

Appendix A -- Restrictive & Building Covenants for BELLGROVE Rangiora Stage 1

Background

The purpose of these covenants is to protect the market, character and aesthetic value of all of the lots at BELLGROVE Rangiora (“Development”). These covenants will be registered on the title for each lot at BELLGROVE Rangiora.

Operative part

1. **Covenants** -- The Registered Owner of each lot (“Owner”) covenants with BELLGROVE Rangiora Limited (“BELLGROVE”) :
 - 1.1. **One house per lot** -- To erect only one dwelling unit on the lot the minimum size of which must be:

Stage 1A	
Lot Size	Minimum Dwelling Floor Area
Stand Alone Build Lots 1 – 49	
Between 300m ² and 399m ²	90m ²
Between 400m ² and 499m ²	130m ²
Between 500m ² and 599m ²	150m ²
Between 600m ² and 699m ²	175m ²
Between 700m ² and 799m ²	200m ²
800m ² and greater	220m ²

Stage 1B	
Lot Size	Minimum Dwelling Floor Area
Stand Alone Build Lots 50 - 110	
Between 300m ² and 399m ²	90m ²
Between 400m ² and 499m ²	130m ²
Between 500m ² and 599m ²	150m ²
Between 600m ² and 699m ²	175m ²
Between 700m ² and 799m ²	200m ²
800m ² and greater	220m ²

Stage 1C	
Lot Size	Minimum Dwelling Floor Area
Stand Alone Build Lots 111-127	
Between 300m ² and 399m ²	90m ²
Between 400m ² and 499m ²	130m ²
Between 500m ² and 599m ²	150m ²
Between 600m ² and 699m ²	175m ²
Between 700m ² and 799m ²	200m ²
800m ² and greater	220m ²
TownHouse Block Lots	Note 1
LOTS 128 – 133 , 134 – 138	

Stage 1D	
Lot Size	Minimum Dwelling Floor Area
Stand Alone Build Lots 160, 161, 170	
Between 300m ² and 399m ²	90m ²
Between 400m ² and 499m ²	130m ²
Between 500m ² and 599m ²	150m ²
Duplex Lots 162-169	Note 2
TownHouse & Villa Block Lots	Note 1
LOTS 139 – 159, 171 - 185, 186 - 196	

Site Coverage, Heights and character features of any dwelling or improvement erected on the lot will be subject to District Council Planning Rules and/or Resource Consent conditions.

Note 1: Subject to Design Approval by BELLGROVE.

Note 2: Subject to Design Approval by BELLGROVE – design should be asymmetrical

BELLGROVE may in its sole, absolute, and unfettered discretion approve any plans outside of these conditions – any approval does not create a precedent for any other lot or Owner.

1.2. **No subdivision** -- Not to subdivide any lot provided that BELLGROVE or its nominee shall in its sole and absolute discretion, retain the right at all times to further subdivide or approve any other subdivision of any lot in the Development.

1.3 **Adhere to design guidelines** -- To fully adhere to the Building & Fencing Design Guidelines produced from time to time by BELLGROVE in respect of the Development (“Design Guidelines”)

1.4 **Approval of building plans** –

(a) Prior to:

(i) Applying for a building consent from the relevant statutory authority;

(ii) Undertaking any work to the lot; or

(iii) Erecting any improvements on the lot

The Owner must submit to BELLGROVE for approval in writing:

(i) The proposed floor plan, site plan, schedule of external finishes, colours, materials of any building (as that term is defined in the Building Act 2004) proposed to be erected on the lot;

(ii) The landscaping plan for the lot including any trees, plantings, fences, walls, gates, wind breaks, clothes lines, heat pump exterior units, satellite dishes, letterbox, street or house numbering, driveways & paths;

(iii) The design of any gates or fences proposed to be installed that will be visible from the road including material choices;

(iv) The proposed access from the public roadway and proposed off street car parking.

In considering such approval, BELLGROVE or its nominee may take into account the following matters relating to the dwelling house and any other accessory buildings as it, in its sole discretion considers appropriate:

(i) Height.

(ii) Siting on the lot.

(iii) External design (including roofs, fences, screens) .

(iv) The effect of the proposed dwelling on the natural light, views and privacy of any adjacent or other affected lot.

(v) Architectural design.

(vi) External cladding materials.

(vii) Colours and colour schemes.

(c) Any decision on whether or not to approve any design, specification or feature shall be made at the sole and absolute discretion of BELLGROVE or its nominee.

