



ROSSBURN

RESTRICTIVE USE AND BUILDING COVENANTS

ROSSBURN DEVELOPMENT – BLOCK A



Harmans
LAWYERS

ANNEXURE SCHEDULE 1

1. PURPOSE

- 1.1 The purpose of these covenants is to protect:
- a) the market, character, and aesthetic value of all Lots in the Development;
 - b) the privacy, peace and security of the occupants of the Development; and
 - c) the quality of the environment for the benefit of all Lots in the Development, including the Benefited Land, and its associated community in general.
- 1.2 These covenants will be registered on the title for each Lot in the Development (subject to the rights of Rossburn to include further Lots in, or exclude Lots from, the covenants in its sole and absolute discretion).

2. DEFINITIONS & INTERPRETATION

- 2.1 **Definitions:** In this Instrument, unless the context otherwise requires:

Benefited Land means the land described in Schedule A as the benefited land which has the benefit of the covenants set out in this Instrument;

Building comprises a building as defined by the Building Act 2004;

Burdened Land means the land described in Schedule A as the burdened land which is subject to the covenants set out in this Instrument;

Council means the Waimakariri District Council;

Design Guidelines means the site layout, building design, landscaping and boundary treatment guidelines (including fencing) produced by Rossburn from time to time in respect of the Development;

Development means Rossburn's subdivision known as "Rossburn", located on the east rural fringe of Rangiora, more particularly located between Boys Road and Northbrook Road, of which the Burdened Land forms part, including any open spaces, and associated infrastructure and including any variation to the Development made by Rossburn in its sole discretion at any time;

Dwelling means and includes a residential dwelling house, or family residence which is limited to a maximum of two storeys by the Design Guidelines;

Floor Area means the total floor area of a Dwelling measured to the outside face of the external walls and includes garaging and any areas occupied by internal walls, columns, stairs, lifts, or other structural elements forming part of any Dwelling;

Instrument means this instrument including all Annexure Schedules attached to it;

Lots means the individual allotments comprising the Burdened Land, and Lot means any one of them;

Lot Owner means the registered owner of any Lot from time to time;

Relevant Authority means any government, local, statutory or non-statutory authority or body having jurisdiction over the Burdened Land and/or the Development, including the Council;

Rossburn means Rossburn Development Block A Limited and Rossburn Development Holdings Limited, and any successor party or organisation nominated by them jointly, or by any successor party or organisation to deal with applications required for approvals by Rossburn under any of these covenants; and

Working Days has the meaning given to that term in the Property Law Act 2007.

2.2 **Interpretation:** In the following covenants:

- a) headings are for ease of reference only. They do not form part of any covenant and do not affect the meaning of any covenant;
- b) words imputing the singular include the plural, and vice versa;
- c) a covenant to do something is also a covenant to permit or cause that thing to be done, and a covenant not to do something is also a covenant not to permit or cause that thing to be done;
- d) this Instrument binds and benefits the parties, and their executors, successors and assigns in perpetuity (unless a specific expiry date applies), and also binds any lessee or occupier of the Burdened Land; and
- e) a reference to a statute includes:
 - i. all regulations under that statute;
 - ii. all amendments to that statute; and
 - iii. any statute substituting for it which incorporates any of its provisions.

3. **DEVELOPER APPROVAL COVENANTS**

Covenants: Each Lot Owner covenants with Rossburn:

- 3.1 **Prior Approval:** Without first receiving the written approval of Rossburn in accordance with these covenants and the Design Guidelines, the Lot Owner shall not commence construction of any Dwelling, (or other Building), or any landscape feature; or use any building plans, site plans, specifications, landscaping plans, planting plans or fencing plans which have not been approved by Rossburn prior to construction commencing.
- 3.2 **One House per Lot:** To erect only one Dwelling or unit type Dwelling (i.e. attached housing) on each Lot.
- 3.3 **Minimum Dwelling Floor Area:** The minimum Floor Area of a Dwelling on a Lot must be in accordance with the following table:

Lot Area	Minimum Dwelling Floor Area
Up to 399m ²	110m ²
Between 400m ² and 499m ²	130m ²
Between 500m ² and 599m ²	150m ²
600m ² and greater	175m ²

- 3.4 **No Subdivision:** Without first receiving the written approval of Rossburn (which may be withheld in its sole and absolute discretion), the Lot Owner shall not subdivide any Lot. For the avoidance of doubt, Rossburn shall retain the right at all times to further subdivide or approve any other subdivision of any Lot in the Development in its sole and absolute discretion.

3.5 **Design Guidelines:** To fully adhere to the Design Guidelines. It is the responsibility of each Lot Owner to ensure that builders, sub-contractors, workmen and suppliers fully comply with the Design Guidelines.

3.6 **Approval of Plans:**

a) Prior to:

- i. applying for a building consent from the Relevant Authority;
- ii. undertaking any work to the Lot; or
- iii. erecting any improvements on the Lot;

The Lot Owner must submit a completed building plan approval form (in accordance with the design approval process contained in the Design Guidelines) to Rossburn for written approval which shall include the following:

- i. the proposed floor plan, site plan, schedule of external finishes, colours, and materials of any Building proposed to be erected on the Lot;
- ii. the landscaping plan for the Lot including any trees, plantings, fences, walls, gates, wind breaks, clothes lines, heat pump exterior units, satellite dishes, letterbox, street or house numbering, driveways & paths;
- iii. the design of any gates or fences proposed to be installed that will be visible from the road, including material choices;
- iv. the proposed access from the public roadway and proposed off street car parking; and
- v. all other plans, specifications, information, documentation or otherwise required by the Design Guidelines.

b) In considering such approval, Rossburn may take into account the following matters relating to the Site Layout, Landscaping, Dwelling and any other accessory buildings as it, in its sole discretion considers appropriate:

- i. Height and recession planes;
- ii. Siting on the Lot including site coverage;
- iii. Colours and colour scheme;
- iv. External design (including roofs, fences, screens);
- v. The effect of the proposed Dwelling on the natural light, views and privacy of any adjacent or other affected Lot;
- vi. Architectural design (including form, scale, proportion, articulation and detailing);
- vii. External cladding materials of the Dwelling and the Buildings, including colours and colour schemes;
- viii. Landscaping to all areas visible from the street or open space, this includes hard landscaping materials;
- ix. Boundary treatment and interface with the street and public open space including all fencing, screening and boundary planting;
- x. Environmental and sustainability considerations of the dwelling design and landscaping including material selection; and
- xi. All other factors set out in the Design Guidelines.

c) Any decision on whether or not to approve any design, specification or feature shall be made at the sole and absolute discretion of Rossburn.

- 3.7 **Rosburn Discretion:** Rosburn may in its sole, absolute and unfettered discretion approve any plans outside of the above conditions. Should Rosburn do that, then any such approval does not create a precedent for any other Lot or Lot Owner.
- 3.8 **Council Approval:** Site coverage, heights and the design of any Dwelling or other improvement erected on a Lot will separately be subject to Council planning rules and/or resource consent conditions (including without limitation all consent notices registered against the records of title to each Lot).
- 3.9 **Building Work:** During the construction of the approved building plans:
- a) to follow strictly the plans approved by Rosburn and seek Rosburn's consent to any variation to such plans;
 - b) to ensure the Dwelling is built on site (but new preassembled building elements are permitted to be used in construction);
 - c) not to allow relocatable, kitset homes, or second-hand building materials without specific written approval from Rosburn;
 - d) to commence the construction of the new Dwelling within 24 months of:
 - i. if a record of title has been issued for the Lot prior to confirmation of the conditions in the Lot Owner's sale and purchase agreement for the Lot, from the date of confirmation of such conditions; or
 - ii. if a record of title has not been issued for the Lot prior to confirmation of the conditions in the Lot Owner's sale and purchase agreement for the Lot, from the date of issue of a record of title for the Lot;

Rosburn may in its sole, absolute and unfettered discretion agree to any extension to this condition. Any approval for an extension will only be effective if Rosburn has granted it in writing. Should Rosburn do that, then any such approval does not create a precedent for any other Lot or Lot Owner.

