

CERTIFICATE OF TITLE



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**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

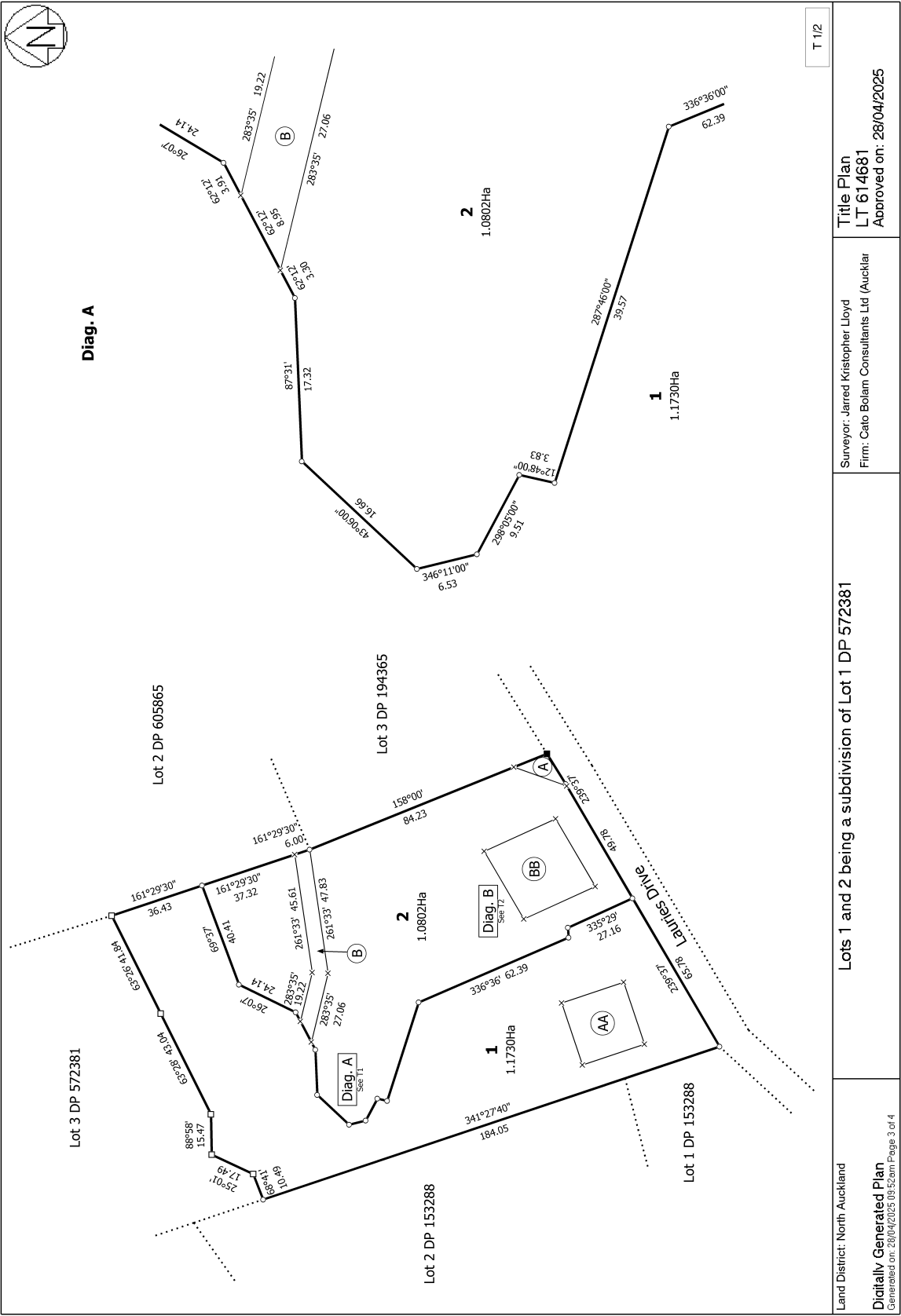
Identifier 1226843
Land Registration District North Auckland
Date Issued 30 May 2025

