



# RIVER TERRACES

## Perjuli Developments Limited ("PDL")

### STAGE 4 COVENANTS

1. Each Purchaser will receive the benefit of the land covenants over the other properties in the River Terraces subdivision and acknowledges that the property it is purchasing will be bound by the land covenants.
2. The Purchaser acknowledges and agrees with PDL that each section in the River Terraces 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 PDL 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 objectives the Purchaser for its property and for the benefit of all other properties in the subdivision agrees with PDL and will covenant whether by deed, transfer or otherwise as required, with PDL, or such other person or persons as are nominated by PDL (including its successors in title) for the Purchaser and its executors, administrators, transferees, assigns and successors in title in relation to the property purchased until 1 January 2035 after which date this covenant shall be of no further effect. The covenants are as follows:-

- 2.1. The Purchaser must erect only one single new residential dwelling house/primary building ("Dwelling") and associated ancillary building on the property and will ensure that any Dwelling complies in all respects with the requirements of the Local Authority.
- 2.2. The Purchaser must not erect, place or permit to be erected or placed on the property more than one single Dwelling. The Dwelling (after including any closed in lock-up garage but excluding verandas, patios, decks, breezeways, entry porches, roof overhang and other attached structures) must have a closed-in floor area of not less than 175m<sup>2</sup>, with the exception of Lots 106 – 113 which are permitted to have a closed-in floor area of not less than 160m<sup>2</sup>.

Notwithstanding the preceding provisions of this clause 2.2, a Dwelling with a main living area and a separate but integrated subordinate living area commonly known as a "granny flat" is permitted where the subordinate living area is confined within the coverall roofline of the Dwelling and does not give the external appearance of comprising a separate unit and provided that the separate living area and/or granny flat complies with the relevant requirements of the Local Authority related to separate living areas and/or granny flats.

- 2.3. The Purchaser will not erect or permit to be erected on the property any Dwelling or any other building or structure that:
- (a) is constructed in part or in full with external second-hand materials (other than bricks or decorative stone);
  - (b) does not comply with the terms and conditions of any consent notice registered on the title;
  - (c) does not comply with the terms and conditions of any building resource consents obtained by the Purchaser; or
  - (d) has less than 60% of the non-glazed exterior cladding of the Dwelling 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 Purchaser has first obtained PDL's consent in writing.

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

The Purchaser will not leave the exterior of any Dwelling unfinished or any exterior wall or door unpainted or unstained, except where cedar cladding or decorative stone or brick are used.

Where a Dwelling 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 Dwelling (and otherwise in compliance with this clause 2.3).

- 2.4 (a) Any Dwelling or garage wall predominantly facing the road frontage must include at least one window or feature.
- (b) The Purchaser must not erect or place or permit to be erected or placed on the property any Dwelling:
- (i) with a flat roof or a roof of one single pitch; or
  - (ii) of a single rectangle or single square shape (after excluding recesses or protrusions for the front and rear entries, patios, bay windows, or other like structure or appurtenances).

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

2.6. The Purchaser will construct a minimum of one garage which is to be attached to the Dwelling. The garage must be constructed in the same architectural style with the same cladding materials as the Dwelling. Any garage door must be setback not less than 1metre from the dominant wall of the Dwelling.

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

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

The Purchaser will not use reflective surfaces or bright colour finishes on any exterior cladding or roofing on the Dwelling and any other buildings.

- 2.8. The Purchaser will not subdivide the property further in order to create any additional lot or lots whether by fee simple titles, unit titles, cross leases or otherwise.

In the event of the Purchaser amalgamating the property with any other lot then for the purposes of these covenants the amalgamated property will be deemed to comprise one single lot. Thereafter the Purchaser will not be entitled to subdivide the amalgamated property into a greater number of lots than those which originally made up the amalgamated property. On any such subdivision each of the new lots will be subject to these land covenants.

