

View Instrument Details



Instrument No 9944197.12
Status Registered
Date & Time Lodged 23 February 2015 15:07
Lodged By Giles, Toby Ross
Instrument Type Easement Instrument



Affected Computer Registers Land District

678073	Canterbury
678074	Canterbury
678077	Canterbury

Annexure Schedule: Contains 11 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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	☒
I certify that the Caveator under Caveat 8992523.23 has consented to this transaction, which is subject to the Caveat, and I hold that consent	☒

Signature

Signed by Toby Ross Giles as Grantor Representative on 23/02/2015 03:00 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Toby Ross Giles as Grantee Representative on 23/02/2015 03:01 PM

*** End of Report ***

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

Grantee

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates 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 (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		678073 678074	678073 678074 678077

Form B - continued**Easements or profits à prendre rights and powers (including terms, covenants and conditions)**

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

~~Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007~~

The implied rights and powers are hereby ~~[varied]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule _____]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule _____]~~

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Annexure Schedule

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Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Creation of Land Covenants

The Grantor for itself and its successors in title **covenants and agrees** with the Grantee and its successors in title for the benefit of Lots 147, 156 and 1503 on Deposited Plan 482142 (collectively called the "Benefiting Lots") that:

1. The Grantor will at all times observe and perform all the covenants contained in this instrument **to the intent** that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the registered proprietors of the Benefiting Lots **provided that** the Grantor will be liable only for breaches of the covenants contained in this instrument which occur whilst the Grantor is the registered proprietor of the Land or any part of the Land;

Default Provisions

2. If there should be any breach or non-observance on the Grantor's part of any of the covenants contained in this instrument and without prejudice to any other liability which the Grantor may have to the Grantee and any person or persons having the benefit of those covenants the Grantor will upon written demand being made by the Grantee:
 - (a) Pay to the person making such demand as liquidated damages the sum of \$100.00 per day for any day such breach or non-observance of the covenants contained in this instrument continues after the date upon which written demand has been made; or
 - (b) Remove or cause to be removed from the land any dwelling, building, structure or improvement so erected, repaired or completed in breach of the covenants contained in this instrument; or
 - (c) Replace any building materials used in breach of the covenants contained in this instrument.
3. The Grantor will at all times indemnify and keep the Grantee indemnified from all losses, costs, claims and demands in respect of any breach or non-observance by the Grantor of the covenants contained in this instrument.
4. The Grantee will not call upon the Grantor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining land of the Grantee **provided** that this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.

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Annexure Schedule

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Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

A INTERPRETATION

For the purposes of this Land Covenant, "the Developer" means Ngai Tahu Property Joint Ventures Limited and Lincoln University Property Joint Venture Limited whose address for service is

Ngai Tahu Property Limited
PO Box 130060
Christchurch
Attention: Te Whariki Manager

B The Grantor and their successors in title SHALL NOT:**1.1 Subdivision**

Further subdivide any of Lots 147 or 156 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 that has the effect only of adjusting the boundaries between two adjoining lots.

1.2 Temporary Accommodation

Permit or suffer the property to be occupied or used as a residence either by the erection of temporary structures or the placing thereon of caravans or other vehicles used for human habitation.

1.3 Use Prior to Completion

Use the property as a residence before both of the following have been provided to the Grantee

- a) a Code Compliance Certificate issued by the Selwyn District Council unless section 364(2) of the Building Act 2004 applies; and
- b) a Producer Statement from a registered drain layer certifying that all stormwater runoff from the dwelling drains into the Council stormwater network. This provision shall be deemed to have been satisfied six months after the issuing of a Code Compliance Certificate for the first dwelling built on the lot.

1.4 Storage of Vehicles

Store any vehicles (including boats, trailers, caravans and motor-homes) in any structure such as a gazebo, lean-to or carport that is not fully enclosed.

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*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***1.5 Noxious Weeds and Rubbish**

Allow the accumulation or housing of any rubbish, noxious substances, noxious birds or animals 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.

1.6 Animals

Permit any dog or other pet to be kept in or about the property 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 property any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila. The keeping of pigeons is expressly prohibited.

1.7 Signs

Permit any advertisement, sign or hoarding of a commercial nature (excluding a professionally made "For Sale" sign) to be erected on any part of the property or dwelling, including any sign indicating that the dwelling is a Show Home, PROVIDED THAT under no circumstances shall any signage be affixed to any of the decorative fences referred to in clause 1.9.

