

# **RESTRICTIVE COVENANTS SCHEDULE A**

## **DESIGN GUIDELINE DEFINITIONS FOR TANA PUKEKOHATU SUBDIVISION**

### **Definitions:**

All definitions shall be those in the Tasman Resource Management Plan (as at September 2011) except that:

**"Daylight Controls"** means the angles within which a complying building must fit in order to allow adequate daylight onto adjoining sites. Daylight indicators limit the envelope of a building in a way that ensures equitable access to daylight on all adjoining properties. Daylight controls also ensure that minimum building separation, open space and amenity are maintained within residential areas.

**"Design Guidelines"** means the Bulk & Location Standards for High Density Lots and Medium Density Lots set out in Subdivision Consent RM110351 and the Architectural Constraints following.

**"Duplex Housing"** means house that are attached to another house along one common wall (may also be referred to as 'semi-detached' housing).

**"Garage Door Yard"** means an area clear of buildings 5.5m in length, the same width as the garage door and wholly within the boundaries of the site. The garage door yard shall be provided in a line immediately perpendicular (i.e. at a 90 degree angle) and adjacent to any garage door. This is to provide for parking of a standard vehicle in front of the garage and to ensure that garages are set back so as to not dominate the visual appearance of a dwelling from the street.

**"High Density Lots"** means lots in the Tana Pukekohatu Subdivision between 320m<sup>2</sup> and 399m<sup>2</sup> in size.

**"Low Density Lots"** means lots in the Tana Pukekohatu Subdivision that are 500m<sup>2</sup> or larger.

**"Medium Density Lots"** means lots in the Tana Pukekohatu Subdivision that are between 400m<sup>2</sup> and 499m<sup>2</sup> in size.

**"Production Housing"** means a continuous row of more than two houses with an identical design.

**"TDC"** means Tasman District Council.

**"Terrace Housing"** means a row of attached houses built in one block of uniform style.

# **RESTRICTIVE COVENANTS SCHEDULE A**

## **ARCHITECTURAL CONSTRAINTS FOR TANA PUKEKOHATU SUBDIVISION**

The following architectural constraints shall apply to all lots within the Tana Pukekohatu Subdivision.

### **Design Philosophy**

Building designs with an excellent standard of architectural merit are expected. Whilst architectural compatibility (visual accord and formal coherence) between buildings is essential, it is also important to avoid visual monotony in design.

Each property is to be designed to an individual theme expressed in consistent them detailing, balance proportions and scale, colour and materials to suit the chosen architectural style. "Production housing" and associated detailing will be deemed inappropriate.

### **Housing Typologies**

Duplex, or semi-detached, dwellings are permitted only on the High and Medium Density lots. Where a duplex is proposed, both adjoining owners must make a concurrent application which demonstrates a compatible design. Second-hand and/or relocated buildings are not permitted.

### **Broken Building Form**

No building shall present a blank or unrelieved wall facing any road boundary.

### **Building Materials**

Only quality building materials shall be used. Any of the following exterior materials, finishes and construction methods shall not be used on buildings or fences on any site unless they have architectural merit enhancing the overall design:

- a) Any second-hand or recycled building, roofing or fencing materials;
- b) Unfinished cement board cladding;
- c) Unpainted or uncoated profiled metal cladding;
- d) Reflective or dark-tinted exterior glazing;
- e) PVC/plastic wall claddings;
- f) Imitation woodgrain cladding, or materials finished with stone chips;
- g) Manufactured stone/brick cladding;
- h) Unpainted sheet or pressed metal wall or roof claddings; or
- i) Aluminium composite panels.

### **Exterior Colours**

Exterior wall colours shall avoid obtrusive or overly dominant colours and shall enhance the local vernacular.

## **Roof Structures**

All roof structures and/or roof accessories, such as satellite dishes, TV aerials, vent pipes, air conditioning units etc, shall be placed on the rear-facing roof slopes, i.e. no roof structures/accessories shall be visible from the road frontage. Solar water heating panels or photovoltaic panels will be permitted on north facing roofs provided that they form part of the overall dwelling design.

## **Fencing**

Fences along any road boundary shall not exceed a height of 0.9m. Side boundary fences shall be designed to taper or step from 0.9m at the road boundary up to a maximum height of 1.8m along side and rear boundaries. The tapered or stepped section shall extend at least 5m from the road boundary before the maximum height of 1.8m is reached.

Materials and colours of fences are to be consistently themed with the architectural style of the dwelling in terms of colour, materials and/or appearance. Preferred materials include timber or masonry.

The use of hedges in lieu of fencing along the front boundaries is encouraged.

