

Covenant H(a): Proposed Land Covenant to Achieve Planning Outcomes

1. The placement of dwelling house on lots 1-27 by the Grantor shall enable and will not foreclose or frustrate at some future time the Grantor's land being subdivided in a manner which could achieve the number of lots and/or density of housing contemplated in the attached plan (Attachment A).
2. The further subdivision of lots 1-27 shall be restricted until:
 - a. Sufficient sewer capacity is available for the further subdivision of all of the land contained within lots 1-27; and
 - b. A Plan Change incorporating an Outline Development Plan that includes the land has been incorporated into the Christchurch City Council Plan enabling further subdivision of lots 1-27; and
 - c. The roading links to the north and south of lot 28 have been transferred to the Christchurch City Council, either formed or unformed; and,
 - d. The stormwater treatment area within lot 28, with capacity to treat the residential stormwater (including roading and hardstand areas) for the further subdivision of lots 1-27 in general accord with Attachment A, has been transferred to Christchurch City Council.
3. Following satisfaction of covenant 2, the further subdivision of the Grantor's land shall be undertaken in a manner that does not foreclose or frustrate the ability to achieve the number of lots and/or density of housing contemplated in the attached plan (Attachment A).
4. The registered proprietors for the time being of lots 1-27 shall contribute to the cost of maintenance and repair of the shared access and facilities comprised in lot 28 on the attached plan as to a one twenty-seventh share. Without limiting the generality such maintenance and repair shall include running and repair costs for any facility for the benefit of lots 1-27 such as reserve lighting, roading maintenance, mowing and maintenance of grass areas. Contributions due for such costs shall be paid upon demand to the Scheme administrator. At the date hereof the Scheme administrator is Gillman Wheelans Limited. The Scheme administrator may appoint a substitute person or entity to be Scheme administrator at any time provided that the Scheme administrator may be removed or replaced at any time by resolution in writing of one half or more of the registered proprietors. The Scheme administrator shall be entitled as a cost of the Scheme to reasonable remuneration for work relating to the Scheme. Contributions due but not paid shall accrue penalty interest at the rate of 14% per annum and may be recoverable as a debt to the Scheme administrator from the registered proprietors.
5. Upon re-zoning of the subject land and availability of sewer capacity to allow further subdivision of Lots 1-27, the owner of Lot 28 will be responsible to complete the following:
 - a. Roading linkages to the north-east and south-west boundaries of Lot 28 to be transferred or vested in Christchurch City Council.
 - b. Decommissioning of, or meeting the cost of decommissioning the temporary sewer pump station within Lot 28.
 - c. Stormwater treatment area within Lot 28, including capacity for residential roads and hard-standing areas for future subdivision of Lots 1-27, to be transferred or vested in Christchurch City Council if it has not already occurred.

- d. Stormwater discharge consent to be transferred to Christchurch City Council after a satisfactory compliance monitoring report from ECan.

Attachment A:



IMPORTANT FOOTNOTES

¹ Where GWL is referenced in this document, this shall mean Gillman Wheelans Limited, it's parent companies, subsidiaries or assigns.

¹ Alternative roofing materials and external cladding materials may be considered on their merits if in the opinion of GWL, those materials or claddings will not adversely effect the development.



Covenant H(b): Land Covenants for Sale and Purchase

INTRODUCTION

The following is a reference document for buyers of Quarry View. The inclusions in this document are indicative of the Land Covenants to be registered on the titles when they are created. This should not be read as a final document. Further covenants may be added or changed if in GWL'sⁱ sole discretion such changes are necessary. The final set of covenants may include termination dates when such covenants may no longer be applicable or appropriate for the further development of the lots.

The land covenants offer you peace of mind in the knowledge that your neighbours are required to meet the same guidelines that protect both the built and landscape features and amenities of the area.

Please ensure this document is read and understood, particularly in relation to further subdivision and dwelling location considerations on lots 1-27.

ANCILLARY STRUCTURES

All structures on the allotment within view of a Public Road, Right of Way or Access Lot shall be constructed of the same or consistent materials as the dwelling.

