Highland Park
My Heart's in the Highlands

Highland Park Protective Covenant & Residential Design Standards

Prepared For
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LUCAS AND LUCAS

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Protective Covenant

Preliminary

1.0 Definitions

Construction Timeframe - means 6 months from the grant of Building Consent, or such other time as the Grantee Cranbrook Properties Limited may agree to.

Covenants - means these Highland Park Protective Land Covenants in their entirety which are set out in 1 to 39 below.

Developer - means Cranbrook Properties Limited (but not its successors in title) as Grantee and delegate of the Grantee.

Development - means the Highland Park development described in paragraph 2 below.

House - means the building described in paragraph 10 comprising the dwelling and garage

Land - means the land in Schedule A, and so much of the land described in paragraph 2 which, following subdivision into residential lots in accordance with the general scheme set out in that paragraph, is wholly owned by the Developer, and, where the context requires, includes any access allotment partly owned by the Grantee or over which the Grantee has any easement.

Lot - means a lot within the Development

Mandated Fence - means a fence so described in the Highland Park Landscape Design and Fencing Rules published by the Developer for each Stage.

Stage - with respect to the Development, means a subdivision within the development that is the subject of a separate resource consent to subdivide.

Works - means the House, Landscaping and Associated Works described in paragraphs 10 through 13.

2.0 Intention

It is the Grantors intention that the Servient Tenement shall until their expiry under paragraph 39 below be bound by and be subject to the Covenants as a general scheme applicable to and for the benefit of the land.

3.0 Covenants subject to Discretion

Where the Grantee is named as "the Developer" then Cranbrook Properties Limited only and its agents delegates and attorneys shall be entitled to decide to approve or decline to approve or otherwise act as the Covenants specify or allow and such decisions shall bind the Grantor and Grantee. The Developer shall be entitled to vary the covenants with respect to any part of the land in any later Stage of the Development so long as the variation applies to all the land in that Stage and is either necessary to enable the Development to proceed, or will allow the provision of services for the benefit of residents of the Development.

4.0 Covenants binding on successive owners and employees etc

The Covenants are granted for the purpose of enhancing the value and security of the Land for all owners within the Development and enhancing their enjoyment of the same, and the Grantor, as owner of one or more lots in the subdivision and the executors and administrators successors and assigns of the Grantor and all who take rights from them (employees, contractors, lessees, tenants, licensees and invitees of the Grantor) shall with respect to the servient Lots be bound by the stipulations and restrictions set out in the Covenants. Where there is more than one Lot owner or person who takes rights from the owner, the Covenants shall bind each jointly and severally.

5.0 Covenants to benefit successive owners

The owners and occupiers for the time being of the dominant Lots including successors in title and the Developer shall enjoy the benefit of the Covenants and each may enforce the observance of the same in relation to each owner of each servient Lot, subject to the exclusive rights of and delegated to the Developer including the right to vary the covenants with respect to the land in a later Stage.

Construction Covenants

6.0 Construction Preliminary

The Grantor will not move soil or change any level of any part of the Land, nor erect or store anything on or near the Land, nor prepare or cause to be prepared any plan for any work on the land except for Works already approved in accordance with paragraphs 7 and 8. Subject to any variation previously approved by the Developer, the Grantor will at all times maintain all the Works and otherwise ensure that the use of, the Land and all things on the Land comply with the terms of the description of Works in these covenants 10 through 13.

7.0 Approval Applications

The Grantor will not apply for any building consent, and will not contract for any building or Works or other works on the Land, or alteration of any of the same and will not proceed with or allow any construction or other works on or use of the Land until the written approval of the Developer has been first applied for. The Grantor's application for approval shall contain full particulars of the proposed works (in accordance with residential standards for Highland Park) including:

a) floor plans, and roof plans; and
b) elevations showing all exterior materials and colours; and
c) specifications; and

d) a site plan showing location of House, landscape and vehicle areas
e) a landscape plan (or separate Landscape Plan Approval Application)
f) the names and contact details of the principal contractor/s and principal responsible person/s.
g) all proposed alterations to Works previously approved.

