

## ANNEXURE A

### OAK RIDGE LAND COVENANTS

The Grantee, when registered proprietor of the land formerly contained in Certificate of Title Identifier 680996 (“the Land”), subdivided the Land into residential lots in the manner shown and defined on DP [ TBI ] **AND WHEREAS** it is the Grantee’s intention to create for the benefit of the land in Certificates of Title [ TBI ] to [ TBI ] inclusive (“the Dominant Lots”) the land covenants set out in Schedule B over the land in Certificates of Title [ TBI ] to [ TBI ] inclusive (“the Servient Lots”) **TO THE INTENT** that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B and that the Developer and the owners for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lots.

**AND AS INCIDENT** to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the respective Dominant Lots the Grantor **HEREBY COVENANTS AND AGREES** in the manner set out in Schedule B hereto so that the covenants run with the Servient Lots for the benefit of the Developer and the respective Dominant Lots.

#### Schedule B

#### INTERPRETATION

1. In this Easement Instrument unless the content otherwise requires:

(i) **Definitions**

“**Building**” means a dwellinghouse;

“**Construct**” or “**Constructed**” or “**Construction**” includes to install, erect, relocate, repair, renovate, replace or place on the Lot or in any Building and also includes “Allow” to construct;

“**Corner Lot**” means any Lot having two street fronting boundaries;

“**Developer**” means Oak Ridge Developments Limited or its successors or nominated assigns;

“**Easement Instrument**” is the document in which the Land Covenants will be created;

“**Grantor**” means the owners for the time being of the Servient Lots;

“**Grantee**” means the owners for the time being of the Dominant Lots;

“**Land**” means all that land formerly contained in Certificate of Title Identifier 680996;

“**Land Covenants**” means the land and fencing covenants that are set out in this Easement Instrument;

“**Lot**” means any lot having the burden and/or the benefit of these Covenants as described above;

“**Oak Ridge Fencing Philosophy**” means the guide published by the Developer setting out the requirements for design, location and height of fencing in the subdivision;

“**Oak Ridge Subdivision**” or “**Subdivision**” means the proposed development of the including all of the residential Lots contained on DP [ ]

TBI ] and DP [ TBI ], and on any other land title plan deposited at Land Information New Zealand by Limited in respect of the Land and shall include any subsequent stages in the subdivision;

**“Plans and Specifications”** means the plans and specifications obtained by the Grantor for the Building, and include the landscaping and design plans for the Lot;

**“Primary Street Frontage”** means, in respect of a Corner Lot, the street facing boundary upon which a driveway has been or is to be constructed; and

**“Secondary Street Frontage”** means, in respect of a Corner Lot, the street facing boundary upon which no driveway has been or is to be constructed.

(ii) **Interpretation**

**Headings:** clause and other headings are for ease of reference only and shall not be deemed to form any part of the content or to affect the interpretation of the Easement Instrument;

**Defined Expressions:** expressions defined in the main body of this Easement Instrument bear the defined meaning in the whole of this Easement Instrument including the recitals;

**Plural and Singular:** words importing the singular number shall include the plural and vice versa;

**Negative Obligations:** any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.

(iii) **Approvals**

(a) All approvals or consents required by these Land Covenants shall be in writing from the Developer (or its appointed agent) and shall be:

- 1) obtained by the Grantor prior to any work being carried out on the Lot; and
- 2) given or refused in the sole, absolute and unfettered discretion of the Developer; and
- 3) subject to the Developer reserving its right to approve requests for one party without creating any form of precedent for another party. Further, the Developer may refuse an identical request from another party without having to give reasons.

(b) When the Developer exercises its discretion (as referred to in clause 1(iii)(a) above), it may also take into account its own assessment of the effects on any Lot or other land or Building, and the visual concept or integrated appearance of all or any Lots in the Subdivision.

(c) Without limiting its discretion, the Developer may refuse to approve the Plans and Specifications. In determining whether or not to approve the Plans and Specifications, the Developer will take into account:

- 1) whether, in its sole opinion, the Building will have a shade or other detrimental or negative effect on other Buildings or other Lots in the Subdivision;
- 2) the appearance of the proposed Building in relation to the appearance of other Buildings in the Oak Ridge Subdivision to the intent there should be a range of style, design and appearance of dwellings within the Subdivision consistent with

the measures with which the Waipa District Council requires compliance as conditions of its planning approval for the Subdivision to be recorded in consent notices lodged against the title to the Lot.

