

LAND COVENANTS – BELMONT PARK ESTATE LIMITED

BACKGROUND

- A. The Grantees are developing a modern well-designed subdivision.
- B. As part of this development, it is desirable that the Grantee maintains a certain degree of supervision and control in relation to the nature and type of construction to be erected in the subdivision of which this property forms part.
- C. In recognition of this the Grantor and Grantee agree that the foregoing covenants will be registered on all titles to be issued as part of this subdivision together with the covenants contained in the attached Belmont Park Estate Design Control document.
- D. Should there be any conflict between the covenants set out below and the Belmont Park Estate Design Control document, then the covenants in the Belmont Park Estate Design Control document will prevail.

COVENANTS

1. NO FURTHER SUBDIVISION

- 1.1 The Grantor is not permitted to subdivide the property further in order to create any additional lot or lots, whether by fee simple titles, unit titles, cross leases or otherwise. In the event of the Grantor amalgamating the property with any other lot then for the purposes of these covenants the amalgamating property will be deemed to comprise one single lot and thereafter the Grantor will not be entitled to subdivide the amalgamated property to a greater number of lots.

2. APPROVAL OF BUILDING AND LANDSCAPING PLANS

- 2.1 The Grantor will not apply to the Local Authority for building consent or resource consent, or proceed with the erection or construction on the property of any building unless such building is a new single private residential dwelling and the plans are provided showing the siting of such dwelling and landscaping of the property including the design and location of paths, driveways, vehicle crossings, fencing plantings and external amenities in relation to the proposed dwelling:
 - 2.1.1 Comply with the terms and covenants contained in this Easement Instrument; and
 - 2.1.2 Comply with the then current Belmont Park Estate Design Control document (a copy of which is attached in Appendix A), but the Grantor is to inquire for and obtain the most up to date edition from Belmont Park Estate Limited (or its successor) unless a specific written approval has been obtained from the Grantee (or its successor) in respect of any non-compliance
 - 2.1.3 Have received prior written approval of the Grantee.

2.2 The Grantor is not permitted to make any change to the plans and specifications of the exterior and design once those plans are approved by the Grantee, unless such changes or alterations are approved by the Grantee (such approval to be on the same terms as set out in sub-paragraph 2.1 above).

3. BUILDING

3.1 The property shall be used for residential purposes only and shall not be used for any business, trade or commercial purposes which is not a permitted activity under the current District Plan without the prior written approval of the Grantee.

3.2 The Grantor is not permitted to erect any dwelling or other building on the property except in accordance with the terms of the Belmont Park Estate Design Control Document which is annexed hereto.

3.3 Any dwelling or other building must be completed within 12 months of the date of commencement of construction.

4. LANDSCAPING

4.1 The Grantor will, within three (3) months of completion of a dwellinghouse on the property, landscape the property with lawns and shrubs in accordance with the approved landscaping plan.

4.2 The Grantor will keep the property in a neat and tidy condition and will ensure that grass and weeds will not exceed 150mm in height or otherwise become unsightly. If the Grantor fails to do so, the Grantor will indemnify the Grantee against the costs of the Grantee remedying the default and the Grantee, his contractors agents or appointees may enter the property for the purpose of remedying the default.

4.3 The Grantor will not bring or permit to be brought on or remain upon the front yard of the property (except in the course of construction of the dwelling) any materials, debris, rubbish, unregistered vehicles, vehicle body parts or any items of an unsightly nature.

5. NO ADVERTISING SIGNAGE

5.1 The Grantor will not erect or place or permit to be erected or placed on any part of the property, adjacent land or street any advertisement, sign or hoarding of a commercial nature except that:

5.1.1 during the course of construction of any dwelling on the property a builder's sign not exceeding 2.9 square metres in area may be displayed;

5.1.2 in the case of a completed dwelling a single "for sale" sign not exceeding 1.2 square metres in area is permitted.

6. REMEDIES FOR BREACH ON NON-OBSERVANCE

6.1 If there should be any breach or non-observance of the Grantor of any of the foregoing covenants or restrictions contained in these covenants, or any of the covenants contained in the attached Belmont Park Estate Design Control document, then without prejudice to any

other liability which the Grantor may have to the Grantee or any person or persons having the benefit of the covenants and restrictions, the Grantor will upon written demand made by the Grantee or his nominee or by any of the registered proprietors of the lots in the subdivision:

6.1.1 pay to the person making such demand as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day for every day or part day that the breach or non-observance of the covenants continues from and after the date upon which written demand is made; and

5.2.1 remove, or cause to be removed from the said land any building or structure erected placed or located in breach or non-observance of the covenants, otherwise take all steps necessary to remedy the breach for non-observance of the covenants if it is capable of remedy.

6.2 The Grantee shall not be required or be liable to enforce all or any of the covenants stipulations or restrictions on the part of the Grantee contained in this covenant nor will the Grantee be liable to the Grantor for any breach of any like covenants stipulations or restrictions by any of the registered proprietors of any of the other lots.

6.3 The Grantee reserves the right to update/alter/modify the Belmont Park Estate Design Control Document at any time.

7. **FURTHER DEVELOPMENT BY GRANTEE**

7.1 The Grantor acknowledges that the Grantee will undertake further subdivision of the adjoining land in stages. The Grantee will not be obliged to complete any development or work on the land other than as is required to comply with the provisions of any resource consent. The Grantee is at liberty (in the Grantee's sole discretion) to register covenants on the titles of that land and such covenants may or may not incorporate the same covenants as set out herein. The Grantor is not purchasing the property in reliance upon the development or any development of any part of the land or any further development of the land proceeding at any particular time or any particular matter.

