

Covenant Instrument to note land covenant

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

Covenantor

Haultain Street Properties Limited

Covenantee

Haultain Street Properties 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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	N/A	Lots ^ - ^ DP ^ (RsT ^)	Lots ^ - ^ DP ^ (RsT ^) Haultain Street Properties Limited (in gross)

Covenant rights and powers (including terms, covenants and conditions)

The provisions applying to the specified covenants are those set out in Annexure Schedule.

Annexure Schedule

Definitions:

Developer means Haultain Street Properties Limited or any other person or persons nominated by Haultain Street Properties Limited.

Developer's Subdivision means the land being developed and/or subdivided by the Developer, including the land currently contained in the Benefited Land and any other land owned or to be purchased by the Developer.

Land means the Burdened Land or any part of it.

1. Covenants and Conditions

1.1 Consent prior to building

The Covenantor will not carry out on the **LAND** any site works or building works unless the plans and specifications for such works have been approved by the **Developer** prior to commencement of any such works on the **LAND**. The Developer may in its absolute discretion withhold such consent if it considers that the Covenantor's proposed plans and specifications do not conform to the standard believed by the Developer to be desirable for the **Developer's Subdivision**. In providing its approval the **Developer** may in its absolute discretion allow any

building or fence to be erected notwithstanding the structure may not comply with all the covenants in this instrument.

1.2 **Type, Size, Shape and Use of Buildings**

- a The Covenantor will not:
 - i Erect more than one dwelling with attached garaging and accessory buildings on the **LAND**, provided that a "dual living house design" will be acceptable provided it has been approved by Waipa District Council; and
 - ii Make or permit to be made any subdivision, boundary realignment, cross leasing or registration under the Unit Titles Act 2010 which affects the **LAND**.
- b The dwelling to be erected on the **LAND** will:
 - i have a ground floor area of at least 110 square metres (excluding the area of any garage, carports, breezeways, roof overhang, decking and other ancillary buildings);
 - ii be newly constructed wholly of new materials.
- c The Covenantor will not permit the **LAND** or any building on the **LAND** to be used for any trading or commercial purpose, unless:
 - i that purpose is a permitted activity under the relevant district plan and complies in all respects with the district plan and the requirements of the territorial authority/local authority/council in which area the **LAND** is situated; and
 - ii is ancillary and subordinate to the principal use of the **LAND** as a residence.

1.3 **Materials to be used**

- a The exterior cladding on the dwelling, garage and any accessory building will use only new materials with at least 75% of those materials consisting of the following:
 - i kiln fired or concrete bricks;
 - ii stucco finish on fibrous sheet or polystyrene, concrete block or solid concrete;
 - iii stone;
 - iv Metal Laminate on solid timber;
 - v James Hardie Fibre Cement weatherboards or Linea weatherboards.
- b Any metal clad roof of the dwelling, garage and any accessory building must be factory pre-painted or newly painted.
- c The driveway and vehicle access on the **LAND** will be finished in either:
 - i A permanent continuing surfacing;
 - ii concrete;
 - iii Concrete block;
 - iv hotmix tarseal;
 - v brick paving;

1.4 **Completion of Building Work**

- a The construction of:
 - i Any building must be complete within 9 months of laying down the foundations for the building;
 - ii Any fencing, landscaping and ancillary works must be complete within 15 months of laying down the foundations; and
 - iii The driveway or vehicle access must be complete within 15 months of completion of the building.
- b No building or associated work in the course of construction will remain without substantial work being carried out for a period exceeding three months.
- c No building on the **LAND** will be used as a residence unless:
 - i the dwelling and all other buildings on the **LAND** have been substantially completed in accordance with the terms of these covenants.
 - ii buildings which are being constructed on the **LAND** meet the requirements of the territorial authority/local authority/council and for which a code compliance certificate has issued for

1.5 **Fences**

- a No fence will be constructed on the boundary of the **LAND**, nor any other part of the **LAND**, unless:
 - i It is standard timber paling;
 - ii It is no higher than 1.8 metres above the natural ground level of the **LAND**;
 - iii It is not on a boundary fronting a public road; and
 - iv It is not on the side boundaries between any dwelling house erected on the **LAND** and the public road.
- b The above provisions do not preclude the use of a live fence containing planted trees or shrubs, as long as such planting complies with 1.5(c) below.
- c No boundary hedges will be grown which exceeds 1.8 metres in height above the natural ground level of the **LAND**.

1.6 **Temporary Buildings and Avoidance of Damage during Construction**

- a No temporary building or structure will be erected on the **LAND** except that which may be used in conjunction with the construction of permanent buildings and which is to be removed from the **LAND** immediately upon completion of the permanent buildings.
- b During the course of construction the Covenantor will ensure that:
 - i Any soil or materials stored on the **LAND** are appropriately covered and contained and will not cause a nuisance to others; and
 - ii All construction and associated matters will be completed in accordance with the requirements of the territorial authority and/or Regional Council in which area the **LAND** is situated.