- (iv) The address of the Developer (or its agent) for approvals is the office for the time being of the Developer which at the date hereof is PO Box 443, Te Awamutu 3840.
2. Except for the covenants in favour of the Grantee as contained in clauses 3(v), 3(vi), 3(xviii) and 3(xix), the restrictive covenants shall only enure until the date **twenty (20) years** from the depositing of the plan of subdivision, at which time they shall be extinguished in their entirety and shall be of no further effect.

## OBJECTIVES

3. The Grantor acknowledges and agrees with the Grantee that each Lot in the Oak Ridge 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 for the protection of and in the interests of all Grantors in relation to the nature and type of construction to be permitted in the Subdivision and in recognition of these objects the Grantor for the Grantor's Lot and for the benefit of all other residential Lots comprised in the Subdivision **HEREBY COVENANTS AND AGREES** with the Developer and the Grantee as follows:
- (i) Not to proceed with the Construction of any Building on the Lot hereby sold without first obtaining the prior written approval of the Developer to the Plans and Specifications, and as required by the following provisions of this clause 1.
  - (ii) Not to Construct or allow to be Constructed any Building other than one new residential house and not to permit or allow the removal on to the property of any pre-built transportable or relocatable house or existing house which has been previously lived in.
  - (iii) Not to Construct or allow to be Constructed any Building from second hand materials, or which uses for its outer sheathing any corrugated iron flat fibrolite or flat asbestos cement, or which has colour schemes which are not subtle or in harmony with or otherwise do not enhance the visual amenity of the surrounding area.
  - (iv) Not to Construct or allow to be Constructed on Lots 1 to 3 or Lots 13 to 80, what is in the reasonable opinion of the Developer, a Building greater in height than one storey, without first receiving the written approval of the Developer.
  - (v) Not to Construct or allow to be Constructed on any Lot which is not a Corner Lot any Building which has a building setback of less than 4.0m from the front boundary without first receiving the written approval of the Developer.
  - (vi) Not to Construct or allow to be Constructed on any Corner Lot any Building which has a building setback of less than 4.0m from each of the Primary Street Frontage boundary and the Secondary Street Frontage boundary without first receiving the written approval of the Developer.
  - (vii) Not to Construct or allow to be Constructed on Lots 38, 46, 49, 57, 58, 62, 63, 67, 68, 74, 75 and 76 a Building of a floor area less than 165 square metres, and not to Construct or allow to be Constructed on Lots 1-37, 39-45, 47, 48,

50-56, 59-61, 64, 65, 66, 69-73, 77-80 a Building of a floor area less than 175 square metres. (The floor area measurement to be inclusive of closed in attached garages but exclusive of carports, decking, breezeways and roof overhang).

- (viii) Not to Construct or allow to be Constructed on any Lot a Building unless the Plans and Specifications and siting of the Building has been approved by the Developer, such approval to be at the sole discretion of the Developer.
- (ix) Not to Construct, or allow to be Constructed, on Lots 10 and 11 within the areas marked "F" and "G" a dwelling. Nothing in this covenant 3(ix) will prevent the Grantor from creating and maintaining paths, courtyards or fences within the areas marked "F" and "G" on the said Lots provided that such improvements do not exceed the height of one storey.
- (x) To Construct any Building with a minimum of 60% of the non-glazed exterior cladding of the Building consisting of any of the following materials: kiln fired or concrete brick, stucco textured finish, stone or timber, pre-finished metal construction, linear weatherboard or any other new exterior cladding material for which the Grantor has first obtained the Developer's written approval. Any Building with an exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured at the time of construction in such a manner as to fully cover the base material.
- (xi) Not to Construct or allow to be Constructed on any Lot any Building that does not include an attached fully enclosed garage, such garage to be Constructed and completed at the same time as the Construction and completion of the Building, and in the same materials as the Building.
- (xii) Not to use any metal clad roof that has not been factory pre-painted or any roofing material which will create a glare offensive to the owners of adjoining Lots.
- (xiii) Not to Construct or allow to be Constructed any more than one single family dwelling on the Lot nor subdivide the Lot further.
- (xiv) Not to Construct or allow to be Constructed any drive on any part of the said Lot which provides access to any other Lot or land adjoining the said Lot.
- (xv) To complete any Building within 9 months of commencement of laying down the foundations for such Building, and further, within that 9 month period, to Construct in a proper and tradesmanlike manner, a driveway, or vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving or sealing. Lawns are to be laid and landscaping undertaken immediately following completion of the Building taking into account the time of the year and weather conditions.
- (xvi) Once Construction has been substantially completed, not to bring on to or allow to remain on the Lot or any internal drive of the Oak Ridge Subdivision any temporary building, garden shed, caravan, trade vehicle or other equipment or materials or machinery unless garaged or screened from the drive and neighbouring Lots, so as to preserve the amenities of the neighbourhood and to prevent noise likely to cause offence to residents in the Subdivision. No recreational or commercial vehicles or trailers are to be regularly located on the street or footpath nor in front of the building line of the Building on the Lot.
- (xvii) Not to permit the Lot to be occupied or used as a residence unless the Building has been substantially completed in accordance with this Easement Instrument and any Local Authority building consent.

