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Document, Interest, Instrument: 12993241.1

Property: 504 Steffens Road, Oxford, Waimakariri District

Legal Description: Lot 2 Deposited Plan 574072

CoreLogic Reference: 3201262/1

Processed: 08 July 2024

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View Instrument Details



Instrument No 12993241.1
Status Registered
Date & Time Lodged 22 May 2024 14:43
Lodged By Streatfield, Sarah Ellen
Instrument Type Variation of Land Covenant under s116(3) Land Transfer Act 2017



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
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1048194	Canterbury
1048195	Canterbury
1048196	Canterbury
1048197	Canterbury
1048198	Canterbury
1048199	Canterbury
1048200	Canterbury

Affected Instrument	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017 12713683.7
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Annexure Schedule Contains 1 Pages.

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 Christopher William David Boivin as Covenantor Representative on 21/05/2024 07:33 PM

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 Christopher William David Boivin as Covenantee Representative on 21/05/2024 07:33 PM

*** End of Report ***

Form 28**Covenant Variation Instrument to vary land covenant**

(Section 116(3) Land Transfer Act 2017)

Covenantor**Gavin Raymond REED and Marie Anne REED****Covenantee****Gavin Raymond REED and Marie Anne REED****Variation of Covenant**

The terms, covenants, or conditions contained in the covenant(s) set out in schedule A **are hereby affected or modified** as set out in Schedule B.

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose of Covenant	Creating Instrument number	Burdened Land (Record of title)	Benefited Land (Record of Title) or in gross
Land Covenant	12713683.7	Lots 1-6 Deposited Plan 574072 (RT's 1048194-1048199)	Lots 1-7 Deposited Plan 574072 (RT's 1048194-1048200)

Schedule B*Continue in Annexure Schedule, if required*

In clause 3.1(a) (in Schedule 2 of the Instrument) "case" is replaced with "cause" in the first sentence of clause 3.1(a).

In clause 3.1(h) (in Schedule 2 of the Instrument) the reference to "100m2" is replaced with 160m2.

RPNZ document ordering service

Document, Interest, Instrument: **12713683.7**

Property: 504 Steffens Road, Oxford, Waimakariri District

Legal Description: Lot 2 Deposited Plan 574072

CoreLogic Reference: 3201262/4

Processed: 08 July 2024

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View Instrument Details

Instrument No 12713683.7
Status Registered
Date & Time Lodged 22 August 2023 14:34
Lodged By Boivin, Christopher William David
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title	Land District
1048194	Canterbury
1048195	Canterbury
1048196	Canterbury
1048197	Canterbury
1048198	Canterbury
1048199	Canterbury
1048200	Canterbury

Annexure Schedule Contains 6 Pages.

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 Christopher William David Boivin as Covenantor Representative on 21/08/2023 07:18 PM

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 Christopher William David Boivin as Covenantee Representative on 21/08/2023 07:18 PM

*** End of Report ***

Form 26**Covenant instrument to note land covenant**

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

Covenantor**Gavin Raymond REED and Marie Anne REED****Covenantee****Gavin Raymond REED and Marie Anne REED****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
Land Covenant	DP 574072	Lot 1 DP 574072 (RT 1048194)	Lot 1 DP 574072 (RT 1048194)
		Lot 2 DP 574072 (RT 1048195)	Lot 2 DP 574072 (RT 1048195)
		Lot 3 DP 574072 (RT 1048196)	Lot 3 DP 574072 (RT 1048196)
		Lot 4 DP 574072 (RT 1048197)	Lot 4 DP 574072 (RT 1048197)
		Lot 5 DP 574072 (RT 1048198)	Lot 5 DP 574072 (RT 1048198)
		Lot 6 DP 574072 (RT 1048199)	Lot 6 DP 574072 (RT 1048199)
			Lot 7 DP 574072 (RT 1048200)

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 the Annexure Schedule

Annexure Schedule 1

LAND COVENANT

The following provisions will apply to the Land Covenant created by this instrument:

