



PROTECTIVE COVENANTS

STAGE 4

THE Purchaser acknowledges and agrees with Carrus Limited (hereinafter referred to as "Aotea") that each lot in Aotea'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 Aotea 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 and the standard of surroundings being maintained. 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 Aotea and will covenant whether by deed, transfer or otherwise as required, with Aotea, or such other person or persons as are nominated by Aotea (including its successors in title) for the Purchaser and his executors, administrators, transferees, assigns and successors in title in relation to the lot purchased as follows: -

- (i) Not to erect any building other than a new residential dwellinghouse and associated ancillary buildings. At the sole discretion of Aotea, a pre-built transportable or relocatable dwellinghouse may be approved.
- (ii) Not to erect or allow to be erected a dwellinghouse of a floor area less than 100 square metres and if of a floor area of less than 140 square to have all such floor and roof plans and exterior specifications approved in writing by Aotea prior to application for a Building Consent, or commencing site works, pegging out or preparatory work on site for the erection of such a dwellinghouse. (The floor area measurement to be exclusive of garage, carports, decking, breezeways, entry porches and roof overhang). In determining whether or not to approve the plans and specifications, Aotea 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 Aotea approval shall be at the sole discretion of Aotea.

Any modification or variation to the plans already approved by Aotea for the said dwellinghouse shall require further approval by Aotea prior to such modifications or variations commencing. Any Aotea approval shall be at the sole discretion of Aotea.

- (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 Aotea'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. All exterior surfaces which are not pre-colour coated or finished shall be painted or stained prior to the dwelling being occupied.

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) Any dwellinghouse or garage wall primarily facing the road frontage must include at least one window or feature unless approved otherwise by Aotea. Any Aotea approval shall be at the sole discretion of Aotea.
- (v) The final colour of the exterior cladding of those areas of the dwellinghouse primarily facing all road frontages is to be of subdued or non-vibrant colours unless otherwise approved in writing by Aotea. The final colour and any Aotea approval thereof shall be at the sole discretion of Aotea.

- (vi) To construct a minimum of one garage which is to be attached to the dwellinghouse unless approved otherwise by Aotea. Any Aotea approval shall be at the sole discretion of Aotea. The garage must be constructed in the same architectural style with the same cladding materials as the dwellinghouse.

All other sheds or buildings are not to be beyond the front building alignment of the dwellinghouse and are to have their exterior cladding colours in keeping with the main dwellinghouse.

- (vii) 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. Not to use reflective surfaces or bright colour finishes on any exterior cladding or roofing on the dwellinghouse and any other buildings.
- (viii) Not to erect any more than one dwellinghouse on the land nor subdivide the land further unless approved otherwise by Aotea. Any Aotea approval shall be at the sole discretion of Aotea.
- (ix) Not to carry out on any of the lots any construction or reconstruction of or alteration, addition or refurbishment to any residence which results in the exterior appearance and architectural standard of the residence not being in keeping with the standards already described in the clauses contained within these covenants.
- (x) Not to allow on any of the lots any buildings, structures or fencing to become dilapidated or to fall into disrepair.
- (xi) 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 Aotea. Any Aotea approval shall be at the sole discretion of Aotea.
- (xii) Unless prior approval from Aotea is sought, to complete any building (including exterior painting and decorating) within 9 months of commencement of excavation of the dwellinghouse site 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, reinstatement of the Local Authority owned land, and landscaping undertaken within 6 months of the completion of the dwellinghouse taking into account the time of the year and weather conditions. Any Aotea approval shall be at the sole discretion of Aotea.
- (xiii) Not to bring on to or to allow to remain on the land (except during the time of construction of the dwellinghouse) or on any road of the subdivision any temporary building, garden shed, caravan, trade vehicle or other equipment or materials or machinery unless garaged or adequately screened so as not to be highly visible 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 unless screened so as not to be highly visible from the road and meets Local Authority requirements. No caravan or motorhome shall be placed on the said land to be used for residential use other than for short term occupation of visitors for a period not exceeding 2 months in any 6 month period.
- (xiv) Not to erect any fence constructed of shade-cloth (except during construction), netting, iron or steel of any profile, untextured woodfibre cement panels, plywood, fibrolite or post and wire. All fences and retaining structures are to comply with Local Authority requirements, however, no fence (excluding Aotea's subdivisional walls) shall exceed 1 metre in height above Aotea's finished ground level of the property within 3 metres of the road frontage boundary or exceed 1.83 metres in height elsewhere on the property. Any variation to this clause shall require Aotea approval. Any Aotea approval shall be at the sole discretion of Aotea.
- (xv) 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 Aotea or the Local Authority for such construction or maintenance cost.
- (xvi) Not to alter, interfere with, paint, add to, or otherwise change the entrance walls or their fittings or attachments including any hedges, apart from the maintenance thereof without the prior approval of Aotea.
- (xvii) Not to allow to remain on any walls, fence, structure or building on the property any graffiti or similar disfiguring for more than 5 working days from the date that such graffiti or disfiguring occurred or was brought to the notice of the Purchaser.

