
Covenant Instrument to note land covenant

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

Covenantor

[To be completed]

Covenantee

[To be completed]

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

Annexure Schedule, if required

Continue in additional

Purpose of covenant	Shown reference) (plan	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	-	[] – [] (all inclusive)	[] – [] (all inclusive)

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 2.

ANNEXURE SCHEDULE 2

BACKGROUND

- A. The Covenantor is registered as proprietor of the estate described in the First Schedule ("Burdened Land").
- B. The Covenantee is registered as proprietor of the estates described in the Second Schedule ("Benefited Land").
- C. The Covenantor has agreed with the Covenantee to accept restrictions upon the Burdened Land for the benefit of the Benefited Land.

COVENANTS

The Covenantor for itself and its successors in title to the Burdened Land hereby covenants and agrees with the Covenantee and its successors in title to the Lots, that the Covenantor will henceforth and at all times hereafter observe and perform the stipulations and restrictions contained in the Third Schedule to the end and intent that each of the stipulations and restrictions shall, in the manner and to the extent prescribed, enure for the benefit of, and be appurtenant to the Lots until 31 December 2030.

DEFINITION AND INTERPRETATION

- "Lots" means each of the Lots contained within each of the Records of Title referred to in the First Schedule.
- "Relevant Authority" means any Government, local, statutory or non-statutory authority or body having jurisdiction over the Subdivision.
- "Subdivision" means the development comprising the Lots.
- "Woolston" []

FIRST SCHEDULE (Burdened Land)

Record of Title	Lot and Deposited Plan Number
TBA	TBA

SECOND SCHEDULE

(Benefited Land)

Certificate of Title	Lot and Deposited Plan Number
TBA	TBA

THIRD SCHEDULE

The Covenantor shall:

1. Not use the Lot or permit the same to be used other than for residential purposes and shall not use the Lot or permit the same to be used for any trading, industrial or commercial purposes provided however it is acknowledged that the use of any dwelling constructed on the Lot for a home enterprise use to the extent permitted by the district plan of the Relevant Authority will not be a breach of this covenant.
2. Not erect on the Lot any building other than a new residential dwelling house ("Dwelling House"), such Dwelling House not to be less than 170 square metres in gross floor area but excluding any closed in garage(s), decks, verandas, patios, free standing garages or other structures.
3. Not use or permit or suffer to be used on any Dwelling House or other building on the Lot any building material other than kiln fired or concrete brick, stone, masonry, stucco, solid plaster, linea weatherboard, composite aluminium panelling, waterproofed honed masonry or timber weatherboards for any outer wall except with the prior written approval of Woolston, which shall be at Woolston's discretion.
4. Ensure that before the Dwelling House is occupied it incorporates and contains all exterior sheathing and finishing including exterior painting and a code compliance certificate has been obtained.
5. Ensure that the construction of the Dwelling House is completed within 18 months of commencement of site preparation for such Dwelling House.
6. Keep the Lot and the access road adjoining their Lot in a neat and tidy condition and prevent the growth on the Lot of weeds and noxious plants.
7. Not permit any rubbish or waste material to accumulate or remain on the Lot or allow any unused vehicles or containers to be placed upon the Lot.

8. Not erect or place or permit to be erected or placed upon the Lot any temporary structure, caravan, vehicle, tent, hut or shed to be used for human habitation whether temporarily or otherwise except that which may be used in conjunction with the construction of the Dwelling House and which will be removed from the Lot upon completion of the Dwelling House provided however that once the Dwelling House on the Lot has been completed, caravans and tents may be used for temporary holiday accommodation. Prior to completion of the Dwelling House the Covenantor and their family may camp on the Lot for a holiday period but limited to 6 weeks at any one time.
9. Ensure that any freestanding carport or garage is constructed to a design complementary to the Dwelling House and constructed of the same or like materials.
10. Ensure all water tanks on the Lot are partially buried and do not protrude above natural ground more than 1.6 metres, unless the tanks are adequately screened by fencing or planting.
11. Ensure that any power and telephone reticulation is located underground.
12. Not erect any advertising sign or hoarding of a commercial nature unless the Lot is being sold and temporary signage is needed to promote them.
13. Not amalgamate a Lot with any other Lot where such amalgamation will result in:
 - (a) a fewer number of allotments in the Subdivision than the number of allotments as at the date of this Instrument; and
 - (b) a greater number of Dwelling Houses being able to be erected on the Lots that have been amalgamated than would otherwise be permitted in terms of clause 2 of this Instrument for those Lots prior to amalgamation.

For the purposes of this clause the term "allotment" shall have the meaning defined in the Resource Management Act 1991.

14. Not cut up or subdivide the Lot in accordance with the Resource Management Act 1991 or the Unit Titles Act 2010 or otherwise howsoever.
15. Not call upon the Covenantee to pay for or contribute towards the cost or erection or maintenance of any boundary fence between the Lot and any adjoining land owned by the Covenantee but this covenant shall not enure for the benefit of any subsequent registered proprietor of such adjoining land.

REMEDY ON BREACH

16. If there should be any breach of any of the covenants contained in this Instrument and without prejudice to any other liability which the Covenantor may have to the Covenantee and any person or persons having the benefit of such covenants the Covenantor will upon written demand being made by Woolston or the Covenantee or any registered proprietor(s) of any other Lot:-
 - (a) pay to the person making such demand as liquidated damages the sum of \$100 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made; and
 - (b) do or cause to be done anything necessary to remedy any such breach,

provided that Woolston or the Covenantee must first give the Covenantor written notice of the breach and 14 days notice to rectify the breach before taking enforcement action. Woolston or the Covenantee shall also give the Covenantor a written reminder notice during the 14 day rectification period.

If the Covenantor does not comply with paragraph (b) of this clause by the expiry of the 14 day period referred to above then the Covenantor hereby irrevocably authorises Woolston or the Covenantee or the registered proprietor making demand together with their employees and agents to enter and remain upon the Lot to do anything necessary to remedy any breach at the Covenantor's cost and without being liable for any damage or deterioration occasioned to the Lot in exercising these powers.

PROVIDED HOWEVER that neither Woolston or the Covenantee shall be required or obliged to enforce all or any of the covenants stipulations and restrictions contained in this Instrument nor be liable to the Covenantor for any breach thereof by any registered proprietor of any other Lot.