

View Instrument Details



Instrument No 11753994.5
Status Registered
Date & Time Lodged 21 May 2020 15:20
Lodged By Garvey, Amanda Marie
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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898757	Wellington
898758	Wellington
898759	Wellington
898760	Wellington
898761	Wellington
898762	Wellington
898763	Wellington
898764	Wellington
898765	Wellington
898766	Wellington
898767	Wellington
898768	Wellington
898769	Wellington
898770	Wellington
898771	Wellington
898772	Wellington
898773	Wellington
898774	Wellington
898775	Wellington
898776	Wellington
898777	Wellington
898778	Wellington
898779	Wellington
898780	Wellington
898781	Wellington
898782	Wellington
898783	Wellington
898784	Wellington
898785	Wellington
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898789	Wellington
898790	Wellington
898791	Wellington
898792	Wellington
898793	Wellington
898795	Wellington
898796	Wellington
898797	Wellington
898798	Wellington
898800	Wellington

Annexure Schedule Contains 7 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Crichton Hanley Parker as Covenantor Representative on 21/05/2020 02:42 PM

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 Crichton Hanley Parker as Covenantee Representative on 21/05/2020 02:42 PM

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

Form 26

Covenant Instrument to note land covenant

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

Covenantor

KOHEKOHE DEVELOPMENTS LIMITED

Covenantee

KOHEKOHE DEVELOPMENTS LIMITED

Grant of Covenant

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

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	DP 538654	Lot 4 DP 538654 (RT 898757) Lot 5 DP 538654 (RT 898758) Lot 6 DP 538654 (RT 898759) Lot 7 DP 538654 (RT 898760) Lot 8 DP 538654 (RT 898761) Lot 9 DP 538654 (RT 898762) Lot 10 DP 538654 (RT 898763) Lot 11 DP 538654 (RT 898764) Lot 12 DP 538654 (RT 898765) Lot 13 DP 538654 (RT 898766) Lot 14 DP 538654 (RT 898767) Lot 15 DP 538654 (RT 898768) Lot 16 DP 538654 (RT 898769) Lot 17 DP 538654 (RT 898770) Lot 18 DP 538654 (RT 898771) Lot 19 DP 538654 (RT 898772) Lot 20 DP 538654 (RT 898773) Lot 21 DP 538654 (RT 898774) Lot 22 DP 538654 (RT 898775) Lot 23 DP 538654 (RT 898776) Lot 24 DP 538654 (RT 898777) Lot 25 DP 538654 (RT 898778) Lot 26 DP 538654 (RT 898779)	Lot 4 DP 538654 (RT 898757) Lot 5 DP 538654 (RT 898758) Lot 6 DP 538654 (RT 898759) Lot 7 DP 538654 (RT 898760) Lot 8 DP 538654 (RT 898761) Lot 9 DP 538654 (RT 898762) Lot 10 DP 538654 (RT 898763) Lot 11 DP 538654 (RT 898764) Lot 12 DP 538654 (RT 898765) Lot 13 DP 538654 (RT 898766) Lot 14 DP 538654 (RT 898767) Lot 15 DP 538654 (RT 898768) Lot 16 DP 538654 (RT 898769) Lot 17 DP 538654 (RT 898770) Lot 18 DP 538654 (RT 898771) Lot 19 DP 538654 (RT 898772) Lot 20 DP 538654 (RT 898773) Lot 21 DP 538654 (RT 898774) Lot 22 DP 538654 (RT 898775) Lot 23 DP 538654 (RT 898776) Lot 24 DP 538654 (RT 898777) Lot 25 DP 538654 (RT 898778) Lot 26 DP 538654 (RT 898779)

