

**1. Land Covenants (“Covenants”)**

1.1. The Grantor and the Grantee wish to protect the visual concept and integrated appearance of the Stoneridge Downs Subdivision as a whole. To achieve this, the Grantor hereby covenants with the Grantee, as registered proprietors, as set out below and hereby requests that such covenants be noted against all the titles having the benefit and those having the burden of these Covenants.

1.2. These Covenants shall:

(a) Run with each of the following;

Lot	Record of Title

(b) be for the benefit of and appurtenant to each of the following Lots;

Lot	Record of Title

(c) be for the benefit of **ONETRAC LIMITED** in Gross;

(d) expire on 31 December 2038 and be void for all purposes including antecedent breach except for the covenant referred to in clause 4.3 which shall run forever with the burdened land.

Provided that and notwithstanding the foregoing, the within Covenants shall cease to have any effect on any allotments which shall vest or be dedicated as road or reserves in any subsequent stages of the Subdivision. Such date of cessation shall be the date of approval of the subdivision plan for the relevant stage by the territorial authority.

**2. Interpretation**

2.1. For the purposes of these Covenants:

- (a) **“Allow”** includes do, facilitate, permit and suffer.
- (b) **“Building”** includes all structures and construction, including (but not limited to) dwelling houses, flats, units, garages, glass-houses and sheds.
- (c) **“Building Envelope”** means the building envelope for a specific Lot as shown on the plan attached as Schedule B.
- (d) **“Construct”** and **“Construction”** includes to install, erect, relocate, repair, renovate, replace or place on the Land, Lot or in any Building and also includes **“Allow”** to construct.
- (e) **“Developer”** means Onetrac Limited.
- (f) **“Entrance Wall”** means the entrance feature wall constructed by the Developer and situated within the northern boundary of **Lot 9 (RT 867209)**.

- (g) **“Land”** and **“Lot”** means any lot having the burden and/or the benefit of these Covenants as described in clause 1.2 above.
- (h) **“Landscape Features”** includes all fences, walls, wind-breaks, washing lines, letterboxes, satellite dishes, street &/or house numbering and the design of that lettering or numbering), kerbs, footpaths, road frontages, planting of trees, shrubs and plants, driveways, driveway crossings, bridges, entranceways and concrete areas.
- (i) **“RT”** means Record of Title.
- (j) **“Subdivision”** means all of the lots contained in Deposited Plan ~~DP 531343~~ and any other land title plan deposited at Land Information New Zealand, including subsequent stages, in respect of the Stoneridge Downs subdivision at Cashmere Road, Christchurch and includes the land at Lot 1 Deposited Plan 514113.

2.2. The following provisions shall apply in the construction and interpretation of this instrument (unless the context otherwise requires):

- (a) the headings are for convenience only and shall not affect the interpretation of this instrument;
- (b) words importing the singular number include the plural and vice versa and the masculine gender includes the feminine and neuter genders and vice versa;

### 3. Approvals

3.1. All approvals or consents required by these Covenants shall be:

- (a) obtained by the Grantor from the Developer (or its appointed agent) in writing prior to any work being carried out on the Land; and
- (b) given or refused in the sole, absolute and unfettered discretion of the Developer (or its appointed agent); and
- (c) subject to the Developer reserving its right to approve requests for one party without creating any form of precedent for another party. Further, the Developer may refuse an identical request from another party without having to give reasons.

3.2. The address of the Developer (or its agent) for approvals is P O Box 37-313, Halswell, Christchurch 8245 or via email to [info@stoneridgedowns.nz](mailto:info@stoneridgedowns.nz)

### 4. Covenants

#### Building

4.1. Without first receiving the Approval of the Developer, the Grantor **shall not**:

- (a) Construct on the Land more than one Building which is to be used as a residence.
- (b) Construct on the Land any relocated Building or any Building other than one constructed on site from new, unused materials.
- (c) Construct or place or permit to be placed on the Land any Building (which is to be used as a residence) which has a floor area of less than 260 m<sup>2</sup> for a single level Building or 300 m<sup>2</sup> for a double level Building (including a garage under one roof).
- (d) Construct on the Land any garage smaller in size than a double garage nor a detached

garage.

