

Annexure Schedule

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THE COVENANTOR AND COVENANTEE COVENANT WITH EACH OTHER AND AGREE AS FOLLOWS:

GENERAL LAND COVENANTS:

- A** The Covenantor so as to bind the Burdened Land, covenants and agrees with the Covenantee for the benefit of the Benefited Land and the registered proprietors or owners of the Benefited Land from time to time that the Covenantor shall always observe and perform, and will do, or as he case may be required, omit to do, all things necessary to ensure that the registered proprietors form time to time of the Burdened Land shall always observe and perform, the covenants set out in this Instrument to the end and intent that these covenants shall endure for the benefit of the Benefited Land.
- B** The Covenantor acknowledges and agrees with the Covenantee that the said land is part of a subdivision which is intended to be established as a well-designed lifestyle subdivision and control over development is desirable for the protection of and in the interests of all Covenantors relating to the nature and type of development required in the subdivision and the Covenantor and Covenantee hereby agree and covenant in accordance with the following provisions for themselves, their executors, administrators and assigns.

RESTRICTIVE COVENANTS:

- 1.0 The Covenantor shall not construct or permit to be constructed or placed on the property:
- (a) Any building other than a new residential dwelling house.
 - (b) Any prebuilt transportable or relocatable house or existing house which has previously been lived in.
 - (c) Any building without first obtaining the approval of the Covenantor (or such other person as may be nominated by the Covenantor) to all plans and specifications for any building provided that such approval shall not be unreasonably withheld where the building otherwise complies with these building covenants as determined by the Covenantor. In determining whether or not to approve any set of building plans and specifications the Covenantor can take into account the appearance of the proposed building in relation to the appearance of other buildings or the appearance of proposed buildings on any of the burdened land for which the Covenantor has already granted consent to the intent that there should be a range of styles, designs and appearances of buildings within the subdivision. Nevertheless, the Covenantor reserves the right to refuse to approve a building which the Covenantor in its sole discretion believes will be detrimental to the value of the subdivision.
 - (d) Any building other than a building which complies with the Thames Coromandel District Council's conditions of consent.
 - (e) Any sleepout, garage or ancillary building which is not in keeping and of a similar design to the dwelling house on the property.

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- 1.1 The Covenantor must not use any metal-clad roof that has not been factory pre-painted or any roofing material which will create a glare offensive to adjoining property owners.
- 1.2 Covenantor must complete any building within two (2) years of commencement of laying down the foundations for such building and within a further nine months complete all ancillary work such as fencing, sowing of lawns, and landscaping, and further (within that latter nine months) construct in a proper and trades man like manner a driveway or vehicle access of a permanent continuing surfacing. The building must not be occupied by the Covenantee or any other person until the exterior of the building is completed.
- 1.3 The Covenantor shall not at any time bring onto or allow to remain on the property any house-truck or house-bus unless garaged or screened.
- 1.4 The Covenantor shall ensure any heavy equipment and/or materials/machinery is sufficiently garaged or screened to preserve the amenities of the neighbourhood and to prevent noise likely to cause offence to residents in the subdivision. No commercial vehicles trailers are to be regularly parked on the road or any footpath or in front of the building line of the dwelling on the property.
- 1.5 The Covenantor shall not permit any rubbish to accumulate or to be placed on the property.
- 1.6 The Covenantor shall not be permitted to undertake any substantial earthworks development on the property without first obtaining a certified engineer's certificate and in any event any such earthworks development shall be done in a manner so as to preserve the continued harmony of the property within the subdivision generally.
- 1.7 The Covenantor must:
 - (a) Enhance the quality and appearance of attachments to the dwelling (including but not necessarily limited to television antennae and solar hot water panels), by discreetly integrating such attachments with the dwelling so that they are not highly visible from adjacent properties.
 - (b) Ensure that in any construction new allowances are made for adequate current and future drainage of all excess stormwater from the property the Covenantee remaining responsible for all costs claims or demands for any remedial action undertaken for any breach hereof.
 - (c) Reinstate replace or be responsible for all costs arising from damage to the landscape roading footpaths, curbs, concrete or other structures in the subdivision arising from the Covenantees use of the land directly or indirectly through the Covenantee's agents or invitees.
 - (d) Indemnify the Covenantee from all proceedings costs and demands in respect of any breach of these building covenants.
 - (e) Keep all animals on the property in a husband like manner and not neglect any animal.

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WAIVER OF COVENANTS:

- 2.0 Notwithstanding these covenants, the Covenantee shall be entitled to waive strict compliance with these covenants provided that the Covenantee decides in its sole discretion that the proposed amendments are generally in accordance with the aim expressed herein and in accordance with the continued harmony of the property with the subdivision generally and for the avoidance of doubt of the decision as to this waiver by the Covenantee shall be final and not subject to any review whatsoever.

BREACHES OF COVENANTS:

- 3.0 Each person bound by the e covenants herein shall only be liable in respect of breaches of the restrictive covenants contained herein that occur while that person is the registered proprietor of the lot in respect of which the breach occurs.
- 3.1 The Covenantor covenants and agrees that:
- (a) If the Covenantor does not observe and perform all of the covenants at all times, the Covenantee may serve notice on the Covenantor requiring the Covenantor to remedy the non-compliance within a reasonable period of time specified in that notice.
 - (b) If the Covenantor does not remedy the non-compliance referred to in clause 3.1(a) above within the period specified, the Covenantee may:
 - (i) Charge the Covenantor a daily fee of \$100.00 until the non-compliance has been remedied; and
 - (ii) Enter onto the said land where the non-compliance has occurred and either remedy the non-compliance or remove any non-complying works; or
 - (iii) Authorise any contractor or agent to enter onto the property where the non-compliance has occurred and either remedy the non-compliance or remove any non-complying works; and
 - (iv) Recover the costs of its actions taken under this clause from the Covenantor.
- 3.2 The Covenantee may take any other action it considers reasonably necessary to prevent a breach of any covenant including (but not limited to) requiring construction of any improvements on the lot to cease pending remedy of such breach.

LIAIBILITY:

- 4.0 The Covenantee, nor any member, employee, agent, or contractor of the Covenantee shall not be liable to any Covenantor or occupier of the lot for any loss, damage or injury arising out of or in any way connected with any recommendation, approval (conditional or unconditional) or rejection given in reliance of these covenants unless due to bad faith, or a criminal act or for any breach by any of the registered proprietors or owners from time to time of the Burdened Land.

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- 4.1 Building approvals given by the Covenantee shall not be construed as certifying compliance of any works with any laws or Territorial Authority requirements or other approvals required by other agencies for the work comprised in any development.