

## View Instrument Details

Instrument No	13388913.7
Status	Registered
Lodged By	Hunt, William Patrick
Date & Time Lodged	22 Aug 2025 11:04
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
1216688	North Auckland
1216689	North Auckland
1216691	North Auckland
1216692	North Auckland
1216705	North Auckland
1216707	North Auckland
1216708	North Auckland
1216711	North Auckland
1216712	North Auckland
1216713	North Auckland

Annexure Schedule	Contains 6 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 William Patrick Hunt as Covenantor Representative on 18/08/2025 02:25 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 18/08/2025 02:25 PM

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

## Form 26

**Covenant Instrument to note land covenant**

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

**Covenantor**

**CABRA DEVELOPMENTS LIMITED  
CABRA PROPERTIES LIMITED**

**Covenantee**

**CABRA DEVELOPMENTS LIMITED  
CABRA PROPERTIES 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	See First Schedule Annexure A		

**Form 26 - continued**

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**Covenant rights and powers (including terms, covenants and conditions)**

*Delete phrases in [ ] and insert Memorandum number as require; 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 7 Pages

*Insert instrument type***Land Covenant***Continue in additional Annexure Schedule, if required***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 high quality residential development ("Development"). The Development consists of a number of lots to be held in separate titles.
- 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 Development as a high quality residential development is maintained, preserved and enhanced.

**COVENANTS****1.0 Definitions**

In this instrument, the following definitions shall apply, unless the context otherwise requires:

**Cabra** the Cabra Developments Limited and Cabra Properties Limited Partnership but where Cabra has been dissolved, wound up, deregistered or otherwise passed out of existence any approval or consent required from Cabra shall mean approval or consent by any party previously appointed and/or nominated in writing by Cabra for this purpose.

**Lots** means Lots 103, 104, 106, 107, 120, 122, 123, 126-128 DP 612447.

**Practical Completion** means that a dwelling house is substantially complete so that it is capable of being occupied.

**Relevant Authority** means the local or regional authorities with jurisdiction over the Development

**2. Agreement**

- 2.1 The Covenantor, for itself so as to bind the Burdened Land in the First Schedule ("Burdened Land" and each one of them a "Covenanting Lot"), 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 31<sup>st</sup> of December 2032 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 31<sup>st</sup> of December 2032.
- 2.2 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.
- 2.3 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.
- 2.4 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.

2.5 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 Covenanting Lot.

2.6 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) remove or cause to be removed from the Covenanting Lot any dwelling house, garage, carport, building or other structure (or any part of it) erected or placed on the Covenanting Lot in breach or non-observance of the covenants;
- (b) replace any building materials used in breach or non-observance of the covenants;
- (c) cease any activity in breach or non-observance of the covenants;
- (d) otherwise remedy any breach or non-observance of the covenants.

**3.0 The Covenantor shall:**

3.1 Not erect on a Covenanting Lot any dwelling, building, structure, fence or landscaping unless the final plans, specifications and finish have been approved in writing by Cabra provided that approval to such plans, specifications and finish shall be deemed to have been given in respect of any dwelling or building which has been erected and occupied for a period of five (5) years or more without Cabra objecting to the same.

3.2 Not use or place, suffer or permit to be erected, transported or placed on any Covenanting Lot any second-hand home of any type or description.

3.3 Not pave driveways, carparking spaces, footpaths and patios with plain concrete. As a guide the following impervious surfaces will be acceptable:

- (a) exposed aggregate concrete or coloured concrete utilising a minimum of 6kg of black oxide per cubic metre of concrete, for the driveway and carparking spaces;
- (b) exposed aggregate concrete, coloured concrete utilising a minimum of 6kg of black oxide per cubic metre of concrete, exposed aggregate pavers or coloured concrete pavers, for patios and footpaths.
- (c) tiled patios.

