



**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 **848160**
Land Registration District **South Auckland**
Date Issued 20 February 2019

Prior References
SA26D/1269

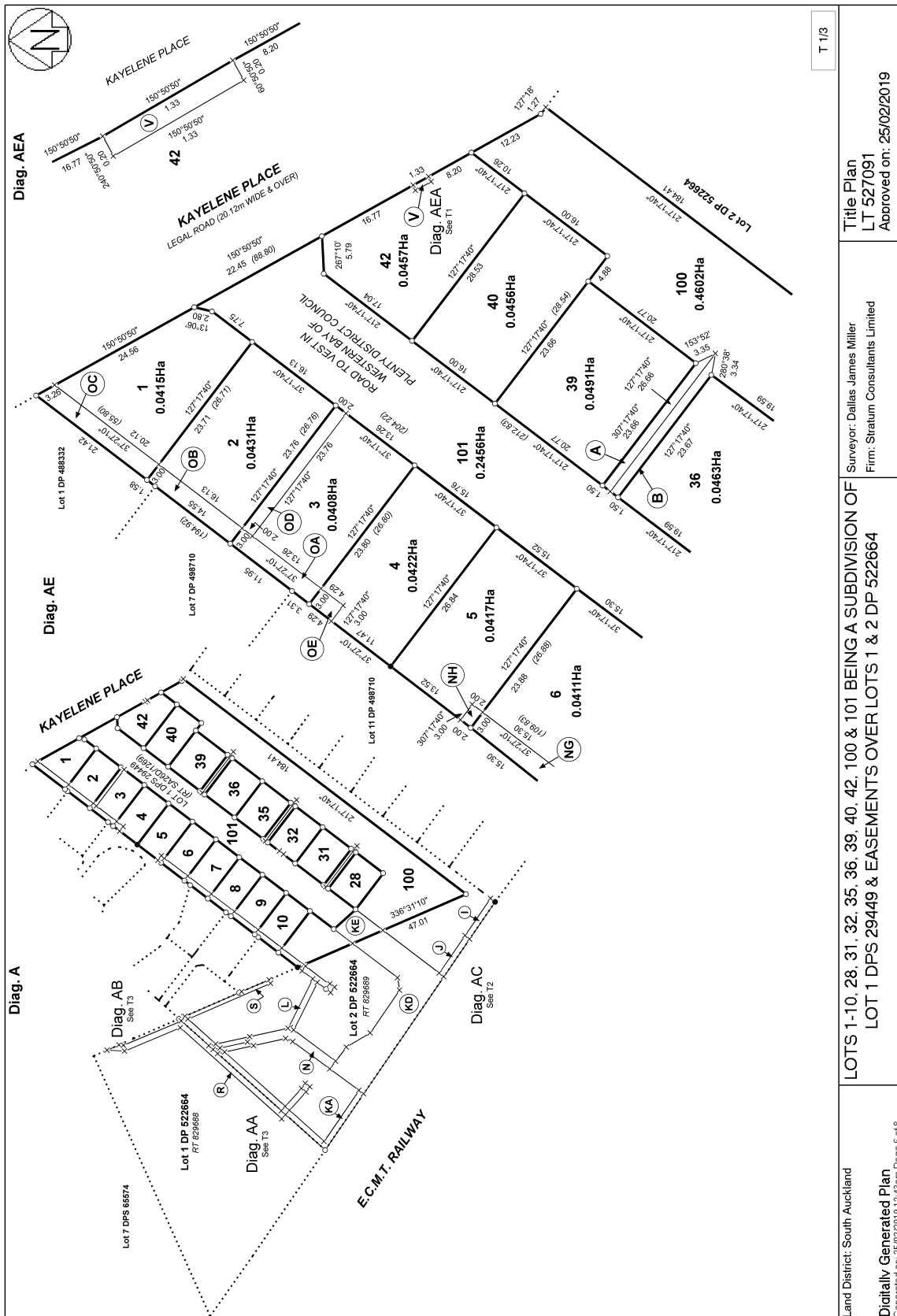
Estate Fee Simple
Area 463 square metres more or less
Legal Description Lot 36 Deposited Plan 527091

