

Building Enhancement and Use Covenants – Mahurangi Ridge, Snells Beach

The Transferee for itself and its successors in title so as to bind all the Lots described in the First Schedule (“Covenanting Lots”) HEREBY COVENANTS AND AGREES with itself as Transferor for the benefit of all the other Lots set out beside each Covenanting Lot described in the First Schedule (“the Benefiting Lots”) and of each registered proprietor of the Benefiting Lots from time to time that the Transferee shall observe and perform all of the covenants set out in clause 3.2 until the 31st December 2050, at which time the covenants set out in clause 3.2 shall cease to apply.

The Transferee shall not:

- (i) commence any construction, development, earthworks or fill on any Covenanting Lot without having first obtained the written approval of the Transferor to the plans and specifications and the exterior design and appearance of the Transferee’s proposed building and any proposed earthworks or fill and once approval is obtained, make any change to the plans and specifications or the exterior design and appearance of the Transferee’s proposed building or proposed earthworks or fill.
As a guide houses should be designed so as to fit with the existing land contours so that limited earthworks (cutting or filling) is required. Which may necessitate part basement structures or house designs with basement garaging and which are sympathetic to and appropriate for the site.
- (ii) use or permit any Covenanting Lot to be used for:
 - a. any trading or commercial purpose other than that permitted by the local authority and which has the prior written consent of the Transferor which may be withheld at its absolute discretion or
 - b. display or showhomes except with the prior written consent of the Transferor which may be withheld at its absolute discretion or which may be granted subject to conditions imposed by the Transferor at its absolute discretion.
- (iii) allow the duration of any building construction works on any Covenanting Lot to extend beyond the period of 12 months from the date of commencement of such works.
- (iv) erect or place or permit to be erected or placed on any Covenanting Lot anything other than a single dwelling house having closed in habitable living space (exclusive of carport or garage) with a floor area of less than 120m² and which must also have attached, closed in double car garaging or such other garaging that is approved in writing by the Transferor at its discretion.
- (v) incorporate into the design of the single dwelling house any ancillary accommodation in the nature of a granny flat or a self-contained flat:
 - a. unless it is permitted by the local authority; and
 - b. without the prior written consent of the Transferor which may be withheld at its absolute discretion; and
 - c. unless it is confined within the overall roofline of the single dwelling house and does not give the external appearance of comprising a separate unitand the Transferee shall not subdivide any such ancillary accommodation into a separate title whether fee simple, unit title, crosslease or otherwise.
- (vi) Use or permit or suffer to be used on any building any Covenanting Lot any building material other than brick, stone, concrete block, insulclad, masonry, stucco, solid plaster, linea weatherboard or approved timber weatherboard for any outer wall facing except with the written consent of the Transferor which may be withheld at its discretion.
- (vii) use or permit or suffer to be used any second-hand materials in any building on the Covenanting Lot nor use any corrugated iron roofing or corrugated iron or zincalume of any description on the exterior of the building without in each case the consent in writing of the Transferor which may be withheld at its discretion.
- (viii) use or place or permit to be erected, transported or placed on any Covenanting Lot any second-hand home of any type or description.
- (ix) erect or permit or suffer to be erected or placed upon any Covenanting Lot any caravan, hut or shed for any kind of permanent or temporary use except relocatable builders sheds but only during the course of construction of a dwelling house provided that the Transferee may erect one garden shed having a maximum floor area of 6m² which is clad in materials approved by the Transferor and erected in a location approved by the Transferor which approvals may be withheld at the Transferor’s discretion.
- (x) erect or permit or suffer to be erected or placed upon any Covenanting Lot any building where the basement (including but not limited to basement garage) is not fully enclosed to the reasonable satisfaction of the Transferor.
- (xi) allow any grass or weeds on any Covenanting Lot to grow to a height greater than 150mm and if he defaults in so doing, the Transferor may take whatever action it considers necessary to remedy the default at the expense of the Transferee and if the Transferee fails to pay the Transferor upon demand for all costs so incurred the Transferor may recover the cost thereof from the Transferee as liquidated damages in any Court of competent jurisdiction.
- (xii) erect or permit to be erected on any Covenanting Lot any fence or boundary wall higher than 1.2 metres within:
 - a. five metres of any road boundary; or
 - b. the area between the exterior walls of the dwelling which are the closest to the road boundary (if they are less than five metres from the road boundary) and any road boundary.We can approve higher fence at our sole discretion.
- (xiii) permit any dwelling house on any Covenanting Lot to be occupied for more than six calendar months unless all driveways, paths and fences are completed in permanent materials and all unpaved areas are properly grassed or landscaped.

