LAND COVENANTS

BRAIDSTONE

ESTATES

Summary of Land Covenants

Suburban Estates Limited (**SEL**) will register land covenants on each residential section. These covenants are put in place to give you peace of mind in the knowledge that all section owners are required to meet the same standards.

These covenants are separate to any requirements detailed in legislation, regulations, planning requirements or consent notices.

This document is a summary only of the intended land covenants. SEL reserves the right to amend these prior to registration on the records of title.

The Covenants shall burden and benefit each residential section in the development, and be for the benefit of SEL in gross.

Covenants

1. The Covenantor shall not erect on the land any dwelling other than one new single-storey dwelling house, with garaging, designed for and to be occupied exclusively by one household, with a minimum floor area, including garaging, of not less than:

   (a) 200m² for lots with a net area of 600m² or over
   (b) 180m² for lots with a net area of 500m² and 599m² (both inclusive)
   (c) 150m² for lots with a net area between 400m² and 499m² (both inclusive)
   (d) 120m² for lots with a net area of 399m² or under,

   except with the prior written consent of SEL. SEL may at its sole discretion approve a building height higher than a single-storey, or may specify particular Lots in the development.

2. The Covenantor (or the architect or building company acting on their behalf) must submit ***all relevant plans*** (dwelling & landscaping) and specifications to SEL for written approval ***prior to*** lodging any application for building consent with the Council and prior to any work being undertaken. Plans for any dwelling, garage (including detached garages) and landscaping must:

   (a) clearly show detailed street frontages with roof design including breaks and entrance features; and
   (b) detail exterior cladding & colours, dwelling size, lot & D.P. number, elevations, floor size over framing, and front fence design (if any).

   Any structure that requires a building consent, or any alteration to such structure that changes the external appearance of the structure, will require SEL plan approval prior to construction.

   SEL is generally expecting to see a degree of attractive landscaping at the front of all houses facing the street to help create an appealing streetscape for all residents.

SEL will not be required to provide reasons for any decision made in relation to plan approvals. SEL reserves the right to charge processing fees where any dwelling approval application has not been obtained prior to constructing commencing, and/or misplaced and require re issuing. Plans should be emailed to SEL – admin@suburbanestates.co.nz.

3. Without first receiving the approval of SEL, the Covenantor shall not commence construction of any Landscape Feature (which includes fences), or use any landscape and /or all planting plans, or fencing designs, which have not been approved by SEL prior to any construction of Landscape Features commencing.

4. SEL's right to grant or decline any request for approval under these Covenants does not allow any person to challenge for any reason the giving or the declining of any such approval. For the avoidance of doubt, no person will have any such claim against SEL in respect of any decision that SEL, or their assignee or delegate makes in respect to any approvals sought.

5. SEL will be entitled to serve a stop-work notice on the Covenantor to stop all work if the Covenantor starts any construction work without first having obtained any required approval of SEL, and SEL will have the right to seek an injuction in addition to any other remedies contained in these covenants.

6. In relation to fencing of the Lot:

   (a) All fences fronting a road may only be constructed in a form approved in writing by SEL;
   (b) All fences must be stained, painted or finished in the manner approved in writing by SEL and be stained, painted or finished in the manner approved within two (2) months of the date that is the earlier of: a Code Compliance Certificate being issued by the Council for the dwelling on the Lot; or the date that the dwelling on the Lot is occupied.
   (c) If the Lot contains any entrance or feature walls, fences or pillars, the Covenantor must not remove or damage them, or permit them to be removed or damaged.

7. No Lot may be further subdivided.

8. The Covenantor shall not erect on the land any dwelling or other structure that is higher than a single storey except with the prior written consent of Suburban Estates Limited.

9. The dwelling must be built on site and from individual designs. No re-locatable, kitset homes or secondhand materials may be used without prior written consent of SEL and in strict compliance with any conditions included in the said consent.

10. The Covenantor must not commence any construction on the land without first partially constructing the berm and kerb crossing, including compacted gravelling (to a minimum depth of 150mm) from the road kerb to four metres inside the boundary of the land.

11. The Covenantor must not commence any construction on the land unless all capped boundary fences are erected (with the exception of road frontage and right of way boundaries), except with the prior written consent of SEL.

12. The Covenantor (and/or their contractors) agrees to abide by all Health and safety legislation and regulations, including the erection of temporary fencing prior to commencing contruction. A temporary toilet and rubbish skip must be in place, well secured and contained.

13. No gas bottle, clothes line, exterior heat pump unit, rubbish bin(s), shed, glasshouse, pergola, boat, or similar may be visible from the roadway adjacent to the land, except with the prior written consent of SEL.

14. The Covenantor shall not construct or place on the land or permit to be on the land any caravan, hut or other structure, for any kind of permanent or temporary residential use other than a new dwelling or structure approved in accordance with these covenants.

15. The Covenantor agrees not to place on the land or permit to be on the land any caravan or campervan visible from any road frontage.

16. No front or side fence may be constructed or placed within 1m of the road frontage boundary.

17. The Covenantor (and/or their contractors) must not remove or relocate from any fence, tree or shrub or landscape feature constructed or installed by SEL without the prior written consent of SEL.

18. The dwelling on the Lot must not be used as a show home or display home except with the prior written consent of SEL.

19. The Covenantor shall keep the land tidy and grass mown, with grass/weeds no higher than 75mm, and free from rubbish including accumulated builders' waste materials.

20. The covenants listed above will cease to apply after 31 July 2045.

21. Neither SEL nor the Selwyn District Council shall be liable or called upon to erect or contribute to the erection of any boundary or dividing fences between any lot and any other adjoining property owned by SEL or the Council but this provision shall not

enure for the benefit of any subsequent purchasers of adjoining property from either SEL or the Council.

22. The Covenantor shall not (either for themselves personally, as a trustee of a trust or as a director or shareholder of a company), and shall not encourage or support any other person to, take action under the Resource Management Act 1991 or any other legislation or regulations to oppose, object to, frustrate or otherwise prevent or hinder the further development of the Braidstone Estates or any other development being completed SEL.

23. In the event of breach or non-observance of any Covenant, the Covenantor will be required to take all steps to remedy the breach or non-observance and/or pay liquidated damanges of $150 per day that the breach or non-observance subsists.

24. The covenants herein will immediately cease to apply to any land (or part thereof) which is intended to vest in the Crown of any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.