



STAGE 2 FURTHER TERMS OF SALE

Form L

Annexure Schedule

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Insert instrument type

Land Covenant - continued

Continue in additional Annexure Schedule, if required

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:

“Construction Guidelines” means the construction guidelines promulgated by the Developer.

“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.

“Front Yard Zone” means the area that is the first 4.5 metres back from the road frontage, along the whole of the road frontage, on each Servient 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.

“No Build Zone” means:

- (a) the area that is the first 0.5 metres back from the road frontage, along the whole of the road frontage, on each Servient Tenement (excluding Lots 38 and 39); and
- (b) the areas marked as “No Build Zones” on the Plan and being, for the avoidance of doubt, an area 3 metres deep back from:
 - (i) the western boundary of Lots 27-31;
 - (ii) the northern boundary of Lots 31-33, and 37-38; and
 - (iii) the eastern boundary of Lots 33-36;

“Plan” means Deposited Plan 523791.

“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 and Nature of Habitable Buildings

2. The maximum number of habitable buildings to be built, erected or constructed on any Servient Tenement shall be one (1).
3. No pre-built transportable, relocatable, or second-hand dwellings or any structure capable of providing temporary accommodation shall be erected, constructed or established on any Servient Tenement.

Bulk, Location, and Design

4. 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.
5. No more than 70% of the Front Yard Zone may be covered by buildings.



No Build Zones

6. 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.

Height Restrictions

7. The maximum height of all buildings and structures (including chimneys and other exterior fixtures) on all Lots 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.

Design Committee Approval

8. Prior to lodging any application for building consent, each Servient Owner must provide all design details and building and landscaping plans (including for fences, retaining, gates, screens and 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 sun, views, and privacy of other landowners within the Subdivision;
 - (b) Maintain and/or enhance the residential character and quality aesthetic of the Subdivision;
 - (c) Are sympathetic and compatible with the character of the surrounding natural environment and are integrated into the landform;
 - (d) In respect of landscaping plans, are in keeping with the aesthetic of the Subdivision and the house design (including accessory buildings);
 - (e) Have considered opportunities to increase energy efficiency, conserve water, and reduce environmental impact and waste;
 - (f) Incorporate design elements which will ensure articulated and varied frontages that minimise bulk and scale and avoid large, monotonous facades.
9. 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.
10. No Servient Owner may:
 - (a) carry out, or permit to be carried out any alterations, additions, or modifications to the Approved Building Plans for the exterior of any existing building or structure; or
 - (b) demolish or remove any building or structurewithout first notifying the Design Committee and obtaining the Design Committee's written consent to carry out the proposed works.



11. The Design Committee shall advise the Servient Owner as soon as reasonably practicable whether or not approval is granted.

External Materials

12. 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) Timber;
 - (g) Painted timber or linea weatherboard; and/or
 - (h) Vertical metal tray profile.
13. For the avoidance of doubt, brick clad and tiled roofed homes are not permitted.
14. 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% and be finished in naturally recessive colours. The roof shall comprise of:
 - (a) Steel or zinc;
 - (b) Timber; and/or
 - (c) Slate.
15. No building on any Servient Tenement may have any roofline other than flat, monopitch or gabled.

External Colours

16. Exterior colours (including roofs and garage doors) on all buildings on each Servient Tenement shall be naturally recessive with LRV of less than 35%. 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.
17. Notwithstanding clause 16, a feature colour that is not naturally recessive (i.e. with an LRV in excess of 35%) may be used for up to 30% of the cladding (including soffits) on any building, subject to the approval of the Design Committee.



Fencing and Landscaping

18. 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.
19. No fences are permitted on the roadside boundary of any Servient Tenement.
20. Boundary fencing and retaining structures constructed by the Developer cannot be removed, replaced, or altered and shall be well maintained and kept in good repair by the Servient Owner. Any additional fencing and/or retaining undertaken by the Servient Owner (including child and pet protection, repairs and replacements) must be of the same design, materials, and colour as that constructed by the Developer, consistent with the rest of the Subdivision, and in accordance with the Approved Building Plans and all relevant resources consent conditions, consent notices and covenants.

