



THE LAKES
TAURANGA

Covenants

1. The purchaser acknowledges and agrees with the vendor that each lot forms part of a development which is intended to be established as a modern and well designed subdivision and that The Lakes House Design Guidelines (the Design Guidelines) be established in the form attached and control of the said Design Guidelines be exercised by the Lakes Design Management Committee which shall be appointed by the vendor for the protection and in the interests of all purchasers in the subdivision in relation to the nature and type of construction to be permitted in the subdivision. In recognition of these objects the purchaser of this lot ("the Lot" or "the Land") and for the benefit of all other residential lots comprised in the subdivision does hereby agree with the vendors and covenants whether by Deed, Transfer, Easement or otherwise as required by the vendor or any other person or persons as are nominated by the vendor (including its successors in title) for the purchaser and his executors, administrators, assigns and successors in title in relation to the lot purchased as follows:-
 - (a) Prior to any building construction on any Lot of The Lakes subdivision, a full set of building drawings with proper dimensions and annotations, and design specifications shall be submitted to 'The Lakes Design Management Committee' for approval. If the committee is satisfied that the proposed design complies with 'The Lakes House Design Guidelines' (the "Design Guidelines") attached, the owner of the Lot at that time will be advised to proceed with obtaining the required building consent. If the designer infringes any of the District Plan controls (or any condition of an approved resource consent) then, subject to the approval of the infringement(s) by The Lakes Design Management Committee, it will be the responsibility of the Lot owner at that time to obtain the necessary resource consent from the local authority.
 - (b) Not to erect any building other than a new residential home.
 - (c) Not to carry out on the Lot any site works, landscaping or building works, unless the building plans and specifications and the landscaping plans and specifications for such works have been approved by 'The Lakes Design Management Committee' prior to the commencement of any such works on the Lot provided that:-
 - (i) In approving any building plans and specifications and landscaping plans, 'The Lakes Design Management Committee' shall take into account the appearance of the proposed building and landscape design in relation to other buildings which have been constructed or for which plans have already been approved to the intent that the style, design and appearance of the buildings and landscape design shall fall within the provisions of the Design Guidelines attached to this Agreement;
 - (ii) Such approval may be withheld in the event that in the opinion of 'The Lakes Design Management Committee', whose decision in this respect shall be final and binding, the building or structure to be erected on the Lot or the landscape design proposed for the Lot is not or not likely to be of an appearance or standard with regard to the Design Guidelines which will be consistent with the vendor's intention to create and maintain a modern well designed residential subdivision. In giving approval the vendor does not accept any liability for the quality of workmanship or construction or materials used.
 - (d) To complete any building within 9 months of laying down the foundations for such building and within 12 months of laying down the foundations to complete all ancillary work such as (fencing and) landscaping AND FURTHER will within 12 months construct in proper and tradesmanlike manner a driveway, or vehicle access in permanent continuous surfacing.
 - (e) Once construction has been substantially completed not to bring on to or allow to remain on the land or any internal road of the subdivision any temporary dwelling, caravan, trade vehicle or other equipment or materials or machinery unless garaged or screened (so as to preserve the amenities of the neighbourhood) and to prevent noise likely to cause offence to residents in the subdivision. No recreational or commercial vehicles or trailers are to be regularly located on the street or footpath nor in front of the building line of the dwelling on the land.
 - (f) Not to subdivide or crosslease the property.
 - (g) Not to construct any road on any part of the said Lot which provides access to any other land adjoining the said Lot.
 - (h) To reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the purchasers use of the land directly or indirectly through the purchasers agents or invitees.
 - (i) Not to permit or suffer any advertisement sign or hoarding of a commercial nature to be on any part of the said Lot or building without prior consent in writing of the vendor.
 - (j) Not to remove any trees planted by the vendor on the Lot without the prior consent in writing of the vendor.
 - (k) To pay the local authority rates and charges incurred as a result of a higher level of service for the ongoing maintenance of roads, reserves, lakes, landscaping, structures and other public amenities in the subdivision.
 - (l) Not to lodge submissions against or object to the establishment of community services (including but not limited to schools, childcare facilities, churches and medical facilities) which are in accordance with the performance standards of the District Plan that are relevant to that activity in a residential zone.

- (m) Should the purchaser be in breach of these covenants, they may be served written notice by the vendor or any other party to these covenants and shall be required to remedy the breach of the covenants within 7 days of receipt of the notice in writing. Should the purchaser fail to rectify the breach in accordance with the notice then upon the expiry of the 7 day notice period the vendor or any other party to these covenants may seek an order from the Court requiring a rectification of the breach and/or preventing any further construction until the breach is rectified and further the purchasers shall be liable to pay to the vendor a penalty sum of \$50.00 per day calculated from the date notice is given with the penalty sum continuing until such time as the breach is rectified and in addition the purchaser shall pay all costs incurred including all professional and legal costs incurred by the vendor or other party to these covenants.
2. The covenants contained in this clause shall run with the Lot and shall at the discretion of the vendor be incorporated in any easement prepared by the vendor or transfer to the purchaser executed pursuant to this Agreement and the purchaser hereby covenants with the vendor that if the purchaser shall transfer, assign or otherwise dispose of his interest in the Lot then he shall make such transfers, assignment or disposition subject to the provisions of this clause and shall procure from the transferee or assignee a Deed of Covenant in favour of the vendor whereby such purchaser or assignee undertakes to fulfill the purchasers obligations under this clause.
 3. The vendors shall not be liable to pay for or contribute towards the cost of erection or maintenance of any fence between any lot shown on the subdivisional plan and any adjoining land owned by the vendors but this condition shall not enure for the benefit of any purchaser of such adjoining land or any part thereof.
 4. The vendor proposes to extensively landscape the subdivision and wishes to maintain this high standard of presentation. From Possession Date the purchaser will regularly mow the section. Should the section become untidy and require mowing the vendor may request the purchaser to have the section mown. If the section has not been mown within seven days of the purchaser receiving such notice then the vendor may have the section mown with the cost recoverable from the purchaser.