

PROPOSED LAND COVENANTS

- (a) The Purchaser will not conduct on the property any site works or building works including fencing unless the plans and specifications for such works have been approved by the Vendor prior to the commencement of any such works on the property. Where the consent of the Vendor is required to be given, the Vendor will in its sole discretion confirm or decline such consent in writing to the purchaser within 3 working days of receipt of the relevant information, and such approval will not be unreasonably withheld where the Vendor is satisfied that the works will comply with the other stipulations and restrictions contained in these covenants.
- (b) All dwellings and ancillary buildings on the property shall be designed in a professional manner and provide for an attached garage and shall;
 - (i) If the area of land is less than 450 square metres then the minimum floor area of any dwelling house erected, constructed or placed on the land shall be 110 square metres (excluding any roof overhang, verandas, garage, carport and decking).
 - (ii) If the area of land is 450 square metres or larger but less than 600 square meters then the minimum floor area of any dwelling house erected, constructed or placed on the land shall be 120 square metres (excluding any roof overhang, verandas, garage, carport and decking).
 - (iii) If the area of land is 600 square metres or larger then the minimum floor area of any dwelling house erected, constructed or placed on the land shall be 140 square metres (excluding any roof overhang, verandas, garage, carport and decking).
 - (iv) Be constructed to a shape other than a simple rectangle or square and shall contain a minimum of three (3) hips and or gables to the roof line.
 - (v) All dwellings built on the property must have enclosed foundations with no visible piles or poles.
 - (vi) Any space under a dwelling on the property which is to be reserved for parking or is to be used as a garage must be in the form of a closed in basement.
- (c) The Purchaser will not to allow to be transported onto the property, any pre-used, existing or pre-built house or out building. The intention being that all buildings on the property must be new buildings.
- (d) The Purchaser will not use any pre-used building materials in the construction of any buildings or fencing on the property.
- (e) The non-glazed exterior cladding of any dwelling house shall not be less than 85% of any of the following materials:
 - (i) Kiln fired or concrete brick;
 - (ii) Stucco finish on linea polystyrene, concrete block or solid concrete;
 - (iii) Stone;
 - (iv) Cedar or solid timber;
 - (v) Metal laminate on solid timber; or
 - (vi) Linea board.

- (f) Any weatherboard exterior cladding shall be manufactured and installed in a good and workmanlike manner using traditional scribes and boxed corners. No weatherboard shall be used which exceeds a finished face width of 180mm. Any dwelling with an exterior finish in the form of a flat cladding, poured concrete, or concrete block shall be plastered and textured to fully obscure such base material. All surfaces which are not pre-coloured or pre-coated shall be painted or stained prior to the dwelling being occupied.
- (g) The Purchaser will not construct any building on the property using as external cladding:
 - (i) Any flat plywood sheeting;
 - (ii) Corrugated iron (provided however that "corrugated iron" does not include zincalume' or similar modern materials); or
 - (iii) Any flat fibre-cement sheeting or any product known as or similar to "fibrolite", "hardiflex" or "hardiplank", unless the sheeting, iron or product is used in association with a textured finish.

Nothing in this clause will apply to a soffit or gable end forming part of a building.

