

View Instrument Details



Instrument No 11464805.8
Status Registered
Date & Time Lodged 12 June 2019 09:59
Lodged By Fitchett, Robert David John
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
868167	Nelson
868168	Nelson
868169	Nelson
868170	Nelson
868171	Nelson
868172	Nelson
868173	Nelson
868174	Nelson
868175	Nelson
868192	Nelson

Annexure Schedule: Contains 7 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 Robert David John Fitchett as Covenantor Representative on 23/05/2019 02:41 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 Robert David John Fitchett as Covenantee Representative on 23/05/2019 02:42 PM

*** End of Report ***

Covenant Instrument to note land covenant

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

Covenantor

HILL STREET PROPERTY HOLDING LIMITED

Covantee

HILL STREET PROPERTY HOLDING LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional

Annexure Schedule, if required

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Restrictive Covenant	DP 530999	As described in the annexure schedule	As described in the annexure schedule

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].

ANNEXURE SCHEDULE 1

Continuation of 'Estate or Interest or Easement to be created'

The Grantor when registered proprietor of the land formerly contained in Certificate of Title **NL12A/1149** subdivided the land into residential lots in the manner shown and defined on Deposited Plan **530999 AND WHEREAS** it is the intention of the Grantor to create for the benefit of the land in the Certificates of Title set out in **Schedule C** (hereinafter referred to as the 'Benefitted Lots') the land covenants set out in **Schedules A and D** over the land in 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 and D** and that the owners and occupiers for the time being of each of the Benefitted Lots may enforce the observance of such stipulations against the owners for the time being of any 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 Benefitted Lots the Grantee **DOTH HEREBY COVENANT AND AGREE** with the Grantor in the following manner:-

- (a) as set out in the **Schedule A** hereto so 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 lots shown as Benefitted Lots in **Schedule C** hereto;
- (b) as set out in **Schedule D** hereto so that the said covenants shall run with each of the Lots shown as Burdened Lots in **Schedule D** hereto for the benefit in perpetuity of each of the lots shown as corresponding Benefitted Lots in **Schedule C** hereto.

SCHEDULE A

The registered proprietor or proprietors for the time being of the Lots described in **Schedule B** hereto shall not:-

- 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 provided that any boundary adjustment which does not result in the issuing of an additional title, shall not be deemed a subdivision.
- B.** Erect or permit to be erected upon any of the allotments:
 - (i) any more than one dwelling and associated outbuilding individually designed;
 - (ii) any dwelling (including internal garaging) with an internal floor area of less than 120 square metres;
 - (iii) any outbuilding (including external garaging) other than a building of a style and quality similar to the dwelling erected or to be erected on that lot. Garden sheds shall be permitted within the front yard of the property but must be screened from the road and any right of way appurtenant to any of the Benefitted Lots;

ANNEXURE SCHEDULE 1

- (iv) any dwelling, building or other structure with an external wall cladding other than of insulated pre-cast concrete panels, brick, stone, split block, stucco, concrete block, coated fibre cement sheet, natural timbre, texture coated polystyrene or lightweight concrete panels, Hardies Linear board or any product of a similar nature;
 - (v) 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;
 - (vi) any building not finished in a recessive, non-reflective muted colour.
 - (vii) any dwelling, building or structure of an "A" frame style or construction with a pitch on the main roof exceeding 45 degrees;
 - (viii) any pre-used dwelling, building or structure;
 - (ix) 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 prefabricated on a site other than the lot;
 - (x) any boundary fence constructed of used or second hand materials;
 - (xi) any dwelling or other structure (other than boundary fences) closer than 1 metre to any side or rear boundary;
 - (xii) any building or structure incorporating an under structure that is not fully enclosed by cladding in keeping with the cladding of the main structure;
 - (xiii) any solar panels that are not fixed and located so that they are discrete from the street or neighbouring property unless they are of a low profile type and set at the same pitch as the roof;
- C.** Use or permit the use of the property for other than private residential purposes to the intent that such property shall not be used for institutional residential purposes or as a hostel, lodge, homestay or boarding house, For the purpose of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or local government agencies or public or private health sector agencies or public or private retirement care providers;
- D.** Use the lot or permit to be erected or placed, on the property any advertisement, sign or hoarding of a business or commercial nature. Use the lot for any engineering, industrial or mechanical repairs of a commercial nature;
- E.** Allow the lot to become unkempt by reason of excessive growth of grass or otherwise and will at all times maintain the lot in a neat and tidy state;
- F.** Erect or place on the lot any motor home caravan garage or shed or allow the same to be used for temporary or permanent residential use provided however that nothing herein shall preclude the placing of a builders shed or sheds on the lots during the constructions period of a dwelling or other structure;

