

Stage 2 - Land Covenants



1 INTRODUCTION

- 1.1 These Land Covenants relate to the land in Stage 2 of Beach Grove.
- 1.2 These Land Covenants are in addition to other requirements relating to Stage 2 land such as the obligations imposed by the Waimakariri District Plan and the Beach Grove land use resource consent which imposes certain fencing and other restrictions.

2 GRANT OF LAND COVENANTS

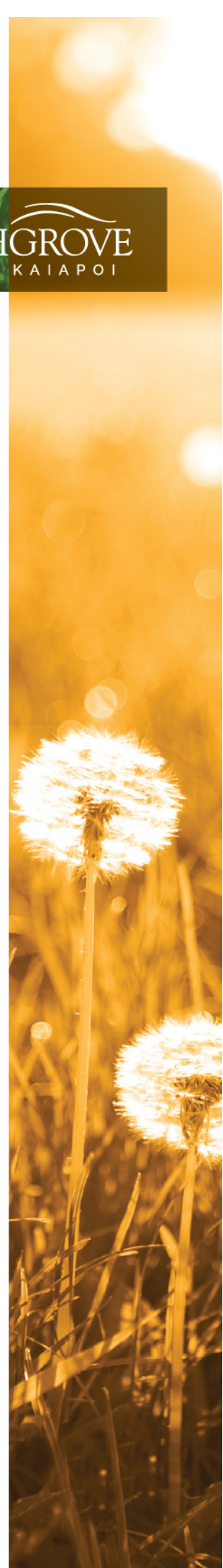
- 2.1 Subject to clause 2.4, the Grantor covenants and agrees with the Grantee that the Grantor will at all times observe and perform the covenants contained in this Easement Instrument to the intent that each of the covenants will forever benefit and be appurtenant to each and all of the Servient Tenements and Dominant Tenements (together "the Land") and each and all of the registered proprietors of the land but:
 - a. the Grantor will be liable only for breaches of the covenants contained in this Easement Instrument which occur whilst the Grantor is the registered proprietor of the Land or any part of the Land; and
 - b. Beach Road Estates Limited will not be liable for breaches of the covenants contained in this Easement Instrument while it is the registered proprietor of the Land or any part of the Land.
- 2.2 The Grantor will at all times indemnify and keep the Grantee indemnified from all losses, costs, claims, and demands in respect of any breach or non-observance by the Grantor of these covenants.
- 2.3 The Grantee will not call on Beach Road Estates 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 Grantee provided that this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.
- 2.4 The Developer may in the Developer's sole and unfettered discretion, from time to time temporarily or permanently waive one or more of the covenants set out in these Land Covenants in respect of one or more of the Servient Tenements, in which case the waived covenants will not apply to the relevant Servient Tenements to the extent set out in the written waiver. The Developer shall not be obliged to grant any such waiver and need not have regard to whether any waiver has been or will be granted in other cases. Neither the Grantor nor the Grantee has any right, claim or remedy whether against the Developer, the Grantor or the

Grantee in respect of any such waiver or decision not to grant such waiver.

3 DESIGN COVENANTS

3.1 The Grantor covenants not to:

- a. Erect (or permit or suffer to be erected) on the Servient Tenement:
 - (i) any Building unless the plans (including the site plan, concept plan, landscaping plan, fencing plan & exterior colour schemes) and specifications (including the materials used in construction) and the final working drawings and specifications have first been approved in writing by the Developer in accordance with its prescribed approval processes. The Developer's decision in relation to all aspects of the approval will be final;
 - (ii) any Building on Urban 1 Land or Urban 2 Land that does not comply with the requirements of the relevant land use resource consent for that land;
 - (iii) any Building on Suburban 1 Land or Suburban 2 Land that does not comply with the requirements of the Beach Grove Suburban Fencing Plan;
 - (iv) any Building other than a Building that has been approved by the Developer;
 - (v) any Building other than a single Home, garage, storage sheds, and usual accessory buildings for the occupation of one family unit;
 - (vi) any re-locatable, pre-built or kit-set Building or any Building containing second-hand materials (other than second-hand recycled bricks) unless approved in writing by the Developer;
 - (vii) any Building with a roof constructed from anything other than slate, tile or a pre-coloured steel product unless the Developer agrees to a different roofing material as part of the approval of the plans and specifications and no Building shall have a roof constructed from copper, zinc alum or any unpainted metal surface or have copper spouting or down pipes other than in accordance with this clause;
 - (viii) any sign visible from outside the Developed Property except:
 - (A) one standard real estate sign which shall be no larger than 600cm x 1m and no higher than 1.2m above Ground Level;
 - (B) signage erected by the Developer;



- (C) signage approved by the Developer on such conditions as the Developer thinks fit;

And all signs erected in accordance with this clause are subject to the requirements and the rules applicable to the Residential 7 zone 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 Covenants.

