

View Instrument Details



Instrument No 12450153.4
Status Registered
Date & Time Lodged 13 May 2022 13:42
Lodged By McCutcheon, Rachel Ann
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1043631	Hawkes Bay
1043632	Hawkes Bay
1043633	Hawkes Bay
1043634	Hawkes Bay

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 Heidi Marja Oliver as Covenantor Representative on 05/04/2022 12:07 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 Heidi Marja Oliver as Covenantee Representative on 05/04/2022 12:07 PM

*** End of Report ***

Covenant Instrument to note land covenant

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

Covenantor**Anthony Gavin HEAD****Covenantee****Anthony Gavin HEAD****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 Covenant	Lots 1, 2 and 4 DP 573316 (RT 1043631, 1043632 and 1043634)	Lots 1, 2 and 4 DP 573316 (RT 1043631, 1043632 and 1043634)	Lots 1 to 4 (inclusive) DP 573316 (RT 1043631 to 1043634)

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 1].

Annexure Schedule 1

The land described as Lots 1, 2 and 4 DP 573316 (RT 1043631, 1046362 and 1043634) ("the Burdened Land") forms the Covenantor's subdivision. It is the Covenantor's intention to create for the benefit of the land described as Lots 1 to 4 DP 573316 (RT 1043631 to 1043634) ("the Benefited Land") the Land covenant set out in Schedule A over the Burdened Land **TO THE EXTENT** that the Burdened Land shall be bound by the stipulations and restrictions set out in Schedule A hereto and that the owners and occupiers for the time being of the Benefited Land may enforce the observance of such stipulations against the owners for the time being of the Burdened Land.

Schedule A

- 1 The Covenantor covenants with the Covenantee that it shall:
 - (a) Not allow temporary structures or caravans, recreational vehicles, boats, trailers or other similar vehicles or containers to be placed on the Burdened Land for the purposes of domestic occupation.
 - (b) Not bring on or allow to remain on the Burdened Land any car bodies and other non-operational/derelect vehicles of any sort.
- 2 If any dispute arises between the parties in connection with these covenants, the matter will be referred to mediation. Mediation may be initiated by either party giving notice in writing to the other and identifying the dispute whereupon the parties will agree on a mediator. If they cannot agree upon a mediator within 10 working days of such notice, then a mediator will be appointed by the President of the Arbitrators and Mediators Institute of New Zealand to act in accordance with the Mediation Protocol of the Institute;
- 3 Any dispute in respect of matters arising from this covenant which is not resolved by mediation will be referred to arbitration under the Arbitration Act 1996. The arbitration will be by one arbitrator if the parties can agree upon one, but failing agreement, an arbitrator will be appointed by the President of the Arbitrators and Mediators Institute of New Zealand.