

CERTIFICATE OF TITLE



SUE & DAMIEN

021 793 822 | 021 387 345

ownrealestate.co.nz

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OWN
REAL ESTATE



**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

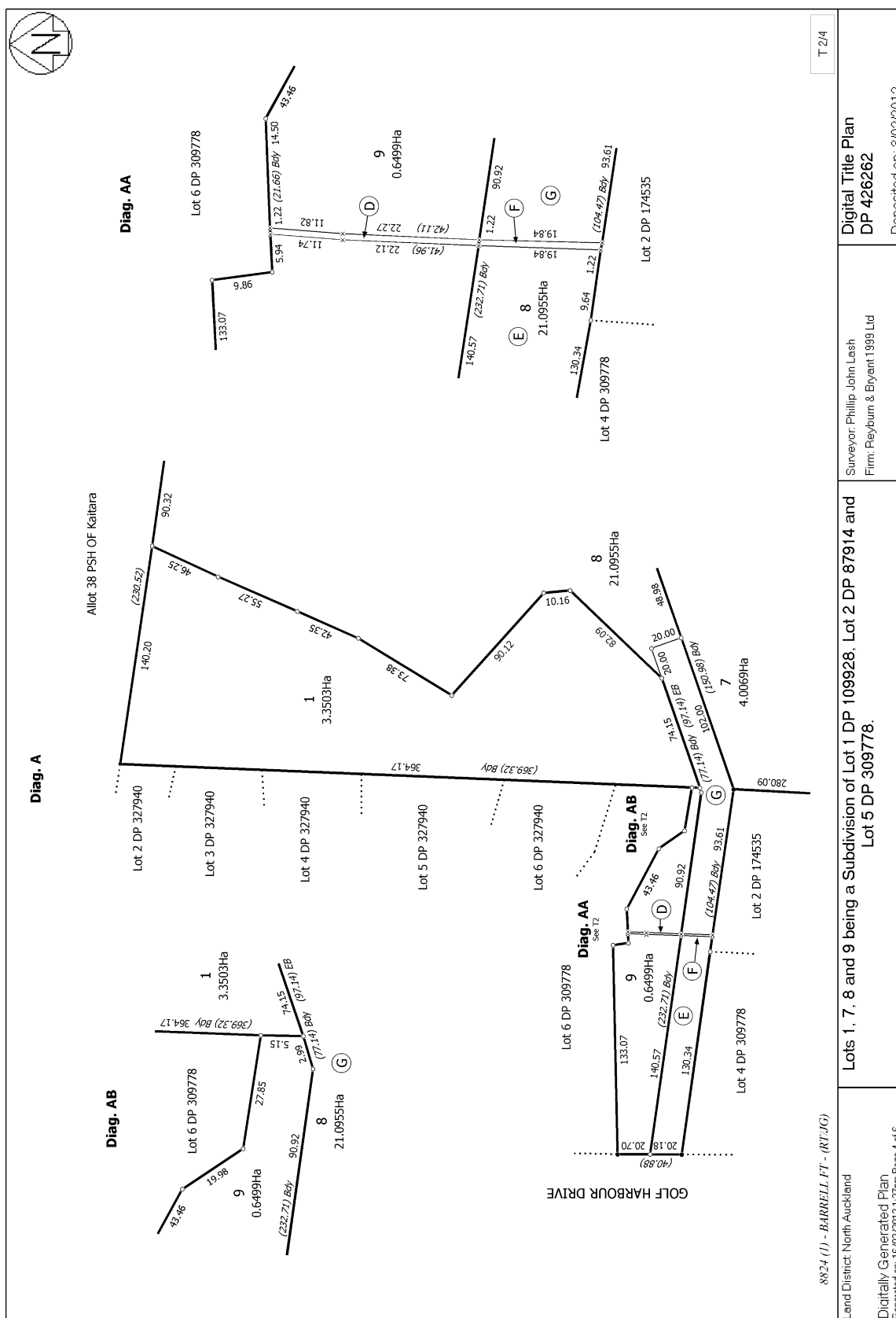
Identifier **727151**
Land Registration District **North Auckland**
Date Issued 31 March 2016