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Annexure Schedule

Purpose of Covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	DP 538654	Lot 27 DP 538654 (RT 898780) Lot 28 DP 538654 (RT 898781) Lot 29 DP 538654 (RT 898782) Lot 30 DP 538654 (RT 898783) Lot 31 DP 538654 (RT 898784) Lot 35 DP 538654 (RT 898785) Lot 36 DP 538654 (RT 898786) Lot 39 DP 538654 (RT 898787) Lot 40 DP 538654 (RT 898788) Lot 41 DP 538654 (RT 898789) Lot 42 DP 538654 (RT 898790) Lot 43 DP 538654 (RT 898791) Lot 44 DP 538654 (RT 898792) Lot 45 DP 538654 (RT 898801) Lot 46 DP 538654 (RT 898793) Lot 50 DP 538654 (RT 898795) Lot 51 DP 538654 (RT 898796) Lot 52 DP 538654 (RT 898797) Lot 58 DP 538654 (RT 898798) Lot 60 DP 538654 (RT 898800)	Lot 27 DP 538654 (RT 898780) Lot 28 DP 538654 (RT 898781) Lot 29 DP 538654 (RT 898782) Lot 30 DP 538654 (RT 898783) Lot 31 DP 538654 (RT 898784) Lot 35 DP 538654 (RT 898785) Lot 36 DP 538654 (RT 898786) Lot 39 DP 538654 (RT 898787) Lot 40 DP 538654 (RT 898788) Lot 41 DP 538654 (RT 898789) Lot 42 DP 538654 (RT 898790) Lot 43 DP 538654 (RT 898791) Lot 44 DP 538654 (RT 898792) Lot 45 DP 538654 (RT 898801) Lot 46 DP 538654 (RT 898793) Lot 50 DP 538654 (RT 898795) Lot 51 DP 538654 (RT 898796) Lot 52 DP 538654 (RT 898797) Lot 58 DP 538654 (RT 898798) Lot 60 DP 538654 (RT 898800)

Covenant rights and powers (including terms, covenants and conditions)

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

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Annexure Schedule

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Registrar-General of Land

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

The registered owners of the Burdened Land for the benefit of the registered owners of the Benefited Land hereby covenant in the manner below so that the covenants run with the Burdened Land for the benefit of each of the other lots comprising the Benefited Land:

1. The Registered owners of the Burdened Land will not:

1.1 Use

- a Use any part of the Lot or permit the same to be used for any trading or commercial purpose, unless:
 - i That purpose is a permitted activity under the relevant district plan and complies in all respects with the district plan and the requirements of the territorial authority; and
 - ii Is ancillary and subordinate to the principal use of the Lot as a residence.
- b Notwithstanding the above the Lot may not be used as a church, a hall or as a rental property owned by a Government Department or other Government entity.

1.2 Subdivision or Amalgamation

- a Subdivide the Lot further in order to create any additional lots whether by fee simple titles, unit titles, cross leases or otherwise.
- b In the event the Covenantor amalgamates the Lot with any other part of the Burdened or Benefited Land then for the purposes of these covenants the amalgamated lot/s will be deemed to comprise one single lot. Thereafter, the Covenantor will not be entitled to subdivide the amalgamated lot/s into a greater number of lots that made up the amalgamated lot/s.
- c Grant to any party any easement, right or thing over the Lot for the purpose of providing any service;
 - i To any adjoining property; or
 - ii For the benefit of any party.
- d Vest any part or all of the Lot in Council for any purpose or grant to Council or any other party any consent or easement (whether registered or unregistered).
- e c and d above may be waived by obtaining the prior written approval of Kohekohe Developments Limited (Kohekohe Developments).

1.3 Single Dwelling with Minimum Floor Area and Value

- a Erect, place or permit to be erected or placed on the Lot more than one single dwelling house. The dwelling house (after including any closed in lock-up garage but excluding any verandas, patios and other attached structures) will have a closed-in floor area or not less than 130 square metres and a value of not less than \$250,000.00.

If this annexure schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

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*Insert instrument type***Land Covenant***Continue in additional Annexure Schedule, if required*

- b Notwithstanding clause 1.3 (a) a dwelling house with a main living area and a separate but integrated subordinate living area commonly known as a "minor dwelling" is permitted where the subordinate living area is confined within the overall roofline of the dwelling house and does not give the external appearance of comprising a separate dwelling.
- c The Covenantor will ensure that all garages and outbuildings are constructed in keeping with the style, colour and cladding of the dwelling.
- d No improvement or associated works in the course of construction shall be left without substantial work being carried out for a period exceeding three (3) months.
- e Completion of construction of the dwelling house shall not extend beyond thirty six (36) months from the date of purchase of the Lot.

1.4 No temporary or relocated Buildings

Erect or place or permit to be erected or placed on the Lot any second hand or relocated building or caravan, bus, shed, tent or vehicle for use as a dwelling or temporary dwelling.

1.5 Restriction on Materials

- a Erect or permit to be erected on the Lot any dwelling or any other building or structure that:
 - i Is constructed in part or full with external second hand materials (other than bricks or decorative stone);
 - ii Has a basement which is not fully enclosed with exterior cladding complying in all respects with the other provisions of this clause; or
 - iii Incorporates or has:
 - (a) Fibrolite, hardiflex, hardiplank or like products or flat ply as wall claddings unless such claddings are coated externally with a plastered or rendered finish;
 - (b) Unpainted corrugated iron as roofing material or any other roofing material which is primarily unpainted metallic; or
 - (c) Does not comply with the terms and conditions of the resource and building consents obtained by the Covenantor from the territorial authority.
- b Leave the exterior of any dwelling house unfinished or any exterior wall or door unpainted or unstained, except where cedar cladding or decorative stone or brick are used.

