

APPENDIX 4

Stage 2 Proposed Private Covenants

PROPOSED RESTRICTIVE COVENANT SCHEDULE FLAT POINT - STAGE 2

1. No dwelling erected on any lot shall have a gross floor area of less than 70 square metres.
2. Plans and specifications for any dwelling, building or other structure ("Improvements") shall be submitted for approval to Flat Point Beach Limited (in accordance with the procedures in it's constitution). Such approval shall be granted if the plans are in accordance with all building covenants contained herein.
3. Any building of Improvements shall be completed within one year of commencement of the physical work. Any requests for an extension of time required shall be made to Flat Point Beach Limited, and may be granted at its sole discretion.
4. The exterior colour finish of all Improvements shall be complementary to those colours which are predominantly found in the surrounding natural landscape, but specifically excluding short term bright flower colours.
5. The scale, form and exterior texture of Improvements shall be such that they are integrated with the surrounding natural landscape.
6. Any extension or alteration to an existing Improvement shall comply with the covenants contained herein, and shall be complementary to the design of the existing Improvement.
7. Any alteration or extension to water storage tanks must be of natural colour concrete or timber tankage and should be buried or partially buried so as to be consistent with the original water tanks.
8. No relocated buildings shall be moved onto any lot.
9. No caravans or mobile homes shall be used as accommodation on any lot. The area reserved for camping inland of the Flat Point Road (whilst under the control of John Charles McGuinness and Edith Mary McGuinness) shall be available for use for caravan or mobile home accommodation.
10. Once construction of a dwelling on a lot has commenced, the registered proprietor and any tradespeople involved with the construction will be permitted to place and use a caravan (free of charge whilst construction is in progress) at the area reserved for camping inland of the Flat Point Road (whilst the area remains in the control of John Charles McGuinness and Edith Mary McGuinness).
11. All fencing shall be constructed of natural timber or live hedgerow and shall not to exceed 1.2 metres in height. Any fence not facing a road may exceed this height, if necessary for reasons of neighbour privacy provided however that the increase in height does not interfere with the coastal view of any other lot owners.
12. No fencing shall be erected closer to any road than 5 metres from the edge of the nearest building site ("fencing exclusion area").
13. All radiata pines trees are to be removed by the start of the year 2010 and are to be maintained at a height not exceeding 3 metres during the intervening period. Provided however that any removal of trees or revegetation that is

required within the Dune Management Area prior to the year 2010 will remain the responsibility of the subdivider of the Lots.

14. No vegetation in excess of 0.75 metres high is permitted in the fencing exclusion area. No vegetation must delineate lot boundaries in the fencing exclusion area.
15. **In developing and maintaining lots, owners must ensure that at least 10% of the total lot area is retained in undeveloped natural vegetation, provided such an area may be enhanced by the use of approved plants. For the purpose of this requirement the required area may include any part of the lot that is subject to a dune covenant.**
16. The fencing exclusion area must be maintained in a tidy mown condition. Flat Point Beach Limited reserves the right to mow that area in the event that it is not so maintained. Any modification of the enforcement of this covenant shall be by agreement between the lot owner concerned and Flat Point Beach Limited.
17. No animals are permitted to be kept within the subdivision except for a maximum of two dogs and one neutered cat per lot, or vice versa numerically.
18. These permitted animals must be under good control and must not cause nuisance to other lot owners, or otherwise breach applicable by-laws and regulations.
19. Lot owners must at all times comply with the resource consent conditions applicable to the Flat Point Beach subdivision.
20. All exterior lighting must be directed in a manner that will not cause nuisance to any other lot owner.
21. No unsightly or oversized plant or other apparatus is to be visible on any lot.
22. No evidence of use of a Lot for commercial purposes is to be visible. This means the erection of any signs, or advertising or other use of the property for the lot owner or occupiers own commercial gain. By way of example, but without limiting the generality of this provision, evidence of use for commercial purposes includes traffic to and from any lot of a higher density than for normal use of a residential section. Use of reasonable real estate signage for the purpose of the sale of any Lot is permitted.
23. Where there is any dispute about the application or interpretation of any covenant contained herein, the matter shall be referred to Flat Point Beach Limited, and determined in accordance with the procedures set out in it's constitution.

Note: *Apart from covenant No 15, which is new, all proposed covenants are identical to those for Stage 1 of the Flat point Community.*