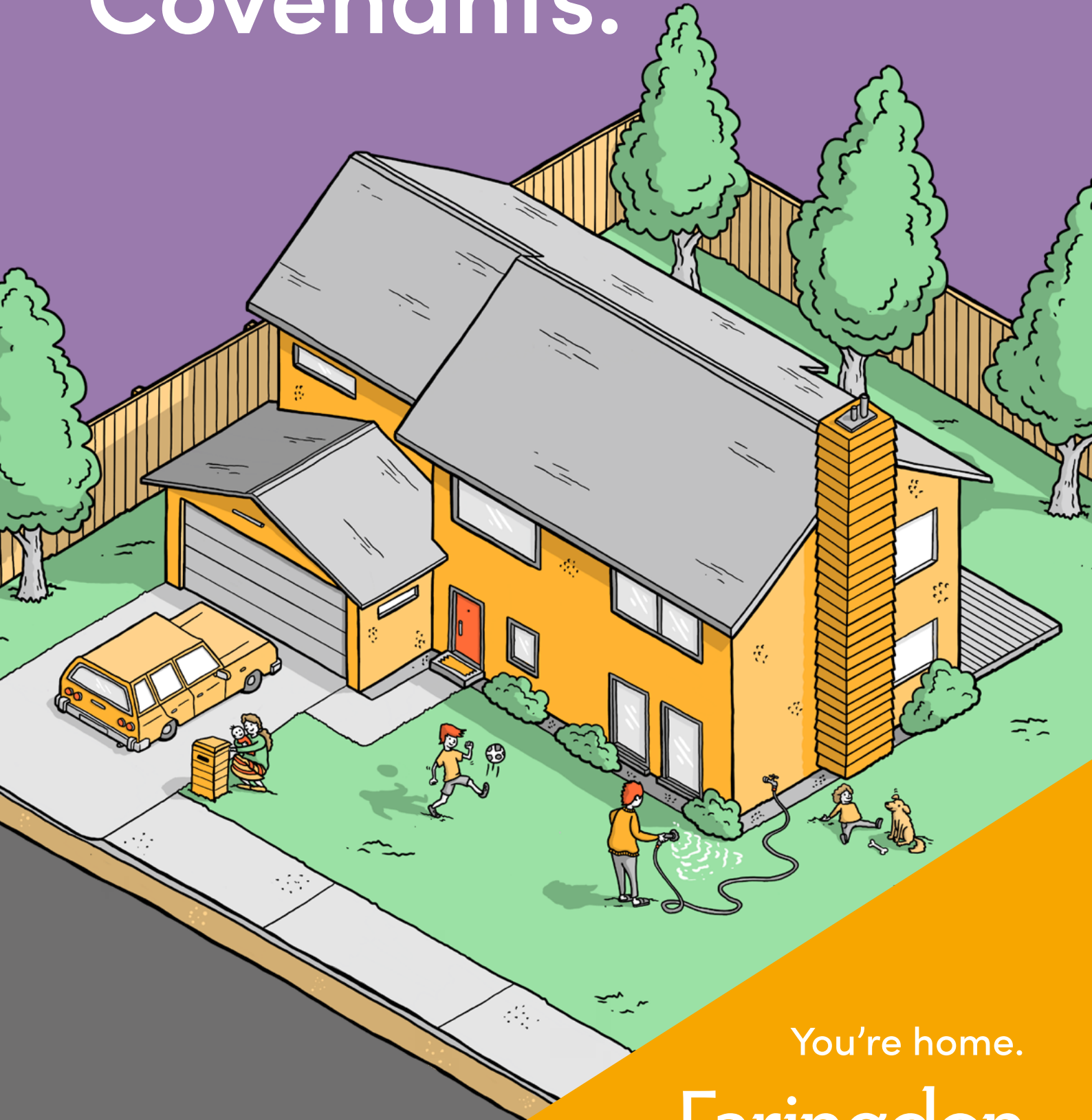


# Land Covenants.



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Faringdon  
Rolleston

# Contents

1. Land Covenants ("Covenants")	1
2. Interpretation	1
3. Approvals	2
4. Covenants	2
5. Enforcement	6
6. Dispute Resolution	6
7. Severability	6









