

Covenant Instrument to note land covenant

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

Covenantor

NTP DEVELOPMENT HOLDINGS LIMITED

Covantee

NTP DEVELOPMENT HOLDINGS LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covantee** (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 [12345]	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant		[TITLE REFERENCE] to [TITLE REFERENCE] (inclusive)	[TITLE REFERENCE] to [TITLE REFERENCE] (inclusive)
Land covenant		[TITLE REFERENCE] to [TITLE REFERENCE] (inclusive)	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

ANNEXURE SCHEDULE

A INTERPRETATION

For the purposes of this Land Covenant:

Covenantee means the Developer and the registered owner of any Lot.

Covenantor means the registered owner of any Lot.

Design Guidelines means the Developer's architectural and landscaping guidelines provided to Lot owners as it may be amended by the Developer in writing from time to time.

Developer means NTP Development Holdings Limited.

Dwelling means any dwelling, building or other structure situated on a Lot.

Fencing Plan means the fencing plan included as Schedule 1 to these land covenants.

Lots means lots [1-39, 101-103] (inclusive) comprised in DP [XXXXXX] and **Lot** means any one of them.

Reserves means Lots 200 and 201, to be vested in Council and **Reserve** means any one of them.

Road Fronting Lots means Lots 1, 3, 5, 7, 9, 11, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 31, 32, 35, 36, 39 and 101-103.

Right of Way means areas [A, B, D, E, F, G, H, I, J, K, L, M and V] on DP [123456]

Right of Way Boundary means a boundary between the Right of Way and Lots 1, 2, 3, 5, 7, 9, 11, 13, 28, 31, 32, 35, 36 and 39.

Road Boundary means a boundary between a Lot and any legal road, which does not include a Right of Way Boundary.

Superlots means Lots 101, 102 and 103 and **Superlot** means any one of them.

COVENANTS

The Covenantor covenants with the Covenantee as follows:

1. THE COVENANTOR AND THEIR SUCCESSORS IN TITLE SHALL:

1.1. Subdivision

Not further subdivide any of lots 1-39 DP [123456], whether by way of cross-lease, unit title, subdivision into separate lots or in any other way PROVIDED HOWEVER that this restriction will not apply to a subdivision which has the effect only of adjusting the boundaries between two adjoining Lots nor shall it apply to any Superlots.

1.2. Temporary Accommodation

Not permit or suffer the Lot to be occupied or used as a residence either by the erection of temporary structures or the placing thereon of caravans or other vehicles used for human habitation.

1.3. Use Prior to Completion

Not use the Lot as a residence before a Code Compliance Certificate has been issued by the Christchurch City Council unless section 362V(2) of the Building Act 2004 applies.

1.4. Storage and Parking of Vehicles

- (a) Not permit any vehicles (including boats, trailers, caravans and motor-homes but excluding a motor car that is used on a regular basis) to be left, parked or stored on the Lot in any structure such as a gazebo, lean-to or carport that is not fully enclosed, nor shall such vehicle be left, parked or stored on the Lot where it is visible from any road or Right of Way.
- (b) Not park any motor vehicle on the Lot which is visible from any road or Right of Way and which is used on a regular basis except on a formed driveway or dedicated parking space approved by the Developer in accordance with clause 1.19.

1.5. Noxious Weeds and Rubbish

Not allow the accumulation or housing of any rubbish or noxious substances which may be likely to cause nuisance or annoyance to the neighbouring occupiers, or permit grass or weeds to grow to such a height as to become unsightly.

1.6. Animals

Not permit any dog or other pet to be kept in or about the Lot which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision, and in particular, without otherwise limiting this restriction, not to keep on or about the Lot any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila. The keeping of pigeons is expressly prohibited.

1.7. Signs

Not 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 Lot or Dwelling.

