



View Instrument Details

Instrument No	13208231.9
Status	Registered
Lodged By	Redgrave, Nicole Julia
Date & Time Lodged	12 Nov 2025 16:12
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
1211368	Southland
1211369	Southland
1211370	Southland

Annexure Schedule	Contains 4 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 Nicole Julia Redgrave as Covenantor Representative on 12/11/2025 04:07 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 Nicole Julia Redgrave as Covenantee Representative on 12/11/2025 04:07 PM

*** End of Report ***

Form 26**Covenant Instrument to note land covenant**

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

Covenantor

Christopher Owen Balls

Covenantee

Christopher Owen Balls

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
Building Platform	CA on DP 610989	Lot 2 DP 610989 (RT 1211369)	1211368, 1211370
	CB on DP 610989	Lot 3 DP 610989 (RT 1211370)	1211368, 1211369
Structures, Plants and Animals		1211368, 1211369, 1211370	1211368, 1211369, 1211370

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].

ANNEXURE SCHEDULE 1

BACKGROUND

- A The Covenantor and the Covenantee desire to create a development and carry out a uniform plan for the development of the Lots comprising the Burdened and Benefitted Land to protect the building, visual concepts, standard and appearance of the Subdivision shown on Deposited Plan 610989
- B The Covenantor and the Covenantee wish to protect the flora and fauna of the local area by restricting certain activities on the Burdened Land
- C The Covenantor and Covenantee have agreed to mutually covenant as follows each for the benefit of the other and their successors in title to each of the Lots comprising the Benefitted Land and the Burdened Land so that all covenants are mutually enforceable inter se by all owners of the said Lots from time to time to the fullest extent permitted by the Law of New Zealand.

1. BUILDING PLATFORMS

- 1.1 With respect to Lot 2 DP 610989 (RT 1211369), the Covenantor shall not permit, construct, allow to construct install or use the following:
 - (a) Any residential dwelling (with or without attached garage) other than within the area defined as CA on DP 610989; however, accessory buildings including stand alone garages do not need to be contained within the area defined as CA on DP 610989
- 1.2 With respect to Lot 3 DP 610989 (RT 1211370), the Covenantor shall not permit, construct, allow to construct install or use the following:
 - (b) Any residential dwelling (with or without attached garage) other than within the area defined as CB on DP 610989; however accessory buildings including stand alone garages do not need to be contained within CB on DP 610989

2. STRUCTURES, PLANTS & ANIMALS

- 3.1 The Covenantor shall not permit, plant or maintain the following on the Burdened Land;
 - (a) Any trees or other landscape plants that are not native to the local area.
 - (b) With respect to Lot 3 DP 610989 (RT 12113670) the Covenantor shall not allow any plants or structures in excess of 1.8 meters high from the finished ground level within the area hatched and marked as '3A' on the plan attached and
- 3.2 The Covenantor shall not allow any rubbish to accumulate be placed or stored on the Burdened Land and will not permit any excessive growth of grass or any growth of Gore, Bracken, Fern or other vegetation that becomes unsightly or is an invasive species. In the event that the Covenantor fails to comply with this clause the Covenantor agrees that the Covenantee may carry out the Covenantor's obligations herein and the Covenantor agrees to reimburse the Covenantee for any costs or charges relating thereto and shall permit the

Covenantee, its agents, employees, invitees and workpeople on to the Burdened Land for such purpose.

- 3.3 The Covenantor shall not bring into, raise, breed or keep on the Burdened Land any of the following
- (a) Any breed of dog specified as menacing or dangerous by the Southland District Council at any time and it is acknowledged by the Covenantor and the Covenantee that the specification of dog breed may change from time to time.
 - (b) Roosters or cockerels
 - (c) Pigs
 - (d) Cats

4. **DISPUTES**

- 4.1 If any dispute or difference, doubt or question shall arise between the Covenantor and the Covenantee in respect of any matter arising out of these covenants or the application then the dispute shall be referred to the arbitration of a single arbitrator. If one cannot be agreed upon or failing agreement, then the arbitrator will be appointed by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated (or his or her nominee) and every arbitration pursuant to this clause shall be in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

5. **DEVELOPERS WAIVER**

- 5.1 At the time of registration of this Land Covenant, Christopher Owen Balls ('The Developer') is the current owner of Lots 1, 2 & 3 DP 610989. 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 to grant such waiver.