

View Instrument Details



Instrument No 12185141.8
Status Registered
Date & Time Lodged 21 January 2022 17:16
Lodged By Hollman, Karyn Elizabeth
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1008694	South Auckland
1008695	South Auckland
1008696	South Auckland
1008697	South Auckland
1008698	South Auckland
1008699	South 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 Karyn Elizabeth Hollman as Covenantor Representative on 20/01/2022 07:31 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 Karyn Elizabeth Hollman as Covenantee Representative on 20/01/2022 07:31 PM

*** 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.*

**TRUDY LOUISE MEADOWCROFT, COLIN DAVID MEADOWCROFT, LEGACY SERVICES TRUSTEE
 (MEADOWCROFT) LIMITED**

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

**TRUDY LOUISE MEADOWCROFT, COLIN DAVID MEADOWCROFT, LEGACY SERVICES TRUSTEE
 (MEADOWCROFT) 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 Covenants		Lot 2 on DP 565148 (1008694)	Lots 3 - 7 on DP 565148 (1008695 - 1008699)
		Lot 3 on DP 565148 (1008695)	Lots 2, 4 - 7 on DP 565148 (1008694, 1008696 - 1008699)
		Lot 4 on DP 565148 (1008696)	Lots 2, 3, 5 - 7 on DP 565148 (1008694, 1008695, 1008697 - 1008699)
		Lot 5 on DP 565148 (1008697)	Lots 2 - 4, 6 and 7 on DP 565148 (1008694 - 1008696, 1008698 and 1008699)
		Lot 6 on DP 565148 (1008698)	Lots 2 - 5 and 7 on DP 565148 (1008694 - 1008697 and 1008699))
		Lot 7 on DP 565148 (1008699)	Lots 2 - 6 on DP 565148 (1008694 - 1008698)

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 pages 2-5].

DEFINITIONS & INTERPRETATION

1. **Definitions:** In these covenants:

“**Ancillary Building**” or “**Ancillary Buildings**” means any building or structure associated with the Buildings on the Lot that may or may not require local authority consent.

“**Building or buildings**” means any residential dwelling house or primary building on the Lot;

“**Covenants**” means the covenants and obligations contained in this Schedule as varied from time to time;

“**Garage**” means any garage or carport on the Lot;

“**Covenantor**” means the registered owner from time to time of the burdened land and includes the registered owner’s agents, employees, contractors, subcontractors, tenants, licensees and other invitees;

“**Local authority**” means Whakatane District Council;

“**Lot**” means the burdened land and any part of it;

“**Trusts**” means the Meadowcroft Family Trust created by Trust deed dated 15 March 2016 and the Ella Rose Meadowcroft Family Trust dated 30 September 2020, and includes Trudy Louise Meadowcroft (on behalf of the Ella Rose Meadowcroft Family Trust) and Colin David Meadowcroft (on behalf of the Meadowcroft Family Trust) jointly;

“**Plans and specifications**” means plans, drawings, specifications and other documents from which the Buildings, Ancillary Buildings and Garages are to be constructed (including details of materials, location and design);

“**Recessive colour(s)**” means subdued, non-vibrant colour(s).

2. **Interpretation:** In these covenants headings are for reference purposes only.

FENCING COVENANTS

1. Neither of the Trusts shall be liable to pay for or contribute towards the erection or maintenance of any fence between any Lot and any adjoining land owned by either Trust but this condition shall not enure for the benefit of any subsequent purchaser of such adjoining land or any part of that adjoining land.
2. The covenantor agrees to meet the total cost of construction of any fence to be constructed on the boundary of adjoining land owned by the local authority and the covenantor will not seek contribution from either Trust or the local authority in respect of same.

