

View Instrument Details



Instrument No 12399419.7
Status Registered
Date & Time Lodged 10 March 2022 11:25
Lodged By Cleary, Holly Jacinta
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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1023579	Nelson
1023580	Nelson
1023581	Nelson
1023582	Nelson
1023583	Nelson
1023584	Nelson
1023585	Nelson
1023586	Nelson
1023587	Nelson
1023588	Nelson
1023589	Nelson
1023590	Nelson
1023591	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 Christopher John Royds as Covenantor Representative on 18/03/2022 03:53 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 Christopher John Royds as Covenantee Representative on 18/03/2022 03:54 PM

*** End of Report ***

Covenant Instrument to Note Land Covenant
(Sections 116(1)(a) and (b) Land Transfer Act 2017)

Land Registration District

NELSON

Covenantor

BISHOPDALE POTTERIES LIMITED

Covantee

BISHOPDALE POTTERIES LIMITED

Creation of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule 2A, **grants to the Covantee** (and, if so stated, in gross) the covenant(s) set out in Schedule 2C, with the rights and powers or provisions set out in the Schedule 2C.

SCHEDULE 1

Purpose (Nature and Extent) of Covenant	Shown (Plan Reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title)
Land Covenant and Fencing Covenant	DP 568800	As set out in Schedule 2A	As set out in Schedule 2B

Covenant Provisions

The provisions and covenants applying are set out in Schedule 2C.

SCHEDULE 2

Restrictive Covenants

OPERATIVE PROVISIONS

The Covantee has completed a subdivision in the manner shown and defined on Deposited Plan 568800.

It is the Covantee's intention to create a high-quality subdivision. To enable this to occur it is the Covenantor's intention to create for the benefit of the land set out in Schedule 2B (the **Benefited Land**) the land covenants set out in Schedule 2C over the land set out in Schedule 2A (the **Burdened Land**).

So as to bind the Burdened Lands and for the benefit of the Benefited Land the Covenantor **DO HEREBY COVENANT AND AGREE** in the manner set out in Schedule 2C hereto so that the covenants run with the Burdened Lands for the benefit of each respective Benefited Land.

The Covenants set out in Schedule 2C shall only apply for a period of fifteen (15) years from the date of registration of this Easement Instrument.

SCHEDULE 2A
Burdened Lands (All DP 568800)

Lot	Record of Title
49	1023579
50	1023580
51	1023581
60	1023582
61	1023583
62	1023584
63	1023585
68	1023586
112	1023587
113	1023588
114	1023589
115	1023590
133	1023591

SCHEDULE 2B
Benefited Lands (All DP 568800)

Lot	Record of Title
49	1023579
50	1023580
51	1023581
60	1023582
61	1023583
62	1023584
63	1023585
68	1023586
112	1023587
113	1023588
114	1023589
115	1023590
133	1023591

SCHEDULE 2C

Restrictive Covenants

Interpretation

1. In these covenants, unless the context otherwise requires:

BPL means Bishopdale Potteries Limited or its appointed agent.

Residential Unit means a single self-contained household unit, used principally for residential activities, whether by one or more persons, including accessory buildings. Where more than one kitchen facility is provided on the site, there shall be deemed to be more than one residential unit.

Lot or Land means the Burdened Land.

Registered Owner means Registered Owner of the Burdened Land.

Road means a public road.

Road Boundary means any boundary of the Lot immediately adjacent to a road or right of way.

Subdivision means the subdivision shown on Deposited Plan 568800.

Building Approval

2. The Registered Owner shall not erect on the Burdened Land any dwelling, building, structure or fence or landscaping unless the final plans, specifications, fencing detail, retaining walls, finish and landscaping details have been approved by BPL.

