View Instrument Details

Instrument No	12536051.12
Status	Registered
Date & Time Lodged	07 November 2023 11:41
Lodged By	Sayer, Elizabeth Clare
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
1074561	Hawkes Bay
1074562	Hawkes Bay
1074563	Hawkes Bay
1074564	Hawkes Bay

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 Emma Elizabeth Dawson as Covenantor Representative on 25/10/2023 10:46 AM

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 Emma Elizabeth Dawson as Covenantee Representative on 25/10/2023 10:46 AM

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

© Copyright: Land Information New Zealand

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

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

Covenantor

CASPER 2016 LIMITED

Covenantee

CASPER 2016 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)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants	DP 579212	Lots 2, 3, 4 and 5 DP 579212 (Record of Titles 1074561, 1074562, 1074563, 1074564).	Lots 2, 3, 4 and 5 DP 579212 (Record of Titles 1074561, 1074562, 1074563, 1074564).

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

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 B

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Annexure Schedule 1 Page 3 of 6 Pages

Covenant Instrument **Dated:**

Continue in additional Annexure Schedule, if required

Land Covenants

1. Definitions and Interpretation

1.1 **Definitions**

For the purposes of these Covenants:

"Construction period" means a period of twenty four (24) months from the commencement of construction.

"Lot" or "Lots" means a residential lot or lots within the Covenantee's subdivision, being Lots 2, 3, 4 and 5.

"Resource Consent" means RMA20220523 and any variation to the same.

"Residential dwelling" means a single storey (of no more than 6.1 metres above the ground level of the designated building platform) residential building designed for and occupied exclusively as one household unit for residential purposes only and also includes a detached or integral garage.

"Landscaping" means properly contoured and grassed with site works such as fences, paths, courtyards, driveways and plantings completed to the Covenantee's satisfaction.

1.2 **Interpretation**

(a) In this Instrument words and expressions denoting the singular will include the plural.

(b) The Covenantor and the Covenantee includes the successors, executors, administrators and permitted assigns (as the case may be).

2. **Introduction**

2.1 The Covenantee is the registered proprietor of the Lots.

2.2 The Covenantee has developed the Lots into lifestyle sections in accordance with the Resource Consent.

2.3 It is the Covenantor's and Covenantee's intention that the Lots will be subject to a general scheme applicable to and for the benefit of each of the Lots, to the intent that a high standard subdivision will be enjoyed by the registered proprietors of the Lots, and that the owner/occupier for the time being of each of the Lots will be bound by the covenants set out in this Instrument as far as they affect each Lot, and that the owner/occupier for the time being of any Lot will be able to enforce the observance of such covenants by the owners or occupiers for the time being of any of the other Lots and the Covenantor and Covenantee will ensure each of the burdened Lots are subject to like covenants.

3. **Operative Clause**

3.1 The Covenantor for itself so as to bind each of the Lots, covenants and agrees with the Covenantee for the benefit of each of the Lots and each registered proprietor of the Lots from time to time that the Covenantor will always observe and perform all of the covenants set out in this Instrument to the end that each of the covenants will forever endure for the benefit of the Lots.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Annexure Schedule 1 Page 4 of 6 Pages

Covenant Instrument **Dated:**

Continue in additional Annexure Schedule, if required

4. **Building Covenants and Conditions**

The Covenantor:

(a) will not erect or permit to remain on any Lot, any buildings other than a residential dwelling designed for and occupied exclusively as one household unit for residential purposes which comply in all respects with the planning requirements of the Hastings District Council and any Consent Notices issued in respect of the Lots.

(b) not apply for any territorial consents, nor commence any construction, development, earthworks or fill or make any changes to the same once approved on any Burdened Land without first obtaining the written approval of Casper 2016 Limited or its nominee, (such consent not to be reasonably withheld), to the plans, specifications and exterior design and appearance of the proposed building and any proposed earthworks or fill. It being acknowledged that all buildings shall be constructed of quality new materials, the exterior cladding shall not be textured cement fibre weatherboards, PVC weatherboards, galvanised iron and/or zincalume and all plumbing (other that roof plumbing), electrical and other services shall be run internally and/or underground to ensure it is not visible on the exterior of the building.

(c) after commencing the construction and erection of any residential dwelling on the Lot not to permit works in the course of construction to be left without substantial work being carried out for a period exceeding three (3) months and to complete the construction (including obtaining a Code Compliance Certificate) and landscaping within the construction period.

(d) not to place or erect nor permit to be placed or erected on any Lot any temporary, secondhand or recycled structure other than a builder's shed or other ancillary building required during the course of construction or erection of any residential dwelling which builder's shed or other ancillary buildings shall be removed by the Covenantor upon completion of the construction.

(e) to build only within the areas of any Lot permitted for such purpose.

(f) not to place any relocatable or transportable dwelling (secondhand or new) on the Lot.

