

Avignon *at*



MARLBOROUGH RIDGE
RESORT
at Fairhall

Covenants

Introduction

Welcome and thank you for taking an interest in Avignon at Marlborough Ridge. The Marlborough Ridge development is located in Fairhall, just a 5 minute journey from down town Blenheim. The Ridge, as it is known to the locals, borders the well renowned Marlborough Golf Club on one side, rolling hills behind and vineyards to the north and west.



Avignon at Marlborough Ridge is a 9 Lot subdivision whereby all homes will have a common look and theme. A major landscape feature separates the Marlborough Ridge Reserve and Avignon. This feature is part of the Avignon development and will be maintained by residents going forward.

The Smith Family has very much been part of Marlborough for over 40 years and has been very successful in a range of businesses from hospitality and tourism to bus and coach transportation, motor vehicle importation and in later year's property development. Covent Gardens and Nottinghill in Springlands, and the Marlborough Ridge Resort give testament to the quality of development which we are wishing to achieve both now and into the future.

We also welcome the opportunity to discuss our proposals and share your own visions.

Greg Smith – Managing Director

DeLuxe Property Group Limited

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Protective Covenants -

1. Vision and Objective

- 1.1. The Developer at Marlborough Ridge Resort has a very clear vision as to what it would like to see with regards to residential development within Marlborough Ridge.
- 1.2. This set of Covenants has been put in place not to hinder property owners but to enhance the residential area and protect those residents living within the Marlborough Ridge development.
- 1.3. The following land covenants contain provisions for the approval of Plans and Specifications by MRD Holdings Limited. MRD Holdings Limited shall have the right to delegate the rights contained in the following covenants to a body known as The Marlborough Ridge Architectural Committee (“the Committee”), the members of such Committee having been appointed by MRD Holdings Limited. At all times the Committee acts on behalf of MRD Holdings Limited and has the right to enforce all protective covenants, building guidelines and codes of practice in terms of the land covenants set out within this document. The criteria relating to Architectural Design Concepts, Construction Materials and Method of Construction shall be determined from time to time by MRD Holdings Limited (or the Committee on its behalf) in its sole discretion.

2. Architectural Committee

- 2.1. An Architectural Committee has been established. This Committee is selected by MRD Holdings Limited or its nominee. The Committee will be responsible for viewing all plans before approval is granted by the Developer.



3. Approval Process

- 3.1. In order to achieve all objectives within this document a Land Covenant will be registered against each title within the subdivision. It will contain all covenants as outlined within this document. This covenant will remain with each title no matter how many times the title may change hands.
- 3.2. No structure may be erected on the allotment without first obtaining the written consent of MRD Holdings Limited, or its nominee. The contact person is Greg Smith, 45 Main Street, Blenheim. Phone (03) 578-3310 or 027-4492-404. Email: greg@deluxegroup.co.nz

- 3.3. The registered owner of the allotment shall provide full plans and specifications for the proposed structure. Consent shall not be arbitrarily withheld, provided however, that MRD Holdings Limited, or its nominee, shall have the absolute right to refuse consent in the event the proposed plans and specifications do not comply with any provision, of any covenant, as set out in this document. Potential purchasers may wish to discuss their intentions prior to the contract for purchase becoming unconditional and a deposit paid.
- 3.4. The floor area of each dwelling must be a minimum of 230 square meters including garaging.
- 3.5. MRD Holdings Limited shall have 14 days, from the date upon which the request for consent is lodged, (accompanied with all the necessary plans, specifications and other information) within which to grant or decline consent. This 14-day period may be extended by MRD Holdings Limited if clarification or further information is required from the property owner.

3.6. Information to be supplied shall include the following:-

- 3.6.1. A Site Plan
 - 3.6.2. Floor Plan
 - 3.6.3. Elevations of all sides
 - 3.6.4. Cross section indicating the roof pitch
 - 3.6.5. Schedule of external colours being used
 - 3.6.6. Schedule of materials being used
 - 3.6.7. Schedule of Dwelling areas
 - 3.6.8. Plan showing the Driveway and material being used
 - 3.6.9. Plan showing any permanent paving and materials
 - 3.6.10. Detailed Landscape plan. This may be supplied later
- 3.7. A refundable \$1,000 builders bond will be payable before the final approval is given. This bond will be held in the MRD Holdings Limited Trust account and refunded when the project is complete and MRD Holdings is satisfied that all kerb and channelling, entranceways and landscaping have been reinstated to a brand new condition. See the Construction Guidelines for full details pertaining to this bond.
 - 3.8. Only one dwelling is permitted on each allotment. The dwelling house must not be a relocated, or a re-locatable building, or kitset house. The garage may be constructed separately from the house but must be constructed at the same time. If the garage is a separate building then it must be constructed of the same building materials used within the main house construction.