## **SCHEDULE B**

### **TANA PUKEKOHATU ESTATE**

#### **RESTRICTIVE COVENANTS**

##### **Building:**

1. The Grantor shall not construct, erect or place or permit to be constructed, erected or placed on the Property:
  - a.
    - i. Any building, structure or improvement without first obtaining the written approval of Wahanga Limited ("Wahanga") (or its nominated representative) to the final building plans and specifications (and where appropriate in the same form as intended to be submitted to the Territorial Authority for a building consent) and such specifications shall include full details of all exterior colour schemes and finishes and details of fences, driveways and front yard landscaping.
    - ii. Wahanga's approval shall be entirely at Wahanga's discretion in all respects provided however that should Wahanga (or its nominated representative) fail to approve or disapprove such plans and specifications within 20 working days of receipt of the same, then it shall be deemed to have approved the same. The Grantor shall not apply for a building consent until such time as Wahanga's approval, whether deemed or otherwise, has been obtained.
    - iii. Wahanga shall be entitled to serve an injunction notice on the Grantor to cease all work if the Grantor shall commence any construction work without having first obtained the approval of Wahanga in accordance with this clause.
    - iv. The obligation to obtain the approval of Wahanga (or its nominated representative) pursuant to this clause shall expire ten (10) years after the date of registration of the transfer of the Property by Wahanga to the Grantor, but shall not release the Grantor from its obligation to comply with these covenants.
  - b. More than one household dwelling unit.
  - c. Any building of an A-frame style.
  - d. Any building that shall present a blank or unrelieved wall facing any road boundary.
  - e. Any relocated, transportable or used building or structure provided that:
    - i. One prefabricated garden shed which is adequately screened from neighbouring properties may be placed on the Property; and
    - ii. Builders shed or other similar buildings required during construction of any dwelling may be placed on the Property during such construction, but must be removed on completion of such construction.

- f. Any dwelling, building or fence which utilises any of the following exterior materials, finishes or construction methods:
- i. Any second-hand or recycled building, roofing or fencing materials;
  - ii. Unfinished cement board cladding;
  - iii. Unpainted or uncoated profiled metal cladding;
  - iv. Reflective or dark tinted exterior glazing;
  - v. PVC/Plastic wall claddings;
  - vi. Imitation woodgrain cladding or materials finished with stone chips;
  - vii. Manufactured stone/brick cladding;
  - viii. Unpainted sheet or pressed metal wall or roof claddings;
  - ix. Aluminium composite panels,

unless such exterior materials, finishes or construction methods shall have architectural merit enhancing the overall design (as confirmed in a statement by a registered or certified designer under the Building Act 2004) and, in the opinion of Wahanga (or its nominated representative) does not detract from the quality of the subdivision and the local housing standard.

- g. Any fence which exceeds a height of 0.9m along any road boundary or which exceeds a height of 1.8m along any side or rear boundaries and provided that there must be a tapered or stepped section of at least five (5) metres in length from the road boundary before the maximum side boundary height of 1.8m is reached.
- h. Any building or structure unless the exterior of that building or structure is finished in recessive colours which blend in with the immediate local environment, or if such recessive colours are not used, then exterior colours which are not obtrusive or overly dominant and enhance the local vernacular (as confirmed in a statement by a registered or certified designer under the Building Act 2004).
- i. Any building that has windows, doors or sky-lights so placed that the privacy of any neighbouring dwelling is unreasonably affected.
- j. Any roof structures or roof accessories (such as satellite dishes, TV aerials, vent pipes, air conditioning units) which are visible from the road frontage provided however that solar hot water heating panels and photovoltaic panels will be permitted on north facing roofs if they form part of the overall dwelling design.
- k. Any building, structure or fence which does not comply with the Design Guidelines and Architectural Constraints (attached as Schedule A)
- l. Any building that exceeds a height of seven and a half (7.5) metres above the ground level. For the purposes of this clause, the height shall be measured between the highest point of the building and the ground level immediately

below that point and the ground level shall be the level existing as at the date of the transfer of the property from Wahanga.

2. The Grantor shall complete construction of any building, structure or improvement on the property within 12 months of commencing work on any such building, structure or improvement and the Grantor shall not allow a period of more than three months to elapse without substantial work being carried out once such work has commenced.
3. The Grantor shall not reconstruct, alter, add to, renovate or refurbish any building, structure or other improvement on the property which results in such building or structure no longer being of a standard commensurate with the exterior appearance and architectural standard of the properties in the subdivision or being in breach of these covenants.
4. The Grantor shall not allow any masts, aerals, other structures, trees or shrubs to exceed a height of eight (8) metres above the average ground level of the Property.
5. Wahanga may at any time, at its discretion, grant a waiver of any of these covenants to any Grantor provided that in giving any such waiver the character and standard of the subdivision is not significantly altered and if such waiver is provided, the Grantor shall be deemed to not be in breach of the covenants.

