

View Instrument Details



Instrument No 12611069.1
Status Registered
Date & Time Lodged 16 November 2022 15:09
Lodged By Simon, Gregory John
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1021939	North Auckland
1021940	North Auckland
1021941	North Auckland
1021942	North Auckland
1021943	North Auckland
1021944	North Auckland
1021945	North Auckland
1021946	North Auckland
1021947	North Auckland

Annexure Schedule Contains 6 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 Gregory John Simon as Covenantor Representative on 16/11/2022 03:08 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 Gregory John Simon as Covenantee Representative on 16/11/2022 03:08 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Ceta Russell Road Limited

Covenantee

Russell Terraces Residents' Association Incorporated

Grant of Covenant

The Covenantor, being the registered owner of the Burdened Land, covenants with the Covenantee as set out in the Annexure Schedule with the rights and powers set out in that schedule.

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of covenant	Legal description	Burdened Land (identifiers)	Benefitted Land or in gross
Land covenant	Lots 1 -9 on deposited plan 568433	1021939 - 1021947	In gross

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions:** In this instrument, unless the context indicates otherwise:

Burdened Land is the land owned by the Covenantor described as the Burdened Land;

Covenantee is Russell Terraces Residents' Association Incorporated and its successors and includes its agents, employees, contractors, licensees and invitees;

Covenantor is the registered proprietor for the time being of the Burdened Land to which the Covenant is subject and includes its agents, employees, contractors, tenants, licensees and invitees and includes its successors in title as registered proprietors of the Burdened Land.

1.2 **Interpretation:** In this instrument, unless the context indicates otherwise:

- (a) **Defined Expressions:** expressions defined in the main body of this instrument have the defined meaning throughout this instrument, including the background;
- (b) **Headings:** clause and other headings are for ease of reference only and will not affect this instrument's interpretation;
- (c) **Parties:** references to any **party** include that party's executors, administrators, successors and permitted assigns;
- (d) **Persons:** references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (e) **Plural and Singular:** references to the singular include the plural and vice versa;
- (f) **Clauses/Schedules/Attachments:** references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this instrument. Each such schedule and attachment forms part of this instrument;
- (g) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (h) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done; and
- (i) **Joint and Several Obligations:** where two or more persons are bound by a provision in this encumbrance that provision will bind those persons jointly and each of them severally.

2. **BACKGROUND**

2.1 The Covenantee is registered as owner of the Burdened Land.

2.2 The Covenantee and any successors in title to the Burdened Land are bound to perform the Covenants for the benefit of the Burdened Land.

3. COVENANTS

The Parties covenant with each other to perform the obligations in the Annexure Schedule.

4. COSTS

The Covenantee shall pay all costs directly or indirectly attributable to the enforcement of this covenant.

ANNEXURE SCHEDULE

It is the Covenantee's intention to create the land covenants set out in this Covenant Instrument (Covenants) with the intent that the Covenantor shall be bound by the stipulations and restrictions set out in the Covenants.

The Covenantor covenants with the Covenantee to observe and perform the following agreements, stipulations and restrictions:

1. Where a fence has been defaced, damaged, destroyed or removed, the Covenantor must repair, restore or replace the fence, as the case may be, using the same materials or substantially the same materials as the original fencer, painted in the same colour as the original fence and adopted the same or similar design as the original fence.
2. The Covenantor shall not materially alter the appearance of the exterior of the dwelling or other building or structure on any part of the Land including (but not limited to) painting or causing to be painted or otherwise coloured or stained the exterior of any dwelling or other building or structure with any colour which materially deviates from the original colour of the dwelling. If the dwelling shares a common wall or walls with another dwelling the Covenantor shall only be entitled to paint the exterior of the dwelling with the exact same colour with which the dwelling was originally painted and shall not replace the garage doors with any different materials or products, including (but not limited to) replacing two single garage doors with one double garage door and adding a loft or other structure to the dwelling or other building or structure.
3. The Covenantor shall keep the front and rear yard in a neat and tidy condition and shall not permit the excessive growth of grass, weeds or plants and shall not install artificial grass on the Burdened Land nor allow climbing plants to grow on the boundary fences. If the Covenantor fails to comply with these requirements, the Covenantee may enter the Burdened Land and at the expense of the Covenantor take whatever action it considers necessary to remedy the default.
4. The Covenantor shall maintain all existing planting and is encouraged to create and tend one or more vegetable gardens and plant fruit trees and shall keep them tidy, healthy and well maintained.
5. The Covenantor shall ensure that no additional impermeable surface, for example but without limitation, concrete, tiles, bricks, blocks, decking, gravel, stone or shell products, is permitted.
6. The Covenantor shall ensure that any vegetation (other than a tree) in the front of the Burdened Land shall not exceed 1.2 in height, that any hedges on the Burdened Land are pruned and maintained at that height, that if a hedge is destroyed or removed it is replaced with a hedge similar to the damaged or removed hedge, that if a tree is destroyed or removed it is replaced with a tree similar to the damaged or removed tree, any tree less than 4 metres high is not trimmed and that any tree higher than 4 metres high is not trimmed below 4 metres in height.
7. The Covenantor shall not permit any sign or hoarding to be erected on the Burdened Land except temporary signage relating to the marketing of the Burdened Land the size of which shall not be greater than 1,200mm x 800mm.
8. The Covenantor shall not bring or allow to remain on the Burdened Land any vehicle, equipment, machinery or rubbish (inorganic or organic) which is unsightly nor place or leave any immobile or broken down vehicles on the Burdened Land.

