

ATTACHMENT C – PENINSULA BAY BUILDING COVENANTS

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Peninsula Bay Building Construction & Lot Development Covenants

(1) Purpose

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

(2) Health & Safety

It is a requirement that the Lot Owner ensure that the Builder (including all Builders sub-contractors) maintain an effective Health & Safety Policy for work carried out within the Peninsula Bay 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

Peninsula Bay reserves the right to enter onto the lot and require the immediate cessation of building activity that in Peninsula Bay's sole determination is causing unacceptable noise or nuisance. The Builder shall so immediately comply with any Peninsula Bay 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 Peninsula Bay, in particular a specific work activity that requires a longer than usual working day, such as a concrete slab pour.

(4) Fencing

Comply with work place health and safety regulations and if required fence off the site during construction.

(5) Lot Access

Access shall be over the dedicated future driveway entrance as detailed in the Building Plans. Prior to commencement of any construction activities on the Lot each Lot Owner shall create and form a single metalled vehicle crossing to their Lot and shall ensure that all vehicle access to the lot is via this crossing to prevent damage to the street swale. Such crossing shall be in the same location as any permanent crossing point. In the event of damage to the streetscape from construction activity the Lot Owner shall be responsible for repair of the same.

No use may be made of adjacent land, footpaths or recreation areas abutting any Lot for access (other than the access approved by Peninsula Bay) or for dumping of rubbish. Lot Owners shall be responsible to Peninsula Bay for all costs arising from damage to the landscaping, roads, footpaths, curbing, berms, concrete or other structures arising directly or indirectly from any access or use by the Lot Owner or their contractors and invitees.

Each Lot Owner shall create and form a permanent vehicle crossing point to their Lot.

(6) Builder's Site Sheds

All Builders site sheds shall be placed on the respective building lot no earlier than the commencement of the building works. The sheds and other structures must be immediately removed from the building lot upon completion of the building works.

(7) Loading, Unloading & 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 the footpath, verges, berm areas or adjacent lots.

(8) Parking of Trades and Delivery Vehicles during Construction

All vehicles whether they are contractors, tradesmen or a delivery must not be parked on the 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.

(9) 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 practicable and screened from neighbouring lots and roadways.

(10) Erosion Control

All exposed earth and disturbed areas of the lot must be protected from the 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 waste water pipes and waterways.

(11) No Animals

During the building construction period no animals of any kind are permitted on the building lots or within the confines of the Peninsula Bay subdivision.

(12) Rubbish, Rubbish Removal & Street Cleaning

Appropriate rubbish skips shall be kept within the lot (or in a designated area as approved by Peninsula Bay) for all rubbish and shall be cleared at regular intervals. At no time shall rubbish be permitted to escape outside of the building lot, or be permitted to cause an unsightly mess within the lot. The Builder shall ensure that all employees, contractors, sub-contractors or sub-trades 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 Peninsula Bay provides a dedicated rubbish skip set down and disposal facility and/or dedicated rubbish disposal & collection facility then the Lot Owner and/or Builder must if requested by Peninsula Bay use that dedicated facility.

Property Investment and Development		
Infinity Investment Group Holdings Ltd	Peninsula Village Ltd	Infinity Safara Ltd
Infinity Investment Group Ltd	Sunrise Bay Ltd	Marina Terrace Ltd
Infinity Developments Ltd	Infinity Flock Hill Ltd	Waterfall Creek Reserve Ltd
Infinity Real Estate Ltd	Infinity Properties Ltd	Infinity Hillend Developments Ltd
Infinity Helilline Ltd	Infinity Far Horizon Ltd	Infinity Accommodation & Management Services Ltd

(13) Washing Down & 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 Peninsula Bay provides a dedicated wash down & cleaning facility in which case wash down & cleaning of vehicles is permitted within that facility. All spillages of any material must be removed immediately from footpaths, street curbs, berms and roads. The cost of repairing any resultant damage including scuffing or road surface damage will be the responsibility of the offending Builder and the Lot Owner.

(14) Signage & Street or Lot Numbers

No sign shall be constructed or displayed on the Lot unless it is a standard builder 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.

(15) Remedial Clause

Peninsula Bay 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 Builder and/or Lot Owner and to claim recovery of all costs associated with the correction of any infringements to the above items from the Builder and/or Lot Owner.

(16) Land Covenants

The Lot Owner confirms that they have read and understand the requirements of the Land Covenants and the Building Construction & Lot Development Covenants and confirms that they will fully acquaint their Builder of the Builders obligations and responsibilities in respect of these covenants.

(17) Construction Bond

The Lot Owner will provide a construction bond to the satisfaction of Peninsula Bay sufficient to cover remedial costs of any damage done to Peninsula Bay infrastructure recoverable in terms of the requirements of these covenants.

(18) Building Construction Covenants & Land Covenants

Peninsula Bay reserves the right to adopt, promulgate, amend, revoke and enforce the Building Construction & Lot Development Covenants & Land Covenants for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted to Peninsula Bay for approval;
- (ii) governing the procedure for such submission of plans and specifications;
- (iii) 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 Peninsula Bay pursuant to this Agreement; and
- (iv) assuring the conformity and harmony of external design and general quality of the Peninsula Bay subdivision.

Neither Peninsula Bay nor its representatives shall be liable for any structural, functional or safety aspects in respect of any dwelling design.

The Builder and Lot Owner shall ensure that the Building work fully complies in all respects of the Land Covenants and the Building Construction & Lot Development 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) Approval Process for Buildings and Site Development

Prior to submitting Building plans and Building consent applications 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 Peninsula Bay (such approval to be considered in an impartial and reasonable manner) in respect of:

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- (a) The proposed floor plan and all exterior finishes,
- (b) Location for the initial dwelling and other Buildings to be constructed on the Lot,
- (c) A Landscape Plan for the Lot,
- (d) The Building Consent application proposed to be made to the Building Consent Authority
- (e) Proposed access from streets or rights of way and off street parking.

Peninsula Bay 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 (e) above.

(20) Enforcement

Notwithstanding the provisions of the dispute resolution clause if there is any breach or non-observance of any of the Building Construction & Lot Development Covenants then Peninsula Bay (or its agent) has the right to give written notice to the party or parties in breach. If Peninsula Bay (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:

- i) Forthwith upon receipt of the Peninsula Bay (or its agent's) notice make every endeavour and take all reasonable steps to remedy the breach or non-observance of any of the Building Construction & Lot Development Covenants; and
- ii) Carry out such other remedial work specified in the Peninsula Bay (or its agent's) notice and any other work required to remedy the breach or non-observance of any of the Building Construction & Lot Development Covenants; and
- iii) Pay liquidated damages of \$200 per day for every day that such breach or non-observance of any of the Building Construction & Lot Development Covenants continues beyond 10 days after the date upon written notice is given by Peninsula Bay (or its agent) to the party or parties in breach.

(21) Definitions

The words defined in the Land Covenants have the same meaning as the words in the Peninsula Bay Building Construction & Lot Development 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.

"Peninsula Bay" means Peninsula Village Limited and Wanaka Bay Limited and/or its appointed agent

"Peninsula Bay" "Builder" and "Lot Owner" means where appropriate the executors, administrators, successors and permitted assigns.

"Liability" the liability of the Lot Owner and the Builder under these covenants shall be joint and several.

(22) Dispute Resolution

Any dispute arise concerning any aspects of these covenants that can not be resolved by agreement between the parties shall be resolved in accordance with the Dispute Resolution clause of the Land Covenants.

SIGNED by the Lot Owner

SIGNED for & on behalf of Peninsula Village Limited and Wanaka Bay Limited

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