(g) shall not subdivide the Lot or carry out registration under the Unit Titles Act or grant any right of way easements without the prior written approval of Casper 2016 Limited or its nominee which may be withheld at it's sole discretion for whatever reason.

(h) shall from the date of possession keep the Lot, property and buildings in a neat and tidy condition and shall not cause or allow to be caused a nuisance or disturbance or the creation of unsightly objects to any other owner of adjacent Lots.

(i) shall not engage in or allow the property to be used for any commercial land use including but not limited to the operation of a piggery, boarding kennels or as a cattery, or any other activity which in the absolute discretion of the Covenantee is unsightly or likely to cause nuisance, disturbance or offence to any other person resident in the subdivision or adjoining land.

(j) not do anything on the Lot that is not in keeping with the amenity of the neighbourhood as a quality rural lifestyle subdivision, it being intended that the covenants in this Instrument shall preserve and promote the appearance and value for the benefit of all owners.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Continue in additional Annexure Schedule, if required

6. **Breach of Covenants**

6.1 Without prejudice to any other legal remedy, the Covenantee may serve written notice to the Covenantor requiring it to remedy a breach of the covenants contained in this Instrument within seven (7) days of receipt of the notice in writing and upon the expiry of seven (7) days a sum of $1,000.00 per day (including GST) will be payable by the Covenantor until such time as the breach is remedied and the Covenantee or other party serving the notice will in addition be entitled to recover all costs incurred including all professional and legal costs calculated on a solicitor/client basis and to exercise any other remedies available.

6.2 The Covenantor will remove or cause to be removed from the Lot any building or structure or cease to carry out the activity that offends the covenants in this Instrument or places the Lot in breach for non-observance of the stipulations and restrictions.

6.3 The Covenantor will replace any building materials used in breach of the stipulations and restrictions contained in these covenants in this Instrument so that the building or structure complies with these covenants.

6.4 The Covenantee reserves the right to enter onto the Lot upon giving reasonable notice in order to take whatever action it deems necessary to rectify any breach of the covenants in this Instrument. Where the Covenantee or its agent or any other party to these covenants is required to expend money to rectify or make good any damage or loss caused by a breach of these covenants by the Covenantor (or the guests, servants, employees, agents, invitees, tenants or licensee of the Covenantor) the Covenantee or its agent will be entitled to recover the amounts (which will be payable 7 days after the date of Invoice) they expended as a debt in any action in any Court of competent jurisdiction and such sum may include all cost howsoever incurred including the professional and legal costs calculated on a solicitor/client basis and interest on any monies from the date due until paid at an interest rate of 7% per annum plus the 90-day bill rate (current on the due date for payment).

6.5 The Covenantor will at all times indemnify and keep indemnified the Covenantee against all proceedings, costs, claims and damages in respect of any breaches of any of the covenants in this Instrument by the Covenantor.

7. **Dispute Resolution**

7.1 If any dispute arises between the parties in connection with this Instrument the matter will be referred to mediation. Mediation may be initiated by either party giving notice in writing to the other and identifying the dispute whereupon the parties will agree on a mediator. If they cannot agree upon a mediator within 10 working days of such notice, then a mediator will be appointed by the President of the Arbitrators and Mediators Institute of New Zealand to act in accordance with the Mediation Protocol of the Institute.

7.2 Any dispute in respect of matters arising from this Instrument which is not resolved by mediation will be referred to arbitration under the Arbitration Act 1996. The arbitration will be by one arbitrator if the parties can agree upon one but failing agreement, an arbitrator will be appointed by the President of the Arbitrators and Mediators Institute of New Zealand.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Continue in additional Annexure Schedule, if required

8. **Waiver of Covenants**

8.1 Notwithstanding these covenants the Covenantee will be entitled to waive strict compliance with these covenants provided that if the Covenantee decides in its sole discretion that the proposed amendments are generally in accordance with the aims expressed in clause 2.3 and in accordance with the continued harmony of the property within the subdivision generally and for avoidance of doubt the decision as to this waiver by the Covenantee will be final and not subject to any review whatsoever. The Covenantor shall be responsible for the Covenantee's reasonable fees in relation to the waiver of any covenants pursuant to this clause or the provision of any other consent.

8.2 Casper 2016 Limited or its nominee shall not be liable to any Covenantee or Covenantor in connection with the enforcement or non-enforcement of the above covenants or the exercise or non-exercise of any power or discretion confirmed on it under the above covenants.

View Instrument Details

Instrument No	11391734.4
Status	Registered
Date & Time Lodged	21 March 2019 09:39
Lodged By	Taylor, Malcolm Ian
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
850615	Hawkes Bay
850616	Hawkes Bay
850617	Hawkes Bay

Annexure Schedule: Contains 3 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 Malcolm Ian Taylor as Covenantor Representative on 06/03/2019 02:18 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 Malcolm Ian Taylor as Covenantee Representative on 06/03/2019 02:18 PM

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

© Copyright: Land Information New Zealand

Covenant Instrument to note land covenant

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

Covenantor

Matthew Marshall Campbell and Janice Helen Atkinson

Covenantee

Matthew Marshall Campbell and Janice Helen Atkinson

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)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Height Restriction	"C" & "D" on Deposited Plan 527643	850616	850617
	"E" on Deposited Plan 527643	850615	850616 & 850617

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 B].

