

## **1. INTERPRETATION**

For the purposes of this Land Covenant, “the Developer” means Ngāi Tahu Property Limited.

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

### **2.1 Subdivision**

Further subdivide any Residential Lot (as defined in clause 2.14(a)) on DP[ ] whether by way of cross-lease, unit title, subdivision into separate lots or in any other way PROVIDED HOWEVER that this restriction will not apply to Lots 1000, 1042, 1046 and 1203, nor to a subdivision which has the effect only of adjusting the boundaries between two adjoining Lots.

### **2.2 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.

### **2.3 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.

### **2.4 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.

### **2.5 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.

### **2.6 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.

### **2.7 Signs**

Permit any advertisement, sign or hoarding of a commercial nature (excluding a professionally made “For Sale” sign not exceeding 2 square metres in size) to be erected on any part of the property or dwelling, PROVIDED HOWEVER that the Developer shall, at its discretion, be entitled to exempt one or more lots of its choice from this restriction for a maximum period of two years after the date that DP[ ]

is deposited.

## 2.8 Dwelling Height

On any of the lots except lots 1021, 1022, 1023, 1104, 1105, 1106, 1107, 1129, 1132, 1133, 1136, 1137, 1180, 1189, 1198 and 1204 erect a dwelling greater in height than a single storey. The Developer may, at the Developer's sole discretion, approve a dwelling with the 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 set into the roof.

## 2.9 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.

## 2.10 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 some soffits or gable ends.

## 2.11 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.

## 2.12 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, 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.

## 2.13 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.

## 2.14 Boundary Fencing

### 2.14.1 Interpretation

For the purpose of clauses 2.1 and 2.14 the following words and phrases mean:

**"Double-Frontage Lots"** means Lots 1023, 1024, 1049, 1055, 1056, 1061, 1062, 1069, 1077, 1078, 1094, 1095, 1104, 1107, 1116, 1119, 1125, 1128, 1131-1134, 1145, 1146, 1148, 1155, 1165, 1171, 1180, 1182, 1189, 1193, 1198, 1200, 1204 and 1205.

**"Maximum Length"** means 40% of the length of the Road Boundary.

**“Reserve Frontage Lots”** means Lots 1025, 1027, 1028, 1031, 1032, 1035, 1036, 1039, 1040, 1041, 1042, 1088, 1089, 1100, 1101, 1016, 1017, 1020, 1021, 1142, 1143, 1156-1164, and 1203

**“Residential Lots”** means all lots on DP [ ] excluding Lots 1010, 3029, 5000, 5001, 5002 and any Lot shown as Kiosk Site, Road or Reserve

**“Road Boundary”** means a boundary between a Lot and any legal road.

**“Side Boundary”** means a boundary between a lot and an adjoining lot that is not a Road Boundary.

**“Total Length”** means the total length of the fence taken in a line parallel to the road.

**“Transparent”** means able to be seen through either because no solid construction is present or because there are spaces between the elements used in the construction that are at least the same width as the elements themselves.

The diagrams in Schedules A and B are intended to illustrate fences which comply with this clause 2.14 but are not the only complying design.

#### 2.14.2 Road Boundary Fencing

The Grantor shall not permit any fence or other structure (other than a letterbox or a fence of the type referred to in clause 2.14(c)) 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 Road Boundary being determined by those parts of the dwelling closest to the Road Boundary.

#### 2.14.3 Permitted Road Boundary Fences

For the purpose of clause 2.14(b) the Grantor shall be permitted to erect one fence (or on Double Frontage Lots, up to two fences) between the dwelling and the Road Boundary provided that the fence or fences are erected at least 1 metre from the Road Boundary and they comply with the following requirements:

- i) The fence or fences are constructed using primarily the same materials as the external walls of the dwelling; and
- ii) The fence or fences are either no higher than 0.8 metres above finished ground level, or if the fence or fences are higher than 0.8 metres then for at least half of the length (or combined length where more than one fence is erected) the fence is Transparent; and
- iii) The Total Length if the fence does not exceed the Maximum Length. By way of illustration, the Grantee acknowledges that the following types of fences will comply with this restriction notwithstanding that in overall length they may exceed the Maximum Length;
  - a curved fence. Diagrams of complying curved fences appear as Example 1 and Example 2 on Schedule A; and
  - a fence which is parallel to the boundary but has a return. Diagrams of complying fences with returns appear as

