

APPENDIX 4

COVENANTS

Lots 2 to 41 inclusive



Annexure B – FRONTIER ESTATE LAND COVENANTS

1. Land Covenants ("Covenants")

The Covenantor and the Covenantee wish to protect the visual concept and integrated appearance of the Frontier Estate Subdivision as a whole.

To achieve this, the Covenantor hereby covenants with the Covenantee, 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.

- 1.1. The developer reserves the right at any time to waive or vary any of these covenants and if called upon to do so the Grantor will sign any documentation required to give effect to this waiver and/or variation.
- 1.2. These Covenants shall:
 - (a) run with each residential Lot in the relevant Stage of the Frontier Estate Subdivision, (subject to the right of Frontier 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 Frontier Estate Subdivision, (subject to the right of Frontier 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 2040** and be void for all purposes including antecedent breach.

Provided that and notwithstanding the foregoing, these 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 by the territorial authority for the relevant stage.

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) dwellings, residences, flats, units, garages, glass-houses and sheds.

- (d) **"Completion Certificate"** means a certificate issued by Frontier Estate 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 at least two street fronting boundaries.
- (g) **"Frontier Estate"** means Frontier Developments Limited
- (h) **"Land"** and **"Lot"** means any lot having the burden and/or the benefit of these Covenants as described in clause 1.1 above.
- (i) **"Landscape Features"** includes all fences, walls, wind-breaks, washing lines, letterboxes, satellite dishes, street and/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.
- (j) **"Local Authority"** means the Waipa District Council and/or Waikato Regional Council or any successor.
- (k) **"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.
- (l) **"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.
- (m) **"Subdivision"** and **"Frontier Estate Subdivision"** means all of the residential Lots contained on Lot 1 DP516135, Lot 1 DP453448, Lot 3 DP487281 and Lot 1 DP500541 and on any other land title plan deposited at Land Information New Zealand by Frontier Developments Limited in respect of land located at 8 Frontier Road Te Awamutu and 5 Pirongia Road Te Awamutu, and shall include any subsequent stages in the Subdivision. 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 Frontier Estate (or its appointed agent) and shall be:
- (a) obtained by the Covenantor 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 Frontier Estate; and
 - (c) subject to Frontier Estate reserving its right to approve requests for one party without creating any form of precedent for another party. Further, Frontier Estate may refuse an identical request from another party without having to give reasons.
- 3.2. When Frontier Estate exercises its discretion (as referred to in clause 3.1 above), it may also consider 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, Frontier Estate may refuse to approve some building 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 Covenantor for a Completion Certificate in respect of a particular Lot, Frontier Estate will assess whether the Building and all Landscape Features have been constructed on that Lot in compliance with:
- (a) any plans previously approved by Frontier Estate;
 - (b) the terms of any other Approval given by Frontier Estate in relation to that Lot;
 - (c) the terms of this Covenant; and
 - (d) the terms of any guidelines issued by Frontier Estate from time to time.
- 3.5. At the date hereof the address for approvals from Frontier Estate (or its agent) is the Frontier Estate office c/o DMC located at;

155 Te Rapa Road Hamilton,
P.O. Box 5254, Hamilton 3242
(email: sales@frontierestate.co.nz).

4. Covenants

Prior approval of Building Plans – Road 1

- 4.1. The Covenantor of any Lot with a boundary **adjacent to Road 1** as shown on attached reference drawing **S.02**, shall first obtain Building Plans Approval from Frontier Estate following a review by the Frontier Estate Design Review Committee, before applying to council for a building consent, and 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 Frontier Estate prior to any site work or Building construction commencing.

The focus of the Frontier Estate Design Review Committee will be on design aspects associated with covenants, aesthetics, site access and sustainability all relative to orientation and position within Frontier Estate.

Prior approval of Landscape Plans – Roads 1, 4, 7, 10

- 4.2. Without first receiving the Approval of Frontier Estate the Covenantor of any Lot **adjacent to Roads 1, 4, 7, 10** as shown on attached reference drawing **S.02**, shall **not** commence construction of any Landscape Feature, use any landscaping and/or planting plans, or fencing designs, which have not been Approved by Frontier Estate Design Review Committee prior to any construction of Landscape Features commencing.

