

View Instrument Details



Instrument No 12029791.9
Status Registered
Date & Time Lodged 03 March 2021 09:09
Lodged By Ewart, John Zohrab
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
925424	South Auckland
925425	South Auckland
925426	South Auckland
925427	South Auckland
925428	South Auckland
925429	South Auckland
925430	South Auckland
925431	South Auckland
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925434	South Auckland
925435	South Auckland
925436	South Auckland
925437	South Auckland
925438	South Auckland
925439	South Auckland
925440	South Auckland
925441	South Auckland
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925445	South Auckland
925446	South Auckland
925447	South Auckland
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925450	South Auckland
925451	South Auckland
925452	South Auckland
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925458	South Auckland
925459	South Auckland
925460	South Auckland
925461	South Auckland
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925471	South Auckland
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925473	South Auckland
925474	South Auckland
925475	South Auckland
925476	South Auckland
925477	South Auckland
925478	South Auckland
925479	South Auckland
925480	South Auckland
925481	South Auckland
925482	South Auckland
925483	South Auckland
925484	South Auckland
925485	South Auckland
925486	South Auckland

Annexure Schedule Contains 10 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 John Zohrab Ewart as Covenantor Representative on 02/03/2021 03:40 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 John Zohrab Ewart as Covenantee Representative on 02/03/2021 03:40 PM

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

Annexure Schedule

BACKGROUND:

- A. The Grantor is the registered proprietor of the Covenanting Lots and the Benefitting Lots, as described in the Schedule.
- B. The Covenanting Lots and the Benefitting Lots are part of a high quality residential development ("Development")
- C. The Grantor has agreed to create the covenants as set out herein in favour of the Grantee in order to ensure that the character of the Development as a high quality residential development is maintained, preserved and enhanced.

COVENANTS

1. Agreement

- 1.1. The Grantor, for itself so as to bind the Covenanting Lots in the First Schedule ("Covenanting Lots" and each one of them "Covenanting Lot"), covenants and agrees with the Grantee (for the benefit of the Grantee and the registered proprietor from time to time of the Benefitting Lots) that the Grantor shall always observe and perform all of the covenants set out in clause 2 of this instrument.
- 1.2. The covenants in this instrument shall be enforceable by the Grantee (and the Grantee's assigns, transferees or successors) against the Grantor as the owner of the Covenanting Lots and his, her or its successors in title, transferees, assigns and occupiers for the time being of the Covenanting Lots.
- 1.3. No delay or failure by the Grantee to enforce performance of any covenants set out in this instrument and no indulgence granted to the Grantor by the Grantee shall prejudice the right of the Grantee to enforce any of the covenants or provisions of this instrument.
- 1.4. The Grantor shall bear any costs which may be incurred by the Grantee as a result of any default by the Grantor under this instrument.
- 1.5. The Grantee shall not be required to nor obliged to enforce all or any of the covenants and the Grantor shall be liable only in respect of breaches which occur while the Grantor is registered as proprietor of the Covenanting Lot.
- 1.6. If there is any breach or non-observance of the covenants set out in this instrument then the Grantor must (without prejudice to any other liability the Grantor may have to any person having the benefit of the covenants):
 - 1.6.1. Remove or cause to be removed from the Covenanting Lot any building or structure erected or placed on the Covenanting Lot in breach or non-observance of the covenants;
 - 1.6.2. Replace any building materials used in breach or non-observance of the covenants.
- 1.7. The covenants set out in the instrument shall run with each Covenanting Lot set out in the First Schedule for the benefit of all of the Benefitting Lots described in the First Schedule to the intent that the Grantor and Grantee shall continue to be bound until the date on which they respectively cease to hold a fee simple estate in the Covenanting Lots but without prejudice for any liability for any breach of covenant arising before such date.

