View Instrument Details

Instrument No	12722685.9
Status	Registered
Date & Time Lodged	18 May 2023 16:39
Lodged By	Bates, Chelsea Louvain
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
1117591	Canterbury
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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 Sarah Clare OGorman as Covenantor Representative on 16/05/2023 02:12 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 Sarah Clare OGorman as Covenantee Representative on 16/05/2023 02:12 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.*

FULTON HOGAN LAND DEVELOPMENT LIMITED

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

FULTON HOGAN LAND DEVELOPMENT 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
Land Covenant		**Lots 586-591, 613-620, 633-637, 659-665, 670-674, 678-682, 876, 877, 890-896, 927, 928 and 938-945 DP588141 (1117591-1117645)**	**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.]~~

[Annexure Schedule].

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ANNEXURE SCHEDULE

1. The Covenantor covenants with the Covenantee that the Covenantor shall:

   (a) Not permit any works to be carried out on the site (including site preparation) prior to the erection and completion of all side, front and rear boundary fences (complying with clauses 1(l) and 1(m) below) or, where permanent fencing is not being erected, temporary fencing shall be installed and removed prior to occupation of the dwelling;

   (b) Complete the vehicle access from the road to the Burdened Land (including berm and kerb crossing) up to and including metalling or sealing prior to construction of the dwelling in accordance with plans approved by the Covenantee;

   (c) Only have vehicle access to the Burdened Land over the area allocated for vehicle access (including the berm and kerb crossing) on plans approved by the Covenantee;

   (d) Not permit the Burdened Land to be occupied or used as a residence either prior to the dwelling being completed (including the construction of driveways, pathways, the erection of a letterbox and the landscaping and seeding of lawns visible from the road boundary, the completion of all side and rear fences in compliance with clause 1(m) below) or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles for human occupation;

   (e) Complete any buildings within 9 months of laying down the foundations for such buildings, and, within 12 months of laying down such foundations the Covenantor shall complete all ancillary works such as fencing and landscaping;

   (f) Not erect any building other than a dwelling house or ancillary buildings in accordance with plans (including site plan, landscape plan and external colour scheme) that have been approved by the Covenantee, or the Covenantee's nominated agent, in its sole discretion prior to the commencement of building;

   (g) Not, without the Covenantee's prior written consent, include windows having a combined area of less than 2m² on the façade of the dwelling house which fronts the road. This covenant shall not apply to any dwelling house located on a rear lot where the front boundary of that lot is not shared with a road or right of way boundary.

   (h) Reinstate, replace and be responsible for all costs arising from any damage to landscaping, berms, roading, footpaths, kerbs, concrete or other structures in the subdivision arising directly or indirectly from the use of the Burdened Land by the Covenantor or its occupiers, agents or invitees;

   (i) At the time of completing landscaping on the Burdened Land re-seed the berm in front of the Burdened Land with a seed of a similar variety;

   (j) Not transport or allow to be placed on the Burdened Land any pre-lived in or pre-built building nor, without the Covenantee's prior written consent erect or permit to be erected on the Burdened Land any flatpack house or deconstructed house;

   (k) Not use or permit to be used any second-hand materials without the Covenantee's prior written consent;

(l) Not erect or permit to be erected on the Burdened Land any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron or metal sheeting;

(m) Not erect or permit to be erected on the Burdened Land any fence or boundary wall on the internal boundaries of a height greater than 1.8m above the surrounding finished ground level;

(n) Not, without the Covenantee's prior written consent, erect or permit to be erected on the Burdened Land any dwelling house including garage having a floor area less than 175m^2.

In considering whether or not to grant consent for a smaller dwelling house, the Covenantee shall consider whether the dwelling house includes quality design features commonly found in larger dwellings.

(o) Not subdivide the Burdened Land. Subdivide shall have the meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991. An adjustment of the location of the boundary between two adjoining lots which increases or decreases the total area of each of the affected lots by no more than 100m^2 is permitted;

(p) Not use as a roofing material anything other than tiles (clay, ceramic, decromastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel;

(q) Not use as exterior cladding any material other than clay brick, recycled brick, stained or painted weatherboard, linear board, painted or sealed concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above;

(r) Not use a roofing material, guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products on any building;

(s) Not attach to or protrude from the front of the dwelling house, garage or other structure or establish within 6m of the road boundary of the Burdened Land any fixture that is visible from the road and that in the Covenantee's sole discretion is obtrusive including, but not limited to, air-conditioning units, television or radio aerials and gas bottles;

(t) Not permit any rubbish, including builders waste materials to accumulate or to be placed upon the Burdened Land, the berm in front of the Burdened Land or any adjoining land or permit grass or weeds to grow to a height exceeding 75mm or otherwise leave the Burdened Land or the berm in front of the Burdened Land in a condition that, in the Covenantee's sole discretion may be detrimental to the Covenantee's subdivision. The Covenantee shall have the right to remove any building materials from the Burdened Land, the berm in front of the Burdened Land or adjoining land, or to maintain the Burdened Land and the berm in front of the Burdened Land in a reasonable condition to avoid the Burdened Land being or becoming detrimental to the subdivision, with reasonable costs to be met by the Covenantor and payable on demand;

(u) Not remove or relocate from the Burdened Land any fence, tree or shrub constructed, installed or planted by the Covenantee without the written consent of the Covenantee;

(v) Not remove or relocate any tree installed by the Covenantee between the road and the Burdened Land without the prior written consent of the Covenantee. The removal or relocation of any such tree will be in the manner and form directed by the Covenantee and/or the Selwyn District Council and at the Covenantor's sole cost. This Covenant shall expire two (2) years from the issue of separate Record of Title for the Burdened Land.

(w) Not keep or raise any livestock, poultry, reptiles or animals of any kind or size on the Burdened Land or in any building other than domesticated household pets. The keeping of pigeons is expressly prohibited;

(x) Not permit the erection of any sign on the Burdened Land other than a professionally sign written and installed sign marketing the dwelling or section for sale. The Covenantee will only permit the erection of signage indicating a business if such signage is acceptable in the sole discretion of the Covenantee and prior written consent is obtained. The Covenantee shall have the right to remove any sign, which in its sole discretion is unacceptable without prior warning;

(y) Not permit the dwelling to be used as a show home without written consent of the Covenantee. The Covenantee shall retain sole discretion over the number of dwellings to be used for show home purposes.

2. In the event that the Covenantor disagrees with the exercise of the discretion by the Covenantee under clause 1(f) above, the matter shall be referred to a registered building/design professional mutually agreed between the Covenantor and Covenantee. The consent of the Covenantee shall be deemed to be given if such professional certifies that the proposed building(s) and improvements on the Burdened Land are appropriate and suitable for a high quality residential subdivision and will not have an adverse effect on other lots (existing or proposed) within the subdivision.

3. The Covenantee shall neither be required nor be liable to enforce the above covenants or any non-conformance of the above covenants.

4. The Covenantor covenants with the Covenantee that it will 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 Covenantee from progressing and completing the Covenantee's development plan, subdivision or land use consents needed to give effect to the development bounded by Edward Street and Ellesmere Road at Lincoln.

5. The Provisions of this Covenant (except clause 4) shall expire five years from the issue of a separate record of title for the Burdened Land.

6. In this instrument the following words have the following meanings:

"Covenantor" means and includes all persons executing this instrument as Covenantor, its subsidiaries and associated companies and their executors, administrators, assigns and successors in title; and

"Covenantee" means Fulton Hogan Land Development Limited and does not include its successors in title.