

DRAFT
MARUA HEIGHTS STAGE 4
Covenants

- 1.0 The Purchaser acknowledges that the Vendor desires that the buildings and associated improvements to be constructed in the subdivision of which the property forms part are to be of a quality and standard of a modern and well-designed subdivision and the Purchaser for himself and his successors in title hereby covenants with the Vendor for and on behalf of the Vendor and its successors in title and the registered proprietors for the time being all of the Lots shown on the annexed plan of subdivision and to take effect from the date of the signing of this Agreement as follows:
 - 1.1 The Purchaser will not at any time erect or permit to be erected on the property or transport or deliver to the property any dwellinghouse, carport, garage or other building or improvement without first obtaining the written approval of the Vendor 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 Vendor's approval will be entirely at the Vendor's discretion in all respects and must be in writing before building consent is applied for.
 - 1.2 On all lots 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 of not more than 55m² and of at least four habitable rooms for the use and occupation of family relatives or of elderly or infirm people.
 - 1.3 In respect of all Lots except Lot 14, the dwelling house (excluding carports, garages, auxiliary buildings, and where appropriate, the family flat) when erected shall have a minimum floor area of 150 square metres. In respect of lot 14 the provisions of clause 1.15 will apply.
 - 1.4 The Purchaser shall not, without the written consent of the Vendor use or permit or suffer to be used in any building (including garages, carports and outbuildings) on the property 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 (except where it is to be concrete or texture finish for architectural effect) or any other building material which in the opinion of the Vendor detracts from the quality of the subdivision and the local housing standard. Synthetic boards may be considered subject to Vendor's approval which is to be at the sole discretion of the Vendor in all respects.

- 1.5 All basement areas are to be fully enclosed.
- 1.6 Vehicle crossings and driveways must be to Upper Hutt City Council standards and specifications prior to occupation.
- 1.7 Where self supporting earth batter faces have been used then these areas shall be planted out in shrubs or grassed within 12 months of occupation.
- 1.8 No fences or walls will be erected or at any time hereafter be permitted to be erected on any lot except in materials of wood, concrete, stone or brick.
- 1.9 The Purchaser shall not require the Vendor to repair or contribute towards the cost of erection or repair of any dividing or boundary fence between the property and any adjoining land owned by the Vendor, but the benefit of this fencing covenant shall not enure to any transferee of such adjoining land.
- 1.10 The Purchaser shall not place on any of the Lots 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 residence may be placed on the relevant lot but must be removed on completion of construction.
- 1.11 The Purchaser shall 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.
- 1.12 The Purchaser shall not carry out on any of the Lots 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.
- 1.13 The Purchaser shall not allow on any of the Lots any activity which creates nuisance, disturbance or damage to any owner or occupier of neighbouring Lots.
- 1.14 Where the Purchaser proposes to construct a multi-storey residence on any Lot then the Purchaser must before commencing construction of such multi-storey residence first demonstrate to the Vendor's satisfaction that the multi-storey residence will have little detrimental impact on neighbouring residences and that in particular vistas from upstairs windows do not generally overlook the outdoor courtyards of neighbouring residences and the Purchaser shall also ensure that the exterior cladding achieves harmony of design as a whole between each storey and that otherwise the cladding complies with the requirements of these Covenants.

- 1.15 Except in the case of Lot14, the purchaser shall not subdivide the lot or apply for a subdivision consent in respect of the lot. In the case of Lot 14, subdivision is permitted but so that the total number of lots (“the smaller lots”) subdivided shall not exceed three. The covenants set out herein shall apply to each of the smaller lots but the dwellinghouse to be erected on each smaller lot shall have (excluding carports, garages, auxillary buildings and where appropriate, the family flat) a minimum floor area of 120m².
- 1.16 The Purchaser will not permit or suffer any building in the course of construction to be left without substantial work being carried out for a period exceeding three months and construction of any such building will be completed within 12 months of the commencement of work.
- 1.17 The Purchaser will not 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 nor will any dwellinghouse erected on the Lot be occupied until substantially completed in accordance with the requirements of the Territorial Authority.

2.0 **Maintenance of the Property**

- 2.1 Subject to clause 2.2 the Purchaser will 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.
- 2.2 Except when building operations are in progress the Purchaser shall not allow or suffer to be brought onto or remain on the Lot any trade vehicle, trade equipment or materials, debris, rubbish or vehicle of any 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.
- 2.3 The Purchaser will maintain any road berm adjacent to the Lot in a neat and tidy condition, no grass to exceed 100 mm in length.