STAGE 6

THE Purchaser acknowledges and agrees with Carrus Limited (hereinafter referred to as Aotea) that each lot in the 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 the Vendor 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. Should the Purchaser wish to incorporate an additional self-contained living area within the same roofline, or a pre-built transportable or relocatable dwellinghouse, then the prior approval of Aotea shall be obtained.

(ii) Not to erect or allow to be erected a dwellinghouse of a floor area less than 120 square metres and if the floor area of less than 140 square metres to have all such floor and roof plans and exterior specifications approved in writing by Aotea prior to application for a Building Consent, and/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, verandas 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. The approval by Aotea is for subdivision standard control purposes only and implies no warranty as to the quality or suitability of the dwellinghouse in any manner whatsoever.

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.

(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, timber or solid weatherboard with a maximum erected width not exceeding 150mm, or any other exterior cladding material for which the purchaser has first obtained Aotea's consent in writing. The approval by Aotea is for subdivision standard control purposes only and implies no warranty to the quality or suitability of the dwellinghouse in any manner whatsoever.

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 that exterior finish unless otherwise approved in writing by Aotea. 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 in writing by 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.

(vi) To construct a minimum of one garage which is to be attached to the dwellinghouse unless approved otherwise in writing by Aotea. The garage must be constructed in the same architectural style with the same cladding materials as the dwellinghouse and is not to be used for the purpose of live-in accommodation unless approved otherwise in writing by Aotea.

Unless approved otherwise in writing by Aotea, 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 prepainted 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 unless approved otherwise in writing by Aotea.

(viii) Not to erect any more than one dwellinghouse on the land nor subdivide or crosslease the land further unless approved otherwise in writing by Aotea.

(ix) Not to carry out on any of the lots any construction or reconstruction of or alteration, addition or refurbishment to any dwellinghouse which results in the exterior appearance and architectural standard of the dwellinghouse 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, driveways, landscaping or fencing 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 written approval of Aotea.

(xii) Unless prior written 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.

Within 6 months of the completion of the dwellinghouse, interior window linings shall be hung, lawns to be laid, reinstatement of the Local Authority owned land (road reserve) in front of the lot is to be completed, unless prior written approval from Aotea is given.

Further, within the 6 months of the completion of the dwellinghouse, landscaping encompassing sufficient plants, trees and shrubs to enhance the street appeal of the said dwellinghouse shall be completed. In this respect, full landscaping plans are to be submitted to Aotea for written approval prior to undertaking the landscaping work concerned. In determining whether or not to approve the plans and specifications, Aotea will take into account the appearance of the proposed dwelling and surrounding dwellings and streetscape.

(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, boat, vehicle (including recreational and trade vehicles) 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 caravan, boat, vehicle (including recreational and trade vehicles) or other equipment or materials or machinery, or trailers are to be regularly located on the street or footpath. Any caravan, boat, vehicle (including recreational and trade vehicles) or other equipment or materials or machinery, or trailers located on that area between the front boundary of the land and the dwellinghouse and beside the dwellinghouse, are to be screened so as not to be highly visible from the road and also meets Local Authority requirements unless prior written approval of Aotea is given. No vehicle, 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) Except during construction, not to erect any fence constructed of shade-cloth, netting, iron or steel of any profile, untextured woodfibre cement panels, plywood, fibrolite or post and wire unless prior written approval of Aotea is given. All final and permanent fences and retaining structures are to comply with Local Authority requirements, however, no fence, hedges or retaining structures (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, except for corner sections for which the written approval of Aotea is to be sought, or to exceed 1.83 metres in height elsewhere on the property.

Should a fence and retaining structure be built as one, the measurements shall not exceed either of those already specified above. Any variation to this clause shall require Aotea's written approval at which time, Aotea will take into account the appearance of the proposed structure in relation to the design and streetscape appearance.

(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 features, or their fittings or attachments including any hedges, apart from the maintenance thereof without the prior written 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 caravan, boat, vehicle (including recreational and trade vehicles) or other equipment or materials or machinery, or trailers on the Local Authority owned land.

(xx) Unless prior written approval of Aotea is sought, not to permit the land or dwelling to be used on a commercial basis and is approved in accordance with any Local Authority ordinances and further, not without the written approval first had in writing from Aotea to use or permit the use of the dwellinghouse, garage or other outbuilding erected on the land for use on a commercial basis or as a boarding-house.

(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.

(xxii) Except for driveways, 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.

(xxiii) To keep and maintain in a neat and tidy condition and prevent from becoming unsightly at all times, the section and the Local Authority owned road frontage (road reserve) of the section from the possession date.

(xxiv) Not to construct any letterbox that is not aesthetically sensitive in terms of quality, design and location and not to site any letterbox on Local Authority owned land. Not to site any clotheslines in such a way as to be highly visible from the street nor neighbouring properties. The final location and design of such clotheslines and letterboxes to be at the sole discretion of Aotea. Should consent be required, it shall be by way of prior written approval from Aotea.

(xxv) The Purchaser shall use best endeavours to locate any attachments to the dwellinghouse and buildings (including but not necessarily limited to television antenna, solar hot water panels and airconditioning units) 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 stormwater from the lot, such stormwater drainage not to be detrimental to the water quality of the stormwater network. The Purchaser shall also ensure that no discharge from the lot whether of a soluble or insoluble nature shall occur. The Purchaser is responsible for all costs, claims or demands for any remedial action undertaken for any breach thereof.

(xxvii) Before the commencement of construction, the Purchaser shall erect either a temporary or permanent fence around the perimeter of the said lot to define the construction zone. Any temporary fencing erected for the construction phase of the dwellinghouse shall be removed within 8 weeks of construction being completed.

During construction not to allow rubbish to accumulate on the site and shall ensure container bins shall be kept on the lot for the accumulation and 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 only have access across any other site upon obtaining prior written approval from the owner. 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 to minimize dirt being carried on to the road.

The Purchaser shall re-instate, replace and responsible for all costs arising from damage to the landscaping, berms, roading, footpaths, kerbs, streetlights, streetsigns, concrete or any 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, consultants, contractors 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. 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.

(xxix) 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.

(xxx) 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.

(xxxi) 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 contained 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);

(xxxii) 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.

(xxxiii) In any circumstances where Aotea approval is required in respect of any covenant, then any approval shall be at Aotea's sole discretion and in no circumstance shall Aotea be required to give any reason for it's decision.

(xxxiv) 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 or Aotea 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 notice being made by Aotea or any of the registered proprietors of the Lots, then the Purchaser will pay to Aotea or 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 until the breach is remedied, together with any costs and expenses incurred by Aotea or any registered proprietor to remedy the breach or non-observance

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 DOTH HEREBY COVENANT with Aotea that if the Purchaser shall transfer, assign or otherwise dispose of his interest in the land then the Purchaser 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.