

Pepe Ridge



Design Guidelines and Land Covenants

Contemporary Coastal Living
Tairua, New Zealand

1.0	Vision	Page 04
2.0	Design Approval Process	Page 05
3.0	Design Approval Fees	Page 06
4.0	General Land Covenants and Other Guidelines	Page 07
5.0	Disclaimer	Page 08
6.0	Scheme Map	Page 10
7.0	Land Covenants	Page 11
8.0	Specific Design Controls	Page 12
9.0	Restrictions on Land Use	Page 14
10.0	Building Construction	Page 16
11.0	Fencing Covenant, Trees, and Access and Maintenance Costs	Page 17
12.0	Breaches Of Developer’s Approval	Page 18
13.0	Liability	Page 19
14.0	Contact	Page 21



Stage 1 - The Cantilever House / Architect MDA Studio / Builder Turner Builders / Photographer Sam Hartnett



1.0 Vision

The following guidelines seek to ensure the development of a high quality lifestyle community that compliments its surrounding landscape, and ensure the quality of the neighboring homes, minimize the impact on the local landscape, and provide security for investors.

Pepe Ridge is expected to be a high quality community providing a mixture of housing across a range of residential lots sizes. These Design Guidelines are intended to assist Pepe Ridge to develop a strong sense of local character through the use of housing design styles, construction materials and colour pallets. Pepe Ridge seeks to achieve a blend of consistency in material palette and theme whilst allowing for originality and innovation in design.

*Design Guidelines may be amended from time to time by Pepe Ridge Limited at its discretion.

2.0 Design Approval Process

No purchaser or lot owner shall commence construction of any building or any landscaping on any lot without having first obtained the written approval of Pepe Ridge Limited to the plans and specifications of that building and/or landscaping. This is called design approval.

The purchaser or lot owner must submit its design approval application to Pepe Ridge Limited and it is strongly recommended that design approval is obtained prior to submission of any application for building consent.

The design approval application must include the following:

- Overall Site Plan—the site plan should clearly illustrate the building location and footprint, exterior hard surfaces, driveway position, fencing, site coverage calculations, setback dimensions and general levels or contour information;
- Floor plans of all buildings;
- A full set of elevations including all sides of the building with heights and dimensions. This shall include a preliminary description of exterior materials, finishes and colours;
- An overall landscape plan showing patios, decks, outdoor areas, the general landscape layout including the design of the front yard or yards adjoining reserves, including location of fences, walls, trees, lawn, planting beds and other landscape features, such as garden art or sculptures;
- 3D perspective renders at conceptual quality as seen from the street at eye level or other appropriate angle and viewpoint;
- Any non-complying matters shall be clearly annotated on plans.
- PRL may, at its discretion, request additional documentation and/or information in order to consider any application for design approval.
- Notwithstanding any other provision of these guidelines, PRL may agree to exemptions or departures to these Design Guidelines at its sole discretion.
- PRL acknowledges that new materials, colours, textures and tones are continuously being developed and as such are open to consider materials and colours that are not currently listed within these Design Guidelines. Any such proposed departures from the Design Guidelines must be clearly highlighted in the design approval application. The approval of any departure is at the sole discretion of PRL.
- PRL design approval is final and at the sole discretion of PRL. PRL will endeavor to review all design approval applications in a timely manner. However, neither PRL will accept liability for delays in processing or obtaining design approval.

Applications for design approval must be submitted to Pepe Ridge Limited using the following contact details:

Pepe Ridge Limited
design@peperidge.co.nz



3.0 Design Approval Fees

There is a one off fee associated with the Design Approval Process that captures Design Review Board costs. The fee outlined below will be charged to the applicant once approval has been completed and must be paid prior to construction commencement.

Review and issue approval fee \$495.00



4.0 General Land Covenants and other Guidelines

The Covenantor so as to bind the Burdened Land, covenants and agrees with the Covenantee for the benefit of the Benefited Land and the registered proprietors or owners of the Benefited Land from time to time that the Covenantor shall always observe and perform, and will do, or as the case may be required, omit to do, all things necessary to ensure that the registered proprietors from time to time of the Burdened Land shall always observe and perform, the covenants set out in this Instrument to the end and intent that these covenants shall endure for the benefit of the Benefited Land.

