

View Instrument Details



Instrument No 11635978.5
Status Registered
Date & Time Lodged 10 February 2020 16:01
Lodged By Earle, David Antony
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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916101	Nelson
916102	Nelson
916103	Nelson
916104	Nelson
916105	Nelson
916106	Nelson
916107	Nelson
916108	Nelson
916109	Nelson

Annexure Schedule Contains 9 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 David Antony Earle as Covenantor Representative on 06/03/2020 03:41 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 David Antony Earle as Covenantee Representative on 06/03/2020 03:41 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

PATON RISE LIMITED

Covenantee

PATON RISE 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
if required

Continue in additional Annexure Schedule,

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
	DP 542915		
Land Covenants	DP 542915	As described in the Annexure Schedule	As described in the Annexure Schedule

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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.

<p>The provisions applying to the specified covenants are those set out in:</p> <p>[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].</p> <p>Annexure Schedule 1.</p>

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Form L

Annexure Schedule

1

Page 3 of

9 Pages

Insert instrument type

Land Covenant Continuation of "Estate or Interest or Easement to be created":

The Covenantee when registered proprietor of the land formerly contained in Record of Title NL11C/1082 subdivided the land into residential lots in the manner shown and defined on Deposited Plan 542915 **AND WHEREAS** it is the intention of the Covenantee to create for the benefit of the land in the Certificates of Title set out in Schedule 1 (hereinafter referred to as the 'Benefited Lots') the land covenants set out in Schedules A to I over the land in the Certificates of Title set out in Schedule 2 hereto (hereinafter referred to as the 'Burdened Lots') **TO THE INTENT** that the Burdened Lots shall be bound by the stipulations and restrictions set out in Schedules A to I hereto and that the owners and occupiers for the time being of the Benefited Lots may enforce the observance of such stipulations against the owners for the time being of the Burdened Lots.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Burdened Lots and for the benefit of the respective Benefited Lots the Covenantor **DO TH HEREBY COVENANT AND AGREE** with the Covenantee as set out in Schedule A hereto so that the said covenants shall run with each of the Lots shown as Burdened Lots in Schedule B hereto for the benefit in perpetuity of the land shown as Benefited Lots in Schedule C hereto.

Continue in additional Annexure Schedule, if required

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Form L

Annexure Schedule

1

Page 4 of

9

Pages

Continuation of "Estate or Interest or Easement to be created":

SCHEDULE A

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

- A Subdivide any of the said 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;
- B Erect or permit to be erected upon any of the allotments:
- (i) any more than one dwelling and associated outbuildings individually designed;
 - (ii) any dwelling (including internal garaging) with an internal floor area of less than 180 square metres;
 - (iii) any outbuilding (including internal garaging) other than buildings 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 concrete panels brick stone split block stucco concrete block coated fibre cement sheet natural timber textured coated polystyrene or lightweight concrete panels Hardies Linear board or any product 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 or structure of an "A" frame style of construction with a pitch on the main roof exceeding 45 degrees;
 - (viii) any pre-used dwelling, building or structure, or including second hand materials;

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Form L

Annexure Schedule

1

Page 5 of

9 Pages

Continuation of "Estate or Interest or Easement to be created":

- (ix) any solar panels or roof water tanks that are not fixed and located so that they are discrete from the street or neighbouring property or properties unless they are of a low profile type and set at the same pitch as the roof;
- (x) any dwelling or structure which shall have been wholly or substantially constructed or pre-fabricated 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 pre-fabricated on a site other than the lot PROVIDED Paton Rise Limited shall have the sole discretion to allow modular housing on up to 25% of the lots in each stage of the Paton Rise subdivision subject in each case to the approval in writing of Paton Rise Limited to the design and plans for each modular house. These covenants will be modified for each lot in respect of which a dispensation is given for the construction of an approved modular house.
- (xi) any boundary fence or fence (including any plants, trees or shrubs forming a continuous hedge) within the lot:
 - (a) substantially parallel with the road boundary within 4.5 metres of the road boundary;
 - (b) constructed of used or second hand materials, galvanised iron or cement board panels;
 - (c) on or parallel to any side boundary and within 4.5 metres of the road boundary that exceeds 1.8 metres in height tapering on a plane to 1 metre in height at the road boundary.
- (xii) any dwelling or other structure outside the envelope defined by the Tasman Resource Management Plan rules and Resource Consent RM170754 granted by Tasman District Council on 16 January 2018 relating to boundary setbacks daylight controls and maximum heights notwithstanding that the Tasman District Council may have granted a dispensation from adherence to this envelope;
- (xiii) any dwelling or other structure (other than boundary fences) closer than one metre to any side or rear boundary;
- (xiv) any dwelling or other structure closer than 4.5 metres to the front boundary. Garden sheds shall not be located within the front yard of the property;
- (xv) any dwelling or other structure incorporating an under structure that is not fully enclosed by cladding in keeping with the cladding of the main structure;

