View Instrument Details

Instrument No	12650695.1
Status	Registered
Date & Time Lodged	19 January 2023 14:21
Lodged By	Keenan, Dallas Elizabeth
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
1086173	Canterbury
1086174	Canterbury
1086175	Canterbury
1086176	Canterbury
1086177	Canterbury
1086178	Canterbury
1086179	Canterbury
1086180	Canterbury
1086181	Canterbury
1086182	Canterbury
1086183	Canterbury
1086184	Canterbury
1086185	Canterbury
1086186	Canterbury
1086187	Canterbury
1086188	Canterbury
1086189	Canterbury
1086190	Canterbury
1086191	Canterbury
1086192	Canterbury
1086193	Canterbury
1086194	Canterbury
1086195	Canterbury
1086196	Canterbury
1086197	Canterbury
1086198	Canterbury
1086199	Canterbury
1086200	Canterbury
1086201	Canterbury
1086202	Canterbury
1086203	Canterbury
1086204	Canterbury
1086205	Canterbury
1086206	Canterbury
1086207	Canterbury
1086208	Canterbury
1086209	Canterbury
1086213	Canterbury

Annexure Schedule Contains 7 Pages.

Covenantor Certifications

© Copyright: Land Information New Zealand

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 Isabella Georgina Senior as Covenantor Representative on 19/01/2023 02:12 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 Isabella Georgina Senior as Covenantee Representative on 19/01/2023 02:13 PM

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

Covenant Instrument to note land covenant

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

Covenantor

WOODBURY DEVELOPMENTS LIMITED

Covenantee

WOODBURY DEVELOPMENTS 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 *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		Lots 1-18 DP 580639 (1086173–1086190 incl) and Lots 72 – 90 DP 580639 (1086191 – 1086209 incl)	Lots 1-18 DP 580639 (1086173–1086190 incl) and Lots 72 – 90 DP 580639 (1086191 – 1086209 incl) and Lot 1100 DP 580639 (1086213)

Covenant rights and powers (including terms, covenants and conditions)

The provisions applying to the specified covenants are those set out below:

1. INTRODUCTION

1.1 These Land Covenants relate to the land in Stage 1 of Woodbury Estate.

1.2 For the purposes of this Land Covenant:
"Building" includes any dwelling to be erected on the Lot, driveways, concrete works, pathways and landscaping.
"Covenantor" means the Developer and the registered owner of any Lot
"Developer" means Woodbury Developments Limited

"Development" means the residential developments undertaken by the Developer being the subdivision including as depicted on Deposited Plan 580639 to create the subdivision known as Woodbury Estate
"Dwelling" means any dwelling, buildings or other structure situated on a Lot.
"Developed Property" means Lots 1-18 inclusive and Lots 72 to 90 on Deposited Plan 580639 or any one of them.

2. GRANT OF LAND COVENANTS

2.1 Subject to clause 2.4 the Covenantor covenants and agrees with the Covenantee that the Covenantor will at all times observe and perform the covenants contained in this Land Covenant to the intent that each of the covenants will forever benefit and be appurtenant to each and all of the Burdened Land and Benefited Land (together "the Land") and each and all of the registered proprietors of the Land but;

a) The Covenantor will be liable only for breaches of the covenants contained in this Land Covenant which occur whilst the Covenantor is the registered proprietor of the Land or any part of the Land; and

b) Woodbury Developments Limited will not be liable for breaches of the covenants contained in this Land Covenant while it is the registered proprietor of the Land or any part of the Land.

2.2 The Covenantor will at all times indemnify and keep the Covenantee indemnified from all losses, costs, claims, and demands in respect of any breach or non-observance by the Covenantor of these covenants.

2.3 The Developer, Woodbury Developments Limited will pay the cost of erection of any boundary fence between the property and any adjoining property of the Developer provided that this covenant will not enure for the benefit of any subsequent registered owner of any adjoining land. The Developer will not be liable for any ongoing maintenance of boundary fences.

