

## View Instrument Details

<b>Instrument No</b>	13184430.2
<b>Status</b>	Registered
<b>Lodged By</b>	Karamaena, Rebecca Mary
<b>Date &amp; Time Lodged</b>	09 Dec 2024 15:58
<b>Instrument Type</b>	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

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<b>Affected Records of Title</b>	<b>Land District</b>
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1183908	Otago
1183909	Otago
1183910	Otago
1183911	Otago
1183912	Otago
1183913	Otago
1183914	Otago
1183915	Otago
1183916	Otago
1183917	Otago
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1183945	Otago
1183946	Otago

<b>Affected Records of Title</b>	<b>Land District</b>
1183947	Otago
1183948	Otago
1183949	Otago
1183950	Otago
1183951	Otago
1183952	Otago
1183953	Otago
1183954	Otago
1183955	Otago
1183956	Otago
1183957	Otago
1183958	Otago
1183907	Otago

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**Annexure Schedule**                      Contains 4 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 Rebecca Mary Karamaena as Covenantor Representative on 09/12/2024 02:28 PM

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**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 Rebecca Mary Karamaena as Covenantee Representative on 09/12/2024 02:28 PM

**\*\*\* End of Report \*\*\***

## Form 26

**Covenant Instrument to note land covenant**  
(Section 116(1)(a) & (b) Land Transfer Act 2017)

**Covenantor**

**WILLOWRIDGE DEVELOPMENTS LIMITED**

**Covenantee**

**WILLOWRIDGE 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 covenants	All of the land contained within the Burdened Land	Lots 1 to 52 on DP 604100 held in RTs 1183907 – RT 1183958 inclusive	Lots 1 to 52 on DP 604100 held in RTs 1183907 – RT 1183958 inclusive
Fencing covenant	All of the land contained within the Burdened Land	Lots 1 to 52 and Lot 57 on DP 604100 held in RTs 1183907 – RT 1183958 inclusive	Lots 1 to 52 and Lot 57 on DP 604100 held in RTs 1183907 – RT 1183958 inclusive

**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:

[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017].

Annexure Schedules 1 and 2.

*Insert instrument type*

Covenant

**Annexure Schedule 1**

- 1 It is the Covenantor's intention that all of the Burdened Land described in Schedule A (the "Lot" or "Lots") shall be subject to a general scheme applicable to and for the benefit of the Covenantee as set out in this Instrument.

**OPERATIVE PROVISIONS****2. DEFINITIONS AND INTERPRETATIONS**

- 2.1 Definitions: In this Instrument, including this schedule 1 and schedule 2, the following words shall have the following meanings:
- a Building means any structure on the Burdened Land, excepting boundary fencing.
  - b District Plan means the Dunedin City Council District Plan.
  - c Dwelling means a residential dwelling house.
  - d Lot means any and all of the Burdened Land described in Schedule A.
  - e WDL means Willowridge Developments Limited and any associated entity or any person or entity to whom it delegates its rights and responsibilities under this Instrument.
- 2.2 Interpretation: In this Instrument, unless the context otherwise requires:
- a words denoting the singular shall include the plural and vice versa;
  - b one gender shall include other genders;
  - c words denoting persons shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state, agency of a state, municipal authority, government or any statutory body in each case whether or not having separate legal identity;
  - d any covenant or agreement on the part of two or more persons shall bind those persons jointly and separately;
  - e reference to any statute, regulation, ordinance or bylaw shall be deemed to extend to all statutes, regulations, ordinances or bylaws amending, consolidating or replacing the same;
  - f where consent or approval is required pursuant to any provision of this Instrument, such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on any prior occasion;
  - g reference to the Covenantor and the Covenantee includes their respective executors or administrators and successors in title;
  - h reference to Lots includes each and every one of them;

**3. NATURE AND EXTENT OF OBLIGATIONS**

- 3.1 This Covenant Instrument (including the provisions in Annexure Schedule 2) shall be binding on all transferees, tenants, lessees, mortgagees, chargeholders and their respective successors in title and assigns of any estate or interest in the Burdened Land. Where this Covenant Instrument binds or benefits more than one party, it shall bind or benefit each party jointly and severally.
- 3.2 Where the Covenantor is a company this Covenant Instrument shall bind a receiver, liquidator, statutory manager or statutory receiver. Where the Covenantor is a natural person this Covenant Instrument shall bind the Official Assignee acting in the bankruptcy of the Covenantor. In either case this Covenant Instrument binds a mortgagee in possession.
- 3.3 If at any time any part or provision of this Covenant Instrument is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:
- a that part or provision shall be severed from this Covenant Instrument;

## Annexure Schedule 1

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*Insert instrument type*

Covenant
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- b such invalidity or severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this Covenant Instrument; and
- c the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Covenant Instrument.

