



View Instrument Details



Instrument No. 11545266.4
Status Registered
Date & Time Lodged 03 Jun 2020 11:27
Lodged By Craigie, Robert Finlayson
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
903194	North Auckland
903195	North Auckland
903196	North Auckland
903197	North Auckland
903198	North Auckland
903199	North Auckland

Annexure Schedule Contains 5 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 Robert Finlayson Craigie as Covenantor Representative on 03/06/2020 11:25 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 Robert Finlayson Craigie as Covenantee Representative on 03/06/2020 11:25 AM

*** 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.*

TAUMATA HOLDINGS 2016 LIMITED

Covenantee *Surname(s) must be underlined or in CAPITALS.*

TAUMATA HOLDINGS 2016 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		903194, 903195, 903196, 903197, 903198	903194, 903195, 903196, 903197, 903198 and 903199

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 1 _____].

ANNEXURE SCHEDULE 1 – Covenant Instrument to create Land Covenants

1.0 Introduction

- 1.1 The Covenantor is subdividing the Burdened Land to create the Taumata Subdivision.
- 1.2 The Covenantor intends that the Taumata Subdivision be subject to a general scheme applicable to and for the benefit of the Benefited Land to protect;
- (a) the market value;
 - (b) the privacy, peace and security of the occupants ;
 - (c) the quality of the environment,
- of the Benefited and Burdened Land. ("the Scheme")
- 1.3 The Covenantor intends that this Land Covenant shall be and shall remain registered against the titles to the Burdened land and the Benefited Land to give effect to the scheme.
- 1.4 The Covenantor wishes to utilize the provisions of section 278 of the Property Law Act 2007 to create the Scheme as it relates to the Burdened Land.

2.0 General Covenants

2.1 The Covenantor covenants and agrees;

- (a) Unless otherwise agreed in writing by the Covenantor to observe and perform all Covenants at all times; and
- (b) To ensure that all occupiers, employees, contractors and invitees and anyone or anything that is present on the Burdened Land observes and performs all relevant and applicable covenants at all times; and
- (c) That the Covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land

3.0 Scheme and Use Covenants

3.1 The Covenantor covenants with the Covenantor;

- (a) All Land and Buildings must be maintained in a neat and tidy condition, including the grounds, lawns and gardens.
- (b) All construction works to be completed (as per the plans in the approved Building Consent) within 12 months of commencing works on the Burdened Land.

- (c) All construction works required to complete a dwelling shall be completed and then maintained to a good standard and appearance at all times.
- (d) With the exception of boundary adjustments, no further subdivision creating additional freehold register titles or unit titles and associated development is permitted.
- (e) Not to permit shipping containers to be placed or kept on the Burdened Land except during construction and for a maximum period of 12 months in total.
- (f) Not to permit any vehicles or caravans to be used as accommodation for a period exceeding 12 months in total on the Burdened Land.
- (g) Not to permit exotic trees or exotic vegetation to exceed more than 5.5 meters in height on the Burdened Land.
- (h) Not permit any vegetation (native or exotic) to exceed 5.5 meters in
 - that part of Area A on Lot 1 which is south of a line between the boundary point where Lots 1, 2 and 3 intersect and the north-eastern corner of the buildable area for Lot 1 and
 - Area F on Lot 3
- (i) Not to permit the Burdened land to be used for any trading or commercial business or purpose which may unreasonably interfere with the quiet enjoyment of Covenantor or any occupant duly authorized by any Covenantor.
- (j) Not to bring onto or keep on the burdened Land any pet or animal which may unreasonably interfere with the quiet enjoyment of Covenantor or any occupant duly authorized by any Covenantor.

4.0 Non-objection Covenants

- 4.1 The Covenantor covenants that it will not at any time Lodge any Submission against any Development Proposal by or supported by Taumata Holdings Limited or its successors to create Right of Ways over Lot 5, or subdivide or develop or change the use of any of the land in Record of Title 903199, Lot 6 DP 539768 or any land or any development departing from, extending to and from or connected with that land ("The Adjoining Land").
- 4.2 "Lodge any Submission means" (without limitation) personally or through any agent or servant (including by being a member of any group or society whether incorporated or not) directly or indirectly lodge or support in any way any objection or submission to any Development Proposal and includes (without limitation) taking part in any planning hearing or appeal arising in respect of any Development Proposal whether as a party or otherwise.

4.3 "Development Proposal" means any application, resource consent application or application for change or variation to the Unitary, District or Regional Plan under the Resource Management Act 1991 or any consents or approvals under the Building Act 2004 and any subsequent amendments to those Acts.

4.4 If requested the Covenantor shall promptly give its unqualified and irrevocable;

- (a) Written approval (including any affected party approval) to any Development Proposal relating to the Adjoining Land; and/or
- (b) Submission in support of any Development Proposal relating to the Adjoining Land.

5.0 Fencing

5.1 For as long as any Burdened Land is owned by the Covenantee, the Covenantee shall not be liable to contribute towards the cost or, or assist in the erection or maintenance of any boundary or dividing fence between Lots owned by the Covenantee and any contiguous Lot that is not owned by the Covenantee.

6.0 Enforcement

6.1 In the event that the Covenantor fails to observe and perform the Covenants as set out in this Instrument, The Covenantee shall have a right (but not an obligation) to do whatever maybe reasonably be required to remedy such failure on the part of the Covenantor and that the costs incurred by the Covenantee in remedying the default shall be refunded by the Covenantor to that Covenantee.

6.2 All notices relating to this instrument are to be served in writing. The address for service of any notice to the Covenantee is to be made to the rating address that relates to the applicable Lot of the Burdened Land.

7.0 Disputes

7.1 Should any dispute arise concerning any aspect of these Covenants that cannot be resolved by agreement between the parties involved the parties are bound to resolve the same by arbitration in accordance with the Arbitration Act 1996 ("the Act") and the following provisions shall apply:

7.2 There shall be a single arbitrator who should be appointed by the President for the time being of the New Zealand Law Society (or any successor organisation) as the sole arbitrator.

7.3 The arbitrator shall determine all questions in issue between the parties including questions as to the scope of the dispute and as to procedure.

7.4 The arbitrator's award shall be binding on all parties to the dispute.

Ref: 2251.01. Covenant