

**SCHEDULE 6
DRAFT LAND COVENANTS**

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Background

- A. The Developer is developing a modern, well-designed subdivision that has a contemporary theme and influence. To ensure a high level of amenity, the Developer intends to carefully manage the subdivision to achieve unity and coherence across the development, including ensuring that surfacing, vegetation, fencing, retaining and other built elements are carefully considered.
- B. The Covenantors are registered as proprietors of the estates described in the First Schedule (**Servient Land**).
- C. The Covenantees are registered as proprietors of the estates described in the Second Schedule (**Dominant Land**).
- D. It is desirable that, for the benefit of the Subdivision as a whole, a certain degree of supervision and control in relation to the nature and type of construction to be erected in the Subdivision is maintained.
- E. In recognition of this, the Covenantors and Covenantees agree that the following covenants will be registered on all titles to the Servient Land.

Covenants

The Covenantors for themselves and their successors in title to the Servient Land covenant and agree with the Covenantees and their successors in title to the Dominant Land that the Covenantors will observe and perform the stipulations and restrictions set out below to the end and intent that each of the stipulations and restrictions shall forever enure for the benefit of, and be appurtenant to, the whole of the Dominant Land and every part of it.

Definition and Interpretation

Developer means Three Rivers Estate Limited (New Zealand Company Number 8217751) and the Three Rivers Estate Limited's representative and include its successors and assigns as the case may required.

Individual Landscape Plan means a plan of proposed landscape works on a Lot to be prepared by a suitably qualified landscape professional in general conformity with the Landscape Plan and submitted for approval in accordance with clause 2.1.

Landscape Plan means the overall plan for landscape design of the Lots in the Subdivision as attached in the Third Schedule and may vary by the Developer from time to time.

Lots means each of the Lots contained within each of the identifiers referred to in the First Schedule.

Relevant Authority means any Government, local, statutory, or non-statutory authority or body having jurisdiction over the subdivision.

Subdivision means the development of the Lots.

General, unless the context otherwise requires:

- a) **Plural and Singular:** Words importing the singular number include the plural and vice versa.
- b) **Negative Obligations:** Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
- c) **Joint and Several Liability:** An obligation by two or more persons bind those persons jointly and severally.
- d) **Schedules:** The schedules to this document have the same effect as if set out in the body of this document.
- e) **Conflict:** To avoid doubt, in the event that the covenants in this document conflict with any resource consent or other requirement of the Relevant Authority, the requirements of the resource consent or other requirement of the Relevant Authority will prevail.

1. No Further Subdivision

- 1.1 The Covenantors are not permitted to subdivide their Lots (whether by fee simple titles, unit titles, cross leases or otherwise). If a Covenantor amalgamates the title to their Lot with any other Lot then, for the purposes of these covenants, the amalgamating property will be deemed to comprise one single Lot. Accordingly, to avoid doubt, the amalgamated property may not be further subdivided.

2. Approval of Building and Landscape Plans

- 2.1 The Covenantors will not apply to the Relevant Authority for building consent nor proceed with the erection or construction on their Lot of any building unless such building is a new single residential dwelling, the plans and siting of such dwelling and Individual Landscape Plan (including hedging and/or fencing) of the Lot showing the design and location of paths, driveways, vehicle crossings and plantings and external amenities in relation to the proposed dwelling have received prior written approval of the Developer under clause 2.2.
- 2.2 The Developer will provide written approval (or otherwise) within fifteen (15) working days of receipt of the building and landscape plans from the relevant Covenantor. The Developer will not unreasonably or arbitrarily withhold approval taking into account the desire to maintain minimum standards for a well-designed and modern subdivision having a contemporary design theme.
- 2.3 The Covenantor is not permitted to make any changes to the plans of the exterior design of the dwelling and/or the Individual Landscape Plan once those plans are approved by the Developer, unless such changes or alterations are approved by the Developer (such approval to be on the same terms are set out in clause 2.1 above).

3. Covenants in Respect of Dwellings

- 3.1 The Covenantors will not erect, place, or permit to be erected or placed on their Lot more than one single residential dwelling. To avoid doubt, the Covenantors acknowledge that they may not erect a carport on their Lot. The residential dwelling (including any closed-in lockup garage but excluding covered or uncovered verandahs patios or other attached structures), must:
 - (a) Be single storied and not exceed a height of 5.5. metres (using the

rolling height method and applied to the existing contour following subdivisional earthworks).

