

Lake Hood Covenants

RESTRICTIVE COVENANTS - STAGE 4

Restrictive Covenants

A. THE Grantor for a period of 21 years from June 2004 shall not:

1. Subdivide any of the allotments on the plan of subdivision. For the purposes of this clause "subdivide" shall have the meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991 **PROVIDED HOWEVER** that any boundary adjustment that does not create a separate building site shall not be in breach of this condition.
2. Use or permit to be used the within described land for any trading or commercial purpose, otherwise than as may be agreed in writing by the Grantee.
3. Erect or permit to be erected upon any of the allotments:-
 - (i) More than one dwelling and one associated outbuilding unless the Grantee's approval in writing is first obtained. A dwelling with an internal ground floor area of less than 120m² excluding any garaging or outbuildings. Any dwelling shall be built on site from an individual design.
 - (ii) Any building on the land of the kitset, 'A' frame or prefabricated style or form of manufacture.
 - (iii) Any building on the land with an external wall cladding, of greater than 20%
 - (a) of James Hardie Weatherboard, (but excluding that Company's "Linea" or subsequent products) smooth type or similar smooth product or any plank wider than 180mm; or
 - (b) of corrugated iron, Coloursteel or other metallic cladding whether or not they shall be unpainted or painted and/or coated during or subsequent to manufacture. [By way of explanation, the wall cladding of the dwelling and outbuilding are to have a consistent quality and may be brick, stone, or plaster (whether cement or coating over polystyrene block or sheathing)].
 - (iv) Any pre-used building on the land.
 - (vi) A building on the land with roof cladding of corrugated iron whether unpainted or painted **PROVIDED THAT** Decramastic and Coloursteel (other than corrugated iron) products or products of similar construction precoated in the manufacturing process shall not be in breach of this restriction.



- (vii) A building or other structure with an exterior cladding comprising second hand building materials (excluding recycled bricks) unless prior written approval from the Grantee is obtained.
 - (viii) Any garage outbuilding or fence except in permanent materials to be agreed by the Grantee.
 - (ix) Any building within 4 metres of a front, waterway or lakeside boundary.
 - (x) Any boundary fence or fence within the section built of galvanized iron, polite, cement board panels. No fence or live hedge shall exceed 2 metres in height; and no fence within the front yard, adjacent to a waterway or boundary fence in front of dwellings within 3 metres from the road or waterway frontage boundary shall exceed 1.2 metres in height.
 - (xi) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive in terms of design and location, and any garden shed or clothesline shall be sited in such a way as not to be visible from the street.
4. Live on site in temporary accommodation on the land whilst the principal dwelling is in the course of construction.
 5. Construct any road or right of way on any part of the said land, which provides access to any other land adjoining the Grantee's land without the prior approval of the Grantee.
 6. Permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath or in front of the building line of the dwelling on the land.
 7. Permit or suffer to be upon the land any hoardings, caravans, derelict vehicles, huts or sheds used as dwellings or temporary dwellings.
 8. Carry out landscaping on the road frontage of the Local Authority owned land except in accordance with the general overall landscaping of the road reserve by the Grantee, or without prior written approval by the Grantee. The Grantor shall use his best endeavours to water and maintain any plantings and frontages to the standard reasonably required by the Grantee.





- 9. Bring on to, raise, breed or keep any animals or livestock on the land or in the buildings on the land except to keep a maximum of two family domestic animals limited to dogs or cats unless prior written approval is given by the Grantee.
 - 10. Allow any animal (including dogs and other domestic pets) to be kept in or about the lot and buildings thereon which is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the Transferee shall not keep on the lot or in any on site building or structure any dog which in whole or part resembles the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds.
 - 11. Use or permit the use of any lot for institutional residential purposes. For the purposes of this clause "institutional residential purposes" shall include but not be limited to the use of the property for housing purposes by central or local government agencies or public or private health sector agencies.
 - 12. Use adjacent or abutting land and footpaths for access or dumping of rubbish.
 - 13. Withhold consent unreasonably to any application for planning approval for any commercial or other activity approved by the Grantee [including, but not by way of limitation the raising or lowering of the water level in the lake] or a Special Liquor Licence relating to any specific activity which is to take place on any land that is owned by the Grantee and which activity is approved by the Grantee.
 - 14. The Grantor shall not construct any building jetty or retaining on the foreshore without the Grantee's consent and shall not otherwise act contrary to the Grantee's rules regarding foreshore structures.
- B. THE Grantor of Lots 8-14 (inclusive) for a period of 21 years from 30th June 2004 shall not erect or permit to erected any dwelling or other building or structure to a height greater than 5.8 metres above the average ground level of the subject Lot.**
- C. THE Grantor will:-**
- 1. Submit building plans to the Grantee prior to the commencement of building and obtain the approval (of the Grantee) to plans for any dwelling building jetty or retaining to be erected on the land such plans to comply with the design guidelines prepared by the Grantee. If the Grantee fails to communicate approval or disapproval of the building plans to the Grantor within 30 days after the said plans have been submitted to them, then approval of the plans shall be deemed to have been given.





2. Maintain the section to an acceptable standard (in the Grantee's opinion) and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height the Grantee reserves the right to have the section mowed and the Grantor agrees to accept liability for such cost plus 50%.
3. Ensure that the exterior of the dwelling building or other structure visible to the public will not remain in an unfinished state for more than six months from commencement of the erection of such dwelling, building, or other structure. All drives and pathways visible to the public shall be fully constructed in a permanent dust free surface such as concrete, decorative stones, cobblestone interlocking paving and/or bitumen sealing. Such work will be completed in a proper tradesman-like manner within 18 months of the commencement of the construction of the dwelling. If such works are not completed in the times specified then the Grantee may have the works completed by its employees or agents and the Grantee shall be entitled to recover the costs of such completion works plus a premium of 20% of such costs from the Grantor.

D. THE Grantee (Ashburton Aquatic Park Charitable Trust)

1. Reserves the right to vary, modify or waive any of the forgoing covenants so that the Ashburton Aquatic Park Charitable Trust's reasonable expectations of standards for the subdivision are met.
2. Shall not be liable to the Grantor or any third party for any actions it takes or fails to take in respect of the within covenants.
3. For the avoidance of doubt the rights contained in clause D1 may only be exercised by the Trustees of the Ashburton Aquatic Park Charitable Trust.

E. IN the event the Grantor is in breach of any of the conditions contained in clauses A B or C above apart from the condition contained in clause C3 hereof then he will at the request of the Grantee desist from such breach, and remedy such breach. If such remedy is not completed within a reasonable time then the Grantee may have such breach remedied by its employees or agents and the Grantee shall be entitled to recover the costs of such remedy plus a premium of 50% of such costs from the Grantor.

