

View Instrument Details



Instrument No 11909719.10
Status Registered
Date & Time Lodged 02 November 2020 12:16
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
934883	Wellington
934884	Wellington
934885	Wellington
934886	Wellington
934887	Wellington
934888	Wellington
934889	Wellington
934890	Wellington
934891	Wellington
934892	Wellington
934893	Wellington
934894	Wellington
934895	Wellington
934896	Wellington
934897	Wellington
934898	Wellington
934899	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 14/10/2020 11:07 AM

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 14/10/2020 11:07 AM

***** End of Report *****

Approved for ADLS by Registrar-General of Land under No. 2018/6263
COVENANT INSTRUMENT TO NOTE LAND COVENANT
 Sections 116(1)(a) & (b) Land Transfer Act 2017



Covenantor *Surname(s) must be underlined or in CAPITALS.*
ANDERSON PARK ESTATES LIMITED

Covenantee *Surname(s) must be underlined or in CAPITALS.*
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 covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		Lot 1 - 17 DP 547543 (Record of Title 934883 - 934899)	Lot 1 - 17 DP 547543 (Record of Title 934883 - 934899)

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 **1** _____].

Annexure Schedule 1

INTRODUCTION

The Grantor has agreed to create certain land covenants between the various lots comprised in the Grantor's land ("the burdened lots") set out in Schedule "A", 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 set out in Schedule "A", 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 shall run with each of the burdened lots and forever 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.

Development means stage one, comprising the creation of 17 individual lots for sale and construction of the common facilities in and around those lots.

Future Development means any subsequent stages, in which the balance land is subdivided into individual lots for sale and construction of the common facilities in and around those lots.

Dwelling means one 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 originally contained in Identifier WN806/24 to be subdivided into two lots with Lot 1 then further subdivided into 17 Lots and Lot 2 to be developed by future development.

Burdened Lots means each of the lots listed as burdened lots in Schedule "A".

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 Works to be carried out on any burdened lot shall be restricted to the erection of one domestic dwelling together with any ancillary buildings.
- 1.2 The domestic dwelling, exclusive of any ancillary buildings, attached garaging or decks, shall be a minimum of ninety (90) square metres in floor area.
- 1.3 In no case shall any second hand dwelling, relocatable, or prebuilt home be erected on a Lot.
- 1.4 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.
- 1.5 The domestic 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 upon 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.

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) up until the point these areas fall into Kapiti Coast District Council responsibility, by their use of their burdened lot 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 structures to their state prior to such damage occurring.

4. Future Development

Each registered proprietor acknowledges that further development of the land is planned in subsequent stages, and agrees they shall not make any complaint or lodge any objection in respect of the subsequent development stages, including but not limited to the works associated with that development, the layout of the subsequent development, any common easements or other rights granted or

surrendered between the stages, and any noise arising from the future development works.

Should any documentation be required to facilitate future development matters, such as surrendering existing easements or any other rights, or creating new easements or other rights between stages, then each stage one owner consents to sign any such documentation on request and if applicable, to provide the consent of any mortgagee over their burdened Lot to such documentation.

In the event a stage one owner does not sign any such documentation then they appoint the Grantee their Attorney to sign any such documentation on their behalf and they acknowledge they shall be liable for any costs incurred by the Grantor associated with their refusal to sign.

5. 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 subdivision and any interference to privacy and enjoyment of any lot in the subdivision.