

Restrictive Covenants
Te Whāriki
Wright Neighbourhood
Stage 4 E & F

WRIGHT NEIGHBOURHOOD - GENERIC COPY

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RESTRICTIVE COVENANTS – TE WHĀRIKI –STAGE 4 E & F

1. INTERPRETATION

The following Restrictive Covenants are subject to amendments necessitated as a result of final survey plan changes and lot numbering, or local authority approval requirements, and developer separation of covenants documents at its discretion.

2. THE COVENANTOR AND THEIR SUCCESSORS IN TITLE SHALL NOT:

2.1 Subdivision

Further subdivide any Residential Lot (as defined in clause 2.16(a)) on (DP [TBC]) 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 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 all of the following have been provided to the Covenantant:

1. A Code Compliance Certificate issued by the Selwyn District Council unless section 362V(2) of the Building Act 2004 applies; and
2. A Producer Statement from a registered drainlayer certifying that all stormwater runoff from the dwelling drains into the Council stormwater network. This provision shall be deemed to have been satisfied 6 (six) months after the issuing of a Code Compliance Certificate for the first dwelling built on the Lot; and
3. The contact details including daytime phone number, email address and postal address for the registered proprietors as recorded on the record of title have been provided to the Covenantant; and
4. On an ongoing compliance basis, that any subsequent registered proprietor has provided the same contact details in 2.3.3 above to the following email address prior to or on settlement of purchase: info@saunders.co.nz

2.4 Storage of Vehicles

Not permit any vehicles (including boats, trailers, caravans, house buses and motor-homes but excluding a motor car that is used on a regular basis) to be left parked or stored on the Lot in any structure such as a gazebo, lean-to or carport that is not fully enclosed, nor shall such vehicle be left, parked or stored on the Lot where it is visible from any road.

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, including any sign indicating that the dwelling is a Showhome. PROVIDED HOWEVER that the Covenantee shall, at its sole discretion, be entitled to exempt one or more lots of its choice from this restriction for a maximum period of 3 (three) years. Under no circumstances shall any signage be affixed to any of the decorative fences referred to in clause 2.9.

2.8 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 barbecues or free-standing outdoor gas heaters.

2.9 Decorative Fences – Reserve Boundaries

In respect of Lots 4407, 4408, 4455 to 4457, 4445, 4447, and 4448.

1. Remove or modify the decorative steel railing fences on the boundary between the Lot and the adjoining Reserve; and
2. Build or permit to be built any building or structure within 2 (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.

2.10 Dwelling Height

On any of the Lots other than Lot(s) 4408 to 4412, 4416, 4462, 4502, 4503, 4506, 4507, 4510, 4511, 4514, 4515, 4517, 4520, 4523 to 4525, and 4529 to 4532 erect a dwelling greater in height than a single storey. However the Covenantee may, at the Covenantee's sole discretion, approve plans that have 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. Any such approved dwelling plans shall not be deemed to be in breach of this clause by virtue of having living areas situated within the roof cavity.

2.11 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.

2.12 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 some soffits or gable ends.

2.13 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.

2.14 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, architecturally designed and Developer approved painted steel, or glazing or a combination of the above. Preferred building materials are detailed in the Developer's Design Guidelines and at the Developer's sole discretion.

2.15 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.

2.16 Boundary Fencing

a) Interpretation

"Double Frontage Lots" means Lots 4416, 4418, 4429, 4434, 4462, 4467, 4469, 4458, 4525, 4529, 4519, and 4532

"Maximum Length" means 50% of the length of the Road Boundary.

"Residential Lots" means all Lots on DP [TBC] excluding any Lot shown as Kiosk Site, Road or Reserve.

"Medium Density Lots" means Lots 4409 to 4412, 4415, 4417, 4419 to 4428, 4430, 4433, 4437, 4446, 4458 to 4461, 4465, 4468, 4470, and 4471.

"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.

b) Road Boundary Fencing

The Covenantor shall not permit any fence or other structure (other than a letterbox or a fence of the type referred to in clause 2.9) 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.

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 2.16(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 2.16(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 2.20; or
- iii. For Double Frontage Lots where fencing is permitted at up to 1.8 metres on the secondary road frontage of that lot under the District Plan rules, the connecting internal boundary fencing within 3 metres of that same frontage may also be up to 1.8 metres high. For the purposes of interpretation, the secondary road frontage does not contain the entrances to the garage or dwelling.

d) Side Boundary Fences

Permit any fence to be erected on the common Side Boundaries between any Residential Lots within 1 (one) metre of the point where the side boundary meets the Road Boundary and providing the fence complies with the following requirements:

- i. The fence is a maximum of 1 metres in height within 1 metre of the point where the 'Side Boundary' meets the 'Road Boundary', and
- ii. Notwithstanding clauses 2.16(a) and (b) above, the common 'Side Boundary' fences between the following Lots shall be exempt from the provisions of these clauses: Lots 4429:4430, 4433:4434, 4461:4462, 4458:4471, 4469:4470, 4467:4468, 4415:4416, 4428:4429, 4525:4526, 4529:4528

d) Springs Road Boundary Fences

In respect of Lots 4444, 4445, 4448 to 4457, 4532, 4533, 4534, 4517,4518, and 4519.

