

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

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**ANNEXURE SCHEDULE 2
GRANGE ENTERPRISES LIMITED RESTRICTIVE COVENANTS**

THE COVENANTS CREATED ARE AS FOLLOWS:

1. PURPOSE

1.1 The purpose of these covenants is to protect the market and aesthetic value of the Dominant Lots, the privacy, peace and security of the occupants of the Dominant Lots, and the quality of the environment touching and concerning the Dominant Lots for the benefit of the Dominant Lots.

2. DEFINITIONS

In the following covenants:

(a) Headings are for ease of reference only and do not form part of any covenant nor affect the construction of any covenant.

(b) Words importing the singular include the plural and vice versa.

"Building" comprises a building as defined by the Building Act 2004.

"Dwellinghouse" means and includes a residential dwelling house, or family residence.

"Landscape Feature" means any visible structural or landscape design or enhancement feature or utility to be provided on any Lot.

"Lot" means any Lot that is subject to these covenants.

"Lot Owner" means the owner of any Lot.

3. GOVENANTS

Building Construction and Lot Development

3.1 No more than one dwellinghouse to be used as a single family residence may be constructed on any Lot erected and occupied primarily as a residence which is to be erected and occupied by the Lot Owner as soon as may be practical.

3.2 All Buildings to be used as a dwellinghouse must have a ground floor area of not less than 225 m2 (inclusive of any garage under the same roof structure).

3.3 No relocatable Buildings may be brought on to any Lot nor any other previously used Building be transported to and be relocated or re erected on any Lot.

3.4 All Buildings must be constructed on-site from new or high quality recycled materials.

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3.5 Exterior cladding for all Buildings on any Lot (except for the cladding of soffits or gable ends) shall be of the following materials:

- (a) Brick, or
- (b) Natural stone, or
- (c) River rock, or
- (d) Textured plaster over brick, or polystyrene or other suitable sub-base for plaster, or
- (e) Stained or painted timber weather-board, wooden shingles, timber board & batten (provided that the weatherboard shall not be greater than 40% of the total exterior cladding), or
- (f) Surface coated concrete block, or
- (g) Solid plaster or glazing.

3.6 The location of the dwellinghouse and building plans with regard to the ground floor area and exterior materials are to be approved by Grange Enterprises Limited or its agent, prior to building commencing.

3.7 All roofing material on any Building shall be either:

- (a) Tiles, (including clay, ceramic, concrete, decramastic, pre-coated or pressed steel), or
- (b) Steel (comprising pre-painted, long-run pressed or rolled steel), or
- (c) Shingles, or
- (d) Slate, or
- (e) Membrane roofing.

3.8 No reflective or visually obtrusive roof, wall or joinery materials, colours or mirror glass may be used for any Building.

3.9 No Buildings shall be erected on any Lot using concrete or treated wooden piles without providing a solid and durable skirting board or other enclosure around the exterior of the Building(s) from ground height to the underside of the wall cladding.

3.10 No garages or subsidiary Buildings shall be erected on any Lot except in conjunction with or following construction of the dwellinghouse and all such Buildings shall be constructed with permanent materials comprising timber, stone or other permanent materials in character with the dwellinghouse on each Lot.

3.11 All construction works required to complete a dwelling on any Lot including any required painting or staining of exterior surfaces shall be completed within a period of 15 months from the date of commencement of construction work, and earthworks and landscaping works associated with such development (including lawns, drives, paths and fencing) similarly shall be completed within 3 months of Building completion.

3.12 No Building on any Lot may be occupied as a residence in any way until:

- (a) The Code Compliance Certificate(s) has been issued by either the Selwyn District Council or an approved Building Certifier; and
- (b) The Buildings have been completed in accordance with all the terms of these Covenants; and
- (c) All exterior work, decoration and final interior window coverings are completely installed; and
- (d) All driveways, paths, fences and other Landscape Features are completed in accordance with these Covenants; and
- (e) All unpaved areas viewable from the street are properly grassed or/and landscaped according to the approved plans; and
- (f) Landscaping between House Building and road frontage has been completed.

