

View Instrument Details



Instrument No 12632017.8
Status Registered
Date & Time Lodged 16 March 2023 13:50
Lodged By OGorman, Sarah Clare
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1081848	Canterbury
1081849	Canterbury
1081850	Canterbury
1081851	Canterbury
1081852	Canterbury
1081853	Canterbury
1081854	Canterbury
1081855	Canterbury
1081856	Canterbury
1081857	Canterbury
1081858	Canterbury
1081859	Canterbury
1081860	Canterbury
1081861	Canterbury
1081862	Canterbury
1081863	Canterbury
1081864	Canterbury
1081865	Canterbury

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 Sarah Clare OGorman as Covenantor Representative on 16/03/2023 01:32 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 Sarah Clare OGorman as Covenantee Representative on 16/03/2023 01:32 PM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6263
COVENANT INSTRUMENT TO NOTE LAND COVENANT
 Sections 116(1)(a) & (b) Land Transfer Act 2017



Covenantor *Surname(s) must be underlined or in CAPITALS.*

Roxburgh Developers Limited

Covenantee *Surname(s) must be underlined or in CAPITALS.*

Roxburgh Developers 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 Covenant		Lots 1-7, 11-15, 18-23 DP 580727 (1081848-1081865)	In Gross

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 _____].

ANNEXURE SCHEDULE

1. The Covenantor must not:
 - a. Erect, construct or place any new, pre-used or second-hand Building on a Burdened Land without having first been approved in writing by the Covenantee or the Covenantee's nominated agent prior to its placement on the Burdened Land.
 - b. Erect, construct or place any relocatable Building on the Burdened Land except where the relocatable Building has first been approved in writing by the Covenantee or the Covenantee's nominated agent prior to its placement on the Burdened Land.
 - c. Use any caravan, hut or shed as a Dwelling or as any other form of temporary or permanent residential accommodation other than as temporary workers' sheds during construction of a new Dwelling which must be removed upon practical completion of that new Dwelling.
 - d. Allow un-maintained vehicles to be stored on the Burdened Land.
 - e. Park any caravan anywhere on the Burdened Land except other than in a garage provided for that purpose.
 - f. Interfere with or modify any stormwater system or overland flow path. Covenantors shall maintain stormwater systems or overland flow paths that cross private property in a clean condition free of any debris at all times.
 - g. Permit any rubbish, including builders waste materials to accumulate or to be placed upon the Burdened Land, the berm in front of the Burdened Land or any adjoining land or permit grass or weeds to grow to a height exceeding 75mm or otherwise leave the Burdened Land or the berm in front of the Burdened Land in a condition that, in the Covenantee's sole discretion may be detrimental to the Covenantee's subdivision. The Covenantee shall have the right to remove any building materials from the Burdened Land, the berm in front of the Burdened Land or adjoining land, or to maintain the Burdened Land and the berm in front of the Burdened Land in a reasonable condition to avoid the Burdened Land being or becoming detrimental to the subdivision, with reasonable costs to be met by the Covenantor and payable on demand.
2. A Covenantor who commences the erection or construction of any Building on the Burdened Land must ensure that Building is completed within 18 months from the date of commencement of erection or construction. Completion is deemed to include affixing all exterior cladding and completing all exterior painting. This clause does not prevent a Covenantor from constructing a Dwelling in separate stages over a longer period of time provided that each stage is completed within a one year period.
3. At the time that a Covenantor commences the original construction of any Building or Dwelling on the Burdened Land, the Covenantor must ensure that all construction is contained within the boundaries of the Burdened Land and that the only access to the Burdened Land for all construction vehicles and delivery of goods to the Burdened Land is to be from the vehicle crossing constructed at the time of subdivision.
4. The Covenantee shall neither be required nor be liable to enforce the above covenants or any non-conformance of the above covenants.
5. The Covenantor covenants with the Covenantee that it will not oppose, object to, frustrate or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder the Covenantee from progressing and completing the Covenantee's development and/or affecting any zone change, subdivision or land use consents needed to give effect to the development stage of the property at 134 High Street, Southbridge.

6. The Provisions of this Instrument (except clause 5) shall expire ten (10) years from the issue of a separate certificate of title for the Burdened Land.
7. In this Instrument unless the context otherwise requires:
 - “**Building**” means any structure other than:
 - a. A fence or wall less than 1 metre in height above Ground Level; or
 - b. Any other structure less than 5 square metres in area and less than 1 metre in height above Ground Level.
 - “**Covenantee**” means Roxburgh Developer Limited.
 - “**Dwelling**” means a Building or group of Buildings designed and occupied as single self-contained household unit and includes normal accessory structure as a garage, garden, shed, glasshouse etc.
 - “**Covenantor**” means the registered owner(s) of the Burdened Land and any tenant, lessee, licensee, visitor or invitee of a registered owner.
 - “**Ground Level**” means the finished ground level of the Burdened Land as at the date of deposit of the plan of the subdivision creating that Burdened Land.
 - “**Land**” means all of the land within the Burdened Land and Benefited Land identified in Annexure Schedule 1.
 - “**Burdened Land**” means each of the lots identified in Annexure Schedule 1.
8. In this Instrument, a covenant to do something is also a covenant to permit or cause that thing to be done, and a covenant not to do something is also a covenant not to permit or cause that thing to be done.