

Covenant Instrument to note land covenant

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

Covenantor

Harbour Ridge Developments Limited

Covenantee

Harbour Ridge Developments 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
Land Covenants	DP _____	Lots 92 to 143, 145-147 and 201 to 214 (all inclusive)	Lots 92 to 143, 145-147 and 201 to 214 (all inclusive)

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 1].

*Insert instrument type***Covenant Instrument***Continue in additional Annexure Schedule, if required***DEFINITIONS**

1. Definitions: In these Covenants:
- 1.1 **"Ancillary Building"** or **"Ancillary Buildings"** means any building or structure associated with the Buildings on the Lot which requires Local Authority consent.
- 1.2 **"Building"** or **"Buildings"** means any residential dwelling-house or primary building on the Lot.
- 1.3 **"Garage"** means any garage on the Lot.
- 1.4 **"Other Lot"** means Lots 104 to 120 (inclusive).
- 1.5 **"Harbour Ridge"** means Harbour Ridge Developments Limited. If Harbour Ridge has been dissolved or wound up or has otherwise gone out of existence, any approval by Harbour Ridge will mean approval by any party appointed and/or nominated by Harbour Ridge for this purpose.
- 1.6 **"Local Authority"** means Western Bay of Plenty District Council or any successor authority.
- 1.7 **"Local Authority Owned Land"** means any road or reserve owned or controlled by the Local Authority.
- 1.8 **"Lot"** means the Burdened Land or any part of it. For avoidance of doubt, any reference to "Lot" in these covenants includes a reference to a Lot created from further subdivision should it be permitted.
- 1.9 **"Plans and Specifications"** means plans, drawings, specifications and other documents from which the Buildings, Ancillary Buildings, Garages and fences are to be constructed (including details of materials, location and design).

LAND & BUILDING COVENANTS

2. The Covenantor agrees with Harbour Ridge that the Lot forms part of a development which is intended to be established as a modern and well-designed subdivision and it is desirable that supervision and control is exercised by Harbour Ridge in relation to the nature and type of construction permitted in the development and the standard of surroundings being maintained.
3. Harbour Ridge, Leslie Robert Goldstone and Mavis Jessie Goldstone shall not be liable to pay for or contribute towards the cost of erection or maintenance of any fence between the Lot and any adjoining land owned by Harbour Ridge or Leslie Robert Goldstone and Mavis Jessie Goldstone. The covenant of the Covenantor as set out in this clause is given for the benefit of and is enforceable in terms of subpart 1 of Part 2 of the Contract and Commercial Law Act 2017 of New Zealand by Leslie Robert Goldstone and Mavis Jessie Goldstone.
4. The Covenantor covenants:
 - Plans and Specification Approval*
 - 4.1 To have all Plans and Specifications approved in writing by Harbour Ridge prior to the Covenantor applying for a Building Consent or commencing any works on the Lot (including preparatory work). In determining whether or not to approve the Plans and Specifications, Harbour Ridge will take into account the appearance of the proposed Buildings, Ancillary Buildings, Garages and fences and the appearance of other buildings in the development. The intention is that there should be a range of styles, designs and appearance of buildings within the development. Harbour Ridge may, in writing, at its sole and unfettered discretion, waive part, any or all of the covenants 4.2 – 4.6 and 4.8 – 4.9, on such terms and conditions as Harbour Ridge thinks fit. Any approval shall be at Harbour Ridges sole discretion and in no circumstance shall Harbour Ridge be required to give any reason for its decision. Written approval provided by Harbour Ridge is for subdivision standard control purposes only and implies no warranty as to the product, design, quality or suitability of the Buildings, Ancillary Buildings, Garages and/or fences on the Lot in any manner whatsoever.

*Insert instrument type***Covenant Instrument***Continue in additional Annexure Schedule, if required*

- 4.2 To construct any Buildings, Ancillary Buildings, Garages and fences in accordance with the Plans and Specifications approved in writing by Harbour Ridge. Any modification or variation to the approved Plans and Specifications will require further written approval by Harbour Ridge prior to such work commencing.

