

View Instrument Details



Instrument No 12955449.9
Status Registered
Date & Time Lodged 07 March 2024 08:54
Lodged By Jamnadas, Neha
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1129645	Canterbury
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1129682	Canterbury
1129683	Canterbury
1129685	Canterbury

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 Neha Jamnadas as Covenantor Representative on 18/04/2024 11:19 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 Neha Jamnadas as Covenantee Representative on 18/04/2024 11:19 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

Hill Street Limited

Covenantee

Hill Street 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 Covenants	Plan 590653	Lots 23 to 60 and Lot 103 DP 590653	Lots 23 to 60 and Lot 103 DP 590653

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 ____].

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[Annexure Schedule]

LAND COVENANT TO BE REGISTERED AGAINST TITLE

Parties

Hill Street Limited (Registered Proprietor) (Covenantor)

Hill Street Limited (Developer) (Covenantee)

Background

1. The Covenantee is developing a modern well-designed subdivision.

- (a) As part of this development, it is desirable that the Covenantee maintains a certain degree of supervision and control in relation to any Construction erected in the subdivision.
- (b) Accordingly, the Covenantor for itself and its successors in title covenants with the Covenantee and its successor in title, as set out in this Easement Instrument (the "Covenants").
- (c) Unless otherwise stated in this Easement Instrument, the Covenants shall remain in effect for 10 years from the date of registration of the Covenants.

Interpretation

2. For the Purposes of the Covenants, unless the context otherwise requires the following terms shall mean:

- (a) "allow" includes to do, facilitate, permit and suffer;
- (b) "Building" includes all structures and construction, including (but not limited to) dwelling houses, garages, fences and landscaping;
- (c) "Construct" and "Construction" includes to install, erect, relocate, repair, renovate, replace or place on the Land, lot or in any Building and also includes allow to Construct;
- (d) "Developer" or "Covenantee" means Hill Street Limited (including its successors, assignees and transferees);
- (e) "Land" and "Lot" means any lot having the burden and/or benefit of these covenants, as described in clause 2; and
- (f) "Registered Proprietor" or "Covenantor" means the person or entity registered as owner of the relevant Land.

Covenants

3. The Registered Proprietor hereby agrees with the Developer and covenants in relation to the Lot as follows:

- (a) Not to erect or place any Building on the lot other than in accordance with the provisions of these covenants.
- (b) Not to erect more than one residential dwelling on the Lot or subdivide the Lot further without the consent in writing of the Developer;
- (c) To comply with all relevant consents and requirements of the Local Authority and any other regulatory authorities having jurisdiction over the Lot;
- (d) Not to erect any Building other than a new Building on the Lot and not to permit or allow the transportation and delivery onto the Lot of any pre-built, transportable or relocatable Building;
- (e) That any Building built or erected on the Lot will have a floor area of not less than 140sqm (including garages);
- (f) To substantially complete construction and obtain issue of Code Compliance Certificate (or its equivalent) from the relevant Local Authority within 18 months of commencing construction;

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- (g) To complete all exterior surfaces including painting and all landscaping within three (3) months of issue of Code Compliance Certificate;
- (h) Not to permit any Building on the Lot to be occupied or used as a residence unless such occupancy or use is within a Building permitted under a Building consent issued by the Local Authority;
- (i) Not to permit or bring on to or let remain on the Lot any rubbish, debris, contaminated soil, storage of goods or unregistered or unwarranted motor vehicles and to keep the Lot in such good, tidy and visually pleasing condition as would normally be expected in a quality residential subdivision;
- (j) Not to construct any carport, garage or any other accessory Building(s) unless the same is properly and architecturally integrated into the design of the dwelling house. Further, all attachments to any Building (including, but not limited to, television aerials and solar hot water panels) shall be constructed in such a way as to be integrated discreetly into the design of such Buildings so that they are not highly visible;
- (k) Not to prevent the Developer, its officer, employees or agents from entering on to a covenanting Lot at all reasonable times and with not less than 24 hours prior written notice for the purposes of ensuring compliance with these Covenants and taking any necessary remedial action and in the event of the Developer so entering on to a covenanting Lot the Developer shall have no liability whatsoever for any damage or loss arising from the reasonable exercise of the Developer's right, remedies and powers;
- (l) To keep and maintain any road, kerb, grass berm, footpath, tree, shrub, right of way contained within any boundary of the Land shared with the road or right of way in a neat and tidy condition and shall be responsible for the cost of rectifying any damage caused by the Registered Proprietor or the Registered Proprietor's agents or contractors to any vehicle crossings, shared access and roadways, services, amenities and other property.
- (m) Not to permit any pet to be kept on the Land or in any Buildings which unreasonably interferes with the surrounding neighbours' quiet enjoyment of their Land.
- (n) The Registered Proprietor shall at all times be responsible and keep indemnified the Developer from all proceedings, costs, claims and demands in respect of breaches by the Registered Proprietor of any of the stipulations, restrictions and covenants contained in the proceeding clauses.

Covenants not enforceable against the Developer

- 4. These covenants shall not apply to the Developer.
- 5. The Developer shall not be required nor obliged to enforce all or any of the Covenants, nor shall the Developer be liable for any breach of the Covenants by any of the registered proprietors of the covenanting Lots, and the Registered Proprietor shall be liable only in respect of breaches of the Covenants which shall occur while the Registered Proprietor is the registered proprietor of the relevant covenanting Lot.

Breach

- 6. If there shall be any breach or non-observance of any of the Covenants then, without prejudice to any other liability which the Registered Proprietor may have to any person having the benefit of the Covenants, the Registered Proprietor will promptly upon written demand being made by the Developer or by the Registered proprietor of any of the benefitting Lots:
 - (a) Pay to the person making such demand as liquidated damages the sum of \$250.00 per day for each day that such breach or non-observance continues after the date upon which written demand has been received; and
 - (b) Remove or cause to be removed from the relevant Lot any second hand and/or used dwelling house, garage, carport, fence, letter box or other building or structure erected or placed on the relevant Lot in breach or non-observance of the Covenants; and
 - (c) Replace any building materials used in breach or non-observance of the Covenants; and
 - (d) Correct or cause to be corrected the offending breach by discontinuing any and all offending activity.

Enforceability

- 7. The Covenantor shall have liability under this Easement Instrument only in respect of breaches that occur while the Covenantor is the Registered Proprietor of the servient tenement. Should any part of the servient tenement be subdivided, then the liability of the registered proprietor of any subdivided lot shall be limited

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017 only to any breaches occurring on that subdivided lot only. Where there is more than one Registered Proprietor of a Lot, the liability of those persons should be joint and several.