

CERTIFICATE OF TITLE



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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **732481**
Land Registration District **North Auckland**
Date Issued 18 May 2017

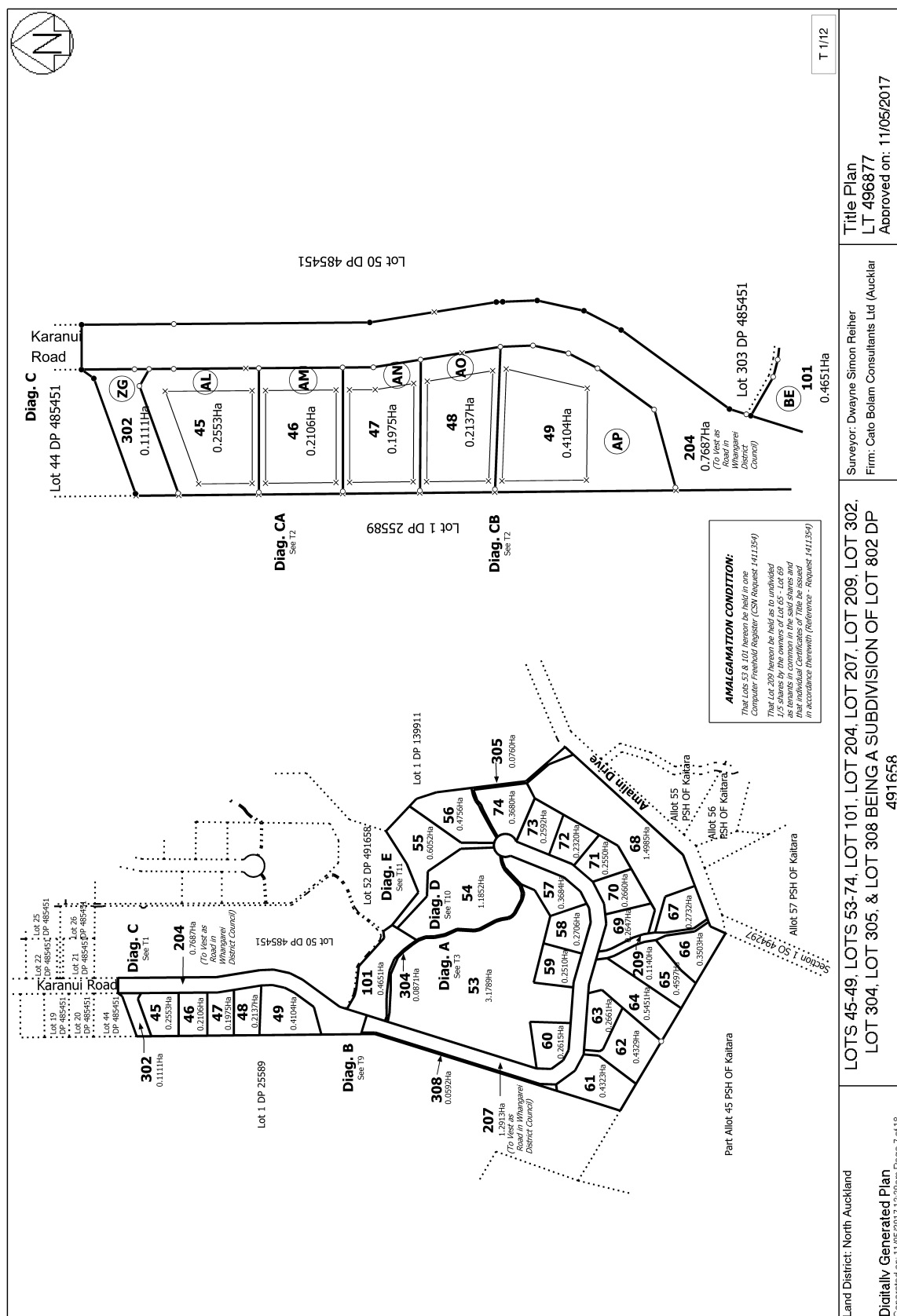
Prior References
718283

Estate Fee Simple
Area 2550 square metres more or less
Legal Description Lot 71 Deposited Plan 496877