7.2 The Grantor will not object to the Grantee undertaking further development on any adjoining lot in accordance with the Grantee's overall marketing plans for the staged subdivision developments, or the Grantee's right to vary any of these existing land covenants for use on future staged developments.

7.3 The Grantor acknowledges and accepts that the Grantee's continue development or further stages of the land adjoining this subdivision may result in some inconvenience to the Grantor due to movement and noise of machinery required to undertake the development. The Grantor will not object to any of the Grantee's operations undertaken on adjoining sites for development work during daylight hours on the condition that the Grantee will use its best endeavours to keep all inconvenience caused by the movement of earth, machinery plant and equipment to a reasonable level, having regard to the nature of the work being undertaken.

7.4 The Grantor will not object to any methods, terms or conditions employed by the Grantee in an endeavour to sell other lots forming part of the subdivision of the land, including the use of signs, placement or signs on common property **PROVIDED** that following completion of

the subdivision the Grantee does not cause unreasonable interference to the comfort and convenience of the Grantor in its right to use and enjoy the property.

8. **SUNSET CLAUSE**

8.1 The covenants set out above and in the attached Belmont Park Estate Design Control document will remain in effect until 2026.

9. **COVENANTS NOT ENFORCEABLE AGAINST BELMONT PARK ESTATE LIMITED**

9.1 The within land covenants and the covenants contained in the Belmont Park Estate Design Control document will not be enforceable by the Grantee in respect of any lot which is owned by Belmont Park Estate Limited and is not subject to an agreement for sale under which possession has been granted to the Purchaser.



BELMONT PARK

ESTATE

CONTEMPORARY LIVING IN THE COUNTRY

Design Control

Belmont Park Estate Limited
36 Capriana Drive, Karaka, 2113,
Auckland.
Phone (09) 520 2152

November 2015, Version 5

1.0 INTRODUCTION

- a. Belmont Park Estate is a 6.4 hectare residential development located on the corner of Jutland Road and Victoria Street West, Pukekohe. The development seeks to provide a sustainable and vibrant community as part of the Belmont growth area. The development provides for 122 new dwellings of mixed typologies, including standalone, duplex and terrace buildings. This is seeking to provide for a wide range of demographic from young families to senior citizens.
- b. The development shall deliver contemporary living opportunities using quality design with an affordable budget.
- c. The vision for Belmont Park Estate is conveyed through this Design Control document. Land owners and builders are encouraged to share in, and achieve the vision. This aims to ensure future home owners that the outlook, aesthetic and value of the subdivision is maintained.

2.0 VISION

- a. The vision for Belmont Park Estate is illustrated on the Belmont Park Estate Concept Development Plan in Appendix A based on good urban design principles. Concept floor plans have been developed for each site to ensure that the stage 1 subdivision pattern is appropriate. These floor plans are indicative only and included in Appendix B. It is expected that the indicative floor plans will guide the design of the dwellings proposed, and that the design of dwellings over the whole development will vary providing variety and visual interest.

3.0 APPLICATION

- a. A covenant registered against the title of each lot shall require the owner of each lot to comply with this Design Control document.
- b. The development is expected to be delivered via multiple stages.
- c. The first stage enables the construction and subdivision of the land with the following outcome:
 - 20 lots having an area of 400m² or larger. These lots are provided for standalone dwellings meeting the development controls of the applicable zone at the time of construction;
 - The creation of 13 super lots which are expected to be further subdivided through a comprehensive consent for each super lot covering building, landscape and subdivision design;
 - Two stormwater retention ponds, footpaths and associated earthworks and native revegetation planting along the stream edge;
 - A pedestrian / cycle bridge (and waste water pipe) across the Whangapouri Stream at the north east corner of the development site;
 - New roads and up-grades to existing roads to enable access to each lot. Each lot will be provided with a vehicle crossing in the road reserve;
 - New services to enable connections for each lot;
 - Landuse consent for the construction of 16 dwellings on two of the thirteen super lots.

4.0 PROCESS

4.1 Introduction

- a. To control the design outcome of the development, Belmont Park Estate Limited, or subsequent land developer ("BPEL") is imposing a private approval process ("BPEL design approval") for the comprehensive design of future development on each lot controlled by a covenant on titles.
- b. The process for obtaining BPEL design approval differs slightly for super lots and individual lots 400m² or larger, and is outlined at section 4.3 and 4.4.
- c. Before any applications are made for resource consent, or for building consent for individual lots, BPEL shall approve the "purchasers comprehensive design proposal". The criteria that BPEL shall use to assess a proposal is contained in section 6.0 below.

4.2 Purchasers Comprehensive Design Proposal

- a. The purchaser's comprehensive design proposal shall apply to: a single lot; an entire super lot; and can include multiple super lots or individual lots. The purchasers comprehensive design proposal shall include (in sufficient detail for a resource consent application as guided by BPEL's planner), but not be limited to the following:
 - Overall site location plan identifying the super lot location within the whole development;
 - Detailed site plan, floor plans, and elevations;
 - Sun and shading study to sufficient detail to assess the appropriateness of the proposal, and whether there are any effects on neighbouring sites;
 - Materials and colours proposed for exterior cladding;
 - Detailed landscape hardworks and planting plans;
 - Engineering details including any earthworks, service connections, silt and erosion control methodologies;
 - Subdivision scheme plan;
 - The purchasers comprehensive design proposal will extend to any work required or changes to be made following request from the consenting authority processing an application.