- 4.3. Without limiting clause 4.2 above, Landscaping plans shall ;

- (a) Be submitted to Frontier Estate for Approval not later than **three (3) months** following the submission of any Building plans under clause 4.1 above; and
- (b) Be prepared in a digital computer aided design format and include;
 - i. enough detail to clearly identify plant quantities, locations, species and grade and
 - ii. all hard scaping features including driveway and path specifications, fencing elevations (including stain colour) and
 - iii. all other landscaping features

Design Review Costs

- 4.4. The Covenantor will pay the Covenantee the following costs for reviews of plans by Frontier Estate Design Review Committee as required by clause 4.1 and Clause 4.2;
- (a) First review \$0.00
 - (b) Second and subsequent reviews – all costs incurred by the Covenantee including the Frontier Estate Design Review Committee costs of \$ 250 per hour (incl. GST) per member involved in the review.

Building Covenants for All Lots

4.5. Without first receiving the Approval of Frontier Estate the Covenantor **shall not:**

- (a) Construct on the Land any relocated or Prefabricated Building
- (b) Construct on the Land any Landscape Feature other than one constructed on site from new materials.
- (c) Construct any building with less than 75% of the non-glazed exterior wall cladding of the Building consisting of any of the following materials,
 - Kiln fired or concrete brick, stucco textured finish, stone, weatherboards all having a maximum finished width not exceeding 180mm or any other new product of similar quality which must be approved before use by the Covenantee in writing.
 - Exterior finish in the form of flat cladding, poured concrete or similar with a textured surface and if concrete block a plastered finish, in such a manner as to fully cover the base material.
 - Exterior surfaces which are not factory prefinished shall be painted/stained prior to the building being occupied.
 - Where the dwelling house has more than a single level (excluding garage, carport, decks and split levels) the minimum of 75% of the non-glazed exterior cladding may be reduced to 60% provided the non-specified cladding is predominantly used in cladding the upper levels.
- (d) Exclude windows facing the road frontage
- (e) Exclude a weather protected front door that is visible from the street entry
- (f) Install exterior cladding exposed to weather without incorporating a vented cavity greater than 25mm between the exterior cladding and the supporting structure.
- (g) Construct any dwelling with
 - i. less than two hips or two gables in the roofline or
 - ii. to a shape other than a simple square or rectangle.

Flat roofed dwellings may be acceptable if they comply with all covenants except covenant 4.4(g)(i), have more than one level of roofing **and** building plan approval is obtained from the Frontier Estate Design Review Committee.
- (h) Use as a roofing material on any Building any material other than:
 - i. Tiles, (including clay, ceramic, concrete, Decramastic, pre-coated steel), or
 - ii. Colour steel (including pre-painted, long-run pressed or rolled steel), or
 - iii. Slate, or
 - iv. Membrane roofing, or

- v. A roofing material approved by Frontier Estate.
- (i) Construct a building with less than 150% of thermal insulation required by clause H1 of the New Zealand Building Code for the Te Awamutu location.
- (j) Use internal and external lighting other than light emitting diode (LED) lights
- (k) Install exterior lighting that does not minimise light spill to the night sky and other Lots.
- (l) Install windows for a building that are not double glazed
- (m) Take longer than 12 months to complete any building from laying down the foundations for such building and within 15 months of laying down the foundations to complete all ancillary work such as fencing and landscaping and construct in proper and tradesman-like manner a driveway, or vehicle access in permanent continuous surfacing of concrete, concrete block, brick paving, or tar-sealing.
- (n) Once construction has been substantially completed, bring on to or allow to remain on the land or any internal road of the subdivision any temporary building, caravan, trade vehicle or other equipment or materials or machinery unless garaged or screened so as to preserve the amenities of the neighbourhood and to prevent noise likely to cause offence to residents in the subdivision.
- (o) Once construction has been substantially completed, regularly park recreational or commercial vehicles or trailers located on the street or footpath nor in front of the building line of the dwelling on the land.
- (p) 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.
- (q) Construct any building that does not meet all Local Authority consent conditions for Frontier Estate

Occupation as Dwelling

- 4.6. Without first receiving the Approval of Frontier Estate the Covenantor **shall not** allow any Building on the Land to be occupied as a dwelling in any way until, (with respect to all Buildings and Landscape Features on that same Lot):
- (a) Receipt of the Building Code Compliance Certificate(s) from either the Local Authority 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 Frontier Estate) and in accordance with any guidelines issued by Frontier Estate 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 Covenantor has requested and received a Completion Certificate from Frontier Estate.

