



STAGE 2E COVENANTS

THE Purchaser acknowledges and agrees with Grasshopper Farms Limited (hereinafter referred to as "The Lakes") that each lot described in the First Schedule hereto in The Lakes Subdivision forms part of a development which is intended to be established as a modern and well design subdivision and it is desirable that supervision and control be exercised by The Lakes for the protection of, and in the interests of all Purchasers, in relation to the nature and type of construction to be permitted in the subdivision and the standard of surroundings being maintained. In recognition of these objects the Purchaser of this Lot ("the Lot" or "the Land") and for the benefit of all other residential Lots described in the First Schedule DOES HEREBY AGREE with the Vendor and will covenant whether by deed, transfer or otherwise as required, with The Lakes, or such other person or persons as are nominated by The Lakes (including its successors in title) for the Purchaser and his executors, administrators, transferees, assigns and successors in title in relation to the Lot purchased until the First day of January 2035 after which date this covenant shall be of no further effect as follows:-

- (i) Not to erect any building other than a new residential dwellinghouse and associated ancillary buildings. Should the Purchaser wish to incorporate an additional self-contained living area within the same roofline, or a pre-built transportable or relocatable dwellinghouse, then the prior approval of The Lakes shall be obtained.
- (ii) All dwellinghouse plans and siting of the dwellinghouse are to be approved by The Lakes prior to application for a Building Consent, commencing site works, pegging out or preparatory work on site for the erection of such a dwellinghouse. In determining whether or not to approve the plans and specifications, The Lakes will take into account the appearance of the proposed dwelling in relation to the appearance of other dwellings in The Lakes Subdivision to the intent that there should be a range of style, design and appearance of dwellings in the subdivision. Any approval by The Lakes is for subdivision standard control purposes only and implies no warranty as to the quality or suitability of the dwellings in any manner whatsoever.

Any modification or variation to the plans already approved by The Lakes for the said dwellinghouse shall require further approval by The Lakes prior to such modifications or variations commencing.

- (iii) Any dwellinghouse or garage wall primarily facing the road frontage must include at least one window unless otherwise approved in writing by The Lakes.

Where a garage door faces a street boundary, the garage shall be set back at least 1.2 metres from the front face of the house.

- (iv) To construct a minimum of one garage which is to be attached to the dwellinghouse unless otherwise approved in writing by The Lakes. The garage must be constructed in the same architectural style with the same cladding materials as the dwellinghouse and is not to be used for the purpose of live-in accommodation unless otherwise approved in writing by The Lakes.

Unless otherwise approved in writing by The Lakes, all other sheds or buildings are not to extend beyond the front building alignment of the dwellinghouse and are to have their exterior cladding colours in keeping with the main dwellinghouse.

- (v) Not to 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. Not to use reflective surfaces or bright colour finishes on any exterior cladding or roofing on the dwellinghouse and any other buildings unless otherwise approved in writing by The Lakes.
- (vi) Not to erect any more than one dwellinghouse on the Land nor subdivide or crosslease the Land further unless otherwise approved in writing by The Lakes.
- (vii) Not to construct any road on any part of the said Land, which provides access to any other land, adjoining the said Land, without prior written approval of The Lakes.
- (viii) Unless prior written approval from The Lakes is sought, to complete any building (including exterior painting and decorating) within 9 months of commencement of excavation of the dwellinghouse site and further within that 9 month period, construct in a proper and tradesmanlike manner a driveway, or vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving, or sealing. The driveway concrete from the kerb to the Lot boundary shall be constructed of the same exposed aggregate concrete as the footpaths in that precinct of The Lakes Subdivision.

Further, within 6 months of the completion of the dwellinghouse, landscaping encompassing sufficient plants, trees and shrubs to enhance the street appeal of the said dwellinghouse shall be completed. In this respect, full landscaping plans are to be submitted to The Lakes for written approval prior to undertaking the landscaping work concerned. In determining whether or not to approve the plans and specifications, The Lakes will take into account the appearance of the proposed dwelling and surrounding dwellings and streetscape.

- (ix) Not to bring on to or allow to remain on the Land (except during the time of construction of the dwellinghouse) or on any road of The Lakes Subdivision any temporary building, garden shed, caravan, boat, vehicle (including recreational and trade vehicles) or other equipment or materials or machinery unless garaged or adequately screened, so as not to be highly visible from the road and neighbouring properties, so as to preserve the amenities of the neighbourhood and also to prevent noise likely to cause offence to residents in the subdivision.

No caravan, boat, vehicle (including recreational and trade vehicles) or other equipment or materials or machinery, or trailers are to be regularly located on the street or footpath nor shall have any maintenance or repair work carried out on the Local Authority owned land.

Any caravan, boat, vehicle (including recreational and trade vehicles) or other equipment or materials or machinery, or trailers located on that area between the front boundary of the Land and the dwellinghouse and beside the dwellinghouse, are to be screened so as not to be highly visible from the road and also meets Local Authority requirements unless prior written approval by The Lakes is given. No vehicle, caravan or motorhome shall be placed on the said Land to be used for residential use, other than for short-term occupation of visitors for a period not exceeding 1 month in any 6-month period.

- (x) Except during construction, not to erect any fence constructed of shade-cloth, netting, iron or steel of any profile, untextured woodfibre cement panels, plywood, fibrolite or post and wire unless prior written approval of The Lakes is given. All final and permanent fences are to comply with Local Authority requirement, however, no fence shall exceed 1.2 metres in height above the finished ground level of the Lot within 3 metres of the road frontage boundary, except for corner sections or sections with two road frontages for which approved fencing can be erected within 3 metres of the

road boundary to a height of 1.8 metres for up to 50% of the frontage of such lots, or for fences to exceed 1.8 metres in height elsewhere on the Land.