8.0 Approval Process

The Developer will use best endeavours to reply within 5 working days to the Grantor's application.In considering the application, the Developer shall take into account the anticipated finished appearance of the works in relation to the actual or probable finished appearance of other high quality new dwellings in the neighbourhood. The Developer shall be entitled to require as a condition of approval, the direct agreement by the Grantor's contractor to complete the Works within the Construction timeframe, exactly as approved, but no breach of any such agreement shall exonerate the Grantor from compliance. Where any part of the proposed Works falls outside the works described in paragraphs 10 through 13 below, the Developer (without limiting its discretion to waive compliance) reserves the absolute right to withhold approval or grant the same subject to conditions.

9.0 Effect of Consent

The grant of a construction and landscaping approval is transferrable to a new lot owner, but, in the interests of ensuring the quality and timing of the work, the approval shall lapse and require a fresh application in the event that the principal contractor changes.

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Works

10.0 House Description

The Grantor will erect on the Land one only new (not relocatable or relocated) building (the House) which:

a) comprises a single dwellinghouse with a floor area of at least 180 square metres (for stage 12 this area is reduced to 150m2); and

b) incorporates within that area garaging for at least one car; and

c) optionally includes a home office and/or a one bedroom self-contained granny flat; all within the roofline of the whole (so parts do not appear separate).

(d) A building height restriction to 5.5 metres applies to all stages unless otherwise specified.

11.0 House Exterior

The Grantor will ensure that:

a) the basement of the House is fully enclosed and that the dwelling portion is visible and easily accessed from the road; and

b) the exterior of the House is comprised entirely of new materials, excepting only that

(i) hardiflex, hardiplank, ply, or fibrolite, is not used unless as base for external plaster finish; and

(ii) secondhand bricks, decorative stone, and high quality recycled materials are used only with the consent of the Developer; and

c) the roof, if not flat, has at least 3 roof planes and if of steel or other exterior roofing product, is factory pre-painted and that materials suitable for roofs are not used for wall cladding.

12.0 Landscaping

The Grantor will ensure that the Land not covered by the House is landscaped and maintained:

a) so that all mandated fences are maintained and that all fences, whether mandated or not, are erected and remain at the height and form complying with Highland Park Landscape Design and Fencing Rules and so that no other or additional fencing is erected unless approved by the Developer; and

b) so that any brightly coloured ornaments are reasonably concealed from road visibility; and

c) so that no tree or plant is chosen or planted for any part to grow beyond 3 metres in height within 2 metres of any side boundary; and
d) So that trees and plants are chosen & located so no part will grow above 8 metres anywhere on the Land; and
e) to ensure that plant sizes are not exceeded and that grass and groundcover is to be kept trimmed so as not to exceed 100 mm in height.

13.0 Associated Works

The Grantor will ensure that the landscape plan shows:

a) the location and construction of driveways; and
b) locations and details of lawns, tree and shrub plantings, other vehicle and paved areas, and walls.
c) (where the land has a road frontage) provision for a letter box no larger than 1200 mm x 600 mm x 1200 mm high built from the same exterior materials as the House; and
d) rubbish bin area, any proposed caravan park area, location of washing lines, all to be screened from road visibility; and
e) that any moveable garden shed that the Grantor may wish to install, shall not exceed one in number, nor 2.1 metres in height, nor 10 m2 in floor area and shall have a water collection system, so the runoff is containted within the Grantor's section. The garden shed shall be screened from road visibility as far as possible and be painted to compliment or match the main house colour with no other garden shed being permitted, subject to any Resource Consent that predates the covenant; and
g) that solar collectors and exposed rooftop disks and all antennae and equipment and tanks are integrated with the roof design in order to be as unobtrusive as possible and do not exceed normal television antenna height; and
h) that tanks, gas bottles, heating and air conditioning equipment are situated so far as possible in recessed parts of the House and are screened from view as far as possible and at least 4 metres from the Land boundary.

