

# 25 Phoenix Palms Grove, Covenants

## SCHEDULE B

### LAND COVENANTS

Each lot in the 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 Fairfield Palms Limited, "the Developer", for the protection of and in the interests of all owners in the development in relation to the nature and type of construction to be permitted in the subdivision and in recognition of these objects the following covenants will be registered against the titles to the lots in the subdivision.

1. Not to erect or be allowed upon the property any fence constructed of corrugated iron or post and wire or exceeding 1.9 metres in height. Fencing may be constructed using a combination of timber and trellis.
2. The boundary fence to Lots 12 - 16 along the edge of the easement area must not be moved into the easement area. It is acknowledged that the fence is not constructed on the boundary due to there being an easement to drain water. No fence shall be placed within the easement area thereby interfering with the drain. The registered owner of Lots 12-16 shall from time to time and as a minimum at least annually clear any noxious weed or debris from this area.
3. Not to erect any more than one single family dwelling house on the property nor to subdivide the property any further.
4. Not to use any pre-used building materials in the construction of any buildings or fencing on the property.
5. If the dwelling house contains or comprises any separate garage or other outbuilding, such garage or other outbuilding must be of a similar design and construction (including materials used in construction) to the rest of the dwelling house.
6. Not to display any sign or hoarding of a commercial nature on any part of the land or building.
7. Not to raise, breed or keep any animals or livestock on the land or buildings except to keep a maximum of three (3) house pets.
8. To keep and maintain in a neat and tidy condition the property and the road frontage of the property from the date of possession.

9. Not to construct any clothesline, except such clothesline as may be aesthetically sensitive in terms of design and location, siting any clothesline in such a way as to not be highly visible from the street and siting any letterbox adjacent to but not in the road reserve.
10. To enhance the quality and appearance of attachments to the buildings (including but not necessarily limited to television antenna and solar hot water panels) and to construct such attachments to be discreetly integrated with the buildings so they are not highly visible from the street, thoroughfare or adjacent properties.
11. Not to allow:
  - (i) any immobile or broken down vehicle/s to be placed or sited on the Lot in a position where they are visible from the road; or
  - (ii) place or leave any immobile or broken down vehicle/s on any road/reserve or area used for access in the subdivision; or
  - (iii) allow or permit any commercial vehicle, truck or truck and trailer unit, caravan or trailer boat exceeding seven (7) metres in length to be located on the road, or within five (5) metres of the road or right of way access to which the Lot has frontage, for any period greater than 4 hours in any on twenty four hours period.
12. The property is to be used for residential purposes only and cannot be used for commercial purposes other than the owner of the property may have a private home office but shall not have customers or clients to the property for the purposes of commercial trade.
13. The property is to be owner occupied and not to be used as a rental property or holiday let.
14. If there shall be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the registered proprietor for the time being of the Restricted Lots, being all those lots against which these covenants are registered, may have to any person having the benefit of these covenants the registered proprietor for the time being of the Restricted Lots in respect of which there is a breach or non-observance shall on demand by the registered proprietor for the time being of any or all of the Benefitting Lots:
  - (i) Pay to the person or persons making such demand as liquidated damages the total sum of **ONE HUNDRED DOLLARS** (\$100.00) per day while the breach continues; and

- (ii) Remove or cause to be removed from the said land any buildings or fence used erected or repaired in breach or non-observance of the said restrictive stipulations; and
  - (iii) Replace any building material used or permitted to be used in breach or non-observance of the said covenants; and
  - (iv) Otherwise take all steps necessary to remedy the breach or non-observance of the covenants if it is capable of a remedy.
15. The Developer shall not be required nor liable to enforce nor answerable to the registered proprietors (at any time) of the Restricted Lots or Benefitting Lots for the breach or non-observance of any covenants binding any of the Restricted Lots **UNLESS** the Developer is the registered proprietor for the time being of the Restricted Lots in respect of which there is a breach or non-observance of the covenants.
16. The Developer (or its successors appointed by deed) may in special circumstances grant such exemptions or waivers from any of the above requirements on such terms and subject to such conditions as it deems fit provided the overall quality and character of the subdivision is maintained. Any exemption or waiver shall be binding upon all registered proprietors from time to time of the Restricted Lots and Benefitting Lots.
17. The Developer's role in the creation and administration of these covenants shall be limited to two years from the date the Developer ceases to own any land in the development and thereafter be transferred to all the registered proprietors of the lots in the development.
18. The Registered Proprietor does hereby irrevocably appoint the Developer or any nominee of the Developer to be the true and lawful attorney of the Registered Proprietor for the purpose of executing all documents and plans and to perform all acts, matters and things as may be necessary to complete the development and any further re-development of the subdivision.
19. If any dispute arises between the parties concerning the rights and obligations created by this easement Instrument the parties will:
- (a) Enter into negotiations in good faith to resolve the dispute;
  - (b) If the dispute is not resolved within 30 days from the date on which the parties began their negotiations, submit the dispute to the arbitration of an independent arbitrator appointed jointly by the parties;

(c) If the parties cannot agree on that appointment within 14 days then the arbitration shall be carried out by an independent arbitrator appointed by the President of the New Zealand Law Society;

(d) Such arbitration will be determined in accordance with the Arbitration Act 1996.

20. It is noted that the palm trees at the entrance to the Fairfield Palms development are protected under the Horowhenua District Council Rules and cannot be cut down.