

RESTRICTIVE COVENANTS SCHEDULE 2

1. DEFINITIONS

In these Restrictive Covenants:

- Dwelling** means a building or group of buildings designed and occupied as a single private residential unit and includes:
- an attached residential flat contained within such a unit; and
 - normal accessory buildings including a garage, garden/tool shed and the like.
- Front Yard** means the part of any Lot comprising 4.5 metres from an adjoining Legal Road and a line drawn parallel to the boundary of the road from the point of the dwelling closest to that boundary. Any Lot having frontage to more than one road shall have a front yard facing one road as determined by the Grantee.
- The Lot** means Lots 1-16.
- Legal Road** means all parts of any road vested in the Invercargill City Council as legal road and includes the carriageway, footpaths, kerbing, driveways and any landscaped areas within the legal road.
- Fence** means any solid structure having a low visual transparency erected on any boundary of the Lot or within 2m of any such boundary with the intent of dividing or creating a barrier between the Lot and the adjoining Lot, Legal Road or Reserve.
- Subdivide** has the same meaning ascribed to "subdivision of land" in Section 218(1) of the Resource Management Act 1991.

2. RESTRICTIVE COVENANTS

The Purchaser agrees to:

- 2.1 Not further subdivide the Lot for a period of 10 years from the date of issue of the Record of Title for the Lot;
- 2.2 Not use the Lot for any trading or commercial purpose;
- 2.3 Use only new materials for any buildings or other improvements erected on the Lot;
- 2.4 Not leave the exterior of any buildings on the Lot unfinished;

- 2.5 Not allow any dwelling house to be erected on the Lot if its area is less than 120 square metres (including any garage if it is under the same roof as the dwelling);
- 2.6 Not erect more than one dwelling on the Lot;
- 2.7 Not use any building as a residence before it has been substantially completed;
- 2.8 Complete all driveways, paths and landscaping to a good standard within 24 months of occupying any dwelling on the Lot;
- 2.9 Ensure that the construction and design of any outbuildings (including garages) erected on the property are similar to or harmonious with the design and construction of the dwelling on the Lot unless the outbuilding is less than 4 square metres in area;
- 2.10 Complete all improvements on the Lot within 12 months of construction being commenced. Completion includes, but is not limited to, completing all exterior painting and finishing;
- 2.11 Not allow any animals other than household pets on the Lot;
- 2.12 Not use any second-hand building or caravan, hut, shed or tent on the Lot as a dwelling or temporary dwelling; any relocated building shall be new and un-lived in;
- 2.13 Not construct any building on the Lot using as external cladding any flat plywood sheeting or any flat fibre-cement sheeting or any product known as or similar to "fibrolite", "hardiflex" "hardiplank" unless the sheeting or product is used in association with a textured finish of board and batten. Nothing in this clause will apply to the construction of any soffit or gable end forming part of a building;
- 2.14 Not use any form of metal roofing which has not been pre-painted;
- 2.15 Not construct any improvements on the Lot without first:
 - a. Supplying Rutledge Developments Limited or its nominee with full particulars of the plans and specifications of the improvements.
 - b. Obtaining written consent of Rutledge Developments Limited; such consent not being unreasonably withheld in the case of improvements which maintain or enhance the quality and character of the improvements or proposed improvements in to the properties in the subdivision.
- 2.16 Not construct any fencing on or within the boundaries of the Lot:
 - a. Not to build, erect or construct any fence on the Lot that contains shade cloth, netting, iron or steel unless pre-painted or colour steel, or unpainted timber unless hardwood, tannalised or creosoted; or
 - b. Exceeding a height of 1.8 metres above natural ground level.

- 2.17 Not to call upon the Grantor to pay for or contribute towards the expense of construction or maintenance of any fence between any Lot including any other land adjoining the Lot and registered in the name of the Grantor but this covenant shall not inure for the benefit of any subsequent purchaser or proprietor of such land;
- 2.18 Not to call upon the Invercargill City Council to pay for or contribute towards the expense of construction or maintenance of any fence between the Lot and any other contiguous land vested in the Council as Reserve or Legal Road.
- 2.19 Not allow rubbish or waste materials to accumulate on the Lot or allow the Lot to become untidy or unsightly;
- 2.20 Not allow to be grown or plant species of trees planted to grow to a height exceeding 9m.
- 2.21 Not allow to be grown or plant trees or plants listed on the list of Plant Pests maintained by Environment Southland or any Local Government Authority having governance over the Lot.
- 2.22 Take all reasonable action to prevent any other person doing anything which the purchaser is prohibited from doing by these covenants.