- (xviii) 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 the Covenants and the Local Authority Compliance Certificates have been issued for the dwellinghouse.
- (xix) Not to carry out any maintenance or repair work on any motor vehicle, boat, vehicle or apparatus on the Local Authority owned land, nor to regularly park any motor vehicle on the Local Authority owned land.
- (xx) Not to permit the land or dwelling to be used on a commercial basis unless approved in accordance with any Local Authority ordinances and further, not without the consent first had in writing from Aotea to use or permit the use of the dwellinghouse or garage erected on the land for use as a boarding-house. Such consent being at the sole discretion of Aotea.
- (xxi) 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 dwellinghouse. In the event such advertisement sign or hoarding is in excess of 900mm x 600mm, or more than one is erected, this should first be approved in writing by Aotea. Any Aotea approval shall be at the sole discretion of Aotea
- (xxii) 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 Aotea or with prior written approval by Aotea. Any Aotea approval shall be at the sole discretion of Aotea.
- (xxiii) 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.
- (xxiv) 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. The location and design of such clotheslines and letterboxes to be at the sole discretion of Aotea.
- (xxv) The Purchaser shall use his best endeavours to locate any attachments to the dwellinghouse and buildings (including but not necessarily limited to television antenna and solar hot water panels) so they are not highly visible from any primarily facing road frontages.
- (xxvi) To ensure due allowance is made for adequate current and future drainage of all excess stormwater from the lot and to ensure that no discharge from the 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.
- (xxvii) During construction not to allow rubbish to accumulate on the site and shall ensure container bins shall be kept on the lot for the disposal of all rubbish. When necessary all such rubbish shall be removed. 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 Aotea in which case the Purchaser shall ensure that during any construction, due allowance is made for the protection of the footpaths and Local Authority owned road frontage by way of placing appropriate material over those areas where vehicular traffic is to run.

The Purchaser shall re-instate, replace or be responsible for all costs arising from damage to the landscaping, berms, 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.

Not to allow contractors and subcontractors to commence work on the site without first informing them of the restrictions created by these covenants and ensuring their compliance therewith.

(xxviii) Not to bring on to raise, breed or keep any animals, poultry 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 Aotea. Any Aotea approval shall be at the sole discretion of Aotea. All 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.

Where Aotea has been dissolved or wound up or otherwise gone out of existence, "approval by Aotea" shall mean approval by any party appointed and/or nominated by Aotea for this purpose.

(xxix) The Purchaser covenants that the Purchaser will at all times save harmless and keep indemnified Aotea from all proceedings, costs, claims and demands in respect of breaches by the Purchaser of any of the stipulations, restrictions and covenants contained in the preceding clauses.

(xxx) The burden of these covenants shall not apply to any land vested or to be vested in the Porirua City Council as open space, reserve (within the meaning of the Reserves Act 1977) or road (within the meaning of section 315 of the Local Government Act 1974, as continued by the Local Government Act 2002) so long as it remains open space, reserve or road, and

(a) Aotea reserves the right to waive or consent to the vesting of such land in Porirua City Council as open space, reserve or road, free of any such covenants;

(b) the Purchaser, for itself and any person claiming an interest in the land through or under the Purchaser, appoints Aotea as it's attorney to exercise the powers set out in (xxxi) (a);

(c) the production of an agreement signed by the Purchaser containing or annexing these covenants shall be sufficient authority for the exercise of the powers set out in (xxxi) (a);

(xxxi) Notwithstanding Clause (xxxi) the benefits of these covenants so far as they are applicable to any land within a distance of 0.5 kilometres from any open space, reserve or road vested in the Council, shall extend to the Council; and the Purchaser agrees that these covenants confer a benefit on the Porirua City Council for the purposes of the Contracts (Privity) Act 1982. The rights conferred by this clause are in addition to, and do not exclude, any other rights which the Porirua City Council may have at law.

(xxxii) 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, should the Purchaser not rectify the breach or non-observance of any of the foregoing covenants within 15 working days of written demand being made by Aotea or any of the registered proprietors of the Lots, then the Purchaser will:

(a) pay to the person making such demands as liquidated damages the sum of \$200 per day for every day that such breach or non-observance continues after the date upon which written demand has been made together with any costs and expenses incurred by Aotea or any registered proprietor to remedy the breach or non-observance;

(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.

(d) cease any activity in breach of these covenants.

These covenants shall run with the land and shall be at the discretion of Aotea 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 Aotea, prior to the title date AND THE PURCHASER DOTN HEREBY COVENANT with Aotea 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 Aotea whereby such Purchaser or assignee undertakes to fulfil the Purchaser's obligations under the clause in the Agreement for Sales and Purchase.