

CARTERS | ESTATE

# LAND COVENANTS

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**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor****CARTERS ESTATE LIMITED****Grantee****CARTERS ESTATE LIMITED, CARTERS ESTATE RESIDENTS ASSOCIATED INCORPORATED****Grant of Easement or *Profit à prendre* or Creation of Covenant**

**The Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** 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 (Nature and extent) of easement; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Restrictive Land Covenant	450786	Lot 1 DP 450786 (573460)	Lot 1 DP 450786 (573460)
		Lot 2 DP 450786 (573461)	Lot 2 DP 450786 (573461)
		Lot 3 DP 450786 (573462)	Lot 3 DP 450786 (573462)
		Lot 4 DP 450786 (573463)	Lot 4 DP 450786 (573463)
		Lot 5 DP 450786 (573464)	Lot 5 DP 450786 (573464)
		Lot 6 DP 450786 (573465)	Lot 6 DP 450786 (573465)
		Lot 7 DP 450786 (573466)	Lot 7 DP 450786 (573466)
		Lot 8 DP 450786 (573467)	Lot 8 DP 450786 (573467)

2. CARTERS ESTATE LAND COVENANTS

Restrictive Land Covenant	450786	Lot 9 DP 450786 (573468)	Lot 9 DP 450786 (573468)
		Lot 10 DP 450786 (573469)	Lot 10 DP 450786 (573469)
		Lot 11 DP 450786 (573470)	Lot 11 DP 450786 (573470)
		Lot 12 DP 450786 (573471)	Lot 12 DP 450786 (573471)
		Lot 13 DP 450786 (573472)	Lot 13 DP 450786 (573472)
		Lot 14 DP 450786 (573473)	Lot 14 DP 450786 (573473)
		Lot 15 DP 450786 (573474)	Lot 15 DP 450786 (573474)
		Lot 24 DP 450786 (573475)	Lot 24 DP 450786 (573475)
		Lot 25 DP 450786 (573476)	Lot 25 DP 450786 (573476)
			Lot 26 DP 450786 (573477)
			Lot 27 DP 450786 (573478)
			Lot 28 DP 450786 (573479)
			Lot 29 DP 450786 (573480)

**Easements or profits à prendre rights and powers (including terms, covenants and conditions)**

Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required

~~Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Restrictive land covenant Regulations 2002 and/or Schedule Five of the Property Law Act 2007~~

The implied rights and powers are hereby ~~[varied]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Restrictive land covenant Act 1952]~~

~~[the provisions set out in Annexure Schedule \_\_\_\_\_]~~

**Covenant provisions**

*Delete phrases in [ ] and insert Memorandum number as require; continue in additional Annexure Schedule, if required*

The provisions applying to the specified covenants are those set out in:

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Restrictive land covenant Act 1952]

[Annexure Schedule 1 ]

## **ANNEXURE SCHEDULE 1**

### **WHEREAS**

- A.** The Grantor being the current Registered Proprietor of the estates in fee simple of Lots 1 to 15, Lot 24 and Lot 25 (inclusive), DP 450786 (the Lots) being the Servient Tenements wishes to establish restrictive covenants over those Lots for the benefit of the Dominant Tenements to the intent that the respective Registered Proprietors or Owners of the Lots shall be bound by the stipulations and restrictions set out in this restrictive land covenant and that the respective Registered Proprietors and Owners of the Dominant Tenements may be able to enforce the observance of those stipulations.
- B.** Section 56 of the Property Law Act 2007 provides that a registered proprietor may convey to himself.
- C.** Section 278 of the Property Law Act 2007 provides that a covenant for the purposes of or incidental to the conveyance of property made by the registered proprietor with himself should be as though as if made with another.

This restrictive land covenant records that the Grantor as Registered Proprietor of the Lots hereby transfers to itself as Grantee all its estate and interest in the Lots and covenants with itself and the Carters Estate Residents Association Incorporated in accordance with the covenants detailed below to the intent that such covenants will be restrictive covenants running with each of the Lots for the benefit of the other Lots unless otherwise expressly stated in this restrictive land covenant and may be enforced by the Registered Proprietors for the time being of any one or more of the Lots at any time throughout the duration of these covenants as stipulated below.

