

View Instrument Details



Instrument No 12429578.9
Status Registered
Date & Time Lodged 11 April 2022 12:12
Lodged By Spicer, Nicole Leanne
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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1033505	Canterbury
1033506	Canterbury
1033507	Canterbury
1033508	Canterbury
1033509	Canterbury
1033510	Canterbury
1033511	Canterbury
1033512	Canterbury
1033513	Canterbury
1033514	Canterbury
1033515	Canterbury
1033516	Canterbury
1033517	Canterbury
1033518	Canterbury
1033519	Canterbury
1033520	Canterbury
1033521	Canterbury
1033522	Canterbury
1033523	Canterbury
1033524	Canterbury
1033525	Canterbury
1033526	Canterbury
1033527	Canterbury
1033528	Canterbury
1033529	Canterbury
1033530	Canterbury
1033531	Canterbury
1033532	Canterbury
1033533	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 Sarah Jane Duncraft as Covenantor Representative on 11/04/2022 11:54 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 Sarah Jane Duncraft as Covenantee Representative on 11/04/2022 11:54 AM

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

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

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

Covenantor

Addington Mill Investments Limited

Covenantee

Addington Mill Investments 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	571088	Lot 1 DP 571088 (RT 1033505) Lot 2 DP 571088 (RT 1033506) Lot 3 DP 571088 (RT 1033507) Lot 4 DP 571088 (RT 1033508) Lot 5 DP 571088 (RT 1033509) Lot 6 DP 571088 (RT 1033510) Lot 7 DP 571088 (RT 1033511) Lot 8 DP 571088 (RT 1033512) Lot 9 DP 571088 (RT 1033513) Lot 10 DP 571088 (RT 1033514) Lot 11 DP 571088 (RT 1033515) Lot 12 DP 571088 (RT 1033516) Lot 13 DP 571088 (RT 1033517) Lot 14 DP 571088 (RT 1033518) Lot 15 DP 571088 (RT 1033519) Lot 16 DP 571088 (RT 1033520) Lot 17 DP 571088 (RT 1033521) Lot 18 DP 571088 (RT 1033522) Lot 19 DP 571088 (RT 1033523) Lot 20 DP 571088 (RT 1033524) Lot 21 DP 571088 (RT 1033525)	Lot 1 DP 571088 (RT 1033505) Lot 2 DP 571088 (RT 1033506) Lot 3 DP 571088 (RT 1033507) Lot 4 DP 571088 (RT 1033508) Lot 5 DP 571088 (RT 1033509) Lot 6 DP 571088 (RT 1033510) Lot 7 DP 571088 (RT 1033511) Lot 8 DP 571088 (RT 1033512) Lot 9 DP 571088 (RT 1033513) Lot 10 DP 571088 (RT 1033514) Lot 11 DP 571088 (RT 1033515) Lot 12 DP 571088 (RT 1033516) Lot 13 DP 571088 (RT 1033517) Lot 14 DP 571088 (RT 1033518) Lot 15 DP 571088 (RT 1033519) Lot 16 DP 571088 (RT 1033520) Lot 17 DP 571088 (RT 1033521) Lot 18 DP 571088 (RT 1033522) Lot 19 DP 571088 (RT 1033523) Lot 20 DP 571088 (RT 1033524) Lot 21 DP 571088 (RT 1033525)

		Lot 22 DP 571088 (RT 1033526)	Lot 22 DP 571088 (RT 1033526)
		Lot 23 DP 571088 (RT 1033527)	Lot 23 DP 571088 (RT 1033527)
		Lot 24 DP 571088 (RT 1033528)	Lot 24 DP 571088 (RT 1033528)
		Lot 25 DP 571088 (RT 1033529)	Lot 25 DP 571088 (RT 1033529)
		Lot 26 DP 571088 (RT 1033530)	Lot 26 DP 571088 (RT 1033530)
		Lot 27 DP 571088 (RT 1033531)	Lot 27 DP 571088 (RT 1033531)
		Lot 28 DP 571088 (RT 1033532)	Lot 28 DP 571088 (RT 1033532)
		Lot 29 DP 571088 (RT 1033533)	Lot 29 DP 571088 (RT 1033533)