- (ix) any aboveground electrical, telephone or other wires or any fencing other than provided for in the approved plans and specifications;
 - (x) any clothesline or clothes drying apparatus which may be visible from the street frontage of a Developed Property;
 - (xi) any Home without erecting a new letterbox at the front of the Developed Property of a design and colour approved by the Developer and where the letterbox shall not be more than 1.5 metres high or 500mm wide;
 - (xii) any satellite dish with a diameter greater than 0.7 metres or any satellite dish or TV aerial that is visible from the street frontage of the Developed Property; or
 - (xiii) any Building beyond the approved Authority set backs or over legal easements unless allowed by a relevant land use resource consent.
- b. Take any more than twelve (12) months from the date of approval of the plans and specification to complete construction of the Building and fencing and landscaping of the Developed Property (including removing any excess soil, earth, clay, sand or shingle) in accordance with the approved plans except in the case of the Grantor owning two adjoining lots with the intention of constructing one Home on those lots in which case the expected completion date will be advised to the Grantor as part of the plans approval process.
- c. Permit during the course of construction the loading, unloading, delivery or storage of building materials other than within the boundaries of the Developed Property.
- d. Carry out any construction unless an adequate rubbish skip is available and regularly emptied or replaced or permit any rubbish to blow outside the boundaries of the Developed Property or permit any vehicles to be washed down other



than within the boundaries of the Developed Property during the course of construction.

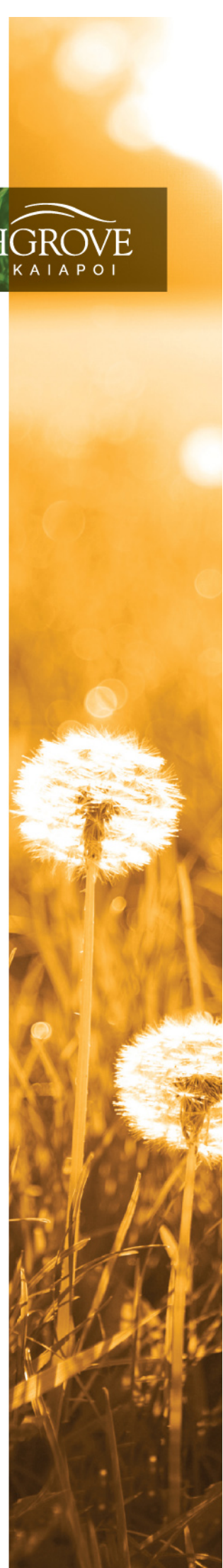
- e. Permit the Grantor's construction workers and contractors to use the Developed Property or any other area in the Development for toileting purposes and prior to construction commencing the Grantor shall provide a suitable portable toilet facility for use by the Grantor's construction workers and contractors.
- f. Provide car parking for less than one vehicle that can be parked on the Developed Property and less than one vehicle that can be garaged on the Developed Property.
- g. Use colours on the exterior roof or wall other than those approved by the Developer.
- h. 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.



4 LAND USE COVENANTS

4.1 The Grantor covenants not to:

- a. Use or allow the Developed Property to be used for any illegal, offensive or noisy activities.
- b. Use the Developed Property as a residence until the date of issue of a Code Compliance Certificate by the Waimakariri District Council.
- c. Use any part of the Developed Property for any purpose other than a residential Home or Home Office without the prior written consent of the Developer.
- d. Permit the Developed Property 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.
- e. Permit any part of the Developed Property to form a private or legal road to an adjoining property.
- f. Permit any damage to be caused to any Servient or Dominant Tenement and any adjoining property (including, without limitation, berms, footpaths, stormwater swales, tree planting and fences) as a consequence of construction work on the Developed Property. The Grantor shall promptly make good any damage.
- g. 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



