

## **RESTRICTIVE COVENANTS (STAGE 1)**

### **1. THE GRANTOR AND THEIR SUCCESSORS IN TITLE SHALL NOT:**

#### **1.1 Subdivision**

Further subdivide any of Lots 1 to 68 whether by way of cross-lease, unit title, subdivision into separate lots or in any other way.

#### **1.2 Temporary Accommodation**

Permit or suffer the property to be occupied or used as a residence either by the erection of temporary structures or the placing thereon of caravans or other vehicles used for human habitation.

#### **1.3 Use Prior to Completion**

Use the property as a residence before a Code Compliance Certificate has been issued by the Christchurch City Council unless section 364(2) of the Building Act 2004 applies.

#### **1.4 Storage of Vehicles**

Store any vehicles (including boats, trailers, caravans and motor-homes) in any structure such as a gazebo, lean-to or carport that is not fully enclosed.

#### **1.5 Noxious Weeds and Rubbish**

Allow the accumulation or housing of any rubbish, noxious substances, noxious birds or animals which may be likely to cause nuisance or annoyance to the neighbouring occupiers, or permit grass or weeds to grow to such a height as to become unsightly.

#### **1.6 Animals**

Permit any dog or other pet to be kept in or about the property which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision, and in particular, without otherwise limiting this restriction, not to keep on or about the property any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila. The keeping of pigeons is expressly prohibited.

#### **1.7 Signs**

Permit any advertisement, sign or hoarding of a commercial nature (excluding a professionally made "For Sale" sign) to be erected on any part of the property or dwelling, including any sign indicating that the dwelling is a Show Home, PROVIDED THAT the grantee shall have the discretion to allow a Show Home sign to be erected on Lots 200 to 231 for a limited period of time, AND FURTHER PROVIDED THAT under no circumstances shall any signage be affixed to any of the decorative fences referred to in clause 1.9.

## **1.8 Gas**

Allow use of any portable gas cylinders or bottles on the property or in any building for any permanent cooking, water heating or domestic heating purposes, (except gas bottles for use with outdoor barbeques or free-standing outdoor gas heaters).

## **1.9 Decorative Fences**

- a) In respect of Lots 1, 2, 4, 5, 19, 20, 21, 25 to 32, 55, 56, 57, 203 & 204:
  - i) Remove or modify the decorative steel railing fence on the boundary between the Lot and the adjoining Reserve PROVIDED HOWEVER that (subject to the Grantor getting any necessary consents from the local authority) the Grantor shall be entitled to install one pedestrian gate matching the metal fence.
  - ii) Build or permit to be built any building or structure within three metres of the boundary between the property and the adjoining Reserve excluding Lots 1, 4, 5, 30 and 31 which may reduce this to two metres. In this context, a building or structure shall not include a swimming pool or any structure the sole purpose of which is for landscaping but shall include any additional fencing.
- b) In respect of Lots 21, 22, 23, 25, 41, 42 & 43, remove or modify the decorative steel railing fence on the boundary between the Lot and Road A PROVIDED HOWEVER that (subject to the Grantor getting any necessary consents from the local authority) the Grantor shall be entitled to install one pedestrian gate matching the metal fence

## **1.10 Dwelling Height – Lots 1 to 68**

- a) Erect on any of Lots 2 to 5, 7 to 10, 12, 13, 16 to 18, 20, 22 to 24, 26 to 28, 32 to 37, 39 to 43, 46 to 50, 52 to 60, 64 to 68 (all inclusive) a dwelling greater in height than a single storey. The Grantee may, at the Grantee's sole discretion, approve:
  - i) the erection of split-level dwellings on contoured lots; and
  - ii) living areas situated within the roof cavity of a dwelling PROVIDED THAT there are no windows set into the roofline or gable area and that the only natural light permitted into the roof cavity is from skylights;which dwellings shall not be deemed to be in breach of this clause by virtue of their split-level nature, or by having a living area being situated within the roof cavity.
- b) Erect on any of Lots 1, 6, 21 and 31 a dwelling of fewer than two storeys, however single storey garaging is permitted.