Registered Owners
Andrew James Ivey and Georgina Maria Ivey

Interests

Land Covenant in Easement Instrument 9998428.11 - 11.5.2015 at 2:16 pm
Appurtenant hereto is a right to drain water created by Easement Instrument 10183821.12 - 3.11.2015 at 11:48 am
The easements created by Easement Instrument 10183821.12 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Easement Instrument 10183821.19 - 3.11.2015 at 11:48 am
Land Covenant in Easement Instrument 10484567.14 - 30.6.2016 at 10:45 am
10793415.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 18.5.2017 at 2:27 pm
Appurtenant hereto is a right to drain water created by Easement Instrument 10793415.9 - 18.5.2017 at 2:27 pm
The easements created by Easement Instrument 10793415.9 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Easement Instrument 10793415.12 - 18.5.2017 at 2:27 pm
11347252.2 Mortgage to ANZ Bank New Zealand Limited - 18.2.2019 at 2:55 pm



View Instrument Details



Instrument No 9998428.11
Status Registered
Date & Time Lodged 11 May 2015 14:16
Lodged By Savage, Tony John
Instrument Type Easement Instrument



Affected Computer Registers	Land District
673093	North Auckland
673094	North Auckland
673095	North Auckland
673096	North Auckland
673097	North Auckland
673098	North Auckland
673099	North Auckland
673100	North Auckland
673101	North Auckland
673103	North Auckland

Annexure Schedule: Contains 7 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor 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 ☒
- I certify that the Mortgagee under Mortgage 9422573.3 has consented to this transaction and I hold that consent ☒
- I certify that the Mortgagee under Mortgage 9422573.4 has consented to this transaction and I hold that consent ☒

Signature

Signed by Barbara Gail Beck as Grantor Representative on 02/06/2015 12:25 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee 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 Barbara Gail Beck as Grantee Representative on 02/06/2015 12:25 PM

*** End of Report ***

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

EVO HOLDINGS LIMITED

Grantee

EVO HOLDINGS LIMITED

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates 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 (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		673093 673094 673095 673096 673098 673097 673099 673100 673101	673093 673094 673095 673096 673098 673097 673099 673100 673101 673103

Form B - continued

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby **added to by:**

the provisions set out in Annexure Schedule

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in the:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule]

Form L

Annexure Schedule

Page 1 of 4 Pages

Insert instrument type

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Continue in additional Annexure Schedule, if required

Interpretation

For the purposes of this Land Covenant:

Council means Whangarei District Council

Developer means Evo Holdings Limited.

Development means the Developer's development at 390 Three Mile Bush Road.

Covenants

The Grantor

Building

- 1) Will not use the property for any trading or commercial purpose, or erect any commercial signs unless the vendor agrees in writing.
- 2) Will complete any improvements on the property within twelve months of when the construction of such improvements commenced including completing all exterior finishing, painting and landscaping.
- 3) Will not erect a dwelling unit of less than 150m2 floor area exclusive of any garage, carport, decking or roof overhang unless the Developer agrees in writing.
- 4) Will not permit to be used in buildings on the property any secondhand materials in any part of the building and no flat fibrolite, or iron or plywood may be used for the outer walls or facings of the house, unless the Developer agrees in writing.
- 5) Any ancillary buildings behind the house will have the roof of the same structure, form, material and colour as the house and the walls and joinery of the same colour as the house unless the Developer agrees in writing. This covenant does not apply to Lots 1-5.

Form L

Annexure Schedule

Page 2 of 4 Pages

Insert instrument type

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Continue in additional Annexure Schedule, if required

- 6) Will not have on the property any temporary building other than a small builders' shed during the period of construction of buildings for no longer than 12 months and not for residential use.
- 7) Will not permit any caravan or motorhome to be placed upon the property that is not roadworthy or to be used for residential use for a period exceeding two months in any twelve month period.
- 8) Will not allow on the property for more than two months any unfinished boat or vehicle under repair or anything else of a similar nature that is not covered and inside a permanent building.

Pets

- 9) Will not allow pigs, cockerels, bulls, rams, stallions or any un-neutered male animals or breed animals or birds on the property.
- 10) Will not keep on the property any animal or bird which causes offence to neighbours.
- 11) Will not allow animal shelters or accommodation to be located closer than five meters to the boundary of neighbouring property unless vendor agrees in writing.

Traffic, Walls, Rubbish, Fences, Bush and Road

- 12) Will not park or operate commercial heavy vehicles or machinery on the property or road berms.
- 13) For Lots 1, 2 and 3, for the area that is within 30 metres of the Three Mile Bush road frontage ("area"), will not allow plantings to be more than one third of the area. Plantings must be within the areas designated in the attached plan. Plantings must not be over 4 metres in height except for one specimen tree every 250 sq metres. The remaining parts of the area will be maintained as lawn.

