



# View Instrument Details

**Instrument No.** 12136894.3  
**Status** Registered  
**Date & Time Lodged** 17 Jun 2021 12:19  
**Lodged By** Cooksley, Jillian Kay  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

*Toitu te*  
**Land whenua**  
**Information**  
New Zealand



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Affected Records of Title	Land District
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998202	Wellington
998203	Wellington
998204	Wellington
998205	Wellington
998206	Wellington
998207	Wellington
998208	Wellington
998209	Wellington
998201	Wellington
998210	Wellington

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**Annexure Schedule** Contains 5 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 Ashley James Muir as Covenantor Representative on 04/06/2021 08:31 AM

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## 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 Ashley James Muir as Covenantee Representative on 04/06/2021 08:32 AM

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

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

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

Taylor Farmlands Limited

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

Taylor Farmlands 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
<b>Restrictive Covenants</b>		998202	998201
		998203	998202
		998204	998203
		998205	998204
		998206	998205
		998207	998206
		998208	998207
		998209	998208
			998209
			998210

**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 1 \_\_\_\_\_].

## Annexure Schedule

Page 2 of 3 Pages

2015/5049  
APPROVED  
Registrar-General of Land

*Insert instrument type*

*Continue in additional Annexure Schedule, if required*

1. The Covenantor hereby covenants with the Covenantee:
  - a. Not to use the Burdened Land for other than rural/residential purposes, together with use for home occupation (as the term "home occupation" is defined in the Manawatu District Plan) as the secondary use to the rural/residential purpose.
  - b. Not to erect any building on the Burdened Land, other than a new building constructed of quality materials.
  - c. Not to erect or place on the Burdened Land any building (excepting a residential dwelling) over 5 metres in height.
  - d. Not to permit or allow the transportation and delivery onto the Burdened Land of:
    - i. any shipping container; or
    - ii. any second hand residential dwelling; or
    - iii. any relocatable residential dwelling excepting a quality new transportable dwelling constructed off-site not previously occupied.
  - e. Not to construct on the Burdened Land or relocate onto the Burdened Land any residential dwelling having an area of less than 100m<sup>2</sup>, excluding garaging and decking.
  - f. To complete all exterior surfaces including the painting of such surfaces, in relation to any building constructed on or relocated onto the Burdened Land within twelve months of commencement of laying down of the foundation in relation to the construction of any building, or twelve months of commencement of relocation of any building onto the Burdened Land.
  - g. Not to permit or bring onto or let remain on the Burdened Land any rubbish (organic or inorganic), debris, equipment, machinery or unregistered or unwarranted motor vehicle which is unsightly, it being the overall intent to keep the Burdened Land in good, tidy and visually pleasing condition, as would normally be expected in a high quality lifestyle type subdivision.
  - h. Not to use or allow any building on the Burdened Land to be used as a principal place of business, work or service, and not permit any part of the Burdened Land to be occupied or used by any government agency or department or any entity funded by a government agency or department, or for industrial or transportation industry business use.
  - i. To maintain any buildings constructed or relocated onto the Burdened Land to a high standard of repair.
  - j. Not to permit the Burdened Land to be used as boarding kennels or as a cattery or any similar use, or accommodate any more than two dogs or allow any rooster on the Burdened Land.
  - k. Not to use the Burdened Land or any part of it in a manner or for such purpose as to cause a nuisance or disturbance to the owner or occupier of the Benefited Land.
  - l. To keep the Burdened Land free of weeds and noxious plants.
2. The registered proprietors of the Burdened Land acknowledge and agree that such part of the Burdened Land contained in Record of Title 998210 is a working farm, and that they shall not object to or make any claim whatsoever against the registered proprietors of that land in relation to usual farming activities, including however but not limited to livestock movement, cultivation and fertiliser application.

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

Page 3 of 3 Pages

2015/5049  
APPROVED  
Registrar-General of Land

*Insert instrument type*

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*Continue in additional Annexure Schedule, if required*

3. The registered proprietors of the Burdened Land shall not object to, oppose, or impede any resource consent application or associated application required in respect of farming activities being undertaken or to be undertaken on Record of Title 998210.
4. The registered proprietors of the Benefited Land agree that Taylor Farmlands Limited shall not be liable to the registered proprietors of the Benefited Land in connection with the enforcement or non-enforcement of the restrictions contained within this covenant instrument.
5. If any dispute arises between the registered proprietor of any land subject to the within covenant instrument in relation to any matter addressed in such covenant instrument, then the parties at dispute shall enter into negotiations to resolve the dispute. If the dispute is not resolved within a reasonable period of time, then the parties in dispute shall submit the dispute to the arbitration of an independent arbitrator to be appointed by the President for the time being of the Manawatu Branch of the New Zealand Law Society or the Nominee of that person, and such arbitration shall be carried out in accordance with the Arbitration Act 1996 or any Act passed in substitution or amendment to that Act.

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.

**CONSENT OF MORTGAGEE**

**BANK OF NEW ZEALAND** being the mortgagee under and by virtue of mortgage numbers B353548.2 and B716756.3 **HEREBY CONSENTS** to the deposit of LT 562636 and to the Land Covenant in favour of Taylor Farmlands Limited being registered **BUT** without prejudice to the Bank's rights and powers under the said mortgage.

**DATED** this        31st                                day of        MAY                                2021.

SIGNED by **BANK OF NEW ZEALAND**  
by: its Attorney in the presence  
of:

Andrew  
Pinpin

Digitally signed  
by Andrew Pinpin  
Date: 2021.05.31  
13:49:36 +12'00'

Witness: Kim Stockman,  
Bank Officer, Auckland

kim  
stockman

Digitally signed by kim  
stockman  
Date: 2021.05.31  
16:58:15 +12'00'

CONFIDENTIAL



CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY

I, ANDREW ELEAZAR PINPIN, Quality Support Lending Fulfilment of Wellington, New Zealand certify:

1. That by deed dated 8 May 2015, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the Hamilton registration district of Land Information New Zealand as dealing No. 10097085.2
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this 31 MAY 2021

Andrew  
Pinpin

Digitally signed  
by Andrew Pinpin  
Date: 2021.05.31  
13:49:56 +12'00'

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ANDREW ELEAZAR PINPIN

CONFIDENTIAL