APPENDIX A

RESTRICTIVE COVENANTS – WHITE WINGS NEIGHBOURHOOD 1B

A     INTERPRETATION

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

B   THE GRANTOR AND THEIR SUCCESSORS IN TITLE SHALL NOT:

1.1 Subdivision

Further subdivide any of Lots 59-74, 80-87 or 89-107 whether by way of cross-lease, unit title, sub-division into separate lots or in any other way 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 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.

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, Rottweiller, 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, PROVIDED HOWEVER that this shall not apply to signs on Lots 102, 103, 104, 105, 106 and 107 advertising that a showhome has been built on the lot.

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

In respect of Lots 84 to 88:

a) Remove or modify the decorative steel railing fence on the boundary between the Lot and the adjoining Reserve

b) Build or permit to be built any building or structure within 1.5 metres of the boundary between the property 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.

1.10 Dwelling Height

a) In respect of lots 60 to 66, 68, 69, 70, 73, 80 to 83, 90 to 93, 95, 96, and 98 to 106, erect a dwelling greater in height than a single storey.

b) For the purposes of clause a) above, the following shall be deemed to be single storey: a dwelling with living areas situated within the roof cavity PROVIDED THAT there are no windows set into the roof or gables and that the only natural light entering the roof cavity is from skylights set into the roof.

1.11 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 or pre-built dwelling shall be transported on to the Lot.

1.12 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.

1.13 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.
1.14 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 Developer’s Design Guidelines.

1.15 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.

1.16 Boundary Fencing

a) Interpretation

For the purposes of clause 1.16 and Schedules 1, 2, 3, 4 & 5 the following words and phrases mean:

“Accessway” means those parts of the land on DP 441740 marked G, F and BJ

“Maximum Length” means 40% of the length of the Road Boundary, and where a Lot has more than one Road Boundary, means 40% of the combined length of all Road Boundaries.

“Metres” when used in relation to height means the height above finished ground level

“Road Boundary” means a boundary between a Lot and any legal road and includes a boundary between any Lot and an adjoining Accessway

“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 5 and 6 are intended to illustrate fences which comply with this clause 1.16 and Schedules 1 to 4, but are not the only complying design.

b) Road Boundary Fencing – Lots 60 to 66, 68, 69,70, 73, 80 to 83, 85 to 87, 90 to 93, 95, 98, 99, 100, 101

The Grantor shall not permit any fence or other structure (other than a letterbox, and a fence of the type referred to in Schedule 1) 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 – Lots 59, 67, 71, 72, 74, 84, 89, 94, 96, and 97**

The Grantor shall not permit any fence or other structure (other than a letterbox, and a fence of the type referred to in Schedule 2) 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.

d) **Road Boundary Fencing – Lots 103 to 106**

The Grantor shall not permit any fence or other structure (other than a letterbox, and a fence of the type referred to in Schedule 3) to be erected in the area between the Road Boundaries and a line drawn parallel to those boundaries with the distance between such line and those boundaries being determined by those parts of the dwelling closest to those boundaries.

e) **Road Boundary Fencing – Lots 102 and 107**

The Grantor shall not permit any fence or other structure (other than a letterbox, and a fence of the type referred to in Schedule 4) to be erected in the area between the Road Boundaries and a line drawn parallel to those boundaries with the distance between such line and those boundaries being determined by those parts of the dwelling closest to those boundaries.

f) **Road Boundary Fencing – Lots 79 and 88**

The Grantor shall not permit

(i) any fence or other structure (other than a letterbox, and a fence of the type referred to in Schedule 1) to be erected within 1 metre of the Road Boundary; nor

(ii) any fence to be erected on the Lot other than a fence complying with the requirements of Schedule 1 or a fence of the same height, materials, construction and colour as the metal fence erected on the boundary between Lot 88 and the adjoining Reserve, or a combination of the two.

g) **Side Boundary Fences**

i) Permit any fence to be erected on the common Side Boundaries between any of Lots 59-71, 72-74, 74 and 83, 79-83, 84-88, 89 and 91, 91-101, 90 and 101, and 102-107 within 1 metre of the point where the Side Boundary meets the Road Boundary.

ii) Permit any fence to be erected on the Side Boundary between Lots 89 and 345 and the Side Boundary between Lots 90 and Lot 345 within 1 metre of the point where the Side Boundary meets the Road Boundary.
iii) Permit any fence to be erected on the boundary between Lot 72 and Lot 75 on DP 434068 within 1 metre of the point where the boundary meets the Road Boundary.

iv) Permit any fence to be erected on the common Side Boundaries between lots 84-88 unless the fence is 1.2 metres in height at the point where it meets the boundary with Lot 327 (equal to the height of the decorative metal fence on the boundary with Lot 327) and is raked at an angle of 30 degrees until it obtains its maximum height of 1.8 metres.

1.18 Effect of Further Subdivision

If either of Lots 79 or 88 are further subdivided, the provisions in clause 1.16 shall apply to the new Lots created by the subdivision as if the references to the boundaries of Lots 79 or 88 were references to the boundaries of the new Lots, and the Grantor will not permit any fence to be erected within 1 metre of the point where the common boundary between any 2 of the new lots meets the road.

1.19 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 Developer in accordance with clause 1.22.

1.19 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.

1.20 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 1 metre; and

b) are situated at least 4 metres from the front façade of the dwelling; and

c) are mounted below the ridgeline of the roof.

1.21 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.