1. Remove or modify the council consented and approved fences on the Springs Road Boundary; and
2. Build or permit to be built any building or structure within 2 (two) metres of the Springs Road boundary fence. 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, nor shall it be permitted to hang, attach, fix or adorn the Springs Road boundary fence with any

landscaping accompaniment such as artificial or live fencing, bamboo fencing, additional screening, or other infill features designed to increase road privacy.

f) Medium Density Lot Fencing Exclusions

In respect of the following Lots only, the restrictions set out in this clause 2.16 shall be varied and amended by the ability to comply with the following Selwyn District Council requirements:

Lots: 4433, 4458 and 4470-4471

i) A maximum of 50% of the site frontage of Lots 4203, 4258-4261, 4302-4303, 4306-4308, 4431-4433, 4458 and 4470-4471 within the subdivision may have fencing up to 1.8m in height and internal boundary fencing within 3m of the site frontage up to 1.8m in height, subject to the following:

Windows

i. The ground floor of a residential unit (dwelling) shall have a habitable space with a window comprised of at least 1.6m² of clear glazing facing the road boundary. The horizontal dimension (excluding framing) of the window shall not be less than 400mm. The maximum height of the window sill shall not exceed 1.2m from finished floor level. The window shall not be within the fenced area and shall not be obstructed by any building element i.e. shading devices or any planting taller than 1.2m.

For the purposes of interpretation, a habitable space is a room with frequent, or prolonged use for living purposes, but shall exclude a bathroom, laundry, pantry, walk-in wardrobe, walk-in cupboard, mud room, corridor, hallway, entranceway/lobby, enclosed porch or clothes drying room.

Front Door

ii. Any front door of a residential unit (dwelling) shall comprise a minimum of 0.4m² area of clear glazing that shall be included to the entry area either as a side window where this window faces the road or shall be incorporated into the front door where the door faces the road and shall be visible from the street.

Fence and Landscaping Details

iii. The remainder of the site frontage shall be unfenced and remain visually open to ensure passive surveillance and a sense of openness is achieved;

iv. All fencing, where located between the road boundary and the front of the dwelling shall not exceed 1.8m, shall be 50% visually permeable above 1.2m in height to enable passive surveillance over the public environment from internal spaces and outdoor areas and shall include an access gate.

v. Where road frontage fencing is proposed, there shall be a planting strip up to 1m wide between the front fence and front boundary planted with evergreen species capable of reaching at least 500mm in height. The landscaping between the fencing and the road boundary shall be maintained at a height not exceeding 1.2 metres, to maintain passive surveillance and an open streetscene. The planting within the landscaping strip shall be retained and maintained in perpetuity by the owner/occupier,

with any dead or diseased landscaping replaced in the next available planting season with a similar/equivalent species.

ii) That the owners/occupiers (or agents acting on behalf of the owners) of Lots 4433, 4458 and 4470-4471 giving effect to this covenant condition shall submit complete plans of the designs subject to this clause to Council's Environmental Services Compliance Team for certification at building consent stage prior to any works commencing. Designs may be submitted via email to compliance@selwyn.govt.nz

2.17 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 2.20.

2.18 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 or painted and all unpaved areas are properly grassed or landscaped.

2.19 Satellite Dishes / Air Conditioning Units

1. 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 (one) metre; and
 - b) Are situated at least 4 (four) metres from the front façade of the dwelling; and
 - c) Are mounted below the ridgeline of the roof.
2. 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.

2.20 Covenantee to Approve Plans

Commence any work on the property:

- a) Without submitting to the Covenantee for its approval all building plans, including site plans (showing the position of the vehicle crossing) specifications, external colours, fencing and fencing design and positioning, landscaping plans (which shall be prepared by a qualified landscape designer) and builder. Sole discretion lies with the Covenantee in approving building, colours, site plans, specifications, materials fencing and landscaping plans which shall generally comply with the Design Guidelines provided by the Developer to the sole Covenantee's satisfaction, which for the avoidance of doubt is at their sole discretion.
- b) Which does not conform to the plans approved by the Covenantee. 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 2.20 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.

FOR THE AVOIDANCE OF DOUBT the covenants detailed in this land covenant are continuing obligations that require continuing compliance, and specifically the Covenantor's attention is drawn to the fact covenants 2.9, 2.15, and 2.16 regarding fencing are continuing compliance covenants that must be adhered to at all times, and further or additional fencing is subject to enforcement action under this Covenant

AND FURTHER PROVIDED THAT the Covenantor acknowledges that the Covenantee has no legal responsibility or liability for the enforcement, enforceability or applicability of these covenants on an on-going basis.

2.21 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), be a minimum of 1.2 metres in height and have a rigid frame and in all circumstances be acceptable to the Developer at their sole discretion, and provide only one vehicle access to the lot from the road or right-of-way.

2.22 Construction Zone Areas

Commence construction until a vehicle crossing of no more than 6 (six) metres width has been installed in a position approved by the Covenantee, the kerb cut down at the crossing and the driveway from the road to the Lot formed and suitable 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.

2.23 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 enactment passed in its substitution) at all times.

2.24 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 Lot.

2.25 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.

2.26 Washing of Vehicles

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

2.27 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 for use by the Covenantor's construction workers and contractors.

2.28 Playground in Council Reserve

Permit or allow the Covenantor to object to, complain, obstruct, hinder, bring any legal or other proceedings or actions or take any steps (whether directly or indirectly through another person in connection with the use, operation of, noise emanating from the neighbourhood playground on Lot 402 on DP 560062 RT 988136

3. DISPUTE RESOLUTION

- 3.1 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.
- 3.2 If the dispute is not resolved within 20 (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.
- 3.3 If an arbitrator cannot be agreed upon within a further 10 (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.
- 3.4 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

- 4.1 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:
- 4.2 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.
- 4.3 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.
- 4.4 Replace any building materials used in breach or non-observance of the above covenants.