

Rose Manor

MARLBOROUGH

A tradition of creating neighbourhoods to love



Covenants Rose Manor - Stages 2 - 9

MARLBOROUGH RIDGE RESORT - COVENT GARDENS - NOTTINGHILL - ROSE MANOR

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Introduction – Stages 2 - 9

Rose Manor will be the DeLuxe Property Group's 4th and largest development to date taking in around 260 sections. Creating neighbourhoods to love is our No. 1 goal. DeLuxe Property Group brings a tradition of Trust developing land with passion and style.

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 year's property development. Covent Gardens and Nottinghill in Springlands plus the Marlborough Ridge at Fairhall give testament to the quality of development which we create both now and in the future.

The landscapes of the entire subdivision will be absolutely paramount to the overall success of Rose Manor. The use of rustic steel, aged railway sleepers, feature roses, trees and other plantings will be a highlight of our landscapes.

A huge amount of thought has gone into road design, off street parking, paving materials, street lighting and other facets of creating a fine residential subdivision.

Our aim is very much to protect the investment that everyone makes in Rose Manor and in particular our residents. We will develop a Rose Manor community where all residents are very proud to be part of this special place. DeLuxe will be making sure that everyone's landscaping is designed to a very high standard.

The Covenants for Rose Manor although restrictive have been created to protect your long-term investment and so that you have the opportunity to enjoy Capital gains into the future. Through the prosperous times and the down times, you can be assured that DeLuxe will put its quality and professionalism ahead of sales.

I will always try to make myself available to prospective purchasers to share ideas, discuss proposed plans and assist where possible. Don't hesitate to make contact.

Greg Smith – Managing Director - DeLuxe Property Group Limited



COVENANTS – ROSE MANOR STAGES 2 - 9



The registered proprietor of the Burdened Land shall be bound by the following land covenants:

1. Terms of Covenant

The Covenantor covenants and agrees with the Covenantee that the Covenantor will observe and perform the stipulations and restrictions contained below to the intent that each of the stipulations and restrictions shall enure for the benefit of and be appurtenant to the said Benefited Land and every part of the Benefited Land and to the intent that the Allotment and every part of the Allotment will be subject to each of the stipulations and restrictions.

2. Architectural Committee

The following land covenants contain provisions for the approval of Plans and Specifications by DeLuxe Property Group Limited (*DeLuxe*). DeLuxe shall have the right to delegate the rights contained in those provisions to a body known as The Rose Manor Architectural Committee (*the Committee*), the members of such Committee having been appointed by DeLuxe. At all times the Committee acts on behalf of DeLuxe and has the right to enforce all protective covenants, building guidelines and codes of practice in terms of the land covenants set out in this document. Any criteria relating to the architectural design concepts, construction materials and method of construction shall be determined from time to time by DeLuxe (or the Committee on its behalf) in its sole discretion. When any decision required to be made by DeLuxe or the Committee is of a subjective nature, then the judgment and decision of DeLuxe or the Committee shall be determinative and binding.

3. Approval Process

- 3.1 No structure may be erected on the allotment without first obtaining the written consent of DeLuxe or its nominee.
- 3.2 The registered owner of the allotment shall provide full plans and specifications for the proposed structure and shall be required to obtain the approval of DeLuxe to those plans and specifications before lodging an application for building consent with the Marlborough District Council. DeLuxe shall not arbitrarily withhold its approval, provided that it shall have the absolute right to withhold approval in the event that the proposed plans and specifications do not comply with any provision set out in these Land Covenants.
- 3.3 In respect of any allotment smaller than 1,000sqm, the floor area of any dwelling to be constructed upon the allotment must be between 25% - 40% of the section sqm. In respect of any allotment larger than 1,000sqm, the minimum floor area of any dwelling shall be 200sqm.

