

View Instrument Details



Instrument No 11571916.13
Status Registered
Date & Time Lodged 07 November 2019 10:17
Lodged By Glubb, Liam Ross
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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903695	Canterbury
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Annexure Schedule Contains 8 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 Liam Ross Glubb as Covenantor Representative on 01/11/2019 09:09 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 Liam Ross Glubb as Covenantee Representative on 01/11/2019 09:09 AM

Form 26

Covenant Instrument to note land covenant

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

Covenantor

LONG VISION PROPERTY DEVELOPMENT LIMITED

Covenantee

LONG VISION PROPERTY 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
Schedule, if required

Continue in additional Annexure

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant		Records of title 903695 to 903715 (inclusive), 903718 to 903745 (inclusive), 903748 to 903783 (inclusive), 903785 to 903795 (inclusive), 903799 to 903805 (inclusive), 903807 and lots 127, 128, 157, 158, 195 and 1215 DP 538296	Records of title 903695 to 903715 (inclusive), 903718 to 903745 (inclusive), 903748 to 903783 (inclusive), 903785 to 903795 (inclusive), 903799 to 903805 (inclusive), 903807 and lots 127, 128, 157, 158, 195 and 1215 DP 538296

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

1. INTERPRETATION

For the purposes of this Land Covenant:

"Covenantee" means the Developer and the registered proprietor of any Lot.

"Covenantor" means the registered proprietor of any Lot.

"Design Guidelines" means the Developer's architectural and landscaping guidelines provided to Lot owners as it may be amended by the Developer in writing from time to time.

"Developer" means Long Vision Property Development Limited.

"Development Lots" means Lots 723, 724, 1000, 1208-1216 (inclusive) comprised in DP 538296 and **"Development Lot"** means any one of them.

"Dwelling" means any dwelling, building or other structure situated on a Lot.

"Lots" means lots 106-203 (inclusive), 723, 724, 1000 and 1208-1216 (inclusive) comprised in DP 538296 and **"Lot"** means any one of them.

COVENANTS

The Covenantor covenants with the Covenantee as follows:

2. THE COVENANTOR AND THEIR SUCCESSORS IN TITLE SHALL:

2.1 Subdivision

Not further subdivide any of the Lots, with the exception of the Development Lots, 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.

2.2 Temporary Accommodation

Not use the Lot as a residence either by the erection of temporary structures or the placing thereon of caravans or other vehicles used for human habitation.

2.3 Use Prior To Completion

Not use the Lot as a residence before a Code Compliance Certificate has been issued by the Selwyn District Council unless section 362V(2) of the Building Act 2004 applies.

2.4 Storage of Vehicles

Not allow any vehicles (including boats, trailers, caravans and motor homes, but excluding a motor vehicle that is used on a regular basis) to be stored on any part of the Lot between the Dwelling and the road frontage, nor allow any such vehicle to be visible above the fence line when viewed from any neighbouring Lot.

2.5 Noxious Weeds and Rubbish

Not allow the accumulation of any rubbish or noxious substances which may be likely to cause nuisance or annoyance to the neighbouring occupiers, or permit grass or weeds to grow to such a height as to become unsightly.

2.6 Animals

Not permit any dog or other pet to be kept in or about the Lot which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision, and in particular, without otherwise limiting this restriction, not to keep on or about

the Lot any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila.

2.7 Signs

Not permit any advertisement, sign or hoarding of a commercial nature (excluding a professionally made "For Sale" sign not exceeding 2 square metres in size and any compulsory statutory signage or builder's signage) to be erected on any part of the Lot or Dwelling. The Developer shall, at its discretion, be entitled to exempt one or more Lots of its choice, including those which relate to any signage associated with a "show home" and/or a Development Lot, for such period as determined by the Developer.

2.8 New Materials

Not erect or permit to be erected on the Lot any Dwelling using anything other than new materials PROVIDED THAT second-hand bricks may be allowed for exterior cladding at the Developer's discretion. No pre-lived in or pre-built Dwelling shall be transported on to the Lot.

2.9 Non-permitted Cladding Materials

Not construct any Dwelling on the Lot with an external cladding of unrelieved flat sheet fibrolite, hardiflex, galvanised steel or similar materials PROVIDED THAT this restriction shall not apply to the cladding of soffits or gable ends.

2.10 Painting

Not leave the outside of any Dwelling unfinished, or any exterior walls or doors unpainted or unstained PROVIDED THAT this clause shall not apply where natural timber cladding or decorative brick, stone or concrete are used.

2.11 Building Materials

Not use as a roofing material any material other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel) of a single colour or pre-painted long-run pressed steel, nor exterior cladding of material other than clay brick, weather-board, concrete block, masonry, stucco, solid plaster or glazing or a combination of the above. Preferred building materials are detailed in the Design Guidelines.