- 2.9. The Purchaser will not allow on any of the sections any Dwellings, buildings, structures, driveways, landscaping, signs or fencing to fall into disrepair.
- 2.10. The Purchaser will not allow to remain on any walls, fence, signs, 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.
- 2.11. The Purchaser will not construct any road on any part of the said property which provides access to any other property adjoining the said property.
- 2.12. The Purchaser will complete any construction of the Dwelling (including exterior painting and decorating) within 6 months of issue of the building consent for the Dwelling site and will, within 12 months, 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. A Dwelling cannot be occupied until the code of compliance certificate has issued.
- 2.13. Within 6 months of the issue of a code compliance certificate for the Dwelling, lawns shall be laid, landscaping work encompassing fences, paths, retaining walls and sufficient plants, trees and shrubs to enhance the street appeal of the said Dwelling, and reinstatement of the Local Authority owned land (road reserve) in front of the property shall be completed.

In addition to the above general requirement, the Purchaser will ensure that on the front yard there are not less than two trees each which will have a fully grown height of at least 2.5 metres in height. If the Purchaser defaults in complying with the foregoing requirements of this clause, PDL may enter the property and take whatever action it considers necessary at the expense of the Purchaser to remedy the default and if the Purchaser fails to pay PDL upon demand all costs so incurred, PDL may recover those costs from the Purchaser as liquidated damages in any court of competent jurisdiction.

In addition, the Purchaser will keep the property in a neat and tidy condition and will ensure that grass and/or weeds not exceed 100mm in height or otherwise become unsightly. If the Purchaser fails to do so, the Purchaser will indemnify PDL against the costs of PDL remedying the default, and PDL may enter upon the property for the purpose of remedying such default.

Further, within 6 months of the issue of a code compliance certificate for the Dwelling, no temporary interior window furnishings shall be displayed.

- 2.14. Except for driveways, the Purchaser will not carry out landscaping on the road frontage of the land owned by the Local Authority except in accordance with the general overall landscaping plan prepared by PDL and approved by the Local Authority.
- 2.15. The Purchaser will keep and maintain in a neat and tidy condition and prevent from becoming unsightly at all times, the property and the Local Authority owned road frontage (road reserve) of the property from the date the Purchaser takes possession of the property.

2.16. The Purchaser will not bring on to, or allow to remain on the said property (except during the time of construction of the Dwelling), or on any road of the subdivision or any land owned by the local authority any vehicle (including recreational and trade vehicles) with a gross laden weight exceeding 3,500 kgs. Nor will the Purchaser keep on the property any of the following:

- (a) temporary building (including sheds and containers);
- (b) caravan, motorhome;
- (c) trailer;
- (d) or any other equipment, materials or machinery,

unless garaged or located behind the front building alignment of the Dwelling and adequately screened from the road and neighbouring properties.

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 located on the street or footpath adjacent to the property.

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 land owned by the Local Authority adjacent to the property.

No bus, caravan, motor home, trailer, recreational vehicle nor boat shall be located in the front yard of the property.

No vehicle, caravan, bus or motorhome shall be placed on the property 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.

In addition, the Purchaser will not erect or place or permit to be erected or placed, on the land any secondhand or relocated building or caravan, hut, shed, tent, or vehicle for use as a dwelling or temporary dwelling.

The Purchaser will not:

- (a) allow any immobile or broken down vehicles to be placed or sited on the land in a position where they are visible from the road; or
- (b) place or leave any immobile or broken down vehicles on any road or reserve in the Subdivision.

2.17. Except during construction, the Purchaser will not erect any fence constructed of shade-cloth, netting, iron or steel of any profile, untextured woodfibre cement panels, plywood, fibrolite or post and wire.

The Purchaser will not erect or place or permit to be erected or placed any fencing boundary wall on the property:

- (a) of a height exceeding one metre on any part of the boundary line fronting a public road or within five metres of that boundary line: or
- (b) of a height exceeding one metre on any part of the side boundary lines or within five metres of the boundary line fronting a public road; or comprising:
  - (i) Materials of wire, wire netting, corrugated iron or plywood sheeting; or
  - (ii) Any untextured flat fibre cement sheeting; or

- (iii) Any untextured fibrolite, hardiflex, hardiplank or the like; or
- (iv) Long run roofing material, flat iron or the like.

Lots 117 – 120, and 124 shall not erect or place or permit to be erected or placed on the north/north eastern boundaries of those Lots (along the top of the retaining wall) any fencing other than permeable pool type fencing.

Other than as outlined above, all other permanent fences are to comply with Local Authority requirements however no fence shall exceed 1.8 metres in height above PDL's finished ground level on the property.

