ANNEXURE SCHEDULE

1. **Purpose**

1.1 The intention of these Covenants is to establish and maintain an attractive, well designed and high quality residential development while providing for appropriate flexibility in the design and architecture of the Houses and other structures to allow for individual creativity within the Development.

1.2 These Covenants will expire on the date which is twenty years from the date of registration of these Covenants.

1.3 Where there is at any time more than one Owner of a Lot, these Covenants will be binding upon each and every Owner jointly and severally.

2. **Definitions**

2.1 In these Covenants, the following terms have the corresponding meanings provided below:

2.1.1 Headings are for ease of reference only and do not form part of any covenant nor affect the meaning of any covenant.

2.1.2 Words importing the singular include the plural and vice versa.

"Benefitting Lots"	means the Lots which receive the benefit of these Covenants as set out in Schedule A;
"Building"	comprises a Building as defined by the Building Act 2004 (or latest version) and includes a House;
"Concept Approval"	means the Concept Approval process set out in the Design Guide;
"Council"	means the Selwyn District Council;
"Covenants"	means the covenants contained within this document;
"Design Guide"	means the Design Guide to be followed in constructing Houses and associated works prepared by or on behalf of the Developer as updated from time to time;
"Design Approval"	means the Design Approval process set out in the Design Guide;

"Developer"	means Urban Estates Prebbleton Limited (NZBN: 9429048545907) and any successor party, organisation or entity nominated by it to deal with applications required for approvals by the Owner under any of these Covenants;
"Development"	means the development known as the Hamptons being carried out 174, 190 & 192 Hamptons Road, Prebbleton and nearby properties owned by the Developer including but not limited to residential subdivision (low, medium and high density), school or aged care development, the existing and future recreational facilities, Houses, open spaces, walkways, car parking and all other associated infrastructure of which the Lot forms part;
"District Plan"	means the District Plan issued by the Council, as amended from time to time;
"House"	means any residential dwelling house or Building, or part of a residential house or Building, which is intended to be used as a separate residence;
"Lodge any Submission"	means directly or indirectly, lodge or support in any way any objection or submission to any Planning Proposal and includes (without limitation) taking part in any planning hearing, or appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise;
"Lot"	means any Lot that is burdened by these Covenants;
"Owner"	means any registered owner of any Lot;
"Planning Proposal"	means includes (without limitation) any application for resource consent and/or plan change and/or variation of any nature under the relevant District Plan and/or proposed District Plan in respect of, or which affects the Development;
"Property"	means a Lot together with any House and Buildings situated on the Lot, and;

(a) unless the context otherwise requires, includes any part of such House which is subject to a party wall easement and all Buildings (if any) situated on such Lot; and

(b) in relation to any proprietor or occupier means the property owned or occupied by that proprietor or occupier (as the case may be);

"Show Home" means a House built on any Lot by a builder or a building company in accordance with these Covenants which is furnished and decorated for the purpose of being available for public inspection;

"Survey Plan" means any survey plan relating to future subdivision of DP 24822 (should the Development be carried out in stages).

3. **Building Covenants**

Developer Approval

3.1 Prior to submitting House plans and building consent applications to the Council (or other relevant territorial authority) for any necessary approvals or prior to starting construction of any Building, structure, or improvement, on the Lot, including any landscaping and/or internal fencing work, the Owner will obtain the written approval of the Developer of:

3.1.1 Concept Approval which may include the overall site plan, floor plans and 3D perspective renders;

and

3.1.2 Design Approval which may include changes to the Concept Approval, overall site plan, fully dimensioned floor plans, overall landscape plans, and 3D perspective renders;

and

3.1.3 detailed approval of any further subdivision of any Lot.

3.2 Owners agree to comply with the Design Guide in place from time to time prepared by or on behalf of the Developer which apply to their Lot including the approval process and payment of fees set out in the Design Guide. In the event of any conflict between the Developer approval process in these Covenants and the Design Guide, the Design Guide will prevail.

3.3 The Developer will be entitled to serve an injunction notice on the Owner to stop all work if the Owner starts any construction work without first having obtained the approval of the Developer under clause 3.1.

3.4 The Developer's right to grant or decline any request for approval under these Covenants is an unfettered right and 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 the Developer in respect of any decision that the Developer, or their assignee or delegate makes in respect of any approvals sought.

3.5 Any approval under clause 3.1 will be deemed to have been provided by the Developer where any House or other Building has been constructed on the Lot and occupied for a period of two years or more without the Developer objecting to the same and providing notice of that objection to the Owner.