Site Development

- 4.7. Without first receiving the approval of Frontier Estate (or unless expressly permitted by these Covenants in respect of a particular Lot), the Covenantor **shall not**:
- (a) Construct or place or permit to be placed on the Land any Building (which is to be used as a dwelling) which has a floor area of less than 160m² (including a garage under one roof).
 - (b) Construct on any Lot more than one Building to be used as a dwelling.
 - (c) 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

- 4.8. Without first receiving the Approval of Frontier Estate the Covenantor **shall not**:
- (a) Construct or place or permit to be placed on any Lot which is not a Corner Lot, any Building which has a building setback less than required by Local Authority or Council planning consent conditions set for Frontier Estate
 - (b) Construct or place or permit to be placed on the Land (including a Corner Lot) any Garage structure which has a building setback of less than required by Local Authority or Council planning consent conditions set for Frontier Estate.

Landscape Features and Fences

- 4.9. Without first receiving the Approval of Frontier Estate the Covenantor **shall not**;

Lot 3 Fences and Entry Feature Signage

- (a) Remove or alter any fences and/or fixed signage that have been installed by Frontier Estate on Lot 3

Landscaping

- (b) Construct any fence parallel to the boundary of any Lot which is adjacent to a reserve unless such fence complies with the Frontier Estate subdivision conditions imposed by the Local Authority.
- (c) Be entitled to modify or remove hedging or fences noted in clause 4.9 (b) that have been constructed or planted at the date of adjoining section Title.
- (d) Construct on the Land any contractor's temporary fence except for the express purpose during construction of a building and which shall be removed prior to issuance of the associated Building Code Compliance Certificate.
- (e) Allow construction, maintenance or repair of footpaths, driveways, driveway crossings, entranceways and any concrete areas on Land **adjacent to Roads 1, 4, 7, and 10** the plans and specifications of which have not been approved by Frontier Estate and where the driveway and footpath construction must be of one of the following:
 - i. plain concrete finish,
 - ii. exposed aggregate concrete,
 - iii. paving blocks or paving bricks,
 - iv. cemented stone or grouted tiles,
 - v. asphalt concrete with concrete or tiled kerb edging.
- (f) Allow any Building or Landscape Feature (including the fences and plantings) to deteriorate whereby the standard of presentation is either:
 - i. less than that represented in the rest of the Subdivision, or
 - ii. unreasonable within a high-quality residential subdivision, taking into account fair wear and tear and the original condition at time that the residential Building on the Land was occupied as a dwelling.
- (g) 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) without the express approval of such signage (including its construction and location) by Frontier Estate prior to construction.
- (h) 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.
- (i) Exclude
 - i. screening of washing lines, service areas, boats, trailers, work vehicles and campervans or
 - ii. well sited and carefully considered private outdoor space or

- iii. front yard landscaping complementing the adjoining street and public open space landscaping.
- (j) Install any vegetation plant, apart from Palm trees, that has potential
 - i. to grow to a height greater than 6 meters or
 - ii. to grow to a height above any boundary natural ground level, greater than the total height of 1.5m plus the horizontal distance from said boundary to plant centre, or
 - iii. to grow foliage that could extend over any boundary

Stormwater from Lot 2

4.10. Without first receiving the Approval of Frontier Estate the Covenantor **shall not**;

- (a) Allow stormwater from **Lot 2** to discharge without pre-treatment incorporating at-source treatment devices (raingardens or similar) designed in accordance with Auckland Councils Technical Publication 10 '*Stormwater Management Devices: Design Guidelines Manual, May, 2003*' to avoid as far as practicable and otherwise minimise the discharge of suspended solids and any other substances that are likely to cause the following effects in stormwater receiving water bodies after reasonable mixing:
 - o Conspicuous changes in colour or visual clarity
 - o 100 grams per cubic metre suspended solids concentrations or greater.

