

**DRAFT**  
**MARUA HEIGHTS STAGE 3**  
**Covenants**

- 1 In these covenants “the lot” or “lot” means each of Lots 10 to 20 inclusive on DP 392579.
- 2 The Grantor covenants with the Grantee –
  - 2.1 Not to erect or permit to be erected on the lot or transport or deliver to the property any dwellinghouse, carport, garage or other building or improvement without first obtaining the written approval of Upper Hutt Developments (No 8) Limited (“UHD”) (or UHD’s nominee) to the final building plans and specification (as intended to be submitted to the territorial authority for a building consent) including full details of all exterior colour schemes and finishes and details of fencing, driveways and front yard landscaping. The approval of UHD (or its nominee) will be entirely at the discretion of UHD (or its nominee) in all respects and must be in writing before building consent is applied for.
  - 2.2 On each lot to erect only (a) a new single unit dwellinghouse or (b) a new single unit dwellinghouse and an attached family flat shall be erected. A family flat means a self-contained dwelling unit having a floor area of not less than 55m<sup>2</sup> and of at least four habitable rooms for the use and occupation of family relatives or of elderly or infirm people.
  - 2.3 In respect of each lot, the dwellinghouse (excluding carports, garages, auxiliary buildings and, where appropriate, the family flat) shall have a minimum floor area of 150 square metres.
  - 2.4 Not without the written consent of UHD (or its nominee) to use or permit or suffer to be used in any building (including garages, carports and outbuildings) on the lot any galvanised iron, tin or aluminium roofing material or in respect of exterior walls any fibro planks (except for specific timber grained 150 mm wide planks) or fibrolite sheeting, flat hardiflex, plywood sheeting or synthetic boards (except where it is to be concrete or texture finish for architectural effect) or any other building material which in the opinion of UHD (or its nominee) detracts from the quality of the subdivision and the local housing standard. Synthetic boards may be consented to but at the sole discretion of UHD (or its nominee).
  - 2.5 To fully enclose all basement areas of the dwellinghouse erected on the lot.

- 2.6 That vehicle crossings and driveways will be completed to Upper Hutt City Council standards and specifications prior to occupation of the dwellinghouse erected on the lot.
- 2.7 Not to erect any fences or walls except in materials of wood, concrete, stone or brick.
- 2.8 Not to erect or permit to be erected on the lot any front fence or wall closer to the street frontage than the front building line of the dwellinghouse erected on the lot except a wall which forms part of the construction of a garage or carport.
- 2.9 Not to require UHD to pay or contribute towards the cost of erection or repair of any dividing or boundary fence between the lot and any adjoining land owned by UHD, but the benefit of this fencing covenant is personal to UHD and shall not enure to the benefit of anyone else.
- 2.10 Where self-supporting earth batter faces have been used, to plant out such areas in shrubs or grass within twelve months of occupation of the dwellinghouse erected on the lot.
- 2.11 Not place on any lot any relocated or transportable building or structure whether new, used or recycled **PROVIDED THAT** builder's sheds or such other buildings that are required during the course of the construction and erection of any dwellinghouse may be placed on the lot but must be removed on completion of construction.
- 2.12 Not allow any buildings or structures on the lot to become dilapidated or to fall into disrepair or allow any nuisance or disturbance to be caused to any owner or occupier of neighbouring lots.
- 2.13 Not to carry out on any lot any construction or reconstruction or alteration, addition or refurbishment to any dwellinghouse which results in the exterior appearance and architectural standards of the dwellinghouse not being in keeping with the exterior appearance and architectural standards of neighbouring dwellinghouses.
- 2.14 Not allow on any lot any activity which creates nuisance, disturbance or damage to any owner or occupier of neighbouring Lots.
- 2.15 Not to subdivide the lot or apply for a subdivision consent in respect of the lot provided that nothing in this clause will prohibit a boundary adjustment or boundary adjustments between two or more lots whereby no additional lot is created. In the event of such a boundary adjustment this covenant (including its proviso) will apply to the lot or lots the boundaries of which have been adjusted.

- 2.16 The covenant in paragraph 2.15 shall not apply to Lot 14 DP 392579 (Computer Register 371035) which may be subdivided into two lots. The covenants in this instrument shall apply to such two lots as if such two lots had been described as servient tenements in Schedule as in lieu of Lot 14 DP 392579.
- 2.17 Where construction of a multi-storey dwelling is proposed: (i) to satisfy UHD (or its nominee) before commencing construction of such dwellinghouse that such dwellinghouse will have little detrimental impact on neighbouring lots and, in particular, that vistas from upstairs windows do not generally overlook courtyards of neighbouring dwellinghouses; and (ii) to ensure that the exterior cladding of such dwellinghouse achieves harmony of design as a whole between each storey and that the cladding complies with the requirements of these covenants.
- 2.18 Not to permit or suffer any building in the course of construction to be left without substantial work being carried out for a period of three months, construction of any such building to be completed within twelve months of the commencement of work.
- 2.19 Not to permit or suffer the lot to be occupied or used as a residence either by the erection of temporary structures or the placing thereon of vehicles used for human habitation and not to permit the lot to be used as a residence until any dwellinghouse under construction has been substantially completed in accordance with the requirements of the Upper Hutt City Council.
- 2.20 **Maintenance**
- 2.20.1 Subject to clause 2.20.2, to at all times keep the lot in a neat and tidy condition and in particular will not permit or suffer any rubbish to accumulate upon the lot nor permit any excessive growth of grass so that the same exceeds 100 mm in height or otherwise become unsightly.
- 2.20.2 Except when building operations are in progress not to allow or suffer to be brought onto or remain on the lot any trade vehicle, trade equipment or materials, debris, rubbish or vehicle of an unsightly nature unless the same is adequately garaged or screened to prevent offence to any adjoining lots and to preserve the amenities of the neighbourhood.
- 2.20.3 To maintain any road berm adjacent to the lot in a neat and tidy condition, no grass to exceed 100 mm in length.

3. These covenants bind the Grantor and the successors in title of the Grantor and enure to the benefit of the Grantee and (except to the extent stated in clause 2.9) the successors in title of the Grantee.