



View Instrument Details

Instrument No	13180370.5
Status	Registered
Lodged By	Braddock, Jacquelyn Rae
Date & Time Lodged	11 Feb 2025 17:19
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
1199167	Wellington
1199168	Wellington
1199169	Wellington
1199170	Wellington
1199171	Wellington
1199172	Wellington
1199173	Wellington
1199174	Wellington

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 Jacquelyn Rae Braddock as Covenantor Representative on 11/02/2025 05:15 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 Jacquelyn Rae Braddock as Covenantee Representative on 11/02/2025 05:16 PM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6263
COVENANT INSTRUMENT TO NOTE LAND COVENANT
 Sections 116(1)(a) & (b) Land Transfer Act 2017

**Covenantor**Surname(s) must be underlined or in CAPITALS.**L C BUILDERS LIMITED****Covenantee**Surname(s) must be underlined or in CAPITALS.**L C BUILDERS LIMITED****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, building and fencing covenants		Lots 1- 7 DP 607850 (RoT 1199167; 1199168; 1199169; 1199170; 1199171; 1199172; 1199173)	Lots 1- 7 DP 607850 (RoT 1199167; 1199168; 1199169; 1199170; 1199171; 1199172; 1199173) and Lot 100 DP 607850 (RoT 1199174)

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 **B** _____].

Annexure Schedule

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Insert instrument type

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*Continue in additional Annexure Schedule, if required***Schedule B****1. Construction of a Residence**

- a) The Covenantor must not construct or erect on the Burdened Land anything other than one dwellinghouse and ancillary buildings constructed from new materials. Ancillary buildings may include a minor dwelling which may be approved by the Local Authority, one shed or workshop to be no larger than the main dwellinghouse, an animal shelter, woodshed and garden shed being no more than 30 square metres each.
- b) The Covenantor must not commence or enter into any agreement for the construction of a dwellinghouse and associated ancillary buildings on the Burdened Land without first submitting the plans and specifications to L C Builders Limited for plan acceptance and written approval of such plans and specifications ("plan acceptance"). If L C Builders Limited are no longer a registered owner of any lots which have derived out of Deposited Plan 607850 then the issue by the Local Authority of a building consent for the construction of a dwellinghouse and ancillary buildings on the Burdened Land shall be deemed plan acceptance provided that the proposed construction complies with the covenants herein
- c) The Covenantor must not permit any deviation from plans and specifications approved by L C Builders without the further written consent of the L C Builders Limited to such deviation, which consent shall not be unreasonably or arbitrarily withheld.
- d) The Covenantor must complete the construction of the dwellinghouse within two (2) years from the date of plan acceptance or within two (2) years from the date on which any on-site work begins, which includes any on site earthworks, whichever is the latest.

2. Restrictions on Construction**2.1** The Covenantor must not:

- a) Erect any building within a distance of five metres from any Burdened Land boundary.
- b) Allow at any time any shipping containers to remain on the Burdened Land permanently
- c) Allow any temporary dwelling to remain on the Burdened Land after construction of the dwellinghouse has been completed.

<p>If this annexure schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.</p>

Annexure Schedule

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Continue in additional Annexure Schedule, if required

- d) Allow any caravan, trade vehicle, unregistered motor vehicles or other equipment and materials to be brought onto the Burdened Land following completion of the dwellinghouse unless the same are garaged or screened and out of sight from neighbouring properties

3. Roof Cladding/Exterior Cladding

- 3.1 The dwelling and ancillary buildings erected on the Burdened Land are to be constructed with new permanent materials.
- 3.2 No unpainted roofing iron or garage doors will be permitted.
- 3.3 All exterior cladding, painting and decorating to be in a neutral palette.
- 3.4 No recycled or second-hand materials are to be used in the construction or erection of a dwellinghouse and ancillary buildings **provided however** that in the case of any subsequent alteration, addition to or refurbishment of any fully completed dwellinghouse or ancillary building recycled or second hand materials may be used where the use of such materials results in maintaining and keeping the exterior appearance of the buildings the same

4. Minimum Floor Area

- 4.1 A minimum ground floor area of that part of the dwellinghouse that comprises the enclosed living areas of the dwellinghouse (including any integral garaging), but excluding other ancillary buildings and other improvements shall not be less than 200 square metres.

