

Covenant Instrument to note land covenant

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

Covenantor

Avant Developments Limited

Covenantee

Avant Developments Limited

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 (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	--	Lot 5 DP586983 - 1112312 Lot 11 DP586983 - 1112313 Lot 12 DP586983 – 1112314 Lot 13 DP586983 – 1112315 Lot 14 DP586983 – 1112316 Lot 15 DP586983 – 1112317 Lot 16 DP586983 – 1112318 Lot 32 DP586983 – Part 1112319 Lot 33 DP586983 – Part 1112320 Lot 34 DP586983 – Part 1112321 Lot 35 DP586983 – Part 1112322 Lot 36 DP586983 – Part 1112323 Lot 37 DP586983 – Part 1112324 Lot 38 DP586983 – Part 1112325 Lot 40 DP586983 – Part 1112326 Lot 41 DP586983 – 1112327 Lot 42 DP586983 – 1112328 Lot 43 DP586983 – 1112329 Lot 44 DP586983 – 1112330	Lot 5 DP586983 - 1112312 Lot 11 DP586983 - 1112313 Lot 12 DP586983 – 1112314 Lot 13 DP586983 – 1112315 Lot 14 DP586983 – 1112316 Lot 15 DP586983 – 1112317 Lot 16 DP586983 – 1112318 Lot 32 DP586983 – Part 1112319 Lot 33 DP586983 – Part 1112320 Lot 34 DP586983 – Part 1112321 Lot 35 DP586983 – Part 1112322 Lot 36 DP586983 – Part 1112323 Lot 37 DP586983 – Part 1112324 Lot 38 DP586983 – Part 1112325 Lot 40 DP586983 – Part 1112326 Lot 41 DP586983 – 1112327 Lot 42 DP586983 – 1112328 Lot 43 DP586983 – 1112329 Lot 44 DP586983 – 1112330 Lot 400 DP586983 - 1112332

Covenant rights and powers (including terms, covenants and conditions)

The provisions applying to the specified covenants are those set out in Annexure Schedule.

Annexure Schedule

Page 2 of 2 Pages

Insert instrument type

Covenant Instrument

Background

The intention of these land covenants is to establish and maintain an attractive high quality and well-designed rural residential development while providing for appropriate flexibility in the design and architecture of the Houses and other buildings and structures to allow for creativity and individuality within the development.

Interpretation

1. In these land covenants the following terms have the corresponding meanings provided below:
 - (a) "House" or "Houses" mean any residential building or House or part of a residential building or House which is intended to be used as a separate residence.
 - (b) "Owner" means any registered proprietor of any lot referred to as burdened land in Schedule A.
 - (b) "Property" or "Properties" mean any lot referred to as burdened land in Schedule A

House

2. The Owner agrees:
 - (a) Any house to be built on the land must remain in affinity and harmony with the surrounding environment in both context and colour.
 - (b) The minimum size House to be built is 180m² excluding garaging.
 - (c) Any other buildings (sheds) built on the land or moved onto the land must also remain in affinity and harmony with the surrounding environment in both context and colour.
 - (d) All House / building design must first be approved by Avant Developments Ltd.
 - (e) Previously lived in dwellings will not be moved onto the property without the written consent of Avant Developments Ltd, which shall not be arbitrarily or unreasonably withheld where such dwelling complies with the remaining covenants in this clause, will remain in affinity and in harmony with the surrounding environment in both context and colour, and will be completed in a manner that results in a high quality home consistent with the standards of the development.
 - (f) The Covenants set out in this clause will cease to apply 7 years after the covenants are registered against the title.
 - (g) Avant Developments Limited may appoint a representative to consider and decide upon any requests for approval under these land covenants. Such appointment may endure past the removal of Avant Developments Limited from the Companies Register. If Avant Developments Limited is removed from the register before the period outlined in 2(f) and has not appointed a representative to make these

decisions, any one of the directors of Avant Developments Limited immediately prior to its removal from the register will have authority to provide consent.

- (h) Avant Developments Limited reserves the right to register different covenants for different stages within the overall development.

Land Covenants

- 3. In addition to the building covenants above the Owner agrees they shall not upon the Burdened Land:
 - (a) Permit the growth of noxious weeds.
 - (b) Keep pigs, roosters, donkeys, bulls, or large aggressive dogs.
 - (c) Accumulate junk, scrap metal, disused vehicles, or any other materials.
 - (d) Conduct any commercial cattery, or kennel.
 - (e) Conduct any activity and/or other commercial operation that may give rise to excessive noise, odour, dust or the emission of light during the hours between dark and dawn.

No Complaint Covenant

- 4. The Owner acknowledges that the property is located within a rural area and that farming activities may be undertaken on land adjoining the property. The Owner agrees that the registered proprietors of the adjoining land will have the free and unrestricted right at all times to undertake any farming activity permitted by the relevant territorial authority including but not limited to:
 - (a) Dairy farming, sheep farming, dry stock grazing, cropping, orcharding or forestry.
 - (b) Any activity associated with the farming of animals or cultivation of the property including drainage, installation and the use and maintenance of dairies, animal feed pads and effluent storage and disposal system, the use of agricultural chemicals and fertilizers.
 - (c) the emission of noise and odours from any activities associated with generally accepted rural management practices.
 - (d) The Owner covenants not to lodge or submit against, nor take any legal or other action, or make any complaint or objection to any local or territorial authority in respect of any of the activities described above.

Breach

- 5. Acknowledging that the value of the benefited land may be affected by the standard of House/buildings erected on the Property and by failure to comply with these land covenants, the Owner covenants for the Owner personally and their executors, administrators and assigns that should the Owner fail to comply with, observe, perform, or complete any of the land covenants contained in this document and without prejudice to any other liability the Owner may have to Avant Developments Limited or any other person, the Owner will:
 - (a) Immediately undertake such remedial action as may be required by Avant Developments Limited, or any other owner of any Burdened Land once Avant Developments Limited ceases to be an owner of any lot within the development, including but not limited to permanently removing or causing to be permanently removed from the Property, any building or other structure so erected or repaired or other cause of any breach or non-performance of these land covenants.
 - (b) Pay on demand Avant Developments Limited's costs incurred in respect of the default and any enforcement or attempted enforcement over their rights such costs to include but not be limited to legal costs on a solicitor/client basis.

- (c) Pay interest at the rate of 15% 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 paid, provided that:
 - (i) except for those defaults notified to the Owner when it is a registered proprietor the owner shall only be liable while the Owner is a registered proprietor of the Property;
 - (ii) 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 costs and other expenses incurred by the party enforcing the said covenants shall abate to \$1.00 per day provided that this abatement shall not apply in respect of any subsequent default of a similar nature; and
- (d) The right of Avant Developments Limited to enforce these covenants by this clause shall continue for 12 calendar months from the date on which it ceases to be an Owner provided however, that Avant Developments Limited is under no liability whatsoever to enforce these land covenants.

Dispute Resolution

- 6. If a dispute in relation to any of these land covenants arises, the following process must be followed:
 - (a) the party initiating the dispute must provide full written particulars of the dispute to any other party/parties;
 - (b) the parties must promptly meet in good faith to try and resolve the dispute;
 - (c) if the dispute is not resolved within 14 working days of the written particulars being given to the party/parties, the dispute must be referred to arbitration in accordance with the Arbitration Act 1996 or any subsequent Act;
 - (d) the arbitration must be conducted by a single arbitrator to be agreed between the parties or failing agreement, by the President of the New Zealand Law Society; and
 - (e) the decision made by an arbitrator is binding on both parties.