

Nottingham



Introduction – Stage 4

Welcome and thank you for taking an interest in Stage 4 being developed within Nottingham. The Nottingham subdivision is located on the corner of Murphy's Road and Old Renwick Road. Some 70 Lots will be developed over 5 proposed stages.

The landscape of the entire subdivision is absolutely paramount to the overall success of Nottingham. The boundary of Nottingham along Old Renwick Road and Murphy's Road has been completely enclosed. This will become a landscape feature with a mix of Photinia hedging plants and Schist/Stone fencing. Once this fast growing hedging has established this will completely block the external environments of the subdivision.

The DeLuxe Group is renowned for developing property with style. The Smith Family has very much been part of Marlborough for over 30 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 years property development. Covent Gardens in Springlands and the Marlborough Ridge Resort give testament to the quality of development which we are wishing to achieve both now and in the future.

Our aim is very much to protect the investment that everyone makes in Nottingham and not just the DeLuxe Group of companies. Nottingham is a community where all residents are very proud to be part of this prestigious subdivision and have constructed and landscaped their own residence to a very high standard. We have deliberately created a mix of sizes for Lots so that people wishing to have a smaller confined area in which to live may achieve this, whilst others who would like a bit of additional land around them are also able to enjoy their space.

Both Balmoral Mews and Hyde Place, which occupy 20 of the 70 Lots, will have stricter Covenants placed upon them. The roading will be completely cobbled. This will help to keep the overall image of Nottingham very high in people's minds.

The Covenants for Nottingham are deliberately set to be strict so as to protect your long term investment and so that you have the opportunity to enjoy Capital gains into the future.

Greg Smith ó Managing Director

Property Division and Business Development -**DeLuxe Group Limited**

Nottinghill



Covenants – Stage 4

Protective Covenants – Released - September 2009 – Lots 27- 47

1. Vision

- 1.1. 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 Nottinghill. 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 materials will not be allowed and some Lots have been designated for two storey homes only. Further definitions are outlined in this document.
- 1.2. The overall Subdivision will be completed in a number of Stages. Both Balmoral Mews and Hyde Place will be constructed using a cobblestone structure carriageway. The Covenants for these two stages (approx 25% of the subdivision), will require a more stringent design process with some of the houses required to be two storey. Large stone structure columns will feature throughout the subdivision. This will give a true English look and feel.

2. Architectural Committee

- 2.1. An Architectural Committee has been established. This Committee is selected by Nottinghill Properties 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 Nottinghill Properties Limited, or its nominee. The contact person is Greg Smith, DeLuxe Group Limited, 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 Nottinghill Properties Ltd, 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 200 square metres including garaging.
- 3.5. The minimum building cost will be \$257,250 including GST but excluding chattels and landscaping. This cost is based on the Building Price Index as at December 2008 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. Nottinghill Properties Ltd 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 Nottinghill Properties 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 Nottinghill Properties Limited Trust account and refunded when the project is complete and Nottinghill 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. No Lot shall be further subdivided.

3.10. **Information to be supplied shall include the following:**

3.10.1. A Site Plan

3.10.2. Floor Plan

3.10.3. Elevations of all sides

3.10.4. Cross section indicating the roof pitch

3.10.5. Schedule of external colours being used

3.10.6. Schedule of materials being used

3.10.7. Schedule of dwelling areas

3.10.8. Outline of proposed fencing and material being used

3.10.9. Plan showing the driveway and material being used

3.10.10. Plan showing any permanent paving and materials

3.10.11. Detailed landscape plan. - (This may be supplied later)

3.10.12. 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 metres in height. (measured from the natural ground level)

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: -**

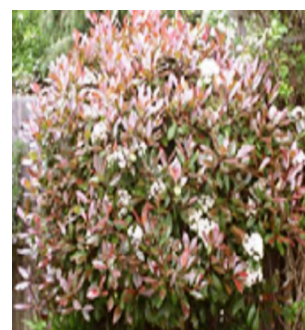
6.2.1. Natural Stone

6.2.2. Stucco

6.2.3. Plaster

6.2.4. Modern Brick or Block products including Hebel and Celcrete.

6.2.5. Natural timber products should only be 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 home shall be constructed entirely with a weatherboard look. Weatherboard shall only be used as a design feature and shall not cover more than 10% of the exterior cladding.



