View Instrument Details

Instrument No.	11400662.11
Status	Registered
Date & Time Lodged	02 Apr 2019 12:50
Lodged By	Blogg, Simon James
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
862694	North Auckland
862695	North Auckland
862696	North Auckland
862697	North Auckland
862698	North Auckland
862699	North Auckland

Annexure Schedule: Contains 8 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 Melinda Susan Whyte as Covenantor Representative on 04/04/2019 04:00 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 Melinda Susan Whyte as Covenantee Representative on 04/04/2019 04:00 PM

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

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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.*

SUNRISE 9 TRUSTEES LIMITED

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

SUNRISE 9 TRUSTEES 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
Building Covenant	**DP 530003**	**See attached Annexure Schedule A**	**See attached Annexure Schedule A**

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**].

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Annexure Schedule A

Covenant

The Grantor for itself and its successors in title of each Site covenants and agrees with the Grantee and their successors in title for the benefit of the benefited owners that the Grantor will at all times observe and perform all the covenants contained in the First Schedule to the intent that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the benefited land and each and all of the registered owners of the benefiting land **provided that** in the event that the North Shore Aero Club Incorporated ("Club") or its successor(s) in title permanently cease to operate the North Shore Airfield situated on the Club's Land ("Airfield") as an airfield then the covenants created by this easement instrument shall immediately cease to apply for the benefit of the Club's Land and registered owner(s) thereof.

First Schedule

"Covenants"

1. Negative Covenants: the Grantor must not:

1.1 Building Restrictions:

(a) Temporary Buildings: construct or use any temporary building or structure on a Site (except in conjunction with the construction of permanent buildings);

(b) Second-hand Materials: construct any building or structure on a Site using second-hand materials unless approved in writing by North Shore Aeropark Limited ("Air Park Company");

(c) Unfinished Buildings: permit any partly built buildings or structure on a Site to remain unfinished for more than six months;

(d) Cost and Size of Buildings: construct any building on a Site intended for use as a residence if:

(i) The cost of construction is less than $392,000 (adjusted by reference to the Consumers Price Index for the period commencing 1 January 2018 and ending on the date on which the plans for the building are submitted for approval by the Air Park Company); and

(ii) The gross floor area is less than 240m^2;

(unless approved in writing by the Air Park Company);

(e) Design Standards: construct any building or structure on any Site unless the same comply with any standards relating to design, construction and appearance specified by the Air Park Company from time to time;

(f) Approval of Plans and Specifications: construct any building or structure on a Site unless the plans and specifications have been approved in writing by the Air Park Company and the Club;

(g) Proximity to Air Park Company Taxiways: erect, on a Site adjacent to an Air Park Company Taxiway, any building or structure on that site within 10 metres of the outer boundary of the Denial Strip (being the boundary between the Denial Strip and the land on which an Air Park Company Taxiway (or proposed Taxiway) is located) (unless otherwise approved in writing by the Air Park Company and the Club);

(h) Proximity to Runway(s)/Taxiway(s): erect, on a Site adjacent to a Runway/Taxiway (including any proposed Runway/Taxiway), any building or structure on that site within 15 metres of the outer boundary of the Denial Strip (being the boundary between the Denial Strip and the land on which the Runway/Taxiway (or any proposed Runway/Taxiway) is located) (unless otherwise approved in writing by the Air Park Company and the Club).

For the avoidance of doubt, for the purposes of clauses 1.1(g) and 1.1(h) a Site is "adjacent" to an Air Park Company Taxiway or Runway/Taxiway (as the case may be) notwithstanding that there is a Denial Strip between that Site and the land on which the Air park Company Taxiway or Runway/Taxiway is located.