1.8 Gas

Allow any portable gas cylinders or bottles to be placed on the Lot which are visible from the road, but this does not apply to gas bottles for use with outdoor barbeques or free-standing outdoor gas heaters.

1.9 Decorative Fences –Reserve Boundaries

In respect of Lot 156 which adjoins a Reserve:

- a) remove or modify the decorative steel railing fence on the boundary between the Lot and the adjoining Reserve: and
- b) build or permit to be built any building or structure within two metres of the boundary between the Lot and the adjoining Reserve. In this context, a building or structure shall not include a swimming pool or any structure the sole purpose of which is for landscaping but shall include any additional fencing

1.10 Dwelling Height

Erect on any Lot a dwelling greater in height than a single storey. The Grantee may, at the Grantee's sole discretion, approve plans with living areas situated within the roof cavity

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*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required*

of the dwelling provided that there are no windows set into the roofline or gable area and that the only natural light permitted into the roof cavity is from skylights. Any such dwelling shall not be deemed to be in breach of this clause by virtue of its having a living area situated within the roof cavity.

1.11 New Materials

Erect or permit to be erected on the Lot any building using anything other than new materials PROVIDED THAT second-hand bricks may be allowed for exterior cladding at the Grantee's discretion. No pre-lived in or pre-built dwelling shall be transported on to the Lot.

1.12 Non-permitted Cladding Materials

Construct any building 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.

1.13 Painting

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.

1.14 Building Materials

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 (the use of zincalume shall not be permitted), 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 Grantee's Design Guidelines.

1.15 Fencing Materials

Erect or permit to be erected on the land any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron, or metal sheeting.

1.16 Boundary Fencing – Road Frontage Setbacks**a) Interpretation**

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

“Road Boundary” means a boundary between a Lot and any legal road

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"Side Boundary" means a boundary between a lot and an adjoining lot that is not a Road Boundary

"Total Length" means the total length of the fence taken in a line parallel to the road

b) Road Boundary Fencing – Lots 147 and 156,

The Grantor shall not permit any fence or other structure (other than a letterbox) to be erected in the area between the Road Boundary and a line drawn parallel to the Road Boundary, with the distance between such line and the Road Boundary being determined by those parts of the dwelling closest to the Road Boundary PROVIDED HOWEVER, that in recognition of the larger Road Boundary length of these lots and the desirability of allowing privacy, the Grantor shall be entitled to erect a fence closer to the Road Boundary than provided above so long as the fence is erected at least 1 metre from the Road Boundary and complies with the following requirements:

- (i) The fence is constructed using primarily the same materials as the external walls of the dwelling
- (ii) The fence is no higher than 1.8 metres above finished ground level
- (iii) The Total Length of the fence does not exceed the Maximum Length. By way of illustration only, the Grantee Acknowledges that a curved fence, or a fence that is parallel to the boundary but which has a return, will comply with this restriction notwithstanding that in overall length such fence may exceed the Maximum Length.

1.17 Side Boundary Fences

- a) Permit any fence to be erected on the common Side Boundaries between any of Lot 156 and Lot 157 DP 469509 and Lot 147 and Lot 208 DP 475244 within 1 metre of the point where the Side Boundary meets the Road Boundary and providing the fence complies with the following requirements:
 - (i) the fence is a maximum of 1.2 metres in height within 1 metre of the point where the Side Boundary meets the Road Boundary; and
 - (ii) the fence is raked at an angle of 30 degrees until it reaches its maximum height of 1.8 metres above finished ground level.
- b) Permit any fence erected on the Lot or any boundary to exceed 1.8 metres generally above finished ground level.

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- c) Permit any fence on the common Side Boundaries between Lot 156 and a reserve unless the fence complies with the following requirements:
 - (i) the fence is 1.2 metres in height at the point where it meets the boundary with the adjoining reserve (equal to the height of the decorative metal fence on the boundary with the reserve) and
 - (ii) the fence is raked at an angel of 30 degrees until it reaches its maximum height of 1.8 metres above finished ground level

1.18 Letterbox

Erect a dwelling without contemporaneously erecting a new letterbox of a design, colour and cladding consistent with the dwelling or fences, or as approved by the Grantee in accordance with clause 1.21.

