

View Instrument Details

Instrument No	13371139.7
Status	Registered
Lodged By	Wall, Finlay Niall
Date & Time Lodged	05 Sep 2025 17:02
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
1233002	Wellington
1233003	Wellington
1233005	Wellington

Annexure Schedule	Contains 7 Pages
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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 Lisa Mary Fraser as Covenantor Representative on 05/09/2025 04:53 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 Lisa Mary Fraser as Covenantee Representative on 05/09/2025 04:53 PM

*** End of Report ***

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Form 26

Covenant Instrument to note land covenant

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

Covenantor

Stephen James Scott, Angela Vicky McCulloch and Murray Ian McCulloch

Covenantee

Stephen James Scott, Angela Vicky McCulloch and Murray Ian McCulloch

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** 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 Covenant (see attached) and Fencing Covenant as Defined in Section 2 of the Fencing Act 1978 in favour of the Covenantee	616162	1233005	1233002 1233003

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Covenant rights and powers (including terms, covenants and conditions)

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 One].

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SCHEDULE B

It is intended to create for the benefit of the Benefited Land set out in Schedule A that the Burdened Land set out in Schedule A shall be subject to the land covenants as set out in Schedule One of this Instrument TO THE INTENT that the Burdened Land shall be bound by stipulations and restrictions against the owners and occupiers for the time being of the Burdened Land.

As incidental to this Instrument THE COVENANTOR HEREBY COVENANTS WITH THE COVENANTEE AS SET OUT IN SCHEDULE ONE to the end and the intent that the Burdened Land shall be subject to the covenants set out in Schedule One for the benefit of the Benefited Land and that any of the owners and occupiers for the time being of the Benefited Land may enforce the observance of such stipulations and ALWAYS that the owners of the Burdened Land shall as regards to the stipulations and restrictions be personally liable only in respect of breaches thereof which shall occur while they are registered as proprietors of the Burdened Land in respect of which any such breach shall occur (or is alleged to occur).

SCHEDULE ONE

Subdivision Restriction

1. Not to subdivide the Burdened Land, provided however that part of the Burdened Land including the area that is within forty (40) metres from the north west boundary, common with the boundaries of Lots 1 and 3 on DP 616162, can be subdivided (subject to local authority consent if needed) from the balance of Lot 4 DP616162 and thereafter these Covenants in this Instrument shall cease to have any effect in relation to the balance of Lot 4 DP616162. Any boundary adjustment that does not create or lead to the creation of a separate building site shall not be in breach of this condition. For the purposes of this clause "subdivide" shall have the same meaning given to the expression "subdivision"

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of land” in Section 218 of the Resource Management Act 1 or any enactment made in substitution of the Resource Management Act 1991.

Building Restrictions

2. Not without the prior written consent of the owner of any Benefited Land to erect or permit to be erected upon that part of the Burdened Land comprising the area that is within forty (40) metres from the north west boundary, common with the boundaries of Lots 1 and 3 on DP 616162:
 - 2.1 any dwelling, building or other structure which is not in harmony with the natural landscape;
 - 2.2 any more than one dwelling plus related outbuildings such as garage, workshop and woodshed;
 - 2.3 any related outbuilding such as garage, workshop or woodshed until after completion of a dwelling.
 - 2.4 any dwelling with an internal floor area of less than 150 square meters (including internal garage, but excluding carports and decking);
 - 2.5 any dwelling or related outbuildings with an exterior cladding other than of a type and standard complementary to the natural landscape, such as timber, brick , stone, split rock stucco or plaster;
 - 2.6 any dwelling or related outbuilding with a roof cladding that has not been pre-coated; or which will create a glare offensive to any of the Benefited or other Burdened Lands;
 - 2.7 any relocated or any kitset type dwelling or dwelling comprised of second-hand building materials;
 - 2.8 any outbuilding which is not constructed in a style or quality similar or complementary to the dwelling erected on that Burdened Land;
3. Unless written consent of the owner of any Benefited Land is given to the contrary, the dwelling and related outbuildings must:
 - 3.1 have subdued and non-vibrant exterior cladding;
 - 3.2 have all glazed surfaces of low reflective glass material;