3.6 The Developer and its designated representative(s) and/or builders, as approved by the Developer, may use residential Buildings as model homes, Show Homes or offices, provided such use is to further the primary purpose of construction and sale of Lots and Houses within the Development.

3.7 The Developer may at its discretion and in writing waive compliance of one or more of these restrictive Covenants, provided the Developer is satisfied that such waiver will not adversely affect the character of the Development. The Owner must retain copies of such waiver by the Developer of any of these Covenants. The Developer will not be liable because of any action it takes or fails to take in relation to this clause and any approval under these Covenants.

Construction and development

3.8 No Lot may be further subdivided unless otherwise agreed in writing by the Developer.

3.9 No more than one House may be constructed on each Lot.

3.10 No Owner will erect or permit to be erected or placed on any Lot any House greater than one storey.

3.11 No House or Building on any Lot may be occupied as a residence until:

3.11.1 the House is completed in accordance with these Covenants and the Design Guide (including completion of driveways, paths and external fencing); and

3.11.2 a Code Compliance Certificate has been issued by the Council on the basis that the Owner complies with clause 7.1 of these Covenants.

3.12 No Owner will occupy or permit to be occupied any temporary structure(s), caravans and/or vehicles placed on the Lot.

3.13 No re-locatable Houses may be brought onto any Lot, nor any other previously used House be transported or re-located on any Lot.

3.14 All Houses must be constructed on-site from new materials unless previously agreed in writing by the Developer.

3.15 All Buildings, including ancillary Buildings must not extend beyond a height limit of 6 metres above the finished ground level of the subdivision, to the highest point of the roof. Chimneys and flues may extend up to 1.0 metre above the specified height limit, unless otherwise agreed in writing with the Developer.

3.16 All Houses must include a double garage, unless otherwise agreed in writing with the Developer.

3.17 No House will be used as a Show Home unless the Owner has obtained the written approval of the Developer. The Developer will have sole discretion over the number of Houses in the Development to be used for Show Home purposes.

3.18 All Houses, garages or other Buildings must comply with the setback requirements set out in the Design Guide, unless otherwise agreed in writing by the Developer.

3.19 The Owner (and its contractors) will reinstate, replace and be responsible for all costs arising from damage to the landscaping, roads, footpaths, kerbing, berms, concrete or other structures arising directly or indirectly from any access or use of their Lot or Property.

3.20 The Owner will not reconstruct, alter, add to, renovate or refurbish any Building, structure or other improvement on the Property which results in such Building or structure no longer being of a standard commensurate with the exterior appearance and architectural standard of the properties in the Development or being in breach of these Covenants or the Design Guide.

3.21 The Owner will comply with all Council requirements relating to Building set-backs from any waterways.

Materials and Cladding

3.22 All colours, materials and cladding must comply with the Design Guide.

3.23 Any fire flues present as part of any House must match the House's roof colour and comply with the Design Guide.

3.24 Any roof pitch for a Houses and ancillary Buildings on any Lot must comply with the Design Guide and the planning provisions of the Council.

3.25 All garage doors on any Lot must be in accordance with the requirements set out in the Design Guide.

3.26 Wall cladding for all Houses on any Lot must be in accordance with the Design Guide.

3.27 Roofing material for all Houses on any Lot must be in accordance with the Design Guide.

3.28 Any downpipes and gutters present as part of any House must match the House's roof colour. There must be no plastic downpipes or guttering present on a House.

Construction Time

3.29 Any construction of the Buildings on the Lot must start within two (2) years from the date the Owner becomes the registered proprietor of any Lot.

3.30 Construction of the House on any Lot must be completed within twelve (12) months of the date on which construction of the House starts.

3.31 During construction of the House, all sites must be kept tidy and have full perimeter fencing in place at all times. The permitter fencing must be in place before construction starts. Temporary toilets and rubbish skips must be well secured and contained.

4. **Fencing**

4.1 An Owner must not erect or permit to be erected on the Lot any fence or boundary wall (or replacement) on the internal boundaries (being boundaries not fronting a road or right of way) of a height greater than 1.8m above the finished ground level or of materials other than new timber/colour steel panels.

4.2 All internal boundary fences will:

4.2.1 unless already constructed by the Developer, be constructed by the Owner in a form set out in the Design Guide, or such other form as agreed in writing by the Developer;

4.2.2 be stained, painted or finished in the manner approved by the Developer within two (2) months of the date that is the earlier of:

4.2.2.1 a Code Compliance Certificate is issued by the Council for the House on the Lot:

4.2.2.2 the House is occupied.

