

# View Instrument Details



**Instrument No** 12197841.6  
**Status** Registered  
**Date & Time Lodged** 16 August 2021 09:49  
**Lodged By** Lane, Bronwyn Ruth  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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Affected Records of Title	Land District
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999088	Nelson
999089	Nelson
999090	Nelson
999091	Nelson
999092	Nelson
999093	Nelson
999094	Nelson
999095	Nelson
999097	Nelson

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**Annexure Schedule** Contains 6 Pages.

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## 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 12/08/2021 01:03 PM

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## 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 12/08/2021 01:03 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

Totara Hill Estate Limited

Covenantee

Totara Hill Estate 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 1-8 DP 562860 (999088-999095)  "Burdened Lots"	Lots 1-8 DP 562860 and Lot 10 DP 562860 (999088-999095, 999097)  "Benefited Lots"

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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

Continuation of "Grant of Covenant"

### **RECITALS**

1. The Covenantor has obtained consent for the subdivision of the land formerly contained in CT NL11B/1066 ("the land") into [at least] 27 residential lots as set out in RM190300 (and any subsequent variations of that consent) ("the subdivision").
2. The Covenantor intends completing the subdivision in stages with the lots shown and defined on DP 562860 being Stage 1 of the subdivision ("Stage 1").
3. 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 March 2021** 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 March 2021 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 **PROVIDED THAT** the within covenants shall cease to have any effect on any Lot which shall vest in or be dedicated to the territorial authority as road or reserve in subsequent stages of the subdivision. Such date of cessation shall be the date of approval of the subdivision plan(s) by the territorial authority for the vesting of the relevant Lot(s).
4. So as to bind the Burdened Lots and for the benefit of the respective Benefited Lots the Covenantor DOTH 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 this Instrument.
5. **Totara Hill Estate 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 **Totara Hill Estate Limited** and its legal successors (other than successors in title after registration of a Transfer Instrument from **Totara Hill Estate Limited** to a subsequent owner) from any costs, claims, suits, demands or liabilities arising out of or under these covenants.
6. **Totara Hill Estate Limited** reserves the right for itself (and not for its successors in title) to vary strict compliance with the restrictions in covenants 1-9 of Schedule B, but it will only do so if in its opinion the relaxation does not significantly affect the integrity of the subdivision as a whole.
7. If any dispute or difference arises between burdened and dominant 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 **Totara Hill Estate Limited** for resolution and its decision shall be final.
8. If **Totara Hill Estate Limited** ceases to be a registered New Zealand company the powers of variation under paragraph 6 and power to resolve disputes under paragraph 7 above shall devolve on any of the persons who were Directors of Totara Hill Estate Limited at the date on which it was struck off the New Zealand Companies Office register.
9. If any 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 Totara Hill Estate

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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.

## **Schedule B**

For a period of 21 years from 1 March 2021 the registered proprietor of each Burdened Lot shall:

### **1. Subdivision Control**

**Not** subdivide the Burdened Lot. Exemptions may be allowed for some Lots on written approval from Totara Hill Estate 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 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 Totara Hill Estate Limited is first obtained.
- (b) A dwelling including garaging with an internal ground floor area of less than 140m<sup>2</sup> (excluding any outbuildings) unless the prior written approval of Totara Hill Estate Limited is first obtained.
- (c) Any dwelling with corrugated iron or metallic cladding 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, building or other structure clad in board and batten, ply and batten, hardiplank, fibrelight, or hardiflex the area of which exceeds 30% of its total external area unless prior written approval is granted by Totara Hill Estate Limited.
- (e) Any pre-used dwelling building or structure.
- (f) Any kitset type dwelling.
- (g) Any dwelling to a shape which is a single rectangle, or without containing at least one roof break or full valley in the roof.
- (h) Any dwelling or outbuilding incorporating second-hand building materials (excluding recycled bricks) unless prior written approval of Totara Hill Estate Limited is obtained.

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- (i) Any outbuildings other than an outbuilding of a style similar to the dwelling erected or to be erected on the Lot, nor more than one pre-fabricated (but not pre-used) garden shed which is adequately screened from neighbouring properties.
- (j) Any dwelling, building, mast, aerial, tree or shrub higher than 4.5 metres above the average ground level of the Burdened Lot. If any tree, shrub or other planting on the Burdened Lot exceeds this height and is obstructing the views of any other Lot in the subdivision, then a suitably qualified arborist will trim the tree, shrub or plant so that it complies with this restriction and the cost of so doing will be billed to the Lot owner in breach. If requested, Totara Hill Estate Limited may grant an exemption to the height restriction for a dwelling but it will only do so if in its opinion the granting of such an exemption does not adversely affect other Lots in the subdivision.
- (k) Any fence within the Burdened Lot:
  - built of galvanised iron, polite or cement board; or
  - comprising any live hedge exceeding 1.8 metres in height.
- (l) Any boundary fence:
  - built of galvanised iron, polite or cement board;
  - exceeding 1 metre in height within 7 metres of the road boundary.

**3. Exclusion of Institutional Use**

**Not** use or permit the use of the 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 Lot for housing purposes by central or local government agencies or public or private health sector agencies.

**4. Maintenance of Lot**

- (a) **Maintain** the Lot to a standard which (in the opinion of Totara Hill Estate Limited) is acceptable, and not allow it to become unsightly or a fire hazard. If grass or weeds are allowed to exceed 200mm in height Totara Hill Estate Limited reserves the right to have the Lot mowed and the Lot Owner agrees to accept liability for such, cost plus 50%; and
- (b) **Not** allow the Lot or any buildings thereon to deteriorate in any way which detrimentally affects the amenities of the subdivision.

**5. Building Time Limits**

**Ensure:**

- (a) that the exterior of the dwelling is closed in within six months of laying down the foundations of the dwelling; and
- (b) the dwelling and landscaping is fully completed within twelve months from the date of commencement of building.

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**6. Construction Parameters**

**Not** live on-site in temporary accommodation while constructing the principal dwelling and once construction has commenced no building shall be left for more than 3 months without substantial work having been carried out on it.

**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:**

- i. bring onto or allow to remain on the 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 Lots;
- 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 Lot). In this restriction the term "front yard" means the general area between the road frontage and the dwelling.

**9. Landscaping**

**Landscape** the 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 Totara Hill Estate Limited. In this restriction "practical completion" means the stage at which the principal dwelling is capable of being occupied as a residence.



# View Instrument Details

<b>Instrument Type</b>	Transfer
<b>Instrument No</b>	12231492.2
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	13 September 2021 16:12
<b>Lodged By</b>	Byczkow, Michelle Elizabeth

<b>Affected Records of Title</b>	<b>Land District</b>
999093	Nelson

## Transferors

Totara Hill Estate Limited

## Transferees

David Murray Kircher, Helen Loraine Kircher and Paul Donald Le Gros

## 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 08/09/2021 04:43 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 Michelle Elizabeth Byczkow as Transferee Representative on 13/09/2021 10:16 AM

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