

## **1. LAND COVENANTS**

- 1.1. The Covenantor wishes to establish the Camrose Estates Subdivision as a modern and well-designed subdivision. To achieve this, the Covenantor covenants with the Covenantee as set out in this Covenant Instrument.
- 1.2. These Covenants shall continue to run for the benefit of all registered owners of the Lots [for 20 years from the date of registration of this Instrument], but subject to the provisions of clause 3.5 herein, after which date this Covenant Instrument shall be of no further effect (except and to the extent that any covenant in this Covenant Instrument is expressly noted as running forever).

## **2. INTERPRETATION**

- 2.1 For the purposes of these Covenants:
  - a. "Accessory Building" means any garage, shed, verandah, deck, patio or other outbuildings forming part of or accompanying any Dwelling, whether such Accessory Building is detached or attached to the Dwelling;
  - b. "Allow" includes to do, facilitate, permit and suffer;
  - c. "Building" includes all structures, including (but not limited to) Dwellings and Accessory Buildings;
  - d. "Building Line Setback" – means the building line setback shown on the Deposited Plan for Stage 10 & 11 of the Developer's Subdivision.
  - e. "Construct" and "Construction" includes to install, erect, build, relocate, repair, renovate or replace, place on any Lot or on any Building and also includes "Allow to Construct"
  - f. "Covenantor" and "Covenantee" include the registered owner(s) for the time being of any Lot (including for the avoidance of doubt its successors in title);
  - g. "Developer" means Camrose Estates Limited or its nominee or any related or associated company of the Developer;
  - h. "Dwelling" means a private dwelling house to be used for residential purposes and may include an internal garage;
  - i. "Lot" and/or "Lots" (as the context permits) means any lot having the burden and/or the benefit of these Covenants as described in Schedule A;
  - j. "Subdivision" means the Camrose Estates Subdivision at Methven, New Zealand undertaken by the Developer including any adjoining or other property the Developer may own or subsequently purchase to progress or extend the Subdivision.
- 2.2 The headings used in this document are for convenience only and do not form part of the Covenants nor are they to be used in interpretation of the Covenants.

## **3. COVENANTS**

### **Building Design Controls**

- 3.1 The Covenantor shall:
  - a. Not Construct a single Dwelling on any Lot less than 170m<sup>2</sup> in gross internal floor area including any internal garage but excluding any other Accessory Buildings;

- b. Not Construct more than one Dwelling per 250m<sup>2</sup> of net site area of any Lot other than pursuant to a comprehensive site development plan previously approved in writing by the Developer pursuant to this Covenant Instrument. This restriction shall not apply for Lots 65-74 inclusive and Lots 131-134 inclusive, where the Covenantor shall not construct more than one dwelling per 1,000m<sup>2</sup> of net site area, other than pursuant to a comprehensive site development plan previously approved in writing by the Developer, pursuant to this covenant instrument. The Dwellings in any such comprehensive site development plan shall not occupy a site coverage (as defined by Ashburton District Council) of more than 50% and shall be no more than two storeys high and each Dwelling shall not be less than 100m<sup>2</sup> in gross internal floor area including an internal garage but excluding any other Accessory Buildings.
- c. Not further subdivide Lots 65-74 inclusive and Lots 131-134 inclusive.
- d. Not build on Lots 65-74 inclusive and Lots 131-134 inclusive any building within the 15 metre building line setback from Mount Hutt Station Road (State Highway 77), Methven.
- e. Not Allow Construction of any Building unless the specification and site plans are previously approved in writing by the Developer to ensure that its aesthetic standards are maintained and that the covenants in this Covenant Instrument are being observed. In considering such approval, the Developer may take into account such matters it, in its sole discretion, considers appropriate including but not limited to the following:
  - i. Height
  - ii. Siting on the Lot
  - iii. Size
  - iv. External design (including roofs, fences, walls and screens)
  - v. The relevance of the height, siting and external design to natural light, view and privacy for adjoining registered owners
  - vi. Concept
  - vii. Architecture
  - viii. External materials
  - ix. Colour scheme
- f. Not Construct any Building using kiln fired brick, recycled brick, concrete brick, concrete blocks, plastered textured finish, timber or prefinished metal weatherboard bonded to solid timber boards (e.g. Lockwood type construction) unless previously approved in writing by the Developer. Any Building with an exterior finish in the form of flat cladding poured concrete, concrete block or similar shall have the surface textured in such manner as to fully cover the base material;
- g. Design and finish Accessory Buildings to be visually consistent with the Dwelling and landscaping;
- h. Use only such roofing materials that have a tile profile or incorporate wood, fibre cement, glass fibre or slate products by way of roofing shingles, painted corrugated iron or profile coloured steel for all roofing other than flat roofs;
- i. Not Allow on any Lot any form of temporary or mobile accommodation or storage structure (e.g., caravan, campervan, freight container, shed, hut or other structure) unless required during the course of Construction and removed upon the issue of a Code Compliance Certificate for the Dwelling;