4.3 All fences fronting a road or right of way or shared access or a reserve will:

4.3.1 be constructed by the Owner in the form approved by the Developer;

4.3.2 be stained, painted or finished in the manner approved by the Developer within two (2) months of the date that is the earlier of:

4.3.2.1 a Code Compliance Certificate is issued by the Council for the House on the Lot; or

4.3.2.2 the House is occupied.

4.3.3 where the boundary is shared with a reserve of walkway fencing be limited to a single fence erected within 5 metres of any Council reserve that is at least 50% visually transparent where it exceeds 1 metre in height (which will be applied to the whole fence in its entirety).

4.4 An Owner will not ask the Developer to pay for or contribute towards the expense of construction or maintenance of any fence between the Lot and any adjoining land of the Developer provided however that this obligation will not enure for the benefit of any subsequent owner of the adjoining land.

4.5 Despite anything else in these Covenants all fences on the Lot must comply with Council bylaws. Where these Covenants or the Design Guide conflict with any Council bylaw and/or consent notice registered on the record of title to the Lot, the Council bylaw and/or the consent notice will prevail.

4.6 The Owner must not remove or relocate from the Lot any fence, tree or shrub constructed or installed by the Developer that is within three (3) metres of the road ("Landscape Area") without the prior written consent of the Developer.

4.7 If any planting within the Landscape Area becomes diseased, damaged or dies, the Owner will be responsible for replacing the planting at their cost. Any planting within the Landscape Area must comply with the planting controls in the Design Guide.

4.8 The Owner will be bound by a Fencing Covenant within the meaning of Section 2 of the Fencing Act 1978.

5. **Other Buildings and Structures**

5.1 One garden shed is permitted on each Lot, provided it is:

5.1.1 not visible from the road;

5.1.2 constructed from new materials and appropriately painted or prefinished, or if it is a factory built shed it is of a colour that will complement the House; and

5.1.3 2.4 metres or less in height, and $10m^2$ or less in an area such that it complies with the requirements of an "example building" in Schedule 1 of the Building Act 2004.

5.2 Electricity and gas meter boxes on the Lot must be located away from any road and flush mounted into the wall of the House and have a suitable cover keeping with the cladding of the House.

5.3 In accordance with the Design Guide, all service and utility areas, storage depots, refuse and recycling bin stores, clotheslines, play equipment, kennels approved by the Developer on the

Lot, must be appropriately screened from view of neighbouring Lots, access Lots, the road and parts of any recreational and reserve areas.

5.4 No inflammable, explosive or noxious materials are to be stored or used on any Lot or in any Building.

5.5 The Owner must not allow any offensive activity to be conducted or permitted to exist upon any Lot, or in any Building, nor will anything be done or permitted to exist on any Lot, or in any Building that may be or may become an annoyance or private or public nuisance. An annoyance or private or public nuisance includes loud sounds or noises or offensive smells.

5.6 The Owner must not use or permit the use of the Property for institutional residential purposes or as a hostel, lodge, boarding house or brothel. For the purposes of this clause "institutional residential purposes" includes but is not limited to the use of the Property for housing purposes by central or local government agencies or public or private health centre agencies, public or private care providers or public or private educational provider.

5.7 No Lot is to be sold, leased, transferred, assigned or otherwise disposed of to any Governmental agency or territorial authority for the purposes of public or institutional housing without the prior written approval of the Developer.

6. **Driveways and Parking**

6.1 All vehicle crossings and driveways must be in accordance with Council bylaws and be first approved by the Developer in writing. All Lots must have a driveway that is constructed as a permanent solid course from one of the following materials:

6.1.1 concrete with exposed aggregate finish; or

6.1.2 clay or concrete paving bricks or cobblestones; or

6.1.3 plain or colour tinted concrete provided the Owner has prior written approval from the Developer; and

6.1.4 in all respects a type approved in writing by the Developer provided that in the Developer's opinion it is not of lesser visual appeal and/or quality than materials approved above.

6.2 All vehicle crossings and driveways must be 4.8m wide from the point that the driveway comes off the roadway and 0.6m from side boundary to allow for landscaping.

6.3 All vehicle crossings to the Property will:

6.3.1 on the right side when exiting be located a minimum of two (2) metres; and

6.3.2 on the left side when exiting be located a minimum of three (3) metres,

from any tree or lamp post or structure located within the road reserve. The location of any trees or structures located within the road reserve or any such vehicle crossings must first be approved in writing by the Developer but they must comply in all respects with Council requirements.

6.4 Any boats, trailers, caravans, motor homes or similar objects on the Lot must not be parked or stored within reserves, open spaces, green corridors, road corridors, street parking bays or road verges. They must be parked or stored exclusively within the confines of their respective Lot. No boat, caravan, motor home or similar can be used for accommodation whilst on the Lot.

