

# KARAPIRO RIVERSIDE ESTATE

## LAND COVENANTS

### 22.0 Land Covenants

22.1 In consideration of the Vendor entering into this Agreement the Purchaser covenants with the Vendor that the Purchaser shall:

- (a) Not commence construction of any dwelling and/or other structure on the Property without first obtaining any requisite approval of the relevant Authority and without having first obtained the approval of Northland Property Concepts Limited to the final building plans (which are intended to be submitted for a building consent for the dwelling and/or other structure) which plan shall include full details of exterior colour scheme and finishes. The approval of Northland Property Concepts Limited shall not be unreasonably withheld provided that such building plans and accompanying information comply with these covenants and are consistent with the intentions of Northland Property Concepts Limited relative to the high standard of house design expected to match the standard and nature of the Subdivision.
- (b) Not to erect a dwelling with a floor area of less than 200 square metres on a Lot without the express approval of the developer. For the purposes of this subclause the area of a dwelling shall exclude garages, verandahs, porches and other ancillary buildings.
- (c) Not subdivide the Property (including by way of cross lease or unit title) nor amalgamate the Property with any other lot, nor erect more than a single private dwelling house designed for occupation as a single family home on the

Property without first obtaining the express approval of Northland Property Concepts Limited which approval may be withheld at that entity's sole discretion. Ancillary buildings such as any extra garage facilities to house boats or campervans etc must be designed in sympathy with the main dwelling and use the same cladding, roofing, window joinery and colour scheme throughout.

- (d) Not use as an external wall cladding (other than for soffits and/or in association with applied textured finishes) flat fibrolite, hardiflex, plywood, metal sheeting, hardiplank, onduline or similar materials provided that corrugated metal wall cladding may be used in circumstances where Northland Property Concepts Limited considers at its sole discretion that such use has a redeeming architectural feature.
- (e) Ensure that the dwelling house comprises all exterior sheathing and finishing and that the exterior has been painted before it is occupied as a residence.
- (f) Not construct any roof other than with long run colour steel, concrete or metal tiles or other tile approved by Northland Property Concepts Limited.
- (g) Not construct any fence or part of any fence with sheet or panel steel, corrugated iron, untextured flat fibrolite, hardiflex or plywood.
- (h) Ensure that the vehicle crossing and driveway serving the Property are completed prior to occupation of the dwelling house and in a manner which is sympathetic with the Subdivision and otherwise in accordance with the requirements of the Relevant Authority.
- (i) Not permit any rubbish to accumulate or be placed upon the Property or permit grass or weeds to exceed 100mm in height.
- (j) Not use or permit the Property to be used for any trading or commercial purposes except as may be allowed as a permitted activity under the applicable zoning of the Relevant Authority.
- (k) Not erect or place or permit to be placed upon the Property any dwelling house or other structure other than a new dwelling house or structure.
- (l) Not erect or place or permit to be erected or placed upon the Property any temporary structure, caravan, vehicle, tent, hut or shed to be used for human habitation (whether temporarily or otherwise) whilst situated on the Property.
- (m) Not remove any soil from the Property except as shall be necessary during the course of construction and then in accordance with any requirement of the Relevant Authority.
- (n) Not lodge any objection to any application for a Resource Consent in respect of the Subdivision or in respect of any adjoining land owned by the Vendor as long as such Resource Consent application relates to a subdivision or

development generally in accordance with the prevailing District Plan of the Relevant Authority.

- (o) Not cut down, remove or permit to be cut down or removed any mature trees on the Property without the prior written consent of Northland Property Concepts Limited. Where the pruning or removal of any such tree is reasonably necessary to enable a dwelling house to be constructed such approval shall not be unreasonably withheld provided that any necessary consent of the Relevant Authority has been first obtained.
- (p) Not keep on the Property any animals which create a nuisance, offence or danger (potential or otherwise) to any other lot within the Subdivision or to the owners of any such lot or which the Relevant Authority does not permit to be kept on the Property.

22.2 The Vendor may appoint an agent or representative for the purposes of considering and giving any consent or approval on its behalf pursuant to clause 22.1.

22.3 If the Purchaser is in breach or non-observance of any of these land covenants then without prejudice to any other liability which the Purchaser may have to any person having the benefit of the covenants the Purchaser shall upon written demand being made by any other registered proprietor of a lot within the Subdivision do or cause to be done anything necessary to remedy any such breach or non-observance.

In the event that Purchaser does not comply with paragraph 22.3 within a reasonable period of time after demand has been made then the Purchaser hereby irrevocably authorises the person making demand together with its contractors, employees and agents to enter and remain upon the Property to do anything necessary to remedy any breach or non-observance at the Purchaser's costs without being liable for any damage or deterioration occasioned to the Property in exercising those powers, provided however that any other such owner shall not be required or obliged to enforce all or any of these land covenants nor be liable to the Purchaser for any breach of the land covenants by any other owner or occupier for the time being of any of the other lots in the Subdivision.

22.4 The Purchaser shall only be liable in respect of the breach or non-observance of a land covenant whilst it is the registered proprietor of a lot in respect of which such breach or non-observance has arisen.

### 23.0 Fencing

23.1 The Purchaser shall not call upon the Vendor to pay for or contribute towards the cost of the erection or maintenance of any boundary fence between the Property and any adjoining property of the Vendor and a fencing covenant giving effect to this clause and exempting the Vendor from the provisions of the Fencing Act 1978 shall if not already registered against the title to the Property be included in the Memorandum of Transfer of the Property.

### 24.0 Further Covenants

24.1 The Purchaser acknowledges and agrees that the Vendor may impose other or alternative land covenants if required so to do by the Relevant Authority.

**25.0 Marketing and Agency**

25.1 The Purchaser agrees that so long as the Vendor retains an interest in any part of the Subdivision the Vendor may erect and maintain signage and other forms of display including a show home and/or sales office within the Subdivision promoting the Subdivision provided that the Vendor does not cause unreasonable interference to the Purchaser's use and enjoyment of the Property.

25.2 The covenants contained in clause 22.0 shall not apply to any Lot in the Subdivision which the Vendor may retain for any purpose under clause 25.1.

**26.0 Purchaser's Acknowledgement**

26.1 The Purchaser acknowledges and agrees that it has entered into this Agreement in sole reliance upon the Purchaser's own enquiries and judgment and does not rely upon any representation of the Vendor or the Vendor's agents as to any matter pertaining to the Property or the Subdivision including the suitability of the Property for the Purchaser's intended use.