Prior References
503352

Estate Fee Simple
Area 6499 square metres more or less
Legal Description Lot 9 Deposited Plan 426262
Registered Owners
Jamie Maree Leaf

Interests

Subject to a water right over part marked D on DP 426262 created by Transfer 254738 - 18.1.1933 at 12:20 pm
Appurtenant hereto is a right of way and right to transmit electricity and telecommunications created by Transfer D146727.5 - 21.5.1997 at 3.24 pm
The easements created by Transfer D146727.5 are subject to Section 243 (a) Resource Management Act 1991
Appurtenant hereto is an electricity right created by Transfer D344717.21 - 23.12.1998 at 10.54 am
Appurtenant hereto is an electricity right created by Transfer D344717.24 - 23.12.1998 at 10.54 am
Appurtenant hereto is an electricity right created by Transfer D344717.25 - 23.12.1998 at 10.54 am
Appurtenant hereto is a right to convey water specified in Easement Certificate D620067.5 - 6.7.2001 at 3.51 pm
Land Covenant in Transfer D620067.6 - 6.7.2001 at 3.51 pm
Appurtenant hereto is a right to convey water and transmit electricity and telecommunications specified in Easement Certificate D631965.1 - 16.8.2001 at 3.15 pm
D668508.1 Deed of Variation of Land Covenant in Transfer D620067.6 - 20.12.2001 at 3.44 pm
Land Covenant in Easement Instrument 5987164.5 - 30.4.2004 at 9:00 am
Appurtenant hereto is a right of way and a right to convey electricity, telecommunications and computer media created by Easement Instrument 10322210.4 - 31.3.2016 at 5:04 pm
10322210.5 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 31.3.2016 at 5:04 pm



TRANSFER
Land Transfer Act 1952

D620067.6
T



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

NORTH AUCKLAND

Certificate of Title No. All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

136B	370	All	(continued on annexure schedule)
136B	371	All	

Transferor Surnames must be underlined or in CAPITALS

Trevor Donald McCATHIE and Colleen Joyce McCATHIE

Transferee Surnames must be underlined or in CAPITALS

Trevor Donald McCATHIE and Colleen Joyce McCATHIE

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

fee simple subject to land covenants (continued on annexure schedule)

Consideration

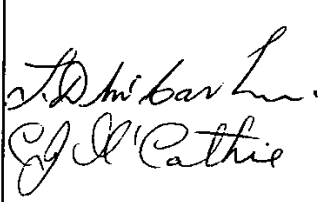
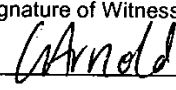
\$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this **20th** day of **June** **2001**

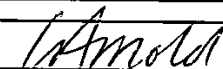
Attestation

	Signed in my presence by the Transferor
	Signature of Witness 
Signature, or common seal of Transferor	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name
	Occupation
	Address
	Georgia Arnold Solicitor Whangarei

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

REF: 4135 /2



Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

20 June 2001

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Pages



Continuation of "Certificate of Title No."

136B/372

All

136B/373

All

eg J.P. L. D. M. B.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

LA L.D.M.B. J.P.C.

Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc.

Transfer

dated

20 June 2001

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Continuation of "Estate or Interest or Easement to be created"

WHEREAS it is the transferor's intention to create with reference to each of the allotments as set out in Schedule A hereto the restrictive covenants as set out in Schedule C hereto and each of the allotments as set out in Schedule A shall be subject to the covenants and restrictions as set out in Schedule C hereto and the owner and occupier for the time being of each of the lots in Schedule A shall be bound by the stipulations and restrictions set out in Schedule C hereto and that the respective owners and occupations for the time being of any of the lots set out in Schedule B may be able to enforce the observance of such stipulations and restrictions.