# 1. Land Covenants (“Covenants”)

- 1.1. The Covenantor and the Covenantee wish to protect the visual concept and integrated appearance of the Faringdon Subdivision as a whole. To achieve this, the Covenantor hereby covenants with the Covenantee, as registered proprietors, as set out below and hereby requests that such covenants be noted against all the titles having the benefit and those having the burden of these Covenants.
- 1.2. These Covenants shall:
- run with each residential Lot in the relevant Stage of the Faringdon Subdivision, (subject to the right of Hughes Developments Limited to include further Lots in, or exclude Lots from, the Covenants, as it sees fit in its discretion); and
  - be for the benefit of and appurtenant to each residential Lot in the relevant Stage of the Faringdon Subdivision, (subject to the right of Hughes Developments Limited to include further Lots in, or exclude Lots from, the Covenants, as it sees fit in its discretion); and
  - all expire on **1 January 2036** and be void for all purposes including antecedent breach.
- Provided that and notwithstanding the foregoing, the within Covenants shall cease to have any effect on any allotments which shall vest or be dedicated as road or reserves in any subsequent stages of the Subdivision. Such date of cessation shall be the date of approval of the subdivision plan for the relevant stage by the territorial authority.
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## 2. Interpretation

- 2.1. For the purposes of these Covenants:
- “Allow”** includes do, facilitating, permitting and suffering.
  - “Approval”** or **“Approved”** means an approval or consent obtained in accordance with clause 3 of these Covenants.
  - “Building”** includes all structures and construction, including (but not limited to) dwelling houses, flats, units, garages, glass-houses and sheds.
  - “Completion Certificate”** means a certificate issued by Faringdon confirming that all Buildings and Landscaping Features have been completed in accordance with the terms of these Covenants and the Construction Manual.
  - “Construct”** and **“Construction”** includes to install, erect, plant, complete relocate, repair, renovate, replace or place on the Land, Lot or in any Building and also includes **“Allow”** to construct.
  - “Construction Manual”** means the manual published by Faringdon setting out compliance issues for the design, building specifications, and layout of Buildings together with the Landscape Features, and the use of the Land during the period of construction.
  - “Corner Lot”** means any Lot having two street fronting boundaries.
  - “Faringdon”** means Hughes Developments Limited.
  - “Fencing Manual”** means the manual published by Faringdon setting out the design and specifications for fencing and Landscape Features constructed by Faringdon and located on (whether wholly or partly, or adjacent to) any Lot as at the date of these Covenants.
  - “Land”** and **“Lot”** means any lot having the burden and/or the benefit of these Covenants as described in clause 1.2 above.
  - “Landscape Features”** includes all fences, walls, stone columns, wind-breaks, washing lines, letterboxes, satellite dishes, street &/or house numbering and the design of that lettering or numbering), kerbs, footpaths, road frontages, planting of trees, shrubs and plants, driveways, driveway crossings, entranceways and concrete areas.
  - “Primary Street Frontage”** means, in respect of a Corner Lot, the street facing boundary upon which the driveway has been or is to be constructed.
  - “Secondary Street Frontage”** means, in respect of a Corner Lot, the street facing boundary upon which no driveway has been or is to be constructed.
  - “Subdivision”** and **“Faringdon Subdivision”** means all of the residential Lots contained on DP [ ] and on any other land title plan deposited at Land Information New Zealand by Hughes Development Limited in respect of land located around Goulds Road, East Maddisons Road, Dunns Crossing Road and Selwyn Road, Rolleston, and shall include any subsequent stages in the Subdivision.
- 2.2. The following provisions shall apply in the construction and interpretation of this instrument (unless the context otherwise requires):
- the headings are for convenience only and shall not affect the interpretation of this instrument;
  - words importing the singular number include the plural and vice versa and the masculine gender includes the feminine and neuter genders and vice versa;

