



## View Instrument Details

<b>Instrument No</b>	13398820.11
<b>Status</b>	Registered
<b>Lodged By</b>	Robinson, Janna Louise
<b>Date &amp; Time Lodged</b>	24 Nov 2025 15:26
<b>Instrument Type</b>	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

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<b>Affected Records of Title</b>	<b>Land District</b>
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1232553	Canterbury
1232554	Canterbury
1232555	Canterbury
1232556	Canterbury
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1232591	Canterbury

<b>Affected Records of Title</b>	<b>Land District</b>
1232592	Canterbury
1232593	Canterbury
1232594	Canterbury
1232595	Canterbury
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1232623	Canterbury
1232624	Canterbury
1232625	Canterbury
1232626	Canterbury
1232633	Canterbury

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**Annexure Schedule**                      Contains 17 Pages

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**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

**Covenantor Certifications**

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 Janna Louise Robinson as Covenantor Representative on 24/11/2025 03:02 PM

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**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 Janna Louise Robinson as Covenantee Representative on 24/11/2025 03:03 PM

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

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## Form 26

### Covenant instrument to note land covenant

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

#### Covenantor

Hamptons Road Developments Limited

#### Covenantee

Hamptons Road Developments Limited (as registered owner of the Benefited Land under Schedule A)  
Hamptons Road Developments Limited (in gross)

#### 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	n/a	Lots 1 – 19; 128 & 129; 20 – 72 & 200  (RT 1232553 – 1232626 & 1232633)	Lots 1 – 19; 128 & 129; 20 – 72 & 200  (RT 1232553 – 1232626 & 1232633)
Land Covenants	n/a	Lots 1 – 19; 128 & 129; 20 – 72 & 200  (RT 1232553 – 1232626 & 1232633)	Hamptons Road Developments Limited in gross

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**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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## Annexure Schedule

### 1. Purpose

- 1.1 The purpose of these Covenants is to protect the market and aesthetic value of the Benefiting Lots, the privacy, peace and security of the occupants of the Benefiting Lots and the quality of the environment touching and concerning the Benefiting Lots.
- 1.2 These Covenants will expire on the 1<sup>st</sup> day of March 2045.
- 1.3 Where there is at any time more than one owner of a Lot, these Covenants will be binding upon each and every owner jointly and severally.

### 2. Definitions and Interpretation

#### 2.1 Interpretation

- 2.1.1 Words importing one gender include the other gender.
- 2.1.2 Words importing the singular or plural include the plural and singular respectively.
- 2.1.3 Headings are inserted for the sake of convenience and ease of reference only. They do not form part of the text, and will not affect the construction or interpretation of these Covenants.

#### 2.2 Definitions

In these Covenants, unless the context otherwise requires:

“Benefiting Lots”	means the Lots which receive the benefit of these Covenants being those lots set out in Schedule A under the heading “Benefited Land”;
“Building”	comprises a Building as defined by the Building Act 2004 and includes a Dwelling;
“Covenants”	means the covenants contained within this document;
“Developer”	means Hamptons Road Developments;
“District Plan”	means the District Plan issued by the Council, as amended from time to time;
“Dwelling”	means and includes a residential dwelling, or family residence;
“Entrance Signage”	means the entrance feature walls erected by the Developer located in the Entrance Signage Area identifying Hampton Grove;
“Entrance Signage Area”	means the areas marked as G and H on DP 616075 on Lots 65 and 5 respectively;

