

FURTHER TERMS OF SALE

18.0 BUILDING COVENANT

18.1 The Purchaser for himself and his successors in title hereby covenants with and for the benefit of the Vendors' its successors in title and the registered proprietors for the time being of all the Allotments ("lots") described in the First Schedule hereto ("the lots") for the purposes of creating a building scheme for the benefit of all the lots to take effect from the date of signing of this agreement and continuing thereafter until the First day of January 2050 after which date this covenant shall be of no further effect:

- (a) To erect a new residential dwelling on any lot (other than Lot 23) which shall have a gross floor area of not less than 200m² including closed in garage(s) (but excluding verandas, patios, free standing garage and other structures).
- (b) A freestanding garage or other ancillary domestic structure can be erected on any lot provided it is constructed to a design which complements the residential dwelling.
- (c) To construct any fence in kiln fired brick, concrete, stucco textured finished stone, brush timber or wrought steel. Pre-painted metal fencing i.e. "Colourscreen" may be used but only with the prior written approval of the Vendors' as to colour and profile.
- (d) Subject always to the terms of covenant (c) above, no fence, wall, hedge or barrier on or within 3 metres of the road boundary shall be constructed or permitted to grow more than 1.2 metres in height above the original finished ground level
- (e) Not use or permit or suffer to be used on any dwelling or other building on any Lot any building material other than kiln fired or concrete brick, stone, masonry, stucco, solid plaster, linea weatherboard, composite aluminium panelling, waterproofed honed masonry or timber weatherboard for any outer wall facing except with the written consent of the Vendors' which may be withheld at its sole discretion.
- (f) All downpipes, conduits, water pipes or similar attached to the exterior walls on any dwelling or other building are to be as closely colour matched as possible to the exterior cladding of the dwelling except copper down pipes which can be left in their natural colour.
- (g) To use only such roofing materials that have a tile profile, or incorporate wood, fibre cement, glass fibre, bitumen or slate products by way of roofing shingles for all roofing other than flat roofs (refer to paragraph (k) below). Factory pre-finished metal roofing material (ie Colorsteel type or similar) may be used but only with the prior written approval of the Vendors' as to colour and profile of the roofing material.
- (h) To complete any new dwelling within 10 months of laying down the foundations for such dwelling and within 15 months of laying down the foundations to complete all ancillary work such as fencing and landscaping and further will within that 15 months construct in a proper and tradesmanlike manner a driveway or vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving, tar sealing or similar.
- (i) All water tanks on any lot must be buried and not protrude above natural ground unless the prior written approval of the Vendors' has been obtained.

- (j) Not to permit the lot to be occupied or used as a residence unless the dwelling on the property has been substantially completed including driveways and landscaping in accordance with this agreement and the dwelling meets the requirements of the local authority.
- (k) To construct any dwelling defined in this Covenant with:
 - (i) more than one hip or one gable in the roofline, and
 - (ii) to construct such dwelling to a shape other than a simple square or rectangle excluding breaks for back and front door entries. Flat roofed dwellings are acceptable provided they meet all covenants except condition 18.1 (g) and the roof has more than one level.
- (l) Not to place on the lot any form of temporary accommodation (e.g. caravan etc) other than a builder's shed for the purpose of the builder's usual day to day use. Such shed is to be removed upon completion of the dwelling and in all respects shall not remain on the lot for any period greater than one year from the date of issue of the building consent for the dwelling by the Council or from the date the shed is first placed on the lot whichever is the earlier date.
- (m) Not to use the lot or permit the same to be used for any trading or commercial purposes without first obtaining the written consent of the registered proprietors of all adjoining lots which are contained within the Vendors' Maraetai Views Subdivision (Lots 1 to 9 inclusive and 13 to 44 inclusive on DP 472362) other than as a show home or an office within the dwelling for the use of the residents of the property.
- (n) Minor household units as defined by the Relevant Authority District Plan are not permitted.
- (o) To construct a new letterbox at the time the dwelling is erected, and the design, colour and cladding of which shall complement the dwelling
- (p) To minimise any damage to footpaths and berms by nominating the position of any future driveways prior to the commencement of the construction to ensure that vehicular movement on the lot is confined to that one particular driveway during the construction period, such driveway to be no more than 4 metres in width. The Purchaser shall be responsible for the repair of any damage caused by the Purchaser, or his employees or contractors, to the footpaths and berms at the Purchaser's expense.
- (q) Not to erect or permit to be erected more than one Satellite Dish on the property which exceeds 750mm in diameter. A Satellite Dish which exceeds 750mm in diameter may be erected on the property providing:
 - (i) The Satellite Dish is not visible from the road adjacent to the frontage of the property and,
 - (ii) The owner has first obtained the written consent of the registered proprietors of all the adjoining lots which are contained within the Vendors' "Maraetai Views" subdivision (Lots 1 to 9 inclusive and 13 to 44 inclusive on DP 472362).
- (r) Not to permit any berm on the road frontage of the property, or any grassed areas within the property, to remain in an untidy condition and not to allow grass to grow to a height which exceeds 150mm.
- (s) No commercial vehicle that has a gross mass exceeding 3.5 tonnes, machinery, equipment or trailers are to be parked or located on that area within 4 metres of the road boundary and no commercial vehicles that have a gross mass exceeding 3.5 tonnes, machinery, equipment or trailers shall be regularly located on the balance of the land unless garaged or adequately screened so as not to be highly visible from the road.
- (t) Not to subdivide the Lot further apart from minor boundary adjustments unless the prior written approval of the Vendors; has been obtained.

- 18.2 AND 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 may have to any person having the benefit of this covenant the purchaser will upon written demand being made by the Vendors' or any of the registered proprietors of the lots in the First Schedule:
- (a) Pay to the person making such demands as liquidated damages the sum of \$400.00 (Four Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made;
 - (b) Remove or cause to be removed from the lot any second hand or used residential dwelling, garage, carport, building or other structure erected or placed on the lot in breach or non-observance of the foregoing covenants;
 - (c) Replace any building materials used or permitted to be used in breach or non-observance of the foregoing covenants.
- 18.3 There shall be inserted in the Memorandum of Transfer to the purchaser a Restrictive Covenant giving effect to the foregoing covenants in such form as the Vendors' consider appropriate and to run with the land PROVIDED HOWEVER that the Vendors' shall neither be required nor liable to enforce nor answerable to the purchaser for the breach of any covenants binding any of the lots and the Vendors' shall have in its absolute discretion the right to impose additional restrictions and stipulations in any restrictive covenant inserted in the Memorandum of Transfer in respect of any of the other lots described in the First Schedule hereto.

FIRST SCHEDULE

Lots 1 to 9 inclusive and 13 to 44 inclusive on DP 472362