

Annexure Schedule 1
(“The Covenants”)

A. The Grantor shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Grantee.

B. Land and Building Covenants.

1. **Covenant**

The Grantor covenants and agrees with the intention to bind itself and future proprietors of the Servient Tenements for the benefit of the Grantee and future proprietors of the Dominant Tenements that the Grantor will at all times observe and perform the restrictions contained in Schedule A in respect of the covenant are.

2. **Limited Liability**

The Grantor and its successors in title will only be liable for breaches of the restrictions which occur while they are registered as proprietor of the Servient Tenements.

3. **Consent to Variation**

Notwithstanding any provisions herein contained the Grantee shall have the unrestricted and arbitrary right to consent to any variation or alteration at any time to any covenants set out in Schedule A in respect of any one or all of the Servient Tenements.

Schedule A

1. **Building Development**

1.1 All development on the land is to comply with the conditions of the Waipa District Council Resource Consent number SP/0037/16 and LU/0132/16.

2. **The Grantor will not:**

Dwelling Design, Size and Completion

2.1 Undertake any work on the Property without first obtaining all necessary consents or permits required by the Local Authority.

2.2 Commence any construction or development on the Property without having first obtained the written approval of Cambridge Park or an agent nominated by Cambridge Park Limited (hereinafter referred to as “CPL”) to the plans and specifications, the exterior design and appearance, fencing and location of the proposed building on the Property. Such approval

is not to be unreasonably withheld when such design is by a registered architect. If approval is obtained, shall not make any change to the approved plans or specifications or exterior design or appearance or location of the proposed building (whether due to the requirements of the Territorial Authority or otherwise) without first obtaining written approval from CPL, such approval shall not be unreasonably withheld.

- 2.3 Allow to be transported onto the Property any existing pre-build or second-hand dwelling or other building.
- 2.4 Permit any building or associated works in the course of construction to be left without substantial work being carried out for a period exceeding 6 months and to complete construction of any such work within 12 months of the laying of foundations for the dwelling to be constructed on the Property.
- 2.5 Permit any driveway on the Property to be constructed of anything other than a solid running course.
- 2.6 Permit any driveway, fencing and landscaping in the course of construction to be left without substantial work being carried out for a period exceeding 6 months and to complete any such works within 15 months of the laying of foundations for any dwelling on the Property or 12 months from the beginning of the work themselves, whichever is the sooner.
- 2.7 Allow on or to allow to remain on the Property any broken down vehicles, temporary dwelling, boat, caravan, trade vehicle or other equipment, material or machinery which in the Grantee's reasonable opinion is unsightly, or which generates noise reasonably likely to cause offence to residents in the area, within 5 metres from any boundary fronting any road or right of way unless garaged or screened to preserve any amenities of the neighbourhood.
- 2.8 Permit or allow the erection of any temporary building or structure upon the Property except such as may be used in conjunction with the construction of a dwelling on the Property and which will be removed from the Property upon the completion of the dwelling. The Grantee shall have the right to require the removal of any temporary building or structure which it considers in its absolute discretion, not to be of a nature or type suitable to the Grantee's subdivision.

Property Use

- 2.9 Allow the use of the Property other than for residential purposes or to take or permit occupation of any dwelling unless the dwelling on the Property has been substantially completed in accordance with the terms of these covenants and the buildings meet the requirements of the Local Authority.
- 2.10 Allow the removal of any soil from the Property except as necessary for construction of any dwelling or associated works for the Property.

- 2.11 Allow any rubbish to accumulate or to be placed on the Property nor to permit any excessive growth of grass or vegetation so that the same becomes long or unsightly.
- 2.12 Allow the storage or accumulation on the Property of any building materials other than in the course of the construction of a dwelling house and/or any accessory buildings in compliance with the provisions of these covenants.
- 2.13 Cross lease the Property or create unit titles thereof or further subdivide the Property in any manner.
- 2.14 Use the Property for animal breeding/boarding kennels and allow any animals on the Property other than domestic pets which shall without restricting the generality of such term exclude poultry, goats, sheep, horses, cattle, beehives and pigs.
- 2.15 Light fires to rid construction materials.

Miscellaneous

- 2.16 Site any clothesline in direct sight of the road or right of way access.

3.0 The Grantor will:

Parking

- 3.1 Ensure that no more than two vehicles are parked on the property at any time.
- 3.2 Not permit any visitors, tradesmen, tenants or other invitees to park in Lot 18 DP _____ (hereinafter referred to as "the Access Way").
- 3.3 Ensure that all visitors, tradesmen, tenants or other invitees park in Jarrett Terrace unless using the allocated parks on the property.

Tenants

- 3.4 Ensure that any tenant occupying the property is personally handed a copy of the land covenants and will ensure that the Tenant complies with the land covenants at all times.

Rubbish Collection Area on Access Way

- 3.5 a. place all general rubbish in a wheelie bin or such other receptacle approved by the Relevant Authority and place the receptacle for collection at the designated rubbish collection point on the designated rubbish collection day.

- b. place all recyclable rubbish in recycling bins approved by the Relevant Authority and place such bins at the designated rubbish collection point on the appropriate recycling pick up day.

AND the Grantor further covenants with the Grantee for themselves, their executors, administrators and assigns that if there should be any breach or non-observance of any of the covenants and without prejudice to any other liability which the Grantor will on demand by the Grantee or any of the registered proprietors of any of the Lots on the Plan of which the Property forms part:

- 3.17 Pay to the person making such demand as liquidated damages the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) or a sum equal to one quarter of the cost of any building used erected or repaired in breach of non-observance of the foregoing covenants or any of them whichever is greater; and
- 3.18 Remove or cause to be removed from the Property:-
 - (a) any building or fence erected or repaired;
 - (b) any broken down vehicles, temporary dwelling, boat, caravan, trade vehicle or other equipment, material or machinerywhich is in breach or non-observance of the residential stipulations; and
- 3.19 Replace any building material used or permitted to be used in breach or non-observance of the restrictive stipulations.

PROVIDED and it is further covenanted and agreed that:

- 3.20 The covenants run with the land in perpetuity.
- 3.21 In any such instance of default the remedying of such default within one month of notice in writing requiring the removal of such cause of default and the payment by the defaulting party of all reasonable legal and other expenses incurred by the party enforcing the covenants shall avoid the payment of the penal sum prescribed provided that this waiver shall not apply in respect of any subsequent default of a similar nature.
- 3.22 The rights and obligations of the Grantee to enforce the terms of the rights and benefits conferred by the covenants and by this clause shall terminate 12 calendar months from the date on which it ceases to be an owner of any Lot in its subdivisional plan and from that date the right to enforce the rights and benefits so conferred shall in accordance with normal principles vest in the owners of any Lots in the subdivision which obtain benefits from the covenants.