- 3.4 Only one dwelling is permitted on each allotment. The dwelling must not be a relocated, or a relocatable building or kitset house.
- 3.5 DeLuxe shall have 14 days, from the date upon which the request for approval is lodged, (accompanied with all the necessary plans, specifications and other information) within which to grant or decline approval. This 14-day period may be extended by DeLuxe if clarification or further information is required from the property owner.
- 3.6 A refundable \$1,000 builders bond will be payable to DeLuxe by the registered owner of the allotment or the Building company before plan approval is released. This bond will be held in the DeLuxe Trust account and refunded when the project is complete and DeLuxe is satisfied that all kerb and channelling, footpaths, entranceways and landscaping have been reinstated to a brand new condition.
- 3.7 Information to be supplied pursuant to clauses 3.2 and 3.5 shall include the following:

- (a) Site Plan
- (b) Floor Plan
- (c) Elevation plans of all sides
- (d) Cross section indicating the roof pitch
- (e) Schedule of external colours being used
- (f) Schedule of materials being used
- (g) Schedule of dwelling areas
- (h) Outline of proposed fencing and material being used
- (i) Plan showing the proposed driveway together with details of proposed construction materials
- (j) Plan showing any proposed permanent paving and details of proposed materials
- (k) Detailed landscape plan (although this may at DeLuxe's discretion be provided later)



4. Occupation

The dwelling must not be occupied until it has been completed. This includes the completion of :-

- Driveways
- Pathways

5. Building Heights

No building may exceed two stories, not more than 7.5 metres in height (measured from the natural ground level at the highest point within the allotment).

6. Building Materials

- 6.1 No previously used building materials are to be used in the construction of exterior walls of any building, unless approved by DeLuxe or the Committee.
- 6.2 The exterior walls of any dwelling shall be clad with either:
- (a) Natural Stone
 - (b) Plaster
 - (c) Modern Brick or Block products such as Hebel and Celcrete or like products.
- 6.3 Natural timber products shall only be used in a manner that will create a natural traditional timber appearance. The exterior timber appearance shall not exceed 50% of the total exterior cladding (exclusive of the roof). Weatherboard shall only be used as a design feature and shall not cover more than 10% of the exterior cladding. ** Stages 7D+E to Stage 9 - Weatherboard may be used for no more than 50% of the exterior cladding.

7. Roofing

Roofing material shall be either:-

- (a) Slate or Bitumen Shingles
- (b) Painted long run steel
- (c) Concrete or Clay Tiles
- (d) Colour Steel Roof Tiles
- (e) Cedar



8. Guttering

All gutters and down pipes must be either hidden or painted to match the colour of the dwelling.

9. Fencing

- 9.1 All rear and boundary fencing to be completed before occupation.
- 9.2 No fence may be built wholly or partly of corrugated iron, sheet or panel steel, un-textured flat fibrolite, hardy flex, plywood, or 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 DeLuxe or the Committee.
- 9.3 No side boundary fence will be greater than 1.8 metres in height, measured vertically from the natural ground level, at the relevant point on the allotment.
- 9.4 All side and rear boundary fences, if constructed of timber, must be painted or stained. The colour must be either a dark charcoal or black colour or the colour of the exterior cladding or roof of the dwelling on the allotment. This must be done prior to the property being sold, or prior to being occupied.
- 9.5 No fence or hedge may be erected or grown on any part of the allotment closer to the street frontage than the front alignment of the dwelling unless it is connecting to a front fence. The objective is to keep the street open and park like.
- 9.6 Any front fence must be 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 shrubs planted directly in front of the fence. This planting will become a feature of the front fence. Either the entire front fence or at least the landscaped areas must be set back a minimum of 300mm from the front boundary.
- 9.7 Any front fence plan must be approved by DeLuxe or the Committee.
- 9.8 Other than as provided in clause 9.9 each allotment owner shall be required to equally contribute to the cost of fencing with adjoining allotment owners. 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 a 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 shall decide the amount and its decision shall be final and binding. No allotment 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 have built a more expensive style fence.

- 9.9 Neither DeLuxe nor Marlborough District Council may be required to contribute to the cost of any landscaping, or hedging/fencing which may border road reserve or any allotment owned by De Luxe or Marlborough District Council, or the cost of any boundary fence.

10. Driveways

- 10.1 No dwelling may be occupied until the driveway is completed. No driveway shall 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 :

- (a) Concrete
- (b) Coloured Stamped Concrete
- (c) Stencilled or Exposed Aggregate Concrete
- (d) Cobblestones
- (e) Pavers
- (f) Hotmix



11. Parked Vehicles once Residence is Occupied

- 11.1 Each allotment owner shall ensure that no caravan, campervan, house bus, boat, trailer or large trade commercial vehicle 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 10 hours.
- 11.2 Any such vehicles are to be housed properly so that they are not visible from the roadway and do not protrude more than 300mm above a fence line if parked next to a side or rear boundary fence. To reduce the visibility of such vehicles a lowered area with proper drainage is encouraged during the house build stage where the vehicle can park and is not an eyesore for neighbouring properties.

