

# View Instrument Details



**Instrument No** 11806549.11  
**Status** Registered  
**Date & Time Lodged** 20 July 2020 16:29  
**Lodged By** Penketh, 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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928729	Nelson
928730	Nelson
928731	Nelson
928732	Nelson
928733	Nelson
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934733	Nelson

934734	Nelson
934735	Nelson
934736	Nelson
934737	Nelson
934738	Nelson
934743	Nelson

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**Annexure Schedule** Contains 6 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 23/07/2020 01:59 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 23/07/2020 01:59 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

**Covantee**

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 Covantee** (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 546058	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants	DP 546058	928729 to 928766, 928770 to 928807 934721 to 934738 and 934743	928729 to 928766, 928770 to 928807 934721 to 934738 and 934743 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 **546058**

**“Subdivision”** means the subdivision comprised in DP 546058

**“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**

The **Covenantor** shall not erect or permit to be erected on the Lot:

- 1.1 Any building, structure or improvement without first obtaining the written approval of the Developer (or its nominated representative) to the final building plans and specifications (and where appropriate in the same form as intended to be submitted to the territorial authority for a building consent) and such specifications shall include full details of all exterior colour schemes and finishes and details of driveways and front yard landscaping.
- 1.2 Approval shall be entirely at the discretion of the Developer in all respects provided that should the Developer (or its nominated representative) fail to approve or disapprove such plans and specifications within 25 working days of receipt of the same, then it shall be deemed to have approved the same. The Covenantor shall not apply for a building consent until such time as the Developer's approval, whether deemed or otherwise, has been obtained.
- 1.3 The Developer shall be entitled to serve an injunction notice on the Covenantor to cease all work if the Covenantor shall commence any construction work without having first obtained the approval of the Developer in accordance with this clause.
- 1.4 The obligation to obtain the approval of the Developer (or its nominated representative) pursuant to this clause shall expire Fifteen (15) years after the date of registration of this instrument.

**2. Design Guidelines**

2.1 For guidance, the following are not permitted.

- 2.1.1 Any dwelling that is less than 175m<sup>2</sup> in size (including double garage of minimum 36m<sup>2</sup>) for Lots 199 to 201, 262 to 270, 370 to 376, 385 to 391 and Lots 434 to 442;
- 2.1.2 More than one dwelling on any Lot;
- 2.1.3 Any dwelling that is a single rectangle;
- 2.1.4 Any building or structure that does not contain at least one roof break or one full valley in its roofline;
- 2.1.5 Any relocated, transportable, kitset or used dwelling provided that:
  - 2.1.5.1 One prefabricated (but not used) garden shed which is adequately screened from neighbouring properties may be placed on the Lot; and
  - 2.1.5.2 Builder's sheds or other similar buildings required during construction of any dwelling may be placed on the Lot during such construction but must be removed on completion of construction.
- 2.1.6 Any dwelling, building or other structure with an external wall cladding of:
  - 2.1.6.1 galvanised iron, zincalume or metallic cladding material unless such cladding material has a proprietary coating system and the area of which exceeds 20% of the total area of the external walls of the dwelling, building or other structure; or
  - 2.1.6.2 any sheet material (e.g. fibre cement sheet, Hardiplank or other flat Hardie sheet or Hardie cladding product) unless such material has a proprietary finishing system applied or is properly sealed and painted, and the area of which exceeds 20% of the total area of the external walls of the dwelling, building or other structure; or
  - 2.1.6.3 any PVC, plastic or materials coated in PVC or plastic; or
  - 2.1.6.4 any pre-used building materials; or
  - 2.1.6.5 any other building material which in the opinion of Richmond West Development Company Limited (or its nominated representative) detracts from the good quality of the subdivision and the local housing standard.

**3. Building**

- 3.1 The Covenantor shall not make any alterations or changes to the plans or specifications of the dwelling, building or structure, once approved by the Developer during the construction process without first having obtained the Developer's written approval.

