

## **Land Covenants**

### **Building to comply**

3. The Grantor shall not erect or permit to be erected on the Covenanting Lot any building or other improvements, including site works and landscaping, without obtaining from the Relevant Authority/Authorities all consents and permits for such works.
4. The Grantor shall not allow the period for completion (including where appropriate exterior finishes, driveways, fencing) of any building works being conducted on the Covenanting Lot to exceed twelve months from the date of commencement of such works.

### **Restriction on building materials**

5. The Grantor shall not erect on or permit to remain on the Covenanting Lot any dwelling or any other building or structure, other than a new singly family dwelling house (having an internal floor area of not less than 90m<sup>2</sup>) and/or utility building (such as a garage) provided that the Grantor shall be entitled to erect a temporary builders shed must be removed on completion of the dwelling. Such single family dwelling house and /or utility building must:
  - 5.1 have exteriors constructed in fully with new materials;
  - 5.2 have fully enclosed basement areas (if any);
  - 5.3 be connected to a reticulated electric power supply;
  - 5.4 be connected to a septic tank from a supplier approved by the Relevant Authority or community sewerage scheme authorized by the Relevant Authority (if available).

### **Complete prior to occupation**

6. The Grantor shall not use, occupy or move into any dwelling or building erected on any covenanting Lot until such time as:
  - 6.1 the dwelling or building has been substantially completed in accordance with terms of the Covenants and the requirements of any Relevant Authority; and
  - 6.2 the exterior of the dwelling or building has been fully completed and (where appropriate) painted or stained.

### **Fences and Trees**

7. The Grant shall not allow:
  - 7.1 the Covenanting Lot to be planted or erected as the case may be any lines of trees and shrubs or fences in excess of 1.8 metres in height nor shall the height of existing lines of trees and shrubs or fences to be increased over the 1.8 metre limit; and
  - 7.2 on the Covenanting Lot any trees to exceed 5 metres in height.

## **Maintenance of Covenanting Lots**

8. The Grantor shall:
- 8.1 keep each Covenanting Lot and any road berm in a neat and tidy condition and shall not permit excessive growth of grass and/or weeds so that the grass or weeds exceed 150 millimeters in height or otherwise become unsightly;
  - 8.2 keep each Covenanting Lot free of rubbish and/or debris;
  - 8.3 be responsible for the cost of repairing any damage to any berms or rights of way during the construction of buildings or other improvements to each Covenanting Lot;
  - 8.4 ensure that any exposed banks on each Covenanting Lot are planted in grass, ground cover or shrubs and that no areas of sand or clay on each Covenanting Lot are permitted to remain exposed for more than three months;
  - 8.5 to be bound by a fencing covenant with in the meaning of section 2 of the Fencing Act 1978 to the extent the Grantee shall not at any time be liable to pay for or contribute towards the cost of construction or maintenance of any fence between each Covenanting Lot and adjoining Benefiting Lots of the Grantee. This proviso shall not take effect for the benefit of any subsequent purchaser or proprietor of adjacent Covenanting Lots;
  - 8.6 complete the installation of all service connections (including telecommunications and power supply) to the dwelling, garages and outbuildings underground from the point of supply of such services at the boundary of each Covenanting Lot.
- 9 If the Grantor defaults in complying with the requirements set out in paragraphs 8.1 to 8.6 (both inclusive), the Grantee may enter the Covenanting Lot and take whatever action the Grantee considers necessary at the expense of the Grantor to remedy the default. If the Grantor fails to pay to the Grantee upon demand all costs so incurred, the Grantee may recover those costs from the Grantor as liquidated damages in any court of competent jurisdiction.

## **Immobile vehicles**

- 10 The Grantor shall not:
- 10.1 permit to be place upon each Covenanting Lot any caravan to be used for residential use other than a caravan placed on the Covenanting Lot for short term occupation of visitors for a period not exceeding two months in any twelve month period;
  - 10.2 bring on to or allow to remain on each Covenanting Lot any vehicle, equipment, machinery or rubbish (inorganic or organic) which is unsightly or which is or likely to become a nuisance to the registered proprietors for the time being of other Covenanting Lots;
  - 10.3 place or leave any immobile or broken down vehicles on any road or reserve in the Subdivision.

## **Signage:**

- 11 The Grantor shall not:

- 11.1 permit any advertising sign or hoarding to be erected on each Covenanting Lot except temporary signage related to the marketing of an Covenanting Lot;
- 11.2 during the course of construction of a dwelling on any Covenanting Lot display a builders sign exceeding 1.2 square metres.

Use:

- 12. The Grantor shall not use any part of any Covenanting Lot or permit the same to be used for any trading or commercial purposes, unless such purpose:
  - 12.1 is a permitted activity under the relevant district plan and complies in all respects with the district plan and the requirements of the Territorial Authority; and
  - 12.2 is ancillary and subordinate to the principal use of any Covenanting Lot as a residence.

**Breach of Covenants:**

- 13. As the value of the Covenanting Lots will be affected by the continuing observance of these covenants, should the Grantor or any subsequent registered proprietor of the Covenanting Lots not comply with or fulfill any of these covenants then, without prejudice to any other remedy which the Grantee may have;
  - 13.1 the Grantee may take whatever action the Grantee considers necessary to remedy the breach, including where necessary entering upon the Covenanting Lots as applicable; and
  - 13.2 all expenses and costs incurred in enforcing the covenants, will constitute a debt due that will be a charge against the Covenanting Lots or any of the Covenanting Lots as applicable and will be recoverable as liquidated damages.
- 14. The Grantee will not be required, or obliged, to enforce all or any of the covenants, stipulations or restrictions on the part of the Grantor contained in this Easement instrument, and the Grantor will not be liable to the Grantee for any breach of any covenants, stipulations or restrictions by the registered proprietors of any of the other Covenanting Lots with the exception of the particular Covenanting Lot.

**Lots affected by the land covenants**

- 15. Lots numbered 1 to 46 (both inclusive) on the Subdivision Plan are affected by the land covenants created by this Easement instrument.