Form L

Annexure Schedule

Page 3 of 4 Pages

Insert instrument type

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Continue in additional Annexure Schedule, if required

- 14) The registered proprietors of Lots 1 and 7 will not erect a fence within 4 metres of the mutual boundary unless both registered proprietors agree.
- 15) Will keep the road berms, vehicle crossings, drains and plantings outside but adjacent to the property mown and in tidy operable condition.
- 16) Will not allow any hedge or plantations over 2.5 meters high or more than 1 specimen tree per 250m² in the areas behind the house.
- 17) Will not allow planting to overhang adjoining walkways or boundary of the property.
- 18) Will not allow any rubbish to accumulate or be placed upon the property or the adjacent road berm and will keep the property mown and tidy.
- 19) Infrastructure including vehicle crossings, swale drains, stormwater, fencing, walkways, fire fighting and amenity/landscape planting that is not maintained by the Whangarei District Council or Karanui Recreational and Environmental Protection Trust will be maintained by the adjacent lot owner.
- 20) If any of the covenants are breached by a Grantor then the Developer, Council or other Grantee's may demand remedy of breach; and
- 21) The Grantor agrees to pay the person making the demand \$1,000 as liquidated damages; and
- 22) Cease immediately any activity causing the breach; and
- 23) Remedy the breach within seven days after written notification; and
- 24) If not remedied after seven days a third party is empowered to complete any remedied works; and

