

View Instrument Details



Instrument No 12550366.8
Status Registered
Date & Time Lodged 01 December 2022 12:37
Lodged By Williams, Viki Judith
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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1053471	Wellington
1053472	Wellington
1053473	Wellington
1053474	Wellington
1053475	Wellington
1053476	Wellington
1053477	Wellington
1053478	Wellington
1053479	Wellington
1053480	Wellington
1053481	Wellington
1053482	Wellington
1053483	Wellington
1053484	Wellington
1053485	Wellington
1053486	Wellington
1053487	Wellington
1053488	Wellington
1053489	Wellington
1053490	Wellington
1065772	Wellington
1065773	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 Roger Martin Simonsen as Covenantor Representative on 31/10/2022 01:38 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 Roger Martin Simonsen as Covenantee Representative on 31/10/2022 01:38 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

CHALLENGE MANAWATU LIMITED

Covenantee

CHALLENGE MANAWATU 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	LT 574999	1053471 1053482 1053472 1053483 1053473 1053484 1053474 1053485 1053475 1053486 1053476 1053487 1053477 1053488 1053478 1053489 1053479 1053490 1053480 1053481	1053471 1053482 1053472 1053483 1053473 1053484 1053474 1053485 1053475 1053486 1053476 1053487 1053477 1053488 1053478 1053489 1053479 1053490 1053480 1065772 1053481 1065773

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 ____].

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Annexure Schedule

Page 2 of 3 Pages

Insert instrument type

Covenant Instrument

Continue in additional Annexure Schedule, if required

1. The Covenantor shall be bound by the following covenants:

The Covenantor shall not at any time hereafter construct or erect nor permit to be constructed or erected on each lot of the burdened land:

- (a) Any building except one private dwelling and ancillary buildings with garages and/or carports.
- (b) Any dwelling or ancillary buildings other than a new dwelling and ancillary buildings constructed from new materials TO THE INTENT that no existing dwelling or other building shall be moved and re-sited on the burdened land.
- (c) Any dwelling which has a floor area of less than 145 square metres unless prior approval is given by Challenge Manawatu Limited for a lesser area.
- (d) Any dwelling or building which has been constructed or partly constructed away from the burdened land.
- (e) Any dwelling or building except one constructed of new permanent low maintenance materials of good quality and in particular no dwelling or building incorporating the following materials:
 - (i) unpainted roofing iron or garage doors;
 - (ii) exterior sheet cladding or extended weatherboard products or similar unless prior approval is given by Challenge Manawatu Limited;

2. The Covenantor shall not:

- (a) Commence to erect or permit the commencement or erection of any dwelling or other works on the burdened land without having first submitted the plans, site plan and specifications therefor and having obtained from Challenge Manawatu Limited written approval of the same (copies of which may be retained by Challenge Manawatu Limited for later verification); and
- (b) Alter in any significant manner any plans or specifications which may have been given approval as aforesaid or to deviate significantly therefrom, or to permit any significant deviation therefrom in the construction of any dwelling or other works without first obtaining the written approval of the Covenantor to any such change, such approval not to be unreasonably or arbitrarily withheld; and
- (c) Apply to the Local Authority for a building permit or proceed with the erection of any dwelling or other building on the said burdened land until approval has been obtained as required above and once such approval has been obtained the Covenantor will carry out and complete the work in accordance with the plans and specifications approved by Challenge Manawatu Limited and in particular, will complete exterior finishing and painting within six (6) months from the date on which construction commences; and
- (d) Except when the building operations are in progress, place or permit or allow to be brought onto or remain on the said burdened land any temporary dwelling, caravan, trade vehicle, trailer, trade equipment or machinery, materials, debris, rubbish or vehicles of any unsightly nature unless the same are adequately garaged or screened to prevent offence to any adjoining land and to preserve the amenities of the neighbourhood; and

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Annexure Schedule

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Covenant Instrument

(Continue in additional Annexure Schedule, if required)

- (e) Park or permit to be parked large motorised vehicles or trade vehicles over night within the Formed road carriageway adjacent to and/or in the vicinity of the burdened land; and
- (f) Use, in respect of any fencing to be constructed on boundaries either exclusive to or adjoining the burdened land:
 - (i) iron or corrugated iron fence cladding;
 - (ii) second-hand materials;
- (g) Construct any fence having a street frontage without obtaining the prior written approval of the Covenantee as to the height of such fence. The Covenantor shall pay for construction and maintenance of any fence constructed on the boundary of any adjoining land owned by Challenge Manawatu Limited and shall not seek contribution from Challenge Manawatu Limited for such construction or maintenance costs.

- 3.** The covenants set out in clauses 1 and 2 herein shall automatically expire as to any of the lots of burdened land that are required to vest as road or reserve in any subsequent subdivision completed by Challenge Manawatu Limited upon the approval of such further subdivisional plan by the Palmerston North City Council.