9. The Covenantor shall pay a fair share of the cost of rubbish collection to be advised to it from time to time by the Association.
10. The Covenantor shall not park or permit guests, residents, invitees or contractors to park any vehicle on the Burdened Land apart from on a properly constructed driveway or parking bay.
11. The Covenantor shall not without the previous written consent of the Covenantee erect, install, construct or place or permit to be erected, installed, constructed or placed on the Burdened Land any building, garage, carport, caravan, hut, shed, tent or other structure or appliance of any kind including any house extension, sunroom or conservatory.
12. The Covenantor shall not install or place or permit to be installed or placed on the exterior of the dwelling at the Burdened Land an alarm system of any kind. The Covenantor may install an internal alarm system provided that the internal alarm system or device has no speakers, noise or nuisance-creating device or devices attached to the exterior of the dwelling erected at the Burdened Land.
13. The Covenantor shall not install, erect or attach, or permit to be installed, erected or attached, at the Burdened Land any air-conditioning unit or other similar appliance used to monitor or control the temperature, humidity or climate within a dwelling, or any water tank or any other appliance or equipment that may be visible from any road or pathway.
14. Where the dwelling on the Burdened Land is constructed so that it abuts the boundary of a neighbouring Burdened Land, the Covenantor must, on reasonable notice being given, allow the owner of the neighbouring Burdened Land and their workers and consultants reasonable access to the Burdened Land for the purpose of maintaining or repairing the exterior wall of the dwelling, and other parts of the dwelling, if access from the Burdened Land is reasonably required to perform those works.
15. The Covenantor acknowledges that where the dwelling on the Burdened Land is constructed so that it abuts the boundary of a neighbouring Burdened Land, the eaves or spouting or other parts of the dwelling on that neighbouring Burdened Land may overhang the boundary of the Burdened Land. The Covenantor shall allow the owner of the neighbouring Burdened Land reasonable access to inspect or repair those parts of the dwelling on the neighbouring Burdened Land (the neighbouring Burdened Land owner exercising the right considerably and immediately making good any damage caused to the Burdened Land as a result of the exercise of the right) and shall not bring any proceeding, action or claim against the owner of the neighbouring Burdened Land for the removal of, or compensation for, the eaves or spouting or other parts of the dwelling on that neighbouring Burdened Land may overhang the boundary of the Burdened Land.
16. The Covenantor shall ensure that any television aerials, antenna or satellite dishes are installed only at the rear of the Burdened Land below the apex of the roof so that no part of any television aerials, antenna or satellite dishes are visible from the road.
17. The Covenantor shall not erect, install or placed, or allow to be erected, installed or placed, on the Burdened Land any washing or clothes line that would be visible from the road.
18. The Covenantor shall not place in the front of the Burdened Land any temporary clothes dryer, clothes airer or clothes horse of any type.
19. The Covenantor shall only place outdoor furniture (which includes, but is not limited to, tables, chairs, umbrellas, benches, hammocks, sun-lounges and BBQs) of a reasonable standard in the front of the Burdened Land.

20. Where any mailbox on the Burdened Land has been defaced, damaged, destroyed or removed, the Covenantor shall arrange for it to be repaired, restored or replaced.
21. If any graffiti is carried out on the Burdened Land the Covenantor shall remove the graffiti and rectify any damage caused by the graffiti, within 48 hours of the graffiti being carried out.
22. The Covenantor shall ensure that at all times the roof and exterior (including any cladding) of the dwelling on the Burdened Land together with any paved or sealed areas are kept in a clean and tidy condition, which may include (without limitation) chemical treatment, water-blasting, repainting, staining or otherwise re-treating all surfaces as previously treated, as and when required.
23. If the dwelling on the Burdened Land or any part of it is destroyed or damaged by any cause whatsoever, the Covenantor shall rebuild the dwelling or other building or structure to substantially the same specifications and using materials which do not materially differ from the original materials used.
24. The Covenantor agrees that, on becoming registered as proprietor of any part of the Burdened Land, the Covenantor shall immediately join (or shall be deemed to have joined) the Association as a member.
25. The Covenantor shall at all times behave in a manner which is lawful and considerate of other Covenantors in the development comprising the Burdened Land and shall comply with all directions of the Association.
26. The Covenantor agrees to 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.
27. The Covenantor agrees to be bound by and comply with the constitution of the Association, including its bylaws.
28. Except where a contrary intention appears references to:

Covenantor is to the Covenantor and its successors in title to the Burdened Land and the terms of this Covenant Instrument shall bind the Covenantor only for so long as the Covenantor is registered proprietor of the Burdened Land;

Association is Russell Terraces Residents' Association Incorporated.