



Instrument No. 11916744.6
Status Registered
Date & Time Lodged 06 Nov 2020 08:48
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
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960273	Nelson
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960274	Nelson
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Annexure Schedule Contains 2 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 30/09/2020 09:27 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 Anissa Jean Bain as Covenantee Representative on 13/10/2020 12:46 PM

*** End of Report ***

Form 26**Covenant Instrument to note land covenant**

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

Covenantor

BAYVIEW NELSON LIMITED

Covantee

Kathleen Josephine Lorraine COHN, Michael Ralph ABBOTT and Michael Leo HARRIS

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
*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
Height restriction		Part Section 63, Suburban North District and Part Section 64, Suburban North District (being part RT 960273)	Lot 4 Deposited Plan 552620 (RT 960274)

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:

[Annexure Schedule].

Form L

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

The view protection land covenant shall be registered over the Land Covenant Area ("**Land Covenant Area**") which shall be that part of Part Section 63 Suburban North District and Part Section 64 Suburban North District where the elevation exceeds 230m (NZVD2016).

The boundary line ("**Boundary Line**") extent is the section of legal boundary between Part Section 63 Suburban North District and Lot 4 DP 552620 as well as the section of legal boundary between Part Section 64 Suburban North District and Lot 4 DP 552620 where the elevation exceeds 230m (NZVD2016).

The height restriction ("**Height Restriction**") shall be defined on any cross section on a 300 degree bearing by an envelope which declines downslope from 1m above the natural ground elevation at the Boundary Line towards the coastline at 13 degrees to the horizontal.

The Covenantor agrees not to permit or cause to permit the construction, installation or placement of any building or vegetation including but not limited to masts, poles and aerals which exceed the Height Restriction within the Land Covenant Area and where any vegetation exceeds the Height Restriction, the Covenantee shall be permitted to enter upon the Burdened Land to cut back any such vegetation so that it no longer breaches the Height Restriction. The Covenantee shall not be required to remove any vegetation from the Burdened Land.

Furthermore the Covenantor agrees that, within the Land Covenant Area, no buildings shall be erected, constructed or placed closer than 10m to the Boundary Line.

This covenant is not intended to prevent the vesting of any part of the Burdened Land as legal road or reserve and the Covenantee consents to the vesting of any part of the Burdened Land as legal road or public reserve and upon request shall sign all documents and do all such things necessary to enable such vesting.