



STAGE 1 FURTHER TERMS OF SALE

- 18.0 It is agreed between the parties that the land being purchased herein and shown the plan attached hereto is part only of the land in Certificate of Title 212515 (Taranaki Registry) and that:
- (a) This Agreement is conditional upon the deposit of the plan of subdivision in the Land Transfer Office by 30 November 2017.
 - (b) The cost of the subdivision shall be met by the Vendor.
 - (c) The parties to this Agreement will at all times use their best endeavours to do all things necessary to make this Agreement unconditional in all respects and to complete as aforesaid.
- 19.0 The Purchaser acknowledges that the Vendor will be entitled as part of the subdivision to create easements and covenants and restrictions as may be required to enable title to issue. The purchaser will not object to any such instruments provided that the instruments are created on reasonable grounds because they are required to enable the Vendor to comply with the terms and conditions of the subdivisional consent or enable issue of title.
- 20.0 The Purchaser acknowledges after viewing the property and being shown the approximate boundaries and the scheme plan that the proposed areas are approximate only. If the area of the lot being purchased by the Purchaser after final survey is larger or smaller than the approximate area shown on the front page of this contract and on the scheme plan no compensation shall be payable.
- 21.0 Aside from the matters referred to in this agreement the Purchaser acknowledges that he relies solely upon his own judgment and inspection of the property in making this offer and not upon any statements or representations made by the Vendor or his duly appointed agent.
- 22.0 The purchase price of the property is the lowest price that the parties would have agreed upon for the property under the rules relating to the accruals treatment of income and expenditure in the Income Tax Act 1994 even if settlement was to take place immediately after the execution of this agreement.
- 23.1 The Vendor as part of the subdivision will at its own cost provide the following services to the boundary of each lot;
- (i) Telecommunications ducting and/or fibre ducting
 - (ii) electricity
 - (iii) water
 - (iv) sewerage
- 23.2 The Vendor as part of the subdivision will at its own cost provide the following services to the road reserve serving the property:
- (i) gas
- 24.0 **FENCING AND RESTRICTIVE COVENANTS**
- 24.1 The Vendor shall not be liable to pay for or contribute towards the cost or erection or maintenance of any fence between any Lot shown on the subdivision plan and any adjoining land owned by the Vendor but this condition shall not enure for the benefit of any purchaser of such adjoining land or any part thereof.



- 25.0 The Purchaser hereby covenants not at any time prior to the depositing of the plan of subdivision referred to herein at LINZ to lodge any Caveat against the property or against the title to the land of which the property forms part in respect of any interest of the Purchaser whatsoever and in the event of the Purchaser so doing the Purchaser HEREBY IRREVOCABLY appoints the Vendors or their nominee to be the Purchaser's true and lawful attorney to make execute and have registered in the name of the Purchaser and on the Purchaser's behalf all such consent, notices, withdrawals, documents, papers and any other act of thing which the Vendors shall deem necessary or expedient to have such Caveat removed AND the Purchaser HEREBY AGREES that the production of the agreement to the District Land Registrar shall be sufficient evidence of the appointment of the Vendors or their nominee as the attorney of the Purchaser for any such purpose. The cost of removal of any such Caveat shall be payable by the Purchaser to the Vendors forthwith upon the Vendors advising the Purchaser of the amount thereof.
- 26.0 The stakeholder referred to in Clause 2.4 shall hold the deposit for the benefit of both parties on interest-bearing deposit with a bank to be nominated by the Stakeholder. If this Agreement is validly cancelled, the deposit and all net interest accrued thereon shall be paid to the Purchaser. If this Agreement becomes unconditional in all respects, the deposit and all net interest accrued thereon shall be paid to the Vendor.
- 27.0 **LAND COVENANTS**
- 27.1 On, or prior to settlement, the vendor will register a land covenant against the property substantially in the form attached as Annex A (*Land Covenant*). The vendor and the purchaser agree that the Land Covenant is, and all the rights and obligations within it are, incorporated into this Agreement and enforceable between the parties to this Agreement as terms of this Agreement.
- 27.2 The vendor will ensure that the Land Covenant is registered against all the lots in the subdivision being Lots 1 – 24 (not including Lot 16) so that the purchaser shall have the benefit of the Land Covenant against the owner for the time being of every other property in the Subdivision.
- (i) the owner/occupier for the time being of any Lot may be able to enforce the observance of these covenants by the owners or occupiers for the time being of any of the other Lots in law, equity or otherwise.



ANNEX A LAND COVENANT

Background

- A. The Grantor is the registered proprietor of the Land.
- B. The Grantor intends that the Lots shall be subject to a general scheme applicable to, and for the benefit of, each of the Lots to the intent that:
- (i) a high standard and fully integrated residential subdivision shall be enjoyed by the registered proprietors of the Lots; and
 - (ii) the owner for the time being of each of the Lots shall be bound by the covenants set out in this instrument as far as they affect each Lot; and
 - (iii) the owner/occupier for the time being of any Lot may be able to enforce the observance of these covenants by the owners or occupiers for the time being of any of the other Lots in law, equity or otherwise.