- (h) Any dwelling (including garage, carports & decking) or ancillary building shall not be built within 1.5 meters of any adjoining lot, or 1.5 meters of any public road or walkway boundary.
- (i) The Purchaser will not erect any duplex dwelling on any lot. For the purpose of this clause duplex dwelling means a side by side dwelling on a single lot sharing a common wall.
- (j) The Purchaser will not allow any form of metal roofing on the property unless the same has been pre-painted and the roofing materials on any ancillary building must match that used on the dwelling.
- (k) No more than one dwelling plus ancillary buildings can be erected on a lot of less than 800 square metres net excluding any area designated as right of way. No dwelling shall incorporate an attached self-contained unit or space (i.e. area that contains independent cooking facilities, bathroom and bedroom) unless the site is 800 square metres or larger.
- (l) The property shall not be further subdivided, cross-leased, nor shall unit titles be created under the Unit Titles Act 2010.
- (m) The property shall be used for residential purposes only and:
 - (i) shall not be occupied as a residence unless the building on the property has been substantially completed in accordance with the terms of this instrument and the buildings meet the requirements of the Matamata Piako District Council or any successor territorial authority ("Local Authority");
 - (ii) shall be a new residential home, or a relocatable home show home that shall have been purposefully constructed for relocation on such site and approved by the Vendor.
- (n) No advertising, signs or hoardings are to be erected on the property, except during construction of any dwelling on the property or, on the sale of the property. Up to two signs or hoardings may be erected for the purpose of advertising builders, suppliers or selling agents.
- (o) Once construction of the dwelling has been substantially completed, not to bring onto or allow to remain on the property or any internal road of the subdivision any temporary

building, boat, truck, caravan, camper, trade vehicle or other equipment or materials or machinery unless it is garaged or screened from the road frontage so as to protect the aesthetic qualities of the subdivision and to prevent noise likely to cause offence to residents in the subdivision. No recreational or commercial vehicles or trailers are to be regularly located and left parked on the street or footpath or in front of the building line of the dwelling erected on the property.

- (p) The Purchaser will not have any boarding or breeding kennels, at the property and not to have any animals on the property other than domestic pets.
- (q) The Purchaser shall ensure that it enhances the quality and appearance of all attachments to any buildings on the property or installations on the property which shall include but shall not be limited to television antennas, solar hot water panels, and satellite dishes by discreetly integrating such attachments with the dwelling so they are not highly visible from the street, thoroughfares or adjoining properties.
- (r) The driveway is to be constructed with a full border structure and finished in either:
 - (i) Concrete; or
 - (ii) Hot mix tar seal; or
 - (iii) Cobblestones/Flagstones; or
 - (iv) Bricks.
- (s) The Purchaser will not permit the driveway on the land to remain uncompleted without a solid running course for more than six months after occupation of the dwelling house.
- (t) Prior to the commencement of any fences being built, the design and location of the fence is to be approved by the Vendor. The top of the fence shall in all places be level. The fence shall not have a slope.
- (u) No fence will:
 - (i) be constructed of unpainted iron or steel, post and wire, Ponga Logs, plywood sheeting, or any untextured flat fibre-cement sheeting or any untextured product known as or similar to "fibrolite", hardiflex" or "hardiplank;
 - (ii) exceed 1.8 metres in height above the natural ground level;
 - (iii) be higher than 1.2 metres on any front boundary or on any side boundary closer than 5 metres from the street front boundary and no road front boundary fence shall be constructed from timber and vertical pales. Fencing may increase in height after the 5 metre set back.
- (v) The Purchaser agrees it will not call upon the Vendor to pay for or contribute towards the cost of erection or maintenance of any fence between the Lot and any adjoining land owned by the Vendor but this condition shall not enure for the benefit of a purchaser of such adjoining land or any part thereof.
- (w) The Purchaser will not permit any building, or associated works in the course of construction to be left without substantial work being carried out for a period exceeding three (3) months and not permit complete construction of any such work to be delayed beyond nine (9) months of the laying of the foundations for the dwelling to be constructed on the property.
- (x) The Purchaser will not permit any driveway, fencing or landscaping in the course of construction to be left without substantial work being carried out for a period exceeding three (3) months and not to permit completion of any such works to be delayed beyond

fifteen (15) months from the laying of the foundations for any dwelling on the property, or six (6) months from the beginning of the work themselves, whichever is the sooner,