LAND & BUILDING COVENANTS

1. The Trusts wish to exercise supervision and control over the nature and type of construction permitted, and the standard of maintenance of surroundings, within the subdivision of land at 32 Bunyan Road Whakatane.
2. The covenantor will be bound by these covenants although the Trusts jointly may, in writing, at the sole and unfettered discretion of the Trusts jointly, waive part, any or all of these covenants, on such terms and condition as the Trusts may require.
3. In any circumstances where the approval of the Trusts is required in respect of any covenant then any approval shall be at the discretion of the Trusts jointly and in no circumstances shall the Trusts be required to give any reason for the decision.

4. That any written approval provided by or on behalf of the Trusts is for subdivision standard control purposes only and does not imply any warranty as to the product, design, quality or suitability of anything constructed on the Lot whatsoever.
5. The covenantor covenants:
 - a. Not to place or erect, or allow to be placed or erected, on the Lot any building that has previously been lived in.
 - b. To construct only new Building and new Ancillary Buildings and new Garages on the Lot.
 - c. To construct one Building with a single-storey and a floor area including Garage of not less than 150 m² (exclusive of any decking, breezeways, entry porches, verandas or roof overhang).
 - d. To not erect or permit to be erected any Ancillary Buildings within 2 metres of the retaining wall on the southern boundary of the Lot to maintain an open outlook.
 - e. To construct at least one Garage on the Lot which is to be attached to the Building and constructed in the same architectural style with the same cladding materials as, and in a colour in keeping with, the Building.
 - f. To have all plans and specifications for Buildings, Ancillary Buildings and Garages approved in writing by Trudy Louise Meadowcroft and Colin David Meadowcroft jointly prior to the covenantor applying for a building consent or commencing any works on the Lot (including preparatory work).
 - g. To construct any Buildings, Ancillary Buildings and Garages in accordance with the plans and specifications approved in writing by Trudy Louise Meadowcroft and Colin David Meadowcroft jointly.
 - h. To obtain the approval in writing of Trudy Louise Meadowcroft and Colin David Meadowcroft jointly to any modification or variation to the approved plans and specifications prior to the covenantor commencing work on the Lot.
 - i. To construct any Buildings, Ancillary Buildings and Garages so that:
 - i. The non-glazed exterior cladding of any Buildings consists of any of the following: kiln fired or concrete brick, plaster or cement texture finish, stone, Linea or timber weatherboard (with a maximum erected width less than 150mm) or any other exterior cladding material for which the covenantor has first obtained the consent in writing of Trudy Louise Meadowcroft and Colin David Meadowcroft jointly.
 - ii. The exterior cladding is finished in recessive colour(s).
 - iii. The exterior cladding and colours of the Ancillary Buildings are in keeping with the Buildings.
 - iv. There are no reflective surfaces on any exterior cladding or roofing on the Buildings and any other buildings on the Lot, and, so as to not create any offensive glare to adjoining owners, to not use any metal clad roofing that has not been factory pre-painted or use any roofing material that exceeds 20% reflectivity as measured on the British Standard Specification colour Range BS5252 or equivalent.
 - j. To not erect or permit to be erected or placed upon the Lot any temporary building, temporary structure, caravan, bus, mobile home, truck, trailer, hut or shed except such temporary building, temporary structure, caravan, bus, mobile home, truck, trailer, hut or

shed as will be used in conjunction with the construction of a Building, and which will be placed on the Lot at the commencement of construction of the Building and removed immediately on completion of the construction of the Building.