Form L

Annexure Schedule

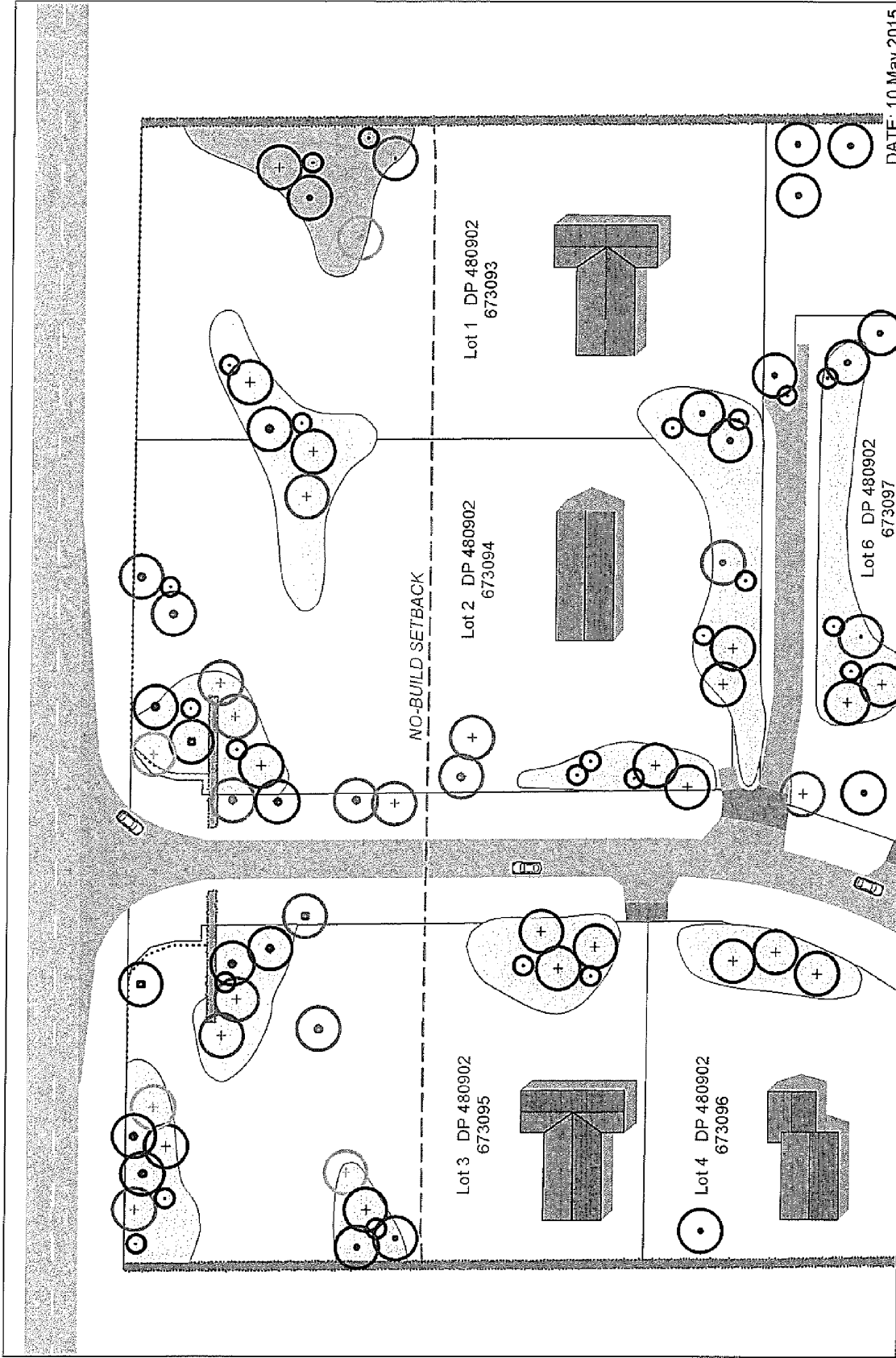
Page 4 of 4 Pages

Insert instrument type

Easement instrument to grant easement or *profit à prendre*, or create land covenant

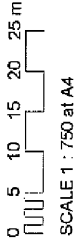
Continue in additional Annexure Schedule, if required

- 25) Pay within seven days the full actual cost to remedy the breach to any third party that undertook the remedial work.
- 26) Clauses 20-25 are without prejudice to any other remedies the Grantee may have at law or in equity.
- 27) Five years after the Developer has sold all of the lots on the Development the right of the Developer to approve any dispensation of these covenants is passed jointly to the neighbouring Lot owners including Lot owners on the opposite side of any adjoining road.
- 28) The covenants in this instrument will immediately cease to apply to any Land which is part of the Development (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.



PLANTING AREAS ROAD FRONTAGE
KARANUI THREE MILE BUSH ROAD
FOR EVO HOLDINGS

Ref: 1129_3MileBush_RoadFront_20150510



View Instrument Details



Instrument No 10183821.19
Status Registered
Date & Time Lodged 03 November 2015 11:48
Lodged By Savage, Tony John
Instrument Type Easement Instrument



Affected Computer Registers	Land District
690004	North Auckland
690005	North Auckland
690006	North Auckland
690007	North Auckland
690008	North Auckland
690009	North Auckland
690010	North Auckland
690011	North Auckland
690012	North Auckland
690013	North Auckland
690014	North Auckland
690015	North Auckland
690016	North Auckland
690017	North Auckland
690019	North Auckland
690018	North Auckland

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor 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 ☒
- I certify that the Mortgagee under Mortgage 9422573.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Tony John Savage as Grantor Representative on 03/11/2015 11:46 AM

Grantee Certifications

- I certify that I have the authority to act for the Grantee 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 ☒

Grantee Certifications

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 Tony John Savage as Grantee Representative on 03/11/2015 11:47 AM

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

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

EVO HOLDINGS LIMITED

Grantee

EVO HOLDINGS LIMITED

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates 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 (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		690004 690005 690006 690007 690008 690009 690010 690011 690012 690013 690014 690015 690016 690017 690018 690019	690004 690005 690006 690007 690008 690009 690010 690011 690012 690013 690014 690015 690016 690017 690018 690019

Form B - continued

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby **added to** by:

the provisions set out in Annexure Schedule

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in the:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule]

Form L

Annexure Schedule

Page 1 of 4 Pages

Insert instrument type

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Continue in additional Annexure Schedule, if required

Interpretation

For the purposes of this Land Covenant:

Council means Whangarei District Council

Developer means Evo Holdings Limited.

Development means the Developer's development at 390 Three Mile Bush Road.

Covenants

The Grantor

Building

- 1) Will not use the property for any trading or commercial purpose, or erect any commercial signs unless the vendor agrees in writing.
- 2) Will complete any improvements on the property within twelve months of when the construction of such improvements commenced including completing all exterior finishing, painting and landscaping.
- 3) Will not erect a dwelling unit of less than 150m2 floor area exclusive of any garage, carport, decking or roof overhang unless the Developer agrees in writing.
- 4) Will not permit to be used in buildings on the property any secondhand materials in any part of the building and no flat fibrolite, or iron or plywood may be used for the outer walls or facings of the house, unless the Developer agrees in writing.
- 5) Any ancillary buildings behind the house will have the roof of the same structure, form, material and colour as the house and the walls and joinery of the same colour as the house unless the Developer agrees in writing.

Form L

Annexure Schedule

Page 2 of 4 Pages

Insert instrument type

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Continue in additional Annexure Schedule, if required

- 6) Will not have on the property any temporary building other than a small builders' shed during the period of construction of buildings for no longer than 12 months and not for residential use.
- 7) Will not permit any caravan or motorhome to be placed upon the property that is not roadworthy or to be used for residential use for a period exceeding two months in any twelve month period.
- 8) Will not allow on the property for more than two months any unfinished boat or vehicle under repair or anything else of a similar nature that is not covered and inside a permanent building.

