

RESTRICTIVE COVENANTS

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

1.1 Subdivision

Further subdivide any of Lots 1 to 10, 12, 13, 14 or 17 by way of cross-lease, unit title or subdivision into separate lots, PROVIDED HOWEVER that this restriction will not apply to a subdivision which has the effect only of adjusting the boundaries between two adjoining lots.

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 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.

1.5 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.

1.6 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 under no circumstances shall any signage be affixed to any of the decorative fences referred to in clause 1.7.

1.7 Decorative Fences

- a) In respect of Lot 17 remove or modify the decorative steel railing fence on the boundary between the Lot and the adjoining property known as Stanley Park.*
- b) In respect of Lots 12, 13, 14 and 17 remove or modify the decorative steel railing fence on the boundary between the Lot and Beach Road.*
- c) In respect of Lot 14 remove or modify the decorative steel railing fence on the boundary between this lot and part of (Lot 16 – number of new road to be inserted).*

- d) *In respect of Lots 8, 9, 10 and 11, remove or modify the post and rail fence erected on the boundaries that each of Lots 8, 9 and 10 have with Lot 11.*

1.8 Dwelling Height

Erect on any of Lots 1 to 10 and 12, 13, 14 and 17 a dwelling or any other structure of which any part (excluding vents and chimneys) exceeds the height limit for the lot as set out in the Schedule.

1.9 Height of Trees

Suffer any tree or other vegetation to grow to a height exceeding the height limit for the lot as set out in the Schedule, but this shall not apply to two trees on Lot 11 and one tree on each of Lots 12 and 13.

1.10 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.

1.11 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.

1.12 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.

1.13 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 (but the use of metal roofing materials that do not have non-metallic coatings to minimise the loss of zinc in roof run-off 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 these.

1.14 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.

1.15 Boundary Fencing

In respect of Lots 2, 4, 5, 6, 10, 12, 13, 14 and 17 allow any fence greater in height than one metre above the finished ground level to be erected within 3 metres of a legal road, except for the fence referred to in clause 1.7(c).

1.16 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.

1.17 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 mounted lower than the highest point of the building.*

1.18 Grantee to Approve Plans

Commence any work on any of Lots 1 to 10, 12, 13, 14 and 17:

- 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 generally with the Design Guidelines provided by the Grantee. The Grantor acknowledges that the Grantee shall be entitled to withhold its approval to plans which generally comply with the Grantee's Design Guidelines if inadequate or no provision has been made for collection and storage of rainwater for irrigation. In respect of Lots 12, 13, 14 & 17, the plans shall be submitted in a two-stage process as set out in the Design Guidelines.*
- b) which does not conform to the plans approved by the Grantee. Any variation to or deviation from the approved plans not approved by the Grantee will be a breach of this clause and subject to the provisions of clause 3.*
- c) without having in place a process approved by the Christchurch City Council and the Grantor for the onsite control of sediment during the course of construction*

PROVIDED THAT this clause 1.18 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.

1.19 Bulk and Location

- a) In respect of Lots 12, 13, 14 and 17, build an Accessory Building (as defined in the Christchurch City Plan) within the boundary setbacks on the north-east and the south-west boundaries of the Lot at a distance greater than 12 metres from the south-east boundary but this shall not apply to a single storey garden shed or pool shed of which the total length of each side is 3 metres or less.*

- b) *In respect of Lots 12, 13, 14 and 17 erect any building within the areas shown ZA, ZB, ZC, ZD or ZE unless such building is set back at least 2.5 metres from the south-west boundary and at least 2 metres from the north-east boundary of the Lot.*

1.20 Land Use Consent Objections

Make, nor assist any third party to make, any objections to a land use consent application which may be made in respect of any of Lots 12, 13, 14 and 17 on Deposited Plan [], nor refuse to sign an Affected Party Consent, provided that the land use consent being sought is limited to obtaining consent for the following non-complying effects:-

- a) *An increase in the recession plane angle relative to the north-east boundary of the Lot from 45° to 60°;*
- b) *The construction of a building which projects more than half of one gable-end (with a maximum width of 6 metres measured at the eaves) through the recession plane on each of the north-east and south-east boundaries of the Lot.*

1.21 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.

1.22 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 or right of way 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.

1.23 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.

1.24 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.

1.25 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.

1.26 Washing of Vehicles

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

1.27 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 Branch of the New Zealand 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 that 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 AMALGAMATED LAND AND BOUNDARY ADJUSTMENTS

- 4.1** *Lot 1 has been amalgamated with Section 2 SO Plan 415187 and Lot 17 has been amalgamated with Section 1 SO Plan 415187. Any reference in these covenants to a "lot" includes the land with which it has been amalgamated, to the effect that any covenant that applies to Lots 1 or 17 applies also to the land with which it has been amalgamated. Where there is a reference to the boundaries of Lots 1 or 17, that will be a reference to the external boundaries of the Lot and the amalgamated land as if they were one lot.*
- 4.2** *If any two lots are subdivided by way of a boundary adjustment (as permitted by clause 1.1) the height restriction in clauses 1.8 and 1.9 that will apply to each of the lots created*

