

## **MAHIA SANDS LIMITED ("MSL") – PROTECTIVE COVENANTS**

### **1.0 PROTECTIVE COVENANTS**

- 1.1 The Registered Proprietor acknowledges and agrees with MSL that the property is part of a development which is intended to be established as a modern and well designed coastal subdivision. The parties agree that it is desirable to protect the value, amenity and wider interests of all proprietors of lots ("the lots") in the subdivision that controls are in place to ensure the appropriate standard of subdivision is maintained. The Proprietor for itself and its successors in title to the Property hereby covenants with MSL for itself and its successors in title as set out in clauses 2-5 hereof.

### **2.0 BUILDING & LANDSCAPING**

- 2.1 All buildings or structures erected on the property shall comply with the design performance standards set out in point's (a) and (b) herein:
- (a) No building, structure or vegetation shall exceed the assigned height restriction as per attached plans.
  - (b) Buildings and structures shall be finished with low reflectivity materials and/or paint with maximum reflectivity of up to 25% permitted for roofs and up to 35% permitted for walls.
- 2.2 The Proprietor shall ensure that the construction of the dwelling and any accessory buildings (including any exterior painting) are completed within 18 months from the date on which construction commences. For the sake of clarity, construction commences at the commencement of any on-site work.
- 2.3 The Proprietor shall ensure that any dwelling relocated on to the property and any accessory building(s) shall be new and practically complete (including exterior finishing and landscaping) within 12 months from the date on which the dwelling and/or any accessory building(s) are placed on the property.
- 2.4 No areas of base clay or earth are to be permanently exposed and the Proprietor shall ensure that any retaining walls and/or exposed banks are planted in grass or shrubs within 12 months of completion of construction.

### **3.0 GENERAL**

- 3.1 The Proprietor agrees to maintain the property in a tidy condition, this covenant requiring (but not by way of limitation), regular mowing of grass, spraying of weeds and clearing of any rubbish.
- 3.2 The Proprietor shall not use or permit the property to be used as boarding kennels or as a cattery or any similar use.
- 3.4 The Proprietor shall not occupy or camp on the property for a continuous period exceeding 12-weeks (i.e. occupying in a caravan, campervan or other temporary facility) prior to construction of a dwelling.
- 3.5 The Proprietor shall repair and make good any damage to adjoining properties and / or to any roads, verges or footpaths within the subdivision, resulting from the construction of any dwelling or any site works.

#### **4. LIABILITY**

- 4.1 MSL will not be liable to the Proprietor (or any other registered proprietor for the time the time being of the lots) in connection with the enforcement or non-enforcement of the above protective covenants or the exercise or non-exercise of any power or discretion conferred on MSL under the above covenants.

#### **5. BREACH**

- 5.1 In the event of the breach of any of the covenants contained herein and without prejudice to any other liability which any registered proprietor for the time being of any of the lots may have to any person having the benefit of these covenants, the Registered Proprietor of the lot in respect of which there is a breach or non-observance, shall on demand by either MSL, its successor or assignee or on demand by the registered proprietors of the majority of the other sections on the same subdivision plan:

- (a) Pay to the demander, the sum of \$150 for each day that the breach or non-observance persists. This sum together with the costs incurred in enforcing the covenants will constitute a debt due to the demander and shall be recoverable by it as liquidated damages; and
- (b) Remove or cause to be removed from that lot, any building or improvement used, erected, altered, repaired or decorated in breach or non-observance of the covenants herein; and
- (c) Otherwise take all steps necessary to remedy the breach or non-observance of the covenants here.