

Annexure Schedule



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“Mortgage”, “Transfer”, “Lease” etc

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(Continue in additional Annexure Schedule, if required.)

Attachment C
Riverside Park Land Covenants

Continuation of Estate or Interest or Easement to be created:

THE Transferor **HEREBY CREATES** certain land covenants in conjunction with this transfer as follows:

1. The land covenants set out in Schedule A are created for the benefit of the land in Certificates of Title _____ (the “Dominant Lots”) over the land in Certificates of Title _____ (the “Servient Lots”) to the intent that the Servient Lots shall be bound by the provisions stipulations and restrictions set out in Schedule A of this transfer and so that the owners and occupiers for the time being of the Dominant Lots may enjoy the benefits of such covenants and enforce the observance of such provisions stipulations and restrictions as the covenants provide for their benefit and in relation to each owner of the Servient Lots from time to time.
2. Such covenants are created as incidental to the transfer of the fee simple so as to bind the Servient Lots for the benefit of the Dominant Lots in respect of the matters set out in Schedule A so that the covenants in Schedule A of this Schedule run with the Servient Lots for the benefit of the Dominant Lots:

Schedule A

THE COVENANTS CREATED ARE AS FOLLOWS:

1. PURPOSE

The purpose of these covenants is to protect the market and aesthetic value of the Dominant lots, the privacy, peace and security of the occupants of the Dominant lots, and the quality of the environment touching and concerning the Dominant lots for the benefit of the Dominant lots, the Riverside subdivision and the Albert Town Community in general.

2. DEFINITIONS

In the following covenants:

- (a) Heading’s are for ease of reference only and do not form part of any covenant nor affect the construction of any covenant.
- (b) Words importing the singular include the plural and vice versa.

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“Access Lot”	means a lot which provides the legal access or part of the legal access to one or more lots, and which is held in the same ownership or by tenancy-in-common in the same ownership as the lot(s) to which it provides legal access.
“Approved”	means approved by Riverside as may be required by any of the covenants.
“Building”	comprises a building as defined by the Building Act 2004.
“Duplex”	means two residential units on adjoining sites sharing a common or party wall on an internal boundary.
“Duplex Lot”	means a Lot identified as a duplex lot on the Riverside Park Master Plan
“Dwelling”	means and includes a residential dwelling house, or family residence.
“Landscape Feature”	means any structural or landscape design or enhancement feature or utility to be provided on any Lot and visible from any other Lot, Street, Lane, or Right of Way.
“Lane”	means an Access Lot providing private roadway access to Lots by Right of Way
“Lot”	means any Lot that is subject to these covenants.
“Riverside”	means Riverside Residential Limited and any successor party or organization nominated by it.
“Riverside Park Design Statement and Built Form Guidelines”	means the Riverside Park and Built Form Guidelines to be published and maintained by Riverside at all times to provide architectural and landscape guidelines to ensure a high quality residential environment is provided and maintained in Riverside Park suburban environment.
“Right of Way”	means an area of land over which there is registered a legal document giving rights to pass over that land to the owners and occupiers of other land.

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"Subdivide" means any "subdivision of land" as defined by section 218 of the Resource Management Act, 1991.

"Riverside Park Master Plan" means the Riverside Park Master Plan approved by the Queenstown Lakes District Council for subdivision and development of Riverside Park land and "Stage" refers to any development staging required by such Plan.

3. COVENANTS

- (3.1) No second hand, relocatable building or temporary structure may be brought on to the Servient Lots (or any one of them) except a builder's shed at the commencement of, and for the duration of construction, of any dwelling being erected on the Servient Lots or any one of them.
- (3.2) No Lot shall be used for any form of temporary residential purposes either by the construction of temporary buildings or by the placement of caravans, mobile homes, motor homes, house trailers, buses, tractors, huts, tents and/or vehicles able to be used for human habitation except for a builder's shed at the commencement of, and for the duration of construction, of any dwelling being erected on the Lot.
- (3.3) The land may not be occupied or used as a residence unless the buildings on the property have been substantially completed in accordance with this Covenant and any Local Authority Building Consent requirements.
- (3.4) All Buildings must be constructed on-site from new or high quality recycled materials in a manner that will enhance the value and aesthetic appeal of the subdivision. At the sole discretion of Riverside approval may be given to a dwelling that is kitset or pre-fabricated by design or pre-built transportable or re-locatable and complies with the Riverside Park Built Form Guidelines.
- (3.5) Unless specifically approved in writing by Riverside all Buildings to be used as a Dwelling must have a ground floor living area of not less than 60m² (exclusive of any garage under the same roof structure).
- (3.6) No Buildings shall be erected on any Lot using piles without providing a solid and durable skirting board or other enclosure around the exterior of the Building(s) from ground height to the underside of the wall cladding.
- (3.7) (a) The Servient Lots must be maintained in a neat and tidy condition at all times and to a standard where grass and other ground cover does not exceed a height of 150 mm. Until a dwelling is erected on a Lot Riverside shall be entitled to enter on to the Lot without prior notice and carry out any mowing of grass needed to ensure compliance with this requirement.

