

View Instrument Details



Instrument No 12526669.6
Status Registered
Date & Time Lodged 21 October 2022 15:34
Lodged By Thompson, Emma Jane
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1004664	North Auckland
1004665	North Auckland
1004666	North Auckland
1004667	North Auckland
1004668	North Auckland
1004669	North Auckland
1004670	North Auckland
1004671	North Auckland
1004672	North Auckland
1004673	North Auckland

Annexure Schedule Contains 5 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 Emma Jane Thompson as Covenantor Representative on 21/10/2022 03:33 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 Emma Jane Thompson as Covenantee Representative on 21/10/2022 03:33 PM

*** End of Report ***

COVENANT INSTRUMENT TO NOTE LAND COVENANT
Sections 116(1)(a) & (b) Land Transfer Act 2017

Covenantor

Surname(s) must be underlined or in CAPITALS

STALLWORTHY DEVELOPMENTS LIMITED

Covenantee

Surname(s) must be underlined or in CAPITALS

STALLWORTHY DEVELOPMENTS 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
Restrictive build and land covenants	N/A	Lots 1-10 on Deposited Plan 563648 (RoT 10044664 to 1004673)	Lots 1-10 on Deposited Plan 563648 (RoT 10044664 to 1004673)

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 B].

Annexure Schedule

Page 2 of 5 Pages

*Insert instrument type***Covenant Instrument to Note Land Covenants***Continue in additional Annexure Schedule, if required***SCHEDULE B**

1. The Covenantor covenants as follows:

- a. Not to erect or permit to be erected or placed on the burdened land any dwelling having a closed in floor area of less than 160m² (the floor area measurements shall be inclusive of garage but excluding carports, decking breezeways and roof overhang). Any carport erected on the burdened land shall be attached to the dwelling. Any garage erected on the burdened land may be attached or separate from the dwelling.

Not to erect or permit to be erected or placed on the burdened land, any relocatable building (whether new or second-hand) without first obtaining the prior written approval of Stallworthy Developments Limited (and in the event that company is wound up, the director Bruce Raymond Stallworthy) to the plans and specifications of the proposed relocatable building including details of the proposed driveways, planting and landscaping. Such consent will not be unreasonably or arbitrarily withheld provided the plans and specifications meet the standards required by these covenants and the appearance of the proposed relocatable building is aesthetically in keeping with other dwellings already constructed.

Not carry out any construction without due allowance being made for adequate current and future drainage of all excess storm water from the burdened land, the Covenantor remaining responsible for all costs, claims or demands for any remedial action undertaken for any breach hereof.

Not carry out any construction or development work on the burdened land without being liable to reinstate (or to be responsible for all costs arising from reinstatement) any damage or replace any loss to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Covenantor's use of the burdened land directly.

- b. Not to use or permit to be used in any building on the burdened land, any second-hand materials for outer wall sheathing of any such buildings including corrugated iron, flat fibrolite or flat asbestos cement.
- c. Not to erect or allow to be erected any internal fence without first obtaining the written approval of Stallworthy Developments Limited to the plans, specifications and materials to be used. Any approved fence to be constructed on the burdened land shall not exceed a height of 1.8 metres above the finished subdivision ground level of the burdened land and shall not to be constructed of roofing iron, flat fibrolite, second-hand materials or post and wire.

Annexure Schedule

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*Insert instrument type***Covenant Instrument to Note Land Covenants***Continue in additional Annexure Schedule, if required*