Subject to Local Authority requirements where a lot adjoins any reserve, accessway and/or walkway any fencing erected and extending over and above a solid 1.2 metres high fence shall be permeable

- (xi) To pay for construction and maintenance of any fence constructed on the boundary of any adjoining land owned by the Local Authority and not to seek contribution from The Lakes or the Local Authority for such construction or maintenance cost.
- (xii) No retaining structures on the road frontage boundary shall exceed 1.2 metres in height above The Lakes Subdivision finished ground level of the Land. Retaining structures between the front face of the house and the road frontage boundary that are required to exceed 1.2m high shall be stepped and landscaped to soften the visual appearance of the retaining structure. No stepped increment shall exceed 1.2m.
- (xiii) Not to allow to remain on any walls, fence, structure or building on the Land any, graffiti or similar disfiguring for more than 5 working days from the date that such graffiti or disfiguring occurred, or was brought to the notice of the Purchaser.
- (xiv) Not to permit the Land to be occupied or used as a residence unless the buildings on the Land have been substantially completed in accordance with the Covenants and the Local Authority Code Compliance Certificates have been issued for the dwellinghouse.
- (xv) To keep and maintain in a neat and tidy condition and prevent from becoming unsightly at all times, the section and the Local Authority owned road frontage (road reserve) of the section from the possession date.
- (xvi) Not to site any clothesline in such a way as to be highly visible from the street nor neighbouring properties.
- (xvii) The Purchaser shall use best endeavours to locate any attachments around or on the dwellinghouse and buildings (including but not necessarily limited to television antenna, solar hot water panels and air-conditioning units) so they are not highly visible from any primarily facing road frontages, thoroughfares or adjacent properties.
- (xviii) To ensure due allowance is made for adequate current and future drainage of all stormwater from the Lot, such stormwater drainage not to be detrimental to the water quality of the stormwater network. The Purchaser shall also ensure that no discharge from the Lot whether of soluble or insoluble nature shall occur. The Purchaser is responsible for all costs, claims, or demands for any remedial action undertaken for any breach thereof.
- (xix) Before the commencement of construction, the Purchaser shall erect either a temporary or permanent fence around the perimeter of the said Lot to define the construction zone. Any temporary fencing erected for the construction phase of the dwellinghouse shall be removed within 8 weeks of construction being completed.

During construction not to allow rubbish to accumulate on the site and shall ensure container bins shall be kept on the Lot for the accumulation and disposal of all rubbish. When necessary all such rubbish shall be removed. The use of adjacent or abutting land and footpaths for access, stockpiling and storage of material and dumping of rubbish is strictly prohibited, provided however, that the Purchaser or the Purchaser's agents or invitees may only have access across any other site upon obtaining prior written approval from the owner. The Purchaser shall ensure that during the construction, due allowance is made for the protection of the footpaths and Local Authority owned

road frontage by way of placing appropriate material over those areas where vehicular traffic is run to minimize dirt being carried on to the road and footpaths and kerbs being broken.

The Purchaser shall ensure that all landscaping, berms, roading, footpaths and kerbs directly in front of the said Lot are kept clean and free from debris prior, during and after construction. The Purchaser shall re-instate, replace and be responsible for all costs arising from damage to the landscaping, berms, roading, footpaths, kerbs, streetlights, streetsigns, concrete or any other structures in the subdivision arising from the Purchaser's agents, consultants, contractors or invitees.

Not to allow contractors and subcontractors to commence work on the site without first informing them of the restrictions created by these covenants and ensuring their compliance therewith.

- (xx) Where The Lakes has been dissolved or wound up or otherwise gone out of existence, "approval by The Lakes" shall mean approval by any party appointed and / or nominated by The Lakes for this purpose.
- (xxi) The Purchaser covenants that the Purchaser will at all times save harmless and keep indemnified The Lakes from all proceedings, costs, claims and demands in respect of breaches by the Purchaser of any of the stipulations, restrictions and covenants contained in the preceding clauses.
- (xxii) In any circumstances where The Lakes approval is required in respect of any covenant, then any approval shall be at The Lakes sole discretion and in no circumstances shall The Lakes be required to give any reason for its decision.
- (xxiii) 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 or The Lakes may have to any person having the benefit of this covenant, should the Purchaser not rectify the breach or non-observance of any of the foregoing covenants within 15 working days of written notice being made by The Lakes or any of the registered proprietors of the Lots, then the Purchaser will pay to The Lakes, or the person making such demands, as liquidation damages the sum of \$250.00 per day for every day that such breach or non-observance continues after the date upon which written demand has been made until the breach is remedied, together with any costs, expenses and legal costs incurred by The Lakes or any registered proprietor to remedy the breach or non-observance.

These covenants shall run with the Land and shall be at the discretion of The Lakes incorporated in any Memorandum of Transfer to the Purchaser executed pursuant to an Agreement for Sale and Purchase or in the alternative the covenants may be added to the title to each Lot by The Lakes, prior to the date of transfer from The Lakes AND THE PURCHASER DOTH HEREBY COVENANT with The Lakes that if the Purchaser shall transfer, assign or otherwise dispose of their interest in the Land then the Purchaser shall make such transfer, assignment or disposition subject to the provisions of the clause in the Agreement for Sale and Purchase and shall procure from the transferee or assignee a Deed of Covenant in favour of The Lakes whereby such Purchaser or assignee undertakes to fulfil the Purchaser's obligations under the clause in the Agreement for Sale and Purchase.

FIRST SCHEDULE

Lots 713 – 729 (inclusive) on DP