

Form 26

Covenant Instrument to note land covenant

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

Covenantor

SUBURBAN ESTATES LIMITED

Covenantee

THE CHRISTCHURCH GOLF CLUB INCORPORATED

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
required

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
Restrictive Land Covenant		RT's – 1243357 to 1243371 (Lots 1 to 15 DP 615641)	RT – 1129825 (Lot 101 DP 590624)
Restrictive Land Covenant		RT's - 1243357 to 1243371 (Lots 1 to 15 DP 615641)	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 ____].

Form L

Annexure Schedule

Page of Pages

Creation of Land Covenants

The Covenantor for itself in gross and its successors in title covenants and agrees with the Covenantee and its successors in title for the benefit of all of **Lot 101** on Deposited Plan **590624** (collectively called the "Benefiting Lots") that:

1. The Covenantor will at all times observe and perform all the covenants contained in this instrument to the intent that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the registered proprietors of the Benefiting Lots provided that the Covenantor will be liable only for breaches of the covenants contained in this instrument which occur whilst the Covenantor is the registered proprietor of the Land or any part of the Land;
2. If there should be any breach or non-observance on the Covenantor's part of any of the covenants contained in this instrument and without prejudice to any other liability which the Covenantor may have to the Covenantee and any person or persons having the benefit of those covenants the Covenantor will upon written demand being made by the Covenantee:
 - (a) Pay to the person making such demand as liquidated damages the sum of \$150.00 per day (adjusted by CPI annually on the 31st March in each year) for any day such breach or non-observance of the covenants contained in this instrument continues after the date upon which written demand has been made; or
 - (b) Remove or cause to be removed from the land any dwelling, building, structure or improvement so erected, repaired or completed in breach of the covenants contained in this instrument; or
 - (c) Cease any activity or action in breach of the covenants contained in this instrument.
3. The Covenantor will at all times indemnify and keep the Covenantee indemnified from all losses, costs, claims and demands in respect of any breach or non-observance by the Covenantor of the covenants contained in this instrument.
4. The Covenantor will not call upon the Covenantee to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining land of the Covenantee.

Form L

Annexure Schedule

Page of Pages

Insert instrument type

Easement Instrument

Interpretation

"Golf Course" means the land owned by the Covenantee and contained in Lot 101 DP 590624, together with all other land holdings of the Covenantee.

"Golf Club" shall mean the Covenantee Christchurch Golf Club Incorporated and its duly registered successors

1. The Covenantor and their successors in title SHALL NOT:

1.1 Reverse Sensitivity - Golf Activities

- (a) Fail to acknowledge and agree that the Golf Course and the Golf Club pre-dated the creation of the current subdivision, and the Covenantor has purchased the land with all due notice that they are purchasing subject to the terms of this Covenant instrument and the ongoing operation of normal Golf Course activities;
- (b) Object to the Golf Club continuing to have the full unrestricted right to continue the normal activities of a Golf Course from the Benefitting Lots and the Covenantor acknowledges that from time to time such activities may result in golf balls entering onto the Covenantors land, together with heavy vehicles, plant and machinery operating on the Golf Course from time to time and that the Covenantor shall not interfere or object to the use of the same;
- (c) Bring any proceedings for property damage, general damages, negligence, nuisance, trespass, or interference in relation to the entry of golf balls onto the Covenantor's land and causing damage, any claimed noise pollution, or any other related effects of the activities of the Golf Club, noting in particular the Covenantor has had due warning and opportunity to design their dwelling accordingly, mitigating risks and has chosen to occupy such, notwithstanding these non-objection covenants;
- (d) Complain about the entry of golf balls onto the Covenantor's land, noise pollution, or be a party to directly, or indirectly, or finance or contribute to in any way in legal process whether by way of submission, complaint, application, proceeding or appeal under any local government, or statutory planning framework that is otherwise designed or intended to limit, prohibit, or restrict the continuation of any normal golfing activities of the Golf Club at the Golf Course.

