

View Instrument Details



Instrument No 12845082.7
Status Registered
Date & Time Lodged 16 January 2024 09:34
Lodged By Tait, Andrew David Royds
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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1154201	Canterbury
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Annexure Schedule Contains 5 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 29/11/2023 09:58 AM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Andrew David Royds Tait as Covenantee Representative on 29/11/2023 09:58 AM

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

ANNEXURE SCHEDULE 1

The Covenantor shall not:

1. Permit any works to be carried out on the Burdened Land (including site preparation) prior to the erection and completion of all side and rear boundary fences in accordance with clause 13 below. Furthermore the berm and kerb crossing up to and including road metalling must be completed prior to construction of the dwelling.
2. Permit the Burdened Land to be occupied or used as a residence either prior to the dwelling being completed (including driveways, pathways, landscaping and seeding of lawns visible from the road boundary frontage) and a Code Compliance Certificate has been issued by the Selwyn District Council or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles used for human habitation.
3. Use as a roofing material anything other than tiles (clay, ceramic, concrete, decromastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel with less than a 25-degree roof pitch¹. This Clause shall expire and be of no further effect on 31st December 2040.
4. Erect or permit to be erected or placed on the Burdened Land any dwelling house greater than one storey on any lot other than Lots 1, 3, 23, 29 and 72 – 74 DP596433.
5. Further subdivide the Burdened Land other than Lots 1, 3, 23, 29, 56-62 and 72 – 74 DP 596433 or build more than one dwelling on the Burdened Land or on any lot created from a subdivision of Lots 1, 3, 23, 29, 56 -62 and 72 -74 DP 596433. This clause shall expire and be of no further effect on 31st December 2040.
6. Use the Burdened Land to assist with the development and/or subdivision of any land adjacent to the Covenantee's development. However, the Covenantee retains the right at all times to further subdivide or approve any other subdivision of any lot in the Covenantee's development or any future stage in the Covenantee's development. This Clause shall expire and be of no further effect on 31st December 2040.
7. Use as exterior cladding material other than clay brick, recycled brick, stained or painted weatherboard, painted or sealed concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above. This Clause shall expire and be of no further effect on 31st December 2040.
8. Use a roofing material, guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products.
9. 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

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Covenantee in its sole discretion prior to the commencement of building with such approval following the "Design Guide for Your Section". In considering plans for approval the Covenantee shall take into account architectural merit, colours, and visual appearance. A construction bond of \$4,000 is payable to the Covenantee upon settlement. This Clause shall expire and be of no further effect on 31st December 2040.

10. Construct a driveway of materials other than of fixed solid materials such as coloured stamped/stencilled or exposed aggregate concrete, asphaltic concrete, concrete cobblestones or pavers or similar. The maximum width of the road crossing shall be 4.8m at the road boundary and should be off-set a minimum of 750mm from the side boundary to allow for landscaping. Such driveway to be completed in accordance with clause 2 above. Where a swale or other feature exists between the road and the Burdened Land, the driveway crossing the swale shall be constructed in the location, manner and form directed by the Covenantee and/or the Selwyn District Council. Where the Covenantee has constructed a sealed driveway to the Burdened Land, this access point must be used by the Covenantor as the primary driveway entry. This entry point may not be removed or relocated without the prior written consent of the Covenantee prior to 31st December 2040.
11. Attach to or protrude from the front (or the side within 7 metres of the road boundary) of the dwelling house, garage or other structure any fixture including but not limited to air-conditioning units, television or radio aerials, satellite dishes, and/or solar panels that in the Covenantee's sole discretion are obtrusive.
12. Permit the installation of control equipment for gas or meter boxes visible on the road front elevation of the dwelling;
13. Erect or permit to be erected on the Burdened Land any fence or boundary wall:
 - a) within 2.0 metres of the road boundaryⁱⁱ except on:
 - (i) on lots which have road frontage on two boundaries, where fencing on the secondary road frontage may be permitted on the boundary;
 - (ii) street front fencing on lots specified in (i) above shall be of similar materials to the dwelling;
 - (iii) approval of fence design may be declined at the Covenantee's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision;
 - (iv) however at all times such fencing shall comply with the District Plan rules.
 - b) on boundaries fronting a reserve or waterway that has not received specific design approval of the Covenantee. Such fences shall use the design as specified by the Covenantee. Approval of fence design may be declined at the Covenantee's sole discretion if the planned fencing is

seen to potentially cause detriment to the subdivision or neighbouring amenity. Fencing fronting reserves shall be of 'open' style for a minimum of 50% of the reserve boundaryⁱⁱⁱ;

