Form 26

Covenant Instrument to note land covenant

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

Covenantor

WEEDONS ROSS ROAD LIMITED PARTNERSHIP

Covenantee

WEEDONS ROSS ROAD LIMITED PARTNERSHIP

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**	**Burdened Land** (Record of Title)	**Benefited Land** (Record of Title) or in gross
Land covenant		[1] to [END LOT INSERT] (inclusive)	1 to [END LOT INSERT] (inclusive)
Land covenant		[1] to [END LOT INSERT] (inclusive)	In gross

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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

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ANNEXURE SCHEDULE

INTERPRETATION

For the purposes of this Land Covenant:

Covenantee means the Developer and the registered owner of any Lot.

Covenantor means the registered owner of any Lot.

Design Guidelines means the Developer's architectural and landscaping guidelines provided to Lot owners as it may be amended by the Developer in writing from time to time. The Design Guidelines can be downloaded via: [INSERT DESIGN GUIDELINES LINK ON WEBSITE]

Developer means Weedons Ross Road Limited Partnership, via its development manager, Ngāi Tahu Property Limited.

Double Frontage Lot means Lots 48, 50, 56, 62, 63, 83, 84, 91, 99 and 105.

Dwelling means any dwelling, building or other structure situated on a Lot.

Lots means lots [1] to [END LOT INSERT] (inclusive) comprised in DP [DP INSERT] and **Lot** means any one of them.

Reserves means Lots [300-306] on DP [DP INSERT], to be vested in Council and **Reserve** means any one of them.

Reserve Boundary means any lot boundary between a Lot and a Reserve.

Road Fronting Lots means Lots [1-40, 43-45, 47-59, 61- 68, 69, 71-93, 98-102, 104-109] all on DP [DP INSERT].

Right of Way means areas A, B, C, D, E and F on DP [DP INSERT].

Right of Way Boundary means a boundary between the Right of Way and Lots 40, 43, 93-96 and 98 all on DP [DP INSERT].

Road Boundary means a boundary between a Lot and any legal road, which does not include a Right of Way Boundary.

Superlots means Lots [22, 23] and [71-77] on DP [DP INSERT] and **Superlot** means any one of them.

Two Storey Lots means Lots 1-12, 29-38, 47, 48, 63 and 99 (all inclusive).

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COVENANTS

The Covenantor covenants with the Covenantee as follows:

1. THE COVENANTOR AND THEIR SUCCESSORS IN TITLE SHALL:

1.1. Subdivision

Not further subdivide any of the Lots whether by way of cross-lease, unit title, subdivision into separate Lots or in any other way provided that this restriction will not apply to a subdivision which has the effect only of adjusting the boundaries between two adjoining Lots nor shall it apply to any Superlot.

1.2. Temporary Accommodation

Not permit or suffer the Lot to be occupied or used as a residence either by the erection of temporary structures or the placing thereon of caravans or other vehicles used for human habitation.

1.3. Use Prior to Completion

Not use the Lot as a residence before a Code Compliance Certificate has been issued by the Selwyn District Council unless section 362V(2) of the Building Act 2004 applies.

1.4. Storage and Parking of Vehicles

(a) Not 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 Right or Way.

(b) Not park any motor vehicle on the Lot which is visible from any road or Right of Way and which is used on a regular basis except on a formed driveway or dedicated parking space approved by the Developer in accordance with clause 1.20.

(c) Not to park any trailer, boat, caravan , motorhome or any other wheeled vehicle on any road in the development for a period of more than seven days.

1.5. Noxious Weeds and Rubbish

Not allow the accumulation or housing of any rubbish or noxious substances which may be likely to cause nuisance or annoyance to the neighbouring occupiers, or permit grass or weeds to grow to such a height as to become unsightly.

1.6. Animals

Not permit any dog or other pet to be kept in or about the Lot which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision, and in particular, without otherwise limiting this restriction, not to keep on or about the Lot any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler, Japanese Akita, Japanese

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Tosa, Dogo Argentino or Brazilian Fila. The keeping of pigeons is expressly prohibited.

