

LAND COVENANTS

1. Definitions

In these Covenants, unless the context otherwise requires:

Developer means **Hunu Hills Limited**

Subdivision means a deposited plan or plans which is a Subdivision of the land comprised in Lot 57 Deposited Plan 489760 being comprised in Computer Freehold Register 706300.

Subdivide shall have the meaning given to the expression "subdivision of land" as set out in Section 218 of the Resource Management Act 1991

2. General Covenants

- 2.1 The Grantor shall not subdivide the servient tenement provided however that any boundary adjustment that does not create or lead to the creation of a separate building site and/or building platform shall not be in breach of this covenant.
- 2.2 The Grantor will not allow rubbish or waste materials to accumulate on the servient tenement or allow the servient tenement to become untidy or unsightly.
- 2.3 The Grantor shall reinstate, replace and be responsible for all costs arising from damage to any other lots in the Subdivision, landscaping, roading, berms, footpaths, kerbs, concrete or other structures, or underground services in the Subdivision arising from the use of the servient tenement directly or through the Grantors actions or those agents, servants, invitees or workpeople.
- 2.4 The Grantor shall not permit or allow, the storage on the servient tenement or road within the Subdivision any shipping containers or portable storage units of any kind and materials or other plant and equipment that is not reasonably screened from any view from any right of way, road or other lots in the Subdivision.
- 2.5 The Developer shall not be liable to or be called upon to erect or contribute towards the costs of erection or repair of any boundary fences nor dividing fences between the servient tenement herein and any other property owned by the Developer but this provision shall not ensure for the benefit of any subsequent registered proprietors of the property.

3. Height & Size Restrictions

- 3.1 The Grantor shall not on an allotment of less than 2000 square metres in area, exceed a maximum footprint of habitable buildings (including garages) greater than 300 square metres;
- 3.2 Or any building or dwelling that exceeds the height consented to by the local authority or 7.5 metres above the ground level of the building platform.

4. Building Colour

- 4.1 The Grantor shall use recessive colours for any building as required by the territorial authority consent RM 130941.

5. Lighting

5.1 The Grantor will ensure that all lighting of access ways, entrances and building platforms will be subtle with any lights capped and downward facing to prevent light spill.

6. Fire Fighting

6.1 The Grantor will install and maintain a home fire sprinkler in accordance with NZS 4517:2010 Fire Sprinkler Systems for Houses.

7. Landscaping

7.1 The Grantor will not:

7.1.1 Remove any native trees located on the servient tenement unless the trees die, become a fire hazard or are a danger to the occupiers of the servient tenement or adjoining property owners.

7.1.2 Allow any trees on the servient tenement that are designated as having moderate or high flammability by the local fire authority.

7.2 The Grantor will not grow or allow to be grown any trees or other plants on the servient tenement in such density or to such a height that the views of properties within the Subdivision are adversely affected to a material degree as determined by the Developer.

7.3 Trees or other plants that may grow to any height are acceptable under this covenant if planting is scattered to minimize the detrimental effect on neighbours' views. For the avoidance of doubt and dispute, it is recorded that this covenant is to assist in protecting the views and outlook for nearby property owners and to minimize the cumulative effect from neighbours and determination on detrimental effects will be solely at the discretion of the Developer.

8. Developer's Approval

8.1 The Grantor shall not erect any building, dwelling or other structure or allow any dwelling or other structure to be erected on the servient tenement unless the prior written approval of the Developer or its nominee has been obtained and recorded by endorsement on the full working drawings by the Developer or its nominee. The Developer's approval shall not be unreasonably withheld in respect of plans which have been professionally designed and drawn and which comply with the covenants set out herein.

8.2 The Grantor shall abide by all territorial authority terms, conditions, stipulations and provisions in the Resource Consent RM 130941.

8.3 While the Developer remains the registered proprietor of any of the dominant tenements, it reserves the right to itself (with the intent that this right does not ensure to its successors in the title) waive or modify any of the above restrictive covenants contained herein but will only do so if in its opinion such action does not impinge upon the integrity of the Subdivision in its entirety and the Developer will not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any servient

tenement or at all as a result of these covenants and the registered proprietor for the time being of the servient tenement and the dominant tenements shall indemnify and keep indemnifying the Developer and its legal successors (other than successors in title after registration on a memorandum of transfer to the grantor hereunder) from any costs, claims, suits, demands, liabilities, actions or proceedings or otherwise arising out of hereunder.

9. Dispute Resolution

- 9.1** If any dispute or difference arises between the Grantor or any of its successors and the Grantee or between the Grantor or any of their successors and the Developer in respect of any matter arising out of these covenants or their application, then the dispute shall be resolved by a third party appointed by the Developer for that purpose and that third party's decision shall be final and binding. Costs will fall where the third party determines as fair and reasonable as a result of that decision.
- 9.2** The Developer has full rights to assign the rights to enforce these covenants to any other person at its sole discretion.
- 9.3** If there is a breach or non-observance of any of the foregoing covenants without prejudice to any other liability the Developer may have to any other person having the benefit of a covenant, the Grantor will upon demand being made by the Developer or its nominee or any Grantee:
- 9.3.1** Pay to the person making such demand as liquidated damages the sum of \$100.00 plus GST per day for everyday that such breach or non-observance continues after the date upon which written demand has been made.
- 9.3.2** Remove or cause to be removed from the servient tenement any dwelling, garage, building, fence or other structure erected or placed on the servient tenement in breach or non-observance of the foregoing covenants at the cost of the Grantor thereof and the costs shall be recoverable as liquidated damages.
- 9.3.3** Replace any building materials used in breach or non-observance of the foregoing covenants and the costs of such work shall be recoverable from the Grantee as liquidated damages.