Registered Owners

James Allan Crene as to a 1/2 share
Susan Rachel Thomas as to a 1/2 share

Interests

11264288.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 20.2.2019 at 4:44 pm
Appurtenant hereto is a right to drain water and sewage and a right of way created by Easement Instrument 11264288.11 - 20.2.2019 at 4:44 pm
Some of the easements created by Easement Instrument 11264288.11 are subject to Section 243 (a) Resource Management Act 1991 (affects DP 527091)
Land Covenant in Covenant Instrument 11264288.12 - 20.2.2019 at 4:44 pm (Limited as to duration)
Fencing Covenant in Deed 11264288.13 - 20.2.2019 at 4:44 pm





View Instrument Details

Instrument No 11264288.12
Status Registered
Date & Time Lodged 20 February 2019 16:44
Lodged By Dewhurst, Sarah Louise
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
848138	South Auckland
848139	South Auckland
848140	South Auckland
848141	South Auckland
848142	South Auckland
848143	South Auckland
848144	South Auckland
848145	South Auckland
848146	South Auckland
848147	South Auckland
848152	South Auckland
848155	South Auckland
848156	South Auckland
848159	South Auckland
848160	South Auckland
848163	South Auckland
848164	South Auckland
848166	South Auckland
848167	South Auckland

Annexure Schedule: Contains 7 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 Georgina Brettargh Smith as Covenantor Representative on 07/03/2019 01:37 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 ✓

Covenantee Certifications

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 Georgina Brettargh Smith as Covenantee Representative on 07/03/2019 01:38 PM

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

Covenant Instrument to not land covenants
(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

27 KAYELENE PLACE LIMITED

Covenantee

27 KAYELENE PLACE LIMITED

Grant of Easement or *Profit a prendre* or Creation 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	DP 527091	Lot 1 DP 527091 RT 848138	Lot 1 DP 527091 RT 848138
		Lot 2 DP 527091 RT 848139	Lot 2 DP 527091 RT 848139
		Lot 3 DP 527091 RT 848140	Lot 3 DP 527091 RT 848140
		Lot 4 DP 527091 RT 848141	Lot 4 DP 527091 RT 848141
		Lot 5 DP 527091 RT 848142	Lot 5 DP 527091 RT 848142
		Lot 6 DP 527091 RT 848143	Lot 6 DP 527091 RT 848143
		Lot 7 DP 527091 RT 848144	Lot 7 DP 527091 RT 848144
		Lot 8 DP 527091 RT 848145	Lot 8 DP 527091 RT 848145
		Lot 9 DP 527091 RT 848146	Lot 9 DP 527091 RT 848146
		Lot 10 DP 527091 RT 848147	Lot 10 DP 527091 RT 848147

		Lot 28 DP 527091 RT 848152	Lot 28 DP 527091 RT 848152
		Lot 31 DP 527091 RT 848155	Lot 31 DP 527091 RT 848155
		Lot 32 DP 527091 RT 848156	Lot 32 DP 527091 RT 848156
		Lot 35 DP 527091 RT 848159	Lot 35 DP 527091 RT 848159
		Lot 36 DP 527091 RT 848160	Lot 36 DP 527091 RT 848160
		Lot 39 DP 527091 RT 848163	Lot 39 DP 527091 RT 848163
		Lot 40 DP 527091 RT 848164	Lot 40 DP 527091 RT 848164
		Lot 42 DP 527091 RT 848166	Lot 42 DP 527091 RT 848166
			Lot 100 DP 527091 RT 848167

Covenant rights and powers (included 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 155A of the Land Transfer Act 1952]~~

[Annexure Schedule 1]

Annexure Schedule 1

Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated

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Page

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of

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Pages

Schedule A1**DEFINITIONS:**

"Developer" means 27 Kayelene Place Limited or any other person or persons nominated by 27 Kayelene Place Limited.

"Developers Subdivision" means the land being developed and/or subdivided by the Developer, including the land currently contained in Records of Title SA26D/1269 and 829689, and any other land owned or to be purchased by the Developer.

"Land" means the Burdened Land or any part of it.

"Local Authority" means Western Bay of Plenty District Council.

