



MARLBOROUGH RIDGE RESORT *at Fairhall*

Covenants



Introduction

Welcome and thank you for taking an interest in our latest Stage at Marlborough Ridge – Lots 10 – 35 – Golf View Close. The Marlborough Ridge development is located in Fairhall, just an 8 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.

The Ridge Resort may have been a little ahead of its time when first planned, however, the residential development which has been constructed to date is of an extremely high standard and those people living within Marlborough Ridge simply love it.

The Smith Family has very much been part of Marlborough since 1972 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 years 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

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Protective Covenants - Lots 10 - 35 Golf View Close – November 2019

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.
- 1.4. Where any decision required to be made by MRD Holdings Limited or the Committee is of a subjective nature, then the judgement and decision of MRD Holdings or the Committee shall be final and binding.

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 with the Developer prior to the contract for purchase becoming unconditional and a deposit paid.



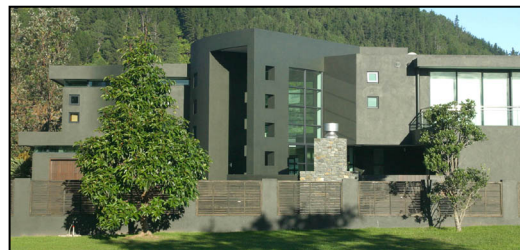
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- 3.4. The floor area of each dwelling must be a minimum of 180 square meters including garaging.
- 3.5. The construction of the dwelling must be completed within a 12 month period - (excluding landscaping) from the commencement of construction.
- 3.6. In the early stages of planning, discussing a Concept visual Plan with the Developer is encouraged and may save you on Architectural and drawing fees.
- 3.7. MRD Holdings Limited shall have 14 days, from the date upon which the request for Plan Approval is lodged, (accompanied with all the necessary plans, specifications and other information) within which to grant or decline the Plan. This 14-day period may be extended by MRD Holdings 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 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.

3.9. 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. Plan showing the Driveway and material being used
- 3.9.9. Plan showing any permanent paving and materials
- 3.9.10. Detailed Landscape plan. This may be supplied later



- 3.9.11. 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. Occupation

- 4.1. The dwelling must not be occupied until it has been completed. Completion shall be defined as -
 - 4.1.1. The issuing of the Code of Compliance Certificate by the Marlborough District Council
 - 4.1.2. Driveways
 - 4.1.3. Pathways and Letterbox installation

5. Building Heights

- 5.1. No building may be constructed more than 2 stories nor more than 7.5 meters in height measured from the natural ground level at the highest point within the allotment.



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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. Hebel, Celcrete or similar products
 - 6.2.4. Plaster
 - 6.2.5. Modern Brick or Block products
 - 6.2.6. 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.
 - 6.2.7. 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.
 - 6.2.8. 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
 - 7.1.3. Painted long run crest steel
 - 7.1.4. Decramastic Tiles
 - 7.1.5. Cedar
 - 7.1.6. Colour Steel



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 natural PVC guttering or down pipes are to be used unless they are blended with the house colours.

9. Fencing

- 9.1. No fence may be built of corrugated iron, plywood or of post wire. 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
- 9.2. No approved fence will be greater than 1.8 meters in height, measured vertically from the natural ground level, at the relevant point on the Lot.
- 9.3. 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 a front fence is being constructed. This is to keep the street open and park like.



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- 9.4. Any permitted fencing facing the street frontage should be constructed from the same or similar materials as to the exterior cladding of the house so as to be in-keeping with the dwelling. All front boundary fences which are visible from the road must have soft planting in front of at least 25% of the fence area.
- 9.5. 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 or the cost of any boundary fence.

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 12 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. Basements

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

13. Landscaping

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. No hedges are to be grown higher than 1.8 meters.
- 13.5. No pinus radiata or cedus macrocarpa shall be grown within the Lot.



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14. Road Berm Streetscape

- 14.1. Should Lot owners wish to move the allocated vehicle crossing then this must be approved by Marlborough Roads.
- 14.2. Any relocation of the vehicle crossing and maintenance of the landscaping affected will be at the Lot owner's expense.
- 14.3. 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 may not be altered in any way without the written consent of the Reserves Manager of the Marlborough District Council.
- 14.4. All Lot owners will be responsible for the maintenance of landscape features on their Lot as well as the maintenance of the road berm in front of their property. These areas are major marketing tools for the entire Marlborough Ridge development and should be looking pristine at all times.

15. Signage

- 15.1. No signage indicating a business is permitted unless written approval is given by MRD Holdings Limited.
- 15.2. 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.

16. Ancillary Structures

- 16.1. Any ancillary structures or outbuilding shall be constructed using the same building materials as the dwelling.
- 16.2. Any antenna or satellite dish shall be placed such that it is neither visible from the roadway or give a reflection or glare which creates a nuisance to other allotment owners.
- 16.3. Any Solar Panels must blend with the colour of the roof. Where possible these shall be positioned so that they are not visible from the street frontage.
- 16.4. No glass-house, tunnel house or like structure should be constructed to a height greater than 1.8m. These shall be constructed so they are not visible from the street..
- 16.5. No exterior fixtures shall be attached to the dwelling that in the opinion of MRD Holdings Limited are unsightly.

17. Section Maintenance prior to and during Construction

- 17.1. All sections must be well maintained prior to and during construction.
- 17.2. Grass must not be allowed to grow above 10cm within the Lot
- 17.3. Grass berms should be maintained to a level no higher than 5cm

18. Exercise of Discretions

- 18.1. 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.



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19. Breach of Covenants

19.1. 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.

20. Construction Guidelines

20.1 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.deluxepropertygroup.co.nz.

21. Expiry

21.1 The rights and obligations of MRD Holdings Limited to enforce these covenants, other than Covenants in clauses 2, 3 and 20 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 and 20), shall vest in the owners of any allotment, which has the benefit of these covenants.

22. No Subdivision

22.1 The None of the Lots 10 – 35 (inclusive) may be subdivided no matter what the provisions of any transitional or operative district plan of the Marlborough District Council may permit. For the purposes of this paragraph the word “subdivide” shall have the meaning as given to the expression “subdivision of land” set out in Section 218 of the Resource Management Act 1991.



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