## **1.11 Dwelling Height – Lots 200-231**

- a) Erect on any of Lots 200-231 a dwelling of fewer than two storeys, however single storey garaging is permitted. The Grantee may, at the Grantee's sole discretion, approve:

- i) the erection of split-level dwellings on contoured lots; and
- ii) living areas situated entirely within the roof cavity of a dwelling and dormer windows, skylights and gable end windows in respect of rooms contained fully within the roof;

which dwellings shall not be deemed to be in breach of this clause by virtue of their split-level nature, or by having a living area being situated within the roof cavity.

- b) Erect on any of Lots 200 to 231 (inclusive) a dwelling greater in height than nine (9) metres when measured from the finished ground level.

#### **1.12 New Materials**

Erect or permit to be erected on the Lot any building using anything other than new materials PROVIDED THAT second-hand bricks may be allowed for exterior cladding at the Grantee's discretion. No pre-lived in or pre-built dwelling shall be transported on to the Lot.

#### **1.13 Non-permitted Cladding Materials**

Construct any building on the Lot with an external cladding of unrelieved flat sheet fibrolite, hardiflex, galvanised steel or similar materials PROVIDED THAT this restriction shall not apply to the cladding of soffits or gable ends.

#### **1.14 Painting**

Leave the outside of any dwelling unfinished, or any exterior walls or doors unpainted or unstained PROVIDED THAT this clause shall not apply where natural timber cladding or decorative brick, stone or concrete are used.

#### **1.15 Building Materials**

Use as a roofing material any material other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel) of a single colour or pre-painted long-run pressed steel (the use of zincalume shall not be permitted), nor exterior cladding of material other than clay brick, weather-board, concrete block, masonry, stucco, solid plaster or glazing or a combination of the above. Preferred building materials are detailed in the Grantee's Design Guidelines.

#### **1.16 Fencing Materials**

Erect or permit to be erected on the land any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron, or metal sheeting.

#### **1.17 Road Boundary Fencing - Lots 1-68**

- a) In respect of Lots 5 to 9, 11 to 17, 19, 22 to 24, 26 to 31, 33 to 36, 45 to 55, 57 to 66, permit any fence or other structure to be erected in the area between the road boundary and a line drawn parallel to the road boundary, with the distance between such line and the road boundary being determined by the part of the dwelling nearest to the road boundary

PROVIDED THAT in respect of Lots 51 and 61 a fence may be erected on the boundary with Road C.

- b) In respect of Lots 21, 22, 23, 41, 42, 43 & 44, permit any fence or other structure (other than the decorative steel railing fence on the boundary) to be erected in the area between the boundary with Road A and a line drawn parallel to that boundary, with the distance between such line and that boundary being determined by the part of the dwelling nearest to the boundary.
- c) In respect of Lot 5, permit any fence or other structure to be erected in the area between the Reserve and a line drawn parallel to the boundary with the Reserve, with the distance between such line and that boundary being determined by the part of the dwelling nearest to the Reserve
- d) In respect of Lot 37, permit any fence or other structure to be erected between the boundary with Road C and the dwelling other than a decorative steel railing fence of the same design and height as the fence between Lot 180 and Lot 4.

#### **1.18 Road Boundary Fencing - Lots 200-231**

- a) Permit any fence or other structure to be erected within 1 metre of the boundary of each of Lots 200 to 220 and the road.
- b) Permit any fence or other structure to be erected on or within 1 metre of the boundary of each of lots 223 to 227 and the road to be constructed of any material other than an open, vertical metal fence with a powder coated finish, and exceeding 1.4 metres in height.
- c) Permit any fence situated between 1 metre and 2 metres of the boundary of each of Lots 200 to 231 and the road to be constructed of any material other than an open, vertical, metal fence with a powder coated finish, and exceeding 1.4 metres in height.
- d) Permit any other fences between 2 metres from the boundary with the road and the front façade of any dwelling situated on Lots 200 to 231 to be constructed of any material other than timber picket fences with solid timber cappings and 25% vertical openings, and exceeding 1.6 metres in height.
- e) Permit any area between the road boundary and any fence on Lots 200 to 231 to remain without landscaping approved by the Grantee pursuant to clause 1.26.

