

Covenant Instrument to note land covenant

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

Covenantor

GOULD DEVELOPMENTS LIMITED

Covantee

GOULD DEVELOPMENTS LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covantee** (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	DP [TBC]	DP [TBC] (RT [TBC])	DP [TBC] (RT [TBC])

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 ____].

ANNEXURE SCHEDULE

SCOPE AND DEFINITIONS

1. The Covenantor covenants and agrees with the Covenantee in the manner set out below so that such covenants shall:
 - (a) Burden and run with each of the burdened lands; and
 - (b) Be for the benefit of and appurtenant to each of the benefited lands.
2. For the purposes of this instrument, the following terms have the following meaning (unless the context otherwise requires):
 - (a) "**comprehensive development lots**" means Lots [1007] and [1008] DP [x];
 - (b) "**developer**" means Gould Developments Limited or its nominee;
 - (c) "**erected**" and "**erection**" includes the installation of a relocatable dwelling;
 - (d) "**existing dwelling**" means any existing dwelling situated on an existing dwelling lot as at the date new separate records of title issue for each existing dwelling lot;
 - (e) "**existing dwelling lot**" means a lot to be created with existing dwelling situated on it being Lot [123] DP [x];
 - (f) "**fence**" includes a wall; and
 - (g) "**land**" means each of the burdened lands.

RESTRICTIONS ON DEVELOPMENT AND USE OF THE LAND

3. Subject to clauses 4 and 6, the Covenantor shall, in relation to any land owned by the Covenantor:

Dwelling Size and Garaging

- (a) Except for the comprehensive development lots, not erect or permit to be erected on the land any dwelling unless it complies with the following requirements:
 - (i) the dwelling has fully integrated garaging with (at least) a double garage, except where the land in a computer register is less than 430m² where a single garage is permitted;
 - (ii) the dwelling has a minimum floor area (including the floor area of the fully integrated garage) of:
 - (1) 130m² on land in a computer register containing between 400m² – 499m² (both inclusive);
 - (2) 140m² on land in a computer register containing between 500m² – 599m² (both inclusive);
 - (3) 160m² on land in a computer register containing between 600m² – 649m² (both inclusive); and
 - (4) 170m² on land in a computer register containing over 650m² or more.

Dwelling Construction

- (b) Ensure that the perimeter (on a horizontal plane) of the roof of any dwelling on the land shall not form a rectangle unless the roof contains at least one roof break or full valley.
- (c) Not use, or permit to be used, any exterior cladding on the dwelling other than kiln fired or concrete brick, stucco textured finish, stone, timber weatherboards, linea weatherboards, metal laminate on timber or any other cladding material which the developer consents to in writing. The use of second hand materials is specifically prohibited.
- (d) Not use metal clad roofing for any dwelling on the land unless it has been pre-painted or copper building materials for roofing or spouting and downpipes.

Restrictions on Improvements

- (e) Without limiting any other covenant, not permit any building to be erected on the land other than:
 - (i) a new dwelling (with a fully integrated garage);
 - (ii) a relocatable dwelling (with a fully integrated garage and a Code Compliance Certificate) that was previously a show home and has not been previously lived in; or
 - (iii) a building normally appurtenant to a residential dwelling, provided that any walls of the building visible from the road frontage of the land are the same material as the walls of the dwelling on the land.
- (f) Not erect or permit to be erected or placed on the land any carport unless attached and fully integrated into the roofline of the dwelling or garage on the land and screened from view from the road by fencing or landscaping approved by the developer.
- (g) Not erect or permit to be erected anything other than a single storey dwelling house on the land.

Approval of Design

- (h) Not do any work or permit any work for the erection of buildings, accessory buildings, fences, driveways or other improvements unless the plans and specifications and all other details of construction and finish as the developer in the developer's absolute discretion may require, have first been submitted to the developer and received the developer's written approval. Without limiting the above items requiring the developer's approval will include siting, size, lay-out and colour.