3.4 Not erect or bring on to or allow to remain on any Covenanting Lot (except during the time of construction of the dwelling house) any temporary building, container, caravan, heavy machinery or other equipment or materials so as to preserve the quality of the Development and also to prevent noise likely to cause offence to residents in the Development.

3.5 Not erect or bring on to or allow to remain on any Covenanting Lot a garden shed except with the written consent of Cabra which may be withheld at its discretion and which may be subject to conditions imposed by Cabra in its absolute discretion. As a guideline, if consent is granted, the conditions of such consent will include but will not be limited to:

- (a) restriction of the size of the garden shed to no greater than 10sqm;
- (b) the location of the garden shed;
- (c) the type of materials used for construction of the shed.

3.6 Not erect or bring on to or allow to remain on any Covenanting Lot any trampoline unless screened from common areas and neighbouring properties.

3.7 Not allow to remain on any walls, fence, structure or building on the Covenanting Lot any graffiti or similar disfiguring for more than five working days from the date that such graffiti or disfiguring occurred.

3.8 Ensure that any satellite dish does not exceed 1 metre in diameter.

3.9 Ensure that; any Covenanting Lot that has been landscaped or planted and in respect of trees or shrubs situated on the berms adjacent to the Covenanting Lot ("planted areas"):

- (a) The Covenantor maintains any existing vegetation on the planted areas;
- (b) If any trees or shrubs forming part of the planted areas are damaged or die, the Covenantor will replace the same with similar species.

- 3.10 Not allow any Covenanted Lot to remain unlandscaped without lawns on unpaved areas and shrubs, or without driveway, paths and fences completed in permanent materials for a period greater than three months following Practical Completion of a dwelling on such Covenanted Lot. The Covenantor will ensure that all landscaping is completed in accordance with the landscaping requirements contained in the resource consent for the Development unless an alternative landscaping plan is approved by Cabra in writing which approval may be withheld at Cabra's absolute discretion.
- 3.11 Not permit or suffer any advertisement, sign or hoarding of a commercial nature to be erected or affixed on any part of the Covenanted Lot or on any building or fencing situated on the Covenanted Lot except with the written consent of Cabra which may be withheld at its discretion.
- 3.12 Not permit or suffer on the Covenanted Lot any rubbish including garden or household waste to accumulate or be placed upon the Covenanted Lot.
- 3.13 Only use any building or dwelling on the Covenanted Lot as a residence or other ancillary activity if such ancillary activity is approved in writing by Cabra in its absolute discretion and which may be subject to conditions imposed by Cabra in its absolute discretion.
- 3.14 Not allow any grass or weeds on the Covenanted Lot or on the berm to grow to a height greater than 150mm and if the Covenantor defaults in so doing, Cabra may take whatever action it considers necessary to remedy the default at the expense of the Covenantor and if the Covenantor fails to pay Cabra upon further demand for all costs so incurred, Cabra may recover such costs from the Covenantor as liquidated damages in any Court of competent jurisdiction.
- 3.15 Not cause or allow any recreational or commercial vehicles or boats to be regularly located either on any road or footpath in the Development nor the area between the front boundary of the Covenanted Lot and the dwelling unless screened so as not to be highly visible from any road, reserve, public walkway or any other Covenanted Lot. No caravan or motorhome shall be placed on any Covenanted Lot to be used for residential use other than for short term occupation of visitors.
- 3.16 Not oppose, frustrate, object to, nor take any action or encourage others to oppose, frustrate, object or take any action that might in any way prevent or hinder Cabra, the owner of any adjoining or neighbouring land and/or the Relevant Authority from progressing or completing the Development. This covenant extends to and includes (but is not limited to) development planning, zone changes, resource consents, consent authority or Environment Court applications, building consent matters, any other consents, earthworks, developments and general works. The benefit of this covenant also applies to any adjoining or neighbouring land now or hereafter owned by Cabra or a third party that wishes to complete the Development on the terms of the resource consent for the Development.
- 3.17 Ensure that rubbish bins and clotheslines are screened so as not to be highly visible from any road, reserve, public walkway or any other Covenanted Lot.
- 3.18 **Bond**  
Upon any transfer of a Covenanted Lot from Cabra to the Covenantor:
  - (a) the Covenantor will pay a bond in the sum of five thousand dollars ("the Bond") per dwelling situated or to be situated on that Covenanted Lot to Cabra to secure performance of the Construction and Landscaping Covenants set out at clauses 3.1-3.5 and 3.8-3.10 of this instrument ("the Construction and Landscaping Covenants"); and
  - (b) a base fee in the sum of five hundred dollars (inclusive of GST) per dwelling situated or to be situated on that Covenanted Lot, will be immediately deducted from the Bond and is payable to Cabra as a compliance monitoring fee; and
  - (c) the balance of the Bond, after deduction of the compliance monitoring fee ("the Bond Balance") will be held by Cabra until the date being three months after Practical Completion of the dwelling on the Covenanted Lot or the date that the Construction and Landscaping Covenants have been complied with to the satisfaction of Cabra, whichever is the earlier ("the Bond Expiry Date").
- 3.19 The Bond Balance will be returned to the Covenantor as at the Bond Expiry Date provided however if there has been any non-compliance of any of the Covenants in this instrument, Cabra may deduct from the Bond Balance an amount which in Cabra's unfettered opinion compensates Cabra for costs incurred including Cabra's own time in dealing with such non-compliance. Clauses 3.18 – 3.19 do not in any way limit the Covenantor's liability pursuant to clauses 5.1 – 5.2 of this instrument.
- 3.20 The Covenantor acknowledges that the Bond Balance (if any) will automatically transfer to the registered proprietor of the Covenanted Lot upon any transfer of the Covenanted Lot by the Covenantor.