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- “Hampton Grove” means the development by Hamptons Road Developments being carried out at 250 Hamptons Road including but not limited to the existing and future recreational facilities, Dwellings, open spaces, walkways, car parking and all other associated infrastructure, of which the Property and Land forms part;
- “Hamptons Road Developments” means Hamptons Road Developments Limited (NZBN 9429051527549) and any successor party or entity nominated by it or by any encompassing party or entity nominated to deal with applications required for approvals by the Lot Owner under any of these Covenants;
- “Landscape Feature” means any visible structure or landscape design or enhancement feature or utility to be provided on any Lot and includes any retaining walls or fences or other Building (except a Dwelling);
- “Lodge any Submission” means directly or indirectly, lodge or support in any way any objection or submission to any Planning Proposal and includes (without limitation) taking part in any planning hearing, or appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise;
- “Lot” means any Lot that is burdened by these Covenants;
- “Lot Owner” means the owner of any Lot;
- “Lot 200” means Lot 200 on DP 616075 comprising 3064sqm contained in RT 1232633.
- “Medium Density Section” means Lots designated in writing by the Developer (if any) as medium density sections where two Dwellings can be built on the Lot in accordance with clause 3.11;
- “Planning Proposal” means includes (without limitation) any application for resource consent and/or plan change and/or variation of any nature under the relevant District Plan and/or proposed District Plan in respect of, or which affects, the Development;
- “Property” means a Lot together with any Dwelling and Buildings situated thereon, and;
- (a) unless the context otherwise requires, includes any part of such Dwelling which is subject to a party wall easement and all Buildings (if any) situated on such lot; and

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(b) in relation to any proprietor or occupier means the property owned or occupied by that proprietor or occupier (as the case may be);

“Show Home” means a Dwelling built on any Lot by a builder or a building company in accordance with these Covenants which is furnished and decorated for the purpose of being available for public inspection;

“Standard Section” means any Lot but excludes all Medium Density Sections and Lot 200;

“Territorial Authority” means a territorial authority within the meaning of the Local Government Act 2002.

### 3. Building Covenants

3.1 Prior to construction of any Building, structure or improvements, the Lot Owner must first obtain the written approval of the Developer to the proposed final Building plans and specifications (and where appropriate, in the same form as intended to be submitted to the Territorial Authority for a building consent) and the intended use of the Property by the Lot Owner, and such specifications will include full details of all exterior colour schemes and finishes and details of fences, driveways and front yard landscaping.

3.2 The consent of the Developer required under clause 3.1 will not be unreasonably withheld unless the planned Building, structure or improvements are contrary to the terms of this Covenant including clause 1.1.

3.3 The Developer will be entitled to serve an injunction notice on the Lot Owner to cease all work if the Lot Owner commences any construction work without first having obtained the approval of the Developer in accordance with clause 3.1.

3.4 The obligation to obtain the approval of the Developer pursuant to clause 3.1 will expire five (5) years after the date of registration of the transfer of the Property by Hamptons Road Developments to the Lot Owner but this will not release the Lot Owner from its obligations to comply with these Covenants.

#### Construction and Development

3.5 The Lot Owner will not construct, erect, or place or permit to be constructed or placed on any Lot, any Dwelling, Building, shed or other structure that exceeds two storeys in height.

3.6 All Buildings must be constructed on-site from new or high quality recycled materials.

3.7 Exterior cladding for all Buildings on any Lot are to be one of the following materials:

3.7.1 brick;

3.7.2 stone;

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- 3.7.3 concrete block stucco;
  - 3.7.4 cement or plaster finish or similar type of finish;
  - 3.7.5 plastered textured finish;
  - 3.7.6 stained or painted timber weatherboards or linear boards which have the appearance of timber weatherboards;
  - 3.7.7 solid plaster or glazing; or
  - 3.7.8 such other materials as may be approved by the Developer.
- 3.8 All roofing materials on any Building are to be one of the following:
- 3.8.1 tiles (including clay, ceramic, concrete, decramastic or pre-coated steel);
  - 3.8.2 steel (comprising pre-painted, long-run pressed or rolled steel);
  - 3.8.3 shingles;
  - 3.8.4 slate;
  - 3.8.5 membrane roofing; or
  - 3.8.6 such other roofing material as may be approved by the Developer.
- 3.9 No reflective or visually obtrusive roof, wall or joinery materials, colours or mirror glass may be used for any Building.
- 3.10 No more than one Dwelling may be constructed on each Lot. This clause does not apply to Medium Density Sections and Lot 200.
- 3.11 Medium Density Sections may have two Houses constructed on them on terms and conditions determined, and approved in writing, by the Developer in accordance with clause 3.1. Medium Density Sections cannot be further subdivided.
- 3.12 The Lot Owner will not construct, erect or place or permit to be constructed, erected or placed on the Lot:
- 3.12.1 Any Building which uses concrete or treated wooden piles without providing a solid and durable skirting board or other enclosure around the exterior of the Building(s) from ground height to the underside of the wall cladding.
  - 3.12.2 Any Building which has an internal installed open fireplace or dry wood or pellet or similar solid fuel burner (except for clean air approved fires or burners complying with relevant and current environmental standards).