6.5 No vehicles are to be parked on the Lot, unless parked on the driveway or formed parking or manoeuvring area.

7. **Landscaping**

7.1 The Owner must ensure that all street fronting landscaping that is visible from any street frontage is completed, and any unpaved areas are properly grassed or landscaped within two (2) months of the date that is the earlier of the date on which:

7.1.1 a Code Compliance Certificate is issued by the Council for the House on the Lot; or

7.1.2 the House is occupied,

unless otherwise agreed in writing by the Developer.

7.2 The Owner must not allow the Lot to become littered, overgrown or unsightly and must keep the Lot in a neat and tidy condition, including but not limited to ensuring that:

7.2.1 grass is maintained so that is does not exceed a height of 100mm (including the berm area from the Lot to the roadway);

7.2.2 rubbish does not accumulate on the Lot;

7.2.3 noxious weeds (including gorse, blackberry or ragwort) to grow on the Lot; and

7.2.4 the Lot does not otherwise look untidy.

7.3 If in the Developer's opinion the Owner is at any time in breach of clauses 7.1 or 7.2, the Developer may cut the grass, remove the rubbish, or noxious weed, or undertake any other work reasonably required to make the Lot compliant. Any costs for this work may be levied against the Owner and the Owner must pay any such costs within two weeks of receiving an

invoice from the Developer. If the costs are not paid within the timeframe, the Owner must also pay 20% per annum interest on such costs until paid.

7.4 All landscaping (including sculptures and garden art and planting) on a Lot must comply with the requirements set out in the Design Guide.

7.5 The Owner must not allow any nuisance or unreasonable disturbance to be caused to any Owner or occupier of neighbouring Properties.

7.6 The Owner must not move, damage or remove any survey pegs or markers on the Property and in the event of any breach of this restriction, the Owner will, at their own cost, have such pegs or markers replaced by a registered surveyor.

7.7 The Owner will not allow, except when construction works are in progress, any trade equipment or materials, debris, rubbish or any vehicle of any unsightly nature to be brought onto or remain on the Property unless the same is adequately garaged or screened so it is not visible, or will not cause any offence to neighbouring properties and will preserve the amenity of the Development.

7.8 The Owner of Lot 338 will not carry out any maintenance or repair on the Development signage (which will be installed by the Developer), unless such maintenance or repair is the result of any action it takes or fails to take, then the Owner of Lot 338 will be responsible at its sole cost for such maintenance and repair. Otherwise, the Developer is responsible for any maintenance and repair of the Development signage.

7.9 The Owner of Lot 338 will not place, erect or permit to be placed or erected any structure or any plant to grow which will obscure the visibility of the Development signage.

7.10 The Owner of Lot 338 will allow the Developer access to Lot 338 for the purposes of carrying out any maintenance or repair as set out in these Covenants. The Developer is to give the Owner of Lot 338, 24 hours' notice of such intended access.

8. **Animals**

An Owner must not allow to be kept on the Lot animals other than household domestic pets (and the term "household domestic pets" does not include goats, sheep, horse, pigs, poultry and beehives).

9. **Signage**

An Owner must not erect, place or allow to be erected or placed, any sign or hoarding of a commercial nature on the Lot, excluding building or real estate related signs, or Show Home advertising approved in writing in advance by the Developer.

10. **General**

10.1 The Owner will not directly, nor at any time, encourage, fund or support any other person to:

10.1.1 object to or Lodge any Submission against any Planning Proposal; or

10.1.2 obtain an order, injunction or any other remedy or make any complaint against any contractor or any consultant which relates to the Development.

10.2 If requested by the Developer, the Owner will:

10.2.1 promptly give its unqualified written approval including any affected party approval under section 95E of the Resource Management Act 1991, to any application made to the Council for any Planning Proposal and will not withdraw that approval; and/or

10.2.2 Lodge any Submission in support of any Planning Proposal and will not withdraw that submission; and

10.2.3 sign all documents and do all things required by the Developer to meet its obligations under this clause.

10.3 The Developer will not be liable because of any action it takes or fails to take or for any default in any Building, structure or improvement erected on any of the properties in the Development or for any breach of these Covenants or otherwise and the Owners will indemnify and keep indemnified the Developer and its legal successors (other than successors in title after registration of a transfer from the Developer to a subsequent owner) from any costs, claims, suits, demands or liabilities arising out of or under these Covenants including breach of these Covenants.

10.4 If any of the restrictions contained in these Covenants are deemed to be unenforceable or void for any reason, then that particular provision will be deemed to be deleted from these Covenants, and the parties agree that the balance of the Covenants will be unaffected and enforceable.

