

View Instrument Details



Instrument No 12856034.6
Status Registered
Date & Time Lodged 26 October 2023 11:17
Lodged By King, Toni Marie
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1118261	Canterbury
1118262	Canterbury
1118263	Canterbury
1118264	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 Paul Gooby as Covenantor Representative on 26/10/2023 11:12 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 Paul Gooby as Covenantee Representative on 26/10/2023 11:12 AM

*** 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.*

Robert James KINGSBURY and Debbie Carol-Lynn KINGSBURY

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

Robert James KINGSBURY and Debbie Carol-Lynn KINGSBURY

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 Covenants		Lots 1-4 DP 588223 (RT 1118261-1118264)	Lots 1-4 DP 588223 (RT 1118261-1118264)

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

Page 2 of 5 Pages

2015/5049
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Registrar-General of Land

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Continue in additional Annexure Schedule, if required

SCHEDULE B – RESTRICTIVE COVENANT

INTERPRETATION

- 1.1 In this document the following terms have the following meanings unless the context requires otherwise:
- (a) The **"Land"** refers to Lots 1 – 4 Deposited Plan 588223, being the Land having the burden of these covenants.
 - (b) The **"Covenantee"** means the Registered Owner[s] of the Benefited Land in Schedule A.
 - (c) The **"Covenantor"** means the Registered Owner[s] of the Burdened Land in Schedule A.
 - (d) The **"Developer"** means Debbie Carol-Lynn Kingsbury and Robert James Kingsbury or successors or assignors.
 - (e) **"Allow"** includes to do, cause, facilitate, permit and suffer.
 - (f) **"Building"** includes all structures and construction, including [but not limited to] dwelling houses, flats, units, garages, glass-houses, landscape features, and sheds.
 - (g) **"Erect"** and **"Erection"** includes to install, construct, relocate, or place on the Lot or in any Building.
 - (h) **"Lot"** means any lot having the burden of these Covenants.
 - (i) **"Landscape Features"** includes all fences, walls, wind-breaks, washing lines, letterboxes, satellite dishes, street and/or house numbering and the design of that lettering and numbering, kerbs, footpaths, road frontages, driveways, driveway crossings, entranceways, and concrete areas.
 - (j) **"Subdivision"** means all the land in the subdivision being Lots 1 to 4 DP 588223 [inclusive].
 - (k) **"Subdivision Infrastructure"** means [roads, footpaths, berms, kerbs, trees, lighting and street signs]
- 1.2 In this document unless the context requires otherwise:
- (a) The singular includes the plural and the plural includes the singular.
 - (b) Where a clause is referred to in a schedule, it is a reference to a clause in that schedule unless stated otherwise.
 - (c) Where two or more persons are obliged to perform an obligation, their liability is joint and several.
 - (d) A reference to a person includes its successors in title, assigns and personal representatives.

RESTRICTIVE COVENANTS:

2.1 THE Covenantor, shall:

- 2.1.1 Not further subdivide the Land. For the purposes of this clause "subdivide" shall have the meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991 **PROVIDED HOWEVER** that any boundary adjustment that does not create a separate record of title shall not be in breach of this condition.

If this annexure schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

Page 3 of 5 Pages

2015/5049
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Registrar-General of Land

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Continue in additional Annexure Schedule, if required