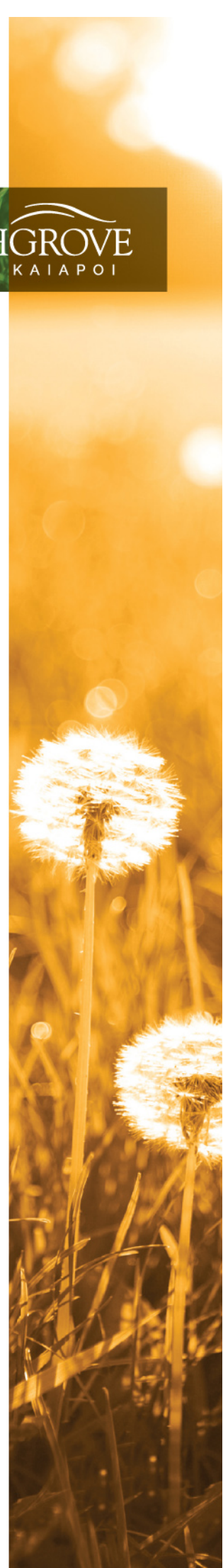
Developed Properties or detract from the Development including but not limited to pigs, deer, goats, horses, sheep, fowl, pigeons, or any dog which in whole or part, resembles any of the Pit Bull Terrier, Japanese Tosa, Dogo Argentine, Fila Brasileiro, Rottweilers or Doberman Pinschers breeds or any other potentially aggressive or noisy breed of animal or allow the Developed Property to be used for any commercial kennel or cattery.

- h. 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.
- i. Bring or allow to be brought onto any Development Property motor vehicles of a gross laden weight of more than 4,500kg 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.
- j. 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.
- k. Oppose or object to any application for a resource consent or building consent of 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 Grantor's part of the Land Covenants contained in this Easement Instrument (and without prejudice to any other liability which the Grantor may have to the Grantee or any other person having the benefit of these Land Covenants) the Grantor will upon written demand being made by the Developer or any of the registered proprietors of the Dominant Tenements(s):
- a. pay to each Grantee (or other person having the benefit of these Land Covenants) making such demand as liquidated damages the sum of \$150.00 per day for every day or part day that such breach or non-observance of the Land Covenants contained in this Easement Instrument continues after the date upon which written demand has been made;
 - b. remove or cause to be removed any Building, fence or other structure erected or place on the Servient Tenement

