

View Instrument Details



Instrument No 11434935.2
Status Registered
Date & Time Lodged 20 May 2019 17:06
Lodged By Davies, James Christopher
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



| Affected Records of Title | Land District |
|---------------------------|---------------|
| 861348 | Canterbury |
| 861349 | Canterbury |
| 861350 | Canterbury |
| 861351 | 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 James Christopher Davies as Covenantor Representative on 20/05/2019 04:36 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 James Christopher Davies as Covenantee Representative on 20/05/2019 04:36 PM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6263
COVENANT INSTRUMENT TO NOTE LAND COVENANT
 Sections 116(1)(a) & (b) Land Transfer Act 2017

**Covenantor***Surname(s) must be underlined or in CAPITALS.*

Westpark Rangiora Limited

Covenantee*Surname(s) must be underlined or in CAPITALS.*

Westpark Rangiora 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*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 and Building Covenants | | 861348-861351 (inclusive) | 861348-861351 (inclusive) |

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** _____].

Annexe schedule A**Restrictive & Building Covenants for WESTPARK Rangiora****Background**

The purpose of these covenants is to protect the character and appearance of all of the lots at Westpark Rangiora ("Development"). The covenants last until 30th April 2028 at which time they will no longer apply. These covenants will be registered on the title for each lot at Westpark Rangiora.

Operative part

1. **Covenants** – The Registered Proprietor of each lot ("Owner") covenants:
 - 1.1. **One house per lot** – To erect only one dwelling unit on the lot the minimum size of which must be:

| Stage 7 Medium Density Lots | |
|--|---|
| Lot Size | Minimum Dwelling Floor Area |
| Between 300m² and 399m² | 130m² |
| Between 400m² and 599m² | 140m² Council Consent Notice: Site Coverage <u>Lots 400m²-499.9m²</u> 40% for single level & <5.5M height 35% for any build > 5.5M height <u>Lots 500m²-599.9m²</u> 35% for single level & <5.5M height 35% for any build > 5.5M height |

The calculation of the floor area may include garaging under the same roof line but for the purposes of calculating the floor areas under this clause, the maximum garaging area to be used in the floor area calculation shall be 40m².

Westpark Rangiora Limited ("Westpark") may in its sole, absolute and unfettered discretion approve any plans outside of these conditions – any approval does not create a precedent for any other lot.

- 1.2. **No subdivision** -- Not to subdivide any lot provided that Westpark or its nominee shall in its sole and absolute discretion, retain the right at all times to further subdivide or approve any other subdivision of any lot in the Development.
- 1.3. **Adhere to design guidelines** -- To fully adhere to the New Building Design Guidelines produced from time to time by Westpark in respect of the Development ("Design Guidelines").
- 1.4. **Approval of building plans** –
 - (a) Prior to:
 - (i) Applying for a building consent from the relevant statutory authority;
 - (ii) Undertaking any work to the lot; or

- (iii) Erecting any improvements on the lot

the Owner must submit to Westpark for approval in writing:

- (iv) The proposed floor plan, siting, schedule of external finishes, colours, materials of any building (as that term is defined in the Building Act 2004) proposed to be erected on the lot
 - (v) The landscaping plan for the lot including any fences, walls, wind breaks, washing lines, satellite dishes, letterbox, street or house numbering, driveway or paths;
 - (vi) The design of any gates or fences proposed to be installed; and
 - (vii) The proposed access from the public roadway and proposed off street car parking.
- (b) In considering such approval, Westpark or its nominee may take into account the following matters relating to the dwelling house and any other accessory buildings as it, in its sole discretion considers appropriate:
- (i) Height.
 - (ii) Siting on the lot.
 - (iii) External design (including roofs, fences, screens).
 - (iv) The effect of the proposed dwelling on the natural light, views and privacy of any adjacent or other affected lot.
 - (v) Architectural design.
 - (vi) External cladding materials.
 - (vii) Colours and colour schemes.
- (c) Any decision on whether or not to approve any design, specification or feature shall be made at the sole and absolute discretion of Westpark or its nominee.

1.5 Building work -- During the construction of the approved building plans:

- (a) To follow strictly the plans approved by Westpark and seek Westpark's consent to any variation to such plans;
- (b) To ensure the dwelling is built on site;
- (c) Not to allow re-locatable, kitset homes or second-hand building materials without specific written approval from Westpark;
- (d) To complete the building work within 12 months of the date of start of construction;
- (e) To complete all visible (from the road frontage) landscaping, driveways & pathways which are to be sealed or concreted within 12 months of the date of start of construction;
- (f) Not to permit any construction works or contractors to use any of the lot or any other lot in the Development for toileting purposes. Prior to commencing building work the owner or builder will provide a suitable portable toilet facility;
- (g) Not to permit any building materials to be placed outside the lot;.
- (h) Not to permit the lot to be occupied or used as a residence prior to:
 - (i) The dwelling being completed (including driveways, pathways, landscaping that is visible from the road frontage); and
 - (ii) A Code of Compliance in respect of the dwelling being issued by the relevant Territorial Authority

- (i) Prior to building work commencing, the Owner will erect any boundary fences required (excluding road frontage). Such fences are to be constructed to the design and materials as specified and detailed in the Design Guidelines. Side and Road frontage fencing must be set back 1 metre from the roadside boundary-line with the exception of corner Lots. Fencing of any other material or design must be approved in writing by Westpark; and
- (j) The Owner agrees to partially construct the berm and kerb crossing, including road metalling prior to building construction commencing.