Pets

- 9) Will not allow pigs, cockerels, bulls, rams, stallions or any un-neutered male animals or breed animals or birds on the property.
- 10) Will not keep on the property any animal or bird which causes offence to neighbours.
- 11) Will not allow animal shelters or accommodation to be located closer than five meters to the boundary of neighbouring property unless vendor agrees in writing.

Traffic, Walls, Rubbish, Fences, Bush and Road

- 12) Will not park or operate commercial heavy vehicles or machinery on the property or road berms.

Form L

Annexure Schedule

Page 3 of 4 Pages

Insert instrument type

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Continue in additional Annexure Schedule, if required

- 13) The registered proprietors of Lots 25 and 26 shall not erect a fence on the areas marked "AA" and "AB".
- 14) Will keep the road berms, vehicle crossings, drains and plantings outside but adjacent to the property mown and in tidy operable condition.
- 15) Will not allow any hedge or plantations over 2.5 meters high or more than 1 specimen tree per 250m² in the areas behind the house.
- 16) Will not allow planting to overhang adjoining walkways or boundary of the property.
- 17) Will not allow any rubbish to accumulate or be placed upon the property or the adjacent road berm and will keep the property mown and tidy.
- 18) Infrastructure including vehicle crossings, swale drains, stormwater, fencing, walkways, fire fighting and amenity/landscape planting that is not maintained by the Whangarei District Council or Karanui Recreational and Environmental Protection Trust will be maintained by the adjacent lot owner.
- 19) If any of the covenants are breached by a Grantor then the Grantee or Council may demand remedy of breach; and
- 20) Demand that that Grant cease immediately any activity causing the breach; and
- 21) Demand that the Grantor remedy the breach within seven days after written notification; and
- 22) If the Grantor has not remedied the breach after seven days a third party is empowered to complete any remedied works; and

Form L

Annexure Schedule

Page 4 of 4 Pages

Insert instrument type

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Continue in additional Annexure Schedule, if required

- 23) Pay within seven days the full actual cost to remedy the breach to any third party that undertook the remedial work.
- 24) Clauses 20-25 are without prejudice to any other remedies the Grantee may have at law or in equity.
- 25) Five years after the Developer has sold all of the lots on the Development the right of the Developer to approve any dispensation of these covenants is passed jointly to the neighbouring Lot owners including Lot owners on the opposite side of any adjoining road.
- 26) The covenants in this instrument will immediately cease to apply to any Land which is part of the Development (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

View Instrument Details



Instrument No 10484567.14
Status Registered
Date & Time Lodged 30 June 2016 10:45
Lodged By Savage, Tony John
Instrument Type Easement Instrument



Affected Computer Registers	Land District
718283	North Auckland
712768	North Auckland
712769	North Auckland
712770	North Auckland
712771	North Auckland
712772	North Auckland
712773	North Auckland
712774	North Auckland
712775	North Auckland
712776	North Auckland
712777	North Auckland
712778	North Auckland
712779	North Auckland
712780	North Auckland
712781	North Auckland
712782	North Auckland
712783	North Auckland
712784	North Auckland
712785	North Auckland
712786	North Auckland
712787	North Auckland
712788	North Auckland
712789	North Auckland
712790	North Auckland

Annexure Schedule: Contains 7 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 ☒

I certify that the Mortgagee under Mortgage 9422573.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Tony John Savage as Grantor Representative on 17/06/2016 09:59 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Tony John Savage as Grantee Representative on 17/06/2016 09:59 AM

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

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Evo Holdings Limited

Grantee

Evo Holdings Limited

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates 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 (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	DP 491658	Lot 10 CFR 712768	Lot 10 CFR 712768
	DP 491658	Lot 11 CFR 712769	Lot 11 CFR 712769
	DP 491658	Lot 12 CFR 712770	Lot 12 CFR 712770
	DP 491658	Lot 13 CFR 712771	Lot 13 CFR 712771
	DP 491658	Lot 27 CFR 712772	Lot 27 CFR 712772
	DP 491658	Lot 28 CFR 712773	Lot 28 CFR 712773
	DP 491658	Lot 29 CFR 712774	Lot 29 CFR 712774
	DP 491658	Lot 30 CFR 712775	Lot 30 CFR 712775
	DP 491658	Lot 31 CFR 712776	Lot 31 CFR 712776
	DP 491658	Lot 32 CFR 712777	Lot 32 CFR 712777
	DP 491658	Lot 33 CFR 712778	Lot 33 CFR 712778
	DP 491658	Lot 34 CFR 712779	Lot 34 CFR 712779
	DP 491658	Lot 35 CFR 712780	Lot 35 CFR 712780

