

View Instrument Details



Instrument No 12221640.4
Status Registered
Date & Time Lodged 23 September 2021 14:18
Lodged By Lee, Sarah Lilian Sophia
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1010856	Wellington
1010857	Wellington
1010858	Wellington
1010859	Wellington
1010860	Wellington

Annexure Schedule Contains 3 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 Kathy Lisa Wiltshire as Covenantor Representative on 12/10/2021 01:58 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 Kathy Lisa Wiltshire as Covenantee Representative on 12/10/2021 01:59 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Diane Margaret Pritt

Covenantee

Diane Margaret Pritt

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	--	1010856 1010857 1010858 1010859	1010856 Lot 2 LT565569 - 1010857 Lot 3 LT565569 - 1010858 Lot 4 LT565569 - 1010859 1010860

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

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

Annexure Schedule

Page 2 of 2 Pages

*Insert instrument type***Covenant Instrument****LAND COVENANTS**

The Covenantors, so as to bind the burdened land for the benefit of the benefitting land hereby covenants and agrees with the Covenantees that:

1. The Covenantor shall not place or erect or allow to be erected on the property:
 - a) Any more than one dwelling;
 - b) Any second-hand building;
 - c) Any building constructed with second hand materials on the exterior of the building;
 - d) Any relocated or previously used dwelling house or other building of any sort;
 - e) Any pre-built transportable house, unless written approval has been obtained in advance of siting the house on the property from Diane Margaret Pritt (or her agent), who shall have the authority to approve an exception to this covenant while she continues to own any lot in the subdivision. Diane Margaret Pritt's authority in this regard shall be sole and unfettered. Diane Margaret Pritt shall consider issues of quality, design and finish including any landscaping to ensure any proposed building is in keeping with the expected quality of houses anticipated in the subdivision.
2. The Covenantor shall not:
 - a) Allow any temporary building, shipping container, caravan or motorhome provided that motorhomes and caravans with current registration and warrant of fitness may be stored on the lot provided that they are not used for long term accommodation and temporary buildings may be put on site while construction of a dwelling is being carried out provided it is in association with that construction;
 - b) Permit or cause any rubbish to accumulate or to be placed upon the property;
 - c) Bring onto or allow to remain on the property any cats. Any pet animals may be kept provided that they are fenced in.
3. Following commencement of construction of the dwelling house or accessory structure on the property no building or associated works in the course of construction shall be left without substantial work being carried out for a period exceeding nine months and completion of such dwelling house or accessory structure shall not extend beyond 18 months from the date of commencement of construction.
4. The Covenantor shall keep and maintain in a tidy condition all buildings, lawns, landscaping and fencing to prevent the property becoming unsightly.

5. The Covenantor will at all times observe and perform all the covenants contained herein to the intent that each of the covenants will forever be for the benefit and be appurtenant to each of the Benefited lots and each and all of the registered owners of the Benefited lots. It is further agreed and acknowledged:
 - a) The Covenantor will only be liable for breaches of the covenants contained herein which occur while the Covenantor is the registered owner of any of the Burdened lots;
 - b) The Covenantee shall have the right to enforce the foregoing covenants;
 - c) If there should be a breach or non-observance on the Covenantor's part of any of the covenants contained herein and without prejudice to any other liability which the Covenantor may have to the Covenantee and any person or persons having the benefit of those covenants the Covenantor will upon written demand being made the Covenantee or any of the registered proprietors of any of the dominant lots, pay to the person making such demand liquidated damages in the amount of \$50,000.00 any pay interest on such liquidated damages at the current overdraft rate of the major trading banks, from the date of the demand until payment in full and will immediately rectify this said breach or non-observance;
 - d) The Covenantor will at all times indemnify and keep the Covenantee indemnified from all losses, costs, claims and demands in respect of any breach or non-observance by the Covenantor of the covenants breach.