



SECTION INFORMATION INCLUDING COVENANTS & DESIGN GUIDE

7th RELEASE

Oakbridge has been designed and developed for those that are looking for a little more. This premium development requires each dwelling and landscaping plan to be approved in writing prior to construction to ensure a consistent high standard of housing throughout the development.

To be approved each dwelling must have special attention given to roof breaks, entrance features and street facades, be built on site and from individual designs and to be approved, each landscape plan must demonstrate visual appeal from the roadside.

Sovereign Palms Limited (SPL) have placed a number of covenants on each section, these covenants are separate to any council requirement. They are in place to give you peace of mind in the knowledge that all section owners are required to meet the same standards. Please refer to proposed covenants as listed in this Section Information, along with the required Consent Notices & Council Rules as listed in the Subdivision Consent which is loaded on our webpage www.suburbanestates.co.nz

This document is a summary only of the requirements and covenants.

**** an asterisk denotes an item that will be protected by Covenant on the section titles. These Covenants are a guideline only, the final form of covenants may change.***



DWELLING AND BUILDING LIMITATIONS AND SIZES *

Except with the prior written consent of SPL, the Purchaser shall not erect any dwelling or other structure on the Lot:

- other than one new dwelling house designed for and occupied exclusively by one household;
- higher than a single storey; and/or
- where the dwelling size is less than:
 - 180m² for lots with a net area of 600m² or over;
 - 160m² for lots with a net area of 500m² to 599m²;
 - 140m² for lots with a net area of 400m² to 499m²;
 - 100m² for lots with a net area of 399m² or under;

For dwelling setback, please refer to Christchurch City Council rules.

The dwelling must be built on site and from individual designs. No re-locatable, kitset homes or second-hand materials may be used except with prior written permission from SPL and in strict compliance with any conditions included in the said permission.



DESIGN GUIDE - ARCHITECTURAL FEATURES REQUIRED

The following is a list of items or features that are to help guide you to the level of design that will be accepted and ***must be approved by SPL prior to any Council Building Consent application*** and final signoff will be at the SPL's discretion.

Unless specifically authorised in writing by SPL, the following features must be included in the overall design to help maintain the integrity of the Development, and must be visible from the legal road, right of way, or access lot from which the dwelling obtains its access:

- 2x exterior cladding materials (1x main cladding and 1x contrasting cladding).
- Permitted exterior wall materials include clay brick, stained or painted weatherboard or Linea Board, concrete block masonry or pre-cast concrete, natural stone, stucco/plaster, bag wash, wide tray long-run pressed steel, cedar or similar suitable timber, glazing or any combination of the above.
- Any concrete block garage wall must be covered with the same exterior cladding as the majority of the dwelling or a suitable alternative agreeable to SPL.
- If brick, concrete block, or wide tray long-run steel is used as an exterior wall cladding, it can comprise of no more than 66% of the exterior solid wall area of the structure or otherwise approved by SPL (Red/orange coloured brick will be at SPL's discretion).
- Exterior colours used are to be of a monochromatic and/or recessive nature, whites, blacks, greys, or recessive colours. We also encourage the feature of natural materials, stone, pre-cast concrete or concrete block or wood.
- Roof pitch to be a minimum of 25 degrees. Alternative roof styles (such as monopitch) or other, may be considered on their merits, on a case-by-case basis if in the opinion of SPL, such pitch and style will not adversely affect the development, and any departure is justified and not requested primarily as a function of cost or convenience.
- Gable to gable (front to rear), or cross gabled roof line.
- Permitted roofing materials include tiles, (clay, ceramic, concrete, pressed steel), cedar shingles, slate, membrane or bitumen shingles or pre-painted long run pressed steel, and must be of dark, recessive colours. Alternative roofing materials and external cladding materials may be considered on their merits if in the opinion of SPL, those materials or claddings will not adversely affect the development.
- Gutters and downpipes shall be pre-finished or painted to exactly match the dwelling or the roof colour (or in a similar tone agreeable to SPL).
- Letterbox matching the cladding and colours of the dwelling.
- Full height windows visible from the street, or where the architecture dictates, long, elongated windows running horizontally. Small, bathroom type windows are not desirable to be visible from the street, and to be avoided where possible.
- If there is a chimney, a feature chimney which is boxed is preferred.
- Feature front doors with architectural handles.



LANDSCAPING GUIDE

A landscaping plan must be prepared and submitted to SPL for approval prior to landscaping commencing and final sign off will be at SPL's discretion. SPL will expect to see the following in any landscaping design:

- Pathways to front doors shall be highlighted as the main entry point. This can be achieved by using a different material or finish to the driveway, planting a garden strip separating the pathway from the driveway, or feature path lighting.
- A suitable amount, size, and height of planting is required to ensure an appealing transition between the dwelling and the street scape. The landscape plan must include sufficient detail to clearly identify plant quantities, location and species, together with all driveway specifications, fencing (including stain/paint colour, letterbox design and any other landscape features).

