



ARIZTO

Property information prepared for:
Lot 2 & 3 120 Pomona Road

About us

Welcome to the new era of Smarter Real Estate! We are very excited to have joined Arizto Real Estate which is making waves across New Zealand and now with our launch into the Nelson/Tasman Region. With many years of experience, we have come together collectively with the aim to change the common perspective of the real estate industry by providing a straightforward and professional quality service that locals can trust. It's time for a change and for the better! Let us help you navigate your real estate journey today.





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Notice of Disclaimer

To be read before reading the contents of the Memorandum

This Information Memorandum (the “Memorandum”) is in relation to the advertised property at property at **120 Pomona Road** (“the Property”) and has been prepared by Smarter Real Estate (“the Advisors”) for **Jannet Amaryllis** (“the owner”) on the basis of information provided to the Advisors by the Owner. This Memorandum is for use solely by selected parties in considering their interest in making an offer to acquire the property.

This Memorandum has been prepared solely to assist interested parties in deciding whether to express their interest in the assets and then making their own evaluation of the property and its assets. This Memorandum does not purport to contain all information that a prospective purchaser may require. In all cases, interested parties should conduct their own investigation, analysis and verification of the data contained in this Memorandum and the property. Neither the delivery of this Memorandum nor any contractual agreement concluded thereafter shall under any circumstances create any implication that there has been no change in the affairs or prospects of the property since the date of this Memorandum or since the date as at which any information contained in this Memorandum is expressed to be applicable.

The Advisors have not independently verified any of the information contained in this Memorandum. None of the Advisors or Owners make any representation or warranty as to the accuracy or completeness of the information contained in this Memorandum and none of the Advisors or Owners shall have any liability for any statements, opinions, information or matters (express or implied) arising out of, contained in or derived from, or for any omissions from, or failure to correct any information in this Memorandum, or any other written or oral communications transmitted to any recipient of this Memorandum in relation to the property.

Retention of this Memorandum will constitute acceptance by the recipient and readers of these terms and conditions and any recipients who do not accept any of the terms and conditions should return the Memorandum to the Advisors immediately.



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Property Information

Property Address	Lot 2 & 3 Pomona Road, Ruby Bay
Certificate of Title	To be allocated
Legal Description	To be allocated
Zoning	Residential / Lifestyle
Capital Value	To be allocated
Annual Rates	To be allocated
Size of Land (sqm)	Lot 2 - 3355m2 Lot 3 - 5250m2
Aspect	Lot 2 -North / West Lot 3 - North / East
Waste / Septic	Septic system to be installed
Water	Tanks to be installed by purchaser
Power	Main network connection to boundary
Internet	
Fencing	Partial
	Covenants Apply 224 Certificate / sign off has been issued by TDC Titles to be issued 6-8 weeks after going unconditional



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Surrounded by a lovely blend of established landscaping and fresh planting, these properties have been designed with privacy and tranquillity in mind. Just 3 minutes from Ruby Bay and 20 minutes from Richmond, it offers seclusion and convenience, making it ideal for families, retirees, or professionals looking for an escape from the hustle and bustle.

Imagine waking up to the sound of birdsong and harvesting fresh fruit from your own established trees. The apple trees are already in fruit, and there is an array of other trees growing in the fresh Tasman air including Tangelo, lime, lemon, mandarin, tamarillo, nectarine, apricot and feijoa on lot 2 and multiple almonds, hazelnuts, apples, avocados, raspberry and boysenberry on lot 3, all well established and producing.



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Priced at:

Lot 2 - 0/0 \$529,000

Lot 3 - 0/0 \$499,000

**Want to book a
viewing?**

Taylor Mant

Licensed Salesperson

027 625 3533

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Arizto Real Estate (Smarter Real Estate) Licensed REAA 2008





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Form 26

Covenant Instrument to note land covenant

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

Covenantor

Janet Amaryllis Mitchell

Covenantee

Janet Amaryllis Mitchell

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)	Benefited Land (Record of Title) or in gross
Land Covenants		Lot 2 DP 584504 (1099554) Lot 3 DP 584504 (1099555) (see "Burdened Lots" as defined herein)	Lot 1 DP 584504 (1099553) Lot 3 DP 584504 (1099555) Lot 1 DP 584504 (1099553) Lot 2 DP 584504 (1099554) (see "Benefited Lots" as defined herein)



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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 209 of the Land Transfer Act 2017].

the Annexure Schedule.



