

Covenant Instrument to Note Land Covenant

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

Covenantor

UWC LIMITED

Covenantee

HURUNUI DISTRICT COUNCIL

Grant of Covenant

The Covenantor being the registered owner of the burdened land 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
See Annexure Schedule 1			

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 Schedule 2.

Annexure Schedule 1

Insert type of instrument

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of

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Pages

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	"AA", "AB", "AC", "AD", "AE", "AF", "AG", "AH", "AI", "AJ", "AK", "AL", "AM", "AN", "AO", "AP", "AQ", "AR", "AS", "AT", "AU", "AV", "AW", "AX", "AY", "AZ", "BA", "BB", "BC", "BD", "BE", "BF", "BG", "BH", "BI", "BJ", "BK", "BL", "BM", "BN", "BO", "BP", "BQ", "BR", "BS", "BT", "BU", "BV", "BW", "BX", "BY", "BZ", "CA", "CB", "CC", "CD", "CE", "CF", "CG", "CH", "CI", "CJ", "CK", "CL", "CM", "CN", "CO", "CP", "CQ", "CR", "CS", "CT", "CU", "CV", "CW", "CX", "CY", "CZ", "DA", "DB", "DC", "DD", "DE", "DF", "DG", "DH", "DI", "DJ", "DK", "DL", "DM", "DN", "DO", "DP", "DQ", "DR", "DS", "DT", "DU", "DV", "DW", "DX", "DY", "DZ", "EA", "EB", "EC", "ED", "EE", "EF", "EG", "EH", "EI", "EJ", "EK", "EL", "EM", "EN", "EO", "EP", "EQ", "ER", "ES", on Deposited Plan 587128	1112897 - 1113019 (inclusive)	In gross

Annexure Schedule 2

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

BACKGROUND

- A. The Covenantor is the registered owner of the Burdened Land.
- B. The Covenantor has developed the Burdened Land for the purpose of sales of sections intended for construction of residential dwellings.
- C. As part of the development, soak pits were required to be constructed on each Property, each soak pit being contained within the Covenants Areas and accordingly, it has been agreed between the Covenantor and the Covenantee that the Covenants Areas will be no build areas.
- D. The Covenantor hereby enters into this land covenant with the Covenantee in order to grant and secure the covenants as set out in Annexure Schedule 2.

1 Interpretation

In this instrument unless the context requires otherwise,

“**Burdened Land**” means the Burdened Land(s) set out in Schedule A and being owned by the Covenantor;

“**Covenant Area(s)**” means those areas shown in Schedule A and forming part of the Burdened Land;

“**Covenantee**” means the Hurunui District Council and any successors and assigns;

“**Covenantor**” means the registered owner(s) of any of the Burdened Land(s) set out in Schedule A at any time and includes any and all successors in title to any of the Burdened Land(s) set out in Schedule A or any part thereof;

“**Property(ies)**” means each individual allotment that is noted as being the Burdened Land at Schedule A, as the context so requires.

2 Terms of Covenant

The Covenantor for itself and its successors in title to the Burdened Land, which the Covenantor is the registered owner of, covenants and agrees with the Covenantee and its successors and assigns that the Covenantor will observe and perform the stipulations and restrictions contained in Annexure Schedule 2, to the intent that each of the stipulations and restrictions shall inure for the benefit of the Covenantee and its successors and assigns and to the intent that the said Burdened Land and every part thereof shall be subject to each of the stipulations and restrictions.

3 Covenants

The Covenantor hereby covenants with the Covenantee that they will not erect, raise or place, or allow or permit to be erected, raised or placed, any building, fence or other structure of either a temporary or permanent nature or plant or permit to grow any tree or shrub on the Covenant Area or within such proximity of the Covenants Area that would cause damage to the Soakage Pit or structural damage (or compromise) to any structure (e.g. foundations slumping).

The Covenantor covenants and agrees with the Covenantee that owners, lessees, tenants and occupiers for the time being (and from time to time) of the Burdened Land are bound by the provisions of this instrument.