

# View Instrument Details



**Instrument No** 11273934.6  
**Status** Registered  
**Date & Time Lodged** 20 February 2019 16:22  
**Lodged By** Dewhurst, Sarah Louise  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



---

Affected Records of Title	Land District
848119	North Auckland
848120	North Auckland
848121	North Auckland
848122	North Auckland
848123	North Auckland
848124	North Auckland
848125	North Auckland
848126	North Auckland
848127	North Auckland
848128	North Auckland
848129	North Auckland
848130	North Auckland
848131	North Auckland
848132	North Auckland
848133	North Auckland
848134	North Auckland

---

**Annexure Schedule:** Contains 6 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 Georgina Brettargh Smith as Covenantor Representative on 12/03/2019 03:16 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

---

**Covenantee 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 Georgina Brettargh Smith as Covenantee Representative on 12/03/2019 03:16 PM

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

**Covenant Instrument to note land covenants**  
(Section 116(1)(a) & (b) Land Transfer Act 2017)

**Covenantor**

**EB DEVELOPMENTS LIMITED**

**Covenantee**

**EB 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**

*Continue in additional Annexure Schedule if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	DP 527090	Lot 63 DP 527090 RT 848119	Lot 63 DP 527090 RT 848119
		Lot 64 DP 527090 RT 848120	Lot 64 DP 527090 RT 848120
		Lot 65 DP 527090 RT 848121	Lot 65 DP 527090 RT 848121
		Lot 66 DP 527090 RT 848122	Lot 66 DP 527090 RT 848122
		Lot 67 DP 527090 RT 848123	Lot 67 DP 527090 RT 848123
		Lot 68 DP 527090 RT 848124	Lot 68 DP 527090 RT 848124
		Lot 69 DP 527090 RT 848125	Lot 69 DP 527090 RT 848125
		Lot 70 DP 527090 RT 848126	Lot 70 DP 527090 RT 848126
		Lot 71 DP 527090 RT 848127	Lot 71 DP 527090 RT 848127
		Lot 72 DP 527090 RT 848128	Lot 72 DP 527090 RT 848128
		Lot 73 DP 527090 RT 848129	Lot 73 DP 527090 RT 848129

		Lot 74 DP 527090 RT 848130	Lot 74 DP 527090 RT 848130
		Lot 75 DP 527090 RT 848131	Lot 75 DP 527090 RT 848131
		Lot 76 DP 527090 RT 848132	Lot 76 DP 527090 RT 848132
		Lot 77 DP 527090 RT 848133	Lot 77 DP 527090 RT 848133
		Lot 78 DP 527090 RT 848134	Lot 78 DP 527090 RT 848134

**Covenant rights and powers (included terms, covenants and conditions)**

*Delete phrases in [ ] and insert Memorandum number as required.*

*Continue in additional Annexure Schedule, if required*

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

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

[Annexure Schedule 1]

Annexure Schedule 1

Insert type of instrument "Mortgage", "Transfer", "Lease" etc

Easement Instrument Dated [ ] Page [ ] of [ ] Pages

Schedule A1

DEFINITIONS:

"Developer" means EB Developments Limited or any other person or persons nominated by EB Developments Limited.

"Developers Subdivision" means the land being developed and/or subdivided by the Developer, including the land currently contained in Record of Title 584198, and any other land owned or to be purchased by the Developer.

"Local Authority" means Whangarei District Council.

The Covenantor and the Covenantee are the registered owners of the Land in the Records of Title 848119, 848120, 848121, 848122, 848123, 848124, 848125, 848126, 848127, 848128, 848129, 848130, 848131, 848132, 848132, 848133 and 848134.

The Covenantor covenants in favour of the Covenantee in respect of the land in Records of Title 848119, 848120, 848121, 848122, 848123, 848124, 848125, 848126, 848127, 848128, 848129, 848130, 848131, 848132, 848132, 848133 and 848134 (each a "Lot" and "Land") in accordance with this Annexure Schedule, each such covenant to forever apply to each Lot and to bind the respective owners and occupiers for the time being of each Lot and be appurtenant to, for the benefit of, and run with each of the Records of Title 848119, 848120, 848121, 848122, 848123, 848124, 848125, 848126, 848127, 848128, 848129, 848130, 848131, 848132, 848132, 848133 and 848134 ("the Benefited Land") and be enforceable by the Covenantee or the Developer or the respective owners and occupiers for the time being of the Benefited Land.

The Covenantor's and the Covenantee's successors in title hereby covenant with the Covenantee for and on behalf of the Covenantee and the Covenantee's successors in title as follows:

LAND COVENANT:

- 1. The Covenantor will receive the benefit of these covenants over the other Lots in the Developer's Subdivision and acknowledges that the Lot it is purchasing will in turn be bound by these covenants.
2. The Covenantor acknowledges and agrees with the Developer that each section in the Developer's Subdivision forms part of a development which is intended to be established as a modern and well-designed subdivision and it is desirable that supervision and control be exercised by the Developer to achieve these objectives.
3. The Covenantor will be bound by these covenants, although the Developer may in writing, at the sole and unfettered discretion of the Developer, waive part, any or all of these covenants, on such terms and conditions as the Developer may require.
4. Prior to submitting a resource consent application or a building consent application (as the case may be) to the Local Authority for the necessary approvals, and prior to the commencement of construction, the Covenantee of each Lot shall obtain the written approval of the Developer to their building plans and landscaping plans and in particular approval in respect of the:
4.1 Site plan showing the location of all buildings, landscaping and vehicle access;
4.2 Floor plans;
4.3 Elevations which shall include a description of all exterior finishes and colours and materials;
4.4 Landscaping (including fencing) plans; and
4.5 Concept plans and specifications.
5. The Covenantor covenants to:
Consent
5.1 If requested, provide the Developer with consent to any daylighting and/or building encroachments

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 1

Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement Instrument Dated  Page  of  Pages

relating to any neighbouring Lots within the Developers Subdivision.

