



View Instrument Details

Instrument No. 11497013.2
Status Registered
Date & Time Lodged 16 Jul 2019 09:41
Lodged By Hunt, William Patrick
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Toitu te
Land whenua
Information
 New Zealand



| Affected Records of Title | Land District |
|---------------------------|----------------|
| 692755 | North Auckland |
| 692756 | North Auckland |
| 692757 | North Auckland |
| 692758 | North Auckland |
| 692759 | North Auckland |
| 692760 | North Auckland |
| 696837 | 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 William Patrick Hunt as Covenantor Representative on 15/07/2019 07:43 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 William Patrick Hunt as Covenantee Representative on 15/07/2019 07:43 PM

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

Form 26

Covenant Instrument to note land covenant

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

Covenantor

SH 16 LIMITED

Covenantee

SH 16 LIMITED

RAUHORI FORESTS LIMITED

FOREST HABITATS 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 as set out in Clauses 3 and 4 of the attached Schedule A | See First Schedule Annexure Schedule A | | |

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 A.

Form L

Annexure Schedule A

Page 1 of 3 Pages

Insert instrument type

| |
|----------------------|
| Land Covenant |
|----------------------|

BACKGROUND

- A. The Covenantor is the registered proprietor of the Burdened Land and the Benefited Land.
- B. The Burdened Land and the Benefited Land are part of a rural residential estate ("the rural estate").
- C. The Covenantor has agreed to create the covenants as set out herein in favour of the Covenantee in order to ensure that the character of the rural estate is maintained, preserved and enhanced.

DEFINITIONS AND INTERPRETATION

1.1 Definitions

"the Developer" means SH 16 Limited or any person or entity appointed or nominated in writing by them to be the Developer. Where the Developer has been dissolved, wound up, deregistered or otherwise passed out of existence any approval or consent required from the Developer shall mean approval or consent by any party previously appointed and/or nominated in writing by the Developer for this purpose.

"Burdened Land" means the Lots shown as Burdened Land set out in the First Schedule.

"Benefited Land" means the land shown as Benefited Land in the First Schedule for the purposes of the covenants set out in clause 3; and the Lots shown as Benefited Land in the Second Schedule for the purposes of the covenants set out in clause 4.

"the Lots" means Lots 1, 2, 3, 4, 5 and 6 Deposited Plan 486187.

"the Covenantee" means the owners for the time being of the Benefited Land and includes their respective successors transferees and assigns.

"the Covenantor" means the owners for the time being of the Burdened Land and includes their respective successors transferees and assigns.

1.2 Interpretation

- (a) words and expressions denoting the singular shall where the context so requires include the plural and vice versa.
- (b) headings have been inserted for guidance only, and shall not be deemed to form part of the context of this instrument.

COVENANTS

2. Agreement

- 2.1 The Covenantor, for itself so as to bind the Burdened Land in the First Schedule, covenants and agrees with the Covenantee (for the benefit of the Covenantee and the registered proprietor from time to time of the Benefited Land) that the Covenantor shall always observe and perform all of the covenants set out in Clause 3.0 of this instrument until the 31st of December 2030 at which time the covenants shall cease to apply to the end and intent that each of the covenants shall enure for the benefit of the registered proprietor from time to time of the Benefited Land until the 31st of December 2030.
- 2.2 The Covenantor, for itself so as to bind the Burdened Land in the First Schedule, covenants and agrees with the Covenantee that the Covenantor shall for all times observe and perform all of the covenants set out in Clause 4.0 of this instrument.

- 2.3 The covenants in this instrument shall be enforceable by the Covenantee (and the Covenantee's assigns, transferees or successors) against the Covenantor as owner of the Burdened Land and his, her or its successors in title, transferees, assigns and occupiers for the time being of the Burdened Land.
- 2.4 No delay or failure by the Covenantee to enforce performance of any covenants set out in this instrument and no indulgence granted to the Covenantor by the Covenantee shall prejudice the right of the Covenantee to enforce any of the covenants or provisions of this instrument.
- 2.5 The Covenantor shall bear any costs which may be incurred by the Covenantee as a result of any default by the Covenantor under this instrument.
- 2.6 The Covenantee shall not be required to nor obliged to enforce all or any of the covenants and the Covenantor shall be liable only in respect of breaches of the covenants which occur while the Covenantor is registered as proprietor of the Burdened Land.
- 2.7 If there is any breach or non observance of the covenants set out in this Instrument then the Covenantor must (without prejudice to any other liability the Covenantor may have to any person having the benefit of the covenants):
- (a) cease any activity in breach or non-observance of the covenants;
 - (b) otherwise remedy any breach or non-observance of the covenants.

