LAND COVENANTS
STAGE 1B

View Instrument Details

Instrument No.	12105471.9
Status	Registered
Date & Time Lodged	16 Aug 2021 16:40
Lodged By	Neverman, John Gordon
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
992250	South Auckland
992251	South Auckland
992252	South Auckland
992253	South Auckland
992254	South Auckland
992255	South Auckland
992256	South Auckland
992257	South Auckland
992258	South Auckland
992259	South Auckland
992260	South Auckland
992262	South Auckland
992263	South Auckland
992264	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 John Gordon Neverman as Covenantor Representative on 16/08/2021 04:29 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 John Gordon Neverman as Covenantee Representative on 16/08/2021 04:29 PM

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

Covenant instrument to note land covenant

(Sections 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Vibe Group Waihi Limited

Covenantee

Vibe Group Waihi Limited as to the Benefited Land and In Gross

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

Purpose (Nature and extent) of covenant	Shown (plan reference)	Burdened Land (Legal Description and Record of Title)	Benefited Land (Record of Title or In Gross)
Land Covenants	N/A	Lots 1 – 10 & 13 - 15 DP 561188 (RsT 992250 – 992259, 992262 - 992264)	Lots 1 – 11 & 13 - 15 DP 561188 (RsT 992250 – 992260, 992262 - 992264) Vibe Group Waihi Limited (in gross)

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

The provisions applying to the specified covenants are those set out in the Annexure Schedule.

Annexure Schedule

Background

The intention of these land covenants is to establish and maintain an attractive, high quality and well-designed residential development that is consistent with the Developer's design vision for it.

Interpretation

1. In these land covenants, the following terms have the corresponding meanings provided below:

   a. '**Design Guidelines**' means the design guidelines produced by the Developer in respect of the Property and the wider development from

time to time. For clarity, these may be amended by the Developer from time to time, and for ease of reference may be published on the Developer's website.

b. '**Design Review Panel**' means the design review panel under the Design Guidelines.

c. '**Developer**' means Vibe Group Waihi Limited and/or nominee.

d. '**House**' or '**Houses**' mean any residential building or house, or part of a residential building or house, which is intended to be used as a separate residence.

e. '**Owner**' means any registered proprietor of any Lot referred to as the Burdened Land in Schedule A.

f. '**Property**' means any Lot referred to as the Burdened Land in Schedule A.

Design Guidelines

2. The Owner must at all times comply with the requirements of the Design Guidelines and/or any approval (including any conditions) given by the Developer and/or the Design Review Panel under either these land covenants or the Design Guidelines.

House

3. The Owner must not build or cause to be built on the Property any buildings or structures other than one House and associated structures approved in writing by the Developer in accordance with the Design Guidelines.

4. The House must be newly constructed on the Property and not be a relocated or a second hand House.

5. All materials used in construction of the House must be high quality materials.

6. All foundations and subfloor areas of the House must be fully enclosed and finished in a manner that compliments the other materials used for the House.

7. Construction of the House, fencing and landscaping must be completed within six months from the commencement of construction of the House.

Landscaping

8. The Owner must not landscape (including any fencing or clotheslines) or cause to be landscaped on the Property anything other than landscaping approved in writing by the Developer in accordance with the Design Guidelines.

9. An Owner must keep the Property in a neat and tidy condition, including but not limited to ensuring that:

    a. Grass is maintained so that is does not exceed a height of 100mm;

    b. Rubbish does not accumulate on the Property; and

    c. The Property does not otherwise look untidy.

10. If in the Developer's opinion the Owner is at any time in breach of clause 9, the Developer may cut the grass, remove the rubbish, or undertake any other work reasonably required to bring the Property into compliance with clause 9. Any costs for this work may be levied against the Owner, and the Owner must pay any such costs within 10 working days of receiving an invoice from the Developer. If the costs are not paid within time, the Owner must also pay 20% per annum interest on such costs until paid.

Use of Property

11. The Owner must not use the Property:

    a. For any purpose other than residential; and

    b. Until it has been built on and landscaped in accordance with the Design Guidelines and/or any approval (including conditions) given by the Developer and/or the Design Review Panel under either these land covenants or the Design Guidelines, except for such building or landscaping.

12. Any vehicles, motor homes, caravans, boats, tents or similar objects on the Property must not be used for accommodation on a permanent basis, or located on the Property permanently, unless inside a House (or associated garage) or appropriately screened in a way that has been approved by the Developer and/or the Design Review Panel under either these land covenants or the Design Guidelines. As it is difficult to define what 'permanent' or 'permanently' means in order to adequately achieve the intention of this clause, as a guide it will mean a period of more than three months at a time, but will also include any situation where the Developer considers that the Owner is attempting to do the above on a permanent basis and/or permanently (e.g. locating a caravan on the Property for two or three months, moving it off for a day or short period of time, and then moving it back so that it can remain for a further two or three months).

Animals

13. An Owner must not allow to be kept on the Property any animals other than domestic pets, which without restricting the generality of such term shall exclude goats, sheep, horses, pigs, poultry, and beehives.

14. Further, an Owner will not allow to be kept on the Property:

    a. More than two dogs and/or one cat of a greater age than three months; or

b. Any dog which is defined as a prohibited breed for importation to New Zealand, a dangerous dog or a menacing dog under the Dog Control Act 1996 (including subsequent amendments to this legislation) and local authority regulations; or

c. Any animal which is causing annoyance, as determined by the Developer.