1.7. Signs

Not permit any advertisement, sign or hoarding of a commercial nature (excluding a professionally made "For Sale" sign) to be erected on any part of the Lot or Dwelling.

1.8. Dwelling Heights

(a) The Covenantor of any Lot that is not a Two Storey Lot, shall not erect a Dwelling greater in height than a single storey and a maximum total height of 8 metres above ground level.

(b) The Developer may, at the Developer's sole discretion, approve on any Lot which is not a Two Storey Lot, of a Dwelling with the living areas situated within the roof cavity of the Dwelling. This is provided that there are no windows set into the roof line or gable area and that only natural light permitted into the roof cavity is from skylights set into the roof. Any approved dwelling plans shall not be deemed to be in breach of this clause by virtue of having living areas situated within the roof cavity.

(c) For clarity the Covenantor of a Two Storey Lot:

(i) may erect either a single or a two storey Dwelling, provided any single storey Dwelling meets the requirements under subclauses 1.8 (a) and (b); and

(ii) the Right for a Covenantor to erect a two storey Dwelling on a Two Storey Lot shall be further subject to the consent of or any conditions imposed by Council or any Territorial Authority.

1.9. New Materials

Not erect or permit to be erected on the Lot any Dwelling using anything other than new materials provided that second-hand bricks may be allowed for exterior cladding at the Developer's discretion. No pre-lived in or pre-built Dwelling, either in whole or in part, shall be transported on to the Lot.

1.10. Non-permitted Cladding Materials

Not construct any Dwelling on the Lot with an external cladding of unrelieved flat sheet fibrolite, hardiflex or similar materials provided that this restriction shall not apply to the cladding of soffits or gable ends.

1.11. Painting

Not leave the outside of any Dwelling unfinished, or any exterior walls or doors unpainted or unstained provided that this clause shall not apply where natural timber cladding or decorative brick, stone or concrete are used.

1.12. Building Materials

Not use as a roofing material any material other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel) of a single colour or pre-painted long-run pressed steel (the use of

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zincalume shall not be permitted) or any building materials which are highly reflective (including reflective window coatings). Preferred building materials are detailed in the Design Guidelines.

1.13. Boundary Fencing

(a) **Compliance with District Plan and Fencing Covenants:**

the Covenantor must at all times ensure they comply with, as it relates to fencing of the Lot:

(i) the rules in the Selwyn District Plan;

(ii) the provisions contained in this clause 1.13; and

(iii) any Consent Notices required by Council to be registered on the titles.

The Covenantee does not warrant that any fence complying with these covenants will also comply with the Selwyn District Plan and as such it is the Covenantor's responsibility to ensure they are at all times compliant with the Selwyn District Plan. For the avoidance of doubt even if the Covenantor applies for and receives a resource consent from the Selwyn District Council in relation to fencing of the Lot, they must still also comply with the provisions contained in this clause 1.13.

(b) **Fencing Reserve Boundaries**

Where the Covenantor is the owner of any Lot which shares a boundary with a Reserve (Lots [1, 22, 23, 38, 63-68, 70-83]), they ensure any fencing along the shared boundary with a reserve shall be no greater than 1.5m in height and shall be solid post and rail fencing, except that, the above requirements do not apply to fencing along a lot boundary that is not shared with a Reserve.

(c) **Permitted Fencing**

(iv) Unless otherwise approved by the Developer in writing, the Covenantor shall not permit any other boundary fence to be erected or constructed on the Lot, except that which is of a size, specification and in the location as detailed in these Land Covenants.

(v) Unless otherwise approved by the Developer in writing, the Covenantor shall not permit any other fence or other structure, other than a letterbox, to be erected in the area between the Road Boundary or Right of Way Boundary and a line drawn parallel to the Road Boundary or Right of Way Boundary in line with that part of the Dwelling closest to the Road Boundary or Right of Way Boundary.

(vi) Where the Developer has, as part of the development of these Lots, installed a fence on the Lot, including fencing with Reserve Boundaries, the Covenantor shall not remove or modify such fence, including (without limitation), the attaching of any form of 'wind break', 'privacy screening' signage or decorative addition of any kind. Should a Covenantor wish to increase their privacy of the Lot it is suggested suitable landscaping and plantings be used inside of any fence which has transparent elements.