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- 3.13 Air conditioning or heat pump units must not be set into or protrude from the Building(s). Any external air conditioning units must be properly screened and noise proofed to ensure they are not a nuisance to neighbours.
- 3.14 Driveways, driveway crossings and entranceway locations and plans and specifications must be approved by the Selwyn District Council prior to construction.
- 3.15 No use may be made of adjacent land, footpaths or recreation areas abutting any Lot for access or for dumping of rubbish and/or placement of building materials. Lot Owners shall reinstate, replace and be responsible for all costs arising from damage to the landscaping, roads, footpaths, kerbing, berms, concrete or other structures arising directly or indirectly from any access or use by the Lot Owner (including their contractors). Prior to the commencement of construction of any Building on any Lot the Lot Owner shall construct a suitable ramp across the berm and footpath to protect these areas from damage by vehicular traffic accessing the Lot during Construction works.
- 3.16 No Building shall be erected, altered, placed or permitted to remain on any Lot other than Buildings designed for residential use and associated garage(s) and outbuildings.

Landscape Features

- 3.17 Clotheslines and Letterboxes must be unobtrusive and of good quality in terms of design and location. The positioning of any clotheslines shall be on the rear of the house with appropriate screening to ensure it will not be highly visible from the street. The positioning of any letterbox shall be adjacent to but not on the road reserve.

Building & Lot Maintenance

- 3.18 No Lot Owner shall display or permit to be displayed on any Lot or Building any advertisement, sign or hoarding (except for compulsory statutory signage, real estate signage pending sale and builder's signage during construction and pending sale). All such signage (including its construction and location) must comply with Selwyn District Council requirements.
- 3.19 No livestock, poultry, reptiles or animals of any kind or size shall be raised, bred or kept on any Lot or in any Building; provided however that up to two dogs, two cats or other common domesticated household pets that are not dangerous or annoying may be raised and kept, provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the owner's Lot and if a dog it shall not be allowed off the owner's Lot except under controlled supervision. Any dog which in whole or in part, resembles any of the pit bull terrier, the Japanese tosa, the dogo Argentino or the fila brasileiro breeds and any other potentially aggressive or noisy breed of animal is expressly prohibited. No permitted pet shall be allowed to make noise in a manner or of such volume as to any or disturb other Lot Owners. Any Lot Owner who allows or keeps a pet on their Lot is responsible for any loss or liability of any kind arising from the keeping of such pet.
- 3.20 Lots must otherwise be kept and maintained in a neat and tidy condition at all times, including the grounds, lawns, gardens and the Local Authority owned road frontage to each of the Servient Lots. Grass and other ground cover must not exceed a height of 150 mm.

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3.21 Lot Owners must not alter the original subdivision contour and levels of the Lots without prior approval from Grange Enterprises Limited.

Fencing Provisions

3.22 The Lot Owner shall be bound by a Fencing Covenant within the meaning of section 2 of the Fencing Act 1978 in that Grange Enterprises Limited shall not be liable to pay for or contribute towards the cost of the maintenance of any fence between any Lot and any adjoining land owned by Grange Enterprises Limited.

3.23 A Lot Owner who takes title to a Lot having a boundary fence already constructed on a Lot boundary which has been paid for in full by an adjoining Lot Owner(s) shall be liable to reimburse each such Lot Owner for one half of the actual cost of that boundary fence (if not already reimbursed by any other party).

3.24 All fences on the side and rear Lot boundaries shall be constructed and maintained and

(a) Any fences erected across any Lot facing the street or right of way, must be approved by Grange Enterprises Limited.

(b) Side fences are to be 600 mm within 3 metres of the front boundary with a 45 degree graduation thereafter of up to 1.20 metres to the front edge of the dwellinghouse. All fencing thereafter shall be of a maximum height of 1.80 metres.

(c) Must be contiguous with neighbouring fencing.

(d) Fences are not to be constructed of cement board sheets or panels, posts and wire, plasterboard and galvanised iron of any profile or finish.

(e) Each Lot Owner shall have the option of planting a live hedge.

Land Use Restrictions

3.25 No Lot shall be used for any form of temporary residential purposes either by the construction of temporary Buildings or by the placement of caravans, modular homes, mobile homes, motor homes, house trailers, buses, tractors, huts, tents and/or vehicles able to be used for human habitation except for a builder's shed at the commencement of and for the duration of construction, of any dwellinghouse being erected on the Lot.

3.26 Lot Owners must not use any Lot for any purpose other than for residential occupation (which includes a subordinate home office or home occupation use).