Building

14.0 General

As soon as the Building Consent and Developer approval is obtained for the Works (but not before) the Grantor will proceed expeditiously with the completion of the same exactly as approved, complying with every applicable law, by-law and regulation, and with the Covenants and will complete the same within the Construction Timeframe.

15.0 Fencing

The Grantor will be bound by a Fencing Covenant within the meaning of section 2 of the Fencing Act 1978 as modified by these Covenants.

16.0 Mandated Fences

Prior to or within a reasonable time after the completion of each purchase of Land from the Developer the Developer will erect the Mandated Fences applicable to the Lot. The Developer will meet the cost of all Mandated Fences but will not be liable for any adjustment or refund by reason a purchaser wishing to erect a single dwelling across more than one Lot.

17.0 Temporary Fencing

The Grantor will, before commencing the Works, but after erection of a builder's hut, fence with a temporary green windproof fence to the height of 1800 mm the whole boundary of the property not already fenced to that height, excepting (a) one access point only at the boundary facing the approved kerb crossing, and (b) such area, if any, as the Developer may allow not to be temporarily fenced. The Grantor will maintain the fence in good order throughout the construction process and remove the same thereafter in the course of landscaping. The Grantor will not alter or damage the side, rear, or other Mandated Fences.

18.0 Signage

During the construction process, the Grantor will display the construction street number sign supplied by the Grantee. The Grantor will otherwise at all times display only such other professionally-prepared "show home", "health and safety", "builders" or "for sale" and/or "open home" signage as is approved by the Developer. The Grantor will ensure that no hand-written or other or business sign is visible from the street or access allotment and that no "signage" vehicles or trailers are habitually parked there or on the Land and visible from the street or access allotment. This covenant shall not affect the parking of light commercial vehicles in use by contractors or members of the Grantor's household, nor statutory signage nor limit the right of the Developer to display any signage around and within the Development or consent in its sole discretion to any small Grantor business plate.

19.0 Access and Workspace

The Grantor will access the Land only across the approved kerb crossing and will not cross, drive on, or park on, or use or allow any vehicle or thing to be put on or stored on the grass or footpath or on any verge, berm, or adjacent or neighbouring land. During construction all work and all loading and unloading and washing of vehicles will be carried out on the Land behind the windproof fence.

20.0 Working Hours and Noise

The Grantor will ensure that all work that is unavoidably noisy is conducted with minimum noise. The Grantor will ensure that no such activity that is audible outside the House is conducted before 7:00 am or after 6:30 pm Monday through Saturday, or before 9:00 am or after 3:00 pm Sundays and public holidays. The Grantor will ensure that no building work is conducted before 7:00 am or after 8:00 pm on any day.

21.0 Facilities

The Grantor will at all times during the construction process have installed and regularly emptied a port-a-loo type toilet for the use of work people.

22.0 Rubbish Removal

The Grantor will have regularly installed and emptied a rubbish skip of suitable size. The Grantor will ensure that all work people clean up and remove vehicles plant and materials not in immediate use, sweep footpaths and remove excess materials and rubbish each day without fires or burning for any reason and will not allow weeds to grow above 75 mm.

23.0 Contractor Obligations

The Grantor will procure its main contractor's written agreement with the Developer to observe the Covenants. The Developer may require a bond from the Grantor but the Developer will not request a bond where the written covenant of a reputable contractor is available.

24.0 Damage

The Grantor will make good any damage to any fence, or any road, kerb, crossing, berm, or footpath fronting the Land, or grassed area between the Land and the nearest kerb.

General Covenants

26.0 Permitted Use

The Grantor will use the House and Land for residential activity only.

27.0 Maintenance

The Grantor will keep and maintain the exterior appearance of the House and fences to a high standard and in particular will

a) keep all roofs spoutings and exterior surfaces and yards clean; and
b) regularly repaint re-varnish and re-stain all surfaces including fences so treated initially; and
c) not allow any surface to be painted or resurfaced in a colour deviating from the initial colour; and
d) maintain driveways and vehicle areas; and

e) ensure that washing lines, tanks, gas bottles, heating and air conditioning equipment, and rubbish bins all remain screened from road visibility; and

f) not park or allow any caravan or motor home on the Land or street or access allotment except in a designated caravan or motor home park; and

g) maintain all fencing and where it is necessary to replace the same will replace each fence with a fence of the same style and construction and dimensions as the existing fence.