1.8. Dwelling Height

- (a) Not erect on any of Lots 1-5, 7, 9, 11, 13, 14, 29, 30, 33, 34, 37 or 38 a Dwelling greater in height than a single storey and a maximum of 5.5 metres. The Developer may, at the Developer's sole discretion, approve of a Dwelling on these lots with the living areas situated within the roof cavity of the Dwelling provided that there are no windows set into the roofline or gable area and that the only natural light permitted in the roof cavity is from skylights set into the roof.
- (b) Not erect on any of Lots 101, 102 or 103 a Dwelling less than two storey in height. The Developer may, at the Developer's sole discretion, approve of a Dwelling on these lots with the living areas situated within the roof cavity of the Dwelling provided that there are no windows set into the roofline or gable area and that the only natural light permitted in the roof cavity is from skylights set into the roof.

1.9. New Materials

Not erect or permit to be erected on the Lot any Dwelling using anything other than new materials PROVIDED THAT second-hand bricks may be allowed for exterior cladding at the Developer's discretion. No pre-lived in or pre-built Dwelling, either in whole or in part, shall be transported on to the Lot.

1.10. Non-permitted Cladding Materials

Not construct any Dwelling on the Lot with an external cladding of unrelieved flat sheet fibrolite, hardiflex or similar materials PROVIDED THAT this restriction shall not apply to the cladding of soffits or gable ends.

1.11. Painting

Not leave the outside of any Dwelling unfinished, or any exterior walls or doors unpainted or unstained PROVIDED THAT this clause shall not apply where natural timber cladding or decorative brick, stone or concrete are used.

1.12. Building Materials

Not use as a roofing material any material other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel) of a single colour or pre-painted long-run pressed steel (the use of zincalume shall not be permitted) or any building materials which are highly reflective (including reflective window coatings). Preferred building materials are detailed in the Design Guidelines.

1.13. Boundary Fencing

(a) Compliance with District Plan and Fencing Covenants

The Covenantor must at all times ensure they comply with, as it relates to fencing of the Lot:

- (i) the rules in the Christchurch District Plan;
- (ii) the provisions contained in this clause 1.13; and
- (iii) Any Consent Notices required by Council to be registered on the titles.

The Covenantor does not warrant that any fence complying with these covenants will also comply with the District Plan and as such it is the Covenantor's responsibility to ensure they are at all times compliant with the District Plan. For the avoidance of doubt even if the Covenantor applies for and receives a resource consent from the Christchurch City Council in relation to fencing of the Lot, they must still also comply with the provisions contained in this clause 1.13.

(b) Fencing Reserve Boundaries

Where the Covenantor is the owner of any Lot which shares a boundary with a Reserve, they shall comply with following additional restrictions, which will be registered as Consent Notice on such titles:

- (i) Any fencing along, or within 2m of, the shared boundary with a reserve (Lots [5-8] and [101-103]) shall not exceed 2m in height. Such fencing shall be:
 - (1) No greater than 1.2m in height, where solid; or
 - (2) Pool style fencing that is at least 80% open where between 1.2m and 2m in height.

Except that, the above requirements do not apply to fencing along a site boundary that is not shared with a Reserve.

(c) **Permitted Fencing**

- (i) Unless otherwise approved by the Developer in writing, the Covenantor shall not permit any other boundary fence to be erected or constructed on the Lot, except that which is of a size, specification and in the location as detailed in the Fencing Plan.
- (ii) Unless otherwise approved by the Developer in writing, the Covenantor shall not permit any other fence or other structure, other than a letterbox, to be erected in the area between the Road Boundary or Right of Way Boundary and a line drawn parallel to the Road Boundary or Right of Way Boundary in line with that part of the Dwelling closest to the Road Boundary or Right of Way Boundary.
- (iii) Where the Developer has, as part of the development of these Lots, installed a fence on the Lot, including fencing with Reserve Boundaries, the Covenantor shall not remove or modify such fence, including (without limitation), the attaching of any form of 'wind break', 'privacy screening' signage or decorative addition of any kind. Should a Covenantor wish to increase their privacy of the Lot it is suggested suitable landscaping and plantings be used inside of any fence which has transparent elements.

