



View Instrument Details

Instrument No	13118390.7
Status	Registered
Lodged By	Cox, Melissa Anne
Date & Time Lodged	10 Oct 2024 16:18
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
----------------------------------	----------------------

1186698	Canterbury
1186699	Canterbury
1186700	Canterbury
1186701	Canterbury
1186702	Canterbury
1186703	Canterbury
1186704	Canterbury
1186705	Canterbury
1186706	Canterbury
1186707	Canterbury
1186708	Canterbury
1186709	Canterbury
1186710	Canterbury
1186711	Canterbury
1186712	Canterbury
1186713	Canterbury

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 Peter Anthony Rust as Covenantor Representative on 10/10/2024 04:15 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 Peter Anthony Rust as Covenantee Representative on 10/10/2024 04:15 PM

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

Covenant Instrument to note land covenant

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

Covenantor

Wolfbrook Residential No21 Limited

Covenantee

Mid-Bampton Street Residents Society Incorporated

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 covenants 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	DP 605118	Lots 1 to 17 (inclusive) on DP 605118 (Records of Title 1186698 to 1186713 inclusive)	Mid-Bampton Street Residents Society Incorporated (In Gross)

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 1]

Insert instrument type

Covenant Instrument

1. BACKGROUND

- a) The Covenantor has developed Lots 1 to 17 (inclusive) on Deposited Plan 605118 (“the **Development**”) and has established the Covenantee for the purpose of administering the Development, including but not limited to administering the access lot for the Development being Lot 17 on Deposited Plan 605118 and other communal facilities within the Development.
- b) The registered owner from time to time of each lot described herein (“**Lot**”) comprising the Land is required to become and, for so long as they continue to be the registered owner of a Lot, remain a member of the Covenantee and abide by the Constitution of the Covenantee.

2. COVENANTS

- a) The Covenantor covenants for itself and its successors in title with the Covenantee that upon becoming the registered owner of a Lot, the Covenantor shall join as a member of the Covenantee, and remain a member while owning the Lot, and fulfil and continue to fulfil the obligations of a member as set out in the Constitution of the Covenantee (including, if required by the Covenantee, ensuring that any transferee of a Lot executes a Deed of Covenant in favour of the Covenantee agreeing to be bound by the Constitution as a member of the Covenantee).

3. COVENANTEE CONSENT

- a) For the purposes of the Property Law Act 2007 and the Land Transfer Act 2017, the Covenantee consents to the registration of any of the following dealings affecting the Burdened Land without having to execute a consent instrument:
 - (i) The creation, variation or surrender of an easement;
 - (ii) The variation of a mortgage instrument or priority of mortgages;
 - (iii) The registration of a lease, a lease variation instrument or a surrender of a lease;
 - (iv) The disposal of a licence or shares to which the licence relates;

and the Covenantee (if required by the Covenantor) shall promptly and at its cost do all things and execute all necessary documentation (including, without limitation, any consent form or document required to register the dealing with Land Information New Zealand) required to effect such dealing.

4. IMPLIED TERMS

- a) References to Covenantor shall mean the initial Covenantor named in this Covenant Instrument and its successors in title to the land, and the terms of this Covenant shall bind the Covenantor only for as long as the Covenantor is the registered owner of the land.