

APPENDIX A

RESTRICTIVE COVENANTS – KAKAPO NEIGHBOURHOOD

A INTERPRETATION

For the purposes of this Land Covenant:

“**Design Guidelines**” means the Developer’s architectural and landscaping guidelines provided to Lot owners as it may be amended by the Developer in writing from time to time.

“**Developer**” means Ngai Tahu Property Limited.

“**Development Lots**” means lots 806 – 813 (inclusive) comprised in DP [].

“**Dwelling**” means any dwelling, building or other structure situated on a Lot.

“**Grantee**” means the Developer and the registered proprietor of any Lot.

“**Grantor**” means the registered proprietor of any Lot.

“**Lots**” means lots 230 - 240 (inclusive), 242 – 256 (inclusive), 282 – 289 (inclusive) and 806 – 813 (inclusive) comprised in DP [] and “**Lot**” means any one of them.

1. THE GRANTOR AND THEIR SUCCESSORS IN TITLE SHALL:

1.1. Subdivision

Not further subdivide any of the Lots, with the exception of the Development Lots, 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

Not permit or suffer the Lot 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

Not use the Lot as a residence before a Code Compliance Certificate has been issued by the Christchurch City Council unless section 362V(2) of the Building Act 2004 applies.

1.4. Storage of Vehicles

Not permit any vehicles (including boats, trailers, caravans 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.

1.5. Noxious Weeds and Rubbish

Not 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

Not permit any dog or other pet to be kept in or about the Lot 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 Lot 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.

1.7. Signs

Not 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 Lot 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.

1.8. New Materials

Not erect or permit to be erected on the Lot any Dwelling 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, either in whole or in part, shall be transported on to the Lot.

1.9. Non-permitted Cladding Materials

Not construct any Dwelling on the Lot with an external cladding of unrelieved flat sheet fibrolite, hardiflex or similar materials PROVIDED THAT this restriction shall not apply to the cladding of soffits or gable ends.

1.10. Painting

Not 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.

1.11. Building Materials

Not 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) or any building materials which are highly reflective (including reflective window coatings). Preferred building materials are detailed in the Design Guidelines.

1.12. Fencing Materials

Not erect or permit to be erected on the Lot any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron, or metal sheeting.

1.13. Boundary Fencing

(a) Compliance with District Plan and Fencing Covenants

The Grantor must at all times ensure they comply with the rules in the Christchurch District Plan as well as the provisions contained in this clause 1.13 as it relates to fencing of the Lot. The Grantee does not warrant that any fence complying with these covenants will also comply with the District Plan and as such it is the Grantor's responsibility to ensure they are at all times compliant with the District Plan. For the avoidance of doubt even if the Grantor applies for and receives a resource consent from the Christchurch City Council in relation to fencing of the Lot, they must still also comply with the provisions contained in this clause 1.13.

(b) Interpretation

For the purposes of clause 1.13, the following words and phrases mean:

"Double-Frontage Lots" means Lots 231, 246, 255 and 289 and **"Double Frontage Lot"** means any one of them.

"Maximum Length" means 50% of the length of the Road Boundary or a Right of Way Boundary.

"Pool Fence" means a transparent metal fence in the style of swimming pool fences (also known as Warner Fencing).

"Reserve Boundary" means a boundary between a Lot and any of lots 801 – 805 (inclusive) on DP [] and Lot 5 on DP 514466.

"Right of Way Boundary" means a boundary between area ['B'] on DP [] and the balance of Lot 282 and Lots 283 – 289 (inclusive); and a boundary between area ['A'] on DP [] and the balance of Lot 251 and Lots 247 – 254 (inclusive).

"Road Boundary" means a boundary between a Lot and any legal road, which does not include a Right of Way Boundary.

"Side Boundary" means a boundary between a Lot and an adjoining Lot that is not a Road Boundary, Right of Way Boundary or a Reserve Boundary and **"Side Boundaries"** means more than one of them.

"Total Length" means the total length of the fence taken in a line parallel to any legal road.

“Transparent” means being 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 1.13, but are not the only complying design.

