



# Proposed Land Covenants.



RIVERSIDE GROVE  
TUAKAU

[www.riversidegrove.co.nz](http://www.riversidegrove.co.nz)

## Annexure B - RIVERSIDE GROVE LAND COVENANT

### 1. Land Covenants (“Covenants”)

1.1. The Grantor and the Grantee wish to protect the visual concept and integrated appearance of the Riverside Grove Subdivision as a whole. To achieve this, the Grantor hereby covenants with the Grantee, as registered proprietors, as set out below and hereby requests that such covenants be noted against all the titles having the benefit and those having the burden of these Covenants.

1.2. These Covenants shall:

- (a) run with each residential Lot in the relevant Stage of the Riverside Grove Subdivision, (subject to the right of Hughes Developments Limited to include further Lots in, or exclude Lots from, the Covenants, as it sees fit in its discretion); and
- (b) be for the benefit of and appurtenant to each residential Lot in the relevant Stage of the Riverside Grove Subdivision, (subject to the right of Hughes Developments Limited to include further Lots in, or exclude Lots from, the Covenants, as it sees fit in its discretion); and
- (c) all expire on **1 January 2033** and be void for all purposes including antecedent breach.

Provided that and notwithstanding the foregoing, the within Covenants shall cease to have any effect on any allotments which shall vest or be dedicated as road or reserves in any subsequent stages of the Subdivision. Such date of cessation shall be the date of approval of the subdivision plan for the relevant stage by the territorial authority.

### 2. Interpretation

2.1. For the purposes of these Covenants:

- (a) “**Allow**” includes do, facilitating, permitting and suffering.
- (b) “**Approval**” or “**Approved**” means an approval or consent obtained in accordance with clause 3 of these Covenants.
- (c) “**Building**” includes all structures and construction, including (but not limited to) dwelling houses, flats, units, garages, glass-houses and sheds.
- (d) “**Completion Certificate**” means a certificate issued by Riverside Grove confirming that all Buildings and Landscaping Features have been completed in accordance with the terms of these Covenants.
- (e) “**Construct**” and “**Construction**” includes to install, erect, relocate, repair, renovate, replace or place on the Land, Lot or in any Building and also includes “**Allow**” to construct.
- (f) “**Corner Lot**” means any Lot having two street fronting boundaries.
- (g) “**Land**” and “**Lot**” means any lot having the burden and/or the benefit of these Covenants as described in clause 1.2 above.

- (h) **“Landscape Features”** includes all fences, walls, wind-breaks, washing lines, letterboxes, satellite dishes, street &/or house numbering and the design of that lettering or numbering), kerbs, footpaths, road frontages, planting of trees, shrubs and plants, driveways, driveway crossings, entranceways and concrete areas.
- (i) **“Riverside Grove”** means Hughes Developments Limited.
- (j) **“Primary Street Frontage”** means, in respect of a Corner Lot, the street facing boundary upon which the driveway has been or is to be constructed.
- (k) **“Secondary Street Frontage”** means, in respect of a Corner Lot, the street facing boundary upon which no driveway has been or is to be constructed.
- (l) **“Subdivision”** and **“Riverside Grove Subdivision”** means all of the residential Lots contained on DP [ ] and on any other land title plan deposited at Land Information New Zealand by Hughes Development Limited in respect of land located at Escotts Road, Tuakau, and shall include any subsequent stages in the Subdivision.

2.2. The following provisions shall apply in the construction and interpretation of this instrument (unless the context otherwise requires):

- (a) the headings are for convenience only and shall not affect the interpretation of this instrument;
- (b) words importing the singular number include the plural and vice versa and the masculine gender includes the feminine and neuter genders and vice versa;

### 3. Approvals

3.1. All approvals or consents required by these Covenants shall be in writing from Riverside Grove (or its appointed agent) and shall be:

- (a) obtained by the Grantor prior to any work being carried out on the Land; and
- (b) shall be given or refused in the sole, absolute and unfettered discretion of Riverside Grove; and
- (c) subject to Riverside Grove reserving its right to approve requests for one party without creating any form of precedent for another party. Further, Riverside Grove may refuse an identical request from another party without having to give reasons.

