

# View Instrument Details



**Instrument No** 12643236.1  
**Status** Registered  
**Date & Time Lodged** 21 December 2022 17:42  
**Lodged By** Bartlett, Rebecca Shannon  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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<b>Affected Records of Title</b>	<b>Land District</b>
1090993	Canterbury
1090994	Canterbury
1090995	Canterbury
1090996	Canterbury
1090997	Canterbury
1090998	Canterbury
1090999	Canterbury
1091000	Canterbury
1091001	Canterbury
1091002	Canterbury
1091003	Canterbury
1091004	Canterbury
1091005	Canterbury
1091006	Canterbury
1091007	Canterbury
1091008	Canterbury
1091009	Canterbury
1091010	Canterbury
1091011	Canterbury
1091012	Canterbury
1091013	Canterbury
1091014	Canterbury
1091015	Canterbury
1091016	Canterbury
1091017	Canterbury
1091018	Canterbury
1091019	Canterbury
1091020	Canterbury
1091021	Canterbury
1091022	Canterbury
1091023	Canterbury
1091024	Canterbury
1091025	Canterbury
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1091047	Canterbury
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1091049	Canterbury
1091050	Canterbury
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1091057	Canterbury
1091058	Canterbury
1091059	Canterbury

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**Annexure Schedule** Contains 4 Pages.

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**Covenantor Certifications**

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

**Signature**

Signed by Graeme Hayward Skeates as Covenantor Representative on 21/12/2022 05:39 PM

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**Covenantee Certifications**

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

**Signature**

Signed by Graeme Hayward Skeates as Covenantee Representative on 21/12/2022 05:39 PM

**\*\*\* End of Report \*\*\***

Approved for ADLS by Registrar-General of Land under No. 2018/6263  
**COVENANT INSTRUMENT TO NOTE LAND COVENANT**  
 Sections 116(1)(a) & (b) Land Transfer Act 2017



**Covenantor** *Surname(s) must be underlined or in CAPITALS.*

**1906 TELEGRAPH ROAD LIMITED**

**Covenantee** *Surname(s) must be underlined or in CAPITALS.*

**1906 TELEGRAPH ROAD 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
<b>Land Covenant</b>		See attached.	1090993, 1090994, 1090995, 1090996, 1090997, 1090999, 1091000, 1091001, 1091002, 1091003, 1091004, 1091006, 1091007, 1091008, 1091009, 1091010, 1091011, 1091014, 1091015, 1091016, 1091017, 1091018, 1091021, 1091022, 1091023, 1091024, 1091025, 1091026, 1091027, 1091029, 1091031, 1091036, 1091037, 1091039, 1091042, 1091043, 1091044, 1091046, 1091047, 1091048, 1091049, 1091050, 1091051, 1091052, 1091053, 1091055, 1091056, 1091059, 1090998, 1091005, 1091012, 1091013, 1091019, 1091020, 1091028, 1091030, 1091032, 1091033, 1091034, 1091035, 1091038, 1091040, 1091041, 1091045, 1091054, 1091057, 1091058

**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 **B** ].

**BURDENED LAND**

**(Record of title)**

1090993, 1090994, 1090995, 1090996, 1090997, 1090999, 1091000, 1091001, 1091002,  
1091003, 1091004, 1091006, 1091007, 1091008, 1091009, 1091010, 1091011, 1091014,  
1091015, 1091016, 1091017, 1091018, 1091021, 1091022, 1091023, 1091024, 1091025,  
1091026, 1091027, 1091029, 1091031, 1091036, 1091037, 1091039, 1091042, 1091043,  
1091044, 1091046, 1091047, 1091048, 1091049, 1091050, 1091051, 1091052, 1091053,  
1091055, 1091056, 1091059, 1090998, 1091005, 1091012, 1091013, 1091019, 1091020,  
1091028, 1091030, 1091032, 1091033, 1091034, 1091035, 1091038, 1091040, 1091041,  
1091045, 1091054, 1091057, 1091058

