

Form L

Annexure Schedule

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Annexure Schedule 2

The Covenantor and its successors in title covenants and agrees with the Covenantee and its successors in title as covenants intended to be binding on the relevant burdened Lots and (with the exception of Covenant 5) run with the relevant benefitted Lots as detailed in Covenants hereunder. Covenant conditions specified hereunder shall apply in respect of all Covenants.

The burdened land for the Covenants is the land hereby sold and such other Lots on the Scheme Plan attached as the Vendor determines. The benefitted land for the Covenants is such Lots on the Scheme Plan attached as the Vendor determines and such other land as the Vendor determines.

COVENANT 1 – REQUIREMENTS PENDING ERECTION OF DWELLING

Prior to completion of erection thereon of a dwelling:

- (a) Each burdened Lot must be maintained in a neat and tidy condition and to a standard that grass and other ground cover does not exceed a height of 100mm.
- (b) There must not be erected or placed on a burdened Lot any items whatsoever including specifically but not by way of limitation building materials, vehicles, trailers, boats, containers or signs, excepting only a builder's shed placed on a burdened Lot immediately prior to commencement of construction of a dwelling and building materials placed on a burdened Lot immediately prior to incorporation of those materials into a dwelling to be constructed on the relevant burdened Lot.
- (c) A burdened Lot must not be used for any form of residential purposes whether by way of construction of temporary buildings or by the placement of containers, caravans, modular homes, mobile homes, motor homes, house trailers, buses, huts, tents or vehicles able to be used for habitation.
- (d) A burdened Lot must not be permitted to discharge sediment from the burdened Lot and the Proprietor of each burdened Lot must ensure that any necessary erosion and sediment control measures are installed and maintained sufficient to ensure that sediment is not discharged from the Lot.
- (e) Until a dwelling is erected on a burdened Lot Universal Developments Hawea Limited or its nominee in that regard shall be entitled to enter onto the burdened Lot without prior notice and carry out any mowing of grass and other work needed to ensure compliance with these covenants and to charge the Proprietor of the burdened Lot for this service.

COVENANT 2 – DESIGN CONTROLS

Part 1 – Permanent Controls

No Proprietor shall erect or permit or suffer to remain on a burdened Lot:

- (a) Any building or other structure exceeding one storey in height.
- (b) Any building or other structure exceeding a height 5 metres above ground level existing as at date of registration of this Covenant Instrument (but a chimney, television or radio aerial or reception disk or similar item may exceed the maximum permitted height so long as no vertical section of the portion exceeding the maximum permitted height is greater than 2.5 m² in area).
- (c) Buildings or other structures including fences which are not substantially manufactured on the burdened Lot.
- (d) Buildings or other structures including fences which are not manufactured using new materials.
- (e) More than one Residential Unit (inclusive of one Residential Flat) on a burdened Lot, the definitions for Residential Unit and Residential Flat being as defined in the Queenstown Lakes District Operative District Plan effective as at 1 January 2021.
- (f) Any building or other structure including fences which incorporates any of the following:
 - Bricks or concrete blocks as an external finish unless plastered over.
 - Tile roofs or metal imitation tile roofs.
 - Hip roof ends facing a road.
 - White spouting.
 - Spouting or downpipes that are not either colour matched to the roof or colour matched to the building face that they are fixed to.

Part 2 – Controls prior to 1 January 2031

Prior to 1 January 2031 no Proprietor shall erect or permit or suffer to remain on the Lot owned by that Proprietor any building or other structure including any fence unless:

- (a) The plans and specifications, including details of siting, colours, external design, materials and finish have been approved in writing by Universal Developments Hawea Limited or a person or entity nominated by Universal Developments Hawea Limited for this purpose, and the building or other structure including any fence is constructed in accordance with and remains in accordance with the plans and specifications as approved. Universal Developments Hawea Limited shall not unreasonably or arbitrarily withhold or delay approval of plans and specifications. In the event that Universal Developments Hawea Limited or its nominee in that regard cannot be contacted, or unreasonably withholds or delays its decision in relation to approval, the decision regarding approval may be made by an Architect appointed on the application and at the cost of the relevant burdened Proprietor by the President or Vice President for the time being of the New Zealand Law Society. Approval of plans and specifications will not constitute granting of a dispensation from compliance with any covenant unless, and then only to the extent that, the details of the dispensation are specifically referred to by Universal Developments Hawea Limited or its nominee in the terms of the approval; and
- (b) The same complies with paragraphs 5-24 of Decision C from SH200005 (copy **attached**).

