

RESTRICTIVE COVENANTS (STAGE 2)

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

1.1 Subdivision

Further subdivide any of Lots 87 to 110, and 113 to 165 whether by way of cross-lease, unit title, sub-division 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 which 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 166 to 173 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

1. In respect of Lots 87, 92 to 104, 124, 125, 139, 141, 165 to 173:
 - a) 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.
 - b) 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 92, 95, 96, 139, & 141 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.
2. In respect of Lot 135, remove or modify the decorative steel railing fence on the boundary between the Lot adjacent to the intersection of Annex Road and Road B.
3. In respect of Lots 87 to 91, remove or modify the decorative steel railing fence on the boundary between the Lot and Annex Road and Road B 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.
4. In respect of Lots 113 to 126, remove or modify the 1.8 metre-high capped paling fence on the boundary between the Lot and Annex Road.
5. In respect of Lot 105, remove or modify the decorative steel railing fence on the boundary between the Lot and Pt RS 146 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.
6. In respect of Lot 105, build or permit to be built any building or structure within three metres of the boundary between the property and Pt RS 146.

1.10 Dwelling Height – Lots 87 to 165

- a) Erect on any of Lots 88 to 90, 93 to 95, 97 to 104, 107 to 111, 113 to 123, 125 to 127, 130, 131, 133, 136 to 138, 141, 142, 145, 146, 148 to 150, 152 to 156 and 158 to 165 (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 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 91, 128, 135 and 139 a dwelling of fewer than two storeys, however single storey garaging is permitted.

1.11 Dwelling Height – Lots 166 to 173

- a) Erect on any of Lots 166 to 173 (inclusive) a dwelling greater in height than nine (9) metres when measured from the finished ground level. 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 166 to 173 a dwelling of fewer than two storeys, however single storey garaging is permitted.

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 87-110, & 113-165

- a) In respect of Lots 91 to 110, 113 to 125, 127 to 129, 132 to 140, 143, 144, 147 to 152, 157 to 165, permit any fence or other structure to be erected in the area between the boundary with Road B and a line drawn parallel to that boundary, with the distance between such line and the Road B boundary being determined by the part of the dwelling nearest to the Road B boundary.
- b) In respect of Lots 87 to 91, permit any fence or other structure (other than the decorative steel railing fence on the boundary with Annex Road) to be erected in the area between the boundary with Annex Road and a line drawn parallel to that boundary, with the distance between such line and the Annex Road boundary being determined by the part of the dwelling nearest to the Annex Road boundary.

1.18 Road Boundary Fencing - Lots 166 and 173

- a) Permit any fence or other structure to be erected within 1 metre of the boundary with Road B.
- b) Permit any fence situated between 1 metre and 2 metres of the boundary with Road B 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 other fences between 2 metres from the boundary with Road B and the front façade of any dwelling situated on Lots 166 and 173 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.
- d) Permit any area between the boundary with Road B and any fence on Lots 166 and 173 to remain without landscaping approved by the Grantee pursuant to clause 1.25.

1.19 Side Boundary Fences - Lots 87-165

Permit any fence to be erected on the boundary between any of Lots 87 to 165 on the plan within 3 metres of the point where the boundary meets the road.

1.20 Limitation on Motor Vehicle Access

- a) In respect of Lots 87 to 90, and 113 to 126, obtain access to the Lot by Motor Vehicle from Annex Road.
- b) In respect of Lots 91 and 166, obtain access to the Lot by Motor Vehicle directly from Road B.
- c) In respect of Lot 173, obtain access to the Lot by Motor Vehicle directly from Road B other than across the area marked CC.

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 1.25.

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 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 166-173, 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 1.25 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.

1.26 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.

1.27 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.

1.28 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.

1.29 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.

1.30 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.

1.31 Washing of Vehicles

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

1.32 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 (10) 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 166 to 173 are amalgamated and/or further subdivided, the provisions in clause 1.18 shall apply to the new Lots created by the amalgamation and/or subdivision as if the references to the boundaries of Lots 166 to 173 were references to the boundaries of the new Lots.