

**DELAMAIN - PROTECTIVE COVENANTS  
STAGES ONE & TWO**

**(A) The Transferee shall not:**

1. Permit any works to be carried out on the site (including site preparation) prior to the erection and completion of all side and rear boundary fences in accordance with clause 12 below, furthermore the berm and kerb crossing up to and including road metalling must be completed prior to construction of the dwelling.
2. Permit the said land to be occupied or used as a residence either prior to the dwelling being completed (including driveways, pathways, letterbox, landscaping and seeding of lawns visible from the road boundary frontage) and a Code Compliance Certificate has been issue by the Christchurch City Council or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles used for human habitation.
3. Erect or permit to be erected or placed on the land any dwelling house <sup>i</sup>:
  - a) on lots designated as High Density (A), having a floor area of less than 150m<sup>2</sup> (including garage) under one roof <sup>ii</sup>;
  - b) on lots designated as High Density (B), having a floor area of less than 170m<sup>2</sup> (including garage) under one roof;
  - c) on lots designated as Medium Density and being less than 620m<sup>2</sup>, having a floor area of less than 200m<sup>2</sup> (including garage) under one roof;
  - d) on lots designated as Medium Density and being greater than or equal to 621m<sup>2</sup> in area, having a floor area of less than 220m<sup>2</sup> (including garage) under one roof;
  - e) with garage facilities for less than two vehicles (minimum floor area of 30m<sup>2</sup>) other than where that lot is designated as High Density (A) where a single vehicle garage is permitted;
  - f) greater than three storeys on any High Density (A) designated lots;
  - g) greater than two storeys on Lots 1, 4, 10, 15, 33, 34, 35, 61, 62, 63 & 93 (optional single or two-storey lots);
  - h) greater than one storey on all Lots except for those listed in Clause 3.f) & 3.g) above.
4. Further subdivide or build more than one dwelling unit on any allotment however the Transferor retains the right at all times to further subdivide or approve any other subdivision of any lot or any future stage. This Clause 4 shall expire and be of no further effect on 31<sup>st</sup> December 2012.

5. Use as a roofing material anything other than tiles (clay, ceramic, concrete, decromastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel with less than a 28-degree roof pitch<sup>iii</sup>. This Clause 5 shall expire and be of no further effect on 31<sup>st</sup> December 2012.
6. Use as exterior cladding material other than clay brick, recycled brick, stained or painted weatherboard, painted or sealed concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above. This Clause 6 shall expire and be of no further effect on 31<sup>st</sup> December 2012.
7. Use a roofing material, guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products may be used on any building.
8. Erect any building other than a dwelling house or ancillary buildings in accordance with plans (including site plan, landscape plan, letterbox plan and external colour scheme) that have been approved by the Transferor in its sole discretion prior to the commencement of building. In considering plans for approval the Vendor shall take into account Architectural Merit, Colours, and Visual Appearance. A construction bond of \$2,000 is payable to the Transferor prior to any construction works taking place. This Clause 8 shall expire and be of no further effect on 31<sup>st</sup> December 2012.
9. Construct a driveway of materials other than of fixed solid materials such as coloured stamped/stencilled or exposed aggregate concrete, asphaltic concrete, concrete cobblestones or pavers or similar. The maximum width of the road crossing shall be 4.5m and should be off-set 750mm from the side boundary to allow for landscaping unless such lot is designated as High Density (A) allotment and a zero boundary building setback is achieved, such off-set may be reduced to 250mm. Such driveway to be completed in accordance with clause 2 above. Where a swale or other feature exists between the road and the allotment, the driveway crossing the swale shall be constructed in the location, manner and form directed by the Transferor and/or the Christchurch City Council. Where the Transferor has constructed a sealed driveway to the lot, this access point must be used by the Transferee as the primary driveway entry. This entry point may not be removed or relocated prior to 31<sup>st</sup> December 2012.
10. Attach to or protrude from the front (or the side within 7 metres of the road boundary) of the dwelling house, garage or other structure any fixture including but not limited to air-conditioning units, television or radio aerials, satellite dishes, and/or solar panels that in the Transferors sole discretion are obtrusive.

11. Permit storage of Gas greater than 9kg in capacity or allow the installation of control equipment for gas or meter boxes visible on the road front elevation of the dwelling;