- d. Not to leave the exterior of any building uncompleted for a period of more than 18 months after laying down the foundations for such building including any ancillary work such as fencing, driveway or vehicle access. The Covenantor shall complete all landscaping (including lawns) immediately following the completion of the dwelling taking into account the time of year and weather conditions. The Covenantor shall ensure that all buildings are completed within the specified time period, in a tradesmanlike manner and to a high quality.
- e. Not to permit occupation of any dwelling constructed on the burdened land until such dwelling has been completed in accordance with these covenants, a building consent and compliance certificate issued by the local territorial authority.
- f. Not to erect or permit to be erected any garden shed that exceed a floor area of 10m².
- g. Not to bring onto or to allow to remain on the burdened land or any carriageway used for access in the subdivision including the footpath, any temporary building, recreation vehicles which includes any caravan, motorhomes, van/truck campers, trade vehicles, trailers or other equipment or materials or machinery unless garaged or parked behind the fence so as to be screened from the carriageway/road and neighbouring properties so as to preserve the amenities of the neighbourhood. Notwithstanding the restriction contained herein, during a specified construction period this clause shall not apply.
- h. To keep and maintain the burdened land in a neat and tidy condition and prevent the burdened land from becoming unsightly.
- i. Not to allow any of the buildings, structures or fencing erected or placed on the burdened land to become dilapidated or to fall into disrepair.
- j. Not to operate a business from the burdened land that is not able to meet residential zoning requirements.
- k. Not to display any advertisement, sign or hoarding of a commercial nature on any part of the land or building unless it is a non-illuminated and non-fluorescent and does not exceed the maximum size of 900x300mm.

Annexure Schedule

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*Insert instrument type***Covenant Instrument to Note Land Covenants***Continue in additional Annexure Schedule, if required*

- l. Not to allow the said land to be rented at anything less than a normal market rate for residential properties, of the nature and quality of the subject land in the Ruakaka area at that time and the tenancy period shall not exceed twelve (12) months. This provision shall not apply where there is relationship between the landlord and tenant of a non-commercial nature.
 - m. Not bring on, to raise, breed or keep any animals or livestock on the burdened land or building except to keep a maximum of one large dog or two small dogs and two cats per dwelling.
2. The Covenantor acknowledges that Stallworthy Developments Limited reserves to itself the right of amalgamation of two or more parcels of land and the right to further subdivide any land of which Stallworthy Developments Limited is the registered proprietor whether contiguous with or adjacent to the burdened land. The Covenantor will not oppose or object to any application by the vendor for Resource Consent or building consent under the Resource Management Act 1991 and/or the Building Act 2004 in respect of such land provided that such application does not interfere with the Covenantor's use of the burdened land.
3. The Covenantor acknowledges that Stallworthy Developments Limited shall not be liable for or contribute towards the cost of erection or maintenance of any dividing or boundary fence between the burdened land and any adjoining land owned by Stallworthy Developments Limited (or any related party). The benefit of this covenant shall not enure for the benefit of any subsequent transferee (which is not a related part of Stallworthy Developments Limited) of such adjoining land.
4. If any dispute arises under these covenants, the Covenantor and Covenantee will in good faith:
 - a. Attempt without delay to resolve the dispute by negotiations between them; and
 - b. Failing such resolution refer the dispute to mediation with the assistance of a suitably qualified and experienced mediator agreed between them or failing such agreement, appointed by the President of the Auckland District Law Society; and
 - c. The Covenantor and Covenantee will bear their own costs of any mediation under this clause.

Insert instrument type

Covenant Instrument to Note Land Covenants

Continue in additional Annexure Schedule, if required

5. If there is any breach or non-observance of any of the forgoing covenants, then without prejudice to any other liability which the covenantee may have to the covenantor and any person or persons having the benefit of the covenants, the covenantee will upon written demand being made by the covenantor of any registered owner of the benefited land:

a. Pay to the person making demand, as liquidated damages, a sum equal to \$250.00 per day for every day that the breach or non-observance continues after the date upon which written demand is made;

b. Remove or cause to be removed from the land any second hand or used dwelling, garage, carport, building or other structure constructed or placed on the land in breach of the covenants contained in clause 1 hereof;

c. Replace any building materials used and not permitted to be used in breach of the covenants in clause 1 hereof; and

d. Remedy of any breach of these covenants.
6. The covenants in clause 1 a-e hereof shall not apply after 10 years from the date of registration of the covenants.