



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R. W. Muir
Registrar-General
of Land

Identifier 1114772
Land Registration District Canterbury
Date Issued 08 June 2023

Prior References
905399

Estate Fee Simple
Area 1442 square metres more or less
Legal Description Lot 69 Deposited Plan 587485

Registered Owners
Cadmac Trustee Company Limited

Interests

Land Covenant in Easement Instrument 9335783.9 - 25.6.2013 at 5:23 pm
12719046.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 8.6.2023 at 9:03 am
Fencing Agreement in Covenant 12719046.8 - 8.6.2023 at 9:03 am
Land Covenant (in gross) in favour of Ashburton District Council created by Covenant Instrument 12719046.9 affecting part marked AE on DP 587485 - 8.6.2023 at 9:03 am
Land Covenant in Covenant Instrument 12719046.10 - 8.6.2023 at 9:03 am



T 1/4

Vesting notes added 27/6/2023, refer Landonline Request 1861066.

Title Plan
LT 587485
Approved on: 18/04/2023

Surveyor: Andrzej Michal Jaranowski
Firm: Graham Surveying Limited

Diag. AD
Diag. AC
Diag. AB
Diag. AA
Diag. SA
Diag. SB
Diag. SC
Diag. SD
Diag. SE
Diag. SF
Diag. SG
Diag. SH
Diag. SI
Diag. SL
Diag. SM
Diag. SN
Diag. EA
Diag. EB
Diag. EC
Diag. ED
Diag. EE
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Diag. EI
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Diag. EK
Diag. EL
Diag. EM
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Diag. EP
Diag. EQ
Diag. ER
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Diag. EU
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Diag. EX
Diag. EY
Diag. EZ

Land District: Canterbury
Digitally Generated Plan
Generated on: 27/06/2023 11:15am Page 5 of 8

Lots 1, 65-92, 126-139, 309, 310, 504 & 506 Being A Subdivision of Lot 1004 DP 540331

View Instrument Details



Instrument No 12719046.10
Status Registered
Date & Time Lodged 08 June 2023 09:03
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 |
|----------------------------------|----------------------|
| 1114768 | Canterbury |
| 1114769 | Canterbury |
| 1114770 | Canterbury |
| 1114771 | Canterbury |
| 1114772 | Canterbury |
| 1114773 | Canterbury |
| 1114774 | Canterbury |
| 1114775 | Canterbury |
| 1114776 | Canterbury |
| 1114777 | Canterbury |
| 1114778 | Canterbury |
| 1114779 | Canterbury |
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| 1114801 | Canterbury |
| 1114802 | Canterbury |
| 1114803 | Canterbury |
| 1114804 | Canterbury |
| 1114805 | Canterbury |
| 1114806 | Canterbury |
| 1114807 | Canterbury |
| 1114808 | Canterbury |
| 1114809 | Canterbury |

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 03/07/2023 09:12 AM

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 03/07/2023 09:12 AM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

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
required

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 |
|---------------------------|------------------------|---|---|
| Restrictive Land Covenant | DP 587485 | Lots 65 to 92 Deposited Plan 587485 (inclusive) (Records of Title 1114768 to 1114795 inclusive); and Lots 126 – 139 Deposit Plan 587485 (inclusive) (Records of Title 1114796 to 1114809 inclusive) | Lots 65 to 92 Deposited Plan 587485 (inclusive) (Records of Title 1114768 to 1114795 inclusive); and Lots 126 – 139 Deposit Plan 587485 (inclusive) (Records of Title 1114796 to 1114809 inclusive) |

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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 A].



Schedule A

1. LAND COVENANTS

- 1.1. The Covenantor wishes to establish the Camrose Estates Subdivision as a modern and well-designed subdivision. To achieve this, the Covenantor covenants with the Covenantee as set out in this Covenant Instrument.
- 1.2. These Covenants shall continue to run for the benefit of all registered owners of the Lots [for 20 years from the date of registration of this Instrument], but subject to the provisions of clause 3.5 herein, after which date this Covenant Instrument shall be of no further effect (except and to the extent that any covenant in this Covenant Instrument is expressly noted as running forever).