3.27 No Building or Lot may be used for any retail activity.

3.28 No inflammable (with the exception of gas bottles), explosive or noxious materials are to be stored or used on any Lot or in any Building. ~~The Lot Owner must not allow any offensive activity to be conducted or~~ permitted to exist upon any Lot, or in any Building, nor shall anything be done or permitted to exist on any Lot or in any Building that may be or may become an annoyance or private or public nuisance. An annoyance or private or public nuisance includes loud sounds or noises or offensive smells.

3.29 No Lot, driveway or common area shall be used for the purpose of long term vehicle parking, repair or maintenance. No unregistered, non licensed or expired license or inoperable vehicles of any kind shall be permitted to remain on any Lot (unless parked inside the garage).

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- 3.30 No recreational or commercial vehicles boats or trailers are to be regularly located on the road or in front of the Building line of the dwellinghouse constructed or to be constructed on the Lot.
- 3.31 No Lot may be further subdivided nor shall any further easements be agreed to, granted or registered on any Lot, including rights of way.

Enforcement

- 3.32 Grange Enterprises Limited may enforce these covenants in the same manner as a Lot Owner and in particular where a Lot Owner does not comply with any covenant may request such owner in writing to remedy such non compliance within a specified time (not to be less than 14 days from the date of such request) and is in default of such non compliance being remedied within such period Grange Enterprises Limited may employ a suitable qualified or experienced person to enter such Lot and carry out work necessary to achieve compliance with the covenant(s) involved and may recover as a debt due from the defaulting Lot Owner all costs incurred by Grange Enterprises Limited in such remedial work.
- 3.33 Grange Enterprises Limited will use its best endeavours to ensure observance of these covenants but shall not have any legal responsibility or liability for any lack of enforcement or enforceability or application of any of these Covenants. The Lot Owners agree to keep Grange Enterprises Limited fully indemnified from any claim, liability, loss or action arising against it or its agents in respect of these covenants having regard to their intent to provide for the interests of Lot Owners inter se and their individual obligations of observance and rights of enforcement of the covenants.

4. HEDGES

- 4.1 Owners of Lots 1, 2, 3, 30, 31, and 32 of the proposed subdivision shall be responsibility for maintaining the existing hedge on the eastern side of the Lots fronting Birchs Road. It is a requirement that hedges be maintained as far as practical to their present state.

5. SHOW HOMES

- 5.1 No show home shall be constructed on the property.

6. NATURAL STORM WATER DIVERSION

- 6.1 The owners of Lots 16, 17, 18, 19, 20, 21 and 22 shall not have any planting within one metre either side of the centre line of the storm water swale. The area is to be laid in grass and the respective owners shall be responsible for mowing their grassed area.

7. PENALTY PROVISION

- 7.1 Should the landowner fail to comply with or complete the Special Conditions and/or Covenant contained herein the landowner shall without prejudice to any of Grange Enterprises Limited's rights or remedies, pay to Grange Enterprises Limited through liquidated damages the sum of \$20,000 (plus GST) payable by the

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landowner to Grange Enterprises Limited upon receipt of a written demand for payment from Grange Enterprises Limited or Grange Enterprises Limited's solicitor.

7.2 Grange Enterprises Limited's costs of remedying any of the landowner's defaults under the preceding clause shall be recoverable from the landowner upon demand.

7.3 The landowner shall remove or cause to be removed from the property any building structure or improvement so erected or completed in breach or non observance of the covenants contained herein.

7.4 Grange Enterprises Limited shall not be required or obliged to enforce all or any of the covenants, stipulations and restrictions contained in the preceding clauses nor be liable to the landowner for any breach thereof by any of the registered proprietors from time to time of other Lots which comprise the subdivision.

7.5 The landowner covenants that the landowner will at all times save harmless and keep indemnified Grange Enterprises Limited from all proceedings, costs, claims and demands in respect of breaches by the landowner of any of the stipulations, restrictions and covenants contained in the preceding clauses.

8 DISPUTE RESOLUTION

8.1 Should any dispute arise concerning any aspects of these covenants that cannot be resolved by agreement between the parties involved the Lot Owners are bound to resolve the same by arbitration in accordance with the Arbitration Act 1996 ("the Act") and the following provisions shall apply:

(a) There shall be a single arbitrator who shall be appointed by the President for the time being of the Canterbury District Law Society (or any successor organisation) as a sole arbitrator.

(b) The arbitrator shall determine all questions in issue between the parties including questions as to the scope of the dispute and as to procedure.

(c) The arbitrator's award shall be binding on all parties to the dispute.

(d) Any party to a dispute may initiate arbitration in accordance with the provisions of the Act.

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