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- 3.12.3 Any Building with an air conditioning unit which is set into or protrudes from the Building(s). Any external air conditioning units must be properly screened and noise proofed to ensure they are not a nuisance to neighbours.
- 3.12.4 Any Building other than those designed for residential use and associated garage(s). Notwithstanding this clause, the Developer and its designated representative(s) and/or builders, as approved by the Developer from time to time, may use the Buildings or Dwellings as model homes, Show Homes or offices, provided that such use is in furtherance of the primary purpose of construction and sale of Lots and Dwellings within Hampton Grove, and such use has been approved by the Developer under clause 3.1.
- 3.12.5 Any driveways, driveway crossings and entranceway locations and plans and specifications which have not been approved by the Developer prior to construction. For the avoidance of doubt, it is the responsibility of the Lot Owner to construct driveways, driveway crossings and entranceways.
- 3.12.6 Any Building that has windows, doors or skylights so placed that the privacy or any neighbouring Dwelling is unreasonably affected.
- 3.12.7 Any caravan, hut, garage or shed for any kind of permanent or temporary residential use, unless it is:
- 3.12.7.1 a once prefabricated (but not pre-used) garden shed which is adequately screened from neighbouring properties may be placed on the Property; or
- 3.12.7.2 a builder's shed or other similar building required during the construction of any Dwelling. The builders shed or other similar building may be placed on the Property during such construction, but must be removed on completion of such construction.
- 3.13 Portable gas cylinders or bottles may be used on any Lot or in any Building for any permanent cooking, water heating or domestic heating purposes provided they are hidden from view from the road and neighbouring properties at all times.
- 3.14 Diesel, petrol, oil or gas tanks which have a capacity of over 100 litres are prohibited on any Lot or within any Building unless approved in writing by the Developer.
- 3.15 All construction works of any Building including:
- 3.15.1 the reconstruction of a vehicle crossing required to complete a Dwelling on any Lot; and
- 3.15.2 any required painting or staining of exterior surfaces,
- will be completed within a period of fifteen (15) months from the date of commencement of construction work. Earthworks and landscaping works associated with such development, including lawns, drives, paths and fencing, are to be completed within three (3) months of Building completion.

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- 3.16 During construction the Lot Owner will not allow a period of more than three (3) months to lapse without substantial work being carried out once such work has commenced.
- 3.17 No Building on any Lot may be occupied as a residence in any way until:
- 3.17.1 the Code Compliance Certificate(s) has been issued by a building consent authority in accordance with the Building Act 2004;
  - 3.17.2 all Buildings on the Lot have been completed in accordance with all the terms of these Covenants;
  - 3.17.3 all exterior work, and decoration as approved by the Developer, are completely installed;
  - 3.17.4 all driveways, paths, fences, and other Landscape Features are completed in accordance with these Covenants; and
  - 3.17.5 all unpaved areas viewable from the street are properly grassed and/or landscaped according to the approved plans.
- 3.18 No use may be made of adjacent land, footpaths or recreation areas abutting any Lot for access (other than the access approved by the Developer) or for dumping of rubbish. The Lot Owner (and its contractors) will reinstate, replace and be responsible for all costs arising from damage to the landscaping, roads, footpaths, kerbing, berms, concrete, or other structures arising directly or indirectly from any access or use.
- 3.19 The Lot Owner will not reconstruct, alter, add to, renovate or refurbish any Building, structure or other improvement on the Property which results in such Building or structure no longer being of a standard commensurate with the exterior appearance and architectural standard of the properties in Hampton Grove; or being in breach of these Covenants.
- 3.20 The Lot Owner will not construct, erect or place, or permit to be constructed, erected or placed on the Lot any Dwelling which is to be used as a residence that:
- 3.20.1 has a floor area of less than 120 metres square (including garage under one roof) on any Lot less than 450 square metres in area; or
  - 3.20.2 has a floor area of less than 140 metres square (including garage under one roof) on any Lot between 450 and 550 square metres in area; or
  - 3.20.3 has a floor area of less than 170 square metres (including garage under one roof) on any Lot between 550 and 650 square metres in area;
- unless prior written approval of a smaller floor area has been obtained by the Lot Owner from the Developer in accordance with clause 3.1 of these Covenants.
- 3.21 The covenants in clauses 3.6, 3.7, 3.8, 3.11, 3.12.1, 3.12.3, 3.12.7, 3.17, 3.20 4, 5.1, 5.3 and 5.5 (inclusive) do not apply to Lot 200.