ANNEXURE SCHEDULE 1

- G. Allow the exterior of the dwelling or other structure visible to the public to remain in an unfinished stage for more than 12 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 and the commencement of the construction of the dwelling.
- H. Permit more than one vehicular entrance onto their allotment and shall ensure at all times that where a vehicular crossing is no longer in use, that it is reinstated to the then prevailing standard as required by Tasman District Council.
- I. Use the adjacent or abutting land and footpaths for access and dumping of rubbish. The Grantee shall reinstate, 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 the Grantee's use of the land directly or indirectly through the Grantee's action or those of the Grantee's agents or invitees.
- J. Carry out or permit to carry out any farming operation involving the raising, breeding, or keeping of pigs, roosters or any other animals that may reasonably cause a nuisance or disturbance to any property having the benefit of these covenants.

AND it is hereby covenanted and agreed between the Grantor and Grantee that:-

- 1. If the Grantee or any subsequent Servient Lot owner shall be in breach of any of these conditions he will on request from the Grantor or any subsequent Dominant Lot owner (any of whom are included in the expression "the Enforcer" in this clause) immediately and permanently desist from, and remedy, such breach at his own cost, The Grantee or any subsequent Servient Lot owner shall also pay to the Enforcer:-
 - (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 Grantor by third parties arising from such breach, plus a 50% liquidated damages surcharge; and
 - (ii) the actual costs, fees and charges of any other person entitled to enforce the remedies.
- 2. The Grantor 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 benefitted lots shall indemnify and keep indemnified the Grantor from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this transfer;

ANNEXURE SCHEDULE 1

3. The Grantor shall not be required by the Grantee (or the Grantee's successor in title) to contribute towards the cost of work on a fence between land owned by the Grantor and land owned by the Grantee (or the Grantee's successor in title).
4. 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.

ANNEXURE SCHEDULE 1

SCHEDULE B		SCHEDULE C	
Burdened Lots on Deposited Plan 530999	Title Reference	Benefited Lots on DP 530999	Title Reference
1	868167	2-10	868168 – 868175 & 868192
2	868168	1 and 3 - 10	868167 & 868169 - 868175 & 868192
3	868169	1, 2, and 4 - 10	868167, 868168 & 868170 - 868175 & 868192
4	868170	1, 2, 3, and 5 - 10	868167 - 868169 & 868171 - 868175 & 868192
5	868171	1 – 4 and 6 – 10	868167 - 868170 & 868172 - 868175 & 868192
6	868172	1 – 5 and 7 – 10	868167 - 868171 & 868173 - 868175 & 868192
7	868173	1 – 6 and 8 – 10	868167 - 868172 & 868174 - 868175 & 868192
8	868174	1 – 7 and 9 – 10	868167 – 868173, 868175 & 868192
9	868175	1 – 8 and 10	868167 - 868174 & 868192
10	868192	1 – 9	868167 - 868175

ANNEXURE SCHEDULE 1

SCHEDULE D

The registered proprietors of each of the Lots listed below shall not erect any structure including dwellings, outbuildings, masts and aerials nor grow or permit to be grown any tree or shrub exceeding a height above the Building platform (as at the date of registration of these covenants) as listed below:

Servient Lot	Height from Building Platform
6	6 metres
7	6 metres
8	6 metres
9	6 metres



View Instrument Details

Instrument Type	Transfer
Instrument No	11447222.1
Status	Registered
Date & Time Lodged	26 June 2019 15:10
Lodged By	Matheson, Roxy Denise

Affected Records of Title	Land District
868171	Nelson

Transferors

Hill Street Property Holding Limited

Transferees

Richard Graham Puklowski

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 Craig Alastair Morice as Transferor Representative on 26/06/2019 11:18 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 Samuel James Sullivan as Transferee Representative on 25/06/2019 10:41 AM

*** End of Report ***