



View Instrument Details

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Lodged By Grant, Jannah Amy
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Toitu te
Land whenua
Information
New Zealand



Affected Records of Title	Land District
899015	Wellington
899016	Wellington
899017	Wellington
899018	Wellington
899019	Wellington
899020	Wellington
899021	Wellington
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899030	Wellington
899031	Wellington
899032	Wellington
899033	Wellington
899034	Wellington
899035	Wellington

Annexure Schedule Contains 10 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 Stephen John Davies as Covenantor Representative on 13/12/2019 12:37 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 Stephen John Davies as Covenantee Representative on 13/12/2019 12:38 PM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Parklane Infrastruct Limited

Covenantee

Parklane Infrastruct 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 required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Restrictive Covenant	538699	899015 to 899035 (inclusive)	899015 to 899035 (inclusive)

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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].

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Annexure Schedule

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BACKGROUND

- A. Parklane Infrastruct Limited is completing the Development as a modern, well designed subdivision and wishes to protect the visual concept and integrated appearance of the Development.
- B. For this purpose, it is desirable that Parklane Infrastruct Limited maintains a certain degree of supervision and control in relation to the nature and type of construction to be erected on each of the Lots during the initial 5 years of the Development and that after 5 years Owners maintain the integrated appearance of the Development.
- C. In recognition of this, the Owners agree that land covenants will be registered on all titles to the Lots.

COVENANTS**1. Use of the Burdened Land****1.1. Each Owner:**

- 1.1.1. Must not permit any abandoned or unused vehicle to be placed on or remain on the Burdened Land.
- 1.1.2. Must not erect, install, construct, place or permit to be erected, installed, constructed or place any air-conditioning unit or similar climate control appliance in the front yard.
- 1.1.3. May erect a single garden shed in the rear yard provided such garden shed is no greater than 2 metres in height, has a floor area of no greater than 10m² and complies both with all applicable regulatory requirements.
- 1.1.4. Must, if any letterbox is defaced, damaged, destroyed or removed, ensure that within 15 working days they arrange for the repair, restoration or replacement of the letterbox.
- 1.1.5. Must not allow any sign to be erected in the front yard or any side yard of the Burdened Land except for a temporary "For Rent" or "For Sale" sign.
- 1.1.6. Must ensure that any solar collectors or hot water tanks, or other rooftop mechanical equipment, is integrated with the roof design so as to be as unobtrusive as possible.

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- 1.1.7. Must ensure that any television aerials, antenna and/or satellite dishes (of any type) are installed at the rear of the dwelling constructed on the Burdened Land below the apex of the roof so that they are not in full view of either the road of the front yard and that they do not extend higher than 2 metres above the roofline.
- 1.1.8. Must not permit any aerial or satellite dishes on the Burdened Land that is greater than 1 metre in diameter.
- 1.1.9. Must not erect, install, attach, place or permit to be erected, installed, attached or placed any permanent clothes or washing line or lines in the front yard, on the drive way or the path way.
- 1.1.10. Must not place or permit to be placed any temporary clothes dryer or clothes horse in the front yard, drive way or path way on the Burdened Land.
- 1.1.11. Must ensure that all roof cladding materials are coloured in keeping with the predominant colours of the Development so as to maintain an integrated appearance and, if using a steel profile, is factory pre-painted.
- 1.1.12. Must not plant any tree, shrub or other plant or allow any plant in the rear yard to grow to a height greater than 5 metres.
- 1.1.13. Must not seal the whole or any part of the front yard in non-permeable material except for the driveway immediately in front of any garage located on the Burdened Land and pedestrian pathways.
- 1.1.14. Must not allow any vehicles to be parked on any part of the front yard other than on the driveway immediately in front of any garage located on the Burdened Land.
- 1.1.15. Must not bring or permit to be brought onto the front yard (other than in the course of construction) any materials, debris, rubbish, vehicle body parts or any items of an unsightly nature.
- 1.1.16. Must not allow any vehicle to be parked on any part of the rear yard or the road reserve other than on a properly constructed driveway or parking bay.
- 1.1.17. Must not use the Burdened Land or permit the same to be used for any trading or commercial purposes.

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1.1.18. Must not erect, construct or place on the said land, or allow to be erected, constructed or placed on the Burdened Land, any dwelling house which is not a new residential dwelling house. The exterior cladding shall consist entirely of any one or more of the following materials:

- (a) Kiln fired or concrete brick;
- (b) Stucco finish on fibrous sheet or polystyrene, concrete block or solid concrete;
- (c) Stone;
- (d) Timber;
- (e) Metal laminate on solid timber.

1.1.19. Must not permit the construction of any dwelling house on the Burdened Land to take more than a period of 12 months from the commencement of construction of that dwelling house.

1.1.20. Must not allow any building in the course of construction to be left without substantial work being carried out in it for a period of 2 or more months.

