



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** 1030308  
**Land Registration District** South Auckland  
**Date Issued** 15 July 2022

**Prior References**  
1030213

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**Estate** Fee Simple  
**Area** 210 square metres more or less  
**Legal Description** Lot 514 Deposited Plan 570352  
**Registered Owners**  
Tyran Baz Whyte and Chambers Trustee 2022 Limited

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**Interests**

12423230.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.7.2022 at 4:33 pm  
Land Covenant in Covenant Instrument 12423230.5 - 15.7.2022 at 4:33 pm  
12652062.4 Mortgage to Westpac New Zealand Limited - 27.1.2023 at 12:33 pm



SCHEDULE 6  
SCHEME PLAN



**SHAWTON & LIPINSKI**  
LANDSCAPE ARCHITECTS  
1000 W. 10th St. Suite 100  
Winnipeg, MB R2G 1K9  
Tel: 222-1111

**NOTES:**  
1. THIS PLAN HAS BEEN PREPARED FOR THE PURPOSES OF SECTION 84 OF THE RESOURCE MANAGEMENT ACT 1991 AND SHOULD NOT BE RELIED ON FOR ANY OTHER PURPOSE.  
2. AREAS AND DIMENSIONS ARE APPROXIMATE ONLY AND SUBJECT TO SURVEY.

- LEGEND:**
- LOT BOUNDARY
  - - - PROPOSED CADASTRAL LAYOUT
  - - - STAGE BOUNDARY
  - - - ABUTTALS
  - - - FUTURE STAGES
  - - - HOVED DENSITY LOTS
  - - - RECREATION RESERVE
  - - - STORMWATER RESERVE
  - - - CARPARK

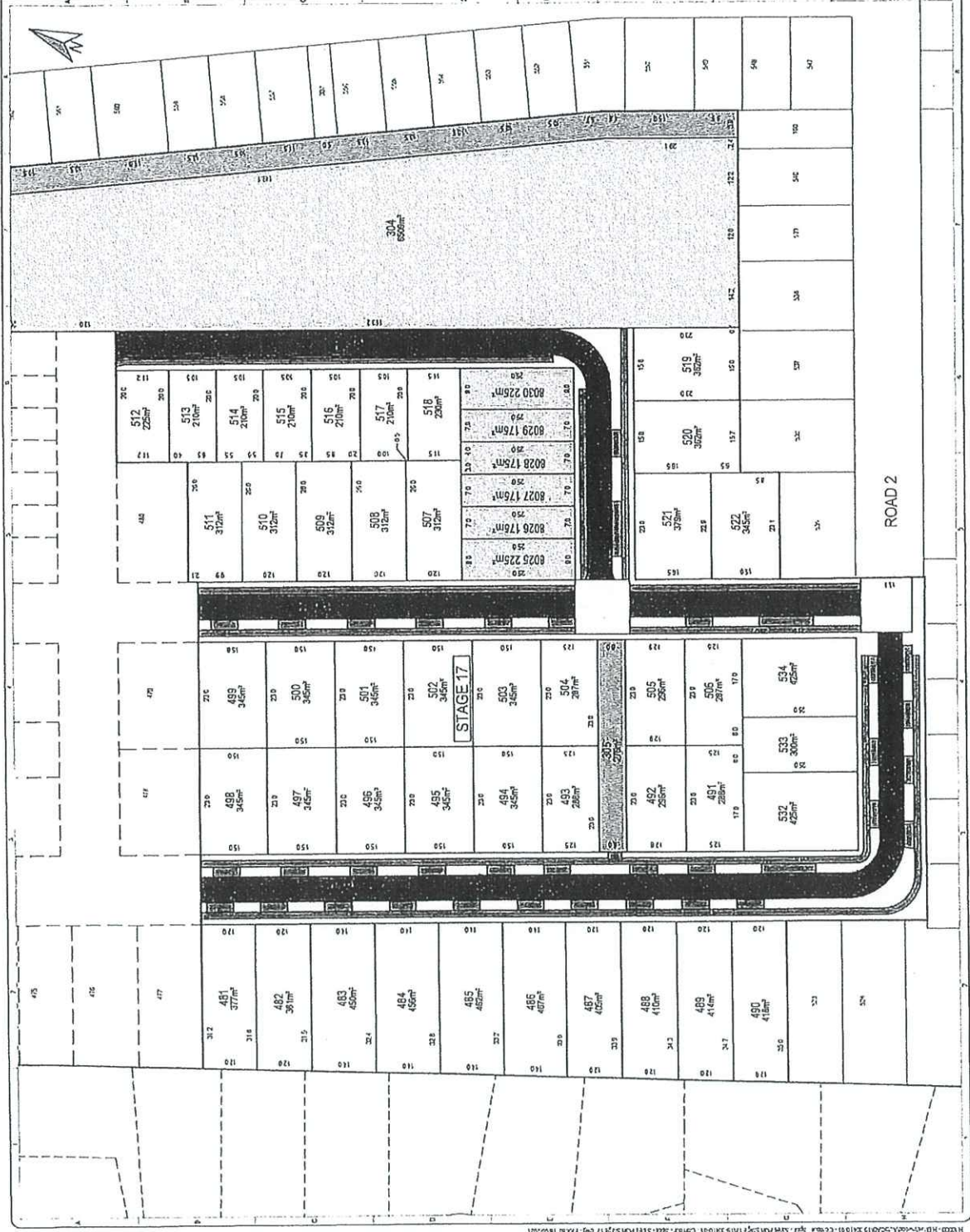
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**STAGE 17 SALES PLAN**