- SPL expects to see a degree of attractive landscaping at the front of all houses facing the street to help create an appealing streetscape for all residents. The area between the road boundary and the dwelling is to be landscaped and dressed with bark chips or feature stones
- Feature lighting including landscape lighting is preferred to be included in the overall design.
- Entry corner sites to the Subdivision must not erect any fence, plant plantings to obscure the entry feature walls to the subdivision. If there is a fence erected behind the entry walls, it must be screened with plantings and be on the Landscaping Plan for SPL's pre-approval.
- No tree shrub or other vegetation shall have a shade or other detrimental or negative affect on other buildings or neighbouring properties in the subdivision, now or at a later date



DWELLING, BUILDING & LANDSCAPING APPROVAL *

All approvals or consents required from SPL must be submitted in writing to SPL (or its appointed agent) prior to any work being carried out on the Land and prior to any Council Building Consent Application. Plans submitted for approval must be in accordance with Oakbridge Design Guide listed above, and must clearly show the following details:

- Site Plan
- Floor Plan - *Floor size must be shown (over framing)*
- Elevations
- Exterior Cladding, Roof, Window Joinery and External Door Materials & Colours
- Landscaping plan, driveway, fencing, letterbox design and any other landscape features
- Roof Design including breaks.
- Your front fence design (*if any*)
- Lot Number
- Services (such as low pressure sewer system) are to be screened (control boxes can be visible but must be placed as discreetly as possible, and the tank should be screened with appropriate planting)
- Letterbox location, colour & design details.

We will only consider processing your plans for approval once receiving the completed plan approval application form including **all** the appropriate information. Any preliminary approval required can only be deemed accepted by us when you are in receipt of our signature on the plan application form under 'preliminary approval'. Full approval will only be deemed accepted when you are in receipt of a full approval on letterhead including our signature. Phone conversations or e-mails with/from SPL will not satisfy the requirement for SPL approval to plans without a formal approval as detailed above.

Further points to note regarding approvals:

- Construction cannot commence until SPL approval has been issued in writing.
- SPL in their sole discretion may decline approval of all or any part of the dwelling plans, even if the covenants have been met. *You will be consulted about any issue.*
- SPL reserves the right to charge processing fees where any application has not been obtained prior to constructing commencing and/or if plans have already been approved, however have been lost and require reissuing.
- **Plans should be emailed to SPL - admin@suburbanestates.co.nz**

If we can be of any assistance during your design process, please contact us on (03) 366 3729.

Any approval from SPL is not a waiver of building code requirements, Council by-laws, District Plans or Land Covenants.

Disclaimer: Every person and/or entity acknowledges and agrees that upon submission of plans to SPL or its designated representative(s) for approval, they will not bring or threaten to bring any claim, action or proceedings against SPL or its designated representative(s) in relation to the plan approval process and/or any decision made thereunder. SPL shall have no liability whatsoever should any party proceed with design, construction or planting prior to completing the plan approval process.



OCCUPATION

No Building on any Lot may be occupied as a residence in any way until:

- (a) The Code Compliance Certificate(s) has been issued; and
- (b) The building has been completed in accordance with all the terms of these Covenants; and
- (c) All driveways, paths, fences and areas viewable from the street are properly grassed or/and landscaped in accordance with the approved plans.



COMPLIANCE BOND

On settlement the Purchaser shall pay to SPL a Bond of \$4,000.00 ("Bond") which SPL is entitled to apply towards repair or reinstatement of any damage caused to the infrastructure of the subdivision or to any neighbouring lots during the course of any construction or landscaping on the Property, and to ensure compliance with all covenants noted herein and/or registered on the title for the Property. The procedure for the refund or retention of the Bond shall be as follows.

The Bond shall not be refunded until the dwelling on the Property and the landscaping applicable to the Property have been completed. This requirement includes completion of all remedial tidy up works to the Property to a standard reasonable required by SPL.

At any time up to six months after the issue of a Code Compliance Certificate for the first dwelling built on the Property, the Purchaser shall be entitled to apply to SPL for the refund of the Bond. The application shall be in writing and must be accompanied by a copy of the Code Compliance Certificate for the dwelling.

As soon as practicable after receipt of the Purchaser's application, a representative of SPL will inspect the Property to determine if there has been any damage caused to the infrastructure of the subdivision (including roads, footpaths, berms, kerbs, trees and street furniture) or to any fences or neighbouring lots during the course of construction of the dwelling, and compliance with the covenants registered on the title for the Property.