Prior References
1039321

Estate Fee Simple
Area 1.1730 hectares more or less
Legal Description Lot 1 Deposited Plan 614681
Registered Owners
Aaron Neil Maple

Interests

Subject to Section 59 Land Act 1948
Subject to Section 8 Coal Mines Amendment Act 1950
12406379.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 4.5.2022 at 12:30 pm
Land Covenant in Covenant Instrument 12406379.7 - 4.5.2022 at 12:30 pm (Limited as to duration)
12534271.5 Mortgage to Bank of New Zealand - 19.8.2022 at 3:30 pm



View Instrument Details



Instrument No	12406379.2
Status	Registered
Date & Time Lodged	04 May 2022 12:30
Lodged By	McMinn, Tania
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
1039321	North Auckland

Annexure Schedule Contains 2 Pages.

Signature

Signed by Barbara Gail Beck as Territorial Authority Representative on 04/05/2022 12:16 PM

*** End of Report ***

**CONSENT NOTICE PURSUANT TO SECTION 221
RESOURCE MANAGEMENT ACT 1991**

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

AND

IN THE MATTER a subdivision consent as evidenced by
Deposited Plan No. 572381

AND

IN THE MATTER of a Consent Notice issued pursuant to
s221 of the Act by the Whangarei
District Council ("the Council")

IT IS HEREBY CERTIFIED that the following conditions, to be complied with on a continuing basis by the subdividing owner and subsequent owners, were imposed as conditions of the subdivision consent ("the consent") as effected by Deposited Plan No. 572381 ("the Plan").

In respect of Lot 1 on the Plan:

1. The construction of any building or structure on Lot 1 shall be located entirely within the building envelope shown as area "AA" on DP 572381.
2. Any development shall comply with the restrictions and recommendations identified in the Geotechnical Investigation Report prepared by Soil & Rock Consultants dated 25 May 2021 reference NL21052 (a copy of which is held on Council's file number SD2100115) unless an alternative engineering report prepared by a suitably experienced Chartered Professional Engineer is approved in writing by Council.
3. At the time of building consent, provide suitable evidence / design to illustrate that stormwater attenuation will be provided for all impervious surfaces to ensure compliance with Chapter 4 of Council's Environmental Engineering Standards 2010 to the satisfaction of Council's Building Officer.
4. A wastewater treatment system capable of treating the domestic wastewater generated by a dwelling to a secondary standard shall be installed and the treated wastewater shall be discharged to land by way of pressure compensating dripper irrigation unless an alternative system certified by a Geo-Professional is approved by Council's Building Consent Officer.
5. A maintenance contract for the on-site wastewater system, which includes inspections and maintenance of both the wastewater treatment and disposal systems, shall be kept in place at all times.
6. Upon construction of any habitable building, sufficient water supply for firefighting purposes is to be provided and is to be accessible by firefighting appliances in

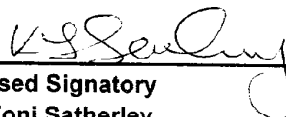


accordance with Council's Environmental Engineering Standards 2010, and more particularly with the 'FENZ Fire Fighting Code of Practice SNZ PAS 4509:2008'. An alternative means of compliance with this standard will require written approval from Fire and Emergency New Zealand.

7. Future owners of the Lot are advised that as at the date of this Consent Notice no conventional telecommunication connections have been provided to Lot 1 as part of the subdivision works as it is intended that wireless or satellite technology will be utilised if and when a telecommunication connection is required. Council will not be responsible for ensuring, nor providing, telecommunication connections to the Lot, upon future development of the Lot, or at the time of further subdivision.

Dated the 28th day of March 2022.