COVENANT 3 – GENERAL COVENANTS

No Proprietor shall permit or suffer on a burdened Lot:

- (a) Further subdivision of the burdened Lot (subdivision for this purpose having the same meaning as “subdivision of land” as defined in section 218 of the Resource Management Act 1991).
- (b) Any external lighting which is not screened and directed downwards so as to prevent unnecessary light spill and unnecessary interference with night skies.
- (c) Any tree or shrub or other plant or any part thereof which is within 2 metres of any boundary with another Lot and which exceeds the height of 1.8 metres above ground level existing as at date of registration of this Covenant Instrument.
- (d) That the period for completion of any building works on a burdened Lot exceed 18 months from the date of commencement of such building work.
- (e) That the period for completion of hard surfacing with concrete, asphalt or pavers of all areas intended for driveways, footpaths and vehicle parking areas exceed three months from the date of completion of construction of a dwelling.
- (f) That the period for completion of earthworks and landscaping exceed 12 months from the date of completion of construction of a dwelling.
- (g) That any buildings on a burdened Lot be occupied or used as a dwelling unless such building has been substantially completed in accordance with these Covenants and any Local Authority building consent requirements, and a Code Compliance Certificate under the Building Act 2004 has been issued in respect of the same, or any equivalent requirement under any amendment of or replacement for the Building Act 2004 has been satisfied.
- (h) That any temporary building or hut or tent or caravan or mobile home or motor home or house trailer or buses or other vehicle on the burdened Lot be used for any form of temporary or permanent habitation.
- (i) That rubbish accumulate or be placed thereon, and will mow lawns and properly maintain and cultivate all vegetation on the burdened land and to this effect shall not permit growth of grass and other vegetation to the stage that it becomes long or unsightly.
- (j) That any rubbish or waste or materials for recycling, or any container or receptacle used or intended to be used for collection of rubbish or waste or materials for recycling is left in a position where the same is not screened from viewing, to the purpose and intent that the same are not visible from the road except during such periods as are reasonable when the same are awaiting collection or emptying.
- (k) That building materials or gravel or sand are stored on the property after completion of any building works and associated earthworks and landscaping.
- (l) That any second hand or relocatable or temporary building or structure is brought onto or allowed to remain on the burdened Lot save that a builder's shed shall be permitted during the period of construction of a residence on the burdened Lot.
- (m) In respect of Lots 11 – 26 and 50 – 61
 - (i) removal or interference with or failure to keep in good order and repair the posts and rail fence installed at or about the Cemetery Road boundary; nor
 - (ii) installation of any form of fencing other than the abovementioned post and rail fence within 4.5 metres of the Cemetery Road boundary.

COVENANT 4 – NON-OBJECT COVENANT

No Proprietor of a burdened Lot shall at any time hereafter:-

- (a) Directly or indirectly submit in opposition to, or support any submission in opposition to:
 - (i) Any present or future Application for any resource consent or other consent made by Universal Developments Hawea Limited or made on Universal Developments Hawea Limited's behalf or supported in part or in full by Universal Developments Hawea Limited that relates wholly or in part to the benefitted land;
 - (ii) Any change to or variation or review of any District Plan or Proposed District Plan or Regional Plan or Proposed Regional Plan which is promoted by Universal Developments Hawea Limited or which is promoted by a Local Authority or other entity or person and which Universal Developments Hawea Limited supports;

and nor will it permit or suffer any agent or employee or other representative or any tenant of the Proprietor of the burdened Lot to do so;

- (b) Directly or indirectly oppose Universal Developments Hawea Limited's interest in any appeal arising from any Application, and nor will it permit or suffer any agent or employee or other representative or any tenant of the Proprietor of the burdened Lot to do so;
- (c) In this Covenant "Application" means any application, change, variation or review of the nature described in (a) (i) and (ii) above and includes (but not by way of limitation) any application under the Resource Management Act 1991 or the Sale and Supply of Alcohol Act 2012 or any amendments thereof or any enactments in replacement or substitution for either for those enactments.