12. Erect or permit to be erected on the land any fence or boundary wall:

- a) within 2.0 metres of the road boundary<sup>iv</sup> except on
  - (i) lots designated as High Density (A) or High Density (B) where fencing on the road frontage may be permitted on the boundary subject to design approval by the transferor with such fencing being of solid type no greater than 1.2m in height or palisade type fence no greater than 1.8m in height; or,
  - (ii) on lots which have road frontage on two boundaries, where fencing on the secondary road frontage may be permitted on the boundary;
  - (iii) Street front fencing on lots specified in (i) & (ii) above shall be of similar materials to the dwelling;
  - (iv) Where the secondary road frontage is fenced on the boundary in (ii) above, such fencing shall be finished at least 1.0 metre behind the main building line;
  - (v) Approval of fence design may be declined at the Transferor's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision.
- b) on boundaries fronting a reserve or waterway that has not received specific design approval of the Transferor. Approval of fence design may be declined at the Transferor's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision or neighbouring amenity. Fencing fronting reserves shall be of 'open' style for a minimum of 50% of the reserve boundary;
- c) on the internal boundaries of a height greater than 2.0m above the surrounding finished ground level and of materials other than new timber. All internal boundary fences shall be constructed from masonry, solid timber or in the form of a Paling Fence with timber palings on the same side of the rails as the posts and timber capping unless otherwise approved by the Transferor;

however the Transferor retains the right at all times to erect boundary fencing on any boundary fronting a reserve or the road boundary of any lot where access is restricted by a Link Strip, Consent Notice or other device as shown on the Subdivision Application Plan and any right of way boundary of any lot. Such fencing erected by the transferor shall not be removed without prior written consent of the transferor. This Clause 12 shall expire and be of no further effect on 31<sup>st</sup> December 2012.

13. Cause any damage to landscaping, irrigation, berms and kerbs contained within the legal road reserve either in front of or adjacent to the said lot. Should damage occur, the Transferee shall immediately repair such damage. If such damage is not immediately repaired, the Transferor shall have the right to rectify such damage with reasonable costs to be met by the Transferee, payable on demand.
14. Remove or relocate from the lot any fence, tree or shrub constructed or installed by the Transferor that is within 2.0 metres of the road frontage without the prior written consent of the Transferor. This Clause 14 shall expire and be of no further effect on 31<sup>st</sup> December 2012.
15. Permit any rubbish, including Builders waste materials to accumulate or to be placed upon the land or any adjoining land or permit grass or weeds to grow to a height exceeding 75mm. The Transferor shall have the right to remove any building materials from the site or any adjoining site or to maintain the site in a reasonable condition, that in their sole discretion, if left in their state, may be detrimental to the subdivision with reasonable costs to be met by Transferee, payable on demand.
16. Permit the erection of any sign on the property other than a professionally sign written and installed sign marketing the dwelling or section for sale. The Transferor will only permit the erection of signage indicating a business if such signage is acceptable in the sole discretion of the Transferor and prior written consent is obtained. The transferor shall have the right to remove any sign, which in their sole discretion is unacceptable without prior warning.
17. Permit the dwelling to be used as a show home without written consent of the Transferor. The Transferor shall retain sole discretion over the number of dwellings to be used for show homes purposes. This Clause 17 shall expire and be of no further effect on 31<sup>st</sup> December 2012.
18. Keep or raise any livestock, poultry, reptiles or animals of any kind or size on any lot or in any building other than domesticated household pets.

### **General Covenants:**

19. In the event that the Transferee disagrees with an exercise of discretion by the Transferor under clause 7 above then the matter shall be referred to an architect nominated by the Transferor. The consent of the Transferor shall be deemed to be given if such Architect certifies that the proposed buildings and improvements on the land are appropriate and suitable for a high quality residential subdivision and will not have any adverse effect on the other lots.
20. The Transferor shall neither be required nor be liable to enforce such above Covenants.
21. The Purchaser (including the Purchaser's successors in title and subsequent assignees of the property) covenant with the Vendor (including any subsidiary or associated company of the Vendor or successor or assigns to the Vendor ("Vendor")) that they will not oppose, object to, frustrate or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder the Vendor from progressing and completing the Vendor's Delamain development plans and/or effecting any zone change and/or subdivision and/or resource consents needed to generally give effect to the Delamain Development. This covenant by the Purchaser applies (without limitation) to any Resource Consent application, Environment Court application or Territorial Authority Building Consent application or other necessary consent process involving, such development, and the benefit of this covenant also applies to any adjoining or neighbouring property the Vendor may own or subsequently purchase to progress such development.

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*<sup>i</sup> Floor area measurements shall be based on the outside slab dimensions. The lot areas stated are net areas (exclusive of area of Access Lot, Right of Way or Driveway shared with any other Lot). The Transferor retains the right to approve the construction of a dwelling within less than the minimum area required by this covenant if in their sole discretion it is deemed to not be of detrimental effect to the subdivision due to the inability to comply with the Living G (Yaldhurst) rules, irregular shape, size or orientation of the lot.*

*<sup>ii</sup> Garaging which is separate to the dwelling will be considered in High Density (A) locations if such design is comprehensive and for the benefit of multiple allotments.*

*<sup>iii</sup> Alternative roofing materials, roof pitch & external cladding materials may be permitted if in the opinion of the Transferor, those materials and pitch will not adversely effect the development.*

*<sup>iv</sup> The Transferor retains the right to approve fencing within 2.0m of the road frontage due to the irregular shape, size or orientation of the lot. For the removal of doubt, the word 'road' includes right of way and access lot.*