



View Instrument Details

Instrument No. 12707225.7
Status Registered
Date & Time Lodged 15 Aug 2023 16:40
Lodged By Lauder, Campbell Robert
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1117821	Nelson
1117822	Nelson

Annexure Schedule Contains 3 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 Campbell Robert Lauder as Covenantor Representative on 15/08/2023 04:38 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 Campbell Robert Lauder as Covenantee Representative on 15/08/2023 04:38 PM

*** End of Report ***

Covenant Instrument to note land covenant

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

Covenantor

TAURANGA BAY HOLDINGS LIMITED

Covenantee

TAURANGA BAY 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

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 2 DP 587613 (RT 1117822)	Lot 1 DP 587613 (RT 1117821)

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

Page 1 of 1 Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

The Covenantor shall be bound by the following Covenants:

1. Terms of Covenant

- 1.1. The Covenantor covenants and agrees with the Covenantee that the Covenantor will observe and perform the stipulations and restrictions contained below to the intent that each of the stipulations and restrictions shall enure for the benefit of the Benefited Land and every part of the Benefited Land and the Burdened Land and every part of the Burdened Land will be subject to each of the stipulations and restrictions.

2. General Provisions Regarding Building and Occupation

- 2.1. No dwelling may be erected on the Burdened Land which is within 200 metres of *Wilsons Lead Road* when measured perpendicular from that legal road, unless such dwelling is single storey and does not exceed a height of 5 metres (measured from the natural ground level at the highest point within the Allotment).

3. General Provisions Regarding Plantings

- 3.1. The registered owner of the Burdened Land shall not grow any plant, tree or hedge on the Burdened Land within 100 metres of *Wilsons Lead Road* when measured perpendicular from that legal road and which exceeds a height of 3 metres (measured from the natural ground level at the highest point within the Allotment).

4. Breach of Covenants

- 4.1. Where the registered owner of the Burdened Land commits a breach of any covenant contained herein and that breach subsists for ten (10) working days, the registered owner of the Benefited Land shall be authorised to enter upon the Burdened Land and/or take such steps as may be necessary and or expedient, for the purpose of remedying the breach and/or enforcing any covenant against the registered owner of the Burdened Land. Any costs incurred by the registered owner of the Benefited Land in remedying any breach (including enforcement costs), shall be recoverable from the registered owner of the Burdened Land as a debt payable upon demand, and shall bear interest at a rate of 15% per annum from the date of demand until the date of payment.