5.0 Disclaimer

- This document is to be read separately to Local Authority and other regulatory requirements. The Design Approval Process does not assess compliance with the Regulations, and Pepe Ridge Limited does not accept liability for ensuring compliance with the Thames Coromandel District Councils conditions of consent.
- The Purchaser must complete any building within two (2) years of commencement of laying down the foundations for such building and within a further nine months complete all ancillary work such as fencing, sowing of lawns, and landscaping, and further (within that latter nine months) construct in a proper and trades man like manner a driveway or vehicle access of a permanent continuing surfacing. The building must not be occupied by the Covenantee or any other person until the exterior of the building is completed.
- The Covenantor shall not at any time bring onto or allow to remain on the property any house-truck or house-bus unless garaged or screened.
- The Covenantor shall ensure any heavy equipment and/or materials/machinery is sufficiently garaged or screened to preserve the amenities of the neighbourhood and to prevent noise likely to cause offence to residents in the subdivision. No commercial vehicles trailers are to be regularly parked on the road or any footpath or in front of the building line of the dwelling on the property.
- The Covenantor shall not permit any rubbish to accumulate or to be placed on the property.

The Covenantor must:

- Reinstatement or be responsible for all costs arising from damage to the landscape roadings footpaths, curbs, concrete or other structures in the subdivision arising from the Covenantee's use of the land directly or indirectly through the Covenantee's agents or invitees.
 - (a) Indemnify the Covenantee from all proceedings costs and demands in respect of any breach of these building covenants.
 - (b) Keep all animals on the property in a husband like manner and not neglect any animal.

Waiver of covenants:

Notwithstanding these covenants, the Covenantee shall be entitled to waive strict compliance with these covenants provided that the Covenantee decides in its sole discretion that the proposed amendments are generally in accordance with the aim expressed herein and in accordance with the continued harmony of the property with the subdivision generally and for the avoidance of doubt of the decision as to this waiver by the Covenantee shall be final and not subject to any review whatsoever.

Breaches of covenants:

Each person bound by these covenants herein shall only be liable in respect of breaches of the restrictive covenants contained herein that occur while that person is the registered proprietor of the lot in respect of which the breach occurs.

The Covenantor covenants and agrees that:

If the Covenantor does not observe and perform all of the covenants at all times, the Covenantee may serve notice on the Covenantor requiring the Covenantor to remedy the non-compliance within a reasonable period of time specified in that notice.

(a) If the Covenantor does not remedy the non-compliance referred to above within the period specified, the Covenantee may:

- (i) Charge the Covenantor a daily fee of \$100.00 until the non-compliance has been remedied; and
- (ii) Enter onto the said land where the non-compliance has occurred and either remedy the non-compliance or remove any non-complying works; or
- (iii) Authorise any contractor or agent to enter onto the property where the non-compliance has occurred and either remedy the non-compliance or remove any non-complying works; and
- (iv) Recover the costs of its actions taken under this clause from the Covenantor.

The Covenantee may take any other action it considers reasonably necessary to prevent a breach of any covenant including (but not limited to) requiring construction of any improvements on the lot to cease pending remedy of such breach.

Liability:

- The Covenantee, nor any member, employee, agent, or contractor of the Covenantee shall not be liable to any Covenantor or occupier of the lot for any loss, damage or injury arising out of or in any way connected with any recommendation, approval (conditional or unconditional) or rejection given in reliance of these covenants unless due to bad faith, or a criminal act or for any breach by any of the registered proprietors or owners from time to time of the Burdened Land.
- Building approvals given by the Covenantee shall not be construed as certifying compliance of any works with any laws or Territorial Authority requirements or other approvals required by other agencies for the work comprised in any development.



