



View Instrument Details

Instrument No	13366561.1
Status	Registered
Lodged By	Flores, Louise Malaya Ombico
Date & Time Lodged	29 Jul 2025 13:45
Instrument Type	Covenant (All types except Land covenants)

Affected Records of Title	Land District
NA5A/256	North Auckland

Annexure Schedule	Contains 11 Pages
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Signature

Signed by Nicholas John Wilson as Grantor/Grantee Representative on 28/07/2025 11:34 AM

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

Statement of Passing over Information:

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COVENANT UNDER SECTION 108 RESOURCE MANAGEMENT ACT 1991

BETWEEN **LEE FRANCIS WALKER-HOLT AND LARISSA COURTNEY REW (Covenantor)**

AND **AUCKLAND COUNCIL (Council)**

BACKGROUND

- A. The Covenantor is the registered owner of the Land.
- B. Lee Francis Walker-Holt applied to the Council for resource consent for a proposal described as:
"It is proposed to erect a new dwelling on 105 Laingholm Drive that is elevated above the road. The proposal will require vegetation clearance, earthworks and construction of retaining walls on the site (including the ROW) and on road reserve."
on the Land.
- C. The Council granted the Consent to Lee Francis Walker-Holt on the condition, amongst other things, that the Covenantor enters into this instrument and registers it against the record of title to the Land.
- D. The Covenantor has entered into this instrument pursuant to section 108 of the Resource Management Act 1991 in fulfilment of the Condition.

COVENANTS**1. INTERPRETATION****1.1 Definitions:** In this instrument capitalised words have the meanings given to them as follows:

Condition means condition 22 of the Consent which is set out in Schedule 2;

Consent means resource consent LUC60019364 (Legacy LUC-2016-2353) granted by the Council on 1 December 2016 under the Resource Management Act 1991;

Council means the Auckland Council and includes its successors as territorial authority of the district where the Land is situated and includes its officers and agents;

Covenantor means the person(s) named as the Covenantor in this instrument and includes the persons for the time being the registered owner of the Land but only for as long as those persons are the registered owners of the Land;

Land means the Covenantor's land at 105 Laingholm Drive, Laingholm described as Lot 862 Deposited Plan 35362 being all the land comprised in record of title NA5A/256;

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Operation and Maintenance Manual means the operation and maintenance manual prepared by Turners Drainage & Contracting Limited called "*Detention/Retention Tank Maintenance Manual*", a copy of which is attached to this instrument as Schedule 4; and

Stormwater Management System means the private on-site stormwater management system (stormwater detention tank) installed on the Land, and labelled "*Retention Tank 1.2M³*" on the plan prepared by LF Walker-Holt, called "*Site Plan*", dated 30 March 2016 and approved by the Council dated 1 December 2016, a copy of which is attached to this instrument as Schedule 3.

- 1.2 **Interpretation:** This instrument will be interpreted and applied in accordance with the following principles:

Defined Expressions: expressions defined in the main body of this instrument have the defined meaning in the whole of this instrument including the background.

Headings: section, clause and other headings are for ease of reference only and do not affect this instrument's interpretation.

Joint and Several Liability: an obligation by two or more persons binds those persons jointly and severally.

Negative Obligations: any obligation not to do anything including an obligation not to suffer, permit or cause that thing to be done.

Parties: references to parties are references to parties to this instrument.

Persons: references to persons includes references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality.

Plural and Singular: words importing the singular number include the plural and vice versa.

Schedules: the schedules to this instrument and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this instrument.

Sections, Clauses and Schedules: references to sections, clauses and schedules are references to this instrument's sections, clauses and schedules; and

Statutes and Regulations: references to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

2. EXPRESS COVENANTS

- 2.1 The Covenantor covenants with the Council to perform the obligations as set out in Schedule 1 as required under section 108(2)(d) of the Resource Management Act 1991, and the Consent.
- 2.2 The Covenantor acknowledges that this instrument will bind and run with the Land in accordance with section 109 of the Resource Management Act 1991.

- 2.3 The Covenantor may apply to the Council for the cancellation of this instrument where the Covenantor is able to demonstrate to the Council in accordance with the Resource Management Act 1991 that this instrument has become obsolete. If the Council determines the covenant may be cancelled, the Council, at the Covenantor's cost, will provide the Covenantor with an instrument recording the cancellation of this instrument.

3. COSTS

- 3.1 The Covenantor will pay the costs of preparation and registration of this instrument and any other costs incurred by the Council in relation to this instrument.