**AREAS LU & K**

1:750 FOR APPROVAL

30410-01-S17-SP1 2



SCHEDULE 7  
LAND COVENANTS



## **Background**

The intention of these land covenants is to establish and maintain an attractive high quality and well-designed residential development while providing for appropriate flexibility in the design and architecture of the Houses and other buildings and structures to allow for creativity and individuality within the development.

## **Interpretation**

1. In these land covenants the following terms have the corresponding meanings provided below:
  - (a) "Developer" means Chedworth Properties Limited.
  - (b) "Design Committee" means the Greenhill Park Design Committee established to implement the Design and Building Guidelines.
  - (c) "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.
  - (d) "Owner" means any registered proprietor of any lot referred to as burdened land in Schedule A.
  - (e) "Property" or "Properties" mean any lot referred to as burdened land in Schedule A.
2. **Further Subdivision**

The Owner must not subdivide the Property, without approval in writing from the Developer. For the purposes of this clause, "subdivision" means any subdivision, including a fee simple, unit title or cross lease subdivision.
3. **House**

The Owner must not build or cause to be built on the Property any buildings other than one House unless expressly provided otherwise in these land covenants or otherwise approved in writing by the Developer.
4. The House must be newly constructed on the Property and not be a relocated or second-hand House.
5. All materials used in the construction of the House must be first grade new materials unless otherwise approved by the Design Committee.
6. All Houses constructed must be pursuant to the design and building guidelines issued by Greenhill Park Design Committee and approved in writing.
  - (a) The construction of any building including fencing will be commenced within 12 months of settlement of the Property from the Developer.
  - (b) The construction of any building including fencing will be completed within 12 months of commencement of that building.
  - (c) No building or associated work in the course of construction will remain without substantial work being carried out for a period exceeding three months.
  - (d) Landscaping of the land must be completed prior to occupation of the House on the land.
  - (e) No building on the land will be used as a residence unless:
    - (i) The House and all other buildings on the land have been substantially completed in accordance with the terms of these covenants and Design Committee approvals, and

