

View Instrument Details



Instrument No 11293170.2
Status Registered
Date & Time Lodged 22 November 2018 09:14
Lodged By Beck, Barbara Gail
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
849301	North Auckland
849302	North Auckland
849303	North Auckland
849304	North Auckland
849305	North Auckland
849306	North Auckland
849307	North Auckland
849308	North Auckland
849309	North Auckland
849310	North Auckland
849311	North Auckland
849312	North Auckland
849313	North Auckland
849314	North Auckland
849315	North Auckland
849316	North Auckland
849317	North Auckland
849318	North Auckland
849319	North Auckland
849320	North Auckland
849321	North Auckland
849322	North Auckland
849323	North Auckland
849324	North Auckland
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849326	North Auckland
849327	North Auckland
849328	North Auckland
849329	North Auckland
849330	North Auckland
849331	North Auckland
849332	North Auckland
849333	North Auckland
849334	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 ☒

Covenantor Certifications

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 Covenantor Representative on 22/11/2018 09:12 AM

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 Barbara Gail Beck as Covenantee Representative on 22/11/2018 09:12 AM

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

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Kotata Developments Limited

Covenantee

Kotata 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	Deposited Plan 525547	Lot 1 DP 525547 (849301) Lot 2 DP 525547 (849302) Lot 3 DP 525547 (849303) Lot 4 DP 525547 (849304) Lot 5 DP 525547 (849305) Lot 6 DP 525547 (849306)	In gross

		Lot 7 DP 525547 (849307)	
		Lot 8 DP 525547 (849308)	
		Lot 9 DP 525547 (849309)	
		Lot 10 DP 525547 (849310)	
		Lot 11 DP 525547 (849311)	
		Lot 12 DP 525547 (849312)	
		Lot 13 DP 525547 (849313)	
		Lot 14 DP 525547 (849314)	
		Lot 15 DP 525547 (849315)	
		Lot 16 DP 525547 (849316)	
		Lot 17 DP 525547 (849317)	
		Lot 18 DP 525547 (849318)	
		Lot 19 DP 525547 (849319)	
		Lot 20 DP 525547 (849320)	
		Lot 21 DP 525547 (849321)	

		Lot 22 DP 525547 (849322)	
		Lot 23 DP 525547 (849323)	
		Lot 24 DP 525547 (849324)	
		Lot 25 DP 525547 (849325)	
		Lot 26 DP 525547 (849326)	
		Lot 27 DP 525547 (849327)	
		Lot 28 DP 525547 (849328)	
		Lot 29 DP 525547 (849329)	
		Lot 30 DP 525547 (849330)	
		Lot 31 DP 525547 (849331)	
		Lot 32 DP 525547 (849332)	
		Lot 33 DP 525547 (849333)	
		Lot 34 DP 525547 (849334)	

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

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

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].

[Annexure Schedule].

Form L

Annexure Schedule
Insert instrument type

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Land Covenant

1. DEFINITIONS

(a) The following words shall have the following meanings in this Instrument:

“**Owner**” means the registered proprietor of a Servient Tenement lot.

“**Developer**” means Kotata Developments Limited or its nominated successor.

2. COVENANTS

(a) Unless otherwise approved in writing by the Developer, the Owner will:

- (i) not construct any dwelling, accessory building or fence on the property without first:
 - (1) supplying the Developer or the Developer's nominee with full particulars of the plans and specifications of the improvements (“plans”);
 - (2) obtaining the written consent of the Developer or the Developer's nominee to the plans which will not be unreasonably withheld if the plans comply with the requirements of this subclause (a) and maintain or enhance the quality and character of the improvements or proposed improvements to the properties in the subdivision;
- (ii) ensure that the construction and design of any accessory buildings (including garages) erected on the property are similar to or harmonious with the design and construction of the dwelling on the property unless the accessory building is less than 4 square metres in area;
- (iii) not allow any dwelling to be erected on the property if its area is less than 100 square metres (excluding any garage);
- (iv) use only new materials for any buildings or other improvements erected on the property;
- (v) be the occupier of the dwelling for the first three years after the date of original settlement.
- (vi) not construct any building on the property using as external cladding any flat plywood sheeting or any flat fibre-cement sheeting except for architectural features. Nothing in this clause will apply to the construction of any soffit or gable end forming part of a building;
- (vii) not use any form of metal roofing which has not been pre-painted;
- (viii) not construct any fencing on or within the boundaries of the property:
 - (1) using corrugated iron, plywood sheeting, or any un-textured flat fibre-cement sheeting; or
 - (2) exceeding a height of 1.2 metres above natural ground level on all road boundaries and within a distance 5 metres from a road;
- (ix) commence construction of a dwelling on the property within 6 months of settlement of the purchase;
- (x) complete all improvements on the property, including all exterior painting and finishing, within 6 months of construction being commenced;

