

View Instrument Details



Instrument No 12654183.22
Status Registered
Date & Time Lodged 30 October 2023 12:24
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
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1107237	Nelson
1107238	Nelson
1107239	Nelson
1107240	Nelson
1107241	Nelson
1107242	Nelson
1107243	Nelson
1107244	Nelson
1107245	Nelson
1107246	Nelson
1107247	Nelson
1107248	Nelson
1107249	Nelson
1107225	Nelson
1107226	Nelson
1107227	Nelson
1107228	Nelson
1107229	Nelson
1107230	Nelson
1107231	Nelson
1107232	Nelson
1107233	Nelson
1107234	Nelson
1107235	Nelson
1107236	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 30/10/2023 11:38 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 Gary Thomas Stocker as Covenantee Representative on 30/10/2023 11:38 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

Chesham Estates Limited (RTs 1107225-1107235)
Oregon Land Limited (RTs 1107237-1107241, 1107243-1107249)

Covenantee

Chesham Estates Limited (RTs 1107225-1107235)
Chesham Estates Limited, David Matthew Smith and Kate Elizabeth Davies (RT 1107236)
Oregon Land Limited (RTs 1107237--1107249)

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 1-11, 13-17, 28-34 (inclusive), all on DP 586067 (1107225-1107235, 1107237-1107241, 1107243-1107249) (inclusive) "Burdened Lots"	Lots 1-18, 28-34 (inclusive), all on DP 586067 (1107225-1107249) (inclusive) "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 the Annexure Schedule.

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ANNEXURE SCHEDULE

Continuation of "Estate or Interest or Easement to be Created"

1. The Covenantor has procured subdivision of the land formerly contained in RTs 1095200 and 1095201 into lots in the manner shown and defined on DP 586067.
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 November 2022 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 November 2022 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 HEREBY COVENANTS AND AGREES 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. **Chesham Estates Limited** and **Oregon Land Limited** will not be liable because of any action they take or fail 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 both Chesham Estates Limited and Oregon Land Limited and their legal successors (other than successors in title after registration of a Transfer from either Chesham Estates Limited or Oregon Land Limited to a subsequent owner) from any costs, claims, suits, demands or liabilities arising out of or under these covenants.
5. **Chesham Estates Limited** reserves the right for itself (and not for its successors in title) to vary strict compliance with the restrictions in covenants 1-7 of Schedule B for Lots 1-11 DP 586067 (inclusive), but it will only do so if in its opinion the relaxation does not significantly affect the integrity of the subdivision scheme for those lots.
6. **Oregon Land Limited** reserves the right for itself (and not for its successors in title) to vary strict compliance with the restrictions in covenants 1-7 of Schedule B for Lots 13-17 and 28-34 DP 586067 (inclusive), but it will only do so if in its opinion the relaxation does not significantly affect the integrity of the subdivision scheme for those lots.
7. 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:
 - (a) **Chesham Estates Limited** for Lots 1-11 DP 586067 (inclusive); and
 - (b) **Oregon Land Limited** for Lots 13-17 and 28-34 DP 586067 (inclusive)for resolution, whose decision shall be final.
8. If written approval is required for deviation from strict compliance of the various restrictions as provided in clause 2 of Schedule B (Building Controls), or for exercise of the reservation to have the lot mowed under clause 4 of Schedule B (Maintenance of Lot) under this Covenant Instrument, the responsibility for these decisions shall be vested in:
 - (a) **Chesham Estates Limited** in respect of Lots 1-11 DP 586067 (inclusive); and
 - (b) **Oregon Land Limited** in respect of Lots 13-17 and 28-34 DP 586067 (inclusive).
9. If **Chesham Estates Limited** ceases to be a registered New Zealand company the powers of variation under paragraph 5 and power to resolve disputes under paragraph 7(a) above shall devolve on any of the persons who were Directors of Chesham Estates Limited at the date on which it was struck off the New Zealand Companies Office register.

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10. If **Oregon Land Limited** ceases to be a registered New Zealand company the powers of variation under paragraph 6 and power to resolve disputes under paragraph 7(b) above shall devolve on any of the persons who were Directors of Oregon Land Limited at the date on which it was struck off the New Zealand Companies Office register.
11. 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 either or both of **Chesham Estates Limited** and **Oregon 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.

