



View Instrument Details

Instrument No	13381387.17
Status	Registered
Lodged By	Tait, Andrew David Royds
Date & Time Lodged	07 Oct 2025 15:35
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
----------------------------------	----------------------

1251073	Canterbury
1251074	Canterbury
1251075	Canterbury
1251076	Canterbury
1251077	Canterbury
1251078	Canterbury
1251079	Canterbury
1251080	Canterbury
1251081	Canterbury
1251082	Canterbury
1251084	Canterbury
1251083	Canterbury
1251085	Canterbury
1251086	Canterbury
1251087	Canterbury
1251088	Canterbury
1251089	Canterbury
1251090	Canterbury
1251091	Canterbury
1251092	Canterbury
1251093	Canterbury
1251094	Canterbury
1251095	Canterbury
1251096	Canterbury
1251097	Canterbury
1251098	Canterbury
1251099	Canterbury
1251100	Canterbury
1251101	Canterbury
1251102	Canterbury
1251103	Canterbury
1251104	Canterbury
1251105	Canterbury
1251106	Canterbury
1251107	Canterbury
1251108	Canterbury
1251109	Canterbury
1251110	Canterbury
1251111	Canterbury

Affected Records of Title	Land District
1251112	Canterbury
1251113	Canterbury
1251114	Canterbury
1251115	Canterbury
1251116	Canterbury
1251117	Canterbury
1251118	Canterbury
1251119	Canterbury
1251120	Canterbury
1251121	Canterbury
1251122	Canterbury
1251123	Canterbury
1251124	Canterbury
1251125	Canterbury
1251126	Canterbury
1251127	Canterbury
1251128	Canterbury
1251129	Canterbury
1251130	Canterbury
1251131	Canterbury
1251132	Canterbury
1251133	Canterbury
1251134	Canterbury
1251135	Canterbury
1251136	Canterbury
1251137	Canterbury
1251138	Canterbury
1251139	Canterbury
1251140	Canterbury
1251141	Canterbury
1251142	Canterbury
1251143	Canterbury
1251144	Canterbury
1251145	Canterbury
1251146	Canterbury
1251147	Canterbury
1251148	Canterbury
1251149	Canterbury
1251150	Canterbury
1251151	Canterbury
1251152	Canterbury

Affected Records of Title	Land District
1251153	Canterbury
1251154	Canterbury
1251155	Canterbury
1251156	Canterbury
1251157	Canterbury
1251158	Canterbury
1251159	Canterbury
1251160	Canterbury
1251161	Canterbury
1251162	Canterbury
1251163	Canterbury
1251164	Canterbury
1251165	Canterbury
1251166	Canterbury
1251167	Canterbury
1251168	Canterbury
1251169	Canterbury
1251170	Canterbury
1251171	Canterbury
1251172	Canterbury
1251173	Canterbury
1251174	Canterbury
1251175	Canterbury
1251176	Canterbury
1251177	Canterbury
1251178	Canterbury
1251179	Canterbury
1251180	Canterbury
1251181	Canterbury
1251182	Canterbury
1251183	Canterbury
1251184	Canterbury
1251185	Canterbury
1251186	Canterbury
1251187	Canterbury
1251188	Canterbury
1251189	Canterbury
1251190	Canterbury
1251191	Canterbury
1251192	Canterbury
1251193	Canterbury

Affected Records of Title	Land District
1251194	Canterbury
1251195	Canterbury
1251196	Canterbury
1251197	Canterbury
1251198	Canterbury
1251199	Canterbury
1251200	Canterbury
1251201	Canterbury
1251202	Canterbury
1251203	Canterbury
1251204	Canterbury
1251205	Canterbury
1251206	Canterbury
1251207	Canterbury
1251208	Canterbury
1251209	Canterbury
1251210	Canterbury
1251211	Canterbury
1251212	Canterbury
1251213	Canterbury
1251214	Canterbury
1251215	Canterbury
1251216	Canterbury
1251217	Canterbury
1251218	Canterbury
1251219	Canterbury
1251220	Canterbury
1251221	Canterbury
1251222	Canterbury
1251223	Canterbury
1251224	Canterbury
1251225	Canterbury
1251226	Canterbury
1251227	Canterbury
1251228	Canterbury
1251229	Canterbury
1251230	Canterbury
1251231	Canterbury
1251232	Canterbury
1251233	Canterbury
1251234	Canterbury