**1. Definitions:**

**"Carters Estate"** means all development undertaken by Carters Estate Limited (accessed from Carters Road or Racecourse Road, Ashburton) including but not limited to the tennis court, golf hole, residential land, and all other associated infrastructure on the site

**"Common Land"** means the land owned by the Society as Registered Proprietor being Lots 26-29 inclusive DP 450786.

**"Developer"** means Carters Estate Limited or any other person or entity nominated by Deed by Carters Estate Limited.

**"Design Guidelines"** means the design guidelines issued by the Developer and as attached as **"Schedule A"** and as amended from time to time by the Developer.

**"Incorporated Society"** means Carters Estate Residents Association Incorporated.

**"Lot"** and **"Land"** means any residential section within the Carters Estate Development.

**"Owner"** means the Registered Proprietor(s) of any Lot within the Carters Estate Development.

**2. Term**

**2.1.** It is the intention of the Grantor and Grantee that the Lots set out in Schedule A should be bound by the stipulations and restrictions set out in this Land Covenant for a period of 20 years from the date of registration of this Land Covenant on the property titles to the Servient and Dominant Lots, however the requirement to be a member of the Incorporated Society shall continue in perpetuity.

**3. The Registered Proprietor of the title over which this covenant is registered shall:**

**3.1** Become a member of the Carters Estate Residents Association Incorporated and maintain such membership for so long as they are the Owner of the Land.

**3.2** Duly and Punctually pay all sums properly levied by the Society in accordance with the Rules of the Society, at such times, and in such manner as the Society requires.

**3.3** bide by the Rules of the Rules of the Society at all times, and all Regulations made pursuant to those Rules.

**3.4** Adhere to the Design Guidelines as issued and amended from time to time by the Developer.

**4. The Grantee shall not:**

- 4.1.** Erect or cause to be erected on any lot, any dwelling house, building, or other structure or undertake any alteration to the same unless:
- a) the plans for the same (including site plans and specifications) have been submitted to, and have been approved in writing by the Developer. In considering such approval, the Developer shall, in addition to clause 4.0 (Design Approval) of the Design Guidelines, take into account such matters relating to the proposed dwelling house, accessory building, or other structure as it, in its sole discretion, considers appropriate including but not limited to:
    - i.* Height;
    - ii.* External design (including roof, fences, and screens);
    - iii.* The relevance of the aforementioned height, siting and external design to natural light, view, privacy for adjacent properties, and the intention to establish a park like setting for the area be in compliance with the Design Guideline prepared by the Developer.
  - b)** it fully complies with the Design Guidelines prepared by the Developer.
  - c)** the dwelling is sited within the building platform for that particular lot, as indicated in the Appendices attached to the Design Guidelines.
- 4.2.** Construct a building on the lot other than a single new dwelling house and usual appurtenances.
- 4.3.** Construct a garage or accessory building on the lot unless it is designed to match the dwelling house.
- 4.4.** Erect or place on the land any structure, or construct, place or permit any caravan, hut or other structure for any kind of permanent or temporary use provided that this should not affect the right to keep a caravan on the property provided it is not used for residential purposes while on the property, and cannot be viewed from the Common Land owned by the Incorporated Society.
- 4.5.** Subdivide the property either by creation of a new Lot, cross lease development, or a unit title development.
- 4.6.** Build more than one dwelling unit on any one Lot.
- 4.7.** Place a dwelling previously located at a different premises upon any land on any Lot.
- 4.8.** Permit any building under construction to be left without substantial work being carried out for a period exceeding three months.