3.4 The Covenantor shall not be liable for breaches of the obligations under this Covenant which occur in respect of any land after it has transferred its fee simple interest in such Lots.

3.5 If the Covenantor is in breach of its obligations set out in this Instrument, the Covenantee shall have the right (but not an obligation) to do whatever may be reasonably required to remedy such failure on the part of the Covenantor, and the costs incurred by the Covenantee in remedying the default shall be refunded by the Covenantor to the Covenantee on demand.

#### 4. NOTICES

4.1 Any notice required to be given in terms of this Covenant Instrument shall be sufficiently given if made in writing and served as provided in section 353(1) of the Property Law Act 2007 and shall be sufficiently given if actually received by the party to whom it is addressed or that party's solicitor.

#### 5. DISPUTE RESOLUTION

5.1 Any dispute which arises between the Covenantor and the Covenantee in any way relating to this Covenant Instrument may be resolved by referring the dispute to an agreed third party for decision or by arbitration by a single arbitrator under the provisions of the Arbitration Act 1996.

5.2 Nothing in clause 5.1 limits or excludes the Covenantee applying to the Court for interlocutory and/or injunctive relief or a declaration.

#### 6. VESTING

6.1 The Covenantee (including its successors in title) consents to the deposit of any survey plan by the Covenantor or any successors in title which has the effect of vesting or dedicating any of the Burdened Land as road or reserve.

6.2 The Covenantee acknowledges and agrees that the Covenants shall cease to apply and shall automatically surrender in respect of the land to be vested or dedicated as road or reserve with effect on and from the date of deposit of the relevant survey plan.

6.3 The Covenantee covenants that this clause shall be deemed to be the written consent of the Covenantee to the deposit of any survey plan for the purposes of section 224(b)(i) of the Resource Management Act 1991.

Insert instrument type

Covenant

## Annexure Schedule 2

### THE COVENANTOR AGREES:

#### 1. Building Restriction areas

- 1.1. No Buildings shall be constructed in the area marked HV on Lot 31, DP 604100 and the registered proprietor of Lot 31, DP 604100 shall ensure the watercourse located in the covenant area marked HV is kept clear from any obstructions that will prevent the flow of water.
- 1.2. No Buildings shall be constructed on Lots 10 – 13, DP 604100 inclusive within 4.8 metres from the boundary of those Lots with Centre Road. No Buildings shall be constructed on Lot 9, DP 604100 within 6 metres from the boundary of the Lot with Centre Road.

#### 2. Fencing

- 2.1. Where any Lot shares a boundary with any public roads, public walkways and/or public reserve, any fencing/screening and hedging on those boundaries shall not exceed 1.2 metres in height above natural ground level at the issue of title for the Lot.

#### 3. Maintenance of Lot

- 3.1. Until construction of a Dwelling and landscaping is completed, the Lot must be maintained in a neat and tidy condition and grass and other ground cover must not exceed a height of 150 mm.

#### 4. No Further Subdivision

- 4.1. There shall be no further subdivision of any of the Burdened Lots except that a boundary adjustment between Lot 3 and Lot 4 DP 604100 (that does not create any additional Lots) shall be permitted provided the area of Lot 3, DP 604100 is no less than 750m<sup>2</sup>.

#### 5. Concealed Foundations

- 5.1. Where a Building on the Lot has been constructed with either a pile or pole foundation (or similar construction where the floor level is elevated from the ground level) the area between ground level and the floor level of the Building shall be concealed by either a solid wall or screening with spacing no larger than 100mm. Screening by way of planting will not be sufficient to satisfy this covenant.

#### 6. No Objection

- 6.1. The Covenantor will not make or lodge, be a party to, procure, assist or support, finance or contribute to the cost of any submissions or proceedings (under the Resource Management Act 1991 or otherwise) designed or intended to or having the effect of limiting, preventing or restricting:
  - i any rezoning or amendments to the provisions of the District Plan or any proposed plan relevant to any land owned by WDL or any associated entity, within a one kilometre radius of the external boundary of the Burdened Land;
  - ii or any activity being undertaken or proposed to be undertaken on land owned by WDL or any associated entity within a one kilometre radius of the external boundary of the Burdened Land

#### 7. Fencing Covenant

- 7.1 The Lot Owner shall be bound by a Fencing Covenant within the meaning of section 2 of the Fencing Act 1978 in that WDL shall not be liable to contribute to the cost of or assist in the erection or maintenance of any boundary or dividing fence on any Lot or on any other land owned or occupied owned by WDL that adjoins any Lot.
- 7.2 Clause 7.1 is intended for the benefit of WDL only and shall not enure for the benefit of any other person or persons.