- (e) Construct on the Land any Building which is to be used as a residence, or part thereof, outside the Building Envelope.
- (f) Construct on the Land any Building greater in height than eight (8) metres.
- (g) Leave the outside of any Building or Landscape Feature unfinished, or any exterior walls or doors unpainted or unstained except where cedar cladding or decorative brick/stone are used.
- (h) Allow any Building on the Land to be occupied as a residence in any way until, (with respect to all Buildings and Landscape Features on that same Lot):
  - (i) the Code Compliance Certificate(s) has been issued by either the Christchurch City Council or an approved Building Certifier; and
  - (ii) the Buildings and Landscape Features have been completed in accordance with all the terms of these Covenants; and
  - (iii) all exterior work, decoration and final interior window coverings, as approved, are completely installed; and
  - (iv) all driveways, paths, fences and other Landscape Features are completed in accordance with these Covenants; and
  - (v) all unpaved areas viewable from the street or neighbouring properties are properly grassed or/and landscaped according to the approved plans.
- (i) Allow the Land to be used for any form of temporary residential purposes either by the construction of temporary Buildings or by the placement of caravans, huts and/or vehicles able to be used for human habitation.
- (j) Carry out any construction unless an adequate rubbish skip is available and regularly emptied or replaced or permit any rubbish to blow outside the boundaries of the Land or permit any vehicles to be washed down other than within the boundaries of the Land during the course of construction.

#### **Landscape Features**

4.2. Without first receiving the Approval of the Developer, the Grantor **shall not**:

- (a) Without limiting clause 4.4 (a), construct on the land any overlapping timber paling fence.
- (b) Remove or modify any fence constructed by the Developer on any Lot, including any fence running along a boundary between a Lot and any adjoining Lot, road or a Council Reserve, **nor** replace any such fence (or part thereof), in the event of damage, with anything other than the same design and using the same materials.
- (c) Remove or modify any letterbox constructed by the Developer for any lot **nor** replace any such letterbox, in the event of damage, with anything other than the same design and using the same materials.
- (d) Remove or modify any bridge constructed by the Developer on any lot **nor** replace any such bridge (or part thereof), in the event of damage, with anything other than the same design and using the same materials and with any necessary repair works being completed in a timely manner following such damage.