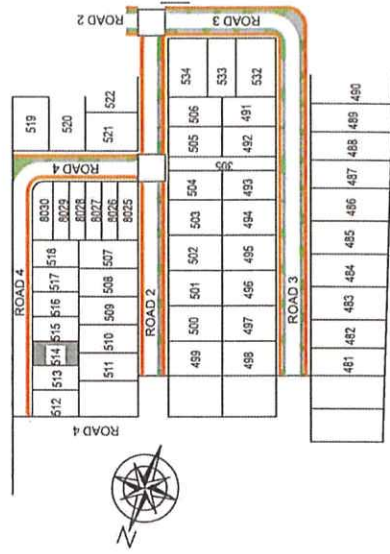
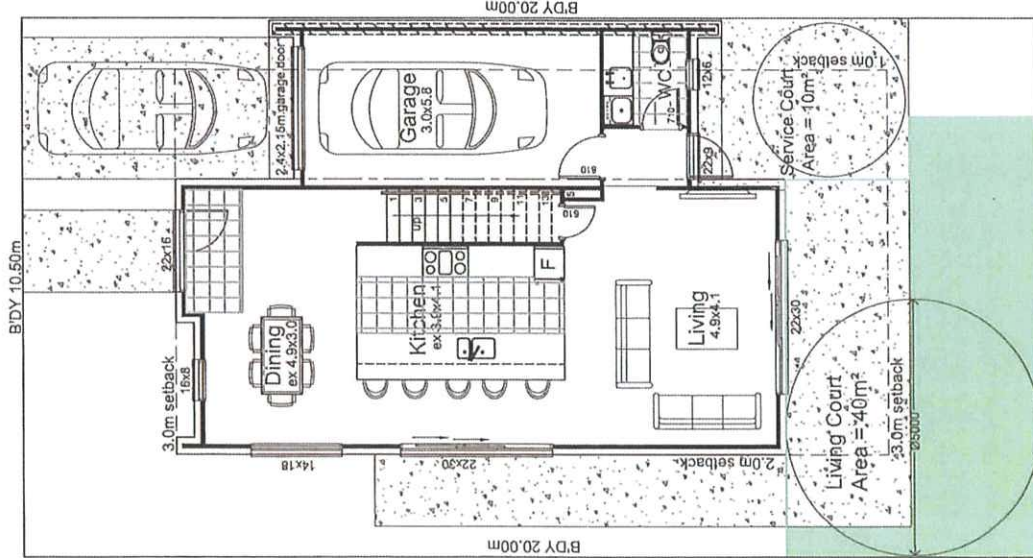
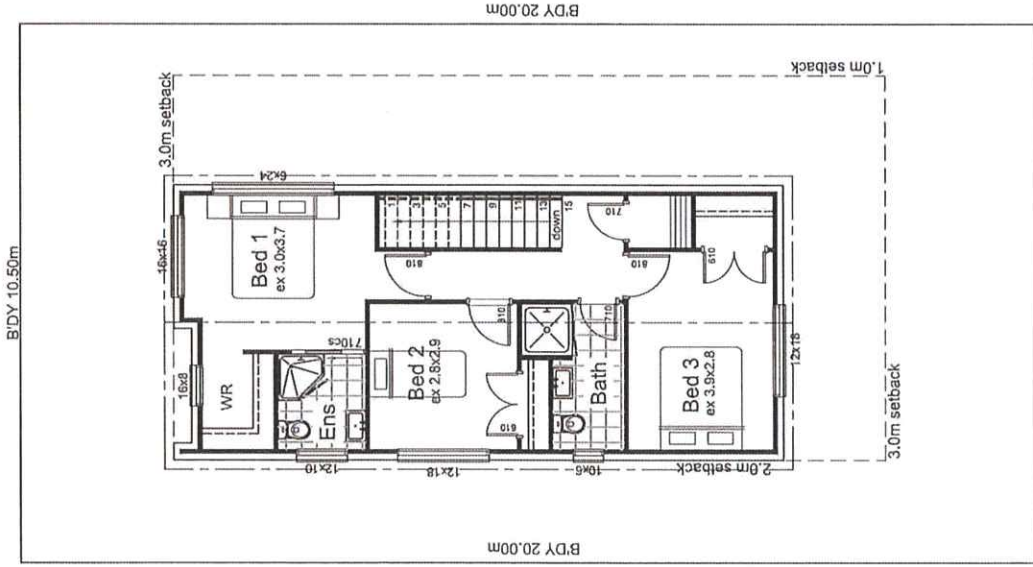
SCHEDULE 5  
PLANS AND SPECIFICATIONS

BEFORE CONSTRUCTION BEGINS, BUILDER MUST CHECK ALL DIMENSIONS ARE CORRECT AND ALL CONSTRUCTION WORK COMPLIES WITH THE NZS3604:2011 AND NEW ZEALAND BUILDING CODE, LOCAL BODY BYLAWS AND RELEVANT NEW ZEALAND STANDARDS.



