

ANNEXURE A

DRAFT LAND COVENANTS (STAGE 1) – Meadowstream - Styx Mill Rd

Interpretation

“Developer” means Independent Producers Limited

1. The Covenantor and their successors in title SHALL NOT:

1.1 Subdivision

Further subdivide any of **Lots 1 to 46** 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 a subdivision that has the effect only of adjusting the boundaries between two adjoining lots, or where the Developer is adjusting the layout of lots or boundaries of lots for future stages of the subdivision.

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 or transportable of temporary homes used for human habitation.

1.3 Use Prior to Completion

Use the property as a residence before both of the following have been provided to the Covenantee by the Covenantor

- a) a Code Compliance Certificate issued by the Christchurch City Council unless section 364(2) of the Building Act 2004 applies; and
- b) a Producer Statement from a registered drain layer certifying that all local pressure sewer unit requirements drain into the Council sewer network in accordance with consent notice requirements.

This provision 1.3 shall be deemed to have been satisfied six months after the issuing of a Code Compliance Certificate for the first dwelling built on the lot.

1.4 Storage of Vehicles

Store any vehicles other than daily use motor or electric passenger vehicles, but including boats, trailers, caravans and motor-homes in any position forward of the dwelling on the Lot, between the road boundary and the dwelling. All boats, trailers, caravans and motor-homes must be garaged, or appropriately screened and detailed in plans to be approved as per clause 1.22

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. Council Rubbish Bins are to be stored and screened from visibility from the road.

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 appears to be a Pit Bull Terrier, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila. The keeping of pigeons and chickens 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 Developer shall have the discretion to allow a Show Home sign to be erected for such time as the Developer shall decide, AND FURTHER PROVIDED THAT under no circumstances shall any signage be affixed before obtaining the Developer's consent in writing.

1.8 Gas

Allow any portable gas cylinders or bottles to be placed on the Lot which are visible from the road, but this does not apply to gas bottles for use with outdoor barbeques or free-standing outdoor gas heaters.

1.9 Dwelling Height and Minimum Size

- a) Erect on any Lot, other than **Lots 1, 2, 5 to 15, 27, 29, and 33 to 35** a dwelling greater in height than a single storey. The Developer may, at the Developer's sole discretion, approve plans with living areas situated within the roof cavity of single storey dwellings 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. Any such dwelling shall not be deemed to be in breach of this clause by virtue of it having a living area situated within the roof cavity. The Developer will not consent to any dwelling exceeding two stories on those sites permitted to have two storeys.
- b) Erect on any lot any structure other than one new dwelling house including attached double garaging but excluding associated outbuildings, with a minimum floor area, including double garaging of
 - not less than 200m² for Lots 550m² and over
 - not less than 170m² for Lots between 450m² and 550m²
 - not less than 150m² for Lots under 450m².

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 Developer's discretion. No pre-lived in dwelling shall be transported on to the Lot. Certain pre-built

dwellingings can be approved by the Covenantee at its sole discretion provided they will comply with the standard of development envisaged.

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 zinalume shall not be permitted), nor exterior cladding of material other than clay brick, weather-board, linea board, concrete block, long run pressed steel at the Developers discretion, masonry, stucco, solid plaster or glazing or a combination of the above.

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, or that does not have a capping ridge along the top of the fence. Furthermore, erect or allow to be erected, any additional or temporary fencing or screening, faux hedging, or faux landscaping materials, against reserve boundaries, existing fencing, or permitted fencing, for any reasons or to obtain further privacy without the consent of the Developer.

1.15 Reserve Boundaries and Reserve Boundary Fencing

a) In respect of Lots **40 to 46**

- (i) remove, build or permit to be built any fence on the boundary between the Lot and the adjoining esplanade reserve or access reserve other than the existing timber post and rail fence of a height not exceeding approx 1.2 metres; or
- (ii) build or permit to be built any building or structure within four 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. Any proposed additional fencing must be approved by the developer as part of the landscape approval provision at clause 1.20.

b) In respect of Lot **15**

- (i) remove, build or permit to be built any fence on the boundary between the Lot and the road reserve other than the existing entrance landscaping and any other fencing

or landscaping features specifically approved by the Developer in accordance with clause 1.20.

