

Land Covenants in gross

1 INTRODUCTION

- 1.1 These covenants are in addition to other requirements relating to the property such as the obligations imposed by the WDP and the Beach Grove land use resource consent which imposes certain fencing and other restrictions.
- 1.2 These covenants will immediately cease to apply to any Land (or part thereof) which is intended to vest in the Crown or any 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.
- 1.3 The provisions of this instrument (except covenant 2.3 and 4) shall expire five (5) years from the issue of a separate record of title for the property.

2 GRANT OF LAND COVENANTS

- 2.1 Subject to clause 2.4, the Grantor covenants and agrees with the Grantee that the Grantor will at all times observe and perform the covenants contained in this Instrument but:
- a. the Grantor will be liable only for breaches of the covenants contained in this Instrument which occur whilst the Grantor is the registered owner of the property or any part of the property; and
 - b. the Developer will not be liable for breaches of the covenants contained in this Instrument while it is the registered owner of the property or any part of the property.
- 2.2 The Grantor will at all times indemnify and keep the Grantee indemnified from all losses, costs, claims, and demands in respect of any breach or non-observance by the Grantor of these covenants.
- 2.3 The Grantor will not call on the Developer to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the property and adjoining property of the Grantor provided that this covenant will not enure for the benefit of any subsequent registered owner of any adjoining property.
- 2.4 The Developer may in the Developer's sole and unfettered discretion, from time to time temporarily or permanently waive one or more of the covenants set out in this Instrument in respect of one or more property, in which case the waived covenants will not apply to the relevant property to the extent set out in the written waiver. The Developer shall not be obliged to grant any such waiver and need not have regard to whether any waiver has been or will be granted in other cases. The Grantor has no right, claim or remedy whether against the Developer, or the Grantee in respect of any such waiver or decision not to grant such waiver.

3.1 The Grantor covenants not to:

- a. Erect (or permit or suffer to be erected) on the property:
- (i) any Building unless the plans (including the site plan, concept plan, landscaping plan, fencing plan & exterior colour schemes) and specifications (including the materials used in construction) and the final working drawings and specifications have first been approved in writing by the Developer in accordance with its prescribed approval processes. The Developer's decision in relation to all aspects of the approval will be final;
 - (ii) any Building that does not comply with the requirements of the relevant land use resource consent for that property;
 - (iii) any Building that does not comply with the requirements of the Fencing Plan;
 - (iv) any Building other than a Building that has been approved by the Developer;
 - (v) any Building other than a single Home, garage, storage sheds, and usual accessory buildings;
 - (vi) any re-locatable, pre-built or kit-set Building or any Building containing second-hand materials (other than second-hand recycled bricks) unless approved in writing by the Developer;
 - (vii) any Building with a roof constructed from anything other than slate, tile or a pre-coloured steel product unless the Developer agrees to a different roofing material as part of the approval of the plans and specifications and no Building shall have a roof constructed from copper, zinc alum or any unpainted metal surface or have copper spouting or down pipes other than in accordance with this clause;
 - (viii) any sign visible from outside the property except:
 - (A) one standard real estate sign which shall be no larger than 600cm x 1m and no higher than 1.2m above Ground Level;
 - (B) signage erected by the Developer;
 - (C) signage approved by the Developer on such conditions as the Developer thinks fit;

And all signs erected in accordance with this covenant are subject to the requirements and the rules applicable to the Residential 7 zone of the WDP. All signs shall be located appropriately and maintained to the satisfaction of the Developer in all respects. The Developer may give 24 hours written notice to any registered owner of a property to remove any sign that does not comply with these covenants;

- (ix) any aboveground electrical, telephone or other wires or any fencing other than provided for in the approved plans and specifications;
- (x) any clothesline or clothes drying apparatus which may be visible from the street frontage of a property;
- (xi) any Home without erecting a new letterbox at the front of the property of a design and colour approved by the Developer and where the letterbox shall not be more than 1.5 metres high or 500mm wide;

