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| **Covenant Instrument to Note Land Covenant**Sections 116(1)(a) and (b) Land Transfer Act 2017 |

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| **Covenantor** |
| **RANGITAHI LIMITED** |
| **Covenantee** |
| **RANGITAHI LIMITED** |
| **Grant of Covenant** |
| **The Covenantor**, being the registered owner of the burdened land set out in Schedule A, grants to the Covenantee the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s). |
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| **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)** |
| Land Covenant | N/A |  |  |
| **Covenant Terms and Conditions** |
| Theprovisions applying to the specified covenants are those set out in Annexure Schedule 1. |

Request to LINZ:

Please do not note the benefit of the land covenant on records of title

**Annexure Schedule 1**

1. **Definition**

In this document:-

* 1. “Approval” means the written approval of the Developer pursuant to clause 3.1(a).
	2. “Benefited Land” means the Land shown on the front page of this Instrument as the Benefited Land.
	3. “Burdened Land” means the Land shown on the front page of this Instrument as the Burdened Land.
	4. “Building Work” means any dwelling house, building, fence, landscaping or other improvement including but not limited to animal runs and/or cages and garden sheds erected or to be erected on the Burdened Land.
	5. “Committee” means a design committee established by the Developer.
	6. “Covenantee” means the owner of the Benefited Land and their executors, administrators, assigns and successors in title from time to time.
	7. “Covenantor” means the owner of the Burdened Land and their executors, administrators, assigns and successors in title from time to time.
	8. “Covenants” means the Covenants contained in this Instrument.
	9. “Developer” means Rangitahi Limited or any other person, agent or entity appointed as its representative or in substitution for Rangitahi Limited.
	10. “Guidelines” means the design and building guidelines issued by the Committee and such guidelines may include but not be limited to permitted types of construction, styles, building materials, colours and finishes.
	11. “Improvements” means any improvement constructed or completed by or on behalf of the Developer either upon the Burdened Land or any adjoining land including but not limited to roading, footpaths, accessways, walkways, curbing, channelling, gutters, drainage systems, conveyance, water storage or retention systems, sewage systems, filters, swales, ponds, open spaces, landscaping and planting.
	12. “Instrument” means this Instrument.
	13. “Significant Natural Areas” means those areas identified by Waikato District Council as being areas of indigenous biodiversity to be protected or enhanced as set out in the Waikato District Plan.
1. **General Covenants**

2.1 The Covenantor covenants and agrees:-

 (a) to observe and preform all covenants at all times;

(b) to ensure that all occupiers, employees, contractors, invitees or thing that is present upon the Burdened Land and under the control of, or at the direction of the Covenantor observe and perform all relevant and applicable Covenants at all times;

(c) that the Covenants shall run with and bind with the Burdened Land for the benefit of the Benefited Land;

(d) that by way of Covenant in Gross, the Covenant shall run with and bind the Burdened Land for the benefit of the Developer.