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- 3.3 not have any power or telecommunication connections from the point of supply to the Burdened Land which are not underground
- 3.3 have attachments (including but not limited to aerials, antennae, and solar panels) that are discretely integrated into the architecture of the dwelling and not highly visible from the road or neighbouring properties;
- 3.4 be constructed only in compliance with plans and specifications approved by and in accordance with any requirements imposed by the Local Authority
- 4. Unless written consent of the owner of any Benefited Land is given to the contrary, the dwelling must have more than two hips or gables in the roofline and be constructed in a shape other than a simple square or rectangle.
- 5. Not without the prior written consent of the owner of any Benefited Land to erect or permit to be erected on that part of the Burdened Land that is not within the area that is within forty (40) metres from the north west boundary, common with the boundaries of Lots 1 and 3 on DP 616162 any dwelling house on that part of the Burdened land until such times as a dwelling with an internal floor area of not less than 150 square meters (including internal garage, but excluding carports and decking) is constructed upon that part of the Burdened Land comprising the area that is within forty (40) metres from the north west boundary, common with the boundaries of Lots 1 and 3 on DP 616162
- 6. All dwelling houses and related outbuildings must be completely constructed and finished within twelve (12) months of excavation or land fill for foundations .

Restrictions on Use

- 7. Not to permit the Burdened Land to be occupied or used as a residence unless a dwelling on the Burdened Land has been substantially completed in accordance with these covenants and a Local Authority Code Compliance Certificate has been issued by the Local Authority for the dwelling house;
- 8. Not to use or permit use of that part of the Burdened Land comprising the area that is within forty (40) metres from the north west boundary, common with the boundaries of Lots 1 and 3 on DP 616162 the Burdened Land for a purpose other than residential use.

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9. Not permit any advertisement, sign or hoarding of a commercial nature to be erected or displayed on the Burdened Land.

Aesthetic Appearances

10. Not to bring on to or to allow to remain on the Burdened Land (except during the time of construction of any dwelling) any temporary building, garden shed, caravan, trade vehicle or other equipment or materials or machinery unless garaged or adequately screened so as not to be highly visible from the road or the Benefited Land, so as to preserve the amenities of the neighbourhood and also prevent noise likely to cause offence to owners or occupiers or neighbours of the Benefited Land.

Animals

11. Not to keep or allow cattle, sheep, horses, or pigs on the Burdened Land whether for commercial purposes or otherwise.
12. Not to keep more than two dogs on the Burdened Land and to keep them controlled so as to prevent them from roaming unsupervised.

Fencing

13. An owner of the Burdened Land will not require any owner of the Benefited Land or other adjoining land or any Local Authority to contribute towards the cost of erection or repair of any dividing or boundary fence between the Burdened Land and the Benefited Land or other adjoining land.

Indemnity and Liquated Damages

14. At all times to save harmless and keep indemnified the Covenantor from all proceedings, costs, claims and demands in respect of breaches by the Covenantor of any stipulations, restrictions and covenants contained in this Instrument.
15. If there shall be any breach or non-observance of any of the foregoing covenants, should the Covenantor not rectify the breach or non-observance of any such covenant within 15 working days of written demand being made by the Covenantor, then the Covenantor will:

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- (a) remove or cause to be removed from the Burdened Land any structure or material erected or placed on the land in breach or non-observance of any of the foregoing covenants;
- (b) cease any activity in breach of these covenants;
- (c) pay to the Covenantee as liquidated damages the sum of \$200 per day for every day that such breach or non-observance continues after the date upon which written demand has been made together with any costs and expenses incurred by the Covenantee to remedy the breach or non-observance.

Dispute Resolution

16. If a dispute in relation to any covenant in this Instrument arises between the parties who have a registered interest under these covenants:
- (a) The party initiating the dispute must provide full written particulars of the dispute to the other party/parties;
 - (b) The parties must promptly meet and in good faith try to resolve the dispute using information dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
 - (c) If the dispute is not resolved within 20 working days of the written particulars being given (or any longer period agreed by the parties):
 - (d) The dispute must be referred to arbitration in accordance with the Arbitration Act 1996 and the arbitration must be conducted by a single Arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

Expiry

17. Subject to clause 1, these Covenants in this Instrument shall expire and cease to have any effect on the date 20 years following the date of registration of this Covenant Instrument, such expiry being with prejudice to any claim under these Land Covenants made prior to the expiry date.