Additional Approval Requirements for Relocatable Dwellings

- (i) Not erect a relocatable dwelling without, first, (in addition to complying with all the other clauses in this instrument):
 - (i) Disclosing to the developer prior to signing the purchase contract that it is the purchaser's intention to relocate a dwelling onto the land and including a clause in the Agreement for Sale and Purchase stating that;
 - (ii) Submitting to the developer a landscaping plan for the land (showing the proposed fencing, driveway, paths and grassing) and obtaining the developers written approval of the landscaping plans;

- (iii) Constructing the foundations before moving the relocatable dwelling onto the land. The dwelling must be affixed to the foundations within one month of the relocatable dwelling being placed on the land;
- (iv) Paying a bond of \$10,000.00 to the developer's solicitor to be held until the Covenantor has complied with all aspects of the approved landscaping plan and the conditions contained in these land covenants and provided a copy of the Code Compliance Certificate for the erection of the relocatable on the land to the developer or its solicitor.

Restriction on further Subdivision

- (j) Except for the comprehensive development lots, not subdivide the land (as defined in the Resource Management Act 1991 or any replacement legislation) or amalgamate the land with other land.

Fencing

- (k) Without prejudice to clause 3(h), not erect or permit to be erected on the land a fence:
 - (i) that is other than a wooden post and rail fence with double overlapped wooden palings and wooden capping as is currently constructed on the southern boundary of Charles Major Road, Rolleston;
 - (ii) that does not comply with the Selwyn District Council requirements (as set out in the Selwyn District Plan or any consent notices registered against the record of title for the land), unless authorised by a resource consent;
 - (iii) that is higher than 1.8 metres above natural ground level at any point;
 - (iv) when it is between the front building façade of any dwelling on the land and any legal road or private right of way or shared access over which the land has legal access that is higher than 1 metre above the natural ground level;
 - (v) that is between the land and an adjoining reserve which is higher than 1.2 metres above the natural ground level at any point. If the fence is higher than 1.2 metres, it must be at least 50% visually transparent and shall not exceed a maximum height of 1.8 metres above the natural ground level at any point;
 - (vi) which, if it is a fence on land which has two legal road frontages exceeds 1.8 metres on the secondary road boundary.
- (l) Not call upon the developer to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the land and any adjoining land owned by the developer, provided that this covenant will not continue for the benefit of any subsequent registered proprietor of such adjoining land.
- (m) Not call upon Selwyn District Council to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the land and any adjoining reserve or other land owned by Selwyn District Council.

Building Timeframes and Crossings

- (n) Ensure that:
 - (i) any building is completed within nine months of laying down the foundations for such building and no building once under construction shall be left without substantial work being carried out for a period exceeding 3 months;

- (ii) entry and exit to and from the land during building is via a single entry/exit point on the land boundary of a maximum width of 4 metres which must be notified to and approved by the developer as part of the approval required under clause 3(h);
- (iii) Any other requirements for the construction of the dwelling and associated landscaping which form part of the developer's approval under clause 3(h) are complied with by the Covenantor.

Landscaping

- (o) Prior to occupying the dwelling on the land, complete all landscaping in accordance with the plans approved by the developer under clause 3(h) of this land covenant, including completing the driveways, footpaths, letterbox, lawns, gardens and planting of shrubs in the area in front of the dwelling on the land.

Maintenance of Appearance

- (p) Not permit any caravan, temporary building or other temporary structure to be erected on the land for any kind of permanent or temporary residential use, except any building that may be used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of the work.
- (q) Not permit any rubbish or noxious substance on the land and keep the land in a neat and tidy condition so that grass height shall not exceed 20 centimetres in length.
- (r) Not cut, trim, damage, remove or relocate any tree, shrub or plant on the road reserve without the prior approval of the developer and the Selwyn District Council.
- (s) Maintain all road reserves adjoining the land in a neat and tidy condition and immediately repair (to the satisfaction of the developer) any damage to the footpath and berms adjoining the land caused by the Covenantor or its contractors, employees, agents and invitees.