Interpretation

In this Instrument:

“Design Committee” means the Developer or such persons nominated by the Developer from time to time at its sole discretion.

“Developer” means The Green Limited.

“Developer Enforcement Period” means the period ending on the date 12 calendar months after the Developer ceases to be a Lot Owner.

“Dominant Owner” means the owner of each Dominant Tenement from time to time.

“Dominant Tenement” means each of the lots described in Schedule A as dominant tenement.

“Government Entity” includes the Crown, any Crown Entity (including Housing New Zealand Corporation), any local authority, or any entity owned or controlled by a local authority.

“Land” means all of the land described in Schedule A as dominant tenement or servient tenement.

“Lot” means each of the lots in the Subdivision.

“Lot Owner” means the owner for the time being of a Lot.

“Servient Owner” means the owner of each Servient Tenement from time to time.

“Servient Tenement” means each of the lots described in Schedule A as servient tenement.

“Subdivision” means the subdivision of the Land comprising all of the Lots.

Covenants and Conditions

The Grantor as registered proprietor of each of the Servient Tenements covenants for the benefit of the Grantee as registered proprietor of all of the Dominant Tenements as follows:

No Further Subdivision

1. No Servient Owner shall further subdivide any Servient Tenement.



Maximum Number of Habitable Buildings

2. The maximum number of habitable buildings to be built, erected or constructed on any Servient Tenement shall be one (1).

Bulk, Location, and Design

3. All buildings and structures on each Servient Tenement must be designed, located and constructed in accordance with all relevant resource consents and consent notices which apply to the subject land and the covenants herein. If there is any conflict between a resource consent condition or a consent notice and a covenant, the more restrictive provision is to take precedence.

No Build Zones

4. No habitable buildings, accessory buildings or structures on any Servient Tenement (including sheds and pool houses) shall be constructed, placed or erected on a No Build Zone (namely, within 6 metres of the northern most boundary of Lots 6 – 15 and 17 – 24).
5. Only with permission of the Design Committee may the Servient Owner construct a building or structure on any Servient Tenement above 1.8 metres in height within 5 metres of the Golf Course boundary (western boundary) of Lots 6 to 15.

Height Restrictions

6. The maximum height of all buildings and structures (including chimneys and other exterior fixtures) on Lots 6 to 15 shall be 7.5 metres from the certified ground level at the time the plan for the Lot is deposited and held by the New Plymouth District Council.

The maximum height of all buildings and structures (including chimneys and other exterior fixtures) on Lots 1 to 5 and 17 to 24 shall be 9 metres from the certified ground level at the time the plan for the Lot is deposited and held by the New Plymouth District Council.

Design Committee Approval

7. Prior to lodging any application for building consent, each Servient Owner must provide all design details and building and landscaping plans (including for any auxiliary structures over 1.8 metres) to the Design Committee and obtain the Design Committee's written approval of the plans and design details ("Approved Building Plans"). In determining, at its sole discretion, whether to grant approval the Design Committee may consider all relevant matters (including compliance with all applicable resource consents, consent notices, covenants and the District Plan). It shall also have regard to whether the plans and design details:
 - (a) Are respectful to the views and privacy of other landowners within The Green Subdivision;
 - (a) Maintain and/or enhance the residential character and quality aesthetic of The Green Subdivision;
 - (b) Are sympathetic and compatible with the character of the surrounding natural environment and are integrated into the landform;
 - (c) Have considered opportunities to increase energy efficiency, conserve water, and reduce environmental impact and waste;
 - (d) Incorporate design elements which will ensure articulated and varied frontages that minimise bulk and scale and avoid large, monotonous facades.



8. No Servient Owner may build, erect or construct any building or structure, or seek building consent and/or resource consent for any building or structure that is not in accordance with the Approved Building Plans.
9. No Servient Owner may carry out, or permit to be carried out, any alterations, additions or modifications to the Approved Building Plans, the exterior of any existing building or structure, or demolish or remove any building or structure, without first notifying the Design Committee and obtaining the Design Committee's written consent to carry out the proposed works.
10. The Design Committee shall advise the Servient Owner as soon as reasonably practicable whether or not approval is granted.