No fixtures, including storage of Gas or the installation of control equipment for gas or meter boxes visible on the street front elevation, shall be attached to the dwellings that in the opinion of GWL are obtrusive.

External antennae or satellite dishes shall be located on the side or rear of the dwelling however at all times shall be at least 7 metres from the road boundary.

ARCHITECTURAL FEATURES REQUIRED

The following is a list of items or features that are encouraged to be included in the dwelling design. A minimum of four of the following list, or alternatives supplied by the applicant, should be included in the design to achieve the overall design anticipated in the development.

- 'Full Height' windows visible from the street other than where not possible due to joinery, etc.;
- Glazing in garages facing the street shall be opaque/obscure below a level of 1.5m.
- Solid Plaster or 'Bag Wash' finish;
- Skylights within the roof line;
- Linea Board or similar;
- Powder-coated Steelwork (Lattice) above entry or windows;
- External Shutters;
- Feature Chimney;
- Feature Front Doors and Handles;
- Feature lighting;
- Portico or Porch, including associated columns and paving different from the driveway;
- Plastered or Brick Columns that are separate from previous item above;
- Boxed Window Sills on Plastered Dwellings;
- Landscape features such sculptures, water features, walls, planters retaining walls;
- Fencing and/or Gates between Dwelling and side Boundary (Paling fencing excluded).



BOND REIMBURSEMENT

A bond is required to be paid at the time of plan approval to ensure compliance with the land covenants. The following procedure must be adhered to in order to receive a refund of the bond in full.

- ❑ Developer approval and Council Consents are required prior to any work being undertaken on the site.
- ❑ Where fencing has not been erected by GWL, fencing shall be erected by the Purchaser prior to any site-works being undertaken.
- ❑ Where a driveway has not been constructed by GWL, prior to construction commencing the kerb is to be cut out, berm excavated and appropriate metal placed to ensure mud or other materials is not tracked onto roads with due care taken of irrigation lines.
- ❑ If coloured concrete or textured footpaths are removed for construction purposes, the driveway forward of the boundary shall match the surrounding footpath materials, colour and texture.
- ❑ The allotment is to be kept clean and tidy at all times with no materials windblown or otherwise from the site.
- ❑ No animals are permitted to ‘wander’ the site or adjoining sites.
- ❑ The driveways, pathways, letterbox and landscaping forward of the dwelling shall be completed prior to the occupation of the dwelling.
- ❑ Any damages caused outside of the allotment to be repaired immediately by the Purchaser or their contractors.
- ❑ GWL are to be notified of completion of the works to enable inspection prior to occupation.
- ❑ If the Protective Covenants and Special Conditions are complied with in all respects the Bond will be repaid in full and occupation may then occur.

Where the above procedure is not adhered to, GWL may recover the cost for repairs, correspondence and administration from the Bond prior to releasing it to the Purchaser. If occupation occurs prior to the Bond reimbursement request, the Bond may be forfeited.

BUILDING MATERIALSⁱⁱ

Permitted roofing materials include tiles (clay, ceramic, concrete, decromastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel.

Permitted exterior materials include clay brick, recycled brick, stained or painted weatherboard, linea board, sealed concrete block masonry, natural stone, stucco, plaster, bag-wash, painted long-run pressed steel, glazing or any combination of the above.

Gutters and down pipes shall be pre-finished or painted to match the dwelling or the roof colour.

The use of unpainted zincalume roofing, gutters, downpipes or exterior cladding is not permitted.

BUILDING HEIGHTS

The construction of any dwelling adjoining or adjacent to the properties located at 95 & 105 Kennedys Bush Road (Lot 1 DP 81394 & Lot 1 DP 20755) shall be limited to single level.

BUILDING TIME

Construction of dwellings on each site should commence within 24 months of possession of the land and the home should be complete within twelve months of commencement of



construction.

CONSENT NOTICES

The Christchurch City Council or other authority may require Consent Notices to be attached to the title to be created by GWL. Consent Notices are typically used in the following situations.