### 3. Approvals

- 3.1. All approvals or consents required by these Covenants shall be in writing from Faringdon (or its appointed agent) and shall be:
- obtained by the Covenantor prior to any work being carried out on the Land; and
  - shall be given or refused in the sole, absolute and unfettered discretion of Faringdon; and
  - subject to Faringdon reserving its right to approve requests for one party without creating any form of precedent for another party. Further, Faringdon may refuse an identical request from another party without having to give reasons.
- 3.2. When Faringdon exercises its discretion (as referred to in clause 3.1 above), it may also take into account its own assessment of the effects on any land, Building, the visual concept, or integrated appearance of all or any lots in the Subdivision.
- 3.3. Without limiting its discretion, Faringdon may refuse to approve some dwelling or alteration plans or landscape designs and plants if such could, in its sole opinion, have a shade or other detrimental or negative affect on other Buildings or other land in the Subdivision, now or at a later date.
- 3.4. In considering any request from a Covenantor for a Completion Certificate in respect of a particular Lot, Faringdon will assess whether the Building and all Landscape Features have been constructed or planted on that Lot in compliance with:
- Any plans previously approved by Faringdon;
  - the terms of any other Approval given by Faringdon in relation to that Lot;
  - the terms of this Covenant;
  - the terms of the Construction Manual; and
  - the terms of the Fencing Manual.
- 3.5. The address of Faringdon (or its agent) for approvals is the office for the time being of Faringdon which at the date hereof is 21 Worcester Boulevard, Central City, P.O. Box 848, Christchurch 8140 (email: jane@hughesdevelopments.co.nz).
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### 4. Covenants

#### Prior approval of Building Plans

- 4.1. Without first receiving the Approval of Faringdon the Covenantor shall not commence construction of any Building, use any building plans, site plans, specifications (including all exterior colour schemes) which have not been Approved by Faringdon prior to any site work or Building commencing.

#### Approval of Landscape Plans

- 4.2. Without first receiving the Approval of Faringdon the Covenantor shall not commence construction of any Landscape Feature (which includes any fences), use any landscaping and/or all planting plans, or fencing designs, which have not been Approved by Faringdon prior to any construction of Landscape Features commencing.
- 4.3. Without limiting clause 4.2 above, landscaping plans shall be:
- Submitted to Faringdon for Approval not later than **three (3) months** following the submission of any building plans under clause 4.1 above; and
  - Shall be prepared by a landscape designer or landscape architect in a digital format and not in hand-drawn form; and
  - Shall include sufficient detail to clearly identify plant quantities, locations, species and grade, together with all driveway specifications, fencing elevations (including stain colour), letterbox design and any other Landscape Features.

#### Occupation as Residence

- 4.4. Without first receiving the Approval of Faringdon the Covenantor shall not allow any Building on the Land to be occupied as a residence in any way until, (with respect to all Buildings and Landscape Features on that same Lot):
- the Code Compliance Certificate(s) has been issued by either the Selwyn District Council or an approved Building Certifier; and
  - the Buildings and all Landscape Features have been completed in accordance with all the terms of these Covenants (including the terms of any Approval granted by Faringdon) and the Construction Manual; and
  - all exterior work and decoration, as approved, are completely installed; and
  - all driveways, paths, fences and other Landscape Features are completed in accordance with these Covenants (including the painting, staining or finishing of all fences); and
  - all unpaved areas viewable from the street are properly grassed or/and landscaped according to the Approved plans; and
  - The Covenantor has requested and received from Faringdon a Completion Certificate.

## Building

- 4.5. Without first receiving the Approval of Faringdon the Covenantor **shall not**:
- a. Construct on the Land any relocated Building or any Building or Landscape Feature other than one constructed on site from new, unused materials.
  - b. Use exterior cladding of any material for any Building other than brick, colour steel, natural stone, textured plaster, stained timber plywood or stained timber weather-board, surface coated concrete block, stucco, linear weatherboards, solid plaster or glazing or a combination of the above.
  - c. Leave the outside of any Landscape Feature or Building unfinished, or any exterior walls or doors unpainted or unstained except where cedar cladding or decorative brick/stone are used.
  - d. Use as a roofing material on any Building any material other than:
    - i. Tiles, (including clay, ceramic, concrete, decramastic, pre-coated or pressed steel), or
    - ii. Colour steel (including pre-painted, long-run pressed or rolled steel), or
    - iii. Wooden shingles, or
    - iv. Slate, or
    - v. Membrane roofing, or
    - vi. A roofing material approved by Faringdon.
  - e. Allow the Land to be used for any form of temporary residential purposes either by the construction of temporary Buildings or by the placement of caravans, huts and/or vehicles able to be used for human habitation.

