View Instrument Details

Instrument No	13359121.1
Status	Registered
Lodged By	Lambeth, Jennifer Ann
Date & Time Lodged	18 Jul 2025 14:49
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	**Land District**
1118349	North Auckland
1118350	North Auckland
1118351	North Auckland
1118352	North Auckland
1118353	North Auckland

Annexure Schedule	Contains 2 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 Stephen Neil Sundvick as Covenantor Representative on 18/07/2025 10:17 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 Stephen Neil Sundvick as Covenantee Representative on 18/07/2025 10:17 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

HARBOUR SIDE DEVELOPMENTS LIMITED

Covenantee

HARBOUR SIDE DEVELOPMENTS 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
Land Covenant		RT 1118349 to RT 1118353 (inclusive)	RT 1118349 to RT 1118353 (inclusive)

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Annexure Schedule - Covenant rights and powers (including terms, covenants and conditions)

1.0 COVENANTS

The Covenantor:

1.1 Shall not allow the period for completion of any building works being conducted on the burdened land (including where appropriate exterior finishes, driveways, fencing) to exceed eighteen (18) months from the date of commencement of such works.

1.2 Shall not bring onto or allow to remain on the burdened land any portable housing such as containers, caravans, motorhomes, buses or vehicles without the prior written approval of the Owner for the time being of Lot 6 (RT 1118353).

1.3 Shall keep the burdened land and any road berm immediately adjoining the burdened land in a neat and tidy condition and shall not permit the excessive growth of grass and/or weeds so they become unsightly.

2.0 BREACH OF COVENANTS

2.1 As the value of the Benefitted land will be affected by the continuing observance of these covenants should the Covenantor or any subsequent registered proprietor of the land not comply with or fulfil any of these covenants then without prejudice to any other remedy which the Covenantee may have:

2.2 the Covenantee may take whatever action it considers necessary to remedy the breach including where necessary entering upon the Burdened Land; and

2.3 All expenses and costs incurred in enforcing the covenants will constitute a debt due that will be a charge against the Burdened Land and will be recoverable as liquidated damages.

3.0 Expiry of Covenants

The covenants described in Clause 1 will cease to have effect fifteen years from the registration date of this Covenant Instrument.