



halswell commons

**Land Covenants - Lots 35 - 44**

The Grantee when registered proprietor of the land formerly contained in Unique Identifier \_\_\_\_\_ subdivided the land into lots in the manner shown and defined on Deposited Plan \_\_\_\_\_ (hereinafter referred to as the "Plan").

**WHEREAS** it is the Grantee's intention to create a high quality subdivision. To enable this to occur it is the Grantors intention to create for the benefit of the land described in Schedule A as the Dominant Tenement (hereinafter referred to as the "Dominant Lots") the land covenant set out herein over the land described in Schedule A as the Servient Tenement (hereinafter referred to as the "Servient Lots").

**AND** so as to bind the Servient Lots and for the benefit of the respective Dominant Lots the Grantor **DOTH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule herein so that the covenant runs with the Servient Lots for the benefit of each of the respective Dominant Lots.

**"Lot"** or **"Lots"** means any one or more of the respective Servient Lots as the context requires, and includes any lot created as a result of a further subdivision of any of the Servient Lots.

**"Subdivision"** means the Developer's subdivision known as Halswell Commons, of which the Servient Lots form part.

**"The Developer"** means Danne Mora Holdings Limited or it's duly appointed agent, assignee or associated person or entity.

1. The Grantor shall:

- 1.1. Not erect or place, or permit to be erected or placed, on the Lot any building, dwelling house, garage or other structure unless such building, dwelling house, garage or other structure in all respects:
  - 1.1.1 complies in all respects with the Developer's guidelines as to architectural controls ("Architectural Controls"), and as amended from time to time;
  - 1.1.2 complies with the terms of the Developer's Resource Consent/s ("Resource Consent") for the Subdivision, including any variation of the Resource Consent at the request of the Grantor provided that any such requests must first be approved in writing by the Developer; and
  - 1.1.3 is entirely consistent with plans for the same that have first been submitted to, and approved in writing by, the Developer in its sole discretion.
- 1.2. Not permit any construction on the Lot unless the building site at all times complies with the requirements of the Health and Safety at Work Act 2015 or any legislation in substitution thereof;

- 1.3. Not undertake or permit during the course of construction the storage of building materials other than within the boundaries of the Lot;
  - 1.4. 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 outside the boundaries of the Lot;
  - 1.5. Not during the course of construction allow any vehicles to be washed down other than within the boundaries of the Lot;
  - 1.6. Not allow the Lot to become untidy or unsightly and in particular, without limitation, not allow any grass on the Lot grow to a height of more than 150mm and shall, if the Developer requests, immediately comply with any request to mow such grass to ensure that at no times is any grass on any of the Lot more than 150mm in height;
  - 1.7. Not permit any works to be carried out on the Lot (including site preparation) prior to the erection and completion of all side, front and rear boundary fences (which must comply with the Developer's guidelines as to lot landscaping, applicable to the relevant stage ("Landscape Guidelines") and as amended from time to time) or, where permanent fencing is not being erected, temporary fencing shall be installed and removed prior to occupation of the dwelling;
  - 1.8. Not commence construction of a dwelling until such time as vehicle access from the road to the Lot has been completed (including berm and curb crossing) up to and including metalling or sealing;
  - 1.9. Not access the Lot over any area not allocated for vehicle access;
  - 1.10. Not permit the Lot to be occupied or used as a residence either prior to the dwelling being completed and a Code Compliance Certificate issued for the same, or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles for human occupation;
  - 1.11. Not remove or relocate from the Lot any fence, tree or shrub constructed, installed or planted by the Developer without the written consent of the Vendor;
  - 1.12. Not permit any dwelling on the Lot to be used as a show home without the written consent of the Developer. The Developer shall retain sole discretion over the number of dwellings to be used for show home purposes;
  - 1.13. Reinstate, replace and be responsible for all costs arising from any damage to landscaping, berms, roading, footpaths, kerbs, concrete or other structures in the subdivision arising directly or indirectly from the use of the Lot by the Grantor or its occupiers, agents or invitees; and
  - 1.14. At the time of completing the landscaping on the Lot re-seed the berm in front of the Lot with a seed of similar variety.
2. Any costs of enforcing compliance and/or remediation of any damage caused by the non-compliance with clause 1 shall be a debt that becomes immediately due and owing by the Grantor to the Developer as liquidated damages.

