

# CERTIFICATE OF TITLE

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**OWN**  
REAL ESTATE



**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** **994896**  
**Land Registration District** **North Auckland**  
**Date Issued** 24 March 2022

**Prior References**  
NA53D/1030

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**Estate** Fee Simple  
**Area** 600 square metres more or less  
**Legal Description** Lot 47 Deposited Plan 561757  
**Registered Owners**

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**Interests**

Appurtenant hereto is a right of way created by Transfer 671343 - Produced on 24.11.1961 at 9.30 am and entered on 13.12.1961 at 10.46 am

Appurtenant hereto are water rights specified in Easement Certificate B199435.4 - 27.7.1983 at 2.20 pm

Appurtenant hereto is a water right created by Transfer B223481.1 - 10.10.1983 at 2:15 pm

12259211.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 24.3.2022 at 10:24 am

12259211.5 Surrender of water rights over parts marked A and B on DP 99045 specified in Easement Certificate B199435.4 - 24.3.2022 at 10:24 am

Appurtenant hereto is a right to drain water created by Easement Instrument 12259211.7 - 24.3.2022 at 10:24 am

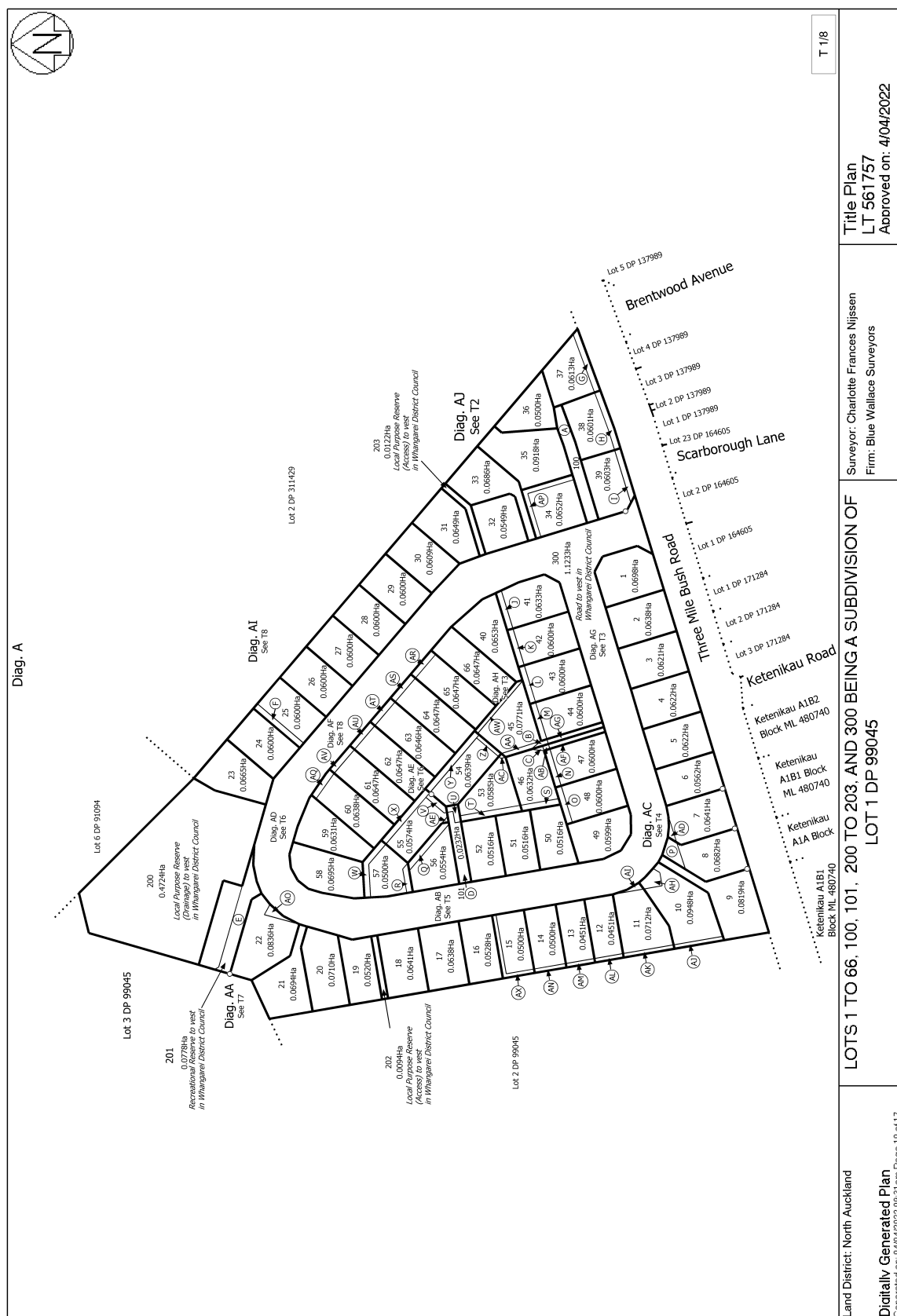
The easements created by Easement Instrument 12259211.7 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to drain water and sewage over part marked N on DP 561757 in favour of Whangarei District Council created by Easement Instrument 12259211.9 - 24.3.2022 at 10:24 am