3.2. When Riverside Grove exercises its discretion (as referred to in clause 3.1 above), it may also take into account its own assessment of the effects on any land, Building, the visual concept, or integrated appearance of all or any lots in the Subdivision.

3.3. Without limiting its discretion, Riverside Grove may refuse to approve some dwelling or alteration plans or landscape designs and plants if such could, in its sole opinion, have a shade or other detrimental or negative affect on other Buildings or other land in the Subdivision, now or at a later date.

- 3.4. In considering any request from a Grantor for a Completion Certificate in respect of a particular Lot, Riverside Grove will assess whether the Building and all Landscape Features have been constructed or planted on that Lot in compliance with:
- (a) Any plans previously approved by Riverside Grove;
  - (b) The terms of any other Approval given by Riverside Grove in relation to that Lot;
  - (c) the terms of this Covenant; and
  - (d) the terms of any guidelines issued by Riverside Grove from time to time.
- 3.5. The address of Riverside Grove (or its agent) for approvals is the office for the time being of Riverside Grove which at the date hereof is 8 Millbank Lane, Merivale, P.O. Box 848, Christchurch 8140 (email: jane@hughesdevelopments.co.nz).

#### **4. Covenants**

##### **Prior approval of Building Plans**

- 4.1. Without first receiving the Approval of Riverside Grove the Grantor **shall not** commence construction of any Building, use any building plans, site plans, specifications (including all exterior colour schemes) which have not been Approved by Riverside Grove prior to any site work or Building commencing.

##### **Approval of Landscape Plans**

- 4.2. Without first receiving the Approval of Riverside Grove the Grantor **shall not** commence construction of any Landscape Feature, use any landscaping and/or all planting plans, or fencing designs, which have not been Approved by Riverside Grove prior to any construction of Landscape Features commencing.

- 4.3. Without limiting clause 4.2 above, landscaping plans shall be:

- (a) Submitted to Riverside Grove for Approval not later than **three (3) months** following the submission of any building plans under clause 4.1 above; and
- (b) Shall be prepared in a digital format and not in hand-drawn form; and
- (c) Shall include sufficient detail to clearly identify plant quantities, locations, species and grade, together with all driveway specifications, fencing elevations (including stain colour), letterbox design and any other Landscaping Features.

##### **Occupation as Residence**

- 4.4. Without first receiving the Approval of Riverside Grove the Grantor **shall not** allow any Building on the Land to be occupied as a residence in any way until, (with respect to all Buildings and Landscape Features on that same Lot):

- (a) the Code Compliance Certificate(s) has been issued by either the Waikato District Council or an approved Building Certifier; and
- (b) the Buildings and all Landscaping Features have been completed in accordance with all the terms of these Covenants (including the terms of any Approval granted by Riverside Grove) and in accordance with any guidelines issued by Riverside Grove from time to time; and

- (c) all exterior work and decoration, as approved, are completely installed; and
- (d) all driveways, paths, fences and other Landscape Features are completed in accordance with these Covenants (including the painting, staining or finishing of all fences); and
- (e) all unpaved areas viewable from the street are properly grassed or/and landscaped according to the Approved plans; and
- (f) The Grantor has requested and received from Riverside Grove a Completion Certificate.

#### **Building**

4.5. Without first receiving the Approval of Riverside Grove the Grantor shall not:

- (a) Construct on the Land any relocated Building or any Building or Landscape Feature other than one constructed on site from new, unused materials.
- (b) Use exterior cladding of any material for any Building other than brick, colour steel, natural stone, textured plaster, stained timber plywood or stained timber weather-board, surface coated concrete block, stucco, linear weatherboards, solid plaster or glazing or a combination of the above.
- (c) Leave the outside of any Landscape Feature or Building unfinished, or any exterior walls or doors unpainted or unstained except where cedar cladding or decorative brick/stone are used.
- (d) Use as a roofing material on any Building any material other than:
  - (i) Tiles, (including clay, ceramic, concrete, decramastic, pre-coated or pressed steel), or
  - (ii) Colour steel (including pre-painted, long-run pressed or rolled steel), or
  - (iii) Wooden shingles, or
  - (iv) Slate, or
  - (v) Membrane roofing, or
  - (vi) A roofing material approved by Riverside Grove.
- (e) Allow the Land to be used for any form of temporary residential purposes either by the construction of temporary Buildings or by the placement of caravans, huts and/or vehicles able to be used for human habitation.