2.12 Fencing Materials

Not erect or permit to be erected on the Lot any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron, or metal sheeting.

2.13 Boundary Fencing

(a) Compliance with District Plan and Fencing Covenants

The Covenantor must at all times ensure they comply with the rules in the Selwyn District Plan as well as the provisions contained in this clause 2.13 as it relates to fencing of the Lot. The Covenantor does not warrant that any fence complying with these covenants will also comply with the District Plan and as such it is the Covenantor's responsibility to ensure they are at all times compliant with the District Plan. For the avoidance of doubt even if the Covenantor applies for and receives a resource consent from the Selwyn District Council in relation to fencing of the Lot, they must still also comply with the provisions contained in this clause 2.13.

b) Interpretation

For the purpose of clause 2.13 the following words and phrases mean:

"Double Frontage Lots" means Lots 109, 124, 137, 138, 147, 150, 164, 166, 177, 178, 180, 184, 190, 200, 201 and 202.

“Maximum Length” means 50% of the length of the Road Boundary.

“Reserve Boundary” means a boundary between a Lot and any of lots 1306-1311 (inclusive) on DP 538296 and lot 1305 on DP 535315.

“Road Boundary” means a boundary between a Lot and any legal road and **“Road Boundaries”** means where this is more than one of them.

“Side Boundary” means a boundary between a Lot and an adjoining Lot that is not a Road Boundary or a Reserve Boundary and **“Side Boundaries”** means more than one of them.

c) **Road Boundary Fencing (excluding the Developments Lots)**

Unless otherwise approved by the Developer in writing the Covenantor shall not permit any fence or other structure (other than a letterbox or a fence of the type referred to in clause 2.13(d)) to be erected in the area between the Road Boundary and a line drawn parallel to the Road Boundary in line with that part of the Dwelling closest to the Road Boundary.

d) **Permitted Road Boundary Fences (excluding the Developments Lots)**

For the purpose of clause 2.13(c) the Covenantor shall be permitted to erect one fence (or on Double Frontage Lots, up to two fences) between the Dwelling and the Road Boundary provided that the fence or fences are erected at least 2 metres from the Road Boundary and they comply with the following requirements:

- i) The fence or fences are constructed using primarily the same materials as the external walls of the Dwelling; and
- ii) The fence or fences are no higher than 1.0 metres PROVIDED THAT on Double Frontage Lots the fence may be up to 1.8 metres high on the secondary Road Boundary for up to half of the Maximum Length.

e) **Side Boundary Fences**

Not permit any fence to be erected on the common Side Boundaries between any Lot within 2.0 metres of the point where the Side Boundary meets the Road Boundary.

f) **Road Boundary Fencing of the Development Lots**

The Covenantor of any Development Lots shall not permit any fence or other structure to be erected on the boundary between any of the Development Lots (or any lot subsequently issued by subdivision) and a Road Boundary other than a fence approved by the Developer under clause 2.18, and complying with a resource consent granted for the comprehensive development of any of the Development Lots, nor shall the Covenantor remove or modify any such approved fence (or other structure).

g) **Reserve Boundary Fencing**

Where the Developer has, as part of the development of the Lot, installed a fence on a Reserve Boundary, the Covenantor shall not remove or modify such fence.

2.14 Letterbox

Not erect a Dwelling without contemporaneously erecting a new letterbox of a design, colour and cladding consistent with the Dwelling, or as approved by the Developer in accordance with clause 2.18.

2.15 Completion of Landscaping, Driveways and Paths

Not permit the Dwelling to be occupied unless all driveways and paths are completed in permanent materials, all wooden boundary fences are stained and all unpaved areas are properly grassed or landscaped.

2.16 Satellite Dishes

Not place or allow to be placed on the Lot or Dwelling any aerials or satellite dishes unless the same comply with the following requirements:

- a) Have a maximum diameter of one metre; and
- b) Are situated at least four metres from the front façade of the Dwelling; and
- c) Are mounted below the ridgeline of the roof of the Dwelling.

2.17 Garden Ornamentation

Not place or allow to be placed on the Lot or Dwelling any brightly painted ornaments which are reasonably visible by any person standing on the footpath of any legal road.

2.18 Developer to Approve Plans

Not apply for a building consent from the Selwyn District Council and commence any work on the Lot:

- a) Without submitting to the Developer and receiving its approval for all building plans, including site plans (showing the position of the vehicle crossing), specifications, fencing and landscaping plans (which shall be prepared by a qualified landscape designer and builder). Sole discretion lies with the Developer in approving building and site plans, specifications, fencing and landscaping plans which shall comply with the Design Guidelines provided by the Developer to the Developer's satisfaction; and
- b) Which does not conform to the plans approved by the Developer. Any variation to or deviation from the approved plans will be a breach of this clause and subject to the provisions of clause 5.

