

RUSSELL ROAD, KENSINGTON, WHANGAREI

1. COVENANTS

APPROVAL OF BUILDING

1.1 *The Grantor agrees that the Grantor will not commission any plans for a building on any Lot nor apply to any Local Authority for building consent, or proceed with construction on any Lot of any building unless such building is a new single private residential dwelling, showing the design and external amenities in relation to the proposed dwelling that:*

- (a) Comply with terms and conditions in this Instrument, and*
- (b) Have received prior written approval of Kensington Heights Ltd. Kensington Heights Ltd will aim to provide written approval (or otherwise) within five Working Days of receipt of the required information pursuant to this clause from the Grantor but Kensington Heights Ltd shall not be liable for any delays in providing such written approval. Kensington Heights Ltd will not unreasonably or arbitrarily withhold approval taking into account Kensington Heights Ltd's requirements to maintain minimum standards for a quality well designed residential subdivision.*

1.2 *The Grantor undertakes*

- (a) Not to erect or place or permit to be erected or placed on the said land any building having a closed in floor area of less than 150 square metres (exclusive of decks or carport or garage) Provided However that a separate garage may be erected on the property so long as it is not occupied as a dwelling or fitted out with cooking and/or toilet facilities and/or sleeping accommodation and provided however, that garden sheds, a granny flat and other ancillary buildings may be erected without any size requirement so long as there is already on the land a dwelling of not less than 150 square metres closed floor area.*
- (b) Not to use or permit to be used in any buildings on the land for the outer walls any second hand materials or sheathing of corrugated iron, flat fibrolite, flat asbestos cement or plywood.*
- (c) Not to allow any caravan to be permanently parked on the site as a dwelling.*

1.3 *The Grantor is not permitted to make any change to the plans and specifications of the exterior design or appearance of the approved dwelling unless such changes or alterations are approved in writing, such approval to be on the same terms as set out in clause 1.1.*

2. BREACH OF COVENANTS

2.1 *The Grantor and Grantee covenant and agree that if the Grantor breaches or fails to observe part or any of the Covenants, then without prejudice to any other liability which the Grantor may have to the Grantee, or any person or persons having the benefit of the Covenants, the Grantor, upon written demand being made by the Grantee or any person or persons having the benefit of the Covenants will;*

- (a) Remove or cause to be removed from a Lot any dwelling, caravan, mobile home or other temporary accommodation, hut or shed, building or structures in breach or non observance of the Covenants.*
- (b) Cease any activity which is in breach or non observance of the Covenants and otherwise rectify the breach or non observance.*
- (c) Pay the person making such demand as liquidated damages the sum of \$250.00 per day for every day that such breach or non observance continues after the date upon which written notice of the breach has been given, provided however that the Grantor will only be liable for breaches of the Covenants which occur while the Grantor is the registered proprietor of the Lot in respect of which a breach of non observance occurs.*