- 4.9.** Permit any rubbish to accumulate or be placed on the land, or permit any excessive growth of grass so that the same exceeds 200mm in height or otherwise becomes unsightly. The Developer shall have the right to remove any building material from the site at its sole discretion that may be detrimental to Carters Estate, with reasonable costs to be met by the Registered Proprietor of the site for which the building materials were removed.
- 4.10.** Carry out any earthworks or alterations of level to the land which will affect the natural drainage flow and the discharge of storm water to the swale system on Lot 26 DP 450786 or any other Lot in Carters Estate.
- 4.11.** Bring any action or proceedings or make a complaint or claim for any nuisance or damage in respect of golf balls entering the land from Lot 26 DP 450786, or attempt to restrict or confine the activities of Incorporated Society as owner of the Common Land.
- 4.12.** Operate any business from any lot or the common area without the prior written consent of the Developer.
- 4.13.** Erect any clothesline upon a Lot, unless it is placed in an area where it cannot be seen from the Common Land.
- 4.14.** Permit the land to be occupied or used as a residence either prior to the dwelling being completed (including driveways, pathways, letterbox, landscaping and seeding of lawns visible from the surrounding Lots or any road), and a Code Compliance Certificate has been issued.
- 4.15.** Cause any damage to any landscaping, irrigation, lawn, structure, improvement or any infrastructure whatsoever contained within Carters Estate. Should damage occur, the Registered Proprietor of the Lot whose Occupiers, Owners or invitees have caused the damage shall immediately repair such damage, if such damage is not immediately repaired then any person having the benefit of these covenants shall rectify such damage and be reimbursed for reasonable costs of such rectification by the Registered Proprietor of the Lot whose occupier or invitee has caused the damage.
- 4.16. Remove or relocate any tree or shrub from a lot or common area that was planted by the Developer without prior written consent of the Developer.
- 4.17. Permit the erection of any sign on the property other than a professionally sign written and installed sign marketing the dwelling or section for sale. The Developer shall have the right to remove any sign which in its sole discretion is unacceptable without prior warning.
- 4.18. Install or use any structure, surface or materials on any Lot which has the potential to result in contamination of the storm water system.

**5. The Grantee shall:**

- 5.1.** Comply with the Design Guidelines issued by the Developer; and
- 5.2.** Use the land in a way which ensures that views to and along the Common Land for all Lot owners within the development will be maintained so far as possible and that an open and spacious appearance of the Lots in a park like setting will be created.
- 5.3.** Integrate external service areas relating to any dwelling house erected on any of the Lots into the form of the building erected on the land so that rubbish, gas bottle, and other services are screened from off-site views.
- 5.4.** Comply with resource consent CRC1000605.2 in relation to storm water discharge from roofs, rights of way, hardstand areas, and other specific requirements referred to in that consent.
- 5.5.** Maintain all plantings undertaken by the Developer in which a Lot in perpetuity. Should any plant die or become diseased or damaged it shall be replaced within the next available planting season, by the registered proprietor of the lot upon which the plant was situated.

**6. Fencing Covenant**

- 6.1.** The Developer shall not be liable to contribute to the cost of any Fence erected on any Lot within Carters Estate.
- 6.2.** Construct any fence fronting the Common Area that has not received specific design approval of the Developer. Approval of any fence proposal or design may be declined at the Developer's sole discretion if the planned fencing is seen to potentially cause detriment to the intention that none of the lot boundaries will be fenced in any manner, to enhance the amenity value of Carters Estate as a park like setting. If the Developer should give such approval, then the Developer and the Carters Estate Residents Society, as the owner of the common area land, shall not be required to contribute to the cost of any such fencing.

**7. Developer's Liability/Enforcement**

**7.1.** The Developer shall have no liability whatsoever to any Registered Proprietor within Carters Estate for failing to act to enforce these covenants, or bring any subsequent liability relating to any breach of the covenants by any Registered Proprietor within the development.

**7.2.** The Developer may at its sole discretion waive compliance of one or more of the restrictive covenants in this document provided that it is satisfied that such waiver will not adversely affect the character and amenity value of Carters Estate as a park like setting.

**8. Dispute Resolution**

**8.1.** Any dispute arising between the parties relating to these covenants other than a dispute pursuant to clause 4 of the Design Guidelines shall be determined by a single arbitrator should the parties agree upon one, or failing agreement, by a single arbitrator to be appointed by the President for the time being of the Canterbury District Law Society, in accordance with the Arbitration Act 1996 or any statute enacted in substitution of that Act and for the time being in force.







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