#### Example 3 and Example 4 on Schedule A.

- iv) The fence or fences are no higher than 1.2 metres above finished ground level PROVIDED THAT on Double Frontage Lots the fence or fences may be up to 1.8 metres high for up to half of the Maximum Length. A diagram of a complying fence on a Double Frontage Lot appears on Schedule B.
- v) v) The Developer reserves the right to exempt certain lots (predominantly those with generally north and west facing road boundaries) from the maximum height limit of 1.2 metres referred to in subclause (iv) above where the Developer considers that such a height limit restricts the occupants' ability to preserve reasonable privacy. Where any fence that does not comply with the height limit of 1.2 metres in subclause (iv) was erected prior to the 31<sup>st</sup> December [2017], it shall be deemed to have been exempted by the Developer.

#### 2.14.4 Side Boundary Fences

- i) Permit any fence to be erected on the common Side Boundaries between any two Residential Lots on DP [ ] within 1 metre of the point where the side boundary meets the Road Boundary;
- ii) Permit any fence to be erected on the common Side Boundaries between any Reserve Frontage Lots unless the fence is 1.2m in height at the point where it meets the boundary with the adjoining reserve and is raked at an angle of 30 degrees until it obtains its maximum height of 1.8 metres;
- iii) Permit any fence to be erected on the Side Boundary between Lot 3029 and each of Lots 1125, 1128, 1132, 1133, 1141, 1175, 1176, 1184, 1185, 1195, 1196, 1202, 1204, 1205 and 1207 within 1 metre of the point where the Side Boundary meets the Road Boundary.

#### 2.14.5 Decorative Metal Fencing

In respect of the Reserve Frontage Lots;

- i) remove or modify the decorative fence comprised of steel railing fences, or stone or masonry fences (or any combination of them) on the boundary between the Lot and the adjoining Reserve: and
- ii) build or permit to be built any building or structure within two metres of the boundary between the Lot and the adjoining Reserve. 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

### 2.15 Letterbox

Erect a dwelling without contemporaneously erecting a new letterbox of a design, colour and cladding consistent with the dwelling, or as approved by the Grantee in accordance with clause 2.19.

### 2.16 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.

### **2.17 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 situated at least four metres from the front façade of the dwelling; and
- c) Are mounted below the ridgeline of the roof.

### **2.18 Garden Ornamentation**

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

### **2.19 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 to the Grantee's satisfaction.
- b) Which does not conform to the plans approved by the Grantee. Any variation to or deviation from the approved plans will be a breach of this clause and subject to the provisions of clause 4.

PROVIDED THAT this clause 2.19 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 on an on-going basis.

### **2.20 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.

### **2.21 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 suitable 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.

## **2.22 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.

## **2.23 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 Lot.

## **2.24 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.

## **2.25 Washing of Vehicles**

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

## **2.26 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.

## **3. DISPUTE RESOLUTION**

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.

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.

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.

Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.

