

AUGUSTARISE

DESIGN Guidelines

DEFINITIONS:

"Developer" means 27 Kayelene Place Limited or any other person or persons nominated by 27 Kayelene Place Limited.

"Developers Subdivision" means the land being developed and/or subdivided by the Developer. Including the land currently contained in Certificates of Title SA26D/1269 and SA25C/74, and any other land owned or to be purchased by the Developer.

"Land" means the Servient Tenement or any part of it.

"Local Authority" means Western Bay of Plenty District Council.

"Registered Proprietor" means the owner of the Servient Land and its successors in title from time to time.

FENCING COVENANT:

1. The Developer will not be liable to pay for or contribute towards the cost of erection or maintenance of any fence between any lot in the Developers Subdivision and any adjoining lot owned by the Developer.
2. The Registered Proprietor agrees to meet the total cost of construction of any fence to be constructed on the boundary of adjoining land if such land is owned by the Local Authority and the Registered Proprietor of the Land will not seek contribution from the Developer or the Local Authority.

LAND COVENANT:

The Registered Proprietor will receive the benefit of these covenants over the other lots in the Developer's Subdivision and acknowledges that the Land it is purchasing will in turn be bound by these covenants.

The Registered Proprietor acknowledges and agrees with the Developer that each section in the Developer's Subdivision forms part of a development which is intended to be established as a modern and well-designed subdivision and it is desirable that supervision and control be exercised by the Developer to achieve these objectives.

The Purchaser will be bound by these covenants, although the Developer may in writing, at the sole and unfettered discretion of the Developer, waive part, any or all of these covenants, on such terms and conditions as the Developer may require.

1. Prior to submitting a resource consent application or a building consent application (as the case may be) to the Local Authority for the necessary approvals, and prior to the commencement of construction, the Registered Proprietor of each Lot shall obtain the written approval of the Developer to their building plans and landscaping plans and in particular approval in respect of the:
 - 1.1 Site plan showing the location of all buildings, landscaping and vehicle access;
 - 1.2 Floor plans;
 - 1.3 Elevations which shall include a description of all exterior finishes and colours and materials;
 - 1.4 Landscaping (including fencing) plans; and
 - 1.5 Concept plans and specifications.

And shall pay to the Developer a design review fee of \$250.00 including GST.

2. The Registered Proprietor covenants to:

Building requirements

- 2.1 Not build any building other than a single new dwelling house including attached double garaging;
- 2.2 Construct any building in only new materials;
- 2.3 Construct any building with a minimum floor area including garaging (excluding decking, entry porches, verandahs or roofing overhang) as follows:
 - (a) Lot 1 of 115 square metres; and
 - (b) Lots 2 – 42 (inclusive) of 150 square meters.
- 2.4 Locate any attachments (including but not limited to television antenna, satellite dishes, solar panels, air-conditioning units, clotheslines) around the building so they are not highly visible to the road;

Materials

- 2.5 Construct any building with:
 - (a) A minimum of 65% of the non-glazed exterior cladding of the following materials: kiln fired or concrete brick, plaster or cement texture finish, stone, Axon panel, Stria, Oblique, Linea, Shadowclad, or timber weatherboard (substitution of these materials will be at Developer's discretion);
 - (b) All exterior surfaces (which are not pre-colour coated or finished) are painted, or stained prior to the building being occupied. Where a building has a basement, exposed subfloors, framing and/or decks, the exposed areas shall be clad in permanent materials in conformity with the main parts of the residence;
 - (c) Any wall of the building predominantly facing the road frontage must include at least one gable end, window or feature;
 - (d) The finished permanent colour(s) of exterior cladding in a colour scheme that will blend with the environment and be nonreflective;
 - (e) The roof with prepainted colorsteel, concrete or metal tiles. No unpainted roof shall be allowed on any building;
 - (f) The driveway and any other access ways in a permanent surface of concrete, concrete block, cobblestones or hot mix asphalt and such surfacing will be carried out in a proper tradesman-like manner.

Fencing

- 2.6 Agree that they will contract Cambie Landscapes Limited to construct the fencing on their Lot at a cost of

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\$140.00 plus GST per lineal meter. The fence will be constructed of Laminata horizontal timber panels and will be invoiced direct to the Registered Proprietor upon completion.

Provided however, the registered proprietors of Lots 1-11 (inclusive) will construct their own fencing along the Western boundary of either Laminata horizontal timber panels or black aluminium "pool fencing", and the registered proprietors of Lots 1, 41 & 42 will construct their own fencing along the Northern boundary of black aluminium "pool fencing" with railway sleeper posts.

2.7 Allow no fence or living hedge to exceed:

- (a) 1.2 meters in height from the completed subdivision contours on the road frontage;
- (b) 1.2 meters in height from the completed subdivision contours within 3 meters of the front boundary; and
- (c) 1.80 meters in height from the completed subdivision contours on any other boundary.

Construction

2.8 Complete construction of the building (including driveway and access ways) within 15 months of laying down the foundations of the building.

2.9 Complete the landscaping (including paths and fencing) within 18 months of laying down the foundations of the building.

2.10 Not permit the building to be occupied or used as a residence unless the dwelling house has been substantially completed and meets the requirements of the Local Authority.

Land Use

2.11 Not to further subdivide the lot or create a unit title or cross-lease in respect of any building on the Land. However, the Developer may approve amalgamation of titles but the Registered Proprietor should first make their own enquires at their own cost as to the ability of such amalgamation.

Enhancement of the Land

2.12 Keep the Land free of rubbish and in a tidy manner;

2.13 Keep the grass below 100mm in length;

2.14 Not allow any trees to grow above 5 meters in height or any other landscape feature exceed 2.5 meters in height;

2.15 Not allow any temporary dwelling, caravan, trade vehicle or other equipment on the Land unless garaged or screened;

2.16 The Grantor will not keep or permit to be kept or to take or permit to be taken upon or on the Land any vehicle (as that provision is defined by the Land Transport Act 1998) which has a weight of over 2 tonnes, provided that this will not prevent such vehicles being taken onto the Land for the purposes of building operations being carried out on the Land or for the delivery or collection of goods which are to be or have been used in connection with the residential use of the Land;

2.17 Raise, breed or keep any animal or livestock on the Land or in any building on the lot other than 2 domestic animals limited to cats, dogs, reptiles, fish, rodents and birds.

3. The Registered Proprietor acknowledges that the value of the Land will be affected by the failure to comply with these covenants and therefore covenants personally and for the Registered Proprietor's executors and administrators and assigns that if the Registered Proprietor fails to comply with, observe, perform, or complete any of the special conditions and/or covenants and restrictions contained in these covenants, then the Developer or any registered proprietor of a lot in the Developer's Subdivision to which these covenants are appurtenant may serve written notice on the Registered Proprietor requiring the Registered Proprietor to remedy the breach of covenant within seven (7) days of the service of the notice. If the breach is not remedied within the period stipulated the Registered Proprietor shall pay to the party issuing the notice the sum of \$50.00 including GST per day until such time as the breach is remedied and shall in addition pay all costs incurred by the party issuing the notice including all professional and legal costs calculated on a solicitor/client basis.
4. The Registered Proprietor will only have liability hereunder while they are the registered proprietor of the Land.
5. The land covenants provided for herein shall remain in force until 15 years from the date of registration of this Easement Instrument.
6. *Dispute Resolution:*
 - 6.1 If a dispute in relation to any covenant arises between the parties who have a registered interest under these covenants:
 - (a) The party/parties initiating the dispute must provide full written particulars of the dispute to the other party/parties;
 - (b) The parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
 - (c) If the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - (i) The dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) The arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.