

View Instrument Details



Instrument No 11533748.7
Status Registered
Date & Time Lodged 27 August 2019 13:27
Lodged By Thomas, Ann-Maree
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
212274	Wellington
212276	Wellington
212277	Wellington
212278	Wellington
212279	Wellington
844618	Wellington
844619	Wellington

Annexure Schedule Contains 2 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 Thomas Charles Montague as Covenantor Representative on 15/10/2019 10:39 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 Thomas Charles Montague as Covenantee Representative on 15/10/2019 10:40 AM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6263
COVENANT INSTRUMENT TO NOTE LAND COVENANT
 Sections 116(1)(a) & (b) Land Transfer Act 2017

**Covenantor***Surname(s) must be underlined or in CAPITALS.*

Alan Victor Swanson, Elizabeth Marjorie Swanson and Robin James Barrie

Covenantee*Surname(s) must be underlined or in CAPITALS.*

Alan Victor Swanson, Elizabeth Marjorie Swanson, Robin James Barrie
Dean Andrew Swanson and Cathryn Gail Swanson (one-half), Paul James Swanson and Robin James Barrie
(one-half)
Gary Victor Swanson and Melanie Ann Swanson

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
Building covenants		212276 212278	212274 212276 212277 212278 212279 844618 844619

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

1. The servient tenement shall be subject to a requirement that any building thereon shall comprise only a new private dwelling and a garage or other buildings as would usually be ancillary to a single dwelling house and construction shall not be commenced without first obtaining the written approval of the vendor to the plans and specifications and the exterior design, colour and appearance of the proposed dwelling house.
2. Not to erect any dwelling house containing a floor area of less 160 square metres exclusive of verandas, decking, garaging and other ancillary buildings.
3. Not to erect any dwelling house closer than 10 metres to the neighbouring boundaries.
4. The dwelling house must be closed in and weatherproofed within 12 months of the laying of the buildings foundations.
5. All materials which are not pre-finished and which require painting are to be painted within three months of attachment to the building.
6. Not to permit any building in the course of construction to be left without substantial work being carried out for a period exceeding three months.
7. Not to take up residence on the property unless the dwelling on the same has been substantially completed in accordance with these covenants.
8. Once construction has been completed no caravan, truck, bus, trailer, boat, trailbike, machinery or other unsightly object (not including any motor vehicle, small van or utility truck that is in good working order, repair and appearance) shall be parked on any part of any Lot unless garaged or screened so as to preserve the amenities of the neighbourhood.
9. No noisy, smelly or unsightly activity shall be carried on upon any Lot, even if permitted by the relevant Districts Plan and in particular there shall not be permitted on any Lot the operation of any pig or poultry farm, commercial kennels, panel beating business, wreckers yard, vehicle or machinery sales yard.
10. Not to construct or form any driveway or vehicle access way on the Lot other than to a minimum metaled standard with road metal and all the driveways and vehicle access ways shall be kept in a neat and tidy condition.
11. To trim the hedging along the boundaries annually so that such hedging does not exceed six metres in height.
12. In the event of any dispute or disagreement between any of the registered proprietors for the time being of any of the Lots burdened by or getting the benefit of these covenants, any of such parties may require the matter to be resolved by arbitration in accordance with the provisions of the Arbitration Act.