

## Easement instrument to create land covenant.

### **Annexure Schedule**

#### **1. INTERPRETATION**

1.1 In these covenants, unless the context otherwise requires:

"Subdivide" has the same meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991

"Allotment" means present or future allotments(s).

"Granter" means the registered proprietor of the servient tenement

"Grantee" means the registered proprietor of the dominant tenement

"RRFPL" means Roding River Farm properties Ltd. and includes its nominated representative(s)

#### **2. INTRODUCTION**

The objective of these rules is to develop a well-designed cluster style development which will retain the overall rural value of the location and minimize the visual impact of the development. The recommendations as listed in the "Coastal Tasman Area Subdivision and Development Design Guide" have been used to design the development as a whole but also will be used to design the individual dwellings and other buildings on the lots.

#### **3. SUBDIVISION AND STRUCTURES**

3.1 Design acceptance criteria

a. allow for maximum passive solar heating design.

b. All buildings to be aesthetically pleasing to:

I. Blend into the environment.

II. Be of a timeless design.

III. Use a common pattern language to unify the development theme.

IV. Dwellings should relate to each other and demonstrate similar or complementary styles and appearances.

V. Ensure that building colours are recessive and that finish materials are nonreflective.

c. Preferred materials are:

- Double glazing
  - Tiles/polished concrete/natural stone
  - Low energy concrete
  - Timber (macrocarpa)
  - Lawson Cypress for timber cladding
  - Low energy appliances
  - Roof tiles (concrete or clay, timber) or steel
  - Structural Steel as required
  - Natural surface coatings (lime wash etc)
  - Concrete slab on the ground preferred over timber floor.
- d. Seek to locate dwellings to take advantage of site features, such as sun exposure, shelter, privacy and outlook.

### 3.2 Water supply

- a. Apply water conservation principles, such as rainwater storage and stormwater detention, in the design.
- b. Collect and store rainwater from the roofs of buildings and impermeable surfaces.
- c. Collect stormwater for non-potable water demands, such as irrigation for gardens and crops and/or additional fire-fighting capacity.
- d. Provide on-site water storage for the purpose of firefighting.

### 3.3 Wastewater

- a. Provide a wastewater management system for the treatment and disposal of domestic wastewater from each dwelling, adequate to avoid, remedy or mitigate any actual or potential effects on water quality.
- b. Ensure that the disposal field of the wastewater systems(s) is located on terrain that is suitable for the disposal of wastewater in terms of soil permeability, drainage, slope, groundwater depth, waterways proximity and aspect.
- c. Ensure that the on-site wastewater treatment and disposal system(s) does not compromise other resource values such as the ability of high quality land to be used for rural productive uses.
- d. Locate the disposal system so that it does not compromise or become compromised by existing and proposed land features, such as stormwater drainage features, natural waterways, roads and building location areas.

- e. Ensure that the disposal system is large enough to assimilate the proposed long-term wastewater volume as well as incorporating sufficient reserve area.
- f. Apply water conservation measures in the design of the wastewater management system where possible, such as water use restrictions and grey-water recycling.

3.4 The following are not permitted:

- a. For a period of twelve ( 12) years from the date of the issue of title, subdivide any Allotment;
- b. For a period of ten ( 10) years from the title date of issue of title, erect or permit to be erected;
  - i. Any building, structure or improvement without first obtaining the written approval of RRFPL to the final building plans and specifications (in the same form as intended to be submitted to the Territorial Authority for a building consent) and such specifications shall include full details of all exterior colour schemes and finishes and details of fences, driveways and front yard landscaping.
  - ii. RRFPL is entitled to withhold its approval at its discretion however if RRFPL fails to approve or disapprove such plans and specifications within ten (10) working days of receipt of the same, then it shall be deemed to have approved the same.
- c. Erect or permit to be erected:
  - i. Any dwelling, building, or other structure (other than masts or aerials) that exceeds 7.5 metres above ground level; or
  - ii. Any mast or aerial that exceeds 8 metres above ground level;
  - iii. The height in relation to any building, dwelling, structure, mast or aerial, means the vertical distance between the highest point of the dwelling building, mast, aerial or structure and the ground level immediately below that point. The ground level for purposes of measuring this height shall be the level prior to any excavation of the building platform or any filling of land other than that undertaken at the time of subdivision to prepare the Allotments.