The Covenantor and the Covenantee are the registered owners of the Land in the Records of Title 848138, 848139, 848140, 848141, 848142, 848143, 848144, 848145, 848146, 848147, 848152, 848155, 848156, 848159, 848160, 848163, 848164, 848166 and 848167

The Covenantor covenants in favour of the Covenantee in respect of the Land in Records of Title 848138, 848139, 848140, 848141, 848142, 848143, 848144, 848145, 848146, 848147, 848152, 848155, 848156, 848159, 848160, 848163, 848164 and 848166 (each a "Lot" and "Land") in accordance with this Annexure Schedule, each such covenant to forever apply to each Lot and to bind the respective owners and occupiers for the time being of each Lot and be appurtenant to, for the benefit of, and run with each of the Records of Title 848138, 848139, 848140, 848141, 848142, 848143, 848144, 848145, 848146, 848147, 848152, 848155, 848156, 848159, 848160, 848163, 848164, 848166 and 848167 ("the Benefited Land") and be enforceable by the Covenantee or the respective owners and occupiers for the time being of the Benefited Land.

The Covenantor's and the Covenantor's successors in title hereby covenant with the Covenantee for and on behalf of the Covenantee and the Covenantee's successors in title as follows:

LAND COVENANTS:

1. The Covenantor will receive the benefit of these covenants over the other Lots in the Developer's Subdivision and acknowledges that the Land it is purchasing will in turn be bound by these covenants.
2. The Registered Covenantor acknowledges and agrees with the Covenantee that each section in the Developer's Subdivision forms part of a development which is intended to be established as a modern and well-designed subdivision and it is desirable that supervision and control be exercised by the Developer to achieve these objectives.
3. The Covenantor will be bound by these covenants, although the Developer may in writing, at the sole and unfettered discretion of the Developer, waive part, any or all of these covenants, on such terms and conditions as the Developer may require.
4. Prior to submitting a resource consent application or a building consent application (as the case may be) to the Local Authority for the necessary approvals, and prior to the commencement of construction, the Covenantor shall obtain the written approval of the Developer to their building plans and landscaping plans and in particular approval in respect of the:
 - 4.1 Site plan showing the location of all buildings, landscaping and vehicle access;
 - 4.2 Floor plans;
 - 4.3 Elevations which shall include a description of all exterior finishes and colours and materials;

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 in this box.

Annexure Schedule 1

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Instrument	Dated		Page		of		Pages
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4.4 Landscaping (including fencing) plans; and

4.5 Concept plans and specifications

and shall pay to the Developer a design review fee of \$250.00 including GST.

5. The Covenantor covenants to:

Building requirements

5.1 Not build any building other than a single new dwelling house including attached double garaging;

5.2 Construct any building in only new materials;

5.3 Construct any building with a minimum floor area including garaging (excluding decking, entry porches, verandas or roofing overhang) as follows:

(a) Lot 1 of 115 square metres; and

(b) Lots 2 – 42 (inclusive) of 150 square meters.

5.4 Locate any attachments (including but not limited to television antenna, satellite dishes, solar panels, air-conditioning units, clotheslines) around the building so they are not highly visible to the road;

Materials

5.5 Construct any building with:

(a) A minimum of 65% of the non-glazed exterior cladding of the following materials: kiln fired or concrete brick, plaster or cement texture finish, stone, Axon panel, Stria, Oblique, Linea, Shadowclad, or timber weatherboard (substitution of these materials will be at Developer's discretion);

(b) All exterior surfaces (which are not pre-colour coated or finished) are painted, or stained prior to the building being occupied. Where a building has a basement, exposed subfloors, framing and/or decks, the exposed areas shall be clad in permanent materials in conformity with the main parts of the residence;

(c) Any wall of the building predominantly facing the road frontage must include at least one gable end, window or feature;

(d) The finished permanent colour(s) of exterior cladding in a colour scheme that will blend with the environment and be nonreflective;

(e) The roof with prepainted colorsteel, concrete or metal tiles. No unpainted roof shall be allowed on any building;

(f) The driveway and any other access ways in a permanent surface of concrete, concrete block, cobblestones or hot mix asphalt and such surfacing will be carried out in a proper tradesman-like manner.

Fencing

5.6 Construct the fencing on their Lot using Laminata horizontal timber panels. Provided however, the registered owners of Lots 1-11 (inclusive) will construct their own fencing along the Western boundary of either Laminata horizontal timber panels or black aluminium "pool fencing", and the registered owners of Lots 1, 41 & 42 will construct their own fencing along the Northern boundary of black aluminium "pool fencing" with railway sleeper posts.