FIRST FLOOR AREA (OVER CLADDING)	= 65.5m <sup>2</sup>
GROUND FLOOR AREA (OVER CLADDING)	= 88.3m <sup>2</sup>

<b>AREAS</b>		
Total Site Area	=	210 m <sup>2</sup>
Ground Floor Area	=	83 m <sup>2</sup>
First Floor Area	=	59 m <sup>2</sup>
Total Floor Area (Over Framing)	=	142 m <sup>2</sup>
Floor Area (Over Footprint)	=	88 m <sup>2</sup>
Covered Area	=	0.5 m <sup>2</sup>
Site Coverage	=	88.5 m <sup>2</sup> 42.14 %
Roof Area	=	110 m <sup>2</sup>
<b>IMPERMEABLE AREA</b>		
Driveway	=	15 m <sup>2</sup>
Paty/Patio	=	46 m <sup>2</sup>
Total	=	61 m <sup>2</sup>
<b>PERMEABLE AREA</b>		
Site - (Coverage + Impermeable) =		60.5 m <sup>2</sup>
		28.81 %



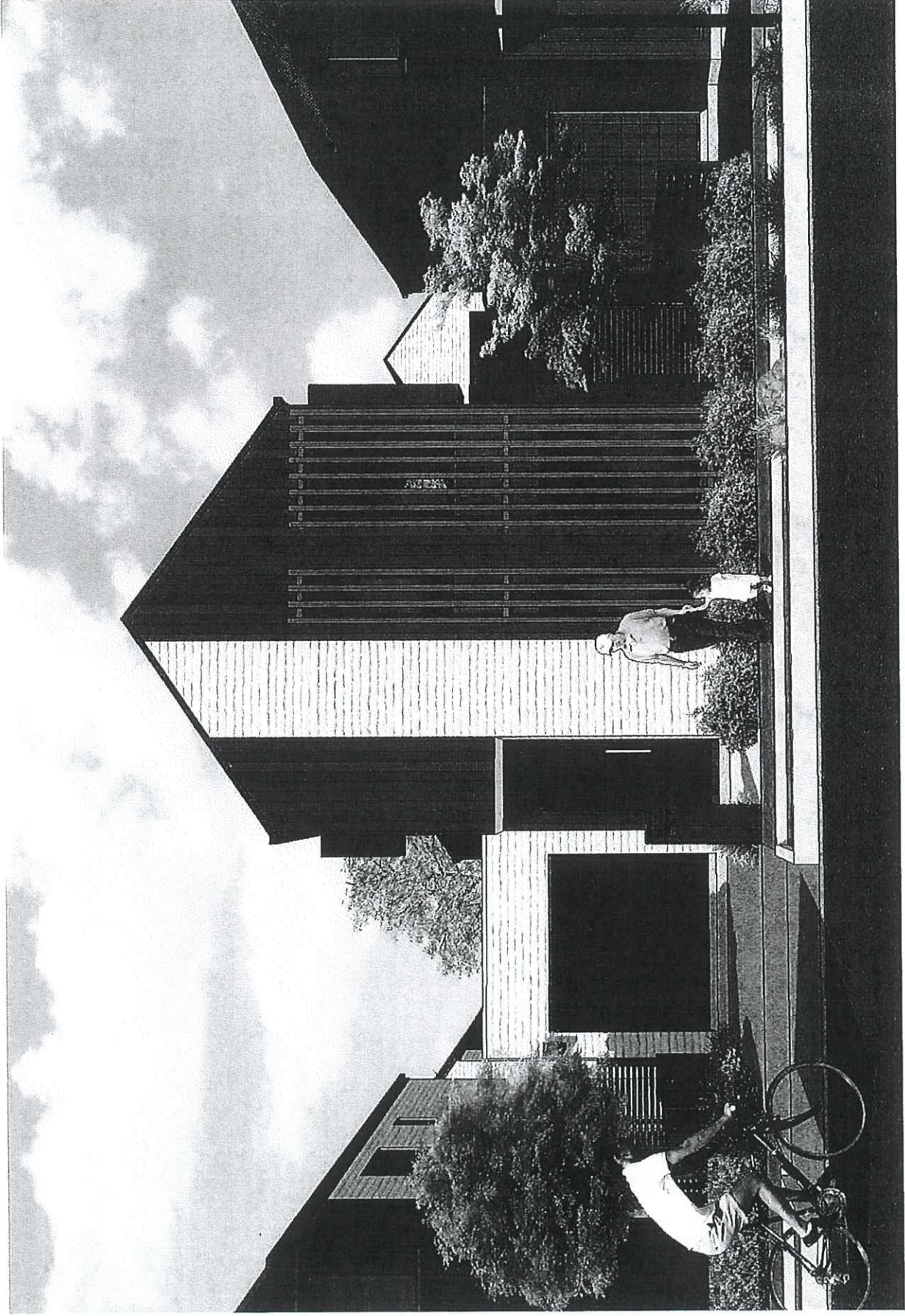
Proposed: New Dwelling for Lot 514 - DP,  
Greenhill Park,  
Hamilton



