

View Instrument Details



Instrument No 12958651.9
Status Registered
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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
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1146375	Wellington
1146376	Wellington
1146377	Wellington
1146378	Wellington
1146379	Wellington
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1146401	Wellington
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1146403	Wellington
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1146406	Wellington
1146407	Wellington
1146408	Wellington
1146409	Wellington
1146410	Wellington
1146411	Wellington
1146412	Wellington
1146413	Wellington
1146414	Wellington
1146415	Wellington
1146416	Wellington

1146417	Wellington
1146418	Wellington
1146419	Wellington

Annexure Schedule Contains 5 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 01:29 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 01:29 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

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
Buildings on each lot Fencing requirements Grounds maintenance Boardwalk and lighting Spark Cell Tower Easements and consent notices	Lots 1 to 45 inclusive on DP 592074	Records of Title 1146375 to 1146419 inclusive	Records of Title 1146375 to 1146419 inclusive

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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 pages 1-3].

Covenants for Stage 2 Anderson Park Estates Limited Subdivision

INTRODUCTION

The Grantor is developing stage 2 of the Anderson Park Estates development. The Grantor has agreed to create certain land covenants between the various lots comprised in the Grantor's land ("the Burdened Lots") being Lots 1 – 45, to the intent that each lot shall have both the burden and benefit of the land covenants.

The Grantor, being the registered proprietor of the Burdened Lots 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 land covenants which will bind the registered proprietor for the time being of each lot.

DEFINITIONS

In these covenants the following definitions shall apply:

Ancillary Building means shed, garage, pergolas or any other structure associated with a dwelling.

Dwelling means a household unit or principal residence for domestic accommodation, which may include any garage or other ancillary building.

Grantor means Anderson Park Estates Limited.

Grantee means Anderson Park Estates Limited.

Land means the land comprising 11.7627 hectares being Lot 2 on Deposited Plan 544253 and the land contained in Identifier 921363.

Burdened Lots means the Stage two lots numbered 1 - 45.

Works means the works associated with the construction of a dwelling and any ancillary buildings on any lot.

INTERPRETATION

In this document:

- (a) where the context refers to the singular it includes the plural and vice versa.
- (b) references to clauses are to clauses in this document.
- (c) where obligations and covenants are to be complied with by more than one person, they shall bind those persons jointly and severally.

LAND COVENANTS

1. Buildings on each lot

- 1.1 Each dwelling, exclusive of any ancillary buildings, attached garaging or decks, shall be a minimum of ninety (90) square metres in floor area.
- 1.2 In no case shall any second-hand dwelling or ancillary building be erected on a lot, but new relocatable buildings, constructed in permanent materials will be permitted.
- 1.3 In no case shall any caravan, house truck or other mobile accommodation, or any hut or shed be used as a dwelling or temporary dwelling, on any lot.
- 1.4 Each dwelling and any ancillary buildings shall be finished on the exterior in a finish or colour that is natural or stained timber or painted or otherwise finished in a colour from the Resene Whites and Neutrals range, or its equivalent. Notwithstanding the above, up to 10% of exterior wall surfaces may feature a colour without limitation.

2. Fencing

The following restrictions, together with any Council requirements contained in a Consent Notice registered over a burdened lot, shall apply to fencing to be erected on the Burdened Lots:

- 2.1 The Grantee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978, in favour of the Grantor.
- 2.2 Subject to any fencing design conditions imposed by the Local Authority in their conditions of consent, the Grantor's requirements relating to fence design stipulate that any fence or wall erected on a common boundary or adjoining a right of way or road, shall be a close boarded fence of 1.5 metres in height with posts and 2 rails secured to the fence by bolts and finished in appropriately treated unpainted timber.
- 2.3 The registered proprietor of any Burdened Lot shall not erect, or allow to be erected on the lot, any fence in front of the forward most building line of the dwelling on the burdened lot, or closer than five (5) metres to the street frontage boundary, whichever is the nearest to the front boundary.
- 2.4 The Grantee of lots 17-24, 28, 30-33, 38, 39, 44 and 45 shall be bound by a fencing covenant with Kapiti Coast District Council in respect of mutual fencing along any reserve boundary.

3. Grounds Maintenance

In the event a registered proprietor of a Burdened Lot damages the landscaping, roading, road drainage, footpaths, kerbs, lighting, utility supply services equipment (including but not limited to conduits, pipes, cables or wires) during their works and prior to the point these assets become Kapiti Coast District Council responsibility, directly or indirectly, or by the actions of any of their agents or invitees, that registered proprietor shall at its own cost, immediately reinstate any such damage so as to return the assets to their state prior to such damage occurring.

4. Boardwalk and Lighting

A specific Covenant relating to use and ongoing maintenance of the Accessway to Lots 38 – 45 including the adjacent boardwalk, lighting, plantings and stormwater drains affecting Lots 38 to 45, will be registered over those lots.

5. Spark Cell Tower

- 5.1 Each registered proprietor acknowledges the existence of the Spark Cell Tower on Lot 17 of the land. Lot 17 will be subject to a Registered Lease in favour of Spark in respect of the Cell Tower and providing for supply of power to it and access to it, to maintain it from time to time, and if necessary, to replace it.
- 5.2 While the Lease will only be registered over Lot 17, each lot will be subject to a No Complaints Covenant acknowledging the existence of the Cell Tower and the need for access by Spark for ongoing maintenance of it, as required.

6. Easements and Consent Notices

Various Easements as shown on LT 592074 will be registered over some of the lots reflecting the resource consent requirements for the development and various Consent Notices will be registered against some of the lots reflecting the resource consent requirements for the development.

These include, but may not be limited to

- (a) provision in a Consent Notice for an overland flow path through lot 21
- (b) provision in a Consent Notice for lots 38-45 for the ongoing operation, maintenance and renewal where necessary, of the private pressurized wastewater system servicing these lots;
- (c) provision in a Consent Notice of establishment of, and ongoing maintenance of, a certified stormwater disposal system for all lots.
- (d) provision in a consent notice of advice to owners of lots 28, 30-33, 38,39 and 45 that any activities on the landscaped areas vested in Kapiti Coast District Council shall take into consideration the contents of an informational and educational booklet setting out the ongoing protection of such areas.

7. Breach

Should any Grantee (or their agents or contractors) be in breach of any of these covenants, the Grantor will be entitled, in addition to any other remedies available to them, to:

- (a) serve written notice on the Grantee in breach requiring them to remedy the breach within seven days of receipt of the notice and if the breach is not remedied within 7 working days, pay the sum of \$250 per day in liquidated damages in breach to each party who has given such notice, until such time as the breach is remedied.
- (b) recover any amounts expended in establishing and proving a breach of covenant, and in making good any damage or loss caused by the breach of covenant, including legal costs.
- (c) recover damages from the Grantee in breach for any and all losses sustained by any party as a result of the breach of covenant which may include, but not be limited to, any reduction in value of any lot in the development and any interference to privacy and enjoyment of any lot in the development.