

View Instrument Details



Instrument No 12629696.3
Status Registered
Date & Time Lodged 29 August 2023 16:21
Lodged By Kelly, Sarah Jane
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1102298	North Auckland
1102299	North Auckland

Annexure Schedule Contains 3 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 Sophia Louise Waller as Covenantor Representative on 17/08/2023 01:41 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 Sophia Louise Waller as Covenantee Representative on 17/08/2023 01:41 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.

Michael Tony MYNOTT and Andrea Leigh MYNOTT

CovenanteeSurname(s) must be underlined or in CAPITALS.

Michael Tony MYNOTT and Andrea Leigh MYNOTT

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 Covenant	DP 578673	Lot 2 DP 578673 (RT 1102299)	Lot 1 DP 578673 (RT 1102298)

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 _____].

Annexure Schedule

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Insert instrument type

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Continue in additional Annexure Schedule, if required

1. Restrictions on use

The Covenantor covenants with the Covenantee the benefit of which is intended to be annexed to the Benefited Land that the Covenantor as registered owner of the Burdened Land will:

- 1.1 Not place or erect on the Burdened Land any building or dwelling other than a new building or dwelling and minor household unit and usual appurtenances without the express written consent of the Covenantee. For the purposes of this covenant a new dwelling shall include and mean any new transportable dwelling (but excluding any second hand/used dwelling) transported to and properly sited on the Burdened Land.
- 1.2 Not place any second hand, relocated or relocatable dwelling on the Burdened Land without the express written consent of the Covenantee.
- 1.3 Complete the construction of any dwelling on the Burdened Land or any other building or structure and the landscaping thereof within a period of thirty six (36) months from commencement of construction.
- 1.4 Not permit any rubbish to accumulate or to be placed upon the Burdened Land nor to otherwise allow the Burdened Land to become unsightly.
- 1.5 At all times keep the Burdened Land clear of all noxious weeds, including but not limited to gorse and thistles.
- 1.6 Not use the Burdened Land or any building, dwelling or ancillary structure or permit the same to be used for trading, industrial or commercial (excluding home office usage) purposes including (without limitation) use as a brothel, storage facility, boarding house, transport yard, contractors yard, piggery, cattery, boarding kennels for dogs or other animals or for commercial poultry purposes or for any other purpose which shall prove noxious or offensive to the owner of the Benefited Land.
- 1.7 Not object to any farming activities and to any adverse effects which may arise from such activities carried out on the Benefited Land.

2. Subdivision of Benefited Land

The Covenantor acknowledges that the Covenantee may further subdivide the Benefited Land. Without limiting the generality of anything else herein contained, the Covenantor agrees that they will:

- 2.1 Not make, lodge or be a part of or contribute to the cost of any submission or objection.

<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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Insert instrument type

Continue in additional Annexure Schedule, if required

2.2 Not permit nor suffer any agent or servant or any other representative of the Covenantor howsoever to submit in opposition (including but not limited to any appeal or application for an injunction) to any application by the Covenantee for any consent or amendments to any existing consents from any relevant Authority that relates to the subdivision of the Benefited Land.

2.3 As requested by the Covenantee, consent to and support all applications for consents made by or on behalf of the Covenantee to any relevant authority that relates to the subdivision of the Benefited Land.

3. Remedies for breach

If there shall be any breach or non-observance of any of the covenants then, without prejudice to any other right:

3.1 The Covenantor shall upon demand pay to the Covenantee as liquidated damages, the sum of \$100.00 per day for each day that such breach or non-observance continues unremedied for ten (10) days after the date upon which written demand to remedy such breach or non-observance has been made; and

3.2 Remove or cause to be removed from the Burdened Land any improvement or structure or part of a structure or chattels, machinery, equipment, livestock erected, placed or located on the Burdened Land in breach or non-observance of the covenants.

4. Expiry of covenants

Clauses 1.1, 1.2 and 1.3 herein shall cease to have effect ten (10) years from the date of registration of this instrument.

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.