

T H E   H A M P T O N S



# THE HAMPTONS

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## THE VISION

Welcome to The Hamptons in Prebbleton, where modern living meets the timeless essence of classic Canterbury, blended with a contemporary flair. Explore bold forms and clean materials meticulously crafted for a sophisticated haven.

Our vision for The Hamptons is a distinguished residential development, offering a diverse array of architectural housing across an assortment of residential lots. The Hamptons Design Guide ensures consistency and style across the development.

Setting itself apart, The Hamptons boasts a harmonious blend of architectural diversity, premium materials, and high-quality streetscapes, and the creation of high-quality streetscapes and reserves.

The Hamptons Design Guide provides carefully curated guidelines for a cohesive, stylish, and sophisticated development, reflecting a contemporary take on Central Otago's unique aesthetic. Embracing bold forms and crisp details, our design principles aim to elevate The Hamptons to new heights.

View this guide as a wellspring of inspiration, laying the foundation for you to contribute to The Hamptons' elegance while expressing your distinctive taste.

Issued by Urban Estates, the developer behind this visionary project, compliance with these requirements ensures the enduring excellence of The Hamptons development.

Welcome to a realm where innovation meets tradition, and each residence adds to a tapestry of enduring sophistication.



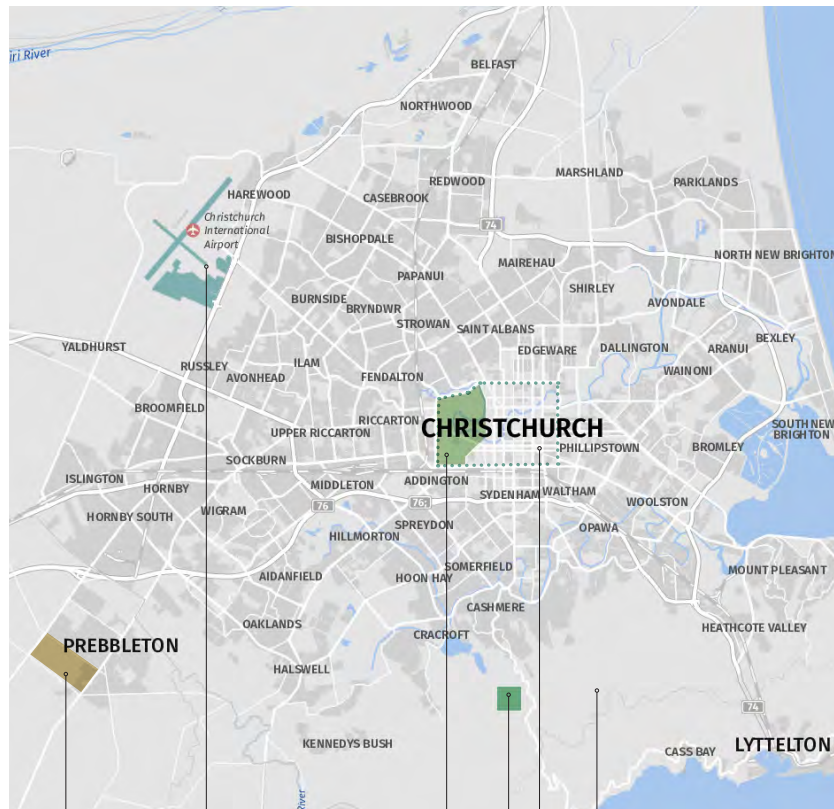
# THE HAMPTONS

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# THE HAMPTONS

## THE LOCATION



THE HAMPTONS

Christchurch  
Airport

Hagley Park

Christchurch  
Adventure  
Park

CBD

Port Hills



The Hamptons  
Future Development

The Hamptons  
Stages 1 - 6

Childcare

Supermarket

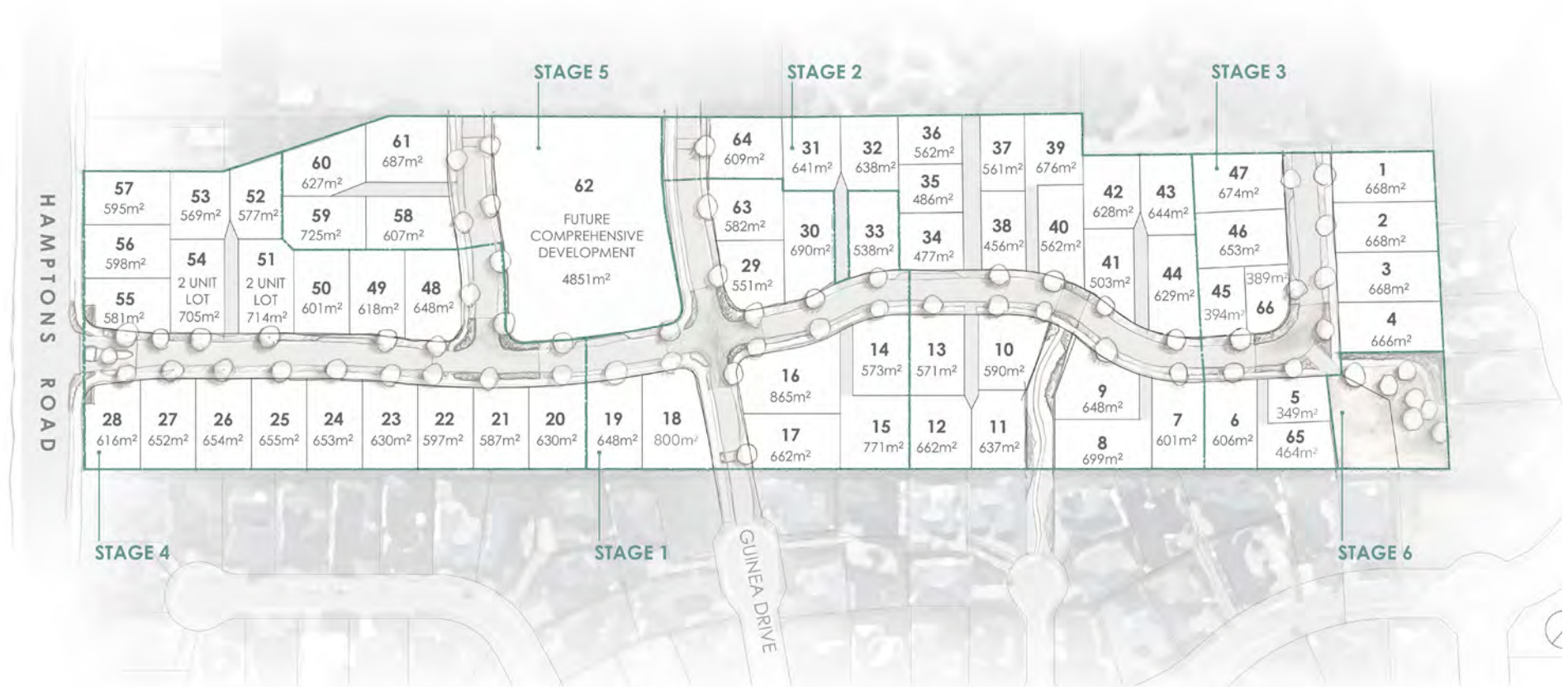
Shopping  
Precinct

School

Kindergarten

# THE HAMPTONS

## THE MASTER PLAN



# T H E H A M P T O N S

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## T H E C O N T A C T S

### **THE HAMPTONS DESIGN PANEL (HDP)**

The Hamptons Development C/O Urban Estates  
174 Hamptons Road, Prebbleton  
[approval@urbanestates.nz](mailto:approval@urbanestates.nz)

### **URBAN ESTATES**

Emma Sol, Urban Estates  
174 Hamptons Road, Prebbleton  
[emma@urbanestates.nz](mailto:emma@urbanestates.nz)  
021 512 955

### **BARRY CONNOR DESIGN**

Barry Connor, Barry Connor Design  
2 Cobham Street, Spreydon  
[barry@barryconnordesign.co.nz](mailto:barry@barryconnordesign.co.nz)  
021 203 5992

### **SELWYN DISTRICT COUNCIL**

Selwyn District Council  
2 Norman Kirk Drive, Rolleston  
[contactus@selwyn.govt.nz](mailto:contactus@selwyn.govt.nz)  
0800 735 996



# THE HAMPTONS

## THE OVERVIEW

### THE HAMPTONS

Welcome to The Hamptons subdivision in Prebbleton, where modern living meets the timeless essence of classic Canterbury with a contemporary flair. Explore bold forms and clean materials, meticulously crafted to create a sophisticated, environmentally conscious haven.

Our simple yet stylish palette sets the stage for a relaxed lifestyle, promoting creative freedom through clever design solutions. Join us in redefining Canterbury living with a touch of innovation and a commitment to a modern, sustainable future.

### PREBBLETON

Founded over 160 years ago, Prebbleton Village stands as one of the earliest settlements on the Canterbury plains. Established by the Prebble brothers, who initially farmed 20 hectares of fertile land for arable crops and dairy farming, the village took shape with the construction of a small store along what is now Springs Rd.

Situated a mere 15 minutes from Christchurch, Prebbleton has preserved its quaint village ambiance with tree-lined streets, historic landmarks, and a characteristic mix of low-density, low-rise housing.

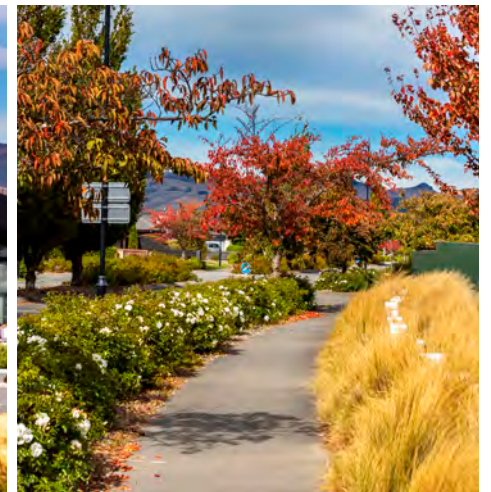
Surrounded by orchards, olive groves, racehorse stables, and thriving horticulture, the village also features residential developments offering a serene lifestyle within easy reach of the city.