(i) Height of Buildings and Structures: erect any building or structure on a Site with an overall height in excess of 9.5 metres above the finished ground level of that Site after subdivision;

(j) Habitation: use any temporary building, structure or vehicle for habitation;

(k) Rubbish and Waste etc: permit rubbish, waste or useless property to accumulate on a Site;

(l) Weeds: permit the excessive growth of weeds so as to create a fire hazard;

(m) Advertising Signs: erect or place any advertising signs (unless approved in writing by the Air Park Company);

(n) Removal of Soil: remove any soil (unless approved in writing by the Air Park Company);

(o) Effluent Disposal: construct or use any effluent disposal system unless specifically designed by a registered engineer and approved in writing by the Air Park Company and the Club; or

(p) Water Storage Tanks: construct any above ground water storage tank on a Site (unless permitted by the territorial authority and approved in writing by the Air Park Company and the Club).

(q) No-Build Zone: construct any building or undertake any other construction in the No-Build Zone with the exception of in-ground water tanks, wastewater tanks and utility connections in the areas referred to at clause 5.1(g).

(r) Limited Build Zone: construct any building or undertake any other construction in the Limited Build Zone with the exception of in-ground water tanks, waste water tanks and utility connections which run under the surface of the Limited Build Zone.

(s) Hangar Zone: construct any building or undertake any other construction in the Hangar Zone with the exception of an aircraft hangar in a position on terms to be agreed with the registered owner of Lot 47, Deposited Plan 530003 being part of Record of Title 862699.

1.2 Aircraft Operations:

(a) Prohibited Aircraft: operate any microlight aircraft or any aircraft propelled other than by a propeller from a Site;

(b) Refuelling: refuel any aircraft or store any aviation fuel on a Site;

(c) Weight Limit: operate any aircraft from a Site with a maximum all up weight exceeding 5700 kilograms;

(d) Helicopters: operate any helicopter except from a Site:

(i) that is not Common Property Land; and

(ii) that has an Airfield Boundary; and

(iii) within 15 metres of the Airfield Boundary of that Site.

(e) Parking: park any aircraft on any taxiway;

(f) Limit on Numbers: keep or store more than three aircrafts on any Site;

(g) Storage of Parts and Components: keep or store aircraft components or parts on any Site except in a suitable fully enclosed building;

(h) Competing Activities: carry on any business, undertaking or commercial activity in competition with any business, undertaking or commercial activity of the Club (unless approved in writing by the Club).

1.3 Trees and Planting:

(a) Structure Planting: cut, remove, injure or otherwise interfere with the structure planting on the Site required under the District Plan except with prior written approval of the territorial authority and the Air Park Company;

(b) Height of Trees: permit any tree, plant or vegetation to extend over or intrude upon any taxi-way or to grow to a height exceeding 10 metres above the finished ground level of that Site after subdivision.

1.4 Noise and Nuisance:

(a) Airfield Noise: object to or make any complaint concerning any noise generated by any activities on the Airfield or by aircraft over flying or using the Airfield within the standards fixed by the noise contour boundaries from time to time set

in the District Plan or as shown on the attached noise contour plan, whichever is most restrictive;

(b) Nuisance: create a nuisance to other persons within the air park development ("Air Park") of which the Site forms part or on the Airfield;

(c) Permitted Hours: taxi any aircraft or operate any aircraft engine between the hours of 10.00pm and 6.00am.

2. Positive Covenants:

2.1 The Grantor must:

(a) Air Park Rules: comply with the rules to be administered by the Air Park Company for the control and administration of the Air Park;

(b) Access Fees: pay such fees for access to the Airfield and use of the Airfield facilities as shall be levied from time to time by the Air Park Company;

(c) Maintenance of Air Park Facilities: contribute on a pro-rata basis (calculated according to the relative unimproved value of each Site as recorded in the rating roll of the territorial authority for rating purposes) to the upkeep and maintenance of taxi-ways, roads, reserves and any other services or facilities (recreational or otherwise) from time to time administered by the Air Park Company;

(d) Safety Regulations: comply with all safety requirements required by any regulatory authority or by the Club;

(e) Airshows: in any period of 12 months consent to the conduct on the Airfield of two airshows, flying displays, open days or other similar events at which the public is invited to be present each with a maximum duration of three days;

(f) Removal of Trees etc: subject to clause 1.3 (a) hereof, cut or remove at their own expense any tree, building or structure which:

(i) Intrudes onto any taxiway or into the take off fans defined in the District Plan; or

(ii) May be or otherwise become a risk to aircraft using the Airfield or which could otherwise affect the safe and efficient operation of the Airfield;

(g) Noise in Buildings: construct all residential buildings so as to limited the internal noise level in such buildings when all external windows and doors are closed to a maximum of 45dBa (Ldn);

(h) Fencing: fence the boundaries of each Site at their own expense to a standard specified from time to time by the Air Park Company; and

(i) Enforcement Costs: pay all costs (including legal costs calculated on a solicitor own client basis) incurred by the Air Park Company in enforcing the provisions of these covenants.

