

# Building Covenants

## 1. PURPOSE

To ensure that all on-site building construction work is undertaken in a safe and competent manner, all infrastructure services and facilities of the subdivision are fully protected and remain operational, and that the peace, privacy and security of each property owner is not adversely affected.

## 2. HEALTH & SAFETY

It is a requirement that the Lot Owner ensures that the Builder (including all Builders' sub-contractors) maintains an effective Health & Safety Policy for work carried out within Belfast Subdivision.

## 3. NOISE RESTRICTIONS AND ON-SITE HOURS OF WORK

### 3.1 Allowable Hours of Normal Construction Noise

The allowed hours of work in clause 3.3 are subject to the following. Normal construction activity and associated noise is only allowable between the hours of:

Monday to Friday	8.00am to 6.30pm
Saturday	9.00am to 5.30pm
Sunday	9.00am to 1.00pm
Statutory Holidays	9.00am to 3.00pm

Particularly noisy work activity must be scheduled to avoid the earlier and latter part of the day. All unavoidable noise in the earlier and latter part of the day must be very carefully controlled and monitored.

### 3.2 Unacceptable Noise Levels

Infinity Belfast Limited (IBL) reserves the right to enter onto the Lot and require the immediate cessation of building activity that in IBL's sole determination is causing unacceptable noise or nuisance. The Lot Owner must ensure that the Builder immediately complies with any IBL requirement to cease the building activity causing unacceptable noise or nuisance.

### 3.3 On-Site Work Hours

Subject to restrictions on the creation of construction noise or nuisance above, the allowable hours of onsite work are as follows:

Monday to Friday	7.00am to 8.00pm
Saturday	8.00am to 8.00pm
Sunday	8.00am to 8.00pm
Statutory Holidays	8.00am to 8.00pm

It should be noted that the on-site work hours are longer than the allowable hours of normal construction activity and noise under clause 3.1. On-site work outside of the times in clause 3.1 must be quiet. All these times may be varied by written agreement with IBL, in particular a specific work activity that requires a longer than usual working day, such as a concrete slab pour.

## 4. FENCING

The side fences and rear fences must be erected prior to any building construction. All fencing must comply with the locations, design criteria, and materials specified in the Belfast Subdivision Design Guidelines as appropriate (refer to the Belfast Subdivision Land Covenants.)

## 5. LOT ACCESS

No use may be made of adjacent land, footpaths or recreation areas abutting any Lot for access (other than the access approved by IBL) or for dumping of rubbish. Lot Owners shall be responsible to IBL and will pay IBL for all costs arising from damage to any landscaping, swales, roads, footpaths, kerbing, berms, concrete or other

structures or infrastructure in Belfast Subdivision arising directly or indirectly from any access or use by the Lot Owner or their contractors and invitees.

If any damage is caused to any part of the Development which is either owned by the vendor or vested in a Relevant Authority and which fronts onto the property, such damage will, in the absence of proof to the contrary, be deemed to have been caused by the purchaser without the vendor having to make any further enquiries.

IBL may offset any costs it incurs regarding any of the above damage against any Construction Bond paid in respect of the Lot.

## 6. VEHICLE CROSSINGS

When a vehicle crossing from the road to any residential Lot in Belfast Subdivision is constructed, any irrigation line (if any) in this location is to be protected and shall not be damaged, removed nor be modified in any way. To ensure this condition is met the Lot Owner shall:

- a. When the crossing is excavated and before back-filling, make a thorough examination of the irrigation pipe network. Any signs of damage must be reported immediately to IBL and no repairs are to be made by the Builder or Lot Owner.
- b. If repairs are required, ensure there are no joins under the vehicle crossing. New sections of pipe must be installed with joiners fitted at least 500mm either side of the concrete nib for easy access. The Lot Owner is liable for the cost of any repairs.
- c. Before back-filling arrange with IBL for the irrigation system to be tested to ascertain if there is unseen damage. Lot Owners shall contact (or have their Builder contact) the IBL office and notify them of the Lot number, upon which the system will be tested prior to back-fill. If the Lot Owner or Builder fails to notify the IBL office as required above and damage to the irrigation line becomes apparent, the Lot Owner shall be liable for repairs to the irrigation system. If the vehicle crossing has been backfilled and/or sealed the area may require re-excavation. In this case, the Lot Owner is responsible for the cost of reinstatement by IBL or its contractor undertaking such works.

## 7. BUILDERS' SITE SHEDS

All Builders' site sheds shall be placed on the relevant Lot no earlier than the commencement of the building works. All sheds and other structures necessary for storage shall be painted in a consistent colour. The sheds and other structures must be immediately removed from the Lot upon completion of the building works.

## 8. LOADING, UNLOADING AND STORAGE OF MATERIALS DURING CONSTRUCTION

All loading, unloading, delivery and storage of materials shall take place within the bounds of the Lot. No unloading delivery and storage of materials is permitted on any swale, footpath, verges, berm areas or adjacent lots.

## 9. PARKING OF TRADES AND DELIVERY VEHICLES DURING CONSTRUCTION

All vehicles whether they are contractors, tradesmen or a delivery must not park on the swale, footpath, verges, berm areas or adjacent lots. Any vehicle that deposits oils or other damaging material must be removed from the area and the damage made good.

## 10. TOILET FACILITIES

No toilets other than porta-loo style toilets will be allowed on a Lot during the building construction period. They should be located as far from the lot entrance as practical and screened from neighbouring Lots and roadways.

## 11. EROSION CONTROL

All exposed earth and disturbed areas of the Lot must be protected from wind and water erosion during and after construction. Exposed areas should be covered with matting and/or replanted as soon as possible.

Special attention should be given to preventing any material being deposited, or run off of silt and other debris into wastewater pipes, lakes and waterways.