Affected Records of Title	Land District
1251235	Canterbury
1251236	Canterbury
1251237	Canterbury
1251238	Canterbury
1251239	Canterbury
1251240	Canterbury
1251241	Canterbury
1251242	Canterbury
1251243	Canterbury
1251263	Canterbury
1251264	Canterbury
1251265	Canterbury
1251266	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 Andrew David Royds Tait as Covenantor Representative on 06/10/2025 04:48 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 Andrew David Royds Tait as Covenantee Representative on 06/10/2025 04:49 PM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6263
COVENANT INSTRUMENT TO NOTE LAND COVENANT
Sections 116(1)(a) & (b) Land Transfer Act 2017



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

EALRSBROOK RESIDENTIAL LIMITED

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

EARLSBROOK RESIDENTIAL LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A *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	DP616488	Lots 1-175 DP616488 (1251073-1251243, 1251263-1251266)	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 **1**].

Annexure Schedule 1

EARLSBROOK – PROTECTIVE COVENANTS

1. Protective Covenants (“Covenants”)

- 1.1 Earlsbrook wishes to preserve the character and integrity of the Earlsbrook Subdivision and the Lincoln area in general.
- 1.2 To facilitate this the Covenantor agrees to the following Covenants which are to be registered against each separate Record of Title to the Burdened Land.

2. Interpretation

- 2.1 For the purposes of the Covenants the following words shall have the following meaning:

Allow means and includes do, use, facilitating, permitting and suffering;

Approval or Approved means an approval obtained in accordance with clause 3 below;

Approval Certificate means a certificate issued by **Earlsbrook** which provides confirmation that all Building and Landscaping have been completed in accordance with the terms of these Covenants and the Earlsbrook Residential Design Guide;

Building means all structures, constructions and improvements, including (but not limited to) dwelling houses, flats, units, garages, glass-houses and sheds;

Burdened Land means land, lot, Low Density Lot, Medium Density Lot and Corner Lots;

Construct and **Construction** means to install, erect, plant, complete relocate, repair, renovate, replace or place on the Burdened Land or in any Building and also includes **Allow** to construct;

Corner Lot means any Burdened Land having two street fronting boundaries, provided that, unless specifically referenced as such in the Covenants, a Corner Lot shall be regarded as either a **Low Density or Medium Density Lot**;

Earlsbrook means Earlsbrook Residential Limited or its agent;

Earlsbrook Residential Design Guide means the residential design guidelines published by Earlsbrook and available on the Earlsbrook website and which generally set out the following:

- (i) The general compliance standards for the design, building specifications and layout of the Buildings;
- (ii) The design and specification for fencing and Landscaping constructed either by Earlsbrook or the Covenantor and situated on the Burdened Land;
- (iii) The general use of the Burdened Land throughout the period of construction; and
- (iv) The general maintenance and upkeep of the Burdened Land.

Earlsbrook may at its unfettered discretion make any amendments to the **Earlsbrook Residential Design Guide** that it deems appropriate from time to time.

Landscaping means and includes (but is not limited to) driveways, driveway crossings, concrete areas, entranceways, footpaths, kerbs, road frontages, planting, satellite dishes, fencing, walls, wind-breaks, washing lines, street and house numbering including design;

Low Density Lot means any Burdened Land between 500m² - 700m² in area;

Medium Density Lot means any Burdened Land between 300m² and 499m² in area;

Primary Road Boundary means, in relation to a Corner Lot, the street facing boundary upon which the driveway has been or is still to be constructed;

Secondary Road Boundary means, in respect of a Corner Lot, the street facing boundary upon which no driveway has been constructed or is to be constructed;

Subdivision means **Earlsbrook's** subdivision in Lincoln known as Earlsbrook.

The following provisions shall apply in the construction and interpretation of these Covenants (unless the context otherwise requires):

- (a) The headings are for convenience only and shall not affect the interpretation of these Covenants; and
- (b) Words importing the singular include the plural and vice versa.

3. **Earlsbrook Approval**

- 3.1 All Approvals required in accordance with these Covenants must be in writing from Earlsbrook. All Approvals must also be:
 - (a) Obtained by the Covenantor prior to any work being carried out on the Burdened Land; and
 - (b) May be given or denied at the sole and absolute discretion of Earlsbrook.
- 3.2 The Covenantor acknowledges that providing Approval for one party in no way creates a precedent for Approval for another party and Earlsbrook may refuse approval for an identical request from another party and shall not be required to provide any reason for such lack of Approval. Further, and without limiting its absolute discretion, Earlsbrook may refuse to provide Approval to the Covenantor, if what is being proposed by the Covenantor is determined as being detrimental to the Subdivision either now or at any stage in the future.
- 3.3 In exercising its discretion for Approval in accordance with clause 3.1 above Earlsbrook may take into account the architectural merit, visual appearance as well as its own assessment of the general effects on the Burdened Land and the Subdivision in general.
- 3.4 In considering a request made by the Covenantor for an Approval Certificate, Earlsbrook shall assess whether the Building and Landscaping on the Burdened Land has been completed in observance with:
 - (a) The terms of the Earlsbrook Residential Design Guide; and
 - (b) Any plans previously approved by Earlsbrook.