- (xii) any satellite dish with a diameter greater than 0.7 metres or any satellite dish or TV aerial that is visible from the street frontage of the property; or
 - (xiii) any Building beyond the approved Authority set backs or over legal easements unless allowed by a relevant land use resource consent.
- b. Take any more than twelve (12) months from the date of approval of the plans and specification to complete construction of the Building and fencing and landscaping of the property (including removing any excess soil, earth, clay, sand or shingle) in accordance with the approved plans except in the case of the Grantor owning two adjoining lots with the intention of constructing one Home on those lots in which case the expected completion date will be advised to the Grantor as part of the plan approval process.
 - c. Permit during the course of construction the loading, unloading, delivery or storage of building materials other than within the boundaries of the property.
 - d. Carry out any construction unless an adequate rubbish skip is available and regularly emptied or replaced or permit any rubbish to blow outside the boundaries of the property or permit any vehicles to be washed down other than within the boundaries of the property during the course of construction.
 - e. Permit the Grantor's construction workers and contractors to use the property or any other area in the Development for toileting purposes and prior to construction commencing the Grantor shall provide a suitable portable toilet facility for use by the Grantor's construction workers and contractors.
 - f. Provide car parking for less than one vehicle that can be parked on the property.
 - g. Use colours on the exterior roof or wall other than those approved by the Developer.
 - h. Bring onto or use (either during the course of construction or following completion of construction) any temporary structure, tent (other than a children's play tent), caravan, or campervan or similar facility for overnight sleeping or accommodation on the property.

4. NON-OBJECTION

- 4.1 The Grantor covenants with the Developer that it 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 Developer from progressing and completing the Developer's development plan, subdivision, land use consents, any application for a resource consent or building consent or any other approval made by the Developer to the Authority needed to give effect to the Development and will on request being made by the Developer sign any documentation required to give effect to the Development.

5. LAND USE COVENANTS

- 5.1 The Grantor covenants not to:
 - a. Use or allow the property to be used for any illegal, offensive or noisy activities.
 - b. Use the property as a residence until the date of issue of a Code Compliance Certificate by the Authority.

- c. Use any part of the property for any purpose other than a Home or Home Office without the prior written consent of the Developer.
- d. Permit the property to become untidy and overgrown and will keep the property in a neat and tidy condition and not allow rubbish to accumulate on the property.
- e. Permit any part of the property to form a private or legal road to an adjoining property.
- f. Permit any damage to be caused to any part of the Development or any adjoining property (including, without limitation, berms, footpaths, stormwater swales, tree planting and fences) as a consequence of construction work on the property. The Grantor shall promptly make good any damage.
- g. Keep any livestock or animals on the property (other than household domestic pets for household domestic purposes) which may cause a nuisance or annoyance to registered owners of neighbouring properties or detract from the Development including but not limited to pigs, deer, goats, horses, sheep, fowl, pigeons, or any dog which in whole or part, resembles any of the Pit Bull Terrier, Japanese Tosa, Dogo Argentine, Fila Brasileiro, Rottweilers or Doberman Pinschers breeds or any other potentially aggressive or noisy breed of animal or allow the property to be used for any commercial kennel or cattery.
- h. Park any vehicle or leave any item of plant or equipment on the road reserve in front of the property which is in a poor state of repair, unsightly or damaged and which might cause a hazard to any person or devalue or decrease the enjoyment of any registered owner of a property.
- i. Bring or allow to be brought onto any property motor vehicles of a gross laden weight of more than 4,500kg or agricultural or other contracting plant, or any similar machinery likely by its presence to devalue of any property or decrease the enjoyment of any registered owner of a property.
- j. Permit the state or repair and condition of the Building on the property to deteriorate and to regularly maintain the Building and in particular the exterior surface materials.

6. DEFAULT

- 6.1 If there shall be any breach or non-observance on the Grantor's part of the covenants (and without prejudice to any other liability which the Grantor may have to the Grantee) the Grantor will upon written demand being made by the Developer:
- a. pay to the Developer making such demand as liquidated damages the sum of \$150.00 per day for every day or part day that such breach or non-observance of the covenants continues after the date upon which written demand has been made;
 - b. remove or cause to be removed any Building, fence or other structure erected or place on the property in breach or non-observance of the covenants; and
 - c. replace any building materials so as to comply with the covenants;
 - d. reimburse the Developer on demand all legal and other costs incurred by it in dealing with the Grantor's breach.