10.5 The Owner acknowledges that different stages of the Development by the Developer may include covenants which differ from these Covenants.

11. **Breach**

11.1 The Owner for itself and its successors in title agrees with each of:

11.1.1 the Developer for the Benefiting Lots; and

11.1.2 the Developer (as Covenantee in gross)

that the Owner will at all times comply with all these Covenants and each of the Covenants will enure for the benefit of the Benefiting Lots and each and all of the Owners, and the Developer (as Covenantee in gross), provided that the Owner will be liable only for breaches of these Covenants which occur while the Owner is the registered proprietor of the Property or any part of the Property.

11.2 Acknowledging that the value of the Benefitting Lots may be affected by the standard of House erected on any Lot and by failure to comply with these Covenants, the Owner agrees for the Owner/s of the Benefitting Lots personally and their executors, administrators and assigns that should any Owner fail to comply with any of the Covenants contained in these clauses and without prejudice to any other liability the Owner may have to the Developer or any person, the Owner will:

11.2.1 immediately upon receipt of a written demand for payment from the Developer or the Developer's solicitor pay to the Developer as liquidated damages the sum of $200.00 per day for each day the default continues unremedied;

11.2.2 immediately undertake such remedial action as may be required by the Developer including but not limited to permanently removing or causing to be permanently removed from the Lot any House, Building or other structure so erected or repaired or other cause of any breach of these Covenants;

11.2.3 pay on demand the Developer's costs incurred in respect of the default and any enforcement or attempted enforcement of the Developer's rights such costs to include but not limited to legal costs on a solicitor client basis; and

11.2.4 pay interest at the rate of 20% on any money which may be demanded and not paid, such interest to accrue from the date of the demand until it is finally received by the Developer,

provided that:

11.2.5 except for those defaults notified to the Owner when it is a registered owner of the Lot, the Owner will only be liable while the Owner is a registered owner of the Lot.

11.2.6 If a default is completely and finally remedied within one month of notice in writing requiring the removal or remedy of such cause or default and the payment by the defaulting party of all reasonable legal costs and other expenses by the party enforcing these Covenants the sum payable under clause 11.2.1 will abate to $1.00 per day provided that this abatement will not apply in respect of any subsequent default of a similar nature; and

11.2.7 the right of the Developer to enforce these Covenants and by this clause will continue for five years from the date on which it ceases to be an Owner provided

however that the Developer is under no liability whatsoever to enforce these Covenants.

12. **Vesting of Roads and Reserves**

12.1 All Owners consent to the deposit of any Survey Plan which has the effect of vesting any land in any local authority, territorial authority or the Crown ("Land to Vest") or where land is to be transferred for utilities or road ("Land for Utilities"). The Owners agree that these Covenants will cease to apply in respect of the Land to Vest and any Land for Utilities upon the date of lodgement with Land Information New Zealand (or any such replacement entity) of the required documents to deposit the Survey Plan. The Owners agree that this clause will be deemed to be the consent of the Owner to the deposit of the Survey Plan (including under section 224(b)(i) Resource Management Act 1991 (or any like or similar provision in any variation, consolidation or replacement Act)) and for the removal of these Covenants from any Land for Utilities.

12.2 If it is determined by the Developer that additional written consent is required from the Owner to the deposit of a Survey Plan or the removal of covenants in this Instrument from any Land for Utilities under clause 12.1 then:

12.2.1 at the request of the Developer, the Owner will immediately give such written consent to the Developer; and

12.2.2 in addition to clause 12.1 and 12.2.1 the Owner irrevocably appoints the Developer or its successor in title as its attorney to sign any consent necessary in the required form to deposit any Survey Plan. No person dealing with the Owner as the attorney in this capacity need inquire if the Developer is validly exercising its powers as attorney under this clause 12.2.

13. **Disputes**

13.1 Should any dispute arise concerning any aspects of these Covenants that cannot be resolved by agreement between the parties involved, the Owners are bound to resolve the same by arbitration in accordance with the Arbitration Act 1996 ("the Act"), and the following provisions will apply:

13.1.1 There will be a single arbitrator who will be appointed by the President for the time being of the Canterbury branch of the New Zealand Law Society (or any successor organisation) as a sole arbitrator.

13.1.2 The arbitrator will determine all questions in issue between the parties including questions as to the scope of the dispute and as to procedure.

13.1.3 The arbitrator's award will be binding on all parties to the dispute.

13.1.4 Any party to a dispute may initiate arbitration in accordance with the provisions of the Act.