- 2.1.2 Not erect on the Land any dwelling house or unit which has an enclosed floor area (including any closed garage, basement or carport) of less than 160 square metres.
- 2.1.3 Not erect on the Land any dwelling house or unit which has more than 1 storey.
- 2.1.4 Not construct any Building from second-hand materials.
- 2.1.5 Not bring any re-locatable Buildings onto any Lot nor any previously used Building to be transported to and be re-located or re-erected on any Lot.
- 2.1.4 Not erect, or cause to be Erected any Building on the Land without first obtaining the Developer's written approval of the plans and specifications.
- 2.1.5 Not construct any building with exterior cladding other than being comprised of the following materials:
 - i Kiln fired or concrete brick, blocks or splitstone;
 - ii Natural Stone;
 - iii Timber weatherboarding;
 - iv Solid plaster or texture plaster finish; or
 - v Linea or titan board.
- 2.1.6 Complete construction of any Building on the Lot no later than 12 months after first laying down the foundations for such Building.
- 2.1.7 Not use any roofing materials other than:
 - i Tiles including clay, ceramic, concrete, decramastic, pre-coated or pressed steel;
 - ii Steel including pre-painted, long run, pressed or rolled steel so long as it is factory pre-painted;
 - iii Zincolume
 - iv Shingles;
 - v Slate;
 - vi Membrane roofing;
- 2.1.8 Not use any roofing materials which will create a glare offensive to occupiers of adjacent properties.
- 2.1.9 During construction of any building on the Lot, ensure that all roads in the Subdivision are kept clean and no damage is caused to the roads.
- 2.1.10 The Covenantor shall not:
 - i Call upon the Developer or the Ashburton District Council [as the case may be] to pay for or contribute towards the cost of erection or maintenance of any boundary fence

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Annexure Schedule

Page 4 of 5 Pages

2015/5049
APPROVED
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

between the Covenantor's property and any adjoining Lot or Ashburton District Council reserve or road.

ii Allow to be erected on the Lot any fence or boundary wall that:

- Exceeds 1.8 meters in height above the finished ground level of any Lot
- Is not constructed of the same or similar materials and construction style as the main dwelling

2.1.11 Not allow any rubbish to accumulate or be placed on the Lot which is or is likely to become unsightly or a nuisance or annoyance to other occupiers of adjacent properties.

2.1.12 Not allow any grass or weeds on the Lot to become unsightly or a nuisance or annoyance to occupiers of adjacent properties.

2.1.13 Not allow to be grown or planted on the Lot any Silver Birch or Macrocarpa or Pine Trees.

2.1.14 Not allow the property to be used for any purpose other than for residential occupation.

2.1.15 Not use any part of the Lot or any Building on the Lot for any activity creating excessive noise that is or is likely to become a nuisance or annoyance to occupiers of adjacent properties.

2.1.16 If a kerb and crossing have already been installed, it must be protected by the Covenantor:

- laying down a protective layer of sand followed by a layer of base course material to a thickness that will ensure no damage occurs to the underlying crossing and footpath;

2.1.17 Be responsible for the reinstatement, repair and replacement and all associated costs arising from damage to the Subdivision Infrastructure or to any fences or neighbouring Lots caused from the Covenantor's or their agent's and invitees' direct or indirect use of the Lot and the Covenantor agrees to keep the Covenantee indemnified, free and harmless from any claim, liability, cost, expense, loss or action incurred by the Covenantee arising directly or indirectly out of such damage.

2.1.18 Ensure any access to the Subdivision during construction on the Lot is over the prescribed access ways only.

3.0 DEFAULT

3.1 **IN** the event the Covenantor is in breach of any of the conditions contained in clause 2.1 then the Covenantor will at the request of the Covenantee desist from such breach, and remedy such breach. If such remedy is not completed within a reasonable time then the Covenantee may have such breach remedied by its employees or agents or the Covenantee shall be entitled to recover the costs of such remedy plus a premium of fifty percent [50%] of such costs from the Covenantor. Without limitation to the foregoing the Covenantee shall have the right to lodge a caveat over the

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Annexure Schedule

Page 5 of 5 Pages

2015/5049
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Insert instrument type

Continue in additional Annexure Schedule, if required

Covenantor's title in respect of which the breach exists and to maintain said caveat until such time as the breach is remedied. For the avoidance of doubt this is acknowledged by the Covenantor to give rise to a caveatable interest.

4.0 DISPUTE RESOLUTION

- 4.1 Except as relates to the exercise of any approval or consent requested of the Covenantee under these Covenants, and without prejudice to the enforcement provisions of this document, 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.
- 4.2 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 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.
- 4.3 If an arbitrator cannot be agreed upon within a further ten [10] days, then an independent arbitrator will be appointed by the President for the time being of the Canterbury-Westland Sub-branch of the New Zealand Law Society [or its successors].
- 4.4 Such arbitration will be determined in accordance with the Arbitration Act 1996 [and its Amendments], Second Schedule, or any enactment passed in its substitution.

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