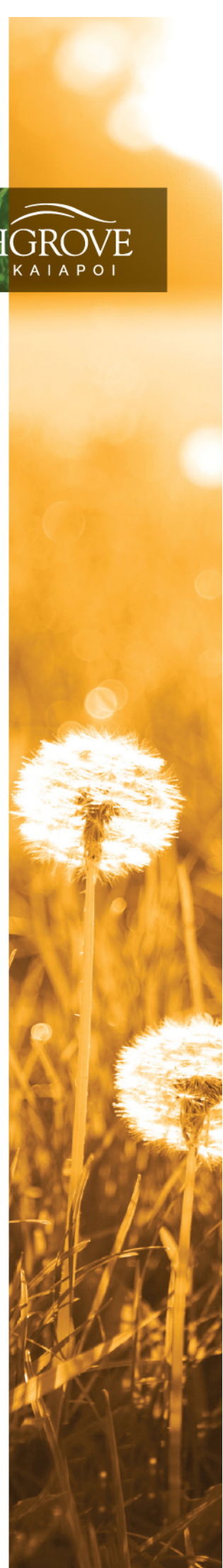




- in breach or non-observance of the foregoing Land Covenants; and
 - c. replace any building materials so as to comply with these Land Covenants;
 - d. reimburse the Developer whilst the Developer is the registered proprietor of any Dominant Tenement on demand all legal and other costs incurred by it in dealing with the Grantor's breach.
- 5.2 The Grantor and their successors in title and assigns will only be liable for breaches of the Land Covenants which occur while they are registered proprietors of the Servient Tenement.
- 5.3 The Grantor will not have any claim in damages against the Developer on account of any refusal to grant or the grant of any approval under these Land Covenants or for the transferring or assigning of its interest and right to grant or withhold approvals as provided herein if such transferee or assignee fails to observe those obligations.
- 5.4 Whilst the Developer is the registered proprietor of any Dominant Tenement all breaches or non observance on the Grantor's part of the Land Covenants whether actual or alleged must first be referred to the Developer so that no Grantee other than the Developer can take any action against a Grantor in respect of a breach or non-observance of the Land Covenants. In addition to the remedies set out in clause 5.1 the Developer will have complete discretion to deal with the default in such way as it thinks fit and the Grantor will not have any claim in damages against the Developer or right to compensation in respect of any action by the Developer in dealing with the default.

6 DISPUTES

- 6.1 If a dispute arises in relation to this Easement Instrument:
 - a. the party initiating the dispute must provide full written particulars of the dispute to the other party;
 - b. the parties must promptly meet and in good faith try to resolve the dispute;
 - c. subject to clause 6.2 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.
- 6.2 Notwithstanding clause 6.1c if any dispute arises in relation to the Easement Instrument including as to what may constitute a breach or as to matters of interpretation of this Easement Instrument



whilst the Developer is the registered proprietor of any Dominant Tenement then the same shall be referred to the Developer for resolution whose decision shall be final.



7 NO TERMINATION

- 7.1 The Grantor may not determine this Easement 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 shall subsist for all time unless they become obsolete or are surrendered.

8 INTERPRETATION

- 8.1 Unless the context specified or required otherwise, the following words and phrases in these covenants shall have the meanings specified below:
- “Authority” means the Waimakariri District Council or any other relevant authority.
- “Beach Grove Suburban Fencing Plan” means the plan attached in Appendix 1.
- “Building” means any building or structure higher than 1.2 metres above Ground Level, including chimneys and satellite dishes, but excluding aerals.
- “Developer” means Beach Road Estates Limited or its nominee or any developer who acquires the Development from Beach Road Estates 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.
- “Development” means the Beach Grove development in Kaiapoi.
- “Home” 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.
- “Grantee” means the Grantee and where appropriate all the Grantee’s successors in title and assigns;
- “Grantor” means the Grantor and where appropriate all the Grantor’s successors in title and assigns;



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

“Home Office” means no more than two rooms in a Home set aside for home office/business but excludes any bed and breakfast or other form of commercial visitor accommodation activity.

“Land Covenants” means these covenants.

“Outline Development Plan” means the Beach Grove outline development plan attached in Appendix 2.

“Subdivision Plan” means a subdivision plan showing Developed Property boundaries.

“Suburban 1 Land” means land shown as Suburban 1 land on the Outline Development Plan.

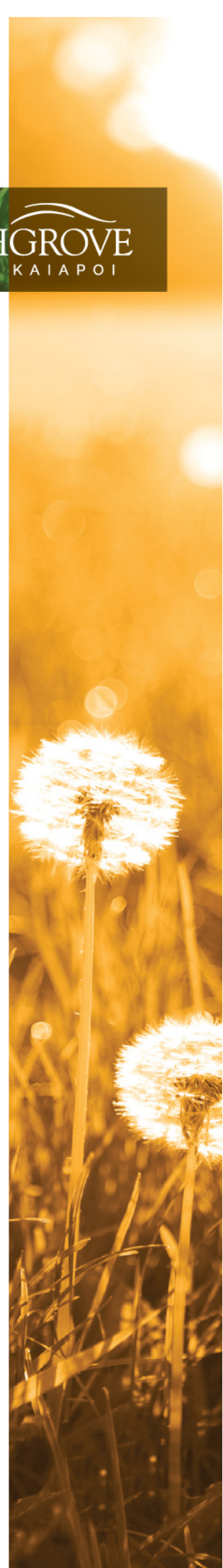
“Suburban 2 Land” means land shown as Suburban 2 land on the Outline Development Plan.

“Urban 1 Land” means land shown as Urban 1 land on the Outline Development Plan.

“Urban 2 Land” means land shown as Urban 2 land on the Outline Development Plan.

“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.