Recent additions, including a retail development, have brought modern high-end boutique shopping and services to Prebbleton. The village boasts a supermarket and health facilities, promoting local shopping convenience for its residents.

A district-wide upgrade to the cycle network has enhanced connectivity, providing links between Prebbleton, Lincoln, and other Selwyn townships. This network also offers a secure and direct route to Christchurch city, catering to both commuters and recreation enthusiasts.

Supported by regular public transport services, Prebbleton Village is equipped with extensive sporting and community facilities. Its proximity to Lincoln University and Lincoln High School, coupled with its own primary school and early childhood centres, makes it ideal for young families.

Residents of Prebbleton share a strong sense of community, taking pride in their properties and communal facilities. The village and its surrounding neighbourhoods exude a relaxed atmosphere, providing a safe and accessible environment for families and retirees alike.



# THE HAMPTONS

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## THE PROCESS

### HAMPTONS DESIGN PANEL

The Hamptons Design Panel assesses all development proposals based on The Hamptons Design Guide. While many guidelines in this document are expressed in relative terms, their interpretation is at the discretion of The Hamptons Design Panel.

Certain guidelines, such as building height, roof, and exterior wall materials, are absolute design parameters. Any described improvements necessitate the submission of plans, specifications, and the associated application fee.

Owners must engage competent assistance from a qualified Designer and Landscape Designer. Before initiating the design process, owners should thoroughly review these design guidelines and any council planning requirements applicable to the development.

Upon securing final design approval from The Hamptons Design Panel, owners must obtain all relevant consents from the local territorial authority.

Prospective buyers should be aware of the need to comply with these in parallel with the design guidelines outlined in this document. This includes compliance with rules outlined in the Local Council District Plan, the Building Act, and other pertinent statutory documents.

### STAGES

#### PRELIMINARY APPROVAL

The 'Preliminary Approval' stage evaluates the initial concept design ensuring alignment with The Hamptons design vision, adherence to guidelines, and the overall aesthetic direction. It aims to confirm the proposed design's suitability for The Hamptons.

#### DETAILED APPROVAL

The 'Detailed Approval' stage provides a thorough assessment of the proposed design, offering a more detailed perspective. This phase requires the inclusion of any modifications made since the initial stage, clearly indicated on the submitted plans.

#### FINAL INSPECTION

The 'Final Inspection' stage consists of an on-site review, ensuring the constructed design and landscaping align with the approved 'Detailed Approval' documentation.



## THE APPROVALS

### FEES

The Design Approval Process incorporates fees covering Design Review Board expenses. The total fees specified below will be applied to the applicant upon receipt of the application. The commencement of the approval process by The Hamptons Design Panel (HDP) will follow payment of the invoice. Costs associated with The Hamptons Design Panel (HDP) are generally based on averages and pertain to single dwellings adhering to The Hamptons Design Guidelines.

Review and issue approval: \$500 +GST

To initiate the process, please utilize The Hamptons Design Approval Application Form, as detailed in the appendix.

### TIMEFRAME

The Hamptons Design Panel endeavours to adhere to the designated time schedule for the design review process, making every reasonable effort to do so. However, The Hamptons Design Panel will not be held liable for delays arising from circumstances beyond its control. The primary objective of The Hamptons Design Panel is to review applications and provide responses within a timeframe of 5 working days.

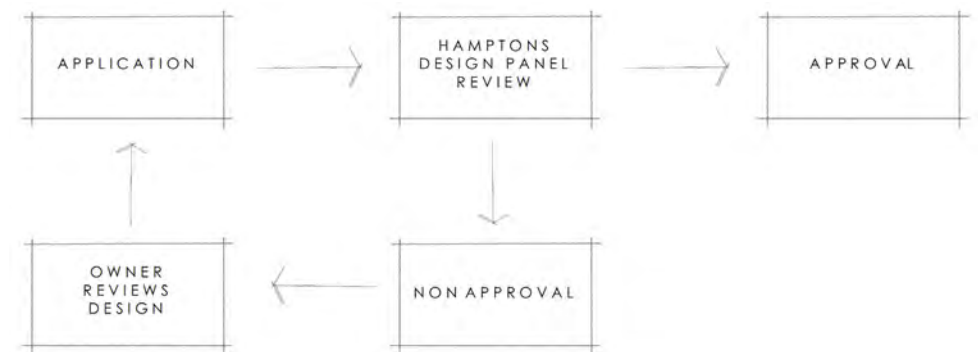
The Hamptons Design Panel reserves the right, at its discretion, to request additional documentation and/or information for the evaluation of any design approval application.

- Despite other provisions within these guidelines, The Hamptons Design Panel may agree to exemptions or departures at its sole discretion.
- The Hamptons Design Panel recognises the ongoing development of new materials, colours, textures, and tones. Therefore, it is open to considering materials and colours not presently listed in these Design Guidelines. Any proposed departures from the Design Guidelines must be clearly highlighted in the design approval application. Approval of such departures rests solely with the discretion of The Hamptons Design Panel.

- Hamptons Design Panel design approval is final and solely within the discretion of The Hamptons Design Panel. While The Hamptons Design Panel strives to promptly review all design approval applications, it does not accept liability for processing delays or obtaining design approval.
- Any incomplete design approval applications will be returned. Please ensure all applications are complete.
- Applications for design approval must be submitted to The Hamptons Design Panel using the following contact details:

The Hamptons Development C/O Urban Estates  
174 Hamptons Road, Prebbleton  
approvals@urbanestates.nz

### APPROVAL PROCESS



## T H E   A P P R O V A L S

All drawings provided must be A3 CAD plans, appropriately scaled to meet these criteria. Below are the requirements for each stage outlined in more detail.

### **PRELIMINARY APPROVAL**

The Preliminary Approval stage must include the following details:

- Overall Site Plan – The site plan should clearly illustrate the building location and footprint, exterior hard surfaces, driveway position, fencing, site coverage calculations, setback dimensions, and general levels or contour information;
- Floor plans of all buildings
- A full set of elevations, including all sides of the building with heights and dimensions. This shall include a preliminary description of exterior materials, finishes, and colours
- 3D perspective renders at conceptual quality as seen from the street at eye level or another appropriate angle and viewpoint
- Any non-complying matters shall be clearly annotated on plans

### **DETAILED APPROVAL**

The Detailed Approval stage must include the following:

- In accordance with The Hamptons' vision and strategy, The Hamptons Design Panel places particular emphasis on the interaction of building façade materials, colour, form, and front yard landscaping with the street and neighbouring properties.
- Preliminary Design Approval Submission Amendments: provide a detailed list of any changes to the house design, landscaping, cladding, etc. made since the preliminary design approval
- Overall Site Plan: clearly illustrate the building's location, driveway position, fencing, site coverage calculations, setback dimensions, general levels or contour information
- Floor Plans: provide floor plans for all buildings
- Full Set of Elevations: include all sides of the building with heights and dimensions. Provide the final full description of exterior materials, finishes, and colours
- Overall Landscape Plan: showcase patios, decks, outdoor areas, and the general landscape layout. This should include the design of front yards or yards adjoining reserves, indicating the location of fences, walls, trees, lawn, planting beds, and other landscape features, such as garden art or sculptures
- 3D Perspective Renders: present high-quality 3D perspective renders from the street at eye level or another appropriate angle and viewpoint
- Non-Complying Matters: clearly annotate any non-complying matters on the plans

## THE SITE

### SETBACKS

Front Yard	3m setback from road boundary for main dwelling and side access garage (door position 90 degrees to road).
Side Yard	1m
Rear Yard	1m
Garage	5m setback from road with street facing garage doors – see front yard setback for side accessed garage design.

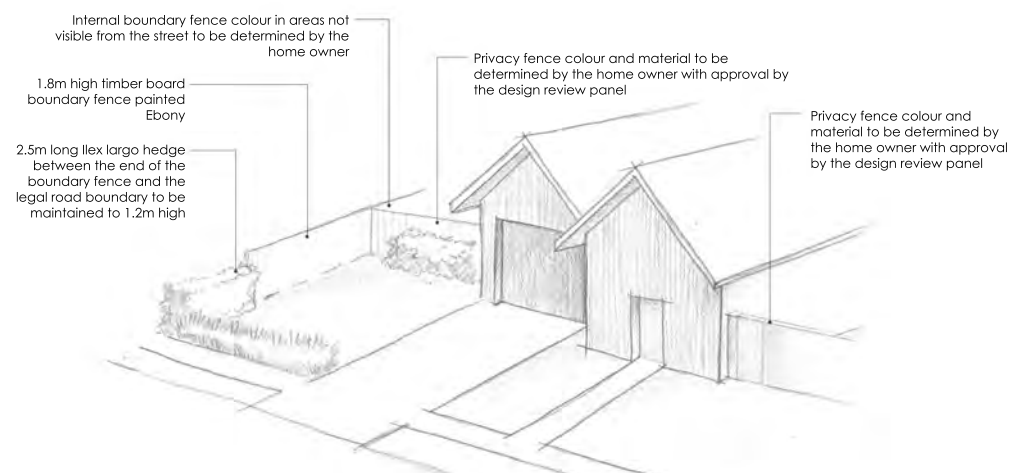
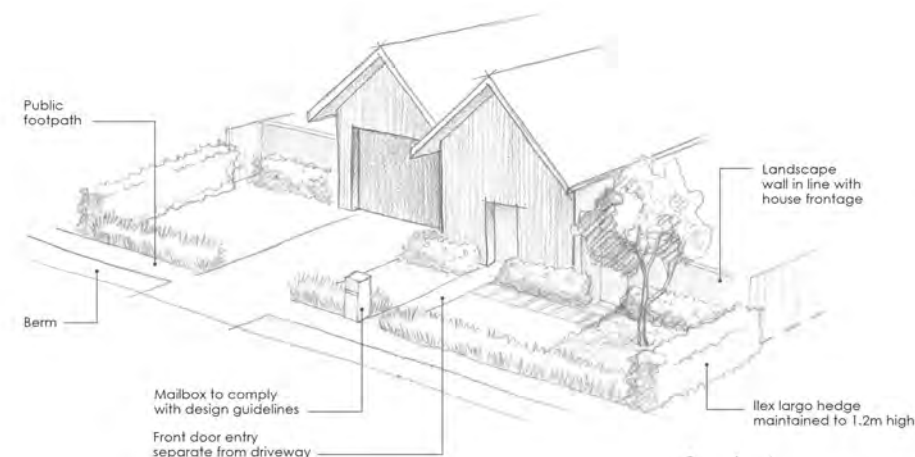
### MINIMUM FLOOR AREA

There is no stipulated minimum floor area requirement for all lots within The Hamptons development. Our objective is to promote excellent design, emphasising thoughtful consideration of materials, form, and balance. We firmly believe that mandating a minimum size does not necessarily align with fostering thoughtful design considerations. Site coverage compliance with the district plan or any other relevant aspects is still required.