- (e) Remove any shrubs planted by the Developer along Saddle Vale Rise nor maintain the shrubs other than in accordance with good arboricultural practice and upon the death of the shrubs replace them with anything other than the same or similar species;
- (f) Allow any live hedge to grow to a height in excess of 2 metres nor to plant or permit to grow any large exotic conifer or eucalyptus species above 5 metres in eventual height including, but not limited to: Douglas Fir, Oregon Pine, Eucalyptus, Macrocarpa or the following species of Pinus: Pinus Radiata, Muricata, Ponderosa and Contorta, except where one of those species is already existing on the land, and identified in the plan attached as Schedule B, and in that case the Grantor shall be entitled to replace the existing tree with one of the same species.
- (g) Allow construction, maintenance or repair of footpaths, driveways, driveway crossings, entranceways and any concrete areas on the Land, the plans and specifications of which have not been approved by the Developer. In particular, such driveway construction must be of one of the following: - plain concrete, exposed aggregate concrete, paving blocks, paving bricks, cemented stone or grouted tiles, asphalt concrete with concrete or tiled kerb edging.
- (h) Allow maintenance of any Building or Landscape Feature to deteriorate whereby the standard of presentation is either:
  - (i) less than that represented in the rest of the Subdivision, or
  - (ii) unreasonable, taking into account fair wear and tear and the original condition at time that the residential Building on the Land was occupied as a residence.
- (i) Allow any satellite dish, solar panel, garden statues or any other exterior ornamental decoration on the Land to be reasonably visible by any other occupier in the Subdivision standing on any kerb, street or road in the Subdivision. In the case of a solar panel to ensure that architectural design input is obtained to ensure the solar panel blends with the dwelling design as much as practically possible.
- (j) Allow any clothesline or clothes drying apparatus to be reasonably visible by any other occupier in the Subdivision standing on any kerb, street or road in the Subdivision.
- (k) Allow any advertisement, sign or hoarding of any kind to be erected on any part of the Land or any Building (except for compulsory statutory signage, real estate signage pending sale and builder's signage during construction and pending sale). All such signage (including its construction and location) must be approved by the Developer prior to construction.
- (l) Allow any Buildings, grass, weeds, rubbish, noxious substances or other deleterious matter on the Land, which is or is likely to become unsightly, or a nuisance or an annoyance to other occupiers in the Subdivision.
- (m) Remove from the Lot any existing tree, shrub or plant located on the Lot and identified on the plan attached as Schedule B, and shall ensure in relation to each tree, shrub or plant identified in the plan that:
  - (i) The tree, shrub or plant is maintained in accordance with good arboricultural practice, in a proper and workmanlike manner and, in the case of a tree, pruned as required by a suitably qualified arborist;
  - (ii) The tree, shrub or plant is immediately replaced with the same or similar species upon the death of the tree, shrub or plant and in accordance with clause 5.1 (e);

(iii) The tree, shrub or plant is not damaged by any act or omission of the Grantor.

4.3 The Grantors of the Lots within the Subdivision will contribute equally to the cost of replacement of the Entrance Wall with the same or similar kind where the existing Entrance Wall has been damaged to such an extent that full replacement is required or where partial replacement or repair is required and the cost to do so exceeds \$1,500.00 including GST. Where such damage giving rise to the replacement or repair of the Entrance Wall was due to an act or omission of a Grantor of a Lot within the Subdivision, then in that situation, that Grantor will be solely liable for replacement or repair.

#### **General**

4.4. Without first receiving the Approval of the Developer, the Grantor **shall not**:

- (a) Construct on the Land any Building or Landscape Feature without first submitting to the Developer (or its agent) for its written approval (and obtaining such approval of) all building plans (including site plans and specifications), fencing and landscaping plans. In considering whether to approve such plans and specifications the Developer may take into account such matters as it thinks fit including (without limitation):
  - (i) Individual architectural design and merit of the Building or Landscape Feature;
  - (ii) External design including colour schemes and building materials;
  - (iii) Size, height, scale of the Building or Landscape Feature;
  - (iv) Siting and positioning of the Building in relation to the Building Envelope;
  - (v) The location, design and dimensions of any fence, live hedge (which are encouraged), pathway, driveway or parking area;
  - (vi) Any detrimental or negative affects on other Buildings or other land in the Subdivision, now or at a later date.
- (b) Allow any animal (including dogs and other domestic pets) to be kept in or about the Land or Building that is, or is likely to cause, a nuisance or annoyance to other occupiers in the Subdivision or to detract from the Subdivision as a whole. In particular, not to allow on or about the Land any dog which in whole or in part, resembles any of the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds, without prior approval from the Developer.
- (c) Allow a "*Subdivision of Land*" of the Lot (with the meaning given to those words by the Resource Management Act 1991).
- (d) Allow the storage of gas or the installation of control equipment for gas or meter boxes to be reasonably visible by any other occupier in the Subdivision standing on any kerb, street or road in the Subdivision.
- (e) Place or permit any boat, caravan, or vehicle of any unsightly nature to be allowed or suffered to be brought onto or remain on the Land and shall not permit any boat building or other similar activity to take place on the Land unless such boat, caravan, vehicle or activity is adequately garaged or screened to prevent viewing from the street frontage or from adjoining Lots.