- e) to complete all building work set out in the approved plans within 12 months of the date of start of construction;
- f) to complete all visible (from the road frontage or open space) hard landscaping, fencing, screening, driveways & pathways which in accordance with the Design Guidelines within 12 months of the date of start of construction;
- g) to complete all road frontage landscaping (and/or any landscaping which is visible from any road), including planting, soft landscaping and additional landscape related structures such as fencing, gates, letterboxes within 3 months of the issue of a code compliance certificate for the Dwelling on the Lot;
- h) not to permit any construction workers or contractors to use any part of the Lot or any other Lot in the Development for toileting or waste/construction rubbish disposal purposes. Prior to commencing building work the Lot Owner or builder will provide a suitable portable toilet facility and provide regular waste/construction rubbish collection;
- i) not to permit any building materials to be placed outside the Lot;
- j) not to permit the Lot to be occupied or used as a residence prior to:
 - i. the Dwelling being completed (including driveways, pathways) and;
 - ii. a code compliance certificate in respect of the Dwelling being issued by the Relevant Authority, unless section 362V(2) of the Building Act 2004 applies;

- k) to partially construct the berm and kerb crossing for the Lot, including road metalling, prior to building construction commencing.

4. CONSTRUCTION AND SITE DEVELOPMENT

Covenants: Each Lot Owner covenants with Rossburn:

- 4.1 **Construction Fencing:** Construction must not commence on any Lot until temporary fencing has been erected on the entire length of all unfenced boundaries. The temporary fence must:

- a) comprise removable wire or shade cloth (or other see-through material);
- b) be a minimum of 1.8 metres in height;
- c) have a rigid frame;
- d) in all circumstances be acceptable to Rossburn at its sole discretion; and
- e) provide only one vehicle access to the Lot from the road or shared accessway.

- 4.2 **Construction Zone Areas:**

- a) Construction must not commence on the Lot until:
 - i. a vehicle crossing of no more than four (4) metres in width has been installed in a position approved by Rossburn;
 - ii. the kerb has been cut down at the crossing; and
 - iii. the driveway from the road to the Lot has been formed and suitably based.
- b) The Lot Owner shall not make any use of the adjoining Lots (whether occupied or not), nor any berms (except at designated crossings) or footpaths for construction work or for access by vehicles.

- 4.3 **Health and Safety:** Construction is not to be permitted on a Lot unless the Lot complies with the requirements pursuant to the Health and Safety at Work Act 2015.

- 4.4 **Delivery of Materials:** During the course of construction, the Lot Owner must not carry out any loading, unloading, delivery or storage of building materials other than within the boundaries of the Lot.

- 4.5 **Allowable Hours of Normal Construction Noise:** The allowed hours of work in clause 4.7 are subject to the following. Normal construction activity and associated noise is only allowable between the hours of:

- a) Monday to Friday 8.00 am to 6.30 pm
- b) Saturday 9.00 am to 5.30 pm
- c) Sunday 9.00 am to 1.00 pm
- d) Statutory Holidays 9.00 am to 3.00 pm

Particularly noisy work activity must be scheduled to avoid the earlier and latter part of the day. All unavoidable noise in the earlier and latter part of the day must be very carefully controlled and monitored.

- 4.6 **Unacceptable Noise Levels:** Rossburn reserves the right to enter onto the Lot and require the immediate cessation of building activity that in Rossburn's sole determination is causing unacceptable noise or nuisance. The builder shall immediately comply with any Rossburn requirement to cease the building activity causing unacceptable noise or nuisance.