1.16 Boundary Fencing –Setbacks

- a) Interpretation

“Double Frontage Lots” means Lots **15, 17, and 35**

“Maximum Length” means 30% of the length of the Road Boundary

“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

- b) Road Boundary Fencing – **Lots 1 to 46**

The Covenantor shall not permit any fence or other structure (other than a letterbox) 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 those parts of the dwelling closest to the Road Boundary.

- c) **Road Boundary Fencing – Double Frontage Lots**

In recognition of the larger road boundary of these Double Frontage Lots, and the desirability of allowing privacy the Covenantor shall be permitted to erect a fence closer to the boundary than provided for in clause 1.16(b) so long as the fence is erected at least 1 (one) metre from the road boundary and complies with the following requirements:

- i. The fence is no higher than 1.8 metres above finished ground level. The length of the fence does not exceed the ‘Maximum Length’. By way of illustration only, the Covenantor acknowledges that a curved fence, or fence that is parallel to the boundary but which has a return, will comply with this restriction notwithstanding that in overall length such fence may exceed the ‘Maximum Length’; or
- ii. Compliance with the above 1.16(c)i and an exceedance of the ‘Maximum Length’ but the fence is at least partially ‘Transparent’ and has specifically been approved by the Developer pursuant to 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, and all road frontage areas are properly grassed or seeded, and otherwise landscaped within one month of occupation.

1.18 Satellite Dishes / Air Conditioning Units

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

- (i) have a maximum diameter of one metre; and
 - (ii) are situated at least four metres from the front façade of the dwelling; and
 - (iii) are mounted below the ridgeline of the roof.
- b) Place or allow to be placed on the land or any part of the buildings any external air conditioning unit visible from the road frontage of the Lot.
- c) Place or allow to be placed on the land or any part of the buildings any overhead power or communication lines.

1.19 Garden Ornamentation

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

1.20 Developer to Approve Plans

Commence any work on the property:

- a) Without submitting to the Developer (for the purposes of this clause 1.20 meaning Independent Producers Ltd, Development Manager C/- sales@meadowstream.co.nz) for its approval all building plans, including site plans (showing the position of the vehicle crossing, unless already fixed by the Covenantee) specifications, fencing, landscaping plans (which shall be prepared by a professional landscape designer) and builder. Sole discretion lies with the Developer in approving building and site plans, specifications, fencing and landscaping plans, which shall comply generally with the covenants and any guidelines where applicable provided by the Developer, to the Developers satisfaction at its sole discretion.
- b) Which does not conform to the plans approved by the Developer. Any variation to or deviation from the approved plans not approved by the Developer will be a breach of this clause and subject to the provisions of clause 3.

PROVIDED THAT this clause 1.20 only 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 Covenantor acknowledges that the Developer has no legal responsibility or liability for the enforcement, enforceability or applicability of these covenants, nor does the Developer undertake to enforce or monitor compliance with these covenants on an ongoing basis.

For the avoidance of doubt all other covenants shall continue to endure for the benefit of all benefitting lots other than this requirement to contain developers' approval.

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 less than three metres width has been installed in a position approved by the Covenantee (unless already formed by the Covenantee), the kerb cut down at the crossing and the driveway from the road to the Lot formed and suitably based. The Covenantor 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 (or any Act passed in substitution).

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

2 Dispute Resolution

Except as relates to the exercise of any discretion, opinion, approval or consent requested of the Covenantee 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 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 Covenantor may have to any person having the benefit of this covenant, the Covenantor will upon written demand being made by the Covenantee 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, and;
- 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, and;
- c) Replace any building materials used in breach or non-observance of the above covenants.