

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

HURITINI LIMITED

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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).

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	Deposited Plan [xx]	[xx]	In gross

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 One.

ANNEXURE SCHEDULE ONE

1. The Covenantor covenants with the Covenantee that the Covenantor shall:
 - (a) Only have vehicle access to the Burdened Land over the area allocated for vehicle access (including the berm and kerb crossing) on plans approved by the Covenantee;
 - (b) Not permit the Burdened Land to be occupied or used as a residence either prior to the Dwelling being completed (including the construction of driveways, pathways, the erection of a letterbox and the landscaping and seeding of lawns visible from the road boundary) or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles for human occupation;
 - (c) Commence construction within 12 months and complete any buildings within 24 months of laying down foundations, and, within 24 months of laying down foundations the Covenantor shall complete all ancillary works such as fencing and landscaping;
 - (d) Not erect any building other than a Dwelling house or ancillary buildings in accordance with plans (including site plan, landscape plan and external colour scheme) that have been approved by the Covenantee, or the Covenantee's nominated agent, (such approval not to be unreasonably withheld) prior to the commencement of building;
 - (e) Reinstate, replace and be responsible for all costs arising from any damage to landscaping, berms, roading, footpaths, kerbs, concrete or other structures in the subdivision arising directly or indirectly from the use of the Burdened Land by the Covenantor or its occupiers, agents or invitees;
 - (f) Not transport or allow to be placed on the Burdened Land any shipping containers, relocatable, second-hand or pre-built building nor, without the Covenantee's prior written consent erect or permit to be erected on the Burdened Land any flatpack house or deconstructed house;
 - (g) Not use or permit to be used any second-hand materials without the Covenantee's prior written consent;
 - (h) Not erect or permit to be erected on the Burdened Land any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron or metal sheeting;
 - (i) Not erect or permit to be erected on the Burdened Land any fence or boundary wall of a height greater than 2.0m above the surrounding finished ground level. Road frontage (Waihora Way) fences to have a minimum setback of 4.0m;
 - (j) Not, without the Covenantee's prior written consent, erect or permit to be erected on:
 - i. Lots 1 – 11 of the Burdened Land any Dwelling house including garage having a floor area less than 160m²; or
 - ii. Lots 12 – 15 of the Burdened Land any Dwelling house including garage having a floor area less than 150m².

In considering whether or not to grant consent for a smaller Dwelling house, the Covenantor shall consider whether the dwelling house includes quality design features commonly found in larger Dwellings;

- (k) Not use as a roofing material anything other than tiles (clay, ceramic, decromastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel;
- (l) Not use as exterior cladding any material other than clay brick, recycled brick, stained or painted weatherboard, linear board, painted or sealed concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above;
- (m) Not use a roofing material, guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products on any building;
- (n) Not attach to or protrude from the front of the Dwelling house, garage or other structure or establish within 6m of the road boundary of the Burdened Land any fixture that is visible from the road and that in the Covenantor's sole discretion is obtrusive including, but not limited to, air-conditioning units, television or radio aerials and gas bottles;
- (o) Not permit any rubbish, including builders waste materials to accumulate or to be placed upon the Burdened Land, the berm in front of the Burdened Land or any adjoining land or permit grass or weeds to grow to a height exceeding 75mm or otherwise leave the Burdened Land or the berm in front of the Burdened Land in a condition that, in the Covenantor's sole discretion may be detrimental to the Covenantor's subdivision. The Covenantor shall have the right to remove any building materials from the Burdened Land, the berm in front of the Burdened Land or adjoining land, or to maintain the Burdened Land and the berm in front of the Burdened Land in a reasonable condition to avoid the Burdened Land being or becoming detrimental to the subdivision, with reasonable costs to be met by the Covenantor and payable on demand;
- (p) Not remove or relocate from the Burdened Land any fence, tree or shrub constructed, installed or planted by the Covenantor without the written consent of the Covenantor;
- (q) Not remove or relocate any tree installed by the Covenantor between the road and the Burdened Land without the prior written consent of the Covenantor. The removal or relocation of any such tree will be in the manner and form directed by the Covenantor and/or the Selwyn District Council and at the Covenantor's sole cost;
- (r) Not keep or raise any livestock, poultry, reptiles or animals of any kind or size on the Burdened Land or in any building other than a maximum of two (2) domesticated household pets. The keeping of dangerous dogs (as determined by the Covenantor in its sole discretion) and pigeons is expressly prohibited;
- (s) Not permit the erection of any sign on the Burdened Land other than a professionally sign written and installed sign marketing the Dwelling or section for sale. The Covenantor will only permit the erection of signage indicating a business if such

signage is acceptable in the sole discretion of the Covenantee and prior written consent is obtained. The Covenantee shall have the right to remove any sign, which in its sole discretion is unacceptable without prior warning;

- (t) Not use or allow the Burdened Land to be used for any illegal, offensive or noisy activities;
 - (u) Not use any part of the Burdened Land for a business or any purpose (other than a Dwelling house) that may affect the quiet enjoyment of adjacent owners, without the prior written consent of the Covenantee;
 - (v) Not permit the Dwelling to be used as a show home without written consent of the Covenantee.
2. In the event that the Covenantor disagrees with the withholding of approval by the Covenantee under clause 1(d) above, the matter shall be referred to a registered building/design professional mutually agreed between the Covenantor and Covenantee. The consent of the Covenantee shall be deemed to be given if such professional certifies that the proposed building(s) and improvements on the Burdened Land are appropriate and suitable for a high quality residential subdivision and will not have an adverse effect on other lots within the subdivision.
3. The Covenantee shall neither be required nor be liable to enforce the above covenants or any non-conformance of the above covenants.
4. In this instrument the following words have the following meanings:
- “Covenantor” means and includes all persons executing this instrument as Covenantor and the registered proprietor of the Burdened Land from time to time; and
- “Covenantee” means Huritini Limited and includes its assigns.
- “Dwelling” means a building or group of buildings designed and occupied as single self-contained household unit and includes normal accessory structure as a garage, garden, shed, glasshouse etc.