- (b) Have a gabled roof with a moderate pitch with a slope between 20 and 35 degrees.
 - (c) Have eaves not less than 600 millimetres deep.
 - (d) Cladding shall consist of predominantly horizontal timber, bricks or composite weatherboarding and shall be painted or stained and have a reflective value of, or less than 55% as defined within the BS5252 standard colour palette.
 - (e) Windows should generally occupy in excess of 30% of any façade.
 - (f) No external mirrored glass.
- 3.2 The Covenantors acknowledge that the residential dwelling must be completed and constructed in new permanent materials and appropriately painted or be a new proprietary brand pre-coated with a factory colour finish that will not detract from the visible amenities of the subdivision.
- 3.3 The Covenantors will not erect or permit to be erected on their Lot any residential dwelling or any other building or structure that:
- (a) is constructed in part or in full with external second-hand materials (other than decorative stone or hardwood timber used as decorative features only); or
 - (b) incorporates of fibrolite, hardiflex, hardiplank or like products or flat ply as wall cladding (soffits excepted), unless such cladding takes the form of weatherboard-like planks that have a thickness of 15mm or greater.
- 3.4 The Covenantors acknowledge that 'Coloursteel' in colours of "Flax Pod", "Iron Sand", "Grey Friars", "Ebony", "Slate", or "Windsor Grey" is the preferred roofing material and that roofs shall be painted or powder-coated with a finish that has a documented Light Reflectance Value ('LRV') of no greater than 30%.
- 3.5 The Covenantors must ensure that any major dwelling entry shall be visible and easily accessed from the road.
- 3.6 The Covenantors must not leave the exterior of any residential dwelling unfinished or any exterior wall or door unpainted or unstained. The Covenantors will ensure that the painting or other finishing of the exterior of any dwellinghouse must be completed within the time frames for completing the dwelling set out in 6.
- 3.7 The Covenantors shall ensure that clotheslines are not within direct sight of the road.
- 3.8 The Covenantors will not permit to be placed any satellite dishes over one (1) metre in diameter on their Lot and will not permit any satellite dish or antennae to be placed in the front yard. The Covenantors shall ensure that any satellite dish or television antennae are positioned in such a place that they are not in full view of either the road or the front yard of that Lot. No antennae or satellite dish will extend higher than two (2) metres above the roofline.

- 3.9 Any solar collectors and/or hot water tanks or other roof-top mechanical equipment must be integrated with the roof design so as to be as unobtrusive as possible.
- 3.10 All heating and air-conditioning equipment (chimneys and flues excepted) must be enclosed within the building envelope or otherwise screened from view, and the equipment must be a minimum of four (4) metres from any boundary of the Lot.

4. Temporary Accommodation and Garden Sheds

- 4.1 The Covenantors will not erect or place or permit to be erected or placed on their Lot any caravan, mobile home, or other temporary accommodation, freestanding carport, hut or shed, or any pre-used or second-hand dwelling or a building which is designed and built to be relocatable, for permanent or temporary use of any kind and will not erect or place or permit to be placed on the Lot any garage or other ancillary domestic building which is not incorporated to the dwelling as an integral part of the dwelling provided however that nothing in this clause will prevent from erecting or placing on the Lot a garden shed providing the following requirements are complied with in respect to the garden shed:
- (a) the garden shed will be erected or placed in the rear yard;
 - (b) the garden shed will be completed and constructed in new permanent materials and appropriately painted or be a new proprietary brand precoated with a factory colour finish that will not detract from the visible amenities of the subdivision; and
 - (c) the garden shed will not be greater than two (2) metres in height or exceed ten (10) square metres in floor area and will in all respects comply with the Building Act 2004 so that it will be an exempt building in the terms of Schedule 1 of that Act.

5. Landscape works

- 5.1 The Covenantors will develop the Lot with lawns and shrubs in accordance with the Individual Landscape Plan and in accordance with any timeframe requirements as imposed by the Relevant Authority or otherwise within six (6) months of completion of a residential dwelling on their Lot.
- 5.2 The Covenantors will ensure that all vegetation is maintained on their Lot. The Covenantors will ensure that no shrubs planted on their Lot will grow to exceed more than 2.5 metres in height and that no trees planted on their Lot will grow to exceed 6 metres in height or otherwise cause a nuisance or unreasonable obstruction to the Covenantees's Lots. In the event of a dispute as to what is a nuisance or unreasonable obstruction the matter shall be referred to the Developer whose determination shall be final and binding on the parties.
- 5.3 The Covenantors will not bring or permit to be brought on or remain upon the front yard of their Lot (except in the course of construction of the dwelling) any materials, debris, rubbish, unregistered vehicles, vehicle body parts or any items of an unsightly nature. In the event of a dispute as to what is an unsightly nature, the matter shall be referred to the Developer whose determination shall be final and binding on the parties.

6. Time Limits on Completion

6.1 Once construction of the residential dwelling has commenced, the Covenantors will ensure that the exterior of the residential dwelling is fully closed in within nine (9) months from the date of commencement and ensure the construction of the dwelling is fully completed within fifteen (15) months of the date of commencement.