2. Covenants:

The Grantor shall:

- 2.1. Not use or place or permit to be erected, transported or placed on any Covenanting Lot any second hand or relocated building, nor use any second hand or recycled materials in the construction of any such building. For the avoidance of doubt, the Grantor may place on a Covenanting Lot a relocated building that is new.
- 2.2. Not erect or bring on to or allow to remain on any Covenanting Lot (except during the time of construction of the home) any temporary building, container, garden shed or any caravan, unless such caravan is garaged.
- 2.3. Not to erect on the street side of any Covenanting Lot and fence exceeding 700mm in height from the natural ground level of the Covenanting Lot.

SCHEDULE

Covenanting Lots	Benefitting Lots
Lot 6 DP 545208 - 925428	All of the lots on DP 545208 other than Lots 101, 201 & 6 – 925424 – 925427 inclusive, 925429 – 925431 inclusive & 925433 – 925486 inclusive
Lot 46 DP 545208 - 925429	All of the lots on DP 545208 other than Lots 101, 201 & 46 – 925424 – 925428 inclusive, 925430 – 925431 inclusive & 925433 – 925486 inclusive
Lot 47 DP 545208- 925430	All of the lots on DP 545208 other than Lots 101, 201 & 47 – 925424 – 925429 inclusive, 925431 & 925433 – 925486 inclusive
Lot 50 DP 545208 - 925431	All of the lots on DP 545208 other than Lots 101, 201 & 50 – 925424 – 925430 inclusive & 925433 – 925486 inclusive
Lot 3 DP 545208 - 925427	All of the lots on DP 545208 other than Lots 101, 201 & 3 – 925424 – 925426 inclusive, 925428 – 925431 inclusive & 925433 – 925486 inclusive
Lot 4 DP 545208 - 925433	All of the lots on DP 545208 other than Lots 101, 201 & 4 – 925424 – 925431 inclusive & 925434 – 925486 inclusive
Lot 5 DP 545208 - 925434	All of the lots on DP 545208 other than Lots 101, 201 & 5 – 925424 – 925431 inclusive, 925433 & 925435 – 925486 inclusive

Lot 7 DP 545208 - 925435	All of the lots on DP 545208 other than Lots 101, 201 & 7 – 925424 – 925431 inclusive, 925433, 925434 & 925436 – 925486 inclusive
Lot 8 DP 545208 - 925436	All of the lots on DP 545208 other than Lots 101, 201 & 8 – 925424 – 925431 inclusive, 925433 – 925435 inclusive & 925437 – 925486 inclusive
Lot 12 DP 545208 - 925437	All of the lots on DP 545208 other than Lots 101, 201 & 12 – 925424 – 925431 inclusive, 925433 – 925436 inclusive & 925438 – 925486 inclusive
Lot 13 DP 545208- 925438	All of the lots on DP 545208 other than Lots 101, 201 & 13 – 925424 – 925431 inclusive, 925433 – 925437 inclusive & 925439 – 925486 inclusive
Lot 16 DP 545208 - 925439	All of the lots on DP 545208 other than Lots 101, 201 & 16 – 925424 – 925431 inclusive, 925433 – 925438 inclusive & 925440 – 925486 inclusive
Lot 18 DP 545208 - 925440	All of the lots on DP 545208 other than Lots 101, 201 & 18 – 925424 – 925431 inclusive, 925433 – 925439 inclusive & 925441 – 925486 inclusive
Lot 17 DP 545208 - 925441	All of the lots on DP 545208 other than Lots 101, 201 & 17 – 925424 – 925431 inclusive, 925433 – 925440 inclusive & 925442 – 925486 inclusive
Lot 73 DP 545208 – 925439, 925440	All of the lots on DP 545208 other than Lots 101, 201 & 73 - 925424 – 925431 inclusive, 925433 - 925438 inclusive & 925441 - 925486 inclusive
Lot 23 DP 545208 - 925442	All of the lots on DP 545208 other than Lots 101, 201 & 23 – 925424 – 925431 inclusive, 925433 – 925441 inclusive & 925443 – 925486 inclusive
Lot 25 DP 545208 - 925443	All of the lots on DP 545208 other than Lots 101, 201 & 25 – 925424 – 925431 inclusive, 925433 – 925442 inclusive & 925444– 925486 inclusive
Lot 27 DP 545208 - 925444	All of the lots on DP 545208 other than Lots 101, 201 & 27 – 925424 – 925431 inclusive, 925433 – 925443 inclusive & 925445– 925486 inclusive

