

Building Covenants

1. Purpose

To ensure that all on-site building construction work is undertaken in a safe and competent manner, all infrastructure services and facilities of the subdivision are fully protected and remain operational, and that the peace, privacy and security of each property owner is not adversely affected.

2. Definitions

In these Building Covenants:

Builder means the Lot Owner's builder and all contractors, sub-contractors, workmen and suppliers.

Building Covenants means these building covenants.

Construction Bond means the construction bond agreement entered into between the Developer, Lot Owner and primary Builder pursuant to the agreement for sale and purchase for the Lot.

Development means the Developer's development known as Shannon Farm, of which the Lot forms part, including any open spaces, and associated infrastructure and including any variation to the Development made by the Developer in its sole discretion at any time;

Land Covenants means the land covenants registered against the record of title for the Lot.

Lot means the individual allotment in the Development.

Lot Owner means the registered owner of the Lot.

Developer Builder and **Lot Owner** includes where appropriate the executors, administrators, successors and permitted assignees.

The words defined in the Land Covenants have the same meaning in these Building Covenants.

3. Application design approval

- 3.1 Prior to submitting building plans and building consent applications to any consenting authority for any necessary approvals and prior to commencing the construction of any structure or any associated works on a Lot, the Lot Owner will obtain written approval from the Developer in accordance with the Land Covenants and Design Guidelines.
- 3.2 If the building plans are amended at any time following approval by the Developer pursuant to clause 3.1, the Lot Owner will obtain written approval from the Developer to such amendments.

4. Construction bond

- 4.1 The parties will execute the Construction Bond prior to the Lot Owner commencing the construction of any structure or any associated works on a Lot.
- 4.2 The Lot Owner acknowledges that the form of the Construction Bond may be amended from time to time at the Developer's discretion.

5. Health & safety

The Lot Owner must ensure that the Builder maintains an effective Health & Safety Policy for work carried out within the Development.

6. Noise restrictions and on-site hours of work

6.1 Allowable Hours of Normal Construction Noise

The permitted hours of work in clause 6.3 are subject to the following. Normal construction activity and associated noise is only permitted on the Lot between the hours of 7.00am and 6.00pm each day, with construction noise being limited as required by the provisions of the District Plan.

Particularly noisy work activity must be scheduled to avoid the earlier and latter part of the day. All unavoidable noise in the earlier and latter part of the day must be very carefully controlled and monitored.

6.2 Unacceptable Noise Levels

The Developer reserves the right to enter onto the Lot and require the immediate cessation of building activity that in the Developer's sole determination is causing unacceptable noise or nuisance. The Lot Owner will ensure that the Builder immediately complies with any such requirement of the Developer.

6.3 On-Site Work Hours

Subject to clauses 6.1 and 6.2 above, works may only be undertaken on the Lot between the hours of 7.00am and 10.00pm each day, unless otherwise agreed in writing with the Developer.

7. Fencing

The Lot must be fully fenced prior to any building construction works commencing. All fencing, other than temporary construction fencing, must comply with the Design Guidelines.

8. Lot access

8.1 Prior to commencing construction on the Lot, the Builder must establish a single construction access point (unless otherwise agreed by the Developer).

8.2 The Lot Owner and the Builder must not use adjacent land, footpaths or recreation areas abutting any Lot for access (other than the access approved by the Developer) or for dumping of rubbish. The Lot Owner shall be responsible to the Developer for all costs arising from damage to any landscaping, swales, roads, footpaths, kerbing, berms, concrete or other structures arising directly or indirectly from any access or use by the Lot Owner or the Builder.

9. Protection and reinstatement of irrigation system

When a vehicle crossing from the road to the Lot is constructed, any irrigation line in this location is to be protected and shall not be damaged, removed or modified in any way. To ensure this condition is met the Lot Owner or Builder shall:

- (a) When the crossing is excavated and before back-filling, make a thorough examination of the irrigation pipe network. Any signs of damage must be reported immediately to the Developer and no repairs are to be made by the Builder or Lot Owner;
- (b) If repairs are required, ensure there are no joins under the vehicle crossing. New sections of pipe must be installed with joiners fitted at least 500mm either side of the concrete nib for easy access. The Lot Owner is liable for the cost of any repairs; and
- (c) Before back-filling arrange with the Developer for the irrigation system to be tested to identify any damage. If the Lot Owner or Builder fails to make such arrangements with the Developer as required above and damage to the irrigation line becomes apparent, the Lot Owner and Builder shall be liable, at its sole cost, for all necessary repairs to the irrigation system, including the removal and reinstatement of any backfilling and/or sealing works already completed.

10. Builders' site sheds

All Builders' site sheds shall be placed on the Lot no earlier than the commencement of the building works. The sheds and other structures must be immediately removed from the Lot upon completion of the building works.

11. Loading, unloading & storage of materials during construction

All loading, unloading, delivery and storage of materials shall take place within the bounds of the Lot. No unloading, delivery or storage of materials is permitted on any swale, footpath, verges, berm areas or adjacent lots.

12. Parking of trades & delivery vehicles during construction

No vehicles may be parked on the swale, footpath, verges, berm areas or adjacent lots. Any vehicle that deposits oils or other damaging material must be removed from the area and the damage made good.