Screening may be erected with PDL's prior approval in writing if required for privacy between the Dwelling and the road boundary/reserves/public walkways, cycleways and right-of-ways. For clarity, such screening should combine either permeable materials and/or be aesthetically designed, together with soft landscaping.

Retaining structures on the road boundary shall meet Local Authority requirements but shall not exceed 1.5 metres in height above PDL finished ground level of the property. Retaining structures between the face of the Dwelling and the road boundary that are required to exceed one metre in height shall be stepped by a minimum of 500mm and landscaped to soften the visual appearance of the retaining structure.

The Purchaser will also ensure that any stepped retaining walls and exposed banks on the property are planted in grass or shrubs and that there are no areas of bare clay, gravel or earth on the property.

- 2.18. The Purchaser must pay for construction and maintenance of any fence constructed on the boundary of any adjoining land owned by the Local Authority and not seek contribution from PDL or the Local Authority for such construction or maintenance costs.
- 2.19. The Purchaser will not permit the property to be occupied or used as a residence unless the Dwelling on the property has been substantially completed in accordance with these land covenants and a code compliance certificate has issued for the Dwelling.
- 2.20. The Purchaser will not permit the garage or other outbuildings erected on the property to be lived in.
- 2.21. The Purchaser will not to permit the property, Dwelling, garage or other outbuildings on the said property to be used on a commercial basis unless prior written approval of PDL is first obtained and all Local Authority requirements are met or that purpose is a permitted activity under the relevant district plan and complies in all respects with the district plan. The commercial use must be ancillary and subordinate to the principal use of the property and the Dwelling as a residence.
- 2.22. Following completion of the Dwelling, the Purchaser will not display more than one advertisement, sign or hoarding of a commercial nature measuring in excess of 1000mm x 1000mm on any part of the section, Dwelling or land owned by the Local Authority nor erect or place or permit to be erected or placed on any part of the property adjacent land or street, any advertisement sign or hoarding of a commercial nature provided that:
  - (a) during the course of construction of a Dwelling a builder's sign not exceeding 1.2m<sup>2</sup> in area is permitted; and
  - (b) in the case of a completed dwelling a single "For Sale" sign not exceeding 1.2m<sup>2</sup> in area is permitted.

- 2.23. Within three (3) months of the date a code compliance certificate has issued for the Dwelling on the property, the Purchaser will construct a letterbox that is aesthetically sensitive in terms of quality, design and location and will not site any such letterbox on land owned by the Local Authority. The Purchaser will not locate any clotheslines in such a way as to be highly visible from the street nor neighbouring properties.
- 2.24. The Purchaser shall use best endeavours to locate any attachments around or on to the Dwelling and other buildings (including but not necessarily limited to television antenna, solar hot water panels and airconditioning units) so they are not highly visible from any road or boundaries and neighbouring properties.
- 2.25. The Purchaser will ensure due allowance is made for adequate current and future drainage of all stormwater from the property, such stormwater drainage not to be detrimental to the water quality of the stormwater network. The Purchaser must also ensure that no discharge from the property 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.
- 2.26. Erosion control fencing must be installed around the perimeter of the property to prevent sand, silt or debris run off from the property during and while all excavation construction and landscaping works are being undertaken. That fencing is to be removed once there is no likelihood of such run off and in any event within 8 weeks of completion of landscaping as detailed in clause 2.13.

Before the commencement of construction, the Purchaser shall also erect either a temporary or permanent fence around the perimeter of the property to define the construction zone. Any temporary fencing erected for the construction phase of the Dwelling shall be removed within 8 weeks of construction being completed.

- 2.27. The Purchaser will ensure all contractors/subcontractors/agents/tenants and other occupiers of the property and Dwelling are made aware of the restrictions created by these covenants and further, to ensure the compliance with these covenants.
- 2.28. Before construction of the Dwelling, stockpiling and storage of materials is strictly prohibited on the property.

Before, during and after construction, the use of adjacent or abutting land and footpaths for access, is strictly prohibited, provided however, that the Purchaser or the Purchaser's agents or invitees may have access across any other property with the owner and/or PDL's prior written approval. Stockpiling and dumping of rubbish is strictly prohibited. Once construction has commenced the Purchaser shall ensure container bins are kept on the property for the accumulation and disposal of all rubbish. When necessary all such rubbish or container bins must be removed.