### MAXIMUM HEIGHT

The maximum height allowed for all buildings, measured from natural ground level, is capped at 6m for all sites within The Hamptons subdivision. Exceptions to this regulation apply to comprehensive development lots.

Example of acceptable front yard layout



## THE SITE

### RECESSION PLANES

4m at 60 degrees (living medium density 1 zone)

Note: Not to road boundaries

### SITE COVERAGE

50% maximum (living medium density 1 zone)

### OUTDOOR LIVING SPACE

50% maximum (living medium density 1 zone)

### ROOF PITCH

- Monopitch (minimum pitch of 5° and maximum 15°)
- Gable roof form (minimum pitch of 25° and maximum of 40°)

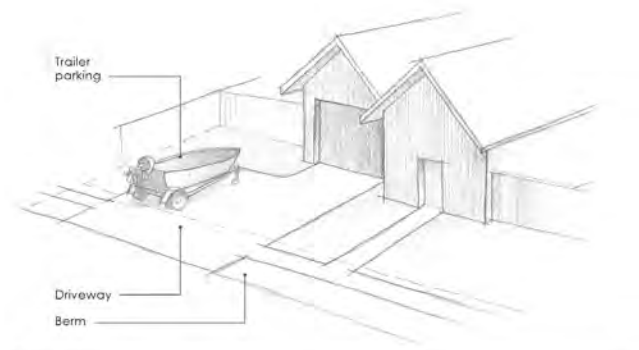
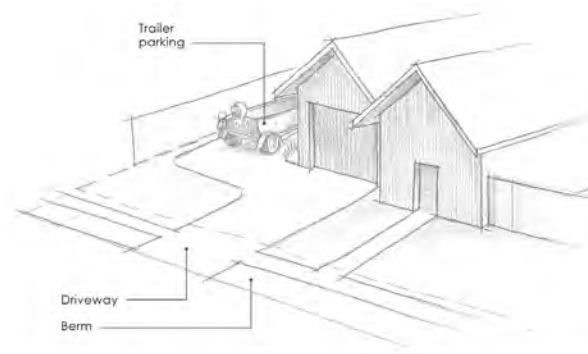
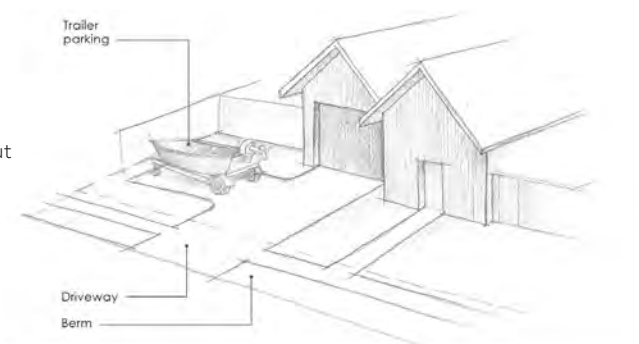
Flat roof connections are permitted between gabled forms, but shall not exceed 25% of the building footprint. For example, a 200m<sup>2</sup> dwelling is permitted to have no more than 50m<sup>2</sup> of the footprint as a 'flat roof'.

### SELWYN COUNCIL DISTRICT PLAN

All proposed designs also need to comply with the planning provisions set out in the Selwyn District plan. It is the owner's responsibility to ensure compliance with the district plan and any site-specific requirements.

[www.selwyn.govt.nz](http://www.selwyn.govt.nz)

Example of acceptable front yard layout



## T H E   D E S I G N

### GENERAL DESIGN REQUIREMENTS

The purpose of these architectural guidelines is to promote a variety of design solutions while achieving a cohesive and unified continuity that reflects;

- The distinctive character and stylistic aesthetics of The Hamptons
- Respect for the landscape and natural landforms
- Privacy between dwellings
- Consideration of the local climate
- Alignment with the characteristics, forms, and materials of the development, presenting the timeless essence of classic Canterbury with a contemporary flair

The guidelines aim to generate a high-quality, seamless urban outcome, steering clear of visual clutter and preserving the aesthetic character of The Hamptons:

- All buildings, including ancillary buildings, must be located within the approved setbacks (including Local Council rules)
- All colours and materials shall comply with the detailed supplied in this Design Guide. This includes all external items such as window joinery, doors, garage doors, soffits, service outlets, vents, chimney flues, etc.
- All dwellings, must have considered and satisfied Council guidelines and specifications in terms of shading, outlook, and building envelope design
- Garage doors should not be visually dominant along the street frontage. Garage doors should be colour matched to claddings to ensure the doors are recessive and do not stand out as a feature. Flush panel garage doors with cladding to match the surrounding walls are permitted
- No attic roof space glazing/openings to be visible from the street elevation
- No Raking Gable end glazing is permitted in scissor trussed roof areas
- No further subdivision is permitted at any time within The Hamptons Development

### FORM

We aim to promote well-conceived street facades that elevate the visual appeal along the street boundary and seamlessly blend with the surrounding environment. Street-facing elevations must integrate a distinctive architectural element to enhance the overall character of the neighbourhood. This uniqueness can be achieved through creative window treatments, thoughtful material choices, skilful carpentry, or the incorporation of exposed structural features.

Reference below examples for inspiration.



## THE MATERIALS

### WALL CLADDING

Our objective is to inspire well-designed street facades that enhance the visual appeal along the street perimeter and contribute to The Hamptons' overall aesthetic.

To ensure residences blend harmoniously with the natural surroundings and facilitate a seamless integration into the site, it is recommended to use materials that exhibit natural elements or subdued colours. We advise employing a limited number and variation in finishes to maintain a cohesive and understated aesthetic.

- Timber Weatherboard
- Vertical Board and Batten
- Bricks – modern style as per examples – bagged wash finish permitted
- Plaster
- Natural Stone/Schist Veneer
- Metal cladding – roll formed metal wall cladding – corrugated, trapezoidal, and tray profiles. Colours shall be limited to the following: Tidaldrift Matt, Sandstone Grey, Snowstone, Karaka, Slate, Ironsand, Thunder grey, Grey Friars, Ebony, Gull Grey, Windsor Grey. Other colour options may be considered but will be at the sole discretion of The Hamptons Design Panel
- Concrete: allowed in a smooth or textured finish, with the option to add pigment or oxide
- Concrete tile, decramastic tile, or similar roof materials are not permitted within The Hamptons development
- Stains and Paint colours should be selected from a range of greys, browns and lighter options rather than heavy, bold, and dark colours



- |   |   |
|---|---|
| 1 - Stone veneer with grout infill                          | 9 - Vertical tray profile cladding                        |
| 2 - Timber board and batten cladding                        | 10 - Vertical shiplap cladding with stain finish          |
| 3 - Horizontal timber weatherboards                         | 11 - Textured Plaster system with paint finish            |
| 4 - Vertical shiplap cladding with stain finish             | 12 - Bagged brick wash/plaster system over brick cladding |
| 5 - Rusticated Horizontal Timber cladding with stain finish | 13 - Sandstone grey metal cladding/roofing                |
| 6 - Vertical tray profile cladding                          | 14 - Bagged brick wash/plaster system over brick cladding |
| 7 - Grey textured brick with off white mortar               | 15 - Stone veneer with grout infill                       |
| 8 - Cloud Colorsteel metal cladding/roofing                 | 16 - Horizontal timber weatherboards                      |

## THE MATERIALS

### ROOF CLADDING

Roof materials shall be restricted to a maximum of two of the materials listed below:

- Metal cladding – Roll formed metal wall cladding – corrugated, trapezoidal, and tray profiles. Colours shall be limited to the following: Tidal drift Matt, Sandstone Grey, Snowstone, Karaka, Slate, Ironsand, Thunder grey, Grey Friars, Ebony, Gull Grey, Windsor Grey. Other colour options may be considered but will be at the sole discretion of The Hamptons Design Panel
- Profiled metal sheet
- Membrane roofing (for flat roof areas only, in dark grey or black) All external vents, outlets, skylight joinery, chimney flues & stays must be finished to match roof colour

Roof designs can be accommodated within 2 favoured styles; monopitch and gable roof forms. The requirements of each style are noted below:

- Mono pitch – minimum pitch of 5° and maximum 15°
- Gable roof form – minimum pitch of 25° and maximum of 40°

All downpipes and gutters are to be in a colour matching the roof. Copper downpipes and gutters are permitted only when used with 'Grey Friars' coloured iron or with a slate roof. PVC downpipes and gutters are not permitted.

All roof flashings, chimney stays, and penetrations shall be in a colour and material consistent with the roof. Penetrations are to be avoided where possible (i.e. vented out walls instead) and if used are to be mitigated by using custom-built caps to follow the roof pitch and located on the more hidden side of the roof.



- |   |   |
|---|---|
| 1 - Stone veneer with grout infill                          | 9 - Vertical tray profile cladding                        |
| 2 - Timber board and batten cladding                        | 10 - Vertical shiplap cladding with stain finish          |
| 3 - Horizontal timber weatherboards                         | 11 - Textured Plaster system with paint finish            |
| 4 - Vertical shiplap cladding with stain finish             | 12 - Bagged brick wash/plaster system over brick cladding |
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| 7 - Grey textured brick with off white mortar               | 15 - Stone veneer with grout infill                       |
| 8 - Cloud Colorsteel metal cladding/roofing                 | 16 - Horizontal timber weatherboards                      |

## THE FEATURES

### SITE UTILITIES AND EXTERIOR SERVICE AREAS

Electricity and gas meter boxes must be flush-mounted into walls, featuring suitable covers that consider the surrounding cladding. They should be strategically concealed from off-site views while maintaining easy accessibility for reading.

