

View Instrument Details



Instrument No 11716490.10
Status Registered
Date & Time Lodged 13 August 2020 09:53
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
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938756	Nelson
938757	Nelson
938758	Nelson
938759	Nelson
938760	Nelson
938761	Nelson
938762	Nelson
938763	Nelson
938764	Nelson
938765	Nelson
938766	Nelson
938767	Nelson
938768	Nelson
938769	Nelson
938770	Nelson
938771	Nelson
938772	Nelson
938773	Nelson
938774	Nelson
938775	Nelson
938776	Nelson
938777	Nelson
938778	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 12/08/2020 05:22 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 12/08/2020 05:22 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

Karapoti Partnership Limited

Covenantee

Karapoti Partnership 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) - Lots on DP 544291	Benefited Land (Record of Title) or in gross – Lots on DP 544291
Restrictive Land Covenants	DP 544291	Lots 8-27, 39-41 (938/56-938/78)	Lots 8-27, 39-41 (938/56-938/78)

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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 200 of the Land Transfer Act 2017]~~

[the Annexure Schedule].

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Annexure Schedule

Insert instrument type

Covenant Instrument

1. The Grantor has procured subdivision of the land formerly contained in Record of Title 882019 into lots in the manner shown and defined on DP 544291 and as prescribed by Resource Consent Decisions RM160510 issued by the Tasman District Council, including any variations of those consents ("the subdivision scheme").
2. It is the Covenantor's intention that each of the lots specified as "Burdened Land" in Schedule A are to be subject to the land covenants in Schedule B for 21 years from 1 January 2020 for the benefit of each of the lots specified as "Benefited Land" in Schedule A TO THE INTENT that the Burdened Land lots shall be bound by the stipulations and restrictions set out in Schedule B for 21 years from 1 January 2020 and that the owners and occupiers for the time being of the Benefited Land lots may enforce the observance of such stipulations against the owners or occupiers for the time being of the Burdened Land lots.
3. So as to bind the Burdened Land lots and for the benefit of the Benefited Land lots the Covenantor HEREBY COVENANTS AND AGREES in the manner set out in Schedule B hereto so that the covenants run with the Burdened Land lots for the benefit of the Benefited Land lots as described in Schedule A.
4. **Karapoti Partnership 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 of the Burdened Land lots or for any breach of these covenants or otherwise and the Registered Owners for the time being of the Burdened Land lots and the Benefited Land lots shall indemnify and keep indemnified the said **Karapoti Partnership Limited** and its legal successors (other than successors in title after registration of a Transfer from **Karapoti Partnership Limited** to a subsequent registered owner) from any costs claims suits or liabilities arising out of or under these covenants.
5. 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 Karapoti Partnership Limited for resolution and its decision shall be final.
6. **Karapoti Partnership Limited** reserves the right for itself (and not for its successors in title) to vary strict compliance with the restrictions in paragraphs 1-7 (inclusive) of Schedule 3, but it will only do so if in its opinion the relaxation does not significantly affect the integrity of the subdivision scheme.
7. If **Karapoti Partnership Limited** ceases to be a registered New Zealand company the powers of variation under clause 6 and power to resolve disputes under paragraph 5 (above) shall devolve on any of the persons who were the directors of **Karapoti Partnership 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 the covenants including any costs, fees and charges incurred in dealing with any claims against **Karapoti Partnership 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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Schedule B

For a period of 21 years from 1 January 2020 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 Karapoti Partnership 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 Karapoti Partnership Limited is first obtained.
- (b) A dwelling with an internal ground floor area of less than 160m² (except for any Lots that are 500m² or less where the minimum internal ground floor area shall be not less than 135m²) (in both cases including any garaging).
- (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 Karapoti Partnership 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 unless prior written approval is granted by Karapoti Partnership Limited.
- (g) Any dwelling or outbuilding incorporating second-hand building materials (excluding recycled bricks) unless the prior written approval of Karapoti Partnership 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 5.8 metres above the point shown on the attached plan (* see Note below).

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.

*** Note**

The levels shown on the attached plan:

- are in terms of NZVD2016 Datum

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- relate to the central point of the flatter part of each Lot; and
- are measured from the ground levels existing as at the completion of the earthworks for the subdivision (as shown in the Building Height Restriction Table on the attached plan).

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

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 **Karapoti Partnership 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 **Karapoti Partnership 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 longer than 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.

8. On-site Parking and Storage

Not 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, other equipment, materials or machinery unless garaged or sufficiently screened from any road adjacent to the lot and from neighbouring lot(s) so as to preserve the amenity of the subdivision (other than during the period of construction on the property).

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).