The easements created by Easement Instrument 12259211.9 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Covenant Instrument 12259211.11 - 24.3.2022 at 10:24 am

Fencing Covenant in Transfer 12540439.2 - 1.9.2022 at 12:40 pm



# View Instrument Details



**Instrument No** 12259211.11  
**Status** Registered  
**Date & Time Lodged** 24 March 2022 10:24  
**Lodged By** Gavin, Christine Margaret  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
994850	North Auckland
994851	North Auckland
994852	North Auckland
994853	North Auckland
994854	North Auckland
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994909	North Auckland
994910	North Auckland
994911	North Auckland
994912	North Auckland
994913	North Auckland
994914	North Auckland
994915	North Auckland

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**Annexure Schedule** Contains 6 Pages.

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#### **Covenantor Certifications**

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

#### **Signature**

Signed by Gemma Anne Bodle as Covenantor Representative on 24/03/2022 09:47 AM

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#### **Covenantee Certifications**

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

**Signature**

Signed by Gemma Anne Bodle as Covenantee Representative on 24/03/2022 09:47 AM

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

**Covenant Instrument to Note Land Covenant**  
Sections 116(1)(a) and (b) Land Transfer Act 2017

**Covenantor**

TMB LIMITED

**Covenantee**

TMB LIMITED

**Grant of Covenant**

The **Covenantor**, being the registered owner of the burdened land set out in Schedule A, grants to the **Covenantee** the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

**Schedule A**

*Continue in additional Annexure Schedule if required*

Purpose of Covenant	Shown (Plan Reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title)
Land Covenant	N/A	Lots 1-66 DP 561757 RT 994850-994915	Lots 1-66 DP 561757 RT 994850-994915

**Covenant Terms and Conditions**

The provisions applying to the specified covenants are those set out in Annexure Schedule 1.

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**SCHEDULE 1- LAND COVENANTS**

1. The Covenantor as registered owner of the land identified in Schedule A as the Burdened Land has agreed to create land covenants in favour of the Covenantee who is the registered owner of the land identified in Schedule A as the Benefited Land to the intent the Burdened Land will be bound by the conditions described below in perpetuity (or such earlier time as may be specified) and the owners and occupiers for the time being of the Benefited Land may enforce such conditions against the owners for the time being of the Burdened Land and such conditions will run with the Burdened Land for the benefit of the Benefited Land to that intent. Accordingly the Covenantor covenants with the Covenantee and such other person or persons as are nominated by the Covenantee as provided below.
2. Developer shall mean TMB Limited and its successors and assigns or any person or entity appointed as a representative or in the place of TMB Limited.
3. The Covenantor will not erect or place (or permit to be erected or placed) on the land any dwelling house or building without first obtaining the written approval of the Developer or any agent appointed by it to the plans of such dwelling house or building, and the materials, finish and exterior colours to be used in the construction of the dwelling house or building. Any variation to or deviation from the approved plans not approved by the Developer will be a breach of this clause.

Clauses 3, 5(d), 5(g) and 5(i) shall cease to have effect 15 years after the first dwelling house on the land is completed.