## **4. DEFAULT PROVISIONS**

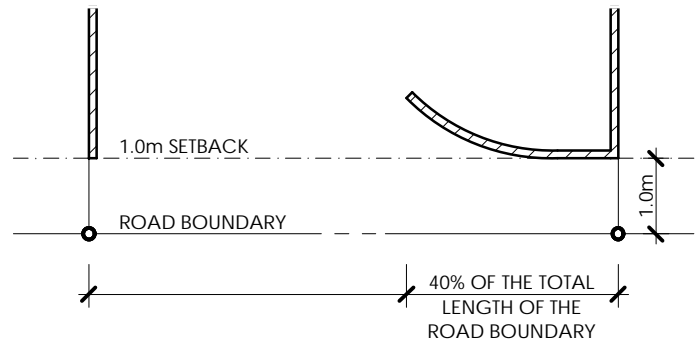
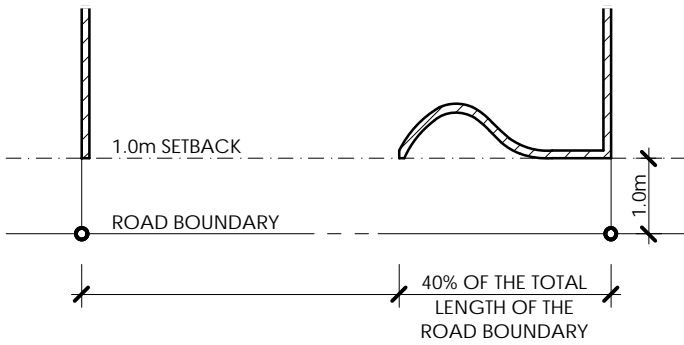
If there should be any breach or non-observance of any of these covenants and without prejudice to any other liability which the Grantor may have to any person having the benefit of this covenant, the Grantor will upon written demand being made by the Grantee or any of the registered proprietors of the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

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.

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.

Replace any building materials used in breach or non-observance of the above covenants.

# SCHEDULE A



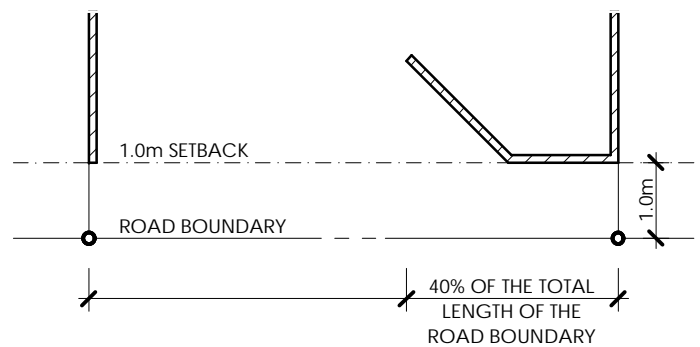
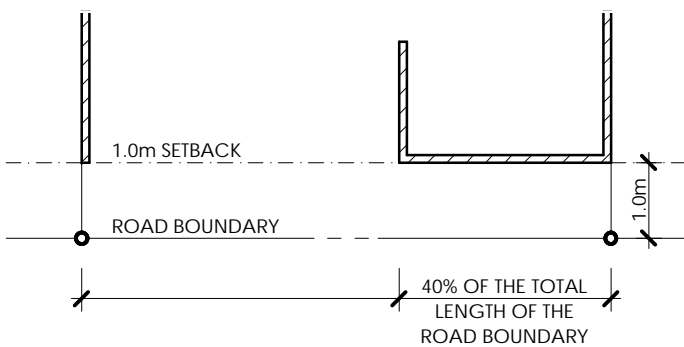
EXAMPLE 1

PLANS -  
 PERMITTED ROAD BOUNDARY FENCE WITH CURVE  
 REFER FENCING COVENANT CLAUSE: 2.14(c)(iii)

SCALE: 1 : 100

EXAMPLE 2

NOTE: THE TOTAL LENGTH MEANS THE  
 TOTAL LENGTH OF THE FENCE TAKEN IN A  
 LINE PARALLEL TO THE ROAD BOUNDARY



EXAMPLE 3

PLANS -  
 PERMITTED ROAD BOUNDARY FENCE WITH RETURN  
 REFER FENCING COVENANT CLAUSE: 2.14(c)(iii)