(d) **Fencing of Superlots**

- (i) Where the Developer has, as part of the creation of the Superlots, installed any fence along any boundary to the Superlots, then the Covenantor shall not:
 - a) For both any Reserve or road fronting fences, remove or modify such fence, including (without limitation), the attaching of any form of 'wind break', 'privacy screening' signage or decorative addition of any kind; or
 - b) erect any additional fencing inside the boundary of the Superlot (i.e. no double fencing).
- (ii) Where the Developer has not installed any fence along any road boundary along any road front, the Covenantor shall not erect any fencing which:
 - a) Exceeds 1.8m in height; and
 - b) Is not approximately 50% solid fencing and approximately 50% transparent pool style fencing that is at least 80% open
 - c) Has not been subject to the Developers Approval in clause 1.19.

1.14. Letterbox

Not erect a Dwelling without contemporaneously erecting a new letterbox of a design, colour and cladding consistent with the Dwelling, or as approved by the Developer in accordance with clause 1.19.

1.15. Front Yard of Road Fronting Lots

- (a) **Landscaping:** The Covenantors of the Road Fronting Lots shall not install artificial grass or similar, nor to seed or permit to grow any lawn grass or

similar on the Lot in the area between the Road Boundary and/or Right of Way Boundary and a line drawn parallel to the Road Boundary or Right of Way Boundary at the point where the Dwelling is at its closest to the Road Boundary or Right of Way Boundary. Preferred landscaping plants and shrubs for this area are detailed in the Design Guidelines.

- (b) **Setbacks:** The Covenantors of the Road Fronting Lots shall either:
- (i) Comply with any road setback boundary rules set out in the Christchurch District Plan; or
 - (ii) Adhere to a road boundary setback of 3 metres as permitted by RMA/2023/702, whereby one tree capable of reaching a height of 4 metres at maturity, shall be planted within that 3 metre road boundary setback.

1.16. Completion of Landscaping, Driveways and Paths

Not permit the Dwelling to be occupied unless all driveways and paths are completed in permanent materials, all wooden boundary fences are stained or painted, and all unpaved areas are properly grassed or landscaped in accordance with the plans approved by the Developer in accordance with clause 1.19.

1.17. Satellite Dishes

Not place or allow to be placed on the Lot or Dwelling any aerials or satellite dishes unless the same comply with the following requirements:

- (a) Have a maximum diameter of one metre; and
- (b) Are situated at least four metres from the front façade of the Dwelling; and
- (c) Are mounted below the ridgeline of the roof of the Dwelling.

1.18. Garden Sheds, Garden Ornamentation, Gas Bottles, Rubbish Bins and Clothes

Not place or allow to be placed on the Lot or Dwelling any garden shed (or similar minor ancillary structure to the Dwelling), brightly painted or decorated ornaments or fixtures, gas bottles, rubbish and/or recycling bins which are reasonably visible by any person standing on the footpath of any legal road or Right of Way, or allow any washing or other articles to be hung for drying or any other purpose, either inside or outside of the upstairs part of any two storey Dwelling, where it is visible from outside the boundaries of the Lot.

1.19. Developer to Approve Plans

Not commence any work on the Lot:

- (a) Without submitting to the Developer and receiving its approval for all building plans, including site plans (showing the position of the vehicle crossing and street lamps, street trees and any services that are located in front of or to the side of the Lot), specifications, fencing and landscaping plans (which shall be prepared by a qualified landscape designer and builder). Sole discretion lies with the Developer in approving building and site plans, specifications, fencing and landscaping plans, which shall comply with the Design Guidelines provided by the Developer to the Developer's satisfaction; and
- (b) Which does not conform to the plans approved by the Developer. Any variation to or deviation from the approved plans will be a breach of this clause and subject to the provisions of clause 3,

PROVIDED THAT this clause 1.19 will cease to apply and be of no further effect from the date that a Code Compliance Certificate is issued for the first Dwelling to be built on the Lot if such Code Compliance Certificate relates to a Dwelling approved of by the Developer in accordance with this clause 1.19,

AND FURTHER PROVIDED THAT the Covenantor acknowledges that the Developer has no legal responsibility or liability for the enforcement, enforceability or applicability of these covenants, nor does the Developer undertake to enforce or monitor compliance with these covenants on an ongoing basis.