27.0 Landscape Maintenance

The Grantor will ensure that the Land and the street between the Land and the nearest kerb are maintained in a neat condition at all times, clear of dead plants, weeds, rubbish, containers, equipment and other chattels, and that all grass is regularly mown there and all landscaping and associated works are maintained within the specifications set out in paragraphs 12 and 13. If the Grantor's Land is adjacent to any part of Hagart Alexander Drive, the Grantor will maintain the 3 metre Landscape Buffer Strip in accordance with the Dunedin City Council resource consent conditions.

28.0 Chattels and Rubbish

The Grantor will not bring or suffer to remain on the Land, or on any road, access allotment or reserve, any damaged, immobile, broken down, or unmaintained vehicle whether registered or not, any unregistered vehicle (except when garaged), any shipping container, or any other industrial container or drum, or any machinery, industrial or recycling items or any rubbish (whether organic or inorganic).

29.0 Land Contour and Surface Water

The Grantor will not allow any collected surface water to drain across any land of the Grantee or any reserve or access allotment in the Development, except through proper storm water pipes, across the street or access allotment.

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30.0 Animals

Subject to full compliance with local authority by-laws, the Grantor may keep domestic household pets where not kept for commercial purposes and not dangerous, noisy, or annoying to any Grantee. The Grantor will not otherwise keep on the Land any farm or other animal, bird, or reptile of any kind.

31.0 No Further Subdivision

The developer shall be entitled to complete the Development and vary the covenants in later Stages in accordance with paragraph 3, but no other Grantor will otherwise further subdivide Land, either in fee simple, by unit title, stratum estate, and leases, cross lease or by any other means.

32.0 Access Allotments

Whether or not the Grantee is the part owner and Grantor of any access allotment in the Development, the Grantee will not use or allow the use of such access allotment except strictly in accordance with the easements which affects the same.

33.0 Land Use Restrictions

The Grantor will not use the Land in any way likely to detract from amenity values of the Development, and without limiting the generality of this, will not permit or allow, and will remove if found in breach, any unapproved alteration to the House, landscaping or associated works.

34.0 Further Development

The Grantor shall not oppose or object to, or take any step to frustrate, or take any action or do any thing, or encourage any person to object to, or frustrate, or take any action or do any thing that might in any way stop or delay or hinder Cranbrook Properties Limited or its assigns from completing the whole or any part of the Development or from its marketing of lots within the Development.

35.0 Extent of Further Development Covenants

Without limiting the generality and totality of the effect of the covenants in paragraph 34 above, such covenants extend to all aspects of the Development and sales process including the resource consent and any other consent process and all engineering or other works. The Grantor will in like manner not object to or propose or do any thing or take or encourage any person to take any step to require the Developer to proceed with any aspect of the Development to any different standard or specification or use, or in any different order or sequence than the Developer itself proposes.

36.0 Grantee's Responsibility Limited

The Grantee agrees that the Developer does not have any responsibility or liability for the enforcement, enforceability, applicability or lack of action with respect to enforcement or applicability of any of these Covenants; and that apart from the exercise of its discretion with respect to consents, approvals or disapprovals of matters referred to in these Covenants, the Developer does not undertake to enforce or monitor compliance of these Covenants; and further agrees to keep the Developer indemnified, free and harmless from any claim, liability, loss or action arising against it or its agents in this regard.

37.0 Delegation and Assignment by Developer

The Developer may involve or delegate its discretion under these Covenants to one or more responsible professional firms and may assign the same to a responsible assignee. The Developer will bear all costs for each Lot of the first approval application only so long as the same is made before 1 January 2016 or such later date as the Developer may notify.