1.19 Completion of Landscaping, Driveways and Paths

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.

1.20 Satellite Dishes / Air Conditioning Units

- a) Place or allow to be placed on the land or buildings 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 facade of the dwelling; and
 - iii) are mounted below the ridgeline of the roof.
- b) Place or allow to be placed on the land or any part of the buildings any external air conditioning unit visible from the road frontage of the Lot.

1.21 Grantee to Approve Plans

Commence any work on the property:

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Continue in additional Annexure Schedule, if required

- a) Without submitting to the Grantee for its approval all building plans, including site plans (showing the position of the vehicle crossing, unless already fixed by the Grantee) specifications, fencing, landscaping plans and builder. Sole discretion lies with the Grantee in approving building and site plans, specifications, fencing and landscaping plans, which shall comply with the Design Guidelines provided by the Grantee, to the Grantee's satisfaction.
- b) Which does not conform to the plans approved by the Grantee. Any variation to or deviation from the approved plans and Design Guidelines not approved by the Grantee will be a breach of this clause and subject to the provisions of clause 3.

PROVIDED THAT this clause 1.21 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.

AND FURTHER PROVIDED THAT the Grantor acknowledges that the Grantee has no legal responsibility or liability for the enforcement, enforceability or applicability of these covenants, nor does the Grantee undertake to enforce or monitor compliance with these covenants on an ongoing basis.

1.22 Construction Fencing

Commence construction 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 or right-of-way.

1.23 Construction Zone Areas

Commence construction until a vehicle crossing of no more than four metres width has been installed in a position approved by the Grantee (unless already formed by the Grantee), the kerb cut down at the crossing and the driveway from the road to the Lot formed and suitably based, in accordance with Selwyn District Council required standards. The Grantor 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. The Grantor shall be responsible for any damage caused directly from the construction of the dwelling by their contractors to berms footpaths or adjoining lots.

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Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

1.24 Health and Safety Requirements Permit any construction unless the building site complies with the requirements of the Health and Safety in Employment Act 1992 (or any Act passed in substitution). 1.25 Delivery of Materials Undertake or permit during the course of construction the loading, unloading, delivery, or storage of building materials other than within the boundaries of the property. 1.26 Building Rubbish Carry out any construction unless an adequate rubbish skip is present within the boundaries of the Lot 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. 1.27 Washing of Vehicles During the course of construction allow any vehicles to be washed down other than within the boundaries of the Lot. 1.28 Portable Toilet Facility Permit the Grantor's construction workers or contractors to use the property or any other area on the Plan for toileting purposes. Prior to construction commencing, the Grantor shall provide a suitable portable toilet facility within the boundaries of the Lot for use by the Grantor's construction workers and contractors.

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Insert instrument type

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Continue in additional Annexure Schedule, if required

2 Dispute Resolution

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 negotiations in good faith to resolve their dispute.

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.

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.

Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in substitution.

View Instrument Details



Instrument No 12530947.5
Status Registered
Date & Time Lodged 16 August 2022 16:27
Lodged By Whinray, Kathryn Jayne
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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1056518	Canterbury
1056519	Canterbury
1056520	Canterbury
1056521	Canterbury
1056522	Canterbury
1056523	Canterbury
1056524	Canterbury
1056525	Canterbury
1056526	Canterbury
1056527	Canterbury
1056528	Canterbury
1056529	Canterbury
1056530	Canterbury
1056531	Canterbury
1056532	Canterbury
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1056538	Canterbury
1056539	Canterbury
1056540	Canterbury
1056541	Canterbury
1056542	Canterbury
1056543	Canterbury
1056544	Canterbury
1056545	Canterbury
1056546	Canterbury
1056547	Canterbury
1056548	Canterbury
1056549	Canterbury
1056550	Canterbury
1056551	Canterbury

Annexure Schedule Contains 7 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 Toby Ross Giles as Covenantor Representative on 12/08/2022 03:57 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 Toby Ross Giles as Covenantee Representative on 12/08/2022 03:57 PM

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

Form 26

Covenant Instrument to note land covenant
(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

Covenantee

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

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		RT 1056518 To RT 1056551 (Lots 4501 to 4534 DP 575588)	RT 1056518 To RT 1056551 (Lots 4501 to 4534 DP 575588)