2.4 The Developer may in the Developer's sole and unfettered discretion, from time to time temporarily or permanently waive one or more of the covenants set out in these Land Covenants in respect of one or more of the Burdened Land, in which case the waived covenants will not apply to the relevant Burdened Land(s) to the extent set out in the written waiver. The Developer shall not be obliged to grant any such waiver and need not have regard to whether any waiver has been or will be granted in other cases. Neither the Covenantor nor the Covenantee has any right, claim or remedy whether against the Developer, the Covenantor or the Covenantee in respect of any such waiver or decision not to grant such waiver.

3. DESIGN COVENANTS

3.1 The Covenantor covenants not to:

a) Erect (or permit or suffer to be erected) on the Burdened Land:

i) Any Building unless the plans (including the site plan, concept plan, landscaping plan, fencing plan and exterior colour schemes) and specifications (including the materials used in construction) and the final working drawings and specifications have first been approved in writing by the Developer in accordance with its prescribed approval processes. The Developer's decision in relation to all aspects of the approval will be final;

ii) Any Building that does not comply with the requirements of the Woodbury Estate Fencing Plan;

iii) Any Building other than a Building that has been approved by the Developer;

iv) Any re-locatable, pre-built or kit-set building or any Building containing second-hand materials (other than second-hand recycled bricks) unless approved in writing by the Developer;

v) Any Building with a roof constructed from anything other than slate, tile or a pre-coloured steel product unless the Developer agrees to a different roofing material as part of the approval of the plans and specifications and no Building shall have a roof constructed from copper, zinc alum or any unpainted metal surface or have copper spouting or down pipes other than in accordance with this clause;

vi) Any sign visible from outside the Developed Property except:
   a. One standard real estate sign which shall be no larger than 1200cm x 900 cm and no higher than 1.2m above ground level;
   b. Signage erected by the Developer;
   c. Signage approved by the Developer on such conditions as the Developer thinks fit;
   d. And all signs erected in accordance with this clause are subject to the requirements and the rules applicable to the current planning rules of the Selwyn District Plan. All signs shall be located appropriately and maintained to the satisfaction of the Developer in all respects. The Developer may give 24 hours written notice to any registered proprietor of a Developed Property to remove any sign that does not comply with these Covenants.

vii) any above ground electrical, telephone or other wires or any fencing other than provided for in the approved plans and specifications;

viii) any clothesline or clothes drying apparatus which may be visible from the street frontage of a Developed Property;

ix) any Dwelling without erecting a new letterbox at the front of the Developed Property of a design and colour approved by the Developer and where the letterbox shall not be more than 1.5 meters high or 500mm wide;

x) any satellite dish with a diameter greater than 0.7 metres or any satellite dish or TV aerial that is visible from the street frontage of the Lot;

xi) any Building beyond the approved Authority set backs or over legal easements unless allowed by a relevant land use resource consent.

b) Take any more than twelve (12) months from the date of approval of the plans and specification to complete construction of the Building and fencing and landscaping of the Developed Property (including removing any excess soil, earth, clay, sand or shingle) in accordance with the approved plans except in the case of the Covenantor owning two adjoining lots with the intention of constructing one Home on those lots in which case the expected completed date will be advised to the Covenantor as part of the plans approval process.

c) Permit during the course of construction the loading, unloading, delivery or storage of building materials other than within the boundaries of the Developed Property.

d) Carry out any construction unless an adequate rubbish skip is available and regularly emptied or replaced or permit any rubbish to blow outside the boundaries of the Developed Property or permit any vehicles to be washed down other than within the boundaries of the Developed Property during the course of construction.

e) Permit the Covenantor's construction workers and contractors to use the Developed Property or any other area in the Development for toileting purposes and prior to construction commencing the Covenantor shall provide a suitable portable toilet facility for use by the Covenantor's construction workers and contractors.

f) Provide car parking for less than one vehicle that can be parked on the Developed Property and less than one vehicle that can be garaged on the Developed Property.

g) Use colours on the exterior roof or wall other than those approved by the Developer.

h) Bring onto or use (either during the course of construction or following completion of construction) any temporary structure, tent (other than a children's play tent), caravan, or campervan or similar facility for overnight sleeping accommodation on any Developed Property.