If in the opinion of SPL there has been damage caused or the covenants have not been complied with, SPL shall notify the Purchaser in writing of the particulars of the damage or non-compliance and will specify a timeframe within which repairs, reinstatement or compliance must be completed or achieved.

If at the expiry of this period (or such later date as SPL may agree in writing), the Purchaser has not repaired or reinstated the damage or achieved compliance with the covenants, SPL will be entitled to apply the Bond in meeting the cost of repair, reinstatement, or compliance. Any balance of the Bond remaining after the repair, reinstatement or compliance shall be refunded to the Purchaser.

If in the opinion of SPL after carrying out the inspection above there is no damage caused and the dwelling complies with the covenants, SPL shall refund the Bond to the Purchaser.

SPL is not obliged to hold the Bond in a separate account nor to account to the Purchaser for any interest earned on the Bond.

If the Purchaser does not apply in writing for the refund of the Bond within six months of the issue of a Code Compliance Certificate for the dwelling, SPL shall be entitled to permanently retain the Bond at its sole discretion.



CONSTRUCTION ON SITE

Prior to any construction commencing on site:

- The purchaser agrees to partially construct the berm and kerb crossing, including driveway gravelling from the road kerb to 4m inside the section prior to construction commencing. *Note, please inform your builder there is an irrigation pipe behind the road kerb, which is to be avoided, but if broken SPL must be notified.*
- The gravelled driveway is expected to help weatherproof the site. HOWEVER, if wet weather makes it difficult such that silt or mud is being dropped on the adjacent roads, then work is expected to stop. You may be charged for any tidy-up of debris left on the roads that your builder is responsible for.
- The purchaser agrees to securely fence the entire perimeter of the section during construction. * *Temporary fencing that complies with Health and Safety regulations is required on the road & right of way boundaries during construction to ensure that the site is fully secured.*
- Once the purchaser takes possession of a section, whether they have paid in full or have deferred the final payment, the purchaser is solely responsible for all Health & Safety requirements, procedures, and liabilities.
- Ensure that all building sites have a skip and portable toilet installed. Not to allow any rubbish (including builder's waste materials or surplus mounds of soil) to accumulate or to remain unsecured, or to be placed upon the lot, or adjoining land or permit grass or weeds to grow to a height exceeding 75mm.



FENCING

Construction must not commence on site until all capped boundary fences are erected, unless specifically approved by SPL. This excludes road frontage and right of way boundaries. *

All front and side fences are to be setback one (1) metre from the road frontage boundary. * Also refer to SPL's Dimension & Fencing Plan. *Please note: Council have additional rules in relation to fencing, separate from SPL requirements.*

SPL will have all boundary fences erected (excluding road/R.O.W frontages and internal lot fences) at no cost to the Purchaser, however SPL provides no guarantee that this fencing will be complete prior to settlement.



LOW PRESSURE SEWER SYSTEM (Consent Notice)

When your home is being built, a pump system is required to be installed along with the rest of the drainage works. The purchase of the pump and installation is at the purchaser's cost. Please refer to separate information relating to this sewer system on www.suburbanestates.co.nz for full details of the installation requirements. **Please ensure your builder, drainage contractor and electrical contractor are provided with this information.**



SPECIAL CONDITIONS COVERED BY COVENANT *

The purchaser agrees that the purchaser will NOT:

- Further subdivide the lot
- The purchaser shall not construct or place on the land or permit to be on the land any caravan, hut or other structure, for any kind of permanent or temporary residential use other than a new dwelling or structure approved in accordance with the covenants
- Place or permit on the section any caravan, campervan visible from any road frontage.
- Allow any gas bottle, clothesline, sewer pump control box, exterior heat pump unit, rubbish bin, shed, glasshouse, pergola, boat, or similar to be visible from any road frontage, except with the prior written consent of SPL. All services must be screened off from the roadway.
- Construct any dwelling that is not built on site, each dwelling must be an individual design, no relocatable, kitset homes or second-hand materials may be used without specific written permission from SPL.
- Remove or relocate any tree, shrub, or landscape feature if it is within the front one (1) metre of the lot without the prior written consent of SPL.
- Construct a front or side fence within 1m of the road frontage boundary. Refer to Subdivision Consent and Council Rules.
- Allow their section (once settlement has occurred) to become untidy, prior to, during and after the build has been completed. To keep it rubbish free, including accumulation of builder's waste materials and mown to ensure the grass or weeds are not higher than 75 mm. You may be charged for any tidy-up required of debris left on the road, you, your builder, or contractor is responsible for.
- Build or use a show or display home without written consent from SPL.



WATER CONNECTION

It is up to the purchaser to coordinate the new water connection. Water connections (tobies) are not installed as part of subdivision construction, as per CCC requirements.

