

ANNEXURE SCHEDULE B

LAND COVENANTS ("Covenants")

- 1.1 The Covenantor and the Covenantee wish to protect the building and visual concepts and standards and integrated appearance of the Covenantor's subdivision shown on DP _____ (together with further stages, if any) as a whole (such subdivision shall be known as "the Development"). To achieve this, the Covenantor hereby covenants with the Covenantee, as set out below and hereby requests that such Covenants be noted against each of the Records of Title having the benefit and those having the burden of these Covenants.
- 1.2 For the purposes of binding the Burdened Land for the benefit of the Benefited Land the Covenantor covenants and agrees in the manner set out in Schedule B so that the Covenants run with the Burdened Land for the benefit of the Benefited Land.
- 1.3 The Covenants contained within this Instrument will automatically cease to have any effect on any allotment that will vest as road, or reserve in any subsequent stage of the upon the deposited plan for such subsequent stage, being approved as to survey by Land Information New Zealand.

SCHEDULE B

1. INTERPRETATION:

- 1.1 In these Covenants unless the context otherwise requires:

"Allotment" means any of the allotments shown on

"Benefited Land" means the Allotment(s) shown in Schedule A;

"Burdened Land" means the Allotment(s) shown in Schedule A;

"Covenantor" means the registered owner(s) of any Lot together with their permitted successors and assigns;

"Covenantee" means the registered owner(s) of the Benefited Land together with their permitted successors and assigns;

"Developer" means or its nominee;

"Subdivide" means subdivision of land as that term is defined in section 218 of the Resource Management Act 1991;

"Lot" means the Burdened Land.

2. PROHIBITED CONSTRUCTION AND ACTIVITIES:

- 2.1 The Covenantor shall not, for a period of 15 years after registration of these covenants, Subdivide the Lot.

- 2.2 The Covenantor shall not permit, construct, allow to construct or use the following on the Lot:
- 2.2.1 Any buildings which has not first been approved as to design, colour scheme and external cladding materials, or any building which does not in the opinion of the Developer (in its discretion and the discretion of its directors) accord with and complement the buildings existing in the development at the time of application for approval, and once approved the owner of the burdened land shall not depart from the approved plan without the further approval of the Developer first had and obtained.
 - 2.2.2 Any temporary building or structure or any caravan, tent or other contrivance for temporary residential accommodation for any period exceeding 12 months from the date of settlement;
 - 2.2.3 Any previously constructed or occupied or relocated dwelling building or structure;
 - 2.2.4 Any building or structure clad or roofed in pre-used materials;
 - 2.2.5 Any building other than a single dwelling unit and outbuilding;
 - 2.2.6 Any kitset building constructed substantially off-site to be assembled on-site;
 - 2.2.7 Any attachment to any building including aerial solar heating panels and radio mast which extend beyond the form of the building (however the Developer will permit solar panels, solar hot water heating devices, and aerials that are not unsightly or do not unduly interfere with the building's visual amenity are permitted so long as they are attached to the building and are inside the building footprint);
 - 2.2.8 Any building or structure which has or includes:
 - (i) Greater than 20% of the total cladding area in Hardiplank or similar cladding;
 - (ii) Greater than 50% of Corrugated iron, "Coloursteel," or other metallic cladding;
 - (iii) PVC or plastic or materials coated with PVC or plastic whether or not such cladding is painted or unpainted or coated in any other way during or subsequent to manufacture, save for products known as "Linea Board";noting that pursuant to Clause 4.1 of these Covenants that the Developer may permit a greater percentage of such wall claddings under its discretionary rights contained within Clause 4.1 of these Covenants.
 - 2.2.9 Any building or other structure with a roof cladding of corrugated iron; whether painted or unpainted provided that Decramastic and Coloursteel products or products of similar construction pre-painted or coated in the manufacturing process shall not be in breach of this covenant;
 - 2.2.10 Any building or structure of an 'A' frame style of construction;
 - 2.2.11 Any buildings or roofs of buildings that are not of a Permitted Colour. Reflective metal finishes shall not be allowed;
 - 2.2.12 Any building with greater than 600mm in height (measured from natural ground level) foundation, piles or poles visible from anywhere outside the building without satisfactory cladding or screening (which is to be noted on the full working drawings to be approved by the Developer);

- 2.2.13 Any building with more than a maximum roof height of 6.5 metres measured from the building platform formed upon the Lot by the Developer and/or its contractors;
- 2.2.14 Any above-ground or otherwise visible water tanks which are not screened on all sides so that no more than 400mm is visible from any part of the Benefited Land or any road adjacent to the same;
- 2.2.15 Not permit, suffer or allow the use of the Lot for other than private residential purposes to the intent that such Lot shall not be used for institutional residential purposes or as a hostel, lodge or boarding house, or as a correctional facility. For the purposes of this clause "*Institutional residential purposes*" shall include the use of the Lot for housing purposes by Central or Government agencies or public or private health or education sector or correctional sector agencies;
- 2.2.16 Not to permit or cause any rubbish to accumulate be placed or stored upon the Lot and not permit any excessive growth of grass, or any growth of gorse, bracken, fern or other vegetation that becomes unsightly. In the event that the Covenantor fails to comply with this clause the Covenantor agrees that the Covenantee may carry out the Covenantor's obligations pursuant to this clause and the Covenantor agrees to reimburse the Covenantee for any costs or charges reasonably incurred by the Covenantee in doing so;
- 2.2.17 Not bring onto, raise, breed or keep on the Lot any of the following:
- (a) Any breed of dog specified as dangerous by the Tasman District Council at any time and it is acknowledged by the Covenantor and the Covenantee that such specification of dog breed may change from time to time; and
 - (b) Pigs or chickens.
- 2.2.18 Not to keep or suffer or allow to be kept the Lot in other than a neat tidy and attractive condition including the road frontage and perimeter planting;
- 2.2.19 Not to suffer, permit or allow recreational or commercial vehicles or trailers to be parked or located on the berm or on the road in front of the Lot;
- 2.2.20 Not themselves, nor allow their agents or invitees to post advertising or hoardings during the construction phase of any dwelling without the prior written consent of the Developer. Such consent will be given or withheld at the Developer's sole discretion;
- 2.2.21 The Covenantor shall not allow damage to any Lot or Lots, including (but not limited to) landscaping, roading, berms, footpaths, kerbs, concrete or other structures, or underground services in the subdivision arising from the use of the Lot directly or indirectly through the Covenantor's actions or omissions or those of any agents, servants, invitees or workpeople, and to meet all costs of reinstatement;
- 2.2.22 The Covenantor shall not, nor suffer permit or allow, the storage on any allotment or road within the subdivision any boats, caravans, campervans, trailers, trade vehicles, machinery, shipping containers or portable storage units of any kind and materials or other plant and equipment that is not within the building or completely screened from any view from the road or other allotments in the subdivision with the exception of the Covenantor's own caravan, campervan, boat or trailer which must be stored in such a way as to minimise its visual impact on any other Lot within the subdivision and any roads.