6.0 Scheme Map

*All areas are approximate and subject to final survey

7.0 Land Covenants

Draft Land Covenants – Pepe Ridge. Unless the context otherwise requires:

Definitions:

- **“Covenant”** or **“Covenants”** means the covenants set out in this instrument.
- **“Developer”** means Pepe Ridge Limited, being the entity carrying out the Development, including its successors and assigns.
- **“Development”** means the residential development undertaken by the Developer known as **Pepe Ridge** being the subdivision depicted in Deposited Plan which is intended to be established as a modern and well-designed subdivision.
- **“Dwelling”** includes any residential dwelling, any garages, any accessory building or other structure.
- **“Improvements”** includes any Dwelling to be erected on the Land and shall also include (but shall not be limited to), driveways, concrete works, pathways and landscaping.
- **“Land”** means all of the land to be contained in records of title (inclusive).
- **“Lot”** or **“Lots”** means a lot or lots comprised within Deposited Plan
- **“Owner”** or **“Owners”** means those Covenantors or Covenantees (as the case may be) who are the registered proprietors for the time being of a Principal Lot, including that Owner’s agents, contractors and assigns.
- **“Principal Lot”** means each of lots 1 to (inclusive) comprised within Deposited Plan

Interpretation:

- a. **Headings:** Clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this instrument.
- b. **Defined Expressions:** Expressions defined in the main body of this instrument bear the defined meaning in the whole of this instrument including the recitals.
- c. **Plural and Singular Words:** Words importing the singular number shall include the plural and vice versa.
- d. **Negative Obligations:** Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- e. **Successors Bound:** This instrument binds and benefits the parties and their heirs, executors, successors and assigns in perpetuity and also any lessee or occupier of any Lot.

8.0 Specific Design Controls

No Improvements shall be commenced or erected or permitted to be commenced or erected on any Principal Lot by any Owner except where:

- a. The final building plans and specifications (as intended to be submitted to the Territorial Authority for a building consent) including full details of all exterior design and finish (preferably in natural shades), the location of the proposed Dwelling on the Principal Lot, and details of fencing, driveways and front yard landscaping for the Improvements have first been approved in writing by Mackit Architecture acting for the Developer. Approval is entirely at the discretion of Mackit Architecture in all respects and must be provided in writing before a building consent is applied for and/or any site work commences.
- b. The Improvements are constructed, erected and situated in accordance with the plans and specifications first approved in writing or in such other manner as Mackit Architecture shall first approve in writing.
- c. The Owner shall not, without the prior written approval of Mackit Architecture:
- d. Erect or allow the erection of more than one single storey residential Dwelling, one garage (attached or unattached) and one accessory building on any Principal Lot.
- e. Erect or allow any Dwelling to exist on any Principal Lot with a floor area of less than 130 square metres (the floor area to be exclusive of garaging, roof overhangs, verandas and any other accessory building).
- f. Permit or allow the removal onto any Principal Lot of any pre-built, transportable or relocatable house or existing house which has been previously lived in.

The Owner shall not:

- a. Erect or allow on the Principal Lot any Improvements which are not architecturally complimentary to the Development, with the intention being that such Improvements must merge with the environment of the Development and the natural beauty of the area.
- b. Erect any roof on any building on the Principal Lot in other than factory-coloured pre-finished products.
- c. Erect or allow to be erected on the Principal Lot any building that shall have more than 25% of the exterior wall areas, excluding gable ends, clad in kiln fired or concrete brick.
- d. Make any additions or alterations to any existing Dwelling on the Principal Lot that is inconsistent in finish, quality and appearance with the first Dwelling constructed on that Principal Lot.

- e. Commence construction on the Principal Lot until a vehicle crossing of no more than four (4) metres width has been installed in a style and position approved by Mackit Architecture in writing, the kerb cut down at the crossing, and the driveway from the road to the Lots formed and suitably based. For the avoidance of doubt such works are to be at the expense of the Owner.
- f. Use or permit to be used on the Principal Lot any second-hand building or fencing materials of any kind.
- g. Erect or permit to be erected on the Principal Lot:
 - i. a long-run iron, panel steel, un-textured flat cement or plywood fence;
 - ii. a front yard fence and/or gate which exceeds 0.9 metres in height above natural ground level;
 - iii. any gateposts or columns adjacent to any part of the vehicular access to any Principal Lot which exceed 1.2 metres in height above natural ground level;
 - iv. a shelter belt or boundary plantation higher than ten (10) metres; or
 - v. any aerials, satellite dishes or other communication receivers of a commercial nature.
- h. Not to place any clothesline or any other apparatus for drying clothing in direct site of Council vested road or any other right of way access to any of the Principal Lots.

