

# Covent Gardens



## Protective Covenants – Updated with Builders Price Index – May 2019

### 1. Vision

- 1.1. The Developer of Covent Gardens has a very clear vision as to what he would like to see as far as residential development at Covent Gardens. 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 Covent Gardens. The Developer will develop a very tasteful and up-market residential area which will be of an English feel but of a modern design. To achieve this, some building material will not be allowed and many lots have been designated for two storey homes only. Further definitions are outlined in this document.

### 2. Architectural Committee

- 2.1. An Architectural Committee has been established. This Committee is selected by DeLuxe Property Group Ltd or its nominee. The Committee will be responsible for viewing all plans before approval is granted by the Developer. A special Internet Website has been set up so that potential property owners are able to view the styles of housing which will be encouraged within this residential area. This website can be found at [www.deluxepropertygroup.co.nz](http://www.deluxepropertygroup.co.nz)

### 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 DeLuxe Property Group Limited, or its nominee. The contact person is Greg Smith, 45 Main Street, Blenheim. Phone (03) 578-3310 or 027-4492-404.
- 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 DeLuxe Property Group 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.
- 3.4. The floor area of each dwelling must be a minimum of 150 square meters excluding garaging.
- 3.5. The minimum building cost will be \$312,965 excluding GST and excluding chattels. This cost is based on the Building Price Index as at May 2019 and will be updated annually according to the increase in building costs.
- 3.6. In the early stages of planning, discussing a Concept visual Plan will be welcomed by the developer.
- 3.7. DeLuxe Property Group 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 DeLuxe Property Group Limited if clarification or further information is required from the property owner.
- 3.8. A refundable \$1,000 builders bond will be payable before the final approval is given. This bond will be held in the DeLuxe Property Group Limited Trust account and refunded when the project is complete and DeLuxe Properties is satisfied that all kerb and channelling, footpaths, entranceways and landscaping have been reinstated to a brand new condition. See the Construction Guidelines and Controls Schedule for full details pertaining to this bond.

### 3.9. Information to be supplied shall include the following:–

- 3.9.1. A Site Plan
- 3.9.2. Floor Plan
- 3.9.3. Elevations of all sides
- 3.9.4. Cross section indicating the roof pitch
- 3.9.5. Schedule of external colours being used
- 3.9.6. Schedule of materials being used
- 3.9.7. Schedule of Dwelling areas
- 3.9.8. Outline of proposed fencing and material being used
- 3.9.9. Plan showing the Driveway and material being used
- 3.9.10. Plan showing any permanent paving and materials
- 3.9.11. Detailed Landscape plan. This may be supplied later
- 3.9.12. Only one dwelling is permitted on each allotment. The dwelling house must not be a relocated, or a re-locatable building, or kitset house.



## 4. 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

## 5. Building Heights

- 5.1. No building may be constructed more than 2 stories or 7.5 meters in height. (measured from the natural ground level)
- 5.2. The dwellings to be located on Lots 15 through to Lot 36 inclusive, must be two storeys. This will effectively make all homes on Evesham Lane and Stamford Lane two storey, giving a very exclusive look and feel. Two storey housing on other Lots will be encouraged but is not a condition.

## 6. Building Materials

- 6.1. No second hand 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. Plaster
  - 6.2.4. Modern Brick or Block products
  - 6.2.5. Natural Timber products. Wood fibre planks or boards may only be used in place of weatherboards provided they are used in a manner that will create a natural traditional timber appearance. The exterior timber appearance should not exceed 50% of the total exterior cladding, excluding the roof. No Hardiplank or whether sheet look is acceptable.
  - 6.2.6. The developer is open to other building materials which may be discussed in the concept planning stages.



## 7. Roofing

7.1. Roofing material shall be either:–

- 7.1.1. Concrete or Clay Tiles
- 7.1.2. Slate or Bitumen Shingles or painted long run crest steel
- 7.1.3. Decramastic Tiles
- 7.1.4. Cedar

## 8. Guttering

- 8.1. All gutters and down pipes must be either hidden or at least painted to match the colour of the dwelling.
- 8.2. No PVC guttering or down pipes are to be used.