Schedule B

For a period of 21 years from 1 November 2022 the registered owner 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 the relevant developer as provided under clause 8 above. 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 1991; 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 is first obtained.
- (b) A dwelling (including garaging) with an internal ground floor area of less than 140m² unless the prior written approval 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.
- (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 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 (other than for Lots 3, 6 and 7 where that height is to be 5 metres). If any tree,

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shrub or other planting on these Lots exceeds the specified 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.

(j) Any fence or fence within the Lot:

- i. built of galvanised iron, polite or cement board panels; nor
- ii. comprising any live hedge exceeding 1.8 metres in height.

(k) Any boundary fence:

- i. built of galvanised iron, polite or cement board panels; nor
- ii. within 2 metres of the road boundary unless it is visually permeable and does not exceed a height of 1.2m ("the initial maximum height"); nor
- iii. which rises in height for the remainder of the side boundary unless it is tapered from the initial maximum height to the higher height over a distance of 3 metres.

3. Exclusion of Institutional Use

Not use or permit the use of any of the property for institutional residential purposes. 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 sector agencies.

4. Maintenance of Lot

Maintain the Lot to a standard which 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 Chesham Estates Limited or Oregon 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:

- (a) the exterior of the dwelling house shall be closed in within six months of laying down the foundations of the house; and
- (b) 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 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:

- (a) bring onto or allow to remain on any 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);
- (b) park or allow to remain parked more than two cars in the front yard;

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(c) form a driveway and/or parking bay exceeding a width of 7 metres (ie 2 car park 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 the dwelling.

9. Maintain Property

Not allow the 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 any Lot(s)).

Explanatory Note

At the date of registration of this Covenant Instrument there is an earlier Land Covenant affecting Lots 1-11 and 28-30 (inclusive), registered on 7.4.2009 under Easement Instrument 8125432.8 ("earlier covenant"). Under this earlier covenant a height restriction was also imposed, requiring that no dwelling, building, mast or aerial should exceed a height of 57.55 metres above the Tasman District Council datum.

The Tasman District Council datum standard has since been replaced by NZVD 2016. The height of 57.55 metres Tasman District Council datum now equates to 57.22m NZVD 2016.

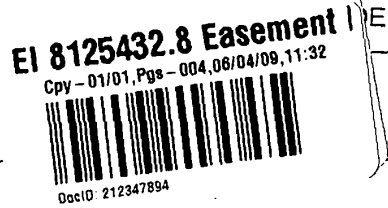
In layman's terms the maximum height imposed under restriction 2(i) of this Covenant Instrument is lower than the maximum height permitted under the earlier covenant.

Easement instrument to create land covenant

Section 90A, Land Transfer Act 1952

Land registration district

Nelson



Grantor

Surname must be underlined

~~Edwardus Henricus Maria BONGERS as to a 61/91 share and Jeffrey Gerald Herman Edward BONGERS, Deborah Anne BONGERS & Knapps Lawyers Trustee Company 2004 (No.2) Limited as to a 30/91 share~~

Grantee

Surname must be underlined

~~Edwardus Henricus Maria BONGERS as to a 61/91 share and Jeffrey Gerald Herman Edward BONGERS, Deborah Anne BONGERS & Knapps Lawyers Trustee Company 2004 (No.2) Limited as to a 30/91 share~~

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this <u>30th</u> day of <u>January</u> 200 <u>9</u> <u>E.H.M. Bongers</u>	
 EHM Bongers	Signed in my presence by the Grantor & Grantee Signature of witness
JGHE Bongers	Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
DA Bongers	MICHAEL RALPH ABBOTT SOLICITOR RICHMOND

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantor

Attestation

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Annexure Schedule I

Schedule A continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown on Deposited Plan (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT) Lots on Deposited Plan
Land Covenant	Shown as set out in Schedule II	Lot 1 DP 411584	Lot 2 DP 411584

Covenant provisions

The provisions applying to the specified covenants are those set out in Annexure Schedule 2.