1.6 General provisions -- At all times:

- (a) **No temporary accommodation** -- Not to permit any caravans, RV vehicle, huts, garages, sheds or any other thing to be used on the lot for human habitation without first obtaining the consent of Westpark;
- (b) **No commercial or other activity** -- Not to use any of the lot, without first obtaining the consent of Westpark:
 - (i) For any commercial activities;
 - (ii) For the storage or use of commercial vehicles, plant or machinery, storage containers other than of a domestic nature;
 - (iii) For lease or licence to any other party;
 - (iv) For any signage or advertising hoardings or other signs;
- (c) **Survey pegs or markers on the lot** -- Not to interfere with, remove or damage any survey pegs or markers on the lot or Development and if such pegs are interfered with, removed or damaged then the Owner will reimburse Westpark for all costs and expenses in having such pegs or markers replaced by a registered surveyor.
- (d) **No noxious or dangerous activity** -- Not to permit any of the lot to be used for:
 - (i) Any noxious or dangerous activities;
 - (ii) Any activity that is not permitted by the District or Regional Councils; or
 - (iii) The storage of rubbish (including abandoned or unsightly vehicles) or any noxious or dangerous things;
- (e) **Maintenance** -- To:
 - (i) Maintain the improvements made to the lot to a standard in keeping with the development as a premium residential subdivision;
 - (ii) Keep the vacant lot tidy, rubbish free and grass mown to under 100mm in height;
 - (iii) Remove all weeds and rubbish promptly and maintain all plants in accordance with good horticulture practices; and
 - (iv) Maintain all trees in accordance with good arboriculture practices;
- (f) **Animals** - Not to
 - (i) Keep pigs, chickens or noisy or smelly animals of an odorous nature on the lot, nor operate any commercial activity by the keeping of such animals. The keeping of pigeons is expressly prohibited; or
 - (ii) Keep any dog or other pet on the lot which is likely to cause nuisance or annoyance to other neighbouring occupiers, or detract from the Development and, in particular, the Owner shall not keep on the property any dog which in whole or part appears to be a Pit-Bull, Rottweiler or Doberman Pinscher or any vicious or dangerous dog; and

(g) **Interests on the certificate of title for the section** -- To adhere strictly with the requirements in any consent notice, encumbrance, order or other interest registered on the Certificate of Title for the lot; and

(h) **Boundary fencing** — Where:

(i) The owner of an adjoining lot erects a boundary fence;

(ii) Such fence is approved by Westpark or adheres with the Design Guidelines; and

(iii) The Owner is the owner of the adjoining lot when the fence is erected

then the Owner (but not Westpark where it owns such adjoining lot) must, within 5 working days (as that term is defined in section 29 of the Interpretation Act 1999) ("Working Days") of demand of such adjoining lot owner, pay half the cost of such boundary fence.

The owner who erects the fence is a designated person for the purposes of section 4 of the Contracts (Privity) Act 1982 and the provisions of this clause of this covenant is deemed a contract for the purposes of the Contracts (Privity) Act 1982.

2. **Approvals**

2.1 All approvals or consents required by these Covenants must be in writing from Westpark and may be given, given subject to such conditions or refused in the sole, absolute and unfettered discretion of Westpark. Any approval given does not create a precedent for any other lot.

2.2 Westpark may appoint any person it considers suitably qualified to carry out any of its functions under this covenant.

2.3 Westpark or its appointee is not responsible or liable to any person for any action it takes or fails to take under this instrument.

3. **Enforcement** -- Where the Owner breaches a covenant or does not comply with any covenant then Westpark may by notice to the Owner require the Owner to remedy such breach or non-compliance. If within 14 Working Days of the Owner's receipt of such notice, the Owner has not remedied the breach or non-compliance then Westpark may engage a suitably qualified person to enter the lot to carry out work necessary to achieve compliance with the covenants and may recover as a debt due from the defaulting Owner all costs incurred by Westpark in remedying the breach or non-compliance.

4. **Dispute resolution** -- If any dispute arises concerning the Covenants in clause 1 or this instrument more generally then the parties shall enter into negotiations in good faith to attempt to resolve the dispute. If the dispute is not resolved within 20 Working Days from the date on which the parties begin their negotiations, then either party may by notice to the other require the dispute to be referred to the arbitration of an independent arbitrator appointed jointly by the parties. If an arbitrator cannot be agreed upon within 10 Working Days of the initiator's notice of arbitration then an independent arbitrator will be appointed by the President for the time being of the New Zealand Law Society. Such arbitration will be determined in accordance with the Arbitration Act 1996 or any enactment passed in its substitution and will be binding on the parties.

5. **Expiry** -- The covenants contained in the clause 1 and this instrument more generally will remain in force until 5:00 pm on 30th April 2028 and thereafter will expire and be of no further force or effect.

6. **Notices** -- Any notice required to be made or served under this covenant is to be in writing signed by the party giving the notice or by any officer or solicitor of that party and served in accordance with the provisions of section 353 of the Property Law Act 2007 or sent by e-mail (in which case it is delivered when a read receipt is received by the sender of the e-mail).