4.7 **On-Site Work Hours:** Subject to restrictions on the creation of construction noise or nuisance above, the allowable hours of onsite work are as follows:

- a) Monday to Friday 7.00am to 8.00pm
- b) Saturday 8.00am to 8.00pm
- c) Sunday 8.00am to 8.00pm
- d) Statutory Holidays 8.00am to 8.00pm

It should be noted that the on-site work hours are longer than the allowable hours of normal construction activity and noise under clause 4.5. On-site work outside of the times in clause 4.5 must be quiet. All these times may be varied by written agreement with Rossburn, in particular a specific work activity that requires a longer than usual working day, such as a concrete slab pour. Nothing in this clause overrides any greater restrictions that the Relevant Authority may have on worksite hours.

4.8 **Construction Rubbish:**

- a) Construction must not be carried out unless an adequate rubbish skip is present at all times (and regularly emptied or replaced).
- b) The Lot Owner shall ensure that rubbish does not blow outside the boundaries of the Lot.

4.9 **Washing of Vehicles:** During the course of construction no vehicles are to be washed down other than within the boundaries of the Lot, provided such washing does not contravene any rules, requirements or standards of the Relevant Authority.

5. **GENERAL AND USE COVENANTS**

Covenants: Each Lot Owner covenants with Rossburn:

5.1 **No On-selling Prior to Construction of a Dwelling:**

- a) No Lot (or part of any Lot) may be sold or otherwise disposed of until a new Dwelling has been constructed on the Lot.
- b) In exceptional circumstances Rossburn may, in its sole discretion, grant a dispensation to this requirement. Any dispensation must be applied for in writing to Rossburn and approved in writing by Rossburn. If Rossburn consents to the sale or transfer of the Lot to a third party prior to the construction of a new Dwelling on the Lot, the on-sale purchasers of the Lot will be bound by these covenants.
- c) Notwithstanding the terms of clause 5.1 (a) above, construction companies are permitted to on-sell Lots that have been purchased by them to clients for which they are constructing a Dwelling on that Lot.
- d) Any approval or consent granted by Rossburn pursuant to clause 5.1(b) shall not create a precedent for any other Lot or Lot Owner.

5.2 **Use Prior to Completion:** Not to permit the use of the Lot as a residence before a code compliance certificate has been issued by the Relevant Authority, unless section 362V(2) of the Building Act 2004 applies.

5.3 **No Temporary Accommodation:** Not to permit any caravans, recreational vehicles, huts, garages, sheds or any other thing (other than a permanent Dwelling constructed in

compliance with these covenants) to be used on the Lot for human habitation without first obtaining the consent of Rossburn.

5.4 Storage and Parking of Vehicles: Not to:

- a) park any trailer, boat, caravan, recreational vehicle or any other wheeled vehicle on any road in the Development for a period of more than 7 days;
- b) park any vehicle, trailer, or store or place any other object, items or materials on any part of a shared accessway;
- c) permit any inoperable vehicles or vehicles which do not have a current warrant of fitness and registration to remain on the Lot unless stored in a garage;
- d) permit any vehicles (including boats, trailers, caravans and motor-homes but excluding a motor car that is used on a regular basis) to be left, parked or stored on the Lot in any structure such as a gazebo, lean-to or carport that is not fully enclosed, nor shall such vehicle be left, parked or stored on the Lot where it is visible from any road or shared accessway;
- e) park any motor vehicle on the Lot which is visible from any road or shared accessway and which is used on a regular basis except on a formed driveway or dedicated parking space approved by Rossburn.

5.5 Garden Sheds, Garden Ornamentation, Gas Bottles, Rubbish Bins and Clothes Lines: Not to place or allow to be placed on the Lot or affixed to the Dwelling any garden shed (or similar minor ancillary structure to the Dwelling), brightly painted or decorated ornaments or fixtures, clothes lines, gas bottles, rubbish and/or recycling bins which are not appropriately screened in accordance with the requirements set out in the Design Guidelines.