- 2.2.23 The Covenantor shall not cut, trim, maim, injure or remove nor suffer, permit or allow to be cut, trimmed, maimed, injured or removed any of the Landscaping (as defined herein) without the consent of the Developer first had and obtained, which consent may be given subject to conditions or absolutely refused;
- 2.2.24 The Covenantor shall not permit, suffer or allow any animals (including without limitation dogs, cats and domestic pets) to be kept on the Lot which animal or animals cause, or are likely to cause a nuisance or unreasonable annoyance to the owner or occupier of any of the Lot in the subdivision;
- 2.2.25 The Covenantor shall not build outside of the building location area for the relevant Lot as shown on Plan A of RM_____, and shall not make any application for Resource Consent to Tasman District Council or any other Authority to move alter or relocate the building location area;

3. MODIFICATION OR WAIVER OF COVENANTS:

- 3.1 While the Developer remains the registered owner of any of the land (previously) contained within _____ contained in Record of Title _____ ("Parent Title") (with the intent that this right does not enure to its successors in title) it reserves the right to waive, vary, alter, modify or add to any of the Restrictive Covenants contained in this instrument but will only do so if in its opinion (acting reasonably) such action does not impinge upon the integrity of the Development in its entirety and the Developer will not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any Lot or at all as a result of these covenants and the registered owner for the time being of the Lot and the Benefited Land shall indemnify and keep indemnified the Developer from any costs, claims, suits, demands, liabilities, actions or proceedings or otherwise arising out of hereunder.

4. CONSTRUCTION TIMEFRAME:

- 4.1 Construction of the dwelling on the Lot shall be completed within 18 months of commencing construction of the foundations for such building.
- 4.2 All ancillary works such as fencing (if fencing has commenced) and landscaping and driveways must be completed within 24 months of the commencement of construction of the foundations.
- 4.3 Substantial and continuous construction work on any building once construction has commenced shall not be halted for any period longer than 3 months.
- 4.4 If the Covenantor fences the land, such fencing shall be either post and rail or stock-proof posting wire fence constructed of new materials and in the form of a conventional farm fence.

5. FENCING:

- 5.1 The Developer shall not be liable to or be called upon to erect or contribute towards the costs of erection or repair of any boundary fences nor dividing fences between any Lot and any adjoining Allotments owned by the Developer or any other adjoining land owned by the Developer.

6. NO OBJECTIONS

- 6.1 The Covenantor shall not oppose, object to, frustrate, or take any action, or encourage or cause others to oppose, object to, frustrate or take any action that might in any way prevent or hinder the Developer from progressing or completing the Developer's subdivision or any future redevelopment of the Developer's land, such covenant extends to and includes (without limitation) development planning, zone changes, resource consents for land uses and subdivisions, Consent Authority or Environment Court applications, Territorial Authority Building Consent matters, or any other necessary consent process involving land owned by the Developer.

7. DISPUTES:

- 7.1 If any dispute or difference arises between the Covenantor or any of their successors and the Covenantee or any of their successors or between the Covenantor or any of their successors and the Transferor in respect of any matter arising out of these covenants or their application, then the dispute shall be resolved by a third party appointed by the Developer for that purpose and that third party's decision shall be final and binding. Costs will fall where the third party determines as fair and reasonable as a result of that decision.
- 7.2 The Developer hereunder has full rights to assign the rights to enforce these Covenants to any other person at its sole discretion.

8. DEFAULT PROVISIONS:

- 8.1 If there is a breach or non-observance of any of the foregoing Covenants without prejudice to any other liability which the Covenantor may have to any other person having the benefit of a covenant the Covenantor will upon demand being made by the Covenantee or its nominee:
- (a) Pay to the person making such demand as liquidated damages the sum of \$1,000.00 plus GST 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 dwelling-house, garage, building, fence or other structure erected or placed on the land in breach or non-observance of the foregoing covenants at the cost of the registered owner thereof and the costs shall be recoverable as liquidated damages;
 - (c) Replace any building materials used in breach or non-observance of the foregoing covenants and the cost of such work shall be recoverable from the registered owner as liquidated damages.
 - (d) Replace landscaping (as herein defined) and the Covenantee may enter upon the Covenantor's land with machinery and equipment to make good such default at the cost of the registered owner of the relevant Lot and the cost thereof shall be recoverable from the registered owner as liquidated damages.