

*Insert instrument type*

Land Covenant

*Continue in additional Annexure Schedule, if required*

**1.0 Land Covenants ("Covenants")**

1.1 The Covenantor and the Covenantee have agreed to the creation of land covenants for the benefit of the subdivision detailed in LT Plan [number]. To achieve this the Covenantor hereby covenants with the Covenantee, as registered proprietors, as set out below and requests that such covenants be noted against each of the titles having the benefit and those having the burden of these covenants.

1.2 These covenants shall:

- (a) Run with each of the Records of Title listed as Burdened Land in Schedule A, and
- (b) Be for the benefit of and appurtenant to each of the Records of Title listed as Benefited Land in Schedule A.

**2.0 Interpretation**

2.1 For the purpose of these covenants:

- (a) "Allow" includes to do, facilitate, permit and suffer.
- (b) "Land" and "Lot" means any Lot having the burden and/or the benefits of these covenants as described in Clause 1.2 above.
- (c) "Net Area" means the total area of the Lot less the area of any strip of land that is used (either solely by the Lot, or together with neighbouring lots) for the purpose of pedestrian and/or vehicle access to the public road.
- (d) "Subdivision" means the Lots described in LT [number].

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3. The Covenantor shall not:
- (a) Erect on the land more than one dwelling.
  - (b) Erect a dwelling on the land unless it has a minimum floor area, including garaging, of not less than:
    - (i) 180m<sup>2</sup> for sections with a net area of 600m<sup>2</sup> or over;
    - (ii) 160m<sup>2</sup> for sections with a net area between 500m<sup>2</sup> and 599m<sup>2</sup> (both inclusive);
    - (iii) 140m<sup>2</sup> for sections with a net area between 400m<sup>2</sup> and 499m<sup>2</sup> (both inclusive);
    - (iv) 100m<sup>2</sup> for sections with a net area of 399m<sup>2</sup> or under.
  - (c) Erect on the land a dwelling that is not built on-site and from an individual design.
  - (d) Erect on the land:
    - (i) any dwelling; or
    - (ii) any other structure that requires a building consent,

other than a dwelling or structure the plans and specifications for which have been first approved in writing by Suburban Estates Limited, which plans must, amongst other things, detail exterior cladding (including colours)s to be used and identify the Lot and Deposited Plan number for the land, and must be submitted to Suburban Estates Limited prior to the Council building consent application. Suburban Estates Limited may in its sole and absolute discretion approve or otherwise such plans and specifications.
  - (e) Erect on the land any kitset or relocated dwelling, or build on the land using any second-hand materials, except with the prior written consent of Suburban Estates Limited.
  - (f) Construct or place on the land or permit to be on the land any caravan, hut or other structure, for any kind of permanent or temporary residential use other than a new dwelling or structure approved in accordance with these covenants.
  - (g) Allow any gas bottle, clothes line, exterior heat pump unit, rubbish bin, boat, caravan, campervan or similar to be visible from the roadway adjacent to the land.
  - (h) Erect any front or side fences within one metre of a road boundary.
  - (i) Commence any construction on the land without first partially constructing the berm and kerb crossing, including gravelling from the road kerb to four metres inside the boundary of the land.

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- (j) Commence any construction on the land until all capped boundary fences are erected (excluding road frontage and right of way boundaries), except with the prior written consent of Suburban Estates Limited.
  - (k) Use the dwelling on the land as a showhome or display home except with the prior written consent of Suburban Estates Limited.
  - (l) Remove or relocate any tree, shrub or landscape feature within the front one metre of the land from any road boundary, except with the prior written consent of Suburban Estates Limited.
  - (m) Remove or damage, or permit to be removed or damaged, the corner walls and/or columns erected on Lots [numbers] and located at the areas marked [letters] on LT Plan [LT Plan Number].
4. The Covenantor shall keep any vacant land mown and tidy, with grass/weeds no higher than 150mm, and free from rubbish including accumulated builders' waste materials.
  5. The covenants set out in paragraphs 3(a) – (l) inclusive and paragraph 4 shall cease to have any effect after 31 July 2028. The covenants set out in paragraphs 3(m) shall cease to have any effect after 31 July 2038.
  6. Neither Suburban Estates Limited or the Christchurch City Council shall be liable or called upon to erect or contribute to the erection of any boundary or dividing fences between any lot and any other adjoining property owned by Suburban Estates Limited or the Council but this provision shall not enure for the benefit of any subsequent purchasers of adjoining property from either Suburban Estates Limited or the Council.
  7. The Covenantor and the Covenantee agree that Suburban Estates Limited does not have nor shall have any legal responsibility or liability for the enforcement, applicability or lack of action with respect to enforcement or applicability of any of these covenants.
  8. If any dispute arises between or among the parties concerning these covenants and if the dispute is not resolved by negotiation, then the parties shall submit the dispute to arbitration by an independent arbitrator appointed jointly by the parties or in the absence of agreement appointed by the Branch President for the time being of the Canterbury Branch of the New Zealand Law Society.