

View Instrument Details



Instrument No 12554335.8
Status Registered
Date & Time Lodged 06 December 2022 16:31
Lodged By Giles, Toby Ross
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
---------------------------	---------------

1076344	Canterbury
1076345	Canterbury
1076346	Canterbury
1076347	Canterbury
1076348	Canterbury
1076349	Canterbury
1076350	Canterbury
1076351	Canterbury
1076352	Canterbury
1076353	Canterbury
1076354	Canterbury
1076355	Canterbury
1076356	Canterbury
1076357	Canterbury
1076358	Canterbury
1076359	Canterbury
1076360	Canterbury
1076361	Canterbury
1076362	Canterbury
1076363	Canterbury
1076364	Canterbury
1076365	Canterbury
1076366	Canterbury
1076367	Canterbury
1076368	Canterbury
1076369	Canterbury
1076370	Canterbury
1076371	Canterbury
1076372	Canterbury
1076373	Canterbury
1076374	Canterbury
1076375	Canterbury
1076376	Canterbury
1076377	Canterbury
1076378	Canterbury
1076379	Canterbury
1076380	Canterbury
1076381	Canterbury
1076382	Canterbury
1076383	Canterbury
1076384	Canterbury
1076385	Canterbury

1076386	Canterbury
1076387	Canterbury
1076388	Canterbury
1076389	Canterbury
1076390	Canterbury
1076391	Canterbury
1076392	Canterbury
1076393	Canterbury
1076394	Canterbury
1076395	Canterbury
1076396	Canterbury
1076397	Canterbury
1076398	Canterbury
1076399	Canterbury
1076400	Canterbury
1076401	Canterbury
1076402	Canterbury
1076403	Canterbury
1076404	Canterbury
1076405	Canterbury
1076406	Canterbury
1076407	Canterbury
1076408	Canterbury
1076409	Canterbury
1076410	Canterbury
1076411	Canterbury
1076412	Canterbury
1076413	Canterbury
1076414	Canterbury

Annexure Schedule Contains 7 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 Toby Ross Giles as Covenantor Representative on 23/11/2022 05:05 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 Toby Ross Giles as Covenantee Representative on 23/11/2022 05:05 PM

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

Form 26

Covenant Instrument to note land covenant
(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

Covenantee

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

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		RT 1076344 To RT 1076414 (Lots 4401 to 4471 DP 579597)	RT 1076344 To RT 1076414 (Lots 4401 to 4471 DP 579597)

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 _____].~~

Form L**Annexure Schedule**

Page of Pages

*Insert instrument type***Covenant***Continue in additional Annexure Schedule, if required***Section A****Creation of Land Covenants**

The Covenantor for itself and its successors in title **covenants and agrees** with the Covenantee and its successors in title for the benefit of each of Lots 4401 to 4471 (inclusive) on Deposited Plan 579597 (collectively called the "Benefiting Lots") but expressly **excluding** the Jointly Owned Access Lots that:

1. The Covenantor being the registered proprietor of the Burdened Land will at all times observe and perform all the covenants contained in this instrument **to the intent** that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the registered proprietors of the Benefiting Lots **provided that** the Covenantor will be liable only for breaches of the covenants contained in this instrument which occur whilst the Covenantor is the registered proprietor of the Land or any part of the Land.

Default Provisions

2. If there should be any breach or non-observance on the Covenantor's part of any of the covenants contained in this instrument and without prejudice to any other liability which the Covenantor may have to the Covenantee and any person or persons having the benefit of those covenants the Covenantor will upon written demand being made by the Covenantee:
 - (a) Pay to the person making such demand as liquidated damages the sum of \$100.00 per day for any day such breach or non-observance of the covenants contained in this instrument continues after the date upon which written demand has been made; or
 - (b) Remove or cause to be removed from the land any dwelling, building, structure or improvement so erected, repaired or completed in breach of the covenants contained in this instrument; or
 - (c) Replace any building materials used in breach of the covenants contained in this instrument.
3. 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 the covenants contained in this instrument.
4. The Covenantee will not call upon the Covenantor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining land of the Covenantee **provided that** this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.

Form L

Annexure Schedule Page of Pages

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

Section B

INTERPRETATION

1.1 For the purposes of this Land Covenant,

“the Developer” means Ngai Tahu Property Joint Ventures Limited and Lincoln University Property Joint Venture Limited whose address for service is

C/- Ngai Tahu Property Limited
PO Box 130060
Christchurch
Attention: Te Whariki Manager

“Jointly Owned Access Lots” means that Lot legally described as Lot 441 on DP 579597 and being excluded from Benefitting Land status pursuant to this Land Covenant instrument.

2. THE COVENANTOR AND THEIR SUCCESSORS IN TITLE SHALL NOT:

2.1 Boundary Fencing

a. Interpretation

“Double Frontage Lots” means 4416, 4418, 4429, 4434, 4458, 4462, 4467 and 4469:

“Maximum Length” means 50% of the length of the Road Boundary.

“Medium Density Lots” means Not Applicable.

“Residential Lots” means all Lots on DP 579597 excluding any Lot shown as Kiosk Site, Road or Reserve.

“Road Boundary” means a boundary between a Residential Lot and any legal road.

“Side Boundary” means a boundary between a Residential Lot and an adjoining Residential Lot that is not a Road Boundary.

“Total Length” means the total length of the fence taken in a line parallel to the road.