- ❑ Restricting the location of the proposed dwelling within lots 1-27 to ensure the further subdivision of lots can be completed in a controlled manner.
- ❑ To ensure general compliance with a further subdivision plan.
- ❑ Restricting access to an allotment where any other access point, other than the prescribed location may be dangerous or inappropriate.
- ❑ As a requirement to complete specific site testing for ground bearing capacity for the dwelling being proposed.

DRIVEWAYS

Where a property frontage incorporates a public car park, landscaping, lighting or mounding, the location of the allotment access may be determined by GWL.

The berm and kerb crossing up to and including road metalling must be completed prior to construction of the dwelling. The driveway shall be completed prior to occupation of the dwelling.

Where a swale exists between the road and the allotment, the swale crossing shall be constructed in the location, manner and form directed by GWL and/or the appropriate local authority.

The driveway at the road boundary shall be paved its full width i.e. no “car tracks” to a maximum width of 4.5m. The sealed driveway, including the maximum width of 4.5m shall continue for a depth of at least 2.0m from the road boundary.

Approved finishes for driveways within 2.0m of the road boundary include coloured stamped/stenciled or exposed aggregate concrete, asphaltic concrete, concrete cobblestones or pavers or similar.

Any loose materials tracked from the driveway onto the public road shall be removed regularly by the owner or builder.

Where GWL constructs a kerb cut down and a driveway to an allotment, this access point should be used by the purchaser as the primary driveway entry. If the purchaser chooses to use an alternative location for a driveway, the existing driveway must be removed and made good at the cost of the purchaser in all respects.

The cost of such driveway within the public road reserve may be recoverable at the discretion of GWL to a maximum of the cost of a standard asphalt driveway. A schedule of expenditure for constructing asphalt driveways is at the rear of this information booklet.

DWELLING PLAN APPROVAL PROCESS

To ensure that quality-housing standards are achieved, purchasers are required to obtain approval from GWL for any building works prior to making an application for building consent with the local authority.

- ❑ A full set of dwelling plans, including landscape planes are to be supplied to GWL.
- ❑ We will endeavour to process your plans, if the application is complete, within 5 working days of receipt of all the appropriate information.
- ❑ A Bond of \$2,000 shall be paid by the Applicant at the time of making the application and that Bond will be held during the construction period.
- ❑ No work on the site may occur without completing the approval process.
- ❑ An incomplete application or non-complying application may be returned and processing fees applied at the discretion of GWL.



- ❑ GWL in their sole discretion may decline approval of all or any part of the dwelling plans, even if the covenants have been met, if the plan is not in keeping with the standard of the development.

FENCING

GWL fencing

Low solid subdivision entrance walls at the corner of the two Kennedy's Bush Road entrances (Lots 1, 21, 19, recreation reserve)

Post and 3 rail timber fencing on the Kennedy's Bush Road boundary (Lots 1, 19 & 21), internal boundaries of the main subdivision entrance roads (Lots 1, 19 & 21), and at and internal subdivision intersections (Lots 12 & 17, 13 & 15, 2 & 6, 8 & 9) for a minimum distance of 4.8m from the centre of the boundary arc (in each direction).

Post and 1 rail timber barrier fencing at recreation and drainage reserve road frontages.

Fencing during Construction

All side and rear boundary fencing shall be completed prior to any building works commencing on site. In the alternative temporary fencing surrounding the building site shall be erected until the dwelling is occupied.

Temporary fencing (such as shade cloth or gates) to a height of not less than 1.8m is required on the road boundary during the construction period and shall be secured closed when construction is not occurring on the site (evenings, holidays, etc).

Road Front Boundaries, by residents with any of the following

Low 'see-through' style fencing (e.g. timber post and rail) and green fencing (e.g. hedging) may be located on the property road boundary and may run for the full length of the road boundary

High solid and 'see-through' and low solid fencing should be setback 2m from property road boundary

High fencing to be a 15m minimum to 40m maximum continuous length in one direction (unless specifically approved by GWL)

High fencing between 30m and 40m must have a 4m to 8m change or 'break' in the fence design close to the centre-line

2m setback between the boundary and solid fencing to be planted in either hedging or specimen trees. Additional shrub planting can be carried out at the discretion of the owner

Internal Boundaries

Low 'see-through' or solid style fencing, high 'see through' or solid style fencing, and green fencing can be located on the internal property boundary and may run the continuous boundary length

High 'see-through' or solid style fencing to be a 15m minimum to 40m maximum continuous length in one direction (unless specifically approved by GWL). Specimen trees are to be planted for the length of high fence in accordance with the Planting Covenants.