1.5 **Building work** -- During the construction of the approved building plans:

- (a) To follow strictly the plans approved by BELLGROVE and seek BELLGROVE's consent to any variation to such plans;
- (b) To ensure the dwelling is built on site;
- (c) Not to allow re-locatable, kitset homes or second-hand building materials without specific written approval from BELLGROVE;
- (d) To commence the construction of the new Dwelling within 24 months of :
 - (i) If Title has been issued, from the date confirmation of the conditions in the Sale & Purchase Agreement for that lot
 - Or
 - (ii) If Title has not been issued from the date of issue of Title for that lot

BELLGROVE may in its sole, absolute, and unfettered discretion agree to any extension to this condition – any approval must be made in writing and any such approval does not create a precedent for any other lot or Owner.

- (e) To complete the building work within 12 months of the date of start of construction;
- (f) To complete all visible (from the road frontage) landscaping, driveways & pathways which are to be sealed or concreted within 12 months of the date of start of construction;
- (g) To complete all Road frontage (and/or that which is visible from any road) Landscaping, Fencing, Gates and Planting within 3 months of issue of Code of Compliance;
- (h) Not to permit any construction works or contractors to use any of the lot or any other lot in the Development for toileting purposes. Prior to commencing building work the owner or builder will provide a suitable portable toilet facility;
- (i) Not to permit any building materials to be placed outside the lot;.
- (j) Not to permit the lot to be occupied or used as a residence prior to:
 - (i) The dwelling being completed (including driveways, pathways) and;
 - (ii) A Code of Compliance in respect of the dwelling being issued by the relevant Territorial Authority
- (k) Prior to building work commencing, the Owner will erect any boundary fences required (excluding road frontage). Such fences are to be constructed to the design and materials as specified and detailed in the Design Guidelines. Side and Road Frontage fencing must be set back 1 metre from the roadside boundary-line with the exception of corner lots (unless otherwise specified by Council Planning Rules and/or Resource Consent Conditions). Fencing of any other material or design must be approved in writing by BELLGROVE; and

- (l) The Owner agrees to partially construct the berm and kerb crossing, including road metalling prior to building construction commencing.

1.6 **General provisions** -- At all times:

- (a) No lot (or part of any lot) may be sold or otherwise disposed of until a new dwelling house has been constructed on the Lot;

In exceptional circumstances BELLGROVE may grant a dispensation to this requirement. Any dispensation must be applied for in writing to BELLGROVE and approved in writing by BELLGROVE. If BELLGROVE consents to the Sale or Transfer of the lot to a third party prior to the construction of a new dwelling house on the lot, the on-sale purchasers of the lot will be bound by these covenants

Any Approval or Consent by BELLGROVE does not create a precedent for any other lot or Owner.

- (b) **No temporary accommodation** -- Not to permit any caravans, RV vehicles, huts, garages, sheds or any other thing to be used on the lot for human habitation without first obtaining the consent of BELLGROVE;
- (c) Not to park any Trailer, Boat, Caravan, RV Vehicle or any other wheeled vehicle on any road in the BELLGROVE development for a period more than 7 days;
- (d) **No Parking or Storage in any Right of Way ("ROW")** -- Not to park any Vehicle, Trailer, or store or place any other object, items or materials on any part of the ROW that services all of those lots serviced by the ROW;
- (e) Not to allow any gas bottle, rubbish bin, clothesline or clothes drying apparatus to be visible from the street frontage;
- (e) **No commercial or other activity** -- Not to use any of the lot without first obtaining the consent of BELLGROVE for:
 - (i) Any commercial activities;
 - (ii) The storage or use of commercial vehicles, plant or machinery, storage containers other than of a domestic nature;
 - (iii) Lease or licence to any other party;
 - (iv) Any signage or advertising hoardings or other signs;

- (f) **Survey pegs or markers on the lot** – Not to interfere with, remove or damage any survey pegs or markers on the lot or Development and if such pegs are interfered with, removed or damaged then the Owner will reimburse BELLGROVE for all costs and expenses in having such pegs or markers replaced by a registered surveyor. If such reimbursement is requested of any lot Owner and not made with 10 working days (as that term is defined in section 29 of the Interpretation Act 1999) (“Working Days”) of such reimbursement request BELLGROVE shall be entitled to deduct that amount from any Compliance and Damage Remediation Bond paid to BELLGROVE.
- (g) **No noxious or dangerous activity** -- Not to permit any of the lot to be used for:
- (i) Any noxious or dangerous activities;
 - (ii) Any activity that is not permitted by the District or Regional Councils; or
 - (iii) The storage of rubbish (including abandoned or unsightly vehicles) or any noxious or dangerous things;
- (h) **Maintenance** -- To:
- (i) Maintain the improvements made to the lot to a standard in keeping with the development as a premium residential subdivision;
 - (ii) Keep the vacant lot tidy, rubbish free and grass mown (including the grass road berm) to under 100mm in height;

