

Covenant Instrument to note land covenant

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

Covenantor

LAKESIDE CHRISTIAN CENTRE

Covenantee

LAKESIDE CHRISTIAN CENTRE

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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants		Lot 1 DP [X] (RT [X])	In gross

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

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

Annexure Schedule 1.

Annexure Schedule 1

PROVISIONS APPLYING TO COVENANTS

Covenant Terms

1. The Covenantor covenants and agrees with each Covenantee:
 - (a) To at all times observe and perform the Covenants set out below; and
 - (b) That the burden of the Covenants will forever run with and bind the Burdened Land for the benefit of each Covenantee.

2. In this Instrument the following words have the following meanings:

“Adjoining Land” means Lot 2 and Lot 3 DP [X].

“Burdened Land” means the land described as and shown on the front page of this Instrument as the Burdened Land.

“Covenantee” means and includes all persons executing this Instrument as Covenantee jointly and severally (if more than one) and their executors, administrators, and assigns.

“Covenantor” means and includes all persons executing this Instrument as Covenantor jointly and severally (if more than one) and their executors, administrators, successors in title and their tenants, licensees, and invitees.

“Covenants” means the covenants set out in this Instrument.

“District Plan” means the Central Otago District Council District Plan as at the date of this Instrument or any replacement of that plan as is applicable.

“LCC” means Lakeside Christian Centre and, where the context requires, means any other person, association, or entity nominated by Lakeside Christian Centre to perform or succeed their rights and obligations under this Instrument.

“Practicing of Religion” means the lawful use, occupation, development and enjoyment of the Adjoining Land by LCC, or by any person, body, church, trust, charity, ministry, congregation, group, licensee, invitee, contractor or successor authorised by LCC, for religious, spiritual, worship, pastoral, charitable, educational, community, social, administrative, fundraising, accommodation, recreational, ceremonial, cultural, or ancillary purposes, whether carried out regularly, periodically, occasionally, seasonally, temporarily or permanently, and includes, without limitation:

- (a) church services, worship services, prayer meetings, bible studies, religious instruction, communion, baptism, weddings, funerals, memorial services, dedications, confirmations, counselling, pastoral care, ministry activities, retreats, conferences, seminars, workshops, camps and other religious or spiritual gatherings;
- (b) children’s, youth, family, senior, community, welfare, charitable, support, outreach, food, hospitality, education, training, music, arts, recreation and social activities, whether or not those activities are strictly religious in nature, where they are undertaken by, for, or in association with LCC or its religious, charitable or community purposes;
- (c) the use of buildings, halls, meeting rooms, offices, kitchens, outdoor areas, playgrounds, grounds, parking areas, accessways, service areas, signs, lighting, audio-visual equipment, musical instruments, amplified sound, vehicles, plant, machinery and other facilities on the Adjoining Land for any purpose described in this definition;

- (d) the arrival, departure, movement, assembly and congregation of people and vehicles on, to, from, or near the Adjoining Land in connection with any purpose described in this definition;
- (e) the construction, alteration, extension, replacement, repair, maintenance, upgrading, intensification or redevelopment of buildings, improvements, services, access, parking, landscaping, signage, lighting and other facilities on the Adjoining Land for, or in connection with, any purpose described in this definition; and
- (f) any noise, music, singing, speech, amplified sound, lighting, traffic, parking, pedestrian movement, hours of operation, visual effects, amenity effects, construction effects, or other effects ordinarily or reasonably arising from any activity, use, work, development or event described in this definition,

provided that the relevant activity, use, work, development or event is either lawfully established, permitted, existing-use protected, authorised by resource consent or other approval, or is the subject of any Planning Proposal.

“Instrument” means this covenant instrument creating a land covenant in gross to be registered on the Burdened Land’s record of title and all its schedules, annexures, and amendments.

“Lodge any Submission” means (without limitation) personally or through any agent or servant, directly or indirectly, lodge or support in any way any objection or submission to any Planning Proposal and includes (without limitation) taking part in any planning hearing, or appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.

“Planning Proposal” includes (without limitation) any application for resource consent and / or plan change and / or variation of any nature under the relevant District Plan and/or proposed District Plan in respect of, or which affects any land of which any Covenantee has an interest in and/ or operates from and which is situated within 1 kilometre of the Burdened Land.

“RMA” means the Resource Management Act 1991.

“Territorial Authority” means the Central Otago District Council or any successor consenting authority to that Council.

- 2.2 A reference to a statute includes all statutes amending, consolidating or replacing the statute referred to.

The Covenants

- 3.1 The Covenantor covenants with each Covenantee that:

- (a) It will not and will not encourage or support any other person to:
 - (i) object to or Lodge any Submission against any Planning Proposal; and/ or
 - (ii) object to or make any complaint regarding the Practicing of Religion on the Adjoining Land;

- (b) If requested by LCC, the Covenantor shall promptly give its unqualified written approval, including any affected party approval under section 95E of the RMA, to any application made to the Territorial Authority (or any other consenting or licensing authority or committee) relating to the Adjoining Land (or any part of it), and shall not withdraw that approval.
- 3.2 The Covenantor and the Covenantee agree that any Covenantee will be entitled to provide a copy of this instrument to any consenting authority as evidence that written approval has been given.
- 3.3 LCC may at any time nominate in writing any person, association, or entity to perform or succeed to part or all of its rights under this Instrument