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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*Insert instrument type***Covenant***Continue in additional Annexure Schedule, if required***Section A****Creation of Land Covenants**

The Covenantor for itself and its successors in title **covenants and agrees** with the Covenantee and its successors in title for the benefit of each of Lots 4501 to 4534 (inclusive) on Deposited Plan 575588 (collectively called the "Benefiting Lots") but expressly **excluding** the Jointly Owned Access Lots that:

1. The Covenantor being the registered proprietor of the Burdened Land will at all times observe and perform all the covenants contained in this instrument **to the intent** that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the registered proprietors of the Benefiting Lots **provided that** the Covenantor will be liable only for breaches of the covenants contained in this instrument which occur whilst the Covenantor is the registered proprietor of the Land or any part of the Land.

Default Provisions

2. If there should be any breach or non-observance on the Covenantor's part of any of the covenants contained in this instrument and without prejudice to any other liability which the Covenantor may have to the Covenantee and any person or persons having the benefit of those covenants the Covenantor will upon written demand being made by the Covenantee:
 - (a) Pay to the person making such demand as liquidated damages the sum of \$100.00 per day for any day such breach or non-observance of the covenants contained in this instrument continues after the date upon which written demand has been made; or
 - (b) Remove or cause to be removed from the land any dwelling, building, structure or improvement so erected, repaired or completed in breach of the covenants contained in this instrument; or
 - (c) Replace any building materials used in breach of the covenants contained in this instrument.
3. The Covenantor will at all times indemnify and keep the Covenantee indemnified from all losses, costs, claims and demands in respect of any breach or non-observance by the Covenantor of the covenants contained in this instrument.
4. The Covenantee will not call upon the Covenantor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining land of the Covenantee **provided that** this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.

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Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

Section B

INTERPRETATION

1.1 For the purposes of this Land Covenant,

“the Developer” means Ngai Tahu Property Joint Ventures Limited and Lincoln University Property Joint Venture Limited whose address for service is

C/- Ngai Tahu Property Limited
PO Box 130060
Christchurch
Attention: Te Whariki Manager

“Jointly Owned Access Lots” means those Lots legally described as Lots 453 to 457 on DP 575588 and being excluded from Benefitting Land status pursuant to this Land Covenant instrument.

2. THE COVENANTOR AND THEIR SUCCESSORS IN TITLE SHALL NOT:

2.1 Boundary Fencing

a. Interpretation

“Double Frontage Lots” means 4519, 4525, 4529 and 4532.

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

“Medium Density Lots” means Not Applicable.

“Residential Lots” means all Lots on DP 575588 excluding any Lot shown as Kiosk Site, Road or Reserve.

“Road Boundary” means a boundary between a Residential Lot and any legal road.

“Side Boundary” means a boundary between a Residential Lot and an adjoining Residential Lot that is not a Road Boundary.

“Total Length” means the total length of the fence taken in a line parallel to the road.

“Transparent” means able to be seen through either because no solid construction is present or because there are spaces between the elements used in the construction that are at least the same width as the elements themselves.

b. Road Boundary Fencing

The Covenantor shall not permit any fence or other structure (other than a letterbox or a fence of the type referred to in clause 2.1) to be erected in the area between the Road Boundary and a line drawn parallel to the Road Boundary with the distance between such line and Road Boundary being determined by those parts of the dwelling on the Residential Lot closest to the Road Boundary.

c. Road Boundary Fencing – Double Frontage Lots

In recognition of the larger road boundary of these Residential Lots and the desirability of allowing privacy the Covenantor shall be permitted to erect a fence closer to the boundary than provided for in clause 2.1(b) so long as the fence is erected at least 1 (one) metre from the road boundary and complies with the following requirements:

- i. The fence is no higher than 1.8 metres above finished ground level. The length of the fence does not exceed the ‘Maximum Length’. By way of illustration only, the Covenantor acknowledges that a curved fence, or a fence that is parallel to the boundary but which has a return, will comply with this restriction notwithstanding that in overall length such fence may exceed the ‘Maximum Length; or
- ii. Compliance with the above 2.1(c)i and an exceedance of the ‘Maximum Length’ but the fence is at least partially ‘Transparent’ and has specifically been approved by the Developer in writing.

d. Side Boundary Fences

Permit any fence to be erected on the common Side Boundaries between any Residential Lots within 1 (one) metre of the point where the side boundary meets the Road Boundary and providing the fence complies with the following requirements:

- i. The fence is a maximum of 1.2 metres in height within 1 metre of the point where ‘the ‘Side Boundary’ meets the ‘Road Boundary’, and
- ii. The fence is raked at an angle of 30 degrees until it reaches its maximum height of 1.8 metres above finished ground level.