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Form L

Annexure Schedule

1

Page 6 of

9 Pages

Continuation of "Estate or Interest or Easement to be created":

- C Erect or permit to be erected or placed any dwelling, building, mast, aerial, or allow to grow any tree or shrub higher than 5.5 metres above the average ground level of the lot. No trees or shrubs shall exceed 3 metres in height within 2 metres or any lot boundary. If any tree, shrub or other planting on these lots exceeds these heights and is obstructing the views of another 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 paid for by the lot owner in breach.
- D 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 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 local government agencies or public or private health sector agencies or public or private retirement care providers.
- E Erect or permit to be erected or placed on the lot any advertisement hoarding or sign of a business or commercial nature.
- F Use the property for any engineering industrial or mechanical business of a commercial nature.
- G Allow the lot to become unsightly or a fire hazard. If grass or weeds are allowed to exceed 300mm in height Paton Rise Limited reserves the right to have the lot mowed and the Covenantor owning that lot agrees to accept liability for such cost plus 50%.
- H To bring into or allow to remain on any lot or on any road or thoroughfare of the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle or other equipment materials or machinery unless garaged or sufficiently screened from any road adjacent to the lot so as to preserve the amenity of the subdivision (other than during the period of construction on the property).
- I Allow the exterior of the dwelling or other structure visible to the public to remain in an unfinished stage for more than 9 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.

And it is hereby covenanted and agreed between the Covenantee and Covenantor that:-

- (a) the Covenantee Paton Rise Limited shall not be liable to or be called upon to erect or contribute towards the costs of erection or repair of any boundary fence or dividing fences between the Burdened Land herein and any other property owned by the Covenantee Paton Rise Limited, but this provision shall not inure for the benefit of any subsequent registered owner of the property.

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Form L

Annexure Schedule

1

Page 7 of

9

Pages **Insert type of instrument.*

Continuation of "Estate or Interest or Easement to be created":

- (b) (i) The burdened lot owner 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 reinstate or if necessary replace at their cost such damaged items forthwith.
- (ii) A Construction Bond of \$5,000.00 will be paid to the trust account for the solicitors for Paton Rise Limited by each burdened lot owner before construction commences to be used towards rectification of any damage as set out in the preceding subclause and held until completion of the dwelling and landscaping works even if by a subsequent purchaser from the payer of the Bond and so on. The lot owner will notify Paton Rise Limited when the lot owner has completed all building construction and landscaping works. Paton Rise Limited will then inspect the property and shall decide whether any damage is the responsibility of the lot owner under this covenant and the amount to be deducted from the Bond and that decision shall be final and not reviewable by arbitration under this instrument or in any Court or Tribunal. The Construction Bond less any amounts deducted for rectification of damage shall **then** be repaid to the burdened lot owner.
- (c) No burdened lot owner shall oppose, object to, frustrate or take any action or encourage or cause others to oppose, object to, frustrate or take any action that might in any way prevent, hinder or interfere with the Vendor progressing or completing the Paton Rise development or any future development by Paton Rise Limited on land it may own now or hereafter at Paton Road/Bateup Road, Richmond. Such covenant extends to and includes without limitation, development planning, zone changes, resource consents for land uses and subdivisions, Consent Authority or Environment Court applications, Territorial Authority Building Consent matters, or any other necessary consent process involving Paton Rise Limited and any related party and any construction work and earthworks relating to the development.
- (d) If the Covenantor or any subsequent burdened lot owner shall be in breach of any of these conditions he or she will on request from the Covenantee or any subsequent benefited lot owner (all and any of whom are included in the expression "the Enforcer" in this clause) immediately and permanently desist.
- (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 Covenantee by third parties arising from such breach plus a 50% liquidated damages surcharge; and
- (i) the costs fees and charges of any other person entitled to enforce the remedies.

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Form L

Annexure Schedule 1 Page 8 of 9 Pages **Insert type of instrument.*

- (e) Paton Rise Limited or any other Covenantee shall not be liable because of any action that it 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 burdened and benefited tenements shall indemnify and keep indemnified Paton Rise Limited and any other Covenantee its successor and assigns from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this transfer;
- (f) 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.