Side Yards, Setbacks and Minimum Floor Areas

3. The following setbacks, minimum floor areas, side yards and number of dwellings constructed on each Lot are:

Lot	Minimum Floor Area (m ²)	Minimum Side Yards	Dwelling Setback from any Road	Setback if Garage Door is facing a Road	Maximum Number of Residential Units
49	180	2 metres on one side and 2 metres on the other side boundary	3m	5.5m	One
50	180	2 metres on one side and 2 metres on the other side boundary	3m	5.5m	One
51	180	2 metres on one side and 2 metres on the other side boundary	3m	5.5m	One
60	140	2 metres on one side and 2 metres on the other side boundary	3m	5.5m	One
61	160	2 metres on one side and 2 metres on the other side boundary	3m	5.5m	One
62	180	2 metres on one side and 2 metres on the other side boundary	3m	5.5m	One
63	180	2 metres on one side and 2 metres on the other side boundary	3m	5.5m	One
68	180	2 metres on one side and 2 metres on the other side boundary	3m	5.5m	One
133	220	2 metres on one side and 2 metres on the other side boundary	3m	5.5m	Two as a single duplex/shared house (not stand alone dwellings)
112	180	2 metres on one side and 2 metres on the other side boundary	3m	5.5m	One
113	180	2 metres on one side and 2 metres on the other side boundary	3m	5.5m	One
114	180	2 metres on one side and 2 metres on the other side boundary	3m	5.5m	One
115	180	2 metres on one side and 2 metres on the other side boundary	3m	5.5m	Two as a single duplex/shared house (not stand alone dwellings)

Building Prohibitions - Dwelling

4. The Registered Owner shall not erect or place on the Land any building, dwelling, carport, garage or other structure:
 - 4.1. unless all roofs are sheathed in either pre-coated metal tiles, chip-coated metal tiles, concrete tiles, clay tiles (provided that the concrete or clay tiles used are not be red or orange in colour), asphalt shingles or glass fibre shingles, or Colorsteel® long run roofing products;
 - 4.2. unless exterior walls are clad in brick, textured plaster, stone, glass or painted/stained timber weatherboards, painted Linea Board or sealed concrete block masonry, Coated Zincolume® or any combination of those materials PROVIDED THAT no more than 50% of the external cladding may be pre-painted metal unless BPL's prior written consent is obtained;
 - 4.3. which, within 3 metres of the boundary, has any item that is visible from the road and that in BPL's sole discretion is obtrusive or unappealing, including but not limited to, air conditioning units, aerials, gas bottles or water tanks;
 - 4.4. which incorporates the use of second-hand materials used for exterior finishes;
 - 4.5. that has the same plan and building shape as any other dwelling within 30 metres of the Land or that has a single square or single rectangle site plan;
 - 4.6. which has a building where the basement (including a basement garage) foundations or pole/pile supports that are not fully enclosed to the reasonable satisfaction of BPL;
 - 4.7. which has any satellite dish over 1 metre in diameter that is visible from any Road.
5. **Other Prohibitions and Construction Requirements**
The Registered Owner shall:
 - 5.1. not permit or suffer on the Land the keep or raising of any livestock, poultry, reptiles or animals of any kind or size on the Lot or in any building on the Lot other than domesticated household pets. Keeping pigeons on the Lot is prohibited;
 - 5.2. Not to bring onto, raise, breed or keep any animal which is likely to cause undue nuisance or annoyance to any of the Registered Owners of the Benefited Lands or to detract from the subdivision as a whole.
 - 5.3. Not use or permit to be used the land for any trading or commercial purpose which by reason of noise, smell, visual appearance, or any other reason unreasonably detracts from the use and enjoyment of the land set out in Schedule A, or use the lot 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 for the property for housing purposes by central or local government agencies, public or private sector agencies, or public or private retirement care providers, or public or private educational providers.
 - 5.4. not permit or suffer on the Land any motorhome, bus, caravan, trailer or similar that is parked on anything other than a hardstand area. Such vehicles, trailers or similar are not permitted to be used as a residence for human occupation on the Land.
 - 5.5. not permit or suffer any recreational, commercial vehicles or boats to be regularly parked on the Road or footpath.
 - 5.6. only use any buildings on the Land as a residence or other permitted activity authorised under the Nelson City Council District Plan and only after the building is substantially completed in accordance with these covenants;
 - 5.7. The Registered Owner of the Burdened Land will not interfere with or remove any survey pegs or markers on the land and in the event that the Registered Owner or its agents, workmen, contractors, guests or invitees do so, the Registered Owner will forthwith arrange for such pegs or markers to be replaced by a registered surveyor at the Registered Owner's cost.