Lot 35 DP 545208 - 925445	All of the lots on DP 545208 other than Lots 101, 201 & 35 – 925424 – 925431 inclusive, 925433 – 925444 inclusive & 925446– 925486 inclusive
Lot 36 DP 545208 - 925446	All of the lots on DP 545208 other than Lots 101, 201 & 36 – 925424 – 925431 inclusive, 925433 – 925445 inclusive & 925447– 925486 inclusive
Lot 37 DP 545208 - 925447	All of the lots on DP 545208 other than Lots 101, 201 & 37 – 925424 – 925431 inclusive, 925433 – 925446 inclusive & 925448– 925486 inclusive
Lot 38 DP 545208 - 925448	All of the lots on DP 545208 other than Lots 101, 201 & 38 – 925424 – 925431 inclusive, 925433 – 925447 inclusive & 925449– 925486 inclusive
Lot 39 DP 545208 - 925449	All of the lots on DP 545208 other than Lots 101, 201 & 39 – 925424 – 925431 inclusive, 925433 – 925448 inclusive & 925450– 925486 inclusive
Lot 44 DP 545208 - 925450	All of the lots on DP 545208 other than Lots 101, 201 & 44 – 925424 – 925431 inclusive, 925433 – 925449 inclusive & 925451– 925486 inclusive
Lot 45 DP 545208 - 925451	All of the lots on DP 545208 other than Lots 101, 201 & 45 – 925424 – 925431 inclusive, 925433 – 925450 inclusive & 925452– 925486 inclusive
Lot 48 DP 545208 - 925452	All of the lots on DP 545208 other than Lots 101, 201 & 48 – 925424 – 925431 inclusive, 925433 – 925451 inclusive & 925453– 925486 inclusive
Lot 1 DP 545208 - 925424	All of the lots on DP 545208 other than Lots 101, 201 & 1 – 925424 – 925431 inclusive, 925433 – 925451 inclusive & 925453– 925486 inclusive
Lot 2 DP 545208 - 925453	All of the lots on DP 545208 other than Lots 101, 201 & 2 – 925424 – 925431 inclusive, 925433 – 925452 inclusive & 925454– 925486 inclusive
Lot 31 DP 545208 - 925425	All of the lots on DP 545208 other than Lots 101, 201 & 31 – 925424, 925426 – 925431 inclusive, 925433 – 925486 inclusive

Lot 32 DP 545208 - 925426	All of the lots on DP 545208 other than Lots 101, 201 & 32 - 925424, 925425, 925427 - 925431 inclusive, 925433 - 925486 inclusive
Lot 33 DP 545208 - 925454	All of the lots on DP 545208 other than Lots 101, 201 & 33 - 925424 - 925431 inclusive, 925433 - 925453 inclusive and 925455 - 925486 (inclusive)
Lot 34 DP 545208 - 925455	All of the lots on DP 545208 other than Lots 101, 201 & 34 - 925424 - 925431 inclusive, 925433 - 925454 inclusive and 925456 - 925486 inclusive
Lot 41 DP 545208 - 925456	All of the lots on DP 545208 other than Lots 101, 201 & 41 - 925424 - 925431 inclusive, 925433 - 925455 inclusive and 925457 - 925486 inclusive
Lot 42 DP 545208 - 925457	All of the lots on DP 545208 other than Lots 101, 201 & 42 - 925424 - 925431 inclusive, 925433 - 925456 inclusive and 925458 - 925486 inclusive
Lot 43 DP 545208 - 925458	All of the lots on DP 545208 other than Lots 101, 201 & 43 - 925424 - 925431 inclusive, 925433 - 925457 inclusive and 925459 - 925486 inclusive
Lot 40 DP 545208 - 925459	All of the lots on DP 545208 other than Lots 101, 201 & 40 - 925424 - 925431 inclusive, 925433 - 925458 inclusive and 925460 - 925486 inclusive
Lot 49 DP 545208 - 925460	All of the lots on DP 545208 other than Lots 101, 201 & 49 - 925424 - 925431 inclusive, 925433 - 925459 inclusive and 925461 - 925486 inclusive
Lot 72 DP 545208 - 925461, 925462, 925463	All of the lots on DP 545208 other than Lots 101, 201 & 72 - 925424 - 925431 inclusive, 925433 - 925460 & 925464 - 925486 inclusive
Lot 74 DP 545208 - 925467, 925469	All of the lots on DP 545208 other than Lots 101, 201 & 74 - 925424 - 925431 inclusive, 925433 - 925466 inclusive, 925468 and 925470 - 925486 inclusive
Lot 75 DP 545208 - 925470, 925471	All of the lots on DP 545208 other than Lots 101, 201 & 75 - 925424 - 925431 inclusive, 925433 - 925469 inclusive & 925472 - 925486 inclusive

