

PROTECTIVE COVENANTS – STAGE 11 ROSEMERRYN

1. The Purchaser covenants with the Vendor that the Purchaser shall:
 - (a) Not permit any works to be carried out on the site (including site preparation) prior to the erection and completion of all side, front and rear boundary fences (complying with clauses 1(k) and 1(l) below) or, where permanent fencing is not being erected, temporary shade cloth shall be installed and removed prior to occupation of the dwelling;
 - (b) Complete the vehicle access from the road to the Property (including berm and kerb crossing) up to and including metalling or sealing prior to construction of the dwelling in accordance with plans approved by the Vendor;
 - (c) Only have vehicle access to the Property over the area allocated for vehicle access (including the berm and kerb crossing) on plans approved by the Vendor;
 - (d) Not permit the Property to be occupied or used as a residence either prior to the dwelling being completed (including the construction of driveways, pathways, the erection of a letterbox and the landscaping and seeding of lawns visible from the road boundary, the completion of all side and rear fences in compliance with clause 1(l) below) or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles for human occupation;
 - (e) Complete any buildings within 9 months of laying down the foundations for such buildings, and, within 12 months of laying down such foundations the Purchaser shall complete all ancillary works such as fencing and landscaping;
 - (f) Not erect any building other than a dwelling house or ancillary buildings in accordance with plans (including site plan, landscape plan and external colour scheme) that have been approved by the Vendor, or the Vendor's nominated agent, in its sole discretion prior to the commencement of building;
 - (g) Not, without the vendor's prior written consent, include windows having a combined area of less than 2m² on the façade of the dwelling house which fronts the road. This covenant shall not apply to any dwelling house located on a rear lot where the front boundary of that lot is not shared with a road or right of way boundary.
 - (h) Reinstate, replace and be responsible for all costs arising from any damage to landscaping, berms, roading, footpaths, kerbs, concrete or other structures in the subdivision arising directly or indirectly from the use of the Property by the Purchaser or its occupiers, agents or invitees;
 - (i) At the time of completing landscaping on the Property re-seed the berm in front of the Property with a seed of a similar variety;
 - (j) Not transport or allow to be placed on the Property any pre-lived in or pre-built building nor, without the Vendor's prior written consent erect or permit to be erected on the Property any flatpack house or deconstructed house;
 - (k) Not use or permit to be used any second-hand materials without the Vendor's prior written consent;

- (l) Not erect or permit to be erected on the Property any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron or metal sheeting;
- (m) Not erect or permit to be erected on the Property any fence or boundary wall on the internal boundaries of a height greater than 1.8m above the surrounding finished ground level;
- (n) Not, without the vendor's prior written consent erect or permit to be erected on the Property any dwelling house;
 - On lots 500m² or larger having a floor area less than 175m² including garage;
 - On lots between 400m² and 499m² having a floor area less than 150m² including garage

In considering whether or not to grant consent for a smaller dwelling house, the vendor shall consider whether the dwelling house includes quality design features commonly found in larger dwellings.

- (o) Not subdivide the Property. Subdivide shall have the meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991.
- (p) Not use as a roofing material anything other than tiles (clay, ceramic, decromastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel;
- (q) Not use as exterior cladding any material other than clay brick, recycled brick, stained or painted weatherboard, linear board, painted or sealed concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above;
- (r) Not use a roofing material, guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products on any building;
- (s) Not attach to or protrude from the front of the dwelling house, garage or other structure or establish within 6m of the road boundary of the Property any fixture that is visible from the road and that in the Vendor's sole discretion is obtrusive including, but not limited to, air-conditioning units, television or radio aerials and gas bottles;
- (t) Not permit any rubbish, including builders waste materials to accumulate or to be placed upon the Property or any adjoining land or permit grass or weeds to grow to a height exceeding 75mm or otherwise leave the Property in a condition that, in the Vendor's sole discretion may be detrimental to the Vendor's subdivision. The Vendor shall have the right to remove any building materials from the Property or adjoining land, or to maintain the Property in a reasonable condition to avoid the Property being or becoming detrimental to the subdivision, with reasonable costs to be met by the Purchaser and payable on demand;

- (u) Not remove or relocate from the Property any fence, tree or shrub constructed, installed or planted by the Vendor without the written consent of the Vendor;
 - (v) Not keep or raise any livestock, poultry, reptiles or animals of any kind or size on the Property or in any building other than domesticated household pets. The keeping of pigeons is expressly prohibited;
 - (w) Not permit the erection of any sign on the Property other than a professionally written and installed sign marketing the dwelling or section for sale. The Vendor will only permit the erection of signage indicating a business if such signage is acceptable in the sole discretion of the Vendor and prior written consent is obtained. The Vendor shall have the right to remove any sign, which in its sole discretion is unacceptable without prior warning;
 - (x) Not permit the dwelling to be used as a show home without written consent of the Vendor. The Vendor shall retain sole discretion over the number of dwellings to be used for show home purposes.
2. In the event that the Purchaser disagrees with the exercise of the discretion by the Vendor under clause 1(f) above, the matter shall be referred to a registered building/design professional mutually agreed between the Purchaser and Vendor. The consent of the Vendor shall be deemed to be given if such professional certifies that the proposed building(s) and improvements on the Property are appropriate and suitable for a high quality residential subdivision and will not have an adverse effect on other lots (existing or proposed) within the subdivision.
 3. The Vendor shall neither be required nor be liable to enforce the above covenants or any non-conformance of the above covenants.
 4. The Purchaser covenants with the Vendor that it will not oppose, object to, frustrate or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder the Vendor from progressing and completing the Vendor's development plan, subdivision or land use consents needed to give effect to the development bounded by Edward Street and Ellesmere Road at Lincoln.
 5. The Provisions of this Covenant (except clause 4) shall expire five years from the issue of a separate certificate of title for the Property.