

... *PROTECTIVE COVENANTS* - Stage 2..



THE Purchaser acknowledges and agrees with the Vendor that each lot in the Vendor's subdivision forms part of a development which is intended to be established as a modern and well designed subdivision and it is desirable that supervision and control be exercised by the Vendor for the protection of and in the interests of all Purchasers in relation to the nature and type of construction to be permitted in the subdivision. In recognition of these objects the Purchaser for his lot and for the benefit of all other residential lots comprised in the subdivision DOES HEREBY AGREE with the Vendor and will covenant whether by deed, transfer or otherwise as required, with the Vendor, or such other person or persons as are nominated by the Vendor (including its successors in title) for the Purchaser and his executors, administrators, assigns and successors in title in relation to the lot purchased as follows:-

- (i) Not to erect any building other than a new residential home. At the sole discretion of the Vendor, a pre-built transportable or relocatable house may be approved for resiting.
- (ii) Not to erect or allow to be erected a dwellinghouse of a floor area less than 110 square metres except for the dwellinghouse on Lot 101, and if of a floor area of less than 150 square metres to have any such plans and specifications approved in writing by the Vendor prior to application for a building consent for such a dwellinghouse. (The floor area measurement to be exclusive of garage, carports, decking, breezeways and roof overhang). In determining whether or not to approve the plans and specifications, the Vendor will take into account the appearance of the proposed dwelling in relation to the appearance of other dwellings in the subdivision to the intent there should be a range of style, design and appearance of dwellings within the subdivision. Any Vendor approval shall be at the sole discretion of the Vendor.
- (iii) To construct any dwellinghouse with a minimum of 60% of the non-glazed exterior cladding of the dwelling consisting of any of the following materials: kiln fired or concrete brick, stucco textured finish, stone, vinyl, timber or solid weatherboard at least 16mm thick with a maximum finished width not exceeding 180mm, or any other exterior cladding material for which the Purchaser has first obtained the Vendor's consent in writing. Any dwelling with an exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured at the time of construction in such a manner as to fully cover the base material.

Where a residence has a basement, exposed subfloors, framing and/or decks, the exposed areas shall be underclad or sheath-lined out in permanent materials in conformity with the main parts of the residence.
- (iv) To construct a minimum of one carport which is to be attached to the dwellinghouse, or one garage which can either be attached to the dwellinghouse or separate from the dwellinghouse. In either event, the carport or garage must be constructed in the same architectural style with the same cladding materials as the dwellinghouse and comply with local authority requirements.
- (v) Not to use any metal clad roof that has not been factory pre-painted or any roofing material, which will create a glare offensive to adjoining property owners.
- (vi) Not to erect any more than one single family dwellinghouse on the land nor subdivide the land further except for Lots 101, 105, 106 and 108.
- (vii) Not to construct any road on any part of the said land which provides access to any other land adjoining the said land without the prior approval of the Vendor.
- (viii) To complete any building within 9 months of commencement of laying down the foundations for such building and further within that 9 month period construct in a proper and tradesmanlike manner a driveway, or vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving, or sealing. Lawns are to be laid and landscaping undertaken immediately following completion of the dwellinghouse taking into account the time of the year and weather conditions.