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(d) **Fencing of Superlots**

(i) Where the Developer has, as part of the creation of the Superlots, installed any fence along any boundary to the Superlots, then the Covenantee shall not:

a) for both any Reserve or Road Fronting fences, remove or modify such fence, including (without limitation), the attaching of any form of 'wind break', 'privacy screening' signage or decorative addition of any kind; or

b) erect any additional fencing inside the boundary of the Superlot (i.e. no double fencing).

(ii) Where the Developer has not installed any fence along any road boundary along any road front, the Covenantee shall not erect any fencing which:

a) exceeds 1.8m in height; and

b) is not approximately 50% solid fencing and approximately 50% transparent pool style fencing. For the purposes of this clause "transparent pool style fencing" shall mean of a kind that is that is at least 80% visually permeable; and

c) has not been subject to the Developers Approval in clause 1.20.

(e) **Fencing of Double Frontage Lots**

(i) In recognition of the larger road boundary of these Double Frontage Lots, and the desirability of allowing privacy, the Covenantor shall:

a) Ensure any fence is erected not less than 1 (one) metre from the boundary between the Lot and any legal road;

b) Ensure the fence is no higher than 1.8 metres above finished ground level; and

c) The total length of the fence does not exceed the 40% of the total length of the boundaries between the Lot any legal road. By way of illustration only, the Covenantee acknowledges that a curved fence, or fence that is parallel to the boundary, but which has a return, will comply with this restriction notwithstanding that in overall length of such fence may exceed the 40% threshold but not more than 45% unless the Developer has otherwise approved the same in writing.

1.14. Letterbox

Not erect a Dwelling without contemporaneously erecting a new letterbox of a design, colour and cladding consistent with the Dwelling, or as approved by the Developer in accordance with clause 1.20.

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1.15. Setbacks:

(a) The Covenantors of the Road Fronting Lots shall either comply with any road setback boundary rules set out in the Selwyn District Plan; and

(b) The Covenantors of Lots [1, 38, 63-68, 70, 71, and 77-83] shall comply with Council's minimum building setback of 5 metres from the bank of the water race, being that area marked as Lot(s) [300, 302, 305 and 306[on DP [DP INSERT] as applicable.

1.16. Completion of Landscaping, Driveways and Paths

Not permit the Dwelling to be occupied unless all driveways and paths are completed in permanent materials, all wooden boundary fences are stained or painted, and all unpaved areas are properly grassed or landscaped in accordance with the plans approved by the Developer in accordance with clause 1.20.

1.17. Satellite Dishes

Not place or allow to be placed on the Lot or Dwelling any aerials or satellite dishes unless the same comply with the following requirements:

(a) have a maximum diameter of one metre; and

(b) are situated at least four metres from the front façade of the Dwelling; and

(c) are mounted below the ridgeline of the roof of the Dwelling.

1.18. Entrance Features

In respect of Lots [63 and 83] DP [DP INSERT] the Covenantor of those Lots shall:

(a) maintain the [metal, stone and/or wooden] entrance feature that is constructed as part of the entrance situated in the areas shown as [ENTRANCE FEATURE DP REF 1 INSERT] and [ENTRANCE FRATURE DP REF 2 INSERT] on DP [DP INSERT] in a clean and tidy condition;

(b) not place, erect or permit to be placed or erected any structure or any plant to grow upon the Lot which will obscure the visibility of the entrance feature;

(c) not disconnect or otherwise interfere with any power supplied to any lighting or other illumination of the entrance feature; and

(d) notwithstanding the forgoing, agrees to allow the Covenantee the right at any time and at all times to inspect, maintain, repair, remove and replace the entrance feature.

1.19. Garden Sheds, Garden Ornamentation, Gas Bottles, Rubbish Bins and Clothes

Not place or allow to be placed on the Lot or Dwelling any garden shed (or similar minor ancillary structure to the Dwelling), brightly painted or decorated ornaments or fixtures, gas bottles, rubbish and/or recycling bins which are reasonably visible by any person standing on the footpath of any legal road or Right of Way, or allow any washing or other articles to be hung for drying or any other purpose (either inside or outside of the upstairs part of any two storey Dwelling), where

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it is visible from outside the boundaries of the Lot.