- d. Erect or permit to be erected or placed on any allotment;
  - ii. Any dwelling, building or structure of an "A" frame style or construction;
  - ii. Any dwelling, building or structure using pole foundations where the poles are not enclosed;
  - iii. A pre-used dwelling, building or structure;
  - v. Any building or structure that is not of a design, colour or exterior cladding matching the design, colour or exterior cladding in the dwelling to which it relates;
  - vi. Any dwelling, building or other structure using any galvanised iron, zincaloom, brick veneer or aluminium cladding material unless such cladding material has a proprietary coating system, or any sheet material (e.g. fibre cement sheet, Hardie sheet or weatherboard products, ply sheets) unless such material has a proprietary finishing system applied or is properly sealed and painted;
  - vii. Any fence (including any road boundary fence), gate or entry structure that is;
    - (1) Constructed of "Hardiplank", "Fibrolite", or "Hardiflex", or other flat plywood or flat fibre - cement sheeting or cladding of similar nature, composition or construction which is not coated with a proprietary textured finish or traditional sand and cement plaster finish;
    - (2) Constructed of corrugated iron or other metallic cladding material;
    - (5) No higher than 1.2 meters above the natural ground level on any r boundary. The ground level for the purposes of measuring this height shall be the level prior to any excavation or filling of land other than that undertaken at the time of subdivision to prepare the allotment.
- e. Allow any dwelling house to remain in an incomplete state for more than twelve (12) months from the laying down of the foundations for such dwelling.

- f. Reside in any dwelling house without its exterior completed, including all exterior painting.
- g. Grow or permit to grow upon a servient allotment, any tree shrub or other plant or any variety whatsoever to such extent that it unreasonably interferes with the sunlight to, or view from any dominant allotment.
- h. Allow rubbish or waste materials to accumulate on any of the allotments or allow any of the allotments to become untidy or unsightly particularly during periods of construction when contractors should be instructed to remove waste materials on a regular basis.
- i. Move soil or other material off the Allotment onto an adjoining Allotment without the written consent of the owner of the relevant adjoining Allotment.
- j. Cut, fell or damage any trees planted on the road reserve or any other reserve shown on the Survey Plan or take any action in respect of any such trees to prevent them from growing to their full maturity.
- k. Allow any animal (including dogs and other domestic pets) to be kept in or about the allotment and buildings thereon which is likely to cause a nuisance or annoyance to other Grantees or occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the Grantor is not allowed to keep on the lot or in any on-site building or structure any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds.

### 3.5 Vegetation

- a. Use plantings to screen buildings and structures.

## **4. DEVELOPMENT INFRASTRUCTURE**

- 4.1 The registered proprietors shall ensure that they and their contractors shall not permit any discharge into the drainage system that may damage, block or otherwise affect the efficiency and integrity of the drainage system.
- 4.2 In the event of any accidental spillage of foreign discharge the registered Proprietor shall immediately take remedial action at their sole cost.

- 4.3 Particular care should be taken during periods of construction to avoid damage by heavy vehicles accessing the site causing damage to the contours of the drainage structures.
- 4.4 The registered proprietors shall ensure that all contractors are made aware of the obligations pursuant to the clause and it is recommended that contractors should be bonded to ensure the contractors compliance.
- 4.5 For the removal of doubt, the registered proprietors are responsible to RRFPL for any damage caused by the registered proprietors contractors.

## **5. BREACH OF COVENANTS**

- 5.1 If the registered proprietors or occupier for the time being of any Grantor breaches any of the covenants the Grantor or occupier shall on written requisition from a Grantee forthwith permanently remedy or remove such cause of the breach at the cost of the Grantor or occupier on a full indemnity basis including all fees and charges for enforcing the remedies and dealing with any claims against the Grantor by third parties because of such breach and pay to the Grantee who has made such requisition as liquidated damages the sum of \$200.00 per day for every day that such breach or non-observance continues from and after 20 working days from the date upon which written demand is made by the Grantee (to the intent that the total payable by any person under this paragraph to multiple proprietors of the dominant Lot is limited to \$200.00 per day). The liability pursuant to this clause is joint and several as between the Grantor and its occupier or invitee.
- 5.2 Should any breach or non-observance of these covenants continue after the expiry of 20 working days from Notice being served on the registered proprietor, any Grantee shall be entitled to remedy or have remedied any breach or non-observance of these covenants and recover the cost of remedying the breach plus 50% in addition to the above liquidated damages.
- 5.3 The cost of remedying or having remedied any breach or non-observance, including any costs of recovery, shall be at the cost of the registered proprietor who is in breach of these covenants.

## **6. DISPUTES**

- 6.1 If any dispute or difference shall arise between the registered proprietor(s) of one allotment and the registered proprietor(s) of another allotment or a registered proprietor(s) of one allotment and the Grantor in respect of any matter arising out of these covenants or the application of them then such dispute or difference shall be determined by the Grantor or entirely at Grantor's discretion some other person appointed by the Grantor for that purpose whose decision shall be final and binding. The costs and expenses of resolving any

such dispute or difference shall be borne in such proportion as the person determining the dispute shall in that person's absolute discretion determine.

**7. EXCLUSION OF LIABILITY**

- 7.1 RRFPL shall not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any of the allotments or at all as a result of these covenants or otherwise and the Grantors and Grantees shall indemnify and keep indemnified RRFPL and its successors (other than successors in title after registration or a memorandum of transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of covenants in respect of the allotments which has been transferred by RRFPL.