- 5.8. not erect, transport to, permit to erect or allow to be placed on the Land any temporary building, structure, pre-built, relocated dwelling, deconstructed house, whether purpose built or previously erected on other land without BPL's prior written approval **PROVIDED THAT** temporary buildings or structures used during construction of permanent buildings which are removed from the land upon completion of the permanent buildings shall not be in breach of this clause;
- 5.9. not allow any graffiti or similar disfiguring to remain on any wall, fence, structure or building on the Land for more than five (5) days from the date such graffiti or disfiguring occurred;
- 5.10. ensure that upon completion of any dwelling on the Land and prior to occupation as a dwelling or other permitted activity:
 - (a) complete the landscaping of the Land in accordance with plans pre-approved by BPL including driveways, paths, lawns and/or paving, plantings, letterbox, completion of side and rear fences (including painting or staining any fence, if the fencing material is not pre-finished);
 - (b) complete or reinstate any concrete on the footpath, kerb or driveway to the Nelson City Council standards and specifications;
 - (c) maintain grass, trees and shrubs planted on any berms adjacent to the Land.
- 5.11. ensure any building construction is completed within twelve (12) months of laying down the foundation for such building.

No Subdivision

6. The Registered Owner shall not subdivide the land. Subdivide shall have the meaning "subdivide land" set out in Section 218 of the Resource Management Act 1991.

Fencing

7. The Registered Owner will not erect or permit the erection of a fence on the Land that is:
 - 7.1. on or within 3 metres of a Road Boundary that is greater than 1.2 metres in height;
 - 7.2. greater than 1.8 metres measured from the original ground level of the Land;
 - 7.3. constructed of second-hand materials, used corrugated iron or cement board sheets or panels;
 - 7.4. not painted, stained, pre-coated, pre-finished, plastered or a honed finished, or otherwise.

Maintain Lot in Clean and Tidy Condition

8. The Registered Owner shall maintain the Land in a tidy condition at all times and shall not permit:
 - 8.1. any removal of soil from the Land except as shall be necessary for the construction of the dwelling and ancillary buildings;
 - 8.2. any removal or relocation from the Land any fence, tree, shrubs constructed, installed or planted by BPL without prior written consent from BPL;
 - 8.3. any excess building materials, rubbish (including garden or household waste) to accumulate or be placed upon the Land or adjacent berm or permit any excessive growth of grass or weeds so that it exceeds 100mm in height or otherwise becomes unsightly, or;
 - 8.4. leave the berm adjacent to the Land in a condition that in BPL's sole discretion may be detrimental to the Subdivision.
9. BPL has the right to remove any rubbish (including garden or household waste) building materials from the Lot or adjacent land, or to maintain the Land and adjacent berm(s) in a reasonable condition to avoid the Land becoming detrimental to the Subdivision with all reasonable costs to be met by the Registered Owner and payable on demand.

General

10. A cut off drain is located on the south east and south west perimeter boundaries of Lot 133 DP 568800. The Registered Owner of Lot 133 DP 568800 shall maintain and not otherwise alter or interfere with this cut off drain without the written consent of Nelson City Council.
11. BPL reserves the right at any time to, in writing, waive or vary any of these covenants and if called upon to do so the Registered Owner will sign any documentation required to give effect to this waiver and/or variation.
12. The Registered Owner shall not oppose, frustrate, object to, nor take any action or encourage others to oppose, frustrate, object or take any action that might, in any way, prevent or hinder BPL and/or the Local Authority from progressing or completing its subdivision known and referred to as the "Bishopdale Subdivision", which will include further stages of the Bishopdale Subdivision. This covenant extends to and includes (but is not limited to) development planning, zone changes, resource consents, Consent Authority or Environment Court Applications, Building Consent matters, any other consents, earthworks, developments and general works. The benefit of this covenant applies to any adjoining or neighbouring properties now or hereafter owned by BPL.
13. If there be any breach or non-observance of any of these covenants:
 - (a) there is no obligation on BPL to take any steps to enforce these covenants;
 - (b) if there is more than one Registered Owner of the Land, the liability of the Registered Owners shall be joint and several;
 - (c) the Registered Owner in breach shall immediately rectify any breach.
14. In the event of any dispute which cannot be resolved by agreement between the Registered Owner and the Covenantee as to any matter relating to the abovementioned restrictive covenants, the same shall be resolved by arbitration under the provisions of the Arbitration Act 1996 or any Act passed in substitution or amendment thereof by a single arbitrator appointed for that purpose by the nominee of the President of the New Zealand Law Society and the decision of that arbitrator shall be final and binding on the Parties.
15. **BISHOPDALE POTTERIES LIMITED** shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the land and any contiguous land of the Transferor but this proviso shall not endure for the benefit of any subsequent purchaser or Registered Owner of the contiguous land.