2. INTERPRETATION

- 2.1 For the purposes of these Covenants:
 - a. "Accessory Building" means any garage, shed, verandah, deck, patio or other outbuildings forming part of or accompanying any Dwelling, whether such Accessory Building is detached or attached to the Dwelling;
 - b. "Allow" includes to do, facilitate, permit and suffer;
 - c. "Building" includes all structures, including (but not limited to) Dwellings and Accessory Buildings;
 - d. "Building Line Setback" – means the building line setback areas shown as SA to SN (all inclusive) on Lots 65 to 74 and Lots 131 to 134 (all inclusive) on Deposited Plan 587485.
 - e. "Construct" and "Construction" includes to install, erect, build, relocate, repair, renovate or replace, place on any Lot or on any Building and also includes "Allow to Construct"
 - f. "Covenantor" and "Covenantee" include the registered owner(s) for the time being of any Lot (including for the avoidance of doubt its successors in title);
 - g. "Developer" means Camrose Estates Limited or its nominee or any related or associated company of the Developer;
 - h. "Dwelling" means a private dwelling house to be used for residential purposes and may include an internal garage;
 - i. "Lot" and/or "Lots" (as the context permits) means any lot having the burden and/or the benefit of these

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Covenants as described in Schedule A;

- j. "Subdivision" means the Camrose Estates Subdivision at Methven, New Zealand undertaken by the Developer including any adjoining or other property the Developer may own or subsequently purchase to progress or extend the Subdivision.

2.2 The headings used in this document are for convenience only and do not form part of the Covenants nor are they to be used in interpretation of the Covenants.

3. COVENANTS

Building Design Controls

3.1 The Covenantor shall:

- a. Not Construct a single Dwelling on any Lot less than 170m² in gross internal floor area including any internal garage but excluding any other Accessory Buildings;
- b. Not Construct more than one Dwelling per 250m² of net site area of any Lot other than pursuant to a comprehensive site development plan previously approved in writing by the Developer pursuant to this Covenant Instrument. This restriction shall not apply for Lots 65-74 and Lots 131-134 (all inclusive), where the Covenantor shall not construct more than one dwelling per 1,000m² of net site area, other than pursuant to a comprehensive site development plan previously approved in writing by the Developer, pursuant to this covenant instrument. The Dwellings in any such comprehensive site development plan shall not occupy a site coverage (as defined by Ashburton District Council) of more than 50% and shall be no more than two storeys high and each Dwelling shall not be less than 100m² in gross internal floor area including an internal garage but excluding any other Accessory Buildings.
- c. Not further subdivide Lots 65-74 and Lots 131-134 (all inclusive).
- d. Not have any Building and / or Accessory Building on areas SA to SN (all inclusive) on Lots 65-74 and Lots 131-134 (all inclusive).
- e. Not Allow Construction of any Building unless the specification and site plans are previously approved in writing by the Developer to ensure that its aesthetic standards are maintained and that the covenants in this Covenant Instrument are being observed. In considering such approval, the Developer may take into account such matters it, in its sole discretion, considers appropriate including but not limited to the following:
 - i. Height
 - ii. Siting on the Lot
 - iii. Size
 - iv. External design (including roofs, fences, walls and screens)
 - v. The relevance of the height, siting and external design to natural light, view and privacy for adjoining registered owners
 - vi. Concept
 - vii. Architecture
 - viii. External materials
 - ix. Colour scheme
- f. Not Construct any Building using kiln fired brick, recycled brick, concrete brick, concrete blocks, plastered textured finish, timber or prefinished metal weatherboard bonded to solid timber boards (e.g. Lockwood type construction) unless previously approved in writing by the Developer. Any Building 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;

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- g. Design and finish Accessory Buildings to be visually consistent with the Dwelling and landscaping;
- h. Use only such roofing materials that 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;
- i. Not Allow on any Lot any form of temporary or mobile accommodation or storage structure (e.g., caravan, campervan, freight container, shed, hut or other structure) unless required during the course of Construction and removed upon the issue of a Code Compliance Certificate for the Dwelling;
- j. Not 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;
- k. Not Allow 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 Building within twelve months of Construction commencement;
- l. Construct a letterbox when the Dwelling has been completed with a design, colour and cladding that is visually consistent with the Dwelling and/or adjoining fence;
- m. Not Construct 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;
- n. Not Allow gas cylinders in a place or in a manner so that they are visible from the road frontage of any Lot.

