

Land Covenants – Sarsfield Development, Southbridge (Lots 1-7 and Lot 8 (Access Lot))

The Registered Owners of each of Lots 1-7 (each the “Owner”) covenants as follows:

Plans and Specifications

1. To have all Plans and Specifications for Dwellings, Ancillary Buildings, Garages, fences, retaining walls, other structures and development works approved in writing by Sarsfield Developments Limited (the “Developer”) prior to the Owner applying for a Building Consent or commencing any works on the Lot. In determining whether or not to approve the Plans and Specifications the Developer will consider the compliance of the design with the Covenants and whether the structures and other development works proposed on any Lot have been designed in a coordinated and complimentary manner. The assessment of any Plans and Specifications will also include consideration of the appearance of other buildings, existing and proposed in the development. The intention is that there should be a range of styles, designs and appearance of buildings within the development.
2. To construct any Dwellings, Ancillary Buildings and Garages in accordance with the Plans and Specifications approved in writing by the Developer. Any modification or variation to the approved Plans and Specifications will require further written approval by the Developer prior to such work commencing.
3. Notwithstanding the other terms of these Building Covenants; the Developer shall be entitled to give written consent to an Owner for a non-compliance with the Covenants which relate to the design of buildings, at the discretion of the Developer, provided that the non-compliance will not in the opinion of the Developer significantly undermine the objectives of these Covenants. Any Owner wishing to seek the consent of the Developer to a non—compliance with these Covenants must make written application to the Developer for such consent, and such consent must be obtained from the Developer in writing prior to the Owner commencing to construct any buildings which do not comply with these Covenants.

Building Requirements

4. To construct only new Dwellings, new Ancillary Buildings and new Garages on the Lot.
5. To construct on Lots 1-4 a Dwelling with a floor area of not less than 170 m², and on Lots 5-7 a Dwelling with a floor area of not less than 200m² , with the floor area measurement to be determined by the foundation area, inclusive of any Garage, but excluding decking, breezeways, entry porches, verandas or roof overhang. Where a Dwelling has frontage to the Access Lot the front door of the Dwelling is to face and be visible from the Access Lot
6. To construct a minimum of one double (side by side – 4.8m wide garage door), internal access Garage on the Lot which is to be attached to the Dwelling. The Garage must be constructed in the same architectural style as and with cladding materials complimentary to the Dwelling.
7. Where a Garage door or Carport vehicle opening predominantly faces a road frontage or the Access Lot, the Garage door or Carport vehicle opening shall be set back at least 1.5 m from the front face of the Dwelling when measured parallel to the road or Access Lot boundary.

8. Where the walls of any Dwellings, Ancillary Buildings and Garages predominantly face an adjoining road frontage or the Access Lot, these walls must contain at least one gable end, unless the roof style is mono-pitch.
9. Where the walls of any Dwellings, Ancillary Buildings and Garages predominantly face an adjoining road frontage or the Access Lot, these walls must include at least one window or feature, with glazing to make up a combined area of at least 10% of the total surface area of the walls of any Dwellings, Ancillary Buildings and Garages that predominantly face the road frontage.
10. To construct any Ancillary Buildings so that:
 - a) where an Ancillary Building faces the road frontage or the Access Lot, the Ancillary Building shall be set back at least 1.5 m from the front face of the Dwelling when measured parallel to the road or Access Lot boundary;
 - b) the Ancillary Building shall be constructed in the same architectural style with the same cladding material or a complimentary cladding material to that used on the Dwelling;
11. To locate any attachments (including but not limited to television antenna, solar hot water panels, air-conditioning units, gas cylinders, gas hot water systems) around or on the Dwellings, Ancillary Buildings and Garages so they are not highly visible from any neighbouring properties.
12. To construct in a proper and tradesman like manner a driveway and vehicle access in accordance with the requirements of the Local Authority and in a permanent continuous surfacing of concrete or sealing. Specifically, the driveway concrete from the kerb to the Lot boundary shall be constructed in materials consistent with the footpaths in that stage of the development.

Construction Materials, Cladding and Finishing

13. To construct any Dwellings, Ancillary Buildings and Garages so that:
 - a) a minimum of 60% of the non-glazed exterior cladding of any Dwelling consists 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 150 mm), or any other exterior cladding material for which the Owner has first obtained the Developer's consent in writing;
 - b) in combination, the walls of any Dwellings, Ancillary Buildings and Garages that predominantly face the road frontage or Access Lot, must include at least two of the cladding types detailed in Clause 13(a) of these Covenants;
 - c) front doors shall be set in an overall frame with windows on one or both sides, or a window in the door itself;
 - d) any garage door shall be a sectional garage door and must not be a roller door or tilt-a-door;
 - e) any guttering is to be colour matched to the roofing or fascia board and no plastic guttering is allowed. Plastic downpipes are allowed, but only where these are painted the same colour as the exterior cladding. The exception to this requirement is where matching copper guttering and down pipes, or colour bonded metal guttering and down pipes are approved for use as an architectural design feature on the Dwellings, Ancillary Buildings or Garages on the Lot.
14. To construct all fences in compliance with the Local Authority requirements 15. Except during the

time of construction, not to erect any fence constructed of shade cloth, netting, plastic, steel of any profile, long-run or corrugated iron, Lin-textured wood-fibre cement panels, plywood, fibrolite or post and wire, unless the material has been approved by the Developer for use as part of the permanent fencing of the Lot.