3. Should any proposed or completed dwelling house, building, structure, fence or landscaping not comply with the Architectural Controls and/or the Landscape Guidelines, the Developer may, in its sole discretion, give written approval where in the sole opinion of the Developer such approval would not detract from the overall quality and appearance of the subdivision. Such approval may be given at any time and is subject to such terms as the Developer in its sole discretion thinks fit.
4. The Grantor shall ensure that:
  - 4.1. The construction of any dwelling (or other permitted building) on the Lot is completed and a Code Compliance Certificate has issued for the same, within nine (9) months of commencement of the works; and
  - 4.2. All landscaping on the Lot has been completed within six (6) months of completion of the construction of the dwelling. If there is any dispute as to whether or not the landscaping has been completed, it shall be at the Developer's sole discretion (acting reasonably) as to whether or not the landscaping has been completed.
5. The Grantor shall not subdivide the Lot. Subdivide shall have the meaning "subdivide land" as set out in s218 of the Resource Management Act 1991.
6. The Developer reserves the right at any time to waive or vary any of these covenants and if called upon to do so, the Grantor will sign any documentation required to give effect to this waiver and/or variation.
7. The Developer shall, in respect of any other Lots and subsequent stages of Halswell Commons, have in its absolute discretion the right to impose alternative or additional restrictions or stipulations in any restrictive covenant relating to Lots in subsequent stages or to omit or vary in its absolute discretion any restrictive covenant.
8. The Developer shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the Lot and any contiguous land owned by the Developer but this provision shall not enure for the benefit of any subsequent purchaser or proprietors of the contiguous land.
9. The Grantor shall not oppose, frustrate, object to, nor take any action or encourage others to oppose, frustrate, object or take any action that might, in any way, prevent or hinder the Developer and/or the Local Authority from progressing or completing subdivisions or any other aspect of the Halswell Commons Development, whether residential, commercial or otherwise. For the avoidance of doubt, this covenant extends to (without limitation) development planning, zone changes, resource consents, consent authority or Environment Court applications, building consent matters, any other consents, earthworks, developments and general works. The benefit of this covenant applies to any adjoining or neighbouring properties now or hereafter owned by the Developer.
10. The Grantor upon becoming registered proprietor of the Lot is deemed to have joined the Halswell Commons Residents Society Incorporated ("Society") as a member until such time as it ceases to be registered proprietor of the Lot, will pay all levies imposed by the Society from time to time promptly as they fall due and will abide by the Society's Rules ("Rules of the Society"), including any amendments from time to time.

11. In the event that the Lot is further subdivided following the expiry of the covenant in clause 5, any reference in this instrument to "Lot" shall apply to any new certificate of title resulting from such subdivision, and the covenants contained in this instrument shall apply to the registered proprietor of any new certificate of title created for residential purposes as a result of such subdivision, including for the avoidance of doubt the obligations in clause 10 with regard to the Society.
12. Each separate certificate of title resulting from any further subdivision shall respectively become a "*Developed Property*" as defined by the Rules of the Society.
13. If there be any breach or non-observance of any of these covenants:
  - 13.1. There shall be no obligation on the Developer to take any steps to enforce these covenants;
  - 13.2. If there is more than one Grantor for any Lot the liability of the Grantor for the Lot shall be joint and several;
  - 13.3. The Grantor in breach shall rectify any such breach;
  - 13.4. The Grantor will, upon written demand being made by the Developer, the registered proprietors of any property which is a party to this covenant, or the Society should it make written demand on behalf of such registered proprietors (in which case the Rules of the Society applicable where the Society makes demand on behalf of its members shall apply), pay as liquidated damages to the person making such demand the sum of \$500 per day for every day that such breach or non-observance continues after the date upon which written demand has been made; and
  - 13.5. Replace any building materials used in breach or non-observance of these covenants.
14. The covenants in this instrument will cease to apply to any land that is intended to vest in the Crown or 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.
15. In the event of any dispute which cannot be resolved by agreement between the Developer, the Grantor and/or the Grantee (or the Society as the case may be) as to any matter relating to these 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 single Arbitrator appointed for that purpose by the nominee of the Canterbury Westland Branch of the New Zealand Law Society and/or his/her nominee and the decision of that Arbitrator shall be final and binding on the parties.
16. The covenants contained in clauses 1 to 5 (inclusive) of this instrument shall cease to have effect after 31 December 2030, whereas all other covenants contained in this instrument shall run with the Grantor's land for all time unless otherwise provided by statute.