## 12. NO ANIMALS

During the building construction period no animals of any kind are permitted on the Lot or within the confines of Belfast Subdivision.

## 13. RUBBISH, RUBBISH REMOVAL AND STREET CLEANING

Appropriate rubbish skips shall be kept within the Lot (or in a designated area as approved by IBL) for all rubbish and shall be cleared at regular intervals. At no time shall rubbish be permitted to escape outside of the Lot, or be permitted to cause an unsightly mess within the Lot. The Lot Owner shall ensure that the Builder and all employees, contractors, sub-contractors or sub-trades of the Lot Owner and/or the Builder who are carrying out work on the Lot conduct a daily clean-up of the Lot, including a sweep up of any excess material in the road, gutters and on the footpath. Burning of rubbish or any other material on the Lot is expressly prohibited. If IBL provides a dedicated rubbish skip set down and disposal facility and/or dedicated rubbish disposal and collection facility, then the Lot Owner must, if requested by IBL, use (and ensure that the Lot Owner's Builder uses) that dedicated facility.

## 14. WASHING DOWN AND CLEANING OF VEHICLE SPILLAGE

The washing down of any vehicle used during the building construction period in respect of any Lot is not permitted unless IBL provides a dedicated wash down & cleaning facility. In this case, wash down & cleaning of vehicles is permitted within that facility. All spillages of any material must be removed immediately from swales, footpaths, berms and roads. The cost of repairing any resultant damage including scuffing or road surface damage will be the responsibility of the offending Lot Owner.

## 15. SIGNAGE AND STREET OR LOT NUMBERS

No sign shall be constructed or displayed on the Lot unless it is a standard Builder's sign, in which case such sign or signs must be removed upon completion of the construction works. Each sign must be kept in good condition.

## 16. REMEDIAL CLAUSE

IBL reserves the right to request the immediate correction of any or all of the above items and if need be, to instruct other parties to correct any infringement at the expense of the Lot Owner and to claim recovery of all costs associated with the correction of any infringements to the above items from the Lot Owner, or offset any incurred cost against the Construction Bond.

## 17. BELFAST SUBDIVISION LAND COVENANTS

The Lot Owner confirms that they have read and understand the requirements of the Belfast Subdivision Land Covenants and the Belfast Subdivision Building Covenants, and confirms that they will fully acquaint their Builder of the Builders' obligations and responsibilities in respect of these Covenants.

## 18. CONSTRUCTION BOND

The parties agree to execute the Construction Bond Agreement as part of these Covenants.

## 19. BELFAST SUBDIVISION BUILDING COVENANTS, LAND COVENANTS AND DESIGN GUIDELINES

IBL reserves the right to adopt, promulgate, amend, revoke and enforce the Belfast Subdivision Building Covenants, Belfast Subdivision Land Covenants and Belfast Subdivision Design Guidelines for the purposes of:

- a. governing the form and content of plans and specifications to be submitted to IBL for approval;
- b. governing the procedure for such submission of plans and specifications;
- c. establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colours and materials, details of construction, location and size of structures and all other matters that require approval by IBL; and
- d. assuring the conformity and harmony of external design and general quality of Belfast Subdivision.

Neither IBL nor its representatives shall be liable for any structural, functional or safety aspects in respect of any dwelling design as the Belfast Subdivision Design Guidelines relate to aesthetic compatibility. The Lot Owner

shall ensure that the Building work fully complies in all respects of the Belfast Subdivision Land Covenants and the Belfast Subdivision Building Covenants, and with all applicable New Zealand standards and regulations and local authority ordinances and bylaws, the New Zealand Building Code and all applicable statutes.

**19. ENFORCEMENT**

Notwithstanding the provisions of the dispute resolution clause below, if there is any breach or non-observance of any of the Belfast Subdivision Building Covenants then IBL (or its agent) has the right to give written notice to the party or parties in breach. If IBL (or its agent) gives written notice to the party or parties in breach then the party or parties in breach agrees to and shall at their cost:

- a. Forthwith upon receipt of the notice, make every endeavour and take all reasonable steps to remedy the breach or non-observance of any of the Belfast Subdivision Building Covenants; and
- b. Carry out such other remedial work specified in the notice and any other work required to remedy the breach or non-observance of any of the Belfast Subdivision Building Covenants; and
- c. Pay liquidated damages of \$200 per day for every day that such breach or non-observance of any of the Belfast Subdivision Building Covenants continues beyond 10 days after the date the notice is given to the party or parties in breach.

**20. DEFINITIONS**

The words defined in these Belfast Subdivision Building Covenants have the same meaning as the words in the Belfast Subdivision Land Covenants.

The following further expressions have the meanings as set out:

"Builder" means the party undertaking the Building works on the Lot Owner's lot.

"Construction Bond" means the construction bond referred to in the agreement for sale and purchase between IBL and the Lot Owner.

"Construction Bond Agreement" means the agreement in respect of the Construction Bond referred to in the agreement for sale and purchase between IBL and the Lot Owner.

"IBL" means Infinity Belfast Limited and/or its appointed agent.

"IBL" "Builder" and "Lot Owner" means where appropriate the executors, administrators, successors and permitted assignees.

**21. JOINT AND SEVERAL LIABILITY**

Where there is more than one Lot Owner in respect of a Lot, the liability of the Lot Owners under these Covenants shall be joint and several.

**22. DISPUTE RESOLUTION**

Any dispute arising concerning any aspects of these Covenants that cannot be resolved by agreement between the parties shall be resolved in accordance with the Dispute Resolution clause of the Belfast Subdivision Land Covenants.

Lot Number: .....

Lot Owner Name: .....

SIGNED by the Lot Owner: .....

Date: .....

Signed by Infinity Belfast Ltd: .....