#### **Site Coverage**

4.6. Without first receiving the Approval of Riverside Grove [*or unless expressly permitted by these Covenants in respect of a particular Lot*], the Grantor shall not:

- (a) Construct or place or permit to be placed on the Land any Building (which is to be used as a residence):

- (i) Which has a floor area of less than 140m<sup>2</sup> (including a garage under one roof) on Lots less than or equal to 550m<sup>2</sup> in area; or
  - (ii) Which has a floor area of less than 170m<sup>2</sup> (including a garage under one roof) on Lots more than 550m<sup>2</sup> in area but less than or equal to 650m<sup>2</sup> in area; or
  - (iii) Which has a floor area of less than 200m<sup>2</sup> (including a garage under one roof) on Lots more than 650m<sup>2</sup> in area.
- (b) Construct on any Lot more than one Building to be used as a residence.
  - (c) Construct what is in the reasonable opinion of Riverside Grove, a Building greater in height than one storey.
  - (d) Construct on any Lot a single garage unless a separate car parking area is also provided within the Lot which area shall not impede or otherwise interfere with clear access to the said garage.

#### **Street Frontage**

4.7. Without first receiving the Approval of Riverside Grove the Grantor shall not:

- (a) Construct or place or permit to be placed on any Lot which is not a Corner Lot any Building (which is to be used as a residence):
  - (i) Which has a building setback of less than 3.0m from the front boundary on Lots less or equal to 550m<sup>2</sup> in area; or
  - (ii) Which has a building setback of less than 4.0m from the front boundary on Lots more than 550m<sup>2</sup> in area.
- (b) Construct or place or permit to be placed on any Corner Lot any Building (which is to be used as a residence):
  - (i) Which has a building setback of less than 4.0m from the Primary Street Frontage boundary and a building setback of less than 3.0m from the Secondary Street Frontage boundary on Lots less than or equal to 550m<sup>2</sup> in area; or
  - (ii) Which has a building setback of less than 4.0m from each of the Primary Street Frontage boundary and the Secondary Street Frontage boundary on Lots more than 550m<sup>2</sup> in area.
- (c) Construct or place or permit to be placed on the Land (including a Corner Lot) any Garage structure:
  - (i) Which has a building setback of less than 5.5m from the front boundary on any lot where the garage door faces the road; or
  - (ii) Which has a building setback of less than 4.0m from the relevant boundary on any lot where the garage door does not face the road.

### **Landscape Features and Fences**

4.8. Without first receiving the Approval of Riverside Grove the Grantor shall not :

- (a) Construct on the Land any Landscape Features, the plans and specifications of which have not been approved by Riverside Grove. Guidelines as to acceptable fence solutions will be issued from time to time by Riverside Grove. Clauses 4.8(b) to 4.8(e) inclusive shall be read subject to the requirement for prior written Approval in accordance with this clause 4.8(a) and clause 3 of these Covenants.

#### **Fences parallel to Primary and Secondary Street Frontages**

- (b) Construct on any Lot any fence between the front or side building façade of any dwelling constructed on the Lot and either the Primary Street Frontage or Secondary Street Frontage of such Lot, unless such fence:

- (i) Does not exceed 1 metre in height;
- (ii) Is set back 1 metre from both the Primary Street Frontage and the Secondary Street Frontage of the Lot;
- (iii) Is a Stratco tubular “pool fence” being satin black in colour and flat top in profile; and
- (iv) Is complemented by hedging of a variety as set out in any guidelines issued by Riverside Grove from time to time, planted at intervals of 600mm alongside the street facing side of the fence, and which hedging is maintained to a height not exceeding 1.5 metres.