- iii. Notwithstanding clauses 2.1d (i) and (ii) above, the common 'Side Boundary' fences between the following Lots shall be exempt from the provisions of these clauses: Lots 4525:4526 and 4528:4529.

e. Springs Road Boundary Fences

In respect of Lots 4532, 4533, 4534, 4517, 4518 and 4519;

- i. Remove or modify the council consented and approved fences on the Springs Road Boundary; and
- ii. Build or permit to be built any building or structure within (2) two metres of the Springs Road Boundary fence. In this context a building or structure shall not include a swimming pool or any structure for the sole purpose of which is for landscaping but shall include any additional fencing, nor shall it be permitted to hang, attach, fix or adorn the Springs Road boundary fence with any landscaping accompaniment such as artificial or live fencing, bamboo fencing, additional screening or other infill features designed to increase road privacy.

f. Entrance Feature Sign

In respect of Lot 4519 and that area marked as "V" on DP 575588 remove, or permit to be removed, altered, defaced, screened, or further fenced, or landscaped the entrance signage feature and associated landscaping on the Lot.

2.2 Local Authority Fencing Standards

- a. For Medium Density Lots – unless a resource consent has been granted otherwise, all fencing and development activities shall proceed in accordance with the rules for permitted activities in the Living Z zone Small Lot Medium Density Area. This provision shall be protected additionally by consent notice by Selwyn District Council.

2.3 Construction Fencing

Commence construction 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 or right-of-way.

2.4 Construction Zone Areas

Commence construction until a vehicle crossing of no more than 4 (four) metres width has been installed in a position approved by the Covenantee, the kerb cut down at the crossing and the driveway from the road to the Lot formed and suitable 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.

2.5 Health and Safety Requirements

Permit any construction unless the building site complies with the requirements of the Health and Safety in Employment Act 1992 (or any enactment passed in its substitution) at all times.

2.6	Delivery of Materials 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.
2.7	Building Rubbish 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.
2.8	Washing of Vehicles During the course of construction allow any vehicles to be washed down other than within the boundaries of the Lot.
2.9	Portable Toilet Facility Permit the Covenantor's construction workers or contractors to use the property or any other area on the Plan for toileting purposes. Prior to construction commencing, the Covenantor shall provide a suitable portable toilet facility for use by the Covenantor's construction workers and contractors.
3.	DISPUTES RESOLUTION
3.1	Except as relates to the exercise of any discretion, opinion, approval or consent requested of the Covenantee 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.
3.2	If the dispute is not resolved within 20 (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.
3.3	If an arbitrator cannot be agreed upon within a further 10 (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.
3.4	Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.

View Instrument Details



Instrument No 12530947.4
Status Registered
Date & Time Lodged 16 August 2022 16:27
Lodged By Whinray, Kathryn Jayne
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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1056518	Canterbury
1056519	Canterbury
1056520	Canterbury
1056521	Canterbury
1056522	Canterbury
1056523	Canterbury
1056524	Canterbury
1056525	Canterbury
1056526	Canterbury
1056527	Canterbury
1056528	Canterbury
1056529	Canterbury
1056530	Canterbury
1056531	Canterbury
1056532	Canterbury
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1056541	Canterbury
1056542	Canterbury
1056543	Canterbury
1056544	Canterbury
1056545	Canterbury
1056546	Canterbury
1056547	Canterbury
1056548	Canterbury
1056549	Canterbury
1056550	Canterbury
1056551	Canterbury

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 Toby Ross Giles as Covenantor Representative on 12/08/2022 03:56 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 Toby Ross Giles as Covenantee Representative on 12/08/2022 03:56 PM

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

Form 26

Covenant Instrument to note land covenant
(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

Covenantee

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

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		RT 1056518 To RT 1056551 (Lots 4501 to 4534 DP 575588)	RT 1056518 To RT 1056551 (Lots 4501 to 4534 DP 575588)