5. Garage/Ancillary Buildings

- 5.1 Except as may be approved by the Local Authority in the case of a minor dwelling, the Covenantor must not utilise any garage, ancillary building or caravan or other vehicle or other form of shelter as a means of providing supplementary accommodation to a dwellinghouse

6. Driveway/Accessway to Lot

- 6.1 The Covenantor shall not construct any vehicle access which does not have a permanent surface of concrete, concrete block, brick paving or tar sealing for a minimum of five metres from the front boundary of the Burdened Land. Thereafter any metalled area shall have solid concrete or timber nib edging
- 6.2 Such vehicle access works are to be completed no later than 12 months from the date on which the code compliance certificate for the dwellinghouse issues.
- 6.3 The Covenantor shall not park or permit to be parked large motorised vehicles or trade vehicles overnight within the formed road carriageway adjacent to and/or in the vicinity of the Burdened Land.

7. Fencing

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Continue in additional Annexure Schedule, if required

- 7.1 The Covenantor has erected wooden fences on the front boundaries and side boundaries of the Burdened Land, the Covenantor will not:-
- 7.1.1 Paint or stain the fences with the intention that the fences are to be left to weather naturally so as to retain uniformity with neighbouring lots and enhance the landscape of the area generally
- 7.1.2 Do any other act or thing or allow to be done any act or thing that may otherwise materially alter the appearance or condition of the fencing
- 7.1.3 Modify, alter or change the fencing other than (natural weathering excepted) as may be required to keep the fencing in good repair and condition
- 8. Section Maintenance**
- 8.1 The Covenantor must ensure that the Burdened Land and any Council owned frontages to the Burdened land are kept in a neat and tidy condition and maintained free from long grass, weeds, rubbish, builder's waste or other substances before, during and after construction of any dwellinghouse and ancillary buildings.
- 9. Occupation of Dwellinghouse**
- 9.1 The dwellinghouse constructed on the Burdened Land must not be occupied until all exterior claddings to the building are completed and fully decorated and the code compliance certificate issued for the dwellinghouse.
- 10. Boundary Fencing**
- 10.1 L C Builders Limited are not liable to pay for or contribute towards the expense of erection or maintenance of any fence between the Burdened Land and any contiguous land of L C Builders Limited but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land.
- 11. General Covenants**
- 11.1 The Covenantor must not use the dwellinghouse, ancillary buildings or the Burdened Land generally for any commercial purposes save that a home based small business shall be allowed providing that it does not cause annoyance or nuisance to neighbours. No manufacturing, engineering or mechanics business shall be permitted.
- 11.2 The Covenantor will be allowed to keep certain animals such as cats, dogs, sheep, chickens on the Burdened Land provided that they do not cause a nuisance or annoyance to the owners or occupiers of neighbouring properties.
- 11.3 The Covenantor will not be allowed to keep pigs, roosters, turkeys or peacocks on the Burdened Land.
- 12. Covenantees Indemnity**

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Annexure Schedule

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Continue in additional Annexure Schedule, if required

12.1 The Covenantor agrees that it will at all times hereafter save harmless and keep indemnified the Covenantee from all proceedings, costs, claims and demands in respect of any breaches by the Covenantor of any of the covenants and restrictions hereinbefore on the Covenantor's part contained or implied.

13. Enforcement of Covenants

13.1 The Covenantee shall not be required or obliged to enforce all or any of the covenants, stipulations or restrictions contained herein nor be liable to the Covenantor for any breach thereof by any other of the registered owners from time to time of the other Lots which are subject to the within covenants.

14. Damages for Breach

14.1 Where the Covenantee or any party to these covenants is required to expend money to make good any damage or loss caused by a breach of these covenants by a Covenantor (or guests, servants, employees, agents, invitees, tenants or licensees of the Covenantor), the Covenantee shall be entitled to recover the amounts they expended as a debt in any action in any Court of competent jurisdiction and such sum may include all costs howsoever incurred including the professional and legal costs calculated on a solicitor/client basis.

14.2 Should the Covenantor be in breach of these covenants, they may be served written notice by the Covenantee or any other party to these covenants requiring them to remedy the breach of the covenants within seven (7) days of receipt of the notice in writing. Upon the expiry of seven (7) days a penalty sum of \$100.00 per day shall be payable by the Covenantor until such time as the breach is remedied. The Covenantee or other party serving the notice will in addition be entitled to recover all costs incurred including all professional and legal costs calculated on a solicitor/client basis and to exercise any other remedies available.

15. Consent and Acknowledgement

15.1 The covenants set out herein shall automatically expire as to any lots of Burdened Land that are required to vest as road or reserve in any subsequent subdivision upon approval as to survey of such subsequent subdivision plan by Land Information New Zealand.

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