- (ix) Not to bring on to or to allow to remain on the land or any internal road of the subdivision any temporary building, garden shed, caravan, trade vehicle or other equipment or materials or machinery unless garaged or screened from the road and neighbouring properties, so as to preserve the amenities of the neighbourhood and also to prevent noise likely to cause offence to residents in the subdivision. No recreational or commercial vehicles or trailers are to be regularly located on the street or footpath nor on that area between the front boundary of the land and the dwelling.
- (x) Not to erect or allow to be erected any fence constructed of corrugated iron or post and wire. All fences and retaining structures are to comply with local authority requirements, however, no fence shall exceed 1 metre in height above the Vendor's finished ground level of the property within 3 metres of the front boundary inclusive of the front boundary of the property, or exceed 1.8 metres in height elsewhere on the property unless prior approval of the vendor is sought.
- (xi) Vehicle crossings between the kerb and the footpath, or between the kerb and the boundary where there is no footpath, also any repair and replacement of damaged footpaths shall be constructed using an exposed aggregate concrete mix with 10mm "Kakariki" river aggregate or such other like material as approved by the vendor in writing. The surface texture finish to be consistent with the existing footpaths in the subdivision. Black oxide additive is not to be used.
- (xii) Not to permit the land to be occupied or used as a residence unless the buildings on the property have been substantially completed in accordance with this Agreement and any Local Authority building permit.
- (xiii) Not to carry out any maintenance or repair work on any motor vehicle, boat, vehicle or apparatus on the Local Authority owned land.
- (xiv) Not to permit the land or dwelling to be used on a commercial basis unless approved in accordance with any Local Authority ordinances.
- (xv) Not to display more than one advertisement, sign or hoarding of a commercial nature measuring in excess of 900mm x 600mm on any part of the land or building. In the event such advertisement sign or hoarding is in excess of 900mm x 600mm, this should first be approved in writing by the Vendor, and comply with any Local Authority ordinances.
- (xvi) Not to carry out landscaping on the road frontage of the Local Authority owned land except in accordance with the general overall landscaping plan prepared by the Vendor or, with prior written approval by the Vendor.
- (xvii) Not to bring on to raise, breed or keep any animals or livestock on the land or buildings except to keep a maximum of three animals limited to dogs or cats unless prior written approval is given by the Vendor. These animals shall not be allowed to become a nuisance to others in the subdivision and all dogs shall be controlled so as to prevent them from roaming the subdivision at will.
- (xviii) To keep and maintain in a neat and tidy condition and prevent from becoming unsightly, the section and the Local Authority owned road frontage of the land from the possession date.
- (xix) Not to allow on any of the lots any buildings, structures or fencing to become dilapidated or to fall into disrepair.
- (xx) Not to construct any clothesline or letterbox except such clothesline or letterbox as may be aesthetically sensitive in terms of design and location, siting any clothesline in such a way as to not be highly visible from the street and siting any letterbox adjacent to but not in the road reserve. Such design, location and siting to be at the discretion of the Vendor.

- (xxi) To enhance the quality and appearance of attachments to the building (including but not necessarily limited to television antenna and solar hot water panels) and to construct such attachments to be discreetly integrated with the dwelling so they are not highly visible from the street, thoroughfare or adjacent properties.
- (xxii) To ensure that in any construction, due allowance is made for adequate current and future drainage of all excess stormwater from the residential lot, the Purchaser remaining responsible for all costs, claims or demands for any remedial action undertaken for any breach hereof.
- (xxiii) To ensure that no discharge from the residential lot of a soluble or insoluble nature is detrimental to the water quality in the stormwater network. The Purchaser is responsible for all costs, claims or demands for any remedial action undertaken for any breach thereof.
- (xxiv) The use of adjacent or abutting land and footpaths for access, stockpiling and storage of materials and dumping of rubbish is strictly prohibited, provided however, that the Purchaser or the Purchaser's agents or invitees may have access across any other site upon obtaining written approval from the Vendor. The Purchaser shall re-instate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Purchaser's use of the land directly or indirectly through the Purchaser's actions or those of the Purchaser's agents or invitees.
- (xxv) To pay for construction and maintenance of any fence constructed on the boundary of any adjoining land owned by the Local Authority and not to seek contribution from the Local Authority for such construction or maintenance cost.
- (xxvi) If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Purchaser may have to any person having the benefit of this covenant, the Purchaser will upon written demand being made by the Vendor or any of the registered proprietors of the Lots:
 - (a) pay to the person making such demands as liquidated damages the sum of \$100 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 land any secondhand or used dwellinghouse, garage, carport, building, or other structure erected or placed on the land in breach of non-observance of the foregoing covenants;
 - (c) replace any building materials used in breach or non-observance of the foregoing covenants with new or not pre-used materials.

These covenants shall run with the land and shall be at the discretion of the Vendor incorporated in any Memorandum of Transfer to the Purchaser executed pursuant to an Agreement for Sale and Purchase or in the alternative the covenants may be added to the title to each lot by the Vendor, prior to the title date AND THE PURCHASER DOETH HEREBY COVENANT with the Vendor that if the Purchaser shall transfer, assign or otherwise dispose of his interest in the land then he shall make such transfer, assignment or disposition subject to the provisions of the clause in the Agreement for Sale and Purchase and shall procure from the transferee or assignee a Deed of Covenant in favour of the Vendor whereby such Purchaser or assignee undertakes to fulfil the Purchaser's obligations under the clause in the Agreement for Sales and Purchase.