4.3 Super lots

- a. Individual lots within a super lot as depicted on the Belmont Park Estate Concept Development Plan are the subject of sale and purchase agreements. Super lots as an entity are not for sale.
- b. BPEL shall be responsible for applying for, and obtaining resource consent for each comprehensive design for each super lot.
- c. BPEL shall retain an appropriate planning consultancy, urban designer, architect and landscape architect as necessary, who shall provide advice throughout the design preparation stage and assess the proposal. BPEL shall prepare the landuse and subdivision applications for resource consent including the Assessment of Environmental Effects. Once resource consent is granted, no further approvals are required from BPEL prior to lodging for building consent.
- d. BPEL shall charge the purchaser for the review process and application preparation at an agree cost as set out in the sale and purchase agreement.
- e. All proposed lots within a super lot must be designed and consented in one application, except where BPEL provides written approval to do otherwise.
- f. An application can contain more than one super lot.

- g. Following the grant of resource consent BPEL shall undertake the necessary work to obtain 223 and 224c certificates and apply for the issue of new titles.

4.4 Individual lot (400m² or larger)

- a. It is expected that for lots 400m² in area or larger, a dwelling can be designed to meet the permitted criteria of the controls of the operative Auckland Unitary Plan (or relevant alternative) applying to the site and shall not require a resource consent. BPEL shall not be responsible for any resource consents required for the construction of dwellings on these lots.

5.0 DESIGN CONTROLS

- a. When preparing a purchasers comprehensive design proposal, it must comply with the development controls contained within the operative zone, unless a resource consent is applied for. In addition, the following shall be complied with, including any "Guidance" where possible:

5.1 Site and Landscape Design

5.1.1 FRONT YARDS

- a. A consistent building setback shall be applied to create a continuous building line similar to that illustrated on the Development Concept Plan to define the edge of the street. This plan illustrates that the front yard setback varies depending on the lot orientation and building typology.
- b. Impervious surfaces within front yards shall contribute to the overall maximum site impervious coverage and be limited to:
- » a driveway, no greater in width than the garage;
 - » one pedestrian path to the front door, maximum width 1.2m;
 - » one paved outdoor space no wider than the width of the building and no greater than half the depth of the front yard.
- c. The remaining areas are to be planted with ground covers, shrubs and at least one tree (min. PB95). Lawn is optional but only in addition to planting. Landscaping and planting shall be consistent with the existing built or consented dwellings within the development (design and variety of plants).
- d. Fencing: Material to complement dwelling architecture. When using timber, use dressed timber rather than rough sawn and shall have a stained or painted finish. Maximum height is 1.2m with a minimum of 15% open area. For sites that have north facing front yards or corner sites where private outdoor space is required in close proximity to the street, the front fence can be increased in height to 1.6m. The part of the fence between 1.2m and 1.6m high shall have a minimum 70% open area (refer Appendix C for an example of how to achieve this).
- e. Letter boxes shall be integrated visually and architecturally with a blade wall or fence.
- f. Clothes lines are to be away from the road and obscured from direct sight of the road and no laundry is to be hung on any part of the property that is visible from the road.
- g. Satellite dishes over one (1) metre in diameter are not permitted to be placed anywhere on the property and there are to be no satellite dishes or antennae placed in the front or side yard. If a satellite dish or antennae are placed on the property that they are to be positioned in such a place that they are not in full view of the road or the front yard of the property and are not to extend higher than two (2) metres above the roof line.
- h. Any solar collectors and / or hot water tanks or other roof top mechanical equipment must be integrated with the roof design so as to be as unobtrusive as possible.

- i. All heating and air-conditioning equipment (chimneys and flues excepted) must be enclosed within the building envelope or otherwise screened from view.

5.1.2 SIDE YARDS

- a. Maximum fence height along side boundaries is 1.8m, except the maximum shall be 1.6m from the front boundary to at least 2m to the rear of the front facade of the dwelling.
- b. Side gates (only if required) to be located a minimum of 2m along the side boundary from the front of house.
- c. All timber fences shall have a top capping rail, and have a stained or painted finish.
- d. Where two driveways exist abutting, no fence shall be permitted between them. Guidance: the side boundary instead should be planted with hedging species to a maximum height of 1.4m.

5.1.3 REAR YARDS

- a. Maximum fence height along rear boundaries is 1.8m.
- b. Planting should be used to provide increased privacy for rear yards.

5.1.4 FENCING ON COMMON BOUNDARIES WITH PUBLIC OPEN SPACE

- a. Fencing along boundaries abutting public open space shall be of a maximum height of 1.2m.
- b. Planting should be used to provide increased privacy for rear yards, however avoid screen planting taller than 1.6m and for longer than 60% of the length of the boundary.