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#### 4. **Bond**

- 4.1 The Lot Owner will pay to the Developer a Bond of \$1,000.00 prior to the Developer accepting or approving their plans and specifications for the dwelling and driveway.
- 4.2 A Medium Density Section Lot Owner will pay a further Bond of \$5,000.00 if the Lot has been designated as a Medium Density Section by the Developer and approval has been given in accordance with these Covenants.
- 4.3 The Developer will hold this Bond without accounting for any interest for the duration of the construction period by the Lot Owner of their dwelling, landscaping, and driveway crossing.
- 4.4 On completion the Lot Owner will apply to the Developer to refund their Bond, which the Developer will do in full provided no damage has occurred to the surrounding, berms, roadways, footpaths, or landscaping.
- 4.5 In the event damage has occurred the Bond will be used to repair the damage done by the Lot Owner or their contractors. If any such damage exceeds the Bond, the Lot Owner will pay any excess within five (5) working days' notice by the Developer.

#### 5. **Landscape Features**

- 5.1 Construction of any Landscape Features on any Lot is not to commence until the plans and specifications have been approved by the Developer.
- 5.2 No Landscape Feature may exceed a height of 2 metres above the original subdivision ground level of a Lot without the express written approval of the Developer.
- 5.3 Clotheslines and letter boxes must be unobtrusive and of good quality in terms of design and location. The positioning of any clothesline will be located as specified by the Developer with appropriate screening to ensure it will not be highly visible from the street or the reserve. The positioning of any letterbox will be adjacent to but not on any road reserve.
- 5.4 All attachments to any Buildings or structures on any Lot (including television antenna, solar water heating panels, satellite dish, mast, garden statues, fountains or any other ornamental decoration or similar garden or Landscape Feature) must be approved by the Developer in writing.
- 5.5 The construction and, the location of swimming pools (including fencing and screening on any Lot) must be approved by the Developer in writing.
- 5.6 No tree, shrub or other plant of any variety whatsoever is to be grown on any Lot so that it unreasonably interferes with the sunlight to or view from any Lot.

#### **Area G and H on DP 616075**

- 5.7 No Lot Owner will remove, or damage or permit to be removed or damaged, the Entrance Signage.

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- 5.8 The Developer will be responsible for any maintenance and repair of the Entrance Signage for a period of 2 years from the date of registration of these Covenants unless such maintenance or repair is the result of any action of any Lot Owners (“Developer Maintenance Period”).
- 5.9 During the Developer Maintenance Period, the Lot Owners of Lots 5 and 65 will allow the Developer access to their properties for the purposes of carrying out any necessary maintenance or repair as set out in these Covenants. The Developer is to give the Lot Owners, 48 hours’ notice of such intended access.
- 5.10 The Owners of Lots 5 and 65 will not place, erect or permit to be placed or erected, any structure or any plant to grow upon the Entrance Signage Area which will obscure the visibility of the Entrance Signage.
- 5.11 On the expiry of the Developer Maintenance Period, all Lot Owners are responsible equally for the repair and maintenance of the Entrance Signage, and for the associated costs, so as to keep the Entrance Signage in good order and repair, and to prevent them from becoming dilapidated or to fall into disrepair and prevent them from becoming a danger or nuisance.
- 5.12 Any repair or maintenance of the Entrance Signage that is attributable solely to an act or omission by a Lot Owner (including those persons’ agents, employees, contractors, tenants, licensees, and invitees) must be promptly carried out by that Lot Owner at their sole cost.
- 5.13 If the repair and maintenance of the Entrance Signage is only partly attributable to an act or omission by the Lot Owner (including those persons’ agents, employees, contractors, tenants, licensees, and invitees):
- 5.13.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
- 5.13.2 the balance of those costs is payable equally between all Lot Owners.
- 6. Maintenance**
- 6.1 The Lot Owner will not:
- 6.1.1 Allow any Building or structure on the Property to become dilapidated or to fall into disrepair or to cause any damage or harm to any other neighbouring properties.
- 6.1.2 Allow any nuisance or unreasonable disturbance to be caused to any Lot Owner or occupier of neighbouring properties.
- 6.1.3 Move, damage or remove any survey pegs or markers on the Property and in the event of any breach of this restriction, the Lot Owner will, at their own cost, have such pegs or markers replaced by a registered surveyor.
- 6.1.4 Allow the Property to become littered, overgrown, or unsightly to the intent that the Property is to be maintained in a neat and tidy condition, nor allow any noxious weeds (including gorse, blackberry or ragwort) to grow on the Property.

