

View Instrument Details



Instrument No 11354309.2
Status Registered
Date & Time Lodged 11 July 2019 08:57
Lodged By Brinsley, Peter Sheridan
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
814086	Wellington
814087	Wellington
814088	Wellington
814089	Wellington

Annexure Schedule: Contains 2 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 Peter Sheridan Brinsley as Covenantor Representative on 10/07/2019 03:50 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 Peter Sheridan Brinsley as Covenantee Representative on 10/07/2019 03:50 PM

*** End of Report ***

Covenant instrument to note land covenant

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

Covenantor**MARION WALTON and TMF TRUSTEE SERVICES (2009) LIMITED in respect of RT 814086, 814088 & 814089****BAYLEY HAU HIEN LUUTOMES in respect of RT 814087****Covenantee****MARION WALTON and TMF TRUSTEE SERVICES (2009) LIMITED in respect of RT 814086, 814088 & 814089****BAYLEY HAU HIEN LUUTOMES in respect of RT 814087****Grant of Covenant****The Covenantors, being the registered owners of the burdened lands set out in Schedule A, grant to the Covenantees the covenants set out in Schedule A, with the rights and powers or provisions set out in Schedule B.****SCHEDULE A**

Purpose of Covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Building restrictions	Lots 1, 2, 3 & 4 DP 518980	814086 814087 814088 814089	814086 814087 814088 814089

Covenant rights and powers (including terms, covenants, and conditions)**The provisions applying to the specified covenants are those set out in Schedule B following:**

Schedule B

1. The Covenantors shall not, without written consent from the Covenantees:
 - a. Permit or allow the removal onto any Lot of any pre-built, transportable or relocatable house which has been previously lived in;
 - b. Use or permit the use of any second-hand building or fencing materials of any kind;
 - c. Install roofing with other than non-reflective materials;
 - d. Allow the Lot to be subdivided or offer a part of the Lot for sale.
 - e. Permit the carrying on of any commercial or non-residential activities on the Lot.
 2. The Covenantor of Lot 1 RT 814086 shall not, without written consent from the Covenantees:
 - a. Construct any building or structure or allow any structure to remain at a height greater than 3 metres above any point due west of the eastern boundary;
 - b. Plant or place or allow to grow any vegetation at a height greater than 3 metres above any point due west of the eastern boundary;
 3. The Covenantors shall not:
 - a. Allow or permit any caravan, truck, bus, trailer, machinery, temporary structure or other unsightly object (not including any motor car, small van or utility vehicle that is in good working order, repair and appearance) to be parked or remain on the Lot for any material period of time unless it is adequately screened or garaged in a satisfactory manner.
 4. The Covenantors shall:
 - a. Complete the construction of any dwelling including the exterior colour finish (in natural shades) within 18 months of commencement of laying down of foundations for such building. Completion shall mean and include the issue of the Code of Compliance Certificate for the dwelling;
 - b. Ensure water tanks and structures are of a style, type, colour and placing to minimise visual impact;
 - c. Keep and maintain the Lot and any road or driveway frontage in a neat and tidy condition and prevent the same from becoming unsightly.
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