- (c) Construct on any Lot any other fence parallel to a Primary Street Frontage or Secondary Street Frontage unless such fence:

- (i) Is set back at least 300mm from the front or side building façade of any dwelling constructed on the Lot;
- (ii) Does not exceed 1.8 metres in height; and
- (iii) Is of a type specified for “Privacy Fences” as set out in any guidelines issued by Riverside Grove from time to time,

#### **Fences adjacent to reserves**

- (d) Construct on any Lot any fence parallel to the boundary of the said Lot as is adjacent to a reserve unless such fence:

- (i) Does not exceed 1.2 metres in height;
- (ii) Is erected on the reserve boundary;
- (iii) Is a Stratco tubular “pool fence” being satin black in colour and flat top in profile; and

- (iv) Is complemented by hedging of a variety as set out in any guidelines issued by Riverside Grove from time to time, planted at intervals of 600mm alongside the dwelling facing side of the fence, and which hedging is maintained to a height not exceeding 1.5 metres,

**nor shall** the Grantor be entitled to modify or remove any such fences or hedging as have been constructed or planted as at the date of these Covenants.

**Fences along other boundaries**

- (e) Construct on any Lot any fence between the Lot and an adjoining residential Lot, a right of way or a utility lot, unless such fence:
  - (i) Does not exceed 1.8 metres in height;
  - (ii) Is set back at least 3 metres from the Primary Street Frontage and the Secondary Street Frontage; and
  - (iii) Is of a type specified for “Side and Rear Fences” as set out in any guidelines issued by Riverside Grove from time to time.

**nor shall** the Grantor be entitled to construct no fence at all on the boundaries set out on this clause 4.4(e).

- (f) Construct on the Land any contractor’s temporary fence other than as set out in any guidelines issued by Riverside Grove from time to time.
- (g) Allow construction, maintenance or repair of footpaths, driveways, driveway crossings, entranceways and any concrete areas on the Land, the plans and specifications of which have not been approved by Riverside Grove. In particular, such driveway construction must be of one of the following: - plain concrete, exposed aggregate concrete, paving blocks, paving bricks, cemented stone or grouted tiles, asphalt concrete with concrete or tiled kerb edging.
- (h) Allow maintenance of any Building or Landscape Feature (including the fences and plantings referred to in clauses 4.8 (a) - (f) (inclusive) above to deteriorate whereby the standard of presentation is either:
  - (i) less than that represented in the rest of the Subdivision, or
  - (ii) unreasonable, taking into account fair wear and tear and the original condition at time that the residential Building on the Land was occupied as a residence.
- (i) Erect any letterbox without prior approval of Riverside Grove.
- (j) Allow any satellite dish, garden statues, fountains or any other exterior ornamental decoration or similar garden or landscaping feature on the Land to be reasonably visible by any other occupier in the Subdivision standing on any kerb, street or road in the Subdivision.



- (k) Allow any advertisement, sign or hoarding of any kind to be erected on any part of the Land or any Building (except for compulsory statutory signage, real estate signage pending sale and builder's signage during construction and pending sale). All such signage (including its construction and location) must be approved by Riverside Grove prior to construction.
  - (l) Allow any Buildings, grass, weeds, rubbish, noxious substances or other deleterious matter on the Land, which is or is likely to become unsightly, or a nuisance or an annoyance to other occupiers in the Subdivision.
- 4.9. Subject to clause 4.10 below, the registered proprietor of any Lot who takes title with an approved boundary fence (on any side or rear boundary of the Lot) already constructed on it, which has been paid for in full by the adjoining Lot owner(s) or Riverside Grove (the "**Neighbour**") who remains un-reimbursed for it, shall be liable to reimburse each such Neighbour for 50% of the actual or reasonable cost of that boundary fence.

#### **Fencing Covenant**

- 4.10. The Grantor shall be bound by a Fencing Covenant within the meaning of section 2 of the Fencing Act 1978.

