



SILVERSTREAM



LAND
Covenants

PERTAINING TO STAGES 5 - 11 OF SILVERSTREAM SUBDIVISION, KAIAPOI

1. Creation of Land Covenants

- 1.1 The Covenanter for itself and its successors in title covenants and agrees with the Covenantee and its successors in title that the Covenanter will at all times observe and perform the covenants contained in this Covenant Instrument to the intent that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the Burdened Land and Benefitted Land (together “the Land”) and each and all of the registered proprietors of the Land provided that the Covenanter will be liable only for breaches of the covenants contained in this Covenant Instrument which occur whilst the Covenanter is the registered proprietor of the Land or any part of the Land and provided further that Lime Developments Limited will not be liable for breaches of the covenants contained in this instrument whilst it is the registered proprietor of the Land or any part of the Land.
- 1.2 The Covenanter will at all times indemnify and keep the Covenantee indemnified from all losses, costs, claims and demands in respect of any breach or non-observance by the Covenanter of these covenants.
- 1.3 The Covenantee will not call on Lime Developments Limited to pay for or contribute towards the cost of erection or maintenance of any boundary fence between any property and adjoining property of the Covenantee provided that this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.

2. Interpretation

- 2.1 Unless the context specified or requires otherwise, the following words and phrases in these covenants shall have the meanings specified below:

“Approved Builder” means a builder who has been approved by the Developer.

“Authority” means the Waimakariri District Council or any other relevant authority.

“Benefitted Land” means the land described in Schedule A as having the benefit of the Covenants and includes any lots created from that land.

“Burdened Land” means the land described in Schedule A as having the burden of the Covenant and includes any lots created from that land.

“Building” means any building or structure higher than 1.2 metres above

Ground Level, including chimneys and satellite dishes, but excluding aerials.

“Covenantee” means the registered owner of the Benefited Land and its successors in title.

“Covenantor” means the registered owner of the Burdened Land and its successors in title.

“Developer” means Lime Developments Limited or its nominee or any developer who acquires the Development from Lime Developments Limited for the purposes of completing the Development.

“Developed Properties” means all of the residential Developed Properties within the Development.

“Developed Property” means any one property comprised on a separate certificate of title in the Development.

“Developer Approval” means the approval given by the Developer of the Plans and Specifications.

“Development” means Stages 5 - 11 of the Silverstream development in Kaiapoi.

“Dwelling” means a Building or a group of Buildings designed and occupied as a single self-contained household unit, by one or more persons, and includes normal accessory structures including but not limited to garages, garden sheds and glasshouses.

“Ground Level” means the finished ground level of a Developed Property as at the date of deposit of the plan of subdivision which creates that Developed Property.

“Land Covenants” means these covenants.

“Plans and Specifications” means the final working drawings and the specifications (including the materials used) of a Building proposed for the construction of the Developed Property and the site plan, concept plan, landscaping plan and fencing plan for the Developed Property.

“Prescribed Approval Process” means those approval processes prescribed from time to time by the Developer for the purposes of Developer Approval.

“WDP” means the Waimakariri District Plan as amended from time to time.

“Working Days” means a day which is not a Saturday, Sunday or public holiday in Canterbury.

3. Land Covenants

3.1 The Covenanter for itself and its successors in title hereby covenants and agrees with the Covenantee and its successors in title for the benefit of the Benefitted Land that the Covenanter shall not:

3.1.1 Erect (or permit or suffer to be erected) on the Burdened Land:

3.1.1.1 Any Building unless the Plans and Specifications have Developer Approval in accordance with its Prescribed Approval Processes. The Developer's decision in relation to all aspects of its approval will be final;

3.1.1.2 Any Building other than a Building that has been approved by the Developer;

3.1.1.3 Any Building other than a single Dwelling, garage, storage sheds, and usual accessory buildings for the occupation of one family unit;

3.1.1.4 Any sign visible from outside the Developed Property except:

3.1.1.4.1 One standard real estate sign which shall be no larger than 600cm x 1m and no higher than 1.2m above Ground Level;

3.1.1.4.2 Signage erected by the Developer;

3.1.1.4.3 Signage approved by the Developer on such conditions as the Developer thinks fit;

3.1.1.4.4 A sign erected by an Approved Builder;

3.1.1.4.5 And all signs erected in accordance with this clause are subject to the requirements of the WDP. All signs shall be located appropriately and maintained to the satisfaction of the Developer in all respects. The Developer may give 24 hours written notice to any registered proprietor of a Developed Property to remove any sign that does not comply with these Land Covenants.

3.1.2 Erect (or permit or suffer to be erected) on Lots [] of Deposited Plan [] any Building greater than one storey in height.

3.1.3 Bring onto or use (either during the course of construction or following completion of construction) any temporary structure, tent (other than a children's play tent), caravan or campervan or similar facility for overnight sleeping or accommodation on any Developed Property.

