

# View Instrument Details



**Instrument No** 11460986.11  
**Status** Registered  
**Date & Time Lodged** 13 February 2020 11:52  
**Lodged By** Allan, Marise Francis  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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Affected Records of Title	Land District
892959	North Auckland
892960	North Auckland
892965	North Auckland
892961	North Auckland
892962	North Auckland
892963	North Auckland
892964	North Auckland
892966	North Auckland
892967	North Auckland

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**Annexure Schedule** Contains 8 Pages.

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## 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 Marise Francis Allan as Covenantor Representative on 11/02/2020 05:35 PM

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## 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 Marise Francis Allan as Covenantee Representative on 11/02/2020 05:35 PM

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

Form 26

**Covenant Instrument to note land covenant**

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

**Covenantor****The Greenwoods Investment Company Limited****Covenantee****Riddell Family Trustee Limited** (in respect of RT 892961)**The Greenwoods Investment Company Limited** (in respect of RT 892959, 892960, 892962, 892963, 892965, 892966, 892967 and in gross)**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 Covenants in respect of building on, subdividing, occupying, using and fencing the Burdened Land		Lot 3 on Deposited Plan 537194 (RT 892959)	Lot 3 on Deposited Plan 537194 (RT 892959)
		Lot 4 on Deposited Plan 537194 (RT 892960)	Lot 4 on Deposited Plan 537194 (RT 892960)
		Lot 7 on Deposited Plan 537194 (RT 892962)	Lot 5 on Deposited Plan 537194 (RT 892961)
		Lot 8 on Deposited Plan 537194 (RT 892963)	Lot 7 on Deposited Plan 537194 (RT 892962)
		Lot 12 on Deposited Plan 537194 (RT 892964)	Lot 8 on Deposited Plan 537194 (RT 892963)
		Lot 13 on Deposited Plan 537194 (RT 892965)	Lot 12 on Deposited Plan 537194 (RT 892964)
		Lot 14 on Deposited Plan 537194 (RT 892966)	Lot 13 on Deposited Plan 537194 (RT 892965)
		Lot 15 on Deposited Plan 537194 (RT 892967)	Lot 14 on Deposited Plan 537194 (RT 892966)
		Lot 15 on Deposited Plan 537194 (RT 892967)	
		In gross, in favour of The Greenwoods Investment Company Limited	

**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 1.

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Annexure Schedule 1

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*Continue in additional Annexure Schedule, if required*

The Greenwoods Investment Company Limited is one of the registered owners of the land contained in record of title 694039 and has subdivided the land into lots in the manner shown and defined on Deposited Plan 537194.

Whereas it is The Greenwoods Investments Company Limited's intention to create for the benefit of itself in gross and for the Benefited Land set out in Schedule A the land covenants set out in Schedule B over the Burdened Land set out in Schedule A so that the land covenants run with the Burdened Land for the benefit of the Covenantees and the registered owners from time to time of the Benefited Land.

So as to bind the Burdened Land upon the sale of such land by The Greenwoods Investment Company Limited and for the benefit of the Covenantees and the respective registered owners of the Benefited Land from time to time and for the benefit of The Greenwoods Investment Company Limited the Covenantor **DOES HEREBY COVENANT AND AGREE** for itself and its successors in title to observe, perform, fulfil and keep all the covenants, stipulations and restrictions set out in Schedule B ("the Covenants") for a period of twenty (20) years from the date of registration of this instrument **PROVIDED THAT:**

- (a) the Covenantees shall not be required or obliged to enforce all or any of the Covenants; and
- (b) the Covenantor shall not be liable to any registered owner of the Benefited Land for any breach of any of the Covenants by any of the other registered owners of the Burdened Land;
- (c) the Covenantor shall as regards the Covenants be liable only in respect of any breaches which occur while the Covenantor is the registered owner of any Burdened Land in respect of which any breach occurs;
- (d) the covenants in Schedule B shall not bind The Greenwoods Investment Company Limited in respect of any Burdened Land while The Greenwoods Investment Company Limited is the registered owner of that Burdened Land but will bind subsequent registered owners of the Burdened Land upon the transfer of the such Burdened Land by The Greenwoods Investment Company Limited.