- 3.2** The Covenantor shall commence construction no later than three months from the date of the building consent for a dwelling on the Lot and shall complete construction within 12 months of the date of commencement and the Covenantor shall not allow:
- 3.2.1 a period of more than three (3) months to elapse without substantial work being carried out once such work has commenced;
- 3.2.2 in the case of a dwelling, the dwelling to not be fully clad and roofed by the date that is five (5) months from the date the foundations for that dwelling are laid.
- 3.2** 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.
- 3.3** 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 Covenantor shall, at the sole cost of the Covenantor, have such pegs or markers replaced by a registered surveyor and if the Covenantor shall not comply with this covenant within 30 days of being requested to do so by any benefitted land(s) owner, then such benefitted land(s) owner shall have the right to instruct a registered surveyor to replace such pegs and markers and the Covenantor shall be liable for all associated costs.
- 3.4** The Covenantor shall not allow any masts, other structures, trees or shrubs to exceed a height of 5m above the average ground level of the Lot or 5m above the height of the Lot at any particular point.
- 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. General Standards/Use**
- 5.1** 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 Lots 700, 701 and 703 on DP 546058 being vested as Road. Short term parking by visitors and trades people will not be a breach of this covenant.
- 5.2** The Covenantor shall not store or allow to be stored, any caravan, recreational vehicle, boat, craft, trailer, trade vehicle, or other equipment or machinery on any part of the Lot unless it is a minimum distance of 5.5m from the road boundary.
- 5.3** The Covenantor shall not permit any caravan to be kept on the Lot for temporary accommodation.
- 5.4** The Covenantor shall not allow any animals to be brought onto or kept on the Lot other than up to two dogs and/or two cats. No pet shall be permitted which makes a noise in a manner or of such volume as to annoy or disturb others.
- 5.5** The Covenantor shall not keep or allow to be kept on the Lot any dog which is generally recognised as being an aggressive breed and which may cause a risk to owners or occupiers of other properties in the subdivision (e.g. Pit Bull Terrier; Rottweiler and Doberman Pinscher).
- 5.6** 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.
- 5.7** The Covenantor shall not use or permit the use of the property for anything other than private residential purposes.
- 5.8** The Covenantor shall not for a period of 20 years from the date of registration of these covenants subdivide the Lot and the term "subdivide" shall have the same meaning as "subdivision of land" defined in Section 218 of the Resource Management Act 1991.

**6. Fencing**

6.1 The Covenantor shall not use any second-hand building materials for fencing on the Lot.

6.2 The Covenantor will not call upon and acknowledges that **Richmond West Development Company Limited** will not be liable to pay for or contribute towards the cost of any boundary fencing.

6.3 The following fencing requirements to be complied with:

6.3.1 Front yard fencing is restricted to a pool fence or 50% permeable fence to a maximum height of 1.2m;

6.3.2 No front yard fencing within 2m of road boundary;

6.3.3 No internal fencing – side boundaries – within 2m of road boundary;

6.3.4 Fencing of any Lot boundary along either the swale or Borck Creek boundary shall be no higher than 1.2m and must be built using black pool fencing materials;

6.3.5 Side boundary Fencing can taper from 1.2m in height to 1.8m in height from the point 2m from the road boundary to 5m from the road boundary;

6.3.6 1.8m fencing is permitted from 5m from the road boundary to the rear boundary.

**7. Landscaping/Planting**

7.1 The Covenantor will ensure that the front yard of the Lot is fully landscaped within Six (6) months from the date of issue of the Code Compliance Certificate for the dwelling erected on the Lot.

7.2 The Covenantor shall not grow or allow to grow on the Lot any tree, shrub or other vegetation to a height which exceeds 5.0 metres above ground.

7.3 The Covenantor will ensure that all landscaping completed by the Developer either adjacent to any road boundary or straddling adjoining boundaries are retained and maintained.

**8. Modification**

8.1 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 pass 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.