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Form L

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

Continuation of "Estate or Interest or Easement to be created":

SCHEDULE B		SCHEDULE C	
Burdened Lots on Deposited Plan 542915	Title Reference	Benefited Lots on DP 542915	Title Reference
4	916102	Lots 1 and 103, 5, 6, 7, 8, 9, 10 and 11	916101, 916103, 916104, 916105, 916106, 916107, 916108, 916109
5	916103	Lots 1 and 103, 4, 6, 7, 8, 9, 10 and 11	916101, 916102, 916104, 916105, 916106, 916107, 916108, 916109
6	916104	Lots 1 and 103, 4, 5, 7, 8, 9, 10 and 11	916101, 916102, 916103, 916105, 916106, 916107, 916108, 916109
7	916105	Lots 1 and 103, 4, 5, 6, 8, 9, 10 and 11	916101, 916102, 916103, 916104, 916106, 916107, 916108, 916109
8	916106	Lots 1 and 103, 4, 5, 6, 7, 9, 10 and 11	916101, 916102, 916103, 916104, 916105, 916107, 916108, 916109
9	916107	Lots 1 and 103, 4, 5, 6, 7, 8, 10 and 11	916101, 916102, 916103, 916104, 916105, 916106, 916108, 916109
10	916108	Lots 1 and 103, 4, 5, 6, 7, 8, 9 and 11	916101, 916102, 916103, 916104, 916105, 916106, 916107, 916109
11	916109	Lots 1 and 103, 4, 5, 6, 7, 8, 9 and 10	916101, 916102, 916103, 916104, 916105, 916106, 916107, 916108

View Instrument Details



Instrument No 11986608.6
Status Registered
Date & Time Lodged 13 January 2021 10:59
Lodged By Earle, David Antony
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
942075	Nelson
942076	Nelson
942077	Nelson
942078	Nelson
942079	Nelson
942080	Nelson
942081	Nelson
942082	Nelson
942083	Nelson
942084	Nelson
942085	Nelson
942086	Nelson
942087	Nelson
942088	Nelson
942089	Nelson
942090	Nelson
942091	Nelson

Annexure Schedule Contains 10 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 David Antony Earle as Covenantor Representative on 13/01/2021 10:58 AM

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 David Antony Earle as Covenantee Representative on 13/01/2021 10:58 AM

***** 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

PATON RISE LIMITED

Covenantee

PATON RISE 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
if required

Continue in additional Annexure Schedule,

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
	DP 548918		
Land Covenants	DP 548918	As described in the Annexure Schedule	As described in the Annexure Schedule

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

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

Annexure Schedule 1.

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Form L

Annexure Schedule

1

Page 3 of

10 Pages

Insert instrument type

Land Covenant Continuation of "Estate or Interest or Easement to be created":

The Covenantee when registered proprietor of the land formerly contained in Record of Title 916101 subdivided the land into residential lots in the manner shown and defined on Deposited Plan 548918 **AND WHEREAS** it is the intention of the Covenantee to create for the benefit of the land in the Certificates of Title set out in Schedule C (hereinafter referred to as the 'Benefited Lots') the land covenants set out in Schedules A clauses A to I over the land in the Certificates of Title set out in Schedule B hereto (hereinafter referred to as the 'Burdened Lots') **TO THE INTENT** that the Burdened Lots shall be bound by the stipulations and restrictions set out in Schedules A clauses A to I hereto and that the owners and occupiers for the time being of the Benefited Lots may enforce the observance of such stipulations against the owners for the time being of the Burdened Lots.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Burdened Lots and for the benefit of the respective Benefited Lots the Covenantor **DOETH HEREBY COVENANT AND AGREE** with the Covenantee as set out in Schedule A hereto so that the said covenants shall run with each of the Lots shown as Burdened Lots in Schedule B hereto for the benefit in perpetuity of the land shown as Benefited Lots in Schedule C hereto.

Continue in additional Annexure Schedule, if required

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Form L

Annexure Schedule

1

Page 4 of 10 Pages

Continuation of "Estate or Interest or Easement to be created":

SCHEDULE A

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

- A
- (i) Subdivide any of the said 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;
 - (ii) Any boundary adjustment that does not create a separate building site or an additional title shall not be in breach of this covenant.
- B Erect or permit to be erected upon any of the allotments:
- (i) any more than one dwelling and associated outbuildings individually designed;
 - (ii) any dwelling (including internal garaging) with an internal floor area of less than 180 square metres;
 - (iii) any outbuilding (including internal garaging) other than buildings 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 concrete panels brick stone split block stucco concrete block coated fibre cement sheet natural timber textured coated polystyrene or lightweight concrete panels Hardies Linear board or any product 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 or structure of an "A" frame style of construction with a pitch on the main roof exceeding 45 degrees;
 - (viii) any pre-used dwelling, building or structure, or including second hand materials;