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Continuation of Covenant

Annexure Schedule

1. It is the Covenantor's intention that unless specifically stated otherwise the Lots specified as "Burdened Lots" in Schedule A are to be **forever** subject to the land covenants in Schedule B for the benefit of each of the other lots specified as the "Benefited Lots" in Schedule A TO THE INTENT that each Burdened Lot shall be forever bound by the stipulations and restrictions set out in Schedule B and that the owners and occupiers for the time being of each respective Benefited Lot may enforce the observance of such stipulations against the owners or occupiers for the time being of each Burdened Lot.
2. So as to bind each Burdened Lot and for the benefit of each respective Benefited Lot the Covenantor HEREBY COVENANTS AND AGREES in the manner set out in Schedule B hereto so that the covenants run with each Burdened Lot for the benefit of each respective Benefited Lot.
3. The Developer will not be liable because of any action she takes or fails to take or for any default in any building erected on the Burdened Lot or at all as a result of these restrictions or otherwise and the registered proprietor for the time being of the Burdened and Benefited Lots shall indemnify and keep indemnified the Developer and her respective legal successors (other than successors in title after registration of a Transfer Instrument to a subsequent owner) from any costs claims suits or liabilities or otherwise howsoever arising out of or under or by virtue of this Instrument.
4. The Developer reserves the right for herself (and not for her successors in title), while she remains as registered proprietor of a Benefited Lot, to vary strict compliance with the restrictions in Schedule B, but will only do so if in her opinion the relaxation does not significantly affect the integrity of the subdivision as a whole. Production of written confirmation signed by the Developer will be sufficient evidence of any variation approved under this clause.
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 the Developer for resolution and the Developer's decision shall be final.
6. If the Developer ceases to own a Benefited Lot then the requirements to obtain Developer consent under this Instrument shall instead devolve on the Benefitted Lot Owners for the time being for their consent.
7. If there is any breach or non-observance by the registered owner or occupier of a Burdened Lot (called "the Lot Owner") of the restrictions and requirements set out in Schedule B the Lot Owner will, forthwith upon receipt of written demand being made by the Covenantor or any subsequent registered proprietor or occupier of a Benefited Lot (all of whom are included in the expression "Enforcer" in this clause) immediately and permanently desist from and remedy such breach or non-observance at the Lot Owner's cost. The Lot Owner shall also pay to the Enforcer:
 - (a) liquidated damages of \$200.00 per day for every day that such breach or non-observance continues;
 - (b) all the Benefited Lot owner's fees and charges for enforcing the remedies;
 - (c) a 50% liquidated damages surcharge on the paragraph (ii) fees and charges; and
 - (d) the cost of dealing with any claims against the Benefited Lot owner by third parties arising from such breach.
8. If any dispute or difference arises in any way out of or in connection with the Covenants referred to in this Instrument the parties agree to discuss the matter fully in the spirit of goodwill and cooperation with a view to reaching a resolution, for the purposes of which either party may require the other to enter mediation in the manner adopted by LEADR or any equivalent facility for alternative dispute resolution available in New Zealand. If the parties cannot resolve any such dispute or difference, and such dispute cannot be resolved through a mediation, either party may require the matter to be referred to the arbitration of a single arbitrator on the following terms:
 - (a) The arbitrator is to be jointly agreed upon by the parties;



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- (b) If the parties fail to agree upon an arbitrator within seven (7) days of the issue being submitted to them any party may require the President of the Nelson Branch of the New Zealand Law Society to nominate an arbitrator and that nomination will then bind the parties;
- (c) The reference is reference to arbitration under the Arbitration Act 1996 or its replacement;
- (d) The arbitration decision is final and binding and may include:
 - i. An order for costs;
 - ii. An order for enforcement;
 - iii. Interest on monies payable.