- j. Not Allow any Lot to be occupied or used as a residence either by the erection of temporary structures or the placing of vehicles used for human habitation, and to use the Lot for residential purposes only after the Code Compliance Certificate has issued for the Dwelling;
- k. Not Allow any Building in the course of Construction to be left without substantial work being carried out for a period exceeding three months and to complete Construction of any Building within twelve months of Construction commencement;
- l. Construct a letterbox when the Dwelling has been completed with a design, colour and cladding that is visually consistent with the Dwelling and/or adjoining fence;
- m. Not Construct washing lines, satellite dishes or external antennae of any greater size than 1 metre in diameter, within 7 metres of the road boundary and in any event not in the front yard of any Lot;
- n. Not Allow gas cylinders in a place or in a manner so that they are visible from the road frontage of any Lot.

### **Landscaping and Driveway**

#### **3.2 The Covenantor shall:**

- a. Not Allow any grass exceeding 150mm in height or to otherwise becoming unsightly or a fire hazard;
- b. Complete the landscaping within six months of the issue of a Code Compliance Certificate for the Dwelling by providing lawns and/or paving, trees, shrubs, flowers or any two or more of these and to give preference to the use of local native vegetation and rocks;
- c. Construct a driveway within six months of the issue of a Code Compliance Certificate for the Dwelling in a permanent continuous surface of concrete, brick paving, tar sealing or similar and according to the plans and specifications stipulated by the Developer for each Lot;
- d. Not commence landscaping on the front boundaries of any corner Lot and/or road frontage of any Lot unless the plans relating to the landscaping have been previously approved in writing by the Developer;
- e. Not Allow damage to the footpaths and berms during or after the Construction and in order to avoid any damage, to Construct an effective temporary berm and kerb crossing, including driveway metalling, prior to the commencement of Construction and to ensure that vehicular movement on the Lot is confined to that one driveway during Construction, such driveway to be no more than 4 metres in width. The Covenantor shall be responsible for the repair, at the Covenantor's expense, of any damage to the footpaths and berms caused by the Covenantor and/or its employees and contractors.

### **Fencing**

#### **3.3 Notwithstanding any other covenant in this .Instrument, in relation to Lots 65-74 and 131-134 (all inclusive) that boundary State Highway 77, the Covenantor shall:**

- a. Not alter or remove any existing Boundaryline Fencing Systems Post and Rail 3 Rail Fences (Boundaryline Fences) erected by the Developer provided however the Covenantor is permitted to use colour matched mesh on the Covenantor's side of the fence between the rails to keep pets or children contained within the Lot.

- b. Not erect any other fence and/or wall on the boundary that adjoins State Highway 77;
- c. Maintain and re-stain in the same or similar colour as the Boundaryline Fences both sides of the posts and rails and immediately repair any damaged Boundaryline Fences to the same standard and design and using the same materials as originally used by the Developer.

