

View Instrument Details

Instrument No	13565190.1
Status	Registered
Lodged By	Ingham, Julia
Date & Time Lodged	26 Mar 2026 09:51
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
1200240	North Auckland
1200239	North Auckland
1200238	North Auckland
1200237	North Auckland

Annexure Schedule	Contains 3 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 Julia Ingham as Covenantor Representative on 26/03/2026 09:50 AM

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 Julia Ingham as Covenantee Representative on 26/03/2026 09:50 AM

*** End of Report ***

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Form 26

Covenant Instrument to note land covenant

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

Covenantor

Kate Marie Flaws and Adam Thomas George Flaws

Covenantee

Kate Marie Flaws and Adam Thomas George Flaws

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 required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants		Lot 2 DP 608365 (RT 1200238) Lot 3 DP 608365 (RT 1200239) Lot 4 DP 608365 (RT 1200240)	Lot 1 DP 608365 (RT 1200237) Lot 2 DP 608365 (RT 1200238) Lot 3 DP 608365 (RT 1200239) Lot 4 DP 608365 (RT 1200240)

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Covenant rights and powers (including terms, covenants and conditions)

The provisions applying to the specified covenants are those set out below:

1. Preamble

- 1.1 The Covenantor is the registered owner of the Benefitting Lots and wishes that the Covenantor is bound by the covenants set out in this instrument for the purposes of ensuring a certain standard and quality of development of the Burdened Land.
- 1.2 The Covenantor as the registered owner of the Burdened Land as set out in Schedule A for itself and its successors in title hereby covenants with the Covenantee for and on behalf of the Covenantee and its successors in title to the Benefitted Land as set out in Schedule A to take effect from the date of registration of this covenant as follows:

2. Covenants

- 2.1 The Covenantor covenants that they shall:
 - (a) Except with the written consent of the Covenantee, not erect, transport or place upon the Burdened Land any second-hand building of any type or description, other than a new building purchased from a reputable manufacturer which has not been previously lived in.
 - (b) Make reasonable attempts to preserve or enhance the visual amenity of the general area through landscaping, screening and planting within six months of practical completion of any structure.
 - (c) Ensure that any buildings erected on the Burdened Land comply in all respects with the requirements of the territorial authority and where relevant, the appropriate building consent was obtained and a code of compliance certificate issued.
 - (d) Except with the written consent of the Covenantee, not use any part of the Burdened Land or permit the same to be used for any trading or commercial purpose.
 - (e) Not allow any visible accumulation of rubbish and debris on the Burdened Land and ensure the Burdened Land is neat and tidy at all times.
- 2.2 For the purposes of this clause 2, "Covenantee" shall mean the original Covenantee under this instrument and shall not enure on transfer to any other registered owner of a Benefitting Lot.
- 2.3 The covenants in this clause 2 shall expire on that date which is 15 years from the date of registration and thereafter shall be of no effect.

3. Breach

- 3.1 If there is any breach or non-observation of these covenants (and without prejudice to any other liability which the Covenantor may have to any person having the benefit of these covenants) and such breach remains unremedied for a period of one month from the date of notice by the Covenantee to the Covenantor, the Covenantor will upon written demand being made:
 - (a) Immediately remedy the breach or non-observance;
 - (b) Pay to the person making such demand as liquidated damages the sum of \$350.00 per day for every day that such breach of non-observation continues after the date on which written notice and demand has been made;

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- (c) Remove or cause to be removed from the Burdened Land any non-complying structure, material, building, erection that does not comply with the covenants herein; and
- (d) Replace any materials used or permitted to be used by the Covenantor which is in breach or non-observance of the covenants herein.

3.2 The Covenantee shall be entitled to make demand to the Covenantor for any costs associated with the enforcement of provisions 3.1 as liquidated damages.

3.3 In the event of any dispute which cannot be resolved by agreement between the Covenantor and Covenantee the dispute shall be resolved by arbitration under the provisions of the Arbitration Act 1996 or any Act passed in substitution thereof by a single arbitrator appointed for that purpose by the nominee of the president of the New Zealand Law Society (or such person nominated by them) and the decision of the arbitrator shall be final and binding on the parties.

3.4 There shall be no obligation on the Covenantee to take any steps to enforce the covenants contained in this instrument. Likewise, failure to enforce these covenants by the Covenantee shall not be deemed to have been consented by the Covenantee nor any right to enforce a breach of these covenants be deemed to have been waived by the Covenantee.

3.5 If there is more than one Covenantor the liability of the Covenantor shall be joint and several.