*Building requirements*

- 5.2 Not build any building other than a single new dwelling house with an attached garage or carport;
- 5.3 Construct any building in only new materials;
- 5.4 Construct any building with a minimum floor area of 130 square meters (excluding decking, entry porches, verandas or roofing overhang);
- 5.5 Locate any attachments (including but not limited to television antenna, satellite dishes, solar panels, air-conditioning units, clotheslines) around the building so they are not highly visible to the road;

*Materials*

- 5.6 Construct any building with:
  - (a) A minimum of 65% of the non-glazed exterior cladding of the following materials: kiln fired or concrete brick, plaster or cement texture finish, stone, axon panel, linea or timber weatherboard (with a maximum erected width not exceeding 150mm);
  - (b) All exterior surfaces (which are not pre-colour coated or finished) are painted, or stained prior to the building being occupied. Where a building has a basement, exposed subfloors, framing and/or decks, the exposed areas shall be clad in permanent materials in conformity with the main parts of the residence;
  - (c) Any wall of the building predominantly facing the road frontage must include at least one gable end, window or feature;
  - (d) The finished permanent colour(s) of exterior cladding in a colour scheme that will blend with the environment and be nonreflective;
  - (e) The roof with prepainted colorsteel, concrete or metal tiles. No unpainted roof shall be allowed on any building;
  - (f) The driveway and any other access ways in a permanent surface of concrete, concrete block, cobblestones or hot mix asphalt and such surfacing will be carried out in a proper tradesman-like manner.

*Fencing*

- 5.7 Not construct a fence or let any living hedge exceed:
  - (a) 1 meter in height from the natural ground level on the road frontage;
  - (b) 1.2 meters in height from the natural ground level within 3 meters of the front boundary; and
  - (c) 1.80 meters in height from the natural ground level on any other boundary.
- 5.8 Not construct a fence or boundary wall of shade cloth, netting, corrugated iron, textured flat fibrolite, hardiflex or plywood, post and rail or post and wire or unpainted timber. Consent to use other than new materials (but not corrugated iron) may be given by the Developer if the registered proprietors of all properties adjoining the boundary on which such fence is to be erected have given written consent.

*Construction*

- 5.9 Complete construction of the building (including driveway and access ways) within 15 months of laying down the foundations of the building.
- 5.10 Complete the landscaping (including paths and fencing) within 18 months of laying down the foundations of the building.
- 5.11 Not permit the building to be occupied or used as a residence unless the dwelling house has been substantially completed and meets the requirements of the Local Authority.

*Land Use*

- 5.12 Not to further subdivide the Lot or create a unit title or cross-lease in respect of any building on the Lot. However, the Developer may approve amalgamation of titles but the Covenantee should first make their own enquires at their own cost as to the ability of such amalgamation.

*Enhancement of the Land*

- 5.13 Keep the Lot free of rubbish and in a tidy manner;
- 5.14 Keep the grass below 100mm in length;
- 5.15 Not allow any trees to grow above 5 meters in height or any other landscape feature exceed 2.5 meters

**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 1

Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement Instrument Dated [ ] Page [ ] of [ ] Pages

in height;  
5.16 Not allow any temporary dwelling, caravan, trade vehicle or other equipment on the Lot unless garaged or screened;  
5.17 The Covenantor will not keep or permit to be kept or to take or permit to be taken upon or on the Lot any vehicle (as that provision is defined by the Land Transport Act 1998) which has a weight of over 2 tonnes, provided that this will not prevent such vehicles being taken onto the Lot for the purposes of building operations being carried out on the Lot or for the delivery or collection of goods which are to be or have been used in connection with the residential use of the Lot;  
5.18 Raise, breed or keep any animal or livestock on the Lot or in any building on the lot other than 2 domestic animals limited to cats, dogs, reptiles, fish, rodents and birds.  
6. The Covenantor acknowledges that the value of the Lot will be affected by the failure to comply with these covenants and therefore covenants personally and for the Covenantor's executors and administrators and assigns that if the Covenantor fails to comply with, observe, perform, or complete any of the special conditions and/or covenants and restrictions contained in these covenants, then the Developer or any registered owner of a Lot in the Developer's Subdivision to which these covenants are appurtenant may serve written notice on the Covenantor requiring the Covenantor to remedy the breach of covenant within seven (7) days of the service of the notice. If the breach is not remedied within the period stipulated the Covenantor shall pay to the party issuing the notice the sum of \$50.00 per day until such time as the breach is remedied and shall in addition pay all costs incurred by the party issuing the notice including all professional and legal costs calculated on a solicitor/client basis.  
7. The Covenantor will only have liability hereunder while they are the registered owner of the Lot.  
8. The land covenants provided for herein shall remain in force until 15 years from the date of registration of this Land Covenant Instrument.  
9. Dispute Resolution:  
9.1 If a dispute in relation to any covenant arises between the parties who have a registered interest under these covenants:  
(a) The party/parties initiating the dispute must provide full written particulars of the dispute to the other party/parties;  
(b) The parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and  
(c) If the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):  
(i) The dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and  
(ii) The arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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.