1.22 Grantee to Approve Plans

Commence any work on the property:

a) without submitting to the Developer 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 Developer in approving building and site plans, specifications, fencing and landscaping plans, which shall comply with the Design Guidelines provided by the Developer to the Developer’s satisfaction. In respect of Lots 79 and 88, the plans shall be submitted in a two-stage process as set out in the Developer’s Design Guidelines;

b) which does not conform to the plans approved by the Developer. Any variation to or deviation from the approved plans will be a breach of this clause and subject to the provisions of clause 3;

PROVIDED THAT this clause 1.22 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 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.

1.23 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.

1.24 Construction Zone Areas

Commence construction until a vehicle crossing of no more than 4 metres width has been installed in a position approved by the Developer, 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.

1.25 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.

1.26 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.

1.27 Building Rubbish

Carry out any construction unless an adequate rubbish skip is present at all times on the Lot (and regularly emptied or replaced) nor allow during the course of construction any rubbish to blow outside the boundaries of the Lot.
1.28 Washing of Vehicles

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

1.29 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 10 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

3.1 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 Developer or any of the registered proprietors of the lots:

3.2 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.

3.3 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.

3.4 Replace any building materials used in breach or non-observance of the above covenants.
SCHEDULE 1


The Grantor shall be permitted to erect one fence between the dwelling and the Road Boundary provided that the fence is erected at least 1 metre from the Road Boundary and complies with the following requirements:

a) The fence is constructed using primarily the same materials as the external walls of the dwelling; and

b) The fence is either no higher than 0.8 metres, or if the fence is higher than 0.8 metres then for at least half of the length the fence is Transparent; and

c) The Total Length of 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:

i) a curved fence. Diagrams of complying curved fences appear as Example 1 and Example 2 on Schedule 5: and

ii) 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 5; and.

d) The fence is no higher than 1.2 metres.
SCHEDULE 2

Road Boundary Fencing – Lots 59, 67, 71, 72, 74, 84, 89, 94, 96 and 97

The Grantor shall be permitted to erect 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:

a) The fence or fences are constructed using primarily the same materials as the external walls of the dwelling; and

b) The fence or fences are either no higher than 0.8 metres, 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

c) The Total Length of the fence or fences 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:

i) a curved fence. Diagrams of complying curved fences appear as Example 1 and Example 2 on Schedule 5: and

ii) 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 5.

Where two fences are erected, their combined measurement shall not exceed the Maximum Length; and

d) The fence or fences are no higher than 1.2 metres PROVIDED THAT 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 appears on Schedule 6.
SCHEDULE 3

Road Boundary Fencing Lots 103 to 106

(1) In respect of the boundaries between the Lot and Mustang Avenue, the Grantor shall be permitted to erect one fence between the dwelling and that boundary provided that the fence is erected at least 1 metre from the said boundary and it complies with the following requirements:

   a) The fence is constructed using primarily the same materials as the external walls of the dwelling; and

   b) The fence is either no higher than 0.8 metres, or if the fence is higher than 0.8 metres then for at least half of the length the fence is Transparent; and

   c) The Total Length of the fence does not exceed the Maximum Length. For the purposes of this Schedule, in calculating the Maximum Length for Lots 103 to 106, the boundary with the right-of-way marked G shall not be treated as a Road Boundary. 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:

      i) a curved fence. Diagrams of complying curved fences appear as Example 1 and Example 2 on Schedule 5; and

      ii) 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 5.

   d) The fence is no higher than 1.2 metres.

(2) In respect to the boundary between the Lot and area G the Grantor shall be permitted to erect a fence on the boundary between the Lot and area G provided the fence:

   a) is erected at least 1 metre from the boundary with area G; and

   b) is constructed using primarily the same materials as the external walls of the dwelling; and

   c) is either no higher than 0.8 metres, or if the fence is higher than 0.8 metres then for at least half of the length the fence is Transparent; and

   d) is no higher than 1.8 metres
SCHEDULE 4

Road Boundary Fencing – Lots 102 and 107

(1) In respect of the boundaries between the Lot and Bennington Way, Mustang Avenue and Awatea Gardens, the Grantor shall be permitted to erect up to two fences between the dwelling and the boundary or boundaries (as the case may be) provided that the fence or fences are erected at least 1 metre from the said boundary or boundaries and they comply with the following requirements:

a) The fence or fences are constructed using primarily the same materials as the external walls of the dwelling; and

b) The fence or fences are either no higher than 0.8 metres, 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

b) The Total Length of the fence does not exceed the Maximum Length. For the purposes of this Schedule, in calculating the Maximum Length for Lots 102 and 107, the boundary with the right-of-way marked G shall not be treated as a Road Boundary. 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:

i) a curved fence. Diagrams of complying curved fences appear as Example 1 and Example 2 on Schedule 5: and

ii) 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 5.

Where two fences are erected on a Lot, their combined measurement shall not exceed the Maximum Length.

d) The fence or fences are no higher than 1.2 metres PROVIDED THAT 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 appears on Schedule 6.

(2) In respect to the boundary between the Lot and area G the Grantor shall be permitted to erect a fence on the boundary between the Lot and area G provided the fence:

a) is erected at least 1 metre from the boundary with area G; and

b) is constructed using primarily the same materials as the external walls of the dwelling; and

b) is either no higher than 0.8 metres, or if the fence is higher than 0.8 metres then for at least half of the length the fence is Transparent; and

d) is no higher than 1.8 metres.
EXAMPLE 1

PLANS - PERMITTED ROAD BOUNDARY FENCE WITH CURVE

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

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.
PLAN AND ELEVATION - PERMITTED ROAD BOUNDARY FENCE FOR CONER LOT WITH DOUBLE FRONгAGE

SCALE: 1 : 100

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