4. As a guide to construction and design the Covenantor shall not erect or place on the land or allow to be erected, constructed or placed on the land any dwelling house which is not a new residential dwelling house. Two storied dwelling houses are not permitted unless the Covenantor has obtained the prior written consent of the Covenantee and/or Developer. The dwelling house shall have a minimum ground floor area of 165 square metres (including garages). When the plans are submitted to the Developer for approval under clause 3 the Developer may (at the Developer's sole discretion) vary the minimum ground floor area to ensure the building is congruent with the Developer's modern and well-designed residential subdivision. The exterior cladding shall consist entirely of any of the following materials:
  - (a) Kiln fired concrete brick or stone approved by the Developer;
  - (b) Texture finishes of a good quality plaster system;
  - (c) Timber weatherboard, Linea weatherboard, Palliside weatherboard, aluminium pre finished weatherboard and modern exterior finishes;
  - (d) The colour of any paint finish of the exterior of the dwelling must be approved by the Developer.



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PROVIDED THAT

- (i) Alternative upper floor exterior cladding may be used if first approved by the Developer;
- (ii) The Developer may waive the minimum floor area if it is satisfied that in all other respects the building complies with all other requirements of the covenants contained in these clauses;
- (iii) In addition the Covenantor shall not allow any form of metal roofing on the land unless the same is Colour Steel "Endura" roofing;

Notwithstanding anything in the preceding clauses, the Developer in its absolute discretion may approve of an alternative exterior cladding not specified in this instrument if in its opinion any variation does not detract from the value of the adjacent properties.

5. The Covenantor further covenants:

- (a) That construction of the building shall commence no later than twelve months after the settlement date or as agreed with the Covenantee.
- (b) Not to permit the construction of the exterior of any dwelling house on the land to take more than a period of nine months from the commencement of construction of that dwelling house.
- (c) Not to permit the driveway on the land to remain uncompleted without a solid running course for more than two months after completion of the dwelling house. The driveway is required to be finished with an exposed aggregate finish or tinted concrete to be approved by the Developer. Untinted concrete will not be approved. The landscaping is to be completed within two months after the completion of the dwelling to the satisfaction of the Developer.
- (d) That no work for the erection of improvements whether the same be for buildings, accessory buildings, fences, exterior finishing's and excavation of foundations upon the land shall be commenced unless plans and specifications and all other details of construction and finishing's as the Developer at its absolute discretion may require have been first submitted to it or its agents and have received its written approval, which approval shall not be unreasonably withheld where the Developer is satisfied that the dwelling house will comply with the terms of this instrument and the Covenantor shall not erect or permit to be erected any improvement upon the land not first approved by the Developer in terms of this clause.
- (e) Not to permit or carry out the erection of any temporary building or structure upon the land except such as may be used in conjunction with the construction of

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permanent buildings and which will be removed from the land upon completion of the work.

- (f) Not to permit or carry out the placing or erection upon the land or any building previously erected on other land excepting new transportable homes approved by the Developer and temporary structures placed there in conjunction with the construction of a permanent dwelling house.
  - (g) Not to subdivide or cross lease the land and not to erect or allow to be erected on the land any buildings other than one family dwelling house with garaging.
  - (h) Not to permit or cause the land to be occupied or used unless:
    - (i) A building has been substantially completed in accordance with the terms of these covenants, and
    - (ii) The building meets the requirements of the appropriate Local Authority.
  - (i) That no dwelling house shall be constructed to a single rectangle or square and it must contain more than two hips or two gables in the roofline. Flat or raked roofed dwellings are acceptable provided they meet all the covenants and have more than one level of roofing. This covenant may be waived at the sole discretion of the Developer.
6. Unless approved by the Developer, not to erect a fence constructed of materials other than brick, plastered concrete block, wrought iron, air stone or timber and:
- (a) No fence shall exceed 1.83 metres in height above natural ground level.
  - (b) No fence shall exceed 1.2 metres above natural ground level on any road front or side boundary closer than 5 metres from the street boundary or closer than the house to the street boundary, whichever is the greater. The top of the fence will in all cases be level.
  - (c) All retaining walls on road frontages to be approved by the Developer. No timber paling fences are to be erected on road front boundaries. Any timber paling fences visible from the front are to be painted or stained.
  - (d) No fence bordering the existing retaining wall to be more than 1.4 metres high, within 3 metres of the boundary.
7. Not to permit or cause the removal of soil from the land except as shall be necessary for the construction of the building thereon.

