

# View Instrument Details



**Instrument No** 12915993.4  
**Status** Registered  
**Date & Time Lodged** 15 January 2024 10:57  
**Lodged By** White, Lauren Josephine  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1103711	North Auckland
1103712	North Auckland
1103713	North Auckland
1103714	North Auckland
1103715	North Auckland

**Annexure Schedule** Contains 9 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 Graeme William Halse as Covenantor Representative on 15/01/2024 10:51 AM

## 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 Graeme William Halse as Covenantee Representative on 15/01/2024 10:51 AM

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

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**Form 26**

**Covenant Instrument to note land covenant**

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

**Covenantor**

**438 KOMOKORIKI LIMITED**

**Covenantee**

**438 KOMOKORIKI 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)
Land Covenant	Deposited Plan 584144	Lot 1 DP 584144 (RT 1103711)	Lot 2 DP 584144 (RT 1103712), Lot 3 DP 584144 (RT 1103713), Lot 4 DP 584144 (RT 1103714), and Lot 5 DP 584144 (RT 1103715)

Land Covenant	Deposited Plan 584144	Lot 2 DP 584144 (RT 1103712)	Lot 1 DP 584144 (RT 1103711), Lot 3 DP 584144 (RT 1103713), Lot 4 DP 584144 (RT 1103714), and Lot 5 DP 584144 (RT 1103715)
Land Covenant	Deposited Plan 584144	Lot 3 DP 584144 (RT 1103713)	Lot 1 DP 584144 (RT 1103711), Lot 2 DP 584144 (RT 1103712), Lot 4 DP 584144 (RT 1103714), and Lot 5 DP 584144 (RT 1103715)
Land Covenant	Deposited Plan 584144	Lot 4 DP 584144 (RT 1103714)	Lot 1 DP 584144 (RT 1103711), Lot 2 DP 584144 (RT 1103712), Lot 3 DP 584144 (RT 1103713), and Lot 5 DP 584144 (RT 1103715)
Land Covenant	Deposited Plan 584144	Lot 5 DP 584144 (RT 1103715)	Lot 1 DP 584144 (RT 1103711), Lot 2 DP 584144 (RT 1103712), Lot 3 DP 584144 (RT 1103713), and Lot 4 DP 584144 (RT 1103714)

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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 A ].

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**Form L**

**Annexure Schedule A**

Page 1 of 4 Pages

*Insert instrument type*

**Land Covenant**

*Continue in additional Annexure Schedule, if required*

**BACKGROUND**

- A. The Covenantor is the registered owner of the Covenanting Lots and the Benefiting Lots.
- B. The Covenantor subdivided the land into the Lots shown on the Plan.
- C. The Covenantor has agreed to create the covenants as set out herein in favour of the Covenantee in order to ensure that the character of the Lots is maintained, preserved and enhanced.

**1. DEFINITIONS AND INTERPRETATIONS**

**1.1 Definitions:**

"Benefiting Lots" means Lots 1-5 on Deposited Plan 584144

"Covenanting Lots" means Lots 1-5 on Deposited Plan 584144

"Developer" means 438 Komokoriki Limited and includes the nominees and assigns of 438 Komokoriki Limited

"Lot" means each of the Lots shown on the Plan.

**1.2 Interpretation:**

- a) words and expressions denoting the singular shall include the plural.
- b) The Covenantor and Covenantee includes the successors and assigns of the Covenantor and Covenantee.
- c) Headings have been inserted for guidance only, and shall not be deemed to form part of the context of this instrument.

**COVENANTS**

**2. AGREEMENT**

- 2.1 The Covenantor for itself so as to bind the Covenanting Lots in the First Schedule ("Covenanting Lots" and each one of them a "Covenanting Lot"), covenants and agrees with the Covenantee (for the benefit of the Covenantee and the registered owner from time to time of the Benefiting Lots) that the Covenantor shall always observe and perform all the covenants set out in Clauses 3 to 9 (inclusive) to the end and intent that each of covenants shall forever endure for the benefit of the Benefiting Lots.
- 2.2 The covenants in this instrument shall be enforceable by the Covenantee (and the Covenantee's assigns, transferees or successors) against the Covenantor as owner of the Covenanting Lots and his, her or its successors in title, transferees, assigns and occupiers for the time being of the Covenanting Lots.
- 2.3 No delay or failure by the Covenantee to enforce performance of any covenants set out in this instrument and no indulgence granted to the Covenantor by the Covenantee shall prejudice the right of the Covenantee to enforce any of the covenants or provisions of this instrument.
- 2.4 The Covenantor shall bear any costs which may be incurred by the Covenantee as a result of any default by the Covenantor under this instrument.