General

4.11. Without first receiving the Approval of Frontier Estate (*or unless expressly permitted by these Covenants in respect of a particular Lot*), the Covenantor **shall not**:

- (a) Allow a "*Subdivision of Land*" of the Lot (with the meaning given to those words by the Resource Management Act 1991).
- (b) Allow any easement or "*Easement Facility*" (as defined by the Land Transfer Regulations 2018) to be agreed to, granted or registered on the Lot.
- (c) Erect any flats or other dwelling units which may be subject to a cross lease or registration under The Unit Titles Act 2010.

Consent Matters

4.12 The Covenantor:

- (a) Will not directly or indirectly in any manner oppose, object to or appeal applications for resource consents, Plan change applications, or other consents or approvals (including appeals) by Frontier Estate in relation to land in the Frontier Estate Subdivision, or the Te Awamutu district but will support,

give consent to and sign any consents or other forms required by the Covenantee to such applications or appeals; and

- (b) Will sign any other related or associated documentation to give effect to this clause 4.12 and its general tenor.

4.13 Clause 4.12 shall not enure for the benefit of any subsequent purchaser for value of any benefitted land.

4.14 The Covenantor:

- (a) Will not directly or indirectly in any manner oppose, object to or appeal applications for Resource Consents, Plan Change applications, or other consents or approvals (including but not limited to) appeals) by Frontier Estate, including high density residential development of **Lots 401 to 408 and lot 900 inclusive** or for commercial development of **Lots 800 and 801**, in relation to land in the Frontier Estate Subdivision, or the Te Awamutu district but will support, give consent to and sign any consents or other forms required by the Covenantee to such applications or appeals; and
- (b) Will sign approval of any other related or associated documentation to give effect to this clause 4.14 and its general tenor.

4.15 The Covenantor:

- (a) Will not directly or indirectly in any manner oppose, object to or appeal applications for resource consents, Plan change applications, or other consents or approvals (including appeals) for commercial development of **Lots 800 and 801** in relation to land in the Frontier Estate Subdivision, but will support, give consent to and sign any consents or other forms to such applications or appeals; and
- (b) Will sign any other related or associated documentation to give effect to this clause 4.15 and its general tenor.

4.16 There shall be no other commercial or day care entity other than those on Lots **800 and 801** without prior approval from Frontier Estate.

5. Enforcement

5.1. The Covenantee and the Covenantor agree that Frontier Estate 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, Frontier Estate does not undertake to enforce or monitor compliance of these Covenants. The Covenantor (being the registered proprietors of Lots within the Subdivision) jointly and severally also agrees to keep Frontier Estate indemnified, free and harmless from any claim, liability, loss or action arising against it or its agents in this regard.

Dispute Resolution

- 5.2. If there should be any breach or non-observance of any the foregoing covenants and without prejudice to any other liability which the Covenantor may have to any person having the benefit of this covenant, should the Covenantor not rectify the breach or non-observance of any of the foregoing covenants within 15 working days of written demand being made by the Covenantee or any of the registered proprietors of the Lots, then the Covenantor, will:
- (a) Pay to the person making such demand as liquidated damages the sum of \$200.00 per day every day that such breach or non-observance continues beyond 15 working days after the date upon which each written demand notice has been given together with any costs and expenses incurred by the Covenantee or any registered proprietor to remedy the breach or non-observance; and
 - (b) Remove or cause to be removed from the land any Building, planting, Landscape feature, or other item erected on the Land in breach or 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 to remedy such breach or non-conformance of these Covenants; and
 - (d) Cease all activity in breach of the Covenants.
- 5.3. Except as relates to the exercise of any discretion, opinion or consent requested of Frontier Estate 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its Amendments) or any enactment passed in its substitution.

6. Severability

If any part of these Covenants is 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.

7. Covenants Reference Plan S.02

Refer to the following plan S.02 for location of Road numbers and Lot numbers for Commercial Hub, Day Care Centre, Compact housing, Comprehensive housing and current Stages.

Covenants reference plan S.02