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6.1.5 Except when construction works are in progress, allow any trade vehicle, trade equipment or materials, debris, rubbish or any vehicle of any unsightly nature to be brought onto or remain on the Property unless the same is adequately garaged or screened so as not to be visible to or to cause any offence to neighbouring properties and to preserve the amenity of Hampton Grove.

**7. Activity/Use of Property:**

7.1 The Lot Owner must not use the Property for any primary purpose other than for residential occupation. Ancillary purposes are governed by the planning provisions under any regulatory land use controls applicable from time to time.

7.2 In the event the Developer authorises a Dwelling on a Lot to be built and utilised as a Show Home by a builder in accordance with clauses 3.1 and 3.12.4, then the following will apply:

7.2.1 Clause 7.1 above will not apply for the duration of the time the Property is so used as a Show Home;

7.2.2 If the Lot Owner has approval from the Developer in accordance with clauses 3.1 and 3.12.4 of these Covenants, then:

7.2.2.1 the Lot Owner may use the Property solely for the purposes of a Show Home;

7.2.2.2 residential occupation of the Property will not be permitted; and

7.2.2.3 the Lot Owner will not be entitled to sell the Property as a vacant Lot.

7.2.3 Notwithstanding clauses 3.15 and 3.16 of these Covenants, the Lot Owner will:

7.2.3.1 commence construction of the Show Home within one (1) month of receiving possession of the Property; and

7.2.3.2 complete construction of the Show Home including landscaping and fencing, within nine (9) months of commencing construction.

7.2.4 The Lot Owner will ensure that at least one sales representative of the Lot Owner's building company will be on site at the Property and is available for inspection of the Property other than during those times as set out in clause 7.2.6 below.

7.2.5 The Show Home will remain unoccupied and be maintained, landscaped, and furnished to the highest standard by the Lot Owner, in accordance with these Land Covenants, and to the reasonable satisfaction of the Developer.