9. Interpretation

In this Instrument unless the context indicates otherwise:

- (i) **"Benefited Lot"** means each of the lots shown in the Benefited Land column in Schedule A.
- (ii) **"Burdened Lot"** means each of the lots shown in the Burdened Land column in Schedule A.
- (iii) **"Building Consent Plans"** is a plan or plans submitted to the Council for building consent.
- (iv) **"Developer"** means Janet Amaryllis Mitchell
- (v) **"Dwelling"** includes the foundations of the dwelling.
- (vi) **"Council"** means the Tasman District Council or its replacement.
- (vii) **"Covenantor"** means in respect of each Burdened Lot, the registered owner of that lot and includes their agents, employees, contractors, tenants, licencees and other invitees. The Covenantor is responsible for complying with the Covenants.
- (viii) **"Covenantee"** means, in respect of each Benefited Lot, the registered owner of that lot and includes their agents, employees, contractors, tenants, licencees and other invitees. The Covenants are imposed for the benefit of the Covenantee and the Covenantee is entitled to enforce compliance against the Covenantor.
- (ix) **"Covenants"** means the land covenants in this Instrument.
- (x) **"Construction Phase"** means the building time period for the Dwelling. Unless otherwise specified this is an 18 month period commencing from the date on which the construction of the Dwelling starts.
- (xi) **"Main Benefitted Lot"** means Lot 1 DP 584504.
- (xii) **"Subdivision"** means the subdivision as shown on DP 584504, the Developer's intent for which is to preserve the rural park-like environment which has been created so that it continues to provide a habitat for the local birdlife, including native wood-pigeons, tui, fantails, kingfishers and scaup ducks.
- (xiii) **"Tiny House"** means a dwelling that is 37.16m² or less sited on a permanent foundation on the Burdened Lot or as otherwise approved as a Tiny House by the Developer (eg a Ruru Tiny Home).

Schedule B

The registered owner of each Burdened Lot shall:

1. **Not** subdivide the lot. For the purposes of this restriction:
 - (a) "subdivide" shall have the meaning as given to the expression "subdivision of land" set out in section 218 of the Resource Management Act 1991;



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- (b) any boundary adjustment that does not create a separate building site or an additional title shall not be in breach of this condition.

2. **Comply with Council regulations**

Ensure that all Dwellings, buildings and structures are built in compliance with Council regulations.

3. **Obtain Developer approval to building plans**

- (a) Prior to submitting Building Consent Plans to the Council, first submit the plans to the Developer for approval. This is to ensure that the proposed Dwelling and other buildings or structures will align with the Developer's vision for the rural setting environment of the Subdivision.
- (b) In assessing whether to approve the plans the Developer may consider the following:
 - i. whether the proposed building(s) are of a quality design;
 - ii. the extent the buildings are in harmony with the surrounding area and any already approved buildings;
 - iii. the influence/effect the proposed buildings may have upon the outlook of adjacent and/or neighbouring dwellings;
 - iv. individual elements of the design materials and detailing as well as the overall design; and
 - v. any other factor considered relevant.
- (c) Within 30 days after receiving the plans, along with any further information the Developer may reasonably request, the Developer shall advise the Covenantor whether the plans are approved. Approval may be given subject to conditions in which case the approval is only effective if such conditions are complied with.
- (d) The Covenantor shall pay the reasonable costs incurred by the Developer for any professional opinions the Developer may deem necessary to seek in order to assess the Covenantor's plans.
- (e) If for any reason the Developer fails to respond within the 30 day period referred to in clause 3(c) above, the Developer shall be deemed to have approved the plans submitted provided that the obtaining of such deemed approval shall not in any way waive or discharge any obligation on the Covenantor to comply with the Covenants or other obligations of the Covenantor.
- (f) If the Building Consent Plans approved by the Council differ in any respect from the plans approved by the Developer the Covenantor shall resubmit the Council-approved Building Consent Plans to the Developer for re-approval under this clause prior to commencing any works on the Burdened Lot.
- (g) Any approval given by the Developer under this clause shall lapse if building construction has not commenced within 18 months of the Developer's approval date.

The requirement to obtain Developer approval to building plans under this restriction shall expire on the date being 12 years after the date of registration of this Instrument.

4. **Complete** the Dwelling on the Burdened Lot within 2 years from the date that construction is started.