5.7 Allow no fence or living hedge to exceed:

(a) 1.2 meters in height from the completed subdivision contours on the road frontage;

(b) 1.2 meters in height from the completed subdivision contours within 3 meters of the front

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 in this box.

Annexure Schedule 1

Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement Instrument	Dated		Page		of		Pages
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boundary; and

(c) 1.80 meters in height from the completed subdivision contours on any other boundary.

Construction

5.8 Complete construction of the building (including driveway and access ways) within 15 months of laying down the foundations of the building;

5.9 Complete the landscaping (including paths and fencing) within 18 months of laying down the foundations of the building;

5.10 Not permit the building to be occupied or used as a residence unless the dwelling house has been substantially completed and meets the requirements of the Local Authority;

Land Use

5.11 Not to further subdivide the Lot or create a unit title or cross-lease in respect of any building on the Land. However, the Developer may approve amalgamation of titles but the Covenantor should first make their own enquires at their own cost as to the ability to achieve said amalgamation.

Enhancement of the Land

5.12 Keep the Land free of rubbish and in a tidy manner;

5.13 Keep the grass below 100mm in length;

5.14 Not allow any trees to grow above 5 meters in height or any other landscape feature exceed 2.5 meters in height;

5.15 Not allow any temporary dwelling, caravan, trade vehicle or other equipment on the Land unless garaged or screened;

5.16 The Covenantor will not keep or permit to be kept or to take or permit to be taken upon or on the Land any vehicle (as is defined by the Land Transport Act 1998) which has a weight of over 2 tonnes, provided that this will not prevent such vehicles being taken onto the Land for the purposes of building operations being carried out on the Land or for the delivery or collection of goods which are to be or have been used in connection with the residential use of the Land;

5.17 Raise, breed or keep any animal or livestock on the Land or in any building on the lot other than 2 domestic animals limited to cats, dogs, reptiles, fish, rodents and birds.

6. The Covenantor acknowledges that the value of the Land will be affected by the failure to comply with these covenants and therefore covenants personally and for the Covenantor executors and administrators and assigns that if the Covenantor fails to comply with, observe, perform, or complete any of the special conditions and/or covenants and restrictions contained in these covenants, then the Covenantor may serve written notice on the Covenantor requiring the Covenantor to remedy the breach of covenant within seven (7) days of the service of the notice. If the breach is not remedied within the period stipulated the Covenantor shall pay to the party issuing the notice the sum of \$50.00 including GST per day until such time as the breach is remedied and shall in addition pay all costs incurred by the party issuing the notice including all professional and legal costs calculated on a solicitor/client basis.

7. The Covenantor will only have liability hereunder while they are the registered owner of the Land.

8. The land covenants provided for herein shall remain in force until 15 years from the date of registration of this Covenant Instrument.

9. Dispute Resolution:

9.1 If a dispute in relation to any covenant arises between the parties who have a registered interest under these covenants:

(a) The party/parties initiating the dispute must provide full written particulars of the dispute to the

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Annexure Schedule 1

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Instrument	Dated		Page		of		Pages
other party/parties; (b) The parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and (c) If the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties): (i) The dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and The arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.							

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 in this box.



View Instrument Details

Instrument No 11264288.13
Status Registered
Date & Time Lodged 20 February 2019 16:44
Lodged By Dewhurst, Sarah Louise
Instrument Type Covenant (All types except Land covenants)



Affected Records of Title	Land District
848138	South Auckland
848139	South Auckland
848140	South Auckland
848141	South Auckland
848142	South Auckland
848143	South Auckland
848144	South Auckland
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848159	South Auckland
848160	South Auckland
848161	South Auckland
848163	South Auckland
848164	South Auckland
848166	South Auckland
848167	South Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Georgina Brettargh Smith as Grantor/Grantee Representative on 11/03/2019 03:08 PM

*** End of Report ***

FENCING COVENANT

Dated this 7th day of March 2019

PARTIES:

- (1) 27 KAYELENE PLACE LIMITED ("Developer")
- (2) 27 KAYELENE PLACE LIMITED ("Owner")

BACKGROUND:

- A. The Owner is the current registered owner of the lots described in the First Schedule ("the Land").
- B. The Developer is developing/subdividing the Land.
- C. The Developer and the Owner have agreed that the Land, together with any adjoining lot owned by the Developer, shall have the benefit of a fencing covenant under the Fencing Act 1978 ("the Act").