5.6 No Commercial or Other Activity: Not to use any of the Lot without first obtaining the written consent of Rossburn for:

- a) any commercial activities which involve:
 - i. customers, clients, patients, or members of the public visiting the Lot;
 - ii. the regular receipt or collection of goods, products, or materials to the Lot;
 - iii. the display of any sign, advertisement, branding, notice, merchandise, product or other material visible from outside the Lot; and
 - iv. any Lot being identifiable to a reasonable person as premises from which a commercial or business activity is being conducted.
- b) the storage or use of commercial vehicles (excluding an occupant's main mode of transportation e.g. a trade person's sign written vehicle), plant or machinery, storage containers other than of a domestic nature;
- c) lease or licence to any other party other than a residential tenancy pursuant to the Residential Tenancies Act 1986;
- d) any signage or advertising hoardings or other signs (except usual sales agency signs for marketing of the Lot for sale in compliance with these covenants).

5.7 Survey Pegs or Markers on the Lot: Not to interfere with, remove or damage any survey pegs or markers on the Lot or Development, and if such pegs are interfered with, removed or damaged then the Lot Owner will reimburse Rossburn for all costs and expenses in having such pegs or markers replaced by a registered surveyor. If such reimbursement is requested of any Lot Owner and not made within 10 Working Days of

such reimbursement request, Rossburn shall be entitled to deduct that amount from any Compliance and Damage Remediation Bond paid to Rossburn.

5.8 No Noxious Items and Dangerous or Offensive Activities:

- a) Not to permit any part of the Lot to be used for:
 - v. any noxious, dangerous or offensive activities;
 - vi. any activity that is prohibited or not permitted by a Relevant Authority (unless authorised by resource consent); or
 - vii. any activity which may be or become an annoyance or private or public nuisance, where an annoyance or private or public nuisance includes, but is not limited to, loud sounds, noises or offensive smells; or
- b) Not to allow the accumulation or housing of any rubbish (including abandoned or unsightly vehicles), inflammable, explosive or noxious substances, noxious birds or animals which may be likely to cause nuisance or annoyance to neighbouring Lot Owners, or permit grass or weeds to grow to such a height as to become unsightly.

5.9 No Invasive Plant Species:

- a) Not to plant, cultivate or permit to be planted or cultivated on any part of the Lot any poisonous, noxious, invasive, environmental weed or other plant species which is, or is reasonably likely to become, a nuisance, hazard or threat to the health of persons, animals or surrounding vegetation or to the natural environment.
- b) Without limiting paragraph (a), not to plant or cultivate any plant species which is identified by the Relevant Authority or central government authority as a pest plant, invasive plant or unwanted organism.
- c) To promptly remove any plant species on the Lot which becomes a plant pest, invasive species or unwanted organism, or which is reasonably required to be removed by the Relevant Authority or Rossburn.

5.10 Maintenance: To:

- a) maintain the improvements made to the Lot to a standard in keeping with the Development as a premium residential subdivision;
- b) keep the Lot tidy, rubbish free and grass mown (including the grass road berm) to under 120mm in height. If the grass on any vacant Lot exceeds 120mm, Rossburn may, after giving the Lot Owner at least 5 Working Days' prior notice, enter onto the Lot and carry out any mowing of grass, removal of rubbish and weeds to ensure the Lot is kept tidy and to recover the cost of this from the Lot Owner;
- c) remove all weeds and rubbish promptly and maintain all plants in accordance with good horticulture practices; and
- d) maintain all trees in the road frontage berm outside the Lot in accordance with good arboriculture practices.

