

View Instrument Details



Instrument No 11580416.6
Status Registered
Date & Time Lodged 25 November 2019 16:19
Lodged By Fitzgerald, Kylie Lynda
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
905367	Canterbury
905368	Canterbury
905369	Canterbury
905370	Canterbury
905371	Canterbury
905372	Canterbury
905373	Canterbury
905374	Canterbury
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905377	Canterbury
905378	Canterbury
905379	Canterbury
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905393	Canterbury
905394	Canterbury
905395	Canterbury
905396	Canterbury
905397	Canterbury
905398	Canterbury

Annexure Schedule Contains 6 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 Chris John Robertson as Covenantor Representative on 25/11/2019 02:58 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 Chris John Robertson as Covenantee Representative on 25/11/2019 02:59 PM

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

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Form 26

Covenant Instrument to note land covenant

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

Covenantor

Camrose Estates Limited

Covenantee

Camrose Estates 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
Schedule, if required

Continue in additional Annexure

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	DP 540331	Lots 93 – 111, Lots 112 – 122 and Lot 142 (inclusive) (being Record of Titles 905367 - 905385 and 905387 – 905398)	Lots 93 – 111, Lots 112 – 122 and Lot 142 (inclusive) (being Record of Titles 905367 - 905385 and 905387 – 905398)

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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].~~

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Annexure Schedule 1



Land Covenants

1. The Covenantor acknowledges and agrees with the Covenantee that it is desirable to establish the Camrose Estates Subdivision (the **Subdivision**) as a modern and well designed Subdivision and that it is desirable that control be exercised by Camrose Estates Limited or its nominee (the **Developer**) for the protection and for the interests of all of the registered owners of all Lots in the Subdivision in relation to the type and nature of construction that will be permitted in the Subdivision. In recognition of these objectives the Covenantor for itself and its successors in title hereby covenants with and for the benefit of the Covenantee for itself and its successors in title and the registered owners for the time being of all lots described in Schedule A (**Lot or Lots as the context permits**) for the purposes of creating a building scheme for the benefit of all Lots to take effect from the date of registration of this Instrument and continuing until the 31st day of March 2030 after which date this Covenant shall be of no further effect.

2. In respect of **all** Lots – the Covenantor agrees:
 - (i) not, without the prior written approval from the Developer pursuant to clause 2(xix), to erect any dwelling except a single private dwelling house of not less than 170m² in gross floor area including garages but excluding verandas, decks, patios and outbuildings and any minor household units;
 - (ii) not to erect, nor to apply for or obtain a Resource Consent to erect more than one dwelling unit per 250m² of net site area other than pursuant to a plan of comprehensive site development approved in writing by the Developer in terms of clause 2(xix) of this Instrument;
 - (iii) The dwelling units in any such comprehensive site development shall occupy a site coverage (as defined by Ashburton District Council) of no more than 50% and shall be no more than two storeys high and each unit shall be not less than 100m² in gross floor area including garages but excluding verandas, decks, patios, and outbuildings. The Developer may consider likely impact on the views of adjoining Lot owners when considering a comprehensive site development proposal;
 - (iv) not to erect any permitted building or other structure using any of the following materials or processes: kiln fired brick, recycled brick, concrete brick, concrete blocks, plastered textured finish, timber or prefinished metal weatherboard bonded to solid timber boards (i.e. Lockwood type construction) without first obtaining written approval from the Developer. Any dwelling with an exterior finish in the form of flat cladding poured concrete, concrete block or similar shall have the surface textured in such manner as to fully cover the base material;
 - (v) that garages and permitted outbuildings will be designed and finished to be similar to the dwelling and will visually be consistent with the dwelling and landscaping;
 - (vi) to use only such roofing materials as comply with the Lot's stormwater discharge consent and have a tile profile or incorporate wood, fibre cement, glass fibre or slate products by way of roofing shingles, painted corrugated iron or profile coloured steel for all roofing other than flat roofs;
 - (vii) not to place, erect or install on any Lot any form of temporary accommodation (e.g., caravan, campervan, hut or other structure) other than a builder's shed for the purpose of the builder's usual day to day use during construction. Such shed shall not be placed on any Lot prior to issue of the building consent and shall be removed upon the issue of a Code Compliance Certificate for the dwelling;