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**Form L**

**Annexure Schedule A**

Page 2 of 4 Pages

*Insert instrument type*

**Land Covenant**

**3 Use of Property**

The Covenantor shall not to use any part of the Lot or permit the same to be used for:

- a) any trading or commercial purposes that generates sprays, dust, noise and/or untidiness, congestion or nuisance to any degree; and
- b) any business activity that generates more than four extra non-household car movements per day; and
- c) a storage facility or depot, and not to store trucks, earth moving machinery, motor vehicle bodies or machinery of a similar kind on the land; and
- d) a commercial piggery, a commercial poultry farm, or commercial dog kennels or catteries for the purpose of boarding or breeding dogs or cats; and
- e) the carrying out of aerial spraying of any noxious or toxic substances or weed control for any other purpose.

**4 Building to Comply**

The Covenantor shall:

- a) Not erect or permit to be erected on the lot any building or other improvements including site works and landscaping without obtaining from the local authority having jurisdiction in the area all consents and permits required for such works.
- b) Not allow for the period for completion (including where appropriate exterior finishes, driveways, fencing) of any building works being conducted on the Lot to exceed twenty-four months from the date of commencement of such works.
- c) Ensure that all exterior materials and paint are passive or non-vibrant colours, unless otherwise approved in writing by the Developer.
- d) Not allow any second hand or relocated dwelling or building structure whatsoever to be erected on the lot without first obtaining the written consent of the Developer, which shall not be unreasonably withheld.

**5. Fencing and Landscaping**

- 5.1 The Covenantor shall ensure fence or boundary walls on the boundaries shall not use materials of corrugated iron, sheet or panel steel, or any un-textured flat fibrolite, Hardiflex or plywood, or any other product which in the opinion of the Covenantor could be regarded as temporary or unsightly. The only permitted materials are brick, plastered concrete block, post and rail and five wire post and batten fence.
- 5.2 No road or right of way frontage fence shall exceed 1.2 metres in height above the natural ground level, and no other fence shall be more than 1.8 metres in height above the natural ground level. This covenant may be varied with the written permission of the Developer.
- 5.3 For so long as the Developer is an Owner, the Developer shall not be required to contribute to the cost of work on a fence between the Burdened Lots and any adjoining land occupied by the Developer.

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**Form L**

**Annexure Schedule A**

Page 3 of 4 Pages

*Insert instrument type*

**Land Covenant**

**6. Maintenance of Benefiting Lot**

- 6.1 The Covenantor shall keep the Lot and any road and right of way berms in a neat and tidy condition and not permit growth of the grass to exceed 200 millimetres in height and will mow lawns and properly maintain and cultivate all vegetation on the Lot.
- 6.2 The Covenantor shall keep the Lot free of rubbish, waste material and/or debris or allow the land to become unsightly.
- 6.3 The Covenantor shall be responsible for the cost of repairing any damage to any berms or rights of way during the construction of building or other improvements on the Lot.
- 6.4 The Covenantor shall complete the installation of all service connections (including telecommunications and power supply) to the dwelling, garages and outbuildings underground from the point of supply of such services at the boundary of the Lot.
- 6.5 The Covenantor shall not permit any abandoned or unused vehicle to be placed on or remain on the Lot.
- 6.6 The Covenantor shall not cause or permit any caravan or motorhome to be placed on the Lot to be used for residential use.

**7. Covenants not Enforceable against the Developer**

- 7.1 The within land covenants will not be enforceable by any Owner in respect of any Lot which is owned by the Developer.