#### **1.19 Side Boundary Fences - Lots 1-68**

- a) Permit any fence to be erected on the boundary between any of Lots 1 to 68 on the plan within 3 metres of the point where the boundary meets the road PROVIDED that this shall not apply to the side boundaries of Lots 21, 22 and 23 which meet Road A.
- b) In respect of Lots 7, 14, 15, 23, , 38, & 45, permit any fence to be erected on the boundary with the adjoining Lots 204, 223, 209, 207, 210, 217, and 218 at a height greater than 1 metre for a distance of 3 metres from the point where the boundary meets the road.

- c) In respect of Lot 37, permit any fence to be erected on:-
  - (i) the boundary with Lots 229 and 231; or
  - (ii) the line marking the western edge of area AA, other than a decorative steel railing fence of the same design and height as the fence between Lot 180 and Lot 4.

#### **1.20 Side Boundary Fences - Lots 200-231**

- a) Permit any fence to be erected on the boundary between any of Lots 200 to 220 within 1 metre of the point where the boundary meets the road.
- b) Permit any fence to be erected within 1 metre of the boundary between any of Lots 223 to 227 and the road, and between Lots 227 and 229 and the road, other than a fence of the same design and specifications as the fence (if any) erected on the road boundary of each lot.
- c) Permit any fence to be erected on the boundary between Lots 229 and 37 and between Lots 231 and 37.
- d) Permit any fence to be erected between any side boundary and any dwelling situated on Lots 200 to 231 unless such fence is at least one metre to the rear of a line drawn as a production of the part of the dwelling nearest to the road.
- e) Permit any fence erected on the Lot or any boundary to exceed 1.8 metres in height.

#### **1.21 Letterbox**

Erect a dwelling without contemporaneously erecting a new letterbox of a design, colour and cladding consistent with the dwelling or fences, or as approved by the Grantee in accordance with clause 1.26.

#### **1.22 Completion of Landscaping, Driveways and Paths**

Permit the dwelling to be occupied unless all driveways and paths are completed in permanent materials, all wooden boundary fences are stained, and all unpaved areas are properly grassed or landscaped.

#### **1.23 Satellite Dishes**

Place or allow to be placed on the land or buildings any aerials or satellite dishes unless the same comply with the following requirements:

- a) have a maximum diameter of one metre; and
- b) are situated at least four metres from the front façade of the dwelling; and
- c) are mounted below the ridgeline of the roof.

#### **1.24 Garden Ornamentation**

Place or allow to be placed on the land or buildings any brightly painted ornaments which are reasonably visible by any other person standing on the footpath of any legal road.

### **1.25 Limitation on Motor Vehicle Access**

- a) In respect of Lots 24 and 44, obtain access to the Lot by Motor Vehicle directly from a Legal Road other than across the area marked CB or CA.
- b) In respect of Lots 21, 22, 23, 25, 41, 42, 43, 200, 201, 202, 203, 204, 205, 206 and 220, obtain access to the Lot by Motor Vehicle from Road A.
- c) In respect of Lots 200 and 206, obtain access to the Lot by Motor Vehicle directly from Road C.
- d) In respect of Lots 218, 219 and 220, obtain access to the Lot by Motor Vehicle directly from Road F.
- e) In respect of Lot 218, obtain access to the Lot by Motor Vehicle directly from Road G for more than one dwelling.
- f) For the purposes of this clause 1.25 the words "Motor Vehicle" shall have the meaning given to them in section 2 of the Land Transport Act 1998.

