

View Instrument Details



Instrument No 12093469.1
Status Registered
Date & Time Lodged 23 April 2021 09:08
Lodged By Kiteley, Lisa Maria
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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788832	Wellington
788828	Wellington
788829	Wellington
788830	Wellington
788831	Wellington
958007	Wellington

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 Merlaina Joanne Donald as Covenantor Representative on 21/04/2021 02:06 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 Merlaina Joanne Donald as Covenantee Representative on 21/04/2021 02:06 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.*

Nicholas Charles GAWLER and Evonne Patricia GAWLER

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

Nicholas Charles GAWLER and Evonne Patricia GAWLER

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	512385	788828	788828
		788829	788829
		788830	788830
		788831	788831
		788832	788832
		958007	958007

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

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2015/5049
APPROVED
 Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

Annexure Schedule B

Explanation

Certificates of title numbers 788828, 788829, 788830, 788831, 788832 and 958007 ('lot' / 'lots') form part of a development intended to be a modern and well designed subdivision in keeping with the natural environment and surroundings. Consequently, it is desirable the subdivision be controlled so as to protect the interests of all owners in respect of the nature and type of permissible construction and uses within the subdivision. The following covenants are intended to ensure that a higher quality standard of dwelling is built and the residential character of the subdivision is protected.

Operative Part

The covenantors hereby jointly and severally covenant with the covenantees to the intent that such covenants shall bind themselves and their successors in title and be permanently appurtenant to the benefitted land set out in the schedule, as follows:-

1. Not to erect or permit to be erected on any lot or part of any lot or transport or deliver to any lot or part of any lot any residential unit, carport, garage or other building or improvement without first obtaining the written approval of Nicholas Charles Gawler and Evonne Patricia Gawler, while they are a registered owner of any of the benefitted land and thereafter the majority of the registered owners of the benefitted land ('**approvers**'), to the final building plans and specifications (as intended to be submitted to the territorial authority for a building consent) including full details of all exterior colour schemes and finishes and details of fencing. The approvers approval will not be unreasonably withheld, and must be in writing before building consent is applied for.
2. To complete construction of any dwelling house and garage on any lot or part of any lot as soon as practicable (but not more than one year after the commencement of building operations).
3. Not without the permission of the approvers (to be obtained in writing) to place on any lot or part of any lot any relocated or transportable building or structure whether new, used, or recycled **provided that** builders' sheds or such other buildings that are required during the course of the construction and erection of any dwelling house may be placed on any lot or part of any lot but must be removed on completion of construction.
4. Except when building operations are in progress not to allow or suffer to be brought onto or remain on any lot or part of any lot or on the road reserve any trade vehicle, trade equipment or materials, debris, rubbish or vehicle of an unsightly nature unless the same is adequately garaged or screened to prevent offence to any adjoining lots.
5. The approvers shall not be required nor liable to enforce nor liable to the registered proprietors (at any time) of the benefitted land or any part thereof for the breach or non-observance of any of the covenants binding any of the burdened land unless the approvers are the registered proprietors for the time being of the burdened land in respect of which there is a breach or non-observance of the covenants.
6. The approvers may in special circumstances grant such exemptions and waivers from any of the above requirements on such terms and subject to such conditions as it deems fit provided the overall quality and character of the subdivision is maintained. Any exemption or waiver shall be binding upon all registered owners from time to time of any lots or any part thereof.

If this annexure schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

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2015/5049
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Insert instrument type

Continue in additional Annexure Schedule, if required

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