Each Proprietor of a burdened Lot hereby grants to Universal Developments Hawea Limited authority for Universal Developments Hawea Limited, on behalf of the proprietor of the burdened Lot and on behalf of any tenants of the proprietor of the burdened Lot, to sign a written approval in respect of any application referred to in (a)(i) and (ii) above and confirms that this authority is given in consideration of Universal Developments Hawea Limited agreeing to transfer the burdened Lot to the proprietor of the burdened Lot or his or her predecessors in title, and that it is acknowledged that this authority may be used for the benefit of the interests of Universal Developments Hawea Limited or other persons or entities that Universal Developments Hawea Limited wishes to benefit. The proprietor of the burdened Lot acknowledges that production of an agreement for sale and purchase including this provision or copy of a registered covenant including this position shall be sufficient evidence for all purposes of the authority given to Universal Developments Hawea Limited, but nevertheless the proprietor of the burdened Lot shall if so required forthwith upon demand and without further consideration provide to Universal Developments Hawea Limited documents signed by the proprietor of the burdened Lot and any tenant of that proprietor confirming the approvals detailed herein, and affirming and ratifying any actions taken by Universal Developments Hawea Limited pursuant to this authority.

Specifically the proprietor of the burdened Lot acknowledges that the within covenant is given envisaging that various residential, commercial, mixed use or other zones may in future be proposed on parts of the benefitted land and applications may be made for consent for activities which are not permitted as of right on the benefitted land or parts thereof and that the effect of this covenant is that the burdened proprietor will not be able to oppose, and will if so required by Universal Developments Hawea Limited approve, proposals or applications by Universal Developments Hawea Limited, or proposals or applications that Universal Developments Hawea Limited supports in respect of any benefitted land.

COVENANT 5 – FENCING COVENANT

Each burdened Lot is subject to fencing covenant as defined in section 2 of the Fencing Act 1978 in favour of each benefitted Lot so long as Universal Developments Hawea Limited remains the proprietor of the relevant benefitted Lot.

COVENANT CONDITIONS

- (a) Universal Developments Hawea Limited may at any time by Deed revocably or irrevocably delegate or transfer or assign any or all of its functions, powers and entitlements under these covenants to any other company or person. Any Deed made for the purpose of this provision may give the delegate, transferee or assignee right to further delegate or transfer or assign the relevant functions, powers and entitlements.
- (b) Neither Universal Developments Hawea Limited nor any nominee, delegate, transferee or assignee nor any Architect appointed pursuant to these covenants shall be liable to any person in relation to exercise or non-exercise of any power or discretion conferred hereunder if such party has acted in good faith.
- (c) Any decision by Universal Developments Hawea Limited or any nominee, delegate, transferee or assignee or any Architect appointed hereunder may be given subject to amendments to the proposal or to conditions and the Proprietor of the burdened Lot must comply on an ongoing basis with such amendments or conditions.
- (d) Apart from in respect of Covenant 2 Part 1(b) in relation to a 5 metre height restriction (where there will be no power to grant dispensation) Universal Developments Hawea Limited or any nominee or any person or entity to which functions, powers and entitlements under this covenant have been delegated transferred or assigned may, so long as it is entitled to exercise those functions, powers and entitlements, grant dispensation to any proprietor of a burdened Lot in respect of any matter or thing which would otherwise constitute a breach of any covenant or covenants. If any dispensation is granted subject to amendments or conditions those amendments or conditions must be complied with on an ongoing basis by the proprietor of the relevant burdened Lot.
- (e) Universal Developments Hawea Limited or its nominee, delegate, transferee or assignee shall have no obligation to enforce any covenant herein, nor any other legal obligation in the event of breach of any covenant herein.
- (f) For avoidance of doubt reference in covenants to buildings or structures includes appurtenances placed on or fixed to buildings or structures and including specifically but not by way of limitation TV aerials and other aerials or masts, radio or satellite reception dishes and other communication equipment, heat pumps and air conditioning equipment, solar panels or solar heating equipment and windmills and similar equipment.
- (g) Should any covenant or condition or any part thereof herein be held to be illegal, void, invalid or unenforceable in any respect then that covenant or condition or the relevant part thereof shall be severed and the remaining covenants and conditions or parts thereof shall continue in full force and effect.
- (h) The covenants herein shall cease to apply to any part of the burdened and benefitted land which is intended to vest in the Crown or any Territorial Authority or any utility company as a road, reserve or utility site upon a survey plan relating to such vesting or transfer being approved as to survey and being accepted for deposit by Land Information New Zealand or any successor to Land Information New Zealand. Should anything further be required from any burdened or benefitted Proprietor or mortgagee to effect vesting of a road, reserve or utility site the relevant burdened or benefitted Proprietor shall without further consideration immediately upon demand do and sign all things necessary to effect such vesting.