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 – Covenants

1. A Covenantor must not:
 - (a) Further subdivide any Lot whether by way of cross-lease, unit title, subdivision into separate lots or in any other way *provided however* that this restriction will not apply to a subdivision which has the effect only of adjusting the boundaries between two adjoining Lots.
 - (b) Erect, construct or place any new, pre-used or second-hand Building on a Lot without having first been approved in writing by the Developer prior to its placement on a Lot.
 - (c) Erect, construct or place any relocatable Building on a Lot except where the relocatable Building has first been approved in writing by the Developer prior to its placement on a Lot.
 - (d) Erect, construct or place any dwelling on a lot that has a floor area of less than 120 square metres (including garage).
 - (e) Erect a dwelling that is greater in height than a single storey. However the Developer may, at the Developer's sole discretion, approve plans that have living areas situated within the roof cavity of a dwelling *provided that* there are no windows set into the gable area and that the only natural light permitted into the roof cavity is from skylights set into the roof.
 - (f) Commence construction until temporary fencing has been erected on the entire length of all unfenced boundaries.
 - (g) Permit any construction unless the building site complies with the requirements of the Health and Safety at Work Act 2015 at all times.
 - (h) Commence construction until a vehicle crossing of no more than six metres width has been installed in a position approved by the Developer, the kerb cut down at the crossing and the driveway from the road to the Lot formed and suitably 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.
 - (i) During the course of construction allow any vehicles to be washed down other than within the boundaries of the Lot.
 - (j) Permit the Covenantor's construction workers or contractors to use the Lot or any other area for toileting purposes. Prior to construction commencing, the Covenantor shall provide a suitable portable toilet facility for the use by the Covenantor's construction workers and contractors.
 - (k) 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.
 - (l) Use any caravan, hut or shed as a Dwelling or as any other form of temporary or permanent residential accommodation other than as temporary workers' sheds during construction of a new Dwelling which must be removed upon practical completion of that new Dwelling.
 - (m) Allow un-maintained vehicles to be stored on any Lot.
 - (n) Interfere with or modify any storm water system or overland flow path. Covenantors shall maintain storm water systems or overland flow paths that cross private property in a clean condition free of any debris at all times.
 - (o) Permit any rubbish, including builders waste materials to accumulate or to be placed upon the Lot, the berm in front of the Lot or any adjoining land or permit grass or weeds to grow to such a height as to become unsightly or otherwise leave the Lot or the berm in front of the Lot in a condition that, in the Developer's sole discretion may be detrimental to the Developer's subdivision. The Developer shall have the right to

remove any building materials from the Lot, the berm in front of the Lot or adjoining land, or to maintain the Lot and the berm in front of the Lot in a reasonable condition to avoid the Lot being or becoming detrimental to the subdivision, with reasonable costs to be met by the Covenantor and payable on demand.

- (p) Permit any advertisement, sign or hoarding of a commercial nature (excluding a professionally made "For Sale" sign not exceeding 2 square metres in size) to be erected on any part of the Lot, including any sign indicating that the Dwelling is a Show Home.
 - (q) Place or allow to be placed on the Lot any external air conditioning units or portable gas cylinders or bottles that are visible from the road frontage of the Lot.
 - (r) Place or allow to be placed on the Lot any aerials or satellite dishes unless the same comply with the following requirements:
 - (i) Have a maximum diameter of one metre; and
 - (ii) Are situated at least four metres from the front façade of the dwelling; and
 - (iii) Are mounted below the ridgeline of the roof.
2. A Covenantor who commences the erection or construction of any Building on a Lot must ensure that Building is completed within 18 months from the date of commencement of erection or construction. Completion is deemed to include affixing all exterior cladding and completing all exterior painting. This clause does not prevent a Covenantor from constructing a Dwelling in separate stages over a longer period of time provided that each stage is completed within a one year period.
 3. At the time that a Covenantor commences the original construction of any Building or Dwelling on a Lot, the Covenantor must ensure that all construction is contained within the boundaries of the Lot and that the only access to the Lot for all construction vehicles and delivery of goods to the Lot is to be from the vehicle crossing constructed at the time of subdivision. The Covenantor shall be responsible for any damage caused from the construction of the dwelling by their contractors to roads, berms, footpaths, landscaping, irrigation and adjoining lots.
 4. The Developer shall neither be required nor be liable to enforce the above covenants or any non-conformance of the above covenants.
 5. The Covenantor covenants with the Developer 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 Developer from progressing and completing the Developer's development and/or affecting any zone change, subdivision or land use consents needed to give effect to the development or any future development of the Developer's property.
 6. The provisions of this Instrument (except clause 5) shall expire ten (10) years from the issue of a separate record of title for the Lot.
 7. Except as relates to the exercise of any discretion, opinion, approval or consent requested of the Grantee under these covenants, if any dispute arises between the parties concerning the covenants, then the parties shall enter into good faith negotiations to resolve their dispute.
 - (a) If the dispute is not resolved within 20 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 the person appointed may act as an expert and not an arbitrator.
 - (b) Such an arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in substitution.
 8. If there should be a breach or non-observance of any of these covenants and without prejudice to any other liability which the Covenantor may have to any person having the benefit of this Covenant, the Covenantor will upon written demand being made by the Developer or any of the registered proprietors of the Lots:

- (a) Pay to the person making such demand as liquidated damages the sum of \$200.00 (Two Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made; and
- (b) Remove or cause to be removed from the land any dwelling, garage, building, fence or other structure erected or placed on the land in breach or non-observance of the above covenants.

9. In this Instrument unless the context otherwise requires:

Building has the meaning ascribed to it by the Building Act 2004 and amendments.

Covenantor means the registered proprietor(s) of a Lot and any tenant, lessee, licensee, visitor or invitee of a registered proprietor.

Developer means Addington Mill Investments Limited.

Dwelling means a Building or group of Buildings designed and occupied as single self-contained household units and includes normal accessory structures, such as a garage, garden shed, glasshouse etc.

Lot means each of the servient Lots that will be created once the subdivision has been completed in the form approved in Resource Consent 185674.