5. **Specific Lot Standards**

5.1 **Not** erect, construct, nor allow to be erected, constructed, installed or placed on the Burdened Lot any Dwelling, building or other structure:

- a. having more than 50% Colorsteel or other exterior metallic cladding whether unpainted or painted and/or pre-coated in the manufacturing process;



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- b. having pole foundations greater than 600mm in height (measured from the natural ground level) and which are visible from anywhere outside the building, unless such foundations are satisfactorily clad or screened from view (and such details shall be noted in the plans submitted to Developer for approval);
- c. unless finished in colours that are recessive and blend in with the immediate environment. White and pastel colours are not permitted under this clause nor is any colour that does not fit within the following criteria:

Colour Group*	Walls	Roofs
Group A	A05 to A14 and reflectance value $\leq 50\%$	A09 to A14 and reflectance value $\leq 25\%$
Group B	B19 to B29 and reflectance Value $\leq 50\%$	B23 to B29 and reflectance value $\leq 25\%$
Group C	C35 to C40, reflectance value $\leq 50\%$ and hue range 06-16	C39 to C24, reflectance value $\leq 25\%$ and hue range 06-16
Group D	D43 to D45, reflectance value $\leq 50\%$ and hue range 06-12	Excluded
Group E	Excluded	Excluded
Finish	Matt or Low-gloss	Matt or Low-gloss

* Based on BS5252:1976 (British Standard Framework for Colour Co-Ordination for Building Purposes). Where a BS5252 descriptor code is not available, a sample colour chip may be compared with known BS5252 colours to assess its appropriateness under this clause.

- 5.2 **Not** use any garage or shed-type structure on the Burdened Lot as a temporary dwelling during the Construction Phase unless the following requirements are first complied with:

- a. the garage or shed structure shall be of a similar architectural style to the Dwelling being constructed;
- b. the structure shall only be used for temporary accommodation for a maximum period of 18 months to allow for on-site living during the Construction Phase of the Dwelling;
- c. the plans for the garage or shed structure have first been approved by the Developer under restriction 3 of this Instrument.

Alternatively, the Developer may approve the construction and use of a Tiny House for temporary accommodation purposes during the Construction Phase on the condition that the Tiny House be removed from the Burdened Lot following completion of the Dwelling.

- 5.3 **Not** at any stage use or allow any caravan or similar motorised or towable vehicle to be used as temporary accommodation on the Burdened Lot unless it is sited within a garage or shed-type structure **provided that** the building plans for the garage or shed structure have first been approved by the Developer under restriction 5.2 of this Instrument.
- 5.4 **Not** permit the use or storage of any containers on the Burdened Lot except during the Construction Phase for the storage of building materials and **provided that** such containers shall be immediately removed from the Burdened Lot at the end of the Construction Phase.



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- 5.4 **Not** permit any sheds or sleepouts on the Burdened Lot to be used for residential rental accommodation purposes.

Residential rental accommodation is permitted within the main structure of the Dwelling **provided that** such use has otherwise been consented to by the Council under the applicable zoning rules and all Council imposed conditions are met.

In this restriction 'residential rental accommodation' means short term accommodation of up to one month in duration for which remuneration is paid (such as boarders or Airbnb guests).

- 5.5 **Ensure** that all water tanks on the Burdened Lots are either installed underground or are adequately screened so as not to be visible from the Benefitted Lots.
- 5.6 **Not** permit to grow or be grown on the Burdened Lot any of the plant species classified by the Council as pests under the Tasman-Nelson Regional Pest Management Plan 2019-2029.
- 5.7 **Ensure** that all boundary fencing is constructed using post and rail or post and wire, using new materials and having a maximum height of 1.2m.
- 5.8 **Not** permit on the Burdened Lot:
- a. any aggressive breed of dog (such as Rottweiler, Pit Bull, Doberman, Bulldog or German Shepherd breeds of dog);
 - b. any other breed of dog or dogs unless they are kept restrained and contained within a fully fenced area in order to preserve the pond and bird wildlife on the Main Benefitted Lot;
 - c. commercial breeding of any bird or animal species;
 - d. any cat.



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