- (xiv) not allow the property to remain unlandscaped without lawns and shrubs for a period greater than six months following substantial completion or occupation of a dwelling house on the property. The Transferee will ensure that a minimum of 5% of the net site area is developed with landscaped gardens and that a minimum of 5 trees or shrubs of at least 2m in height are included within the landscaped areas.
- (xv) carry out any earthworks (either cutting or filling) in excess of 600mm height or depth within 1 metre of any adjoining lot boundary unless such works have been consented to in writing by the Transferor which may be withheld at its absolute discretion.
- (xvi) undertake any construction works on the Covenanting Lot without at all times complying with the following conditions and restrictions:
 - a. the Transferee shall keep the Covenanting Lot in a tidy orderly and safe condition throughout the construction period.
 - b. the Transferee shall maintain the Covenanting Lot at all times during the course of construction free from rubbish and excessive vegetation.
 - c. the Transferee shall not store or dump any construction materials or debris on any adjoining lot or cross any adjoining lot for goods or vehicle access unless consent has been granted by the Transferor in writing and the adjoining lot owner.
 - d. the Transferee shall not allow major site works to commence unless a vehicle crossing and access drive for construction vehicles has been formed in metal aggregate or an alternative material as the Transferor may approve at their discretion.
 - e. the Transferee shall not allow rubbish to be placed or escape onto adjoining or nearby lots or roads.
 - f. the Transferee shall not deposit or allow any dirt gravel clay or other substance to be left on any road in the vicinity of the covenanting Lot.
 - g. the Transferee shall contain on the lot any silt generated during the construction of the dwelling house.
- (xvii) construct erect or place any water storage tank on the Covenanting Lot unless it is either:
 - a. buried or
 - b. screened by fencing or planting to the satisfaction of the Transferor in its sole and unfettered discretion.
- (xviii) alter the fencing erected on top of any retaining wall located on Lots or replace any such fencing except with the same style of fence.
- (xix) erect any fence on the boundary of any recreation reserve (Lot) without first obtaining the approval of the Transferor to the style, height and design of fence to be erected which approval may be withheld at the unfettered discretion of the Transferor. As a guide fences exceeding 1.5 metres in height will not be permitted.
- (xx) erect or place or permit to be erected or placed on any covenanting lots any clothes line in the front yard of that covenanting lot or that is visible from the road. As a guide clothes lines or service courts should be adequately screened by sufficient planting and/or fencing to ensure they are not visible from other covenanting lots and public areas.
- (xxi) The final colour of the exterior cladding of those areas of the dwelling house primarily being the all street frontages is to be of subdued or non-vibrant colours unless otherwise approved in writing by the Transferor.

Access Lot

The Transferee for itself so as to bind all of the Lots described in the Second Schedule ("Covenanting Lots") covenants and agrees with itself as Transferor for the benefit of each of the lots set out beside each covenanting Lot described in the Second Schedule (in this clause 4 called "the Benefiting Lots") and each registered proprietor of the benefiting lots from time to time that the Transferee shall always observe and perform all of the covenants set out in clause 4.2 to the end and intent of the covenants shall forever enure for the benefit of the Benefiting lots.

The Transferee shall in respect of the access lot set beside each Covenanting Lot in the Second Schedule:

- (i) Use the access lot only as an access lot except for those areas on the access lot being parking bays and marked and identified as visitor car parks which may only be used for casual parking for visitors only and not for parking by any proprietor of a Covenanting Lot or any occupier of a Covenanting Lot.
- (ii) Not place any building or structure on the access lot.
- (iii) Not park or leave any vehicle or other thing on any part of the access lot so as to obstruct its use by any other person (iv) entitled to use the access lot, and shall not permit or suffer any servant, agent or visitor of the Transferee to do so.
- (iv) Bear the cost of maintaining the access lot in good order, repair and condition in equal shares in common with the registered proprietors who own an undivided share of the access lot provided that where the need to maintain or repair the access lot arise from any wilful or negligent act of a registered proprietor or authorised person of a registered proprietor then that registered proprietor shall bear the whole cost of such maintenance or repair.
- (v) Allow each of the proprietors of the access Lot and their respective workers to lay pipes, conduits, wires and cables under the surface of the access lot for the purpose of providing services to a lot adjoining the access lot provided that the proprietor of the lot having the benefit of the services installed shall be responsible for and bear the cost of installation, maintenance and repair of the services and the reinstatement of the access lot to its former condition.
- (vi) Not change the contour or levels of the access Lot without the prior written consent of the Transferor which consent may be arbitrarily withheld.

Fencing

The Transferor shall not be required nor shall it be called upon to repair or contribute towards the cost of erection of any dividing or boundary fence between any Lot and any contiguous land owned by the Transferor, but this proviso shall not endure for the benefit of any subsequent registered proprietor of such contiguous land.