PROVIDED THAT this clause 2.18 will cease to apply and be of no further effect from the date that a Code Compliance Certificate is issued for the first Dwelling to be built on the Lot if such Code Compliance Certificate relates to a Dwelling approved of by the Developer in accordance with this clause 2.18,

AND FURTHER PROVIDED THAT the Covenantor acknowledges that the Developer has no legal responsibility or liability for the enforcement, enforceability or applicability of these covenants on an on-going basis.

2.19 Construction Fencing

Not commence construction on the Lot until temporary fencing has been erected on the entire length of all unfenced boundaries. The temporary fence must comprise removable wire or shade cloth (or other see-through material), be a minimum of 1.2 metres in height and have a rigid frame and in all circumstances be acceptable to the Developer at their sole discretion, and provide only one vehicle access to the Lot from the road.

2.20 Construction Zone Areas

Not commence construction on the Lot until a vehicle crossing of no more than four metres in 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 is formed and suitable based PROVIDED THAT such crossing width stated in this clause 2.20 shall not apply to the Development Lots (including any comprehensive development lots) whose vehicle crossing must be approved by the Developer under clause 2.18. 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.

2.21 Health and Safety Requirements

Not permit any construction unless the building site complies with the requirements of the Health and Safety at Work Act 2015 (or any enactment passed in its substitution) at all times.

2.22 Delivery of Materials

Not 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.

2.23 Building Rubbish

Not carry out any construction unless an adequate rubbish skip is present at all times (and regularly emptied or replaced) nor allow during the course of construction any rubbish to blow outside the boundaries of the Lot and in accordance with Environment Canterbury rules.

2.24 Washing of Vehicles

Not during the course of construction allow any vehicles to be washed down other than within the boundaries of the Lot, provided such washing is in compliance with any Environment Canterbury rules or standards.

2.25 Portable Toilet Facility

Not prior to construction commencing, the Covenantor shall provide a suitable portable toilet facility for use by the Covenantor's construction workers and contractors.

2.26 Entrance Feature

- a) In respect of Lots 173 and 174 maintain the stone, steel and wooden entrance features that are constructed as part of the entrance situated in the areas shown as "B" and "C" on DP 538296 in a clean and tidy condition.
- b) The Covenantor shall not place, erect or permit to be placed or erected any structure or any plant to grow upon the Lot which will obscure the visibility of the entrance features.
- c) Notwithstanding the forgoing the Covenantor agrees to allow the Covenantee the right at any time and at all times to inspect, maintain, repair, remove and replace the entrance features.

3. TREATMENT OF EXCAVATED MATERIAL

3.1 The Covenantor must undertake its building operations in a manner that complies with the following requirements:

- a) All topsoil excavated from the building platform is to be stockpiled on the Lot and either used for landscaping on the Lot or, if not required for landscaping on the Lot, is to be transported to and stockpiled at a location on the Developer's land designated by the Developer;
- b) All other material (including excavated fill, underlying natural silt, sand and/or gravel soils) excavated from the building platform is to be transported to and stockpiled at a location on the Developer's land designated by the Developer; and
- c) The Covenantor shall ensure that the material handled under clause 3.1(b) above is free of organic material and construction waste, and meets the requirements contained in the report prepared by Soil and Rock Consultants (Ref C17171 dated 1 February 2018).

- 3.2 The provisions of clause 3 will cease to apply and will be of no further effect from the date that a Code Compliance Certificate is issued for the first Dwelling to be built on the Lot.

4. DISPUTE RESOLUTION

- 4.1 Except as it relates to the exercise of any discretion, opinion, approval or consent requested of the Developer under these covenants, if any dispute arises between 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 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, 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 days, then an independent arbitrator will be appointed by the President for the time being of the Canterbury branch of the New Zealand Law Society.
- 4.4 Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.

5. DEFAULT PROVISIONS

- 5.1 If there should be any 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 Covenantee:
- a) Pay to the person making such demand as liquidated damages the sum of \$100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made.
 - b) Remove or cause to be removed from the Lot any Dwelling, garage, building, fence or other structure erected or placed on the Lot in breach or non-observance of the above covenants.
 - c) Replace any building materials used in breach or non-observance of the above covenants.
 - d) Reimburse the costs the Developer and/or any Covenantee directly incurs on a dollar for dollar basis as a result of a breach or non-observance, including (but not limited to), those associated with correcting such breach or non-observance.
- 5.2 Any demand made by a Covenantee will be deemed to have been served to the Covenantor if sent to the Covenantor's postal address of the Lot, or where the Lot is a vacant section, the demand will be deemed to have been properly served if sent to the e-mail address of the lawyer or law firm that signed and certified the transfer of the Lot to the Covenantor.

6 GENERAL

- 6.1 The covenants in this instrument will immediately cease to apply to any Lot (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.