1.7 **Enhancement of the LAND**

- a The Covenantor will enhance the quality and appearance of all attachments to any buildings on the **LAND** or installments on the **LAND** (including but not necessarily limited to television and radio antennae, solar hot water panels, satellite dishes and clotheslines) by discretely integrating such attachments within the dwelling or the **LAND** as the case may require.

- b No advertising signs or hoardings will be erected or allowed to be placed on the **LAND** provided that:
 - i during construction of any dwelling on the **LAND** up to two signs may be erected for the purpose only of advertising builders or building supplies; and
 - ii on the sale of the **LAND** up to two signs may be erected for the purpose of advertising the proposed sale.
- c The Covenantor will not:
 - i allow any immobile or broken down vehicles, to be placed or sited on the **LAND** in a position where they are visible from the road;
 - ii place or leave any immobile or broken down vehicles, recreational vehicles, commercial vehicles or trailers on any part of the **LAND**, footpath, road or reserve in the **Developer's Subdivision** that the **LAND** is part of;
 - iii allow to remain on the **LAND** any caravan or trade vehicle unless it is garaged or screened so as to protect the aesthetic qualities of the **Developer's Subdivision**;
 - iv use or allow materials or equipment associated with any business trade to be stored on the **LAND** unless they are stored within one of the buildings lawfully erected on the **LAND**;
 - v permit any rubbish to accumulate or be placed on the **LAND** except in proper containers which will be emptied regularly;
 - vi allow excessive growth of grass so that the grass becomes long or unsightly;
 - vii allow the improvements on the **LAND** to fall into disrepair or become dilapidated; or
 - viii raise, breed or keep any animal or livestock on the **LAND** or in any building on the **LAND** other than dogs and cats and then no more than a maximum of two animals in total.
- d The Covenantor will, prior to and during construction of the building/s on the **LAND**, keep the **LAND** in a tidy condition free of rubbish and with no topsoil being stored on the **LAND** or elsewhere in the Developer's Subdivision and will keep the grass properly mown.
- e The Covenantor will ensure that any building erected on the **LAND** complies in all respects with the requirements of the territorial authority/local authority/council in which area the **LAND** is situated.

1.8 Reinstatement of Damage

The Covenantor will reinstate, replace and otherwise be fully responsible for all costs arising from damage to the landscaping, roading, footpaths, kerbs, concrete or other structures in the **Developer's Subdivision** arising from the Covenantor's use of the **LAND** whether directly or indirectly or through the Covenantor's agents, invitees or servants.

1.9 Developer's approval

- a Notwithstanding the land covenants above, the **Developer** has the sole discretion to allow any improvement to the **LAND** not otherwise allowed under these land covenants.
- b The **Developer** may assign or delegate its rights, powers and discretions set out in these land covenants.
- c Any approval required from the **Developer** under these land covenants means written approval.
- d The **Developer's** right to grant or decline any request for approval under the land covenants is an unfettered right and does not allow any person to challenge for any reason the giving or the declining of any such approval. For the avoidance of doubt, no person will have any claim against the **Developer** in respect of any decision that the **Developer** or their assignee or delegate makes in respect of any approval sought.

1.10 Breach of Covenants/Clauses

The following applies to the above covenants:

- a Acknowledging that the value of the area of the **LAND** will be affected by the standard of buildings erected on the **LAND** and by failure to comply with the covenants contained in the proceedings clauses and sub-clauses, the Covenantor covenants for the Covenantor personally and the Covenantor's executors and administrators and assigns that should the Covenantor fail to comply with, observe, perform, or complete any of the special conditions and/or covenants and restrictions contained herein, then without prejudice to any other liability the Covenantor may have to any registered owner of the Benefited Land including the **Developer**, the Covenantor will:
 - i pay to the **Developer** as liquidated damages the sum equal to 25% of the value of the **LAND** calculated using the then current market value (such value to be determined by a registered valuer arranged by the **Developer** and paid for by the Covenantor) at the time of default ('the Sum') immediately upon receipt of a written demand for payment from the **Developer** or the **Developer's solicitors**; and
 - ii will permanently remove or cause to be permanently removed from the **LAND** any improvement or structure so erected or repaired or other cause of any breach of non-observance of the foregoing covenants.

PROVIDED and it is further agreed and acknowledged that:

- b The Covenantor will only have liability hereunder while the Covenantor is a registered owner of the **LAND**.
- c In any instance of default under these covenants, the remedying of such default within one month of notice in writing requiring the removal of such cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the said covenants will avoid the payment of the Sum prescribed provided that this waiver will not apply in respect of any subsequent default of a similar nature.
- d The rights and obligations of the **Developer** to enforce the terms of the rights and benefits conferred by the foregoing covenants and by this clause will terminate twelve calendar months from the date on which it ceases to be a registered owner of any Lot forming part of the Benefited Land and from that date the right to enforce the rights and benefits so conferred will in accordance with normal legal principles vest in the registered owners of any Lot in the Benefited Land.

1.11 Dispute Resolution

If a dispute in relation to any covenant arises between the parties who have a registered interest under these covenants:

- a The party/parties initiating the dispute must provide full written particulars of the dispute to the other party/parties;
- b The parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- c If the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - i The dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - ii The arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.