4. POWERS NOT AFFECTED

- 4.1 Nothing in this instrument is to be treated as limiting any other rights or powers which the Council may have under statute, bylaw or regulation except as expressly provided in this instrument.
- 4.2 The Covenantor's liability under this instrument will not be affected by any delay, extension of time, forbearance or waiver by the Council, or by failure or neglect by the Council to enforce any of the covenants.

IN WITNESS of this instrument has been executed on the 20th day of July 2025

EXECUTED as a DEED by
LEE FRANCIS WALKER-HOLT
in the presence of

Signature

Witness signature

Full name

Address

Occupation

Note: The signature must be witnessed by an independent person

EXECUTED as a DEED by
LARISSA COURTNEY REW
in the presence of

)
)
Signature

Connor Mills
Witness signature

Connor Raymond Mills
Full name

92 Haringholm Drive
Address

Builder
Occupation

Note: The signature must be witnessed by an independent person

C.M.
L.R.
LW-H

SCHEDULE 1

The Covenantor covenants with the Council on an ongoing basis:

1. to retain the Stormwater Management System on the Land; and
2. to operate, monitor and maintain the Stormwater Management System (stormwater detention tank) in accordance with the following conditions:
 - (a) to carry out regular maintenance (as specified in the Operation and Maintenance Manual) of the Stormwater Management System as required to ensure efficient operation;
 - (b) to allow Council to enter the Land, upon receiving prior written notice by the Council:
 - (i) to inspect or test the Stormwater Management System; and
 - (ii) to inspect the Covenantor's records in relation to the operation, monitoring and maintenance of the Stormwater Management System;
 - (c) to carry out any actions or works in relation to the operation, monitoring and maintenance of the Stormwater Management System received in writing from the Council. If the Covenantor fails to carry out those actions or works within 7 working days of receiving the Council's written notice, the Council may enter the Land to carry out the works and the Council may recover all costs of carrying out the work from the Covenantor; and
 - (d) to not modify or remove the Stormwater Management System without the express written permission of the Council.

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SCHEDULE 2

Covenants

22. Pursuant to Section 108(2)(d) a covenant is required to be entered into, in favour of Council, to record and advise any future owners of the need to comply with this condition on an ongoing basis.

- (a) There is an on site stormwater management system on the affected lot.
 - (i) The owner must operate, monitor and maintain the stormwater management system (stormwater detention tank) in accordance with the conditions below:
 - (ii) Regular maintenance (as specified in the Operation and Maintenance Manual) of the stormwater management system shall be carried out by the owner as required to ensure efficient operation.
 - (iii) Auckland Council may at any time upon prior written notice by its officers, employees, agents or contractors enter the property; to inspect or test the stormwater management system and; to inspect the owner's records in relation to the operation, monitoring and maintenance of the system.
 - (iv) Auckland Council may, by notice in writing, instruct the owner to carry out any actions or works in relation to the operation, monitoring and maintenance of the stormwater management system. If the owner fails to carry out those actions or works within 7 working days of receiving Auckland Council's Notice, Auckland Council may carry out said work itself and enter the property to execute the work. Council may recover all costs of carrying out said work from the owner.
 - (v) The owner must not modify or remove the stormwater management system without the express written permission of the Auckland Council.