High 'see-through' or solid style fencing should be setback 2m from the road property boundary

Reserve & Rear Boundaries

Specifically designed fencing will be required on boundaries fronting a reserve (including 'future' road reserve) or where fences cross or adjoin a sculptured mound.

Fencing fronting reserves shall be of 'open' style for a minimum of 50% of the reserve boundary.

Where fencing is erected by GWL on lots fronting a reserve or waterway, such fencing shall not be removed or altered without specific approval.

General Fencing

No fencing shall be greater than 2.0m in height unless specifically approved.

GWL shall retain the right to erect any side or rear boundary fencing of any allotment with a share of the cost of such fence payable by the Purchaser.

GWL retains the right to erect boundary fencing on the public road boundary, reserve boundary or the boundary of any allotment prior to settlement particularly where access is restricted.

All Purchasers are liable to share the cost of all internal boundary fences including any fence that may have been erected by GWL or adjoining allotment owner.

GWL is not responsible to contribute to the cost of any fence where such fence has been erected by the Purchaser.

High fencing is defined as being between 1.8m to 2m high and includes fencing styles such as timber board and batten, timber hit and miss, timber slat, Ecoply and batten.

Low fencing is defined as being up to 1.2m in height and includes fencing styles such as timber post and rail, square timber post and wire, square timber post and rail and wire, timber board and batten, timber slat.

All timber fencing should be left in its natural state or clear oiled. Where fences are to be stained, Resene Woodsman 'Pitch Black' shall be applied in accordance with Manufacturers recommendations.

Macrocarpa timber is recommended due to its natural rustic appearance.

Green fencing may include a wire supporting structure e.g. post/warratah and wire.

All fencing to be in general accord with the 'Fence Pallet Plan' at the rear of this document.

FURTHER SUBDIVISION

The Quarry View development is intended as a residential development with potential for further subdivision. The initial development is undertaken by GWL. Further subdivision may be undertaken by a variety of landowners at the time with such further subdivision being generally in accord with the indicative further development plan supplied by GWL at the time of purchase.

The further subdivision shall not occur without approval of CCC and GWL to ensure the necessary infrastructure, amenities and planning is in place to achieve a quality outcome and that subdivision does not occur in an ad-hoc manner.

To ensure the ability to achieve the further development plan is not compromised; the siting of the initial dwelling must take into account the further subdivision and assume Living 1 Rules apply to the initial dwelling design.

LANDSCAPING

The Purchaser shall not remove or relocate any tree or shrub or any landscape feature within the front 2.0m of the allotment without the prior written consent of GWL.

No earthworks shall be undertaken whereby excavation or fill will exceed 0.50m from the present surface level of the property without approval.

Domestic driveways shall be a maximum width of 4.5m at the property boundary for a depth of at least 2m at the entrance (in order to facilitate landscaping) and allow clear visibility above 1m for a width of 1.5m either side of the entrance.

Landscaping visible from the road frontage shall be completed in accordance with the Landscape Plan prior to occupation of the dwelling.

MAINTENANCE

Prior to, during, and after construction, the allotment is to be maintained in a clean and tidy manner. No excavation material, rubbish or builders waste shall be deposited on adjoining properties.



No rubbish, including Builders waste materials may accumulate or be placed on the allotment or any adjoining allotment.

Grass and/or weeds shall not be allowed grow to a height exceeding 150mm.

Should damage occur to landscaping, irrigation, berms and kerbs contained within the legal road reserve or any other allotment, either in front of, or adjacent to the Applicants allotment, the Purchaser shall immediately repair the damage.

GWL retains the right to remove any building materials from the allotment 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 the Purchaser.