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Form L

Annexure Schedule

1

Page 5 of

10 Pages

Continuation of "Estate or Interest or Easement to be created":

- (ix) any solar panels or roof water tanks that are not fixed and located so that they are discrete from the street or neighbouring property or properties unless they are of a low profile type and set at the same pitch as the roof;
- (x) any dwelling or structure which shall have been wholly or substantially constructed or pre-fabricated 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 pre-fabricated on a site other than the lot PROVIDED Paton Rise Limited shall have the sole discretion to allow modular housing on up to 25% of the lots in each stage of the Paton Rise subdivision subject in each case to the approval in writing of Paton Rise Limited to the design and plans for each modular house. These covenants will be modified for each lot in respect of which a dispensation is given for the construction of an approved modular house.
- (xi) any boundary fence or fence (including any plants, trees or shrubs forming a continuous hedge) within the lot:
 - (a) substantially parallel with the road boundary within 4.5 metres of the road boundary;
 - (b) constructed of used or second hand materials, galvanised iron or cement board panels;
 - (c) on or parallel to any side boundary and within 4.5 metres of the road boundary that exceeds 1.8 metres in height tapering on a plane to 1 metre in height at the road boundary;
 - (d) corner lots with two road boundaries must comply with this covenant in respect of one road boundary. On the other road boundary hedging to 1.2 metres in height or visually permeable fencing will be permitted.
- (xii) any dwelling or other structure (other than boundary fences) closer than one metre to any side or rear boundary;
- (xiv) (a) Garden sheds or outbuildings shall not be located within the front yard of the property;
- (b) for corner sections with two road boundaries the owner will nominate one boundary as the front boundary. For the other road boundary the set-back required by this clause will be 3 metres.
- (xv) any dwelling or other structure incorporating an under structure that is not fully enclosed by cladding in keeping with the colours of the cladding of the main structure;

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Form L

Annexure Schedule

1

Page 6 of 10 Pages

Continuation of "Estate or Interest or Easement to be created":

- C Erect or permit to be erected or placed any dwelling, building, mast, aerial, or allow to grow any tree or shrub higher than 5.5 metres above the average ground level of the lot. No trees or shrubs shall exceed 3 metres in height within 2 metres of any lot boundary. If any tree, shrub or other planting on these lots exceeds these heights and is obstructing the views of another 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 paid for by the lot owner in breach.
- D 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 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 local government agencies or public or private health sector agencies or public or private retirement care providers.
- E Erect or permit to be erected or placed on the lot any advertisement hoarding or sign of a business or commercial nature.
- F Use the property for any engineering industrial or mechanical business of a commercial nature.
- G Allow the lot to become unsightly or a fire hazard. If grass or weeds are allowed to exceed 300mm in height Paton Rise Limited reserves the right to have the lot mowed and the Covenantor owning that lot agrees to accept liability for such cost plus 50%.
- H To bring into or allow to remain on any lot or on any road or thoroughfare of the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle or other equipment materials or machinery unless garaged or sufficiently screened from any road adjacent to the lot so as to preserve the amenity of the subdivision (other than during the period of construction on the property).
- I Allow the exterior of the dwelling or other structure visible to the public to remain in an unfinished stage for more than 9 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.

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Form L

Annexure Schedule

1

Page 7 of

10

Pages **Insert type of instrument.*

Continuation of "Estate or Interest or Easement to be created":

And it is hereby covenanted and agreed between the Covenantee and Covenantor that:-