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- (viii) not to permit or allow any Lot to be occupied or used as a residence either by the erection of temporary structures or the placing of vehicles used for human habitation, and to use the Lot for residential purposes only after the Code Compliance Certificate has issued for the dwelling;
- (ix) not to permit or suffer any rubbish to accumulate or be placed on any Lot or permit any growth of grass exceeding 150mm in height or otherwise becoming unsightly;
- (x) to complete the landscaping of any Lot within six months of the issue of a Code Compliance Certificate for the dwelling by providing lawns and/or paving and trees, shrubs, flowers or any two or more of these, and a driveway or vehicle access in a permanent continuous surface of concrete, brick paving, tar sealing or similar, and to give preference to the use of local native plants and rocks;
- (xi) not to damage footpaths and berms and in order to avoid any damage to partially construct the berm and kerb crossing, including driveway metalling, prior to the commencement of construction and to ensure that vehicular movement on the Lot is confined to that one particular driveway during the construction period, such driveway to be no more than 4 metres in width. The Covenantor shall be responsible for the repair, at the Covenantor's expense, of any damage caused by the Covenantor or its employees or contractors, to the footpaths and berms;
- (xii) that a driveway will be constructed according to the plans and specifications detailed and provided for each Lot. If required by the Developer, the Covenantor hereby agrees to a further covenant being placed on the Covenantor's record of title to this effect;
- (xiii) not to permit or suffer any building in the course of construction to be left without substantial work being carried out for a period exceeding three months and to complete construction of any such building within twelve months of the commencement of work;
- (xiv) to erect a new letterbox when the dwelling on the Lot has been erected and the letterbox design, colour and cladding shall be consistent with those of the dwelling and/or adjoining fence;
- (xv) not to erect or permit the erection of any fence and/or wall;
 - (a) within 2 metres of any boundary of any Lot adjoining a road to a height of more than 1 metre measured at the Lot frontage;
 - (b) in the case of a boundary with a reserve to a height of more than 1.2 metres measured at the Lot boundary to such a reserve;
 - (c) on other side and rear boundaries of any Lot to a height of not more than 1.8 metres;
 - (d) on the front boundaries of any corner Lot unless the design, materials and colour of such fences and plan relating to landscaping of the road frontage has previously been approved in writing by the Developer to ensure that consistent aesthetic standards are maintained;
 - (e) other than those complying with (a) and (c) above unless the design, height, materials and colour of such fences and plan relating to landscaping of the road frontage have been previously approved in writing by the Developer to ensure that consistent aesthetic standards are maintained;
 - (f) on any Lot boundary constructed of corrugated iron, colour steel or similar product, wire mesh, wire or cemented board sheeting;
 - (g) on any Lot road frontage constructed of corrugated iron, colour steel or similar product, wire mesh, wire or cemented board sheeting, or undressed timber;
- (xvi) that the Developer shall not be liable to pay for or contribute towards the expense of construction or maintenance of any boundary fence between the Covenantor's Lot and any contiguous Lot of the Developer but this proviso shall not enure for the benefit of any subsequent purchaser or registered owner of the contiguous Lot;

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- (xvii) not to locate or erect washing lines, satellite dishes or external antennae of any greater size than 1 metre in diameter, within 7 metres of the road boundary and in any event not in the front yard of any Lot;
 - (xviii) to locate gas cylinders in a place or in a manner so that they are obscured from view from the road frontage of any Lot;
 - (xix) not to erect or cause to be erected on any Lot any dwelling or other permitted building unless the specifications plans for the same (including site plans) have first been submitted to and have been approved in writing by the Developer to ensure that its aesthetic standards are maintained and that these Covenants are being observed. When submitting the plans the Covenantor shall clearly state on the plan the Lot and deposited plan number. In considering such approval, the Developer may if it so elects take into account such matters relating to the dwelling and other permitted buildings as it in its sole discretion considers appropriate including but not limited to the following:
 - (a) Height
 - (b) Siting on the property
 - (c) External design (including roofs, fences, walls and screens)
 - (d) The relevance of the height, siting and external design to natural light, view and privacy for adjacent properties
 - (e) Concept
 - (f) Architecture
 - (g) External materials
 - (h) Colour scheme
 - (i) Likely impact on the views of adjoining Lot owners.
3. The Covenantor shall not oppose, object to, frustrate or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder the Developer, or any subsidiary or associated company of the Developer, from progressing and completing the overall Subdivision, and/or from effecting any zone change and/or subdivision and/or from obtaining any resource consents needed to generally to give effect to the Subdivision. This Covenant by the Covenantor applies (without limitation) to any resource consent application, Environment Court application, territorial authority building consent application, or other necessary consent process involving the Subdivision (including appeals), and the benefit of this Covenant also applies to any adjoining or neighbouring property the Developer may own or subsequently purchase to progress or extend the Subdivision.
4. If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Covenantor may have to any person having benefit of this Covenant the Covenantor will upon written demand being made by the Developer or any of the registered owners of the Lots;
- (i) remove or cause to be removed from the Lot any second-hand or used dwelling, garage, carport, building or other structure erected or placed on the Lot in breach or non-observance of the foregoing covenants;
 - (ii) replace any building material used in breach or non-observance of the foregoing covenants with approved materials.
5. Notwithstanding any other provision in this Instrument, the Developer;
- (i) shall neither be required nor liable to enforce the covenants nor answerable to the Covenantor for the breach of any covenants binding any of the Lots,

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- (ii) may at its discretion waive compliance of one or more of the covenants so long as the Developer is satisfied that such waiver will not adversely affect the character of the Subdivision and such waiver is issued in clear written terms,
 - (iii) will not consider any application for waiver from a Covenantor unless such application is in writing and accompanied by a plan and elevations, specifications of materials and finishes showing the proposed change(s).
 - (iv) shall in respect of any other lots in subsequent stages in the Subdivision, have in its absolute discretion the right to impose additional restrictions or stipulations or to omit or vary in its absolute discretion any covenant.
- 6.** In the event of any dispute between the Covenantor and the Covenantee as to any matter relating to the Covenants in this Instrument which cannot be resolved by agreement the same shall be resolved by arbitration under the provisions of the Arbitration Act 1996 or any act passed in substitution or amendment thereof by a single arbitrator appointed for that purpose by the President for the time being of the New Zealand Law Society and the decision of that arbitrator shall be final and binding on the parties.