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 ____].~~

Form L

Annexure Schedule

Page of Pages

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

SECTION A

Creation of Land Covenants

The Covenantor for itself and its successors in title **covenants and agrees** with the Covenantee and its successors in title for the benefit of each of Lots 4501 to 4534 (inclusive) on Deposited Plan 575588 (collectively called the "Benefiting Lots") but expressly **excluding** the Jointly Owned Access Lots that:

1. The Covenantor being the registered proprietor of the Burdened Land will at all times observe and perform all the covenants contained in this instrument **to the intent** that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the registered proprietors of the Benefiting Lots **provided that** the Covenantor will be liable only for breaches of the covenants contained in this instrument which occur whilst the Covenantor is the registered proprietor of the Land or any part of the Land;

Default Provisions

2. If there should be any breach or non-observance on the Covenantor's part of any of the covenants contained in this instrument and without prejudice to any other liability which the Covenantor may have to the Covenantee and any person or persons having the benefit of those covenants the Covenantor will upon written demand being made by the Covenantee:
 - (a) Pay to the person making such demand as liquidated damages the sum of \$100.00 per day for any day such breach or non-observance of the covenants contained in this instrument continues after the date upon which written demand has been made; or
 - (b) Remove or cause to be removed from the land any dwelling, building, structure or improvement so erected, repaired or completed in breach of the covenants contained in this instrument; or
 - (c) Replace any building materials used in breach of the covenants contained in this instrument.
3. The Covenantor will at all times indemnify and keep the Covenantee indemnified from all losses, costs, claims and demands in respect of any breach or non-observance by the Covenantor of the covenants contained in this instrument.
4. The Covenantee will not call upon the Covenantor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining land of the Covenantee **provided that** this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.

Form L**Annexure Schedule**

Page of Pages

*Insert instrument type***Covenant****SECTION B****1. INTERPRETATION**

1.1 For the purposes of this Land Covenant,

"the Developer" means Ngai Tahu Property Joint Ventures Limited and Lincoln University Property Joint Venture Limited whose address for service is

C/- Ngai Tahu Property Limited
 PO Box 130060
 Christchurch
 Attention: Te Whariki Manager

"Jointly Owned Access Lots" means those Lots legally described as Lots 453 to 457 on DP 575588 and being excluded from Benefitting Land status pursuant to this Land Covenant instrument.

"Residential Lots" means all Lots on DP 575588 excluding any Lot shown as Kiosk Site, Road or Reserve, or jointly owned Access Lots.

2. The Covenantor and their successors in title SHALL NOT:**2.1 Subdivision**

Further subdivide any Residential Lot (as defined in clause 1.2) on DP 575588 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

Permit or suffer the property to be occupied or used 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

Use the property as a residence before all of the following have been provided to the Developer:

1. A Code Compliance Certificate issued by the Selwyn District Council unless section 362V(2) of the Building Act 2004 applies; and
2. A Producer Statement from a registered drainlayer certifying that all stormwater runoff from the dwelling drains into the Council stormwater network. This provision shall be deemed to have been satisfied 6 (six) months after the issuing of a Code Compliance Certificate for the first dwelling built on the Lot; and

3. The contact details including daytime phone number, email address and postal address for the registered proprietors as recorded on the record of title have been provided to the Developer; and
4. On an ongoing compliance basis, that any subsequent registered proprietor has provided the same contact details in 2.3.3 above to the following email address prior to or on settlement of purchase: info@saunders.co.nz

2.4 Storage of Vehicles

Permit any vehicles (including boats, trailers, caravans, house buses and motor-homes but excluding a motor car that is used on a regular basis) to be left parked or stored on the Lot in any structure such as a gazebo, lean-to or carport that is not fully enclosed, nor shall such vehicle be left, parked or stored on the Lot where it is visible from any road.

2.5 Noxious Weeds and Rubbish

Allow the accumulation or housing of any rubbish, noxious substances, noxious birds or animals 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

Permit any dog or other pet to be kept in or about the property 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 property any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila. The keeping of pigeons is expressly prohibited.

