



View Instrument Details

Instrument Type	Transfer
Instrument No	11382610.1
Status	Registered
Date & Time Lodged	21 May 2019 12:13
Lodged By	Hunter, Nicola Kate

Affected Records of Title	Land District
867128	Nelson

Transferors

Arizona Land Limited

Transferees

RSB Syndicate 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 Gary Thomas Stocker as Transferor Representative on 17/05/2019 08:25 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 Robert Whittle as Transferee Representative on 16/05/2019 09:10 AM

*** End of Report ***

View Instrument Details



Instrument No 11384534.8
Status Registered
Date & Time Lodged 11 April 2019 09:36
Lodged By Lane, Bronwyn Ruth
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
867128	Nelson
867129	Nelson
867130	Nelson
867124	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 10/04/2019 02:35 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 10/04/2019 02:35 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

Arizona Land Limited

Covenantee

Arizona Land 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
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		Lots 18, 89, 90 and 91 DP 531387 ("Burdened Lots") (867124, 867128-867130)	Lots 18, 89, 90 and 91 DP 531387 ("Benefited Lots") (867124, 867128-867130)

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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 Schedules].~~

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Annexure Schedule [Page 3 of 6]

Continuation of "Grant of Covenant"

1. The Covenantor has procured subdivision of the land formerly contained in RT 846595 into lots in the manner shown and defined on DP 531387.
2. It is the Covenantor's intention that the lots specified as Burdened Lots in Schedule A are to be subject to the land covenants in Schedule B for 21 years from 1 January 2017 for the benefit of each of the lots specified as Benefited Lots in Schedule A TO THE INTENT that the Burdened Lots shall be bound by the stipulations and restrictions set out in Schedule B for 21 years from 1 January 2017 and that the owners and occupiers for the time being of the Benefited Lots may enforce the observance of such stipulations against the owners or occupiers for the time being of the Burdened Lots.
3. So as to bind the Burdened Lots and for the benefit of the respective Benefited Lots the Covenantor DOETH HEREBY COVENANT AND AGREE in the manner set out in Schedule B hereto so that the covenants run with the Burdened Lots for the benefit of the respective Benefited Lots as described in Schedule A.
4. Arizona Land 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 Lots in the subdivision or for any breach of these covenants or otherwise and the registered proprietors for the time being of the Burdened and Benefited Lots shall indemnify and keep indemnified Arizona Land Limited and its legal successors (other than successors in title after registration of a Transfer Instrument from Arizona Land Limited to a subsequent owner) from any costs, claims, suits, demands or liabilities arising out of or under these covenants.
5. Arizona Land Limited reserves the right for itself (and not for its successors in title) to vary strict compliance with the restrictions in covenants 1-10 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.
6. 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 Arizona Land Limited for resolution and its decision shall be final.
7. If Arizona Land Limited ceases to be a registered New Zealand company the powers of variation under paragraph 5 and power to resolve disputes under paragraph 6 above shall devolve on any of the persons who were Directors of Arizona Land 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 these covenants including any costs, fees and charges incurred in dealing with any claims against Arizona Land 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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Annexure Schedule [Page 4 of 6]

Schedule B

For a period of 21 years from 1 January 2017 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 Arizona Land 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 Arizona Land Limited is first obtained.
- (b) A dwelling with an internal ground floor area of less than 140m² (excluding any outbuildings) unless the prior approval of Arizona Land Limited is first obtained.
- (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 Arizona Land 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.
- (g) Any dwelling or outbuilding incorporating second-hand building materials (excluding recycled bricks) unless the prior written approval of Arizona Land 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 5.5 metres above the average ground level of the lot. 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.

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Annexure Schedule [Page 5 of 6]

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

- (k) Any boundary fence:
 - a. built of galvanised iron, polite or cement board;
 - b. exceeding 1 metre in height within 7 metres of the road boundary.

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 Arizona Land 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 Arizona Land 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 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.

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Annexure Schedule [Page 6 of 6]

8. On-site Parking and Storage

Not:

- i. 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, trade vehicle, other equipment, materials or machinery unless garaged or sufficiently screened from any road adjacent to the lot and from neighbouring lot(s);
- ii. park or allow to remain parked more than two cars in the front yard;
- iii. form any driveway and/or parking bay exceeding a width of 7 metres (ie 2 car widths);

so as to preserve the amenity of the subdivision (other than during the period of construction on the property). In this restriction the term "front yard" means the general area between the road frontage and dwelling.

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).

10. Landscaping

Landscape the Burdened Lot within 3 months of practical completion of the principal dwelling PROVIDED THAT the registered proprietor shall not carry out any landscaping without first obtaining the prior written approval of Arizona Land Limited. In this restriction "practical completion" means the stage at which the principal dwelling is capable of being occupied as a residence.