## SCHEDULE B

### COVENANTS

- 1. Intent of Scheme**
- 1.1 The Grantee acknowledges and accepts that the lots are or will be subject to a building scheme which will run with the land, applicable to and for the benefit of all the lots and that the owners and occupiers for the time being of each of the Covenanting Lots will be bound by the stipulations and restrictions contained in the covenants set out in this schedule.
- 2. Grantee's Covenants**
- 2.1 The Guarantee, for itself and its successors in title, covenants with and for the benefit of 1906 Telegraph Road Limited and all and any of:
  - a. The Grantor and its successors in title; and
  - b. The registered owners for the time being of the Benefiting Lots, as set out in this document.
- 2.2 The 1906 Telegraph Road Limited reserves the right at any time to waive or vary any of these covenants and if called upon to do so the Grantee will sign any documentation required to give effect to this waiver and/or variation.
- 2.3 1906 Telegraph Road Limited shall not be required to enforce these covenants notwithstanding that 1906 Telegraph Road Limited may retain ownership of lots in the development for a period of time.
- 2.4 These covenants are time-limited and shall cease to remain in force on the 10<sup>th</sup> anniversary of the deposit of the subdivision plan.
- 3. Minimum Floor Area**
- 3.1 No dwelling shall be constructed on any of the Covenanting Lots unless such dwelling (exclusive of any garaging which is attached to the dwelling, and which has internal access to the dwelling) has a floor area of 90 sqm or more.
- 4. Building Controls**
- 4.1 Any building constructed on any of the Covenanting Lots shall be professionally designed to meet the following criteria.
  - a. Exterior cladding and roof colours shall be drawn from the natural range of browns, greens, and greys consistent with the background rural colours of the landscape of the area and shall be of low reflectivity with a Light Reflectivity Value of between 5% and 36%, except for roof colours which shall be between 5% and 15% and which shall have a matte finish. No second-hand materials shall be used in the exterior cladding and no untextured monolithic cladding shall be used for visible exterior surfaces (other than soffits).
  - b. No second-hand dwellings shall be sited on the Covenanting Lots. The only transportable dwellings permitted on the lots are new factory-built professionally designed transportable buildings in respect of which the manufacturer has obtained a Code Compliance Certificate from the local authority in the area in which it has been manufactured.
- 5. Business Use Restrictions**
- 5.1 Each Covenanting Lot shall be utilised for primarily residential use and shall not be utilised for commercial or industrial use provided that home-based businesses with no impact beyond the home and permitted under the District Plan that are ancillary to the primary residential use are permitted.

6. **Building and Fencing set back**
- 6.1 Dwellings must be set back a minimum of 4.0 metres from the road-frontage boundary.
- 6.2 Rear Lot Fences must be as described in clause 7.1.a and must be set back 4.0 metres.
- 6.3 Front Lot Fences must be as described in clause 7.1.a and are permitted anywhere within the front yard up to and on the boundary.

7. **Fencing**

- 7.1 Two fencing types allowable are:
- a. **Rear Lot Fence:** Up to 1.8m post and palings (or similar design), for erection on lots with minimum of 4m set-back from the front (street adjacent) boundaries; and
- b. **Front Lot Fence:** Up to 1.2m high, post and 2 rail fences, which may be erected anywhere within the 4m front yard, with horizontal palls up to 300mm wide and 50% or greater visual permeability.

The intention is that the front yards have a rustic/semi-rural look with landscaping (such as hedging) placed inside the post and 2 rail fence, for privacy. This is to provide for a uniform look with a focus on landscaped front yards throughout the subdivision.

8. **Animals**

- 8.1 Domestic animals (i.e., dogs, cats, birds, guinea pigs, neutered rabbits, and fish) are permitted to reside on the Property together with up to 8 hens (securely housed) provided that they do not create a nuisance however the keeping of roosters is prohibited as are pigs and other farmyard animals.

9. **Breach**

- 9.1 If there is a breach or non-observance by the Grantee of any of the stipulations or restrictions contained in these covenants, then without prejudice to any other liability which the Grantee may have to 1906 Telegraph Road Limited or any other person or persons having the benefit of these covenants, the Grantee will upon written demand made by all or any of 1906 Telegraph Road Limited or any of the owners of the Benefitting Lots immediately remedy the breach or non-observance.
- 9.2 In the event of any dispute which cannot be resolved by agreement between 1906 Telegraph Road Limited (or other owner of a Dominant Lot) and the Grantee as to any matter relating to the abovementioned restrictive covenants, the same shall be resolved by arbitration under the provisions of the Arbitration Act 1996 or any Act passed in substitution or amendment thereof by a single arbitrator appointed for that purpose by the nominee of the president of the New Zealand Law Society and the decision of that arbitrator shall be final and binding on the parties.
- 9.3 There shall be no obligation on any person or persons having the benefit of these covenants to take any steps to enforce these covenants.
- 9.4 If there is more than one Grantee for any servient Lot the liability of the Grantees for the servient Lot shall be joint and several.