1.20. Construction Fencing

Not commence construction on the Lot 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), be a minimum of 1.2 metres in height and have a rigid frame and in all circumstances be acceptable to the Developer at their sole discretion, and provide only one vehicle access to the Lot from the road or right-of-way.

1.21. Construction Zone Areas

Not commence construction on the Lot until a vehicle crossing of no more than four metres in width has been installed in a position approved by the Developer, the kerb cut down at the crossing and the driveway from the road or Right of Way to the Lot formed and suitably based. The Covenantor shall not make any use of the adjoining Lots (whether occupied or not) any berms (except at designated crossings) or footpaths for construction work or for access by vehicles.

1.22. Health and Safety Requirements

Not permit any construction unless the building site complies at all times with the requirements of the Health and Safety at Work Act 2015 (and its amendments) or any enactment passed in its substitution.

1.23. Delivery of Materials

Not undertake or permit during the course of construction the loading, unloading, delivery or storage of building materials other than within the boundaries of the Lot.

1.24. Building Rubbish

Not carry out any construction unless an adequate rubbish skip is present at all times (and regularly emptied or replaced) nor allow during the course of construction any rubbish to blow outside the boundaries of the Lot.

1.25. Washing of Vehicles

Not during the course of construction allow any vehicles to be washed down other than within the boundaries of the Lot, provided such washing does not contravene any rules, requirements or standards of the Christchurch City Council and/or Environment Canterbury.

1.26. Portable Toilet Facility

Not permit the Covenantor's construction workers or contractors to use the Lot or any other area on DP [12345] for toileting purposes. Prior to construction commencing, the Covenantor shall provide a suitable portable toilet facility for use by the Covenantor's construction workers and contractors.

1.27 Superlot Construction Commitment

The Covenantor shall not allow, permit, procure or fail to

- (a) Commence substantial and material construction on the Superlot by the later of:
 - (i) three (3) years of the date of deposit of the Deposited Plan creating the Record of Title of the Superlot; or
 - (ii) three (3) years of the date of the first sale and purchase agreement entered into by the Covenantor with the Developer; and
- (b) Complete construction of all dwellings, infrastructure and landscaping within two (2) years of commencing the construction on the Superlot.

2. DISPUTE RESOLUTION

- 2.1. Except as it relates to the exercise of any discretion, opinion, approval or consent requested of the Developer 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.
- 2.2. 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.
- 2.3. 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 branch of the New Zealand Law Society.
- 2.4. Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.

3. DEFAULT PROVISIONS

- 3.1. If there should be any breach or non-observance of any of these covenants and without prejudice to any other liability which the Covenantor may have to any person having the benefit of this covenant, the Covenantor will upon written demand being made by the Developer or any Covenantee:
 - (a) Pay to the person making such demand as liquidated damages the sum of \$100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made.
 - (b) Remove or cause to be removed from the Lot any Dwelling, vehicle, garage, building, fence or other structure erected or placed on the Lot in breach or non-observance of the above covenants.
 - (c) Replace any building materials used in breach or non-observance of the above covenants.
 - (d) Reimburse the costs the Developer and/or any Covenantee directly incurs on a dollar for dollar basis as a result of a breach or non-observance, including (but not limited to), those associated with correcting such breach or non-observance.

3.2. Any demand made by a Covenantee will be deemed to have been served to the Covenantor if sent to the Covenantor's postal address of the Lot, or where the Lot is a vacant section, the demand will be deemed to have been properly served if sent to the email address of the lawyer or law firm that signed and certified the transfer of the Lot to the Covenantor.

4. AUTOMATIC CANCELLATION

4.1. The covenants in this instrument will immediately cease to apply to any Lot (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, or which is created as a utility lot, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand. The Covenantors and Covenantees covenant that this clause 4.1 will be deemed to be the consent of each Covenantee to the depositing of the land transfer plan of subdivision under section 224(b)(i) of the Resource Management Act.

