

View Instrument Details



Instrument No 12958651.10
Status Registered
Date & Time Lodged 08 April 2024 14:52
Lodged By Stevenson, Jane Maree
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1146412	Wellington
1146413	Wellington
1146414	Wellington
1146415	Wellington
1146416	Wellington
1146417	Wellington
1146418	Wellington
1146419	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 Jane Maree Stevenson as Covenantor Representative on 08/04/2024 01:30 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 Jane Maree Stevenson as Covenantee Representative on 08/04/2024 01:30 PM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Anderson Park Estates Limited

Covenantee

Anderson Park Estates 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

Continue in additional Annexure Schedule, if required

Purpose of covenants	Shown (plan reference) 592074	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Boardwalk and Lighting covenants	Lots 38 to 45 inclusive on DP 592074	Records of Title 1146412 to 1146419 inclusive	Records of Title 1146412 to 1146419 inclusive

**COVENANTS FOR STAGE 2 ANDERSON PARK ESTATES LIMITED
SUBDIVISION IN RESPECT TO LOTS 38-45**

INTRODUCTION

The Grantor has agreed to create certain land covenants relating to Lots 38 – 45 (“the burdened lots”) to the intent that each lot shall have both the burden and benefit of these land covenants and be forever subject to and bound by the stipulations and restrictions set out in these land covenants which will bind the registered proprietor for the time being of each of named lots.

DEFINITIONS AND INTERPRETATION:

1.1 In this Transfer unless the context otherwise requires:

“Assets” means the accessway forming part of Lot 45 but providing access to Lots 38-45; the boardwalk formed on part of the accessway; the lighting adjacent to the boardwalk; the plantings adjacent to the boardwalk; the drains on the accessway to dispose of stormwater; and any other equipment provided in association with the boardwalk and accessway.

“Burdened Lots” means Lots 38 – 45 on Deposited Plan 592074 being stage Two of the Anderson Park Estates Limited subdivision.

“Lot Owners” means and includes all of the owners at any given time, of Lots 38 – 45 being the Burdened Lots;

“Lot Owner’s Covenants” means the covenants set out below;

1.2 In this Transfer:

- (a) Where the context permits the singular includes the plural and vice versa.
- (b) References to clauses are clauses in this Transfer.
- (c) Obligations and covenants to be complied with by more than one person shall bind those persons jointly and severally.

2.0 TRANSFER AND COVENANTS

The Grantor covenants with itself as Grantee, that all the Burdened Lots shall be forever subject to and bound by the stipulations and restrictions set out in these Lot Owners Covenants which shall run with each of the Burdened Lots and forever bind the Lot Owners.

3.0 LOT OWNERS COVENANTS

Each Lot Owner agrees:

- 3.1 They shall not take any action to damage the Assets and should any damage occur as a result of a direct action of a Lot Owner, or any invitee of a Lot Owner, they will make good such damage immediately and at their cost;
- 3.2 They shall maintain the Assets in the condition they are in at the date this Covenant takes effect, including but not limited, to ensuring the upkeep of the boardwalk; meeting the costs of power associated with the lighting and maintaining the bollards in which the lighting is contained; the maintenance of the planting at the conclusion of the Development Landscape Plan maintenance period; the removal of noxious weeds or plants growing over the boardwalk and the maintenance of the stormwater drains in the Accessway.
- 3.3 They shall contribute equally to financial contributions required to maintain the Assets as set out above when required and in respect of the power costs associated with the lighting at the regular intervals required to pay for the power.
- 3.4 They will promptly replace, restore, reinstate and repair the Assets when required..
- 3.5 They shall not permit or allow any waste material or rubbish to be left on, or to accumulate along the Accessway or amongst any of the plantings adjacent to the Accessway..
- 3.6 They shall make majority decisions to meet the obligations of these Lot Owner Covenants acting as an unincorporated society, with each Lot Owner having one vote. If agreed by majority, nothing in this Covenant shall prevent the Lot Owners from contracting out the maintenance obligations under this Covenant and meeting the costs of doing so from their financial contributions.

4.0 LIABILITY

- 4.1 Each Lot Owner is responsible for and indemnifies all other Owners in respect of their acts or omissions that cause damage to the Assets.
- 4.2 Each Lot Owner acknowledges and agrees they will make their financial contributions to meet the cost of maintenance of the Assets as levied by the collective Lot Owners pursuant to these Lot Owner's Covenants.
- 4.3 Any Lot Owner who fails to pay their financial contribution shall be liable for interest at 15% from the date of due date for payment to the date of payment and acknowledges and agrees the outstanding contribution and accrued interest may be recovered from a Lot Owner by any other Lot Owners, or their Agent, as a debt due.

- 4.4 Any financial contribution made but not expended at the time the Lot Owner sells their lot shall cease to be the property of that Lot Owner.
- 4.5 Any financial contribution collected from Lot Owners will be applied only for the purposes set out in these Lot Owners Covenants.

5. **DISPUTE RESOLUTION**

- 5.1 Each Lot Owner agrees that any dispute arising from their obligations under, or their entitlements to the benefit of this Covenant shall first be discussed by all Lot Owners with a view to reaching resolution by majority decision within one month of the dispute arising.
- 5.2 Should the above process fail to reach resolution, then the matter shall be referred to arbitration in accordance with the Arbitration Act 1996 or any further Act enacted in its place.