



View Instrument Details

Instrument No	13118390.8
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
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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 5 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 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(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
Cycle Parking Covenant	DY on DP 605118	Lot 17 DP 605118 (RT 1186698 to 1186713 inclusive)	In Gross
Bin Storage Covenant	BI on DP 605118	Lot 17 DP 605118 (RT 1186698 to 1186713 inclusive)	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]~~

the provisions set out in Annexure Schedule 1

Annexure Schedule 1*Insert instrument type***Covenant Instrument***Continue in additional Annexure Schedule, if required*

The Covenantor covenants with the Covenantee (“the Residents Society”) as set out in Schedule B below in respect of the Burdened Land and it is accepted that:

- (1) The covenants contained in Schedule B (“the Covenants”) shall only bind the owner(s) for the time being of the respective Burdened Land (“the Burdened Land Owners”);
- (2) The Burdened Land shall be bound by the Covenants and the Residents Society may enforce observance of the Covenants against the Burdened Land Owners; and
- (3) Without derogating from these provisions, no covenant to enforce or impose the Covenants in respect of any lot or title shall be implied against Wolfbrook Residential No4 Limited (“Wolfbrook”) and any such enforcement or application by Wolfbrook shall be carried out entirely at its own discretion.

SCHEDULE B**1. Definitions**

1.1 In this instrument unless the context indicates otherwise:

Bins means the household rubbish and recycling bins to be supplied by the Waste Collection Provider;

Bin Storage Area means the area marked BI on DP 605118;

Bin Storage Owners means the owners of Lots 1 to 16 (inclusive) on DP 605118; each Lot also having an undivided 1/16th share of Lot 17 on DP 605118;

Cycle Parking Owners means the owners of Lots 2, 3, 5, 8, 9, 12, 13, 14, and 15 on DP 605118; each Lot also having an undivided 1/16th share of Lot 17 on DP 605118;

Cycle means bicycles, e-bikes, non-motorised scooters, e-scooters and other similar personal transportation devices;

Cycle Parking Area means the area marked DY on DP 605118;

Cycle Area Restricted Owners means the owners of Lots 1, 4, 6, 7, 10, 11, and 16 on DP 605118; each Lot also having an undivided 1/16th share of Lot 17 on DP 605118;

Residents Society means the Covenantee.

Waste Collection Provider means the private waste collection provider which from time to time is contracted by the Residents Society to provide household waste collection services for the Bin Storage Owners.

Annexure Schedule 1*Insert instrument type***Covenant Instrument***Continue in additional Annexure Schedule, if required***2. Bin Storage Covenants**

2.1 The Bin Storage Owners covenant with the Residents Society that they shall not:

- (a) use the Bin Storage Area for any purpose other than for the purpose of leaving household waste for collection and going, passing or re-passing with or without household waste at all times on the Bin Storage Area;
- (b) leave household waste within the Bin Storage Area unless such household waste is placed into the authorised waste collection bins from the Waste Collection Provider, and otherwise in accordance with:
 - the requirements of the Waste Collection Provider; and
 - the rules of the Residents Society;

in respect of the Bin Storage Area;

- (c) construct, erect or permit to be constructed or erected on the Bin Storage Area any structures of any kind; nor make any use of the Bin Storage Area other than in accordance with the rules of the Residents Society.

3. Cycle Parking Covenants

3.1 The Cycle Area Restricted Owners covenant with the Residents Society that they will not use the Cycle Parking Area for any purpose.

3.2 The Cycle Parking Owners covenant with the Residents Society that they shall only use the Cycle Parking Area for the purposes of going, passing or re-passing (with or without Cycles) and parking Cycles in a tidy and orderly manner, and on a 'first come, first served' basis.

3.3 The Cycle Parking Owners covenant with the Residents Society that they shall not:

- (a) use the Cycle Parking Area for the parking or storage of any broken Cycles or any static machinery or equipment, provided that temporary parking or storage of Cycles capable of repair is permitted;
- (b) permit any visitor, guest or invitee to park or leave any Cycles on the Cycle Parking Area except on a temporary basis (and not longer than 24 hours from the time the Cycle is parked or left on the Cycle Parking Area) and in accordance with the rules and constitution of the Residents Society; and
- (c) construct, erect or permit to be constructed or erected on the Cycle Parking Area any new buildings or structures; nor make any use of the Cycle Parking Area other than in accordance with the rules of the Residents Society

Annexure Schedule 1*Insert instrument type***Covenant Instrument***Continue in additional Annexure Schedule, if required***4. Breach of Covenants**

- 4.1 Should the Covenantor be in breach of any of the Covenants, the Residents Society may give the Covenantor written notice requiring the breach of any of the Covenants to be remedied within 5 days of receipt of the notice, and upon expiry of 5 days the sum of \$200.00 per day shall be payable by the Covenantor until such time as the breach is remedied and the Residents Society will in addition be entitled to recover all costs incurred including all professional and legal costs calculated on a solicitor/client basis and to exercise any other remedies available.
- 4.2 The Covenantor will at all times keep indemnified the Residents Society from all proceedings, costs, claims and demands in respect of any breaches by the Covenantor of any of the covenants and restrictions contained or implied herein.
- 4.3 The Covenantor acknowledges that the rules and constitution of the Residents Society shall also apply in respect of any breaches of the Covenants contained in this instrument. Where there is any conflict between the rules and constitution of the Residents Society and these covenants, the rules and constitution of the Residents Society shall prevail.