For clarity:

- (a) any such fencing must be comprised of blacksealed natural 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 at 1.2 meters high;
 - (b) if required, a framed square wire mesh panel will be inserted between the posts for pet protection at the Servient Owner's expense;
 - (c) any such retaining must have a maximum height of 1.5 metres and be faced with split rock or double-squared post design painted black, as provided for in the Construction Guidelines.
21. The Servient Owner shall not remove, damage, or destroy any boundary plantings, provided by the Developer (including the front yard tree and Subdivision perimeter planting) and, if any such plantings are destroyed or damaged, shall replace like with like, at the Servient Owner's sole cost.
22. Boundary hedging must be kept trimmed in a neat and tidy condition.
23. Any structure constructed by the Developer that is damaged (including vehicle crossings, fencing, retaining walls, and mail boxes) must be repaired or replaced using the same design, colours, and materials as that constructed by the Developer.
24. Screens for landscaping purposes:
 - (a) must be approved by the Design Committee;
 - (b) must be less than 1.8m in height;
 - (c) must be of materials and colours that are in keeping with the design, materials, and



colours of the house and/or the items provided by the Developer; and
(d) cannot be used to create fenced-off areas.
Nothing in this clause 24 restricts Lot 38 DP 523791 or Lot 39 DP 523791.

25. Gates must be approved by the Design Committee as part of the Landscape Plan, and must be less than 1.8m in height. The materials and colours of any approved gate must be in keeping with the design, materials, and colours of the house and/or the items provided by the Developer. Nothing in this clause 25 restricts Lot 38 DP 523791 or Lot 39 DP 523791.

Pets

26. 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

27. All building and landscaping construction must comply with the Construction Guidelines (see attached Guidelines).
28. 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).
29. 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.
30. The Servient Owner shall ensure adequate provision is made during and post construction to dispose of excess stormwater on-site.

Compliance and Use

31. No industrial, commercial or and/or retail activities may be carried out on any Servient Tenement at any time.
32. No advertising hoarding or signage on any lot shall be permitted following the end of the construction of the dwelling on the Lot.
33. Caravans, mobile homes, boats, trailers and other vehicles owned by the Servient Owner may be stored on each lot once a habitable building has been completed, provided they are screened from the road and open spaces at all times.
34. 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 mown and that rubbish or outdoor storage does not accumulate on the Lot or the road reserve, except for collection purposes.



15. Any utilities on the Servient Tenement, including but not limited to plant and equipment, air conditioning units, gas bottles, rubbish bins, and electrical meters 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.
16. 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.
17. 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).
18. 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.
19. 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.
20. 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.
21. The covenants created herein shall cease to have any effect on any of the servient or dominant tenements, or part/s thereof, that will vest in a Territorial Authority or the Crown by virtue of statute, transfer or otherwise, whether as road, reserve, or for any other purpose, including in any subsequent subdivision of the servient or dominant tenements of which the subdivision plan has gained the full approval of the Territorial Authority or body having jurisdiction. The person/s or corporation/s benefiting from the land covenants herein shall not be entitled to any compensation in respect of the exercise of this clause.



MINIMUM PROVISIONS

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

- Certified building platforms
- A vehicle crossing
- Subdivision perimeter planting and front yard trees as required
- Retaining as required
- A letterbox
- \$1,000.00 towards a Landscape Design Package with Richard Bain at Blue Marble (over and above the planting and retaining provided by The Developer) available up until 30 June 2019
- Gas, power, water, and fibre to the boundary of each Lot



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 for building and landscaping 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 at www.thegreen.co.nz or from Beau Burmester at TSB Realty
- 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, utility placement, and auxiliary buildings or structures
- 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 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.