(c) **Road Boundary Fencing for Lots 232 – 240 (inclusive) and Right of Way Boundary Fencing for Lots 282 – 289 (inclusive)**

The Grantor shall not permit any fence or other structure (other than a letterbox) to be erected in the area between the Road Boundary or Right of Way Boundary (as the case may be) and a line drawn parallel to the Road Boundary or Right of Way Boundary at the point where the Dwelling is at its closest to the Road Boundary or Right of Way Boundary.

(d) **Permitted Road Boundary Fencing for Lots 242 – 246 (inclusive), 255, 256 and 289 and Right of Way Boundary Fencing for Lots 252 – 254 (inclusive)**

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) of the fence is Transparent; and
- (iii) The Total Length of the fence does not exceed the Maximum Length. By way of illustration, the Developer acknowledges that the following types of fences will comply with this restriction notwithstanding that in overall length they may exceed the Maximum Length:
 - a) a curved fence. Diagrams of complying curved fences appear as Example 1 and Example 2 on Schedule A; and
 - b) 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.

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

- (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; and

- (v) The Developer reserves the right to exempt certain Lots (predominantly those with generally north and west facing Road Boundary) from the maximum height limit of 1.2 metres referred to in subclause (iv) where the Developer considers that such a height limit restricts the occupant's ability to preserve reasonable privacy. Where any fence that does not comply with the height limited in subclause (iv) was erected prior to 30 June 2020 it shall be deemed to have been consented to by the Developer.

(e) **Permitted Road Boundary Fencing for Lots 230 and 231**

If permitted to do so by the Christchurch District Plan or a resource consent the Grantor of Lot 230 shall be permitted to erect one solid fence and the Grantor of Lot 230 up to two solid fences 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 no higher than 1.8 metres above finished ground level; and
- (iii) The Total Length of the fence or fences:
 - a) in respect of Lot 230 do not exceed the Maximum Length;
 - b) in respect of Lot 231 do not exceed 35% of the length of the Road Boundary.

PROVIDED THAT Lot 231 may also have additional Road Boundary fencing to that stated in this clause 1.13(e) which must be in accordance with the provisions contained in clause 1.13(d).

AND FURTHER PROVIDED THAT if the provisions of this clause 1.13(e) are not permitted by the Christchurch District Plan or a resource consent has not been obtained then the Grantor must only construct a fence on the Lot in accordance with the provisions contained in clause 1.13(d).

(f) **Permitted Road Boundary Fencing for Lots 282 – 288 (inclusive)**

Where the Developer has, as part of the development of these Lots, installed a Pool Fence on the Road Boundary, the Grantor shall not remove or modify the Pool Fence, nor build or permit to be built any building or structure within 2 metres of the Road Boundary. 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.

(g) **Side Boundary Fences**

- (i) Not permit any fence to be erected on the common Side Boundaries of any Lot within 1 metre of the point where the Side Boundary meets the Road Boundary or a Right of Way Boundary; and

- (ii) Not permit a fence to be erected on the Side Boundary unless the fence is 1.2m in height at the point where it meets the boundary with any Reserve Boundary and is raked at an angle of 30 degrees until it reaches its maximum height of 1.8 metres.

(h) **Reserve Boundary Fences**

Where the Developer has, as part of the development of the Lot, installed a Pool Fence on a Reserve Boundary, the Grantor shall not remove or modify the Pool Fence, nor build or permit to be built any building or structure within 2 metres of the Reserve Boundary PROVIDED THAT the Grantor of Lots 242, 251 and 256 may build a building or structure up to 1 metre from the Reserve Boundary if approved to do so by the Developer. 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.

(i) **Road Boundary Fencing of the Development Lots**

The Grantor of any Development Lots shall not permit any fence or other structure to be erected on the boundary between any of the Development Lots (or any lot subsequently issued by subdivision) and a Road Boundary and/or a Right of Way Boundary other than a fence approved by the Developer under clause 1.18, and complying with a resource consent granted for the comprehensive development of any of the Development Lots, nor shall the Grantor remove or modify any such approved fence (or other structure).

1.14. Letterbox

Not 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 1.18.

1.15. Completion of Landscaping, Driveways and Paths

Not 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.

1.16. Satellite Dishes

Not place or allow to be placed on the Lot or Dwelling 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 of the Dwelling.

