

**21.0 BUILDING COVENANT**

- 21.1 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 or dwelling with minor dwelling on any lot. The dwelling shall have a gross floor area of not less than 160m<sup>2</sup> including closed in garage(s) (but excluding minor dwelling units, verandahs, patios and other structures). The area of the minor dwelling must comply with Auckland City rules.
  - (b) To construct any dwelling or minor dwelling with a minimum of 80% of the non-glazed exterior cladding consisting of any of the following materials; kiln fired brick or concrete brick or concrete block, stucco, masonry, Linea Weatherboard or similar, composite aluminium panelling, textured finish, stone, timber or prefinished metal weatherboard bonded to solid timber boards (ie. Lockwood type construction) and factory prefinished metal claddings in recessive colours that have a non-reflective surface.
  - (c) 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.
  - (d) To use only such roofing materials that have a non-reflective surface and are finished in a recessive colour.
  - (e) To complete any new dwelling within 18 months of laying down the foundations for such dwelling and within 18 months of laying down the foundations to complete all ancillary work such as fencing and landscaping and further will within that 18-month 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.
  - (f) 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.
  - (g) To construct any dwelling defined in this Covenant with:
    - (i) A minimum of two hips or two gables 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.
    - (iii) Flat roofed or mono pitched roofed dwellings are acceptable provided they meet all covenants except (g) (i) and the roof has more than one level.
  - (h) 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.
  - (i) 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 McQuoids Road Subdivision (Lots 47-116 inclusive on DP ....., other than as a show home or an office within the dwelling for the use of the residents of the property.

- (j) 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. 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.
  - (k) 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.
  - (l) Not to subdivide the Lot further apart from minor boundary adjustments.
- 21.2 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 \$1,000.00 (One thousand 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.
- 21.3 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 47 - 116 inclusive on DP .....