### Schedule B

1. For the purposes of this Instrument including Schedule B the following terms have the following meaning (unless the context otherwise requires):

"Boarding House" means a residential premises:

- (a) containing 1 or more boarding rooms along with facilities for communal use by the tenants of the boarding house; and
- (b) occupied, or intended by the landlord to be occupied, by at least 6 tenants at any one time;

"Covenants" means the land covenants set out in Schedule B of this document;

"Developer" means The Greenwoods Investment Company Limited or its nominee or if The Greenwoods Investment Company Limited ceases to exist and there is no nominee, means any director of The Greenwoods Investment Company Limited immediately before that company ceased to exist;

"Dwelling" means living accommodation used or designed for a residential purpose as a single household residence;

"Fence" includes a wall and any bushes and shrubs planted to form hedges;

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Annexure Schedule

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*Continue in additional Annexure Schedule, if required*

"**Qualifying Fence**" means a fence on a shared boundary between any Burdened Lot and any other Burdened Lot;

"**Burdened Lot**" means each of the lots defined as Burdened Land in Schedule A;

"**subdivide**" or "**subdivided**" means subdivide or subdivided within the meaning of the Resource Management Act 1991 or any modification, amendment or re-enactment of it;

"**Subdivision**" means all land formerly comprised and described in record of title 694039 and which has been subdivided in accordance with Deposited Plan 537194;

2. **Land Covenants to apply to a Burdened Lot**

The registered owner of a Burdened Lot shall:

- (a) **Subdivision:** not subdivide the Burdened Lot nor amalgamate the title of the Burdened Lot with another title;
- (b) **Dwelling size and garaging:** not erect or permit to be erected on the Burdened Lot any Dwelling unless:
  - (i) the Dwelling is single or double storied or the registered owner has obtained the Developer's written consent to any other type of Dwelling; and
  - (ii) the Dwelling has fully integrated garaging with (at least) a single garage; and
  - (iii) the Dwelling has a floor area (including the floor area of the fully integrated garage, and taken over the foundations) exclusive of verandahs, patios, non-attached garages, out-buildings or other structures) of more than 140m<sup>2</sup>;
- (c) **Area of buildings:** not allow the total area of all buildings on the Burdened Lot to exceed 50% of the total area of the Burdened Lot;
- (d) **Construction materials:** not erect or permit to be erected any Dwelling on the Burdened Lot unless it has at least 80% of its non-glazed exterior cladding in any one or more of the following materials:
  - (i) natural stone;
  - (ii) kiln fired brick;
  - (iii) timber weatherboards;
  - (iv) linea weatherboards;
  - (v) palliside weatherboards;
  - (vi) plaster or rendered finish over a concrete, autoclaved aerated concrete, or brick base;
  - (vii) any other exterior cladding material approved in writing by the Developer;

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Annexure Schedule

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*Continue in additional Annexure Schedule, if required*

- (e) **Excluded materials:** not use in the construction of any building on the Burdened Lot:
- (i) recycled materials, other than kiln fired brick, natural stone, or natural wood;
  - (ii) any fibre cement sheeting, plywood sheeting, or any product known as, or similar to fibrolite, hardiflex, hardiplank, or villaboard as exterior cladding provided that this prohibition shall not apply to soffits or gable ends;
  - (iii) any corrugated metal as exterior cladding;
  - (iv) any exterior cladding system utilising polystyrene;
  - (v) unpainted metal clad roofing, unpainted metal gutters or downpipes provided this prohibition shall not apply to copper gutters or downpipes;
- (f) **New Dwelling:** not permit a Dwelling or any building intended to be occupied as a Dwelling to be erected on the Burdened Lot other than a new Dwelling;
- (g) **Carport:** not erect or permit to be erected on the Burdened Lot a carport unless attached and fully integrated into the roofline of the Dwelling or garage and screened from view from the road by fencing or landscaping approved by the Developer;
- (h) **Occupation:** not use or occupy any building constructed on the Burdened Lot as a Dwelling until it has been substantially completed in accordance with the terms of these covenants and the requirements of the local authority;
- (i) **Commercial activities:** not use the Burdened Lot or permit the Burdened Lot to be used for any commercial, trading, buying or selling activities, unless such activities are home based activities permitted by the local authority;
- (j) **Boarding House:** not use the Burdened Lot or permit the Burdened Lot to be used as a Boarding House;
- (k) **Public or Institutional Housing:** Except as may be required under the Public Works Act, not use the Burdened Lot or permit the Burdened Lot to be used by a Governmental agency or territorial authority for the purposes of public or institutional housing;
- (l) **Front fencing:** not erect or permit to be erected on any boundary of the Burdened Lot which adjoins a road reserve a fence in any material, other than bushes and shrubs planted to form hedges;
- (m) **Fencing materials:** not erect or permit to be erected on the Burdened Lot a fence in any material, other than:
- (i) bushes and shrubs planted to form hedges;
  - (ii) natural stone;
  - (iii) kiln fired brick;
  - (iv) concrete or autoclaved aerated concrete, provided that such fencing is either coated with a plaster or rendered finish in a neutral tone, or clad in natural stone or kiln fired brick;
  - (v) wood, provided that such fencing utilises shiplap construction with a cap, and is stained in Resene Woodsman Pitch Black penetrating oil stain (or similar replacement in the event the product is no longer available) on all surfaces;
  - (vi) aluminium or steel, provided that such fencing is at least 50% visually permeable, is coloured black, and is in combination with bushes and shrubs planted to form hedges;
  - (vii) glass where the fence is being used as a physical barrier to restrict access to a pool;