- 6.2.6. The developer is open to other building materials or changes to the use of materials covered within these Covenants, providing the Architectural Committee believes such a design has merit. This should be discussed in the conceptual planning stage and not left until the final approval process, so as to avoid additional design costs.

7. Roofing

- 7.1. Roofing material shall be either:
- 7.1.1. Slate or Bitumen Shingles or painted long run crest steel
 - 7.1.2. Concrete or Clay Tiles
 - 7.1.3. Decramastic Tiles
 - 7.1.4. Cedar



8. Guttering

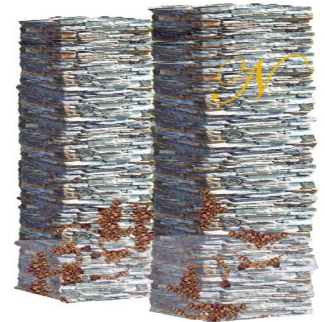
- 8.1. All gutters and down pipes must be either hidden or at least painted to match the colour of the dwelling.

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, 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 the Architectural 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 Lot.
- 9.4. All side and rear boundary fences, if constructed of timber, must be painted or stained using Watty Fence Finish . the colour is Ebony. This must be done prior to the property being sold, or prior to being occupied.
- 9.5. All side boundary fences which are visible from the road must have soft planting in front of at least 25% of the fence area.
- 9.6. 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.
- 9.7. Neither Nottinghill Properties Limited nor the Marlborough District Council can be required to contribute to the cost of fencing.
- 9.8. 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 Nottinghill Properties 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 Nottinghill Properties 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



11. Parked Vehicles once Residence is Occupied

- 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.
- 11.2. Any such vehicles are to be housed properly so that they are not visible from the roadway.

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 Nottinghill Properties Limited, within 3 months of the owner occupying the dwelling.
- 13.2. 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. Any dirt piles should be sprayed regularly to avoid weeds growing and becoming unsightly.
- 13.3. Nottinghill Properties may provide a grass mowing service to Lot owners at a monthly/ annual cost.
- 13.4. No excavation material, rubbish or builders waste or materials are to be deposited on any adjoining properties.
- 13.5. 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.
- 13.6. No Trades vehicles are to cross or park on the road berms during the house construction stage.
- 13.7. No hedges are to be grown higher than 2 metres.
- 13.8. No pinus radiata or cedus macrocarpa shall be grown within the Lot.

14. Road Berm Streetscape

- 14.1. Should Lot owners wish to move the allocated vehicle crossing then this must be approved and coordinated with the Developer . Nottinghill Properties Limited.
- 14.2. Any relocation of the vehicle crossing and maintenance of the landscaping affected will be at the Lot owners expense.
- 14.3. The removal or relocation of any landscaping within the road berm is not permitted unless written approval is given by either Nottinghill Properties Limited or the approval of the Reserves Department Manager, of the Marlborough District Council.
- 14.4. All Lot owners will be responsible for the maintenance of the road berm in front of their property.

15. Signage

- 15.1. No signage indicating a business is permitted unless written approval is given by Nottinghill Properties Limited.
- 15.2. Any Real Estate or For Sale signs must have been professionally designed and installed and may only be displayed for completed homes and not for vacant Lots. 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. All ancillary structures, which have public view from the roadway, shall be constructed using the same building materials as the dwelling.
- 16.2. 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.
- 16.3. No glass-house, tunnel house or like structure should be constructed which is visible from the road.
- 16.4. No fixtures shall be attached to the dwelling that in the opinion of Nottinghill Properties Limited are obtrusive.

17. Exercise of Discretions

- 17.1. Where any of the Covenants in this document require the exercise of a subjective discretion the judgement of Nottinghill Properties Limited shall be final and determinative.

18. Breach of Covenants

- 18.1. Where the servient owner commits a breach of any Covenant and that breach is ongoing, Nottinghill Properties 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 Nottinghill Properties 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.

19. Construction Guidelines and Controls

- 19.1. A detailed schedule outlining the Construction Guidelines and Controls, along with a Bond Agreement may be obtained from Nottinghill Properties Limited or from the DeLuxe Group website www.deluxegroup.co.nz/nottinghill.asp. This must be completed before any construction plans will be approved.

20. Expiry

- 20.1. The rights and obligations of Nottinghill Properties Limited to enforce these Covenants, other than Covenants in Clauses 2 and 3, shall terminate when Nottinghill Properties Limited ceases to be an owner of any allotments in the Nottinghill 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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Developing Property with Style