

LAND COVENANTS



Annexure Schedule

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

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 LT Plan 634633. 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) "Net Area" means the total area of the Lot less the area of any strip of land that is used (either solely by the Lot, or together with neighbouring lots) for the purpose of pedestrian and/or vehicle access to the public road.
- (d) "Subdivision" means the Lots described in LT 634633.
- (e) References in clause 3.1 to consents or approvals being given by Suburban Estates Limited shall include the consent or approval being given by any person or other company designated by Suburban Estates Limited for the purpose of giving consents and/or approvals.

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.

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- (c) Erect a dwelling on the land unless it has a minimum floor area, including garaging, of not less than:
- (i) 200m² for lots with a net area of 600m² or over;
 - (ii) 180m² for lots with a net area between 500m² and 599m² (both inclusive);
 - (iii) 150m² for lots with a net area between 400m² and 499m² (both inclusive);
 - (iv) 120m² for lots with a net area of 399m² or under,
- except with the prior written consent of Suburban Estates Limited.
- (d) Erect on the land a dwelling that is not built on-site and from an individual design.
- (e) 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.
- (f) Erect on the land:
- (i) any dwelling; or
 - (ii) any other structure that requires a building consent ("structure"),
- or modify any existing dwelling or structure to change its external appearance, unless the plans and specifications have been first approved in writing by Suburban Estates Limited, which plans must, amongst other things, clearly show detailed street frontages with roof design including breaks and entrance features and detail exterior cladding and colours, lot number, elevations and floor size over framing, 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.
- (g) Commence any landscaping (including fencing) in front of the dwelling or that is visible from any roadway adjacent to 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.
- (h) Construct or place on the land or permit to be on the land any caravan, hut or other structure, for any kind of permanent or temporary residential use other than a new dwelling or structure approved in accordance with these covenants.
- (i) Place or allow to be placed on the land any gas bottle, clothes line, exterior heat pump unit, rubbish bin, shed, glasshouse, pergola, boat, or similar to be visible from any road adjacent to the land, except with the prior written consent of Suburban Estates Limited.
- (j) Place or allow to be placed any caravan or campervan on the land that is visible from any road adjacent to the land.
- (k) Erect or allow any front or side fences within one metre of a road boundary.

Annexure Schedule

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- (l) 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.
 - (m) Commence any construction on the land unless all capped boundary fences are erected (with the exception of road frontage and right of way boundaries), except with the prior written consent of Suburban Estates Limited.
 - (n) 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, toilet and skip.
 - (o) Use the dwelling on the land as a showhome or display home except with the prior written consent of Suburban Estates Limited.
 - (p) Remove or relocate any fence, tree, shrub or landscape feature constructed or installed by Suburban Estates Limited, except with the prior written consent of Suburban Estates Limited.
 - (q) Remove or damage, or allow to deteriorate, any subdivision entrance or feature walls, fences or pillars on the land.
 - (r) Further subdivide the land.
4. The Covenantor shall stain, paint or finish all fences on the land in the manner approved under clause 3.1(g) of these covenants, within 2 months of the earlier of:
- (a) the date of issue of a Code Compliance Certificate for the dwelling on the land; or
 - (b) the date that the dwelling on the land is first occupied.
5. The Covenantor shall keep the land tidy and grass mown, with grass/weeds no higher than 75mm, and free from rubbish including accumulated builders' waste materials.
5. The covenants set out in paragraphs 3 and 4 shall cease to have any effect after 31 July 2045.
6. The Covenantor shall not (either for themselves personally, as a trustee of a trust or as a director or shareholder of a company), and shall not encourage or support any other person to, take action under the Resource Management Act 1991 or any other legislation or regulations to oppose, object to, frustrate or otherwise prevent or hinder the further development of the Braidstone Estates subdivision or other neighbouring subdivisions being completed by Suburban Estates Limited.
7. Neither Suburban Estates Limited nor the Selwyn District 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.

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8. 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.
9. 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.
10. 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.
11. 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; 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.
12. Nothing in these Covenants shall prevent the Covenantee or Suburban Estates Limited seeking urgent injunction relief to, amongst other things, prevent building or landscaping to occur or continue in breach of these covenants.