- (a) the Covenantee Paton Rise Limited shall not be liable to or be called upon to erect or contribute towards the costs of erection or repair of any boundary fence or dividing fences between the Burdened Land herein and any other property owned by the Covenantee Paton Rise Limited, but this provision shall not inure for the benefit of any subsequent registered owner of the property.
- (b)
 - (i) The burdened lot owner 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 reinstate or if necessary replace at their cost such damaged items forthwith.
 - (ii) A Construction Bond of \$5,000.00 will be paid to the trust account for the solicitors for Paton Rise Limited by each burdened lot owner before construction commences to be used towards rectification of any damage as set out in the preceding subclause and held until completion of the dwelling and landscaping works even if by a subsequent purchaser from the payer of the Bond and so on. The lot owner will notify Paton Rise Limited when the lot owner has completed all building construction and landscaping works. Paton Rise Limited will then inspect the property and shall decide whether any damage is the responsibility of the lot owner under this covenant **and** the amount to be deducted from the Bond and that decision shall be final and not reviewable by arbitration under this instrument or in any Court or Tribunal. The Construction Bond less any amounts deducted for rectification of damage shall **then** be repaid to the burdened lot owner.
- (c) No burdened lot owner shall oppose, object to, frustrate or take any action or encourage or cause others to oppose, object to, frustrate or take any action that might in any way prevent, hinder or interfere with the Vendor progressing or completing the Paton Rise development or any future development by Paton Rise Limited on land it may own now or hereafter at Paton Road/Bateup Road, Richmond. Such covenant extends to and includes without limitation, development planning, zone changes, resource consents for land uses and subdivisions, Consent Authority or Environment Court applications, Territorial Authority Building Consent matters, or any other necessary consent process involving Paton Rise Limited and any related party and any construction work and earthworks relating to the development.
- (d) The "Paton Rise" sign and supporting structure on Lot 3 DP 548918 and the block wall and supporting structure on Lot 1 DP 548918 have been erected by the Covenantee as a part of the subdivision and development of the land and are the subject of a separate land covenant. These structures are permitted and do not contravene any of the provisions of the within covenant instrument.

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Form L

Annexure Schedule

1

Page 8 of

10

Pages **Insert type of instrument.*

Continuation of "Estate or Interest or Easement to be created":

- (e) If the Covenantor or any subsequent burdened lot owner shall be in breach of any of these conditions he or she will on request from the Covenantee or any subsequent benefited lot owner (all and any of whom are included in the expression "the Enforcer" in this clause) immediately and permanently desist.
 - (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 Covenantee by third parties arising from such breach plus a 50% liquidated damages surcharge; and
 - (i) the costs fees and charges of any other person entitled to enforce the remedies.
- (f) Paton Rise Limited or any other Covenantee shall not be liable because of any action that it 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 burdened and benefited tenements shall indemnify and keep indemnified Paton Rise Limited and any other Covenantee its successor and assigns from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this transfer;
- (g) 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.

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Form L

Annexure Schedule

1

Page 9 of

10 Pages

**Insert type of instrument.*

Continue in additional Annexure Schedule if required.

Continuation of "Estate or Interest or Easement to be created":

SCHEDULE B		SCHEDULE C	
Burdened Lots on Deposited Plan 548918	Title Reference	Benefited Lots on DP 548918	Title Reference
1	942075	Lots 2, 3, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 300 and 301, Lot 103 DP 542915	942076, 942077, 942078, 942079, 942080, 942081, 942082, 942083, 942084, 942085, 942086, 942087, 942088, 942089, 942090, 942091
2	942076	Lots 1, 3, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 300 and 301, Lot 103 DP 542915	942075, 942077, 942078, 942079, 942080, 942081, 942082, 942083, 942084, 942085, 942086, 942087, 942088, 942089, 942090, 942091
3	942077	Lots 1, 2, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 300 and 301, Lot 103 DP 542915	942075, 942076, 942078, 942079, 942080, 942081, 942082, 942083, 942084, 942085, 942086, 942087, 942088, 942089, 942090, 942091
12	942078	Lots 1, 2, 3, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 300 and 301, Lot 103 DP 542915	942075, 942076, 942077, 942079, 942080, 942081, 942082, 942083, 942084, 942085, 942086, 942087, 942088, 942089, 942090, 942091
13	942079	Lots 1, 2, 3, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 300 and 301, Lot 103 DP 542915	942075, 942076, 942077, 942078, 942080, 942081, 942082, 942083, 942084, 942085, 942086, 942087, 942088, 942089, 942090, 942091
14	942080	Lots 1, 2, 3, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 300 and 301, Lot 103 DP 542915	942075, 942076, 942077, 942078, 942079, 942081, 942082, 942083, 942084, 942085, 942086, 942087, 942088, 942089, 942090, 942091
15	942081	Lots 1, 2, 3, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 300 and 301, Lot 103 DP 542915	942075, 942076, 942077, 942078, 942079, 942080, 942082, 942083, 942084, 942085, 942086, 942087, 942088, 942089, 942090, 942091
16	942082	Lots 1, 2, 3, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24 and 300 and 301, Lot 103 DP 542915	942075, 942076, 942077, 942078, 942079, 942080, 942081, 942083, 942084, 942085, 942086, 942087, 942088, 942089, 942090, 942091
17	942083	Lots 1, 2, 3, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24 and 300 and 301, Lot 103 DP 542915	942075, 942076, 942077, 942078, 942079, 942080, 942081, 942082, 942084, 942085, 942086, 942087, 942088, 942089, 942090, 942091
18	942084	Lots 1, 2, 3, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24 and 300 and 301, Lot 103 DP 542915	942075, 942076, 942077, 942078, 942079, 942080, 942081, 942082, 942083, 942085, 942086, 942087, 942088, 942089, 942090, 942091
19	942085	Lots 1, 2, 3, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24 and 300 and 301, Lot 103 DP 542915	942075, 942076, 942077, 942078, 942079, 942080, 942081, 942082, 942083, 942084, 942086, 942087, 942088, 942089, 942090, 942091