3.0 The Covenantor shall:

- (i) not permit or suffer the use of the Burdened Land for any purpose other than predominantly residential use nor use the Burdened Land for commercial farming or animal boarding facilities, unless approved in writing by the Developer.
- (ii) not permit or suffer any rubbish to accumulate or to be placed upon the Burdened Land, and at all times to maintain the Burdened Land including keeping the grass mowed or grazed so the grass does not exceed 150mm in height.
- (iii) not permit any immobile/unroadworthy vehicles to be stored on the Burdened Land unless those vehicles are stored within an enclosed shed or garage.
- (iv) not permit weeds to grow upon the Burdened Land.
- (v) complete the exterior construction of any dwelling, or accessory building on the Burdened Land within twelve months of the date of commencement of the building.
- (vi) not locate on the Burdened Land a dwelling which is "second hand" unless such dwelling is approved in writing by the Developer.
- (vii) not allow any temporary building or structure to be erected on the Burdened Land except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the Burdened Land upon completion of the said construction.
- (viii) not permit any telecom or electricity services to be provided by "overhead" means to the dwelling (and any other structures/buildings to be erected on the Burdened Land). All other utilities and services must be by underground means from the road to the dwelling and other structures/buildings to be erected on the Burdened Land.

4. Lot 7 covenants

- 4.1 The Covenantor, as a registered proprietor of the Burdened Land set out in the First Schedule shall, at the Covenantor's cost (which is to be shared equally between each owner of the Burdened Land), keep the right of way access (Lot 7 DP 486187) to the Burdened Land in a tidy orderly and safe condition, free of excess vegetation, and not allow any grass or weeds thereon to grow to a height greater than 200mm; and shall keep the right of way access clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment).

5. Fencing

- 5.1 The Developer shall not be required nor shall it be called upon to repair or contribute towards the cost of erection or repair of any dividing or boundary fence between any of the Lots and any contiguous land owned by the Developer, but this proviso shall not enure for the benefit of any subsequent registered proprietor of such contiguous land.

6. Indemnity and Consequences of Breach

- 6.1 The Covenantor covenants with the Covenantee that it will at all times save harmless and keep indemnified the Covenantee from all proceedings, costs, claims and demands in respect of breaches by the Covenantor of the covenants on its part contained or implied herein, and also the enforcement of such covenants by the Covenantee.
- 6.2 The Covenantor acknowledges that the value of the Benefited Land will be affected by any non-compliance with or breach of any of the covenants contained or implied herein and the Covenantor covenants for the benefit of the Benefited Land and of each registered proprietor of the Benefited Land from time to time that should the Covenantor fail to comply with, observe, perform or complete any of the covenants contained or implied herein then without prejudice to any other liability the Covenantor may have to the Covenantee (which includes any other person or body having the benefit of such covenants) the Covenantor shall:
- (a) immediately permanently remove or cause to be permanently removed from the Lot upon which the breach or failure has occurred any offending improvements or structure or other cause of any breach or non-observance of such covenants; and otherwise forthwith remedy the breach or non-observance thereof; and
 - (b) if the breach or failure is not remedied within 60 days of the date of notice of such breach or failure then the Covenantee (together with its agents, employees or contractors) shall be entitled to enter onto the Burdened Land to arrange for rectification of the Covenantor's breach or failure at the cost of the Covenantor.

7.0 General

- 7.1 The covenants set out in clause 3.0 of this Instrument shall run with the Burdened Land set out in the First Schedule for the benefit of the Benefited Land described in the First Schedule TO THE INTENT that the Covenantor and Covenantee shall continue to be bound until the earlier of the 31st of December 2030 or the date upon which they respectively cease to hold a fee simple estate in a Burdened Land as the case may be but without prejudice to any liability for any breach of covenant under this Instrument arising before such date.

FIRST SCHEDULE

Burdened Land

Benefited Land

| | |
|------------------------|---|
| Record of Title 692755 | Lots 8 and 10 Deposited Plan 438073 and Lot 9 Deposited Plan 487280, being the land contained in Record of Title 696837 |
| Record of Title 692756 | |
| Record of Title 692757 | |
| Record of Title 692758 | |
| Record of Title 692759 | |
| Record of Title 692760 | |

SECOND SCHEDULE

| Burdened Land | Benefited Land |
|------------------------|---|
| Record of Title 692755 | Record of Title 692756, 692757, 692758, 692759 and 692760 |
| Record of Title 692756 | Record of Title 692755, 692757, 692758, 692759 and 692760 |
| Record of Title 692757 | Record of Title 692755, 692756, 692758, 692759 and 692760 |
| Record of Title 692758 | Record of Title 692755, 692756, 692757, 692759 and 692760 |
| Record of Title 692759 | Record of Title 692755, 692756, 692757, 692758 and 692760 |
| Record of Title 692760 | Record of Title 692755, 692756, 692757, 692758 and 692759 |