Landscaping and Driveway

3.2 The Covenantor shall:

- a. Not Allow any grass exceeding 150mm in height or to otherwise becoming unsightly or a fire hazard;
- b. Complete the landscaping within six months of the issue of a Code Compliance Certificate for the Dwelling by providing lawns and/or paving, trees, shrubs, flowers or any two or more of these and to give preference to the use of local native vegetation and rocks;
- c. Construct a driveway within six months of the issue of a Code Compliance Certificate for the Dwelling in a permanent continuous surface of concrete, brick paving, tar sealing or similar and according to the plans and specifications stipulated by the Developer for each Lot;
- d. Not commence landscaping on the front boundaries of any corner Lot and/or road frontage of any Lot unless the plans relating to the landscaping have been previously approved in writing by the Developer;
- e. Not Allow damage to the footpaths and berms during or after the Construction and in order to avoid any damage, to Construct an effective temporary 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 driveway during Construction, 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 to the footpaths and berms caused by the Covenantor and/or its employees and contractors.

Fencing

3.3 Notwithstanding any other covenant in this Instrument, in relation to Lots 65-74 and 131-134 (all inclusive) that boundary State Highway 77, the Covenantor shall:

- a. Not alter or remove any existing Boundaryline Fencing Systems Post and Rail 3 Rail Fences (Boundaryline Fences) erected by the Developer provided however the Covenantor is permitted to use colour matched mesh on the Covenantor's side of the fence between the rails to keep pets or children contained within the Lot.

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- b. Not erect any other fence and/or wall on the boundary that adjoins State Highway 77;
- c. Maintain and re-stain in the same or similar colour as the Boundaryline Fences both sides of the posts and rails and immediately repair any damaged Boundaryline Fences to the same standard and design and using the same materials as originally used by the Developer.

3.4 The Covenantor shall not:

- a. Allow the Construction of any fence and/or wall:
 - i. 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;
 - ii. 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;
 - iii. on other side and rear boundaries of any Lot to a height of more than 1.8 metres;
 - iv. on the front boundaries of any corner Lot and/or road frontage of any Lot unless the design, height, materials and colour of such fences are previously approved in writing by the Developer to ensure that consistent aesthetic standards are maintained;
 - v. on any Lot boundary constructed of corrugated iron, colour steel or similar product, wire mesh, wire or cemented board sheeting;
 - vi. on any Lot road frontage constructed of corrugated iron, colour steel or similar product, wire mesh, wire or cemented board sheeting, or undressed timber;
- b. Call upon the Developer (whether or not the Developer is the registered owner of any adjoining Lot) nor Ashburton District Council (as the case may be) to pay for or contribute towards the cost of Construction or maintenance of any fence between the Covenantor's Lot and any adjoining Lot or Ashburton District Council reserve or road.

3.5 In accordance with clause 1.2 of this Covenant Instrument, the covenants in clause 3.1b, 3.1c, 3.3 and 3.4b of this Covenant Instrument shall run forever.

General Covenants

3.6 The Covenantor shall not:

- a. Subdivide any Lot into separate lots or parcels of land whether by way of freehold subdivision, a boundary adjustment with an adjoining Lot or property, cross lease, unit title or in any other way.
- b. Allow any rubbish or waste material to accumulate or be placed on any Lot or to become unsightly or a fire hazard;
- c. Oppose, frustrate or take any action, or encourage or cause others to oppose, frustrate or take any action, that might in any way prevent or hinder the Developer (or its successors in title) from progressing and completing the Subdivision, effecting any zone change, subdivision and/or development or obtaining any resource consents to give effect to the Subdivision. In accordance with clause 1.2 of this Covenant Instrument, this covenant shall run forever and applies (without limitation) to any resource consent or building consent application, Environment Court application or other necessary consent process involving the Subdivision (including appeals and applies to any property the Developer may own or subsequently purchase to progress or extend the Subdivision).

4. ENFORCEMENT

- 4.1 If there should be any breach or non-observance of any of the covenants and without prejudice to any other liability which the Covenantor may have to any person having the benefit of the covenants in this Covenant

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Instrument the Covenantor will upon written demand being made by the Developer or any of the registered owners of the Lots:

- a. remove or cause to be removed from the Lot any Building Constructed on the Lot in breach or non-observance of the covenants in this Covenant Instrument;
- b. replace any building material used in breach or non-observance of the covenants in this Covenant Instrument with approved materials.