**Maintenance:**

6. The Grantor shall not:
  - a. Allow any building or structure on the Property to become dilapidated or to fall into disrepair and shall not allow any nuisance or unreasonable disturbance to be caused to any owner or occupier of neighbouring properties.
  - b. Move, damage or remove any survey pegs or markers on the Property and in the event of any breach of this restriction the Grantor shall at their cost have such pegs or markers replaced by a registered surveyor and if the Grantor shall not comply with this covenant within 30 days of being requested to do so by Wahanga, then Wahanga shall have the right to instruct a registered surveyor to replace such pegs and markers and the Grantor shall be liable for all associated costs.
  - c. Allow the property to become littered, overgrown or unsightly to the intent that the property shall be maintained in a neat and tidy condition (including not allowing grass to grow to a height greater than 100 millimetres), nor allow any noxious weeds (including gorse, blackberry or ragwort) to grow on the land.
  - d. Except when building operations are in progress, allow any trade equipment or materials, debris, rubbish or any vehicle of any unsightly nature to be brought onto or remain on the property unless the same is adequately garaged or screened so as not to be visible to or to cause any offence to neighbouring properties and to preserve the amenity of the subdivision.

**Activity/Use of Property:**

7. The Grantor shall not occupy nor allow any dwelling constructed on the Property to be occupied until the dwelling has been completed in accordance with the requirements of the local authority nor will the Grantor allow any temporary

structures, vehicles, caravans, tents or other similar accommodation to be used for temporary residential purposes prior to the completion of the dwelling.

8. The Grantor shall not store or allow to be stored on the Property, any caravan, motorhome, craft, trailer, recreational vehicle or other equipment or machinery in such a way or in such location as shall unreasonably shade or impact on any adjoining property or the use and enjoyment of any adjoining property or as to detract from the amenity value of the subdivision.
9. The Grantor shall not allow any live-stock, animals or beehives to be brought onto or kept on the Property other than normal household domestic pets (and the term "household domestic pets" does not include livestock such as pigs, goats, horses, sheep, chickens, roosters, pigeons, peacocks or any animal which may cause a nuisance to owners or occupiers of other properties in the subdivision) and in particular, the Grantor shall not keep or allow to be kept on the property any dog which is generally recognised as being of an aggressive breed and which may cause a risk to owners or occupiers of other properties in the subdivision (e.g. Pit-bull terrier, Rottweiler and Doberman Pincher).
10. The Grantor shall not carry out nor permit to be carried out on the Property any activity which does not comply with the Tasman District Council permitted activities in a Residential Zone (as qualified/varied by RM 110802 and 110351 and by the Design Guidelines attached as Schedule A) provided however that this clause shall not apply to the use of the Property for the purposes of a builders show home (and ancillary builders office) for a period of three years after the date of transfer of the Property from Wahanga to the Grantor, and provided that Wahanga's express consent has first been obtained.
11. The Grantor shall not use or permit the use of the Property for institutional residential purposes. For the purposes of this clause "institutional residential purposes" shall include but not be limited to the use of the Property for housing purposes by central or local government agencies or public or private health centre agencies.
12. The Grantor shall not for a period of 10 (ten) years from the date of the transfer of the property by Wahanga subdivide the property and the term "subdivide" shall have the same meaning as "subdivision of land" defined in Section 218 of the Resource Management Act 1991.

**General:**

13. Any difference or dispute between any parties regarding the interpretation of these covenants or as conferred by such covenants shall be referred at the request of either party to the arbitration of a single arbitrator on the following terms:
  - a. The arbitrator is to be jointly agreed upon by the parties;
  - b. If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, then the arbitrator shall be appointed by the President of the Nelson District Law Society for the time being and such nomination will bind the parties;
  - c. The reference is a reference to a single arbitration under the Arbitration Act 1996;

- d. The arbitrator's decision shall be final and binding on both parties and may include an order for costs, an order for enforcement and interest on monies payable;
  - e. The parties will not resort to litigation except for the purposes of enforcing this clause.
14. Wahanga will not be liable because of any action it takes or fails to take or for any default in any building, structure or improvement erected on any of the properties in the subdivision or for any breach of these covenants or otherwise and the registered proprietors for the time being of the servient and dominant lots shall indemnify and keep indemnified Wahanga and its legal successors (other than successors in title after registration of a transfer from Wahanga to a subsequent owner) from any costs, claims, suits, demands or liabilities arising out of or under these covenants.

**Fencing:**

15. Wahanga shall not be liable to erect or maintain or contribute towards the costs of any dividing fence or boundary fence or part thereof between the property and any adjoining land, but this provision shall not inure for the benefit of any Grantor of such adjoining land.

To the District Land Registrar

Please Register the within Covenant against the Servient and Dominant Tenements.