1.17. Garden Ornamentation, Gas Bottles, Rubbish Bins and Clothes

Not place or allow to be placed on the Lot or Dwelling any brightly painted or decorated ornaments or fixtures, gas bottles, rubbish and/or recycling bins which are reasonably visible by any person standing on the footpath of any legal road, or allow any washing or other articles to be hung for drying or any other purpose, either inside or outside of

the upstairs part of any two storey Dwelling, where it is visible from outside the boundaries of the Lot.

1.18. Developer to Approve Plans

Not commence any work on the Lot:

- (a) without submitting to the Developer and receiving its approval all building plans, including site plans (showing the position of the vehicle crossing), specifications, fencing and 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; and
- (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 1.18 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 if such Code Compliance Certificate relates to a Dwelling approved of by the Developer in accordance with this clause 1.18,

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.

1.19. Construction Fencing

Not commence construction on the Lot 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.

1.20. Construction Zone Areas

Not commence construction on the Lot until a vehicle crossing of no more than four metres in 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 PROVIDED THAT such crossing width stated in this clause 1.20 shall not apply to the Development Lots whose vehicle crossing must be approved by the Developer under clause 1.18. 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.

1.21. Health and Safety Requirements

Not permit any construction unless the building site complies at all times with the requirements of the Health and Safety at Work Act 2015 (and its amendments) or any enactment passed in its substitution.

1.22. Delivery of Materials

Not 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.

1.23. Building Rubbish

Not 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.

1.24. Washing of Vehicles

Not during the course of construction allow any vehicles to be washed down other than within the boundaries of the Lot, provided such washing does not contravene any rules, requirements or standards of the Christchurch City Council and/or Environment Canterbury.

1.25. Portable Toilet Facility

Not permit the Grantor's construction workers or contractors to use the Lot or any other area on DP [] 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 it relates to the exercise of any discretion, opinion, approval or consent requested of the Developer 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 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 Grantee:
 - (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.

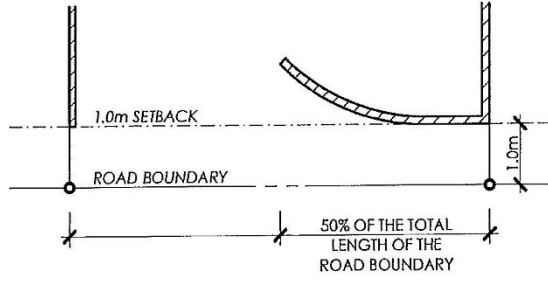
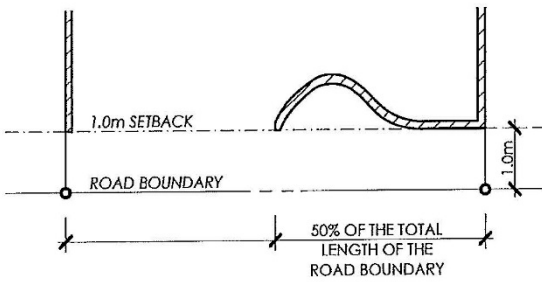
- (b) Remove or cause to be removed from the Lot any Dwelling, vehicle, garage, building, fence or other structure erected or placed on the Lot in breach or non-observance of the above covenants.
- (c) Replace any building materials used in breach or non-observance of the above covenants.

3.2. Any demand made by a Grantee will be deemed to have been served to the Grantor if sent to the Grantor's postal address of the Lot, or where the Lot is a vacant section, the demand will be deemed to have been properly served if sent to the e-mail address of the lawyer or law firm that signed and certified the transfer of the Lot to the Grantor.

4. AUTOMATIC CANCELLATION

The covenants in this instrument will immediately cease to apply to any Lot (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

SCHEDULE A



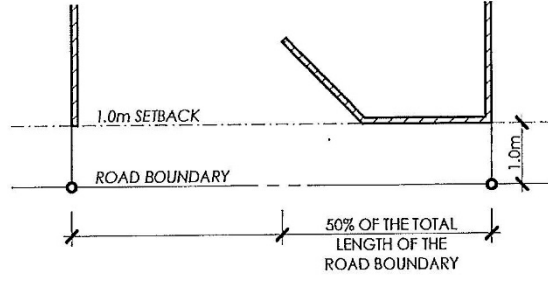
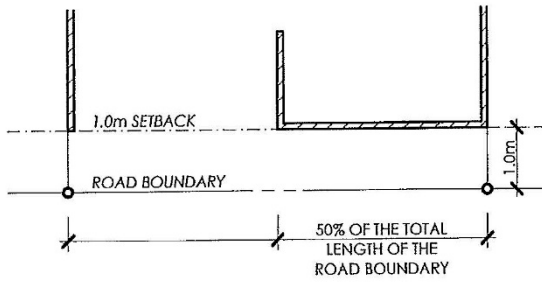
EXAMPLE 1