3.1.4 Erect fences on the boundaries of the Developed Property other than in accordance with the approved Fencing Guidelines.

4. Land Use Covenants

- 4.1 The Covenanter for itself and its successors in title hereby covenants and agrees with the Covenantee and its successors in title for the benefit of the Benefitted Land that the Covenanter shall not:
- 4.1.1 Subdivide (which term includes any unit title or cross-lease subdivision) any Developed Property (except for Lots [] which may be further subdivided. This clause shall not apply to any boundary adjustment which does not result in the creation of a greater number of separate titles than existed prior to the boundary adjustment.
 - 4.1.2 Permit any gas bottle, rubbish bin, clothesline or clothes drying apparatus to be visible from the street frontage of a Developed Property.
 - 4.1.3 Permit the Developed Property, including the berm, to become untidy and overgrown and will keep the Developed Property in a neat and tidy condition and not allow rubbish to accumulate on the Developed Property.
 - 4.1.4 Permit any part of the Developed Property to form a private or legal road to an adjoining property, provided however that where a Covenanter owns two adjoining lots with the intention of constructing one Dwelling on those combined lots, this clause shall not apply to the Covenanter's use of those adjoining lots.
 - 4.1.5 Erect a Dwelling without erecting a new letterbox at the front of the Developed Property of a design and colour approved by the Developer.
 - 4.1.6 Keep any livestock or animals on the Developed Property (other than household domestic pets for household domestic purposes) which may cause a nuisance or annoyance to registered proprietors of neighbouring Developed Properties or detract from the Development.
 - 4.1.7 Park or (permit or suffer to be parked) on the Developed Property any caravan, storage container, campervan, boat, trailer or recreational vehicle where it is visible from a road.
 - 4.1.8 Park any vehicle or leave any item of plant or equipment on the road reserve in front of the Developed Property which is in a poor state of repair, unsightly or damaged and which might cause a hazard to any person or devalue or decrease the enjoyment of any registered proprietor of a Developed Property.
 - 4.1.9 Bring or allow to be brought onto any Developed Property motor vehicles of a gross laden weight of more than 4500kg or agricultural or other contracting plant, or any similar machinery likely by its presence to devalue of any Developed Property or decrease the enjoyment of any registered proprietor of a Developed Property.

- 4.1.10 Permit the state or repair and condition of the Building on the Developed Property to deteriorate and to regularly maintain the Building and in particular the exterior surface materials.
- 4.1.11 Oppose or object to any application for a resource consent or building consent or any other approval made by the Developer to the Authority and will on request being made by the Developer sign any documentation required to give effect to the consent or approval.

5. Default

- 5.1 If there shall be any breach or non-observance on the Covenantor's part of the Land Covenants contained in this Covenant Instrument (and without prejudice to any other liability which the Covenantor may have to the Covenantee or any other person having the benefit of these Land Covenants) the Covenantor will upon written demand being made by the Developer or any of the registered proprietors of the Benefitted Land(s):
 - 5.1.1 Pay to each Covenantee (or other person having the benefit of these Land Covenants) making such demand as liquidated damages the sum of \$300.00 per day for every day or part day that such breach or nonobservance of the Land Covenants contained in this Covenant Instrument continues after the date upon which written demand has been made; and
 - 5.1.2 Remove or cause to be removed any Building, fence or other structure erected or placed on the Burdened Land in breach or non-observance of the foregoing Land Covenants; and
 - 5.1.3 Replace any building materials so as to comply with the approved Plans and Specifications;
 - 5.1.4 Reimburse the Developer whilst the Developer is the registered proprietor of any Benefitted Land on demand all legal and other costs incurred by it in dealing with the Covenantor's breach.
- 5.2 The Covenantor will not have any claim against the Developer for any refusal to grant any approval under these Land Covenants.

6. Disputes

- 6.1 If a dispute arises in relation to this Covenant Instrument:
 - 6.1.1 The party initiating the dispute must provide full written particulars of the dispute to the other party;
 - 6.1.2 The parties must promptly meet and in good faith try to resolve the dispute;

6.1.3 Subject to clause 1 if the dispute is not resolved within ten (10) days of the written particulars being given (or any longer period agreed by the parties) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996 to be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the Canterbury and Westland Branch of the New Zealand Law Society.

7. No Termination

7.1 The Covenanter may not determine this Covenant Instrument for breach of any provision in this instrument (whether express or implied) or for any other cause, it being the intention of the parties that the Land Covenants created herein shall subsist for all time unless they become obsolete or are surrendered.

8. Expiry of Land Covenants

8.1 These Land Covenants shall expire and cease to have any effect on the date 20 years following the date of registration of this Covenant Instrument, such expiry being without prejudice to any claim under these Land Covenants made prior to the expiry date.