7.2.6 The Lot Owner will not make the Show Home available for inspection:

7.2.6.1 Mondays to Sundays before midday and after 5pm; and

7.2.6.2 Christmas Day, Boxing Day, Good Friday, and Easter Sunday; and

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- 7.2.6.3 On settlement date of the neighbouring properties.
- 7.2.7 The Property may be utilised as a Show Home for a minimum period of eighteen (18) months from the date the Show Home is completed in accordance with clause 7.2.3.2 of these Covenants (“Eighteen Month Timeframe”).
- 7.2.8 On the expiry of the Eighteen Month Timeframe the Lot Owner will cease to use the Property as a Show Home and may sell it to a third party for residential use.
- 7.2.9 Notwithstanding clause 7.2.8 on the expiry of the Eighteen Month Timeframe the Lot Owner may apply for a three (3) month extension to continue to use the Property as a Show Home in accordance with the terms of these Covenants (“Three Month Extension”). If the Three Month Extension is granted by the Developer (in its sole discretion), the Lot Owner may continue to apply for further Three Month Extensions until such time as the Developer (in its sole discretion) refuses to grant another Three Month Extension.
- 7.2.10 On the expiry of the Eighteen Month Timeframe, or the Three Month Extension, whichever is the later, the Lot Owner may not remove the Show Home from the Property, unless the Lot Owner has obtained the prior written approval of the Developer (which may be withheld in its sole discretion) to do so.
- 7.2.11 The Lot Owner may erect one large sign on the Property on the following terms:
- 7.2.11.1 It must be for the sole purpose of identifying it as the Lot Owner’s Show Home;
- 7.2.11.2 The Lot Owner must have obtained the prior written approval of the Developer (in its sole discretion) as to its size, shape and design;
- 7.2.11.3 It will be as unobtrusive as possible; and
- 7.2.11.4 It will be removed from any areas where it is visible from the public street during the times and dates outlined in clause 7.2.6.
- 7.3 No Lot is to be used for any form of temporary residential purposes either by construction of temporary Buildings or by the placement of caravans, modular homes, motor homes, house trailers, buses, tractors, huts, tents and/or vehicles able to be used for human habitation.
- 7.4 The Lot Owner must not store, or allow to be stored, any caravan, motor home, trailer, recreational vehicle, trade vehicle or other equipment or machinery in front of the Dwelling or within five (5) metres of the Property boundary or any road, unless the same is garaged or adequately screened so as to preserve the amenities and standard of Hampton Grove. Short-term parking by its visitors and trade people of vehicles in daily use will not be in breach of this clause.
- 7.5 The Lot Owner must not allow any livestock, animals or beehives to be brought onto or kept on the Property other than normal household domestic pets (and the term ‘household domestic pets’ does not include livestock such as pigs, goats, horses, sheep, chickens, roosters, pigeons, peacocks or any animal which may

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cause a nuisance to owners or occupiers of other properties in Hampton Grove) and in particular, the Lot Owner will not keep or allow be kept on the Property any dog which is generally recognised as being an aggressive breed and which may cause a risk to owners or occupiers of other properties in Hampton Grove (e.g. Pit-Bull Terrier, Japanese Tosa, Dogo Argentino, Rottweiler and Doberman Pincher). Notwithstanding this clause 7.5, the Lot Owner of Lot 200 is permitted to keep up to 1 sheep and 10 chickens on Lot 200 at all times.

- 7.6 The Lot Owner must not carry out nor permit to be carried out on the Property any activity which does not comply with the Selwyn District Council permitted activities in a Residential Zone.
- 7.7 The Lot Owner must not use or permit the use of the Property for institutional residential purposes or as a hostel, lodge, boarding house, or brothel.
- 7.8 No inflammable, explosive or noxious materials are to be stored or used on any Lot or in any Building. The Lot Owner must not allow any offensive activity to be conducted or permitted to exist upon any Lot, or in any Building, nor will anything be done or permitted to exist on any Lot, or in any Building that may be or may become an annoyance or private or public nuisance. An annoyance or private or public nuisance includes loud sounds or noises or offensive smells.
- 7.9 No Standard Section or Medium Density Section Lot may be further subdivided nor will any further easements be agreed to, granted or registered on any Lot, including rights of way, unless previously agreed in writing by the Developer.
- 7.10 Notwithstanding clause 7.9, the Lot Owner of Lot 200 is permitted to further subdivide Lot 200:
- 7.10.1 from the date that is on or after 5 years from the date of registration of these Covenants without requiring prior written approval from the Developer; or
- 7.10.2 before the date that is 5 years from the date of registration of these Covenants, provided that the Lot Owner must, prior to commencing with any subdivision, construction of any further Buildings, structures or improvements on Lot 200, obtain the prior written approval of the Developer to:
- 7.10.2.1 the proposed subdivision plan; and
- 7.10.2.2 the final Building plans and specifications in accordance with clause 3.1 of these Covenants.

## 8. Fencing

- 8.1 The Lot Owner will be bound by a fencing covenant within the meaning of section 2 of the Fencing Act 1978 in that neither the Developer nor the Selwyn District Council is liable to erect or maintain to pay for or contribute towards the costs of any dividing fence or boundary fence or part thereof between the Property and any adjoining land owned by the Developer or the Selwyn District Council.
- 8.2 Any front boundary fence situated within five (5) metres of a legal road boundary will be limited to a maximum height of one (1) metre.

