

# **RPNZ document ordering service**

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**Document, Interest, Instrument: 11500170.10**

**Property: 6 Kotata Street, Richmond, Tasman District**

**Legal Description: Lot 133 Deposited Plan 535766**

**CoreLogic Reference: 3254915/4**

**Processed: 28 July 2025**

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# View Instrument Details



**Instrument No** 11500170.10  
**Status** Registered  
**Date & Time Lodged** 18 July 2019 11:56  
**Lodged By** Penketh, Simon Kim  
**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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887105	Nelson
887106	Nelson
887107	Nelson
887108	Nelson
887109	Nelson
887110	Nelson
887111	Nelson
887112	Nelson
887113	Nelson
887114	Nelson
887115	Nelson
887116	Nelson
887117	Nelson
887118	Nelson
887119	Nelson
887120	Nelson
887121	Nelson
887122	Nelson
887123	Nelson
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887131	Nelson
887132	Nelson
887133	Nelson
887134	Nelson
887135	Nelson
887136	Nelson
887137	Nelson
887138	Nelson
887139	Nelson
887140	Nelson
887141	Nelson
887142	Nelson
887143	Nelson
887144	Nelson
887145	Nelson

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**Annexure Schedule** Contains 4 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 Kim Penketh as Covenantor Representative on 04/07/2019 02:49 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 Kim Penketh as Covenantee Representative on 04/07/2019 02:49 PM

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

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Richmond West Development Company Limited

Covenantee

Richmond West Development Company 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

Continue in additional Annexure Schedule, if required

Purpose of covenant	Shown (plan reference) DP 535766	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants	DP 535766	887105 to 887145	887105 to 887145 And In Gross

**Covenant rights and powers (including terms, covenants and conditions)**

The provisions applying to the specified covenants are those set below:

**CONTINUATION OF SCHEDULE A**

**Covenant provisions**

To the intent that the covenants herein shall run with the burdened land(s) referred to in Schedule A hereof, forever for the benefit of the benefitted land(s) referred to in the said Schedule A hereof.

**Interpretation**

Unless the context specifies or requires otherwise, the following words and phrases when used in this Schedule shall have the meanings specified below:

**“Developer”** means **Richmond West Development Company Limited**

**“Lot(s)”** in relation to this instrument means a Lot(s) on DP **535766**

**“Subdivision”** means the subdivision comprised in DP **535766**

**“Covenantee”** in relation to this instrument means the registered proprietor of the benefitted land(s) and includes the agents, employees, contractors, tenants, licensees and other invitees of the Covenantee.

**“Covenantor”** in relation to this instrument means the registered proprietor of the burdened land(s) and includes the agents, employees, contractors, tenants, licensees and other invitees of the Covenantor.

The Developer shall only be liable in respect of the stipulations and restrictions which occur while it is the registered proprietor of the burdened land(s) and will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the burdened land(s) and benefitted land(s) shall indemnify and keep indemnified the Developer from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this instrument in respect of any of the burdened land(s) which have been transferred by it to another registered proprietor.

If any dispute or difference arises between burdened land(s) and benefitted land(s) 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, whilst the Developer is the owner of any benefitted land(s) then the same shall be referred to the Developer for resolution whose decision shall be final.

In the event that the Covenantor or any subsequent burdened land(s) owner is in breach of any of these covenants they shall on request from the Covenantee or any subsequent benefitted land(s) owner (any of whom are included in the expression “Enforcer” in this clause) immediately and permanently desist from and remedy any such breach at their cost. The Covenantor or any subsequent burdened land(s) owner shall also pay to the Enforcer:

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 Covenantor by third parties arising from such breach, plus a 50% liquidated damages surcharge; and

The costs, fees and charges of any other person entitled to enforce the remedies.

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

**SCHEDULE B****Schedule of Covenants****1. Design Controls**

**1.1** The Developer has obtained Resource Consent for construction of a dwelling on each of the Lots. Each Covenantor shall ensure that construction of the dwelling is completed in accordance with the preapproved plans and specifications by the Developer and will not make any exterior alterations or changes to the dwelling without the prior written approval of the Developer.

**1.2** The obligation to obtain the approval of the Developer (or its nominated representative) pursuant to this clause shall expire Twenty (20) years after the date of registration of this instrument.

**2. General Standards**

**2.1** The Covenantor shall not occupy nor allow any dwelling constructed on the Lot to be occupied until the dwelling has been completed in accordance with the requirements of the local authority nor will the Grantor allow any temporary structures, vehicles, caravans, tents or other similar accommodation to be used for temporary residential purposes prior to completion of the dwelling.