9.0 Restriction on Land Use

The Owner shall not:

- a. Permit the carrying on of any trading, commercial, industrial or other non-residential activity on the Principal Lot with the exception of:
 - i. a homestay or bed and breakfast establishment accommodating no more than four (4) guests in addition to the Owner and the immediate family of the Owner; or
 - ii. an office used only by the Owner and the immediate family of the Owner.
- b. Allow on any Lot any activity which creates a nuisance, disturbance or damage to any Owner or occupier of any other Lot.
- c. Allow any unreasonable off-site glare from any lighting on any Lot, such as permanent spotlights.
- d. Allow or permit any caravan, truck, bus, broken down vehicle, trailer, machinery, shed, tent, temporary structure, or other unsightly object (not including any motor car, small van, or utility truck that is in good working order, repair and appearance) to be parked or remain on any Lot or any internal road of the Development for any material period of time unless, in the case of a Principal Lot, it is adequately screened or garaged in a satisfactory manner to prevent offence to any other Lot and to preserve the amenities of the Development.
- e. Subdivide the Principal Lot or apply for a subdivision consent of any kind whatsoever in respect of any of the Lots, and not to cross-lease or convert the Principal Lot to unit title.
- f. Allow any Improvements on any Lot to become dilapidated or to fall into disrepair.
- g. Allow or permit the erection of any temporary building or structure upon the Principal Lot except such as may be used in conjunction with the construction of a Dwelling on the Principal Lot and which will be removed from the Principal Lot upon completion of the Dwelling. The Developer shall have the right to require the removal, at the sole cost of the Owner, of any temporary building or structure which it considers in its absolute discretion not to be of a nature and type suitable to the Development.
- h. Allow noxious plants (including but not limited to thistles, ragwort, gorse, blackberry and convolvulus), animals and/or insects to infest any Lot and to take all reasonable steps to eradicate all such noxious plants, animals and/or insects on a Lot and any road reserve or berm at the front of the Lot.
- i. Use the Principal Lot for animal breeding/boarding kennels and allow any animals on the Principal Lot other than domestic pets which shall, without restricting the generality of such term, exclude poultry, goats, sheep, horses, cattle, beehives and pigs.

- j. Allow to be planted or grown on the Principal Lot any trees or shrubs (excluding any trees or shrubs existing on the Land prior to subdivision of the Land) in such a manner so as to inhibit the light of or views from any other Principal Lot in the Development.
- k. Allow any permitted animals to be a nuisance to any Owner or occupier of any other Principal Lot.
- l. Erect any sign or permit any sign to be displayed on any Lot or any other part of the Development of a permanent nature, without the prior written approval of the Developer.
- m. Permit or suffer any rubbish to accumulate upon any Lot nor permit any excessive growth of grass on the Lot or the road berm adjacent to the Lot so that the same exceeds 100 mm in length or otherwise becomes unsightly.

10.0 Building Construction

The Owner shall not:

- a. during the construction of any Improvements or services on the Principal Lot, ensure all construction materials, rubbish and excavation materials are stored within the boundaries of the Principal Lot and that adequate rubbish disposal containers are provided within the Principal Lot to hold and control waste materials and to prevent them being wind-blown onto adjoining Lots or roads;
- b. ensure the Principal Lot is clean and tidy and all waste or excess material removed from the Principal Lot within one (1) month of completion of the construction of any Improvements; and
- c. ensure that no damage or disturbance is caused to any part of any road, footpath, reticulated service, berm, curb, survey peg, street light or landscaping within the Development or any other Lot and in the event that any damage or disturbance is caused, the Owner of must within a reasonable time make good the damage or disturbance at its cost.

The Owner shall not make any use of any adjoining Principal Lot (whether occupied or not), or any berms (except at designated crossings) or footpaths for construction work or for access by vehicles.

The Owner shall complete the construction of any Improvements on the Principal Lot (including but not limited to the exterior colour finish, fences and landscaping) within eighteen (18) months of the date of commencement of construction of those Improvements. Completion shall mean and include the issue of a Code Compliance Certificate from the Territorial Authority for the Dwelling.