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LW-H

SCHEDULE 3

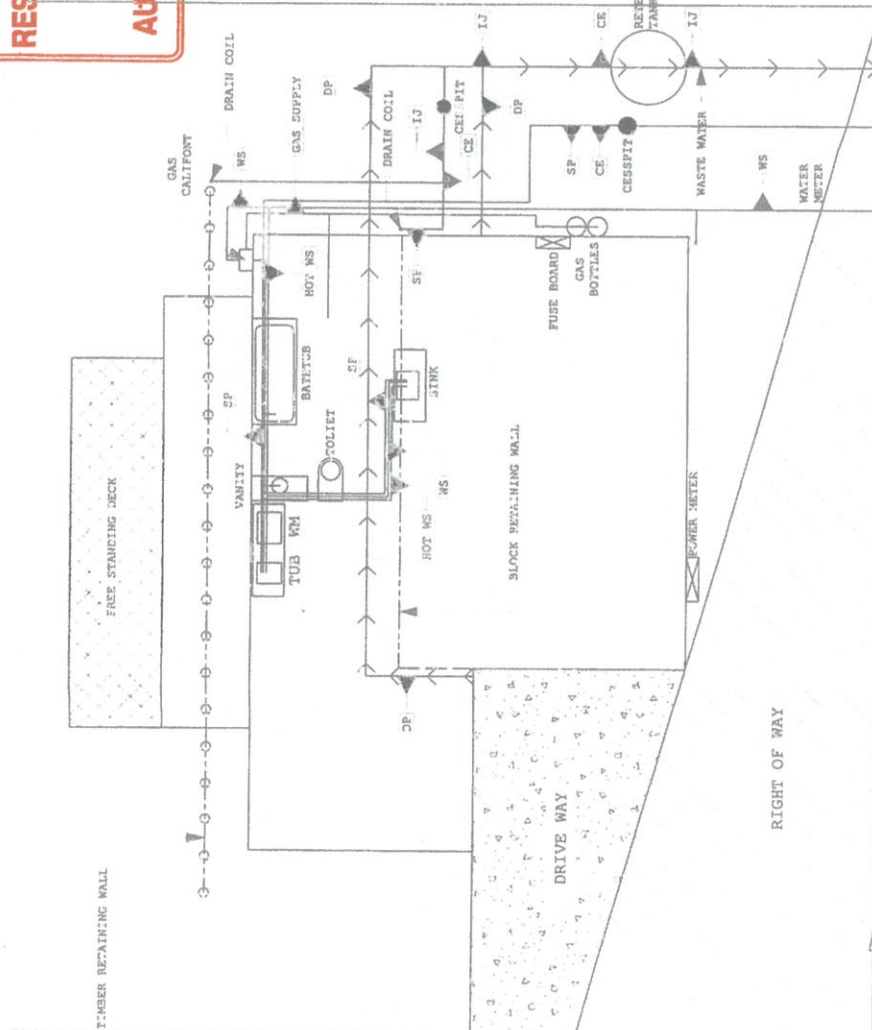
Stormwater Management System

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KEY	DOWN PIPE	EXTERNAL PIPE	PIPE SIZES
DP	SEWER PIPE	SEWER	100MM (1:80 FALL)
SP	CLEARING EYE	STORM WATER	100MM (1:80 FALL)
CE	INSPECTION JUNCTION	SURFACE WATER	150MM (1:200 FALL)
IJ	WATER TAP	FIXTURE PIPE	PIPE SIZES
WM	WASHING MACHINE	WC	100MM (1:60 FALL)
WS	WATER SUPPLY	SHOWER	40MM (1:40 FALL)
		VANITY	40MM (1:40 FALL)
		BASIN	40MM (1:40 FALL)
		BATHTUB	40MM (1:40 FALL)
		KITCHEN SINK	40MM (1:40 FALL)
		TUB	40MM (1:40 FALL)

SERVICES AT SOUTHERN BOUNDARY
(WATER, SEWAGE, STORMWATER, POWER)

APPROVED
RESOURCE CONSENTS
01 DEC 2016
AUCKLAND COUNCIL



PROPOSED
FIRST HOME
FOR
L.F WALKER-HOLT
&
L.C REW

105 LAINGHOLM DRIVE, LAINGHOLM

NOTES:
1. All areas and construction shall comply with all relevant standards including NZS 3604:1999 and the building code.
2. Typical window and door head heights to be 2000mm.
3. All areas within the resource consent shall be constructed in accordance with the resource consent.
4. All areas within the resource consent shall be constructed in accordance with the resource consent.
5. All areas within the resource consent shall be constructed in accordance with the resource consent.
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9. All areas within the resource consent shall be constructed in accordance with the resource consent.
10. All areas within the resource consent shall be constructed in accordance with the resource consent.

SHEET: SITE PLAN

SCALE: 1:200, 1:80

DRAWN BY: L.F WALKER-HOLT

DATE: 30/03/2016

PAGE: 1

SCALE 1:80
DETAIL A

LEGAL DESCRIPTION:
LOT 862 DP33362
RIGHT OF WAY MARKED C ON DP189078
AREA = 842SQ METERS
SITE COVERAGE = 130.14SQM
HOUSE COVERAGE = 15.45%
EASEMENT & DRIVE WAY COVERAGE = 55.5SQM
FREE STANDING DECK COVERAGE = 10.5SQM

105 LAINGHOLM DRIVE,
LAINGHOLM,
AUCKLAND

SOUTH
SCALE 1:200
DETAIL A

SERVICES AT SOUTHERN BOUNDARY
(WATER, SEWAGE, STORMWATER, POWER)

C.M
L.F
L.W-H

SCHEDULE 4

Operation and Maintenance Manual

COM
LR.
LWH

TURNERS DRAINAGE & CONTRACTING LIMITED

1a Jays Rd
 Titirangi
 AUCKLAND 0604

Email: info@turnerscontracting.co.nz
www.turnerscontracting.co.nz

Mobile: 021 134 0452

Detention/ Retention Tank Maintenance Manual**Duties to be carried out by homeowner:**

For the maintenance of detention/ retention water tanks.