38.0 Notice of Default

The Grantee may serve notice on the Grantor of any alleged breach or non observance of any of these Covenants, and may serve notice as well or instead on any contractor of the Grantor. Forthwith on receipt of such notice the recipient shall at its cost take all reasonable steps to remedy the breach or non observance and carry out such remedial work as the notice may specify. Where the notice is given by or on behalf of the Developer (but not when given by any other Grantee) the recipient shall pay liquidated damages of $200 per day for every day beyond 10 days after service of the notice that the breach or non-observance continues or occurs.

39.0 Expiry

The term of Covenants shall end 12 years following the issue of titles for the whole Development, but shall continue for a further 3 years with respect to Covenants alleged to have been breached and in respect of which notice has been given or enforcement proceedings have been commenced prior to the end of the 12 year period.

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Residential Design Standards

Design approval overview and process

The Design Standards and the Design Review Panel (DRP) are in place to ensure the best possible housing design outcomes throughout the Highland Park neighbourhood.

The DRP is comprised of the Highland Park development team and a specialist Consultant.

Every purchaser has been provided with this *Design Standards* and *Highland Park Protective Covenant Booklet* to clearly explain the design and delivery requirements for homes in the Highland Park neighbourhood. A copy should be provided to your builder / designer /architect to assist in the satisfactory delivery of your new home.

Design Approval Process

Step 1. Decide upon your house design.

Step 2. Complete the PLAN APPROVAL APPLICATION FORM with your designer / builder as you review the house plans to ensure you meet all design standards and Plan of Subdivision restrictions.

Step 3. The DRP will review each complete application to ensure your home complies with the Design Standards.

Submissions will only be accepted by post or email.

Initial and subsequent applications can take up to 10 business days.

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If your application requires amendments, the DRP will provide written advice detailing the area(s) of non-compliance. Once all amendments are made you are required to resubmit for final approval.

Applications to the DRP will only be reviewed if all the requirements have been submitted. Approval will not be granted on a part application.

If any house design changes are made after DRP approval, all documentation must be resubmitted for approval.

In the instance of a conflict between two or more standards, the DRP will access the application on its merits and compliance in general with these standards.

The decision to approve or not approve an application is solely the decision of the DRP.

The DRP's approval does not constitute a building consent nor replace the need for a building consent

A building consent must be obtained from Dunedin City Council.

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Design Approval Process

DESIGN APPROVAL	**PURCHASER & BUILDER AND/OR DESIGNER TO READ DESIGN STANDARDS**
STEP 1	**DESIGN HOUSE**
STEP 2	**COMPLETE DESIGN APPROVAL CHECKLIST**
STEP 3	**DESIGN APPROVAL APPLICATION SUBMITTED** ← **HOUSE DESIGN AMENDED**
STEP 4	**APPLICATION ASSESSED BY DESIGN REVIEW PANEL**
STEP 5	**APPLICATION APPROVED** / **APPLICATION NOT APPROVED** → **HOUSE DESIGN AMENDED**
	BUILDING CONSENT TO BE PROVIDED BY COUNCIL
STEP 6	**COMMENCE CONSTRUCTION**

Disclaimers and Acknowledgements

Highland Park reserves the right to alter these Design Standards from time to time to reflect changes in development construction practices, planning regulations, or requirements to suit a particular site or street in the development.

Highland Park Design Review Panel reserves the right to vary or waive any detail of the Design Standards if on balance the application embodies the objectives of the design principles and conforms to the contemporary New Zealand architectural vision.

In the event that the Highland Park Design Review Panel allows a variation or waiver from the Design Standards the dispensation will neither set a precedent nor imply that the approval will be repeated.

Submit your plans to Highland Park, P.O. Box 231 Mosgiel or email Info@highlandparkmosgiel.co.nz

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Design Approval Checklist

1. Architectural Style

☐ 1.01 Your home is contemporary in character and is not a period reproduction

☐ 1.02 Your home does not contain external period elements.

☐ 1.03 Your home has an entry feature such as a portico, verandah or porch.

☐ 1.04 The garage door does not dominate the façade.

☐ 1.05 External windows & doors do not contain leadlight or stained glass.

☐ 1.06 External plumbing, reticulated and wired services are not visible from the street or public realm.