5.11 Animals: Not to:

- a) keep pigs, chickens or noisy or smelly animals of an odorous nature on the Lot, nor operate any commercial activity by the keeping of such animals. The keeping of pigeons is expressly prohibited; or
- b) keep any dog or other pet on the Lot which is likely to cause nuisance or annoyance to other neighbouring occupiers, or detract from the Development and, in particular,

the Lot Owner shall not keep on the Lot any dog which in whole or part appears to be a Japanese Toas, Brazilian Fila, Dogo Argentino, American Pit-Bull, Rottweiler or Doberman Pinscher, nor shall they keep any other vicious or dangerous dog and/or any dog that has been classified as a dangerous dog under the Dog Control Act 1996.

- 5.12 **Satellite Dishes and Other Technical Equipment:** Not to place or allow to be placed on the Lot or Dwelling any aerials or satellite dishes or other technical equipment i.e security lighting unless the same comply with the following requirements:
- a) Are visually integrated into the dwelling design and landscape treatment
 - b) Have a maximum diameter of one metre;
 - c) Are situated at least four metres from the road facing or open space facing façade of the Dwelling; and
 - d) Are mounted below the ridgeline of the roof of the Dwelling.
 - e) In the case of security lights are not affecting neighbouring Lots.
- 5.13 **Solar Panels:** Not affix or place on the roof of any Dwelling any solar panels where the profile of the solar panels protrudes in an unsightly way from the roofline of the Dwelling (i.e. the solar panels need to be an integrated part of the roof design).
- 5.14 **Air Conditioning Units:** Any external air conditioning units must be properly screened and noise proofed to ensure they are not a nuisance to neighbours.
- 5.15 **Interests on the Record of Title for the Lot:** To adhere strictly with the requirements in any consent notice, encumbrance, order or other interest registered on the record of title for the Lot.
- 5.16 **Boundary Fencing:** Rossburn will erect any boundary fences required excluding road frontage and/or right of way frontage fencing which is the sole responsibility of the Lot Owner and must be constructed in accordance with the Design Guidelines.
- 5.17 **External Changes:** Not to make any external additions or alterations to any Building, fencing (including removal), or landscaping on any Lot without the prior written consent of Rossburn.

6. APPROVALS

- 6.1 All approvals or consents required by these covenants must be in writing from Rossburn and may be given, given subject to conditions, or refused, in the sole, absolute and unfettered discretion of Rossburn. Any approval given does not create a precedent for any other Lot or Lot Owner.
- 6.2 Rossburn may appoint any person it considers suitably qualified to carry out any of its functions under this Instrument.
- 6.3 Rossburn or its appointee is not responsible or liable to any person for any action it takes or fails to take under this Instrument.
- 6.4 Rossburn may charge a fee for its reasonable costs and time in considering any application under this Instrument or taking any enforcement action in respect of any breach of the provisions of this Instrument by the Lot Owner.

7. ENFORCEMENT

- 7.1 If there should be any breach or non-observance of any of these covenants, and without prejudice to any other liability which the Covenantor may have to any person having the benefit of this covenant, the Covenantor will upon written demand being made by Rossburn or any Covenantee:
- a) pay to the person making such demand as liquidated damages the sum of \$100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made;
 - b) remove or cause to be removed from the Lot any Dwelling, vehicle, garage, building, fence or other structure erected or placed on the Lot in breach or non-observance of the above covenants;
 - c) replace any building materials used in breach or non-observance of the above covenants;
 - d) remove any planting or landscaping feature in breach or non-observance of the above covenants; and
 - e) reimburse the costs Rossburn and/or any Covenantee directly incurs on a dollar-for-dollar basis as a result of a breach or non-observance, including (but not limited to), those associated with correcting such breach or non-observance.
- 7.2 Any demand made by a Covenantee will be deemed to have been served to the Covenantor if sent to the Covenantor's postal address of the Lot or, where the Lot is a vacant section, the demand will be deemed to have been properly served if sent to the e-mail address of the lawyer or law firm that signed and certified the transfer of the Lot to the Covenantor.

