

View Instrument Details



Instrument No 11661619.2
Status Registered
Date & Time Lodged 23 January 2020 16:33
Lodged By Yaqub, Aaron Eeman Haizal
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
815793	North Auckland
815794	North Auckland
815795	North Auckland
815796	North Auckland

Annexure Schedule Contains 6 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 Aaron Eeman Haizal Yaqub as Covenantor Representative on 27/02/2020 09:38 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 Aaron Eeman Haizal Yaqub as Covenantee Representative on 27/02/2020 09:39 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

Barbara Kathleen Adams, Trevor Howard Jones and Neilsons Trustee (2018) Limited

Covenantee

Barbara Kathleen Adams, Trevor Howard Jones and Neilsons Trustee (2018) 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 required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	DP 519375	Lot 2 DP 519375 (815794)	Lot 1 DP 519375 (815793) Lot 3 DP 519375 (815795) Lot 4 DP 519375 (815796)

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Land Covenant (continued)	DP 519375	Lot 3 DP 519375 (815795)	Lot 1 DP 519375 (815793) Lot 2 DP 519375 (815794) Lot 4 DP 519375 (815796)
	DP 519375	Lot 4 DP 519375 (815796)	Lot 1 DP 519375 (815793) Lot 2 DP 519375 (815794) Lot 3 DP 519375 (815795)

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 "

ANNEXURE SCHEDULE

1. Use

1.1 The transferee will not use any part of the property or permit the same to be used for any trading or commercial purposes unless:

- (a) That purpose is a permitted activity under the relevant District Plan and complies in all respects with the District Plan and the requirements of the Territorial Authority; and
- (b) Is ancillary and subordinate to the principal use of the property as a residence.

2. Building to Comply

2.1 The transferee will ensure that any building erected on the property complies in all respects with the requirements of the Territorial Authority.

3. No Temporary or Related Buildings

3.1 The transferee shall not place, erect or permit to be erected or placed on the property any container, hut, shed, caravan, motor home, motor vehicle, mobile home, boat, trailer or trade vehicle ("additional amenities") for its use as a dwelling, storage, work or recreation unless:

- (a) any container, hut, shed or mobile home is moveable or transportable and does not require territorial authority consent;
- (b) any caravan or motor vehicle has a current warrant of fitness, is registered and has wheels attached to it;
- (c) any container, hut, shed, caravan, motor home, motor vehicle, mobile home, boat, trailer or trade vehicle, any additional amenities if not outwardly visible from the road or neighbours and is screened from view in order to preserve the visual amenity of the subdivision.

4. Restriction of Materials

4.1 The transferee will not erect or permit to be erected on the property any dwelling or any other dwelling or any building or structure that:

- (a) Has a basement which is not fully enclosed with exterior cladding complying in all respects with the other provisions of this clause; or
- (b) Does not comply with the terms and conditions of the Resource and Building Consents obtained by the transferee from the Territorial Authority.

4.2 The transferee will not leave the exterior of any dwelling house or other building or structure unfinished or any exterior wall or door unpainted or unstained, except where tanalized ply and batten or cedar cladding or decorative stone or brick are used.

5. Immobile Vehicles

5.1 The transferee shall not:

- (a) Allow any immobile or broken down vehicles to be placed or sited on the property in a position where they are visible from the road or neighbouring properties; or
- (b) Place or leave any immobile or broken down vehicles on any road or reserve in the subdivision.

6. Fencing

6.1 Any fence in the subdivision shall not exceed 1.8 metres in height.

6.2 No fencing shall comprise:

- (a) Materials of corrugated iron or plywood sheeting; or
- (b) Any untextured flat fibre cement sheeting; or
- (c) Any untextured fibrolite, hardiplank or the like; or
- (d) Long run roofing materials, flat iron or the like.

6.3 The transferor shall not be liable to pay for or contribute towards the expense of the erection or maintenance of any fence between the property and any contiguous land of the transferor but this proviso shall not ensue for the benefit of any subsequent purchaser of the contiguous land.

7. Landscaping

7.1 The transferee will ensure that any stepped retaining walls and exposed banks or battered slopes on the property are planted in grass or shrubs and that there are no areas of bare ground or earth on the property.

7.2 The transferee will keep the property in a neat and tidy condition, and will ensure that grass and/or weeds will not exceed 300 mm in height or otherwise become unsightly.

7.3 The transferee will not permit any vegetation to attain a height in excess of 5 metres.

7.4 The transferee will not permit gorse or noxious plants to grow on the land or permit the land to become overgrown with grass or other plants in an untidy way.