#### **Driveway Covenant**

- 4.11. Without first receiving the Approval of Riverside Grove the Grantor **shall not** construct a driveway crossing other than as set out in any guidelines issued by Riverside Grove from time to time.
- 4.12. Without first receiving the Approval of Riverside Grove the Grantor **shall not** construct a driveway crossing over a swale other than as set out in any guidelines issued by Riverside Grove from time to time.

#### **General**

- 4.13. Without first receiving the Approval of Riverside Grove [*or unless expressly permitted by these Covenants in respect of a particular Lot*], the Grantor **shall not**:
- (a) Position any heat pump within view from the road.
  - (b) Position any boat, caravan, trailer or the like that is visible from the road.
  - (c) Allow any animal (including dogs and other domestic pets) to be kept in or about the Land or Building that is, or is likely to cause, a nuisance or annoyance to other occupiers in the Subdivision or to detract from the Subdivision as a whole. In particular, not to allow on or about the Land any dog which in whole or in part, resembles any of the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds, without prior approval from Riverside Grove.
  - (d) Allow a "*Subdivision of Land*" of the Lot (with the meaning given to those words by the Resource Management Act 1991).
  - (e) Allow any easement or "*Easement Facility*" (as defined by the Land Transfer Regulations 2002) to be agreed to, granted or registered on the Lot.
  - (f) Allow any gas cylinders to be kept on the Lot, with the exception of those customarily used for BBQ's.

## **Consent Matters**

### **4.14 The Grantor:**

- (a) Will not directly or indirectly in any manner oppose, object to or appeal and applications for resource consents, Plan change applications, or other consents or approvals (including appeals) by the Grantee in relation to land in the Subdivision, or the Tuakau district but will support, give consent to and sign any consents or other forms required by the Grantee to such applications or appeals; and
- (b) Will sign any other related or associated documentation to give effect to this clause 4.14 and its general tenor.

4.15 Clause 4.14 shall not enure for the benefit of any subsequent purchaser for value of a dominant tenement.

## **5. Enforcement**

5.1. If there is any breach or non-observance of any of the foregoing Covenants (and without prejudice to any other liability which the Grantor may have to any other person having the benefit of these Covenants) the Grantor in breach agrees to and shall, at their cost, (with respect to each individual breach):

- (a) Upon written notice being given by the Grantee, (or its agent, or any other party having the benefit of these Covenants) to the party in breach, pay to each such notice giver agreed liquidated damages in the sum of \$100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date 30 days after the date upon which each written notice has been given; and
- (b) Forthwith upon receipt of such notice to remove or cause to be removed from the land any Building, planting, Landscape Feature or other item erected on the Land in breach or in non-observance of the foregoing Covenants; and
- (c) Forthwith upon receipt of any such notice to replace any such building materials or other non-conforming item used in breach or non-observance of the foregoing Covenants with the approved materials; and
- (d) Carry out such other remedial work specified in the notice and any other work so as to remedy such breach or non-performance of these Covenants.

5.2. The Grantee and the Grantor agree that Riverside Grove does not have nor shall have any legal responsibility or liability for the enforcement, enforceability, applicability or lack of action with respect to enforcement or applicability of any of these Covenants. In addition, apart from the exercise of its discretion with respect to consents, approvals or disapprovals of matters referred to in these Covenants, Riverside Grove does not undertake to enforce or monitor compliance of these Covenants. The Grantor (being the registered proprietors of Lots within the Subdivision) jointly and severally also agrees to keep Riverside Grove indemnified, free and harmless from any claim, liability, loss or action arising against it or its agents in this regard.

**6. Dispute Resolution**

- 6.1. Except as relates to the exercise of any discretion, opinion or consent requested of Riverside Grove under these Covenants, and without prejudice to the Enforcement provisions of this document, if any dispute arises between or among the parties concerning the Covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.
- 6.2. If the dispute is not resolved within twenty working days from the date on which the parties begin their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.
- 6.3. If an arbitrator cannot be agreed upon within a further ten (10) days, then an independent arbitrator will be appointed by the President for the time being of the New Zealand Law Society.
- 6.4. Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its Amendments) or any enactment passed in its substitution.

**7. Severability**

- 7.1. If any part of these Covenants are held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of these Covenants, which shall remain in full force.