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8. Not to permit or cause any rubbish to accumulate or be placed upon the land and not to permit any excessive growth of grass so that the same becomes long or unsightly.
9. Not to permit or cause any advertisement sign or hoarding of a commercial nature to be erected on any part of the land without the prior consent in writing of the Developer ("for sale" signs are excluded).
10. Not to allow any animals on the land other than quiet domesticated pets which definition shall without restricting the generality of such term exclude goats, sheep, horses, pigs, poultry, beehives and any dangerous or aggressive dogs.
11. That all clotheslines and garden sheds are to be away from the road or right of way access and obscured from sight of the road or right of way access. Metal garden sheds are not permitted unless they are Colour Steel "Endura" range or timber.
12. Not to permanently park any vehicle, caravan or boat on or within five metres of any street or right of way unless situated within enclosed garages constructed on the land, provided that this prohibition shall not apply to any invitee of the Covenantor where such invitees are not residing with the Covenantor and the vehicles are parked temporarily only.
13. Not without the consent of the Developer erect or permit to be erected any building, structure or other improvement of any kind upon the land, the height of which exceeds 6.0 metres above the finished ground level of the land (that measurement to be taken at the middle point of the land) provided that aerials, satellite dishes, chimneys and other similar appurtenances of a domestic nature will not be a breach of this clause.
14. The Developer will mow the land for a period of four (4) months after the issue of title free of charge to the Covenantor. After the four month period has expired the Covenantor will from that day keep the land in a neat and tidy condition and will prevent long grass and weeds growing thereon. The Developer may after the four month period has expired in order to preserve the overall appearance of the subdivision continue to mow the land on behalf of the Covenantor. The cost of so doing shall be paid by the Covenantor at a rate of \$80.00 plus GST for each mow of the land. The Developer shall not be responsible for any damage to any structure or object, or deterioration occasioned to the land as a result of the reasonable exercise by the Developer or its powers under this clause. The Covenantor grants the Developer a licence to enter for the purposes of this clause. This clause will continue until the Covenantor commences construction of a house on the land.
15. The Developer may at any time by written notice waive any condition, either temporarily or permanently, and such waiver may be registered against the record of title(s) to the property.
16. Acknowledging that the value of the Benefited Land will be affected by the standard of buildings erected on the land and by failure to comply with the covenants contained in the preceding clauses and sub clauses, the Covenantor covenants for the Covenantor personally and their executors, administrators and assigns that should the Covenantor fail to comply with, observe, perform, or complete any of the covenants and restrictions contained in clauses

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1-13 and without prejudice to any other liability the Covenantor may have to the Developer or any other person the Covenantor will:

- (a) Immediately upon receipt of a written demand for payment from the Covenantee/Developer or the Covenantee/Developer's solicitors pay to the Covenantee/Developer as liquidated damages the sum of ONE THOUSAND DOLLARS (\$1,000.00) per day for each day the default continues unremedied, such liquidated damages to be limited to a maximum value of \$150,000.00; and
- (b) Shall immediately undertake such remedial action as may be required by the Covenantee/Developer including but not limited to permanently removing or causing to be permanently removed from the Property any improvement or structure so erected or repaired or other cause of any breach or non-observance of the foregoing covenants;
- (c) Pay on demand the Covenantee/Developer's costs incurred in respect of the default and any enforcement or attempted enforcement of the Covenantee/Developer's rights, such costs to include but not be limited to legal costs on a solicitor client basis;
- (d) Pay interest at the rate of 15% on any money which may be demanded and not paid, such interest to accrue from the date of the demand until the date it is finally received by the Developer,

PROVIDED THAT:

- (i) Except for those defaults notified to the Covenantor when it is a registered owner the Covenantor shall only be liable while the Covenantor is a registered owner of the land.
- (ii) If a default is completely and finally remedied within one month of notice in writing requiring the removal or remedy of such cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the said covenants, the sum payable under clause 14 shall abate to \$1.00 per day provided that this abatement shall not apply in respect of any subsequent default of a similar nature.

The right of the Developer to enforce the terms of the rights and benefits conferred by the foregoing covenants and by this clause shall continue for 12 calendar months from the date on which it ceases to be a Registered Owner of any of the land comprised in DP 561757 provided however that the Developer is under no liability whatsoever to enforce these covenants.