3.5 The address for Earlsbrook (or its agent) for approvals is C/- Carter Group, Level 2, ASB House, The Crossing, 166 Cashel Street, Christchurch 8011, info@earlsbrook.co.nz

3.6 A construction bond of \$4,000 is payable by the Covenantor to Earlsbrook on settlement of the Burdened Land.

4. **Covenants**

Landscape and Building Plans

4.1 The Covenantor shall not commence construction of any Building on the Burdened Land, or use any site plans, specifications which have not first received approval from Earlsbrook.

4.2 The Covenantor shall not commence construction of any Landscaping on the Burdened Land or use any landscape plans which have not received Approval from Earlsbrook.

4.3 Without limiting the provisions of clause 4.2 above, landscape plans shall:

- (a) Specify all landscape design matters included in the Earlsbrook Residential Design Guide;
- (b) Be prepared in electronic form by a landscape architect or landscape designer;
- (c) Provide sufficient and adequate detail to accurately identify plant quantities, varieties and grade, locations as well as driveway specifications, fencing heights and including colour, letterbox design and any other relevant Landscaping as determined by Earlsbrook; and
- (d) Be submitted to Earlsbrook for Approval within three (3) months following submission of any building plans for any Building in accordance with clause 4.1 above.

Occupation

4.4 The Covenantor shall not allow any Building on the Burdened Land to be occupied as a residence prior to:

- (a) A Code Compliance Certificate having been issued by the Territorial Authority;
- (b) All driveways, paths, fencing and Landscaping being completed in accordance with the Covenants and in accordance with the Earlsbrook Residential Design Guide; and
- (c) The Covenantor requesting and having received the Approval Certificate from Earlsbrook.

Building and Construction

4.5 The Covenantor shall not without first having received Approval from Earlsbrook:

- (a) Construct on the Burdened Land any prefabricated, relocated or transportable Building or Landscaping other than one constructed on site from new materials.

- (b) Construct on the Burdened Land any Building or Landscaping which fails to adhere to the Earlsbrook Residential Design Guidelines throughout the course of construction.
 - (c) Leave any Landscaping or the outside of any Building unfinished.
 - (d) Allow the Burdened Land to be used for temporary residential purposes including through the erection of temporary structures or by the placing thereon of caravans and/or vehicles for human habitation.
- 4.6 The Covenantor shall not permit any rubbish, including builder's 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 Earlsbrook's sole discretion, may be detrimental to the Subdivision. Earlsbrook 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 becoming detrimental to the Subdivision, with the reasonable costs to be met by the Covenantor and payable on demand.

Site Coverage, Street Frontage, Front Façade and Fencing

- 4.7 The Covenantor shall comply in all respects with the requirements as detailed in the Earlsbrook Residential Design Guide in relation to site coverage, street frontage and the front façade of the Building to be constructed on the Burdened Land.
- 4.8 The Covenantor shall not construct any fencing on the Burdened Land without first receiving Approval from Earlsbrook.

Landscaping

- 4.9 The Covenantor shall be solely responsible for the ongoing maintenance of all Landscaping (including fences and planting) constructed by Earlsbrook in accordance with the Earlsbrook Residential Design Guide on or adjacent to the Burdened Land and shall keep such Landscaping neat, tidy and to a high standard of presentation and repair to the satisfaction of Earlsbrook.
- 4.10 The Covenantor shall not alter the location, design, exterior coating/sealer, materials, colour or structure of any boundary fencing, feature wall or alter they layout of plantings without the prior written approval of Earlsbrook.
- 4.11 The Covenantor shall comply with the Earlsbrook Residential Design Guide in relation to all Landscaping required to be constructed by the Covenantor (including but not limited to) landscape planting, specimen grade trees, privacy fencing and hedging and shall be solely responsible for the ongoing maintenance of such Landscaping.
- 4.12 The Covenantor shall not construct a driveway crossing other than as specified in the Earlsbrook Residential Guide without first receiving Approval from Earlsbrook.