Site location: 105 Laingholm Drive, Laingholm, Auckland, 004

Legal description: Lot 862 DP35362

Consent Number: BCO 10084766

Access to your water tank:

Access to your water tank, detention or retention is via the inspection hatch on the top of the tank. All cleaning and maintenance should be performed from outside the water tank.

Entering a water storage tank should be performed only by properly equipped and trained personnel.

Frequency of inspections:

Inspect the inside of your water tank at least annually. Inspect the inlet, overflow and outlet monthly for signs of build up.

Cleaning of your water tank:

Visually inspect water tank interior through the inspection hatch. If excess mineral build up is noted, drain the water tank and remove sediment that has collected on tank bottom using a soft bristle brush, squeegee or vacuum. Rinse with clean water and flush out tank if possible.

To prevent build up of sediment and debris in your water tank, ensure your gutters are cleaned regularly.

Tree limbs and bushes should be trimmed away from the exterior of water tank.

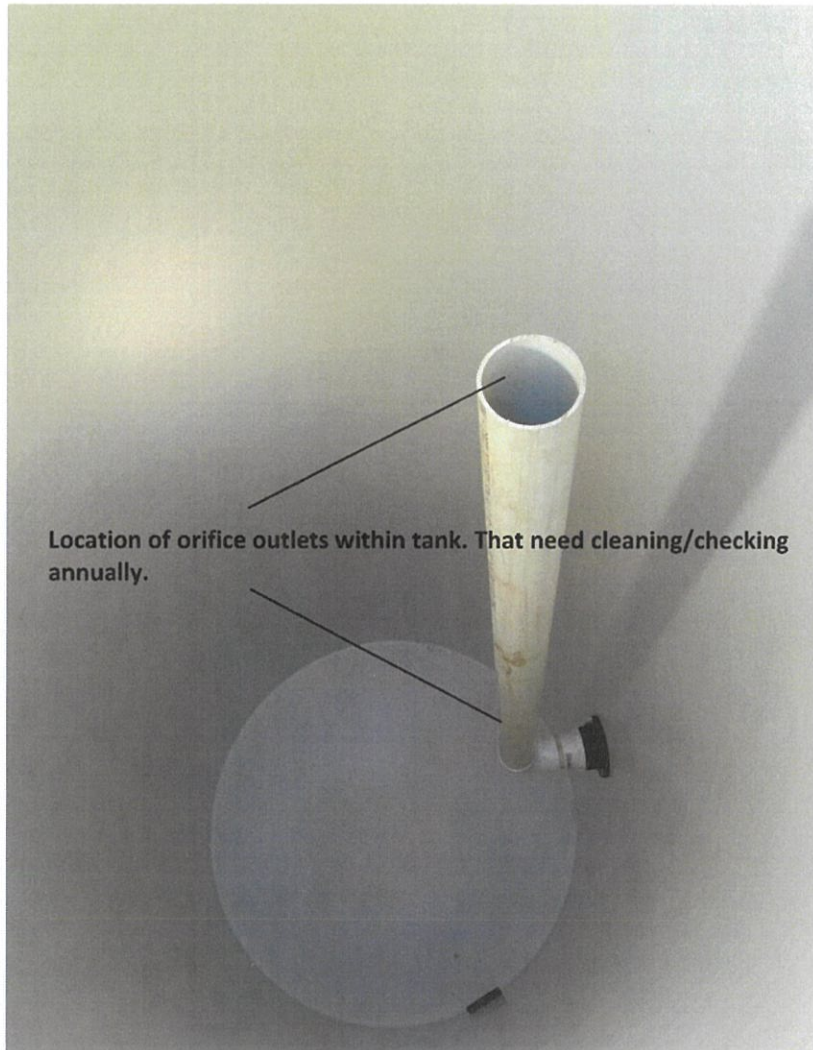
Detention/retention tank inspection and maintenance of the outlet orifice.

Regularly inspect orifice to check for blockages. Inspect the orifice via the manhole but do not enter the tank. If required a second orifice with the valve can be installed at the base of the tank for cleaning.

To clean orifice's, use a high-pressure hose from the outside of the tank, fire the water jet through the orifice to clean debris. Remove any debris from inside the tank as described above.

C.M
 L.R.
 LWH

View of inside detention retention tank.



Regards

Adam Turner (Certifying Drain Layer)
Turner's Drainage and Contracting Ltd
(02) 1134 0452

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