☐ 1.07 Meter boxes must not be located on the front façade.

Colour Scheme

☐ 1.08 External finishes and colours submitted for approval.

Building Setbacks: Highland Park

☐ 1.09 The building shall comply with setbacks as required under Dunedin City Council District Plan & Building Code Requirements.

☐ 1.10 All fencing shall comply with **Landscape Design & Fencing Covenants.**

Building Setbacks: Glengarry Court

☐ 1.11 The minimum setback from the Glengarry Court frontage shall be 3.0 metres.
If garage faces Glengarry Court it shall be set back 4.5 metres.

☐ 1.12 The minimum setback from Windermere Drive in respect of Lots 191, 193, 212, 213, 214
Shall be 3.0 metres in accordance with Resource Consent LUC-2013-266

☐ 1.13 There is a variation to **Highland Park Protective Covenant 10.00 House Description**
(a) Comprises a single storey dwelling house with a floor area of at least 150m2.

☐ 1.14 There is a variation to **Highland Park Protective Covenant 13.0 Associated Works**
(d) Caravan Parking is not permitted in Glengarry Court.
(f) Construction of permanent swimming pool is not permitted in Glengarry Court.

☐ 1.15 Note: No Glengarry Court property has access direct to Windermere Drive.

2. Roof Design Architectural Style

☐ 2.01 In keeping with the style of housing in the neighbourhood, the roof design should be of a scale, form and material that is representative of contemporary New Zealand architecture.

☐ 2.02 All pitched roofs must be minimum 20 degrees.

☐ 2.03 Flat pitched and monopitched are considered contemporary and therefore permitted, and minimum pitch for monopitched roof is 8 degrees.

☐ 2.04 When appropriate for the architectural character of the individual home, eaves are strongly encouraged.
Where eaves are included in the house design, they must be a minimum of 450mm in depth.

☐ 2.05 To achieve a contemporary New Zealand architectural style, roofing must be of one of the following materials:
Colour coated metal roofing or similar, terracotta or concrete tiles or textured or colour coated tiles. Coved roof tiles are not permitted.

3. Standard Garages and Carports

☐ 3.01 Two car parking spaces shall be provided with at least one undercover.

☐ 3.02 The width of the garage shall be less than 50% of the façade and a maximum of 7 metres.

☐ 3.03 Tandem garages are permitted.

☐ 3.04 The garage door is a sectional overhead door that complements the external colour scheme.

4. Driveways Architectural Style

☐ 4.01 The appearance of your front garden must contribute positively to the streetscape. Driveways and front gardens need to be carefully planned and landscaped in accordance with *LANDSCAPE DESIGN & FENCING COVENANTS*.

☐ 4.02 The driveway must be constructed of Holland or Boulevard Paver, coloured concrete, exposed aggregate concrete or asphalt finish.

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☐ 4.03 Driveways must be constructed within 30 days of occupation.

5. Letterboxes

☐ 5.01 Letterboxes must be positioned on the front boundary adjacent to either the driveway or path with the house number clearly displayed. Letterboxes should be purpose built and replicate the colour, material and style of your dwelling. For example, they should match either the material of the dwelling or garage door.

6. Sustainability

☐ 6.02 Principles of environmentally sustainable design shall be incorporated into the design of the home.

☐ 6.03 Indoor and outdoor areas should face north (where possible).

7. Outbuildings Design Standards

☐ 7.01 Outbuildings must be located to the rear of the property and must not be visible from the street.

☐ 7.02 Any moveable garden shed that the Grantor may wish to install, shall not exceed one in number, nor 2.1 metres in height, nor 10 m2 in floor area and shall have a water collection system, so the runoff is containted within the Grantor's section. The garden shed shall be screened from road visibility as far as possible and be painted to compliment or match the main house colour with no other garden shed being permitted, subject to any Resource Consent that predates the covenant.

☐ 7.03 Rubbish bin area, location of washing lines, all to be screened from road visibility.

☐ 7.04 The design, appearance and colours of any outbuilding must complement the main dwelling.