View Instrument Details

Instrument No	13412819.4
Status	Registered
Lodged By	Milne, Fairlie Ann
Date & Time Lodged	23 Oct 2025 15:11
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	**Land District**
1254884	North Auckland
1254885	North Auckland

Annexure Schedule	Contains 3 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 Fairlie Ann Milne as Covenantor Representative on 16/10/2025 12:45 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 Fairlie Ann Milne as Covenantee Representative on 16/10/2025 12:45 PM

***** 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

Irvine Robin John COOPER, Joanne Elisabeth COOPER, Clive Robert BISH

Covenantee

Irvine Robin John COOPER, Joanne Elisabeth COOPER, Clive Robert BISH

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
Height Restriction	Area marked "YF" Lot 2 DP 621427	Lot 2 DP 621427 (1254885)	Lot 1 DP 621427 (1254884)

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

The provisions applying to the specified covenants are as follows:

Definitions

Covenanting Lot means Lot 2 on DP 621427, and any lot into which this lot is further subdivided;

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Erect means place, build, erect, install, attach, situate or construct or permit to be placed, built, erected, installed, attached, situated or constructed;

Covenantee means the registered proprietor of the benefited land;

Covenantor means the registered proprietor of the Covenanting Lot and includes the agents, employees, contractors, tenants, licensee and other invitees of the Covenantor.

1. Covenant

1.1. The Covenantor shall not erect, permit or allow any building, structure, vegetation or other object, either temporary or permanent, to protrude above reduced level (RL) 50m above datum. This level is in terms of the New Zealand Vertical Datum 2016 (NZVD16) and referenced to HT Datum 46.89 on the attached plan.

1.2. In terms of NZVD 2016 Vertical Datum: CPXXVIIa DP404128, RL 63.06
Site Datum: Wooden Dumpy N 889292.63 E 381974.36 RL 46.89

2. Breach of Covenant

2.1. If the Covenantee considers that there is any breach or non-observance by the Covenantor of the Covenant, the Covenantee will give written notice of such breach to the Covenantor. Without prejudice to any other liability which the Covenantor may have, the Covenantee and any persons having the benefit of the Covenant, the Covenantor will upon written demand being made by the Covenantee remedy any breach if capable of remedy on terms and conditions imposed by the Covenantee, which may involve being required to remove any building, structure or other appurtenance which breaches the terms of the Covenant.

2.2. If the Covenantor has not remedied the breach within 20 working days of receipt of notice in writing from the Covenantee, the Covenantor shall pay to the Covenantee as liquidated damages the sum of $100 for each additional day that the breach continues.

2.3. If the Covenantor fails to remedy the breach within 20 working days of receipt of the notice from the Covenantee, the Covenantee may take whatever legal action it or they consider necessary to remedy the breach.

2.4. All expenses and costs incurred in enforcing the Covenant will constitute a debt due that shall be a charge against the Covenanting Lot of the Covenantor who is in breach of the Covenant and shall be recoverable as liquidated damages.

3. Resolution of Disputes

3.1. **Disputes:** If any dispute, difference or question arises between the Covenantor and Covenantee about:

3.1.1. the interpretation of this instrument;
3.1.2. anything contained in or arising out of this instrument;
3.1.3. the rights, liabilities or duties of the Covenantor or the Covenantee; or
3.1.4. anything else relating to the relationship of the Covenantor and the Covenantee under this instrument (including claims in tort as well as in contract);

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the parties may refer that matter to informal mediation, if all parties agree, having regard to the nature of the dispute or difference between them and the potential delays and costs which might arise if that matter is referred to arbitration.

3.2. **Appointment of Mediator:** The parties must try to agree on the mediator, who must be a senior solicitor or barrister practising in Auckland. If they cannot agree, the President of the branch of the New Zealand Law Society closest to where the Benefited Land is situated (or his or her nominee) will nominate the mediator on any party's application. The mediator's decision will be final and binding on all parties.

3.3. **Arbitration:** If the parties do not agree to refer the dispute, difference or question to mediation under clause 3.2 within seven days of that dispute, difference or question arising, then it will be referred to the arbitration of a single arbitrator under the Arbitration Act 1996.

3.4. **Appointment of Arbitrator:** The parties must try to agree on the arbitrator. If the parties cannot agree, the President of the branch of the New Zealand Law Society closest to where the Benefited Land is situated (or his or her nominee) will appoint the arbitrator on either party's application.

3.5. **Action at Law:** The parties must go to arbitration under this clause before they can begin any action at law (other than an application for injunctive relief).

4. Notices

4.1. **Service of Notices:** Any notice of document required or authorised to be given under this instrument may be delivered or sent as follows:

4.1.1. in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
4.1.2. by registered post addressed to the last known postal address of the party intended to be served.

4.2. **Time of Service:** Any notice or other document will be treated as given or served and received by the other party:

4.2.1. when delivered by hand to that other party; or
4.2.2. three days after being posted by registered post with postage prepaid to the last known postal address of the party intended to be served.

4.3. **Signature of Notices:** Any notice or document to be served or given may be signed by any attorney, officer, employee or solicitor for the party serving or giving the notice or by any other person authorised by that party.

4.4. **Addresses for Notices:** For the purposes of this clause, and subject to subsequent amendment by any party by written notice to the other parties, the address for service of notices of each party is the residential address of each of the respective Benefited and Burdened Land.