If the grass on any vacant lot exceeds 100mm, the Vendor may, after giving the purchaser at least 5 working days prior notice, enter onto the lot and carry out any mowing of grass, removal of rubbish and weeds to ensure the lot is kept tidy and to recover the cost of this from the owner of the lot;
 - (iii) Remove all weeds and rubbish promptly and maintain all plants in accordance with good horticulture practices; and
 - (iv) Maintain all trees in the road frontage berm outside the lot in accordance with good arboriculture practices;
- (i) **Animals** - Not to
- (i) Keep pigs, chickens or noisy or smelly animals of an odorous nature on the lot, nor operate any commercial activity by the keeping of such animals, The keeping of pigeons is expressly prohibited; or
 - (ii) Keep any dog or other pet on the lot which is likely to cause nuisance or annoyance to other neighbouring occupiers, or detract from the Development and, in particular, the Owner shall not keep on the property any dog which in whole or part appears to be a Pit-Bull, Rottweiler or Doberman Pinscher or any vicious or dangerous dog and / or any dog that has been classified by the Waimakariri District Council as a dangerous dog under the Dog Control Act 1996

- (j) **Interests on the record of title for the lot** -- To adhere strictly with the requirements in any consent notice, encumbrance, order or other interest registered on the record of title for the lot; and
- (k) **Boundary Fencing** – Where:
 - (i) The owner of an adjoining lot erects a boundary fence;
 - (ii) Such fence is approved by BELLGROVE or adheres to the Design Guidelines; and
 - (iii) The Owner is the owner of the adjoining lot where the fence is erected

Then the Owner (but not BELLGROVE where it owns such adjoining lot) must, within 5 working days of demand of such adjoining lot owner, pay half the cost of such boundary fence.

The owner who erects the fence is a designated person for the purposes of Section 12 of the Contract and Commercial Law Act 2017 and the provisions of this clause of this covenant is deemed a contract for the purposes of the Contract and Commercial Law Act 2017.

2. **Approvals**

- 2.1 All approvals or consents required by these Covenants must be in writing from BELLGROVE and may be given, given subject to such conditions or refused in the sole, absolute and unfettered discretion of BELLGROVE. Any approval given does not create a precedent for any other lot.
- 2.2 BELLGROVE may appoint any person it considers suitably qualified to carry out any of its functions under this covenant.
- 2.3 BELLGROVE or its appointee is not responsible or liable to any person for any action it takes or fails to take under this instrument.
- 2.4 BELLGROVE may charge a fee for its reasonable costs and time in considering any application under this covenant or taking any enforcement action in respect of any breach of the provisions of this covenant by the lot Owner.

3. **Enforcement** -- Where the Owner breaches a covenant or does not comply with any covenant then BELLGROVE may by notice to the Owner notify the Owner of the breach of the covenant and the action required to remedy the breach. The Owner must:

- 3.1 Within 14 Working Days of its receipt of BELLGROVE's notice remedy the breach and notify BELLGROVE of such remedy;

- 3.2 Where the Owner fails to remedy the breach within such 14 Working Days then BELLGROVE may engage a suitably qualified person to enter the lot to carry out work necessary to achieve compliance with the covenants and may recover as a debt due from the defaulting Owner all costs incurred by BELLGROVE in remedying the breach or non-compliance. The Owner irrevocably grants BELLGROVE and its agents access to the lot for the purpose of undertaking work necessary to achieve compliance with the covenants; and
- 3.3 Pay BELLGROVE liquidated damages of \$300 per day plus GST from the date of BELLGROVE's notice given pursuant to this clause 3 until the date that the breach of the covenant has been remedied.
4. **Dispute resolution** -- If any dispute arises concerning the Covenants in clause 1 or this instrument more generally then either party may give notice to the other party specifying the existence of and subject matter of the dispute. The parties will then promptly meet and in good faith use their best endeavours to resolve the dispute. If the dispute is not resolved within 20 Working Days of the date of the party's notice then either party may by notice to the other require the dispute to be referred to the arbitration of an independent arbitrator appointed jointly by the parties. If an arbitrator cannot be agreed upon within 10 Working Days of the initiator's notice of arbitration then an independent arbitrator will be appointed by the President for the time being of the New Zealand Law Society. Such arbitration will be determined in accordance with the Arbitration Act 1996 or any enactment passed in its substitution and will be binding on the parties.
5. **Expiry** -- The covenants contained in the clause 1 and this instrument more generally will remain in force until 5:00 pm on 30th April 2033 and thereafter will expire and be of no further force or effect.
6. **Notices** -- Any notice required to be made or served under this covenant is to be in writing signed by the party giving the notice or by any officer or solicitor of that party and served in accordance with the provisions of section 353 of the Property Law Act 2007 or sent by e-mail (in which case it is delivered when a read receipt is received by the sender of the e-mail).