5.2 Architectural Design

5.2.1 BUILDING LAYOUT AND FORM

- a. Guidance: The typologies (standalone, duplex and terrace) as illustrated on the Belmont Park Estate Concept Development Plan have been located within the subdivision in suitable locations to provide a range of living opportunities and a purchasers comprehensive design proposal should seek to achieve this outcome or similar.
- b. Guidance: The dwelling designs in the Belmont Park Estate Concept Development Plan are indicative only but illustrate desired relationships. The locations of dwellings on the sites should be the most appropriate for the dwelling design.
- c. Building locations and footprints should maximise the depth of the open space in rear yards for private outdoor space and maximise building separation with other buildings to the rear. There is the opportunity for a greater number of duplex forms, and/or zero lot (no side yard on one side) dwellings to maximise side yard space.
- d. Buildings should provide a consistent edge to the street in terms of height, scale and rhythm.
- e. Building location and design shall ensure sun access to the living areas of dwellings, and private outdoor space for a minimum of 3 hours per day to assist with passive solar heating and to provide appropriate amenity for residents. This consideration extends to neighbouring sites and should not preclude this outcome being achieved on neighbouring sites.
- f. Front doors shall face and be directly accessible from the street.
- g. At least one living space (kitchen, dining or lounge) must be located in the front of the dwelling with at least one window facing the street to provide outlook and passive surveillance of the street.

- h. Garages facing the street shall be no greater than 40% of the width of the front facade it relates to.
- i. Garage doors shall have a setback of at least 5m from the front boundary and shall not be forward of the dwelling.
- j. Encourage variation of roof forms and a super lot shall have no more than two of the same dwelling designs adjacent to one another. Guidance: Gable end and mono pitched roof forms are encouraged to provide a strong contemporary architectural top to the dwellings. Hip roof forms should be avoided.

5.2.2 FACADES, COLOURS AND MATERIALS

- a. More than one dwelling design shall be repeated along a street. Guidance: While the floor plans and built form might be the same, facade treatment, colours and materials should vary to create an interesting streetscape.
- b. Each dwelling shall have a minimum of three main cladding materials, including the roof; Guidance: the use of plaster finishes is strongly discouraged.
- c. Guidance: Where possible propose windows and doors that provide a sense of depth to walls.
- d. Waste water pipe work and all other service ducting, heat pump units, hot water heater, gas meters, satellite dishes, and the like shall be concealed from view from the street. Guidance: the architectural solution should consider the location of these elements even if they are not to be installed to provide the opportunity in the future if necessary.

6.0 ASSESSMENT CRITERIA

6.1 Introduction

- a. The following assessment criteria shall be used to assess any purchasers comprehensive development proposal.

6.2 Concept Development Plan

- a. The extent to which the purchasers comprehensive development proposal achieves the intent of the Belmont Park Estate Concept Development Plan as per Appendix A, and the vision as per Section 2.0 above.

