

Insert instrument type

Land Covenants

It is intended that the land in Certificates of Title 788970 to 789057 (inclusive) ("Lots") shall be subject to and shall have the benefit of certain covenants as set forth in Schedule One to this Instrument TO THE INTENT that each of the residential lots ("the servient Lots") shall be bound by the stipulations and restrictions set out in Schedule One for the benefit of each of the other Lots ("the dominant Lots") and that the owners and occupiers for the time being of any of the dominant Lots may enforce the observance of such stipulations and restrictions against the owner and occupier for the time being of any of the servient Lots.

For avoidance of doubt any reference to "Lot" or "Lots" in these covenants includes a reference to a Lot or Lots created from further subdivision permitted by covenant 7 below as the context requires.

As incidental to the within instrument the parties hereby covenant as set out in Schedule One to the end and the intent that each of the servient Lots shall be subject to the covenants set forth in Schedule One hereto for the benefit of the dominant Lots and that any of the owners and occupiers for the time being of the dominant Lots may enforce the observance of such stipulations and restrictions against any of the owners for the time being of the servient Lots PROVIDED ALWAYS that the owners of the servient Lots shall as regards the stipulations and restrictions be personally liable only in respect of breaches thereof which shall occur while they are registered proprietors of the servient Lots in respect of which any such breach shall occur (or is alleged to occur).

All covenants set forth in Schedule One to this instrument shall remain in force until 1 January 2040 and are enforceable by Carrus Limited ("Aotea") at their sole discretion.

SCHEDULE ONE

1. To erect only one single new residential dwellinghouse/primary building and associated ancillary building on the lot.
2. Not to erect or allow to be erected a dwellinghouse/primary building of a floor area less than 130 square metres, except for those further subdivided lots referred to in covenant 7 for which permitted floor area may be less than 130 square metres. (The floor area measurement to be exclusive of garage, carports, decking, breezeways, entry porches, verandas and roof overhang)

ALL plans for dwellinghouse/primary buildings/garages and carports and the siting thereof, are to be 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/primary building/garage/carport. In determining whether or not to approve the plans and specifications, Aotea will take into account both the appearance of the proposed dwellinghouse/primary building/garage/carport and the appearance of other dwellinghouses/primary buildings/garages/carports in close vicinity to the said dwellinghouse/primary building/garage/carport to the intent there should be a range of style, design and appearance of dwellinghouses/primary buildings/garages/carports within the

subdivision.

The Grantor shall construct the said dwellinghouse/primary building/garage/carport in accordance with the plans approved in writing. Any alteration, modification or variation thereof to the said dwellinghouse/primary building/garage/carport shall require further written approval by Aotea prior to such modifications or variations commencing.

3. To construct any dwellinghouse/primary building with a minimum of 60% of the non-glazed exterior cladding of the dwellinghouse/primary building consisting of any of the following materials: kiln fired or concrete brick, plaster or cement texture finish, stone, linea, or timber weatherboard with a maximum erected width not exceeding 150mm, or any other exterior cladding material for which the Grantor has first obtained Aotea's consent in writing.

All exterior surfaces which are not pre-colour coated or finished shall be painted, or stained prior to the dwellinghouse/primary building being occupied.

Where a dwellinghouse/primary building/garage/carport has a basement, exposed subfloors, framing and/or decks, the exposed areas shall be clad in permanent materials in conformity with the main parts of the residence.

4. Any dwellinghouse/primary building or garage wall predominantly facing the road frontage must include at least one window or feature.

5. The final colour of the exterior cladding is to be of subdued or non-vibrant colours.

Not to use reflective surfaces on any exterior cladding or roofing on the dwellinghouse/primary building and any other buildings.

In order not to create a glare offensive to adjoining property owners, not to use any metal clad roofing that has not been factory pre-painted or use any roofing material which exceeds 20% reflectively as measured on the British Standard Specification Colour Range BS5252 or equivalent.

6. To construct a minimum of one garage which is to be attached to the dwellinghouse/primary building. The garage must be constructed in the same architectural style with the same cladding materials as the dwellinghouse/primary building.

All other sheds or buildings are not to extend beyond the front building alignment of the dwellinghouse/primary building, are to have their exterior cladding colours in keeping with the main dwellinghouse/primary building and are to be screened so as not to be highly visible from the street and neighbouring properties.

Any structure/building that requires Council consent shall have its exterior cladding and colours in keeping with the main dwellinghouse/primary building and shall be approved in writing by Aotea.

7. Not to subdivide the lot further except for Lots 1043, 1044, 1047-1050 (inclusive), 1090-1094 (inclusive) and 1124-1126 (inclusive) which are designated lots that can be further subdivided.