“Transparent” means able to be seen through either because no solid construction is present or because there are spaces between the elements used in the construction that are at least the same width as the elements themselves.

b. Road Boundary Fencing

The Covenantor shall not permit any fence or other structure (other than a letterbox or a fence of the type referred to in clause 2.1) to be erected in the area between the Road Boundary and a line drawn parallel to the Road Boundary with the distance between such line and Road Boundary being determined by those parts of the dwelling on the Residential Lot closest to the Road Boundary.

c. Road Boundary Fencing – Double Frontage Lots

In recognition of the larger road boundary of these Residential Lots and the desirability of allowing privacy the Covenantor shall be permitted to erect a fence closer to the boundary than provided for in clause 2.1(b) so long as the fence is erected at least 1 (one) metre from the road boundary and complies with the following requirements:

- i. The fence is no higher than 1.8 metres above finished ground level. The length of the fence does not exceed the ‘Maximum Length’. By way of illustration only, the Covenantee acknowledges that a curved fence, or a fence that is parallel to the boundary but which has a return, will comply with this restriction notwithstanding that in overall length such fence may exceed the ‘Maximum Length; or
- ii. Compliance with the above 2.1(c)i and an exceedance of the ‘Maximum Length’ but the fence is at least partially ‘Transparent’ and has specifically been approved by the Developer in writing.

d. Side Boundary Fences

Permit any fence to be erected on the common Side Boundaries between any Residential Lots within 1 (one) metre of the point where the side boundary meets the Road Boundary and providing the fence complies with the following requirements:

- i. The fence is a maximum of 1.2 metres in height within 1 metre of the point where the ‘Side Boundary’ meets the ‘Road Boundary’, and
- ii. The fence is raked at an angle of 30 degrees until it reaches its maximum height of 1.8 metres above finished ground level.
- iii. Notwithstanding clauses 2.1d (i) and (ii) above, the common ‘Side Boundary’ fences between the following Lots shall be exempt from the provisions of

these clauses: Lots 4415:4416, 4428: 4429, 4429: 4430, 4433: 4434, 4458: 4471, 4461:4462, 4467:4468 and 4469:4470.

e. Springs Road Boundary Fences

In respect of Lots 4444, 4445 and 4448 to 4457;

- i. Remove or modify the council consented and approved fences on the Springs Road Boundary; and
- ii. Build or permit to be built any building or structure within (2) two metres of the Springs Road Boundary fence. In this context a building or structure shall not include a swimming pool or any structure for the sole purpose of which is for landscaping but shall include any additional fencing, nor shall it be permitted to hang, attach, fix or adorn the Springs Road boundary fence with any landscaping accompaniment such as artificial or live fencing, bamboo fencing, additional screening or other infill features designed to increase road privacy.

f. Entrance Feature Sign

In respect of Lot 4457 and that area marked as "L" on DP 579597 remove, or permit to be removed, altered, defaced, screened, or further fenced, or landscaped the entrance signage feature and associated landscaping on the Lot.

2.2 Local Authority Fencing Standards

- a. For Medium Density Lots – unless a resource consent has been granted otherwise, all fencing and development activities shall proceed in accordance with the rules for permitted activities in the Living Z zone Small Lot Medium Density Area. This provision shall be protected additionally by consent notice by Selwyn District Council.

2.3 Construction Fencing

Commence construction until temporary fencing has been erected on the entire length of all unfenced boundaries. The temporary fence must comprise removable wire or shade cloth (or other see-through material), be a minimum of 1.2 metres in height and have a rigid frame and in all circumstances be acceptable to the Developer at their sole discretion, and provide only one vehicle access to the lot from the road or right-of-way.

2.4 Construction Zone Areas

Commence construction until a vehicle crossing of no more than 4 (four) metres width has been installed in a position approved by the Covenantor, the kerb cut down at the crossing and the driveway from the road to the Lot formed and suitable based. The Covenantor shall not make any use of the adjoining Lots (whether occupied or not), any berms (except at designated crossings) or footpaths for construction work or for access by vehicles.

2.5 Health and Safety Requirements

Permit any construction unless the building site complies with the requirements of the Health and Safety in Employment Act 1992 (or any enactment passed in its substitution) at all times.

2.6	Delivery of Materials Undertake or permit during the course of construction the loading, unloading, delivery, or storage of building materials other than within the boundaries of the Lot.
2.7	Building Rubbish Carry out any construction unless an adequate rubbish skip is present at all times (and regularly emptied or replaced) nor allow during the course of construction any rubbish to blow outside the boundaries of the Lot.
2.8	Washing of Vehicles During the course of construction allow any vehicles to be washed down other than within the boundaries of the Lot.
2.9	Portable Toilet Facility Permit the Covenantor's construction workers or contractors to use the property or any other area on the Plan for toileting purposes. Prior to construction commencing, the Covenantor shall provide a suitable portable toilet facility for use by the Covenantor's construction workers and contractors.
3.	DISPUTES RESOLUTION
3.1	Except as relates to the exercise of any discretion, opinion, approval or consent requested of the Covenantee under these covenants, if any dispute arises between the parties concerning the covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.
3.2	If the dispute is not resolved within 20 (twenty) working days of the date on which the parties began their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.
3.3	If an arbitrator cannot be agreed upon within a further 10 (ten) days, then an independent arbitrator will be appointed by the President for the time being of the Canterbury branch of the New Zealand law society.
3.4	Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.