1.20. Developer to Approve Plans

Not commence any work on the Lot:

(a) without submitting to the Developer and receiving its approval for all building plans, including site plans (showing the position of the vehicle crossing and street lamps, street trees and any services that are located in front of or to the side of the Lot), specifications, fencing and landscaping plans (which shall be prepared by a qualified landscape designer and builder). Sole discretion lies with the Developer in approving building and site plans, specifications, fencing and landscaping plans, which shall comply with the Design Guidelines provided by the Developer to the Developer's satisfaction; and

(b) which does not conform to the plans approved by the Developer. Any variation to or deviation from the approved plans will be a breach of this clause and subject to the provisions of clause 4;

provided that this clause 1.20 will cease to apply and be of no further effect from the date that a Code Compliance Certificate is issued for the first Dwelling to be built on the Lot if such Code Compliance Certificate relates to a Dwelling approved of by the Developer in accordance with this clause 1.20. Provided further, the Covenantor acknowledges that the Developer has no legal responsibility or liability for the enforcement, enforceability or applicability of these covenants, nor does the Developer undertake to enforce or monitor compliance with these covenants on an ongoing basis.

1.21. Construction Fencing

Not commence construction on the Lot until temporary fencing has been erected on the entire length of all unfenced boundaries. The temporary fence must comprise removable wire or shade cloth (or other see-through material), be a minimum of 1.2 metres in height and have a rigid frame and in all circumstances be acceptable to the Developer at their sole discretion, and provide only one vehicle access to the Lot from the road or right-of-way.

1.22. Construction Zone Areas

Not commence construction on the Lot until a vehicle crossing of no more than four metres in width has been installed in a position approved by the Developer, the kerb cut down at the crossing and the driveway from the road or Right of Way to the Lot formed and suitably based. The Covenantor shall not make any use of the adjoining Lots (whether occupied or not) any berms (except at designated crossings) or footpaths for construction work or for access by vehicles.

1.23. Health and Safety Requirements

Not permit any construction unless the building site complies at all times with the requirements of the Health and Safety at Work Act 2015 (and its amendments) or any enactment passed in its substitution.

1.24. Delivery of Materials

Not undertake or permit during the course of construction the loading, unloading, delivery or storage of building materials other than within the boundaries of the Lot.

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1.25. Building Rubbish

Not carry out any construction unless an adequate rubbish skip is present at all times (and regularly emptied or replaced) nor allow during the course of construction any rubbish to blow outside the boundaries of the Lot.

1.26. Washing of Vehicles

Not during the course of construction allow any vehicles 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 Selwyn District Council and/or Environment Canterbury.

1.27. Portable Toilet Facility

Not permit the Covenantor's construction workers or contractors to use the Lot or any other area on within the development for toileting purposes. Prior to construction commencing, the Covenantor shall provide a suitable portable toilet facility for use by the Covenantor's construction workers and contractors.

2. APPLICATION TO LOT 104

2.1. The Dwelling, improvements and other structures located on Lot [104] Deposited Plan [INSERT] were established prior to the commencement of the development of Te Whaiawa by the Developer.

2.2. The Covenantor of Lot [104] may not be held liable for any breach or any continuing breach, provided the act or omission giving rise to the breach is antecedent to registration of these Covenants. Accordingly, where the Covenantor of Lot 104 is, at the date of registration, in breach of these Covenant, such breach(es) (including those in the nature that will continue) shall be deemed waived by the Developer and the Covenantees.

2.3. The Covenantor of Lot 104 shall duly observe these Covenants for all future acts undertaken on the Lot and any waiver given under this clause 2 shall not be construed as an absolute waiver of that covenant.

2.4. By way of example only, where the existing dwelling materials do not comply with clause 1.12, as at the date of registration of these Covenants, this breach shall be deemed waived and the Covenantor of Lot 104 may not be held in default under clause 4.1. This waiver shall not extend however to any new Dwelling contemplated (and approved by the Developer) on the Lot and the Covenantor shall comply with clause 1.12 for the new Dwelling.