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Annexure Schedule

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Covenant instrument to note land covenant

*continue in additional Annexure Schedule, if required*

- (n) **Fencing Height:** not erect or permit to be erected on the Burdened Lot a fence that:
- (i) is less than 50% visually permeable, where the fence is a boundary fence between the Burdened Lot and an adjoining esplanade reserve and is higher than 1.2 metres above natural ground level; or
  - (ii) is higher than 1.2 metres above the natural ground level, where the fence is located between any Dwelling on the Burdened Lot and any adjoining road reserve; or
  - (iii) is higher than 1.2 metres above the natural ground level, where the fence is within 4 metres of any adjoining road reserve; or
  - (iv) is higher than 1.8 metres above the natural ground level, where clauses 2(n)(i), (ii) and (iii) do not apply;
- (o) **Auckland Council:** not call upon Auckland Council to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Burdened Lot and any adjoining reserve or other land owned by Auckland Council;
- (p) **Fencing covenant:** not call upon the Developer or the registered owner of Lot 5 on Deposited Plan 537194 to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Burdened Lot and any adjoining lot owned by the Developer or Lot 5 on Deposited Plan 537194, provided that this covenant will not endure for the benefit of any subsequent registered owner of any such adjoining lot owned by the Developer;
- (q) **Fencing contribution:** upon request pay 50% of the reasonable cost of a Qualifying Fence to any registered owner of an adjoining Benefited Land that has erected a Qualifying Fence, if that registered owner of the Benefited Land has not previously received a contribution towards the cost of the Qualifying Fence in accordance with this clause 2(q) provided that this covenant shall not apply to the Developer while it is the registered owner of the Burdened Lot;
- (r) **Temporary buildings:** not permit a temporary building or structure to be erected on the Burdened Lot except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the Burdened Lot upon completion of the work;
- (s) **Debris:** keep all landscaping, road verges, berms, roads, footpaths, kerbs, and stormwater drainage systems within the Subdivision clean and free from debris, builders waste or other substances resulting from any construction of a building or structure on the Burdened Lot both prior to and after such construction;
- (t) **Road verges and berms:** maintain all road verges and berms adjoining the Burdened Lot in a neat and tidy condition and not allow grass or other weeds on any road verge or berm adjoining the Burdened Lot to exceed 10cm in height at any time;
- (u) **Damage:** immediately repair (to the satisfaction of the Developer) any damage to any other Burdened Lot or any landscaping, road verge, berm, road, footpath, kerb, streetlight, street sign, concrete or any other structures within the Subdivision caused directly or indirectly by it or its contractors, employees, agents and invitees;
- (v) **Grass and weeds:** not allow grass or other weeds on the Burdened Lot to exceed 10cm in height;
- (w) **Light:** not allow any trees, shrubs or other plants to grow on the Burdened Lot, where such trees, shrubs or plants substantially interfere with the light or view available to any other lot within the Subdivision;
- (x) **Road Reserve:** not cut, trim, damage, remove or relocate any tree, shrub or plant on the road reserve, access reserve or esplanade reserve without the prior approval of the Developer and Auckland Council;

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Annexure Schedule

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Covenant instrument to note land covenant

*Continue in additional Annexure Schedule, if required*

- (y) **Monitoring:** permit the Developer, its officers, employees or agents to enter upon the Burdened Lot at all reasonable times for the purposes of ensuring compliance with the Covenants and remedying any breaches thereof subject to the Developer first giving at least 48 hours' prior written notice of its intention to enter on to the Burdened Lot. If the Developer enters on to the Land it shall not be responsible for any damage occasioned to the Burdened Lot or anything placed thereon as a result of a reasonable exercise by the Developer of its powers under this instrument;
- (z) **Accessories:** not install or attach any accessory or appurtenance (including but not limited to bins, satellite dishes, television aerials, and solar panels) to any Dwelling or structure on the Burdened Lot or on the Burdened Lot itself, unless such accessory or appurtenance is constructed in such a way as to be discreetly integrated with the design of buildings on the Burdened Lot so that they are not highly visible from any road, thoroughfare or any other Benefited Land;
- (aa) **Satellite dishes:** not install or permit to be install on the Burdened Lot a satellite dish over 60cm in diameter;
- (bb) **Air conditioning units:** not install or permit to be install on the Burdened Lot an external air conditioning unit, unless hidden from view from the road or any other Benefited Land and noise proofed;
- (cc) **Exterior lighting:** not install or permit to be install on the Burdened Lot any exterior lighting unless it is low intensity or an indirect source of light;
- (dd) **Advertising:** not install or permit to be install on the Burdened Lot any advertisement, sign, or hoarding, other than compulsory statutory signage, real estate signage pending sale, or builder's signage during construction;
- (ee) **Nuisance:** not raise, breed, or keep or permit to raise, breed, or keep on or about the Burdened Lot any livestock, poultry, or any dog which in whole or part appears to be a Pit Bull Terrier, Brazilian Fila, Japanese Tosa, Dogo Argentino, Perro de Presa Canario, Rottweiler or Doberman Pinscher.