5. General Covenants

- 5.1 The Covenantor shall not without first receiving the prior Approval of Earlsbrook:
- (a) Allow any satellite dish, garden statues, fountains or any other exterior ornamental decoration or similar Landscaping on the Burdened Land to be

reasonably visible by any other registered owner in the Subdivision standing on any kerb, street or road in the Subdivision;

- (b) Allow Buildings, grass, weeds, rubbish, noxious substances or other matter on the Burdened Land which is likely to become unsightly or a nuisance or annoyance to the other registered owners in the Subdivision;
- (c) Allow any advertisement, sign or hording of any kind to be erected on any part of the Burdened Land or any Building (except for compulsory statutory signage, real estate signage pending sale and builder's signage during construction and pending sale) and all such signage must first be approved by Earlsbrook;
- (d) Allow maintenance of any Building or Landscaping to deteriorate to a level which is less than that presented in the Subdivision or unreasonable taking into account fair wear and tear and the original condition at the time the Building on the Burdened Land was occupied as a residence;
- (e) Allow construction, maintenance or repair of footpaths, driveways, driveway crossings, entranceways and any concrete areas on the Burdened Land;
- (f) Erect any letterbox on the Burdened Land;
- (g) Locate any heatpump or gas cylinder, bin storage, washing line or utility service area within view from any kerb, street or road within the Subdivision;
- (h) Fail to complete all Landscaping within two (2) months of completion of the exterior of the dwelling on the Burdened Land;
- (i) Keep any boat, motorhome, caravan, trailer, bus or similar on the Burdened Land unless it is housed in an enclosed garage or otherwise screened from being visible from the road or street;
- (j) Allow the parking of any vehicle on the Burdened Land other than within the garage or upon the driveway;
- (k) Allow any animal to be kept in or about the Burdened Land that is, or may cause, a nuisance or annoyance to the other registered owners in the Subdivision or detract from the Subdivision in any way. In particular, not allow on or about the Burdened Land any dog which resembles any of the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds.

6. Enforcement

6.1 In the event there is any breach or non-observance of any of the Covenants the Covenantor in breach agrees to and shall at their cost:

- (a) Remove or cause to be removed from the Burdened Land any Building or Landscaping or other item erected on the Burdened Land in breach or in non-observance of the Covenants;
- (b) Replace any such building materials or other non-conforming item used in breach or non-observance of the Covenants with approved materials; and
- (c) Complete any remedial work required to remedy any breach or non-performance of the Covenants.

6.2. Upon written notice being given by Earlsbrook to the Covenantor in breach, pay liquidated damages in the sum of two-hundred and fifty dollars (\$250.00) per day for

every day that such breach or non-observance continues after the date which is thirty (30) days after the date upon which written notice is given.

- 6.3 Notwithstanding the provisions contained in clauses 6.1 and 6.2 above Earlsbrook shall not be required nor liable nor have any legal responsibility or liability to enforce any of the Covenants or any non-conformance of the Covenants.

7. General

- 7.1 The Covenantor covenants with Earlsbrook that it will not oppose, object to, frustrate, or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder Earlsbrook from progressing and completing the Subdivision or land use consents needed to give effect to the Subdivision. The benefit of this Covenant also applies to any adjoining or neighbouring property Earlsbrook (or any entity associated with Earlsbrook) owns or may subsequently purchase to progress the Subdivision or any subdivision by any entity associated with Earlsbrook.
- 7.2 The Covenantor shall not subdivide the Burdened Land. Subdivide shall have the meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991.
- 7.4 Notwithstanding the foregoing, the Covenants shall cease to have any effect on any allotments which shall vest or be dedicated as road and/or reserve in any subsequent stages of the Subdivision. Such date of cessation shall be the date of approval of the subdivision plan by the Territorial Authority.
- 7.5 The provisions of these Covenants (except clause 7.1) shall expire twenty-five (25) years from the issue of a separate Record of title to the Burdened Land.

8. Dispute Resolution

- 8.1 With the exception of anything which relates to the exercise of any discretion, opinion or Approval requested of Earlsbrook, and without prejudice to the Enforcement provisions contained in clause 6 above, if any dispute arises between the parties, then the parties shall enter into negotiations in good faith to resolve such dispute.
- 8.2 If the parties fail to resolve such dispute within twenty (20) working days from the commencement of negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed by Earlsbrook.
- 8.3 Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.

9. Severability

- 9.1 If any of these Covenants are held by any Court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of these Covenants, and such remaining parts shall remain in full force and effect.