Drawing Name:  
FLOOR PLAN

Announcements:	Date: July 2021	NS:	2R
	Scale: 1:100		© copyright





LOT 514

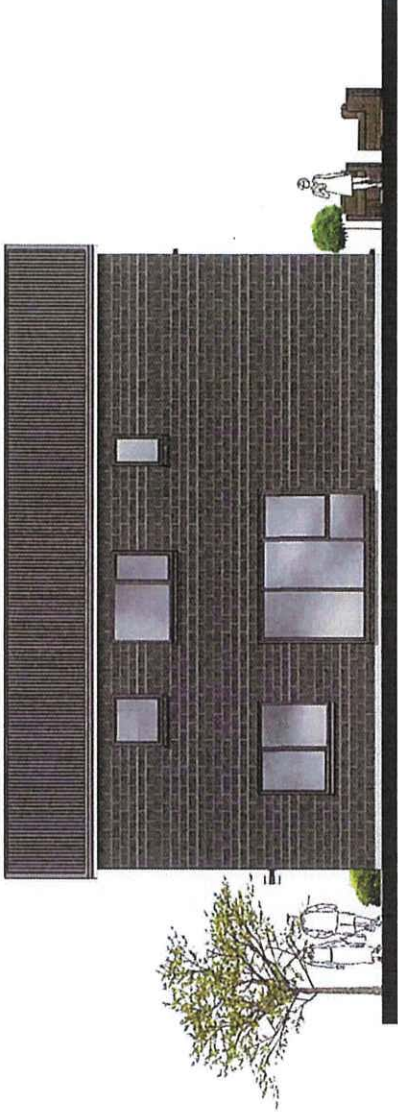
Artist's Impression Only



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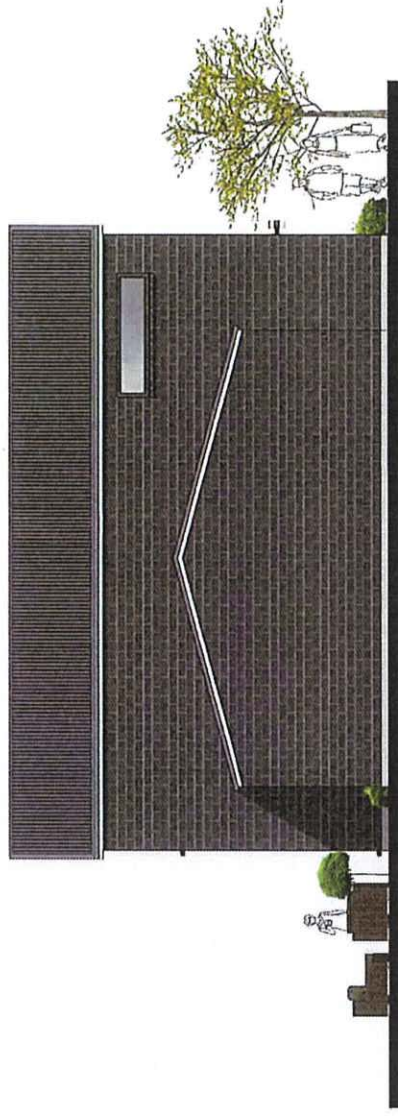
**EAST (FRONT) ELEVATION**