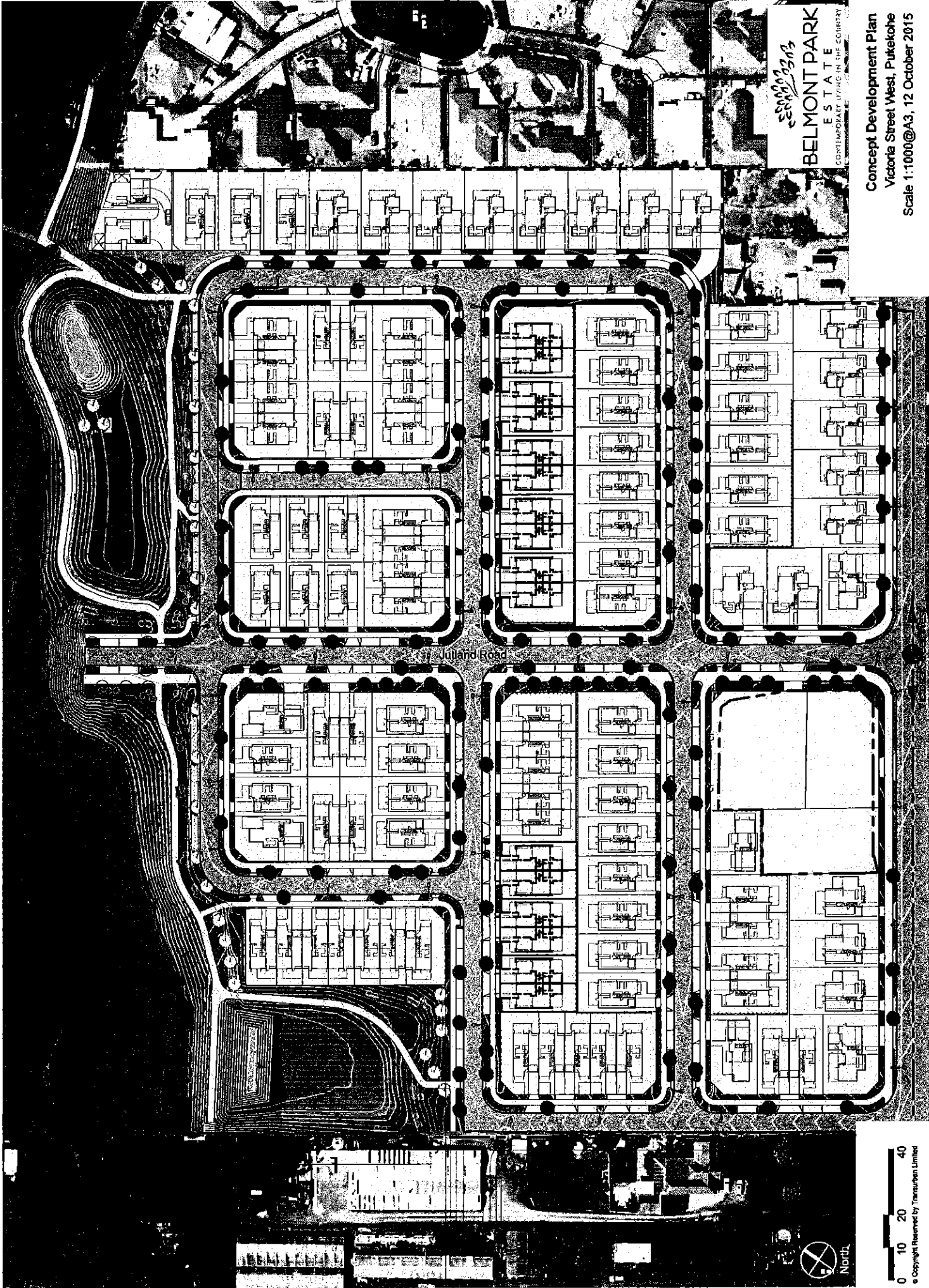
6.3 Belmont Park Estate Design Control

- a. The extent to which the purchasers comprehensive development proposal achieves the outcomes sought in Section 5.0 above.

6.4 Operative Plan Assessment Criteria

- a. While not limiting the exercise of its discretion, BPEL shall assess the extent to which the purchasers comprehensive development proposal meets the expectations as set out in the zone rules for the Mixed Housing Suburban zone of the applicable operative plan at the time (Proposed Auckland Unitary Plan, or the Operative Auckland Unitary Plan), regardless of whether or not a resource consent is required.

APPENDIX A - Belmont Park Estate Concept Development Plan



EMPHASIS
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CENTRAL DISTRICT

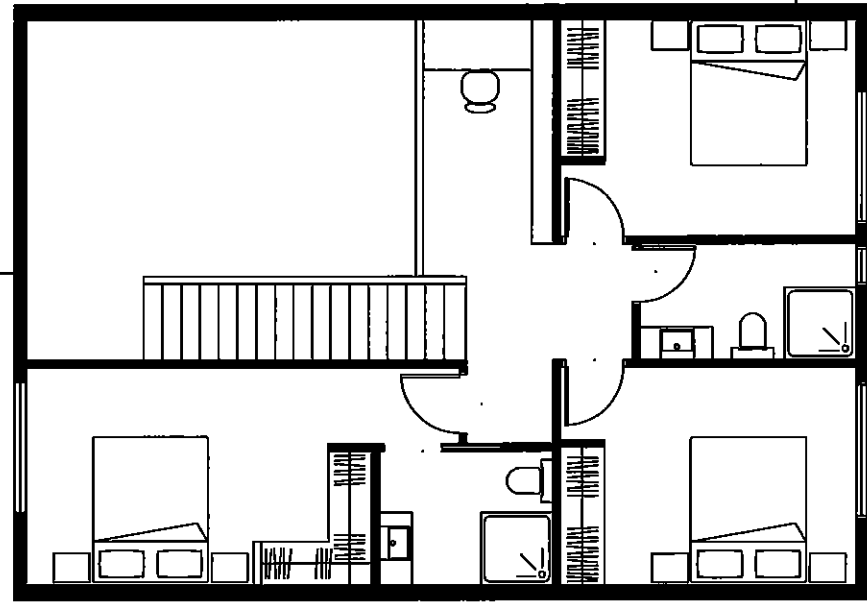
Concept Development Plan
Victoria Street West, Pukekohe
Scale 1:1000@A3, 12 October 2015



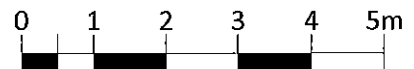
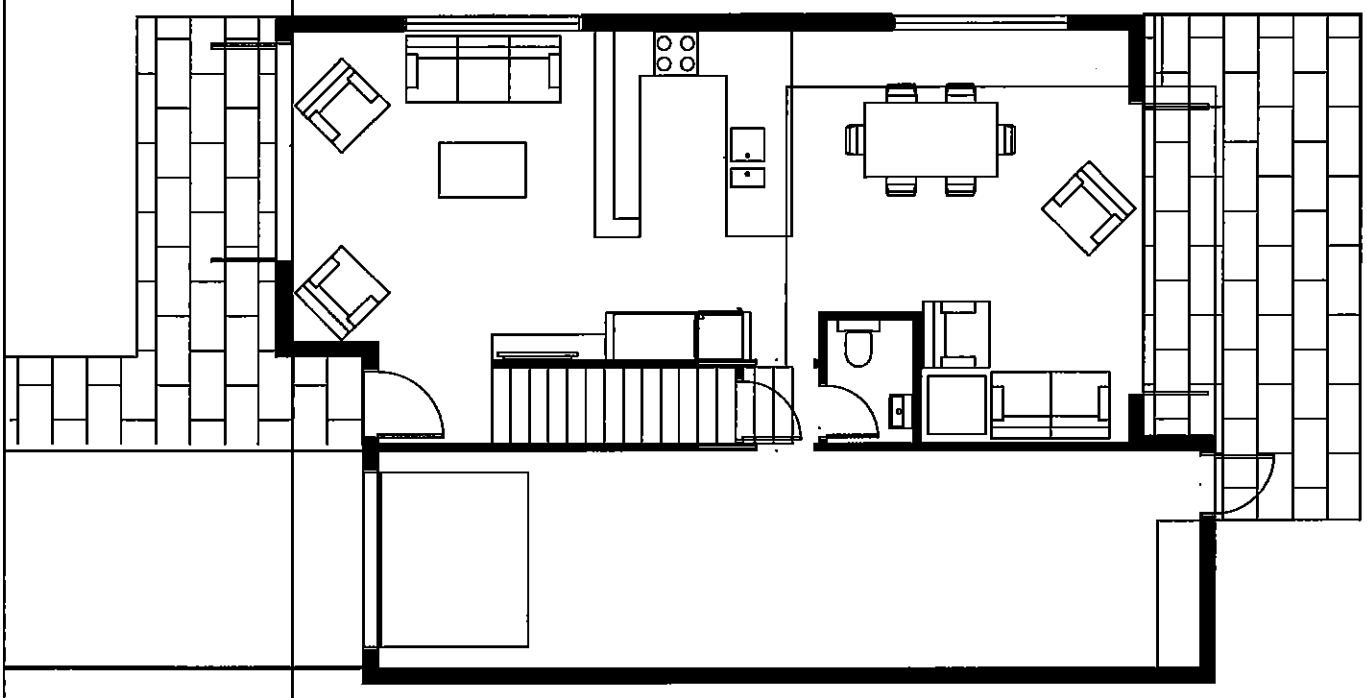
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APPENDIX B - Indicative Floor Plans