2.5. Neither the Covenantor nor the Covenantee has any right, claim or remedy whether against the Developer, the Covenantor or the Covenantee in respect of any such waiver.

3. DISPUTE RESOLUTION

3.1. Except as it relates to the exercise of any discretion, opinion, approval or consent requested of the Developer 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.

3.2. If the dispute is not resolved within twenty 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.

3.3. If an arbitrator cannot be agreed upon within a further ten days, then an independent arbitrator will be appointed by the President for the time being of the Canterbury branch of the New Zealand Law Society.

3.4. Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.

4. DEFAULT PROVISIONS

4.1. 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 the Developer 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) reimburse the costs the Developer 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.

4.2. 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 email address of the lawyer or law firm that signed and certified the transfer of the Lot to the Covenantor.

5. AUTOMATIC CANCELLATION

5.1. The covenants in this instrument will immediately cease to apply to any Lot (or part thereof) which is:

(a) intended to vest in the Crown or any territorial authority as a road or reserve;

(b) created as a utility lot; or

(c) created as a future access lot which is shared as tenants in common with other lots;

created in any land transfer plan of subdivision, upon any survey plan relating to such vesting and/or creation of a utility or access lot being approved as to survey and being accepted for deposit by Land Information New Zealand.

5.2. The Covenantors and Covenantees covenant that this clause 5.1 will be deemed the consent of each Covenantee to the depositing of the land transfer plan of subdivision under section 224(b)(i)

of the Resource Management Act 1991.

5.3. If the Developer determines that any additional written consent is required from any Covenantee then the Covenantees, and each of them separately, irrevocably appoint the Developer as their attorney for the purpose only of signing any consent necessary in the form required by the Developer. This shall include a Client Authority and Instruction Form, any necessary deed, or other document. The power of attorney in this clause 5.3 may be used for the depositing of any land transfer plan of subdivision. to remove and/or revoke this Covenant Instrument from any land to be vested as road or reserve, or to be created as a utility lot access lot.

5.4. The power of attorney in this clause 5.3 may be utilised by the Developer either at the time of depositing of any land transfer plan, or if necessary, subsequent to that. This power of attorney is given for valuable consideration and is irrevocable.

6. GENERAL

6.1. 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 covenants in respect of one of more of the Covenantors, in which case the waived covenant(s) will not apply to the relevant Covenantor to the extent set out in the written waiver.

6.2. 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.

6.3. Neither the Covenantor nor the Covenantee has any right, claim or remedy whether against the Developer, the Covenantor or the Covenantee in respect of any such waiver or decision not to grant such waiver.