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- (b) Lots 58, 59, 60, 65, 66, 70, 102, 105, 107, 108, 109, 110 and 111 with frontages to State Highway 6, Albert Town - Lake Hawea Road are to keep and maintain in perpetuity the highway frontage buffer zone planting of shrub species and specimen trees required by Queenstown Lakes District Council approved landscape plan under resource consents RM080123 and variation RM081072. This requires Lot Owners to replace such planting if any tree or shrub dies or becomes diseased, in the next planting season with a species that achieves the same level of screening from Stage Highway 6.
- (3.8) All construction works required to complete a dwelling on any Servient Lot shall be completed within a period of 15 months from the date of commencement of construction work for the dwelling, and earthworks and landscaping works associated with such dwelling similarly shall be completed within 3 months of dwelling completion, or in the case of landscaping within one growing season after dwelling completion (whichever is the later).
- (3.9) No garages or outbuildings shall be erected on any Servient Lot except in conjunction with or following construction of a dwelling and all such Buildings shall be constructed with permanent materials in character with the dwelling on each lot.
- (3.10) No Landscape Feature may exceed a height of 2 metres above the original subdivision ground level of a Lot without the expressed written approval of Riverside. All attachments to any Buildings or structures on any Lot (including satellite dish, mast, or any exterior ornamental decoration or garden or Landscape Feature) of more than a minor nature, must be approved by Riverside.
- (3.11) Portable gas cylinders or bottles may not be used on any Lot or in any Building for any permanent cooking, water heating or domestic heating purposes (except gas bottles for outdoor and barbecue use) unless a reticulated community gas supply is unavailable for connection to the Lot.
- (3.12) Diesel, petrol, oil or gas tanks which have a capacity of over 100 litres are prohibited on any Lot or within any Building unless approved by Riverside.
- (3.13) Any external air conditioning units must be properly screened and noise proofed to ensure they are not a nuisance to neighbours.
- (3.14) No discharge into the wastewater or stormwater systems from a Lot shall be made of a soluble or insoluble nature that is detrimental to water quality or drainage systems. The Lot owner responsible for any such discharge shall meet the costs of any remedial action undertaken for any breach thereof.

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- (3.15) Lots that have rear vehicular access available from a Lane are not permitted to have vehicular access to the Lot from any public road frontage. This provision shall only apply to Lots 22, 25 to 27, 33 to 38, 45 to 48, 51, 71 to 76, 85 to 94, 122, 132, 134 to 137, 139, 141 to 144, 171 to 197, 237 to 239, 241 to 247 (all inclusive).

 Parking is prohibited on the carriageway area of any Lane, Access Lot or Right of Way. Usage rights and Maintenance obligations for Lanes and Rights of Way shall be in accordance with the Land Transfer Regulations 2002 (Schedule 4) and the Property Law Act 2007.
- (3.16) The Lot owner shall be bound by a Fencing Covenant within the meaning of Section 2 of the Fencing Act 1978 in that neither Riverside nor the Queenstown Lakes District Council shall be liable to pay for or contribute towards the cost of the construction or maintenance of any fence between any adjoining Lots.
- (3.17) If fencing is to be provided within the set back area required for any building or structure along any public road frontage or boundary to reserve areas it shall not exceed 1.2 metres in height and shall be of a Riverside approved open style (e.g. post and rail, post and wire, steel trellis, hedging, etc.). No other fencing shall exceed 1.8 metres in height.
- (3.18) The use of adjacent or abutting land and footpaths to the Servient Lots including recreation areas for access or dumping of rubbish is strictly prohibited. Servient Lot owners shall reinstate, replace and be responsible for all costs arising from damage to the landscaping, roads, footpaths, kerbing, berms, concrete or other structures servicing the Dominant or Servient Lots arising directly or indirectly from their use and occupation of the land. Prior to the commencement of construction of any dwelling or building on any Lot the Servient Lot owners shall construct a suitable ramp across the berm and footpath to protect these areas from damage by vehicular traffic accessing the Servient Lot.
- (3.19) No Lot contained in Subzone C as shown on the Riverside Park Master Plan may be further subdivided.
- (3.20) Riverside reserves the right to alter or vary the Riverside Park Stage Plans or Riverside Park Master Plan (including the right to add, alter or vary or cancel any easements or land covenants) in such manner as Riverside in it's sole discretion thinks necessary and the Lot owner shall not be entitled to make any objection or requisition or claim for compensation in respect of any such variations and no compensation shall be payable in respect of any such alterations or variations provided that any amended plan shall not substantively alter the nature of the proposed development.
- (3.21) No Lot Owner shall oppose, object to, frustrate, or take any action, or encourage or cause others to oppose, object to, frustrate or take any action that might in any way prevent or hinder Riverside from progressing or completing the Riverside Park development or any associated development Riverside may require.

