

## FAIRWAY VIEWS - PROTECTIVE COVENANTS

All Lots are part of a development which is intended to be established as a modern and well designed urban residential subdivision.

In the interest of all purchasers there shall be supervision and control as to the nature and type of construction in the subdivision.

In recognition of these objects Lots in the subdivision will be subject to registered covenants for the benefit of all other Lots described as follows.

The owner of any property ("the Lot") shall:

- a) Not allow work to commence for the erection of a house or other accessory buildings, fence or retaining walls on the Lot unless plans and specifications and all other details of construction, including materials and finish (as the Rowesdale Trustees in their absolute discretion may require), have first been submitted to and have received the written approval of the Rowesdale Trustees or their appointee. The Rowesdale Trustees may in its absolute discretion withhold such consent if they consider that the proposed plans, specifications and details of construction do not conform to the standard desirable for the subdivision and the purchaser shall not erect or permit to be erected any improvement on the Lot before obtaining Rowesdale Trustees approval in terms of this clause.
- b) Not shift onto the Lot any existing house which has been previously lived in.
- c) Not shift onto the Lot any prebuilt transportable or relocatable house.
- d) Not erect a house of a floor area less than 120 square metres exclusive of garage, carport, decking, roof overhangs and other accessory buildings.
- e) Not construct a house with less than a minimum of 75% of the non-glazed exterior cladding, consisting of the following materials:
  - i. Kiln fired or concrete brick;
  - ii. Solid plaster or texture plaster finish;
  - iii. Stone or timber;
  - iv. Pre-finished metal or vinyl weatherboard, or any other exterior cladding material for which the purchaser has first obtained Rowesdale Trustees consent in writing. Any exterior finish in the form of flat cladding, concrete block, poured concrete, or similar shall have the surface textured in solid plaster, as to fully cover the base material. Any accessory building shall be architecturally integrated with the design of the house, or as approved by Rowesdale Trustees or its appointee.
  - v. Lots 3-15 hardened glass must be used in all windows, skylights, ranch sliders, doors, on all dwelling facades facing the golf course.
- f) Not use any metal clad roof that has not been factory pre-painted.
- g) Complete any building on the Lot within 12 months of excavating for laying down the foundations for such building.
- h) Complete within 15 months of laying down foundations for any building all ancillary works, such as fencing and landscaping and complete in a proper and tradesman like manner. A driveway for vehicle access in a permanent continuous surfacing of concrete, concrete cobblestones, brick paving or tar sealing.
- i) Not allow construction of the house to be delayed so that substantial progress is not made for any period exceeding six months.
- j) So as to preserve the amenities of the neighbourhood:
  - i. Not bring onto or allow to remain on the Lot any vehicles, caravans, boats, trailers, camper vans or commercial vehicles unless garaged or screened off in a service area from the access lot adjacent to the Lot.
  - ii. Not construct any clothesline unless screened off so that is not highly visible from the access lot adjacent to the Lot.
- k) Not use the Lot for other than residential or accommodation purposes unless approved by Rowesdale Trustees.
- l) Not occupy or use the house as a residence until it has been substantially completed in accordance with the terms of these covenants and any appropriate Local Authority building consent issued in respect to building works on the Lot.
- m) The purchasers shall not erect:

- i. Solid fences or walls on the road front boundary of the Lot adjacent to the road.
  - ii. A boundary fence which exceeds 1m in height within three metres of the front boundary of the Lot adjacent to the road.
- n) Further to the obligation in m) the purchaser of Lot 15 shall not erect a boundary fence or hedge which exceeds 1.2m in height along the boundary of that lot and Lot 43 DP 521172 which is held with Lot 4 DPS 27322.
  - o) Keep and maintain the Lot and the adjacent access lot and/or Local Authority owned road frontage in a neat and tidy condition from possession date.
  - p) Not bring onto, raise, breed or keep animals or livestock on the Lot or in buildings except to keep a maximum of three animals limited to dogs or cats.
  - q) Not display more than one advertisement, sign or hoarding of a commercial nature measuring in excess of 900mm x 600mm on any part of the land or building.
  - r) Ensure that in any construction due allowance is made for adequate future drainage of all excess stormwater from the Lot, the Purchaser remaining responsible for any remedial action undertaken for any breach.
  - s) Not use the neighbouring or any other property for access, storage of materials or rubbish without that property owner's written permission.
  - t) Reinststate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the owner's use of the land directly or indirectly through the purchaser's actions or those of the purchaser's agent or invitees.
  - u) Pay for the construction and maintenance of any fence constructed on the boundary of any adjoining land owned by the Local Authority, Omokoroa Golf Club Incorporated or the Rowsdale Trustees and not to seek contribution from the Local Authority, Omokoroa Golf Club Incorporated or the Rowsdale Trustees for such construction and maintenance.
  - v) Not subdivide the Lot further or grant or create a right of way, easement or license over the Lot for the benefit of any adjoining lot.

#### **Further Covenants**

The purchasers of Lot 1-15 acknowledge that those lots border the Omokoroa Golf Club ("the Club").

Covenants shall be registered for the benefit of the Club land over:

- (i) The certificates of title for Lots 1-15 to record that owners of those lots shall not access the golf course from their property direct and shall instead only use Lot 42 or a public road to access the golf course.
- (ii) The certificates of title for Lots 3-15 to record that owners:
  - Shall not object to any lawful activity being carried out on the golf course and specifically shall not object to the use of the clubs land as a golf course.
  - Acknowledge that any mis-hit golf balls from Club members or lawful users of the golf course may cause damage to their respective properties or occupiers of the same.
  - When completing construction must ensure that structures are reasonably durable, given the use on the golf course and the impact of miss-hit golf balls from time to time.

#### **In respect of all covenants**

The owner shall, as regards the said covenants, be personally liable only in respect of breaches thereof which shall occur while they are owners of the Lot or any part thereof in respect of which any such breach shall occur (or is alleged to occur).

The covenants shall run with the land and shall be added to the title to each Lot by the vendor prior to the issue of title.

If any purchaser shall transfer, assign or otherwise dispose of an interest in the Lot prior to registration of the covenants then the purchaser shall make such transfer, assignment or disposition subject to these provisions and shall procure from the transferee or assignee a deed of covenant in favour of the vendor whereby such transferee or assignee undertakes to fulfil the purchaser's obligations in the covenants.