All service and utility areas, such as diesel tanks, storage depots, wheelie bin stores, clotheslines, play equipment, and kennels approved by the Urban Estates The Hamptons Design Panel, must be screened from view of neighbouring lots, access lots, parts of the golf course, or reserve areas. If not within the building platform, these may be situated within the zones indicated on the Neighbourhood Design Plan as 'no planting over 3m' and/or 'unrestricted planting and approved landscape structures.'

Encouragement is given for wheelie bin enclosures that are not within locked garages/dwellings, allowing the bin contractor to stow the bin without requiring access to a locked dwelling in case the owner is absent.

Key guidelines for utility areas:

- All utility areas should be situated within the side or rear yard and adequately screened from neighbours, road corridors, and public viewpoints, including open space reserves, streets, and footpaths
- Screening should complement the dwelling and landscape design, consistent with the materials, colour, and finish used
- Utilities encompass, but are not limited to:
  - Air conditioning units and heat pumps
  - External hot water devices & gas bottles
  - Rubbish and recycling bins or bag areas
  - Firewood
  - Satellite dishes and aerials

### SOLAR PANELS

We encourage the integration of solar panels in new homes to advance sustainable and resilient energy sources. We've established a preferred partnership with Sunshine Solar, who has curated an exclusive package tailored specifically for The Hamptons.

### SOLAR WATER HEATING (3KW)

Hot water is typically a large portion of your power bill, often accounting for just under 50% of it. If you're looking for a cost-effective solution, solar energy offers significant value for your investment. A great starting point is to add solar to your hot water cylinder.

**\$6,200 incl. GST installed.**

### SOLAR POWER (4.3KW)

10 x 430W, fully black, tier 1 solar panels that integrate well with your roof's design.

These panels not only enhance the aesthetics but also typically save you about \$1,285 annually and come with a 30-year warranty.

**\$10,399 incl. GST installed.**

### SOLAR POWER PLUS BATTERY (6.0KW AND 10KW OF BATTERY STORAGE)

Install 14 solar panels along with one to two days of battery storage. Utilizing Alpha Smile batteries, the most popular system in Australia for their extensive functionality compared to other battery systems. This setup not only offers an annual savings of approximately \$2,237 but also provides reliability during blackouts.

**\$19,495 incl. GST installed.**

### SUNSHINE SOLAR

[www.sunshinesolar.co.nz.co.nz](http://www.sunshinesolar.co.nz.co.nz)

0800 786 744

### STORMWATER COLLECTION

We highly recommend the installation of stormwater collection tanks for new homes. With longer and drier summers expected, water usage restrictions are increasingly probable. A stormwater tank efficiently captures ample water to meet the demands of a home garden or other non-potable water needs. Modern rectangular tanks can be discreetly installed behind a garage or in less conspicuous areas, providing a supplementary water source while potentially enhancing the architectural appeal of the property.

## T H E F E A T U R E S

### **STREET NUMBERS AND LETTERBOXES**

The design of mailboxes on individual lots falls under the discretion of The Hamptons Design Panel. Letterboxes must be formed from a standalone 'plinth' style form with cladding that integrates with the main cladding of the property. Letterboxes can be formed as part of a wall or landscape structure but must only have the mail slot visible. Post-mounted proprietary boxes are not permitted. The display of street numbers must be on flat steel plates measuring 200 x 180mm, coated in black powder, featuring white numbers or any other approved generic design. The lettering should be visually similar to the examples below.



### **LIGHTING**

All exterior lighting not fixed to a residential or accessory building shall be no more than 1.5m in height and directed downward. All exterior lighting which is mounted to the dwelling shall be of consistent material, colour and design to compliment the dwelling and landscape design.

Up lights and down lights which are fixed to a residential or accessory building are permitted, however, all exterior lighting shall be directed so as not to create light spill onto adjoining properties, or glare as to disturb neighbours.

### **BOATS / TRAILERS / CARAVANS**

Boats, trailers, and caravans are prohibited from parking or storage within reserves, open spaces, green corridors, road corridors, street parking bays, or road verges. They must be parked or stored exclusively within the confines of the respective lot.

### **SECURITY CAMERAS**

Security cameras are allowed, with a restriction of one camera along the street elevation (two cameras permitted for corner sites). These cameras should adhere to a small residential style system and must be discreetly positioned or attached to the building, avoiding any prominent or standout features along the street elevation.

## T H E   L A N D S C A P I N G

The Hamptons Design Panel places considerable emphasis on planting and landscaping as integral elements in shaping the overall character and appearance of The Hamptons. It is highly recommended to engage a professional Landscape Designer for the design of landscape works, with a solid understanding of the guidelines outlined in this document. The Hamptons Design Panel reserves the right to reject plans lacking professional presentation or failing to provide the necessary details required.

To facilitate plan development, the Landscape Designer should take note of the following;

- A landscape plan is a mandatory submission for approval, to be submitted with architectural plans
- The landscape plans must comprehensively depict all elements listed in the design approval process outlined in this document

### **LANDSCAPE DESIGN**

The Hamptons Design Panel recommends that all lot owners collaborate with a qualified Landscape Designer to prepare the necessary landscape design documentation. We have reached out to a select group of local Landscape Designers who can offer this service, and their details are provided on the opposite page.

While it is not a specific requirement to engage a Landscape Designer, it is anticipated that a professional landscape plan will be submitted in CAD format. This ensures a clear and accurate assessment of the proposed design by The Hamptons Design Panel.



## T H E L A N D S C A P I N G

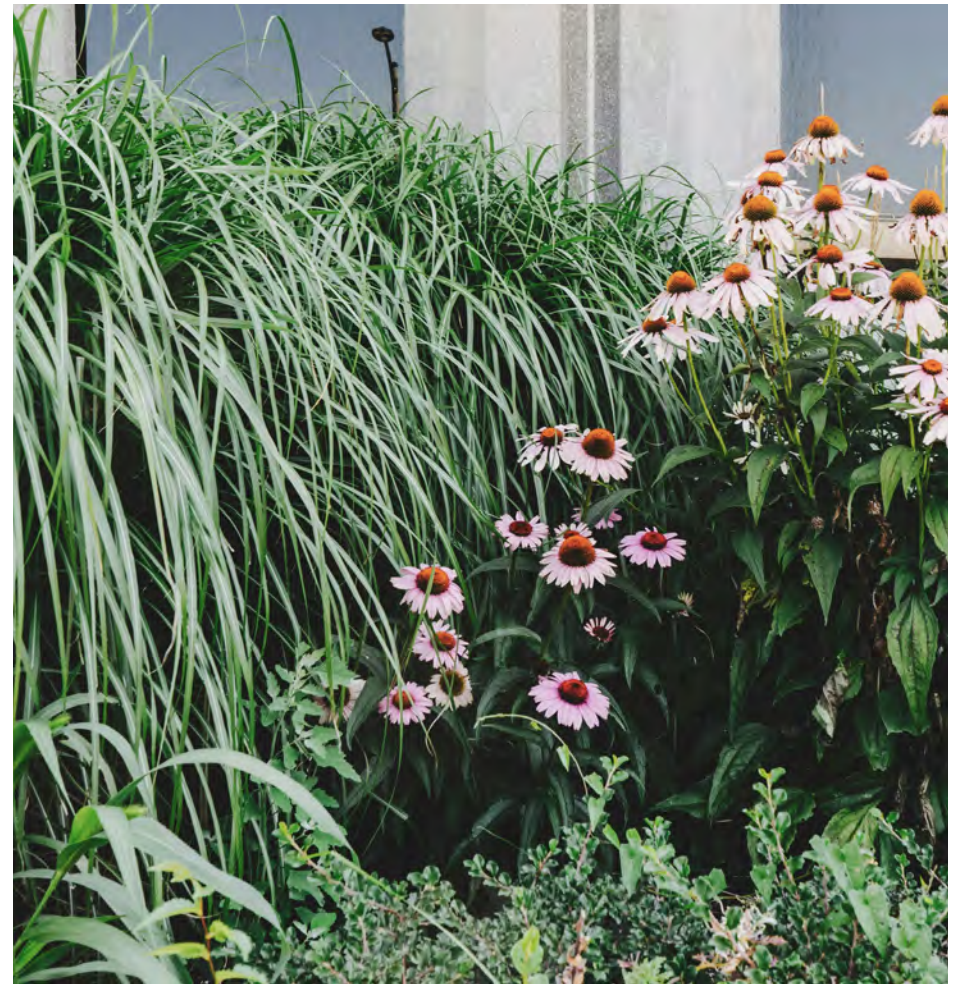
### SCULPTURES AND GARDEN ART

The Hamptons Design Panel holds authority over all garden art and sculptures, considering factors such as size, finish, form, and color to ensure appropriateness within The Hamptons setting. Approval from the Hamptons Design Panel is required for sculptures or artworks located in the front yard or visible from the street elevation. Sculptures featuring highly reflective materials, bright primary colors, culturally offensive shapes or references, or visible kinetic elements from off-site views are deemed unsuitable for The Hamptons. In cases where sculptures are prominently visible from neighboring properties, the Hamptons Design Panel may consult with or seek approval from affected neighbors, with the final decision resting entirely with the panel.

### FENCING / SCREENING / GATES

Fencing is allowed, with construction materials limited to timber, aluminium, or pre-painted steel, and the colours should align with the roofing tones specified earlier in this design guide.

The approved fencing styles and their locations must be clearly indicated on the approval plans. Fencing that deviates from the overall Hamptons Design Guide and its intended aesthetic will not be permitted.