**2.2** The Covenantor shall not move, damage or remove any survey pegs or markers on the Lot and in the event of any breach of this restriction, the Grantor shall, at the sole cost of the Grantor, have such pegs or markers replaced by a registered surveyor and if the Grantor shall not comply with this covenant within 30 days of being requested to do so the Developer shall have the right to instruct a registered surveyor to replace such pegs and markers and the Grantor shall be liable for all associated costs.

**2.3** The Covenantor shall not store or allow to be stored, any car, caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of Berryfield Drive; Youngberry Drive or Kotata Street. Short term parking by visitors and trades people will not be a breach of this covenant.

**2.4** The Covenantor shall not store or allow to be stored or parked any car, caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of the land defined on the plan of subdivision as a Right of Way.

**2.5** The Covenantor shall not allow any animals to be brought onto or kept on the Lot other than one small dog (measuring no greater than 500mm at the top of the head) and/or one cat. No pet shall be permitted which makes a noise in a manner or of such volume as to annoy or disturb others.

**2.6** The Covenantor shall not keep or allow to be kept on the Lot any dog which is generally recognised as being either partially or fully of a breed which is aggressive and/or which may cause a risk to owners or occupiers of other properties in the subdivision.

**2.7** The Covenantor shall not carry out nor permit to be carried out on the Lot any activity which does not comply with the Tasman District Council permitted activities in a Residential Zone provided however that this clause shall not apply to the use of the property for the purposes of a builders show home (and ancillary builders office) for a period of no more than 2 years from the date of completion of such shown home.

**2.8** The Covenantor shall not occupy nor allow any dwelling constructed on the Lot to be occupied until the dwelling has been completed in accordance with the requirements of the local authority nor will the Covenantor allow any temporary structures, vehicles, caravans, tents or other similar accommodation to be used for temporary residential purposes prior to completion of the dwelling.

**2.9** The Covenantor shall not allow any masts, aerials, other structures, trees or shrubs to exceed a height of 6m above the average ground level of the Lot or 5m above the height of the Lot at any particular point.

- 2.10 **The Covenantor** will not store or allow to be stored, any caravan, recreational vehicle, craft, trailer, trade vehicle, or other equipment or machinery on any part of the Lot that is visible from the adjacent road or right of way. Short term parking by visitors and trades people will not be a breach of this covenant.
- 2.11 **The Covenantor** shall ensure that:
- All garbage cans are housed within the garage or service court on each Lot;
  - No garden ornaments are placed in the front yard;
  - No garden hose/retractable hose is placed so that it is visible from any point from the adjacent road or right of way;
  - No garden shed is visible from any point from the adjacent road or right of way;
- 2.12 **Colour Scheme – The Covenantor** shall ensure that:  
**No change** shall be made to any colour of exterior painting of the dwelling for a period of 10 years from the date of issue of the Code Compliance Certificate for the dwelling on the Lot (“CCC”).
3. **Landscaping/Planting**
- 3.1 **The Covenantor** will ensure that all landscaping completed by the Developer on the Lot as at the date of issue of CCC shall be maintained without alteration for a period of 10 years.
- 3.2 **The Covenantor** will ensure that all landscaping completed by the Developer either adjacent to any road boundary or straddling adjoining boundaries is retained and maintained for a period of 10 years.
4. **Maintenance**
- 4.1 **The Covenantor** shall not allow any building or structure on the Lot to become dilapidated or to fall into disrepair and shall not allow any nuisance or unreasonable disturbance to be caused to any owner or occupier of other Lots in the subdivision.
- 4.2 **The Covenantor** shall not allow the Lot to become littered, overgrown or unsightly to the intent that the Lot shall be maintained in a neat and tidy condition (including not allowing grass to grow to a height greater than 100mm), nor allow any noxious weeds (including gorse, blackberry or ragwort) to grow on the Lot.
5. **Fencing**
- 5.1 **The Covenantor** will ensure that all fencing completed on the Lot by the Developer shall be retained and maintained without variation.
6. **Modification**
- 6.1 Whilst **Richmond West Development Company Limited** remains registered proprietor of any Lot it reserves the right to itself (with the intent that this right does not enure to its successors in title) to waive or modify any of the above covenants, but it will only do so, if in its opinion, such action does not impinge on the integrity of the subdivision in its entirety.