	DP 491658	Lot 36 CFR 712781	Lot 36 CFR 712781
	DP 491658	Lot 37 CFR 712782	Lot 37 CFR 712782
	DP 491658	Lot 38 CFR 712783	Lot 38 CFR 712783
	DP 491658	Lot 39 CFR 712784	Lot 39 CFR 712784
	DP 491658	Lot 40 CFR 712785	Lot 40 CFR 712785
	DP 491658	Lot 41 CFR 712786	Lot 41 CFR 712786
	DP 491658	Lot 42 CFR 712787	Lot 42 CFR 712787
	DP 491658	Lot 43 CFR 712788	Lot 43 CFR 712788
	DP 491658	Lot 51 CFR 712789	Lot 51 CFR 712789
	DP 491658	Lot 52 CFR 712790	Lot 52 CFR 712790
	DP 491658	Lot 802 CFR 718283	Lot 802 CFR 718283

Form B - continued

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~[varied]~~ ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:
the provisions set out in Annexure Schedule

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in the:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule]

Form L

Annexure Schedule

Page 1 of 4 Pages

Insert instrument type

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Continue in additional Annexure Schedule, if required

Interpretation

For the purposes of this Land Covenant:

Council means Whangarei District Council.

Developer means Evo Holdings Limited.

Development means the Developer's development at 390 Three Mile Bush Road.

Covenants

The Grantor

Building

- 1) Will not use the property for any trading or commercial purpose, or erect any commercial signs unless the Developer agrees in writing.
- 2) Will complete any improvements on the property within twelve months of when the construction of such improvements commenced including completing all exterior finishing, painting and landscaping.
- 3) Will not erect a dwelling unit of less than 150m2 floor area exclusive of any garage, carport, decking or roof overhang unless the Developer agrees in writing.
- 4) Will not permit to be used in buildings on the property any secondhand materials in any part of the building and no flat fibrolite, or iron or plywood may be used for the outer walls or facings of the house, unless the Developer agrees in writing.
- 5) Any ancillary buildings behind the house will have the roof of the same structure, form, material and colour as the house and the walls and joinery of the same colour as the house unless the Developer agrees in writing.

Form L

Annexure Schedule

Page 2 of 4 Pages

Insert instrument type

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Continue in additional Annexure Schedule, if required

- 6) Will not have on the property any temporary building other than a small builders' shed during the period of construction of buildings for no longer than 12 months and not for residential use.
- 7) Will not permit any caravan or motorhome to be placed upon the property that is not roadworthy or to be used for residential use for a period exceeding two months in any twelve month period.
- 8) Will not allow on the property for more than two months any unfinished boat or vehicle under repair or anything else of a similar nature that is not covered and inside a permanent building.

Pets

- 9) Will not allow pigs, cockerels, bulls, rams, stallions or any un-neutered male animals or breed animals or birds on the property.
- 10) Will not keep on the property any animal or bird which causes offence to neighbours.
- 11) Will not allow animal shelters or accommodation to be located closer than five meters to the boundary of neighbouring property unless the Developer agrees in writing.

Traffic, Walls, Rubbish, Fences, Bush and Road

- 12) Will not park or operate commercial heavy vehicles or machinery on the property or road berms.

Form L

Annexure Schedule

Page 3 of 4 Pages

Insert instrument type

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Continue in additional Annexure Schedule, if required

- 13) Will keep the road berms, vehicle crossings, drains and plantings outside but adjacent to the property mown and in tidy operable condition.
- 14) Will not allow any hedge or plantations over 2.5 meters high or more than 1 specimen tree per 250m² in the areas behind the house.
- 15) Will not allow planting to overhang adjoining walkways or boundary of the property.
- 16) Will not allow any rubbish to accumulate or be placed upon the property or the adjacent road berm and will keep the property mown and tidy.
- 17) Infrastructure including vehicle crossings, swale drains, stormwater, fencing, walkways, fire fighting and amenity/landscape planting that is not maintained by the Whangarei District Council or Karanui Recreational and Environmental Protection Trust will be maintained by the adjacent lot owner.
- 18) If any of the covenants are breached by a Grantor then the Grantee or Council may demand remedy of breach; and
- 19) Demand that that Grantor cease immediately any activity causing the breach; and
- 20) Demand that the Grantor remedy the breach within seven days after written notification; and
- 21) If the Grantor has not remedied the breach after seven days a third party is empowered to complete any remedied works; and