**8. Liquidated Damages**

- 8.1 If there should be any breach or non-observant of any of the foregoing covenants and without prejudice to any other liability which the Covenantor may have to any person having the benefit of this covenant, the Covenantor will upon written demand being made by any party having the benefit of this covenant;
- 8.1.1 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-observant 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);
- 8.1.2 Remove or cause to be removed from the Covenanting Lot any second hand or used dwelling or other structure or thing erected or placed on the Lot in breach or non-observance of the foregoing covenants;
- 8.1.3 Replace any building materials used in breach or non-observance of the foregoing covenants;
- 8.1.4 Take such other action as required to comply with the foregoing covenants;
- 8.2 Payment of the liquidated damages will not relieve the Covenantor or the Covenantor's obligation under the covenants. This clause 8 is without prejudice to any other remedies any party having the benefit of this covenant may have at law or in equity.
- 8.3 Any liquidated damages payable in accordance with clause 8.1.1 shall be allocated equally between those parties having made the demand.
- 8.4 The Covenantee shall not be required to or obliged to enforce all or any of the covenants and the Covenantor shall be liable only in respect of breaches of the covenants which occur while the Covenantor is registered owner of the Covenanting Lot.

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Form L

Annexure Schedule A

Page 4 of 4 Pages

*Insert instrument type*

Land Covenant

**9. Disputes Resolution**

- 9.1 In the event of any dispute arising from this instrument, the relevant Covenantee (referred to in this clause as "the first party") claiming that a dispute has arisen between the parties, shall give written notice to the Covenantor (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.

Form 46

**ANNEXURE SCHEDULE – CONSENT FORM<sup>1</sup>**

(Regulation 6 Land Transfer Regulations 2018)

**Person giving consent***Surname must be underlined***Capacity and Interest of Person giving consent***eg. Mortgagee under Mortgage no.)*

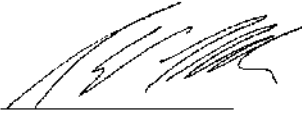
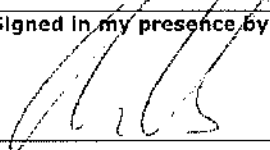
<b>PREMIER LEGAL FINANCE LIMITED PARTNERSHIP</b>	<b>Mortgagee under 12395908.2</b>
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**Consent***Delete words in [ ] if inconsistent with the consent**State full details of the matter for which consent is required*

<p>Without prejudice to the rights and powers existing under the interest of the person giving consent,</p> <p><b>the Person giving consent hereby consents to:</b></p> <ol style="list-style-type: none"> <li>The subdivision of the land contained within Identifier Record of Title 167731 in accordance with the Title Plan – LT 584144 (provided to it) and registration of all required easements, land covenants, and consent notices.</li> </ol>
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<b>Dated</b> this 12 <sup>th</sup> day of January 2024
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**Attestation**

 <b>Graeme William Halse (Director)</b>  <b>PREMIER LEGAL FINANCIAL GP LTD</b> acting in its capacity as General Partner for and on behalf of <b>PREMIER LEGAL FINANCE LIMITED PARTNERSHIP</b>  <b>Signature [Common seal] of Person giving consent</b>	<p><b>Signed in my presence by the Person giving consent</b></p>  <hr/> Signature of Witness  <i>Witness to complete in BLOCK letters (unless legibly printed):</i>  <b>Witness name:</b> Nina Patricia Agterberg  <b>Occupation:</b> Legal Executive  <b>Address:</b> Auckland
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<sup>1</sup> An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.

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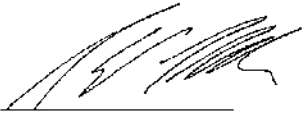
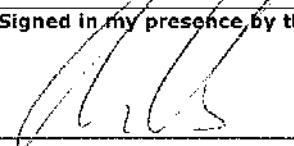
<b>PREMIER LEGAL FINANCE LIMITED PARTNERSHIP</b>	<b>Mortgagee under 12396908.3</b>
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**Consent***Delete words in [ ] if inconsistent with the consent**State full details of the matter for which consent is required*

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