

Form 26

Covenant Instrument to note land covenant

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

Covenantor

SUBURBAN ESTATES LIMITED

Covenantee

SUBURBAN ESTATES 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	DP 615641	Lots 1 – 15 DP 615641 (1243357 – 1243371)	Lots 1 – 15 DP 615641 (1243357 – 1243371)
Land Covenants	DP 615641	Lots 1 – 15 DP 615641 (1243357 – 1243371)	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].

Annexure Schedule

Insert instrument type

Land Covenant	
1.0	General
1.1	The Covenantor and the Covenantee have agreed to the creation of land covenants for the benefit of the subdivision detailed in DP 615641. To achieve this the Covenantor hereby covenants with the Covenantee, as registered proprietors, as set out below and requests that such covenants be noted against each of the titles having the benefit and those having the burden of these covenants.
1.2	These covenants shall: (a) Burden and run with each of the Records of Title listed as Burdened Land in Schedule A; (b) Be for the benefit of and appurtenant to each of the Records of Title listed as Benefited Land in Schedule A; and (c) Be for the benefit of the Covenantee in Gross as referred to in Schedule A.
2.0	Interpretation
2.1	For the purpose of these covenants: (a) "Allow" includes to do, facilitate, permit and suffer. (b) "Land" and "Lot" means any Lot having the burden and/or the benefits of these covenants as described in Clause 1.2 above. (c) "Subdivision" means the Lots described in DP 615641.
3.0	Land Covenants
3.1	The Covenantor shall not: (a) Erect on the land any dwelling or other structure other than one new dwelling house, with garaging, designed for and to be occupied exclusively by one household, except with the prior written consent of Suburban Estates Limited. (b) Erect on the land any dwelling or other structure that is higher than a single storey except with the prior written consent of Suburban Estates Limited. (c) Erect on the land a dwelling that is not built on-site and from an individual design.

Annexure Schedule

Insert instrument type

Land Covenant	
(d)	Erect on the land: (i) any dwelling; or (ii) any other structure that requires a building consent, other than a dwelling or structure for which the plans and specifications have been first approved in writing by Suburban Estates Limited, which plans and specifications must comply with the Fairway Pines Design Guide prepared by or on behalf of Suburban Estates Limited, and including the payment of approval and processing fees as set out in the Design Guide, and must be submitted to Suburban Estates Limited prior to the Council building consent application. Suburban Estates Limited may in its sole and absolute discretion approve or otherwise such plans and specifications.
(e)	Commence any landscaping of the land unless the landscaping plans and specifications have been first approved in writing by Suburban Estates Limited. Suburban Estates Limited may in its sole and absolute discretion approve or otherwise such plans and specifications.
(f)	Erect on the land any kitset or relocated dwelling, or build on the land using any second-hand materials, except with the prior written consent of Suburban Estates Limited.
(g)	Place on or allow to be placed on the land any boat, trailer, campervan or caravan unless it is: (i) parked or stored entirely within a garage; or (ii) fully screened from view from any adjoining or neighbouring properties and from the road adjacent the land, but then only with the prior written consent of Suburban Estates Limited.
(h)	Place on or allow to be placed any boat, trailer, campervan or caravan on any roads, reserves, open spaces, green corridors, road corridors, road verges, street parking bays or driveways.
(i)	Allow any gas bottle, clothes line, exterior heat pump unit, rubbish bin, shed, glasshouse, or similar, to be visible from the road adjacent to the land, or from the golf course adjacent to the Subdivision (being Record of Title 1129825), except with the prior written consent of Suburban Estates Limited. The placement of any shed or glasshouse shall be at the sole and absolute discretion of Suburban Estates Limited and shall require its prior written consent.
(j)	Erect any fence: (i) within two metres of a road boundary; (ii) higher than 1.2 metres in height within 4.5 metres of a road boundary; and/or (iii) on Lots 3, 5, 6 or 7 within two metres of the shared access right of way (being the areas shown as "A", "B", "C", "T", "U" and "V" on DP 615641), except those fences as shown on the Fairway Pines Fencing Plan produced by Suburban Estates Limited

Annexure Schedule

Insert instrument type

Land Covenant	
	(k) Commence any construction on the land without first partially constructing the berm and kerb crossing, including compacted gravelling (to a minimum depth of 150mm) from the road kerb to four metres inside the boundary of the land. (l) Use or allow any material to be used for the driveway crossing for access to the land other than plain non-coloured concrete with a light brushed finish. (m) Commence or continue any construction on the land unless all health and safety legislation and regulations are met, including the erection of appropriate temporary fencing. (n) Use the dwelling on the land as a showhome or display home except with the prior written consent of Suburban Estates Limited. (o) Remove or relocate any tree, shrub or landscape feature within the front one metre of the land from any road boundary, except with the prior written consent of Suburban Estates Limited. (p) Further subdivide the land.
4.	The Covenantor shall ensure that construction of the dwelling on the land commences within 12 months of the date of the first transfer of the title for the land from Suburban Estates Limited, and construction of the dwelling, site works and landscaping is completed within 15 months of commencement of construction, except with the prior written consent of Suburban Estates Limited.
5.	The Covenantor shall ensure that the Post and Rail Macrocarpa fence erected on Lots 5 – 12 shall remain in its natural, unpainted state in perpetuity, and shall not allow the fence to be painted, stained, or treated with any coloured coating that alters its natural appearance. The Covenantor shall use a clear oil or preservative suitable for Macrocarpa timber to assist in the maintenance and longevity of the fence This restriction is intended to preserve the visual and aesthetic integrity of the fence as originally constructed.
6.	The Covenantor shall, prior to, during and after the build of a dwelling on the land, keep the land tidy and grass mown, with grass/weeds no higher than 75mm, and free from rubbish including accumulated builders' waste materials.
7.	The covenants set out in paragraph 3.1 shall cease to have any effect after 31 December 2045.
8.	Neither Suburban Estates Limited nor the Christchurch City Council shall be liable or called upon to erect or contribute to the erection of any boundary or dividing fences between any lot and any other adjoining property owned by Suburban Estates Limited or the Council but this provision shall not enure for the benefit of any subsequent purchasers of adjoining property from either Suburban Estates Limited or the Council.
9.	Suburban Estates Limited shall not be required or obligated to enforce all or any of the covenants herein, nor will Suburban Estates Limited be liable to any other party for any breach thereof by any Covenantor.

Annexure Schedule

Insert instrument type

Land Covenant	
10.	The covenants herein will immediately cease to apply to any land (or part thereof) which is intended to vest in the Crown of any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.
11.	If any dispute arises between or among the parties concerning these covenants and if the dispute is not resolved by negotiation, then the parties shall submit the dispute to arbitration by an independent arbitrator appointed jointly by the parties or in the absence of agreement appointed by the Branch President for the time being of the Canterbury Branch of the New Zealand Law Society.
12.	If there shall be any breach or non-observance on the Covenantor's part of any of the Covenants herein, the Covenantor will upon written demand being made by the Covenantee: (a) Remove from the Burdened Land any such thing, or cease any activity on the Burdened Land, that is causing the breach or non-observance of these Covenants or do any other such act that is required to remedy the breach or non-observance of these Covenants; and (b) Pay to the Covenantee making such demand as liquidated damages the sum of \$150.00 per day for every day that such breach or non-observance of these Covenants continues after the date upon which written demand is made.