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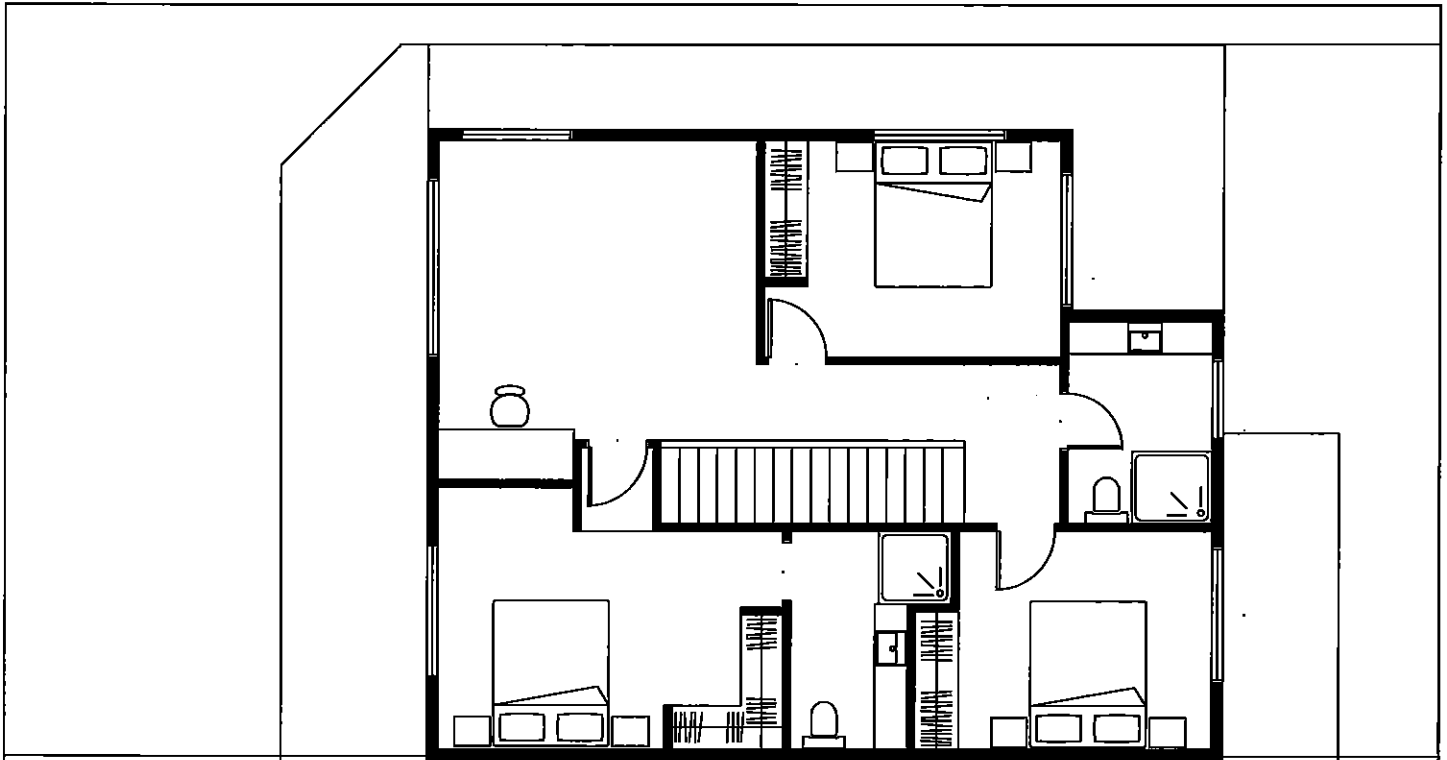
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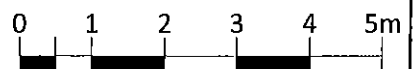