- 2.29. The Purchaser shall ensure that all landscaping, berms, roading, footpaths stormwater drainage systems and kerbs are kept clean and free from debris prior, during and after construction.
- 2.30. The Purchaser 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 Purchaser's use of the property directly or indirectly through the Purchaser's actions or those of the Purchaser's agents, consultants, contractors or invitees.
- 2.31. The Purchaser will not bring on to raise, breed or keep any animals, reptiles, poultry or livestock on the property or buildings except to keep a maximum of two animals limited to dogs or cats and provided the same complies with Local Authority regulations. All animals are not allowed to become a nuisance to others in the River Terraces subdivision and will be controlled so as to prevent them from roaming the River Terraces subdivision at will.

- 2.32. PDL may grant written approval upon request, to allow dispensation or amendment to any of clauses 2.1 – 2.31, after considering all information and relevant factors. The written approval by PDL is for subdivision standard control purposes only and implies no warranty as to the product, design, quality or suitability of the Dwelling on the property in any manner whatsoever.

Should any proposed Dwelling, or other building, structure, fencing or landscaping on the property not comply with these Covenants then the plans for such Dwelling, building, structure, fencing or landscaping must be submitted to PDL for approval, and PDL may in its entire discretion give written approval to the plans submitted in circumstances where in the sole opinion of PDL such approval would not detract from the overall quality and appearance of the River Terraces subdivision. Any such approval may be given on and subject to such terms and conditions as PDL in its sole discretion determines.

PDL may, at any time, nominate any other person or persons to give any approval and in that event, any provision herein relating to approval will apply on the basis that any reference to PDL will be deemed to be a reference to the nominee.

Any approval given by PDL in any circumstance will not serve as a precedent for, or bind PDL or any nominee in any manner with respect to any future application for approval by PDL or any other person.

- 2.33. Where PDL has been dissolved or wound up or otherwise gone out of existence, “approval by PDL” shall mean approval by any party appointed and/or nominated by PDL for this purpose.
- 2.34. The Purchaser covenants that they will at all times save harmless and keep indemnified PDL 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.
- 2.35. In any circumstances where PDL approval is required in respect of any Covenant or dispensation, then any approval shall be at PDL’s sole discretion and in no circumstance shall PDL be required to give any reason for its decision.

3. 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 PDL 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 10 working days of written notice being made by PDL or any of the registered proprietors of other properties in the River Terraces subdivision, then the Purchaser will pay to PDL or the person or persons making such demands as liquidated damages the sum of \$1,000 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 (including legal costs on a solicitor and own client basis) incurred by PDL or any registered proprietor to remedy the breach or non-observance provided that those liquidated damages (excluding legal and enforcement costs) cannot exceed \$150,000.

PDL will not be required, or obliged to enforce all or any of the covenants stipulations or restrictions on the part of PDL contained in these Covenants, nor will PDL be liable to the Purchaser or any other registered proprietor of a property in the River Terraces subdivision for any breach of any like covenants, stipulations or restrictions by the registered proprietors of any of the other properties.

These covenants shall run with the property and shall be, at the discretion of PDL, registered on the title to each property by PDL, at any time and the Purchaser hereby covenants with PDL that if the Purchaser shall transfer, assign or otherwise dispose of its interest in the property 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 PDL whereby such Purchaser or assignee undertakes to fulfil the Purchaser's obligations under the clause in the Agreement for Sales and Purchase. These covenants and restrictions shall expire on 1 January 2035.

**4. No Objection**

4.1 The Purchaser acknowledges that the vendor is developing further stages in the River Terraces subdivision.

4.2 The Purchaser shall not make, initiate, participate in, be party to, finance nor contribute to, frustrate, hinder, prevent or otherwise object or interfere with:

(a) any consents or applications sought or obtained by PDL in relation to PDL developing further stages in the River Terraces subdivision as referred to in clause 4.1 above; and

(b) any lawfully authorised existing or future activity, subdivision and/or development (including the development of further stages as contemplated by clause 4.2(a)) undertaken by PDL or any person nominated by PDL that may give rise to noise, odour, dust and/or nuisance provided that PDL or any person nominated by PDL are operating within the applicable consent or application conditions.