Form L

Annexure Schedule

Page 4 of 4 Pages

Insert instrument type

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Continue in additional Annexure Schedule, if required

- 22) Pay within seven days the full actual cost to remedy the breach to any third party that undertook the remedial work.
- 23) Clauses 19-22 are without prejudice to any other remedies the Grantee may have at law or in equity.
- 24) Five years after the Developer has sold all of the lots on the Development the right of the Developer to approve any dispensation of these covenants is passed jointly to the neighbouring Lot owners including Lot owners on the opposite side of any adjoining road.
- 25) The covenants in this instrument will immediately cease to apply to any Land which is part of the Development (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

View Instrument Details



Instrument No 10793415.12
Status Registered
Date & Time Lodged 18 May 2017 14:27
Lodged By Savage, Tony John
Instrument Type Easement Instrument



Affected Computer Registers	Land District
732459	North Auckland
732460	North Auckland
732461	North Auckland
732462	North Auckland
732463	North Auckland
732464	North Auckland
732465	North Auckland
732466	North Auckland
732467	North Auckland
732468	North Auckland
732469	North Auckland
732470	North Auckland
732471	North Auckland
732472	North Auckland
732473	North Auckland
732474	North Auckland
732475	North Auckland
732476	North Auckland
732477	North Auckland
732478	North Auckland
732479	North Auckland
732480	North Auckland
732481	North Auckland
732482	North Auckland
732483	North Auckland
732484	North Auckland
732485	North Auckland

Annexure Schedule: Contains 7 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 Tony John Savage as Grantor Representative on 18/05/2017 02:25 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Tony John Savage as Grantee Representative on 18/05/2017 02:26 PM

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

Form B**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

Grantor**EVO HOLDINGS LIMITED****Grantee****EVO HOLDINGS LIMITED****Grant of Easement or *Profit à prendre* or Creation of Covenant**

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** 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 (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	DP 496877	Lot 45 CFR 732459	Lot 45 CFR 732459
	DP 496877	Lot 46 CFR 732460	Lot 46 CFR 732460
	DP 496877	Lot 47 CFR 732461	Lot 47 CFR 732461
	DP 496877	Lot 48 CFR 732462	Lot 48 CFR 732462
	DP 496877	Lot 49 CFR 732463	Lot 49 CFR 732463
	DP 496877	Lots 53 & 101 CFR 732464	Lots 53 & 101 CFR 732464
	DP 496877	Lot 54 CFR 732465	Lot 54 CFR 732465
	DP 496877	Lot 55 CFR 732466	Lot 55 CFR 732466
	DP 496877	Lot 57 CFR 732467	Lot 57 CFR 732467
	DP 496877	Lot 58 CFR 732468	Lot 58 CFR 732468
	DP 496877	Lot 59 CFR 732469	Lot 59 CFR 732469
	DP 496877	Lot 60 CFR 732470	Lot 60 CFR 732470
	DP 496877	Lot 61 CFR 732471	Lot 61 CFR 732471

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	DP 496877	Lot 62 CFR 732472	Lot 62 CFR 732472
	DP 496877	Lot 63 CFR 732473	Lot 63 CFR 732473
	DP 496877	Lot 64 CFR 732474	Lot 64 CFR 732474
	DP 496877	Lot 65 and undivided 1/5 th share in Lot 209 CFR 732475	Lot 65 and undivided 1/5 th share in Lot 209 CFR 732475
	DP 496877	Lot 66 and undivided 1/5 th share in Lot 209 CFR 732476	Lot 66 and undivided 1/5 th share in Lot 209 CFR 732476
	DP 496877	Lot 67 and undivided 1/5 th share in Lot 209 CFR 732477	Lot 67 and undivided 1/5 th share in Lot 209 CFR 732477
	DP 496877	Lot 68 and undivided 1/5 th share in Lot 209 CFR 732478	Lot 68 and undivided 1/5 th share in Lot 209 CFR 732478
	DP 496877	Lot 69 and undivided 1/5 th share in Lot 209 CFR 732479	Lot 69 and undivided 1/5 th share in Lot 209 CFR 732479
	DP 496877	Lot 70 CFR 732480	Lot 70 CFR 732480
	DP 496877	Lot 71 CFR 732481	Lot 71 CFR 732481
	DP 496877	Lot 72 CFR 732482	Lot 72 CFR 732482
	DP 496877	Lot 73 CFR 732483	Lot 73 CFR 732483
	DP 496877	Lot 74 CFR 732484	Lot 74 CFR 732484
	DP 496877	Lot 56 CFR 732485	Lot 56 CFR 732485

Form B - continued

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~[varied]~~ ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:
the provisions set out in Annexure Schedule

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in the:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule]~~

Form L

Annexure Schedule

Page 1 of 4 Pages

Insert instrument type

Easement instrument to create land covenant

Continue in additional Annexure Schedule, if required

Interpretation

For the purposes of this Land Covenant:

"Council" means Whangarei District Council.