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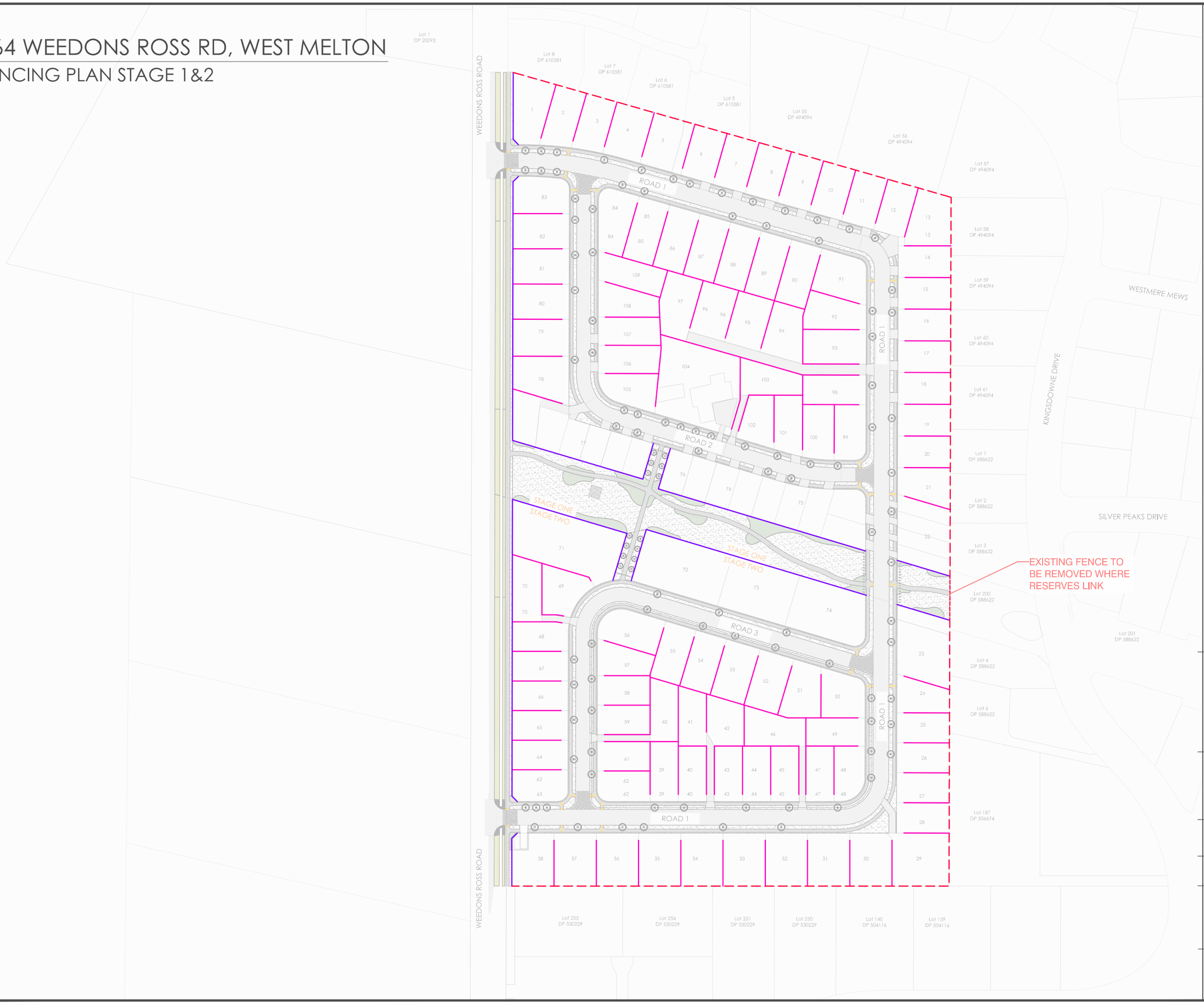
SCHEDULE 6 – FENCING PLAN

664 WEEDONS ROSS RD, WEST MELTON

FENCING PLAN STAGE 1&2



legend:

- 1.5m HIGH POST & RAIL FENCE
  Lm = 961
- 1.8m HIGH CLOSEDBOARD FENCE
  Lm = 3,408
- EXISITING FENCE
  Lm = 873
- EXISTING FENCE TO BE REMOVED
  Lm = 25

NOTE: FENCING TO START 4m BACK FROM ROAD BOUNDARIES

note:

1. Contractors to verify all dimensions on site prior to commencing work. Contractors are responsible for confirming the location of all underground services on site prior to commencing work. Figured dimensions to be taken in preference to scaled dimensions
2. Drawings to be read in conjunction with the Specification and BoQ
3. All works to be in accordance with the relevant engineering standards / Code of Practice
4. All plants to be offset 500mm from edge of paths and back of kerbs
5. Any driveway positions are indicative only and may vary with construction
6. Shop drawings to be signed off prior to construction
7. Plans to be printed in colour

dcm URBAN
DCM URBAN DESIGN LIMITED
10/245 ST ASAPH STREET
CHRISTCHURCH, NZ
WWW.DCMURBAN.COM

client / project name:
WEEDONS ROSS ROAD LP.
STAGE 1 & 2
RC245378 & RC245379

drawing name:
FENCING PLAN

drawing sheet:
Sheet 1 / 1

date	:	03/09/2025
designed by	:	CD
drawn by	:	CD
reviewed by	:	CG
scale (@ A3)	:	1:2000

project no / drawing no / revision:
2023_190B / L 100 / A