

2. GENERAL COVENANTS

2.1 The Covenantor covenants and agrees:

(a) To observe and perform all the Covenants at all times;

and

(b) The Covenants shall run and bind the Burdened Land for the benefit of the Benefited Land to the intent that each of the Covenants will be appurtenant to the Benefited Land.

3. COVENANTS

The Covenantor acknowledges and agrees that the Covenantor will:

- 3.1 Not place or erect on the Burdened Land any buildings other than a new dwelling house, a new minor dwelling and a new ancillary building. Any new dwelling house shall have a closed floor area (including any garage) of not less than 140 square metres.
- 3.2 Not place any second hand, relocated or relocatable dwelling or transportable of any type or description on the Burdened Land.
- 3.3 Not permit the use in the construction of any dwelling house any second hand materials, any flat fibrolite or Hardiplank that is not board and batten, to be used as external wall cladding except for soffits or in association with textured finishes.
- 3.4 Ensure that all subfloor or basement areas of any structure are fully clad prior to occupation.
- 3.5 Complete the construction of any dwelling house on the Burdened Land or any other buildings or structures and the driveway thereof within a period of eighteen (18) months from commencement of construction.
- 3.6 Not permit any rubbish to accumulate or to be placed upon the property nor to otherwise allow the Burdened Land to become unsightly.
- 3.7 Develop and maintain the Burdened Land having regard to good rural practice in the area (including but not limited to generally accepted pasture control by grazing) and shall at all times keep the property clear of all noxious weeds including but not limited to gorse and thistles and shall otherwise comply with all statues regulations and by-laws as may be in effect in respect of the use of the land from time to time.
- 3.8 Not bring onto or allow to remain on the Burdened Land any temporary dwelling or unregistered or unroadworthy or unwarranted motor vehicles unless such vehicles are garaged.

- 3.9 Not permit or allow the Burdened Land or any part thereof to be used as a contractors yard.
- 3.10 Not allow more than one shipping container to be placed upon the Burdened Land which container shall not exceed twenty 20 feet in length.
- 3.11 Not use the Burdened Land as a piggery or as a boarding kennels and cattery or for commercial poultry purposes nor for any purpose which shall prove noxious, noisome or offensive.
- 3.12 Not to reticulate over the Burdened Land (which will include any access lots) any new electricity or telephone connections to the dwelling buildings or other services on the Burdened Land other than by way of underground cables.
- 3.13 Not keep livestock on the property without first installing a seven wire and batten stock proof fence on the boundary of the property.
- 3.14 Not erect or permit to be erected on the Burdened Land any building or other improvements, including site works and landscaping, without obtaining from the relevant authority/authorities all consents and permits required for such works and complying with any consent notice or any other restrictions applying to the Burdened Land as determined by the Auckland Council from time to time.
- 3.15 Not construct any fence or part of any fence with sheet or panel steel, corrugated iron, untextured flat fibrolite, hardiflex or plywood.
- 3.16 Not erect or place or permit to be erected or placed upon the Burdened Land any temporary structure, caravan, vehicle, tent hut or shed to be used for human habitation whether temporarily or otherwise except that which may be used in conjunction with the construction of a dwelling house and which will be removed from the Burdened Land upon completion of the dwelling house provided however that once the dwelling house on the Burdened Land has been completed, caravans and tents may be used for temporary holiday accommodation.
- 3.17 Use only the formed road on the Access Lot for access and will not park/store or leave any vehicle, item of machinery or other object on the Access Lot.
- 3.18 Contribute equally to the costs of maintaining the plantings on the Access Lot and of keeping Access Lot neat and tidy.
4. And the Covenantor agrees that if there shall be any breach or non-observance or non-compliance of any of these covenants and that breach or non-observance or non-compliance continues beyond fifteen (15) days of the date upon which written demand to remedy such breach or non-observance or non-compliance has been made by the Covenantee then without prejudice to any other right:
 - 4.1 The Covenantor shall upon demand pay to the Covenantee as liquidated damages, \$100.00 per day for every day that such breach or non-observance or non-compliance continues beyond fifteen (15) days after the date upon which written demand to remedy such breach, non-observance or non-compliance has been made by the Covenantee.

4.2 The Covenantor may remove or cause to be removed from the Burdened Land any structure or part of a structure or chattels machinery equipment livestock placed or erected on the Burdened Land or any other item in breach or non-observance of the covenants and the Covenantor irrevocably authorises the Covenantor to enter upon the Burdened Land and so anything necessary to remedy any breach at the Covenantor's cost and without being liable for any damage or deterioration caused in the exercise of such powers.