

View Instrument Details



Instrument No 12651467.8
Status Registered
Date & Time Lodged 14 March 2023 11:02
Lodged By Maskell, Julius James
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1070272	Wellington
1070273	Wellington
1070274	Wellington

Annexure Schedule Contains 4 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 Julius James Maskell as Covenantor Representative on 06/03/2023 02:03 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 Julius James Maskell as Covenantee Representative on 06/03/2023 02:03 PM

*** End of Report ***

Covenant Instrument to note land covenant

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

Covenantor

**Bradford Eric JEFFERIES, Vanessa Anne JEFFERIES,
and TMF TRUSTEE SERVICES (2005) LIMITED**

Covenantee

**Bradford Eric JEFFERIES, Vanessa Anne JEFFERIES,
and TMF TRUSTEE SERVICES (2005) 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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	Lot 2 Lot 3 (DP 578379)	Lot 2, DP 578379 (RT 1070273) Lot 3, DP 578379 (RT 1070274)	Lot 1, DP 578379 (RT 1070272) Lot 2, DP 578379 (RT 1070273) Lot 3, DP 578379 (RT 1070274)

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

The provisions applying to the specified covenants are those set out in:

[Memorandum number, registered under section 209 of the Land Transfer Act 2017].
the Annexure Schedule

Annexure Schedule

Instrument Type

Covenant Instrument to note land covenant

Duration

1. The Covenants contained in this annexure schedule will bind the burdened land until 31 December 2049.

Fencing – Turning Bay

2. The Registered Proprietor of Lot 2 will not allow a fence to be constructed or remain on the boundary of the area labelled S on DP 578379 and the area labelled L on DP 578379 which exceeds 1.2 meters in height and any fence constructed must not unreasonably obstruct the views and sightlines down the driveway (the area labelled L on DP 578379).

Fencing – Ecological Site K133

3. Registered Proprietor of Lot 2 will not allow a fence to be constructed or remain in the area labelled Y on DP 578379 on the boundary with Lot 1 with the areas labelled X on DP 578379 unless it is between 1.0 meters and 1.85 meters in height so as to enjoy the natural amenities of Ecological site K133.
4. Registered Proprietor of Lot 3 will not allow a fence to be constructed or remain in the area labelled Z on DP 578379 on the boundary with the areas labelled X on DP 578379 unless it is between 1.0 meters and 1.85 meters in height so as to enjoy the natural amenities of Ecological site K133.

Gates

5. Any gate on the boundary of Lot 2 must open only into Lot 2.
6. Any gate on the boundary of Lot 3 must open only into Lot 3.

Access to Lot 2

7. Registered Proprietor of Lot 2 may only form a vehicular access to Lot 2 across the boundary with area labelled L on DP 578379 that is also within 15.22 meters (as marked on DP 578379 with a peg) from the intersection of the end of the area labelled M on DP 578379 with Lot 2.

Maximum Dwellings

8. The Covenanter will not allow to be built (or permit to remain) on Lot 2 or Lot 3 of the Burdened Land more than one dwellinghouse per Lot.

Building Height Restrictions

9. The Covenanter will not allow to be built (or permit to remain) on Lot 2 or Lot 3 of the Burdened Land any building which is more than two stories and/or exceeds 8.5 meters in height measured from Ground Level.

10. Ground Level means the finished level of the ground at the time of the completion the subdivision in which the titles were first issued for the burdened and benefited lots on DP 578379.

11. Height will be calculated by the Rolling Height Method being vertical distance between ground level at any point and the highest part of the building immediately above that point where the maximum height plane exactly mimics the ground plane over the whole site.

12. For the purposes of calculating the height of the building lightning rods, chimneys, finials, dormer windows, solar heating devices, and similar architectural features of the building will not be included, provided that (1) the feature is entirely incorporated within the footprint of the building; and (2) does not exceed 1.1m in any horizontal direction measured from the lowest surface where feature protrudes from the building.

Colours and Materials
13. The finished permanent colour(s) of exterior of all buildings and structures on burdened land must be subdued and non-vibrant colours.
14. On all building and structures on the burdened land there are to be no reflective surfaces on any exterior cladding or roofing that may or will create a glare offensive to adjoining property owners.
Cleanliness and tidiness
15. At all times, the Registered Proprietor of the burdened land will keep the burdened land (and any adjoining Local Authority Owned Land) mown and maintained in a neat and tidy condition and prevent it from becoming unsightly.
16. The Registered Proprietor of the burdened land will ensure that all landscaping, berms, roading, footpaths and kerbs are kept clean and free from debris prior, during and after any construction on the burdened land. The Registered Proprietor will at their cost re-instate, replace and be responsible for all costs arising from damage to the landscaping, berms, roading, footpaths, kerbs, streetlights, street signs, concrete or any other structures arising from the Registered Proprietor's use of the land directly or indirectly through the Registered Proprietor's actions.