

View Instrument Details

Instrument No	13198144.5
Status	Registered
Lodged By	McLean, Suzanne Carol
Date & Time Lodged	12 Feb 2025 14:01
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
1212463	Otago
1212464	Otago
1212465	Otago

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 Wayne Gilbert Todd as Covenantor Representative on 03/03/2025 11:15 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 Wayne Gilbert Todd as Covenantee Representative on 03/03/2025 11:16 AM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Covenant Instrument to note land covenant

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

Covenantor

Vergne Wilson and Milnes Beatson Trustee Company Limited

Covenantee

Vergne Wilson and Milnes Beatson Trustee Company 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 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
Restrictive Covenant	Deposited Plan 610107	Lots 1- 3 Deposited Plan 610107 (1212463, 1212464, 1212465)	Lots 1- 3 Deposited Plan 610107(1212463, 1212464, 1212465)

The provisions applying to the specified covenants are those set out in Annexure Schedule attached.

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

Definitions:

"The land" means the property described in this agreement.

"The Vendor" means the Vergne Wilson and Beatson Trustee Company Limited as Trustees

Covenants

A. The registered proprietor from time to time of the land **shall not**:

1. Place or build on the land or cause or allow to be placed or built on the land:
 - 1.1 Any second-hand building or part of a second-hand building relocated from any other land, (this does not include any brand new building built elsewhere and relocated to the land). For the purpose of this clause a building shall include any structure, dwelling, garage, shed or other ancillary building other than a shed temporarily located on the land for the use of the registered proprietor or the registered proprietor's servants, agent or contractor solely for the purpose the construction of any building on the land;
 - 1.2 Any building constructed wholly or partly with reflective building materials on the exterior of the building;
 - 1.3 Any fence or boundary wall containing cement board, corrugated iron, or unpainted metal sheeting, no fence or boundary wall shall be greater than 1.8 m in height above the existing ground level;
 - 1.4 Any residential dwelling or building on Lot 2 other than a single-story building with a maximum height of 6 metres ground floor area of not less than 100 m².
 - 1.5 Any residential dwelling or building on Lot 1 other than a single-story building with a maximum height of 6 metres and with a ground floor area of not less than 100 m
 - 1.6 Any residential dwelling or building on Lot 3 other than a single-story building with a maximum height of 5 metres and with a ground floor area of not less than 100 m
 - 1.5 Use materials other than natural earthy colours for the roof and cladding in colours of grey, green and brown and with a LRV between 5% and 15% for roofs, and 10% and 30% for cladding. The colours/materials permitted comprise cedar shingles, slate, or other steel finishes of similar appearance and dark coloured steel colours: Plain galvanised, zincalume or aluminium and unpainted materials are not permitted. Windows shall be non-reflective.
 - 1.6 Any structure or other ancillary buildings with different coloured cladding than that of the primary dwelling.
 - 1.7 Plant any tree, shrub or vegetation, nor erect any building or structure nor allow any other obstruction to views of Lot 3, at a level greater than RL 380.00 on Lot 2. Levels are in terms of New Zealand Vertical Datum 2016. The origin of levels is OIT 5 DP357187 (LINZ Geodetic Vode EQ3X), which has a reduced level of 277.78 metres. The site bench marks are OIT 1 DP 313457, which has a reduced level of 378.43 metres and OITXXVIII DP 392232, which has a reduced level of 391.76 metres.
2. Allow on the land any long-term storage or any heavy plant equipment or machinery (including, but without limitation, containers) or outdoor storage or parking of vehicles or use of the land as a contractor's depot/yard or junkyard, metal or scrap metal yard. This restriction shall not apply to private motor vehicles, machinery, boats, or trailers for personal use of the registered proprietor from time to time of the land and the tenants, invitees and agents, which may be parked outside, provided that any such vehicle is currently registered, has a current Warrant of Fitness, has wheels attached and is not occupied as a dwelling or sleepout.

3. Erect more than one residential dwelling on the land.
4. Allow any gorse or noxious plants to grow on the land, nor allow the grass to grow to a length that creates a fire risk, unless the grass is grown specifically for hay making or other purpose, and is managed in such a way to mitigate fire risk.
5. No animals shall be kept other than sheep, cows, goats or similar.

B. Enforcement

1. The Vendor may, at its absolute discretion at any time enforce these covenants in the same manner as any other person having a benefit in these covenants and in particular, if the registered proprietor of the land is from time to time in breach of any of the foregoing covenants (and without prejudice to any other liability which the registered proprietor from time to time of the land may have to any other person having a benefit in these covenants) they will upon written demand from the Vendor:
 - (a) Immediately remedy the breach or non-observance of the covenants;
 - (b) Pay to the Vendor as liquidation damages the sum of \$100 per day for each day that such breach or nonobservance continues from the date upon which a written demand was made.
2. The Vendor does not have any legal responsibility or liability for the enforcement, enforceability, applicability or lack of action with respect to enforcement or applicability of any of these covenants. In addition, the Vendor does not undertake to enforce or monitor compliance of these covenants. The registered proprietor agrees to keep the Vendor indemnified, free, and harmless from any claim, loss or action arising against it or its agents.

D. Dispute Resolution

1. If a dispute arises between the parties concerning this Agreement, no party may start proceedings relating to the dispute (unless that party seeks urgent interlocutory relief) without first complying with this section.
2. A party claiming that a dispute has arisen concerning this Agreement must give written notice to the other parties specifying the matter in dispute.
3. After a party has given a notice under clause 2, each party must nominate one person who will have authority to settle the dispute. The nominated persons must try in good faith to resolve the dispute within 10 Business Days of their nomination.
4. If the dispute is not resolved under clause 3, then any party may at any time in the next 10 Business Days invite the chairperson of LEADR NZ Inc to appoint a mediator to enable the parties to mediate and settle the dispute. All discussions in the mediation will be without prejudice and will not be referred to in any later proceedings. The parties will bear their own costs in the mediation and will share equally the mediator's costs.
5. If the dispute is not resolved under clause 4 within a further 10 Business Days after the appointment of a mediator, any party may then require the dispute to be referred to arbitration. If this clause is invoked:
 - 5.1 The dispute will be referred to arbitration by a sole arbitrator in accordance with the Arbitration Act 1996. If the parties cannot agree on the identity of the arbitrator within 10 working days from the date on which the dispute is referred to arbitration, then the arbitrator will be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc, upon the application of any party;
 - 5.2 The arbitration will take place in New Zealand; and
 - 5.3 The award in the arbitration will be final and binding on the parties;
 - 5.4 The parties will bear their own costs in the arbitration and will share equally the arbitrator's costs.