## Site Coverage

- 4.6. Without first receiving the Approval of Faringdon [or unless expressly permitted by these Covenants in respect of a particular Lot], the Covenantor **shall not**:
- a. Construct or place or permit to be placed on the Land any Building (which is to be used as a residence):
    - i. Which has a floor area of less than 140m<sup>2</sup> (including a garage under one roof) on Lots less than or equal to 550m<sup>2</sup> in area; or
    - ii. Which has a floor area of less than 170m<sup>2</sup> (including a garage under one roof) on Lots more than 550m<sup>2</sup> in area but less than or equal to 650m<sup>2</sup> in area; or
    - iii. Which has a floor area of less than 190m<sup>2</sup> (including a garage under one roof) on Lots more than 650m<sup>2</sup> in area.
  - b. Construct on any Lot more than one Building to be used as a residence.
  - c. Construct what is in the reasonable opinion of Faringdon, a Building greater in height than one storey.
  - d. Construct on any Lot a single garage unless a separate car parking area is also provided within the Lot which area shall not impede or otherwise interfere with clear access to the said garage.

## Street Frontage

- 4.7. Without first receiving the Approval of Faringdon the Covenantor **shall not**:
- a. Construct or place or permit to be placed on any Lot which is not a Corner Lot any Building (which is to be used as a residence):
    - i. Which has a building setback of less than 3.0m from the front boundary on Lots less or equal to 550m<sup>2</sup> in area, as set out in the appendices to the Construction Manual; or
    - ii. Which has a building setback of less than 4.0m from the front boundary on Lots more than 550m<sup>2</sup> in area, as set out in the appendices to the Construction Manual.
  - b. Construct or place or permit to be placed on any Corner Lot any Building (which is to be used as a residence):
    - i. Which has a building setback of less than 4.0m from the Primary Street Frontage boundary and a building setback of less than 3.0m from the Secondary Street Frontage boundary on Lots less than or equal to 550m<sup>2</sup> in area, as set out in the appendices to the Construction Manual; or
    - ii. Which has a building setback of less than 4.0m from each of the Primary Street Frontage boundary and the Secondary Street Frontage boundary on Lots more than 550m<sup>2</sup> in area, as set out in the appendices to the Construction Manual.
  - c. Construct or place or permit to be placed on the Land (including a Corner Lot) any Garage structure:
    - i. Which has a building setback of less than 5.5m from the front boundary on any lot where the garage door faces the road, as set out in the appendices to the Construction Manual; or
    - ii. Which has a building setback of less than 4.0m from the relevant boundary on any lot where the garage door does not face the road, as set out in the appendices to the Construction Manual.

## Fencing provided by Faringdon

- 4.8. The Covenantor shall be solely responsible for the ongoing Maintenance of any Landscape Features (including fences and landscape plantings) constructed by Faringdon (in accordance with the Fencing Manual) and located wholly or in part on, or adjacent to, the Covenantor's Lot.
- a. "Maintenance" includes:
    - i. in respect of any boundary fencing, feature wall or stone columns, the cleaning, repair, renewal, resurfacing and any necessary reconstruction of all parts; and