1. The Covenantors for themselves and their successors in title covenant and agree with the Covenantees and their successors in title for the benefit of each and all of the Benefited Lands that:
 - 1.1 In this Land Covenant:
 - (a) Developer means Gavin Raymond Reed and Marie Anne Reed.
 - (b) Lot means any Lot that is subject to these covenants.
 - (c) Words importing the singular or plural include the plural and singular respectively.
 - (d) Where there is at any time more than one owner of a Lot, this covenant will be binding upon each and every owner jointly and severally.
 - 1.2 The Covenantor will at all times observe and perform all the covenants contained in Schedule 2 to the intent that each of the covenants will endure for the benefit of and be appurtenant to the Benefited Lands provided that the Covenantor shall be liable only for breaches of the covenants contained in this land covenant which occur while the Covenantor is the registered proprietor of the Burdened Land or any part of the Burdened Land.
 - 1.3 If there should be any breach or non-observance by the Covenantor of part of any of the covenants contained in Schedule 2 and without prejudice to any other liability which the Covenantor may have to the Developer and any person or persons having the benefit of those covenants the Covenantors will upon written demand being made by the Developer or any of the registered proprietors of the Benefited Land:
 - (a) Pay to the person making such demand as liquidated damages the sum of \$100.00 per day for any day such breach or non-observance of the covenants contained in Schedule 2 continues after the date upon which written demand has been made; or

- (b) Remove or cause to be removed from the land any dwelling, building, structure, or improvement so erected or completed in breach of the covenants contained in Schedule 2.
 - (c) Replace any building materials used in breach or non-observance of the foregoing covenants.
- 1.4 The Covenantor will at all times indemnify and keep the Developer indemnified from all losses, costs, claims, and demands in respect of any breach or non-observance by the Covenantor of the covenants contained in this land covenant.
- 1.5 In the event of the Developer being wound up or otherwise ceasing to exist, any request for consent in respect of the above covenants may be referred to the Chairperson of the Canterbury Branch of the New Zealand Institute of Architects or his or her nominee, whose decision shall be binding on the Covenantor. The Covenantor shall pay the costs of obtaining such consent.

Schedule 2

The Covenantor covenants with the Covenantee as follows:

2. NON-OBJECTION TO EXISTING FARMING ACTIVITY

The Covenantor shall not object to, frustrate, or take action or encourage or cause others to oppose, object to frustrate or take action that might be in any way prevent or hinder the Developer from carrying on standard farming practices on any Lots which the Developer retains in all RT 1048197, 1048198 and 1048200.

3. BUILDING & CONSTRUCTION

3.1 The Covenantor shall not:

- (a) Erect or case to be erected on the Burdened Land any dwelling house or other permitted building unless the plans for the same (including site plans) and specifications for the same have first been submitted to and have been approved in writing by the Developer or their nominee to ensure that aesthetic standards are maintained. In considering such approval the Developer or their nominee shall if they so elect take account of such the following matters relating to the dwelling house and accessory buildings or other permitted building as it in its sole discretion consider appropriate PROVIDED HOWEVER that the Developer or their nominee shall not be precluded from considering matters other than those referred to herein:
 - (i) Height
 - (ii) Siting on the Lot
 - (iii) External design (including roofs, fences and screens)

- (iv) The relevance of the aforementioned height, siting and external design to natural light, view and privacy for adjacent properties
- (v) Concept
- (vi) Architecture
- (vii) External materials
- (viii) Colour scheme

If there is any difference or dispute as to the matters to be taken into account in approving the plans (including site plan) the specifications in this shall be referred to the arbitration of the President of the New Zealand Institute of Architects as nominee in accordance with the Arbitration Act 1996.