- 6.2 The Grantor and their successors in title and assigns will only be liable for breaches of the covenants which occur while they are registered owners of the property.
- 6.3 The Grantor will not have any claim in damages against the Developer on account of any refusal to grant or the grant of any approval under these covenants or for the transferring or assigning of its interest and right to grant or withhold approvals as provided herein if such transferee or assignee fails to observe those obligations.
- 6.4 In addition to the remedies set out in clause 6.1 the Developer will have complete discretion to deal with the default in such way as it thinks fit and the Grantor will not have any claim in damages against the Developer or right to compensation in respect of any action by the Developer in dealing with the default.
- 6.5 The Developer shall neither be required nor be liable to enforce the above covenants or any non-conformance of the above covenants.

7. Interpretation

- 7.1 Unless the context specified or required otherwise, the following words and phrases in these covenants shall have the meanings specified below:

“Authority” means the Waimakariri District Council or any other relevant authority.

“Fencing Plan” means the plan attached in Appendix 1.

“Building” means any building or structure higher than 1.2 metres above Ground Level, including chimneys and satellite dishes, but excluding aerials.

“Developer” means Beach Road Estates Limited and / or its nominee and / or any developer who acquires the Development from Beach Road Estates Limited for the purposes of completing the Development.

“Development” means the Beach Grove development in Kaiapoi.

“Home” means a Building or a group of Buildings designed and occupied as a single self contained household unit, by one or more persons, and includes normal accessory structures including but not limited to garages, garden sheds and glasshouses.

“Ground Level” means the finished ground level of the property as at the date of the issue of a separate record of title for the property.

“Home Office” means no more than two rooms in a Home set aside for home office/business but excludes any bed and breakfast or other form of commercial visitor accommodation activity.

“WDP” means the Waimakariri District Plan as amended from time to time.

