

# View Instrument Details



**Instrument No** 12573471.13  
**Status** Registered  
**Date & Time Lodged** 03 March 2023 10:12  
**Lodged By** Officer, Cheryl Fay  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



**Toitū Te Whenua**  
**Land Information**  
**New Zealand**

---

Affected Records of Title	Land District
---------------------------	---------------

1085247	Southland
1085248	Southland
1085249	Southland
1085250	Southland
1085251	Southland
1085252	Southland
1085253	Southland
1085254	Southland
1085255	Southland
1085256	Southland
1085257	Southland
1085258	Southland
1085259	Southland
1085260	Southland
1085261	Southland
1085262	Southland
1085263	Southland
1085264	Southland
1085265	Southland
1085266	Southland
1085267	Southland
1085268	Southland
1085269	Southland
1085270	Southland
1085271	Southland
1085272	Southland
1085273	Southland
1085274	Southland
1085275	Southland
1085276	Southland
1085277	Southland
1085278	Southland
1085279	Southland
1085280	Southland
1085281	Southland
1085282	Southland
1085283	Southland
1085284	Southland
1085285	Southland
1085286	Southland
1085287	Southland
1085288	Southland

1085289	Southland
1085290	Southland
1085291	Southland
1085292	Southland
1085293	Southland
1085294	Southland
1085295	Southland
1085296	Southland
1085297	Southland
1085298	Southland
1085299	Southland
1085300	Southland
1085301	Southland
1085302	Southland
1085303	Southland
1085304	Southland
1085305	Southland
1085306	Southland
1085307	Southland
1085308	Southland
1085309	Southland
1085310	Southland
1085311	Southland
1085312	Southland
1085313	Southland
1085314	Southland
1085315	Southland
1085316	Southland
1085317	Southland
1085318	Southland
1085319	Southland
1085320	Southland
1085321	Southland
1085322	Southland

---

**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 Cheryl Fay Officer as Covenantor Representative on 14/02/2023 02:44 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 Cheryl Fay Officer as Covenantee Representative on 14/02/2023 02:44 PM

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

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

**Fiordland Estates Limited**

#### Covenantee

**Fiordland Estates 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 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 20 DP 581617 Lots 39 to 52 DP 581617 Lots 58 to 118 DP 581617	Lot 20 DP 581617 Lots 39 to 52 DP 581617 Lots 58 to 118 DP 581617

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 1].

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

## **ANNEXURE SCHEDULE 1**

### **Background**

- A. The Covenantor, when registered as proprietor of the land formerly contained in record of title 1030504, subdivided the land into residential lots in the manner shown on DP 581617.
- B. It is the Covenantor's intention to create the land covenants set out in this instrument over the Lots specified (and referred to as the Burdened Land) for the benefit of the Benefitted Land to ensure that the Fiordland Estates Development remains a subdivision of good quality.
- C. Each Lot is to be bound by the stipulations and restrictions set out in the land covenants applicable to each Burdened Land and the owners and occupiers for the time being of the Benefitted Land may force the observance of any such stipulations against the owners for the time being of the Burdened Land.

### **Covenant Terms**

#### **1. Covenants**

- 1.1 The Covenantor covenants and agrees with the Covenantee:
  - (a) To at all times observe and perform the Covenants set out below.
  - (b) That the Covenants will forever run with and bind the Burdened Land for the benefit of the Benefitted Land.
  - (c) To ensure that all tenants, occupiers, employees, contractors, invitees and anyone or thing that is present on the Burdened Land under the control of or at the direction or invitation of the Covenantor, observes and performs all relevant and applicable Covenants at all times.

#### **2. Definitions & Interpretation**

- 2.1 In this Instrument the following words have the following meanings:
  - "Fiordland Estates Development" means all the land contained in head title SL12B/297 intended to be developed as a residential subdivision by Fiordland Estates Limited.
  - "Lot" means any lot that is recorded as being Burdened Land in this Instrument (and Lots shall have a corresponding meaning).
  - "Lot Owner" means the registered proprietor(s) for the time being of a Lot.

#### **3. Building Controls**

- 3.1 No second hand or relocated homes shall be placed on or transported to the Lot but prefabricated and previously unassembled buildings shall for the purposes of this covenant be deemed to be built upon the Lot.
- 3.2 A Lot Owner will not allow a dwelling or building to be erected on any Lot other than using new materials except for stonework and will not erect, construct or place on a Lot any building or accessory building clad in materials and with decorative colours which are not the same or similar to those used on the main dwelling on the Lot.
- 3.3 A Lot Owner will not erect a dwelling which exceeds 6.5 metres in height or an accessory building which exceeds 6.0 metres in height.

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

- 3.4 A Lot Owner will not erect, construct or permit any fence whether a boundary fence or otherwise:
- (a) To be higher than 1.5 metres.
  - (b) To be constructed out of shadecloth, netting, iron or steel of any profile, fibrolite or unpainted timber other than hardwoods or tanalised timber. Pre-coloured or pre-painted Colorsteel products are permitted.
- 3.5 Fiordland Estates Limited will not be liable to contribute to the cost of or assist in the erection or maintenance of any boundary or dividing fence between any of the Lots and any part of the adjoining land owned or occupied by Fiordland Estates Limited. This clause is intended to be for the benefit of Fiordland Estates Limited while it is the registered proprietor of any land in the Fiordland Estates Development and shall not enure for the benefit of any other person or persons.
- 3.6 A Lot Owner will not erect or place, or permit to be erected or placed any caravan, mobile home, hut, boat or any structure or vehicles capable of providing temporary accommodation on any Lot provided that the storage of a mobile home or a caravan, a boat and cars are permitted on a Lot once a dwelling has been constructed and completed on that Lot.
- 3.7 A Lot Owner who commences construction of any dwelling must ensure that the dwelling and any accessory buildings are completed within 18 months from the date of commencement. Completion is deemed to include affixing all exterior cladding and completing all exterior painting and landscaping.