4. LAND USE COVENANTS

4.1 The Covenantor covenants not to:

a) Use or allow the Developed Property to be used for any illegal, offensive or noisy activities.

b) Use the Developed Property as a residence until the date of issue of a Code of Compliance Certificate by the Selwyn District Council.

c) Use any part of the Developed Property for any purpose other than a residential Home or Home Office without the prior written consent of the Developer;

d) Permit the Developed Property to become untidy and overgrown and will keep the Developed Property in a neat and tidy condition and not allow rubbish to accumulate on the Developed Property.

e) Permit any part of the Developed Property to form a private or legal road to an adjoining property.

f) Permit any damage to be caused to any Burdened or Benefited Land and any adjoining property (including without limitation, berms, footpaths, storm water swales, tree planning and fences) as a consequence of construction work on the Developed Property. The Covenantor shall promptly make good any damage.

g) Keep any livestock or animals on the Developed Property (other than household domestic pets for household domestic purposes) which may cause a nuisance or annoyance to registered proprietors of neighbouring Developed Properties or detract from the Development including but not limited to pigs, deer, goats, horses, sheep, fowl, pigeons, or any dog which in whole or part, resembles any of the Pit Bull Terrier, Japanese Tosa, Dogo Argentine, Fila Brasileiro breeds or any other potentially aggressive or noisy breed of animal or allow the Developed Property to be used for any commercial kennel or cattery.

h) Park any vehicle or leave any item of plant or equipment on the road reserve in front of the Developed Property which is in a poor state of repair, unsightly or damaged and which might cause a hazard to any person or devalue or decrease the enjoyment of any registered proprietor of a Developed Property.

i) Bring or allow to be brought onto any Developed Property motor vehicles of a gross laden weight of more than 4,500 kg or agricultural or other contracting plant, or any similar machinery likely by its presence to devalue any Developed Property or decrease the enjoyment of any registered proprietor of a Developed Property.

j) Permit the state of repair and condition of the Building on the Developed Property to deteriorate and to regularly maintain the Building and in particular the exterior surface materials.

k) Oppose or object to any application for a resource consent or building consent of any other approval made by the Developer to the Authority and will on request being made by the Developer sign any documentation required to give effect to the consent or approval.

5. DEFAULT

5.1 If there shall be any breach or non-observance on the Covenantor's part of the Land Covenants contained in this Land Covenant (and without prejudice to any other liability which the Covenantor may have to the Covenantee or any other person having the benefit of these Land Covenants) the Covenantor will upon written demand being made by the Developer or any of the registered proprietors of the Benefited Land:

a) Pay to each Covenantee (or other person having the benefit of these Land Covenants) making such demand as liquidated damages the sum of $150.00 per day for every day or part day that

such breach or non-observance of the Land Covenants contained in this Land Covenant continues after the date upon which written demand has been made:

b) Remove or cause to be removed any Building, fence or other structure erected or placed on the Burdened Land in breach or non-observance of the foregoing Land Covenants and

c) Replace any building materials so as to comply with these Land Covenants;

d) Reimburse the Developer whilst the Developer is the registered proprietor of any Benefited Land on demand all legal and other costs incurred by it in dealing with the Covenantor's breach.

5.2 The Covenantor and their successors in title and assigns will only be liable for breaches of the Land Covenants which occur while they are registered proprietors of the Burdened Land.

5.3 The Covenantor will not have any claim in damages against the Developer on account of any refusal to grant or the grant of any approval under these Land Covenants or for the transferring or assigning of its interest and right to grant or withhold approvals as provided herein if such transferee or assignee fails to observe those obligations.

