

Covenants for Anderson Park Estates Limited Sales in Stage II

INTRODUCTION

The Grantor has agreed to create certain land covenants between the various lots comprised in the Grantor's land ("the burdened lots") set out in Schedule "A", to the intent that each lot shall have both the burden and benefit of the land covenants.

The Grantor, being the registered proprietor of the burdened lots set out in Schedule "A", covenants with itself as Grantee, that all the burdened lots shall be forever subject to and bound by the stipulations and restrictions set out in these land covenants which shall run with each of the burdened lots and forever bind the registered proprietor for the time being of each lot.

DEFINITIONS

In these covenants the following definitions shall apply:

Ancillary Building means shed, garage, pergolas or any other structure associated with a dwelling.

Development means stage two, comprising the creation of 45 individual lots "the stage two titles" for sale and construction of the common facilities in and around those lots.

Dwelling means one household unit or principal residence for domestic accommodation, which may include any garage or other ancillary building.

Grantor means Anderson Park Estates Limited.

Grantee means Anderson Park Estates Limited.

Land means the land comprising 11.7627 hectares being Lot 2 on Deposited Plan 544253 and the land originally contained in Identifier 921363.

Burdened Lots means the Stage two titles, being each of the lots listed as burdened lots in Schedule "A".

Works means the works associated with the construction of a dwelling and any ancillary buildings on any lot.

INTERPRETATION

In this document:

- (a) where the context refers to the singular it includes the plural and vice versa.
- (b) references to clauses are to clauses in this document.
- (c) where obligations and covenants are to be complied with by more than one person, they shall bind those persons jointly and severally.

LAND COVENANTS

1. Buildings on each lot

- 1.1 Works to be carried out on any burdened lot shall be restricted to the erection of one domestic dwelling together with any ancillary buildings.
- 1.2 The domestic dwelling, exclusive of any ancillary buildings, attached garaging or decks, shall be a minimum of ninety (90) square metres in floor area.
- 1.3 In no case shall any second-hand dwelling or ancillary building be erected on a Lot, but new relocatable buildings, constructed in permanent materials will be permitted.
- 1.4 In no case shall any caravan, house truck or other mobile accommodation, or any hut or shed be used as a dwelling or temporary dwelling, on any Lot.
- 1.5 The domestic dwelling and any ancillary buildings shall be finished on the exterior in a finish or colour that is natural or stained timber or painted or otherwise finished in a colour from the Resene Whites and Neutrals range, or its equivalent. Notwithstanding the above, up to 10% of exterior wall surfaces may feature a colour without limitation.

2. Fencing

The following restrictions, together with any Council requirements contained in a consent Notice registered over a burdened lot, shall apply to fencing to be erected on the burdened lots:

- 2.1 The Grantee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978, in favour of the Grantor.
- 2.2 Subject to any fencing design conditions imposed by the Local Authority in their conditions of consent, the Grantor's requirements relating to fence design stipulate that any fence or wall erected on a common boundary or adjoining a right of way or road shall be a close boarded fence of 1.5 metres in height with posts and 2 rails secured to the fence by bolts, and finished in appropriately treated unpainted timber.
- 2.3 The registered proprietor of any burdened lot shall not erect, or allow to be erected upon the lot, any fence in front of the forward most building line of the dwelling on the burdened lot, or closer than five (5) metres to the street frontage boundary, whichever is the nearest to the front boundary.
- 2.4 The Grantee of Lots 17-24, 28, 30-33, 38, 39, 44 and 45 shall be bound by a fencing covenant with Kapiti Coast District Council in respect of mutual fencing along any reserve boundary.

3. Grounds Maintenance

In the event a registered proprietor of a burdened lot damages the landscaping, roading, road drainage, footpaths, kerbs, lighting, utility supply services equipment (including but not limited to conduits, pipes, cables or wires) up until the point these areas fall into Kapiti Coast District Council responsibility, by their use of their burdened lot directly or indirectly, or by the actions of any of their agents or invitees, that registered proprietor shall at its own cost, immediately reinstate any such damage so as to return the structures to their state prior to such damage occurring.

4. Spark Cell Tower

Each registered proprietor acknowledges the existence of the Spark Cell Tower on Lot 17 of the land. Lot 17 will be subject to a Lease entitling Spark to have the Cell Tower on site and to access that land, as required, to maintain the Tower, and if necessary, to replace it.

Whilst the Lease will only be registered over Lot 17, each Lot will be subject to a no complaints covenant concerning the existence of the Cell Tower and access by Spark for ongoing maintenance of it, as required.

5. Easements and Consent Notices

Various easements and consent notices will be registered over some of the Lots reflecting the resource consent requirements for the subdivision.

Items covered by consent notices include maintaining an overland flow path through part of Lot 21; identifying suitable building platforms on some sites in order to comply with the geotechnical report of that Lot; the ongoing operation, maintenance and renewal of a wastewater system on Lots 38-45; the maintenance, operation, renewal and supply of power to street lighting located in the private rights of way; the location of rubbish and recycling collection for Lots 38 – 45; and an awareness of the ecological mitigation plan for lots adjoining the ecological area being Lots 28, 30 – 33, 38, 39 and 45.

The above list is not exhaustive and there may be other items covered by consent notices or easements.

6. Breach

Should any Grantee (or their agents or contractors) be in breach of any of these covenants, the Grantor will be entitled, in addition to any other remedies available to them, to:

- (a) serve written notice on the Grantee in breach requiring them to remedy the breach within seven days of receipt of the notice and if the breach is not remedied within 7 working days, pay the sum of \$250 per day in liquidated damages in breach to each party who has given such notice, until such time as the breach is remedied.
- (b) recover any amounts expended in establishing and proving a breach of covenant, and in making good any damage or loss caused by the breach of covenant, including legal costs.
- (c) recover damages from the Grantee in breach for any and all losses sustained by any party as a result of the breach of covenant which may include, but not be limited to, any reduction in value of any lot in the subdivision and any interference to privacy and enjoyment of any lot in the subdivision.