Building Requirements and Construction Materials

- 4.3 To construct only new Buildings, new Ancillary Buildings and new Garages on the Lot.
- 4.4 To construct a Building with the floor area not less than 140 square meters and not less than 100 square meters in respect of any Other Lot (with the floor area measurement in either case to be exclusive of any Garage, decking, breezeways, entry porches, verandas or roof overhang).
- 4.5 To construct an enclosed Garage (with a floor area of not less than 20 square meters in respect of any Other Lot) so that it:
- (a) is in the same architectural style with the same cladding materials as the Building; and
 - (b) is completed at the same time as the Building.
- 4.6 To construct any Buildings, Ancillary Buildings and Garages so that:
- (a) a minimum of 85% of the exterior cladding of any Building consists of any of the following materials: glazing, kiln fired or concrete brick/block, stucco or solid plaster, textured finished stone, timber, pre-primed cement weatherboards (with a maximum erected width not exceeding 180mm), pre-finished metal weatherboard bonded to solid timber boards (i.e Lockwood type construction) or any other exterior cladding material for which the Covenantor has first obtained the written approval from Harbour Ridge;
 - (b) the Building roof has at least two sloping roof planes;
 - (c) any metal roof cladding must have a pre-finished factory colour of a subdued and non-vibrant hue; and
 - (d) all exterior surfaces (which are not pre-colour coated or finished) are painted or stained prior to the Building being occupied. Where a Building has a basement, exposed subfloors, framing and/or decks, the exposed areas shall be clad in permanent materials in conformity with the main parts of the residence.
 - (e) there are no reflective surfaces on any exterior cladding or roofing on the Building and any other buildings. In order not to create a glare offensive to neighbouring property owners, not to use any metal clad roofing that has not been factory pre-painted or use any roofing material which exceeds 20% reflectivity as measured on the British Standard Specification Colour Range BS5252 or equivalent.
 - (f) all buildings on all of the Lots fronting onto Ridge Drive comply with the Local Authority front yard setback requirements in the District Plan. No Covenantor shall apply to the Local Authority or support any application to the Local Authority to have the setback requirements reduced.

- 4.7 [No Buildings, Ancillary Buildings, Garages or other structures on Lots 97 to 103 (inclusive), 130 to 137 (inclusive) and 201 to 205 (inclusive) shall be more than 5.5 meters above the finished ground level measured from the centre of that Lot. The covenant in this clause 4.7 is for the benefit of Lots [] and is only enforceable by the owners from time to time of those Lots.]

- 4.8 To construct:
- (a) a vehicle crossing, being the area of the driveway between the formed road and the Lot boundary, of concrete containing 4% (4kg/m³) black oxide to match the footpaths and kerbs; or

*Insert instrument type***Covenant Instrument***Continue in additional Annexure Schedule, if required*

- (b) a driveway to each Building (being the area from the formed road including the vehicle crossing and the part on the Lot) in a permanent surface of non-reflective, off-white materials to be complementary to the footpaths, kerbs and vehicle crossings. Any concrete shall contain at least 2% (2kg/m³) black oxide; and

in each case removing and replacing any footpaths, all in compliance with the Local Authority requirements.

- 4.9 In respect of any Other Lot, to construct a landscape strip along the road frontage unless the plan has been approved by Harbour ridge under clause 4.1.

Fencing

- 4.10 To construct all fencing:

- (a) in compliance with the Local Authority requirements;
- (b) fronting any Local Authority Owned Land or right of way which must not exceed 1.2 meters in height above ground level;

- (c) side boundaries fronting any Local Authority Owned Land must be stepped down to 1.2 meters within 4 meters of the Local Authority Owned Land to preserve the neighbours' view corridors; and

- (d) using materials complementary to the Buildings on the Lot which may include a mixture of masonry, brickwork, colourbond/coloursteel, timber running horizontal to the ground and pool type fencing,

otherwise no fence shall exceed 1.8 meters in height above ground level;

- 4.11 Except during the time of construction, not to erect a fence constructed of shade cloth, netting, corrugated iron, textured flat fibrolite, hardiflex, plywood or post and wire.

- 4.12 Not to permit or allow any other person to remove, modify or otherwise change any fencing constructed by Harbour Ridge.

Construction

- 4.13 To ensure all agents, employees, contractors, sub-contractors, tenants, licensees and other occupiers of the Lot are made aware of the restrictions created by these Covenants and are required to comply with these Covenants.

- 4.14 Before, during and after construction, not to use adjacent or abutting land and footpaths for access, storage, parking, temporary fencing or scaffolding. The Covenantor can only have access across any other site upon obtaining prior written approval from the owner. Stockpiling and dumping of rubbish is strictly prohibited. Once construction has commenced the Covenantor shall ensure container bins shall be kept on the Lot for the accumulation and disposal of all rubbish. When necessary all such rubbish must be removed.

- 4.15 Not to stockpile or store materials on the Lot prior to commencing construction of any Building, Ancillary Building or Garage.

- 4.16 Before commencing construction on the Lot, to erect either a temporary or permanent fence around the perimeter of the Lot to define the construction zone. The temporary fence must be erected within the boundary of the lot and any portable toilets must be located inside the temporary fencing. Any temporary fencing erected for the construction phase of the Building must be removed within 8 weeks of construction being completed.

- 4.17 To ensure that all landscaping, berms, roading, footpaths and kerbs are kept clean and free from debris prior, during and after construction.