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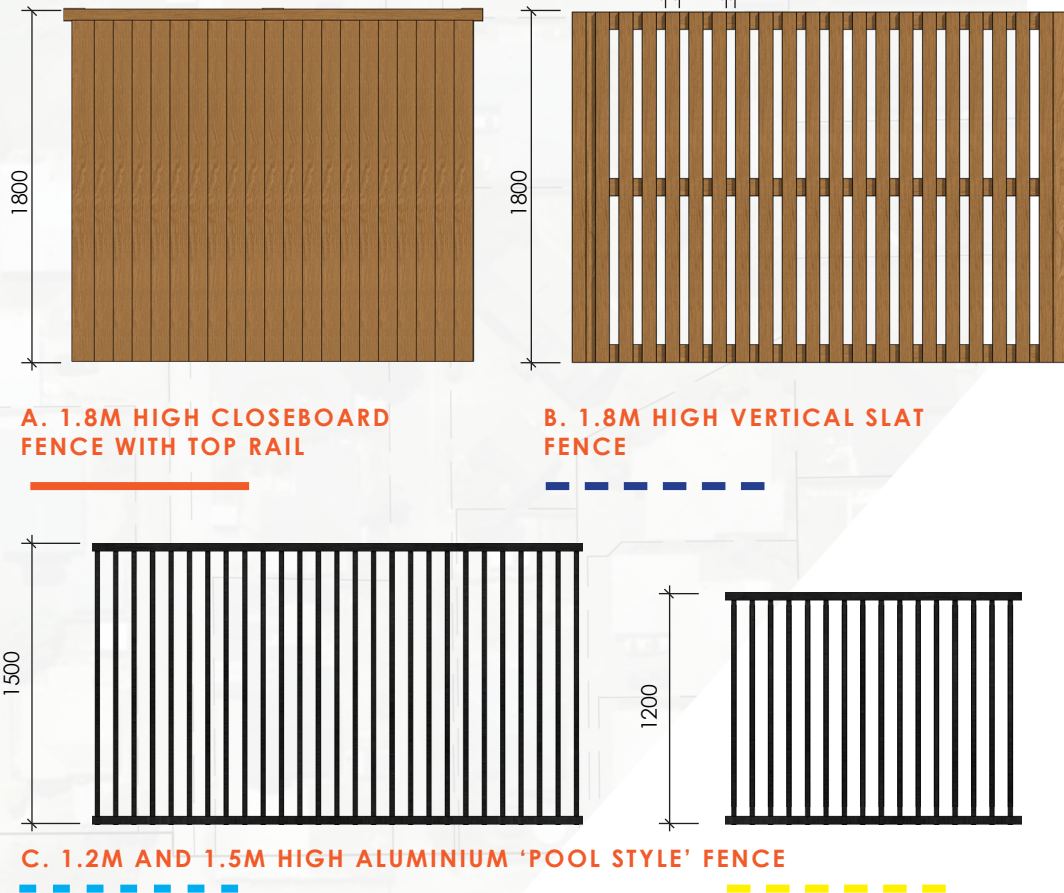
LEGEND

- - - Site Boundary
- 1.8m Close board Fencing
- - - 1.5m Permeable Fencing
- - - 1.2m Permeable Fencing
- - - 1.8m Vertical slat fence



A. OVERALL LANDSCAPE CONCEPT PLAN (SCALE 1:800 @A3)

FENCE TYPES



Project name: NGA I TAHU / FORMER SOUTH HORNBY SCHOOL
 Drawing name: **FENCING PLAN**
 Designed by: HB
 Drawn by: HB/JR
 Review by: HB
 Original issue date: 10 NOVEMBER 2023
 Scales: 1:800@A3

Revision no:	Amendment:
A	Issue for comment
B	Additional fence type
C	FOR TENDER
D	Change to fencing for Lot 1
E	Change to fencing for Lot 1

Approved	Date
HB	01/11/2023
HB	13/11/2023
HB	14/11/2023
HB	10/06/2024
HB	11/06/2024



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