## THE LANDSCAPING

### RECOMMENDED LANDSCAPE DESIGNERS

#### OUTLINE SPACES

[www.outlinespaces.co.nz](http://www.outlinespaces.co.nz)

03 337 9950

CONSULTATION	STARTER	STANDARD	PREMIUM	ELITE	SELECT
<ul style="list-style-type: none"> <li>• Online client survey</li> <li>• Discuss ideas on site</li> <li>• Travel (within Chch)</li> <li>• Written report</li> <li>• Perfect for a gift</li> </ul>	<ul style="list-style-type: none"> <li>• Online client survey</li> <li>• In studio or phone consultation</li> <li>• &lt;600m2 new flat section</li> <li>• Hard landscaping 2D</li> <li>• Presentation in studio or online</li> </ul>	<ul style="list-style-type: none"> <li>• Online client survey</li> <li>• On site consultation</li> <li>• &lt;600m2 new flat section</li> <li>• Site measure</li> <li>• Hard landscaping 2D</li> <li>• Reference image/ideas</li> <li>• Presentation in studio or online</li> </ul>	<ul style="list-style-type: none"> <li>• Online client survey</li> <li>• On site consultation</li> <li>• &lt;850m2 new flat section</li> <li>• Site measure</li> <li>• Hard landscaping 2D</li> <li>• 3D basic CAD images</li> <li>• Reference image/ideas</li> <li>• Presentation in studio, on site or online</li> </ul>	<ul style="list-style-type: none"> <li>• Online client survey</li> <li>• On site consultation</li> <li>• &lt;850m2 new flat section</li> <li>• Site measure</li> <li>• Hard landscaping 2D</li> <li>• 3D rendered images</li> <li>• Reference image/ideas</li> <li>• Presentation in studio, on site or online</li> </ul>	<ul style="list-style-type: none"> <li>• Tailored package</li> <li>• Additional services</li> <li>• Properties over 850m2</li> <li>• Hill sites</li> <li>• Commercial/civil</li> <li>• Construction drawings</li> <li>• Planting plans</li> <li>• New pools</li> <li>• Consenting</li> <li>• 3D model your existing landscape plan</li> </ul>
<b>\$400</b> (incl GST)	from <b>\$1100</b> (incl GST)	from <b>\$2400</b> (incl GST)	from <b>\$3600</b> (incl GST)	from <b>\$4400</b> (incl GST)	<b>\$POA</b>

## THE LANDSCAPING

### RECOMMENDED LANDSCAPE DESIGNERS

#### TEXTURE PLANTS

[www.textureplants.co.nz](http://www.textureplants.co.nz)

03 349 7296

#### INITIAL MEETING

Texture Plants will use this initial meeting to understand what you are wanting to achieve and offer their initial design ideas. They will show you sample plans so you know what to expect and how much it will cost.

They have two options to consider:

- Initial meeting in the design office – no charge
- On site meeting – \$350 (fee waived if design fee is accepted)

**\$350** (incl GST)

#### CONCEPT DEVELOPMENT

Upon acceptance, Texture Plants will take you through their comprehensive concept plan development stage incorporating ideas formulated in your design brief. This is an exciting process that includes your feedback and preferences. This stage includes;

- Concept design,
- Free set of changes
- Nursery walk
- Planting plan and schedule.
- Specifications and product documentation relating to the design

In addition to the design package, you will receive a 10% discount on all plants at the Texture Plants Garden Centre.

from **\$1100–\$POA** (incl GST)

#### CONCEPT DEVELOPMENT

Once the concept has been consolidated, Texture Plants will discuss whether they need to go to a detailed development phase. They may recommend this component for detailing any bespoke landscape features for pricing and construction purposes. This could include Lighting and/or Irrigation plans if required.

**\$POA**

#### CONCEPT PRICING AND IMPLEMENTATION

At this stage, Texture Plants refine the detail for implementation, including recommending a preferred contractor. They will supply you with a comprehensive quote, including all the details for planting and associated landscape features.

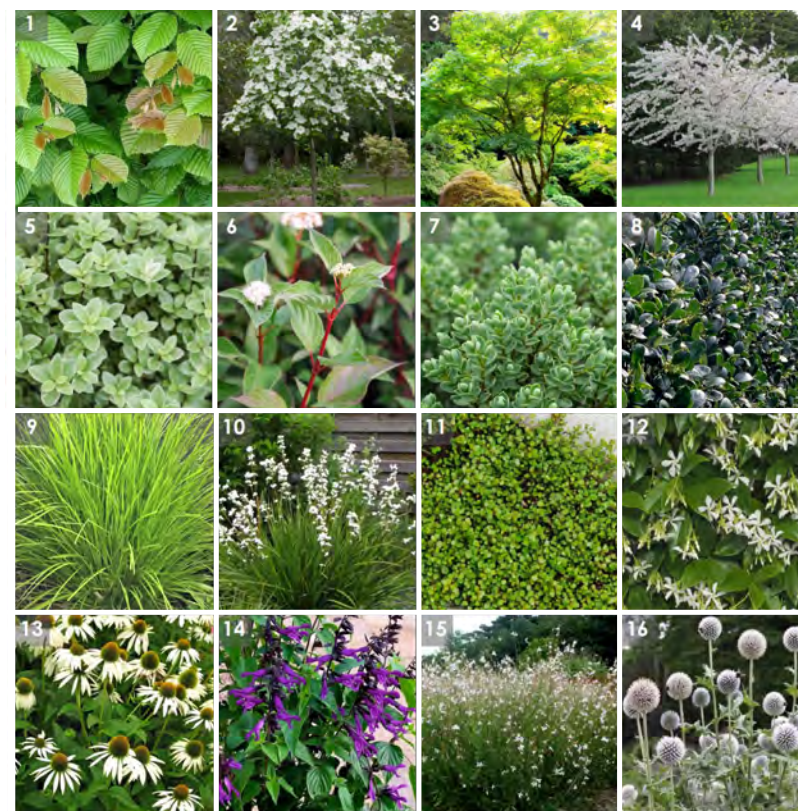
**\$POA**

## THE PLANTING

The objective of the planting controls is to create a consistent approach to planting that produces a cohesive finish across the neighbourhood that is in line with a modern, relaxed country estate aesthetic. The design guidelines encourage the use of a planting palette that includes plants that thrive in the local climate, create good evergreen structure, exhibit good seasonal colour and already form part of the established Hamptons planting palette. Lush, native leafy evergreen planting supplemented by exotic herbaceous plants and deciduous shrubs and trees is encouraged.

### GUIDELINES

- Lawn areas are encouraged in all yard spaces. The planting of trees, grasses and shrubs are necessary to align with The Hamptons vision and strategy.
- Evergreen plants must form the basis of the landscape design to provide year-round structure to the outdoor spaces.
- Deciduous and perennial species are encouraged to provide seasonal colour and interest.
- While the style of the front yards can vary, classic and formal elements such as low evergreen hedges, herbaceous borders and single-species rows of planting are encouraged.
- A refined mix of exotic and native species are encouraged provide visual interest through texture, colour and seasonal change.
- Deciduous trees and large shrubs will provide colour and texture changes throughout the seasons are encouraged.
- Clipped hedging is encouraged as a means of demarcating private areas and spaces. Preferred hedge species are Buxus, Lonicera, and Ilex Largo.
- Front and back yard planting is highly encouraged. Front yard and back yard planting must be selected from the planting list in this document.



9 - Green Lomandra/Lomandra 'Lime Tuff'  
 10 - Chilean iris/Libertia formosa  
 11 - Creeping wire vine/Muehlenbeckia axillaris  
 12 - Star jasmine/Trachelospermum jasminoides  
 13 - Echinacea 'White Swan'  
 14 - Sage/Salvia amstelredamensis  
 15 - Whirling Butterflies/Gaura lindheimeri  
 16 - Globe Thistle/Echinops sphaerocephalus

1 - European Hornbeam/Carpinus betulus  
 2 - Dogwood/Comus spp  
 3 - Japanese maple/Acer japonica  
 4 - Flowering cherry/Prunus spp  
 5 - Dwarf Pittosporum/Pittosporum golfball  
 6 - Siberian Dogwood/Cornus alba 'Sibirica'  
 7 - Hebe/Hebe topiara  
 8 - Ilex largo/Ilex holly

## THE PLANTING

### GUIDELINES CONTINUED

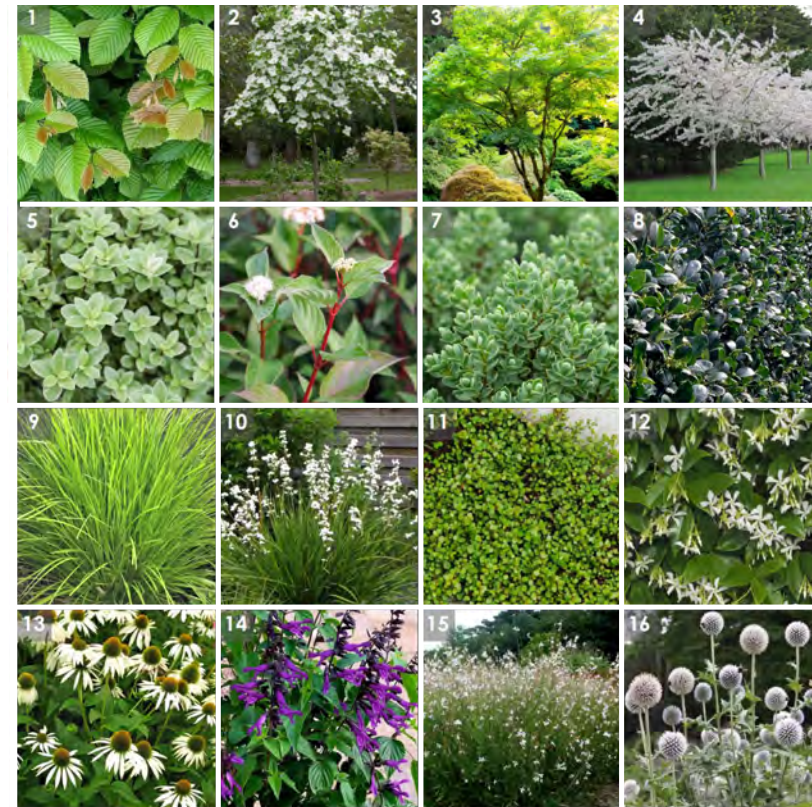
- Plant species that are not listed but are aligned with The Hamptons Vision and Strategy may be considered and are at the sole discretion of HDP.
- In general the use of conifers, predominant use of flaxes, tussocks and variegated evergreen species is not encouraged and is not considered to be an appropriate part of The Hamptons character.
- Vegetable gardens are encouraged however they must not be visible from the street or from the neighbouring properties. Vegetable gardens are not permitted in the front yards.
- Brightly-coloured beds of annual plants with visible areas of bare soil should be avoided.
- A proliferation of small outdoor pots in front yards should be avoided.