All signing parties and either their witnesses or solicitors must sign or initial in this panel

E.B.

JB 

ANNEXURE SCHEDULE II

1. If the owner or the occupier for the time being of any of the servient tenements breaches any of the restrictive covenants the owner or occupier (as the case may be) shall on requisition from a Dominant Tenement owner forthwith at the election of the Dominant Tenement owner forthwith permanently remedy or remove such cause of the breach at the cost of the owner or occupier (whichever is in breach) on a full indemnity basis including all the Dominant Tenement owner's fees and charges for enforcing the remedies and dealing with any claims against the Dominant Tenement owner by third parties because of such breaches.
2. The Grantor will not erect or permit to be erected upon the servient tenement:
 - (i) a dwelling with an internal ground floor area of less than 110m² excluding any garaging or outbuildings. Any house shall be built on site from an individual design.
 - (ii) any dwelling, building or structure of an "A" frame style construction.
 - (iii) any pre-used dwelling building or structure, or building built off site.
 - (iv) any dwelling building or structure constructed of second hand building materials (excluding recycled bricks) unless the prior written approval from the Grantor is obtained.
 - (v) any outbuilding other than buildings of a quality similar to the dwelling erected on that servient tenement;
 - (vi) any dwelling, building, mast or aerial:-
 - i. that exceeds a height of 63.1metres in terms of the Tasman District Council datum being 5.5 metres above the floor level of the dwelling constructed on the dominant tenement at the date of this instrument PROVIDED HOWEVER that this covenant shall only apply to those parts of the servient tenement marked as "D, I and J" on DP 41584; and
 - ii. that exceeds a height of 57.55 metres above the Tasman District Council datum PROVIDED HOWEVER that this covenant shall only apply to that part of the servient tenement which clause 2(vi)i. does not apply to.
 - (vii) any dwelling or building or structure incorporating an understructure that is not fully enclosed.
 - (viii) any boundary fence or fence within the servient tenement built of galvanized iron, polite, cement board panels or any live hedge exceeding two metres in height above the point of construction or planting.

PROVIDED HOWEVER any farm buildings on the servient tenement at the date of this easement instrument shall not be in breach of these covenants nor shall any farm buildings erected with new materials be a breach of these covenant.

E.B.

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3. The Grantor will not:-

- (i) live on site in temporary accommodation while constructing the principal dwelling.
- (ii) permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath.
- (iii) permit recreational or commercial vehicles or trailers to be regularly located in front of the building line of the dwelling on the servient tenement provided however that this covenant shall only apply to those servient tenements which have a road frontage greater than 5 metres.
- (iv) carry out landscaping on the road frontage of the local authority owned land except in accordance with the general overall landscaping of the road reserve by the Grantor, or without prior written approval by the Grantor.
- (v) allow any animal (including dogs and other domestic pets) to be kept in or about the servient tenement which is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the Grantor is not allowed to keep on the servient tenement any dog which in whole or part resembles the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds
- (vi) allow any tree, shrub or other plant to grow to a height:-
 - i. that exceeds 63.1 metres in terms of the Tasman District Council datum being 5.5 metres above the floor level of the dwelling constructed on the dominant tenement at the date of this instrument PROVIDED HOWEVER that this covenant shall only apply to those parts of the servient tenement marked as "D, I and J" on DP 41584; and *E.B.*
Tasman District Council
 - ii. that exceeds 57.55 metres above the ~~Nelson~~ Datum PROVIDED HOWEVER that this covenant shall only apply to that part of the servient tenement which clause 3(vi)i. does not apply to. *JB*
- (vii) use the adjacent or abutting land and footpaths for access and dumping of rubbish.
- (viii) use or permit the servient tenement to be used for any trading or commercial purpose which due to noise or emissions causes an unreasonable disturbance to the dominant tenements.

4. The Grantor shall ensure that the exterior of the dwelling, building or other structure visible to the public will not remain in an unfinished stage for more than six months from commencement of the erection of such dwelling, building, or other structure.

To: The District Land Registrar

Please register the within covenants against the servient and dominant titles.

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