4. Construction/ Occupation

- 4.1. The dwelling must not be occupied until it has been completed. This includes the completion of :-
 - 4.1.1. Driveways
 - 4.1.2. Pathways
 - 4.1.3. Letterbox
- 4.2. The construction of the dwelling must be completed within a 12 month period - (excluding landscaping) from the commencement of construction

5. Building Heights

- 5.1. No building may be constructed more than 1 storey or more than 5 metres in height, measured from the natural ground level.

6. Building Materials

6.1. No pre-used building materials are to be used on the exterior of the construction unless approved by the Architectural Committee.

6.2. **Exterior walls shall be clad with either: -**

6.2.1. Natural Stone

6.2.2. Stucco

6.2.3. Hebel

6.2.4. Celcrete

6.2.5. Plaster

6.2.6. Modern Brick or Block products

6.2.7. Natural Timber products. Weatherboards may only be used in a manner that will create a natural traditional timber appearance. Eg: Cedar. The exterior timber appearance should not exceed 50% of the total exterior cladding, excluding the roof.

6.2.8. Linea or a painted weatherboard look is only acceptable as a feature for gable ends, fireplaces and the likes. This product shall not occupy more 20% of the exterior cladding.

6.2.9. Any other building material approved in writing by the developer.

7. Roofing

7.1. Roofing material shall be either:-

7.1.1. Concrete or Clay Tiles

7.1.2. Slate or Bitumen Shingles

7.1.3. Painted long run colour steel

7.1.4. Decramastic Tiles

7.1.5. Cedar

7.1.6. Colour Steel Tiles



8. Guttering

8.1. All gutters and down pipes must be either concealed or at least painted to match the colour of the dwelling.

9. Fencing

9.1. No boundary fence may be constructed. Only live hedging plants will be permitted as a boundary fence. Screening between houses will be permitted and should be constructed during the development of the house. This screening must be approved by the Architectural Committee.

9.2. No approved fence/ screen will be greater than 1.8 meters in height, measured vertically from the natural ground level, at the relevant point on the Lot.

9.3. Any permitted fencing or screening must have 50% planting in front of the fence/ screen.

9.4. Neither MRD Holdings Limited nor the Marlborough District Council can be required to contribute to the cost of any landscaping which may border road reserve or unsold sections.

9.5. All fencing and screens must be approved by MRD Holdings Limited.

10. Driveways

10.1. No dwelling should be occupied until the driveway is completed. This means that no driveway should be left with a dirt, metal or low quality aggregate surface.

10.2. All driveways shall be constructed to the full width ("no car tracks" are permitted)

10.3. Driveways shall be constructed using any of the following materials :-

- 10.3.1.1. Concrete
- 10.3.1.2. Coloured Stamped Concrete
- 10.3.1.3. Stencilled or Exposed Aggregate Concrete
- 10.3.1.4. Cobblestones
- 10.3.1.5. Pavers
- 10.3.1.6. Hot mix



11. Parked Vehicles

11.1. Each allotment owner shall ensure that no caravans, campervans, house buses, boats, trailers or trade commercial vehicles under their control shall be parked in the street or on the allotment where they are plainly visible from the street, on a regular basis, or for a continuous period exceeding 8 hours. (The only exception is with Trades vehicles during the construction period) Garaging or screening must be supplied for any such vehicles so that they are not exposed to neighbouring properties or seen from the street.

12. Landscaping/ Landscape Feature

- 12.1. All Landscaping visible from the road frontage shall be completed according to the Landscape Plan submitted to MRD Holdings Limited, within 9 months of the owner occupying the dwelling.
- 12.2. Lots 1 – 3 and 6 – 9 incorporate the Avignon landscape feature. This feature is very much a part of the overall theme of Avignon and shall be protected and maintained to a high standard for the overall benefit of everyone who lives at Avignon. Each Lot owner will be responsible for the ongoing maintenance of the feature within their Lot.
- 12.3. Owners of Lots 1 – 3 and 6 – 9 may collectively choose to have a contractor look after this landscape feature. If this option is chosen then one resident is to take responsibility for employing the contractor and all other residents shall pay an equal share of the cost on an annual basis. This contractor may be an existing resident.
- 12.4. No excavation material, rubbish or builders waste or materials are to be deposited on any adjoining properties. Any builders waste should be contained in a skip which should be emptied on a regular basis.
- 12.5. Any damage, which may be done to the subdivision landscaping, irrigation, berms and curbs whilst the construction process is taking place, must be repaired by the lot owner responsible for this damage.
- 12.6. No hedges are to be grown higher than 1.8 meters.
- 12.7. No pinus radiata or cedus macrocarpa shall be grown within the lot.

