

Covenants for Rosemerryn, Lincoln,

The Rosemerryn Vision

All dwellings in this development must be of a good standard. The Vendor expects that each dwelling will be individual in its own distinctive style, so that repetitive design does not dominate Rosemerryn. Any dwelling under 200m² must retain the high standard of more substantial homes. Each dwelling must be designed to compliment the subdivision and maximise the potential of each site.

Building Covenants

- 1 The purchaser shall not erect any structure other than one new dwelling house with a minimum floor area of not less than 200m² including garaging on lots greater than 700m², and one dwelling house with a minimum floor area of not less than 185m² including garaging on lots less than 700m².
- 2 The Vendor makes no warranties, recommendations or approvals with regard to Selwyn District Council building codes or planning requirements.
- 3 The purchaser may not further subdivide any lot.
- 4 The purchaser shall not construct, place or permit any caravan, hut or other structure on the property, for any kind of permanent or temporary residential use other than a new house as per clause 1.
- 5 The purchaser shall not construct or cause to be constructed any front or side fences within two metres of the property's boundary fronting the road.
- 6 The purchaser shall not use or permit to be used any second-hand materials without first obtaining written approval from the vendor. The dwelling must be built on site and from individual designs, no re-locatable or kitset homes permitted.
- 7 All dwelling plans must be approved in writing by the vendor or the vendor's nominated agent, prior to construction. Matters of approval will include architectural merit, materials to be used and colours.
- 8 Any house or garage wall with street frontage must include at least two windows except where the vendor approves otherwise in writing. The purchaser agrees that any concrete block wall will be covered with exterior cladding as the remainder of the dwelling or an alternative cladding approved by the vendor in writing.
- 9 Roofing material, guttering, down-pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products may not be used on any building unless specifically approved by the vendor in writing.
- 10 Once construction of the approved dwelling has commenced (foundation excavated), the dwelling must be substantially completed to the vendor's satisfaction within 18 months.
- 11 The purchaser shall not permit any rubbish, including builders waste materials, to accumulate or to be placed upon the land or any adjoining land, or permit grass or weeds to grow to a height exceeding 75mm. The vendor shall have the right to remove any building materials from the site or any building materials from the site or adjoining site or to maintain the site in a reasonable condition, that in the vendor's sole discretion, if left in its state, may be detrimental to the subdivision, with reasonable costs to be met by the purchaser and payable on demand.
- 12 The vendor shall not be liable for any conformance or non-conformance of these covenants.
- 13 The purchaser shall not erect or permit to be erected or placed on any of Lots 17-20 any dwelling house or other building of more than a single storey.