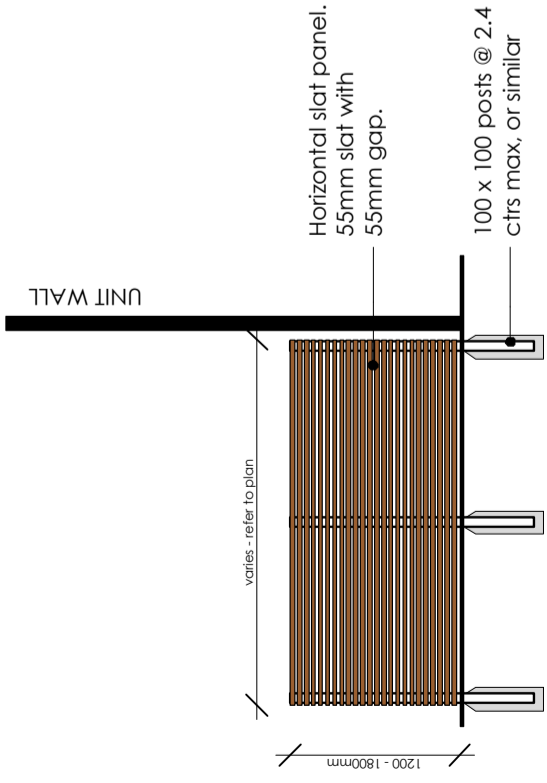
Appendix 1

Beach Grove Suburban Fencing Plan



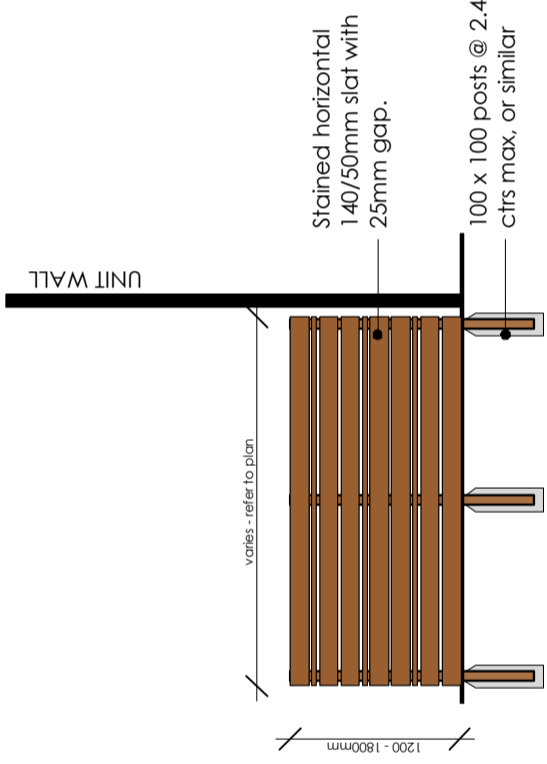
NOTES

1. Drawings subject to WDC approval
2. Do not scale off plans.
3. All drawings to be read in conjunction with landscape specifications.
4. Confirm all levels and set out on site prior to commencing works.
5. Where there is an opening in type 12 fence, allow to rout strainer post as per detail 13
6. Typical internal fencing steps to 1.5m high from 1.8m high at dwelling attached gate/fence to road reserve boundary.