AND WHEREAS Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey to itself

AND WHEREAS Section 66A of the Property Law Act 1952 provides that a covenant for the purposes of or incidental to any conveyance of property made by a registered proprietor with itself shall be as valid as if made with another

AND WHEREAS the transferor is desirous of conveying the allotments as set out in Schedule A to Trevor Donald McCathie and Colleen Joyce McCathie (hereinafter called "the transferee") for the consideration hereinafter appearing and the transferee is desirous of accepting such conveyance and to entering into the covenants on the part of the transferee hereinafter contained

NOW THEREFORE in pursuance of the said agreement AND IN CONSIDERATION of the sum of One dollar (\$1.00) paid by the transferee to the transferor (the receipt of which is hereby acknowledged) the transferor DOTH HEREBY TRANSFER unto the transferee all its estate and interest in the land described in Schedule A hereto AND as incidental to and for the purposes of the said transfer so as to bind the land described in Schedule A hereto and for the benefit of all the land described in Schedule B hereto the transferee DOTH HEREBY COVENANT AND AGREE with the transferor in the terms and manner set out in Schedule C hereto so that each of the restrictive covenants shall run forever with each of the lots set out in Schedule A for the benefit of each of the lots as set out in Schedule B and all parts thereof and may be enforced by the registered proprietor(s) of any one or more of the lots described in Schedule B or any part of any such lot at any time.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

WA L.D.M.B. J.P.R.

Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc.

Transfer

dated

20 June 2001

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pages

SCHEDULE A

(All fee simple and all North Auckland Registry)

1. 1.0630 hectares more or less being Lot 1 on DP207824 certificate of title 136B/370
2. 1.1730 hectares more or less being Lot 2 on DP207824 certificate of title 136B/371
3. 1.0660 hectares more or less being Lot 3 on DP207824 certificate of title 136B/372

SCHEDULE B

(All fee simple and all North Auckland Registry)

1. 1.0630 hectares more or less being Lot 1 on DP207824 certificate of title 136B/370
2. 1.1730 hectares more or less being Lot 2 on DP207824 certificate of title 136B/371
3. 1.0660 hectares more or less being Lot 3 on DP207824 certificate of title 136B/372
4. 7.2250 hectares more or less being Lot 4 on DP207824 certificate of title 136B/373

SCHEDULE C

RESTRICTIVE COVENANTS

The registered proprietor shall not:-

1. Erect or place or permit to be erected or placed on the land, any building other than a new residential dwellinghouse or a new relocatable home.
2. Erect or place or permit to be erected or placed on the land, any building other than a utility shed (builder's shed) prior to the completed construction of the dwellinghouse.
3. Erect or place or permit to be erected or placed on the land any outbuildings, garage or fence without same being of similar and harmonious design and quality with the dwellinghouse and without all basements being fully enclosed.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

CA L.D. M. L. G. J. O.

Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc.

Transfer

dated

20 June 2001

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4. Construct fences of corrugated iron sheet or panel steels unpainted/untextured flat fibrolite hardiflex or plywood and shall not construct fences of more than 1.83 metres in height above natural ground level.
5. Erect or place or permit to be erected or placed on the land any building which at the date of construction shall have a re-sale value of less than \$800.00 per square metre. At the vendors' discretion a lesser value per square metre may be allowed where use of such discretion will not detract from the overall scheme.
6. Use flat fibrolite, hardiflex or plywood sheeting or planks as external wall cladding except for soffits and/or in association with a painted or textured finish.
7. Erect any building other than a single family dwellinghouse (with a separate garage or such other building which would not normally be appurtenant to one single family dwelling house) and not erect flats and/or other dwelling units which may be subject to cross leasing or registration under the Unit Titles Act.
8. Permit any roof to be constructed which has not been factory pre-finished.
9. Permit the land to be occupied or used as a residence unless the buildings on the property have been substantially completed in accordance with the Agreement and the building meets the requirements of the local authority and unless exterior finishing (including exterior painting) has been completed.
10. Erect or place or permit to be erected or placed on the land any building other than a single family dwellinghouse with a floor area less than 140 square metres (excluding garage, carport and decks).
11. Permit any building to remain incomplete any later than twelve (12) months after the laying down of foundations for such building.
12. Place on the land any caravan that is not roadworthy or does not have a current warrant of fitness nor any shed nor garage to be used as temporary or permanent accommodation.
13. Permit or suffer any advertising sign or hoarding of a commercial nature to be permitted on any part of the said land.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

LA J. D. M. B. J. H. E.

Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc.

