



Background

A. The Pinot Grove Subdivision has been planned as a premium residential subdivision featuring contemporary homes set in extensively landscaped surroundings.

B. Particular care has been taken to ensure details such as roads, footpaths, landscape planting, hedging, street lights and other public spaces achieve a high quality development. It is intended that these high standards will be continued in the design of buildings and landscaping on each individual site. These development guidelines are intended to assist owners to achieve coherence between all the elements of the subdivision with high standards of workmanship and innovative building design.

C. All building development and landscaping on individual sites within the subdivision will require the prior approval of Pinot Grove Ltd (referred to in these guidelines as The Developer). These guidelines (as amended and changed from time to time by The Developer) will provide the framework against which all building proposals are considered. This is intended to benefit all buyers by promoting, sympathetic and contemporary designs which will enhance values for all buyers in the subdivision. These guidelines are intended to provide comfort to buyers as to what neighbours can and cannot do.

THE COVENANTS

GENERAL COVENANTS

The Grantor covenants and agrees:

To observe and perform all the Covenants at all times; and

That The Covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement.

The Grantor covenants and agrees:

To pay the Grantee's legal costs (as between the solicitor and the client) of and incidental to the enforcement or attempted enforcement of the Grantee's rights, remedies and powers under this Instrument;

To indemnify the Grantee against all claims and proceedings arising out of a breach by the Grantor of any of its obligations set out in this instrument.

COVENANTS AS TO QUALITY USE AND OCCUPATION

Dwellings and Accessory Buildings

No custom built garages or sheds (eg Skyline, Ideal, Versatile type buildings) will be permitted unless expressly authorised by The Developer.

All building and site works within the development (including landscaping) shall require the proper written approval of The Developer whose consent shall not be arbitrarily withheld provided the building and site works (and related plans) meet any Development Guidelines from time to time set down by the Developer. A certificate signed by the Developer that a document represents the Developers Development Guidelines as at a specified date shall be conclusive evidence of this fact.

Building Location

No application for a resource consent to reduce any setback distance shall be lodged with the South Wairarapa District Council unless the Developer's prior written approval has been obtained.

All buildings shall be placed on the site with a sympathetic view to other sites in the subdivision.

There shall be no minimum house area. The emphasis is on contemporary design rather than a minimum dwelling size.

Maximum Height of Buildings

No part of any building shall exceed a height of 4 metres without the express written permission of the developer (excluding chimneys).

No window above 3 metres from ground level shall be accessible to the occupants such that they may view any other sites in the subdivision.

Relocated Buildings

No relocated buildings built prior to 1 January 2000 are permitted without the express written permission of the developer.

Temporary Buildings for construction purposes only

Builders sheds and portable toilets shall be permitted on any site only for the duration of construction of the residential dwelling on that site. They shall be positioned such that they are not predominantly visible from other sites through the use of screening such as hedges.

Building Design and Materials

All owners and The Developer shall have regard to the following building design principles when preparing and considering any application to develop a site:

- a. Overall coherence of design within the subdivision – which is important in creating and maintaining a built development of quality appearance but this will not be at the expense of innovative architectural design;
- b. The exterior colour and finish of all buildings (including all walls and roofs) should be in harmony with the surrounding landscape. In particular, colour finishes of all exterior surfaces should have a reflective value of 60% or less or alternatively should be in natural timber, stone or brick materials.
- c. Roofs must have either a pre-finished surface finish or be painted to minimise their reflectivity;

- d. Landscaping (including hard surfaces and planting) will be important to creating an integrated and attractive development and should be incorporated into the design for all buildings on the site and should be implemented within six months following completion of building construction.
- e. Swimming pools and spa pools should, as far as practicable, be built in ground. Where they are proposed to be above ground or partially above ground, they should be screened by landscape materials and/or planting to integrate them architecturally with the residential dwelling on the site. This requirement also applies to pool fencing;
- f. Second hand and recycled building materials will not generally be accepted except where they are of a high quality and are integrated into and form a coherent part of the proposed building or landscaping design;
- g. All on site exterior lighting should be directed so that it is contained within the site and does not create potential spill or glare nuisance on other sites or roads;
- h. All connections to reticulated services shall be underground

Landscape Planting

The purchaser will not permit any existing tree, or any tree planted, or cause to be planted by him (and including any self-seeding tree) on the property, to grow to a height that unreasonably restricts the access of sunlight of the occupiers of the other allotments of the subdivision. Should such a restriction of access of sunlight occur, the purchaser agrees, upon being called to do so by such other owner, to top or remove any such offending tree, to the extent that the restriction to the access of sunlight is removed. Provided always that hedges planted along boundaries are allowed to grow to 3.0 metres in height.

Water, Sewerage, Electric Power, Fibre

Each owner shall be responsible for ensuring that, prior to occupation of any residential dwelling on the site and at their expense, the dwelling is connected to the services which are at the boundary.

No water storage tanks shall be permitted above ground level unless they are suitably screened so as not be visible from other sites or roads.

Site Boundaries

All sites will be surveyed for the purpose of the issue of the original certificate of title and the corners of sites will, at that time, be marked with survey pegs. The site owner shall be responsible for ensuring that they and all contractors take all care when working not to disturb these survey pegs. In the event that they are disturbed the owner shall pay for a registered surveyor to visit the site and resurvey the correct location of the peg.