(j) Membership of the Air Park Company: upon becoming owner of a Site, join as a member of the Air Park Company, and remain a member while owning a Site, and fulfil and continue to fulfil the obligations of a member as set out in the constitution of the Air Park Company (including, if required by the Air Park Company, enduring that the transferee of a Site executes a deed of covenant in favour of the Air Park Company agreeing to be bound by the constitution of the Air Park Company as a member thereof).

3. **Enforceability Against Prior Owners:** save for any antecedent breach, the covenants contained herein ("Covenants") shall be enforceable only against the registered owner for the time being of each Site and not otherwise against any previous registered owner of that Site.

4. **Enforcement of Breaches:** No other Grantee shall commence any proceedings against any Grantor for a breach of Covenants without first, on each occasion, referring the relevant breach to the Air Park Company and allowing the Air Park Company a reasonable opportunity (having regard to the seriousness and nature of the breach but not in any case to be a period longer than six months) to enforce the terms of the relevant Covenant(s) against the defaulting Grantor.

5. **Definitions:**

5.1 The following words are defined/shall be interpreted to mean:

(a) "Air Park Company Taxiway(s)" mean any taxiway (or those parts of them) that are on Common Property Land and are for access to and from any Site to the Runway(s)/Taxiway(s) and will either start (or extend) from the end of any Runway/Taxiway (or of a proposed runway/taxiway) or will run approximately perpendicular to the Runway/Taxiway that it connects to.

(b) "Airfield Boundary" means a boundary of a Site, from which a line drawn at 90 degrees would, without crossing the Site or any other Site (other than a Denial Strip or any other Common Property Lands, intersect with the Club's Runways and/or Taxiways that existed as at 7 February 2000. For the avoidance of doubt a Site will have an Airfield Boundary notwithstanding that there is a Denial Strip or any other Common Property Land between that Site and the Airfield.

(c) "Common Property Land' means all land owned by or held beneficially for the Air Park Company for the common use of occupiers of the Air Park, such as any Air Park Company Taxiway or any runway/taxiway on Air Park Company Land.

(d) "Denial Strip" means the areas shown as "CC", "CY", "CZ", "DA", "DB" and "DE" on DP 489589 (and referred to in easement 10157329.6 as a right of way (in gross) in favour of the Air Park Company).

(e) "Hangar Zone" means the areas shown as "EF" on Deposited Plan 530003.

(f) "Limited Build Zone" means the areas shown as "EK, EH, EI, EL, EJ and EM" on Deposited Plan 530003.

(g) "No-Build Zone" means the areas shown as "HA, ED and EN" on Deposited Plan 530003.

(h) "Runway(s)/Taxiway(s)" means the Club's runways (bring the Club's main runway and cross-wind runway) and all taxiways that service those runways and run alongside (and approximately parallel to) the runways. Where any taxiway extends onto Common Property Land beyond the end of any existing (or proposed) runway then for such extended portion of the taxiway, it will be an Air Park Company Taxiway.

Annexure Schedule - Continued from Schedule A
Building Covenant

Burdened Land (Computer Register)					Benefited Land (Computer Register)			
Lot		**DP**	**CFR**		**Lot**		**DP**	**CFR**
Lot	1	530003	862694		Lot	1	530003	862694
Lot	2	530003	862695		Lot	2	530003	862695
Lot	3	530003	862696		Lot	3	530003	862696
Lot	4	530003	862697		Lot	4	530003	862697
Lot	47	530003	862699		Lot	46	530003	862698
Lot	49	530003	862699		Lot	47	530003	862699
					Lot	49	530003	862699