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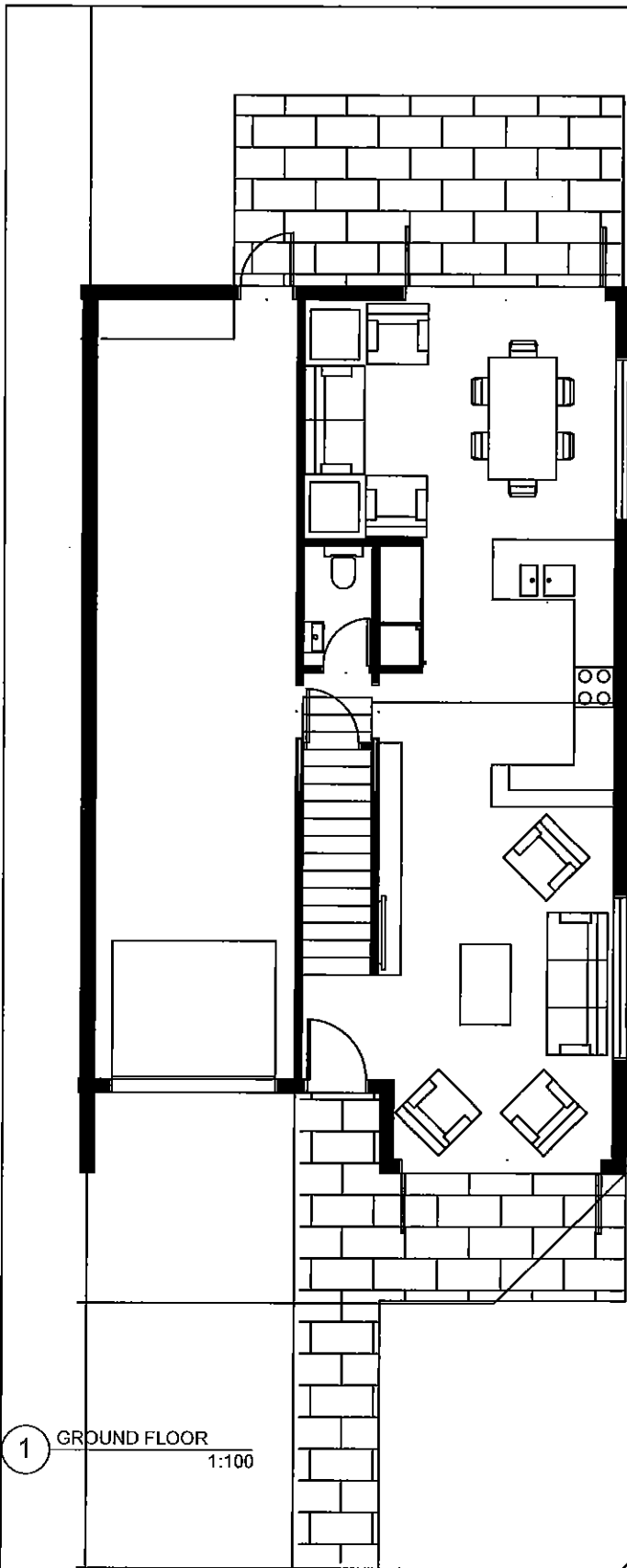
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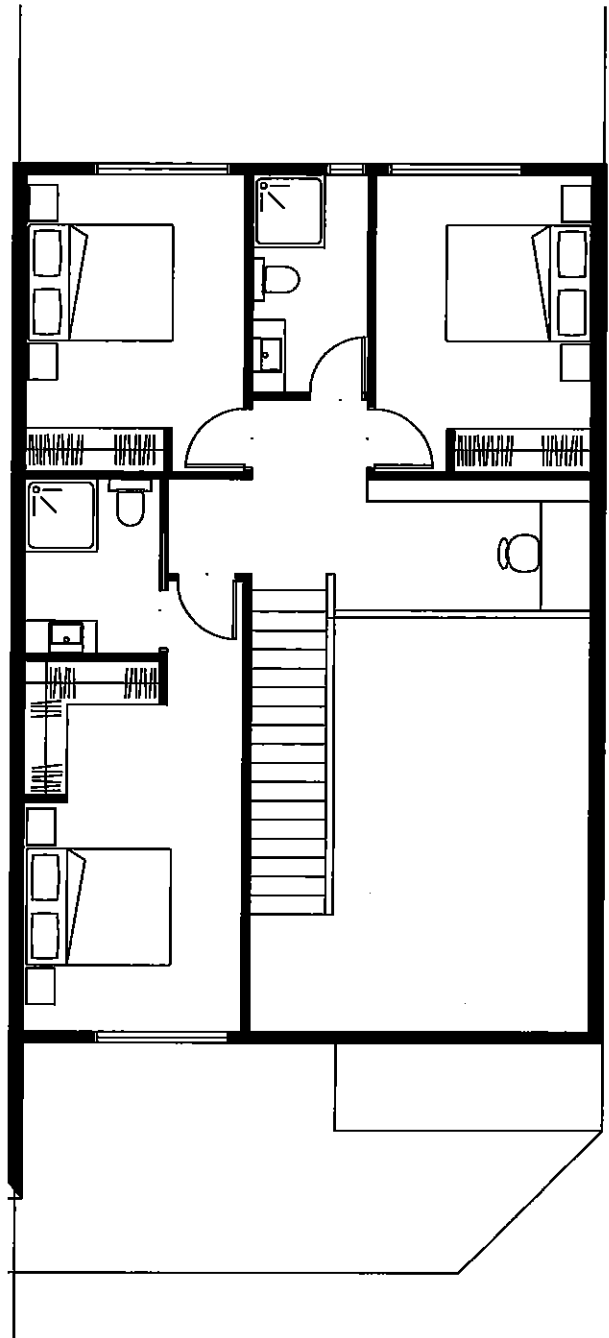