Damage outside of Property

15. Any damage to improvements outside of the Property or within the road reserve caused by the Owner, its agents, or invitees, including but not limited to damage caused to footpaths, roads or streetlamps must be repaired by the Owner immediately following any such damage.

Signage

16. An Owner must not erect, place, or allow to be erected or placed, any sign or hoarding of a commercial nature on the Property, excluding building or real estate related signs.

Further Development

17. An Owner must not subdivide the Property. For the purposes of this clause, subdivision means any subdivision, including a fee simple, unit title, or cross lease subdivision.

18. The Owner must not:

a. Grant to any party any easement, right or thing over a Property for the purpose of providing any service or facility;

i. To any property; or
ii. For the benefit of any party.

b. Vest any part or all of the Property in Council for any purpose or grant to Council or any other party any consent or easement (whether registered or unregistered).

Future Development

19. The Owner, and/or any tenant, occupier, or user, of the Property will:

a. Not object to, lodge a submission or appeal objecting to, frustrate, hinder, or prevent any application for resource consent, building consent, or plan change or variation by the Developer in relation to any future development of land owned by the Developer; and

b. Support and provide its unconditional consent to any subdivision or development to be undertaken by the Developer, or any proposed plan, plan change, or variation providing for such a subdivision or development, under the Resource Management Act 1991, the

Building Act 2004, or any other relevant legislation or law, and will upon request from the Developer, execute all documents and do all things necessary to provide such unconditional consent as may be required by the Developer in that regard.

20. In the event any documents are not signed in accordance with clause 19(b) within 10 working days of being provided such documents, the relevant Owner (and/or tenant, occupier or user of the Property) will be deemed to have consented and this clause will be sufficient evidence of such consent to any relevant authority.

21. These land covenants will automatically expire as to any part of the Property that is to vest as road, in connection with a road, or reserve as part of developing the Property (provided that the Developer's consent has first been obtained). In which case the following provisions will apply in respect of that part that is to vest as road:

    a. The expiry will take effect upon the approval of the survey plan that will give effect to any such vestings under s224(c) of the Resource Management Act 1991;

    b. The Owner will be deemed to have consented to such vesting in accordance with s224(b)(i) of the Resource Management Act 1991 upon deposit of such survey plan with Land Information New Zealand (**LINZ**); and

    c. LINZ will deposit the plan without requiring any further written consent from the Owner or surrender in respect of these land covenants.

Developer's approval

22. The Developer may assign or delegate its rights, powers and discretions set out in these land covenants.

23. Any approval required from the Developer under these land covenants means written approval.

24. The Developer may approve any request to do something that does not comply with these land covenants.

25. The Developer's right to grant or decline any request for approval under the land covenants is an unfettered right and does not allow any person to challenge for any reason the giving or the declining of any such approval. For the avoidance of doubt, no person will have any claim against the Developer in respect of any decision that the Developer or their nominee makes in respect of any approval sought.

26. The Developer will not be required to enforce these land covenants.

Breach

27. Acknowledging that the value of the Benefited Land and the Developer's reputation may be affected by the standard of House erected on the

Property and by failure to comply with these land covenants, the Owner covenants for the Owner personally and their executors, administrators and assigns that should the Owner fail to comply with, observe, perform, or complete any of the land covenants contained in clauses 1 to 25, and without prejudice to any other liability the Owner may have to the Developer or any other person, the Owner will:

a. immediately upon receipt of a written demand for payment from the Developer or the Developer's solicitors pay to the Developer as liquidated damages the sum of ONE THOUSAND DOLLARS ($1,000.00) per day for each day the default continues unremedied, such liquidated damages to be limited to a maximum value of $150,000.00;

b. shall immediately undertake such remedial action as may be required by the Developer including but not limited to permanently removing or causing to be permanently removed from the Property any building or other structure so erected or repaired or other cause of any breach or non-observance of these land covenants;

c. pay on demand the Developer's costs incurred in respect of the default and any enforcement or attempted enforcement of the Developer's rights such costs to include but not be limited to legal costs on a solicitor client basis; and

d. Pay interest at the rate of 20% on any money which may be demanded and not paid, such interest to accrue from the date of the demand until the date it is finally received by the Developer;

provided that:

i. Except for those defaults notified to the Owner when it is a registered proprietor, the Owner shall only be liable while the Owner is a registered proprietor of the Property;

ii. If a default is completely and finally remedied within one month of notice in writing requiring the removal or remedy of such cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the said covenants the sum payable under clause 26(a) shall abate to $1.00 per day provided that this abatement shall not apply in respect of any subsequent default of a similar nature.

Dispute Resolution

28. If a dispute in relation to any of these land covenants arises, the following process must be followed:

a. The party initiating the dispute must provide full written particulars of the dispute to any other party/(ies);

b. The parties must promptly meet in good faith to try and resolve the dispute;

c. If the dispute is not resolved within 14 working days of the written particulars being given to the party/(ies), the dispute must be referred to arbitration, in accordance with the Arbitration Act 1996 (or any subsequent Act);

d. The arbitration must be conducted by a single arbitrator to be agreed between the parties, or failing agreement, by the President of the New Zealand Law Society; and

e. The decision made by the arbitrator is binding on both parties.

Expiry

29. These land covenants will expire upon the Developer giving notice that they have expired (either partially or in full).