- (xviii) Not to display or permit to be displayed (and then only during the Construction of the Building on the Lot) more than one advertisement, sign or hoarding of a commercial nature measuring in excess of 900mm x 600mm on any part of the Lot or Building. In the event such advertisement, sign or hoarding is in excess of 900mm x 600mm, this must first be approved in writing by the Developer, and comply with any Local Authority ordinances.
- (xix) Not to carry out landscaping on the drive frontage of the Local Authority owned land except in accordance with the general overall landscaping plan prepared by the Developer or, with the prior written approval of the Developer.
- (xx) Not to bring onto, raise, breed or keep any animals or livestock on the Lot or Building except to keep a maximum of three (3) animals limited to dogs or cats, without first obtaining the prior written approval of the Developer.
- (xxi) To keep and maintain in a neat and tidy condition and prevent from becoming unsightly, the Lot and the Local Authority owned drive frontage of the Lot.
- (xxii) Not to Construct or allow to be Constructed on any Lot, any clothesline or letterbox except such clothesline or letterbox as may be aesthetically sensitive in terms of design and location, siting any clothesline in such a way as to not be highly visible from the street and siting any letterbox adjacent to but not in the drive reserve.
- (xxiii) To enhance the quality and appearance of attachments to the Building (including but not necessarily limited to television antenna, solar hot water panels and photovoltaic panels) and to Construct such attachments to be discreetly integrated with the Building so that they are not highly visible from the street, thoroughfare or adjacent Lots.
- (xxiv) To ensure that in any Construction, due allowance is made for adequate current and future drainage of all excess stormwater from the Lot, the Grantor remaining responsible for all costs, claims or demands for any remedial action undertaken for any breach hereof.
- (xxv) The use of adjacent or abutting land and footpaths including any Local Authority reserves for access and dumping of rubbish is strictly prohibited, provided, however, that the Grantor or the Grantor's agent or invitees may have access across any other Lot upon obtaining written approval from the Developer. The Grantor shall reinstate, replace or be responsible for all costs arising from damage to the landscape, driveways, footpaths, kerbs, concrete or other structures in the Oak Ridge Subdivision arising from the Grantor's use of the Lot or other land directly or indirectly through the Grantor's actions or those of the Grantor's agents or invitees.
- (xxvi) Not to erect or allow to be erected on the Lot any fence constructed of corrugated iron or post and wire, without first obtaining the written approval of the Developer to the design and construction of said fence, and not to erect any fence other than in accordance with the Oak Ridge Fencing Philosophy.
- (xxvii) With respect to Lots 13, 14, 28, 29, 67, 72, 73 and 80, to pay for erection and maintenance of a 1.5 metre high Stratco tubular "pool fence" which shall be satin black in colour and Flat Top in profile, such fence to be erected on the boundary of the affected Lot and any adjoining land owned by the Local Authority, and not to seek contribution from the Developer or the Local Authority for such erection or maintenance cost.
- (xxviii) Not to require the Developer to pay for or contribute towards the cost of erection or maintenance of any fence between any Lot in the Oak Ridge

Subdivision and any adjoining land owned by the Developer or a "Related Company" of the Developer (as that term is defined in section 2(3) of the Companies Act 1993), but this covenant shall not enure for the benefit of any purchaser of any Lot or such adjoining land or any part thereof.