Annexure Schedule B Page 2 of 2 Pages

Insert instrument type

Covenant Instrument to note land covenant

Continue in additional Annexure Schedule, if required

The Covenantor covenants not to permit any trees, shrubs or plants in or on that part of Lot 2 being area "C" on Deposited Plan 527643 or on that part of Lot 1 being area "E" on Deposited Plan 527643 which protrude above a height of 119.58 metres above the Hawke's Bay Local Authority Datum 1972 datum point.

The Covenantor further covenants not to permit any trees, shrubs or plants in or on that part of Lot 2 being area "D" on Deposited Plan 527643 which protrude above a height of 111.00 metres above the Hawke's Bay Local Authority Datum 1972 datum point.

View Instrument Details

Instrument No	12536051.6
Status	Registered
Date & Time Lodged	07 November 2023 11:41
Lodged By	Sayer, Elizabeth Clare
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

Affected Records of Title	Land District
1074560	Hawkes Bay
1074561	Hawkes Bay
1074562	Hawkes Bay
1074563	Hawkes Bay
1074564	Hawkes Bay
1074565	Hawkes Bay

Annexure Schedule Contains 1 Pages.

Signature

Signed by Emma Elizabeth Dawson as Territorial Authority Representative on 25/10/2023 10:46 AM

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

© Copyright: Land Information New Zealand

HDC Reference: 105184#0095
RMA: 20210510

HASTINGS DISTRICT COUNCIL

CONSENT NOTICE PURSUANT TO SECTION 221 OF THE RESOURCE MANAGEMENT ACT 1991

IN THE MATTER OF LT 579212

AND

IN THE MATTER OF Consent Notice pursuant to Section 221 of the Resource Management Act 1991.

I hereby certify that under delegated authority the **Hastings District Council**, in approving LT 579212 imposed Conditions on Lots 1 to 6, pursuant to Section 221 of the Resource Management Act 1991.

CONDITIONS:

Fire Fighting

That a fire fighting water supply shall be provided in accordance with the requirements of SNZ PAS 4509:2008. Compliance with this condition shall be demonstrated at the time of building consent and maintained thereafter.

Accidental Discovery

The site is located in an environment that contains multiple archaeological sites. In the event that, during earthworks, an archaeological find is made or koiwi uncovered, work shall stop immediately. The local Marae and Heritage New Zealand Pouhere Taonga shall be immediately advised, and an appropriate course of action shall be determined in accordance with the Heritage New Zealand Pouhere Taonga Act 2014.

Advice Note:
In the event of an unexpected find, In the first instance, Heritage New Zealand Pouhere Taonga and Mihiroa Marae should be contacted.

DATED AT HASTINGS this 27th day of September 2022.

SIGNED BY:

Simon Hill
AUTHORISED OFFICER
PLANNING & REGULATORY SERVICES

View Instrument Details

Instrument No	12536051.7
Status	Registered
Date & Time Lodged	07 November 2023 11:41
Lodged By	Sayer, Elizabeth Clare
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

Affected Records of Title	Land District
1074561	Hawkes Bay
1074562	Hawkes Bay
1074563	Hawkes Bay
1074564	Hawkes Bay

Annexure Schedule Contains 1 Pages.

Signature

Signed by Emma Elizabeth Dawson as Territorial Authority Representative on 25/10/2023 10:46 AM

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

HDC Reference: 105184#0098
RMA: 20210510

HASTINGS DISTRICT COUNCIL

CONSENT NOTICE PURSUANT TO SECTION 221 OF THE RESOURCE MANAGEMENT ACT 1991

IN THE MATTER OF LT 579212

AND

IN THE MATTER OF Consent Notice pursuant to Section 221 of the Resource Management Act 1991.

I hereby certify that under delegated authority the **Hastings District Council**, in approving LT 579212 imposed Conditions on Lots 2 to 5, pursuant to Section 221 of the Resource Management Act 1991.

CONDITIONS:

1. That building development shall only be undertaken on the identified building platforms and in accordance with the recommendations of the Form 6 and Geotechnical Completion Report from RDCL dated 6th of July 2022 (HDC Reference 105184#0092)
2. That the building platforms shall have a minimum elevation of RL 98.5 (Napier 1962 Datum, msl+10m), this being the crest level plus 500mm freeboard.

DATED AT HASTINGS this 27th day of September 2022.

SIGNED BY:

Simon Hill
AUTHORISED OFFICER
PLANNING & REGULATORY SERVICES