- (y) The Purchaser will not allow on or allow to remain on the property, any temporary dwelling or structure (except as used in conjunction with the construction of permanent buildings and which will be removed upon completion of the work).
- (z) The Purchaser will not permit any soil to be stored on the property at any time after completion of the dwelling or full occupation of the dwelling whichever occurs first and not to permit or cause the removal of soil from the property except as shall be necessary for the construction of any building, the installation of a water tank, or any swimming pool.
- (aa) One ancillary building (garden shed) per lot will be permitted even though it is not be in keeping with the covenants described herein provided it is screened from any adjoining lot, roadway, public area or walkway and is not built within 1.5 metres of any adjoining lot and or boundary. Such ancillary building (garden shed) must have a floor area of less than 9 square metres and be constructed with prefinished materials or painted in neutral colours.
- (bb) The dwelling and any ancillary buildings shall meet the requirements of the Local Authority.
- (cc) The Purchaser will reinstate, replace or be responsible for all costs arising from damage to the landscaping, roading, footpaths, kerbs or other structures in the subdivision arising from the Purchasers use of the property directly or indirectly by the actions of the Purchaser themselves, their agents, or invitees.
- (dd) Any clothesline on the property must not be visible from any road, public area or walkway.
- (ee) The Purchaser will keep the property in a neat and tidy condition and will prevent long grass and weeds growing thereon. The Vendor may in order to preserve the overall appearance of the subdivision continue to mow the property on behalf of the Purchaser in which event the Vendor may enter upon the property for such purpose until the time the Purchaser commences construction of a house on the property and the cost of so doing shall be receivable from the Purchaser at a rate of \$80.00 for each mow of the property. The Vendor shall not be responsible for any damage or deterioration occasioned to the property as a result of the reasonable exercise by the Vendor of its powers under this clause or to anything or structure placed on it.
- (ff) During the course of construction of any dwelling or other building works on the property for the purpose of vehicular access a timber or sand ramp shall be constructed and maintained over all kerbing and footpaths to provide adequate protection to such structures. Such ramp shall be used for all vehicular access during such construction. The Purchaser shall remove the ramp and clean the area and repair any damage immediately on completion of the construction.
- (gg) The Purchaser will not permit or cause any rubbish to accumulate or be placed upon the property.
- (hh) The Purchaser will not use the property or permit the property to be used for any trading or commercial purposes.
- (ii) The Purchaser acknowledges that the property is part of a development which may be done in stages.
- (jj) The Purchaser must ensure that the grass berm adjacent to their property boundary is

maintained at all times. The grass berm is defined as the land between the property boundary and the sealed roading or the adjacent pedestrian access ways.

- (kk) The Vendor or its agents' or servants' costs of remedying any breach of the Covenantor's obligations under the Covenants, will be recoverable from the Purchaser when incurred and from the date that the payment of such costs are due for payment until the date such costs are paid to the Vendor, the costs will bear interest by way of liquidated damages at the rate of 15% per annum calculated on a daily basis.
- (ll) The Purchaser acknowledges that the value of the area of the subdivision development will be affected by the standard of the building erected on the property and by failure to comply with the Covenants. The Purchaser covenants for the Purchaser personally and the Purchaser's executors, administrators, and assigns that should there be any breach or non-observance of any of the Covenants by the Purchaser, without prejudice to any other liability which the Purchaser may have to any person having the benefits of the Covenants, the Purchaser will, on the receipt of a written demand by the Vendor:
 - (i) Pay to the Vendor as liquidated damages the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) or a sum equal to 25 per centum of the cost of the erection of the dwelling house whichever sum is the larger immediately upon receipt of a written demand for payment from the Vendor or the Vendor's solicitors; and
 - (ii) Shall permanently remove or cause to be permanently removed from the property any improvement or structure so erected or repaired or remedy any other breach or non-observance of the foregoing covenants.