The Developer accepts no responsibility for locating or replacing survey pegs following the sale and purchase of sites.

Other Land

The purchaser shall not object or take any steps inimical in any way whatsoever to any application or other steps taken by the Developer or consent from the South Wairarapa District Council or any other body having jurisdiction to subdivide and develop other land owned by the Developer within or adjoining the subdivision nor will the purchaser permit anyone claiming an interest on behalf of or at the instructions of the purchasers to so object or take any steps inimical in any way whatsoever. Should the purchaser enter into any agreement for the sale and purchase of the land,

the purchaser will bring this covenant to the notice of any subsequent or prospective purchaser (who shall have a like obligation) and shall ensure these covenants are inserted into any subsequent agreement for sale and purchase.

Fences

Subject always to The Fencing Of Swimming Pools Act (1987) and its amendments, in general solid fences along whole boundaries will be discouraged. Planting of native shrubs and hedges and limited fencing is the preferred way of screening for privacy. No fence constructed of corrugated iron or post and wire fence will be allowed, other than those in existence along the external boundaries of the subdivision unless it is screened from view from roads, right of ways and other sections by hedging or planting.

Construction Time Limit

Whilst there is no obligation to build on a site, once construction of any building has commenced the exterior of the building and all landscaping should be completed within 12 months of the date of commencement of the construction of that building.

Construction Damage and Site Clean Up

Damage to any of the infrastructure of the subdivision including but not limited to; hedges, trees, lawns (including grass verges), footpaths, entry crossings and roads that is caused by any contractor undertaking any construction or installation on a site, or delivery to a site, shall be the responsibility of the owner of the site. The owner shall be responsible for the cost of the repair of the damage.

Damage to any other infrastructure (including street lights, roads, reticulated services) shall be reported to the South Wairarapa District Council or the relevant service provider.

Site owners shall be responsible for ensuring that, during the construction of any building or services onto the site, all construction materials, rubbish and excavation materials are stored within the boundaries of the site and that adequate rubbish disposal containers are provided within the site to hold and control waste materials and to prevent them being wind-blown onto other sites and roads.

Site owners shall be responsible for ensuring that the site is cleaned and tidied and all waste and excess material removed from the site within one month of completion of building work.

Occupation of Buildings

Unless the developer approves otherwise, no building will be permitted to be occupied for residential purposes until all exterior cladding is fixed and finished and all required reticulated services are connected in full compliance with all relevant requirements including South Wairarapa District Council consent conditions and a code of compliance certificate is issued.

Other restrictions

No part of any site shall be permitted to be used for any commercial or industrial activity including, but not limited to; animal boarding catteries or kennels, piggeries, commercial fishing operations, vehicle repair activities or brothel. This does not apply to the running of a residential office.

No roosters shall be allowed to be kept on any site. Hens are allowed as long as they do not provide any nuisance to any other residents and any enclosure (fencing etc) is not visible from any

other section, road or ROW.

Except during the construction of building(s) or site landscaping on a site, no tradesmen's vehicles, construction equipment, construction materials, debris, rubbish, or vehicles of any unsightly nature shall be brought onto or remain on any site or road in the Pinot Grove subdivision unless those are housed within an enclosed building or otherwise screened from view from other sites and from roads within the subdivision.

No owner shall erect any sign or permit any sign to be displayed on any site of a permanent or semi-permanent nature, without the prior written approval of The Developer whose decision shall be absolute.

No owner shall not allow any animal, bird, or pet to cause a nuisance to any other owner of a site within the subdivision. All owners shall ensure that all relevant laws and regulations are complied with in relation to the keeping of pets on any site. All dog owners shall ensure they pick up after their dogs. A maximum of three dogs may be kept on site.

No owner shall erect or permit to be erected on any site any aerials, satellite dishes or other communication receivers of a commercial nature other than those expressly approved by The Developer. The Developer may, in its absolute discretion withhold such permission should it consider that any proposed device is not in keeping with the standards desirable for the subdivision. Standard Sky and Freeview type dishes and arials are allowed.

All sites must be maintained in a tidy state. In particular lawns must be regularly mown and not exceed 8cm in height and gardens and lawns must be well maintained and kept weed free.

Breaches of Guidelines

If any applicant or owner does not comply with any specifications or conditions of the development approval, The Developer may serve notice on the applicant or owner requiring him/her to remedy the non-compliance within a reasonable period of time specified in that notice.

If the applicant or owner does not remedy the non-compliance within the period specified, the Developer may:

- a. Enter onto the site where the non-compliance has occurred and either remedy the non-compliance or remove any non-complying works; or
- b. Authorise any contractor or agent to enter onto the site where the non-compliance has occurred and either remedy the non-compliance or remove any non-complying works; and may
- c. Recover the costs of it's actions taken under this clause as a liquidated debt from the applicant or owner.

The Developer may take any other action it considers reasonably necessary to prevent a breach of any covenant or development approval including (but not limited to) requiring work on the site to cease.

Liability

Neither The Developer, or any member, employee, agent or contractor to The Developer is liable to any applicant or owner or occupier of any site 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 Guidelines unless due to bad faith, or a criminal act.

Development approvals (conditional or unconditional) shall not be construed as certifying compliance of any works with any laws or council requirements or other approvals required by other agencies for the work comprised in any development.

No owner, occupier or applicant shall call upon The Developer to pay for or contribute towards the cost of erection or maintenance of any boundary fence of any site with adjoining land.

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