- k. To not allow construction on the Lot to be delayed so that substantial progress is not made for any period exceeding three months.
- l. To complete any construction of the Buildings, Ancillary Buildings, Garages (including the exterior painting and decorating thereof) and the driveway/vehicle access, fencing and landscaping within 18 months of the start of excavation of the building site.
- m. To construct any fence in compliance with local authority requirements and, except during time of construction of any Building, Ancillary Building or Garage on the Lot, not to erect any fence constructed of shade cloth, netting, plastic, steel of any profile, long-run or corrugated iron, un-textured wood-fibre cement panels, plywood, fibrolite or wire.
- n. To not erect or permit to be erected any fence or boundary wall nor permit any hedge shrubs or trees to be planted or grown as a living fence at any time of more than one metre in height on the road boundary in order to maintain an open and safe environment.
- o. To not permit any caravan living or camping to take place on the Lot.
- p. To not bring onto or allow to remain on the Lot any caravan, mobile home or trade vehicle or other equipment or materials or machinery unless adequately screened or garaged so as to preserve the amenity of the neighbourhood, once construction has been completed.
- q. To not cause and to prevent noise likely to cause offence to the residents of the subdivision.
- r. To not allow any rubbish to accumulate or be placed on the Lot nor permit any excess growth of grass or weeds so that the Lot becomes unsightly.
- s. To not permit or allow rubbish, junk, car bodies, litter or other similar unsightly items to accumulate or be placed upon the Lot and otherwise allow the Lot to become unsightly.
- t. To not allow on the Lot any Building, Ancillary Building, Garage, structures, driveways, landscaping, fencing or walls to fall into disrepair and to keep and maintain any fences or walls on the Lot graffiti-free.
- u. To not subdivide the Lot.
- v. To not use or permit the Lot to be used for any trading or commercial purposes except for the display of the land and buildings for resale purposes and show home display.
- w. To not allow to be kept on the Lot any animals other than domestic pets which, without restricting the generality of such term, shall exclude goats, sheep, horses, pigs, poultry and beehives.
- x. To not allow to be kept on the Lot more than 2 dogs or 2 cats that are older than 3 months.
- y. Notwithstanding the stipulations in clause 5 (c) the Trusts may, at their discretion entirely, approve a home and income proposal on the Lot provided that the prior written consent is obtained from the Trusts, and the home and income proposal otherwise complies in all respects with the covenants set out in this instrument.
- z. To reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, kerbs, concrete or other structures arising howsoever from the use of the Lot.

MISCELLANEOUS

6. If there is any breach of the covenants by the covenantor then without prejudice to any liability which the covenantor may have to any person, the covenantor will on demand by any registered owner of the benefiting land:
 - a. Pay to the person making the demand as liquidated damages the sum of \$500.00 per day for every day that such breach continues after the date upon which the written demand has been made. The said amount of \$500.00 shall be increased annually by reference to the Consumer Price Index (CPI) (All Groups) or equivalent replacement index; and
 - b. Take such action as is necessary to remedy the breach demand.
7. If the covenantor remedies the default within one month of receipt of the notice requiring the default to be remedied and makes payment of all reasonable legal and other expenses incurred by the covenantee then the covenantor shall not be liable for payment of the liquidated damages. This waiver shall not apply to any subsequent defaults of a similar nature.
8. The covenantor will only be liable while the covenantor is the registered owner of a Lot.
9. The Trusts shall not be required or obliged to enforce any of the covenants nor are the Trusts liable for any breach of the covenants by any other registered owner of a Lot.
10. If any of these covenants become invalid or unenforceable (in whole or in part) the remainder will not be affected and will continue to be valid and binding.
11. Notwithstanding anything else in this instrument, these covenants will cease to have any effect on any part of the burdened land or in favour of any part of the benefited land that is to vest in a territorial authority or the Crown by virtue of statute, transfer or otherwise as road, reserve or for any other purpose in any subsequent subdivision or legalisation of all or any part of the burdened land or the benefited land of which the subdivision or legalisation plan has gained approval of the territorial authority or body having jurisdiction. No compensation is payable as a result of the application of this clause.
12. These covenants will continue in force for the benefit of the registered owners of any part of the benefited land until 31 December 2050 at which time they will expire and be no longer enforceable.
13. If a dispute or difference in relation to any covenant arises between the parties who have a registered interest under these covenants:
 - a. The party/ies initiating the dispute will provide full particulars of the dispute or difference to the other party/ies.
 - b. The parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal or any other dispute resolution techniques that may be agreed by the parties.
 - c. If the dispute or difference is not resolved within 20 working days of the written particulars being given or any longer period as may be agreed by the parties:
 - i. the dispute or difference must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - ii. The arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.