Form L

Annexure Schedule
Insert instrument type

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Land Covenant

- (xi) complete all driveways, vehicle crossings, paths and landscaping to a good standard within 6 months of occupying any dwelling on the property;
 - (xii) reinstate and repair any damage to a private right of way or Council shared services caused by the Owner or the Owner's contactors during construction on the Owner's property;
 - (xiii) not reside in a dwelling on the property before it is substantially completed;
 - (xiv) finish the exterior of any buildings on the property prior to occupation;
 - (xv) unless cedar cladding or decorative bricks or stone are used, paint or stain all exterior doors and walls of all buildings on the property prior to occupation;
 - (xvi) not use any second-hand building or any caravan, hut, shed, cabin or tent on the property as a dwelling or temporary dwelling;
 - (xvii) not allow any animals other than quiet, domestic pets on the property and not keep any dangerous or aggressive dogs
 - (xviii) not allow noxious weeds (as defined in the Northland Regional Council Pest Plant List) to grow on the property;
 - (xix) not permanently park any vehicle or trailer within 5 metres of any road;
 - (xx) not request or require the Vendor to contribute to any costs of fencing between the Purchaser's lot and any adjoining land.
 - (xxi) not use the property for any trading or commercial purpose;
 - (xxii) not make any complaint or objection, or finance support or assist any complaint or objection, in respect of any application by the Developers or the Developer's nominee for a Resource Consent or plan change relating to a subdivision or boundary adjustment of the Developer's residual land; and will, upon request by the Developer, provide written consent to any application by the Developer for a Resource Consent or plan change in respect of a subdivision or boundary adjustment.
 - (xxiii) take all reasonable action to prevent any other person doing anything which the Owner is prohibited from doing by this subclause (a).
- (b) The Owner of Lots 12, 13, 14 and 15 will ensure that all **bedrooms** that do not have facades facing Kotata Rise will be provided with a fresh air supply to meet clause G4 of the building code **and** mechanical cooling.
- (c) The Owner of Lots 11, 16, 17, 18, 20, 21, 22, 31, 32, 33 and 34 will ensure that all **bedrooms** that do not have facades facing Kotata Rise and all **habitable living rooms** with facades facing west will be provided with a fresh air supply to meet clause G4 of the building code **and** mechanical cooling.

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Annexure Schedule

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Land Covenant

Continue in additional Annexure Schedule, if required

- (d) The Owner will at the option of and in accordance with the instructions of the Developer or the Developer's nominee remove or modify any improvements which have been carried out to the property, or rectify any of the issues or activities, which are in breach of the provisions of subclauses (a) – (c) .
- (e)
- (i) The Owner agrees that the value of all or some of the dominant lots will be diminished if the Owner fails to observe and perform the land covenants.
 - (ii) The Owner will pay Damages as liquidated damages if the Owner fails to observe or perform any of the land covenants within 21 days of receiving written notice of any breach of the Owner's obligations under the land covenants. The Owner will pay Damages as liquidated damages for each and every day that the breach of the provisions of subclauses (a) – (c) continues after the date that the Owner receives written notice under this clause.
 - (1) For the purposes of this subclause (c) "Damages" means the sum of \$250 per day.
 - (2) Payment of Damages by the Owner will not relieve the Owner of the Owner's obligations under the land covenants.
 - (iii) The Developer may enter onto the property to rectify a breach of the provisions in subclauses (a) - (c) and may do all things reasonably necessary to remedy the Owner's default in complying with the land covenants.
 - (iv)
 - (1) The Owner and any future registered proprietors of the property will be liable to observe and perform the land covenants only while they are registered as proprietors of the property. A transfer of the property by them will not however relieve them from any liability which has arisen before the date of the transfer.
 - (2) The Owner will pay the Developer, on demand, all costs incurred by the Developer in enforcing or attempting to enforce its rights in relation to these land covenants including without limitation all legal expenses incurred by the Developer.
- (f) Subclauses (d) and (e) are without prejudice to any other remedies the Developer or the Developer's nominee may have at law or in equity.
- (g) The obligations and rights set out in subclauses (a) to (f) inclusive must be observed and performed and may be enforced by the administrators, executors, assigns and successors in title of the Grantor, Grantee, Owner and Developer.
- (h) These land covenants will expire on the date which is 10 years from the date of initial registration of these land covenants on the original Owner's certificate of title, but expiry will not affect the rights of any parties which have arisen before that date.