4.2 Notwithstanding any other provision in this Covenant Instrument, the Developer;

- a. shall neither be required nor liable to enforce the Covenants nor answerable to the Covenantee for the breach of any Covenant binding any of the Lots;
- b. 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 writing;
- c. 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);
- d. 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.

5. DISPUTES

- 5.1 Except as relates to the exercise of any discretion, opinion or consent requested of the Developer under these covenants, and without prejudice to the enforcement of the provisions of this Covenant Instrument, if any dispute shall arise concerning the covenants, then the parties to the dispute shall enter into negotiations in good faith to resolve such dispute.
- 5.2 If the dispute is not resolved within 20 working days from the date on which the parties begin 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.p
- 5.3 If the appointment of a single arbitrator cannot be agreed upon within a further period of 10 days, then an independent arbitrator shall be appointed by the President for the time being of the Canterbury Westland Branch of the New Zealand Law Society on the application of either party.
- 5.4 The arbitrator shall determine the dispute in accordance with the provisions of the Arbitration Act 1996 (and its amendments) or any enactment passed in substitution.

View Instrument Details



Instrument No 12719046.8
Status Registered
Date & Time Lodged 08 June 2023 09:03
Lodged By Fitzgerald, Kylie Lynda
Instrument Type Covenant (All types except Land covenants)



| Affected Records of Title | Land District |
|---------------------------|---------------|
| 1114768 | Canterbury |
| 1114769 | Canterbury |
| 1114770 | Canterbury |
| 1114771 | Canterbury |
| 1114772 | Canterbury |
| 1114773 | Canterbury |
| 1114774 | Canterbury |
| 1114775 | Canterbury |
| 1114776 | Canterbury |
| 1114777 | Canterbury |
| 1114801 | Canterbury |
| 1114802 | Canterbury |
| 1114803 | Canterbury |
| 1114804 | Canterbury |
| 1115393 | Canterbury |
| 1122332 | Canterbury |

Annexure Schedule Contains 1 Pages.

Signature

Signed by Angela Jean McKay as Grantor/Grantee Representative on 20/07/2023 03:59 PM

*** End of Report ***

FENCING COVENANT

Parties

ASHBURTON DISTRICT COUNCIL (the Council)

CAMROSE ESTATES LIMITED (the Owner)

Background

- A. The Owner is the registered owner of the following land (the **Burdened Land**):
- i. Lot 65 Deposited Plan 587485 being that land contained in Record of Title 1114768;
 - ii. Lot 66 Deposited Plan 587485 being that land contained in Record of Title 1114769;
 - iii. Lot 67 Deposited Plan 587485 being that land contained in Record of Title 1114770;
 - iv. Lot 68 Deposited Plan 587485 being that land contained in Record of Title 1114771;
 - v. Lot 69 Deposited Plan 587485 being that land contained in Record of Title 1114772;
 - vi. Lot 70 Deposited Plan 587485 being that land contained in Record of Title 1114773;
 - vii. Lot 71 Deposited Plan 587485 being that land contained in Record of Title 1114774;
 - viii. Lot 72 Deposited Plan 587485 being that land contained in Record of Title 1114775;
 - ix. Lot 73 Deposited Plan 587485 being that land contained in Record of Title 1114776;
 - x. Lot 74 Deposited Plan 587485 being that land contained in Record of Title 1114777;
 - xi. Lot 131 Deposited Plan 587485 being that land contained in Record of Title 1114801;
 - xii. Lot 132 Deposited Plan 587485 being that land contained in Record of Title 1114802;
 - xiii. Lot 133 Deposited Plan 587485 being that land contained in Record of Title 1114803; and
 - xiv. Lot 134 Deposited Plan 587485 being that land contained in Record of Title 1114804.
- B. The following land is vested to Council as local purpose reserve and subject to the Reserves Act 1977 (the **Reserves**):
- a. Lot 309 Deposited Plan 587485 being that land contained in Record of Title 1115393;
 - b. Lot 310 Deposited Plan 587485 being that land contained in Record of Title 1122332.
- C. The Council and the Owner agree that the Reserves shall have the benefit of a fencing covenant pursuant to the Fencing Act 1978 (the **Act**).