External Materials

11. All exterior wall claddings on all buildings on each Servient Tenement shall comprise of:
 - (a) Natural stone or rock;
 - (b) Plaster;
 - (c) Bagged brick;
 - (d) Block masonry;
 - (e) In-situ concrete;
 - (f) Cedar;
 - (g) Painted timber or linea weatherboard; and/or
 - (h) Vertical metal tray profile.
12. For the avoidance of doubt, brick clad and tiled roofed homes are not permitted.
13. External roofing materials (including spouting, rainwater heads, downpipes, flashings and chimneys) of any buildings and/or structures on each Servient Tenement shall have reflectivity values of less than 25%. The roof shall comprise of:
 - (a) Steel or zinc;
 - (b) Cedar shingle; and/or
 - (c) Slate.

External Colours

14. All exterior colours (including roofs and garage doors) on all buildings on each Servient Tenement shall be naturally recessive; the following colour palette is preferred:
 - (a) Black;
 - (b) Browns;
 - (c) Greys; and/or
 - (d) Dark greens.

However, with permission of the Design Committee the Servient Owner may use other naturally recessive colours outside of this range.



Fencing and Landscaping

15. All landscaping on each Servient Tenement is to be completed and well maintained in accordance with the Approved Building Plans and all relevant resource consent conditions, consent notices and covenants. If there is any conflict between a resource consent condition or a consent notice and a covenant, the more restrictive provision is to take precedence.
16. Boundary fencing and retaining structures constructed by the Developer cannot be removed, replaced, or altered and shall be well maintained. Any additional fencing and/or retaining undertaken by the Servient Owner (including child and pet protection) must be of the same design, materials, and colour as that constructed by the Developer and consistent with the rest of the The Green Subdivision and in accordance with the Approved Building Plans and all relevant resources consent conditions, consent notices and covenants.

For clarity the fencing design for Lots 1 – 15 and 17 – 24 is 1.2 metres in height and comprised of Macrocarpa corner posts (200mm by 200mm thickness) and up to 7 wires properly strained and evenly spaced with black warratahs and/or 200mm by 100mm Macrocarpa posts and if required a framed square wire mesh panel for pet protection at the Servient owners expense.

17. The Servient Owner shall not remove, damage, or destroy any boundary hedging provided by the Developer.
18. Boundary hedging must be kept trimmed in a neat and tidy condition. Hedging adjoining the road boundary of Lots 1 – 15 and 17 – 24 shall be maintained at approximately 1.2 metres in height (excluding the southern boundaries of Lot 6 and 24). All other boundary hedging and on Lots 1 – 15 and 17 – 24 shall be maintained at no greater than approximately 1.8 metres in height and no less than approximately 1.2 metres in height.
19. Any structure constructed by the Developer that is damaged (including vehicle crossings, hedging, fencing, retaining walls, and mail boxes) must be repaired or replaced using the same design, colours, and materials as that constructed by the Developer.

Pets

20. No animals may be housed or kept on the Servient Tenements, except domestic pets. For the avoidance of doubt, livestock (including poultry), goats, pigs, horses, sheep, horses, and wild animals are not permitted.

Construction

21. The Servient Owner shall ensure habitable buildings are constructed and completed in accordance with the Approved Building Plans within 15 months of the date that the foundations for the habitable building are first laid (including affixing of all exterior cladding and exterior painting completed).
22. The Servient Owner shall ensure all landscaping is undertaken and completed in accordance with the Approved Building Plans within 24 months of the date that the foundations for the habitable building on the lot are first laid.
23. The Servient Owner shall ensure adequate provision is made during and post construction to dispose of excess stormwater on-site.



Compliance and Use

24. The Servient Owner shall keep the lot in a neat and tidy condition at all times (prior, during and post construction), including by ensuring that grass is mowed and that rubbish or outdoor storage does not accumulate on the Lot or the road reserve, except for collection purposes.
25. Any utilities on the Servient Tenement, including but not limited to plant and equipment, air conditioning units, gas bottles, rubbish bins, and electrical metres shall be concealed within an enclosed structure or appropriately screened. Satellite dishes shall be placed discreetly on the property and washing lines shall not be visible from the road.
26. Once construction of any building works and/or landscaping is completed on the Servient Tenement, the Servient Owner shall allow the Design Committee to access the property to inspect the building and landscaping so as to confirm compliance with the applicable Approved Building Plans, resource consent, building consent, consent notice and covenants.
27. Should the Design Committee (acting reasonably) determine there has been any non-compliance with the Approved Building Plans, resource consent, building consent, consent notice and/or covenants, it will notify the Servient Owner in writing and provide 60 days for the Servient Owner to rectify the non-compliance at its own cost. In the event, the Servient Owner fails to do so, the Developer may enter onto the Servient Tenement to rectify the breach and recover the costs to do so from the Servient Owner as a debt due and the Developer may initiate whatever legal proceedings it deems necessary to remedy the breach (including seeking specific performance or injunctive relief).
28. In the event the Design Committee ceases to exist, and/or where no successor has been established, no Servient Owner shall not be required to obtain its written approval pursuant to the covenants that apply to the Design Committee. All other obligations and rights remain valid and applicable.
29. During the Developer Enforcement Period, no Lot Owner may commence any action to enforce any of the covenants in this Instrument without the prior written consent of the Developer, which may be granted or withheld at the Developer's absolute discretion. The Developer reserves the right to waive or modify any of the above restrictive covenants at its sole discretion.
30. The Servient Owner shall consent to future development of the land by the Developer and not object to, nor do anything to oppose, object to, frustrate, or take any action, or encourage or cause others to oppose, object to, frustrate or take any action that might in any way hinder, prevent or interfere with the future development of the land by the Developer.



