

## **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 Yaldhurst.

## **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**

IYL reserves the right to enter onto the lot and require the immediate cessation of building activity that in IYL's sole determination is causing unacceptable noise or nuisance. The Builder shall immediately comply with any IYL 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 IYL, 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 Yaldhurst Design Guidelines (as appropriate). (Refer to the 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 IYL) or for dumping of rubbish. Lot Owners shall be responsible to IYL for all costs arising from damage to any landscaping, swales, roads, footpaths, kerbing, berms, concrete or other structures arising directly or indirectly from any access or use by the Lot Owner or their contractors and invitees.

## **6. VEHICLE CROSSINGS**

When a vehicle crossing from the road to any residential Lot at Yaldhurst is constructed, any irrigation line 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 or Builder 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 IYL 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 IYL for the irrigation system to be tested to ascertain if there is unseen damage. Lot Owners or Builders shall contact the IYL 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 IYL office as required above and damage to the irrigation line becomes apparent, the Lot Owner and Builder 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 and Builder are each responsible for the cost of reinstatement by IYL or its contractor undertaking such works.

## **7. BUILDERS' SITE SHEDS**

All Builders' site sheds shall be placed on the respective building 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 building Lot upon completion of the building works.

## **8. 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 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 waste water pipes, lakes and waterways.

## **12. NO ANIMALS**

During the building construction period no animals of any kind are permitted on the building Lots or within the confines of the Yaldhurst development.

## **13. RUBBISH, RUBBISH REMOVAL & STREET CLEANING**

Appropriate rubbish skips shall be kept within the Lot (or in a designated area as approved by IYL) 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 IYL provides a dedicated rubbish skip set down and disposal facility and/or dedicated rubbish disposal and collection facility, then the Lot Owner and/or Builder must, if requested by IYL, use that dedicated facility.

## **14. 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 IYL 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 Builder and the Lot Owner.

## **15. SIGNAGE & 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**

IYL 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, or offset any incurred cost against the Construction Bond.

## **17. LAND COVENANTS**

The Lot Owner confirms that they have read and understand the requirements of the Land Covenants and the 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 as part of these Covenants.

## **19. BUILDING COVENANTS, LAND COVENANTS AND DESIGN GUIDELINES**

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

- a. governing the form and content of plans and specifications to be submitted to IYL for approval pursuant to the provisions of the Construction Bond Agreement;
- 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 the Vendor pursuant to this Agreement; and
- d. assuring the conformity and harmony of external design and general quality of the Yaldhurst development.

Neither IYL nor its representatives shall be liable for any structural, functional or safety aspects in respect of any dwelling design as the Design Guidelines relate to aesthetic compatibility. The Builder and Lot Owner shall ensure that the Building work fully complies in all respects of the Land Covenants and the 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.

**20. ENFORCEMENT**

Notwithstanding the provisions of the dispute resolution clause, if there is any breach or non-observance of any of the Building Covenants then IYL (or its agent) has the right to give written notice to the party or parties in breach. If IYL (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 IYL (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 Covenants; and
- b. Carry out such other remedial work specified in the IYL (or its agent's) notice and any other work required to remedy the breach or non-observance of any of the Building Covenants; and
- c. Pay liquidated damages of \$200 per day for every day that such breach or non-observance of any of the Building Covenants continues beyond 10 days after the date upon written notice is given by IYL (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 Yaldhurst Building 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.

“IYL” means Infinity Yaldhurst Limited and/or its appointed agent.

“Yaldhurst” “Builder” and “Lot Owner” means where appropriate the executors, administrators, successors and permitted assignees.

**22. JOINT & SEVERAL LIABILITY**

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

**23. 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 Land Covenants.

**Lot Number:** .....

**Lot Owner Name:** .....

**SIGNED by the Lot Owner:** .....

**Date:** .....

**Signed by Infinity Yaldhurst Ltd:** .....