Applications for new residential water connections can be processed as part of a [Building Consent application](#). Once approved, the council will send their contractor out to make a connection into the potable water submain which is installed in the berm, approximately 300mm outside the lot boundary.



GEOTECHNICAL (Consent Notice)

This land is classified **Technical Category 2 (TC2)**. The subdivision Geotechnical Investigation Report is available on our website www.suburbanestates.co.nz. A sample report is on the website, and we expect your report to be very similar. Once the subdivision is complete, SPL will supply a Lot Specific Foundation Report free of charge. It will confirm the TC2 classification (equivalent) and make recommendations for your foundation design. This is likely to be a TC2 equivalent Waffle Slab, which is very standard for this area. Some lots may be able to be classified full TC1 and therefore could reduce the foundation to a NZS 4431 standard foundation. In the unlikely event the report does not confirm TC2 or TC1 (equivalent) you will be given 5 working days to either approve this report and therefore confirm your contract or cancel your contract.



BUILDING TIMEFRAME

You are required to commence construction within 1 year of the date of purchase and complete the home and landscaping within 1 year of the start of construction (or by agreement by SPL).

If your section is not being kept to a tidy standard, SPL have the right to charge you for maintenance work, to keep it to the standard required.



DRIVEWAY LOCATION & DWELLING POSITION

The resource consent requirements state all street trees are to be planted at a minimum distance of 2 metres or more away from any driveway. If you are submitting your plans for approval prior to the street trees being in place, you will be asked to determine where you believe your driveway will be located. This could avoid a requirement for you to obtain resource consent as we can then attempt to place our street trees 2 metres or more away from your driveway. Driveway and dwelling locations and orientations will also require careful consideration to allow for services, trees, fencing, walls and other landscaping features. Before building consent is applied for, SPL recommends a surveyor locate all services, trees, fencing, walls, and other landscaping features either currently onsite or to be built onsite, and driveway and dwelling positions are design to suit. SPL takes no responsibility for any additional costs required due to any failure to check such matters prior to design.



FOOTPATH REINSTATEMENT

Where an excavation or pavement damage has occurred, the full width of any affected footpath must be reinstated in the same material and to a standard equivalent to the original surface.



PRIVATE RIGHT OF WAY (Right of Way easement document)

Where a property is served by a private right of way, the property owner (in conjunction with neighbouring owners who share the use of the right of way) shall have the responsibility for the maintenance of that right of way. This includes any lighting if present and associated running costs.



OAKBRIDGE IS A FIBRE READY SUBDIVISION

Any new homes built in the subdivision should be installed with telecommunications cabling that complies with the Telecommunication Carrier's Wiring Code. Information about this code and wiring requirements is available on the website. www.enable.net.nz/for-home/preparing-your-home/



REAL ESTATE SIGNAGE

Signage on individual lots must be professionally sign written and installed. Signage marketing the dwelling for sale, or Health and Safety signs are permitted only. Any signage indicating a business will be only permitted if it is acceptable to SPL and prior written consent is obtained by SPL. *



MAINTENANCE

Prior to, during and after construction, the section must be maintained in a clean and tidy manner. No rubbish, builders waste or grass weeds higher than 75mm is allowed to accumulate or be placed on the lot or any adjoining lot. Should damage occur to landscaping, irrigation, berms or kerbs, the Purchaser shall immediately notify SPL and there may be a charge to repair the damage.



ENFORCEMENT *

If there is any breach or non-observance of any of the Covenants, SPL (along with other benefiting lots) has the right to give written notice to the party or parties in breach. If SPL gives written notice to the party or parties in breach, then the party or parties in breach agrees to and shall at their cost:

- (a) Forthwith upon receipt of the SPL notice make every endeavour and take all required steps to remedy the breach or non-observance of any of the Covenants; and
- (b) Carry out such other remedial work specified in the SPL notice and any other work required to remedy the breach or non-observance of any of the Covenants.
- (c) Pay Sovereign Palms Ltd (SPL) making such demand as liquidated damages the sum of \$150.00 per day for each and every day that such breach or non observance continues after the date on which the written demand has been made

SPL shall have no obligation to pursue any breach of Covenants, and any decision to do so shall be at SPL's sole discretion.



LAND ZONING

Oakbridge is zoned Residential New Neighbourhood.



SCHOOL ZONES

The following schools are all zoned for Oakbridge residents.

- Redwood Primary School
- Casebrook Intermediate School
- St Bede's College
- St Andrew's College Primary & Secondary School
- Marian College
- Mairehau High School

We recommend you call the individual schools direct to confirm the accuracy of this information, as this information can be subject to change.

Should you require any further clarification please do not hesitate to contact our office.



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Disclaimer: This document is a summary of the proposed design requirements, Covenants and plan approval process. SPL takes no responsibility for the Purchaser relying on the above information when making their decision to purchase a section.