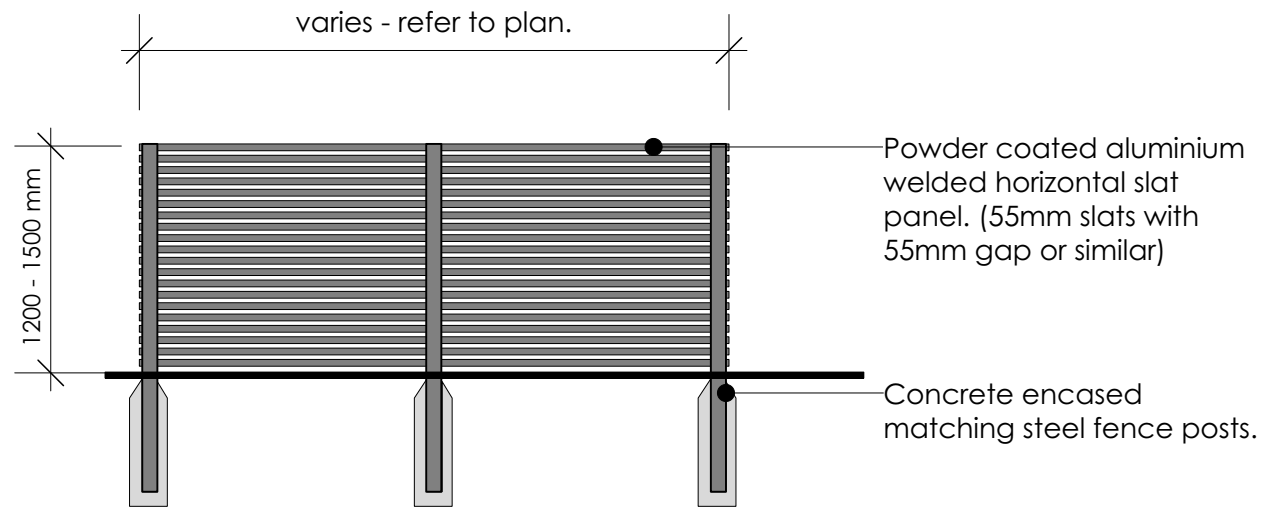
Appendix 1

Fencing Plan

APPROVED FENCE TYPES

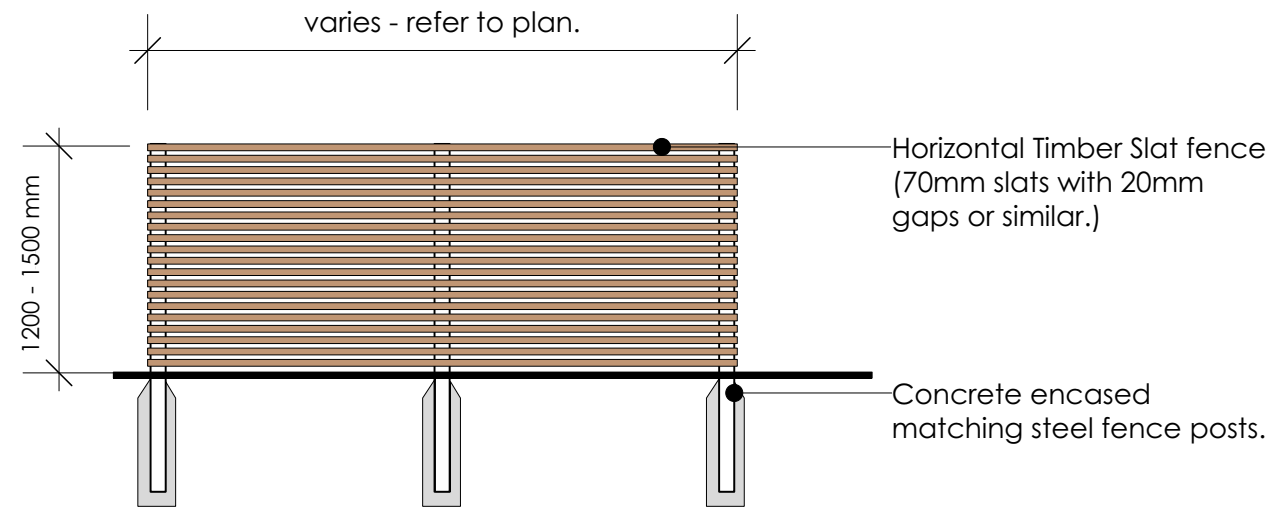
NOTES

1. Do not scale off plans.
2. Service courts shall be screened from the street using a solid fence (matching the internal boundary fence or house cladding).
3. Whilst dimensions shown on fencing typologies specify 1200-1500mm high, 1800mm high versions of the fence may be used immediately adjacent to outdoor courtyards.
4. All plans shall be approved by the Developer prior to any construction of boundary fencing. The Developer reserves the right to amend designs.
5. Any Eco-flow tank controllers shall be fixed to house facade on the street-side of any side gates or fence returns.
6. All fencing typologies and Indicative Fencing Plan shall be read in conjunction with each other.



1 FENCE TYPE 1200 - 1500mm High Horizontal Aluminium Slat Fence
Scale 1:50

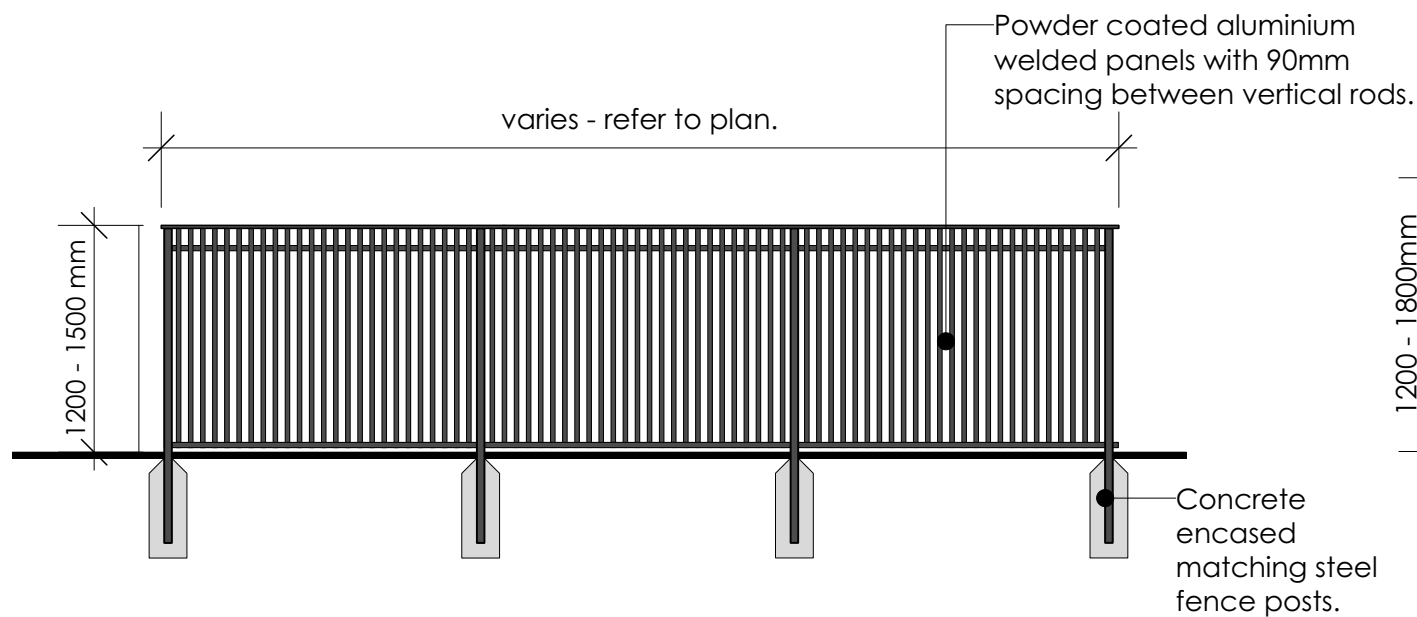
NOTE: 1.8m high fence version suitable where adjacent to outdoor courtyards.