5.4 Whilst the Developer is the registered proprietor of any Benefited Land all breaches or non-observance on the Covenantor's part of the Land Covenants whether actual or alleged must first be referred to the Developer so that no Covenantee other than the Developer can take any action against a Covenantor in respect of a breach or non-observance of the Land Covenants. IN addition to the remedies set out in clause 5.1 the Developer will have complete discretion to deal with the default in such a way as it thinks fit and the Covenantor will not have any claim in damages against the Developer or right to compensation in respect of any action by the Developer in dealing with the default.

6. DISPUTES

6.1 If a dispute arises in relation to this Land Covenant:

a) The party initiating the dispute must provide full written particulars of the dispute to the other party:

b) The parties must promptly meet and in good faith try to resolve the dispute;

c) Subject to clause 6.2 if the dispute is not resolved within ten (10) days of the written particulars being given (or any longer period agreed by the parties) the dispute must be referred to arbitration in accordance with the Arbitration Act 996 to be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the Canterbury and Westland Branch of the New Zealand Law Society.

6.2 Notwithstanding clause 6.1c if any dispute arises in relation to the Land Covenant including as to what may constitute a breach or as to matters of Interpretation of this Land Covenant whilst the Developer is the registered proprietor of any Benefited Land then the same shall be referred to the Developer for resolution whose decision shall be final.

7. NO TERMINATION

7.1 The Covenantor may not determine this Land Covenant for breach of any provision in this Instrument (whether express or implied) or for any other cause, it being the intention of the parties that the Land Covenants created shall subsist for all time unless they become obsolete or are surrendered.

ANNEXURE SCHEDULE - CONSENT FORM[1]

(Section 225(1) Land Transfer Act 2017)

Person giving consent *Surname must be underlined*	Capacity and Interest of Person giving consent *(eg. Mortgagee under Mortgage no.)*
ASB Bank Limited	Mortgagee under Mortgage 12515262.10

Consent

Delete words in [ ] if inconsistent with the consent
State full details of the matter for which consent is required

Without prejudice to the rights and powers existing under the above mortgage ASB Bank Limited consents to the registration of a Land Covenant over Records of Title 1086173-1086190 (incl) and 1086191 – 1086209 (incl).

Dated this 19 day of January 2023

Attestation

KELLY JOHN TAYLOR
Of Auckland, New Zealand
Manager Transaction Advisory & Approvals Operations
ASB Bank Limited

Signed in my presence by the Person giving consent

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed):

Witness name Andrea Carter
Occupation Bank Officer
Address Auckland

Signature [Common seal] of Person giving consent

[1] An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 2017, or other enactments, under which no form is prescribed.

ASB

ASB BANK LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Kelly John Taylor of Auckland, New Zealand, hereby certify:

1. THAT by a Deed dated **18 May 2022** and deposited with Land Information New Zealand and registered number **PA 12497941.3** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

   General Manager, Operations

   Head of Lending Operations, Operations

   Head of Card & Support Services, Operations

   Head of Wealth Operations, Operations

   Manager Security Alterations, Operations

   Manager Loan Advancing, Operations

   Manager Loan Documentation, Operations

   Manager Transaction Advisory & Approvals, Operations

   Manager Loan & Data Maintenance, Operations

   Legal Executive, Operations

   Head of Collections & Credit Solutions

   Senior Manager Operations, Collections & Credit Solutions

   Senior Manager Financial Assistance, Collections & Credit Solutions

   Executive Manager Group Credit Structuring - Commercial

   each being appointed officers of ASB Bank Limited.

2. THAT I hold the appointment of Manager Transaction Advisory & Approvals, Operations with ASB Bank Limited.

3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.

Kelly John Taylor

SIGNED at Auckland this 19 day of January 2023

V 2022.9

Lending Operations, ASB North Wharf, 12 Jellicoe Street, Auckland Central, Auckland 1010, P O Box 35, Shortland Street, Auckland 1140, New Zealand
Telephone +64 9 377 8930 Facsimile +64 9 630 3918 DX CX10087 Auckland DX Sort www.asb.co.nz