

View Instrument Details



Instrument No 12798731.5
Status Registered
Date & Time Lodged 02 October 2023 12:44
Lodged By Blackwood, Richard Holmes
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1056508	North Auckland
1056509	North Auckland
1056510	North Auckland
1056511	North Auckland
1056512	North Auckland

Annexure Schedule Contains 4 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 Richard Holmes Blackwood as Covenantor Representative on 20/10/2023 03:25 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 Richard Holmes Blackwood as Covenantee Representative on 20/10/2023 03:25 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.*
Hunua Property Development Limited

Covenantee *Surname(s) must be underlined or in CAPITALS.*
Hunua Property Development 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) or in gross
Land Covenant shown in Plan Reference	DP 575590	Lots 1-5 on DP 575590 RT 1056508 - 1056512 inclusive	Lots 1-5 on DP 575590 RT 1056508 - 1056512 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 _____].

Annexure Schedule

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Covenant Instrument to note Land Covenant

*Continue in additional Annexure Schedule, if required***1. LAND USE**

The covenantor is developing a well designed rural/residential subdivision which fits with the countryside living criteria set down by the local authority in the rural and coastal settlement zone and the covenantor will not use the burdened land for any commercial farming activities, animal feed lots, wintering barns, poultry farming, rabbit farming, pig farming or similar intensive farming enterprises, boarding and breeding kennels, greyhound training grounds, road transport or contractors depots, greenhouses/glasshouses, plastic houses or shade houses (except in a domestic capacity) that have a floor area of any more than 20m².

2. NO FURTHER SUBDIVISION

The covenantor is not permitted to subdivide the property further in order to create any additional lot or lots, whether by fee simple title, unit title, cross lease or otherwise. In the event of the covenantor amalgamating the property with any other lot then for the purposes of these covenants the amalgamated property will be deemed to comprise one single lot and thereafter the covenantor will not be entitled to subdivide the amalgamated property to a greater number of lots.

3. APPROVAL OF BUILDING AND LANDSCAPING PLANS

3.1 The covenantor will not commission any plans for any dwelling house, barn or other ancillary farm buildings, nor apply to the local District Council for a building consent or proceed with the erection or construction on the property of any building unless the plans, specifications and site plans have been submitted to and approved by the covenantor's representative. The covenantor or the covenantor's representative will endeavour to provide written approval (or otherwise) within ten working days of receipt of the plans specifications and site plans from the covenantor. The covenantor will not unreasonably or arbitrarily withhold approval taking in to account the covenantor's requirements to maintain minimum standards for a quality, well designed, modern rural/residential subdivision.

3.2 Should any proposed dwelling house, building, structure, fencing or landscaping on the property not strictly comply with the covenants contained herein, the covenantor may in its entire discretion give written approval to the plans where in the sole opinion of the covenantor such approval would not detract from the overall quality and appearance of the subdivision. Such approval may be given subject to such terms as the covenantor in its sole discretion thinks fit. The covenantor's approval in any circumstance will not serve as a precedent, nor bind the covenantor or its nominee in any manner with respect to any future application for covenantor's approval by the covenantor or any other person.

3.3 The covenantor may at any time, nominate any other person or persons to give any covenantor's approval required under these covenants, and, in that event, any provision in these covenants relating to covenantor's approval will apply on the basis that any reference to the covenantor will be deemed to be a reference to the nominee or representative of the covenantor.

3.4 The covenantor is not permitted to make any change to the plan, specifications and site plan affecting the exterior design or appearance without first obtaining the written approval of the covenantor.

3.5 In giving approval the covenantor or its nominee may take in to account the following:

3.5.1 Height.

3.5.2 Siting of the dwelling on the property in accordance with the approved site locations.

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.

Annexure Schedule

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Continue in additional Annexure Schedule, if required

3.5.3 Require any basement or subfloor area of a dwelling house to be fully enclosed provided however the covenantee's approval cannot be unreasonably or arbitrarily withheld.

3.5.4 Give as wide an interpretation as possible to the terms of these covenants when assessing plans and specifications.

4. COVENANTS IN RESPECT OF DWELLING

4.1 The covenantor will not erect, place or permit to be erected or placed on the property more than one single dwelling house. The dwelling house (after including any attached garage but excluding, verandahs, patios or other attached structures) must have a closed in floor area of not less than 160m².

4.2 The covenantor will not construct any building or the dwelling house of materials other than with new materials and ensuring at all times that the materials comply with the building development and in particular not to construct any dwelling house or any other building with plywood or vertical board and batons (cedar excepted) as external facings.

4.3 The covenantor will not construct the roofs of any building using materials other than factory pre-painted long-run roofing or roofing tiles appropriate to the design and angle of the roof.

4.4 The covenantor is to ensure that all water tanks, external gas bottle areas and waste storage areas are screened to prevent the structures and / or areas being visible from outside the site.

4.5 The covenantee is not to place or permit to be placed on the property any temporary accommodation such as caravan, motorhome or container other than a builder's shed for the purpose of the builder's day to day use during construction, provided that such shed will be removed forthwith upon completion of the dwelling house.

4.6 Any dwelling house or ancillary building must be completed within twelve months from the date of commencement of construction. The date of commencement of construction will be the day on which the first works in relation to the construction are commenced on the land.

4.7 The covenantor will not allow any rubbish including garden or household waste or motor vehicle bodies to remain or to be placed upon the land or permit any excessive growth of grass so that it exceeds 150m in height.

4.8 The covenantor will ensure that within twelve months of completion of construction of the dwelling house on the land to complete the landscaping around the immediate vicinity of the dwelling house including regassing the land where appropriate.

4.9 The covenantor shall be entitled to construct one ancillary building only on the property not exceeding 80m² in total provided that the ancillary building is constructed of the same materials as the dwelling house. Any garage that is built as a separate building separate to the dwelling house shall be deemed to be the allowed ancillary building.

5. REMEDIES FOR BREACH OR NON-OBSERVANCE

5.1 If there should be any breach or non-observance by the covenantor of any of the foregoing covenants or restrictions contained in these covenants then without prejudice to any other liability which the covenantor may have to the covenantee or any person or persons having the benefit of the covenants and restrictions, the covenantor will upon written demand made by the covenantee or his nominee or by any of the registered proprietors of the lots in the subdivision,

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Annexure Schedule

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Continue in additional Annexure Schedule, if required

- 5.1.1 Pay to the person making such demand as liquidated damages the sum of two hundred and fifty dollars (\$250.00) per day for every day or part day that the breach or non-observance of the covenant continues from and after the date upon which written demand is made; and
- 5.1.2 Remove or cause to be removed from the burdened land any building or structure erected, placed or located in breach or non-observance of the covenants and otherwise take all steps necessary to remedy the breach for non-observance of the covenants if it is capable of remedy;
- 5.1.3 The covenantee shall not be required or be liable to enforce all or any of the covenants stipulations or restrictions on the part of the covenantee contained in these covenants.

6. SUNSET CLAUSE

- 6.1 The covenants set out in clause 3 above will remain in effect until the 1st day of June 2040.

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.