

View Instrument Details



Instrument No 12099059.6
Status Registered
Date & Time Lodged 27 July 2021 10:43
Lodged By Roberts, Pamela Ellen Fitzgibbon
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
989170	South Auckland
989171	South Auckland
989172	South Auckland
989173	South Auckland
989174	South Auckland

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 Alexander Hugh McIvor as Covenantor Representative on 15/07/2021 04:01 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 Alexander Hugh McIvor as Covenantee Representative on 15/07/2021 04:01 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor

STUART PARKER HOLDINGS LIMITED

Covenantee

STUART PARKER HOLDINGS 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
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		989170-989174 (Lots 1-5 DP 560468)	989170-989174 (Lots 1-5 DP 560468)

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
("The Covenants")**

Definitions

"Subdivision" means the land in LT Plan 560468

"Property" means the burdened land or any part of it

"Developer" means Stuart Parker Holdings Limited

1. Restrictive Covenants

The Covenantor (the Registered Proprietor of the burdened land) will not:

- 1.1 Erect or cause to be erected on the Property any accessory building (excluding any garden shed) or alteration to the existing dwelling that is not constructed of the same materials and in keeping with the same aesthetic as the existing dwelling on the property and in the same aesthetic as the other dwellings in the subdivision.
- 1.2 Erect or cause to be erected on the Property any garden shed not constructed from painted color steel or similar pre-finished metal corrugate siding.
- 1.3 Use the Property for animal breeding/boarding kennels or allow any non-domestic animals on the Property, except to keep a maximum of two animals limited to dogs or cats. Non-domestic animals shall without restricting the generality of such term, include poultry, goats, sheep, horses, donkeys, cattle, beehives and pigs.
- 1.4 Allow any rubbish to accumulate or to be placed on the Property and not permit any excessive growth of grass or vegetation so that the same becomes long and unsightly. Rubbish shall be kept in proper containers which shall be emptied regularly and screened from or kept out of view of the road.
- 1.5 Place or leave any immobile or broken-down vehicle on the Property or on any right of way in the subdivision.
- 1.6 All fences erected or placed or permitted to be erected or placed to the front yard of the property adjoining the right of way are to be constructed using black aluminum pool fencing to a maximum height of 1.2 metres. If the Covenantor wishes to erect a fence that does not comply with this clause then the written approval of the Developer must be obtained prior to commencement of construction of the fence. For the sake of clarity, the right of way is the areas shown as A, B, C & D on DP 560468.

2 Use of Property

- 2.1 The Covenantor shall use the Property and any buildings on the Property only for residential purposes or for any activity which is, or which may become a permitted activity under the provisions of the Waipa District Plan for the time being.
- 2.2 The Covenantor shall not erect or allow to be erected or placed on the Property, without the prior written approval of the Covenantee, any advertising signs or hoardings provided that:

- i. During the construction of any dwelling on the Property up to two signs may be erected for the purpose only of advertising building or building suppliers: and
- ii. On the sale of the Property up to two signs may be erected for the purpose of advertising the proposed sale.

2.3 The Covenantor shall not

- i. Use or allow materials or equipment associated with any business or trade to be stored on the Property unless they are stored within one of the buildings lawfully erected on the Property; or
- ii. Locate or allow to be regularly located any recreation vehicles, commercial vehicles or trailers on the street, right of way or footpath or in front of the building line of the dwelling erected on the Property.

3. Reinstatement of Damage

- 3.1 The Covenantor shall reinstate, replace and otherwise be fully responsible for all costs arising from damage to the landscaping, roading, footpaths, kerbs, concrete or other structure in the subdivision arising from the Covenantor's use of the Property whether directly or indirectly or through the Covenantor's guests, servants, employees, agents, invitees, tenants or servants.

4. Breach of Covenants & Enforcement

- 4.1 If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Covenantor may have to any person having the benefit of these covenants, the Covenantor will upon written demand made by the Covenantee.
- i. Pay to the person making such demand as liquidated damages the sum of \$250.00 per day for every day that such breach or non-observance continues beyond seven days after the date upon which written demand has been made: and
 - ii. Remove or cause to be removed from the Property the offending article(s) causing the breach or non-observance; and replace any building materials used in breach or non-conformity of the foregoing covenants with appropriate materials and change any colour schemes which do not comply with the foregoing requirements.