- c) on the internal boundaries of a height greater than 2.0m above the surrounding finished ground level and of materials other than new timber. All internal boundary fences shall be constructed from masonry or solid timber or in the form of a paling fence and timber capping unless otherwise approved by the Covenantee;

However the Covenantee retains the right at all times to erect boundary fencing on any boundary. Such fencing erected by the Covenantee shall not be removed without prior written consent of the Covenantee. This Clause shall expire and be of no further effect on 31st December 2040.

14. Cause any damage to landscaping, irrigation, berms and kerbs contained within the legal road reserve either in front of or adjacent to the Burdened Land. Should damage occur, the Covenantor shall immediately repair such damage. If such damage is not immediately repaired, the Covenantee shall have the right to rectify such damage with reasonable costs to be met by the Covenantor, payable on demand.
15. Remove or relocate from the Burdened Land any fence, tree or shrub constructed or installed by the Covenantee that is within 2.0 metres of the road frontage without the prior written consent of the Covenantee. This Clause shall expire and be of no further effect on 31st December 2040.
16. Permit any rubbish, including builders waste materials to accumulate or to be placed upon the Burdened Land or any adjoining land or permit grass or weeds to grow to a height exceeding 150mm. The Covenantee shall have the right to remove any building materials from the Burdened Land or any adjoining site or to maintain the site in a reasonable condition, that in their sole discretion, if left in their state, may be detrimental to the subdivision with reasonable costs to be met by Covenantor, payable on demand.
17. 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 Covenantee 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 their sole discretion is unacceptable without prior warning.
18. Permit the dwelling to be used as a show home without written consent of the Covenantee. The Covenantee shall retain sole discretion over the number of dwellings to be used for show homes purposes. This Clause shall expire and be of no further effect on 31st December 2040.

General Covenants:

19. In the event that the Covenantor disagrees with an exercise of discretion by the Covenantee under clause 9 above then the matter shall be referred to an architect nominated by the Covenantee.

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The consent of the Covenantee shall be deemed to be given if such architect certifies that the proposed buildings and improvements on the Burdened Land are appropriate and suitable for a high quality residential subdivision and will not have any adverse effect on the other lots.

20. The Covenantee shall neither be required nor be liable to enforce such above covenants.
21. The Covenantor (including the Covenantor's successors in title and subsequent assignees of the Burdened Land) covenant with the Covenantee (including any subsidiary or associated company of the Covenantee or successor or assigns to the Covenantee) that they 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 the Covenantee from progressing and completing the Covenantee's Falcon's View development plans and/or effecting any zone change and/or subdivision and/or resource consents needed to generally give effect to the Falcon's View development. This covenant by the Covenantor applies (without limitation) to any Resource Consent application, Environment Court application or Territorial Authority Building Consent application or other necessary consent process involving, such development, and the benefit of this covenant also applies to any adjoining or neighbouring property the Covenantee may own or subsequently purchase to progress such development.
22. In this instrument, the following words have the following meaning:
- "Development"* means the Covenantee's subdivision known as Falcons View.
- "Covenantee"* means Yoursection FV Limited.
- "Covenantor"* means and includes all persons executing this instrument as Covenantor, its subsidiaries and associated companies and their executors, administrators, assigns and successors in title.

ⁱ *Alternative roofing materials, roof pitch & external cladding materials may be permitted if in the opinion of the Covenantee, those materials and pitch will not adversely effect the development.*

ⁱⁱ *The Covenantee retains the right to approve fencing within 2.0m of the road frontage due to the irregular shape, size or orientation of the lot. For the avoidance of doubt, the word 'road' includes right of way and access lot or any lot to vest in the Selwyn District Council.*

ⁱⁱⁱ *The Covenantee may at their sole discretion approve solid fencing greater than 50% of the frontage of any reserve lot if such increase is required for privacy or design purposes.*