2 FENCE TYPE 1200 - 1500mm High Horizontal Timber Slat Fence
Scale 1:50

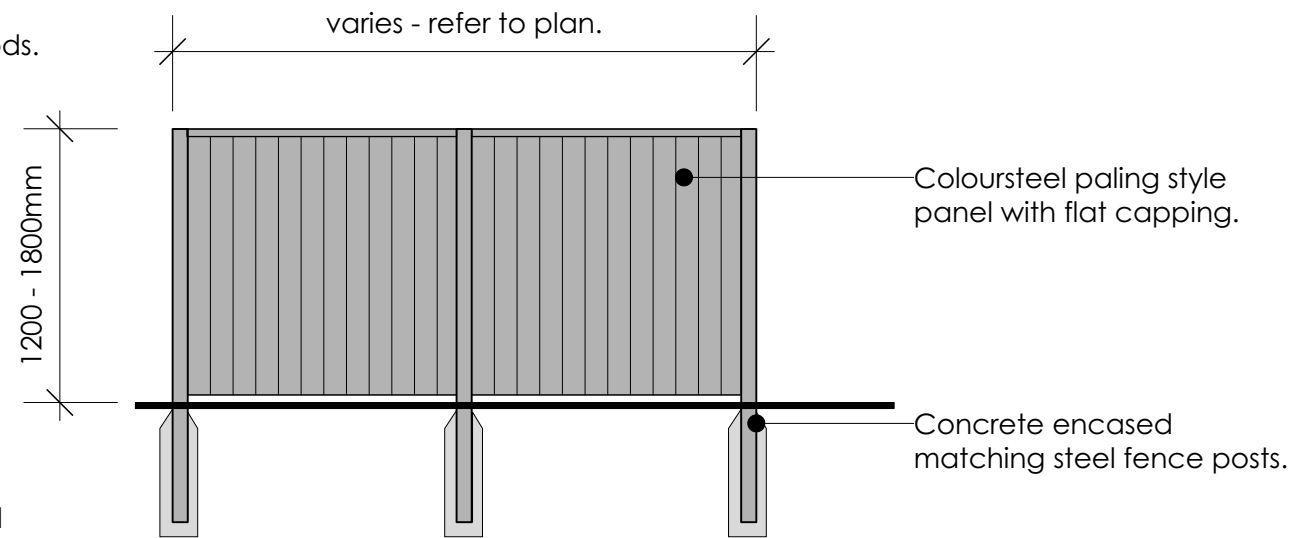
NOTE: 1.8m high fence version suitable where adjacent to outdoor courtyards.

To be stained to tie in with house facade.



3 FENCE TYPE 1200 - 1500mm High Railing Fence
Scale 1:50

NOTE: Elevation indicative only. Aluminium or steel railing fence similar to above is acceptable ensuring maximum 90mm spacing between vertical rods. Height 1200-1500mm shall be maintained.