*Insert instrument type***Covenant Instrument***Continue in additional Annexure Schedule, if required*

- 4.18 To ensure that no landscaping (except for the driveways) is undertaken on the road frontage of the Local Authority Owned Land except in accordance with the general overall landscaping plan prepared by Harbour Ridge and approved by the Local Authority.
- Completion of Works*
- 4.19 To complete any construction of the Buildings, Ancillary Buildings and Garages (including the exterior painting and decoration of the Buildings, Ancillary Buildings, Garages) and the vehicle crossings/driveways within 12 months of commencement of excavation of the building site.
- 4.20 To complete the construction of the following within 12 months of the commencement of the excavation of the building site:
- (a) lawn(s) and landscaping work (encompassing fences, retaining walls and sufficient plants, trees and shrubs to enhance the street appeal of the Lot);
 - (b) paths, which must be constructed in permanent surface of non-reflective, off-white materials;
 - (c) a letter box, which must be aesthetically sensitive in terms of quality, design and location; and
 - (d) a clothesline which must not be located in such a way as to be highly visible from the street.
- 4.21 To re-instate, replace and be responsible for all costs arising from damage to landscaping, berms, roading, footpaths, kerbs, streetlights, street signs, concrete or any other structures in the development including replanting of any damaged trees or grass arising from the use of the Lot directly or indirectly through the Covenantor's actions or the actions of the Covenantor's agents or invites. This includes reinstatement of the Local Authority Owned Land within the development and leaving any street front clean, tidy and free from any rubbish.

Land Use

- 4.22 Not to permit the Lot to be occupied or used as a residence unless the Building on the Lot has been substantially completed in accordance with this Covenant Instrument and the Building meets the requirements of the Local Authority.
- 4.23 Once construction has completed the Covenantor shall not bring onto or allow to remain on the Lot any temporary Building, caravan, trade vehicle or other equipment and materials unless garaged or screened so as to preserve the amenities of the neighbourhood.
- 4.24 Not permit or suffer any advertisement, sign or hoarding of a commercial nature to be erected on any part of the Lot. This provision shall not apply to:
- (a) residential building showhomes;
 - (b) Buildings during the period of construction; and
 - (c) Buildings for sale.
- 4.25 To locate or place any thing (including but not limited to television antennas, solar hot water panels, air-conditioning condenser units) affixed or placed around or on the Building, Ancillary Building and Garage in such a way that they are not at any time highly visible from any road, boundaries or neighbouring properties.
- 4.26 To, at all times, keep mown and maintained in a neat and tidy condition (and prevent from becoming unsightly) the Lot and adjoining Local Authority Owned Land.

*Insert instrument type***Covenant Instrument***Continue in additional Annexure Schedule, if required*

- 4.27 Not to allow any buildings, structures, driveways, landscaping, signs or fencing to fall into disrepair on any part of the Lot.
- 4.28 Not to allow any graffiti (or similar disfiguring) on the Buildings, Ancillary Buildings, Garages, fences, retaining structures or any other structure on the Lot to remain in place for more than 5 working days from the date the Covenantor became aware or was served notice of the graffiti or disfiguring.
- 4.29 Not to bring on to, or to allow to remain on the Lot or Local Authority Owned Land, anything set out the applicable categories in this clause, unless they are garaged or adequately screened from the road and surrounding properties (so as to protect the aesthetic qualities of the development and prevent noise likely to cause offence to residents). The applicable categories are:
- (a) Vehicles with a gross laden weight exceeding 3,500kgs (including recreational and trade vehicles);
 - (b) More than one sign written vehicle;
 - (c) Temporary buildings (including sheds and containers);
 - (d) Buses, caravans, motorhomes or pleasure craft or boats; and
 - (e) Trailers or any other equipment, materials or machinery.
- 4.30 If the Covenantor proposes to locate anything set out in the applicable categories in clauses 4.29(a) to (e) beyond the front building alignment of the Building, then the required screening must be approved in writing by Harbour Ridge and the approved screening must be in place prior to that object being brought on to the Lot.
- 4.31 Not to allow anything set out in the applicable categories in clauses 4.29(a) to (e) to be maintained, repaired or have other work cared out on Local Authority Owned Land.
- 4.32 Not to bring on to, or to allow to remain on the Lot any vehicle, caravan, bus or motorhome which is used for residential use other than for the short term occupation by visitors which must not exceed 2 weeks in any 6 month period.
- 4.33 In respect of any Other Lot, not to use or permit the Garage to be used for food preparation or social activity.
- 4.34 Not to further subdivide any Lot beyond what is shown on DP [_____]
5. EXPIRATION OF COVENANTS
- 5.1 The covenants contained in this Covenant Instrument shall run with the land. The covenants contained in:
- (a) clauses 4.1 – 4.2 shall expire 10 years after the date of registration of this Covenant Instrument;
 - (b) clause 4.7 shall continue in perpetuity after the date of registration of this Covenant Instrument; and
 - (c) the balance of the clauses shall expire 25 years after the date of registration of this Covenant Instrument.