
Covenant Instrument to note land covenant

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

Covenantor

Hastings District Council

Covenantee

Hastings District Council

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
Land Covenant		<i>^^ Insert the 5 record of title references once available</i>	In gross

Annexure Schedule

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Land Covenant

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 _____].

Insert instrument type

Land Covenant

The Covenantee in subdividing part of the Land in Record of title HBG4/1457 to produce new freehold Records of Title for lots 5 to 9 DP ^ (each “ a Lot”) wishes to create these covenants. Accordingly the Covenantor covenants with the Covenantee that:

- (a) These covenants are intended to bind the burdened land for the benefit of the Covenantee and
- (b) The Covenantor and others occupying the burdened land will observe and perform these covenants accordingly

Building Covenants

The Covenantor and its successors in title shall in respect of the burdened land:

1. Erect on each Lot (in a good and tradesman like manner and subject to all relevant regulations, bylaws and requirements of any competent authority) one new residential dwelling designed for and occupied as one household unit for residential purposes, of a minimum size of 130 m² and a minimum of 3 bedrooms, incorporating a double integrated garage (which must be built at the same time as the residential dwelling), and all buildings are to have colour steel roofing and aluminium joinery.
2. Obtain, prior to the commencement of any building works on the burdened land, the approval of the Covenantee in its capacity as the party benefitting from these covenants to the final form of plans and specifications of the building to be built, and not depart from such approved plans when building on the burdened land.

No approval by:

- (a) the Covenantee under this clause will be deemed an approval by the Covenantee in its regulatory capacity as a local authority
 - (b) the Covenantee in its regulatory capacity will be deemed an approval by the Covenantee under this clause 2.
3. Commence building works for the approved residential dwelling within 12 months of becoming registered owner of the Lot and once construction has started consistently proceed with the construction to ensure that the residence and all paths, driveways, landscaping and site development is complete within 12 months of commencement of construction.
 4. Fence each Lot prior to the residential dwelling being occupied. Subject to any specific requirements below, the fencing must either be of permeable materials such as pool style fencing, or colour steel panels or timber paling and capping.

Any fences on the road front boundary must be no higher than 1.5 metre above the natural ground level and must be of an open style approved by the Covenantee.

No side fence may be higher than 1.5 metre above the natural ground level where it is in front of the residential dwelling.

Hedging or plantings which are used in substitution for fencing, or which are planted adjacent to fencing, must also not exceed the height restrictions in this clause.

5. Construct on each Lot a driveway in permanent materials from the road boundary to the integrated garage at the same time the garage is built.
6. Lay or sow lawn and landscape each Lot, prior to occupation of the residential dwelling
7. Not subdivide any Lot, without the prior written consent of the Covenantee
8. Not erect upon any Lot any secondhand or relocatable building, nor use any secondhand or used materials in construction of any building or fence

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Land Covenant

Should the Covenantor and its successors agents, invitees, or contractors breach any building covenant above, then the Covenantee shall be entitled to serve written notice on the Covenantor requiring the breach to be remedied within five working days of the Covenantor's receipt of that written notice, and failing remedy within that time (time being of the essence) then the Covenantee shall be entitled to impose a penalty sum of \$100.00 per day for every day or part day the breach continues.

Covenants to restrict on-transfer

The Covenantee wishes the burdened land to be used for owner occupied family homes. Accordingly, the Covenantor and its successors in title covenant with the Covenantee:

9. That the Covenantor (other than one who is also the Covenantee) shall not, within five years of becoming the owner of a Lot, sell, gift, transfer, assign or otherwise part with ownership or possession of the Lot including leasing the Lot to any third party ("the Transfer"), without either:
 - (a) A written waiver obtained from the Covenantee (which shall be given by the Covenantee if the transferee is an owner occupier and there is not otherwise any breach of this covenant by the Covenantor) or
 - (b) The prior written consent of the Covenantee, which the Covenantee has the absolute right to refuse, or to give subject to any conditions that the Covenantee deems appropriate.This clause does not apply to a Transfer consequential upon the death of a Covenantor.
10. If the Covenantee gives consent to a Transfer under clause 9, or if the Covenantor does not obtain the consent of the Covenantee and makes a Transfer, the Covenantor must pay to the Covenantee a sum being the higher of:
 - (a) 10% of the transfer price or
 - (b) 10% of the then market value of the Lot as assessed by a registered valuer appointed by the Covenantee, at the Covenantor's cost.
11. The due date for payment due under clause 10 is:
 - (a) in the case of a Transfer for which consent has been obtained, the settlement date of the Transfer and
 - (b) in the case of a Transfer for which Consent has not been obtained, within 5 working days of the Covenantee's written demand being made to the Covenantor.

General

The Covenantee and Covenantor also agree:

12. Enforcement of these covenants shall be carried out entirely at the Covenantee's discretion. The Covenantee may waive compliance with any of these covenants and/or defer the obligations of the Covenantor, on such terms as the Covenantee deems appropriate.
13. In addition to the sums payable for breach under this covenant, the Covenantor will pay to the Covenantee:
 - (a) interest on the amount due accruing at a daily rate calculated at 3% per annum above the Covenantee's banker's overdraft interest rate from time to time and
 - (b) all other costs or losses incurred by the Covenantee, including full solicitor client costs, of attempting to enforce a breach of covenant and/or to obtain payment, due on demand
14. The Covenantee may, in addition to the rights set out above, exercise any or all other rights available to them at law (including injunctive relief).

Insert instrument type

Land Covenant

15. These covenants shall run with the burdened land and shall expire 30 June 2032. However nothing in this clause shall restrict the right of the Covenantee to enforce any breach of covenant occurring before that date, even if enforcement action is taken after the expiry date.