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Form L

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

Continuation of "Estate or Interest or Easement to be created":

SCHEDULE B		SCHEDULE C	
20	942086	Lots 1, 2, 3, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24 and 300 and 301, Lot 103 DP 542915	942075, 942076, 942077, 942078, 942079, 942080, 942081, 942082, 942083, 942084, 942085, 942087, 942088, 942089, 942090, 942091
21	942087	Lots 1, 2, 3, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24 and 300 and 301, Lot 103 DP 542915	942075, 942076, 942077, 942078, 942079, 942080, 942081, 942082, 942083, 942084, 942085, 942086, 942088, 942089, 942090, 942091
22	942088	Lots 1, 2, 3, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24 and 300 and 301, Lot 103 DP 542915	942075, 942076, 942077, 942078, 942079, 942080, 942081, 942082, 942083, 942084, 942085, 942086, 942087, 942089, 942090, 942091
23	942089	Lots 1, 2, 3, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24 and 300 and 301, Lot 103 DP 542915	942075, 942076, 942077, 942078, 942079, 942080, 942081, 942082, 942083, 942084, 942085, 942086, 942087, 942088, 942090, 942091
24	942090	Lots 1, 2, 3, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 300 and 301, Lot 103 DP 542915	942075, 942076, 942077, 942078, 942079, 942080, 942081, 942082, 942083, 942084, 942085, 942086, 942087, 942088, 942089, 942091

View Instrument Details



Instrument No 11986608.7
Status Registered
Date & Time Lodged 13 January 2021 10:59
Lodged By Earle, David Antony
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
942075	Nelson
942076	Nelson
942077	Nelson
942078	Nelson
942079	Nelson
942080	Nelson
942081	Nelson
942082	Nelson
942083	Nelson
942084	Nelson
942085	Nelson
942086	Nelson
942087	Nelson
942088	Nelson
942089	Nelson
942090	Nelson
942091	Nelson

Annexure Schedule Contains 5 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 David Antony Earle as Covenantor Representative on 13/01/2021 10:58 AM

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 David Antony Earle as Covenantee Representative on 13/01/2021 10:58 AM

***** 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

PATON RISE LIMITED

Covenantee

PATON RISE 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
if required*Continue in additional Annexure Schedule,*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
	DP 548918		
Land Covenants	DP 548918	Lot 1 (RT 942075)	Lots 2, 3, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 300 and 301 (RTs 942076, 942077, 942078, 942079, 942080, 942081, 942082, 942083, 942084, 942085, 942086, 942087, 942088, 942089, 942090 and 942091)
		Lot 3 (RT 942077)	Lots 1, 2, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 300 and 301 (RTs 942075, 942076, 942078, 942079, 942080, 942081, 942082, 942083, 942084, 942085, 942086, 942087, 942088, 942089, 942090 and 942091)

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

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

Annexure Schedule 1.

