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Document, Interest, Instrument: 11889389.7

Property: 187 Dublin Road, Wakefield, Tasman District

Legal Description: Lot 30 Deposited Plan 553558

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View Instrument Details



Instrument No 11889389.7
Status Registered
Date & Time Lodged 11 January 2021 16:35
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
960871	Nelson
960872	Nelson
960873	Nelson
960874	Nelson
960875	Nelson
960876	Nelson
960877	Nelson
960878	Nelson
960879	Nelson
960880	Nelson
960881	Nelson
960882	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 11/01/2021 04:29 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 11/01/2021 04:29 PM

*** End of Report ***

Covenant Instrument to note land covenant

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

Covenantor

GR Property Holdings Limited

Covenantee

GR Property Holdings 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 DP 553558	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		Lots 30 – 41 DP 553558 (RTs 960871 – 960882)	Lots 30 – 41 DP 553558 (RTs 960871 – 960882) GR Property Holdings Limited (in Gross)

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].

Continuation of Annexure Schedule 1:

1. In this Instrument the following definitions are used:

“Grantor” means the registered owner of the Burdened land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantor.

“Grantee” means GR Property Holdings Limited and the registered owner of the Benefited land and includes the agents, employees, contractors, tenants, licensees and other invitees of the Grantee.

2. The Grantor when registered owner of the land formerly contained in Record of Title 901856 (Nelson Land Registry) subdivided the land into residential lots in the manner shown and defined on Deposited Plan 553558.

3. It is the Grantor's intention to create for the benefit the Benefited Land the Land Covenants set out in Annexure Schedule 2 over the Burdened Land to the intent that the Burdened Land shall be bound by the stipulations and restrictions set out in Annexure Schedule 2 and the owners and occupiers for the time being of the Benefited Land may enforce the observance of such stipulations and restrictions against the owners for the time being of the Burdened Land.

4. So as to bind the Burdened Land and for the benefit of the respective Benefited Land the Grantor HEREBY COVENANT AND AGREE with the Grantee in the manner set out in Annexure Schedule 2 so that the covenants run with the Burdened Land for the benefit of the Benefited Land.

5. The Grantor and Grantee FURTHER COVENANT AND AGREE that GR Property Holdings Limited 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 Burdened Land or at all as a result of these restrictions or otherwise and the registered owners for the time being of the Benefited Land shall indemnify and keep indemnified the said GR Property Holdings Limited its successors and assigns (other than the successors in title after registration of a Transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this Instrument in respect of any parts of the Benefited Land which have been transferred by GR Property Holdings Limited to another registered owner.

6. The Grantor and Grantee FURTHER COVENANT AND AGREE that if any registered owner of the Burdened Land should breach or fail to observe any of the land covenants referred to in Annexure Schedule 2 and without prejudice to any other liability of the registered owner of any of the Burdened Land to any person having the benefit of the foregoing covenants, the said registered owner shall, upon written demand being made by any of the registered owners of the Benefited Land either:

(a) 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 Benefited Tenement owner's fees and charges for enforcing the remedies and dealing with any claims because of such breaches; or

(b) Pay to the registered owners of the Benefited Land as liquidated damages the sum of \$100.00 per day for every day that such breach or non-observance or non-compliance continues from and after the date upon which written demand is made by the registered owners of the Benefited Land.

Land Covenants

1. The Grantor shall not:

(a) Subdivide any of the Burdened Land. For the purposes of this paragraph "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. Any boundary adjustment that does not create a separate building site shall not be in breach of this condition.

(b) Erect or permit to be erected upon any of the Burdened Land:

(i) Any buildings other than a private family dwelling house of not less than 120 square metres in gross floor area (including verandahs and patios) and associated outbuildings and garages.

(ii) Any pre-used building or structure or any kitset-type dwelling. No second-hand building materials (excluding recycled bricks) are to be used in the construction of any dwelling or outbuilding or fences unless prior written approval from the Grantee is first obtained.

(iii) Any dwelling that shall not be fully clad and roofed within six (6) calendar months of the foundations being laid on the Burdened Land. Nor shall the registered owners of the Burdened Land permit or suffer on any of the Burdened Land for any building in the course of construction to be left without substantial work being carried out for a period exceeding two months. The registered owners of the Burdened Land shall ensure that construction is completed on any such building within 12 months from the commencement of work. Further, all underfloor areas of all dwellings and buildings are to be fully enclosed.

(iv) Any dwelling, building or structure off an "A" frame style construction.

(v) Any glasshouse or tunnel house of such a design and construction and of such materials that shall cause glare or nuisance to the Grantee unless such structure is located or screened to prevent such potential.

(vi) Any structure including dwellings, buildings, masts, aerials, satellite dishes, solar panels and air-conditioning units of any kind exceeding a height above the finished ground level of the relevant Burdened Land as shown on the table set out at Schedule B.

(vii) Any fence constructed of any material other than high quality new materials including timber, masonry or powder-coated aluminium.

(viii) Any dwelling, building or structure that does not comply with the terms of:

- Land Use Consent RM 120718V1;
- Subdivision Consent RM 100948V2

(c) Allow any tree, shrub or other vegetation to protrude beyond 7.5 metres in height on any of the Burdened Land.

(d) Use any building erected on the Burdened Land for any purpose of advertisement or exhibition with the exclusion of real estate agency signage for the sale of properties.

(e) Object, oppose or support any objection to any resource consent application lodged by or on behalf of GR Property Holdings Limited in relation to the subdivision and development of any land owned by or for the benefit of GR Property Holdings Limited.

(f) Place on any of the Burdened Land, any motor home, caravan, garage or shed and allow the same to be used for temporary or permanent residential use provided however that nothing herein shall preclude the placing of a builder's shed or sheds on the Burdened Land during the construction period of a building or other structure.

2. The Grantor covenants to maintain all the Burdened Land to an acceptable standard (in the Grantee's opinion) and shall not allow the Burdened Land to become unsightly or a fire hazard. If grass or weeds are allowed to exceed 150mm in height the Grantee reserves the right to have the Burdened Land mowed and the Grantor agrees to accept liability for such cost 50%.

3. As at the date of this instrument, G R Property Holdings Limited has planted a minimum of six trees on both the northern and southern side of the location where dwellings are to be constructed on Lots 33-35 (inclusive) and 38-40 (inclusive) DP 553558. The Grantor shall not remove from the Burdened Land any of the trees planted by GR Property Holdings Ltd. Any trees that shall be removed or shall die from natural circumstances shall be replaced by the registered owner of the Burdened Land on which it is located with trees of a similar nature/species in accordance with Clause 6 of Land Use Consent RM 120718V1.

4. GR Property Holdings Limited reserves the right to vary, modify or waive any of the foregoing covenants provided that its reasonable expectations of standards for the subdivision of the land contained in DP 553558 are met.

5. While the Grantee GR Property Holdings Limited, remains registered as owner of at least a part of any of the Benefited Land, the Grantee, GR Property Holdings Limited, reserves the right to itself (with the intent that this does not ensure to its successors in title) to waive or vary any of the conditions contained in clauses 1-4 (inclusive) of Annexure Schedule 2 of this Instrument.

Schedule B (Table of Height Levels)

LOT Number (all DP)	Maximum Height above the finished ground level
30	7.5m
31	7.5m
32	7.5m
33	5.7m
34	5.7m
35	5.7m
36	7.5m
37	7.5m
38	5.7m
39	5.7m
40	5.7m
41	7.5m