**NORTH ELEVATION**



**WEST ELEVATION**



**SOUTH ELEVATION**

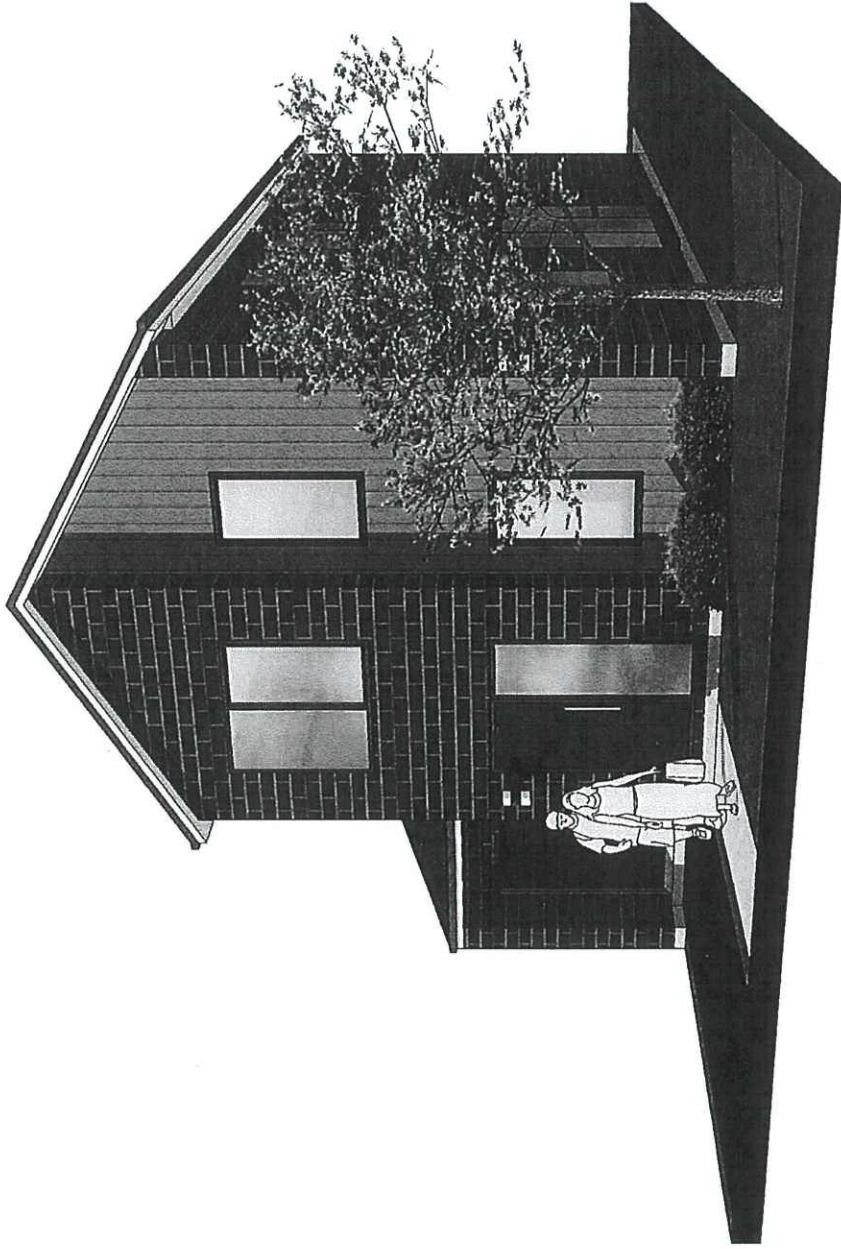


Prepared: New dwelling for Lot 514 - DP .....  
Greenhill Park,  
Hamilton

Amendments:

Date: July 2021  
Scale: 1:100

No: A-103



**VIEW 1**

	Proposed: New dwelling for Lot 514 - DP ....., Greenhill Park, Hamilton	Drawing Name: <b>PERSPECTIVE VIEWS</b>	Amendments:	Date: July 2021	No: A-104
				Scale: 1:100	





**VIEW 2**



**Single Storey**  
Greenhill Park, Chartwell,  
Hamilton

**Specification**  
(High Spec  
shown below)

# GREENHILL PARK

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## SITE WORKS AND FOUNDATIONS

- Site Inspection and full set of plans
- Council Building and Consent Fees
- Concrete pod floor – engineered design

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## EXTERIOR

- Corrugated roofing
- Midland or Monier Bricks 70 series Clay kiln fired Brick
- Coloursteel 185mm External Fascia System with Continuous Gutter
- Rylock Pacific Standard Powder coated Aluminium Joinery
- Front Door: Strata TGV Standard Powdercoated
- Entry Door Panel, Yale SYDM 3109 digital lock
- 120mm overhang soffit from frame
- Clothesline

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## INTERIOR

- Interior doors: Avon Doors preprimed hollow core with paint finish and door stops
- Linen cupboards – 4 shelves – 90mm\*19mm slat shelving
- Master Bedroom – whiteboard walk in wardrobe
- Bedrooms 2-3 Wardrobe shelving – 1 shelf – 300mm MDF painted shelf with clothes rail
- 55mm Gib Cove
- 10mm Gib ceilings and 10mm Gib walls
- 2400mm stud height
- Lockwood Velocity Element L3 door handles
- 60mm Single Bevel Pine skirting & 60mm Single Bevel Architrave
- Pink Batts R2.2 Insulation in walls and R2.2 Insulation in ceiling (garage not insulated)
- Curtains to Dining, Family & Bedrooms

## KITCHEN

- White Melamine interiors, 1mm PVC edges (18mm board)
- Melteca/Melamine standard colour range exteriors (18mm board)
- Blum hinges
- Adjustable shelving and doors for easy access
- Metal sided drawers
- NZ Quartz kitchen benchtop 20mm
- Overhead cupboard above fridge
- Stainless steel twin sink insert with Sink mixer Linear Chrome All Pressure
- Waste Disposal 1HP 75W Midea
- Rangehood - Parmco Canopy T4-12LOW
- Glass splash back

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## ELECTRICAL

- Dishwasher – Bosch SMU21TS01A
- Oven – Bosch HBF113BR0A
- Gas hob – Parmco 90cm HO-6-9S-4GW
- Fridge/Freezer - Samsung SRS674DLS
- 1 x TV Outlet and 1 telephone jacks
- TV Aerial including mount
- Pre wired for Sky TV
- Ambius LED Down lights & power points throughout
- Upstairs - Ducted Aircon Fujitsu & Downstairs Living Area - Hiwall Fujitsu
- Arrowhead Elite S Series Security Alarm and sensors
- Front Loader Washing Machine - Bosch WAN24121AU
- Dryer - Bosch WTG86400AU 8kg Condensor Dryer
- Wall Mounted 55" Television - Sony KD55X7000G