1.1.21. Must not allow any rubbish, including garden or household waste, to accumulate or be placed on the Burdened Land, or permit any excessive growth or grass so that it exceeds 100mm in height, or otherwise becomes unsightly.

1.1.22. Must not remove any soil from the Burdened Land except as shall be necessary for the construction of the dwelling and ancillary buildings.

1.1.23. Must not allow any second hand or relocated dwelling or building structure whatsoever to be erected on the Burdened Land.

1.1.24. Must not subdivide or cross-lease the Burdened Land or erect or allow to be erected on the Burdened Land, any building, other than one family dwelling with integrated garaging.

1.1.25. Must not construct any building with a gross floor area, including garages, of less than 180m² for a single dwelling house, unless approved otherwise in writing by Parklane Infrastruct Limited.

1.2. The final colour of the exterior cladding of those areas of the dwelling house predominantly facing all road frontages is to be of passive or non-vibrant colours, unless otherwise approved in writing by Parklane Infrastruct Limited.

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- 1.3. All dwelling house plans and siting of the dwelling house is to be approved in writing by Parklane Infrastruct Limited prior to application for a Building Consent, and/or commencing site works, pegging out or preparatory work on site for the erection of such a dwelling house. In determining whether or not to approve the plans and specifications, Parklane Infrastruct Limited will take into account both the appearance of the proposed dwelling and the appearance of other dwellings in close vicinity to the said dwelling house to the intent there should be a range of style, design and appearance of dwellings within the subdivision.
- 1.4. The written approval by Parklane Infrastruct Limited is for subdivision standard control purposes only and implies no warranty as to the product, design, quality or suitability of the dwelling house on the said section in any manner whatsoever.
- 1.5. Each Owner shall construct the said dwelling house in accordance with the plans approved in writing, however any modification or variation to the plans already approved by Parklane Infrastruct Limited for the said dwelling house shall require further written approval by Parklane Infrastruct prior to such modifications or variations commencing.
- 1.6. In any circumstances where Parklane Infrastruct Limited approval is required in respect of any covenant, any approval shall be at Parklane Infrastruct Limited's absolute and sole discretion. Where Parklane Infrastruct Limited has been dissolved or wound up, or otherwise gone out of existence, approval by Parklane Infrastruct Limited shall mean approval by any party appointed and/or nominated by Parklane Infrastruct Limited for this purpose.
- 2. Fencing and Hedges**
 - 2.1. No fence may be erected anywhere on the Burdened Land that uses fibre-cement sheet products or plywood and no fence shall exceed 1.8m in height above the natural ground level.
 - 2.2. No fence may be erected on the boundary of Lots 102 and 103 which borders the public accessway until the path has been constructed.
 - 2.3. For so long as Parklane Infrastruct Limited is an Owner, Parklane Infrastruct Limited shall not be required to contribute to the cost of work on a fence between the Burdened Land and any adjoining land occupied by Parklane Infrastruct Limited. This covenant does not enure for the benefit of any subsequent purchaser for value of the land occupied by Parklane Infrastruct Limited.

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3. Property Use**3.1. The Owner shall:**

- 3.1.1. Only use any buildings on the Burdened Land as a residence or other permitted activity authorised under the district plan after buildings have been substantially completed in accordance with the terms of this covenant including a final signoff by Parklane Infrastruct Limited or its appointed agent and the requirements of the Territorial Authority;
- 3.1.2. Complete the landscaping of the Burdened Land in accordance with plans preapproved by Parklane Infrastruct Limited prior to using any buildings on the land as a residence or other permitted activity by providing lawns and/or paving, trees, shrubs and flowers;
- 3.1.3. Ensure that upon completion of any building on the Burdened Land and prior to use of any building as a residence or other permitted activity:
 - (a) Any concrete on the footpath, kerb or driveway is reinstated to the same standard specification required by Parklane Infrastruct Limited of all Lots within the subdivision.
 - (b) Ensure that any kerb entrance crossing shall be reinstated to the original saw cuts and kerb details as per the Territorial Authority's specifications.
 - (c) At all times comply with any plans, conditions, consents or similar imposed on it by the Territorial Authority.
 - (d) Not permit the Burdened Land to be directly or indirectly leased or sold or possession otherwise given to Housing New Zealand Limited, the New Zealand Government or any similar institution or entity responsible for providing public 'state housing' services. This covenant shall not prevent private property investors leasing their Lot to private tenants.

4. Maintenance**4.1. The Owner covenants that they will from time to time and at all times at their own cost:**

- 4.1.1. Keep all improvements on the Burdened Land in good and tidy order and condition;
- 4.1.2. Keep the Burdened Land mown and free of noxious weeds;
- 4.1.3. Keep the Burdened Land free of rubbish;
- 4.1.4. Keep the berm and footpath areas directly in front of their Burdened Land free from weeds and rubbish, mown and well maintained and ensure that any damage caused to the berm or footpath by the Owner or the Owner's invitees is promptly repaired in a good and competent manner;

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4.1.5. Promptly, and in a good and competent manner, repair any damage to any part of the road, footpath, kerb, berm or other structure within the Development where such damage has been caused by the Owner or the Owner's invitees;

4.1.6. Promptly and competently remove any graffiti on their Burdened Land and reinstate the property in accordance with the predominant colours of the Development so as to maintain an integrated appearance.

