



SECTION INFORMATION INCLUDING COVENANTS & DESIGN GUIDE

1ST RELEASE

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

Country View has been designed and developed for those that are looking for a little more. This boutique 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.

Suburban Estates Limited (SEL) 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.

** an asterisk denotes an item that will be protected by Covenant on the section titles.*

DWELLING SIZES *

- Only one dwelling per section is permitted. No dwelling higher than a single storey shall be erected on the lot, except with the written consent of SEL. Any structure that requires a building consent (including ancillary buildings) will require SEL plan approval prior to construction.

Minimums; 180m² for sections with a net area of 600m² or over;
 160m² for sections with a net area between 500m² and 599m² (both inclusive);
 140m² for sections with a net area between 400m² and 499m² (both inclusive);
 100m² for sections with a net area of 399m² or under.

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

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 SEL prior to any Council Building Consent application and final signoff will be at the SEL's discretion.

Unless specifically authorised in writing by SEL, 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, corten steel, cedar or similar suitable timber, glazing or any combination of the above.

- 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 SEL (Red/orange coloured brick will be at SEL'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, wood, metals such as corten steel.
- In general, we encourage roof designs to be varied with a mixture of steeper pitched gables or mono-pitched, that will create visual interest and variety within the house forms. A mixture of roof styles within our subdivision is encouraged. With Mono-pitch style, at least two separate and contrasting roof planes should be provided with a variance in height to differentiate. Roof forms will be assessed on a case-by-case basis. Acceptance is at the discretion of SEL and approved upon architectural merit.
- 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 SEL, 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 SEL).
- 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 TO BE APPROVED BY SEL PRIOR TO COMMENCEMENT

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. A Landscape Plan must be submitted to SEL for approval also.

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 SEL's pre-approval.

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 SEL and prior written consent is obtained by SEL.

DWELLING APPROVAL. *

To ensure consistent quality the plans for each dwelling and landscaping, must be approved in writing by SEL **prior** to any Council Building Consent application. Plans submitted for approval must be in accordance with Country View 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 & Colours must be shown*
- Frontage Landscaping plan and entrance features
- Roof Design including breaks – *Material and colour must be shown*
- Your front fence design *(if any)*
- The purchaser agrees that any concrete block garage wall must be covered with the same exterior cladding of the majority of the dwelling or a suitable alternative agreeable to SEL
- Lot & DP Number – *DP's are on Sales & Purchase Agreements or our website (Please note the DP number changes on issue of new Title – Correct DP number must be shown)*
- Services are screened (control boxes can be visible but must be placed as discreetly as possible)
- Letterbox location & design details

We will process your plans once receiving a completed plan approval application form including **all** the appropriate information.

- Construction cannot commence until approval has been issued in writing.
- SEL 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.*
- SEL 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 SEL - admin@suburbanestates.co.nz

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

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

DWELLING CONSTRUCTION

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.*

- 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.

FENCING

Construction must not commence on site until all capped boundary fences are erected, unless specifically approved by SEL. 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. *

SPECIAL CONDITIONS COVERED BY COVENANTS *

The purchaser agrees that the purchaser will NOT:

- a) Construct, place or permit on the section any caravan, hut or other structure, for any kind of permanent or temporary residential use.
- b) Allow any gas bottle, clothesline, exterior heat pump unit, rubbish bin, shed, glasshouse, pergola, boat, caravan, campervan or similar to be visible from the roadway adjacent to the land, except with the prior written consent of SEL. All services must be screened off from that roadway.
- c) Construct any dwelling that is not built on site, each dwelling must be an individual design, no re-locatable, kitset homes or second-hand materials may be used without specific written permission from SEL.
- d) Only one dwelling per section is permitted.
- e) No dwelling higher than a single storey shall be erected on the lot, except with the written consent of SEL.
- f) 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 SEL.
- g) Construct a front or side fence within 1m of the road frontage boundary. Refer to Subdivision Consent and Council Rules.
- h) Allow their vacant section to get untidy and shall keep it rubbish free including accumulation of builder's waste materials and mown to ensure the grass or weeds are not higher than 75mm. You may be charged for any tidy-up required of debris left on the road you, your builder or contractor is responsible for.
- i) Build any show or display home without written consent from SEL.