PROVIDED and it is further agreed and acknowledged that:

- (iii) The Purchaser shall only have liability with respect the provisions of Covenants above while the Purchaser is a registered proprietor of the property.
- (iv) If there is a default or defaults and if:
 - A. such default is remedied within one month of notice in writing requiring the removal of such cause of default; and
 - B. the defaulting party pays all reasonable legal costs and other expenses incurred by the party enforcing the said covenants;

then the penal sum prescribed for by clause 37(a) hereof shall be waived PROVIDED THAT this waiver shall not apply in respect of any subsequent default of a similar nature.

- (mm) The rights and obligations of the Vendor to enforce the terms of the rights and benefits conferred by the foregoing Covenants and by this clause shall terminate twelve calendar months from the date on which it ceases to be an owner of any lot in its subdivision plan and from that date the right to enforce the rights and benefits so conferred shall in accordance with normal legal principles vest in the owners of any lots in the said subdivision which obtain benefits from the said covenants.
- (nn) The Covenants shall enure for a period of fifty (50) years from the date of registration of this easement instrument.
- (oo) The Vendor will not be required to enforce all or any of the covenants, stipulations or restrictions contained in this instrument, nor will the Vendor be liable to the Purchaser for

an breach of any covenants, stipulations or restrictions by the registered proprietors of an of the other properties.

- 1.2 The Vendor reserves the right to make and consent to any changes to the terms and conditions of the Covenants at any time, whether on a global or individual Lot basis, and if any variations or alterations to the Covenants are made by the Vendor then the Purchaser will accept the same without any right or claim to compensation against the Vendor.

PEAKEDALE SUBDIVISION FENCING PHILOSOPHY

- Peakedale Subdivision LP (“Peakedale”) has included within the above building covenants, controls to govern the height, location and material usage for the construction of fencing within the subdivision.
- Peakedale believes the performance and appearance of fencing has a major impact on the amenity of the subdivision and its overall presentation. To this end Peakedale have prohibited the use of ponga logs, unpainted iron and post and wire fencing. This leaves a wide choice of material uses and design options.
- Peakedale’s “Fencing Philosophy” number one priority is to satisfy the individual needs and desires of its section owners as the section owners are the people who have to live with it. This is why Peakedale insisted (within the covenants) that clotheslines, garden sheds, boats etc are screened from public areas.
- This is acceptable provided the fence is well constructed, erected in a timely manner and utilises new materials recognised as being suitable for their purpose and being acceptable to Peakedale. Peakedale would prefer palings to be fixed on the public side of the railings.
- Peakedale ask that you consult with your neighbours, and suggest the provisions contained within the Fencing Act will apply (subject to the land covenants) if agreement cannot be reached. Peakedale also intends discussing with you, the impact your proposed fences will have on street scape and the value of your home.
- Peakedale recommend that you take into consideration, the effect of any existing fencing erected on a neighbouring property and design your fence to complement existing fence heights and usage. This will be done on a first in first serve basis.
- To this end, Peakedale wish to state that no fencing erected *on any street front or on any side closer than 5 metres from the street front boundary* shall exceed 1.2m in height and no fencing erected *on any boundary retaining wall* shall exceed 1.4m in height. A fence erected on the road front boundary cannot be constructed from timber and vertical pales. The maximum height of any fence is stated at 1.8m, thus a 1.8m high fence is permitted, provided it is set back from the boundary and is not erected on any boundary retaining wall. You could also step the fence line with occasional plantings to both sides and variable finished heights. The top of the fence shall in all places be level.
- “Hot colours” cannot be used and advertising signs other than for the purposes of building or selling cannot be erected.

- Peakedale's first priority is your privacy and security. However, Peakedale does wish to maintain the street scape for all the residents of Peakedale and will be looking to utilise a design and materials to complement the subdivision design and your individual residences.
- Peakedale undertakes to make themselves available for consultation, to provide any decisions promptly and efficiently and to satisfy where possible, your individual desires.
- We draw your attention to clause 6.5 of the Sale and Purchase Agreement general clauses. As developers we are not required to contribute toward the cost of any fence where the developer owns neighbouring land.