16. Any modification or variation to any approved fence will require further written approval by the Developer prior to such work commencing.

Planting

17. Where a lot has direct frontage to a road, 20% the area measured 5 m from the road boundary (remaining once the area of buildings, driveways or paths is subtracted) shall be planted in trees, hedges, shrubs and/or flowerbeds. For the purposes of measuring the area of any tree(s) proposed as part of the required landscaping, the area of any tree shall be considered to be 50% of that tree's canopy area at maturity.

Service Court, Clothesline and Garden Sheds

20. A screened service court shall be provided on each Lot, with screening provided in accordance with the fencing requirements.

21. The service court shall provide space for keeping of rubbish and recycling bins and should also provide space for a clothesline and the location of air conditioning units/heat pumps, gas bottles and similar.

22. If the clothesline is not to be located within the screened service court it should be located in such a way as not to be highly visible from the road or right of way.

23. A detached garden shed can be located on the Lot independent of the requirements related to Dwellings, Ancillary Buildings and Garages, where that garden shed has a floor area of no more than 9 m² and a maximum height of 1.8 m. The garden shed shall not be located forward of the front/road building setback, or within 3 m of a reserve boundary.

Construction Works

24. To ensure all agents, employees, contractors, subcontractors, tenants, licensees and other occupiers of the Lot are made aware of the restrictions created by these Covenants and are required to comply with these Covenants.

25. Before commencement of construction, the Owner will erect either a temporary or permanent fence around the perimeter of the Lot to define the construction zone. Any temporary fencing erected for the construction phase of the Dwellings, Ancillary Buildings and Garages shall be removed within 4 weeks of construction being completed. Completion of construction shall be deemed to be the date that the Local Authority has issued the Code Compliance Certificate for the Dwelling.

26. Before the commencement of construction of any Dwellings, Ancillary Buildings and Garages the stockpiling and storage of materials is strictly prohibited on the Lot, unless approval has been

obtained from the Developer.

27. Before, during and after construction, the use of adjacent or abutting land and footpaths for access, is strictly prohibited, provided however, the Owner can only have access across any other Lot upon obtaining prior written approval from that Lot owner. Stockpiling and dumping of rubbish are strictly prohibited. Once construction has commenced the Owner shall ensure container bins are available on the Lot at all times for the accumulation and disposal of all rubbish, when necessary all such rubbish must be removed.

28. The Owner will ensure that all landscaping, berms, roading, footpaths and kerbs are kept clean and free from debris prior, during and after construction. The Owner shall re-instate, replace and be responsible for all costs arising from damage to the landscaping, berms, reading, footpaths, kerbs, streetlights, street signs, concrete or any other structures in the subdivision arising from the Owner's and/or the contractors use of the land directly or indirectly through the Owner's actions.

29. Notwithstanding Clause 26 of these Covenants, during the construction period, a temporary building/container will be allowed on the Lot to be used in conjunction with the construction of the Dwellings, Ancillary Buildings and Garages but must be removed within 2 weeks of the issuance by the Local Authority of the Code Compliance Certificate for the Dwellings, Ancillary Buildings and Garages.

30. During the period of construction, the Owner will ensure that all required erosion and sediment control measures as required by the Local Authority are in place and appropriately maintained and that spoil, detritus and/or debris are not tracked from the site onto adjoining rights of way and/or roads.

Completion of Works

31. To complete any construction of the Dwellings, Ancillary Buildings, Garages (including the exterior painting and decorating of Dwellings, Ancillary Buildings, Garages), driveway/vehicle access, fencing, landscaping and letter box on the Lot within 12 months of commencement of excavation of the building site, except that all exterior surfaces (which are not pre-colour coated or finished) must be painted or stained prior to the Dwelling being occupied.

32. Works required to be completed under clause 31 above shall include:

- a) lawn(s) to be laid, landscaping work (encompassing paths, retaining walls and sufficient plants, trees and shrubs to meet the planting requirements of these Covenants) and reinstatement of the Local Authority Owned Land adjoining the Lot must be completed; and
- b) permanent interior window furnishings must be hung.

33. That except for driveways, not to carry out landscaping on the road frontage of the Local Authority Owned Land except in accordance with any landscaping plan prepared by the Developer and approved by the Local Authority.

Land Use

34. Not to permit:

- a) the Lot to be occupied or used as a residence unless the Dwellings have been completed in accordance with the Covenants, and the Local Authority Code Compliance Certificates have been issued for the Dwellings;
- b) Ancillary Dwellings or Garages on the Lot to be lived in or otherwise used as dwellings.