**PLANS -
PERMITTED ROAD BOUNDARY FENCE WITH CURVE**
REFER FENCING COVENANT CLAUSES: 1.13(d)iii) a)

EXAMPLE 2

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

SCALE: 1 : 100



EXAMPLE 3

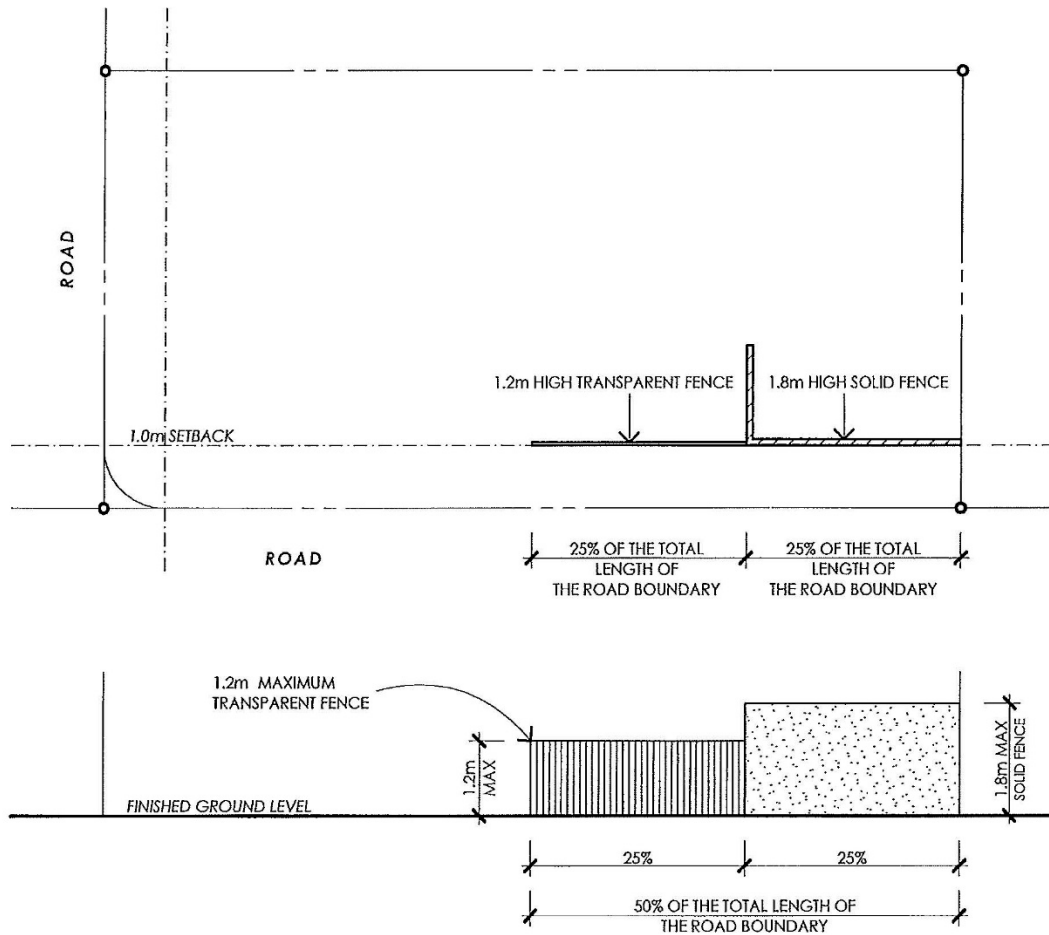
**PLANS -
PERMITTED ROAD BOUNDARY FENCE WITH RETURN**
REFER FENCING COVENANT CLAUSES: 1.13(d)iii) b)

EXAMPLE 4

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

SCALE: 1 : 100

SCHEDULE B



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

REFER FENCING COVENANT CLAUSES: 1.13(d)iv)

SCALE: 1 : 100

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