MAINTENANCE LEVY

As Quarry View is a development with potential for further subdivision, some infrastructure to allow the initial development to occur will be set up on private land and held privately for the benefit of lots 1-27 owners until further development can occur and the facilities can then be transferred to Council ownership.

To ensure those facilities are maintained to the required standard until they are transferred, each lot owner will be levied an annual fee at the commencement of each calendar year to fund such maintenance.

A budget will be provided at the commencement of each year, accompanied by a reconciliation for the previous year.

A sinking fund may be used to build up surplus funds for significant expenditure.

GWL will initially administer this scheme.

A Body Corporate or similar may be set up to administer the scheme if in GWL's sole discretion deems this as appropriate.

OCCUPATION

A dwelling may only be occupied by the Purchaser on completion of the works (including driveways, pathways, letterbox, landscaping and seeding of lawns visible from the boundary frontage) and once a Code Compliance Certificate has been issued by the local authority.

ON-SELLING

In the event the Purchaser wishes to on-sell the allotment prior to settlement, the Purchaser must reserve, for the benefit of the Vendor, the Vendor's rights and the Purchaser's obligations as set out in Sale & Purchase Agreement and advise GWL immediately of the transaction.

PLANTING

Approved road boundary and internal high green fencing and hedging within the 2.0m fence setback:

Hedging Exotic

<i>Carpinus betulus</i>	European Hornbeam
<i>Prunus Lusitanica</i>	Portuguese Laurel

Hedging Native

<i>Corokia</i>	'Bronze King'
<i>Corokia</i>	'Geentys Green'
<i>Pittosporum</i>	'Mountain Green'
<i>Pittosporum</i>	'Stephens Island'
<i>Pittosporum</i>	'Wrinkle Blue'



Griselinia Littoralis 'Broadway Mint' Broadleaf
 Note, hedging should be a minimum height of 1.0m when planting

Approved Specimen Trees including within the 2.0m fence setback:

Specimen Tree Exotic

<i>Carpinus betulus</i> 'Fastigiata'	Upright Hornbeam
<i>Magnolia grandiflora</i> 'Little Gem'	Magnolia
<i>Liriodendron tulipiferum</i> 'Fastigiatum'	Tulip Tree
<i>Platanus acerifolia</i> 'Pyramidalis'	Plane
<i>Prunus yedoensis</i> 'Awanui'	Flowering cherry
<i>Quercus robur</i> 'Fastigiata'	Upright English Oak
<i>Ulmus carpinifolia</i> 'Variegata'	Smooth Variegated Elm

Note, specimen trees to be minimum 1.8m high at time of planting with 1 specimen tree to be planted for every 10m of fencing e.g. 15m = 1 tree; 15 to 20m = 2 trees; 20 to 30m = 3 trees; 30 to 40m = 4 trees

SIGNAGE

Signage on individual allotments shall be limited to professionally sign written and installed signs marketing the dwelling or section for sale. The erection of signage indicating a business will only be permitted by GWL if such signage is acceptable in the sole discretion of GWL and prior written consent is obtained.

STANDARD DRIVEWAY CONSTRUCTION COSTS (As at 1 January 2010. May be subject to inflation adjustment)

Kerb cut-down (assuming 4.5m width)	\$500
Asphalt seal (assuming 25m ² , incl metal)	<u>\$2,500</u>
Subtotal Cost (incl GST)	\$3,000
Additional costs if required	
Culvert for swale (if required)	\$1,500
Rock Headwalls (where culvert required)	\$450

GENERAL

GWL shall be permitted to provide adjoining allotment owners with the contact details to neighbouring allotments for the purposes of resource consent approvals, fencing notices and relevant communications.

The above covenants and rules apply to all Purchasers within developments undertaken by GWL. Where a Purchaser on-sells a section or a dwelling, it is the responsibility of that Purchaser to make subsequent Purchasers aware of these covenants and rules.

GWL reserves the right to alter or amend the Protective Covenants and Information Booklet for subsequent stages of Quarry View.

The Purchaser covenants with GWL that they will not oppose or prevent GWL from progressing and completing Quarry View or GWL's development plans or consents needed to generally give effect to the Quarry View Development.