### 3. Breach of Covenants

- 3.1 If there should be any breach or non-observance of any of the Covenants by the registered owner of a Burdened Lot ("**Defaulting Owner**"), then without prejudice to any other liability which the Defaulting Owner may have to any registered owner of a Benefited Land or The Greenwoods Investment Company Limited, the Defaulting Owner shall upon written demand being made by any registered owner of any Benefited Land or the Developer:
- (a) pay to any registered owner of any Benefited Land or the Developer making such demand as liquidated damages the sum of \$100.00 (One Hundred Dollars) per day for every day that such breach or non-observance of the Covenants continues after the date upon which written demand has been given, provided that if more than one party is making such demand then that sum shall be shared between those parties; and
  - (b) remedy any breach or non-observance if capable of remedy on terms and conditions imposed by the registered owner of the Benefited Land or the Developer which may involve (but shall not be limited to) being required to remove any structure or building which breaches the terms of the Covenants or remove and/or replace any building material which breaches the terms of the Covenants.
- 3.2 The registered owner of any Burdened Lot covenants that it will at all times indemnify the registered owner of any Benefited Land or The Greenwoods Investment Company Limited from all proceedings, costs, claims and demands in respect of breach or non-observance by the registered owner of any Burdened Lot of any of the Covenants.

Form 46

**ANNEXURE SCHEDULE - CONSENT FORM<sup>1</sup>**

(Regulation 6 Land Transfer Regulations 2018)

<b>Person giving consent</b> <i>Surname must be underlined</i>	<b>Capacity and Interest of Person giving consent</b> <i>eg. Mortgagee under Mortgage no.)</i>
<b>Loan Investment Trustees Limited (previously known as SCFL Nominees Limited)</b>	<b>Mortgagee under mortgage 11248310.4</b>

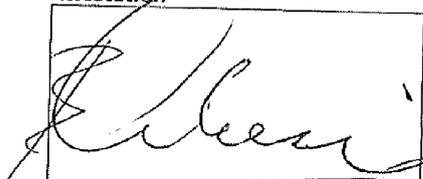
**Consent**  
*Delete words in [ ] if inconsistent with the consent*  
*State full details of the matter for which consent is required*

Without prejudice to the rights and powers existing under the interest of the person giving consent, the **Person giving consent hereby consents** to:

- 1 Surrender of right of way easement in gross in favour of Auckland Council created by Easement Instrument 10115077.6;
- 2 Cancellation of Consent Notice 10115077.4;
- 3 The vesting of Lot 10 on DP 537194 as Road to Auckland Council;
- 4 The vesting of Lot 30 on DP 537194 as Local Purpose Reserve (Esplanade) in Auckland Council;
- 5 The vesting of Lot 32 on DP 537194 as Local Purpose Reserve (Esplanade) in Auckland Council;
- 6 The vesting of Lot 31 on DP 537194 as Local Purpose Reserve (Access) in Auckland Council;
- 7 The vesting of Lot 33 on DP 537194 as Stream Bed in Auckland Council;
- 8 The registration of the easements shown in the Memorandum of Easements panel on DP 537194;
- 9 The registration of the easement shown in the Memorandum of Easements in Gross panel on DP 537194;
- 10 The transfer of Lots 3, 4, 7, 8, 12, 13, 14 and 15 on DP 537194 to The Greenwoods Investment Company Limited solely subject to existing mortgage 11248310.4;
- 11 The registration of the easement shown in the Schedule of Easements in Gross panel on DP 537194; and
- 12 Registration of land covenants set out in the attached Covenant Instrument to note land covenants affecting Lots 3, 4, 7, 8, 12, 13, 14 and 15 on DP 537194.

Dated this 16<sup>th</sup> day of December 2019

**Attestation**

 Authorised Signatory  Authorised Signatory	<b>Signed in my presence by the Person giving consent</b> <hr/> Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name Occupation Address
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<sup>1</sup> 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.