Lot 71 DP 545208 – 925483, 925484, 925485, 925486	All of the lots on DP 545208 other than Lots 101, 201 & 71 - 925424 - 925431 inclusive & 925433 - 925482 inclusive
Lot 9 DP 545208 – 925461	All of the lots on DP 545208 other than Lots 101, 201 & 9 - 925424 - 925431 inclusive, 925433 - 925460 inclusive & 925462 - 925486 inclusive
Lot 10 DP 545208 – 925462	All of the lots on DP 545208 other than Lots 101, 201 & 10 - 925424 - 925431 inclusive, 925433 - 925461 inclusive & 925463 to 925486 (inclusive)
Lot 11 DP 545208 – 925463	All of the lots on DP 545208 other than Lots 101, 201 & 11 - 925424 - 925431 inclusive, 925433 - 925462 inclusive & 925464 - 925486 inclusive
Lot 14 DP 545208 – 925464	All of the lots on DP 545208 other than Lots 101, 201 & 14 - 925424 - 925431 inclusive, 925433 - 925463 inclusive & 925465 - 925486 inclusive
Lot 15 DP 545208 – 925465	All of the lots on DP 545208 other than Lots 101, 201 & 15 - 925424 - 925431 inclusive, 925433 - 925464 inclusive & 925466 - 925486 inclusive
Lot 19 DP 545208 – 925466	All of the lots on DP 545208 other than Lots 101, 201 & 19 - 925424 - 925431 inclusive, 925433 - 925465 inclusive & 925467 - 925486 inclusive
Lot 20 DP 545208 – 925467	All of the lots on DP 545208 other than Lots 101, 201 & 20 - 925424 - 925431 inclusive, 925433 - 925466 inclusive & 925468 - 925486 inclusive
Lot 21 DP 545208 – 925468	All of the lots on DP 545208 other than Lots 101, 201 & 21 - 925424 - 925431 inclusive, 925433 - 925467 inclusive & 925469 - 925486 inclusive
Lot 22 DP 545208 – 925469	All of the lots on DP 545208 other than Lots 101, 201 & 22 - 925424 - 925431 inclusive, 925433 - 925468 inclusive & 925470 - 925486 inclusive
Lot 24 DP 545208 – 925470	All of the lots on DP 545208 other than Lots 101, 201 & 24 - 925424 - 925431 inclusive 925433 - 925469 inclusive & 925471 - 925486 inclusive

