

View Instrument Details



Instrument No 12118122.11
Status Registered
Date & Time Lodged 30 August 2021 13:43
Lodged By Needham, Michelle Rose
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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983918	Canterbury
983919	Canterbury
983920	Canterbury
983921	Canterbury
983922	Canterbury
CB48B/827	Canterbury
CB48B/828	Canterbury

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 Dominic Inglis William Fitchett as Covenantor Representative for Julie Robyn Knight, Karen Judith Knight, Sean Edward McCready on 27/08/2021 12:13 PM

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Signature

Signed by Michelle Rose Needham as Covenantor Representative for Awly Developments Limited on 30/08/2021 12:28 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 ☒

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Signed by Michelle Rose Needham as Covenantee Representative for Awly Developments Limited on 30/08/2021 12:28 PM

***** End of Report *****

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Form 26

Covenant Instrument to note land covenant

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

Covenantor

AWLY DEVELOPMENTS LIMITED (as to RT 983918, 983919, 983920, 983921 and 983922)

JULIE ROBYN KNIGHT, KAREN JUDITH KNIGHT and SEAN EDWARD MCCREADY (as to RT CB48B/827 and CB48B/828)

Covenantee

AWLY DEVELOPMENTS LIMITED (as to RT 983918, 983919, 983920, 983921 and 983922)

JULIE ROBYN KNIGHT, KAREN JUDITH KNIGHT and SEAN EDWARD MCCREADY (as to RT CB48B/827 and CB48B/828)

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	All of the Burdened Land	CB48B/827 and CB48B/828	983918, 983919, 983920, 983921 and 983922
		983918, 983919, 983920, 983921 and 983922	CB48B/827 and CB48B/828

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.

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Annexure Schedule 1

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

1. Definitions and Interpretation

1.1 Definitions

In this Covenant Instrument unless the context otherwise requires:

- 1.1.1 **Awly** means the registered proprietor of the land contained in Records of Title 983918, 983919, 983920, 983921 and 983922.
- 1.1.2 **Awly Land** means the land contained in Records of Title 983918, 983919, 983920, 983921 and 983922.
- 1.1.3 **McCready** means the registered proprietor of the land contained in Records of Title CB48B/827 and CB48B/828.
- 1.1.4 **McCready Land** means land contained in Records of Title CB48B/827 and CB48B/828.

1.2 Interpretation

In this Covenant Instrument, unless the context otherwise requires:

- 1.2.1 The singular includes the plural and vice versa.
- 1.2.2 Headings are for convenience and do not affect interpretation.
- 1.2.3 References to clauses are references to clauses of this Covenant Instrument.
- 1.2.4 Reference to either party shall include that party's executors, administrators, successors in title, and permitted assigns and, where not repugnant to the context, includes the employees, agents, licensees, invitees, contractors and any other person under the control or direction of that party.
- 1.2.5 A reference to a statute includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

2. Covenants

- 2.1 Awly covenants and agrees with McCready that Awly will at all times observe and perform the stipulations and restrictions expressed in clause 2.3 to the intent that each of the stipulations and restrictions shall, in the manner and to the extent prescribed, forever enure for the benefit of and be appurtenant to every part of the Benefited Land owned by McCready.
- 2.2 McCready covenants and agrees with Awly that McCready will at all times observe and perform the stipulations and restrictions expressed in clause 2.4 to the intent that each of the stipulations and restrictions shall, in the manner and to the extent prescribed, forever enure for the benefit of and be appurtenant to every part of the Benefited Land owned by Awly.
- 2.3 Awly shall not:
 - 2.3.1 Plant or cause to be planted any tree, plant or shrub exceeding a height of five (5) metres from the base of the tree, plant or shrub within eight (8) metres of the East/West boundary of the McCready Land and Awly Land without the prior written consent of McCready (which may be withheld in McCready's absolute discretion);

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- 2.3.2 Plant or cause to be planted any tree, plant or shrub exceeding a width of two (2) metres within eight (8) metres of the East/West boundary of the McCready Land and Awly Land without the prior written consent of McCready (which may be withheld in McCready's absolute discretion);
 - 2.3.3 Object to McCready using that part of the Burdened Land comprised in Lot 2 DP 83494 (and any lots created from that land) as a commercial horse track;
 - 2.3.4 Use that part of the Burdened Land owned by Awly for the purpose of a piggery, cattery, dog kennels, poultry farm, transport and/or contractor's depot or yard, junkyard, metal or scrap metal yard or for the outdoor storage of vehicles, equipment and machinery; and
 - 2.3.5 Further subdivide the Awly Land for a period of 10 years from 31 July 2020 and within the requirements of the district plan.
- 2.4 McCready shall not:
- 2.4.1 Object to Awly using that part of the Benefited Land owned by Awly (and any lots created from that land) as lifestyle blocks; and
 - 2.4.2 Use that part of the Burdened Land owned by McCready for the purpose of a piggery, cattery, dog kennels, poultry farm, transport and/or contractor's depot or yard, junkyard, metal or scrap metal yard or for the outdoor storage of vehicles, equipment and machinery.

3. General

- 3.1 For the purposes of this instrument, the Covenantor and Covenantee agree that this instrument binds and benefits their successors in title and also any lessee or occupier of the Burdened or Benefited Land.
- 3.2 The illegality, invalidity or unenforceability of a provision of this Covenant Instrument under any law will not effect the legality, validity or enforceability of that provision under any other law, or the legality, validity or enforceability of any other provision of this Covenant Instrument.
- 3.3 No failure to exercise nor a delay in exercising any right or remedy available to a party will constitute a waiver by that party of that or any other right or remedy available to that party under this Covenant Instrument or at law.
- 3.4 The liability of a Covenantor under this Covenant Instrument shall enure only for such period as that Covenantor is the registered proprietor of the Burdened Land or any part of the Burdened Land to the intent that no Covenantor shall be liable for breaches committed by that Covenantor's predecessors or successors in title but that Covenantor shall be and remain liable for all breaches committed in the period during which that Covenantor owns any part of the Burdened Land.

4. Enforcement

- 4.1 Where a Covenantor commits a breach of any Covenants, the Covenantee may serve a written notice on the Covenantor specifying the breach and requiring the breach to be remedied or cured within a specified period such period to be not less than ten days from the date of the Covenantee's notice.
- 4.2 At the end of the period specified in the notice referred to in clause 4.1, where the Covenantor shall have failed to remedy or cure the breach, the Covenantee shall be entitled to take such action as is necessary and expedient to enforce compliance with the Covenants.
- 4.3 In exercising its rights and powers under clause 4.1 and 4.2, the Covenantee shall be entitled to recover as a debt due from a defaulting Covenantor all costs (including solicitors costs fixed on a solicitor/own client basis) incurred by the Covenantee in securing or attempting to secure compliance with the Covenants by that Covenantor.