#### 4.0 Indemnity and Consequences of Breach

4.1 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.

4.2 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 Covenanted Lot to arrange for rectification of the Covenantor's breach or failure at the cost of the Covenantor.

#### 5.0 General

5.1 The covenants set out in clauses 3.1 to 3.20 of this Instrument shall run with each Covenanted Lot set out in the First Schedule for the benefit of all 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 31<sup>st</sup> of December 2032 or the date upon which they respectively cease to hold a fee simple estate in a Covenanted Lot as the case may be but without prejudice to any liability for any breach of covenant under this Instrument arising before such date.

5.2 The Covenantor must ensure that if the Covenanted Lot (of which the Covenantor is registered proprietor) or any part of such Covenanted Lot is subject to a residential tenancy agreement or other lease agreement then the tenant(s) pursuant to such agreement are provided with a copy of this instrument. Furthermore the covenants contained in this instrument must form part of such residential tenancy agreement or other lease agreement. The Covenant set out in this clause 5.2 shall run with each Covenanted Lot set out in the First Schedule for the benefit of all the Benefited Land described in the First Schedule TO THE INTENT that the Covenantor and the Covenantee shall continue to be bound until they respectively cease to hold a fee simple estate in a Covenanted Lot but without prejudice to any liability for any breach of covenant under this Instrument arising before such date.

#### FIRST SCHEDULE

Burdened Land	Benefited Land
Lot 103 DP 612447	All of the Lots other than Lot 103 612447
Lot 104 DP 612447	All of the Lots other than Lot 104 612447
Lot 106 DP 612447	All of the Lots other than Lot 106 612447
Lot 107 DP 612447	All of the Lots other than Lot 107 612447
Lot 120 DP 612447	All of the Lots other than Lot 120 612447
Lot 122 DP 612447	All of the Lots other than Lot 122 612447
Lot 123 DP 612447	All of the Lots other than Lot 123 612447
Lot 126 DP 612447	All of the Lots other than Lot 126 612447
Lot 127 DP 612447	All of the Lots other than Lot 127 612447
Lot 128 DP 612447	All of the Lots other than Lot 128 612447