View Instrument Details

Instrument No	12453862.2
Status	Registered
Date & Time Lodged	19 September 2022 09:33
Lodged By	Lee, Andrew Steven Tsin On
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
1044555	Wellington
1044556	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 Andrew Steven Tsin On Lee as Covenantor Representative on 17/10/2022 11:23 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 Andrew Steven Tsin On Lee as Covenantee Representative on 17/10/2022 11:23 AM

***** 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

Caroline Georgina Girdlestone and James Gordon Delaney

Covenantee

Caroline Georgina Girdlestone and James Gordon Delaney

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) **DP 573397**	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Restrictive Land Covenants	Deposited Plan 573397	RT 1044555 being lot 1 in Deposited Plan 573397	RT 1044556 being lot 2 in Deposited Plan 573247 and Lot 4 Deposited Plan 3432 and Part Lot 1 Deposited Plan 11448

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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 below:

The following Restrictive Covenants apply to lot 1 Deposited Plan 573397 in Record of Title 1044555 ("Lot 1") only for the benefit of lot 2 in Deposited Plan 573247 and Lot 4 Deposited Plan 3432 and Part Lot 1 Deposited Plan 11448 in RT 1044556.

1. No transportable dwellings are permitted on Lot 1.
2. The construction of any dwelling on Lot 1 must be completed within 18 months of the commencement of the excavation for foundations.
3. The Owner must keep lot 1 in a neat and tidy condition and not permit any rubbish or debris of any kind to be stored, or left on the lot except where building operations are in progress.
4. Lot 1 cannot be further subdivided to create any additional lots whether by fee simple titles, unit titles, cross leases or otherwise.
5. The Owner of lot 1 for the time being cannot require Caroline Georgina Girdlestone and/or James Gordon Delaney to contribute towards the cost or erection or repair of any boundary fence between a lot 1 and any adjourning Lot owned by Caroline Georgina Girdlestone and/or James Gordon Delaney.
6. With the exception of small gardens located within 20 metres of the footprint of the dwelling once constructed, lot 1 must not be planted with anything other than New Zealand native plants as defined by the New Zealand Department of Conservation.
7. If the Owner of lot 1 is in breach or non-observance of any of these covenants and without prejudice to any other liability will upon written demand by any party with the benefit of these covenants:
    a. Pay to the person making such demand as liquidated damages the sum of $200 per day for every day that such breach or non-observance continues after the date upon which written demand has been made;
    b. Meet all reasonable costs of enforcement incurred by the person making the demand.