### IRRIGATION

The installation of reticulated and electrically controlled irrigation systems is strongly encouraged. A professionally designed and visually concealed irrigation system is encouraged to avoid water wastage and ensure a tidy appearance across private outdoor spaces, especially front yards.

### TREE RELOCATION

If any street landscaping aspects supplied as part of the development need to be relocated or revised due to driveway portion then a fee of \$600+ GST will be charged.



9 - Green Lomandra/Lomandra 'Lime Tuff'  
 10 - Chilean iris/Libertia formosa  
 11 - Creeping wire vine/Muehlenbeckia axillaris  
 12 - Star jasmine/Trachelospermum jasminoides  
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 6 - Siberian Dogwood/Cornus alba 'Sibirica'  
 7 - Hebe/Hebe topiara  
 8 - Ilex large/largo holly

## THE APPLICATION

### **PRELIMINARY APPLICATION 26**

Application for the preliminary  
concept design approval

### **DETAILED APPLICATION 27**

Application for the detailed/  
developed design approval



This document must be completed by the applicant in full. If the appropriate information is not supplied the application will be returned.

CONTACT	Owner 1 Details
FIRST NAME	
SURNAME	
EMAIL	
MOBILE	
PHONE	
PREFERRED CONTACT	

CONTACT	Owner 2 Details
FIRST NAME	
SURNAME	
EMAIL	
MOBILE	
PHONE	
PREFERRED CONTACT	

POSTAL ADDRESS	Postal Address for Communication
POST CODE	

SITE DETAILS	
LOT #	
LOT SIZE	
STAGE	

DESIGN APPROVAL CONTACT	Please tick
DESIGNER/ARCHITECT	
OWNER	
AGENT	
OTHER	

AGENT	Agent's Details and Contact Information
NAME	
PHONE	
WEBSITE	
EMAIL	

ARCHITECT /DESIGNER	Designer's Details and Contact Information
NAME	
PHONE	
WEBSITE	
EMAIL	

DESIGN DETAILS	Include all Relevant Documents
FLOOR SIZE	
ROOF DESIGN	MONOPITCH GABLE
ROOF PITCH	
ROOF CLADDING 1	
ROOF CLADDING 2	
GARAGE DOOR CLADDING	
EXTERIOR CLADDING 1	
EXTERIOR CLADDING 2	
WINDOW JOINERY COLOUR	
FRONT DOOR DESIGN	

DOCUMENTS	Include all Relevant Documents
APPLICATION FORM	
SITE PLAN	
FLOOR PLAN	
ELEVATIONS	
MATERIALS NOTED	
PERSPECTIVE RENDERERS	
NON-COMPLIANCES	

OWNERS DECLARATION
I/we confirm that I have checked this application and that it is complete and an accurate reflection of our plans. I/we confirm that I/we will pay all charges in respect of this application, charges will be deducted from the WPD bond and if this bond is insufficient I/we agree to pay the additional charges. The architect and landscape architect named above are authorised by me to submit work on my behalf to HDP for consideration.
Any agent noted above is authorised to act for the property's owner.

OWNERS SIGNATURE	
DATE	

APPROVAL					
	HDP confirm that this application has been checked and verified as complying with the Hamptons design guidelines and the satisfaction fo the Hamptons Design Panel (HDP).	APPROVED SIGNATURE		DATE	
		APPROVED BY		AUTHORISATION NUMBER	

This document must be completed by the applicant in full. If the appropriate information is not supplied the application will be returned.

CONTACT		Owner 1 Details	
FIRST NAME			
SURNAME			
EMAIL			
MOBILE			
PHONE			
PREFERRED CONTACT			

CONTACT		Owner 2 Details	
FIRST NAME			
SURNAME			
EMAIL			
MOBILE			
PHONE			
PREFERRED CONTACT			

POSTAL ADDRESS		Postal Address for Communication	
POST CODE			

SITE DETAILS	
LOT #	
LOT SIZE	
STAGE	

DESIGN APPROVAL CONTACT		Please tick
DESIGNER/ARCHITECT		
OWNER		
AGENT		
OTHER		

AGENT		Agent's Details and Contact Information	
NAME			
PHONE			
WEBSITE			
EMAIL			

ARCHITECT / DESIGNER		Designer's Details and Contact Information	
NAME			
PHONE			
WEBSITE			
EMAIL			

DESIGN DETAILS		Include all Relevant Documents	
FLOOR SIZE			
ROOF DESIGN	MONOPITCH	GABLE	
ROOF PITCH			
ROOF CLADDING 1			
ROOF CLADDING 2			
GARAGE DOOR CLADDING			
EXTERIOR CLADDING 1			
EXTERIOR CLADDING 2			
WINDOW JOINERY COLOUR			
FRONT DOOR DESIGN			
LETTERBOX MATERIAL / COLOUR			

DOCUMENTS		Include all Relevant Documents	
APPLICATION FORM			
SITE PLAN			
FLOOR PLAN			
ELEVATIONS			
LANDSCAPE PLAN			
LETTERBOX DESIGN			
FENCING DESIGN			
MATERIALS NOTED			
PERSPECTIVE RENDERS			
NON-COMPLIANCES			

OWNERS DECLARATION	
	I/we confirm that I have checked this application and that it is complete and an accurate reflection of our plans. I/we confirm that I/we will pay all charges in respect of this application, charges will be deducted from the WPD bond and if this bond is insufficient I/ we agree to pay the additional charges. The architect and landscape architect named above are authorised by me to submit work on my behalf to HDP for consideration.
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OWNERS SIGNATURE	
DATE	

APPROVAL					
	HDP confirm that this application has been checked and verified as complying with the Hamptons design guidelines and the satisfaction fo the Hamptons Design Panel (HDP).	APPROVED SIGNATURE		DATE	
		APPROVED BY		AUTHORISATION NUMBER	

## T H E A P P E N D I X

### PLANT PALETTE

#### SMALL TREES

Dogwood – Cornusspp.  
Japanese Maples – Acerjaponicum  
European Hornbeam – Carpinusbetulus  
Dogwood – Cornusspp  
Crabapple – Malusspp  
Flowering Cherry – Prunusspp

#### SHRUBS

Siberian Dogwood – Cornussiberica  
Mexican Orange Blossom – Choysya 'aztecpearl'  
Pittosporumtenifolium 'golfball'  
Lomandra 'limetuff'  
Hebe – Hebespp.

#### GROUND COVERS AND CLIMBERS

Panakenake – Pratiaangulata  
Star Jasmine – Trachelospermumjasminoides  
Creeping Wire Vine – Muehlenbeckiaaxillaris  
Sand Coprosma – Coprosmakirkii

### PERENNIALS AND FLOWERING PLANTS

Sage – Salviaspp  
GlobeThistle – Echinopssphaerocephalus  
Russian Sage – Perovskiaatriplicifolia  
Whirling Butterflies – Gauralindhemerii  
White Liriope – Liriopemuscar 'Monroe White'  
Chilean Iris – LibertiaFormosa  
Coneflower – Echinaceaspp.  
Lavender – Lavandulaspp.  
Roses – Rosaspp.  
Rengarenga – Arthropodiumcirratum  
Winter Rose – Helleborusorientalis  
Hydrangea – Hydrangeaspp.  
Daphne – Daphneodora  
Miniature Toe Toe – Chionochloaflavicans  
Turutu – Dianellanigra  
Penstemon – Penstemonspp

#### HEDGES

Hornbeam – Carpinusbetulus  
Largo Holly – Ilexlargo  
Box Honeysuckle – Loniceranitida  
English Box – Buxussempervirens  
Broadleaf – Griselinialittoralis 'Broadway Mint'



LAND COVENANT

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THE HAMPTONS

## **Restrictive Covenants – The Hamptons**

### **1. Purpose**

- 1.1 The intention of these Covenants is to establish and maintain an attractive, well designed and high quality residential development while providing for appropriate flexibility in the design and architecture of the Houses and other structures to allow for individual creativity within the Development.
- 1.2 These Covenants will expire on the date which is twenty years from the date of registration of these Covenants.
- 1.3 Where there is at any time more than one Owner of a Lot, these Covenants will be binding upon each and every Owner jointly and severally.

### **2. Definitions**

- 2.1 In these Covenants, the following terms have the corresponding meanings provided below:

- 2.1.1 Headings are for ease of reference only and do not form part of any covenant nor affect the meaning of any covenant.

- 2.1.2 Words importing the singular include the plural and vice versa.

“Benefitting Lots” means the Lots which receive the benefit of these Covenants as set out in Schedule A;

“Building” comprises a Building as defined by the Building Act 2004 (or latest version) and includes a House;

“Council” means the Selwyn District Council;

“Covenants” means the covenants contained within this document;

“Design Guide” means the Design Guide to be followed in constructing Houses and associated works prepared by or on behalf of the Developer as updated from time to time;

“Developer” means Urban Estates No. 20 Limited (NZBN: 9429048545907) and any successor party, organisation or entity nominated by it to deal with applications required for approvals by the Owner under any of these Covenants;

“Development”	means the development known as the Hamptons being carried out 174 Hamptons Road, Prebbleton and nearby properties owned by the Developer including but not limited to residential subdivision (low, medium and high density), school or aged care development, the existing and future recreational facilities, Houses, open spaces, walkways, car parking and all other associated infrastructure of which the Lot forms part;
“District Plan”	means the District Plan issued by the Council, as amended from time to time.
“High Density Sections”	means the Lots created from the subdivision of Lot 62 as Stage 5 of the Development.
“Duplex Sections”	means Lots 5, 18, 45, 51 and 54.
“House”	means any residential dwelling house or Building, or part of a residential house or Building, which is intended to be used as a separate residence;
“Lodge any Submission”	means directly or indirectly, lodge or support in any way any objection or submission to any Planning Proposal and includes (without limitation) taking part in any planning hearing, or appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise;
“Lot”	means any Lot that is subject to these Covenants;
“Owner”	means any registered owner of any Lot;
“Planning Proposal”	means includes (without limitation) any application for resource consent and/or plan change and/or variation of any nature under the relevant District Plan and/or proposed District Plan in respect of, or which affects the Development;
“Property”	means a Lot together with any House and Buildings situated on the Lot, and; <p>(a) unless the context otherwise requires, includes any part of such House which is subject to a party wall easement and all Buildings (if any) situated on such Lot; and</p>

- (b) in relation to any proprietor or occupier means the property owned or occupied by that proprietor or occupier (as the case may be);

“Show Home” means a House built on any Lot by a builder or a building company in accordance with these Covenants which is furnished and decorated for the purpose of being available for public inspection;

"Survey Plan" means any survey plan relating to future subdivision of DP 366875 (should the Development be carried out in stages).