#### **Consent Matters**

4.5 The Grantor:

- (a) Will not directly or indirectly in any manner oppose, object to or appeal any applications for resource consents, rezoning applications, or other consents or approvals (including appeals) made by the Grantee (or any party related to or associated with the Grantee) in relation to land in the Subdivision and surrounding land owned from time to time by the Grantee; and
- (b) Will support, give consent to and sign any consents or other forms required by the Grantee (or any party related to or associated with the Grantee) for such applications or appeals.

4.6 Clause 4.5 shall not enure for the benefit of any subsequent purchaser for value of benefited land.

#### **Fencing Covenant**

4.7 The Grantor shall be bound by a Fencing Covenant within the meaning of section 2 of the Fencing Act 1978.

#### **5. Enforcement**

5.1. If there is any breach or non-observance of any of the foregoing Covenants (and without prejudice to any other liability which the Grantor may have to any other person having the benefit of these Covenants) the Grantor in breach agrees to and shall, at their cost, (with respect to each individual breach):

- (a) Upon written notice being given by the Developer (or its agent, or any other party having the benefit of these Covenants) to the party in breach, pay to each such notice giver:
  - (i) In the case of the breach or non-observance of any covenant, excluding covenant 4.2 (m), agreed liquidated damages in the sum of \$150.00 (One Hundred and Fifty Dollars) per day for every day that such breach or non-observance continues after the date 30 days after the date upon which each written notice has been given; and
  - (ii) In the case of the breach or non-observance of covenant 4.2 (m) agreed liquidated damages in the sum of \$10,000.00 for any breach insofar as it relates to a tree and \$1,000.00 for any breach insofar as it relates to a shrub or plant; and
- (b) Forthwith upon receipt of such notice to remove or cause to be removed from the land any Building, planting, Landscape Feature or other item erected on the Land in breach or in non-observance of the foregoing Covenants; and
- (c) Forthwith upon receipt of any such notice to replace any such building materials or other non-conforming item used in breach or non-observance of the foregoing Covenants with the approved materials; and
- (d) Carry out such other remedial work specified in the notice and any other work so as to remedy such breach or non-performance of these Covenants; and
- (e) In relation to covenant 4.2 (m) to forthwith upon receipt of notice replace the tree, shrub or plant removed with the same or similar species. In the event of a tree needing replacement, such replacement tree to be no less than 3.5 metres in height at the time of planting.

5.2. The Grantee and the Grantor agree that the Developer does not have nor shall have any legal responsibility or liability for the enforcement, enforceability, applicability or lack of action with respect to enforcement or applicability of any of these Covenants. In addition, apart from the exercise of its discretion with respect to consents, approvals or disapprovals of matters referred to in these Covenants, the Developer does not undertake to enforce or monitor compliance of these Covenants. The Grantor (being the registered proprietors of Lots within the Subdivision)

jointly and severally also agrees to keep the Developer indemnified, free and harmless from any claim, liability, loss or action arising against it or its agents in this regard.

- 5.3. The Grantor will not have any right, claim or remedy against the Developer on account of any refusal to grant or the grant of any approval under these Covenants.

**6. Dispute Resolution**

- 6.1. Except as relates to the exercise of any discretion, opinion or consent requested of the Developer under these Covenants, and without prejudice to the Enforcement provisions of this document, if any dispute arises between or among the parties concerning the Covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.

- 6.2. If the dispute is not resolved within twenty working days from the date on which the parties begin 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.

- 6.3. If an arbitrator cannot be agreed upon within a further ten (10) days, then an independent arbitrator will be appointed by the President for the time being of the New Zealand Law Society.

- 6.4. Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its Amendments) or any enactment passed in its substitution.

**7 Severability**

- 7.1 If any part of these Covenants are held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of these Covenants, which shall remain in full force.