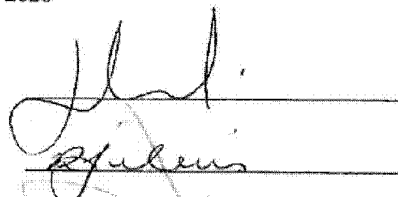
Terms of the Covenant

1. The Burdened Land shall be bound by a fencing covenant within the meaning of section 2 of the Act for the benefit of the Reserves.
2. The registered owner of the Burdened Land covenants that it shall not call upon the Council to pay for or contribute towards the cost of erection, replacement, repair and/or maintenance of a fence (in whole or in part) and the preparation of land along or on either side of a boundary between the Reserves, and any adjoining Burdened Land.
3. Any fence that is constructed between Lot 310 Deposited Plan 587485 and the adjoining Burdened Land shall have a maximum height of either 1.2m, or 1.8m if the fence is at least 50% visually permeable.
4. The provisions in section 6(1) of the Act do not apply and this Covenant shall be binding upon the registered owners for the time being of the Burdened Land and will continue to run forever.

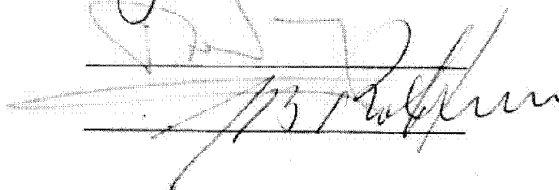
Dated the 20th day of July 2023

Execution

Signed by Ashburton District Council
By its Authorised Signatories



Signed by Camrose Estates Limited
By two Directors



View Instrument Details



Instrument No 12719046.9
Status Registered
Date & Time Lodged 08 June 2023 09:03
Lodged By Fitzgerald, Kylie Lynda
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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| 1114776 | Canterbury |
| 1114777 | Canterbury |
| 1114801 | Canterbury |
| 1114802 | Canterbury |
| 1114803 | Canterbury |
| 1114804 | Canterbury |

Annexure Schedule Contains 5 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 06/07/2023 09:20 AM

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 06/07/2023 09:20 AM

*** End of Report ***

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

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

Covenantor**Camrose Estates Limited****Covenantee****Ashburton District Council****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 | "AA" on DP 587485 | Lot 65 DP 587485 (Record of Title 1114768) | In gross |
| | "AB" on DP 587485 | Lot 66 DP 587485 (Record of Title 1114769) | |
| | "AC" on DP 587485 | Lot 67 DP 587485 (Record of Title 1114770) | |
| | "AD" on DP 587485 | Lot 68 DP 587485 (Record of Title 1114771) | |
| | "AE" on DP 587485 | Lot 69 DP 587485 (Record of Title 1114772) | |
| | "AF" on DP 587485 | Lot 70 DP 587485 (Record of Title 1114773) | |
| | "AG" on DP 587485 | Lot 71 DP 587485 (Record of Title 1114774) | |
| | "AH" on DP 587485 | Lot 72 DP 587485 (Record of Title 1114775) | |
| | "AI" on DP 587485 | Lot 73 DP 587485 (Record of Title 1114776) | |

| | | | |
|--|-------------------|---|--|
| | "AJ" on DP 587485 | Lot 74 DP 587485 (Record of Title 1114777) | |
| | "AK" on DP 587485 | Lot 131 DP 587485 (Record of Title 1114801) | |
| | "AL" on DP 587485 | Lot 132 DP 587485 (Record of Title 11147802) | |
| | "AM" on DP 587485 | Lot 133 DP 587485 (Record of Title 11147803) | |
| | "AN" on DP 587485 | Lot 134 DP 587485 (Record of Title 11147804) | |

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 is the owner of the Land.
- B. The Covenantee wishes to protect and maintain the existing Street Trees on the Land adjacent to State Highway 77.
- C. The Covenantee wishes to register the Covenant to ensure the Covenantor does not damage, destroy or remove the existing Street Trees (or allow anyone else to), and to ensure the Covenantee can enter the Land for the purposes of maintaining, and replacement if necessary, of the Street Trees.

COVENANT TERMS

1. Interpretation

Covenant means all the covenants set out in this instrument.