13. Toilet facilities

13.1 No toilets other than porta-loo style toilets will be allowed on a Lot during the building construction period.

13.2 They should be located as far from the Lot entrance, neighbouring Lots and roadways as practical.

14. Erosion and air quality control

14.1 All exposed earth and disturbed areas of the Lot must be protected from wind and water erosion during and after construction. Exposed areas should be covered with matting and/or replanted as soon as possible.

14.2 Special attention should be given to preventing any sediment or other material being deposited, or run off of silt and other debris into waste water pipes, stormwater drains and other waterways.

14.3 All discharges of smoke, odour, particulate matter or gas must not be noxious, dangerous, offensive or objectionable outside the Lot.

15. No animals

During the building construction period no animals of any kind are permitted on the Lot or within the confines of the Development.

16. Rubbish removal

16.1 Appropriate rubbish skips shall be kept within the Lot for all rubbish and shall be cleared at regular intervals. At no time shall rubbish be permitted to escape outside of the Lot, or be permitted to cause an unsightly mess within the Lot.

16.2 Burning of rubbish or any other material on the Lot is expressly prohibited.

17. Street cleaning & vehicle spillage

17.1 The Builder shall ensure that all employees, contractors, sub-contractors or sub-trades conduct a daily clean-up of the Lot, including a sweep up of any excess material, including mud and dirt, in the road, gutters and on the footpath.

17.2 All spillages of any material, including mud and dirt, must be removed immediately from swales, footpaths, berms and roads. The Lot Owner and Builder will be liable for the cost of repairing any damage caused by the Lot Owner or Builder to swales, footpaths, berms and roads, including scuffing or road surface damage.

17.3 The washing down of any vehicle used during the building construction period is not permitted anywhere within the Development.

- 17.4 Prior to commencing construction on the Lot, the Builder will install kerb ramps to protect the kerb and channel outside the Lot during construction. The Builder will remove such kerb ramps following completion of construction.

18. Signage & street or lot numbers

No sign shall be constructed or displayed on the Lot unless it is a standard Builder's sign, in which case such sign or signs must be removed upon completion of the construction works. Each sign must be kept in good condition.

19. Land covenants, building covenants and design guidelines

- 19.1 The Lot Owner confirms that they have read and understand the requirements of the Land Covenants, these Building Covenants and Design Guidelines, and confirms that they will inform their Builder of the Builder's obligations and responsibilities in respect of these Building Covenants.
- 19.2 The Developer reserves the right to make any changes to these Building Covenants, the Land Covenants and the Design Guidelines from time to time as it elects (in its sole discretion).
- 19.3 Neither the Developer nor its representatives shall be liable for any structural, functional or safety aspects in respect of any dwelling design as the Design Guidelines relate to aesthetic compatibility only. The Builder and Lot Owner shall ensure that the building work fully complies in all respects with the Land Covenants and these Building Covenants, and with all applicable New Zealand standards and regulations and local authority ordinances and bylaws, the New Zealand Building Code and all applicable statutes.
- 19.4 The Lot Owner will obtain, at its cost, all relevant consents and permits required for the construction of a dwelling on the Lot from the Relevant Authorities.
- 19.5 Each Lot in the Development has a number of controls set down as part of the subdivision consent for the Development. These controls are contained within consent notices registered against the record of title for each Lot. The Lot Owner will comply with the consent notices registered against the record of title for the Lot and will inform the Builder of the requirements of these consent notices.

20. Enforcement

- 20.1 Notwithstanding the provisions of the dispute resolution clause, if the Lot Owner or Builder breaches any of these Building Covenants the Lot Owner and the Builder must, upon written notice being given by the Developer, at their cost:
- (a) make every endeavour and take all necessary steps to remedy the breach of these Building Covenants; and
 - (b) carry out such other remedial work specified in the Developer's notice and any other work required to remedy the breach of these Building Covenants; and
 - (c) cease any activities being undertaken in breach of these Building Covenants; and
 - (d) pay to the Developer liquidated damages of \$1,000.00 per day for every day that such breach of these Building Covenants continues beyond 10 Working Days after the date upon which written notice is given by the Developer (or its agent) to the Lot Owner and the Builder.
- 20.2 If the Lot Owner and/or the Builder do not remedy the breach of these Building Covenants within 10 Working Days of the date of service of written notice, the Developer will also have the right (but no obligation) to do whatever may be reasonably required to remedy the breach (including entering the Lot), to recover any costs incurred by the Developer from the Lot Owner as a liquidated debt and to offset any such costs against the Construction Bond.
- 20.3 The Lot Owner and Builder must meet all costs incurred by the Developer in relation to the preparation and service of any notice demand under clause 20.1.
- 20.4 Any notice given by the Developer will be deemed to have been served to the Lot Owner and Builder if sent to the email address of the lawyer or law firm that signed and certified the transfer of the Lot to the Lot Owner.

20.5 The Lot Owner and Builder will at all times indemnify the Developer from all proceedings, costs, claims and demands in respect of breaches by the Lot Owner or Builder of any of the stipulations, restrictions and covenants in these Building Covenants.

21. Presumption of liability

If any damage is caused to any part of the Development which is either owned by the Developer or vested in a Relevant Authority and which fronts onto the Lot, such damage will, in the absence of proof to the contrary, be deemed to have been caused by the Lot Owner and will constitute a breach of these Building Covenants for the purposes of clause 20 without the Developer having to make any further enquiries.

22. Dispute resolution

Any dispute arising concerning any aspects of these Building Covenants that cannot be resolved by agreement between the parties shall be resolved in accordance with the Dispute Resolution clause of the Land Covenants.