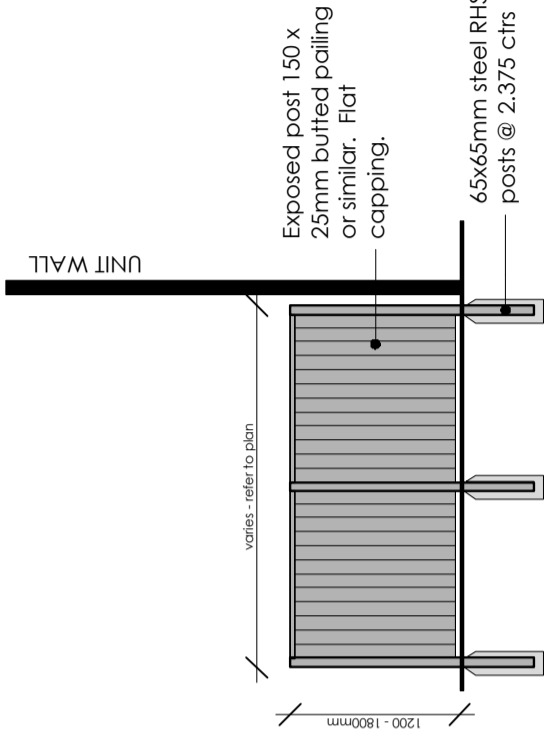
4 FENCE TYPE | 1.2 - 1.8m Slat Panel

Scale: 1:100



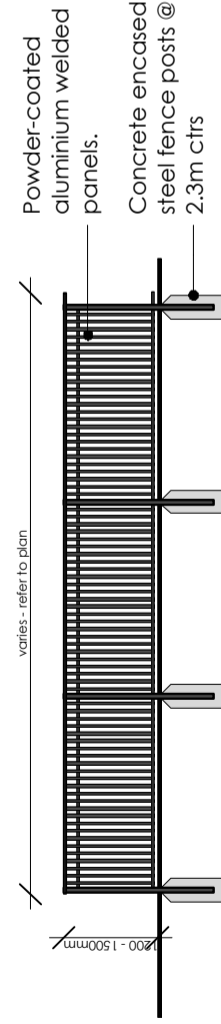
5 FENCE TYPE | 1.2-1.8m Timber Slat Wall

Scale: 1:100



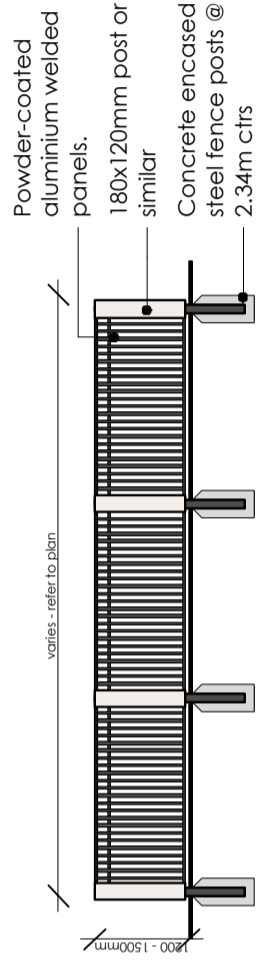
6 FENCE TYPE | 1.2-1.8m Pailing Panel

Scale: 1:100



10 FENCE TYPE | 1.2-1.8m Railing Panel

Scale: 1:100



11 FENCE TYPE | 1.2-1.8m High Steel Railing Plaster Columns

Scale: 1:100

Beach Grove S2
APPROVED SUBURBAN
LOT FENCE TYPES

Design	EG	Page	Sheet
Drawn	EG/JS	Date	26 September 2014
Check	DK	Scale	1:100@A3
CLIENT			

Beach Grove Estates.



