

Form 26

Covenant instrument to note land covenant

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

Covenantor

Stuart Charles Cadwaladr Saigeman and Sarah Margaret Rosanowski

Covenantee

Stuart Charles Cadwaladr Saigeman and Sarah Margaret Rosanowski

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	LT Plan 625710	Lot 2 DP 625710 (1273217) Lot 3 DP 625710 (1273218) Lot 4 DP 625710 (1273219) Lot 5 DP 625710 (1273220)	Lot 1 DP 625710 (1273216) Lot 2 DP 625710 (1273217) Lot 3 DP 625710 (1273218) Lot 4 DP 625710 (1273219) Lot 5 DP 625710 (1273220)

Covenant rights and powers (including terms, covenants and conditions)

The provisions applying to the specified covenants are those set out in Annexure Schedule B.

Annexure Schedule B

The Covenantor shall not:

1. Commence to erect or permit the commencement or erection of any dwelling or other works on the burdened land without having first submitted the plans, site plan, and specifications to and having obtained from the Developer written approval of the same (copies of which may be retained by the Developer for later verification). In considering the plans and specifications, the Developer may require:
 - a. All dwellings and other buildings erected on the Burdened Land must be constructed of materials and in colours that are appropriate to, and in harmony with, the amenity of the rural neighbourhood.
 - b. Use of only new materials in the construction of any dwelling or other buildings erected on the Land.
 - c. Ensure that the construction and design of any outbuilding, including garages, erected on the Burdened Land are similar to or harmonious with the design and construction of the dwelling on the Burdened Land.
 - d. Not to erect more than one dwelling on the Burdened Land (but excluding an ancillary dwelling such as a granny flat as may be permitted by the current District Plan).
 - e. Not to allow any dwelling to be erected on the Burdened Land that has a total floor area, excluding garaging, of less than 100 square metres;
 - f. Not to use any form of metal roofing or siding which has not been pre-painted (excluding ZINCALUME).
2. Alter in any significant manner any plans or specifications which have been given approval as aforesaid or to deviate significantly therefrom, or to permit any significant deviation therefrom in the construction of any dwelling or other works without first obtaining the written approval of the Developer to any such change, such approval not to be unreasonably or arbitrarily withheld; and
3. Apply to the Local Authority for a building permit or proceed with the erection of any dwelling or other building on the said Burdened Land until approval has been obtained as required above and once such approval has been obtained, the Covenantor will carry out and complete the work in accordance with the plans and specifications approved by the Developer and in particular will complete exterior finishing and painting within six months from the date on which construction commences;
4. Except when the building operations are in progress, place, permit, or allow to be brought onto or remain on the said burdened land any temporary dwelling, caravan, trade vehicle, trailer, trade equipment, machinery, materials, debris, rubbish, or vehicles, of any unsightly nature unless the same are adequately garaged or screened to prevent offence to any adjoining land and to preserve the visual aesthetics of the neighbourhood.
5. Construct any fencing on the external boundaries of the Property other than a seven wire rural fence. All fences shall be maintained to a high standard to ensure that no animals shall be able to roam freely between the lots.
6. Allow rubbish or waste materials to accumulate on the Burdened Land or allow the Burdened Land to become untidy or unsightly, prior to or during construction of the dwelling or at any other time. This includes, but is not limited to, regular mowing of grass and spraying of weeds.
7. Permit any shipping container to be brought onto and kept on the Burdened Land at any time, other than for the purposes of a site shed during the period of construction.

8. Use the Burdened Land for any activity which reasonably disturbs or offends a Benefitted Land, including (but not limited to) trade or commercial business activity, bonfires, storage of unsightly vehicles or other machinery bodies, or any activity that may cause or create sprays, dust, noise or nuisance of any kind. This restrictive covenant does not extend to the parking of trade vehicles on a Property.
9. The use of motorcross bikes, firearms, archery equipment, fireworks, drones, or similar items are specifically prohibited from being used on the Burdened Land.
10. Allow the Burdened Land to be used as a boarding kennels, cattery, animal shelter, or for any other similar use. No more than two dogs shall be kept on any Burdened Land.
11. Keep any roosters or pigs on the Burdened Land.
12. Stockpile or store earth, sand, pumice or other materials on the land unless such materials are actually to be used in the construction and landscaping of a permanent dwelling or accessory building on the Burdened Land.
13. Display more than one advertisement, sign, or hoarding of a commercial nature on any part of the Lot or building, such advertisement, sign or hoarding being first approved in writing by the Developer, and which complies with relevant local authority requirements.
14. Clauses 1 to 4 shall cease to require the Developer's approval upon the Developer no longer being the registered proprietor of any of the Benefitted Land. The parties further acknowledge that any household unit and any accessory buildings built on the Lot following expiry of the obligations contained in this clause 1-4 must not detract from the standard of housing development of other Covenanting Lots (if developed) and in the surrounding neighbourhood.
15. The term "Developer" shall mean Stuart Charles Cadwaladr Saigeman and Sarah Margaret Rosanowski.