

View Instrument Details



Instrument No 12134229.20
Status Registered
Date & Time Lodged 23 July 2021 14:59
Lodged By Holden, Sian Rhiannon
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



| Affected Records of Title | Land District |
|---------------------------|---------------|
|---------------------------|---------------|

| | |
|--------|--------|
| 995718 | Nelson |
| 995719 | Nelson |
| 995720 | Nelson |
| 995721 | Nelson |
| 995722 | Nelson |
| 995723 | Nelson |
| 995724 | Nelson |
| 995725 | Nelson |
| 995726 | Nelson |
| 995727 | Nelson |
| 995728 | Nelson |
| 995729 | Nelson |
| 995730 | Nelson |
| 995731 | Nelson |
| 995732 | Nelson |
| 995733 | Nelson |
| 995734 | Nelson |
| 995735 | Nelson |
| 995736 | Nelson |
| 995737 | Nelson |
| 995738 | Nelson |
| 995739 | Nelson |
| 995740 | Nelson |
| 995741 | Nelson |
| 995742 | Nelson |
| 995743 | Nelson |
| 995744 | Nelson |
| 995745 | 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 Sian Rhiannon Holden as Covenantor Representative on 24/08/2021 01:50 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 24/08/2021 01:50 PM

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

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

Form 26

Covenant Instrument to note land covenant

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

Covenantor

WAHANGA 2017 LIMITED PARTNERSHIP

Covenantee

WAHANGA 2017 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 | | 995718-995721 Part 995722 being Lot 42 DP 561956 Part 995723 being Lot 43 DP 561956 995724-995745 | 995718-995721 Part 995722 being Lot 42 DP 561956 Part 995723 being Lot 43 DP 561956 995724-995745 |

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

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 as attached].

ANNEXURE SCHEDULE
NGATI RARUA SUBDIVISION – STAGES 4 & 5
RESTRICTIVE COVENANTS

Building:

1. The Covenantor shall not construct, erect or place or permit to be constructed, erected or placed on the relevant Burdened Land ("the Property"):
 - a. Any building, structure or improvements without first obtaining the written approval of Wahanga 2017 Limited Partnership ("Wahanga") (or its nominated representative) to the final building plans and specifications (and where appropriate, in the same form as intended to be submitted to the Territorial Authority for a building consent) and such specifications shall include full details of all exterior colour schemes and finishes and details of fences, driveways and front yard landscaping.
 - b. Wahanga's approval shall be entirely at Wahanga's discretion in all respects provided however that should Wahanga (or its nominated representative) fail to approve or disapprove such plans and specifications within 20 working days of receipt of the same, then it shall be deemed to have approved the same. The Grantor shall not apply for a building consent until such time as Wahanga's approval, whether deemed or otherwise, has been obtained.
 - c. Wahanga shall be entitled to serve an injunction notice on the Grantor to cease all work if the Grantor 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 (or its nominated representative) pursuant to this clause shall expire ten (10) years after the date of registration of the transfer of the Property by Wahanga to the Grantor, but shall not release the Grantor 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 (but not pre-used) 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. 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 and the area of which does not exceed 20% of the total area of the external walls of the dwelling, building or other structure; 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, and the area of which does not exceed 20% of the total area of the external walls of the dwelling, building or other structure; or
 - iii. any PVC, plastic or materials coated in PVC or plastic; or
 - iv. any pre-used building materials; or
 - v. any board and batten or plywood;
- provided however that Wahanga may in its sole discretion waive or vary the restrictions in Clause 1(k)(i) to (v) pursuant to the approval provisions in Clauses 1(a)–(d).
- 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 shall not be in breach of this restriction.
 - m. Any fence constructed of galvanised iron or unpainted corrugated iron, any 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 shall not be higher than 1.2 metres above the natural ground level.
 - o. Any building that has windows, doors or sky-lights so placed that the privacy of any neighbouring dwelling is unreasonably affected.
 - p. Any outbuildings other than outbuildings of a style similar to the dwelling erected or to be erected on the Property.
 - q. 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.