Transfer

dated

20 June 2001

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14. Use the land for any purposes other than residential.
15. Bring onto the land or actively farm any pigs, fitches or other similar animals and not to do any activity which does not comply with the local district scheme to permitted activities within the applicable zone.
16. Maintain the property as a breeding establishment for dogs or other domestic pets, nor any animal or fowl (excepting sheep, cattle and horses) which by its nature or noise or smell would cause offence to neighbours.
17. Permit the removal of earth from the land except as shall be necessary for the construction of a permanent dwellinghouse thereon.
18. Damage the landscape, roading, footpaths, curves, concrete or other structures for any subdivision and to reinstate, replace and be responsible for all costs arising from such damage or from the actions of any agents, or invitees, or contractors.
19. Allow grass or weeds on the land to excess 100mm in height (except for the purpose of making hay or silage) or allow rubbish or waste material to accumulate on the land or otherwise allow the land to become unsightly.

To ensure all the aforesaid covenants are complied with, all building plans, including site plans, specifications, fencing and builder must be submitted to the Vendor for approval prior to any building commencing. Sole discretion lies with the Vendor in approving building plans, specifications and fencing.

If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Purchaser may have to any person having the benefit of this covenant the Purchaser will upon written demand being made by the Vendor or any of the registered proprietors of the dominant lots:

- a) Pay the person making such demand as liquidated damages the sum of \$100 (one hundred dollars) 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 has been made.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

CA J.D.M.B.
G.D.C.

Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc.

Transfer

dated

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- b) Remove or cause to be removed from the land any dwellinghouse, garage, building, fence or other structure erected or placed on the land in breach or non-observance of the foregoing covenants.
- c) Replace any building materials used in breach or non-observance of the foregoing covenants.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

GA J.D. Smith
E.J. Smith



TRANSFER

Land Transfer Act 1952

~~PRODUCED
BY
REGISTERED~~

3.51 06 JUL 01 D 620067.6
PARTICULARS ENTERED IN REGISTERED
LAND REGISTRY NORTH AUCKLAND
for REGISTRAR-GENERAL

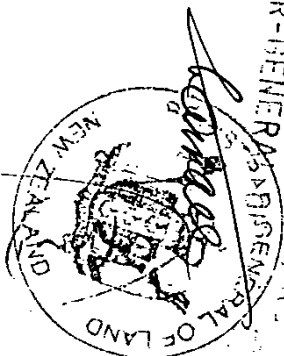
Land Cadastre

LINZ COPY



Law Firm Acting
URLICH McNAB KILPATRICK SOLICITORS P O BOX 633 WHANGAREI

1368/370-373



Auckland District Law Society
REF: 4135 /4

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

6P

T 143 -

DEED OF MODIFICATION AND VARIATION
OF LAND COVENANTS

WHEREAS TREVOR DONALD McCATHIE and COLLEEN JOYCE MCCATHIE (hereinafter called "the First Covenantors") are the registered proprietors of the land described in Schedule A (hereinafter called "the first Land") SUBJECT TO the land covenants contained and described in Transfer D620067.6

AND WHEREAS GRAEME DESMOND BIRD and DIANNE MURIEL BIRD (hereinafter called "the Second Covenantors") are the registered proprietors of the land described in Schedule B (hereinafter called "the second Land") SUBJECT TO the land covenants contained and described in Transfer D620067.6

AND WHEREAS TREVOR DONALD McCATHIE and COLLEEN JOYCE MCCATHIE (hereinafter called "the Original Transferors") were the registered proprietors of the First and Second Land

AND WHEREAS when the Original Transferors were registered proprietors of the First and Second Land, the Original Transferors did transfer to the First Covenantors all the estate in the First and Second Land subject to the terms of Land Covenants contained in Transfer D620067.6 (hereinafter called "the said Restrictive Covenant")

AND WHEREAS the First and Second Covenantors and the Original Transferors have agreed to vary the terms of the said Restrictive Covenant contained in Certificates of Title 136B/370 , 136B/371, 136B/372 and 136B/373

NOW THEREFORE IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00) paid to each of the First and Second Covenantors by the Original Transferors, the receipt of which sum is hereby acknowledged the parties do hereby agree to the variation of the terms of the said Restrictive Covenant as provided in Schedule C