8. Signage

8.1 The transferee will not erect or place or permit to be erected or placed on any part of the property, adjacent land or street, any advertisement sign or hoarding of a commercial nature save that:

- (a) During the course of construction of a dwelling on the property a builder's sign not exceeding a height of 1.2 square metres in area may be displayed ; and

- (b) In the case of a completed dwelling a "For Sale" sign not exceeding 1.2 square metres in area is permitted; and
- (c) In case of a business being carried on the property (subject to clause 1 hereof) a sign in respect of such business not exceeding 1.2 square metres in area is permitted.

9. Breach of Covenants

- 9.1 If there is a breach or non-observance by the transferee of any of the stipulations or restrictions contained in these covenants then without prejudice to any other liability which the transferee may have to the transferor or any person or persons having the benefit of the stipulations and restrictions, the transferee will, upon written demand made by the transferor:
- (a) Immediately remedy the breach or non-observance; and
 - (b) Within five working days of written demand being made pay to the person making such demand as liquidated damages the sum of \$250.00 per day for every day or part day that such breach or non-observance continues from and after the date upon which written demand is made.

10. Transferor Not Liable to Enforce

- 10.1 The transferor will not be required, or obliged, to enforce all or any part of the covenants, stipulations or restrictions on the part of the transferor contained in this instrument, nor will the transferor be liable to the transferee for any breach of any like covenants, stipulations or restrictions by the registered proprietors of any of the other lots affected by the covenants herein.

11. Continuing developing and subdivision

- 11.1 The transferee acknowledges that the property is comprised in a staged subdivision development and that the transferor may continue to subdivide the balance of the land in the subdivision, being the development lot identified as Lot 1 in Deposited Plan 519375 or any other lot comprised within or residual to that lot (development lot) (continuing development).
- 11.2 The transferee will not object to, frustrate, hinder or prevent the continuing development or any lawful subdivision of the development lot or any other land acquired or owned by the transferor or its related or associated parties or subsidiaries, nor lodge any appeal or objection to any application by the transferor for any resource consent, building consent, plan change or variation for the continuing development, the development lot or any other land acquired or owned by the transferor, but to provide unconditional written consent to any application by the transferor for the continuing development upon demand by the transferor.
- 11.3 Should the transferor or its transferees, successors or assigns determine to vest the right of way over the area marked "A" on Deposited Plan 519375 to the Territorial Authority as a legal road the transferee must agree to surrender the right of way and sign all necessary documents to enable the transferor to vest the right of way as a legal road.

12. Completion of Construction and Landscaping.

- 12.1 Upon commencement of construction on the property the transferee shall maintain a continuous building programme and shall not allow construction of any building works to be delayed to the extent that substantial completion is not attained within a reasonable period from commencement date subject to delays outside of the transferee's control such as bad weather, act of God, force majeure or delay in transportation or shortage of labour.

13. Livestock

- 13.1 The transferee will not raise, breed or keep any animals, reptiles, poultry or livestock on the property with exception to standard domestic animals for the personal use or enjoyment of the transferee and shall not permit the said animals reptiles, poultry or livestock to become a nuisance to adjoining owners.

14. Maintenance of Covenanting Lots

- 14.1 The transferee will at all times (during and after construction) keep the property including all structures and improvements thereon in good order and condition so as to preserve the visual amenity of the subdivision.

15. Transferor's Approval

- 15.1 Should any proposed dwelling house, building, structure, fencing or landscaping on the property not comply with the covenants contained in this instrument then the plans for such dwelling house, building, structure, fencing or landscaping must be submitted to the transferor for approval, and the transferor may in its entire discretion give written notice to the plans submitted in the circumstances where in the sole opinion of the transferor such approval would not detract from the overall quality and appearance of the subdivision. Any such approval may be given on and subject to the terms and condition as the transferor determines.
- 15.2 The transferor may, at any time, nominate any other person or persons to give any transferor's approval and, in any event, any provision in this instrument relating to the transferor's approval will apply on the basis that any reference to the transferor will be deemed to be a reference to the nominee.
- 15.3 The transferor's approval given in any circumstances will not serve as a precedent for, or bind the transferor or any nominee in any manner with respect to any future application for transferor approval by the transferee or any other person.
- 15.4 The inclusion of this clause 15 does not place on the transferor an obligation to approve any request or obtain the consent of any other adjoining owner.