## 4. Covenants (Continued)

- ii. in respect of landscape plantings, the weeding and watering of all plantings, removal of rubbish, and maintaining all hedges to a height of 1.5 metres.
  - in each case so as to keep such features neat, tidy and to a high standard of presentation and repair (to the satisfaction of Faringdon).
  - b. Without first receiving the approval of Faringdon, the Covenantor shall not alter the location, design, exterior coating/sealer, materials, colour or structure of any boundary fencing, feature wall or stone column, nor alter the layout of any landscape plantings.
  - c. A breach of the Covenantor's Maintenance obligations under this clause 4.8 shall include:
    - i. Removing or modifying any such fence or other Landscape Feature without first receiving the Approval of Faringdon; or
    - ii. failure by the Covenantor to replace such fences or Landscape Features with the same or similar kind where they have deteriorated or been damaged.
- 4.9. Without first receiving the Approval of Faringdon the Covenantor **shall not:**
- Fences constructed by Covenantor**
- a. Construct on any Lot any fence:
    - i. between the front building façade of any dwelling constructed on the Lot and the Primary Street Frontage of such Lot; or
    - ii. parallel to a Primary Street Frontagethat does not comply in all respects with the Construction Manual including in relation to (but without limitation) set-back, height, type and plantings.
  - b. Construct on the Land any contractor's temporary fence other than as set out in the appendices to the Construction Manual.

### Fencing along Internal Boundaries

- 4.10. The Covenantor shall be obliged to construct side and rear boundary fences between the Lot and any adjoining residential Lot, right of way or utility lot, which fences shall comply in all respects with the Construction Manual.

### Fencing Covenant and liability for contributions

- 4.11. The Covenantor shall be bound by a Fencing Covenant within the meaning of section 2 of the Fencing Act 1978.
- 4.12. Subject to clause 4.11 above, the registered proprietor of any Lot who takes title with an approved boundary fence (on any side or rear boundary of the Lot) already constructed on it, which has been paid for in full by the adjoining Lot owner(s) or Faringdon (the "**Neighbour**") who remains un-reimbursed for it, shall be liable to reimburse each such Neighbour for 50% of the actual or reasonable cost of that boundary fence.
- Provided that the obligation to reimburse under this clause 4.12 will not apply to any privacy fencing or landscape feature fencing constructed or completed by Faringdon in accordance with the Fencing Manual.
- 4.13. Any Covenantor who constructs a fence on a boundary adjoining a right of way or private lane shall be solely responsible for the cost of construction of such fence and shall not be entitled to seek a contribution from any other Lot owner (including, for the avoidance of doubt, from the registered proprietor of any burdened land subject to the right of way).

### Driveway Covenant

- 4.14. Without first receiving the Approval of Faringdon the Covenantor shall not construct a driveway crossing other than as set out in the appendices to the Construction Manual.
- 4.15. Without first receiving the Approval of Faringdon the Covenantor shall not construct a driveway crossing over a swale other than as set out in the appendices to the Construction Manual.

### General

- 4.16. Without first receiving the Approval of Faringdon [or unless expressly permitted by these Covenants in respect of a particular Lot], the Covenantor shall not:
- a. Allow construction, maintenance or repair of footpaths, driveways, driveway crossings, entranceways and any concrete areas on the Land, the plans and specifications of which have not been approved by Faringdon. In particular, such driveway construction must be of one of the following: – plain concrete, exposed aggregate concrete, paving blocks, paving bricks, cemented stone or grouted tiles, asphalt concrete with concrete or tiled kerb edging.
  - b. Allow maintenance of any Building or Landscape Feature to deteriorate whereby the standard of presentation is either:
    - i. less than that represented in the rest of the Subdivision, or
    - ii. unreasonable, taking into account fair wear and tear and the original condition at time that the residential Building on the Land was occupied as a residence.
  - c. Erect any letterbox without prior approval of Faringdon.
  - d. Allow any satellite dish, garden statues, fountains or any other exterior ornamental decoration or similar garden or Landscape Feature on the Land to be reasonably visible by any other occupier in the Subdivision standing on any kerb, street or road in the Subdivision.

