directly or indirectly through the Lot Owner’s actions or those of the Lot Owner’s agents or invitees.

8. On-site Parking and Storage

Not bring onto or allow to remain on any Burdened Lot or on any road or thoroughfare of the subdivision, any caravan, recreational vehicle, craft, trailer, other equipment, materials or machinery unless garaged or sufficiently screened from any road adjacent to the lot and from neighbouring lot(s) so as to preserve the amenity of the subdivision (other than during the period of construction on the property).

9. Maintain Property

Not allow the Burdened Lot or buildings thereon to deteriorate in any way which detrimentally affects the amenity of the subdivision (including permitting noise to escape which is likely to cause offence to any other occupiers of properties which are Benefited Lots).





View Instrument Details

Instrument Type Transfer
Instrument No 11866929.1
Status Registered
Date & Time Lodged 23 September 2020 11:42
Lodged By Tunstall, Olivia Jessica

Affected Records of Title **Land District**
938778 Nelson

Transferors

Karapoti Partnership Limited

Transferees

Alexander James Lean and Stacey Elizabeth Lean

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 Gary Thomas Stocker as Transferor Representative on 22/09/2020 02:13 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 Brian James Maurice Nelson as Transferee Representative on 22/09/2020 11:42 AM

*** End of Report ***