

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

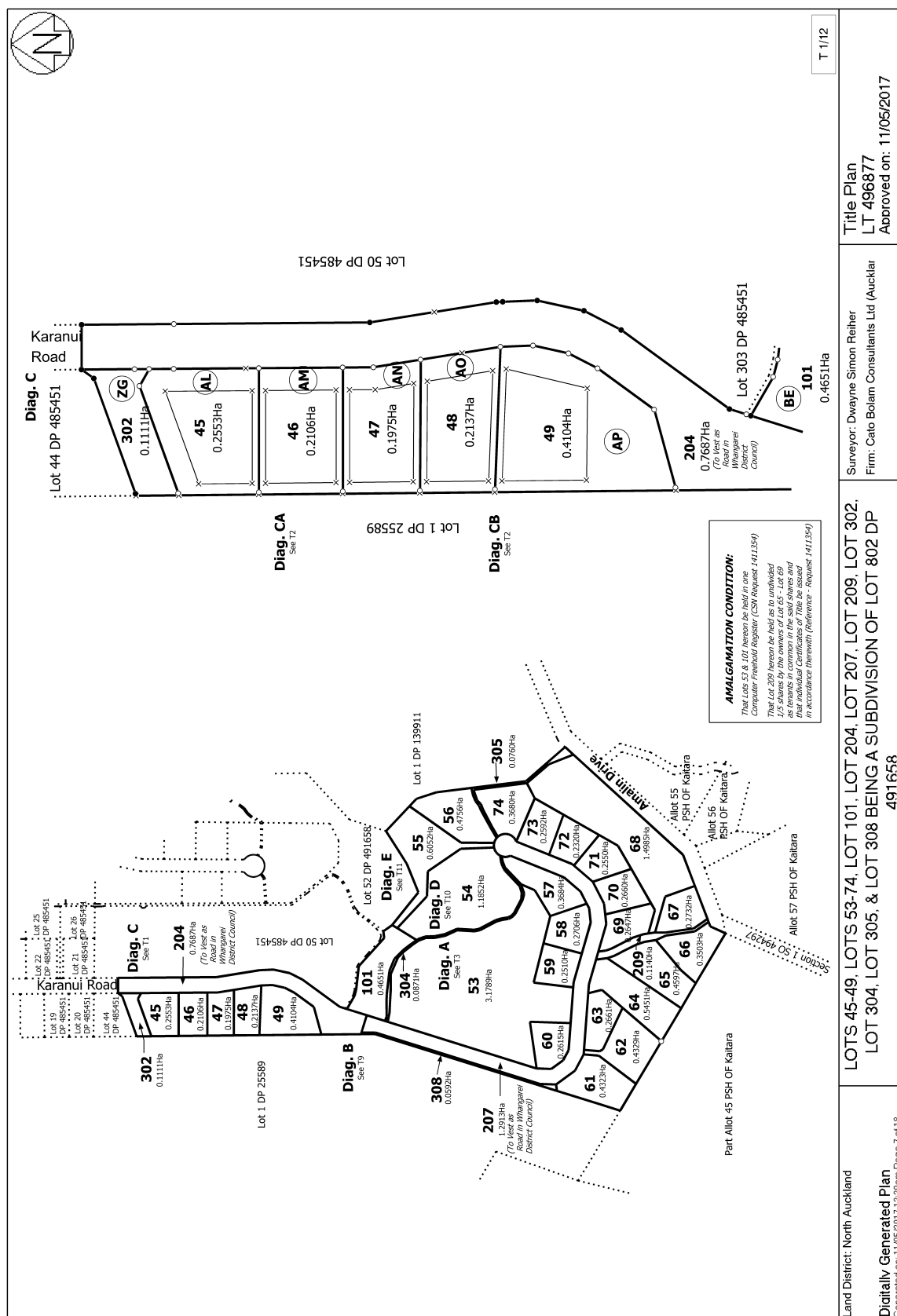
Prior References
718283

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

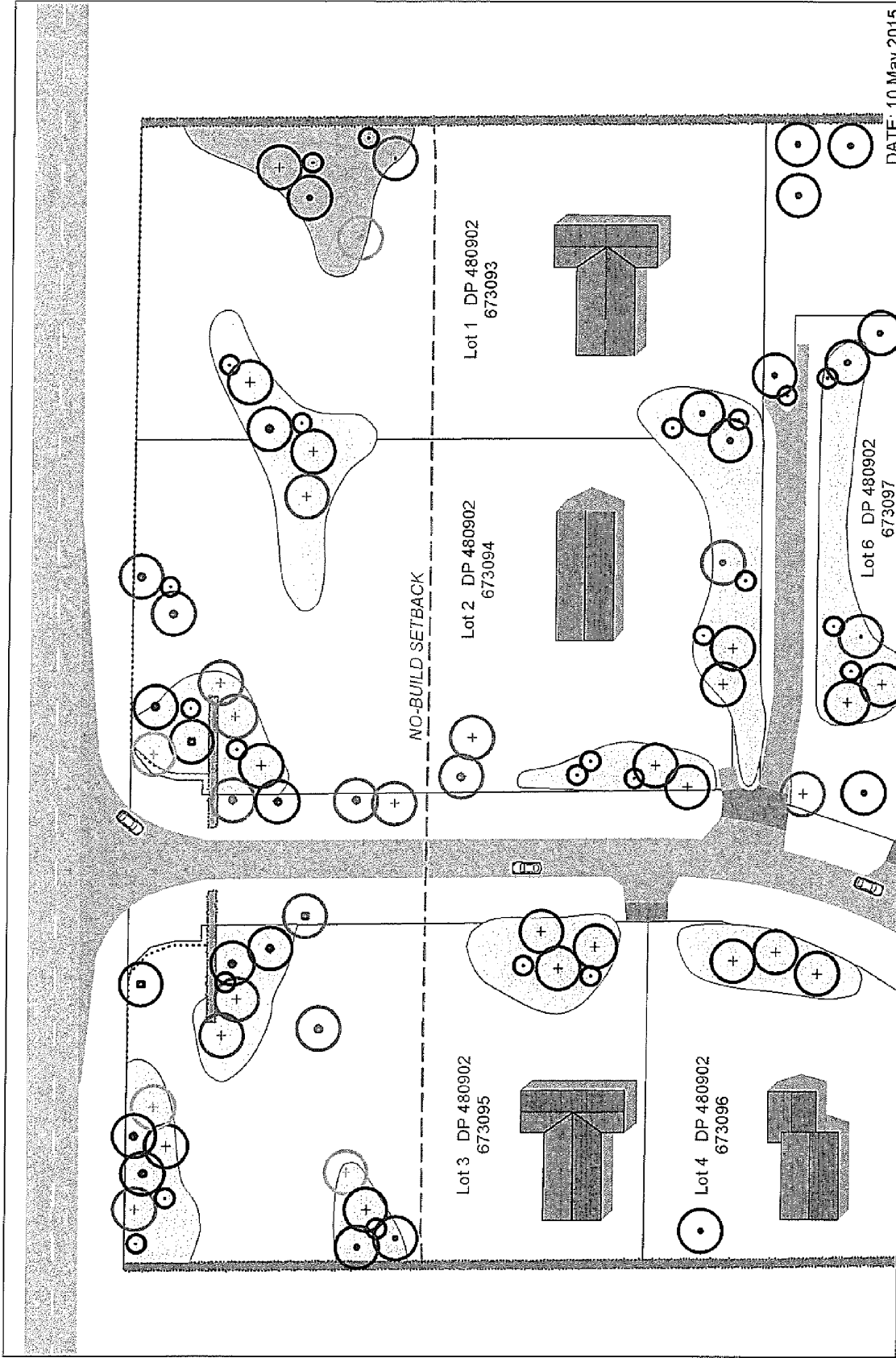
Page 4 of 4 Pages

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	690004
		690005	690005
		690006	690006
		690007	690007
		690008	690008
		690009	690009
		690010	690010
		690011	690011
		690012	690012
		690013	690013
		690014	690014
		690015	690015
		690016	690016
		690017	690017
		690018	690018
		690019	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
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732471	North Auckland
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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.

View Instrument Details



Instrument No 10793415.7
Status Registered
Date & Time Lodged 18 May 2017 14:27
Lodged By Savage, Tony John
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



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
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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 4 Pages.