### **3. Building Covenants**

#### **Developer Approval**

#### **3.1 Owners will obtain the written approval of the Developer as follows:**

- 3.1.1 preliminary approval;
- 3.1.2 detailed approval prior to submitting House plans and building consent applications to the Council (or other relevant territorial authority) for any necessary approvals; and
- 3.1.3 detailed approval prior to starting construction of any Building, structure, landscaping or improvement, on the Lot, of:
  - 3.1.3.1 the site plan (including the location of the House on the Lot) showing proposed access from the street or right of way;
  - 3.1.3.2 floor plan of the interior of the House (with dimensions and elevations);
  - 3.1.3.3 specifications of the exterior cladding and finishes to be used complying with the Design Guide and these Covenants;
  - 3.1.3.4 a landscaping plan for the Lot complying with the Design Guide and these Covenants;
  - 3.1.3.5 proposed fencing for the Lot, including details of the staining, painting or other finishing that is proposed for the fencing complying with the Design Guide;
  - 3.1.3.6 and anything else specified in the Design Guide and these Covenants.

- 3.2 Owners agree to comply with the Design Guide in place from time to time prepared by or on behalf of the Developer which apply to their Lot including the approval process and payment of fees set out in the Design Guide. In the event of any conflict between these Covenants and the Design Guide, the Design Guide will prevail.
- 3.3 The Developer will be entitled to serve an injunction notice on the Owner to stop all work if the Owner starts any construction work without first having obtained the approval of the Developer under clause 3.1.
- 3.4 The Developer's right to grant or decline any request for approval under these Covenants is an unfettered right and does not allow any person to challenge for any reason the giving or the declining of any such approval. For the avoidance of doubt, no person will have any such claim against the Developer in respect of any decision that the Developer, or their assignee or delegate makes in respect to any approvals sought.
- 3.5 Any approval under this clause will be deemed to have been provided by the Developer where any House or other Building has been constructed on the Lot and occupied for a period of two years or more without the Developer objecting to the same and providing notice of that objection to the Owner.
- 3.6 The Developer and its designated representative(s) and/or builders, as approved by the Developer, may use residential Buildings as model homes, Show Homes or offices, provided such use is to further the primary purpose of construction and sale of Lots and Houses within the Development.

#### **Construction and development**

- 3.7 No Lot (except Duplex Sections) may be further subdivided, unless previously agreed in writing by the Developer.
- 3.8 No more than one House may be constructed on each Lot (except Duplex Sections), unless previously agreed in writing by the Developer.
- 3.9 The Duplex Sections may be further subdivided into two Lots, and one Houses constructed on each of the subsequent Lots on terms and conditions determined by the Developer including an additional payment for services if the Developer agrees to provide them. This clause 3.9 will only apply to Duplex Sections.
- 3.10 With the exception of the High Density Lots, no Owner will erect or permit to be erected or placed on any Lot any House greater than one storey.
- 3.11 No House or Building on any Lot may be occupied as a residence until:

- 3.11.1 the House is completed in accordance with these Covenants and the Design Guide (including completion of driveways, paths and external fencing); and
- 3.11.2 a Code Compliance Certificate has been issued by the Council,
- on the basis that within 60 days of occupation all landscaping visible from the road boundary frontage and seeding of lawns will be completed in full, unless otherwise agreed in writing with the Developer.
- 3.12 No Owner will occupy or permit to be occupied any temporary structure(s), caravans and/or vehicles placed on the Lot.
- 3.13 No re-locatable Houses may be brought onto any Lot, nor any other previously used House be transported or re-located on any Lot.
- 3.14 All Houses must be constructed on-site from new materials unless previously agreed in writing by the Developer.
- 3.15 All Buildings, including ancillary Buildings must not extend beyond a height limit of 6 metres above the finished ground level of the subdivision, to the highest point of the roof. Chimneys and flues may extend up to 1.0 metre above the specified height limit, unless otherwise agreed in writing with the Developer.
- 3.16 All Houses (except those built on Duplex Sections) must include a double garage, unless otherwise agreed in writing with the Developer.
- 3.17 No House will be used as a Show Home unless the Owner has obtained the written approval of the Developer. The Developer will have sole discretion over the number of Houses in the Development to be used for Show Home purposes.
- 3.18 All Houses, garages or other Buildings must comply with the setback requirements set out in the Design Guide, unless otherwise agreed in writing with the Developer.
- 3.19 The Owner (and its contractors) will reinstate, replace and be responsible for all costs arising from damage to the landscaping, roads, footpaths, kerbing, berms, concrete or other structures arising directly or indirectly from any access or use of their Lot or Property.
- 3.20 The Owner will 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 Development or being in breach of these Covenants or the Design Guide.

## **Materials and Cladding**

- 3.21 All colours, materials and cladding must comply with the Design Guide.
- 3.22 Any fire flues present as part of any House must match the House's roof colour and comply with the Design Guide.
- 3.23 Any roof pitch for a Houses and ancillary Buildings on any Lot must comply with the Design Guide and the planning provisions of the Council.
- 3.24 All garage doors on any Lot must be in accordance with the requirements set out in the Design Guide.
- 3.25 Wall cladding for all Houses on any Lot must be in accordance with the Design Guide.
- 3.26 Roofing material for all Houses on any Lot must be in accordance with the Design Guide.
- 3.27 Any downpipes and gutters present as part of any House must match the House's roof colour. There must be no plastic downpipes or guttering present on a House.

## **Construction Time**

- 3.28 Any Construction of the Buildings on the Lot must start within 2 years from the date the Owner becomes the registered proprietor of any Lot.
- 3.29 Construction of the House on any Lot must be completed within 12 months of construction of the House starting.
- 3.30 During construction of the House, all sites must be kept tidy and have full perimeter fencing in place at all times. The perimeter fencing must be in place before construction starts. Temporary toilets and rubbish skips must be well secured and contained.

## **4. Fencing**

- 4.1 An Owner must not erect or permit to be erected on the Lot any fence or boundary wall (or replacement) on the internal boundaries (being boundaries not fronting a road or right of way) of a height greater than 1.8m above the finished ground level or of materials other than new timber/colour steel panels.
- 4.2 All internal boundary fences will:
  - 4.2.1 unless already constructed by the Developer, be constructed by the Owner in a form set out in the Design Guide, or such other form as agreed in writing by the Developer;
  - 4.2.2 be stained, painted or finished in the manner approved by the Developer within two (2) months of the date that is the earlier of:

- 4.2.2.1 a Code Compliance Certificate is issued by the Council for the House on the Lot:
    - 4.2.2.2 the House is occupied.
- 4.3 All fences fronting a road or right of way or shared access or a reserve will:
  - 4.3.1 be constructed by the Owner in the form approved by the Developer;
  - 4.3.2 be stained, painted or finished in the manner approved by the Developer within two (2) months of the date that is the earlier of:
    - 4.3.2.1 a Code Compliance Certificate is issued by the Council for the House on the Lot; or
    - 4.3.2.2 the House is occupied.
  - 4.3.3 where the boundary is shared with a reserve of walkway fencing be limited to a single fence erected within 5 metres of any Council reserve that is at least 50% visually transparent where it exceeds 1.2 metres in height (which will be applied to the whole fence in its entirety).
- 4.4 An Owner will not ask the Developer to pay for or contribute towards the expense of construction or maintenance of any fence between the Lot and any adjoining land of the Developer provided however that this obligation will not enure for the benefit of any subsequent owner of the adjoining land.
- 4.5 Despite anything else in these Covenants all fences on the Lot must comply with Council bylaws. Where these Covenants or the Design Guide conflict with any Council bylaw and/or consent notice registered on the record of title to the Lot, the Council bylaw and/or the consent notice will prevail.
- 4.6 The Owner must not remove or relocate from the Lot any fence, tree or shrub constructed or installed by the Developer that is within 3 metres of the road ("Landscape Area") without the prior written consent of the Developer.
- 4.7 If any planting within the Landscape Area becomes diseased, damaged or dies, the Owner will be responsible for replacing the planting at their cost. Any planting within the Landscape Area must comply with the planting controls in the Design Guide.
- 4.8 The Owner will be bound by a Fencing Covenant within the meaning of Section 2 of the Fencing Act 1978.

## **5. Other Buildings and Structures**

### **5.1 One garden shed is permitted on the Lot, provided it is:**

5.1.1 not visible from the road;

5.1.2 constructed from new materials and appropriately painted or prefinished, or if it is a factory built shed it is of a colour that will complement the House; and

5.1.3 2.4 metres or less in height, and 10m<sup>2</sup> or less in an area such that it complies with the requirements of an “example building” in Schedule 1 of the Building Act 2004.