- (b) Erect or permit or cause to be erected any building or garage on the Lot with second-hand materials or flat Fibrolite for outer walls or facings, nor to use or permit or suffer to be used any building materials other than brick stone, concrete or timber weatherboards for any outer walls or facings without first obtaining prior written consent of the Developer or its nominee. The Covenantor may use other commonly acceptable building materials subject to the prior written consent of the Developer or its nominee.
- (c) Erect or place or permit or cause to be erected or placed on the Lot any caravan, hut, garage or shed for any kind of permanent or temporary residential use (except a caravan for a limited period of time for constructions on the Lot with prior written consent from the Developer).
- (d) Erect or place or permit or cause to be erected or placed on the Lot any dwelling house or unit other than a new dwelling house or unit in anything other than new materials. No relocated second-hand houses are permitted unless prior written consent of the Developer is obtained.
- (e) Leave the dwelling house unfinished for more than twelve months from the building commencement date.
- (f) Leave the outside of any dwelling house unfinished, or any exterior walls or doors unpainted or unstained except where cedar cladding or decorative brick/stone are used.
- (g) Leave the local authority owned road frontage untended. Such local authority owned road frontage shall be kept and maintained by the Covenantor in a neat and tidy condition from the possession date.
- (h) Erect or place on the Lot any residential building other than a new dwelling house together with usual appurtenant buildings with a floor area of less than 100m² (exclusive of garage, carport or basement).

3.2 Non opposition

- (a) The Covenantor covenants with the Developer that the Covenantor will not at any time:
 - (i) lodge any Submission against any planning proposal to subdivide, develop or use any part of the Developer's land;
 - (ii) complain about, bring any proceedings in respect of, interfere with, prevent, hinder, obstruct or otherwise oppose in any way the Developer's development of its land;
 - (iii) take any action, either directly or indirectly which would be a breach of any covenants or encumbrances registered on the title to the Property.
- 3.3 The Covenantor will provide any necessary written approval to any planning proposal if requested by the Developer and in the event of failing to do so the Developer will be entitled to provide a copy of this clause to the Territorial Authority as evidence that such written approval is given.

4. ACTIVITIES

The Covenantor shall not:

- (a) Keep poultry on the Lot other than a maximum of 12 laying birds, for the personal consumption of the registered proprietor and family living on the Lot.
 - (b) Keep any free ranging animals or birds except within the boundary of the Lot and securely fenced.
 - (c) Use any part of the Lot as commercial kennels and/or catteries.
 - (d) Use any part of the Lot as a transport and/or contractors depot or yard unless all vehicles, plant, machinery and equipment are housed in sheds constructed for that purpose or are located within an area which is (at all times) completely screened to a height of not less than two (2) metres from neighbouring properties by fences, hedges, trees and shrubs.
 - (e) Use any part of the Lot as a junkyard, metal or scrap metal yard, or for the outdoor storage or parking of vehicles, equipment, machinery or plant. This restriction shall not apply to the private motor vehicles, caravans, boats, farm machinery or horse floats for personal use of the registered proprietors or occupiers of any dwelling house and their tenants, invitees and agents which may be parked outside.
 - (f) Use any part of the Lot for any type or types of factory farming. For the purposes of this clause, factory farming means a farm or unit of production in which the process is carried out largely indoors or in a restricted space and which is not dependent on the soil characteristics of the site on which it is situated and includes (but not by way of limitation) for example – poultry farms, pig farms, rabbit farms, fitch farms, opossum farms, mushroom farms and feed-lots for commercial livestock such as
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cattle. Glasshouses and nurseries for plants or shrubs are specifically excluded from this definition.

- (g) Permit any rubbish, noxious substances, noxious livestock and/or birds or animals likely to cause a nuisance or annoyance to the neighbouring occupiers to accumulate and/or be placed upon the land, or permit grass and /or weeds to grow to such height so as to become unsightly.
- (h) Permit any advertisement, sign or hoarding of a commercial nature to be erected on any part of the said Lot without prior consent in writing of the Developer.
- (i) Use any part of the Lot as a timber yard.

5. FENCING

The Developer shall not be liable to pay or contribute towards the expense or erection or maintenance of any fence between the Lot and any contiguous land of the Developer, but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land and the Developer shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

6. DURATION

The covenants set out above shall be restrictive covenants running with each of the Burdened Land in Schedule A for a period of thirty (30) years from the date of the deposit of the plan of subdivision.
