

LAND COVENANTS



IZONE SOUTHERN BUSINESS HUB





I Z O N E

SOUTHERN BUSINESS HUB

Land covenants at a glance

This is your initial guide to the covenants that pertain to ownership, construction and landscaping at Izone. For a detailed schedule of all covenants please refer to the document attached to the Sale and Purchase agreement for sales of land at Izone.

The point of contact is the Izone Development Manager

Contact details:

RD Hughes Developments Limited

PO Box 848

Christchurch

Ph 03 379 2609

Fax 03 379 2609

Email: izone@rdhdev.co.nz

1. BEFORE BUILDING

The purchaser will not erect any fence, construct any building, lay out or form any pathway, driveway or parking area, commence any landscaping or construct any building or commence any use of the property without first obtaining written approval from the Izone Development Manager of:

- (a) The location design dimensions and materials of any fence;
- (b) The location of any pathway, driveway, or parking areas, planting plans including plans and specifications for automated landscaping irrigation systems;
- (c) The plans, including site plan and specifications for the proposed building; and
- (d) The transferee's proposed use of the property.

2. THE SELWYN DISTRICT COUNCIL RESERVES THE RIGHT TO

In giving or withholding its approval under clause 1 the Izone Development Manager may, without limitation have regard to:

- (a) The architectural merit of the street appearance of the building, including but not limited to the external colour scheme and building materials of the building.
- (b) The scale of the building when observed from the road.
- (c) The set back of the building and fences from the road.
- (d) The suitability of the proposed landscaping to screen the building, hardstand and parking areas from the road and adjoining properties.
- (e) The suitability of the design of the building and hardstand to minimise the effects of noise and light spill from the property, in the event of night time operations on the property.
- (f) The effectiveness of the proposed irrigation system.
- (g) The extent of landscaping as a percentage of the land not occupied by buildings.
- (h) The suitability and location of the proposed parking areas to minimise overflow parking on the road.
- (i) The suitability of the proposed landscaping to integrate with and contribute to the intended landscape character of the Selwyn District Council's (in its own right and not in its capacity as transferor) development.

3. YOUR OBLIGATIONS

The purchaser will:

- (a) Not permit or suffer any rubbish or second hand material to accumulate or be placed on the property other than in suitable receptacles or permit any excessive growth of grass so that the same exceeds 150mm in height or otherwise becomes unsightly. For the avoidance of doubt this clause will not prevent the storage of pallets on the property.
- (b) No permit or suffer any building in the course of construction to be left without substantial work being carried out for a period exceeding three (3) months and to complete construction of any such building within twelve (12) months of the commencement of work.
- (c) Not use or permit to be used in any building on the property second-hand materials nor to use or permit or suffer to be used any building materials other than brick, stone, concrete or timber weatherboards for any outer walls or facing without first obtaining the written permission of the Izone Development Manager PROVIDED that the transferee may use other commonly acceptable building materials subject to the written permission of the Izone Development Manager.
- (d) Not, without the Izone Development Manager's prior written approval, erect or permit the erection of any building or hardstand area within 10 metres of any boundary of the property adjoining road.

Notwithstanding the requirement in Clause 3(e) to not erect buildings or hardstand areas within 10 metres of the road boundary, it is generally accepted that the Izone Development Manager will agree to allow hardstand/parking areas between the building and the landscape strip. This means that 7 metres of land is likely to be available for parking between the building and landscape strip and an approval is likely to be granted on a case by case basis.

However, the setting aside of the 3 metre planting strip and the setback of buildings 10 metres from the road boundary are not matters that will be varied.

- (e) Complete the landscaping of the property within three months of completion or occupation whichever is earlier of contraction of any building on the property.
- (f) In the event that any landscaping is damaged or destroyed, or any tree or plant forming part of the landscaping dies or becomes diseased will take all responsible steps to replant and reinstate the landscaping.

4. DISPUTES REGARDING PLAN APPROVAL

If there is any difference or disputes as to the matters to be taken into account in approving the plans (including the site plans) and the specifications under clause 1 and 2 then this shall be referred to the arbitration of the President of the New Zealand institute of Architects as nominee in accordance with the Arbitration Act 1998.

5. AVOIDANCE OF DOUBT

For the avoidance of doubt the transferee and transferor agree that:

- (a) The provision of clause 1 to 3 apply notwithstanding that rules in the district plan or plans under the Resource Management Act 1991 affecting the property may deal with the same or similar issues.
- (b) The granting of a resource consent under the Resource Management Act 1991 or a building consent under Building Act 1991 by the Selwyn District Council in its capacity as a territorial shall not constitute an approval for the purposes of clauses 1 to 3.

6. BOUNDARY FENCES

The transferee will not call upon the transferor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the property and any adjoining land of the Transferor provided that this covenant will not ensure for the benefit of any subsequent registered proprietor of any adjoining land.

7. BREACH OR NON-OBSERVANCE

If there is any breach or non-observance of any of the foregoing covenants then, without prejudice to any other liability which the transferee may have to the transferor and any person or persons having the benefit of the foregoing covenants, the transferee will upon written demand being made the transferor:

- (a) Remove or cause to be removed from the land any second hand or used dwelling, garage, carport, building or other structure constructed, erected or placed on the land in breach or non-observance of the foregoing covenants.
- (b) Replace any building material used and not permitted to be used in breach or non-observance of the foregoing covenants.

8. DISPUTES BETWEEN PROPRIETORS

Any disputes or difference between the registered proprietors as to the interpretation of these provisions or as to the rights or liabilities of any registered proprietors or whether of any like nature shall be determined by a single arbitrator. In case the parties cannot agree upon the appointment of a single arbitrator within seven days then any party may request that the President of the Canterbury District Law Society appoint the arbitrator. The reference of such dispute will be a submission to arbitration under the Arbitration Act 1996 or any status modifications or re-enactment.

9. FINALLY

The above mentioned covenants shall:

- (a) Apply from the date of this transfer and continue until the 12th anniversary of the dates of this transfer after which date these covenants shall be of no further effect;
- (b) Be for the benefit of all the dominant tenements set out in Schedule A.

Approval in relation to any of the above matters is required from the Izone Development Manager as obtaining a building consent from the Selwyn District Council is not deemed to cover the covenant issue.



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If you are unsure about any of the details contained in this document or would like to discuss any of the points covered within please phone **03 379 2609**



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For all enquiries regarding Izone please
contact the Development Manager:
RD Hughes Developments Limited,
PO Box 848, Christchurch,
Ph: 03 379-2609, Fax: 03 379 2609,
Email: izone@rdhdev.co.nz



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