### **5.2 Electricity and gas meter boxes on the Lot must be located away from any road and flush mounted into the wall of the House and have a suitable cover keeping with the cladding of the House.**

### **5.3 In accordance with the Design Guide, all service and utility areas, storage depots, refuse and recycling bin stores, clotheslines, play equipment, kennels approved by the Developer on the Lot, must be appropriately screened from view of neighbouring Lots, access Lots, the road and parts of any recreational and reserve areas.**

### **5.4 No inflammable, explosive or noxious materials are to be stored or used on any Lot or in any Building. The Owner must not allow any offensive activity to be conducted or permitted to exist upon any Lot, or in any Building, nor will anything be done or permitted to exist on any Lot, or in any Building that may be or may become an annoyance or private or public nuisance. An annoyance or private or public nuisance includes loud sounds or noises or offensive smells.**

### **5.5 The Owner must not use or permit the use of the Property for institutional residential purposes or as a hostel, lodge, boarding house or brothel. For the purposes of this clause “institutional residential purposes” includes but is not limited to the use of the Property for housing purposes by central or local government agencies or public or private health centre agencies, public or private care providers or public or private educational provider.**

### **5.6 No Lot is to be sold, leased, transferred, assigned or otherwise disposed of to any Governmental agency or territorial authority for the purposes of public or institutional housing without the prior written approval of the Developer.**

## **6. Driveways and Parking**

### **6.1 All vehicle crossings and driveways must be in accordance with Council bylaws and be first approved by the Developer in writing. All Lots must have a driveway that is constructed as a permanent solid course from one of the following materials:**

6.1.1 concrete with exposed aggregate finish; or

6.1.2 clay or concrete paving bricks or cobblestones; or

- 6.1.3 plain or colour tinted concrete provided the Owner has prior written approval from the Developer; and
  - 6.1.4 in all respects a type approved by the Developer provided that in the Developer's opinion it is not of lesser visual appeal and/or quality than materials approved above.
- 6.2 All vehicle crossings and driveways must be 4.8m wide from the point that the driveway comes off the roadway and 0.6m from side boundary to allow for landscaping.
- 6.3 All vehicle crossings to the Property will:
  - 6.3.1 on the right side when exiting be located a minimum of two metres; and
  - 6.3.2 on the left side when exiting be located a minimum of three metres,from any tree or lamp post or structure located within the road reserve. The location of any trees or structures located within the road reserve or any such vehicle crossings must first be approved in writing by the Developer but they must comply in all respects with Council requirements.
- 6.4 Any boats, trailers, caravans, motor homes or similar objects on the Lot must not be parked or stored within reserves, open spaces, green corridors, road corridors, street parking bays or road verges. They must be parked or stored exclusively within the confines of their respective Lot. No boat, caravan, motor home or similar can be used for accommodation whilst on the Lot.
- 6.5 No vehicles are to be parked on the Lot, unless parked on the driveway or formed parking or manoeuvring area.
- 7. **Landscaping**
  - 7.1 The Owner must ensure that all street fronting landscaping that is visible from any street frontage is completed, and any unpaved areas are properly grassed or landscaped within two (2) months of the date that is the earlier of:
    - 7.1.1 a Code Compliance Certificate is issued by the Council for the House on the Lot; or
    - 7.1.2 the House is occupied,unless otherwise agreed in writing with the Developer.
  - 7.2 An Owner must keep the Lot in a neat and tidy condition, including but not limited to ensuring that:
    - 7.2.1 grass is maintained so that it does not exceed a height of 100mm (including the berm area from the Lot to the roadway);

- 7.2.2 rubbish does not accumulate on the Lot; and
- 7.2.3 the Lot does not otherwise look untidy.
- 7.3 If in the Developer's opinion the Owner is at any time in breach of clauses 7.1 and 7.2, the Developer may cut the grass, remove the rubbish, and/or undertake any other work reasonably required to make the Lot compliant. Any costs for this work may be levied against the Owner and the Owner must pay any such costs within two weeks of receiving an invoice from the Developer. If the costs are not paid within the timeframe, the Owner must also pay 20% per annum interest on such costs until paid.
- 7.4 All landscaping (including sculptures and garden art and planting) on a Lot must comply with the requirements set out in the Design Guide.
- 7.5 The Owner must not allow any nuisance or unreasonable disturbance to be caused to any Owner or occupier of neighbouring Properties.
- 7.6 The Owner must not move, damage or remove any survey pegs or markers on the Property and in the event of any breach of this restriction, the Owner will, at their own cost, have such pegs or markers replaced by a registered surveyor.
- 7.7 No Owners will allow, except when construction works are in progress, any trade vehicle, 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 it is not visible to or will not cause any offence to neighbouring properties and will preserve the amenity of the Development.
- 7.8 The Owner must not allow the Property to become littered, overgrown or unsightly. The Property must be maintained in a neat and tidy condition. The Owner must not allow any noxious weeds (including gorse, blackberry or ragwort) to grow on the Property.

**8. Animals**

An Owner must not allow to be kept on the Lot animals other than household domestic pets (and the term "household domestic pets" does not include goats, sheep, horse, pigs, poultry and beehives).

**9. Signage**

An Owner must not erect, place or allow to be erected or placed, any sign or hoarding of a commercial nature on the Lot, excluding building or real estate related signs, or Show Home advertising approved in writing in advance by the Developer.

10.     **General**

10.1     The Owner will not directly, nor at any time, encourage, fund or support any other person to:

10.1.1     object to or Lodge any Submission against any Planning Proposal; or

10.1.2     obtain an order, injunction or any other remedy or make any complaint against any contractor or any consultant which relates to the Development.

10.2     If requested by the Developer, the Owner will:

10.2.1     promptly give its unqualified written approval including any affected party approval under section 95E of the Resource Management Act 1991, to any application made to the Council for any Planning Proposal and will not withdraw that approval; and/or

10.2.2     Lodge any Submission in support of any Planning Proposal and will not withdraw that submission; and

10.2.3     sign all documents and do all things required by the Developer to meet its obligations under this clause.

10.3     The Developer 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 Development or for any breach of these Covenants or otherwise and the Owners will indemnify and keep indemnified the Developer and its legal successors (other than successors in title after registration of a transfer from the Developer to a subsequent owner) from any costs, claims, suits, demands or liabilities arising out of or under these Covenants including breach of these Covenants.

10.4     If any of the restrictions contained in these Covenants are deemed to be unenforceable or void for any reason, then that particular provision will be deemed to be deleted from these Covenants, and the parties agree that the balance of the Covenants will be unaffected and enforceable.

10.5     The Owner acknowledges that different stages of the Development by the Developer may include covenants which differ from these Covenants.

11.     **Breach**

11.1     The Owner for itself and its successors in title agree with the Developer for the Benefiting Lots that the Owner will at all times comply with all these Covenants and each of the Covenants will enure for the benefit of the Benefiting Lots and each and all of the Owners provided that the Owner will be liable only for breaches of these Covenants which occur while the Owner is the registered proprietor of the Property or any part of the Property.

11.2 Acknowledging that the value of the Benefitting Lots may be affected by the standard of House erected on any Lot and by failure to comply with these Covenants, the Owner agrees for the Owner/s of the Benefitting Lots personally and their executors, administrators and assigns that should any Owner fail to comply with any of the Covenants contained in these clauses and without prejudice to any other liability the Owner may have to the Developer or any person, the Owner will:

11.2.1 immediately upon receipt of a written demand for payment from the Developer or the Developer's solicitor pay to the Developer as liquidated damages the sum of \$200.00 per day for each day the default continues unremedied;

11.2.2 immediately undertake such remedial action as may be required by the Developer including but not limited to permanently removing or causing to be permanently removed from the Lot any House, Building or other structure so erected or repaired or other cause of any breach of these Covenants;

11.2.3 pay on demand the Developer's costs incurred in respect of the default and any enforcement or attempted enforcement of the Developer's rights such costs to include but not limited to legal costs on a solicitor client basis; and

11.2.4 pay interest at the rate of 20% on any money which may be demanded and not paid, such interest to accrue from the date of the demand until it is finally received by the Developer,

provided that:

11.2.5 except for those defaults notified to the Owner when it is a registered owner of the Lot, the Owner will only be liable while the Owner is a registered owner of the Lot.

11.2.6 If a default is completely and finally remedied within one month of notice in writing requiring the removal or remedy of such cause or default and the payment by the defaulting party of all reasonable legal costs and other expenses by the party enforcing these Covenants the sum payable under clause 11.2.1 will abate to \$1.00 per day provided that this abatement will not apply in respect of any subsequent default of a similar nature; and

11.2.7 the right of the Developer to enforce these Covenants and by this clause will continue for twelve calendar months from the date on which it ceases to be an Owner provided however that the Developer is under no liability whatsoever to enforce these Covenants.

## **12. Vesting of Roads and Reserves**

- 12.1 All Owners consent to the deposit of any Survey Plan which has the effect of vesting any land in any local authority, territorial authority or the Crown ("Land to Vest") or where land is to be transferred for utilities or road ("Land for Utilities"). The Owners agree that these Covenants will cease to apply in respect of the Land to Vest and any Land for Utilities upon the date of lodgement with Land Information New Zealand (or any such replacement entity) of the required documents to deposit the Survey Plan. The Owners agree that this clause will be deemed to be the consent of the Owner to the deposit of the Survey Plan (including under section 224(b)(i) Resource Management Act 1991 (or any like or similar provision in any variation, consolidation or replacement Act)) and for the removal of these Covenants from any Land for Utilities.
- 12.2 If it is determined by the Developer that additional written consent is required from the Owner to the deposit of a Survey Plan or the removal of covenants in this Instrument from any Land for Utilities under clause 12.1 then:
- 12.2.1 at the request of the Developer, the Owner will immediately give such written consent to the Developer; and
- 12.2.2 in addition to clause 12.1 and 12.2.1 the Owner irrevocably appoints the Developer or its successor in title as its attorney to sign any consent necessary in the required form to deposit any Survey Plan. No person dealing with the Owner as the attorney in this capacity need inquire if the Developer is validly exercising its powers as attorney under this clause 12.2.

## **13. Disputes**

- 13.1 Should any dispute arise concerning any aspects of these Covenants that cannot be resolved by agreement between the parties involved, the Owners are bound to resolve the same by arbitration in accordance with the Arbitration Act 1996 ("the Act"), and the following provisions will apply:
- 13.1.1 There will be a single arbitrator who will be appointed by the President for the time being of the Canterbury branch of the New Zealand Law Society (or any successor organisation) as a sole arbitrator.
- 13.1.2 The arbitrator will determine all questions in issue between the parties including questions as to the scope of the dispute and as to procedure.
- 13.1.3 The arbitrator's award will be binding on all parties to the dispute.
- 13.1.4 Any party to a dispute may initiate arbitration in accordance with the provisions of the Act.



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