

View Instrument Details



Instrument No 12788085.13
Status Registered
Date & Time Lodged 22 August 2023 12:55
Lodged By Karamaena, Rebecca Mary
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1083427	Otago
1083428	Otago
1083429	Otago
1083430	Otago
1083431	Otago
1083432	Otago
1083433	Otago
1083434	Otago
1083435	Otago
1083436	Otago
1083437	Otago
1083438	Otago
1083439	Otago
1083440	Otago
1083441	Otago
1083442	Otago
1083443	Otago
1083444	Otago
1083445	Otago
1083446	Otago
1083447	Otago
1083448	Otago
1083449	Otago
1083450	Otago
1083451	Otago
1083452	Otago
1083453	Otago

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 Rebecca Mary Karamaena as Covenantor Representative on 22/08/2023 12:39 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 Rebecca Mary Karamaena as Covenantee Representative on 22/08/2023 12:39 PM

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

Form L

Annexure Schedule 1

Page 1 of 5

Insert instrument type

Covenant

Form 26

Covenant Instrument to note land covenant

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

Covenantor

WILLOWRIDGE DEVELOPMENTS LIMITED

Covantee

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 Covantee** (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	All of the land contained within the Burdened Land	Lots 1 to 27 on DP 581138 held in RTs 1083427 – RT 1083453 inclusive	Lots 1 to 27 on DP 581138 held in RTs 1083427 – RT 1083453 inclusive
Fencing covenant	All of the land contained within the Burdened Land	Lots 1 to 27 on DP 581138 held in RTs 1083427 – RT 1083453 inclusive	Lots 1 to 27 on DP 581138 held in RTs 1083427 – RT 1083453 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:

Form L

Annexure Schedule 1

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Insert instrument type

Covenant

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

Annexure Schedules 1 and 2.

Annexure Schedule 1

Continuation of "Terms," "Covenants and Conditions"

- 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.
 - b Council means Queenstown Lakes District Council or its successor.
 - c District Plan means the Queenstown Lakes District Plan.
 - d Dwelling means a residential dwelling house.
 - 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

Form L

Annexure Schedule 1

Page 3 of 5

Insert instrument type

Covenant

- 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;
 - 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.

Annexure Schedule 2

THE COVENANTOR AGREES:

1. BUILDING RESTRICTIONS

1.1 Building Restriction area.

All structures, Buildings, retaining walls, landscape features or fences inside the areas marked **O, P, Q, R** and **S** on DP 581138 must not exceed 1000mm in height above the ground level at the issue of title for the Lot. All trees and plantings within the areas marked **O, P, Q, R** and **S** on DP 581138 must be kept at or below 1500mm in height above the ground level at the issue of title for the Lot.

1.2 No Relocatables

No new or second hand relocatable/transportable Buildings shall be placed on the Lot. Any Buildings erected upon the Burdened Lot shall be built upon the land provided always that prefabricated but previously unassembled Buildings shall for the purposes of this covenant be deemed to be built upon the Burdened Lot, with the exception of a builders shed which is permitted only for use during the construction period.

1.3. Building Height Restrictions:

- i All Buildings on Lots 1- 17, DP 581138 inclusive, and Lot 20, DP 581138, shall be single storey and not exceed 5.0 metres above the ground level at the centre of the Lot at the issue of title for the Lot. The centre of the Lot is defined at the point at which a diagonal line drawn across the Lot from each front corner boundary peg to each rear boundary corner peg meet.

Chimneys may project through the maximum building restriction height by up to 0.6 metres provided that the chimney size above the maximum building height restriction measures no more than 1.2 metres in any horizontal direction.

- ii All Buildings on Lots 21, 26 and 27, DP 581138 shall not exceed 5.5 metres above the ground level at the centre of the Lot at the issue of title for the Lot. The centre of the Lot is defined at the point at which a diagonal line drawn across the Lot from each front corner boundary peg to each rear boundary corner peg meet. Basements/living spaces/garages below the existing ground level at the issue of title for the Lot are permitted so long as the maximum building height restriction in the relevant District Plan is not breached.

Chimneys may project through the maximum building restriction height by up to 0.6 metres provided the chimney size above the maximum building height restriction measures no more than 1.2 metres in any horizontal direction.

- iii All buildings on Lots 23 and 25, DP 581138, shall be single story (or split level) and shall not exceed 5.5 metres above the ground level of the Lot at the issue of title for the Lot.

Chimneys may project through the maximum building height by up to 0.6 metres provided that the chimney size above the maximum building height restriction measures no more than 1.2 metres in any horizontal direction.

- iv There are no additional building height restrictions on Lots 18, 19, 22 or 24, DP 581138, provided building on these Lots comply with the maximum height restrictions in the relevant District Plan.

Chimneys may project through the maximum building height by up to 0.6 metres provided that the chimney size above the maximum building height restriction measures no more than 1.2 metres in any horizontal direction.

2 FURTHER COVENANTS

2.1 Maximum Height of Plantings

- i On Lots 1 – 17 and 20, DP 581138, trees, shrubs and all other plants shall not exceed a maximum height of 5.0 metres.

- ii On Lots 18, 19, 21 – 27, DP 581138 trees, shrubs and all other plants shall not exceed a maximum height of 5.5 metres.
- iii On all of Lots 1 – 27, DP 581138 no tree or hedgerow boundary planting shall exceed 1.9 metres in height within 2 metres of the boundary, at any point of its length.

For the purposes of this clause 2.1 “height” is to be measured from the original ground level of the Lot at the issue of title for that Lot.

2.2 Fencing

Where any Lot shares a boundary with any public roads, public walkways and reserve boundaries, any fencing/screening and hedging on those boundaries shall not exceed 1.2 metres in height.

2.3 Maintenance of Lot

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. No storage of any items on the vacant Lot is permitted including but not limited to building materials, containers, sheds, cars, caravans, boats prior to the commencement or construction of any Dwelling. No form of temporary living in any building /container, caravan, tent etc, to be used on the land prior to commencement of or during the construction of any Dwelling.

2.4 No Further Subdivision

There shall be no further subdivision of any of the Burdened Lots.

2.5 No Objection

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 company, 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.

2.6 Fencing Covenant

- i 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.
- ii Clause 2.6(i) is intended for the benefit of WDL only and shall not enure for the benefit of any other person or persons.