12. Landscaping

- 12.1 All landscaping visible from the road frontage shall be completed according to the Landscape Plan submitted to DeLuxe, 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 kept below 10cm in height. Any dirt piles should be sprayed regularly to avoid weeds growing and becoming unsightly.
- 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 allotment owner responsible for this damage.
- 12.5 No Trade vehicles are to cross or park on the road berms during the house construction stage.
- 12.6 No hedges are to be grown higher than 1.8 metres.
- 12.7 No pinus radiata or cedus macrocarpa shall be grown within the allotment.

13. Road Berm Streetscape

- 13.1 Should allotment owners wish to move or change the allocated vehicle crossing then this must be approved and coordinated with DeLuxe and Marlborough Roads. Think long and hard before purchasing your Lot as to whether the location of the vehicle crossing is going to work for your house design. Due to the design of off-street parking and landscapes it is very unlikely a relocation request will be allowed.
- 13.2 Any relocation of the vehicle crossing and maintenance of the landscaping affected will be at the allotment owner's expense.
- 13.3 If a new vehicle crossing is established then any existing vehicle crossing must be removed and the road berm returned to a state as though there never was a vehicle crossing there.
- 13.4 The removal or relocation of any landscaping within the road berm is not permitted unless written approval is given by either DeLuxe or the approval of the Reserves Department Manager, Marlborough District Council.
- 13.5 All allotment owners will be responsible for the maintenance of the road berm in front of their property.

14. Signage

- 14.1 No signage indicating a business is permitted unless written approval is given by DeLuxe.
- 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 allotment. The immediate grassed area around such signs must be

maintained by the allotment owner or Real Estate Company on a regular basis, failing which DeLuxe has the authority to remove the signs.

15. Ancillary Structures

- 15.1 All ancillary structures visible 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 neither visible from the roadway nor gives a reflection or glare which creates a nuisance to other allotment owners.
- 15.3 Where possible Solar Panels must be located so that they are not facing the roadway. Consideration is to be given in the planning stages of a new build as to blending the panels with the roof colour so they are not obtrusive.
- 15.4 Any gas bottles or air conditioning units are not to be placed facing the roadway unless they are screened.
- 15.5 No glass-house, tunnel house or like structure should be constructed which is visible from the road or can be clearly seen above the top line of the boundary fence from a neighbouring property.
- 15.6 No fixtures shall be attached to the dwelling that in the opinion of DeLuxe are obtrusive.

16. Reverse Sensitivity

- 16.1. The Covenantor acknowledges that the Burdened Land is in close proximity to the land presently comprised in Record of Title 91683 (*the vineyard land*) upon which the Covenantee undertakes rural activities on a 24 hour, 7 days a week basis, and that those activities necessarily involve noise, dust, traffic and other environmental effects that extend beyond the boundaries of the vineyard land ("rural activities").
- 16.2. The Covenantor acknowledges that the Covenantee is entitled to carry out rural activities and associated activities, including the expansion of rural activities (such expansion being in accordance with the provisions of any relevant transitional or operative District Plan and/or resource consent granted to the Covenantee) upon the vineyard land.

16.3 The Covenantor shall not:

- (a) make or lodge; nor
- (b) be party to, procure, assist or support; nor
- (c) finance or contribute to the cost of,



any submission, application or proceedings under the Resource Management Act 1991 or otherwise with the Marlborough District Council or any other territorial or other authority having jurisdiction, designed or intended to or have any effect of limiting or regulating in any way the carrying on or conduct of grape growing activity or other rural activities on the vineyard land.

- 16.4 The Covenantor hereby covenants that it shall at all times hereafter save harmless and keep indemnified the Covenantee from all proceedings, costs, claims and demands in respect of breaches by the Covenantor of the covenants and restrictions herein contained and implied on behalf of the Covenantor which occur while the Covenantor is the registered proprietor of the Burdened Land.

17. Breach of Covenants

Where the Burdened land owner commits a breach of any Covenant and that breach is ongoing, DeLuxe, 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, or its nominee, in remedying any breach, shall be recoverable from the Burdened Land owner as a debt payable upon demand, and shall bear interest at a rate of 12% per annum from the date of demand until the date of payment.

18. No Further Subdivision

No Burdened Land may be further subdivided no matter what the provisions of any transitional or operative district plan of 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” as set out in Section 218 of the Resource Management Act 1991.



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