- r. 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. 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 the Covenantor shall 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.
- 3. The Covenantor shall 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.
- 4. The Covenantor shall not allow any masts, aerals, 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:

- 5. The Covenantor shall not:
 - a. Allow any building or structure on the Property to become dilapidated or to fall into disrepair and shall not allow any nuisance or unreasonable disturbance to be caused to any owner or occupier of 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 shall not comply with this covenant within 30 days of being requested to do so, then the Covenantee 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 operations are in progress, allow any trade vehicle, trade equipment or materials, debris, rubbish or any vehicle of any unsightly nature to be brought onto or remain on the Property unless the same is adequately garaged or screened so as not to be visible to or to cause any

offence to neighbouring properties and to preserve the amenity of the subdivision.

Activity/Use of Property:

6. The Covenantor shall 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.
7. The Covenantor shall not store, or allow to be stored, any caravan, motor home, craft, trailer, recreational vehicle, trade vehicle or other equipment or machinery in front of the dwelling or within five (5) metres of the Property boundary or any road, unless the same is garaged or adequately screened so as to preserve the amenities and standard of the subdivision. Short-term parking by visitors and trade people of vehicles in daily use will not be in breach of this provision.
8. The Covenantor shall not permit any caravan to be kept on the Property for temporary accommodation.
9. The Covenantor shall not allow any livestock, animals or beehives to be brought onto or kept on the Property other than normal household domestic pets (and the term "household domestic pets" does not include livestock such as pigs, goats, horses, sheep, chickens, roosters, pigeons, peacocks or any animal which may cause a nuisance to owners or occupiers of other properties in the subdivision) and in particular, the Covenantor shall not keep or allow to be kept on the Property any dog which is generally recognised as being an aggressive breed and which may cause a risk to owners or occupiers of other properties in the subdivision (e.g. Pit-bull terrier, Rottweiler and Doberman Pincher).
10. The Covenantor shall not carry out nor permit to be carried out on the Property any activity which does not comply with the Nelson City Council permitted activities in a Residential Zone provided however that this clause shall 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.
11. The Covenantor shall not use or permit the use of the property for institutional residential purposes or as a hostel, lodge or boarding house. For the purposes of this clause "institutional residential purposes" shall include but not be limited to the use of the property for housing purposes by central or local government agencies or public or private health centre agencies, public or private retirement care providers or public or private educational providers.
12. The Covenantor shall not for a period of ten (10) years from the date of transfer of the property by the Wahanga subdivide the Property and the term "subdivide" shall have the same meaning as "subdivision of land" defined in Section 218 of the Resource Management Act 1991.

General:

13. Any difference or dispute between any parties regarding the interpretation of these covenants or as conferred by such covenants shall be referred at the request of either party to the arbitration of a single arbitrator on the following terms:
 - a. The arbitrator is to be jointly agreed upon by the parties;
 - b. If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, then the arbitrator shall be appointed by the President of the Nelson branch of the New Zealand Law Society for the time being and such nomination will bind the parties;
 - c. The reference is a reference to a single arbitration under the Arbitration Act 1996;
 - d. The arbitrator's decision shall be final and binding on both parties and may include an order for costs, an order for enforcement and interest on monies payable;
 - e. The parties will not resort to litigation except for the purposes of enforcing this clause.
14. Wahanga 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 properties in the subdivision or for any breach of these covenants or otherwise and the registered proprietors for the time being of the servient and dominant lots shall 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.
15. The beneficiaries of the foregoing 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 pre-used dwelling, building or other structure constructed or placed on the Property in breach of the non-observance in the restrictive covenants; and/or
 - c. the replacement of any building materials used or permitted to be used in breach or non-observance of the restrictive covenants.
16. If any of the restrictions contained in these Restrictive Covenants shall 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 Restrictive Covenants to the intent that the balance of the covenants will remain unaffected and enforceable.

Fencing:

17. Wahanga shall 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, but this provision shall not inure for the benefit of any Grantor of such adjoining land.



View Instrument Details

| | |
|-------------------------------|-------------------------|
| Instrument Type | Transfer |
| Instrument No | 12208080.1 |
| Status | Registered |
| Date & Time Lodged | 06 September 2021 17:16 |
| Lodged By | McLeod, Trudi Margaret |

| | |
|----------------------------------|----------------------|
| Affected Records of Title | Land District |
| 995738 | Nelson |

Transferors

Wahanga 2017 Limited Partnership

Transferees

Hope Properties 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 Sian Rhiannon Holden as Transferor Representative on 06/09/2021 09:17 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 Kirsty Anne Herdman Thompson as Transferee Representative on 06/09/2021 11:05 AM

*** End of Report ***