2.7 Signs

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 property or dwelling, including any sign indicating that the dwelling is a Showhome. PROVIDED HOWEVER that the Covenantee shall, at its sole discretion, be entitled to exempt one or more lots of its choice from this restriction for a maximum period of 3 (three) years

2.8 Gas

Allow any portable gas cylinders or bottles to be placed on the Lot which are visible from the road, but this does not apply to gas bottles for use with outdoor barbecues or free-standing outdoor gas heaters.

2.9 Dwelling Height

On any of the Lots other than Lots 4502, 4503, 4506, 4507, 4510, 4511, 4514, 4515, 4517, 4520, 4523 to 4525 and 4529 to 4532 erect a dwelling greater in height than a single storey. However the Covenantee may, at the Covenantee'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 roofline or gable area and that the only natural light permitted into the roof cavity is from skylights set into the roof. Any such approved dwelling plans shall not be deemed to be in breach of this clause by virtue of having living areas situated within the roof cavity.

2.10 New Materials

Erect or permit to be erected on the Lot any building 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.

2.11 Non-permitted Cladding Materials

Construct any building 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 some soffits or gable ends.

2.12 Painting

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.

2.13 Building Materials

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 (the use of zincalume shall not be permitted), 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 Developer's Design Guidelines.

2.14 Fencing Materials

Erect or permit to be erected on the land any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron, or metal sheeting.

2.15 Letterbox

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.

2.16 Completion of Landscaping, Driveways and Paths

Permit the dwelling to be occupied unless all driveways and paths are completed in permanent materials, all wooden boundary fences are stained or painted and all unpaved areas are properly grassed or landscaped.

2.17 Satellite Dishes / Air Conditioning Units

1. Place or allow to be placed on the land or buildings any aerials or satellite dishes unless the same comply with the following requirements:
 - a) Have a maximum diameter of 1 (one) metre; and
 - b) Are situated at least 4 (four) metres from the front façade of the dwelling; and
 - c) Are mounted below the ridgeline of the roof.
2. Place or allow to be placed on the land or any part of the buildings any external air conditioning unit visible from the road frontage of the Lot.

2.18 Developer to Approve Plans

Commence any work on the property:

- a) Without submitting to the Developer for its approval all building plans, including site plans (showing the position of the vehicle crossing) specifications, external colours, fencing and fencing design and positioning, landscaping plans (which shall be prepared by a qualified landscape designer) and builder. Sole discretion lies with the Developer in approving building, colours, site plans, specifications, fencing and landscaping plans which shall generally comply with the Design Guidelines provided by the Developer to the Developer's satisfaction and at its sole discretion.
- 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 clauses 2 and 3 of Section A.

PROVIDED THAT this clause 2.18 only 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.

FOR THE AVOIDANCE OF DOUBT the covenants detailed in this land covenant are continuing obligations that require continuing compliance.

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

2.19 Playground in Council Reserve

Permit or allow the Covenantor to object to, complain, obstruct, hinder, bring any legal or other proceedings or actions or take any steps (whether directly or indirectly through another person) in connection with the use, operation of, noise emanating from the neighbourhood playground on proposed Lot 402 DP 560062 Reserve Lot to Vest in Selwyn District Council.

2.20 Restricted Vehicle Crossing

- (i) In respect of Lots: 4520, 4523, 4524, 4525, 4529, 4530, 4531 and 4532, use, construct, create or utilise any vehicle crossing other than the vehicle crossing already provided as at the date of plan deposit and furthermore shall not impinge upon the use of the adjacent parking bays to such vehicle crossing.
- (ii) In respect of Lots: 4501, 4504, 4505, 4508, 4509, 4512, 4513, 4516 and 4519 use, construct, create, or utilise any vehicle crossing from the road frontage and instead must utilise vehicle access from the jointly owned access lot adjacent to such Lot.
- (iii) In respect of Lots: 4517, 4518, 4519, 4532, 4533 and 4534 construct, create, or utilise a vehicle crossing from Springs Road frontage and instead must utilise new vehicle crossings either from Waikirikiri Road to be created upon deposit of the plan or right of way easements provided.

3.	DISPUTES RESOLUTION
3.1	Except as relates to the exercise of any discretion, opinion, approval or consent requested of the Covenantee 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.
3.2	If the dispute is not resolved within 20 (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.
3.3	If an arbitrator cannot be agreed upon within a further 10 (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.
3.4	Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.