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- 8.3 Notwithstanding clause 8.2, where any Lot has two adjoining road boundaries, the Lot Owner will construct a landscaped fence along one of those boundaries to a maximum height of 1.8 metres provided the adjoining road boundary fence complies with clause 8.2 above.
- 8.4 The height of any fence which is situated more than five (5) metres from the boundary of a legal road will be a landscaped fence and at a height and style to be determined following consultation between the Developer and Lot Owner but subject always to the Developer's right of approval.
- 8.5 Unless the Developer approves or requires otherwise, any fence other than those in clauses 8.2 to 8.4 above, will be constructed to a height of 1.8 metres and be made of posts, rails and timber palings stained in wood colours or such other colour or colours and alternative materials as may be approved by the Developer.
- 8.6 All fences constructed will comply with the following (unless otherwise approved in writing by the Developer):
- 8.6.1 The palings side of fences are to face towards to the north side of the Property, so that when looking north from inside the Property, the palings will be facing inwards.
- 8.6.2 The railings side of fences will towards the south side of the Property, so that when looking south from inside of the Property, the railings will be visible.
- 8.7 Any Lot which has the use of a right of way over another Lot will be required to contribute towards the cost of a boundary fence along the right of way in equal shares with other Lot Owners who share the use of the right of way and any Lot Owners who owns the Lot over which the right of way lies.
- 9. General**
- 9.1 The Lot Owner will not at any time encourage, fund or support any other person to:
- 9.1.1 object to, or Lodge any Submission with Council against any Planning Proposal which in any way relate to Hampton Grove or the use or intended use or development of Hampton Grove by the Developer or its successors and assigns;
- 9.1.2 object to in any way the construction of two Dwellings on any Medium Density Section;
- 9.1.3 do or permit to be done or omit to do any act, matter or thing intended to restrict or which has the effect of restricting the use or development of Hampton Grove for the Developers intended use;
- 9.1.4 obtain an order, injunction or any other remedy or make any complaint against any contractor or any consultant which relates to the Development.
- 9.2 If requested by the Developer, the Lot Owner will:
- 9.2.1 promptly give its unqualified written approval including any affected party approval under section 95E of the Resource Management Act 1991, to any application made to the Council for any Planning Proposal and will not withdraw that approval; and/or

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9.2.2 Lodge any Submission in support of any Planning Proposal and will not withdraw that submission; and

9.2.3 sign all documents and do all things required by the Developer to meet its obligations under this clause.

## 10. Creation of Land Covenant

10.1 The Lot Owner for itself and its successors in title covenant and agree with each of:

10.1.1 the Developer for the Benefiting Lots; and

10.1.2 The Developer (as Covenantee in gross)

that the Lot Owner will at all times observe and perform all these Covenants to the intent that each of the Covenants will enure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the Lot Owners, and the Developer (as Covenantee in gross), provided that the Lot Owner will be liable only for breaches of these Covenants which occur whilst the Lot Owner is the registered proprietor of the Property or any part of the Property.

10.2 Acknowledging that the value of the Benefitting Lots may be affected by the standard of House erected on any Lot and by failure to comply with these Covenants, the Lot Owner agrees for the Lot Owner/s of the Benefitting Lots personally and their executors, administrators and assigns that should any Lot Owner fail to comply with any of the Covenants contained in these clauses and without prejudice to any other liability which the Lot Owner may have to the Developer and any person or persons having the benefit of those Covenants, the Lot Owner will, upon written demand be made by the Developer:

10.2.1 immediately on receipt of a written demand for payment from the Developer or the Developer's solicitor pay to the Developer as liquidated damages the sum of \$100.00 per day for each day the default continues unremedied (after such written demand has been made); and

10.2.2 immediately undertake such remedial action as may be required by the Developer including but not limited to permanently removing or causing to be permanently removed from the Lot any Dwelling, Building, Landscape Feature or other structure so erected or repaired or other cause of any breach of these Covenants;