- (xxix) Not to allow any vegetation within 1.5 metres of the boundary of the Lot to grow to a height exceeding 2.5 metres above natural ground level. If any vegetation exceeds this height within that area then a suitably qualified arborist may be commissioned at the expense of the Grantor to trim the vegetation so it complies with this restriction.
- (xxx) Not to permit or suffer to be upon the said Lot any caravan unless such caravan is currently registered, has a current warrant of fitness and wheels attached and arrangements approved by the Developer have been made for toilet or sullage disposal, and not to place or permit or suffer to be placed upon the said Lot any caravan for a period in excess of 6 weeks in any 3 month period.
- (xxxi) In respect of Lots 3 to 13, the Grantor agrees to allow the Developer access to the Lot to enable the Developer to Construct a concrete block or similar retaining wall along the front boundary of the Lot in accordance with the Developer's obligations in this covenant 3(xxx). To enable the Construction of such wall, prior to the commencement of Construction of a Building, the Grantor shall provide copies of the final building plans to the Developer. The Developer will consult with the Grantor as to the location and extent of the retaining wall, the specifications of which shall be solely determined by the Developer, such wall to be constructed by the Developer at its own cost.
- (xxxii) Not to allow any easement or "Easement Facility" (as defined by the Land Transfer Regulations 2002) to be agreed to, granted or registered on the Lot, without first obtaining the written approval of the Developer.
- (xxxiii) Not to directly or indirectly oppose any Resource Consent application, Environment Court application or Territorial Authority Building Consent application or the like made by the Developer in respect of any further development of land of which the Developer or a "Related Company" of the Developer (as that term is defined in section 2(3) of the Companies Act 1993) is the proprietor.
- (xxxiv) If there should be any breach or non-observance of any of the foregoing Land Covenants and without prejudice to any other liability which the Grantor may have to any person having the benefit of this covenant, the Grantor will upon written demand being made by the Developer or any of the registered proprietors of the Lots:
  - (a) Pay to the person making such demands as liquidated damages the sum of \$100.00 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 Lot any secondhand or used Building Constructed on the Lot in breach or non-observance of the foregoing Land Covenants.
  - (c) Replace any building materials used in breach or non-observance of the foregoing Land Covenants with new or not pre-used materials and change any colour schemes which do not comply with the foregoing Land Covenants.

- (xxxv) If the Grantor remedies the default within one month of receipt of a notice requiring default to be remedied then the Grantor shall not be liable for payment of the liquidated damages.

## ENFORCEMENT

4. The Grantor and Grantee agree that the Developer does not have nor shall have any legal responsibility or liability for the enforcement, enforceability, applicability or lack of action with respect to enforcement or applicability of any of these Land Covenants. In addition, apart from the exercise of its discretion with respect to consents, approvals or disapprovals of matters referred to in these Land Covenants, the Developer does not undertake to enforce or monitor compliance of these Land Covenants. The Grantor (being the registered proprietors of Lots within the Oak Ridge Subdivision) jointly and severally also agrees to keep the Developer indemnified, free and harmless from any claim, liability, loss or action arising against it or its agents in this regard.

## DISPUTE RESOLUTION

5. Except as relates to the exercise of any approval, discretion, opinion or consent requested of the Developer under these Land Covenants, and without prejudice to the enforcement provisions of this document (as contained in clause 4 above):
- (i) If any dispute arises between or among the parties concerning these Land Covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.
  - (ii) If the dispute is not resolved within **twenty (20) working days** from the date on which the parties begin their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.
  - (iii) If an arbitrator cannot be agreed upon within a further **ten (10) days**, then an independent arbitrator will be appointed by the President for the time being of the New Zealand Law Society.
  - (iv) Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its Amendments) or any enactment passed in its substitution.

## SEVERABILITY

6. If any part of these Land Covenants are held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of these Land Covenants, which shall remain in full force.