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Annexure Schedule

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Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

1.6 Vehicles

- a Allow any immobile or broken down vehicle/s to be placed or sited on the Lot in a position where they are visible from the road; or
- b Place or leave any immobile or broken down vehicle/s on any road/reserve or area used for access in the subdivision; or
- c Allow or permit any commercial vehicle, truck or truck and trailer unit, caravan or trailer boat exceeding seven (7) metres in length to be located on the road, or within five (5) metres of the road or right of way access to which the Lot has frontage, for any period greater than 4 hours in any one twenty four (24) hour period.

1.7 Fencing

- a Erect or place or permit to be erected or placed any fencing or boundary wall or hedge on the Lot;
 - i Of a height exceeding 1.2 metres on any part of the boundary line fronting:
 - (a) a public road; or
 - (b) within 3.5 metres of that boundary line; or
 - (c) a right of way granting access to the Lot.
 - ii In respect of the lateral and rear boundaries, of a height exceeding 1.2 metres within a distance of 3.5 metres from the front boundary, and 2.0 metres in respect of all other boundaries.
 - iii Comprising:
 - (a) Materials of wire, wire netting, corrugated iron or plywood sheeting, except for those properties on the boundary of the Hemi Matenga Reserve, where the Department of Conservation require a minimum 9 wire boundary fence; or
 - (b) Any untextured flat fibre cement sheeting; or
 - (c) Any untextured fibrolite; or
 - (d) Long run roofing material, flat iron or the like.
 - iv Call upon the Covenantor to pay for or contribute to the cost of erection or maintenance of any boundary fence between the Lot and any adjoining land owned by the Covenantor. This covenant will not enure for the benefit of any subsequent owner of such adjoining land.

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Annexure Schedule

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Land Covenant

*Continue in additional Annexure Schedule, if required***1.8 Signage**

- a Erect or place or permit to be erected on any part of the Lot, adjacent land, road or right of way, any advertisement sign or hoarding of a commercial nature, save that:
 - i During the course of construction of a dwelling on the Lot a builder's sign not exceeding 1.2 square metres in area may be displayed; and
 - ii In the case of a completed dwelling a "for Sale" sign not exceeding 1.2 square metres is permitted.

2.0 Alternative Approval

- a Should any proposed dwelling house, building, structure, fence or landscaping on the Lot not comply with the covenants contained herein then the plans for such dwelling house, building, structure, fence or landscaping must be submitted to Kohekohe Developments (or any person or person's appointed by it) for approval. Written approval may be given at the sole discretion of Kohekohe Developments where in the sole opinion of Kohekohe Developments such approval would not detract from the overall quality and appearance of the subdivision. Any such approval may be given on and subject to such terms and conditions as Kohekohe Developments determines.
- b Approval by Kohekohe Developments will not serve as a precedent for, or bind Kohekohe Developments or any nominee in any matter with respect to any future application for approval.

3.0 Landscaping

- a The Covenantor will within three months of completion of a dwelling house on the Lot, landscape the Lot with lawns and shrubs.
- b The Covenantor will ensure that any stepped retaining walls and exposed banks on the Lot are planted in grass and/or shrubs and that there are no areas of bare clay, gravel or earth on the lot.
- c The Covenantor will keep the lot in a neat and tidy condition and will ensure that grass and/or weeds will not exceed 150 millimetres in height or otherwise become unsightly. If the Covenantor fails to do so, the Covenantor will indemnify Kohekohe Developments against the costs of Kohekohe Developments remedying the default and Kohekohe Developments may enter the Lot for the purpose of remedying such default.

4.0 Default

- a If there should be any breach or non-observance of any of these covenants and without prejudice to any other liability which the Covenantor may have to any person having the benefit of this covenant, the Covenantor will upon written demand being made by any Covenantee:

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Annexure Schedule

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Land Covenant

Continue in additional Annexure Schedule, if required

- i Pay to the person making such demand as liquidated damages the sum of \$250.00 (Two hundred and fifty dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made;
- ii Remove or cause to be removed from the Lot any dwelling, garage, building, fence or other structure erected or placed on the Lot in breach or non-observance of the above covenants; and
- iii Replace any building materials used in breach or non-observance of the above covenants.

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REF: 7225 - AUCKLAND DISTRICT LAW SOCIETY INC.