8. Not to allow any buildings, structures, driveways, landscaping, signs or fencing on any of the lots to fall into disrepair.

Not to allow to remain on any dwellinghouse/primary building, walls, fence, signs, structure or other building on the lot, 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 Grantor.

9. Not to construct any road on any part of the said lot which provides access to any other lot adjoining the said lots.
10. To complete any construction of the approved dwellinghouse/primary building (including exterior painting and decorating) within 9 months of commencement of excavation of the dwellinghouse/primary building 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.
11. Within 9 months of the completion of the dwellinghouse/primary building, submit to Aotea for written approval full landscaping plans for the said lot, and further within that 9 months, undertake all landscaping as detailed in those approved plans, together with reinstating the Local Authority owned land surrounding the lot. Such plans must encompass fences, paths, driveways, retaining walls, letterbox and sufficient plants, trees and shrubs to enhance the street appeal of the said dwellinghouse/primary building. A minimum of 2 trees of 1.8m-5m in height at the time of planting, must be planted on the road/right-of-way frontage of the lot. In determining whether or not to approve the plans, Aotea will take into account the appearance of the proposed dwellinghouse/primary building and surrounding dwellinghouses/primary buildings and streetscape.

Within 9 months of the completion of the dwellinghouse/primary building, permanent interior window furnishings shall be hung.

12. Except for driveways, not to carry out landscaping on the road frontage of the Local Authority owned land.
13. To keep and maintain in a neat and tidy condition and prevent from becoming unsightly at all times, the lot and the Local Authority owned road frontage (road reserve) of the lot from the date the Grantor takes possession of the lot.
14. Not to bring on to, or to allow to remain on the said lot any:
 - vehicle (including recreational and trade vehicles) with a gross laden weight exceeding 3,500 kgs
 - temporary building
 - caravan, motorhome, pleasure craft/boat
 - trailer
 - or any other equipment, materials or machinery

unless garaged or adequately screened from the road and neighbouring properties and to prevent noise likely to cause offence to residents.

During the time of construction:

- a temporary building/container
- trade vehicles
- and any other equipment

to be used in conjunction with the construction of the dwellinghouse/primary building on the lot, shall be allowed to enter and/or remain on the lot without screening, but shall be removed within 8 weeks of completion of the dwellinghouse/primary building.

No caravan, motorhome, boat, vehicle (including recreational and trade vehicles) with a gross laden weight exceeding 3,500kgs, bus, or other equipment or materials or machinery or trailers are to be regularly located on the street or footpath.

No caravan, motorhome, boat, vehicle (including recreational and trade vehicles), bus or other equipment or materials or machinery or trailers shall have any maintenance or repair work carried out on the street, footpath or other Local Authority owned land.

No vehicle, caravan, bus or motorhome shall be placed on the said lot to be used for residential use other than for short term occupation of visitors for a period not exceeding 2 weeks in any 6 month period.

15. Not to erect any fence constructed of shade cloth/netting/plastic/steel of any profile (except during the time of construction), long run or corrugated iron, untextured woodfibre cement panels, plywood, fibrolite or post and wire.

All final and permanent fences are to comply with Local Authority requirements. All side and rear boundary fences shall not exceed 1.80 metres in height above Aotea's finished ground level on the lot where the fencing structure is to be built. Any fence within 3 metres from the road/right-of-way frontage boundary shall not exceed 1.2 metres in height from Aotea's finished ground level where the fencing structure is to be built, and the design thereof shall be approved in writing by Aotea.

Should screening be required for privacy between the dwellinghouse/primary dwelling and the road frontage boundary, Aotea may grant dispensation to this ruling by way of written approval. For ease of clarification, this fence should combine either permeable (see-through) materials and/or be aesthetically designed, together with soft landscaping.

All fences built on the top of the bank of the south western boundary of Lots 1052-1084 (inclusive), shall be permeable (see through) and shall be no higher than 1.5 metres from Aotea's finished ground level where the fencing structure is to be built. All side boundary fences shall, from a minimum of 1 metre back from the corner post, slope down to join this 1.5 metre fence.

Retaining structures shall meet Local Authority requirements but shall not exceed 1.5 metres in height above Aotea's finished ground level of the lot where the retaining structure is to be built. Retaining structures that are required to exceed 1.5 metres in height shall be stepped by a minimum of 500mm and landscaped to soften the visual appearance of the retaining structure. No stepped increment shall exceed 1.5 metres in height.

Should a fence and retaining structure be built as one, the measurements shall not exceed 2.5 metres above Aotea's finished ground level of the lot where the fence/retaining structure is built.

