

View Instrument Details



Instrument No 12539177.14
Status Registered
Date & Time Lodged 18 July 2023 17:32
Lodged By Waterhouse, Tracie Jane
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1120002	North Auckland
1120003	North Auckland
1120004	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 Nadine Alice Hopkins as Covenantor Representative on 18/07/2023 08:07 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 Nadine Alice Hopkins as Covenantee Representative on 18/07/2023 08:07 AM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Mangawhai Central Limited

Covenantee

Mangawhai Central 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		Lot 10 DP 579625 (RT 1120002) Lot 11 DP 579625 (RT 1120003) Lot 12 DP 579625 (RT 1120004)	In Gross

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.

Form L

Annexure Schedule

Insert instrument type

Covenant Instrument to note land covenant

ANNEXURE SCHEDULE

The provisions applying to the specified covenants are:

1. PURPOSE

- 1.1 The purpose of these Covenants is to protect the market and aesthetic value of the Development and a certain standard and quality of the Development.
- 1.2 The Covenants in clause 3 of this instrument will expire fifteen years from date of registration.
- 1.3 Where there is at any time more than one owner of a Lot, these Covenants will be binding upon each and every owner jointly and severally, and includes all successors in title to the Burdened Lots.

2. DEFINITIONS AND INTERPRETATION

2.1 Interpretation

- (a) Words importing one gender include the other gender.
- (b) Words importing the singular or plural include the plural and singular respectively.
- (c) Headings are inserted for the sake of convenience and ease of reference only. They do not form part of the text, and will not affect the construction or interpretation of these Covenants.

2.2 Definitions

"**Building**" comprises a Building as defined by the Building Act 2004;

"**Developer**" means Mangawhai Central Limited or its successors and assigns;

"**Developer's Land**" means the land currently described in records of title 990197, 990198, 990199, 56153, 56155 and NA92C/38;

"**Development**" means the subdivision and development on the Developer's Land which may be staged as the Developer determines and which Development includes all lots that derive from the Developer's Land however created and whenever created, including without limitation any superlots or lots derived from superlots;

"**Structures**" means any visible structure or landscape design or enhancement feature or utility to be provided on any Lot;

"**Lot**" means any Lot the Burdened Land provided in Schedule which shall be subject to these Covenants;

"**Relevant Authority**" means (as applicable) the local or regional council, local authority, water or other infrastructure provider including any provider of water, drainage, gas or electricity;

3. DESIGN AND BUILDING COVENANTS

- 3.1 Accordingly, the Covenantor, for itself and its successors (including in title, whether with respect to whole or any part of the Burdened Land) as registered owner of the Lot, covenants with and for the benefit of the Covenantee that the Covenantor:

- (a) Shall not commence construction of any Building or Structure on the Lot without first obtaining the written approval of the Developer to the proposed building and development works for the Lot ("Building Work"), with such approval limited to materials and colours of the proposed building and development before commencing construction or obtaining any necessary approval of the Relevant Authority. The Covenantor must provide the Developer with the Covenantor's plans, specifications and otherwise as required by the Developer ("Covenantor's Plans") to enable the Developer to properly assess whether the Building Work is satisfactory to the Developer, in good faith but at its sole discretion. The Developer must notify the Covenantor no later than twenty (20) working days following receipt of the Covenantor's Plans, in writing, whether the Developer approves the Covenantor's Plans, disapproves the Covenantor's Plans, or requires any amendments to be made prior to approval; and
 - (b) Shall commence the Building Work no later than twenty four (24) months from the date the Developer first transfers the Lot to a new owner; and
 - (c) Shall complete the Building Work to enable Code of Compliance Certificate to issue for the works no later than 60 months from the date the Developer first transfers the Lot to a new owner.
- 3.2 The Covenants in this clause 3 shall no longer apply to the Burdened Land from the date 15 years from the date of registration of this instrument.

4. DEVELOPER RIGHTS AND OBLIGATIONS

- 4.1 The Covenantor, for itself and its successors (including in title, whether with respect to whole or any part of the burdened land) as registered owner of the Lot, covenants with and for the benefit of the Covenantee that the Covenantor shall not oppose, object to, frustrate, or take any action, or encourage or cause others to oppose, object to, frustrate or take action that might in any way prevent or hinder the Developer from progressing or completing the Development. Such Covenant extends to and includes (without limitation) development planning, zone changes, resource consents for land uses and subdivisions, consent authority or Environment Court applications, territorial authority building consent matters, or any other necessary consent process including any consent form any Relevant Authority.

5. BREACH BY COVENANTOR

- 5.1 The Covenantor for itself and its successors in title covenants and agree with the Developer that the Covenantor will at all times observe and perform all these Covenants to the intent that each of the Covenants will enure for the benefit of and be appurtenant to the Developer. The Covenantor will be liable only for breaches of these Covenants which occur whilst the Covenantor is the registered proprietor of the Lot or any part of the Lot.
- 5.2 The Covenantee acknowledges that if there should be any breach or non-observance on the Covenantor's part of any of these Covenants and without prejudice to any other liability which the Covenantor may have to the Developer and any person or persons having the benefit of those Covenants, the Covenantor will, upon written demand be made by the Developer pay to the person making such demand as liquidated damages as follows:
- (a) For any breach of those Covenants in clause 3.1(a) the sum of \$1,000.00 per day from the date of breach until rectification (which shall at the sole discretion of the Developer occur upon either Developer approval of the Covenantor's Plans, or reinstatement of the Lot to bare land); and/or

- (b) For any breach of those Covenants in clauses 3.1(b) and (c) the sum of \$2,000.00 per day until:
 - (i) If in breach of 3.1(b), the Building Work pursuant to clause 3.1(b) is commenced; or
 - (ii) If in breach of 3.1(c), completion pursuant to clause 3.1(c) has occurred.

- 5.3 The Covenantor further agrees that the Developer may (if necessary) seek an injunction against the Covenantor for completing unauthorised works on the Lot, and the Covenantor shall be liable for all of the Developer's costs in that regard in addition to any other costs or damages.

6. INDEMNITY

- 6.1 The Covenantor will indemnify and keep indemnified the Covenantee from and against all proceedings, actions, costs, expenses, damages, claims and demands whatsoever arising or resulting from, either directly or indirectly, a breach or breaches by the Covenantor of the covenants and restrictions contained and implied on behalf of the Covenantor in this instrument, which occurred while the Covenantor was the registered owner of the Burdened Land or any part of the Burdened Land.