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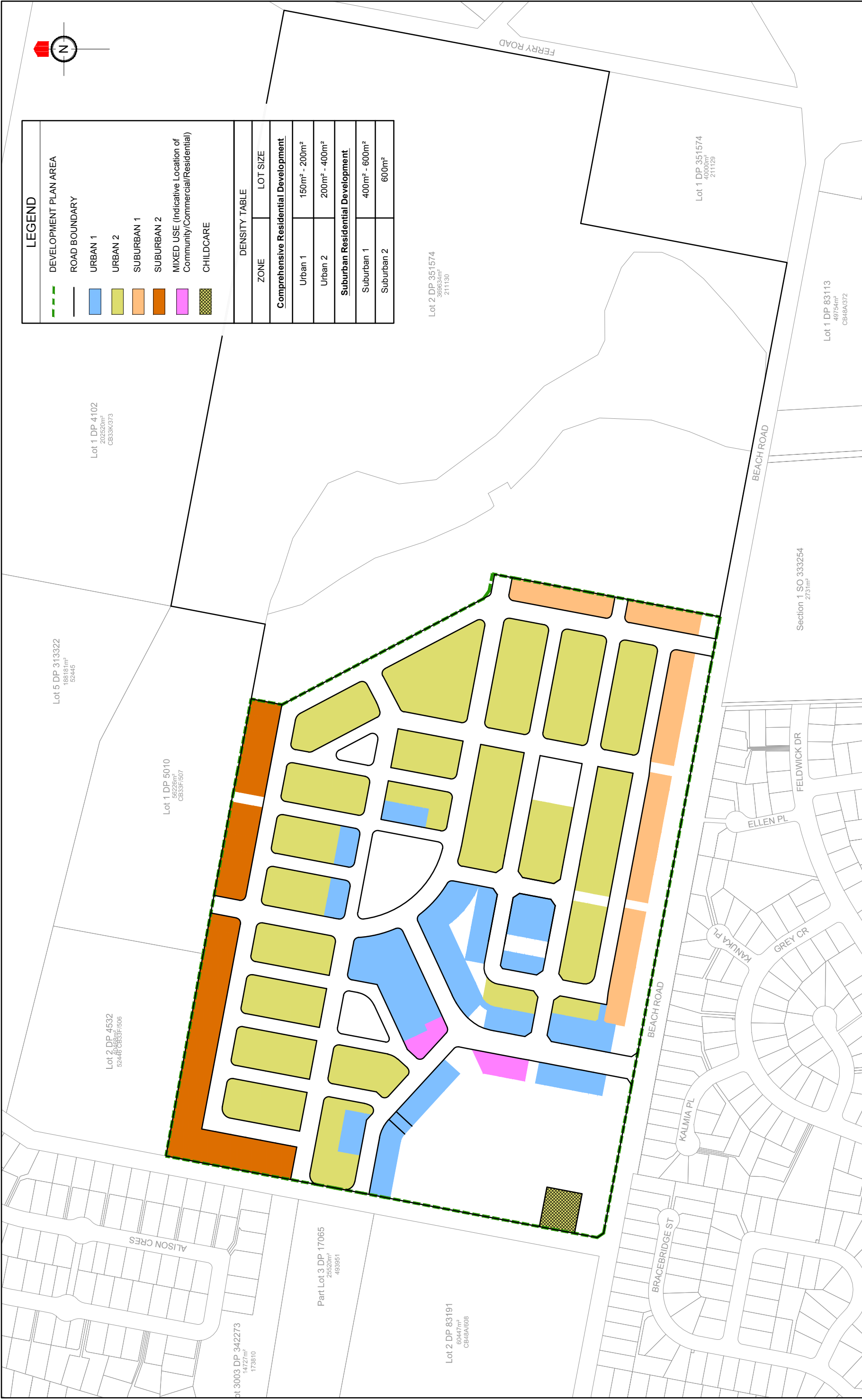
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REF. NO. **4174** REVISION **A** CLIENT ISSUE

Appendix 2

Outline Development Plan





LEGEND

- DEVELOPMENT PLAN AREA
- ROAD BOUNDARY
- URBAN 1
- URBAN 2
- SUBURBAN 1
- SUBURBAN 2
- MIXED USE (Indicative Location of Community/Commercial/Residential)
- CHILDCARE

DENSITY TABLE

ZONE	LOT SIZE
Comprehensive Residential Development	
Urban 1	150m ² - 200m ²
Urban 2	200m ² - 400m ²
Suburban Residential Development	
Suburban 1	400m ² - 600m ²
Suburban 2	600m ²

REVISION DETAILS		CLIENT:	
1. ISSUED FOR INFORMATION	MB 6/03/2013	<p>BEACH GROVE BEACH ROAD, KAIAPOI OUTLINE DEVELOPMENT PLAN - DENSITY WAIMAKIRIRI DISTRICT COUNCIL</p> 	
2. UPDATED	MB 8/03/2013		
3. REMOVED 50 DBA	MB 18/03/2013		
4. AMENDED DENSITY TABLE	MC 10/04/2013		
5. AMENDED LEGEND AND DENSITY TABLE	BL 9/05/2013		
6. OPEN SPACE AREAS AMENDED	BL 27/05/2013		
7. MASTER PLAN AMENDMENT	MC 6/06/2014		
8. MOVED CHILDCARE	MC 20/06/14		
9. LOT 13 AMENDED TO URBAN 2	MC 21/07/2014		
10. REMOVED COVERAGE	MC 22/07/2014		
DESIGNED: TJ		ISSUED FOR CONSENT	
CHECKED: MB		DRAWN: MB	
APPROVED:		SURVEYED:	
JOB NUMBER: 40156		SCALE: 1:2000 @ A1 1:4000 @ A3	
ISSUED: 17 DEC 2012		DWG. NO.: 40156-00-GE-022	
		REV.: 10	