DATED this 19th day of November 2001

Executed by the First Covenantors
TREVOR DONALD McCATHIE
And COLLEEN JOYCE McCATHIE

In the presence of:

GA Arnold

Georgia Arnold
Solicitor
Whangarei

) *T.D. McCathie*
)
) *C.J. McCathie*
)

Executed by the Second Covenantors
GRAEME DESMOND BIRD
And DIANNE MURIEL BIRD

In the presence of:

PM Bird

Solicitor Whangarei

) *G.D. Bird*
) *D.M. Bird*
)
)

VCOV D668508.1 Variati

Cpy - 01/01, Pgs - 004, 25/09/13, 11:38



DocID 511328404

Executed by the Original Transferors
TREVOR DONALD McCATHIE
And COLLEEN JOYCE McCATHIE
In the presence of:

GA Arnold

Georgia Arnold
Solicitor
Whangarei

) *T.D. McCathie*
)
) *C.J. McCathie*

SCHEDULE A

1. The land situated at Golf Harbour Drive being all that parcel of land containing 1.0630 hectares, more or less being Lot 1 Deposited Plan 207824 being all of the land contained and described in Certificate of Title 136B/370.
2. The land situated at Golf Harbour Drive being all that parcel of land containing 1.1730 hectares, more or less being Lot 2 Deposited Plan 207824 being all of the land contained and described in Certificate of Title 136B/371.
3. The land situated at Golf Harbour Drive being all that parcel of land containing 7.2250 hectares, more or less being Lot 4 Deposited Plan 207824 being all of the land contained and described in Certificate of Title 136B/373.

SCHEDULE B

The land situated at Golf Harbour Drive being all that parcel of land containing 1.0660 hectares, more or less being Lot 3 Deposited Plan 207824 being all of the land contained and described in Certificate of Title 136B/372.

T.D. McCathie *C.J. McCathie*
GA *G.D. Burns*
GA *P. L. L.*

SCHEDULE C

- [illegible]

DATED 19th November 2001

BETWEEN TREVOR DONALD
McCATHIE and COLLEEN
JOYCE McCATHIE as First
Covenantors

AND GRAEME DESMOND BIRD
and DIANNE MURIEL BIRD
as Second Covenantors

AND TREVOR DONALD
McCATHIE and COLLEEN
JOYCE McCATHIE as
Original Transferors

DEED OF MODIFICATION AND
VARIATION OF LAND COVENANTS
IN TRANSFER D620067.6

LINZ COPY

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
for REGISTRAR-GENERAL OF LAND

344 20 DEC 01 D 668508.1



URLICH McNAB KILPATRICK
SOLICITORS
P O BOX 633
WHANGAREI

Handwritten notes:
1368 310-313
Thomson

45026

Approved by Registrar-General of Land under No. 2002/6055

Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

NORTH AUCKLAND



EI 5987164.5 Easement I

Cpy - 01/01, Pgs - 006, 30/04/04, 08:11



DocID: 311391490

Grantor

Surname(s) must be

Trevor Donald McCATHIE and Colleen Joyce McCATHIE

Grantee

Surname(s) must be underlined or in CAPITALS.

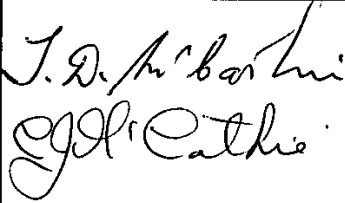
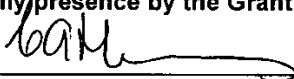
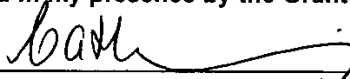
Trevor Donald McCATHIE and Colleen Joyce McCATHIE

Grant* of easement or *profit à prendre* or creation or covenant

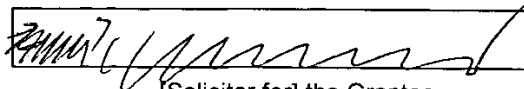
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 28th day of April 2004

Attestation

 	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Christine Harding Occupation Legal Executive Whangarei Address
	Signature [common seal] of Grantor
 	Signed in my presence by the Grantee  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Christine Harding Occupation Legal Executive Whangarei Address
	Signature [common seal] of Grantee

Certified correct for the purposes of the Land Transfer Act 1952.