Signature

Signed by Tony John Savage as Territorial Authority Representative on 18/05/2017 02:23 PM

*** End of Report ***

**CONSENT NOTICE PURSUANT TO SECTION 221
RESOURCE MANAGEMENT ACT 1991**

IN THE MATTER of the Resource Management Act 1991
("the Act")

AND

IN THE MATTER a subdivision consent as evidenced by
Deposited Plan No 496877

AND

IN THE MATTER of a Consent Notice issued pursuant to
s221 of the Act by the Whangarei
District Council ("the Council")

IT IS HEREBY CERTIFIED that the following conditions to be complied with on a continuing basis by the subdividing owner and subsequent owners were imposed as conditions of the subdivision consent SL1400005 ("the consent") for Lots 45 to 49, 53 to 74 ("the Lots") as effected by Deposited Plan No 496877 ("the Plan").

- 1) Any development shall comply with the Restrictions and recommendations identified in the Hawthorne Geddes Engineers & Architects Ltd engineering report reference 9266 dated 10/12/2013 held in file SL1400005 at Council unless an alternative engineering report prepared by a suitably experienced Chartered Professional Engineer is approved in writing by Council.
- 2) Where the developed total impervious area of any residential allotment (including concrete driveways / patios, etc) will exceed 650m², provide suitable evidence/design to illustrate that stormwater attenuation will be provided for all impervious surfaces to ensure compliance with Chapter 4, and more specifically Section 4.11 of Council's Environmental Engineering Standards 2010, to the satisfaction of the Senior Environmental Engineering Officer.
- 3) Mustelids and rodents shall not be kept on the Lots and no more than two cats (for Lots 45-49) and/or two dogs (which must be spayed or neutered), and always identifiable with microchips or named collars, shall be kept on each Lot. Dogs shall be securely contained on-site at all times. No cats shall be kept on Lot 53-74 inclusive.

All owners are to be aware that Pukenui Forest is a pest managed area with pest controls that may kill any pets that stray there and some of the Lots in the Karanui development itself may have on-going pest controls that can harm pets. If pets are trapped and harmed or killed as a consequence of those on-going pest controls, the owner shall have no right of complaint nor be able to take any proceedings in respect of that event.

- 4) No building may be erected within the 'no build areas' zone identified on the Plan.
- 5) There shall be no more than one residential unit per Lot.

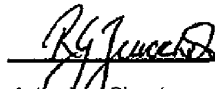
- 6) The total building coverage on a Lot may not exceed 500m² or 5% of the net Lot area, whichever is the greater.
- 7) Building facade materials and finishes shall have a reflectance value of no more than 40%. Smaller architectural elements, such as joinery or other minor features, are excluded from this requirement. Windows shall not be mirror type glazing.
- 8) Roof surfaces shall have a reflectance value of no more than 30%.
- 9) Building heights shall be limited to 6.0 metres maximum as defined in the District Plan.
- 10) The maintenance of the swale drain and vehicle crossing within the road reserve (directly adjacent to each Lot) is the responsibility of the property owner. These structures shall be maintained consistent with the Maintenance Manual – Stage 3 (ref WH33367) by Cato Bolam dated 10 March 2017, held in file SL1400005 at Council. No modification to these swales or to vehicle crossings shall be undertaken without the approval of Council's Roading Manager. The constructions of any additional crossings require the approval of Council's Roading Manager.
- 11) All internal infrastructure is retained and managed by Lot owners on an on-going basis. Council shall only be responsible for maintenance of the carriageway within the legal road, recreational reserve and parking area. All other infrastructure including, but not limited to, vehicle crossings, swale drains, and any other stormwater infrastructure on legal road and private property, fencing, walkways, fire fighting infrastructure, and amenity/landscape planting is to be managed either by the Karanui Recreational and Environmental Protection Trust or adjacent Lot owners.
- 12) While the Urban Transition Environment remains in place no application may be made for any subdivision that would create extra Lots not otherwise authorised by the consent.
- 13) Dry stone walls are not to be removed. Dry stone walls on any property boundary and on the adjoining road berm shall be maintained to a good standard by the Lot owner.
- 14) Fencing installed by the consent holder at subdivision stage in accordance with the conditions of this consent (including any front fence, any fence adjoining a walkway, any riparian fence and the dog-proof fence) and shall be maintained by adjoining owners in accordance with (as relevant) shown in Figures 11 - 13, 16 and 17 "Karanui Management Plan – 390 Three Mile Bush Road, Kamo" by Evo Holdings Limited held in file SL1400005 at Council.
- 15) Fences or barriers within 10 metres of the roadside boundary of private Lots shall be less than 1.0 metre in height. Fencing between that 10 metre line and the road frontage of the house or other building on the Lot shall be less than 1.5 metres in height. Any barrier that lies between the road and the building on the Lot (and which is in addition to the low roadside barrier installed by the developer) should have a high level of porosity, with the solid component of the barrier not constituting more than 40% of the volume when viewed in elevation.

