

WAIKAKARIKI SUBDIVISION

RESTRICTIVE COVENANTS

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

1.1 Subdivision

Further subdivide any Lot 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 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.

1.7 Gas Bottles and Air Conditioning Units

Allow any gas cylinders and/or air conditioning or heating units on the property to be positioned in such a way as to be visible from any road.

1.8 Decorative Fences

In respect of Lots 2 and 17 remove or modify the decorative wood and metal fence on the road boundary with Horseshoe Lake Road and continuing around the corner with Waikakariki Place.

1.9 Dwelling Height

Erect on any of Lots 1, 3, 4, 5, 9, 13, 14, 16, 18, and 21 a dwelling greater in height than a single storey. The Grantee may, at the Grantee's sole discretion, approve:

- a) the erection of split-level dwellings on contoured lots; and
- b) 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.

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 (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.

1.14 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 Fencing

Permit any fence (other than the decorative fence referred to in clause 1.8) to be erected of any materials other than new materials of the following kinds:-

- a) Wooden palings with posts and rails;
- b) Dressed timber open-style;
- c) Concrete block;
- d) Solid plaster;
- e) Decorative painted "Stratco" or "Warner" style metal.

1.16 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 1.20.

1.17 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.

1.18 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.

1.19 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.

1.20 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 and builder. Sole discretion lies with the Grantee in approving building and site plans, specifications, fencing and landscaping plans.
- 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 1.20 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.

1.21 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), must provide only one vehicle access to the lot from the road or right-of-way, and must be erected in such a position as to give protection to the Covenant Areas (if any) situated on the Lot.

1.22 Construction Zone Areas

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.

1.28 Covenant Areas

Where the lot includes one or more of the areas marked AA to AM on DP [] ("Covenant Areas") the Grantor shall maintain the vegetation planted within, and contiguous with, the Covenant Area in accordance with good arboricultural practise and shall replace any dead or diseased tree, shrub or other planted species with a specimen of the same kind. The Grantor shall not permit rubbish or unsightly weeds to accumulate in the Covenant Area.

1.29 Fencing Covenant

Call upon the Grantee to pay for or contribute to the cost of erection or maintenance of any boundary fence between the Lot and any adjoining land of the Grantee PROVIDED THAT this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.

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:

- a) 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.

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