

**FURTHER TERMS OF SALE**

**19.0 BUILDING COVENANT**

19.1 The Purchaser for himself and his successors in title hereby covenants with and for the benefit of the Vendor's 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 2040 after which date this covenant shall be of no further effect:

- (a) To erect a new residential dwelling on any lot which shall have a gross floor area of not less than 180m<sup>2</sup> including closed in garage(s) and if applicable a new "Minor Dwelling" as defined by Auckland Council. The floor area of the "Minor Dwelling" is additional to the gross floor area of any new Residential dwelling, (verandas, patios, free standing garage and other structures do not form part of the dwelling gross floor area or the gross floor area of any minor dwelling).
- (b) Not to apply for any Resource or Building Consent until the plans and specifications (including details of materials, external finish and external colour scheme) of such dwelling and "Minor Dwelling" are approved by the Vendor in writing. Such approval shall be entirely at the Vendor's sole discretion.  

Clause 19.1 (b) shall only apply if the purchaser intends to erect a Residential Dwelling with a "Minor Dwelling" on the same lot.
- (c) To construct any fence in kiln fired brick, concrete, stucco textured finished, plastic pailings, stone, timber, plain, painted or powder coated aluminum or wrought steel. Other materials may be used but only with the prior written approval of the Vendor's 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 exterior cladding 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. Other material may be used with the written approval of the Vendor's 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 provided that it is, a recessive colour.
- (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 they are adequately screened so as not to be visible from the adjoining properties.
- (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 19.1 (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 Vendor's Maraetai Views Subdivision (Lots 1, 3 to 9 inclusive and 13 and 14 on DP 472362, Lots 83 to 85 inclusive on DP 5114118 and Lots 45 to 114 inclusive on DP 531764) other than as a show home or an office within the dwelling for the use of the residents of the property.
  - (n) To construct a new letterbox at the time the dwelling is erected, and the design, colour and cladding of which shall complement the dwelling
  - (o) 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.
  - (p) 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.
  - (q) 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.
  - (r) Not to subdivide the Lot further apart from minor boundary adjustments unless the prior written approval of the Vendor; has been obtained.
- 19.2 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 Vendor's 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.
- 19.3 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 Vendor's consider appropriate and to run with the land PROVIDED HOWEVER that the Vendor's 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 Vendor's 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 45 to 82 inclusive and 86 to 114 inclusive on DP 531764