7. Restrictions on Fencing

7.1 The Covenantors acknowledge that hedging is preferred to fencing for the purposes of the overall amenity of the Subdivision. However, notwithstanding the terms of the provisions of the Fencing Act 1978 or any amending legislation, the Covenantors may erect a fence or fences on the boundary of their Lot provided the fence complies in full with the following criteria:

- (a) All fencing at any point between the roadways of the development and the front of any residential dwelling is prohibited.
- (b) All fencing on the boundary of any esplanade reserve is prohibited.
- (c) All fencing (that is not prohibited in accordance with clause 7.1a) on side yards (except fencing on the boundary of a backyard) must have a maximum height of 1.2 metres.
- (d) All fencing other than that described in clause 7.1a and 7.1b must comply with the following requirements:
 - (i) must have a maximum height of 1.8 metres; and
 - (ii) must use dark stained horizontal timber cladding or consist of not more than 20% solid elements (such as slender steel palings or powdercoated mesh) and must have a LRV of less than 15%.
- (e) Where a fence is required under the Fencing of Swimming Pools Act 1987 (or any subsequent amendments), the fencing must be of a translucent or "see-through" construction such as wrought-iron palings, glass panels or similar.

8. No Advertising Signage

8.1 The Covenantors will not erect or place or permit to be erected or placed on any part of their Lot, adjacent land or street any advertisement, sign or hoarding of a commercial nature except that:

- (a) during the course of construction of any dwelling on the Lot a builder's sign not exceeding 3 square metres in area may be displayed; and
- (b) in the case of a completed dwelling a single "for sale" sign not exceeding 1 square metre in area is permitted.

9. Crossings and Berm Areas

9.1 All vehicle crossings shall be constructed using exposed aggregate concrete or similar approved material to match adjacent footpaths and accessways installed

- by the Developer. The use of raw, untinted concrete and brightly coloured paving (such as pink paver units or oxide coloured insitu concrete) is prohibited.
- 9.2 During construction of their residential dwelling, the Covenantors will be responsible for maintaining berm and footpath areas directly in front of their Lot to the extent that they will ensure that berm is kept free of weeds, rubbish and the footpath areas kept free and clear of any materials and ensure that any damage to the footpath caused by the Covenantors his contractors (or any sub-contractors) invitees, agents, tenants or visitors is repaired immediately.

10. Covenantee's Discretion on Approvals

- 10.1 Should any proposed residential dwelling, building structure, fencing or planting on the Lot not comply with the covenants in this instrument, the Developer may in its entire discretion give written approval to the plans where:
- (a) in the sole opinion of the Developer such approval would not detract from the overall quality and appearance of the Subdivision; and
 - (b) such approval would not be contrary to any resource consent or other requirement of the Relevant Authority.
- 10.2 Approval in accordance with clause 10.1 may be given by the Developer subject to such terms as the Developer in its sole discretion thinks fit providing that such terms do not conflict with the terms of any resource consent or other requirement of the Relevant Authority.
- 10.3 The Developer's approval in any circumstance will not serve as a precedent for, nor bind the Developer or any nominee in any manner with respect to any future application for the Developer's approval by the Developer or any other person.

11. Developer's Discretion on Nomination

- 11.1 The Developer may, at any time, nominate any other person or persons to give any Developer's approval required under these covenants, and, in that event, any provisions in these covenants relating to Developer's approval will apply on the basis that any reference to the Developer will be deemed to be a reference to the nominee.

12. Remedies for Breach on Non-Observance

- 12.1 If the Covenanter fails to comply with any of the covenants or restrictions in this instrument then, without prejudice to any other liability which the Covenanter may have to the Covenantees or any person or persons having the benefit of the covenants and restrictions, the Covenanter will upon written demand made by the Developer or by any Covenantee:
- (a) pay to the person making such demand liquidated damages of five hundred dollars (\$500.00) per day for every day or part day that the breach or non-observance of the covenants continues from and after the date upon which written demand is made; and
 - (b) remove or cause to be removed from the Lot any building or structure erected placed or located in breach or non-observance of these covenants, and otherwise take all steps necessary to remedy the breach for non-observance of the covenants if it is capable of remedy.

- 12.2 The Covenantees shall not be required or be liable to enforce all or any of the covenants stipulations or restrictions on the part of the Covenantees contained in this covenant nor will the Covenantees be liable to the Covenantors for any breach of any like covenants stipulations or restrictions by any of the registered proprietors of any of the other lots.

FIRST SCHEDULE**(Servient Land)**

Record of Title	Lot and Deposited Plan Number
[To be advised]	

SECOND SCHEDULE**(Dominant Land)**

Record of Title	Lot and Deposited Plan Number
[To be advised]	

THIRD SCHDEULE
LANDSCAPE PLAN