[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2002/6055
Annexure Schedule 1



Easement instrument

Dated

28 April 2004

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of

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are [varied] [negated] [added to] or [substituted] by:

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

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

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 2].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

[Signature]

ANNEXURE SCHEDULE 2

Covenant Provisions

WHEREAS it is the grantor's intention to create with reference to each of the allotments as set out in Schedule A hereto the restrictive covenants as set out in Schedule C hereto and each of the allotments as set out in Schedule A shall be subject to the covenants and restrictions as set out in Schedule C hereto and the owner and occupier for the time being of each of the lots in Schedule A shall be bound by the stipulations and restrictions set out in Schedule C hereto and that the respective owners and occupiers for the time being of any of the lots set out in Schedule B may be able to enforce the observance of such stipulations and restrictions.

AND WHEREAS Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey to itself.

AND WHEREAS Section 66A of the Property Law Act 1952 provides that a covenant for the purposes of or incidental to any conveyance of property made by a registered proprietor with itself shall be as valid as if made with another.

AND WHEREAS the grantor is desirous of conveying the allotments as set out in Schedule A to Trevor Donald McCathie and Colleen Joyce McCathie (hereinafter called "the grantee") for the consideration hereinafter appearing and the grantee is desirous of accepting such conveyance and to entering into the covenants on the part of the grantee hereinafter contained.

NOW THEREFORE in pursuance of the said agreement AND IN CONSIDERATION of the sum of One dollar (\$1.00) paid by the grantee to the grantor (the receipt of which is hereby acknowledged) the grantor DOTH HEREBY TRANSFER unto the grantee all its estate and interest in the land described in Schedule A hereto AND as incidental to and for the purposes of the said transfer so as to bind the land described in Schedule A hereto and for the benefit of all the land described in Schedule B hereto the grantee DOTH HEREBY COVENANT AND AGREE with the grantor in the terms and manner set out in Schedule C hereto so that each of the restrictive covenants shall run forever with each of the lots set out in Schedule A for the benefit of each of the lots as set out in Schedule B and all parts thereof and may be enforced by the registered proprietor(s) of any one or more of the lots described in Schedule B or any part of any such lot at any time.

SCHEDULE A

(All fee simple and all North Auckland Registry)

1. 1.0010 hectares more or less being Lot 2 on DP 309778 certificate of title 38486
2. 1.0630 hectares more or less being Lot 3 on DP 309778 certificate of title 38487
3. 1.1160 hectares more or less being Lot 4 on DP 309778 certificate of title 38488
4. 1.1170 hectares more or less being Lot 5 on DP 309778 certificate of title 38489
5. 1.2170 hectares more or less being Lot 6 on DP 309778 certificate of title 38490

J.D.M.C.
E.J.C.

SCHEDULE B

(All fee simple and all North Auckland Registry)

1. 1.3719 hectares more or less being Lot 1 on DP 309778 certificate of title 38485
2. 1.0010 hectares more or less being Lot 2 on DP 309778 certificate of title 38486
3. 1.0630 hectares more or less being Lot 3 on DP 309778 certificate of title 38487
4. 1.1160 hectares more or less being Lot 4 on DP 309778 certificate of title 38488
5. 1.1170 hectares more or less being Lot 5 on DP 309778 certificate of title 38489
6. 1.2170 hectares more or less being Lot 6 on DP 309778 certificate of title 38490

SCHEDULE C

RESTRICTIVE COVENANTS

The registered proprietor shall not:

1. Erect or place or permit to be erected or placed on the land, any building other than a new residential dwellinghouse or a new relocatable home.
2. Erect or place or permit to be erected or placed on the land, any building other than a utility shed (builder's shed) prior to the completed construction of the dwellinghouse.
3. Erect or place or permit to be erected or placed on the land any outbuildings, garage or fence without same being of similar and harmonious design and quality with the dwellinghouse and without all basements being fully enclosed.
4. Construct fences of corrugated iron sheet or panel steels unpainted/untextured flat fibrolite hardiflex or plywood and shall not construct fences of more than 1.83 metres in height above natural ground level.
5. Erect or place or permit to be erected or placed on the land any building which at the date of construction shall have a re-sale value of less than \$800.00 per square metre. At the grantor's discretion a lesser value per square metre may be allowed where use of such discretion will not detract from the overall scheme.
6. Use flat fibrolite, hardiflex or plywood sheeting or planks as external wall cladding except for soffits and/or in association with a painted or textured finish.
7. Erect any building other than a single family dwellinghouse (with a separate garage or such other building which would not normally be appurtenant to one single family dwelling house) and not erect flats and/or other dwelling units which may be subject to cross leasing or registration under the Unit Titles Act.
8. Permit any roof to be constructed which has not been factory pre-finished.
9. Permit the land to be occupied or used as a residence unless the buildings on the property have been substantially completed and the building meets the requirements of the local authority and unless exterior finishing (including exterior painting) has been completed.



10. Erect or place or permit to be erected or placed on the land any building other than a single family dwellinghouse with a floor area less than 140 square metres (excluding garage, carport and deckings).
11. Permit any building to remain incomplete any later than twelve (12) months after the laying down of foundations for such building.
12. Place on the land any caravan that is not roadworthy or does not have a current warrant of fitness nor any shed nor garage to be used as temporary or permanent accommodation.
13. Permit or suffer any advertising sign or hoarding of a commercial nature to be permitted on any part of the said land.
14. Use the land for any purposes other than rural or residential purposes.
15. Bring onto the land or actively farm any pigs, fitches or other similar animals and not to do any activity which does not comply with the local district scheme to permitted activities within the applicable zone.
16. Maintain the property as a breeding establishment for dogs or other domestic pets, nor any animal or fowl (excepting sheep, cattle and horses) which by its nature or noise or smell would cause offence to neighbours.
17. Permit the removal of earth from the land except as shall be necessary for the construction of a permanent dwellinghouse thereon.
18. Damage the landscape, roading, footpaths, curbs, concrete or other structures for any subdivision and to reinstate, replace and be responsible for all costs arising from such damage or from the actions of any agents, or invitees, or contractors.
19. Allow grass or weeds on the land to exceed 100mm in height (except for the purpose of establishing trees, or making hay or silage) or allow rubbish or waste material to accumulate on the land or otherwise allow the land to become unsightly.

If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the grantee may have to any person having the benefit of this covenant the grantee will upon written demand being made by the grantor or any of the registered proprietors of the dominant lots:

- a) Pay the person making such demand as liquidated damages the sum of \$100 (one hundred dollars) 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 has been made.
- b) Remove or cause to be removed from the land any dwellinghouse, garage, building, fence or other structure erected or placed on the land in breach or non-observance of the foregoing covenants.
- c) Replace any building materials used in breach or non-observance of the foregoing covenants.

L. D. M. B.
E. J. C.

View Instrument Details



Instrument No 10322210.5
Status Registered
Date & Time Lodged 31 March 2016 17:04
Lodged By Emery, Janet Anne
Instrument Type Covenant (All types except Land covenants)



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers	Land District
727150	North Auckland
727151	North Auckland

Annexure Schedule: Contains 5 Pages.

Signature

Signed by Vanessa Joy Crosby as Grantor/Grantee Representative on 29/03/2016 03:08 PM

*** End of Report ***

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

A N D

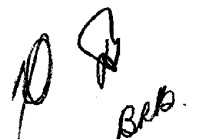
IN THE MATTER of a Covenant pursuant to
Section 108(2)(d) of the Act

A N D

IN THE MATTER of a Resource Consent
granted by Whangarei
District Council ("the
Council") to David Colin
Barrell, Barbara Rose Barrell
and Desmond Bernard Quinn

WHEREAS

- A. **DAVID COLIN BARRELL, BARBARA ROSE BARRELL and
DESMOND BERNARD QUINN** ("the Covenantors") are registered as
proprietor of an estate in fee simple in the property described in CFR 503352
("the Property").
- B. **WHANGAREI DISTRICT COUNCIL** has by resource consent authorised
the cancellation of the amalgamation covenant applying to the two parcels of
land comprising the Property ("the Resource Consent").
- C. The grant of the Resource Consent permitting the severance of lots 1 and 9 on
deposited Plan 426262 into two separate titles was subject to a condition
pursuant to Section 108(2)(d) of the Act requiring the registered proprietors of
the two properties created by implementation of the resource consent through
the cancellation of the amalgamation covenant affecting the Property to register
covenants against the titles to the two properties resulting from that cancellation
regulating building activity on those properties.