## 9. Fencing

- 9.1. All rear and boundary fencing to be completed within 3 months of the dwelling being occupied.
- 9.2. No fence may be built of corrugated iron, sheet or panel steel, un-textured flat fibrolite, hardy flex, plywood, nor of post wire fencing. Second hand or demolition materials may not be used, unless the second hand materials are of an aesthetic nature and have been approved by the Architectural Committee.
- 9.3. No side boundary fence will be greater than 1.8 meters in height, measured vertically from the natural ground level, at the relevant point on the Lot,
- 9.4. No fence or hedge may be erected or grown on any part of the property closer to the street frontage than the front alignment of the dwelling **unless**, it is a “substantial” structure of between 1.5 – 1.8 metres in height, and built from the same or same style exterior cladding as the dwelling. At least 50% of this front fence must be covered by plantings such as a creeper, climbing roses or trees and shrubs planted directly in front of the fence. This planting will become a feature of the front fence. Should this front fence option be planned then a design must be approved by the Architectural Committee.
- 9.5. Neither DeLuxe Properties Ltd nor the Marlborough District Council can be required to contribute to the cost of fencing.
- 9.6. Each other allotment proprietor shall be required to equally contribute to the cost of fencing with adjoining allotment proprietors. This obligation shall apply whether or not work upon the fence has been commenced or completed before demand for contribution to the fence is made. The maximum amount of contribution to the fence shall be half share of fencing to a reasonable standard commensurate with the standard of the subdivision. In the event of there being a dispute as to the amount of contribution to be made or reimbursed then DeLuxe Property Group Limited shall decide the amount and its decision shall be final and binding. No lot owner shall be forced to pay more than \$3,000.00 plus GST, as their half share, per boundary fence, should a neighbouring property owner construct their fence first and has built a more expensive style fence. Any adjoining land and land owned by DeLuxe Property Group Limited or the Marlborough District Council will not be subject to this covenant.

## 10. Driveways

- 10.1. No dwelling may 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. Hotmix



## 10. Parked Vehicles

- 10.1. 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.

## 11. Basements

- 11.1. All basements are to be fully enclosed prior to the dwelling being occupied.

## 12. Landscaping

- 12.1. All Landscaping visible from the road frontage shall be completed according to the Landscape Plan submitted to DeLuxe Property Group Limited, within 3 months of the owner occupying the dwelling.
- 12.2. Prior to, during, and after construction, all landscaping areas must be maintained in a clean and tidy manner, all grass mowed and any weeds or foliage does not exceed 10cm in height.
- 12.3. No excavation material, rubbish or builders waste or materials are to be deposited on any adjoining properties.
- 12.4. 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.
- 12.5. No hedges are to be grown higher than 1.8 meters.
- 12.6. 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 and coordinated with the Developer – DeLuxe Property Group Limited.
- 13.2. Any relocation of the vehicle crossing and maintenance of the landscaping affected will be at the Lot owner's expense.
- 13.3. The removal or relocation of any landscaping within the Road Berm is not permitted within the first five years (prior to January 2010) unless written approval is given by either DeLuxe Property Group Limited or the approval of the Reserves Department Manager, of the Marlborough District Council.
- 13.4. All Lot owners will be responsible for the maintenance of the road berm in front of their property. The Lot owners at the corner of Covent Gardens and Bary Street will also be responsible for the maintenance of the grassed areas surrounding the entry statement and surrounding this corner.

## 14. Signage

- 14.1. No signage indicating a business is permitted unless written approval is given by DeLuxe Property Group Limited.
- 14.2. No Real Estate Agents or "For Sale" signs are to be erected on any lot at any time, except during development stages of the subdivision on a properly constructed plan of the subdivision showing all lots and those still available for sale. This will be controlled by DeLuxe Property Group Limited.

## 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, satellite dish or solar panels 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. No glass-house, tunnel house or like structure should be constructed which is visible from the road.
- 15.4. No fixtures shall be attached to the dwelling that in the opinion of DeLuxe Property Group Limited are obtrusive.

## 16. Exercise of Discretions

16.1. Where any of the covenants in this document require the exercise of a subjective discretion the judgement of DeLuxe Property Group Limited shall be final and determinative.

## 17. Breach of Covenants

17.1. Where the servient owner commits a breach of any covenant and that breach is ongoing, DeLuxe Property Group 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 DeLuxe Property Group 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.

## 18. Construction Guidelines and Controls

17.1 A detailed schedule outlining the Construction Guidelines and Controls, along with a Bond Agreement may be obtained from DeLuxe Property Group Limited. This must be completed before any construction plans will be approved.

## 18. Expiry

18.1 The rights and obligations of DeLuxe Property Group Limited to enforce these covenants, other than Covenants in clauses 2 and 3, shall terminate when DeLuxe Property Group Limited ceases to be an owner of any allotments in the Covent Gardens Subdivision. From that date onwards the right to enforce any covenant (other than the covenant covered in Clause 2 and 3), shall vest in the owners of any allotment, which has the benefit of these covenants.



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