

Approved for ADLS by Registrar-General of Land under No. 2018/6263
COVENANT INSTRUMENT TO NOTE LAND COVENANT
 Sections 116(1)(a) & (b) Land Transfer Act 2017



Covenantor

Surname(s) must be underlined> or in CAPITALS.

Jodie-Ann Petrice LAWFORD and Philip Milroy DUMBLE

Covenantee

Surname(s) must be underlined> or in CAPITALS.

Jodie-Ann Petrice LAWFORD, Philip Milroy DUMBLE and Sunset on Scenic Trustees 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 covenants		NA254/233	NA930/197

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 _____].

Insert instrument type

Covenant Instrument to Note Land Covenant

Continue in additional Annexure Schedule, if required

1. Land Covenants

The Covenantor and the Covenantee and their successors in title wish to protect the natural environment and integrity of the Burdened Land. To achieve this, the Covenantor hereby covenants with the Covenantee as set out below.

2. Interpretation

"Burdened Land" means the property at 276 Scenic Drive, Titirangi, Auckland contained in Record of Title NA254/233.

3. Limited Liability

The Covenantor and its successors in title will only be liable for breaches of the Covenants that occur while they are registered as owner of the Burdened Land.

**FIRST SCHEDULE
COVENANTS**

1. Pin Oak and Liquid Amber Trees

The Covenantor and their successors in title shall not:

- 1.1 without the prior consent of the Covenantee cut down, damage or destroy or permit the cutting down, damage or destruction of the Pin Oak and Liquid Amber trees marked "A" and "B" on the **attached** plan to this instrument;
- 1.2 do anything that would prejudice the health or ecological value of the Pin Oak and Liquid Amber trees marked "A" and "B" on the attached plan to this instrument, their long-term viability or sustainability;
- 1.3 be in breach of this covenant if either of the Pin Oak and Liquid Amber trees marked "A" and "B" on the attached plan to this instrument die as a result of fire and/or natural causes not attributable to any act or default on their part for which they are not responsible.

2. Construction of Dwelling

Any building, structure or dwelling erected or constructed on the Burdened Land:

- 2.1 will not be constructed within three (3) meters of the eastern boundary;
- 2.2 will be constructed to follow the contours of the land in order to minimise earthworks;
- 2.3 will not be constructed from second-hand materials without the prior written approval of the Covenantee;
- 2.4 will not be a second-hand relocated dwelling without the prior written approval of the Covenantee;
- 2.5 will not exceed one storey;
- 2.6 will be completed in a reasonable time period being 18 months from commencement of the construction to practical completion unless this time period is extended by the Covenantee providing written notice of such extension.

3. Temporary Accommodation

- 3.1 The Covenantor may have temporary accommodation at the Burdened Land provided that any such temporary accommodation is used during construction of a permanent dwelling. Any such temporary accommodation must be removed from the Burdened Land upon practical completion of any dwelling.

4. Compliance

- 4.1 The Covenantor shall be liable to rectify, remove or carry out any remedial work necessary to achieve compliance with the Covenants upon receiving 20 working days written notice of any non-compliance from the Covenantee.

5. Enforcement

- 5.1 If there is any breach or non-observance of any of the foregoing Covenants (with respect to each individual breach):
 - (a) upon written notice being given by the Covenantee to the Covenantor in breach, pay to the Covenantee liquidated damages in the sum of \$100.00 per day for every day that such breach or non-observance continues 30 days following the date upon which the relevant written notice has been given; and
 - (b) forthwith remove or cause to be removed from the Burdened Land any building or other item erected on the Burdened Land in breach or in non-observance of the Covenants; and
 - (c) forthwith replace any building materials or other non-conforming item used by the Covenantor in breach or non-observance of the Covenants with approved materials; and
 - (d) carry out such other remedial work specified in the notice as to remedy such breach or non-performance of these Covenants.

If this annexure schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial this box.