Satellite Dishes and Aerials

- (t) Not erect or allow to be erected any tower, radio, television, communication aerial or satellite dish on the land other than the standard broadcast radio or TV reception aerials or dishes. Any attachment to the dwelling and / or garage including, but not limited to TV aerials, solar hot water panels and masts shall be constructed in such a way as to be discreetly integrated with the design of such buildings so that they are not highly visible from any road or any other land.

Pets and Nuisance

- (u) Not allow any animal to be kept on or about the land which is likely to cause a nuisance or annoyance to occupiers of other land and, in particular, without otherwise limiting this restriction, shall not keep on or about the land any dog which in whole or in part appears to be a Pit Bull Terrier, Rottweiler or Doberman Pinscher.
- (v) Not use the land in any way which in the reasonable opinion of the developer detrimentally affects the amenities of the neighbourhood.

Monitoring

- (w) Allow the developer, its officers, employees or agents to enter onto the land at all reasonable times for the purposes of ensuring compliance with the covenants contained in this instrument and remedying any breaches thereof subject to the developer first giving 48 hours' prior written notice of its intention to enter on to the land. The developer shall not be responsible for any damage to the land or anything placed on the land as a result of the reasonable exercise of the developer's rights under this clause.

EXISTING DWELLING LOT

4. The Covenantor acknowledges and agrees that the covenants contained in clauses 3(a) to 3(h) (inclusive) and 3(n), 3(o) and 3(t) above do not apply to any existing dwelling located on an existing dwelling lot.
5. For the avoidance of doubt, if the owner of an existing dwelling lot demolishes the existing dwelling, all covenants contained in this land covenant (except for clause 4) shall apply to any new dwelling to be built on that existing dwelling lot.

COMPREHENSIVE DEVELOPMENT LOTS

6. The Covenantor acknowledges and agrees that the covenants contained in clauses 3(a) and 3(j) above do not apply to the comprehensive development lots.
7. The Covenantor covenants that the Covenantor shall not at any time oppose, obstruct or object in any way or provide support in any form to any person in opposition to, any planned proposal in respect of the subdivision and development of the comprehensive development lots. In particular the Covenantor shall not (without limitation):
 - (a) make, lodge, be party to or finance any request, complaint, submission, application, appeal or other proceeding which is designed, intended or likely to limit, prohibit or restrict the completion of the subdivision and development of the comprehensive development lots; or
 - (b) bring any proceedings in any Court or Tribunal for damages, negligence, nuisance, trespass or interference or otherwise arising as a result of the completion of the subdivision and development of the comprehensive development lots.

ENFORCEMENT

8. The developer shall not be required or obligated to enforce all or any of the foregoing covenants, stipulations and restrictions, nor will the developer be liable to any other party for any breach thereof by any Covenantor.
9. If there should be any breach or non-observance of any of the foregoing covenants, then, without prejudice to any other liability which the Covenantor may have to any Covenantee, the Covenantor will, upon written demand being made by any Covenantee:
 - (a) Pay to any Covenantee, making such demand as liquidated damages, the sum of two hundred and fifty dollars (\$250.00) per day for every day that such breach or non-observance continues after the date upon which written demand has been made, provided that if more than one person is making such demand, then such sum shall be shared between those persons;
 - (b) If applicable, remove or cause to be removed from the Covenantor's land any second hand or used dwelling, garage, carport, building or other structure erected on the Covenantor's land in breach or non-observance of the foregoing covenants; and
 - (c) If applicable, replace any building materials used or permitted to be used in breach or non-observance of the foregoing covenants.
10. The Covenantor covenants that the Covenantor will, at all times, indemnify the Covenantee from all proceedings, costs, claims and demands in respect of breaches by the Covenantor of any of the stipulations, restrictions and covenants in this instrument.

GENERAL

11. Any requirement in this instrument to submit plans and specifications to the developer, or obtain the developer's approval, will cease to apply 7 years after the date of this instrument (but without prejudice to the liability of any party for any breaches which have already occurred).
12. Without prejudice to clause 11, the covenants in this instrument will immediately cease to apply to any land (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.
13. Despite any other provision of this instrument, if the written consent of the developer is obtained to any action or omission, that action or omission will be deemed to not constitute a breach of any covenant within this instrument.