Land means the Burdened Land listed in Schedule A.

Street Trees means the trees located in the areas marked 'AA', 'AB', 'AC', 'AD', 'AE', 'AF', 'AG', 'AH', 'AI', 'AJ', 'AK', 'AL', 'AM' and 'AN' on the attached plan and which are planted and maintained in accordance with the Covenants in this instrument.

2. General Covenants

- 2.1 The Covenantee wishes to maintain the Street Trees on the Land adjacent to State Highway 77. To achieve this, the Covenantor covenants with the Covenantee as set out below and agrees that such Covenants be noted against the Records of Title for the Land having the burden of these Covenants.
- 2.2 The Covenantor covenants and agrees:
 - a. To observe and perform the Covenants at all times;
 - b. That the Covenants shall run with and bind the Land in perpetuity for the benefit of the Covenantee in gross;
 - c. That the Covenant shall apply to any subdivided lots created from further subdivision of the Land; and
 - d. To indemnify the Covenantee against all claims and proceedings arising out of a breach of any of the Covenants and/or any of the Covenantor's obligations set out in this instrument.

3. Covenants Relating to Street Trees

- 3.1 The Covenantor shall:
 - a. Not remove, damage, prune or otherwise endanger the health of the Street Trees on the Land. For clarification, this covenant does not impose any obligation on the Covenantor to do any maintenance on the Street Tree, including watering or fertilising;
 - b. Not plant any other tree, or erect any building or structure (including any hardsurfacing), within 5 metres of any Street Tree;
 - c. Allow the Covenantee unrestricted access onto the Land through the most practical route at any reasonable time to carry out the Covenantee's obligations under this Covenant. The Covenantee shall give the Covenantor a minimum of 24 hours notice prior to entering the Land, unless entry onto the Land is required due to an emergency; and
 - d. Not allow, instruct nor enable any other person to act in breach of the Covenants.

3.2 The Covenantee shall:

- a. Carry out inspections, maintenance and pruning of the Street Trees when deemed necessary by the Covenantee, at the Covenantee's cost. The Covenantee shall ensure it carries out its obligations under this Covenant in accordance with good arboriculture practice;
- b. At the Covenantee's discretion, decide whether to replace any dying, dead or diseased Street Trees with trees of the Covenantee's choice. Any replacement trees shall be suitable for the location and will be planted at the Covenantee's cost, unless, in the Covenantee's opinion, the Covenantor has deliberately and wilfully caused the existing tree to become diseased or to die. Where a Street Tree has become diseased or died due to the Covenantor's deliberate and wilful actions, the Covenantee shall invoice the Covenantor for the cost of replacing the Street Tree;
- c. Following a request from the Covenantor, remove part of any dangerous or hazardous Street Tree from the Land, where the Covenantee agrees part of the Street Tree is dangerous or hazardous to the Covenantor, any other person or their property; and
- d. Not be responsible for any fencing to protect the Street Trees, nor to supply any irrigation equipment or water source to water the Street Trees.
- e. In the event the Covenantee causes any damage to the Land while the Covenantee is discharging any of its obligations under clause 3.2, the Covenantee shall make good any damage done to the Land, any buildings, structures or other articles or things on the Land by restoring or repairing the Land, buildings, structures, articles or things as near as possible to their former condition, at the Covenantee's cost.

4. Enforcement

- 4.1** If there is any breach or non-observance of any of the foregoing Covenants, the Covenantor in breach shall undertake any action to remedy any breach immediately upon receipt of a breach notice from the Covenantee, at the Covenantor's sole cost.

5. Dispute Resolution

- 5.1** Without prejudice to the Enforcement provisions of this Covenant, if any dispute arises between or among the parties concerning the Covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.
- 5.2** If the dispute is not resolved within twenty working days from the date on which the parties begin their negotiations, then the parties shall submit the dispute to arbitration by an independent arbitrator appointed jointly between the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.
- 5.3** If an arbitrator cannot be agreed upon within a further ten working days, then the independent arbitrator will be appointed by the President of the time being of the Canterbury Westland Branch of the New Zealand Law Society (or his/her nominee).
- 5.4** Such arbitration shall be determined in accordance with the Arbitration Act 1996 (and its Amendments or any enactment passed in its substitution).