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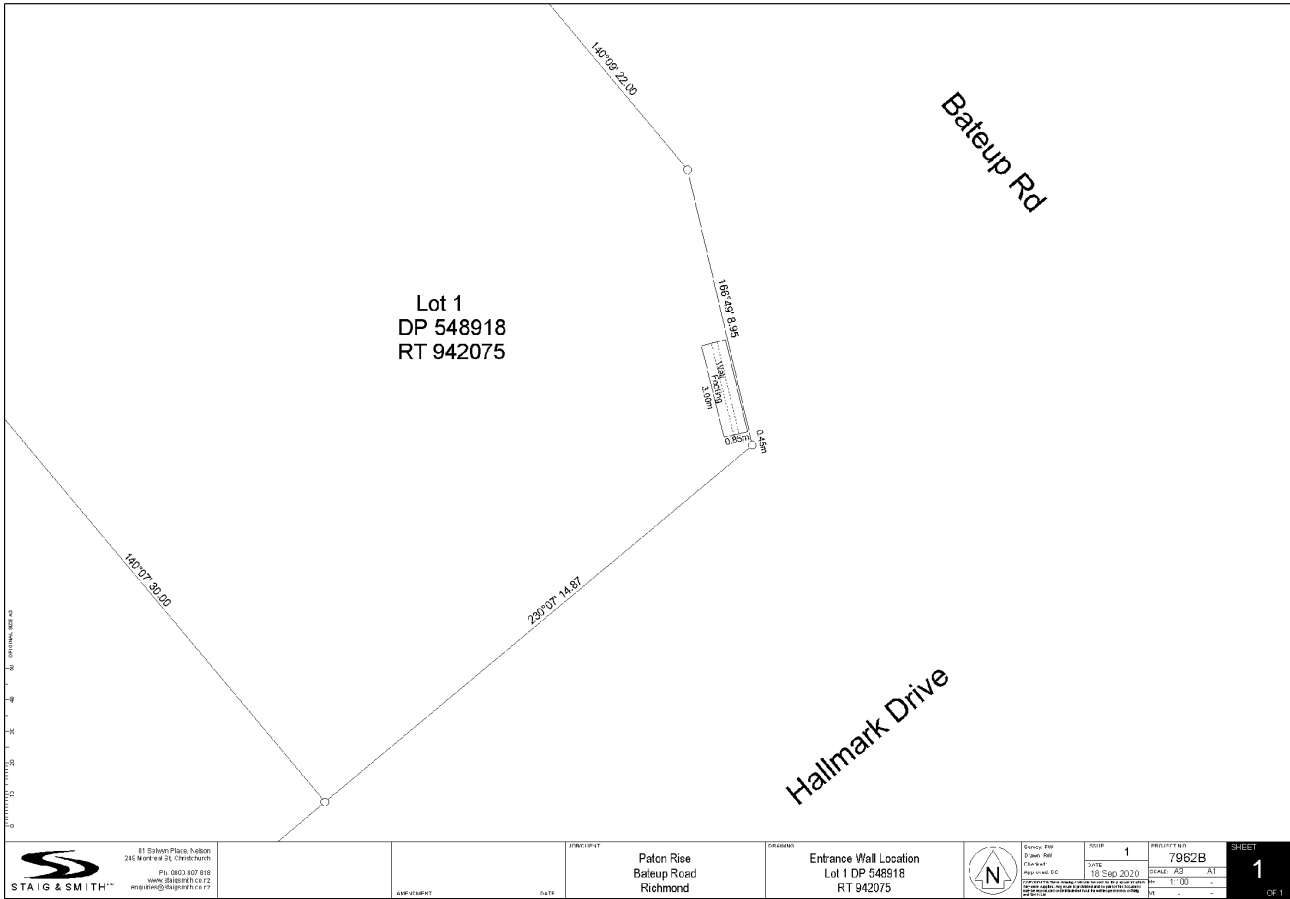
Form L

Annexure Schedule 1 Page 3 of 3 Pages

Insert instrument type

Land Covenant Continuation of "Estate or Interest or Easement to be created":

1. The Covenantor in respect of Lot 3 will allow the "Paton Rise" sign and supporting structures to remain in place on the Burdened Land in the location current at the date of registration of this Covenant, as per the plan of Lot 3 **attached**. The Covenantor as proprietor of Lot 3 will at its expense maintain the structure and sign located on Lot 3 in good repair and condition and will ensure the sign is not obscured by any structure or vegetation or by any other cause.
2. The Covenantor in respect of Lot 1 will allow the block wall and supporting structure to remain in place on the Burdened Land in the location current at the date of registration of this Covenant as per the plan of Lot 1 **attached**. The Covenantor as proprietor of Lot 1 will at its expense maintain the wall and structure located on Lot 1 in good repair and condition and will ensure the wall is not obscured by any structure or vegetation or any other cause.




 81 Schwan Plaza, Nelson
 240 Motueka St, Christchurch
 Ph: 080 107 616
 www.staigandsmith.co.nz
 info@staigandsmith.co.nz