10.2.3 pay on demand the Developer's costs incurred in respect of the default and any enforcement or attempted enforcement of the Developer's rights, such costs to include but not be limited to legal costs on a solicitor client basis;

10.2.4 pay interest at the rate of 20% on any money which may be demanded and not paid, such interest to accrue from the date of the demand until it is finally received by the Developer,

provided that:

10.2.5 except for those defaults notified to the Lot Owner when it is a registered owner of the Lot, the Owner will only be liable while the Lot Owner is a registered owner of the Lot;

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- 10.2.6 if a default is completely and finally remedied within one month of notice in writing requiring the removal or remedy of such cause or default and the payment by the defaulting party of all reasonable legal costs and other expenses by the party enforcing these Covenants the sum payable under clause 10.2.1 will abate to \$1.00 per day provided that this abatement will not apply in respect of any subsequent default of a similar nature; and
- 10.2.7 the right of the Developer to enforce these Covenants by this clause will continue for five (5) years from the date on which it ceases to be a Lot Owner provided however that the Developer is under no liability whatsoever to enforce these Covenants.

## 11. Disputes

- 11.1 Any difference or dispute between any parties regarding the interpretation of these Covenants or as conferred by such Covenants will be referred at the request of either party to the arbitration of a single arbitrator on the following terms:
  - 11.1.1 The arbitrator is to be jointly agreed upon the by the parties.
  - 11.1.2 If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, then the arbitrator shall be appointed by the President of the Canterbury-Westland branch of the New Zealand Law Society for the time being and such nomination will bind the parties.
  - 11.1.3 The reference is a reference to a single arbitration under the Arbitration Act 1996.
  - 11.1.4 The arbitrator's decision will be final and binding on both parties and may include an order for costs, an order for enforcement and interest on moneys payable.
  - 11.1.5 The parties will not resort to litigation except for the purposes of enforcing this clause.
- 11.2 The Developer will not be liable because of any action it takes or fails to take or for any default in any Building, structure or improvement erected on any of the properties in Hampton Grove or for any breach of these Covenants or otherwise and the Lot Owners will indemnify and keep indemnified the Developer and its legal successors (other than successors in title after registration of a transfer from the Developer to a subsequent owner) from any costs, claims, suits, demands or liabilities arising out of or under these Covenants including non-observance of these Covenants.
- 11.3 If any of the restrictions contained in these Restrictive Covenants are deemed to be unenforceable or void for any reason, then that particular provision will be deemed to be deleted from the terms of these Restrictive Covenants to the intent that the balance of the Covenants will remain unaffected and enforceable.
- 11.4 The Lot Owner acknowledges that different stages of Hampton Grove by the Developer may include Covenants which differ from these Covenants.

## 12. Vesting of Roads and Reserves

- 12.1 All Owners consent to the deposit of any Survey Plan which has the effect of vesting any land in any local authority, territorial authority or the Crown ("Land to Vest") or where land is to be transferred for utilities or

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road ("Land for Utilities"). The Lot Owners agree that these Covenants will cease to apply in respect of the Land to Vest and any Land for Utilities upon the date of lodgement with Land Information New Zealand (or any such replacement entity) of the required documents to deposit the Survey Plan. The Lot Owners agree that this clause will be deemed to be the consent of the Lot Owner to the deposit of the Survey Plan (including under section 224(b)(i) Resource Management Act 1991 (or any like or similar provision in any variation, consolidation or replacement Act)) and for the removal of these Covenants from any Land for Utilities.

12.2 If it is determined by the Developer that additional written consent is required from the Lot Owner to the deposit of a Survey Plan or the removal of covenants in this Instrument from any Land for Utilities under clause 12.1 then:

12.2.1 at the request of the Developer, the Lot Owner will immediately give such written consent to the Developer; and

12.2.2 in addition to clause 12.1 and 12.2.1 the Lot Owner irrevocably appoints the Developer or its successor in title as its attorney to sign any consent necessary in the required form to deposit any Survey Plan. No person dealing with the Lot Owner as the attorney in this capacity need inquire if the Developer is validly exercising its powers as attorney under this clause.