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. **SEL insists the sewer control unit be placed as discreetly as possible.** 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.

GEOTECHNICAL (Consent Notice)

This land is classified **Technical Category 2 -TC2 (equivalent)**. The subdivision Geotechnical Investigation Report is available on our website www.suburbanestates.co.nz. A sample report is also on the website and we expect your report to be very similar.

Once the subdivision is complete, SEL will supply a Lot Specific Foundation Report free of charge. It will confirm the TC2 (equivalent) classification and make recommendations for your foundation design. This is likely to be a TC2 equivalent Waffle Slab, which is very standard for this area.

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 SEL).

If your section is not being kept to a tidy standard (see additional clauses), SEL have the right to charge you for maintenance work, to keep it to the standard required.

DRIVEWAY LOCATION

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. Post purchase, 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 will endeavour to place our street trees 2 metres or more away from your driveway.

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.

ON-SALE OF THE PROPERTY

The Purchaser agrees not to sell, transfer or otherwise effectively dispose of the Property prior to:

- (a) the issue of a Code Compliance Certificate for the first dwelling to be built on the Property; and
- (b) the dwelling built on the Property complying with all land covenants registered on the title for the Property, unless the Vendor has consented in writing to the sale, transfer or disposal.

The parties agree that, as a reasonable condition of the Vendor consent, the Vendor shall be entitled to sight the proposed agreement for sale and purchase (or other instrument of transfer/disposal) to ensure that:

- (a) the covenants/conditions of this agreement are replicated into the that agreement or instrument; and

(b) the sale price is at a level that the Vendor in its sole discretion considers fair taking into account the purchase price in this Agreement.

The parties agree that in the event of the Purchaser breaching this the Vendor shall suffer a loss ("the Loss") quantified as the greater of:

(a) the sum of \$50,000.00 as liquidated damages; or

(b) such sum as calculated to represent the actual loss suffered by the Vendor as a result of such breach,

and the Purchaser shall pay to the Vendor the amount of the Loss within 5 working days of the breach occurring.

COMPLIANCE BOND

On settlement the Purchaser shall pay to the Vendor a Bond of \$2,500.00 ("Bond") which the Vendor 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 construction of the dwelling 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 the Vendor.

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 the Vendor 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 the Vendor will inspect the Property to determine if there has been any damage caused to the infrastructure of the subdivision (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 the Vendor there has been damage caused or the covenants have not been complied with, the Vendor 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 the period referred to in clause 21.5 (or such later date as the Vendor may agree in writing), the Purchaser has not repaired or reinstated the damage or achieved compliance with the covenants, the Vendor 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 the Vendor after carrying out the inspection in clause 21.4 there is no damage caused and the dwelling complies with the covenants, the Vendor shall refund the Bond to the Purchaser.

The Vendor 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, the Vendor shall be entitled to permanently retain the Bond at its sole discretion.

COUNTRY VIEW 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/

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 be 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 SEL and there may be a charge to repair the damage.

LAND ZONING

Country View is zoned Residential New Neighbourhood.

SCHOOL ZONES

The following schools are all zoned for Country View residents. Disclaimer: While every effort has been made to ensure the information displayed is accurate, please check details directly with the school before making decisions based on this information. Information acquired from <https://www.educationcounts.govt.nz/>

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| • Te Kōmanawa Rowley School (Year 1-6) | Phone: 03-338 2472 |
| • Seven Oaks School (Year 1-8) | Phone: 03-377 8603 |
| • Halswell School (Year 1-8) | Phone: 03-322 7038 |
| • Knights Stream School (Year 1-8) | Phone: 03-928 1050 |
| • Aidanfield Christian School (Year 1-15) | Phone: 03-338 8153 |
| • Seven Oaks Secondary School (Year 9-15) | Phone: 03-377 8603 |
| • Hillmorton High School (Year 9-15) | Phone: 03-338 5119 |

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



Suburban Estates Ltd

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