No Principal Lot shall be occupied or used as a residence until (at the Owner's expense):

- d. any Dwelling under construction has been substantially completed in accordance with the requirements of the Territorial Authority (including but not limited to the issue of a Code Compliance Certificate);
- e. all required reticulated services are connected; and
- f. all vehicle crossings to the Principal Lot and driveways are completed in accordance with these Covenants and otherwise to the Territorial Authority's standards and specifications.

11.0 Fencing Covenant, Trees, and Access and Maintenance Costs

The Owner shall not require the Developer to repair or contribute towards the cost of erection or repair of any dividing or boundary fence between any Lot and any adjoining land owned by the Developer, but the benefit of this fencing covenant shall not enure to any transferee of such adjoining land.

The Owner shall at all times have regard to the amenity value that the existing trees located on each Principal Lot within the Development, and shall not remove any trees within any Principal Lot without the prior written consent of the Developer. The purpose of this clause is not to restrict the Owner of a Principal Lot from removing or maintaining any existing trees but such removal must be justified as being for safety reasons, or for the purpose of clearing a building site for the Owner's Dwelling or other Improvements, or where those existing trees, in the reasonable opinion of the Developer, unduly interfere with that Owner's quiet enjoyment of the Lot. The concept of "quiet enjoyment" is not defined, for the purposes of this clause, as a justification for the removal of trees within a Lot for the placement of a newly constructed Dwelling and/or other Improvements.

12.0 Breaches Of Developer's Approval

If any Owner does not comply with any specifications or conditions of the Developer's approval required pursuant to these Covenants, the Developer may serve notice on the Owner requiring him, her or them to remedy the non-compliance within a reasonable period of time specified in that notice.

If the Owner does not remedy the non-compliance referred to in clause 6.1 above within the period specified, the Developer may:

- a. enter onto the Lot where the non-compliance has occurred and either remedy the non-compliance or remove any non-complying works, at the cost of the Owner; or
- b. authorise any contractor or agent to enter onto the Lot where the non-compliance has occurred and either remedy the non-compliance or remove any non-complying works at the cost of the Owner; and may
- c. recover the costs of its actions taken under this clause as a liquidated debt from the Owner.

The Developer may take any other action it considers reasonably necessary to prevent a breach of any Developer's approval referred to in this Covenant including (but not limited to) requiring construction of any Improvements on a Lot to cease pending remedy of such breach.

13.0 Liability

The Developer, nor any member, employee, agent, or contractor of the Developer is not liable to any Owner or occupier of any Lot for any loss, damage or injury arising out of or in any way connected with any recommendation, approval (conditional or unconditional) or rejection given in reliance of these Covenants unless due to bad faith, or a criminal act.

Any requirement in this Covenant to submit plans and specifications for any Improvements to the Developer, or to obtain the Developer's approval, will cease to apply six (6) years after the date of this Covenant (but without prejudice to the liability of any party for any breaches which have already occurred).

Approvals (conditional or unconditional) given by the Developer shall not be construed as certifying compliance of any works with any laws or Territorial Authority requirements or other approvals required by other agencies for that work.

If the whole or any part of a clause of these Covenants conflicts with any law or requirement of any relevant authority, it shall have no effect to the extent of the conflict.

Notwithstanding these Covenants, the Developer shall be entitled to waive strict compliance with the conditions of the Developer's approval provided that the Developer decides in its sole discretion that the proposed amendments are generally in accordance with the aims expressed herein and in accordance with the continued harmony of the Development generally and for the avoidance of doubt any decision as to this waiver by the Developer shall be final and not subject to any review whatsoever.



Contemporary Coastal Living

Harcourts
Coromandel Beaches

Sales:

Adam Fuller
M. +64 22 018 0856
E. adam.fuller@harcourts.co.nz
W. www.peperidge.co.nz

Design Applications:

E. design@peperidge.co.nz
W. www.peperidge.co.nz

Harcourts Tairua
Coromandel Beaches Realty Ltd
Licensed Agent REAA 2008
238 Main Road, Tairua, 3508, New Zealand.