View Instrument Details

Instrument No	12028708.1
Status	Registered
Date & Time Lodged	26 March 2021 14:55
Lodged By	Cameron, Nichole Julienne
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
973221	North Auckland
973222	North Auckland
973223	North Auckland
973224	North Auckland
973225	North Auckland
973226	North Auckland
973227	North Auckland
973228	North Auckland
973229	North Auckland

Annexure Schedule Contains 3 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 Christopher Calder Hamilton Allan as Covenantor Representative on 09/04/2021 03:29 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 Christopher Calder Hamilton Allan as Covenantee Representative on 09/04/2021 03:29 PM

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

© Copyright: Land Information New Zealand

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

Registrar-General of Land Approval 2018/6263 ADLS

Covenantor *Surname(s) must be underlined or in CAPITALS.*

Sanctuary North Limited

Covenantee *Surname(s) must be underlined or in CAPITALS.*

The Sanctuary Residents Association Incorporated No. 2164759

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
Covenant as to use and for maintenance of Lot 1 DP 430128	**N/A**	**Lot 81 DP 556753 RT973221 Lot 82 DP 556753 RT 973222 Lot 83 DP 556753 RT 973223 Lot 84 DP 556753 RT 973224 Lot 91 DP 556753 RT 973225 Lot 92 DP 556753 RT 973226 Lot 93 DP 556753 RT 973227 Lot 94 DP 556753 RT 973228 Lot 101 DP 556753 RT 973229**	**In gross**

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 **A**].

REF: 7200 – © AUCKLAND DISTRICT LAW SOCIETY INC. 2018

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

ANNEXURE SCHEDULE A

Background

A. SRAI was incorporated (amongst other matters) to maintain, preserve, and enhance the unique character, size, and recreational capabilities of the Sanctuary Estate as a premium international residential lifestyle community.

B. Sanctuary Estate is located at Cove Road, Northland, New Zealand.

C. SNL is the owner of Lot 2 DP 430128 which is part of the Sanctuary Estate. SNL is subdividing Lot 2 in 3 stages in accordance with the plan in Schedule 2. Stages 1 and 2 are being completed contemporaneously with Stage 3 to follow.

D. SNL is a member of SRAI by virtue of its ownership of Lot 2. The properties comprising the Sanctuary Estate are generally subject to Land Covenant.

E. Lot 2 is not bound by the general prohibition in Clause 8.1 of the Land Covenant the terms of which are repeated in Schedule B and which prohibits a Lot Owner within Sanctuary Estate from carrying out any trading or commercial purposes other than as permitted in clauses 8.1 (a)(i) and (ii) of the Land Covenant.

F. Under Clause 8.2 of the Land Covenant terms of which are repeated in Schedule B, SNL as owner of Lot 2 is required to undertake certain maintenance obligations in respect of Lot 1 DP 430128 (being the sewage field for Sanctuary Estate).

G. Stage 3 of SNL's subdivision of Lot 2 requires the creation of a JOAL to enable access to the other lots created as part of Stage 3. Absent any express agreements to the contrary, the provisions of section 298 of the Property Law Act 2007 would apply and impose maintenance obligations on the SNL (replaced in the future by owners of lots 85-90 inclusive) for the JOAL.

H. SNL and SRAI have therefore agreed to vary the obligations referred to in recitals F & G. so that SRAI will assume those obligations on the terms set out in this Agreement.

Operative Provisions

1.1 The Covenantor as owner of Lot 2 acknowledges and agrees so as to bind the Lot 2 Owners that so long as the Covenantee performs the obligations set out in Clause 2 in this covenant;

(i) The exception to the rights of the Covenantor and the Lot 2 Owners as described in clause 8.1(a) of the Land Covenant, shall, other than as permitted in clauses 8.1(a)(i) and (ii) of the Land Covenant, not be available to the Covenantor and the Lot 2 Owners.

2.1 The Covenantee agrees with the Covenantor so as to bind the Covenantee and its successors and assigns and for the benefit of the Lot 2 Owners, of the lots into which Lot 2 is to be subdivided: -

(i) to perform, observe, carry out and complete all of the Covenantor's and the Lot 2 Owners', the covenanted obligations set out in clause 8.2 of the Land Covenant;

(ii) In substitution for the JOAL lot owners' obligation, maintain and repair the JOAL as a fully functional access lot. To enable the Covenantee to carry out its obligations under 2.1(i) of this Covenant, the Covenantor grants to the Covenantee the right of access over the JOAL in order to carry out the obligations referred to.

2.2 The Covenantee's obligations under clause 2.1(ii) shall only come into effect once:

(i) titles have been issues for the JOAL and all of the Stage 3 lots; and

(ii) the JOAL has been fully formed and constructed by the Covenantor at its sole cost and in compliance with all relevant requirements (including any resource consent conditions and relevant roading standards).

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

3. In this instrument:

Where the context requires or admits in this covenant the following words and expressions have the meanings indicated:

Agreement means the Agreement between SRAI and SNL dated 21 February 2021 in respect of the Burdened Land between the Covenantee as vendor and the Covenantor as purchaser.

SRAI means Sanctuary Residents Association Incorporated.

SNL means Sanctuary North Limited.

Lot 2 means Lot 2 DP 430128.

Land Covenant means Land Covenant 8581297.2.

JOAL means access lot (Lot 80 LT 558166).

Lot 2 Owners means the Covenantor and its successors and assigns including the registered proprietors (for the time being), of lots arising from the subdivision of Lot 2.

SCHEDULE B

(Clauses 8.1 and 8.2 of Land Covenant 8581297.2)

8.1 The Grantor shall not:

(a) other than the grantor in respect of Lots 1 and 10 on Deposited Plan 404128 and Lot 2 on Deposited Plan 430128, use any part of the Covenanting Lot or permit the same to be used for any trading or commercial purposes, unless:

(i) such purpose is a permitted activity under the relevant district plan and complies in all respects with the district plan and the requirements of the territorial authority; and

(ii) is ancillary and subordinate to the principal use of the Covenanting Lot as a residence;

(b) at any time or times use or allow to be used the Covenanting Lot for any of the breeding, rearing or keeping of pigs, fitches, chickens or roosters; or

(c) at any time or times use or allow to be used the Covenanting Lot for the breeding of dogs or cats.

8.2 The Grantor agrees that Lots 100, 101, 102, 103, 105 and 106 on Deposited Plan 404128 shall only be used for recreation and conservation purposes, and Lot 1 on Deposited Plan 430128 for the sewage field, which will be planted and the trees/grasses maintained by the owner(s) of Lot 2 on Deposited Plan 430128.