TERMS OF THIS AGREEMENT:

1. The Owner, together with its successors in title, as registered owner of the Land (more particularly the separate lots that make up the Land as described in the First Schedule), shall be bound by a fencing covenant within the meaning of section 2 of the Act in favour of the Developer.
2. For the avoidance of doubt, the Owner acknowledges and agrees that:
 - a. The Developer shall not be liable to pay or be required to contribute towards the cost of erection or maintenance of a fence between any lot within the Land and any adjoining lot owned by the Developer (whether that adjoining lot is also within the Land or any adjoining lot not part of the development/subdivision but owned by the Developer) ("Adjoining Lot").
 - b. The Owner agrees to meet the total cost of construction of any fence to be constructed on the boundary of any Adjoining Lot if such adjoining lot is owned by the Developer and the Owner shall not seek contribution from the Developer.
 - c. The provisions in Section 6(1) of the Act do not apply to this fencing covenant and upon registration, the provisions of this fencing covenant shall run with the land and bind the Owner's executors, successor assigns pursuant to Section 5 of the Act.

2

FIRST SCHEDULE:

<u>Legal Description</u>	<u>Title</u>
Lot 1 DP 527091	RT 848138

Lot 2 DP 527091	RT 848139
Lot 3 DP 527091	RT 848140
Lot 4 DP 527091	RT 848141
Lot 5 DP 527091	RT 848142
Lot 6 DP 527091	RT 848143
Lot 7 DP 527091	RT 848144
Lot 8 DP 527091	RT 848145
Lot 9 DP 527091	RT 848146
Lot 10 DP 527091	RT 848147
Lot 28 DP 527091	RT 848152
Lot 31 DP 527091	RT 848155
Lot 32 DP 527091	RT 848156
Lot 35 DP 527091	RT 848159
Lot 36 DP 527091	RT 848160
Lot 39 DP 527091	RT 848163
Lot 40 DP 527091	RT 848164
Lot 42 DP 527091	RT 848166
Lot 100 DP 527091	RT 848167

SIGNED for and on behalf of 27 KAYELENE)
 PLACE LIMITED by its Directors as Owner in)
 the presence of:)

Witness
 Signature

Name

Occupation

Address

Director

SIGNED for and on behalf of 27 KAYELENE)
 PLACE LIMITED by its Directors as Developer)
 in the presence of:)

Witness
 Signature

Name

Occupation

Address

Director

Director



View Instrument Details

Instrument No	11264288.2
Status	Registered
Date & Time Lodged	20 February 2019 16:44
Lodged By	Dewhurst, Sarah Louise
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



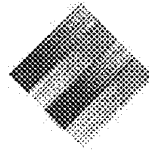
Affected Records of Title	Land District
SA26D/1269	South Auckland

Annexure Schedule: Contains 1 Page.

Signature

Signed by Natasha Johanna Van Der Wal as Territorial Authority Representative on 14/02/2019 04:09 PM

*** End of Report ***



**Western Bay of Plenty
District Council**

**Consent Notice Pursuant to Section 221
Resource Management Act 1991**

File Ref: S/B/12049
Stage 1

IN THE MATTER OF: Deposited Plan 527091

A N D

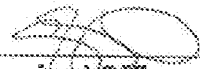
IN THE MATTER OF: Subdivision Consent pursuant
to Sections 108, 220 and 221
of the Resource Management
Act 1991.

I, CHRIS WATT, Authorised Officer of the Western Bay of Plenty District Council, hereby certify that by way of resolution passed under delegated authority on 12 April 2017, the following condition was imposed on the subdivision consent for Lot 4 Deposited Plan S 27522 and Lot 1 Deposited Plan S 29449:

THAT pursuant to section 221 of the Resource Management Act 1991 consent notices are registered against the titles of Lot(s) 1-10, 28, 31-32,35-36, 39-40, 42 such that:

- a) any future building development be in accordance with the recommendations of the geotechnical report prepared by Stratum Consultants Ltd dated 19 July 2018 reference: 629313-M-E-C024 or subsequent geotechnical reports prepared by a Chartered Professional Engineer or Engineering Geologist, suitably experienced to the satisfaction of the Principal Administrative Officer.

Dated at Tauranga this 24th day of January 2019



Authorised Officer