MINIMUM PROVISIONS

The Developer will provide the following to all original landowners at The Green:

- Level and certified building platforms
- A vehicle crossing
- Boundary hedging (excluding the western/New Plymouth Golf Club boundary)
- Boundary fencing and retaining as required
- A letterbox
- \$1,000.00 towards a Landscape Design Package with Richard Bain at Blue Marble (over and above the boundary fencing, hedging, and retaining provided by The Developer) available up until 30 June 2018.



PROCESS FOR OBTAINING APPROVED BUILDING PLANS

Intention:

The Approved Building Plan process is to ensure that all landowners have the confidence that their neighbours share in The Green vision for:

- A quality aesthetic
- Harmony with the natural environment
- A sense of community
- Sun, privacy, and views for every landowner

The character of The Green will in a large part be defined by the way in which homes and gardens are developed particularly in relation to one another. Homes at The Green will be made up of a diverse range of styles from traditional to modern designs; no single style is promoted as preferential. However a key component of creating a high quality built environment is to limit the development to an appropriate and coordinated palette of materials and colours in keeping with the setting.

Administered By:

The Design Committee will review all applications. Should the Design Committee cease to exist and where no successor has been established, the landowner shall not be required to obtain its written approval. All other obligations and rights remain valid and applicable.

Supporting Documentation:

Please ensure that you as the landowner, your architect/designer(s), and builder are familiar with this process along with the following documents:

- The District Plan
- Resource Consent and Consent Notices for The Green Subdivision
- Restrictive Land Covenant

Approval Process:

The approval process is designed to be straightforward and transparent to ensure all landowners can be certain that the character of The Green will be maintained and their investment protected.

The Design Committee encourages all landowners and/or their representative to meet with the Committee with a concept plan prior to undertaking the formal drawings to ensure a cost effective, seamless, and timely process for all parties. Contact Beau Burmester, TSB Realty to arrange a concept plan meeting.

Prior to applying for building consent from New Plymouth District Council, all landowners will be required to submit their plans to the Design Committee (including for any auxiliary structures over 1.8 metres) for written approval (Approved Building Plans). The following documents will be required:

- A completed Approved Building Plans Application Form – available from Beau Burmester of TSB Realty or at www.thegreen.co.nz
- Two A3 colour copies of the site plan to scale – including house footprint in relation to the build zone, roof colour and material, garden locations and proposed species



- Two A3 copies of the floor plan to scale
- Two A3 colour copies of the elevations to scale – including proposed materials and colours

The Design Committee will respond in writing within 15 working days of receipt. Should the building plans not be approved, the landowner or their representative will be invited to meet with a member of the Design Committee to resolve any areas of concern.

The landowner or their representative must not seek consent for or build any structure that is not in accordance with the Approved Building Plans. Should you wish to make changes to the Approved Building Plans during construction or undertake alterations in the future, this will require submission of a completed Amendment to the Approved Building Plans Form and subsequent approval from the Design Committee (available from Beau Burmester of TSB Realty or at www.thegreen.co.nz).

The Design Committee will focus on house and landscape design with respect to compliance with the applicable resource consents, consent notices, covenants, and the District Plan and will also assess applications with respect to:

1. Respecting the sun, views, and privacy of other landowners
2. Enhancing the character of The Green by maintaining a quality aesthetic
3. Creating harmony with the natural surrounds
4. Consideration of measures to increase energy efficiency, conserve water, reduce environmental impact and waste
5. Incorporating design elements that allow for articulated and varied frontages that minimise bulk and scale and avoid large, monotonous facades

The Design Committee may waive or modify the enforcement of any of the restrictive covenants but will only do so if, via unanimous agreement with the adjacent and adjoining neighbouring properties at the time of application, it considers such a waiver or modification will not impinge on the integrity and character of The Green in its entirety.

Compliance:

Once construction is complete the landowner shall allow a member of the Design Committee to access the property to inspect the building and landscaping so as to confirm compliance with the applicable Approved Building Plans, consents, and/or covenants.

Should the Design Committee determine that there has been any non-compliance with the Approved Building Plans, consent, and/or covenants it will notify the landowner in writing and provide 60 days for any non-compliance to be rectified at the landowner's expense.