- 16) Any fence or barrier between the road face of the house or other building on the Lot and the road shall have similar reflectance values and hues to building roofs on the Lot.
- 17) Any fence or barrier not covered by the above controls shall be no higher than 2.0 metres.
- 18) Fences adjoining walkways and the dog control fence are to be maintained by the adjoining owner.
- 19) Any planting within 3.0 metres of the western boundary of Lots 45 to 49 is to achieve a height of no more than 2.5 metres.
- 20) Any planting between the road face of the house or other building on the Lot and the road shall achieve a height of no more than 1.5 metres, except for up to 4 specimen trees.
- 21) Any building within the Covenanted Building Areas as shown on the Plan shall be set back at least 8.0 metres from road boundaries and 3.0 metres from other boundaries.
- 22) Any ancillary building that extends forward of the centreline of the house in relation to the adjacent road corridor shall be of the same structure, form, material and colours as the house itself.
- 23) Any tanks on the western boundary of Lots 45-49 shall be buried to achieve a height of no more than 1.2 metres. All water tanks not on Lots 45-49 shall not be higher than 1.5 metres above the ground including risers and shall be screened from view from outside the Lots.
- 24) All private Lots utilised for residential purposes shall have a minimum 25,000 litre on-site water tank for water reuse. Tanks water supply to residential dwelling shall be filtered to a minimum 5 micron level with an inline device.
- 25) New tree planting shall be in accordance with the document called Figure 5: Karanui Management Plan Concept "Karanui Management Plan – 390 Three Mile Bush Road, Kamo" by Evo Holdings Limited held in file SL1400005 at Council.
- 26) The existing mature indigenous trees shown as being retained on document called Figure 15 Open Space Planting and Ecological Plan "Karanui Management Plan – 390 Three Mile Bush Road, Kamo" by Evo Holdings Limited held in file SL1400005 at Council and new planting as shown on Figure 15 may not be removed.
- 27) On Lots 53, 54, 57 and 101 no riparian planting may be removed and any riparian area potentially accessible by stock is to have fencing maintained in accordance with Figure 15 Open Space Planting and Ecological Plan "Karanui Management Plan – 390 Three Mile Bush Road, Kamo" by Evo Holdings Limited held in file SL1400005 at Council.
- 28) At building consent stage each Lot owner shall provide detailed investigations and plans of a wastewater disposal system that will suit the location and scale of their proposed dwelling. Wastewater disposal system must meet the following standards:
 - (a) be Advanced Secondary Treatment Systems,

- (b) be Reticulating Packed Bed Reactor (RPBR) or approved superior treatment system as supplied by the consent holder; and
 - (c) be compliant with AS/NZS 1547:2002 and On Site Effluent Treatment National Testing Programme (OSETNTP).
- 29) The owners of Lots 47, 56, 57, 63 and 69 containing a fire fighting tank as shown in Engineering Design Plans, Sheet 58 'Water Tank Layout for Fire Fighting Purposes with Tank Source Details' dated 08/12/2016 held in file SL1400005 at Council shall maintain the fire fighting tank and associated infrastructure in good working condition. The tank must be kept full at all times and if emptied the tank shall be re-filled as soon as practically possible. For all other Lots served by a tank the location of the fire water supply is identified on the Water Layout for Fire Fighting Purposes plan.

DATED at Whangarei this 10th day of APRIL 2017

SIGNED for WHANGAREI DISTRICT COUNCIL
pursuant to the authority of the Council given pursuant
to the Local Government Act 2002 and the Resource
Management Act 1991



Authorised Signatory
Ricardo Giovanni Zucchetto
Post Approval & Development Contributions Officer

STATEMENT OF PASSING OVER

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