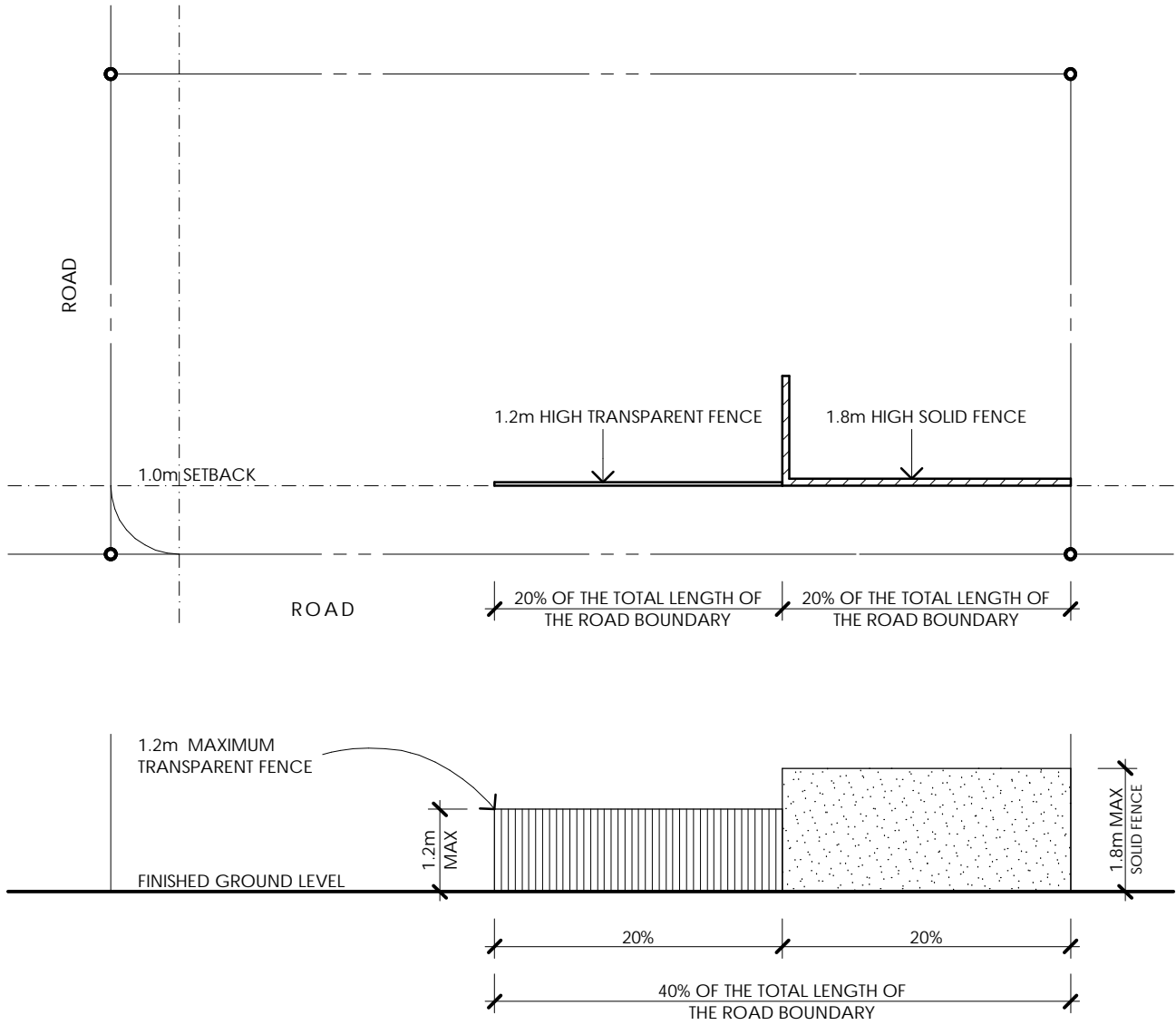
SCALE: 1 : 100

EXAMPLE 4

NOTE: THE TOTAL LENGTH MEANS THE  
 TOTAL LENGTH OF THE FENCE TAKEN IN A  
 LINE PARALLEL TO THE ROAD BOUNDARY



# SCHEDULE B



PLAN AND ELEVATION -  
 PERMITTED ROAD BOUNDARY FENCE FOR DOUBLE FRONTAGE LOTS

REFER FENCING COVENANT CLAUSE: 2.14(c)(iv)

SCALE: 1 : 100

NOTE: THE TOTAL LENGTH MEANS THE  
 TOTAL LENGTH OF THE FENCE TAKEN IN A  
 LINE PARALLEL TO THE ROAD BOUNDARY