3.4 The Covenantor shall **not**:

- a. Allow the Construction of any fence and/or wall:
  - i. within 2 metres of any boundary of any Lot adjoining a road to a height of more than 1 metre measured at the Lot frontage;
  - ii. in the case of a boundary with a reserve to a height of more than 1.2 metres measured at the Lot boundary to such a reserve;
  - iii. on other side and rear boundaries of any Lot to a height of more than 1.8 metres;
  - iv. on the front boundaries of any corner Lot and/or road frontage of any Lot unless the design, height, materials and colour of such fences are previously approved in writing by the Developer to ensure that consistent aesthetic standards are maintained;
  - v. on any Lot boundary constructed of corrugated iron, colour steel or similar product, wire mesh, wire or cemented board sheeting;
  - vi. on any Lot road frontage constructed of corrugated iron, colour steel or similar product, wire mesh, wire or cemented board sheeting, or undressed timber;
- b. Call upon the Developer (whether or not the Developer is the registered owner of any adjoining Lot) nor Ashburton District Council (as the case may be) to pay for or contribute towards the cost of Construction or maintenance of any fence between the Covenantor's Lot and any adjoining Lot or Ashburton District Council reserve or road.

3.5 In accordance with clause 1.2 of this Covenant Instrument, the covenants in clause 3.1b, 3.1c, 3.3 and 3.4b of this Covenant Instrument shall run forever.

### General Covenants

3.6 The Covenantor shall **not**:

- a. Subdivide any Lot into separate lots or parcels of land whether by way of freehold subdivision, a boundary adjustment with an adjoining Lot or property, cross lease, unit title or in any other way.
- b. Allow any rubbish or waste material to accumulate or be placed on any Lot or to become unsightly or a fire hazard;
- c. Oppose, frustrate or take any action, or encourage or cause others to oppose, frustrate or take any action, that might in any way prevent or hinder the Developer (or its successors in title) from progressing and completing the Subdivision, effecting any zone change, subdivision and/or development or obtaining any resource consents to give effect to the Subdivision. In accordance with clause 1.2 of this Covenant Instrument, this covenant shall run forever and applies (without limitation) to any resource consent or building consent application, Environment Court application or other necessary consent

process involving the Subdivision (including appeals and applies to any property the Developer may own or subsequently purchase to progress or extend the Subdivision).

#### **4. ENFORCEMENT**

- 4.1 If there should be any breach or non-observance of any of the covenants and without prejudice to any other liability which the Covenantor may have to any person having the benefit of the covenants in this Covenant Instrument the Covenantor will upon written demand being made by the Developer or any of the registered owners of the Lots:
- a. remove or cause to be removed from the Lot any Building Constructed on the Lot in breach or non-observance of the covenants in this Covenant Instrument;
  - b. replace any building material used in breach or non-observance of the covenants in this Covenant Instrument with approved materials.
- 4.2 Notwithstanding any other provision in this Covenant Instrument, the Developer;
- a. shall neither be required nor liable to enforce the Covenants nor answerable to the Covenantee for the breach of any Covenant binding any of the Lots;
  - b. may at its discretion waive compliance of one or more of the Covenants so long as the Developer is satisfied that such waiver will not adversely affect the character of the Subdivision and such waiver is issued in writing;
  - c. will not consider any application for waiver from a Covenantor unless such application is in writing and accompanied by a plan and elevations, specifications of materials and finishes showing the proposed change(s);
  - d. shall in respect of any other lots in subsequent stages in the Subdivision, have in its absolute discretion the right to impose additional restrictions or stipulations or to omit or vary in its absolute discretion any covenant.

#### **5. DISPUTES**

- 5.1 Except as relates to the exercise of any discretion, opinion or consent requested of the Developer under these covenants, and without prejudice to the enforcement of the provisions of this Covenant Instrument, if any dispute shall arise concerning the covenants, then the parties to the dispute shall enter into negotiations in good faith to resolve such dispute.
- 5.2 If the dispute is not resolved within 20 working days from the date on which the parties begin their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. if the parties agree, that person appointed may act as an expert and not an arbitrator.
- 5.3 If the appointment of a single arbitrator cannot be agreed upon within a further period of 10 days, then an independent arbitrator shall be appointed by the President for the time being of the Canterbury Westland Branch of the New Zealand Law Society on the application of either party.
- 5.4 The arbitrator shall determine the dispute in accordance with the provisions of the Arbitration Act 1996 (and its amendments) or any enactment passed in substitution.