PROJECT
 Paton Rise
 Bateup Road
 Richmond

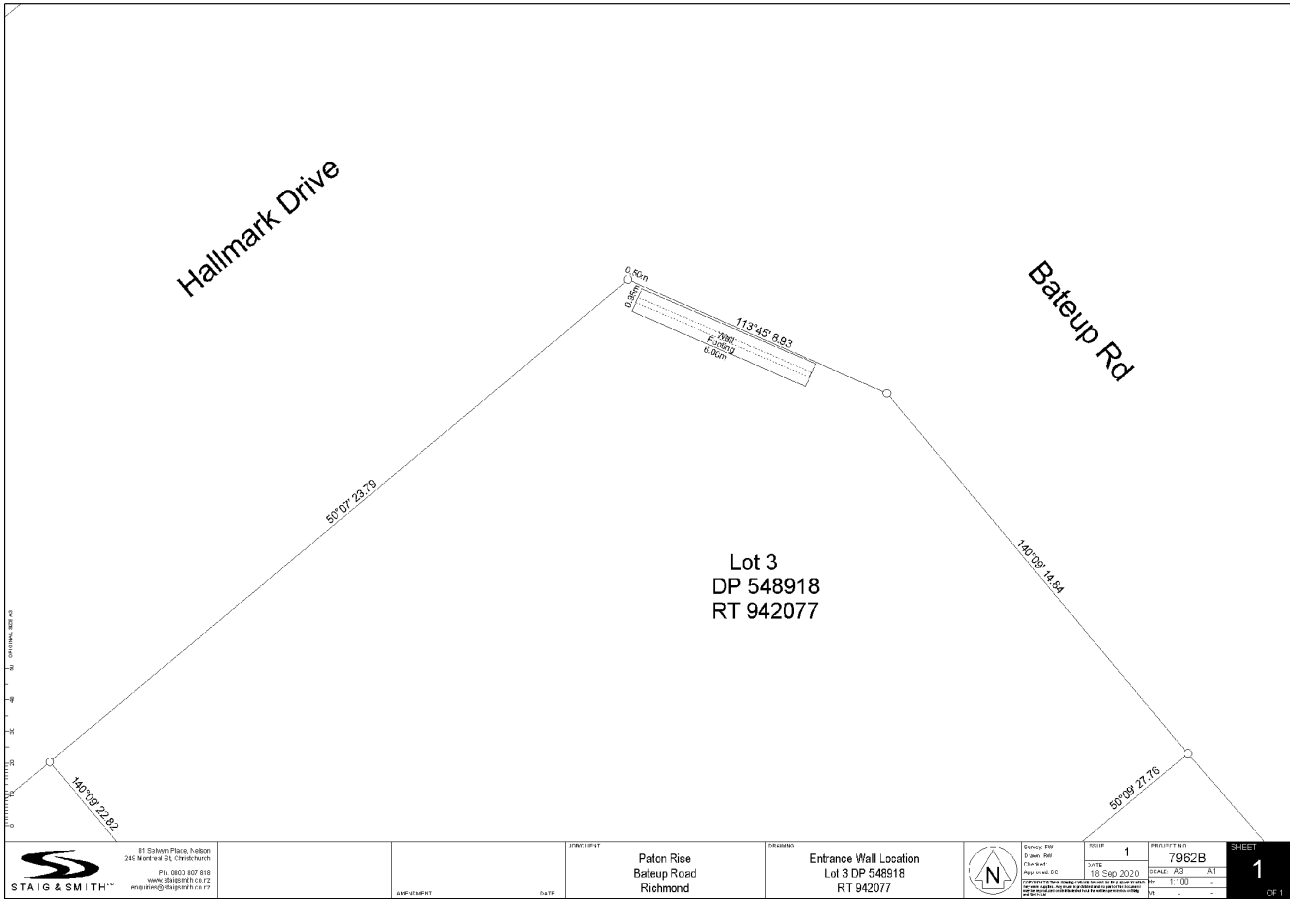
DRAWING
 Entrance Wall Location
 Lot 1 DP 548918
 RT 942075



DATE
 18 Sep 2020
 SCALE
 1:100

SHEET
 1
 OF 1

PROJECT NO.
 7962B

DRAWN BY
 CHECKED BY
 DATE
 18 Sep 2020
 SCALE
 1:100



 <p>St John Platts, Nelson 242 Motueka St, Christchurch Ph: 03 373 616 www.staigandsmith.co.nz enquiries@staigandsmith.co.nz</p>	<p>APP-01-01-01</p>	<p>PROJECT</p> <p>Paton Rise Bateup Road Richmond</p>	<p>DESCRIPTION</p> <p>Entrance Wall Location Lot 3 DP 548918 RT 942077</p>	 <p>Drawn By Checked By Project No. Date 18 Sep 2020</p>	<p>NOISE</p> <p>1</p> <p>PROJECT NO.</p> <p>7962B</p> <p>SCALE: AS SHOWN</p> <p>1:100</p>	<p>SHEET</p> <p>1</p> <p>OF 1</p>
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