Lot 26 DP 545208 – 925471	All of the lots on DP 545208 other than Lots 101, 201 & 26 - 925424 - 925431 inclusive, 925433 - 925470 inclusive & 925472 - 925486 inclusive
Lot 28 DP 545208 – 925472	All of the lots on DP 545208 other than Lots 101, 201 & 28 - 925424 - 925431 inclusive, 925433 - 925471 inclusive & 925473 - 925486 inclusive
Lot 29 DP 545208 – 925473	All of the lots on DP 545208 other than Lots 101, 201 & 29 - 925424 - 925431 inclusive, 925433 - 925472 inclusive & 925474 - 925486 inclusive
Lot 30 DP 545208 – 925474	All of the lots on DP 545208 other than Lots 101, 201 & 30 - 925424 - 925431 inclusive, 925433 - 925473 inclusive & 925475 - 925486 inclusive
Lot 51 DP 545208 – 925475	All of the lots on DP 545208 other than Lots 101, 201 & 51 - 925424 - 925431 inclusive, 925433 - 925474 inclusive & 925476 - 925486 inclusive
Lot 52 DP 545208 – 925476	All of the lots on DP 545208 other than Lots 101, 201 & 52 - 925424 - 925431 inclusive, 925433 - 925475 inclusive & 925477 - 925486 inclusive
Lot 53 DP 545208 – 925477	All of the lots on DP 545208 other than Lots 101, 201 & 53 - 925424 - 925431 inclusive, 925433 - 925476 inclusive & 925478 - 925486 inclusive
Lot 54 DP 545208 – 925478	All of the lots on DP 545208 other than Lots 101, 201 & 54 - 925424 - 925431 inclusive, 925433 - 925477 inclusive & 925479 - 925486 inclusive
Lot 55 DP 545208 – 925479	All of the lots on DP 545208 other than Lots 101, 201 & 55 - 925424 - 925431 inclusive, 925433 - 925478 inclusive & 925480 - 925486 inclusive
Lot 56 DP 545208 – 925480	All of the lots on DP 545208 other than Lots 101, 201 & 56 - 925424 - 925431 inclusive, 925433 - 925479 inclusive & 925481 - 925486 inclusive
Lot 57 DP 545208 – 925481	All of the lots on DP 545208 other than Lots 101, 201 & 57 - 925424 - 925431 inclusive, 925433 - 925480 inclusive & 925482 - 925486 inclusive

Lot 58 DP 545208 – 925482	All of the lots on DP 545208 other than Lots 101, 201 & 58 - 925424 - 925431 inclusive, 925433 - 925481 inclusive & 925483 - 925486 inclusive
Lot 59 DP 545208 – 925483	All of the lots on DP 545208 other than Lots 101, 201 & 59 - 925424 - 925431 inclusive, 925433 - 925482 inclusive & 925484 - 925486 inclusive
Lot 60 DP 545208 – 925484	All of the lots on DP 545208 other than Lots 101, 201 & 60 - 925424 - 925431 inclusive, 925433 - 925483 inclusive, 925485 & 925486 inclusive
Lot 61 DP 545208 – 925485	All of the lots on DP 545208 other than Lots 101, 201 & 61 - 925424 - 925431 inclusive, 925433 - 925484 inclusive & 925486
Lot 62 DP 545208 – 925486	All of the lots on DP 545208 other than Lots 101, 201 & 62 - 925424 - 925431 inclusive, 925433 - 925485 inclusive

FORM 46

ANNEXURE SCHEDULE - CONSENT FORM¹

Regulation 6 Land Transfer Regulations 2018

Page of Pages

Otis Trustee Limited	Mortgagee under mortgage number 10836724.2
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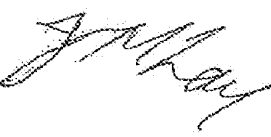
Consent

Delete words in [] if the inconsistent with the consent
 State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]
 the **Person giving consent hereby consents to:**
 the deposit of plan 545208, to the creation of easements and land covenants associated with that plan but
 without prejudice to the rights and powers under the mortgage.

Dated this 16th day of February 2020 LL

Attestation

 AM MCKAY - Director	Signed in my presence by Otis Trustee Limited
	 Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name <u>Amanda McKay</u> Occupation <u>Mother</u> Address <u>212 Vipond Road</u> <u>Starmore Bay</u> <u>Auckland</u>
Signature of Person giving consent	

¹ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.