

View Instrument Details



Instrument No 11256098.6
Status Registered
Date & Time Lodged 05 November 2018 15:21
Lodged By Oliver, Bodee Rutherford
Instrument Type Easement Instrument



Affected Computer Registers	Land District
832016	Hawkes Bay
832017	Hawkes Bay
832027	Hawkes Bay

Annexure Schedule: Contains 3 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor 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 Bodee Rutherford Oliver as Grantor Representative on 12/11/2018 04:01 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee 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 Bodee Rutherford Oliver as Grantee Representative on 12/11/2018 04:01 PM

*** End of Report ***

Covenant Instrument to note land covenant

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

Covenantor

Kevin Colin Baker and Susan Coral Baker

Covenantee

Kevin Colin Baker and Susan Coral Baker

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
Restrictive Covenant	N/A	832016, 832017, 832027	832016, 832017, 832027

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 A.

Schedule A

LAND COVENANT**1 Agreement**

The Covenantor, for itself and so as to bind the Covenantor's successors in title to the burdened land, covenants and agrees with the Covenantee (for the benefit of the Covenantee and the registered proprietor from time to time of the benefited land) that the Covenantor shall always observe and perform all of the covenants set out in this instrument to the end and intent that each of the covenants shall forever enure for the benefit of the registered proprietor from time to time of the benefited land. The covenants in this instrument shall be enforceable by the Covenantee and the Covenantee's assigns, transferees or successors against the Covenantor as owner of the burdened land and the Covenantor's assigns, transferees, successors and occupiers for the time being of the burdened land.

No delay of failure by the Covenantee to enforce performance of any covenant set out in this instrument and no indulgence granted to the Covenantor by the Covenantee shall prejudice the right of the Covenantee to enforce any of the covenants or provisions of this instrument.

The Covenantor shall bear any costs which may be incurred by the Covenantee as a result of any default by the Covenantor under this instrument.

2 Buildings/Structures**2.1** The Covenantor covenants with the Covenantee:

- (a) Not to erect or construct, on the burdened land, any building other than a new dwelling house which conforms to the standards specified in this instrument together with the usual garages and outbuildings that comply, in all respects, with the criteria set out in this instrument.
- (b) To fully complete the construction and finishing of any buildings and structures on the burdened land within twelve months of commencing construction and once construction has been substantially completed not to bring on to or permit to remain on the burdened land any temporary building, caravan or any other form of temporary accommodation unless screened from neighbouring properties in the development comprising the burdened and benefited lands ("**the development**").
- (c) That all buildings and structures on the burdened land shall be constructed to a high standard from high quality and all new building materials in a manner in keeping with a high quality lifestyle development.
- (d) That all buildings and structures on the burdened land shall be constructed, finished and completed in compliance with the conditions of any building, subdivision or resource consent issued by the relevant authority in respect of the burdened land or the development.
- (e) That unsightly areas of the burdened land shall be landscaped and screened with plants so as to protect the visual amenity of the development.
- (f) Not to use the burdened land or permit the burdened land to be used for poultry or pig farming, dog kennels, pet centre or any other commercial activity associated with those uses nor to erect any building or structure that would normally be erected for such purposes.
- (g) To keep the burdened land and all improvements on that burdened land (including all fences) in a well maintained and tidy condition and will not permit the accumulation thereon of unsightly rubbish or materials or in any other way permit the appearance of the burdened land to detract from the standards for the development set out in this instrument.

3. Arbitration

- 3.1 Any dispute or difference between the Covenantor and/or the Covenantees as to the interpretation of these provisions or as to the rights or liabilities herein, or whether of any like nature shall be determined

by a single arbitrator to be appointed by the parties and if the parties cannot agree upon such appointment within fifteen working days, then any party may request that the President of the New Zealand Law Society appoint the arbitrator. The reference of such dispute will be a submission to arbitration under the Arbitration Act 1996 or any statutory modification or re-enactment.