- (ii) Buildings which have been constructed on the land meet the requirements of the territorial authority/local authority/Council and for which a code compliance certificate has issued, and
  - (iii) The construction of the driveway, paths, fences and landscaping has been completed, including any painting required.
7. **Other Structures**  
Clotheslines on the Property must be located away from any road with appropriate screens so they are not visible from any road.
8. **Maintenance of Property**  
An Owner must keep the Property in a neat and tidy condition both during and after construction including by ensuring that:
- (a) The grass and any landscape planting, including street berms, are maintained so it does not exceed a height of 100 millimetres;
  - (b) Gardens, including street berms, are maintained and weeded regularly;
  - (b) Rubbish does not accumulate on the Property; and
  - (c) The Property does not look otherwise untidy.
9. If, in the Developer's opinion, the Owner is at any time in breach of Clause 8, the Developer may cut the grass, weed, remove the rubbish or undertake any other work reasonably required to bring the Property into compliance with Clause 8. Any cost of this work may be levied against the Owner and the Owner must pay any such costs and any levies charged pursuant to Clause 19 within 10 working days of receiving an invoice from the Developer.
10. **Animals**  
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. Further, an Owner will not allow to be kept on the Property more than one dog and one cat of a greater age than three months.
11. **Use of the Property**  
The Property must not be used for commercial or trading purposes without first obtaining the approval of the Developer nor park on the adjoining street to the Property or on the Property sold herein any truck or commercial vehicle in excess of 4 tonnes. Any caravan, trade vehicle or other equipment or machinery or materials must be garaged or screened from the road adjacent to the Property so as to reserve the amenities of the neighbourhood.
12. **No Kainga Ora – Homes and Communities, State, Council or Social Housing Rentals**  
The Owner will not sell, lease, grant any right of occupation or otherwise dispose of or grant any right over any residential Lot directly or indirectly to:
- (a) Kainga Ora – Homes and Communities; or
  - (b) Any State, Council or any other social housing agency; or
  - (c) Any person directed by or introduced through any agency, management agreement or other arrangement with Kainga Ora – Homes and Communities, State, Council or other social housing agency.

In this clause, "Kainga Ora – Homes and Communities" means the entity established under the Kainga Ora – Homes and Communities Act 2019 to provide residential accommodation and includes its successor or any current or future agency or entity established by central or local Government for the same or similar purpose.



13. **Damage outside of Property**  
Any damage to improvements or accumulation of rubbish outside of the Property, on adjoining sections or within the road reserve, or other reserve areas, caused by the Owner, its agents, or invitees including, but not limited to, damage caused to footpaths, berms, roads or street lamps, crossings and swales, must be repaired by the Owner immediately following completion of the House and driveway.
14. **Signage**  
An Owner must not erect, place or allow to be erected or placed, any sign or hoarding of a commercial nature or for rent sign on the Property, excluding building or for sale signs.
15. **Developer's and Design Committee Approval**  
The role of the Developer and the Design Committee is to give approvals under these land covenants and will terminate 10 years from when the first Owner has fully implemented the design as approved by the Design Committee. From that date, the right to enforce or waive the rights or benefits so conferred will, in accordance with the normal legal principles, vest in the registered proprietors of the dominant land.
16. The Developer and the Design Committee may assign or delegate its rights, powers and discretions set out in these land covenants.
17. Any approval required from the Developer and/or the Design Committee under these land covenants means written approval.
18. The Developer's and/or the Design Committee's right to grant or decline any requests for approval under the land covenants and Design and Building Guidelines 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 and/or the Design Committee in respect of any decision that the Developer and/or the Design Committee or the assignee or delegate makes in respect of any approval sought.
19. **Breach**  
Acknowledging that the value of the dominant land 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 this document 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 \$1,000.00 per day for each day the default continues unremedied, such liquidated damages to be limited to a maximum value of \$500,000.00 plus interest and any costs.
  - (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-performance of these land covenants.
  - (c) Pay on demand the Developer's costs incurred in respect of the default and any enforcement or attempted enforcement over the Developer's rights such costs to include but not be limited to legal costs on a solicitor/client basis.

- (d) Pay interest at the rate of 15% 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 costs and other expenses incurred by the party enforcing the said covenants being the sum payable under Clause 19(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; and
  - (iii) the right of the Developer to enforce these covenants and by this clause shall continue for 12 calendar months from the date on which it ceases to be an Owner provided however, that the Developer is under no liability whatsoever to enforce these land covenants.

20. **Dispute Resolution**

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/parties;
- (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/parties, 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 an arbitrator is binding on both parties.