

# PARK LANE BY-LAWS

## 1. Introduction

- 1.1 These By-Laws are intended to ensure that construction is completed in a professional manner which maintains the standards of the development.
- 1.2 These By-Laws are in addition to and not in substitution for any legislation or local government rules, regulations or By-Laws.

## 2. Temporary Fencing

- 2.1 Prior to commencement of any work on a lot, the builder shall erect a temporary fence to any unfenced boundary including the road frontage and on completion of construction will remove any temporary fencing.

## 3. Frontage

- 3.1 No damage shall be caused to any kerb, grass berm, footpath, tree or shrub contained on the legal road adjoining the lot.
- 3.2 If any damage occurs at the frontage of the lot, the lot owners shall be responsible for the full cost including fees (if any) of rectifying the damage and shall immediately become responsible for the full cost as provided for in any invoice issued by the Vendor.
- 3.3 No tree or shrub shall be removed from the frontage of the lot without the prior written consent of the Vendor.

## 4. Access

- 4.1 All access to the lot shall be over the prescribed access driveway as detailed in the building consent issued by the Selwyn District Council ("the prescribed access").
- 4.2 If a kerb and crossing have not been installed at the prescribed access, then before commencing any work on the lot, the builder shall create a temporary crossing at the prescribed access in a manner that shall ensure a tidy crossing during construction. If a kerb and crossing have already been installed, then before commencing any work on the lot, the builder must protect the crossing by laying down a protective layer of sand followed by a layer of base course material to a thickness that will ensure no damage occurs to the crossing and footpath.

## 5. Site Sheds

- 5.1 All site sheds shall be placed within the boundaries of the lot and shall be freshly painted.

## 6. Loading, Unloading & Storage of Materials During Construction

- 6.1 All loading, unloading, delivery and storage of materials shall take place within the boundaries of the lot using the prescribed access.
- 6.2 No materials shall be unloaded onto the footpath or berm areas or onto any neighbouring lot.

## 7. Parking

- 7.1 All builders, contractors, tradesmen and delivery vehicles must be parked inside the boundaries of the lot or parallel parked on the road outside the lot.
- 7.2 There shall be no parking on the verges, berms or neighbouring lots.

## 8. Toilet Facilities

- 8.1 No toilets other than approved porta-loo style toilets shall be permitted on the lots.

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**9. Animals**

- 9.1 No animals of any kind may be brought onto the lot or within the confines of the development by any builders, contractor, sub contractor, or tradesman.

**10. Rubbish**

- 10.1 Appropriate rubbish skips shall be maintained within the boundaries of the lot for all site rubbish and shall be cleared at regular intervals.
- 10.2 At no time shall rubbish be permitted to blow outside of the lot or be permitted to cause an unsightly mess.
- 10.3 All rubbish skips must be covered at night to ensure that rubbish is not blown out by high winds.

**11. Signage**

- 11.1 No sign shall be erected without the prior written approval of the Vendor provided that:
- 11.1.1 A single building company sign may be erected along with the street number and/or lot number on the road frontage; and
- 11.1.2 A standard Health and Safety sign shall be erected on the lot.
- 11.2 All signs must be kept in good condition.

**12. Covenants**

- 12.1 The Covenants affecting the lot ("the Covenants") must be complied with at all times. In the event of any conflict between these By-Laws and the Covenants, the Covenants shall prevail.
- 12.2 No building may be commenced until and unless the plans (including the site plans), specifications, landscaping and fencing have first been approved by the Vendor. All building designs and plans submitted for approval shall show floor plans, elevations, specifications and building materials to be used, including colour schemes. Paths and driveways including proposed design, materials, colours and finish shall be submitted for approval at the same time.
- 12.3 Where fences are set back from a road boundary in compliance with the Covenants applicable to the lot, the Purchaser shall obtain the written approval of the Vendor in respect of the landscaping and planting of the area between the fence and the road berm prior to commencement of works.
- 12.4 All fences must comply with the Covenants.

**13. Remedial Right**

- 13.1 If there should be any breach or any non observance of any of these By-Laws, the Vendor may remedy the breach at the expense of the property owner and/or party infringing.
- 13.2 If any break or any non-observance of any of these By-Laws or Covenants, the Purchaser shall be liable for a penalty of \$100/day plus GST until such breach in non-compliance is remedied.

**14. Amendments**

- 14.1 The Vendor reserves the right to amend or add to these By-Laws from time to time.

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