Signed by 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
Karen Toni Satherley
Post Approval RMA Officer

View Instrument Details



Instrument No 12406379.7
Status Registered
Date & Time Lodged 04 May 2022 12:30
Lodged By McMinn, Tania
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1039321	North Auckland
1039322	North Auckland
1039323	North Auckland

Annexure Schedule Contains 4 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 Barbara Gail Beck as Covenantor Representative on 04/05/2022 12:16 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 ☒

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 04/05/2022 12:16 PM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor

AARON NEIL MAPLE and ROSEMARY LEAH MAPLE

Covenantee

AARON NEIL MAPLE and ROSEMARY LEAH MAPLE

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 572381	Lot 3 DP 572381 RT: 1039323	Lot 1 DP 572381 RT: 1039321 and Lot 2 DP 572381 RT: 1039322

Covenant rights and powers (including 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 209 of the Land Transfer Act 2017].~~

[Annexure Schedule B].

ANNEXURE SCHEDULE B

BACKGROUND:

- A. The Covenantor intends that the Burdened Land be subject to the within covenants for the benefit of the Benefited Land.
- B. The Covenantor intends that this Instrument shall be and remain registered against the Record of Title to the Burdened Land so that:
 - (i) Owners or occupiers for the time being of the Burdened Land shall be bound by the provisions of this Instrument; and
 - (ii) The Covenantor can enforce the observance of the provisions of this Instrument by the owners or occupiers for the time being of the Burdened Land.

COVENANTS:

The Covenantor will:

- a. Not use the property for any trading or commercial purpose.
- b. Use only new materials for any buildings or other improvements erected on the property.
- c. Not use any second-hand or relocated building or any caravan, hut, shed or tent on the property as a dwelling or temporary dwelling.
- d. Not construct any fencing on or within the boundaries of the property:
 - (i) using corrugated iron, plywood sheeting or any untextured flat fibre-cement sheeting or any untextured product known as to similar to "fibrolite", "hardiflex" or "hardiplank"; or
 - (ii) exceeding a height of 1.8 metres above natural ground level as at the date of registration of this Covenant Instrument.
- e. Not allow rubbish or waste materials to accumulate on the property or allow the property to become untidy or unsightly.

PROVIDED HOWEVER that the Covenantor may, at its sole discretion, approve in writing anything that would otherwise be in breach of the covenants referred to above upon application being made by the Covenantor to the Covenantor for such approval.

BREACH OF COVENANTS:

The Covenantor and the Covenantor agree that if the Covenantor breaches or fails to observe part of or any of the covenants then, without prejudice to any liability which the Covenantor may have to the Covenantor, the Covenantor, upon written demand being made by the Covenantor, will, as the case may be:

- (a) Pay the Covenantor as liquidated damages the sum of \$100 per day for every day that such breach or non-observance continues after the expiry of a period of 30 days from the date upon which written demand was made;

- (b) Remove or cause to be removed from the property any building or structure erected or placed on the property in breach or non-observance of the covenants; or
- (c) Cease and desist from breaching or not observing the covenants.

PROVIDED HOWEVER that the Covenantor and its successors in title will only be liable for breaches of the covenants which occur while it is registered as owner of the Burdened Land in respect of which the breach or non-observance occurs.

EXPIRY DATE:

These land covenants will expire on the date which is 10 years from the date of initial registration of these land covenants, but expiry will not affect the rights of any parties which have arisen before that date.

GENERAL:

Waiver

No exercise or failure to exercise or delay in exercising any right or remedy by a party shall constitute a waiver by that party of that or any other right or remedy available to it.

Partial Invalidity

If any provision of this Instrument or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Instrument and its application shall not be affected and shall remain enforceable to the greatest extent permitted by law.

Notices

Any notice required to be served on any party under this Instrument shall be served in the manner prescribed in Part 7 of the Property Law Act 2007 for the type of notice being served.

Governing Law

This Instrument shall be governed by New Zealand law, and the parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.

STATEMENT OF PASSING OVER

This document has been supplied in good faith. OWN Real Estate (Powered by Ownly Limited, Licensed REAA 2008) is merely passing over this information as supplied to us. We cannot guarantee its accuracy as we have not checked, audited, or reviewed the information and all intending purchasers are advised to seek your own advice as to the information contained in this document. To the maximum extent permitted by law we do not accept any responsibility to any party for the accuracy or use of the information herein.