4 FENCE TYPE 1200 - 1800mm High Railing Fence
Scale 1:50

NOTE: For use on internal lot boundaries and returns back to house (from the internal boundary) only. Not to be used as front boundary or returns forward of house.

REV	DATE	BY	DESCRIPTION



Level 4, Te Uruti Building, 48 Hereford St
PO Box 2833, Christchurch 8140, New Zealand

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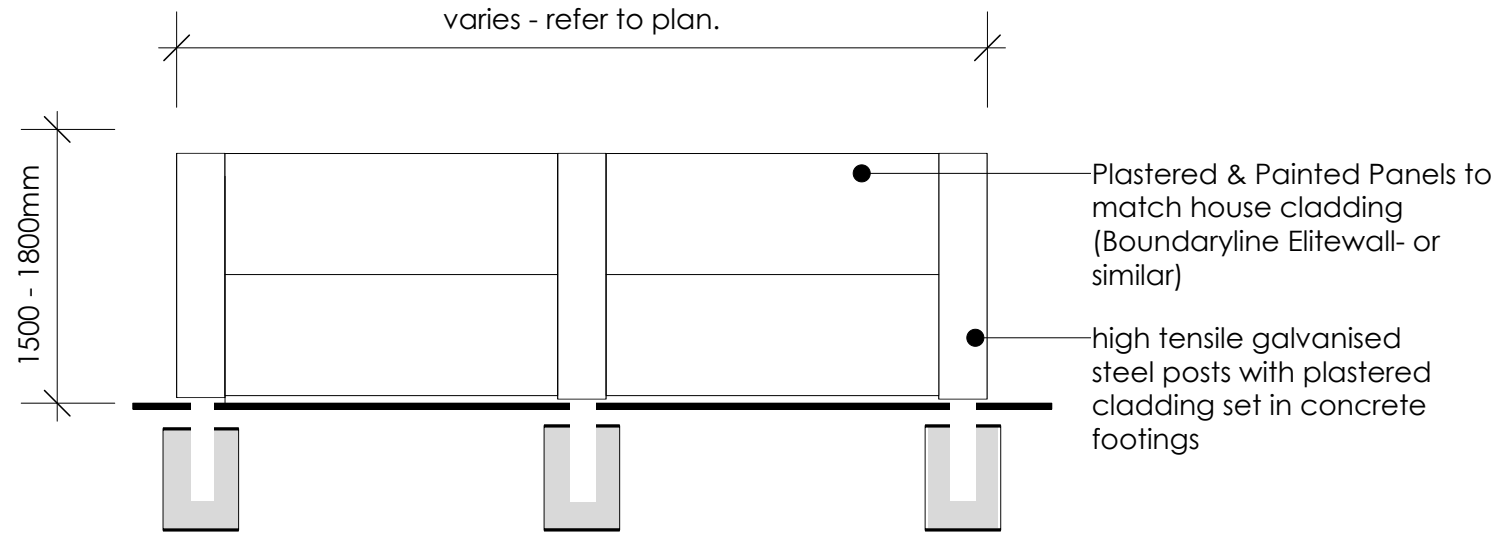
Design	BP / KE	Date	: 06.07.2023
Drawn	KE	Scale	: 1:50 @ A3
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APPROVED FENCE TYPES

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5. Any Eco-flow tank controllers shall be fixed to house facade on the street-side of any side gates or fence returns.
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5 FENCE TYPE 1500 - 1800mm High Monolithic Plaster Fence
Scale 1:50

REV	DATE	BY	DESCRIPTION



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NOTES

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Fence Type 4 to all internal boundaries

5 Indicative Landscape Plan
Scale 1:100

Fence return to house or side gate minimum 500mm back from front of house.

Service courts shall be screened from street using 1.5 - 1.8m fence return or gate.

MIN.
500

It is preferable for any fence to front of street boundary higher than 1200mm to be set back from (street) boundary by 300mm and planted to front garden. Front yard fence to be semi-permeable.

Ecoflow tank - Indicative

Ecoflow controller fixed to house behind side gate or return fence (Allow for any downpipe locations).

REV	DATE	BY	DESCRIPTION