#### 4. Land Use Controls

- 4.1 A Lot shall only be used for private and/or family residential purposes and there shall be no more than one detached single dwelling unit designed and occupied as a household unit, except that a residential flat or unit forming part of such a household unit is not a separate dwelling, and includes normal accessory buildings such as a garage, carport, garden shed and glasshouse. It is acknowledged that the use of a dwelling for residential letting or short-term accommodation will not be in breach of the provisions of this instrument.
- 4.2 A Lot Owner or occupier shall not operate any contracting business, industrial activity, kennel or other facility for raising or boarding dogs, cats or other animals for commercial purposes. The keeping of ordinary household pets is approved.
- 4.3 No rubbish or debris of any kind shall be placed or permitted to accumulate on a Lot. Refuse, garbage and rubbish shall be kept in covered containers at all times within enclosed structures or otherwise appropriately screened from view. No odours shall be permitted to arise from a Lot so as to cause a nuisance, be unsanitary or offensive or detrimental to any other lots in the subdivision.

#### 5. Vegetation Controls

- 5.1 Any trees to be planted shall not be permitted to grow to a height exceeding 6 metres and no row of trees intended to create a hedgerow or shelterbelt are permitted to grow to a height exceeding 2 metres.
- 5.2 No plants listed in the Southland Regional Pest Management Plan maintained by Environment Southland or any other Territorial Authority having governance over the land shall be permitted to be planted or grow on a Lot.
- 5.3 The Lot Owner shall keep the area in front of the Lot between the boundary and the road or access lot carriageway in a neat and tidy condition and shall also ensure that their Lot is kept tidy and regularly maintained so that grass and weeds are not permitted to grow to a height of more than 200 mm.

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

6. No Further Subdivision

- 6.1 The Lot Owner must not further subdivide any allotment which is part of the Fiordland Estates Development for a period of ten (10) years from the date of issue of title for the Lot.

7. Vesting of Land

- 7.1 The covenants in this instrument will cease to apply to any land that is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.
- 7.2 This clause will be deemed to be the Covenantees and if applicable, the Covenantors written consent required to allow roads or reserves to be vested or dedicated or declared as road or reserve (as applicable).

8. Non-Objection Covenant

- 8.1 A Lot Owner shall not submit in opposition, nor permit nor suffer any agent or servant or any other representative howsoever to submit in opposition nor support any submission in opposition either whether directly or indirectly, to any current resource consent or future application for resource consent made by Fiordland Estates Limited or its successors in respect of the Fiordland Estates Development land.
- 8.2 A Lot Owner shall not withhold their consent to any approval, dispensation or consent required in connection with any application for a resource consent or approval made or supported by Fiordland Estates Limited or its successors in connection with the Fiordland Estates Development land.

9. Dispute Resolution

- 9.1 The parties agree to use their best efforts to resolve any dispute that may arise under this Instrument through good faith negotiations. Neither party shall commence any arbitration in relation to this Instrument unless it has notified the other party in writing that there is a dispute (setting out the details of the dispute) and inviting the other party to meet for the purposes of endeavouring to resolve the dispute.
- 9.2 A party may upon commencing the above negotiation process or receiving notice of a dispute, give notice to the other party requesting that the dispute be resolved by way of mediation. If a request for mediation is made, then the parties shall try to agree upon a mediator. If the parties fail to agree on a mediator within 14 days of the request for mediation, the mediator shall be appointed by the then President of the New Zealand Law Society or their nominee.
- 9.3 Any dispute arising under this Instrument which cannot be settled by negotiation or mediation within 28 days of the notice of dispute/mediation (as applicable) being served, shall be submitted to arbitration in accordance with the Arbitration Act 1996 or any Act in substitution. In the absence of agreement to the contrary, the arbitration shall be heard by a single arbitrator being a person agreed between the parties or, if they cannot agree within 7 days of commencing discussions on the proposed arbitrator, being a person nominated by the President of the New Zealand Law Society or their nominee. The decision of the arbitrator shall be final.



Form 46

**ANNEXURE SCHEDULE - CONSENT FORM<sup>1</sup>**

(Regulation 6 Land Transfer Regulations 2018)

**Person giving consent***Surname must be underlined***Capacity and Interest of Person giving consent***eg. Mortgagee under Mortgage no.)***HCL Finance Limited****Mortgagee under Mortgage No: 12396757.3****Consent***Delete words in [ ] if inconsistent with the consent**State full details of the matter for which consent is required*

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the **Person giving consent hereby consents** to registration of the following instruments:

1. Land Covenant.

Dated this **23rd** day of **November** 2022

**Attestation****Signed in my presence by the Person giving consent**


Signature of Witness

*Witness to complete in BLOCK letters (unless legibly printed):***Witness name****Occupation****Address**

Director  
Warwick Baxter

  
**Brent Francis**  
Director

<sup>1</sup> An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.