**3. Scheme Covenants**

* 1. The Covenantor covenants with the Covenantee and the Developer:-
	2. not erect or place (or permit to be erected or placed) on the land any Building Work without first obtaining the written approval of the Developer. The Covenantor acknowledges the Developer has established the Committee and the Developer may delegate the approval function to the Committee. To assist landowners, the Committee may from time to time issue Guidelines. Provided the proposed Building Work is consistent with the Guidelines provided to the Covenantor, or as updated or amended, the Developer will not unreasonably withhold it’s approval. Following the Covenantors application(s) for approval of any proposed Building Work, the Developer will use its best endeavours to issue a decision on whether to approve the proposed Building Work as soon as practicable and, where the Covenantor has provided all information the Committee may reasonably require and paid all costs, will generally do so within 20 working days of receipt of the application(s).
	3. the Covenantor will pay all costs incurred by the Developer (including but not limited to professional and consultants costs on a full indemnity basis) in connection with any Approval(s), whether such Approval(s) is granted or not. The Developer will provide an estimate of costs to the Covenantor. The Covenantor must pay the estimate when making an application for Approval. The Developer will advise the Covenantor of any balance owing prior to releasing its decision in respect of the application(s) and the Covenantor must pay the balance as a condition of such release.
	4. That unless the prior written consent of the Developer is obtained, to apply for Approval of any Building Work within twelve (12) months from the date of disposal of the land by the Developer. For the purposes of this clause the “date of disposal” shall mean the date of registration of the memorandum of transfer from the Developer to the first Covenantor of the land.
	5. That unless the prior written consent of the Developer is obtained, to commence any Building Work on the land within eighteen (18) months from the date of disposal of the land by the Developer.
	6. Not to construct more than one dwelling (including ancillary dwellings) or further subdivide the land without the prior written approval of the Developer.
	7. Not to use polystyrene (or any like material) in the construction of any Building Work on the land without the prior written approval of Committee.
	8. To complete the construction of the exterior of any Building Work on the land within twelve (12) months from the commencement of construction of that Building Work.
	9. To wholly complete the driveway, paths, fences and all landscaping upon the land within twelve (12) months after completion of the Building Work and otherwise in strict accordance with the terms of the Approval.
	10. Not to cause any harm or damage to any Improvement when carrying out any Building Work.
	11. Not to permit or cause the removal of soil from the land except as shall be necessary for the completion of the Building Works carried out in accordance with the terms of the Approval. The Covenantor or any contractor, employee or invitee of the Covenantor must at all times comply with the terms of the current Operative District Plan (if any) relating to the removal of soil from the land.
	12. Not to permit or cause at any time during construction of any Building Work, any rubbish to accumulate or be placed upon the land unless it is held in a receptacle specifically placed on the land for the storage of building rubbish and debris. Upon receipt of written notice from the Developer that the Covenantor is in default of this clause, the Covenantor will have five working days to rectify the breach. In the event the breach of this clause is not rectified within that period, the Covenantor will pay to the Developer the sum of $500 a day until such time as the breach has been rectified.
	13. Not to permit or cause the land to be occupied or used as a residence unless:
		1. the Building Work has been substantially completed in accordance with the Approval; and
		2. All driveways and landscaping have been substantially completed in accordance with the Approval; and
		3. All boundary fencing is completed and painted on both sides in accordance with the Approval. Subject always to clauses 3.1(s) and 3.1(t) the cost of the boundary fences is to be shared equally between the owners of the relevant adjoining lands. To assist with orderly construction planning and cost recovery, the Covenantor authorises the Developer to provide their contact details to the owner/s of any relevant adjoining property.
		4. The building complies with all requirements of the appropriate local authority and a code compliance certificate has issued in respect of the Building Work.
	14. Upon completion of the Building Work:
		1. not to permit or cause, any rubbish to accumulate or be placed upon the land and not to permit any excessive growth of grass so that the same becomes long or unsightly;
		2. not to allow any landscaping and gardens to become overgrown and unsightly;
		3. not to allow excessive stockpiling of items including unused furniture that can be viewed from the road or neighbouring properties;
		4. ensure all refuse or recycling collection bins are screened from the road and rights-of-way.
	15. Not to permit or cause any advertisement sign or hoarding of a commercial nature to be erected on any part of the land without the prior consent in writing of the Developer. For the avoidance of doubt this excludes real estate agents for sale signs.
	16. Other than minor boundary adjustments not to subdivide (as that term is defined at s218 of the Resource Management Act 1991) without the consent of the Developer. The prohibition in this clause 3.1(o) will apply in perpetuity.
	17. Not to dispose of the land until such time as all approved Building Works are complete, except where the Covenantor has first provided the proposed transferee with written notice of all Building Work to be completed and the time for completion of the same.
	18. Not to keep or allow any animals on the land other than quiet domesticated pets which definition shall without restricting the generality of such term exclude cats, goats, sheep, horses, pigs, poultry, beehives and any dangerous or aggressive dogs. No more than two dogs may be kept on the land. No breeding of any animals may be carried out on the land.
	19. Not to use any dwelling house on the land for any purpose other than a residential property, home office or a homestay or bed and breakfast establishment accommodating no more than four guests in addition to the Covenantor and the Covenantor’s immediate family without the prior consent of the Developer.
	20. Not to call upon the Developer to pay for or contribute towards the cost of erecting repairing or maintaining any boundary fence between the land and any contiguous land owned by the Developer.
	21. The benefit of the covenant contained in clause 3(s) is personal to the Developer and will not enure for the benefit of any subsequent purchaser of the contiguous land.
	22. Not to call upon the Crown ( including but not limited to the Department of Conservation ) or any Territorial or Local Authority (“Agency”) to pay for or contribute towards the cost of erecting, repairing or maintaining any boundary fence between the land and any contiguous land owned or administered by the Agency .
	23. To maintain in a neat and tidy condition the road reserve and right-of-way grass, planted berm and any swale areas which are immediately adjacent to the property boundary. For the purposes of this clause the grass and planted berm is the area between the boundary of the land and the sealed area of the road, right-of-way or pedestrian accessway.