1.2 Fencing

Permit or suffer any land adjoining the Golf Course, to be fenced, or have any boundary wall erected, that is not visually permeable and at least 50% transparent, or that contains cement board sheets or panels, corrugated or metal sheeting, or otherwise is greater in height than 1.8m from finished ground level, and without first obtaining the consent in writing of the Golf Club as to the proposed design, placement, colour and materials of any such fence, with such consent not to be unreasonably withheld or delayed, but due consideration of the existing subdivision design guidelines, and the surrounding area fencing shall be reasonable considerations for the Golf Club. For the avoidance of doubt, the existing fencing adjoining the Golf Course boundary has been approved. Furthermore, erect or allow to be erected, any

additional or temporary fencing or screening, faux hedging, or faux landscaping materials, against boundaries adjoining the Golf Club, existing fencing, or permitted fencing, for any reason or to obtain further privacy without the prior consent of the Golf Club.

1.3 Access

Permit or suffer, or construct any access via a gate, or other opening, providing access to the Golf Course, without first obtaining the express written consent of the Golf Club. The Covenantor shall be solely responsible to ensure no children, pets, and specifically no dogs shall be able to enter the Golf Course from the Covenantors land. Access to the Golf Course only in the case of an emergency shall not require prior consent.

1.4 Building Setback

Allow permit or procure any dwelling, building, improvement, or similar structure to be constructed in the following Covenant Areas on the following Lots:

Area "Q" on DP 615641 affecting Lot 7 DP 615641

Area "R" on DP 615641 affecting Lot 8 DP 615641

Area "S" on DP 615641 affecting Lot 9 DP 615641

Area "X" on DP 615641 affecting Lot 10 DP 615641

Area "Y" on DP 615641 affecting Lot 11 DP 615641

Any further landscaping features or structures or plantings within the said Covenant Areas, shall comply with clause 1.8 and be subject to prior consent and consultation with the Golf Club, such consent not to be unreasonably withheld or delayed.

1.5 No Further Subdivision

Allow or permit and Lot on Burdened Land adjoining the Golf Course to be further subdivided whether by way of fee simple, cross lease, or unit title subdivision.

1.5 Noxious Weeds and Rubbish

Allow the accumulation or housing of any rubbish, noxious substances, noxious birds or animals which may be likely to cause nuisance or annoyance to Golf Club or permit grass or weeds to grow to such a height as to become unsightly.

1.6 Animals

Permit any dog or other pet to be kept in or about the property which dog or other pet is likely to cause a nuisance or annoyance to Golf Club or detract from normal Golf Club activities, and in particular, without otherwise limiting this restriction, not to keep on or about the property any dog which in whole appears to be a Pit Bull Terrier, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila. The keeping of pigeons and chickens is expressly prohibited.

1.7 Signs

Permit any advertisement, sign or hoarding of a commercial nature (excluding a professionally made "For Sale" sign) to be erected on any part of

the property or dwelling or on any fence adjoining the Golf Course.

1.8 Trees

Plant or permit to grow any of the following trees: pinus species (radiata, insignis, muricata, ponderosa, contorta and sedus macrocarpa), together with douglas fir (Oregon pine) or Silver Birch. Any trees planted along a boundary adjoining the Golf Course shall not be permitted to grow to a height of more than 3m from finished ground level.

1.9 Construction Fencing

Commence construction until temporary fencing has been erected on the entire length of all unfenced boundaries. The temporary fence must comprise removable wire or shade cloth (or other see-through material) and must provide only one vehicle access to the lot from the road or right-of-way.

1.10 Health and Safety Requirements

Permit any construction unless the building site complies with the requirements of the Health and Safety in Employment Act 1992 (or any Act passed in substitution).

1.11 Delivery of Materials

Undertake or permit during the course of construction the loading, unloading, delivery, or storage of building materials other than within the boundaries of the property and specifically not from the Golf Course.

1.12 Building Rubbish

Carry out any construction unless an adequate rubbish skip is present within the boundaries of the Lot at all times (and regularly emptied or replaced), nor allow during the course of construction any rubbish to blow outside the boundaries of the Covenantor's Land onto the Golf Course.

2 Dispute Resolution

Except as relates to the exercise of any discretion, opinion, approval or consent requested of the Covenantee under these covenants, if any dispute arises between the parties concerning the covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.

If the dispute is not resolved within twenty working days of the date on which the parties began their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.

If an arbitrator cannot be agreed upon within a further ten days, then an independent arbitrator will be appointed by the President for the time being of the Canterbury Westland Branch of the New Zealand Law Society.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in substitution.