



STAGE 5

FURTHER TERMS OF SALE

15.0 BUILDING COVENANT

15.1 The Purchaser or Transferee hereby agrees and covenants for the benefit of the current and future registered proprietors of all the lots described in the First Schedule hereto and to take effect from the date of signing of this Agreement and continuing until the First day of January 2030 after which date this covenant shall be of no further effect:

- (a) Not to erect or permit to be erected or placed on the land any dwelling (other than a new dwelling):
 - (i) on sections up to and including 699m² of net area that has a floor area of less than 150m² including garage(s);
 - (ii) on sections of 700m² or more of net area that has a floor area of less than 180m² including garage(s);
 - (iii) on sections of 900m² or more of net area if further subdivided and/or is used for more than one dwelling has a floor area of less than 140m² for each dwelling including garage(s).
 - (iv) with greater than two storeys on Lots 238, 241, 242, 253, 259 and 277 and which has a ground floor area of less than 60% of the total area of the dwelling exclusive of any garages which are independent from or not contained within the structure of the dwelling.
 - (v) with greater than one storey on all Lots except for those listed in Clause 15.1(a)iv above or where the transferee has obtained the written approval of all the adjoining registered proprietors at the Vendors Halswell on the Park Subdivision to the plans and specifications for the dwelling to be erected on the land.
- (b) Not to erect or permit to be erected or placed on the land any carport.

A free standing or independent garage can be erected on the land provided that similar exterior claddings and finishes are used for the independent garage as are used for the residential home and that it is of a design as to be architecturally in harmony with the dwelling.
- (c) Any fence shall be constructed using kiln fired or concrete brick, stucco textured finish, stone, brush, wooden or wrought iron. Any fencing along front or side boundaries within 3 metres of a road boundary shall not exceed 1.2 metre in height above finished ground level.
- (d) To construct any building with a minimum of 80% of the non glazed exterior cladding of the dwelling consisting of any of the following materials; kiln fired brick or concrete brick or plastered textured finish, stone, timber weatherboards or pre-finished metal weatherboard bonded to solid timber boards (ie Lockwood type construction). Any building with an exterior finish in the form of flat cladding, concrete or polystyrene block, poured concrete or similar shall have the surface textured in such a manner as to fully cover the base material. Factory prefinished weatherboards made of other materials (ie James Hardie Linea weatherboards) may be used but only with the prior written approval of the vendor as to finished colour, texture, profile and type of the weatherboards. Other buildings e.g. garden sheds pool sheds or similar must also comply with this covenant.
- (e) To use only such roofing materials that have a tile profile, or incorporate wood, fibre cement, glass fibre or slate products by way of roofing shingles, for all roofing other than flat roofs (refer to paragraph (h) below. Factory pre-finished metal roofing material (ie Colorsteel type or similar) may be used with the prior written approval of the Transferor as to colour and profile of the roofing material.

- (f) To complete any building within 9 months of laying down the foundations for such building and within 15 months of laying down the foundations to complete all ancillary work such as fencing and landscaping and further will within that 15 months construct in a proper and tradesmanlike manner a driveway or vehicle access in a permanent continuous surfacing concrete, concrete block, brick paving, tar sealing or similar.
- (g) Not to permit the land to be occupied or used as a residence unless the buildings on the property have been substantially completed including driveways and landscaping in accordance with this agreement and the buildings meet the requirements of the local authority.
- (h) To construct any residential home defined in this Covenant with:
 - (i) more than two hips or two gables in the roofline and
 - (ii) a shape other than a simple square or rectangle excluding breaks for back and front door entries. Flat roofed buildings are acceptable provided they meet all covenants except condition 15.1(e).
- (i) Not to place on the land any form of temporary accommodation (e.g. caravan etc) other than a builder's shed for the purpose of the builder's usual day to day use. Such shed is to be removed upon completion of the dwelling.
- (j) Not to use the land or permit the same to be used for any trading or commercial purposes without first obtaining the written consent of all the immediate adjoining registered proprietors of the lots which are contained within the Vendors Halswell on the Park Subdivision, other than an Office within the dwelling for the use of the residents of the property or as a show home.
- (k) A family flat as defined by the Christchurch City Council can be constructed in conjunction with a new residential dwelling provided that similar exterior claddings and finishes are used for the family flat as that used for the main residential dwelling, and it is architecturally integrated with and attached to the main dwelling.
- (l) A new letterbox shall be erected when the dwelling is erected and its design, colour and cladding shall be consistent with those of the dwelling and or fence or as approved by the Transferor.
- (m) To minimise any damage to footpaths and berms by nominating the position of any future driveways prior to the commencement of the construction to ensure that vehicular movement on the section is confined to that one particular driveway during the construction period, such driveway to be no more than 4 metres in width. The Purchaser shall be responsible for the repair of any damage caused by the Purchaser, or his employees or contractors, to the footpaths and berms at the Purchaser's expense.
- (n) Not to suffer any dog or other pet to be kept in or about the property which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision and in particular without otherwise limiting this restriction not to keep on or about the property any dog which in whole or part appears to be a Japanese Tosa, Dogo Argentino, Brazilian Fila or American Pit Bull type. The keeping of pigeons is expressly prohibited.
- (o) Not to erect or permit to be erected any Satellite Dish which exceeds 750mm in diameter. A Satellite Dish which exceeds 750mm in diameter may be erected on the property providing:
 - (i) The Satellite Dish is not visible from the road adjacent to the frontage of the property and,
 - (ii) The owner has first obtained the written consent of the registered proprietors of all the adjoining lots which are contained within the Vendor's "Halswell on the Park" Stage 5 subdivision.
- (p) Not to permit any berm on the road frontage of the property, or any grassed areas within the property, to remain in an untidy condition and not to allow grass, to grow to a height which exceeds 150mm.

- 15.2 AND IF there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the purchaser may have to any person having the benefit of this covenant the purchaser will upon written demand being made by the Vendor or any of the registered proprietors of the lots in the First Schedule:
- (a) Pay to the person making such demands as liquidated damages the sum of \$350.00 (Three Hundred and Fifty Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made;
 - (b) Remove or cause to be removed from the land any second hand or used dwelling, garage, carport, building or other structure erected or placed on the land in breach or non-observance of the foregoing covenants;
 - (c) Replace any building materials used or permitted to be used in breach or non-observance of the foregoing covenants.
- 15.3 There shall be inserted in the Memorandum of Transfer to the purchaser a Protective Covenant giving effect to the foregoing covenants in such form as the vendor considers appropriate and to run with the land PROVIDED HOWEVER that the vendors shall neither be required nor liable to enforce nor answerable to the purchaser for the breach of any covenants binding any of the lots.

FIRST SCHEDULE

Lots 236 to 260 inclusive on DP 371617
Lots 276 & 277 on DP 371617