16. 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.
17. Not to alter, interfere with, paint, add to, or otherwise change the entrance walls or subdivision features, or their fittings or attachments including any hedges, apart from the maintenance thereof.
18. Not to permit the lot to be occupied or used as a residence unless the dwellinghouse/primary building on the property has been substantially completed in accordance with the Covenants and the Local Authority Code of Compliance Certificates have been issued for the dwellinghouse/primary building.

Further, not to permit the garage or other outbuildings erected on the said lot to be lived in.
19. Not to permit the lot, dwellinghouse/primary building, garage or other outbuildings on the said lot to be used on a commercial basis unless prior written approval of Aotea is sought and all Local Authority requirements are met.
20. Following completion of dwellinghouse/primary building, not to display more than one advertisement, sign or hoarding of a commercial nature measuring in excess of 1000mm x 1000mm on any part of the lot, dwellinghouse/primary building or Local Authority land. All signs and hoardings must be kept in good condition at all times.
21. The Grantor shall use best endeavours to locate clotheslines, and any attachments around or on to the dwellinghouse/primary building and other structures (including but not necessarily limited to television antenna and air-conditioning units) so they are not highly visible from any road or boundaries of neighbouring properties.

The location of all solar panels must be approved in writing by Aotea.
22. 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 Grantor shall also ensure that no discharge from the lot whether of a soluble or insoluble nature shall occur. The Grantor is responsible for all costs, claims or demands for any remedial action undertaken for any breach thereof.
23. Before the commencement of construction, the Grantor 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/primary building shall be removed within 8 weeks of construction being completed.
24. Not to allow commencement of any work on the said lot and/or dwellinghouse/primary building without all contractors/subcontractors/agents/tenants and other occupiers of the said lot being made aware of the restrictions created by these covenants and further, to ensure the compliance thereof.
25. Before construction of the said dwellinghouse/primary building, stockpiling and storage of materials is strictly prohibited on the lot.

- Before, during and after construction, the use of adjacent or abutting land and footpaths for access, is strictly prohibited, provided however, that the Grantor or the Grantor's agents or invitees may only have access across any other lot upon obtaining prior written approval from the owner and/or Aotea with the owner's authority. Stockpiling and dumping of rubbish is strictly prohibited. Once construction has commenced the Grantor shall ensure container bins are kept on the said lot for the accumulation, containment and disposal of all rubbish and shall take all necessary steps to cover the bin when not in use to prevent rubbish from escaping. When necessary all such rubbish shall be removed.
26. The Grantor shall ensure that all landscaping, berms, roading, footpaths and kerbs are kept clean and free from debris prior, during and after construction.
- The Grantor shall re-instate, replace and be responsible for all costs arising from damage to the landscaping, berms, roading, footpaths, kerbs, streetlights, street signs, concrete or any other structures in the subdivision arising from the Grantor's use of the lot directly or indirectly through the Grantor's actions or those of the Grantor's agents, consultants, contractors or invitees.
27. Not to bring on to raise, breed or keep any animals, reptiles, poultry or livestock on the lot or buildings except to keep a maximum of three animals limited to dogs or cats and is in keeping with Local Authority regulations. 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.
28. Aotea may in its sole and absolute discretion, grant written approval upon request, to allow a waiver, dispensation, variation or amendment to any of the above covenants, after considering all information and relevant factors and on such terms and conditions as Aotea may determine (in its sole and absolute discretion). The written approval under the relevant covenants by Aotea is for subdivision standard control purposes only and implies no warranty as to the product, design, quality or suitability of the dwellinghouse/primary building on the said lot in any manner whatsoever.
29. 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.
30. The Grantor covenants that they will at all times save harmless and keep indemnified Aotea from all proceedings, costs, claims and demands in respect of breaches by the Grantor of any of the stipulations, restrictions and covenants contained in the preceding clauses.
31. 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 Grantor, for itself and any person claiming an interest in the land through or under the Grantor, appoints Aotea as its attorney to exercise the

powers set out in 31.(a)

- (c) the production of an agreement signed by the Grantor containing or annexing these covenants shall be sufficient authority for the exercise of the powers set out in 31.(a);

- 32. Notwithstanding Clause 31. 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 Grantor 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 rights which the Porirua City Council may have at law.
- 33. 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 its decision.

If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Grantor or Aotea may have to any person having the benefit of this covenant, should the Grantor not rectify the breach or non-observance of any of the foregoing covenants within 10 working days of written notice being made by Aotea or any of the registered proprietors of the lots, then the Grantor will pay to Aotea or the person making such demands as liquidated damages the sum of \$250 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.