

SPECIAL CONDITIONS FOR SNOWMASS SUBDIVISION

1.0 BUILDING STANDARDS

The Purchaser acknowledges and agrees with the Vendor that the Lot is part of a development which is intended to be established as a modern and well designed residential subdivision and that it is desirable that supervision and control be exercised by the Vendor for the protection and for the interests of all Purchasers in relation to the nature and type of construction to be erected in the subdivision and for the protection of mountain views (as to Stage 1 only). In recognition of these objects the Purchaser for the benefit of all lots comprised in the subdivision HEREBY AGREES with the Vendor and will covenant whether by deed, transfer or otherwise with the Vendor, or such person or persons as are nominated by the Vendor for the Purchaser, their executors, administrators and successors in title in relation to the Lot as follows:

- (a) Not to erect any buildings on the Lot other than one new residential dwelling and associated accessory buildings. PROVIDED THAT this subclause does not apply to Lots 19, 20 and 87 (future development sites).
- (b) Not to shift on to the Lot a pre-built transportable or relocatable dwelling or existing dwelling which has previously been lived in.
- (c) Not to erect on the Lot any structure, movable or otherwise, unless such structure has a building consent and complies with the Ruapehu District Council's operative district plan.
- (d) Not to erect a dwelling of a floor area less than 90 square metres (exclusive of garage, carports, decking, breezeways, roof overhang and other accessory buildings) in the case of a single storey dwelling OR 80 square metres main floor area (exclusive of the aforesaid) in the case of multi-storey dwellings OR 70 square metres main floor level (exclusive of the aforesaid) if the other floor is within 5% of the main floor level (with the above exclusions) and there is a deck with full roofing/canopy of at least 15m². in area PROVIDED THAT this subclause shall not apply to Lot 20.
- (e)
 - (i) Not, without the prior written consent of the Vendor, to construct a dwelling unless the non-glazed exterior cladding is of brick, stone, painted (except for foundations) concrete block, Longrun/Zincalume (standard profile), timber or (up to a maximum of 10% of net wall area) plaster. The colour of the exterior cladding (excluding door/window fascias) and roofs is not to include white, off-white, yellow or derivatives of, or likeness to, these colours.
 - (ii) To obtain, prior to construction of the dwelling, the written approval of the Vendor's representative to all external house plans, which approval will not be unreasonably withheld provided that the covenants set out in this agreement are met.

Two hard copies of the building plans showing layout with respect to boundaries, cross-sections, floor areas (as defined in (d) above), daylighting, materials, colours etc. must be forwarded to the Vendor's representative for their aforesaid approval consideration.

- (f) Buildings can be of a simple, but not bland, design, the difference being in the architectural features provided in the design.
- (g) Except for zincalume, not to use any metal clad roof that has not been factory pre-painted, nor use any roofing material, which will create a glare offensive to adjoining property owners.
- (h) To construct at the same time as the main dwelling is constructed, a minimum of one carport which is to be attached to the dwelling, or one garage which can either be attached to the dwelling or separate from the dwelling. PROVIDED THAT this subclause shall not apply to Lot 20.
- (i) Any accessory building shall be architecturally integrated as to design, colour and materials with the design of the dwelling.
- (j) The Purchaser shall complete any building on the Lot and obtain a Final Code Compliance Certificate for the same within six months of laying down of the foundations for such building, and shall, complete all ancillary works such as entrances from kerb to road boundary (to be only natural concrete and to council's relevant construction standards), driveways and landscaping within three months of issue of Final Code Compliance Certificate for the dwelling, or occupancy of the same, whichever is the earlier.
- (k) Not to occupy or use the dwelling as a residence until it has been substantially completed in accordance with the terms of this agreement and the appropriate local authority completion certificates have been issued for the dwelling, unless the prior written consent of the Vendor has been obtained.
- (l) Not to erect a fence constructed of corrugated iron or post and wire.
- (m) Not to remove any fencing and or landscaping provided by the Vendor without the prior written consent of the Vendor such includes the rocks within Lots 7,9,19,40,51,56,59,64,65,67,79,80,86,87.
- (n) To keep and maintain the Lot and any adjacent local authority owned road frontage in a neat and tidy condition from the possession date.
- (o) The Purchasers of Lots 12 – 17 acknowledge and agree that the titles to those Lots shall issue subject to registered land covenants imposing height restrictions of those Lots as follows.

The following maximum height restrictions (based on the LINZ District Levels: BM M.64, RL 597.383 metres) shall apply to all structures (including TV dishes), trees and shrubs:

Lot 12:RL 600.5 metres	(fireplace flue RL 600.9)
Lot 13:RL 600.9 metres	(fireplace flue RL 601.3)
Lot 14:RL 600.7 metres	(fireplace flue RL 601.1)
Lot 15:RL 600.5 metres	(fireplace flue RL 600.9)
Lot 16:RL 600.2 metres	(fireplace flue RL 600.6)
Lot 17:RL 601.4 metres	(fireplace flue RL 601.8)

- (p) 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 or any of the registered proprietors of the lots (and such breach or non-observance not having been rectified within seven days of receipt of such written demand):
- (i) Pay to the person making such demands as liquidated damages the sum of \$100.00 per day for every day that such breach or non-observance continues after the date upon which written demand has been made;
 - (ii) Remove or cause to be removed from the Lot any secondhand or used dwellinghouse, garage, carport, building, or other structure erected or placed on the land in breach of non-observance of the foregoing covenants;
 - (iii) Replace any building materials used in breach of non-observance of the foregoing covenants with new or not pre-used materials.

Provided always that the Purchaser shall as regards the said covenants be personally liable only in respect of breaches thereof which shall occur while they are registered proprietors of the Lot or any part thereof in respect of which any such breach shall occur (or is alleged to occur).

The covenants contained in this clause shall run with the land and shall at the decision of the Vendor be incorporated in any Memorandum of Transfer to the Purchaser executed pursuant to this agreement or in the alternative the covenants may be added to the title and the PURCHASER COVENANTS with the Vendor that if the Purchaser shall transfer, assign or otherwise dispose of their interest in the Lot then they shall make such transfer, assignment or disposition subject to the provisions of this clause and shall procure from the transferee or assignee a Deed of Covenant in favour of the Vendor whereby such Purchaser or Assignee undertakes to fulfil the Purchaser's obligations under this clause.

2.0 NATIVE TREES.

The grove of native trees located in Lots 75 & 76 must remain untouched, except for controlled and necessary husbandry thinning.

3.0 MAXIMUM HEIGHT.

With the exception of Lots 12-17 (refer Clause 1.0(o)) and Lot 20 the maximum height for any building and associated accessory building shall be 8 metres above the ground level at time of the Section 224 RMA 1991 for each stage of the subdivision. This provision overrides any council rule except if that rule provides for a height lesser than 8 metres.

4.0 GENERAL

- (a) The Vendor reserves the right for a period of 24 months from the Settlement Date to amend the restrictive covenants in respect of any section comprised in the subdivision, where in the discretion of the Vendor such amendment is required to correct any anomalies arising, or where such amendment will not adversely affect the overall design and concept of the subdivision.