

Covenant Instrument to note land covenant

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

Covenantor**[OWNER'S NAME TO BE ENTERED]****Covenantee****TERRACE DOWNS RESORT OWNERS' SOCIETY INCORPORATED (50169892)****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	Not Applicable	[enter legal description and title reference to relevant owner's land]	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 Annexure Schedule.

Annexure Schedule

BACKGROUND

- A. The Society has been incorporated for the purposes of:
- (1) The maintenance, repair and replacement of common facilities at the Resort;
 - (2) The provision of infrastructure and services to individual owners within the Resort;
 - (3) The provision of administrative services in relation to the Resort; and
 - (4) Levying Members for the cost of providing the above services.
- B. The Society wishes for each individual owner within the Resort to become a Member and to be bound by the terms of the Constitution. The Covenantor has agreed to encumber this land for the better performance of this obligation.

OPERATIVE PART

1. Interpretation

1.1 In this Covenant Instrument, unless the context otherwise requires:

- (a) **“Constitution”** means the constitution of the Society as amended from time to time;
- (b) **“Covenantor”** means the registered owner of the Land from time to time;
- (c) **“Land”** means the Burdened Land referred to in Schedule A of this Covenant Instrument and includes any subdivided lot of that land; and
- (d) **“Member”** means a member of the Society;
- (e) **“Resort”** means the resort currently known as Fable Terrace Downs Resort and Hotel Operations located at 623 Coleridge Road, Windwhistle, Selwyn 7572.

2. Covenants

- 2.1 The Covenantor covenants for itself and its successors in title with the Society as outlined in clauses 2.1 to 2.6 below.
- 2.2 Upon becoming the registered owner of the Land, the Covenantor will immediately do all things necessary to become a Member.
- 2.3 Despite the fact that the Covenantor may not be a Member, it will nevertheless be bound by and will comply with the terms of the Constitution as if it was a Member.
- 2.4 The Covenantor will at all times remain a Member while it is the registered owner of the Land.
- 2.5 Immediately following the settlement of any sale of the Land, the Covenantor will give notice of the sale (including particulars of the name and address of the purchaser) to the Society.
- 2.6 The Covenantor is deemed to have resigned as a Member when that person is no longer a registered owner of the Land (or any other land within the Resort), provided that such

resignation will not relieve a person of any obligation or liability arising before that person ceased to be a Member.

- 2.7 The Covenantor will not take any steps whatsoever, including, without limitation, pursuant to section 317 of the Property Law Act 2007 to have this covenant revoked, cancelled, surrendered, discharged, lapsed or otherwise removed from the title to the Land and will not support any such steps being taken by a third party.