 BB

By this Covenant therefore the Covenantors for themselves and their successors in title covenant with the Council that:

1. In respect to the properties being Lot 1 on Deposited Plan 426262 (Lot 1") and Lot 9 on Deposited Plan 426262 being ("Lot 9").

- (a) any development undertaken on either Lot 1 or Lot 9 shall comply with the restrictions and recommendations identified in the Base Group Consulting Structural & Civil Engineering Subdivision Assessment Report reference 14035, dated 11/06/2015, a copy of which is available from the Council under reference SD1500011 on P124709, unless an alternative engineering report prepared by a suitably experienced chartered professional engineering is approved in writing by the Council.

- (b) upon construction of any habitable dwelling on either Lot 1 or Lot 9 sufficient water supply, including volume, pressure and flows for fire fighting purposes, is to be provided by way of tank storage or other approved means with this water supply to be accessible by fire fighting appliances in accordance with the Council's Environmental Engineering Standards 2010 and more particularly with the New Zealand Fire Service Fire Fighting Water Supplies Code of Practice SNZ PAS 4509:2008 although demonstration of achievement of an alternative means of compliance with this standard will be considered to satisfy this requirement provided written approval from the New Zealand Fire Service is given.

If the water supply for fire fighting purposes is provided by way of tank storage, the tank/s should be located a safe distance away from any habitable dwelling (a minimum of 5 metres) in accordance with New Zealand Fire Service Fire Fighting Water Supplies Code of Practice SNZ

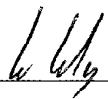
PAS 4509:2008. Any tank used for the storage of fire fighting water supplies is to be fitted with a 100mm female round thread suction hose adaptor in accordance with the New Zealand Fire Service Specification for Firefighting Waterway Equipment SNZ PAS 4505:2007.

2. At the time of application for a building consent for construction of a building on Lot 9 suitable evidence/design shall be provided to illustrate that stormwater attenuation will be provided for all impervious surfaces to ensure compliance with Chapter 4, and more specifically Section 4.11, of the Council's Environmental Engineering Standards 2010 to the satisfaction of the Council's Senior Environmental Engineering Officer.
3. They will pay the costs of and incidental to the preparation and registration of this covenant.

IN WITNESS WHEREOF these presents have been executed this 4th day of February 2016

SIGNED by the said)
 DAVID COLIN BARRELL)
 BARBARA ROSE BARRELL and)
 DESMOND BERNARD QUINN)
 in the presence of :)

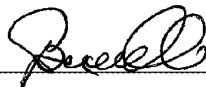
Witness

Signature: 

Name (in full): VANESSA J. CROCKETT

Occupation: SOLICITOR

Address: WHANGAREI







SIGNED for and on behalf of
WHANGAREI DISTRICT COUNCIL

by RG Jucheto

Authorised Officer
in the presence of:

MG

Witness to complete in BLOCK letters

Name: **MARK LETT**

Address: **WHANGAREI DISTRICT COUNCIL**

Occupation: **ENVIRONMENTAL ENGINEER**

COVENANT UNDER SECTION 108(2)(d)
OF THE RESOURCE MANAGEMENT ACT
1991

Correct for the Purposes of the Land
Transfer Act



Solicitor for the Whangarei District
Council

D C & B R BARRELL and
D B QUINN

"the Covenantor"

WHANGAREI DISTRICT COUNCIL

"the Council"

Particulars entered in the Register as shown herein on the
date and at the time endorsed below

.....
Assistant/District Land Registrar
of the District of North Auckland

THOMSON WILSON
SOLICITORS
WHANGAREI

WDC B.368

STATEMENT OF PASSING OVER

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