35. Not to allow any buildings, structures, driveways, landscaping, signs or fencing to fall into disrepair.

36. Not to allow any graffiti (or similar disfiguring) on the Dwellings, Ancillary Buildings, Garages, fences, retaining structures or any other structure on the Lot to remain in place for more than 5 working days from the date the Owner became aware of the graffiti or disfiguring.

37. To, at all times, keep mown and maintained in a neat and tidy condition (and prevent from becoming unsightly) the Lot and adjoining road reserve where the Lot has frontage to a road and the portion of right of way where the Lot has frontage to a right of way.

38. Not to bring on to, or to allow to remain on the Lot anything set out in the applicable categories in this Clause, unless they are garaged or substantially screened from any adjoining road in order to protect the aesthetic qualities of the Development and prevent noise likely to cause offence to residents:

- a) vehicles with a gross laden weight exceeding 3,500 kg (including recreational and trade vehicles);
- b) temporary buildings (including sheds and containers);
- c) buses, caravans, motorhomes, or pleasure—craft/boats;
- d) trailers or any other equipment, materials or machinery.

39. if the Owner proposes to locate anything set out in the applicable categories in Clauses 38 (a) to (d) inclusive, beyond the front building alignment of the Dwelling where the lot has direct frontage to a road then the required screening must be approved in writing by the Developer and the approved screening must be in place prior to that object being brought onto the Lot.

40. The lot owner must not allow any livestock, animals or beehives to be brought onto or kept on the Property other than normal household domestic pets (and the term "household domestic pets" does not include livestock such as pigs, goats, horses, sheep, chickens, roosters, pigeons, peacocks or any animal which may cause a nuisance to owners or occupiers of properties in the Development). In particular, the lot Owner will not keep or allow to be kept on the property any dog which is generally recognised as being an aggressive breed and which may cause a risk to owners or occupiers of other properties in the Development (for example Pit-Bull Terrier, Japanese Tosa or Dogo Argentino).

Signage

41. Each Owner shall be restricted to erecting the following signs only:

- a) One marketing or "for sale sign" within the boundaries of each Lot, such sign to have a maximum size of 1 m²;

- b) One temporary "open home" sign or flag within the boundaries of the Lot with a maximum size of 1.8 m height and 0.5 m width, such sign to be displayed only when an open home is being conducted and when the salesperson is present on site;
- c) One "open home" sign on the roadside berm provided that such sign is erected only on the day that an open home will take place and only after 7:00 am on the relevant day and prior to 7:00 pm on the relevant day and with a maximum size of 0.5 m x 0.3 m; provided that no such signs shall be erected at the entrance to the Development.
- d) Notwithstanding (a) — (c) above:
 - i. only sign frames approved by the Developer are to be erected on any Lot with Lot details to be contained within the frame;
 - ii. the Developer has sole discretion to allow builders or housing companies, prior to settlement, to have an on-site sign (within a Developer approved sign frame) to market their house and land packages; and
 - iii. no private, real estate agent/company, builder or housing company "for sale" signage shall be permitted on any Lot if the Lot is being on-sold prior to the settlement of the purchase of the Lot from the Developer, unless approved in writing by the Developer.

Breach of Covenants & Enforcement

42. The Owner will at all times save harm and keep indemnified the Developer from all proceedings, costs, claims and demands in respect of breaches by the Owner of these Covenants.

43. If there is a breach of any of these covenants (and without prejudice to any other liability which the Owner may have to any person having the benefit of this covenant) and the Owner does not rectify the breach within 10 working days of written notice being made by the Developer then the Owner will pay to the Developer:

- a) liquidated damages in the sum of \$250.00 per day for every day that the breach or breaches continue after the date of written demand until the breach or breaches are remedied; and
- b) any costs and expenses (including legal costs) incurred by the Developer to remedy the breach.

44. The rights of the Developer to enforce the rights and benefits conferred by these covenants will remain in place until the earlier of 31 December 2036; or

- a) 24 calendar months from the date on which the Developer ceases to be a registered proprietor of any Lot forming part of the Sarsfield Development (comprising underlying record of title CB20F/1374 and any subsequent titles); or
- b) The Developer relinquishing these rights in writing to a successor

45. From the applicable date set out in Clause 44 of these Covenants, the right to enforce the rights and benefits so conferred will, in accordance with normal legal principles, vest in the registered proprietors of any Lot forming part of the Dominant Tenement.

46. In the event that one or more provisions of these Covenants are at any time found to be invalid or otherwise rendered unenforceable, such provision or provisions will be severable from these Covenants, so that the validity or enforceability of the remaining provisions of these Covenants are not affected.

Dispute Resolution

47. If a dispute in relation to any covenant arises between the parties who have a registered interest under these Covenants:

- a) the party/parties initiating the dispute must provide full written particulars of the dispute to the other party/parties;
- b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- c) if the dispute is not resolved within 20 working days of the written particulars being given (or any longer period agreed by the parties):
 - i. the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - ii. the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, falling agreement, to be appointed by the President of the New Zealand Law Society.

Expiry of Covenants

48. These Covenants will continue in force for the benefit of the registered proprietors of any Lot forming part of the Dominant Tenement until 31 December 2036 at which time they will expire.