13. Road Berm Streetscape

- 13.1. Should Lot owners wish to move the allocated vehicle crossing then this must be approved by Marlborough Roads. Existing crossings must be removed and re-landscaped.
- 13.2. Any relocation of the vehicle crossing and maintenance of the landscaping affected will be at the Lot owner's expense.
- 13.3. Considerable effort has gone into landscaping both the road berm and within some Lots as part of the overall development of the subdivision. Trees which have been planted within the road berm on Lots 1, 2 and 4 may not be altered in any way without the written consent of the Reserves Manager of the Marlborough District Council.
- 13.4. All Lot owners will be responsible for the maintenance of landscape features and lawns on their Lot as well as the maintenance of the road berm in front of their property for Lots 1, 2 and 4. These areas are major marketing tools for the entire Marlborough Ridge development and should be looking pristine at all times.

14. Signage

- 14.1. No signage indicating a business is permitted unless written approval is given by MRD Holdings Limited.
- 14.2. Any Real Estate or "For Sale" signs must have been professionally designed and installed. No more than two signs may be erected per Lot. The immediate grassed area around such signs must be maintained by the Lot owner or Real Estate Company, on a regular basis.

15. Ancillary Structures

- 15.1. All ancillary structures, which have public view from the roadway, shall be constructed using the same building materials as the dwelling.
- 15.2. Any antenna or satellite dish shall be placed such that it is not visible from the roadway or give a reflection or glare which creates a nuisance to other Lot owners.
- 15.3. Any Solar Panels must blend with the colour of the roof. Where possible these shall be hidden from view of the street frontage.
- 15.4. No glass-house, tunnel house or like structure shall be constructed to a height of greater than 1.8m. Where possible these shall be positioned so that they are not visible from the street.
- 15.5. No exterior fixtures shall be attached to the dwelling that in the opinion of MRD Holdings Limited are obtrusive.

16. Section Maintenance prior to and during Construction

- 16.1. All sections must be well maintained prior to and during construction.
- 16.2. Grass must not be allowed to grow above 10cm within the Lot
- 16.3. Grass berms should be maintained to a level no higher than 5cm
- 16.4. Any Landscaping on each Lot should be maintained on a regular basis

17. Right Of Way – Lots 3 - 9

- 17.1. Should the Right Of Way need repairing or resurfacing then Lot owners will have an obligation to contribute towards ordinary maintenance of these parts of the Right of Way which they have the use of.

18. Retrieving of Golf Balls

- 18.1. As Avignon is located next to the Marlborough Golf Club, occasionally golf balls will land out of bounds onto Avignon residential properties. Residents must have a general tolerance for golfers retrieving their balls. Should a golfer cause damage to a residence then any recovery of cost shall be negotiated between that golfer and the resident.

19. Exercise of Discretions

- 19.1. Where any of the covenants in this document require the exercise of a subjective discretion the judgement of MRD Holdings Limited or its nominee shall be final and determinative.

20. Breach of Covenants

- 20.1. Where the servient owner commits a breach of any covenant and that breach is ongoing, MRD Holdings Limited, or its nominee, shall be authorised to enter upon the property and to take such steps as may be necessary and or expedient, for the purpose of remedying the breach. Any costs incurred by MRD Holdings Limited, or its nominee, in remedying any breach, shall be recoverable from the servient owner as a debt payable upon demand, and shall bear interest at a rate of 12% per annum from that date of demand, until the date of payment.

21. Construction Guidelines

21.1 A detailed schedule outlining the Construction Guidelines and Controls, along with a Bond Agreement may be obtained from MRD Holdings Limited. This must be completed before any construction plans will be approved. Such forms can be downloaded from www.deluxegroup.co.nz.

22. Expiry

22.1. The rights and obligations of MRD Holdings Limited to enforce these covenants, other than Covenants in clauses 2, 3, 19, 20 and 21 shall terminate when MRD Holdings Limited ceases to be an owner of any allotments in the Marlborough Ridge Resort. From that date onwards the right to enforce any covenant (other than the covenant covered in Clause 2, 3, 19, and 21), shall vest in the owners of any allotment, which has the benefit of these covenants.



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