"Developer" means Evo Holdings Limited.

"Development" means the Developer's development at 390 Three Mile Bush Road.

Covenants

The Grantor:

Building

- 1) Will not use the property for any trading or commercial purpose, or erect any commercial signs unless the Developer agrees in writing.
- 2) Will complete any improvements on the property within twelve months of when the construction of such improvements commenced including completing all exterior finishing, painting and landscaping.
- 3) Will not erect a dwelling unit of less than 150m² floor area exclusive of any garage, carport, decking or roof overhang unless the Developer agrees in writing.
- 4) Will not permit to be used in buildings on the property any secondhand materials in any part of the building and no flat fibrolite, or iron or plywood may be used for the outer walls or facings of the house, unless the Developer agrees in writing.
- 5) Any ancillary buildings behind the house will have the roof of the same structure, form, material and colour as the house and the walls and joinery of the same colour as the house unless the Developer agrees in writing.

Form L

Annexure Schedule

Page 2 of 4 Pages

Insert instrument type

Easement instrument to create land covenant

Continue in additional Annexure Schedule, if required

- 6) Will not have on the property any temporary building other than a small builders' shed during the period of construction of buildings for no longer than 12 months and not for residential use.
- 7) Will not permit any caravan or motorhome to be placed upon the property that is not roadworthy or to be used for residential use for a period exceeding two months in any twelve month period.
- 8) Will not allow on the property for more than two months any unfinished boat or vehicle under repair or anything else of a similar nature that is not covered and inside a permanent building.

Pets

- 9) Will not allow pigs, cockerels, bulls, rams, stallions or any un-neutered male animals or breed animals or birds on the property.
- 10) Will not keep on the property any animal or bird which causes offence to neighbours.
- 11) Will not allow animal shelters or accommodation to be located closer than five meters to the boundary of neighbouring property unless the Developer agrees in writing.

Traffic, Walls, Rubbish, Fences, Bush and Road

- 12) Will not park or operate commercial heavy vehicles or machinery on the property or road berms.

Form L

Annexure Schedule

Page 3 of 4 Pages

Insert instrument type

Easement instrument to create land covenant

Continue in additional Annexure Schedule, if required

- 13) Will keep the road berms, vehicle crossings, drains and plantings outside but adjacent to the property mown and in tidy operable condition.
- 14) Will not allow any hedge or plantations over 2.5 meters high or more than 1 specimen tree per 250m² in the areas behind the house.
- 15) Will not allow planting to overhang adjoining walkways or boundary of the property.
- 16) Will not allow any rubbish to accumulate or be placed upon the property or the adjacent road berm and will keep the property mown and tidy.
- 17) Infrastructure including vehicle crossings, swale drains, stormwater, fencing, walkways, fire fighting and amenity/landscape planting that is not maintained by the Whangarei District Council or Karanui Recreational and Environmental Protection Trust will be maintained by the adjacent lot owner.
- 18) If any of the covenants are breached by a Grantor then the Grantee or Council may demand remedy of breach; and
- 19) Demand that that Grantor cease immediately any activity causing the breach; and
- 20) Demand that the Grantor remedy the breach within seven days after written notification; and
- 21) If the Grantor has not remedied the breach after seven days a third party is empowered to complete any remedied works; and

Form L

Annexure Schedule

Page 4 of 4 Pages

Insert instrument type

Easement instrument to create land covenant

Continue in additional Annexure Schedule, if required

- 22) Pay within seven days the full actual cost to remedy the breach to any third party that undertook the remedial work.
- 23) Clauses 19-22 are without prejudice to any other remedies the Grantee may have at law or in equity.
- 24) Five years after the Developer has sold all of the lots on the Development the right of the Developer to approve any dispensation of these covenants is passed jointly to the neighbouring Lot owners including Lot owners on the opposite side of any adjoining road.
- 25) The covenants in this instrument will immediately cease to apply to any Land which is part of the Development (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

NOTES

NOTES

[illegible]

STATEMENT OF PASSING OVER

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