8. DISPUTE RESOLUTION

- 8.1 Except as it relates to the exercise of any discretion, opinion, approval or consent requested of Rossburn under these covenants, if any dispute arises between the parties concerning the covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.
- 8.2 If the dispute is not resolved within 20 Working Days of the date on which the parties began their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.
- 8.3 If an arbitrator cannot be agreed upon within 10 Working Days of notice of arbitration by either party, then an independent arbitrator will be appointed by the AMINZ Appointments Panel.
- 8.4 Such arbitration will be determined in accordance with the Arbitration Act 1996 and will be binding on the parties.

9. ENFORCEMENT BY ROSSBURN

- 9.1 Rossburn may enforce these covenants in the same manner as the Covenantee and may exercise the rights of the Covenantee under clause 7 as if Rossburn was the Covenantee.

- 9.2 Rossburn may take steps to ensure the observance of the covenants in this Instrument but shall not have any legal responsibility or liability for any lack of enforcement or enforceability, or application or waiver of any of these covenants, or any consents or approvals given by Rossburn under these covenants.
- 9.3 The Covenantee will keep Rossburn fully indemnified from any claim, liability, loss or action arising against Rossburn or its agents in respect of these covenants having regard to their intent to provide for the interests of the Covenantee and its individual obligations of observance and rights of enforcement of the covenants.

10. EXPIRY

- 10.1 The covenants contained in clauses 3 and 4 of this Instrument will remain in force until the date that is 6 months after a code compliance certificate has issued for the first Dwelling constructed on the Lot, but only if such code compliance certificate relates to a Dwelling approved of by Rossburn. Upon expiry of the covenants in clauses 3 and 4, the covenants contained in those clauses will have no further force or effect. All other covenants noted in this Instrument will remain in force for a period of fifteen years from the date of the registration of these covenants, after which time they shall cease to have effect, provided however they shall remain in force in relation to any breaches that pre-date and were raised with a Lot owner prior to the expiry date and which are yet to be resolved.

11. NOTICES

- 11.1 Any notice required to be made or served under this Instrument is to be in writing signed by the party giving the notice or by any officer or solicitor of that party and served in accordance with the provisions of section 353 of the Property Law Act 2007 or sent by e-mail (in which case it is delivered when a read receipt is received by the sender of the e-mail).

12. VESTING

- 12.1 The Covenantee consents to the deposit of any survey plan by the Covenantor in respect of the Development which has the effect of vesting any land in any local authority, territorial authority or the Crown (Land to Vest), or where land is to be transferred for reserves, utilities or road (Land for Utilities). The Covenantee agrees that the covenants in this Instrument will cease to apply in respect of any Land to Vest or Land for Utilities upon the date of lodgement with Land Information New Zealand (or any such replacement entity) of the required documents to deposit the relevant survey plan.
- 12.2 The Covenantee agrees that this clause 12 will be deemed to be the consent of the Covenantee to the deposit of the relevant survey plan (including under section 224(b)(i) of the Resource Management Act 1991) and for the removal of the covenants in this Instrument from any Land to Vest and Land for Utilities.
- 12.3 If it is determined by the Covenantor or Land Information New Zealand that additional written consent is required from the Covenantee to the deposit of any survey plan or for the removal of the covenants in this Instrument from any Land to Vest and Land for Utilities, under clause 12.2, then:

- a) at the request of the Covenantor, the Covenantee will, at its cost, immediately give such written consent to the Covenantor; and
- b) in addition to clause 12.2 and 12.3(a), the Covenantee irrevocably appoints the Covenantor as its attorney to sign any consent necessary in the required form to deposit any survey plan or to remove the covenants in this Instrument from any Land to Vest and Land for Utilities. No person dealing with the Covenantor as the attorney in this capacity need inquire if the Covenantor is validly exercising its powers as attorney under this clause.