### **1.26 Grantee to Approve Plans**

Commence any work on the property:

- a) without submitting to the Grantee for its approval all building plans, including site plans (showing the position of the vehicle crossing) specifications, fencing, landscaping plans (which shall be prepared by a qualified landscape designer) and builder. Sole discretion lies with the Grantee in approving building and site plans, specifications, fencing and landscaping plans, which shall comply with the Design Guidelines provided by the Grantee in all respects. In respect of Lots 200-231, the plans shall be submitted in a two-stage process as set out in the Grantee's Design Guidelines.
- b) which does not conform in all respects to the plans approved by the Grantee. Any variation to or deviation from the approved plans and Design Guidelines not approved by the Grantee will be a breach of this clause and subject to the provisions of clause 3.

PROVIDED THAT this clause 1.26 will cease to apply and be of no further effect from the date that a Code Compliance Certificate is issued for the first dwelling to be built on the Lot.

AND FURTHER PROVIDED THAT the Grantor acknowledges that the Grantee has no legal responsibility or liability for the enforcement, enforceability or applicability of these covenants, nor does the Grantee undertake to enforce or monitor compliance with these covenants on an ongoing basis.

### **1.27 Construction Fencing**

Commence construction until temporary fencing has been erected on the entire length of all unfenced boundaries. The temporary fence must comprise removable wire or shade cloth (or other see-through material) and must provide only one vehicle access to the lot from the road or right-of-way.

### **1.28 Construction Zone Areas**

Commence construction until a vehicle crossing of no more than four metres width has been installed in a position approved by the Grantee, the kerb cut down at the crossing and the driveway from the road to the Lot formed and suitably based. The Grantor shall not make any use of the adjoining lots (whether occupied or not) any berms (except at designated crossings) or footpaths for construction work or for access by vehicles.

### **1.29 Health and Safety Requirements**

Permit any construction unless the building site complies with the requirements of the Health and Safety in Employment Act 1992 at all times.

### **1.30 Delivery of Materials**

Undertake or permit during the course of construction the loading, unloading, delivery, or storage of building materials other than within the boundaries of the property.

### **1.31 Building Rubbish**

Carry out any construction unless an adequate rubbish skip is present at all times (and regularly emptied or replaced) nor allow during the course of construction any rubbish to blow outside the boundaries of the Lot.

### **1.32 Washing of Vehicles**

During the course of construction allow any vehicles to be washed down other than within the boundaries of the Lot.

### **1.33 Portable Toilet Facility**

Permit the Grantor's construction workers or contractors to use the property or any other area on the Plan for toileting purposes. Prior to construction commencing, the Grantor shall provide a suitable portable toilet facility for use by the Grantor's construction workers and contractors.

## **2. DISPUTE RESOLUTION**

**2.1** Except as relates to the exercise of any discretion, opinion, approval or consent requested of the Grantee under these covenants, if any dispute arises between the parties concerning the covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.

**2.2** If the dispute is not resolved within twenty working days of the date on which the parties began their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.

- 2.3** If an arbitrator cannot be agreed upon within a further ten days, then an independent arbitrator will be appointed by the President for the time being of the Canterbury District law Society.
- 2.4** Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.

**3. DEFAULT PROVISIONS**

If there should be any breach or non-observance of any of these covenants and without prejudice to any other liability which the Grantor may have to any person having the benefit of this covenant, the Grantor will upon written demand being made by the Grantee or any of the registered proprietors of the lots:

- 3.1** Pay to the person making such demand as liquidated damages the sum of \$100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made.
- 3.2** Remove or cause to be removed from the land any dwelling, garage, building, fence or other structure erected or placed on the land in breach or non-observance of the above covenants.
- 3.3** Replace any building materials used in breach or non-observance of the above covenants.

**4. EFFECT OF FURTHER SUBDIVISION**

If any of Lots 200 to 231 are amalgamated and/or further subdivided, the provisions in clauses 1.18 and 1.20 shall apply to the new Lots created by the amalgamation and/or subdivision as if the references to the boundaries of Lots 200 to 231 were references to the boundaries of the new Lots.