

View Instrument Details

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| Instrument No | 13373810.1 |
| Status | Registered |
| Lodged By | Edwards, Jennifer Ann |
| Date & Time Lodged | 07 Aug 2025 16:54 |
| Instrument Type | Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017 |

| Affected Records of Title | Land District |
|----------------------------------|----------------------|
| 989349 | North Auckland |
| 989350 | North Auckland |
| 989351 | North Auckland |
| 989352 | North Auckland |
| 989353 | North Auckland |
| 989354 | North Auckland |
| 989355 | North Auckland |

| | |
|--------------------------|------------------|
| Annexure Schedule | Contains 5 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 Wade Robin Hansen as Covenantor Representative on 07/08/2025 04:49 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 Wade Robin Hansen as Covenantee Representative on 07/08/2025 04:49 PM

*** End of Report ***

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

Form 26

Covenant instrument to note land covenant

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

Covenantor

Theresa Eileen TRIM

Covenantee

Theresa Eileen TRIM

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 |
|---------------------|------------------------|---|--|
| Land Covenant | | 989350, 989351, 989352, 989353, 989354 and 989355 | 989349, 989350, 989351, 989352, 989353, 989354 and 989355 |

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:

Annexure Schedule 1.

Covenant Instrument to Note Land Covenant**DEFINITIONS:****GENERAL PROVISIONS**

- A. The Covenantor is owner of the Burdened Land in Schedule A (the "Burdened Land").
- B. It is the Covenantor's intention to create for the benefit of the Benefited Land in Schedule A (the "Benefited Land") the Land Covenants set out in Schedule B over the Burdened Land TO THE INTENT that the Burdened Land shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the owners and occupiers for the time being of the Benefited Land may enforce the observance of such stipulations against the owners for the time being of the Burdened Land.
- C. The Covenantor DOES HEREBY COVENANT AND AGREE in the manner set out in Schedule B so that the Covenants run with the Burdened Land for the benefit of the Benefited Land.
- D. The Covenants in the instrument will continue indefinitely.

SCHEDULE B**COVENANTS**

- 1. The Covenantor covenants with and for the benefit of the Covenantee that it will:

Use of the Property

- 1.1 Not permit or suffer the use of the property for any purposes other than predominantly residential use.
- 1.2 Not to use the land for commercial business activity of any kind except that able to be undertaken within the residential dwelling.
- 1.3 Not erect, park or place on the site a temporary structure, container, caravan, tent, bus, campervan or the like for use as temporary accommodation other than for casual visitors or occasion or summer seasonal use.
- 1.4 Not permit or suffer any rubbish to accumulate or to be placed upon the property, and at all times to maintain the property including keeping the grass mowed so the property is tidy.
- 1.5 Not unreasonably obstruct any access way
- 1.6 Not to allow cars or car bodies or other machinery which are not functional or roadworthy unless the same are contained inside an enclosed garage

Building Restrictions

- 1.7 Not construct a dwelling:
- (i) with a floor area less than 180 square metres (including garage and decking); and
 - (iii) a garage or carport which is other than predominantly clad in the same materials and finish as the main dwelling (house); and
- 1.5 Complete the exterior construction of any dwelling, or accessory building within eighteen months of the date of commencement of the building.
- 1.6 Not, without the prior written consent of the Covenantor locate on the property a dwelling which is "second hand" or is relocated.
- 1.8 Not to construct the dwelling on the property with any second hand materials.
- 1.9 Not allow any temporary building or structure to be erected on the property except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of the work.
- 1.10 Ensure that any building or structure erected or placed on the property has a final colour scheme that is in harmony with and compliments the surrounding environment.
- 1.11 Not permit the property to be occupied or used as a residence unless the buildings on the property have been substantially completed and until a code compliance certificate has been issued by the local territorial authority for such building.

2. Breach

- (a) If there should be any breach or non-observance by the Covenantor of any of the covenants or restrictions contained in this Covenant Instrument, then without prejudice to any other liability which the Covenantor may have to the Covenantee or any person or persons having the benefit of the covenants and restrictions, the Covenantor will, upon written demand made by the Covenantee or the Covenantee's nominee,
- (i) Immediately cease any of the prohibited activities (as the case may be), and
 - (ii) Otherwise take all steps necessary to remedy the breach or non-observance of the covenants.
 - (iii) The Covenantor acknowledges and agrees that damages are not an adequate remedy in the event of a breach by the Covenantor of the covenants contained in this Covenant Instrument, and without limiting any other right at law or in equity available to the Covenantee, a breach of any of the covenants in the Covenant

Instrument shall entitle the Covenantee to immediate injunctive relief or to seek specific performance.

3. Notwithstanding any rule of law or equity to the contrary,
 - (a) The covenants contained in this Covenant Instrument have been made by the parties for themselves and their respective successors in title; and
 - (b) Any persons deriving title under them and shall have effect as if those successors and other persons were expressed. Accordingly the rights accruing to the Covenantee or any party having the benefit of the covenants contained in this Covenant Instrument shall be enforceable at the suit of the Covenantee or any person having the benefit of the covenants contained in this Covenant Instrument for so long as the Covenantee or such persons having the benefit of the covenants contained in the Covenant Instrument shall remain a registered proprietor of the Benefited Land or any part of the Benefited Land, and upon the transfer of such interest to any third party, those rights shall be enforceable by their respective successors in title;
 - (c) The covenants contained in the Covenant Instrument shall be forever binding upon the Covenantor and its successors in title as registered proprietor of the Burdened Land, and shall enure forever for the benefit of the Covenantee and the Covenantee's successors in title; and
 - (d) The parties and their successors and persons deriving title under them shall be deemed to include the owners, tenants, occupiers and users for the time being of the relevant Lot or any part thereof.
4. This Covenant Instrument is governed by and shall be construed in accordance with the laws of New Zealand.
5. **Disputes**

If a dispute in relation to the Covenant Instrument arises between the parties:

 - (a) The party initiating the dispute must provide full written particulars of the dispute to the other party; and
 - (b) The parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties.
 - (c) If the dispute is not resolved within 14 working days of the written particulars being given (or such longer period as may be agreed by the parties);
 - (i) The dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) The arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

6. Severance

If any provision of the Covenant Instrument is, or becomes, unenforceable, illegal or invalid for any reason it shall be deemed to be severed from this Covenant Instrument without affecting the validity of the remainder of the Covenant Instrument and shall not affect the enforceability, legality, validity or application of any other provision of this Covenant Instrument.