

View Instrument Details



Instrument No 12513672.16
Status Registered
Date & Time Lodged 19 July 2022 16:46
Lodged By Gray, Amy Frances
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
981695	North Auckland
981696	North Auckland
981697	North Auckland
981698	North Auckland
981699	North Auckland
981700	North Auckland
981701	North Auckland
981702	North Auckland
981703	North Auckland
981704	North Auckland
981705	North Auckland
981706	North Auckland
981707	North Auckland
981708	North 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 Javlyn Deidre Swan as Covenantor Representative on 15/07/2022 12:22 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 Javlyn Deidre Swan as Covenantee Representative on 15/07/2022 12:22 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

PAPAROA COMMUNITY CHARITABLE TRUST

Covenantee

PAPAROA COMMUNITY CHARITABLE TRUST

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 required

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 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62 and 63 DP 558688 (RT 981695, 981696, 981697, 981698, 981699, 981700, 981701, 981702, 981703, 981704, 981705, 981706, 981707, 981708)	Lots 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62 and 63 DP 558688 (RT 981695, 981696, 981697, 981698, 981699, 981700, 981701, 981702, 981703, 981704, 981705, 981706, 981707, 981708)

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

Page 2 of 4 Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

Definitions and Interpretation

For the purposes of this land covenant:

"Covenantee"	means the registered Owners of the Benefited Land in Schedule A
"Covenantor"	means the registered Owners of the Burdened Land in Schedule A
"Common Land"	means Lot 64 Deposited Plan 558688, the area labelled "L" on Lot 63 Deposited Plan 558688, and the area labelled "M" on Lot 65 Deposited Plan 558688.
"Developer"	Paparoa Community Charitable Trust or such other entity or person(s) as it may appoint in writing
"Development"	means the Developer's development at 113 Franklin Road, Paparoa to be completed in accordance with Resource Consent RM170414 (including any variations) as issued by the Kaipara District Council.

The registered owner of the Burdened Land from time to time ("the Covenantor") shall:

1. Ensure there is no improper, offensive or unlawful use of any Common Land or amenities on the Common Land.
2. Not fetter, obstruct or impede the use of any Common Land or amenities on the Common Land.
3. Only allow visitors, contractors or invitees to park in the common parking areas.
4. Not park vehicles, boats or trailers on the Common Land except in the designated parking areas.
5. Not remove or alter the landscaping within the Common Land and effluent disposal area without permission.
6. Ensure that at least one resident of the Burdened Land shall be sixty (60) years of age or older, but a spouse of the elder resident can be younger than sixty years of age. It is permitted to transmit ownership and/or occupancy rights to a widow or widower spouse younger than sixty years of age. Notwithstanding the stated age limit, the Burdened Land may be owned and/or occupied by a person who may require similar housing arrangements caused by the person's physical or mental capabilities.
7. Not allow more than two persons to permanently reside on the Burdened Land.
8. Not drop any litter in or on the Common Land or amenities on the Common Land.
9. Not do anything that detracts from the attractiveness or state of repair of the Common Land or amenities on the Common Land.
10. Not make or permit any undue noise on the Burdened Land. Noise levels will not exceed those permitted by the relevant Residential Zone rules in the District Plan.

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11. Ensure that any person who consumes intoxicating liquor within the Burdened Land and/or the Common Land shall ensure that all laws governing the consumption of intoxicating liquor are complied with.
12. Not burn any material or substances on the Burdened Land or the Common Land, except for heating purposes in a properly consented fire-place, or do anything which may cause a fire hazard or contravene fire regulations.
13. Not dispose of any rubbish on the Burdened Land or the Common Land except into bins or receptacles for removal on usual days by local authority or by independent contractors. Properly constructed compost bins are permitted provided they do not attract vermin.
14. Exercise due care and responsibility with regard to what enters the sewage system and will not allow unsuitable items to enter the system.
15. Keep the Burdened Land and the Common Land and all improvements (including chattels and fences) in a well maintained and attractive condition.
16. Adequately insure the buildings on the Burdened Land. In the event of damage to the buildings or infrastructure on the Burdened Land, the Covenantor shall promptly arrange repair to a good standard. In the event of total loss, the Covenantor shall promptly arrange for the Burdened Land to be cleared of debris.
17. Not commence construction of any dwelling, accessory building or fence on the Burdened Land, without first submitting to, and obtaining the written approval of, the Developer to the plans of such dwelling, building or fence (which are intended to be submitted for building consent). Such plans shall include full details of the materials, finish and exterior colour schemes to be used. Any variation to or derivation from the approved plans not approved by the Developer will be a breach of this clause. Such approval will not be unnecessarily withheld, but shall require the broad building guidelines contained herein to be met.
18. Ensure all dwellings whether new, rebuild or alterations include wheel chair accessibility, be on a single level, have internally accessed garaging for at least one vehicle and have no more than two bedrooms (but additional rooms can be allowed for hobby or study rooms). Ramps are to be utilised in preference over steps. Mirrored glazing shall not be permitted. Exterior floodlights shall not be permitted. Directional security lighting and safety lighting for illumination of steps and footpaths are permitted. Wherever possible the house shall be designed and constructed to maximise energy gains from the sun, particularly in the winter season; and conversely to provide suitable shading of mid-day sun, particularly in the summer season. Plumbing fittings shall include devices to efficiently use water.
19. Ensure that all footpaths and vehicle driveways shall be of concrete or similar permanent hard surfacing.
20. Ensure that any garages or ancillary buildings shall be designed and constructed to complement the dwelling regarding location, design and finish.
21. Not plant or allow to grow on the Burdened Land any trees that grow in a large and spreading habit.
22. New buildings of durable and low maintenance materials are preferred. New buildings are favoured in preference to relocated older buildings. Should a relocated older building be required, the exterior of this building shall be finished to a good standard with an as new appearance within six months of the building being delivered to the property. Building and construction work shall be kept to as short a period of time as possible to minimise the disruption. No construction work on any given Title is to extend beyond a twelve month period.
23. Not allow boundary fencing to exceed 900mm in height.

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24. Unless otherwise included in the Levy charged by the Society, each Owner shall pay all rates, taxes, charges and other outgoings payable on their respective property.

25. Not keep any animal, bird or pet on the property unless authorised by the Developer.

Penalties for non-observance and enforcement

1. If there is a breach or non-observation by the Covenantor of any of these covenants, then without prejudice to any other liability the Covenantor may have to the Covenantee and the Developer, or any other person or persons having the benefit of the stipulations and restrictions, the Covenantor will, upon written demand made by the Covenantee or the Developer:

- a. Immediately take all steps necessary to remedy the breach or non-observance as required by the Developer or Covenantee including but not limited to permanently removing from the land any improvement, structure, object, animal or plant or other cause of any breach or non-observance of the covenants;
- b. Immediately upon receipt of a written demand for payment pay to the Developer or Covenantee or person making such demand as liquidated damages the sum of \$500.00 per day for every day or part day that such breach or non-observance continues from and after the date upon which written demand is made; and
- c. Pay on demand the Developer or Covenantee's costs incurred in respect of the default and any enforcement or attempted enforcement of the Developer or the Covenantee's rights, such costs to include but not be limited to legal costs on a solicitor client basis;
- d. Pay interest at the rate of 15% per annum on any money which may be demanded and not paid, such interest to accrue from the date of the demand until the date it is finally received by the Developer or Covenantee.

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