5. Liquidated Damages

5.1. If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Owner may have to any person having the benefit of this covenant, the Owner will upon written demand being made by any party having the benefit of this covenant;

5.1.1. Pay to the person or persons who have made written demand in accordance with this clause as liquidated damages, the sum of \$500.00 per day for every day that such breach or non-observance continues after the date upon which written demand has been made (which sum shall be adjusted by reference to the CPI Index (All Groups) or any replacement index;

5.1.2. Remove or cause to be removed from the Burdened Land any second hand or used dwelling or other structure or thing erected or placed on the land in breach or non-observance of the foregoing covenants;

5.1.3. Replace any building materials used in breach or non-observance of the foregoing covenants;

5.1.4. Take such other action as required to comply with the foregoing covenants;

5.2. Payment of the liquidated damages will not relieve the Owner of the Owner's obligation under the covenants. This clause 5 is without prejudice to any other remedies any party having the benefit of this covenant may have at law or in equity.

5.3. Any liquidated damages payable in accordance with clause 5.1.1 shall be allocated equally between those parties having made the demand.

5.4. Parklane Infrastruct Limited shall not be required or be liable to enforce all or any of the covenant stipulations or restrictions, nor will Parklane Infrastruct Limited be liable for any breach of any like covenants, stipulations or restrictions by any of the Owners.

6. Covenants not Enforceable against Parklane Infrastruct Limited

6.1. The within land covenants will not be enforceable by any Owner in respect of any lot which is owned by Parklane Infrastruct Limited.

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7. Further Subdivision

- 7.1. The Owner acknowledges that Parklane Infrastruct Limited may undertake further subdivision of adjoining Land in stages. Parklane Infrastruct Limited will not be obliged to complete any development or work on such land and may, in its sole discretion, register covenants on the titles to that land. Such covenants may or may not incorporate the same covenants as set out in this instrument.

8. No Objection

- 8.1. The Owner will not object to Parklane Infrastruct Limited undertaking further subdivision of adjoining land in stages. The Owner acknowledges and accepts that Parklane Infrastruct Limited's continued development may result in some inconvenience to the Owner due in particular to the use, movement and noise of earth, machinery, plant and equipment. The Owner will not object to any of Parklane Infrastruct Limited's operations undertaken during daylight hours.
- 8.2. Parklane Infrastruct Limited will use all reasonable endeavours to keep all inconvenience caused by the movement of earth, machinery, plant and equipment to a reasonable level having regard to the nature of the work being undertaken.
- 8.3. The Owner will not object to any methods, terms or conditions employed by Parklane Infrastruct Limited in an endeavour to sell any lots forming part of the subdivision including use of signs and construction of any show homes.
- 8.4. The Owner warrants that it will not make any objection, or submission to take any issue or cause any impediment or delay to any Application for Resource Consent under the Resource Management Act 1991 or any other Application for a Land Use Consent to facilitate any development on the Land, whether before or after Settlement Date. If called upon to do so by Parklane Infrastruct Limited, the Owner will sign a consent to support Parklane Infrastruct Limited or any other party as may be nominated by Parklane Infrastruct Limited to any application to any relevant authority for such consents as may be required under the Resource Management Act 1991, or any other Act imposing the need to obtain consent to development of the land and the Owner will not encourage or assist any other party to object to or attempt to prevent or delay any such development of the Land.
- 8.5. In relation to any future Buildings to be constructed on the lots, any Building Consent, Land use or Resource Consents that may be required for any such construction on any neighbouring/adjoining site, in the event that Parklane Infrastruct Limited requires the Owner's consent for non-compliance in terms of (a) height recession planes (b) minimum set back from boundary or (c) site coverage, then the Owner unconditionally consents to any such required non-compliant Building, Land Use or Resource Consent applications and will not be entitled to make any objections or requisitions to the same.

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- 9.1. In the event of any dispute arising from this instrument, the relevant Owner (referred to in this clause as "the first party") claiming that a dispute has arisen between the parties, shall give written notice to the other Owner (referred to in this clause as "the second party") specifying the matter in dispute and designating as its representative in negotiations relating to the dispute a person with authority to settle the dispute. The second party shall, within 10 days after receiving the first party's notice, give written notice to the first party designating as its representative in negotiations relating to the dispute a person with similar authority.
- 9.2. A party shall use their reasonable endeavours to procure the designated persons to resolve the dispute within 10 days of the last designation and following whatever investigation each such person deems appropriate. If the dispute is not resolved within that timeframe (or within such longer period as their respective representatives agree appropriate) the parties shall, within a further period of 10 days, submit the matter for arbitration.