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- (3.22) Riverside may enforce these covenants in the same manner as a Lot owner and in particular where a Lot owner does not comply with any covenant may request such owner in writing to remedy such non compliance within a specified time (not to be less than 14 days from the date of such request) and in default of such non compliance being remedied within such period Riverside may employ a suitably qualified or experienced person to enter such Lot and carry out any work necessary to achieve compliance with the covenant(s) involved and may recover as a debt due from the defaulting Lot owner all costs incurred by Riverside in such remedial work.
- (3.23) Riverside will use its best endeavours to ensure observance of these covenants but shall not have any legal responsibility or liability for any lack of enforcement or enforceability or application of any of these Covenants. The Lot owners agree to keep Riverside fully indemnified from any claim, liability, loss or action arising against it or its agents in respect of these covenants having regard to their intent to provide for the interests of Lot owners inter se and their individual obligations of observance and rights of enforcement of the covenants.

4. APPROVAL PROCESS FOR BUILDINGS AND SITE DEVELOPMENT

- (4.1) Prior to submitting a Building Consent application to any Consent Authority for any necessary approvals and prior to the commencement of Building construction the owner of each Lot shall obtain the written approval of Riverside in respect of: -
 - (a) Site Plan showing the location of all buildings, landscaping and vehicular access points
 - (b) Floor Plan
 - (c) Elevations showing all exterior finishes and colours

Riverside undertakes to use its best endeavours to respond to each application so submitted no later than 5 working days after receipt of items (a) to (c) above. Riverside may decline to approve any or all aspects or details of the proposed Building plans or Landscape plans that Riverside (including its successors and assigns) in its sole determination considers prejudicial to the underlying objectives and purpose of the covenants as described in Covenant 1 above.

In determining whether or not to approve the plans and specifications in part or in whole, Riverside will take into account the Riverside Park Built Form Guidelines, and the appearance of the proposed dwelling in relation to the appearance of other dwellings already in the subdivision to the intent that the appearance of the proposed dwelling should generally be compatible with the range of style, design and appearance of other dwellings proposed to be built or actually built within Riverside Park.

Approval of plans by Riverside does not constitute any representation that plans are within the requirements of these covenants or any applicable building regulations or District Plan building

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or other land use requirements and compliance with all such covenants and requirements constitutes a separate Lot owner responsibility and obligation.

- (4.2) Riverside may in writing delegate the approval process set out above to a nominated and suitably qualified party.
- (4.3) All building construction work shall comply with the requirements of the Riverside Park Building Construction and Lot Development covenants. It is the responsibility of each Lot Owner to ensure that builders, workmen, and suppliers fully comply with these covenants.

5. GENERAL PROVISION

- (5.1) Riverside may in respect of any Lot waive the application or enforcement of any covenant for reasonable cause where no material or significant disadvantage would (in the sole discretion of Riverside) accrue to any other Lot.

6. DISPUTE RESOLUTION

- (6.1) Should any dispute arise concerning any aspects of these covenants that cannot be resolved by agreement between the parties involved the Servient and Dominant Lot owners are bound to resolve the same by arbitration in accordance with the Arbitration Act 1996 ("the Act"), and the following provisions shall apply:
 - (a) There shall be a single arbitrator who shall be appointed by the President for the time being of the Otago District Law Society (or any successor organization) as a sole arbitrator.
 - (b) The arbitrator shall determine all questions in issue between the parties including questions as to the scope of the dispute and as to procedure.
 - (c) The arbitrator's award shall be binding on all parties to the dispute.
 - (d) Any party to a dispute may initiate the arbitration in accordance with the provisions of the Act.

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