## 4. Covenants (Continued)

- e. Allow any advertisement, sign or hoarding of any kind to be erected on any part of the Land or any Building (except for compulsory statutory signage, real estate signage pending sale and builder's signage during construction and pending sale). All such signage (including its construction and location) must be approved by Faringdon prior to construction.
  - f. Allow any Buildings, grass, weeds, rubbish, noxious substances or other deleterious matter on the Land, which is or is likely to become unsightly, or a nuisance or an annoyance to other occupiers in the Subdivision.
  - g. Position any heat pump or gas cylinder within view from the road.
  - h. Position any boat, caravan, trailer or the like that is visible from the road.
  - i. Allow any animal (including dogs and other domestic pets) to be kept in or about the Land or Building that is, or is likely to cause, a nuisance or annoyance to other occupiers in the Subdivision or to detract from the Subdivision as a whole. In particular, not to allow on or about the Land any dog which in whole or in part, resembles any of the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds, without prior approval from Faringdon.
  - j. Allow a "Subdivision of Land" of the Lot (with the meaning given to those words by the Resource Management Act 1991).
  - k. Allow any easement or "Easement Facility" (as defined by the Land Transfer Regulations 2002) to be agreed to, granted or registered on the Lot.
- 4.17. The Covenantor shall comply with the conditions contained in any Environment Canterbury Resource Consent insofar as the conditions relate to the Covenantor's Lot.
- Consent Matters** *[These Covenants may be contained or replicated in a separate Covenant in Gross in favour of the Vendor]*
- 4.18. The Covenantor:
- a. Will not directly or indirectly in any manner oppose, object to or appeal any applications for resource consents, Plan change applications, or other consents or approvals (including appeals) by:
    - i. Hughes Developments Limited in relation to land in the Subdivision, or the Rolleston district; or
    - ii. any successor in title of Hughes Developments Limited in relation to the establishment of a Supermarket and/or other retail activities, associated carparks, surrounds and access to, from and through it, on any area within the Faringdon Subdivision]; or
    - iii. any successor in title of Hughes Developments Limited in relation to the establishment of a Retirement Village, associated carparks, surrounds and access to, from and through it, on any area within the Faringdon Subdivisionbut will support, give consent to and sign any consents or other forms required by Hughes Developments Limited or successor in title to Hughes Developments Limited to such applications or appeals; and
  - b. Will sign any other related or associated documentation to give effect to this clause 4.18 and its general tenor.



## 5. Enforcement

- 5.1. If there is any breach or non-observance of any of the foregoing Covenants (and without prejudice to any other liability which the Covenantor may have to any other person having the benefit of these Covenants) the Covenantor in breach agrees to and shall, at their cost, (with respect to each individual breach):
- Upon written notice being given by the Covenantee, (or its agent, or any other party having the benefit of these Covenants) to the party in breach, pay to each such notice giver agreed liquidated damages in the sum of \$250.00 (Two Hundred and Fifty Dollars) per day for every day that such breach or non-observance continues after the date 30 days after the date upon which each written notice has been given; and
  - Forthwith upon receipt of such notice to remove or cause to be removed from the land any Building, planting, Landscape Feature or other item erected on the Land in breach or in non-observance of the foregoing Covenants; and
  - Forthwith upon receipt of any such notice to replace any such building materials or other non-conforming item used in breach or non-observance of the foregoing Covenants with the approved materials; and
  - Carry out such other remedial work specified in the notice and any other work so as to remedy such breach or non-performance of these Covenants.
- 5.2. The Covenantee and the Covenantor agree that Faringdon does not have nor shall have any legal responsibility or liability for the enforcement, enforceability, applicability or lack of action with respect to enforcement or applicability of any of these Covenants. In addition, apart from the exercise of its discretion with respect to consents, approvals or disapprovals of matters referred to in these Covenants, Faringdon does not undertake to enforce or monitor compliance of these Covenants. The Covenantor (being the registered proprietors of Lots within the Subdivision) jointly and severally also agrees to keep Faringdon indemnified, free and harmless from any claim, liability, loss or action arising against it or its agents in this regard.
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## 6. Dispute Resolution

- 6.1. Except as relates to the exercise of any discretion, opinion or consent requested of Faringdon under these Covenants, and without prejudice to the Enforcement provisions of this document, if any dispute arises between or among the parties concerning the Covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.
- 6.2. If the dispute is not resolved within twenty working days from the date on which the parties begin 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.
- 6.3. If an arbitrator cannot be agreed upon within a further ten (10) days, then an independent arbitrator will be appointed by the President for the time being of the New Zealand Law Society.
- 6.4. Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its Amendments) or any enactment passed in its substitution.
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## 7. Severability

- 7.1. If any part of these Covenants are held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of these Covenants, which shall remain in full force.



## Notes

[illegible]



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**HUGHES  
DEVELOPMENTS**