## In the event the property is suitable for and the Covenantor wishes to relocate a prefabricated built dwelling onto the land, the Covenantor will provide the Committee for its approval prior to relocation a management plan in respect of the relocation together with written consent of the owners of any adjoining land/or properties that the Covenantor may require access over for the purposes of the relocation. Prior to the relocation of the dwelling, the Covenantor will pay to the Developer the sum of $5,000 by way of bond (“bond”). The bond will be held by the Developer until such time as the relocation is complete and any damage caused by the Covenantor or its assigns during relocation of the dwelling (if any) to any roading, footpaths, kerbs or any other structure or property has been rectified by the Covenantor to the Developer’s standard. If any damage has been caused under this clause the bond or such part of it as is necessary may be used to make good such damage. If the Covenantor is in default of its obligations to make good any damage under this clause the Developer may have recourse to use the bond to engage such contractors to do such work as may be necessary to remedy such breach. If the cost to remediate the damage exceeds the bond the Developer will have the right to reimbursement from the Covenantor and the Covenantor will make payment of the amount exceeding the bond upon receipt of an invoice from the Developer or Committee.

## Not to permit or cause any of the following within the Significant Natural Areas:

### Erect any fence or structure between lots;

### Cut or trim any trees, shrubs or vegetation; and

### Plant anything other than locally sourced native plants and trees.

1. The covenants created by this Instrument will apply in perpetuity.
2. In the event that the Covenantor or any contractor, employee or invitee of the Covenantor causes any damage or harm to any Improvement or to any property other than the property of the Covenantor within the lands described in the plan, the Covenantor covenants to forthwith make good the damage at their own expense or to pay the cost of the repair of the damage or harm in the event that such repair is effected by the Covenantee, Council or other like body.
3. The Covenantor covenants with the Developer not to either personally or by directly or indirectly cooperating with or assisting others, lodge or submit any objection to any application for any statutory, regulatory or other consent and approval made by the Developer for any use or activity affecting any land within the Developer’s development. The Covenantor shall promptly support any application made by the Developer to any authority for the purpose of obtaining any statutory, regulatory or other consents considered necessary or desirable by the Developer for its development.
4. The Developer may at any time by written notice waive any condition, either temporarily or permanently, and such waiver may be registered against title to the property at the cost of the Covenantor. In the event notice of the waiver is not registered against the title to the property, production of a copy of the signed waiver to any subsequent purchaser of the land will be sufficient evidence to the purchaser of such waiver.
5. Acknowledging that the value of the Benefited Land will be affected by the standard of buildings erected and landscape design and planting on the land and by failure to comply with the covenants contained in the preceding clauses and sub clauses the Covenantor covenants for the Covenantor personally and their executors, administrators and assigns that should the Covenantor fail to comply with, observe, perform, or complete any of the covenants and restrictions contained herein, and without prejudice to any other liability the Covenantor may have to the Covenantee, the Developer or any other person the Covenantor will:
	1. If the Covenantor is in breach of any of the covenants outlined herein , the Covenantee or the Developer may provide the Covenantor with written notice of the breach and what is required to remedy that breach;
	2. If following 10 working days of receipt of notice pursuant to clause 8(a) the breach has not been remedied, then immediately upon receipt of a written demand for payment from the Covenantee or the Developer or the Covenantee's or the Developer’s solicitors pay to the Covenantee or the Developer as the case may be as liquidated damages the sum of ONE THOUSAND DOLLARS ($1,000.00) per day such daily sum to be adjusted annually by the movement of the Consumer Price Index (all groups) (or successor index published by the Department of Statistics or other subsequent governmental agency) for the preceding year on 1 January each year, with the first such adjustment to be 1 January in the year immediately following the date of registration of this instrument for each day the default continues unremedied such liquidated damages to be limited to a maximum value of $1,000,000.00; and
	3. Shall immediately undertake such remedial action as may be required by the Covenantee or the Developer including but not limited to permanently removing or causing to be permanently removed from the Property any improvement or structure so erected or repaired or other cause of any breach or non-observance of the foregoing covenants;
	4. Pay on demand the Covenantees’ or the Developers’ costs incurred in respect of the default and any enforcement or attempted enforcement of these covenants such costs to include but not be limited to legal costs on a solicitor client basis;
	5. Pay interest at the rate of 20% on any money which may be demanded and not paid, such interest to accrue from the date of the demand until the date it is finally received by the Covenantee or the Developer as the case may be,

PROVIDED that:

* + 1. Except for those defaults notified to the Covenantor when it is a registered owner the Covenantor shall only be liable while the Covenantor is a registered owner of the land.
		2. If a default is completely and finally remedied within one month of notice in writing requiring the removal or remedy of such cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the said covenants the sum payable shall abate to $1.00 per day provided that this abatement shall not apply in respect of any subsequent default of a similar nature.