

View Instrument Details



Instrument No 12521437.1
Status Registered
Date & Time Lodged 29 July 2022 13:36
Lodged By Overton, Jennette Ellen
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
981709	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 29/07/2022 01:19 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 29/07/2022 01:19 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Paparoa Community Charitable Trust

Covenantee

Manaaki Circle Owners Association Incorporated

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

Schedule, if required

Continue in additional Annexure

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Positive and Restrictive Covenant	N/A	Lots 50-63 inclusive and Lot 65 on Deposited Plan 558688 (RTs 981695, 981696, 981697, 981698, 981699, 981700, 981701, 981702, 981703, 981704, 981705, 981706, 981707, 981708, 981709)	In Gross

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

BACKGROUND

- A. Paparoa Community Charitable Trust ("Developer") developed the property known as Paparoa Lifestyle Village situated at 113 Franklin Road, Paparoa ("the Development") formerly comprised in Record of Title 910303.
- B. The Development includes a number of Lots that are owned by the Covenantor and used by the owners of the Burdened Land as communal lots.
- C. The Developer has established the Covenantee for the purpose of owning and administering the communal lots and facilities within the Development, , and has entered into this land covenant to ensure that the owners of the Burdened Land become and remain a member of the Covenantee for so long as they continue to be the registered owner of one of the lots making up the Burdened Land.
- D. The registered proprietor for the time being of the Land will be required to become and, for so long as the registered proprietor continues to be the registered proprietor of the Land, remain a member of the Association and abide by the Rules of the Association.
- E. The Covenantor has agreed to encumber this land for the better performance of the obligations of the registered proprietor from time to time of the Land to the Association.

OPERATIVE PART

1. Interpretation

- 1.1 In this Covenant Instrument, unless the context otherwise requires:

Covenantor means the registered proprietor of the Land or any part of the Land from time to time, but only for so long as the Covenantor is the registered owner;

Land means Lots 50-63 inclusive (each holding a 1/14th share of Lot 64 on Deposited Plan 558688), and Lot 65, comprised in Records of Title 98167 to 981709 (inclusive).

Rules means the rules and bylaws contained in the registered constitution of the Association, from time to time;

All other defined terms shall have the meaning given to them in the Rules.

2. Covenants

- 2.1 The Covenantor covenants for itself and its successors in title with the Association that:
 - 2.1.1 The Covenantor shall cede authority in respect of their 1/14th share of Lot 64 Deposited Plan 558688 to the Covenantee;
 - 2.1.2 Upon becoming registered as proprietor of the Land the Covenantor will immediately join (and be deemed to Join) the Association as member;
 - 2.1.3 So long as the Covenantor is a registered proprietor of the Land, (and not otherwise) the Covenantor will at all times remain a member of the Association;

- 2.1.4 The Covenantor will promptly pay to the Association all levies and other proper charges levied by the Association in respect of the Covenantor's membership of the Association and the Covenantor's Land;
- 2.1.5 The Covenantor will be bound by and will comply with and perform the Rules of the Association as a member;
- 2.1.6 The Covenantor covenants and agrees that the Association will procure and maintain a comprehensive insurance policy for all the improvements and Common Facilities on the Covenantor's Land on a collective basis in accordance with the Rules;
- 2.1.7 Prior to transferring ownership of the Land or any part of it, the Covenantor shall procure that the purchaser of such Land enters into, executes and delivers to the Association a deed of covenant in favour of the Association, pursuant to which the purchaser covenants to become a member of the Association contemporaneously with the transfer of the Land, to remain a member of the Association, and to observe and perform the obligations of a member as set out in the Rules.
- 2.1.8 Immediately following the settlement of any sale of the Land or any part of it, the Covenantor will give notice of the sale (including particulars of the name and address of the purchaser) to the Association.
- 2.1.9 The Covenantor shall be deemed to have resigned from the Association when that member is no longer a registered owner of the Land, provided that such resignation shall not relieve a person of any obligation or liability arising before that person ceased to be a member.
- 2.1.10 The Covenantor will not take any steps whatsoever, including, without limitation, pursuant to section 317 of the Property Law Act 2007 to have this covenant revoked, cancelled, surrendered, discharged, lapsed or otherwise removed from the title to the Land and will not support any such steps being taken by a third party.

3. Breach

- 3.1 In the event that the Covenantor is in breach of one or more of the covenants in clause 2, the defaulting Covenantor shall:
 - a. On receiving reasonable notice from the Association, remedy any breach capable of remedy on the terms and conditions imposed by the Association; and/or
 - b. Where damage has been caused by the Covenantor on any part of the Land, make good such damage.
- 3.2 Where the Covenantor fails to remedy a breach of the Rules within the time period specified by the Association, the Association shall be entitled to recover all costs associated with the Associations enforcement and remedy of the Covenantors default (including management and administration fees reasonably incurred) and otherwise in accordance with the Rules.
- 3.3 The Covenantor shall be entitled to lodge a caveat against the record of title of the lot in breach, to protect the sum of any unpaid debt owing to the Covenantor on the basis that any unpaid debt shall be determined to constitute a contractual charge over the Covenantor's lot owing to the Covenantor until such time that any debt is fully discharged or otherwise satisfied.

- 3.4 If the Covenantor and/or the tenant of the Covenantor fails to remedy the breach within the timeframe specified by the Covenantee, the Covenantee may take whatever legal action it or they consider necessary to remedy the breach.
- 3.5 All expenses and costs incurred in enforcing the covenants of clause 2 will constitute a debt due that shall be a charge against the lot of the Covenantor who is in breach of the covenants and shall be recoverable as liquidated damages.