# View Instrument Details



<b>Instrument No</b>	12259211.2
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	24 March 2022 10:24
<b>Lodged By</b>	Gavin, Christine Margaret
<b>Instrument Type</b>	Consent Notice under s221(4)(a) Resource Management Act 1991



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<b>Affected Records of Title</b>	<b>Land District</b>
NA53D/1030	North Auckland

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**Annexure Schedule** Contains 2 Pages.

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## Signature

Signed by Gemma Anne Bodle as Territorial Authority Representative on 24/03/2022 09:10 AM

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

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

**A N D**

**IN THE MATTER** of a subdivision consent as  
evidenced by Land Transfer  
Plan No. 561757 ("Plan")

**A N D**

**IN THE MATTER** of a Consent Notice issued  
pursuant to Section 221 of the  
Act by **WHANGAREI**  
**DISTRICT COUNCIL**  
("Council")

**IT IS HEREBY CERTIFIED** that the following conditions to be complied with on a continuing basis by the subdividing owner and subsequent owners of certain lots on the Plan ("Lots") were imposed by Council as conditions of approval for the subdivision as effected by the Plan.

**Lots 1-66 (inclusive)**

1. Any development on the Lots shall comply with the restrictions and recommendations identified in "Geotechnical Completion Report, The James, Three Mile Bush Road" reference 73858 Rev D dated 9 March 2022 prepared by Land Development Engineering (including without limitation section 4.5 titled "Lot Summary"), a copy of which is available from Council under reference SL19000025, unless an alternative engineering report prepared by a suitably experienced Chartered Professional Engineer is approved in writing by Council.
2. Where a vehicle entrance crossing does not exist at the time of lodging a building consent for any building on any Lot, the owner of the Lot shall obtain a vehicle crossing permit from the Council to provide for construction of a vehicle crossing in accordance with Sheet 18 Residential Single Width Crossing and also in accordance with Sheets 22 and 23 of Council's Environmental Engineering Standards 2010 Edition. Entrance crossings are to be designed and constructed in such a manner that will control stormwater run-off entering a Lot from the road, and will likewise prevent stormwater and detritus, including gravel, dirt and other materials, migrating onto the road reserve from a Lot. The works shall be completed in full and the owner of the Lot shall submit to Council's Development Engineer a producer statement (construction) EES PS4 prepared by a Council approved IQP/CPEng in accordance with Council's Environmental Engineering Standards 2010 prior to the Code Compliance Certificate being issued by Council for the relevant building consent.
3. Any vehicle crossing shall be designed to minimise the loss of on-street parking where a parking bay has been constructed on the roadway adjacent to the Lot. The crossing shall be located to ensure that a minimum parking space length of 5.5 metres remains between the crossing and the end of the parking bay. The maximum width of the crossing shall be limited to 5.5m including the splays (unless a wider crossing is approved by Council through the vehicle crossing permit

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process). The details of the crossing shall be submitted as part of the vehicle crossing permit application. The application shall be made prior to or in conjunction with the building consent application.

**Lots 1-9 (inclusive) and Lots 37-39 (inclusive)**

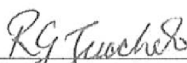
4. The Lots shall not obtain any vehicular or pedestrian access directly onto Three Mile Bush Road. No portion of the drystone wall located on the Lots forming the Three Mile Bush Road boundary is to be damaged, destroyed, or otherwise removed.

**Lots 34 and 39**

5. At the time of building consent, Lot 39 shall form their vehicle access from the shared access within the first 10 metres of the western boundary.  
At the time of building consent, Lot 34 shall form their vehicle access from the shared access within the first 21 metres of the western boundary.

**DATED** at Whangarei this 18<sup>th</sup> day of MARCH 2022

**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/Karen Toni Satherley**  
**Post Approval Officer**



# View Instrument Details

<b>Instrument Type</b>	Transfer
<b>Instrument No</b>	12540439.2
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	01 September 2022 12:40
<b>Lodged By</b>	Thomson, Kim Sandra

<b>Affected Records of Title</b>	<b>Land District</b>
994896	North Auckland

**Transferors**  
TMB Limited

**Transferees**

## Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

## Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Elijah T Huanui Tamati as Transferor Representative on 01/09/2022 09:37 AM

## Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Danvers Gordon Charles Baker as Transferee Representative on 01/09/2022 11:03 AM

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



## NOTES

[illegible]

## NOTES

[illegible]

## NOTES

[illegible]

## STATEMENT OF PASSING OVER

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