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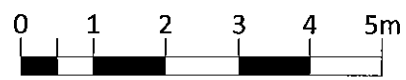
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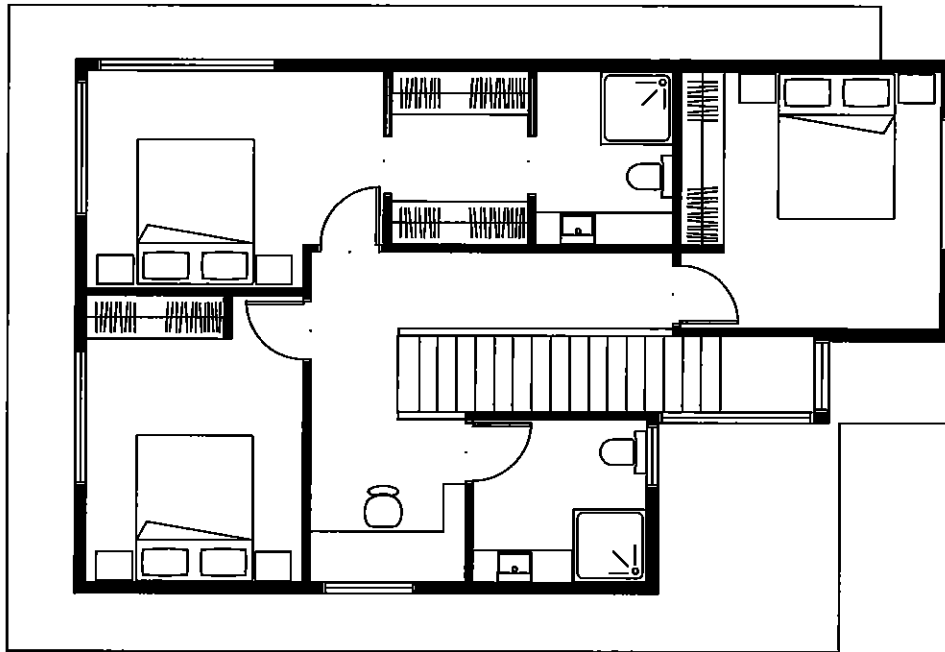
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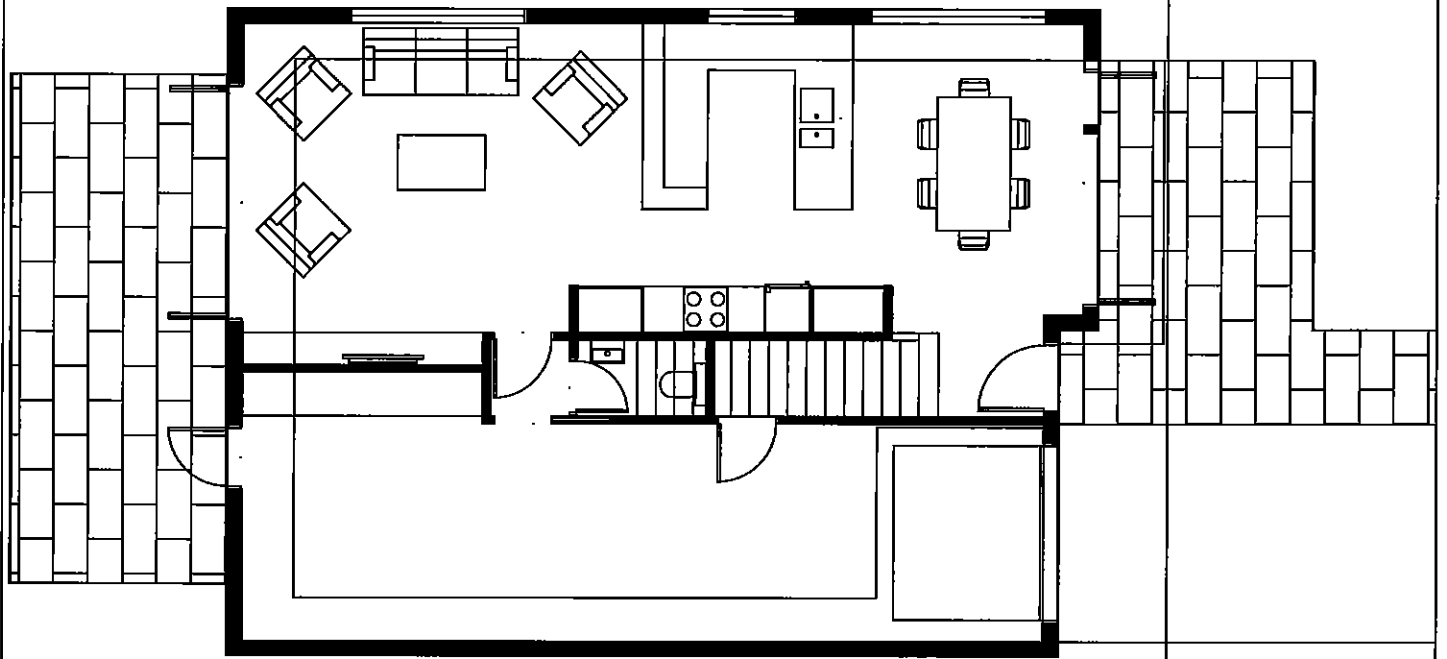
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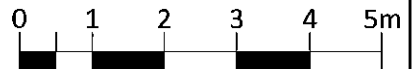
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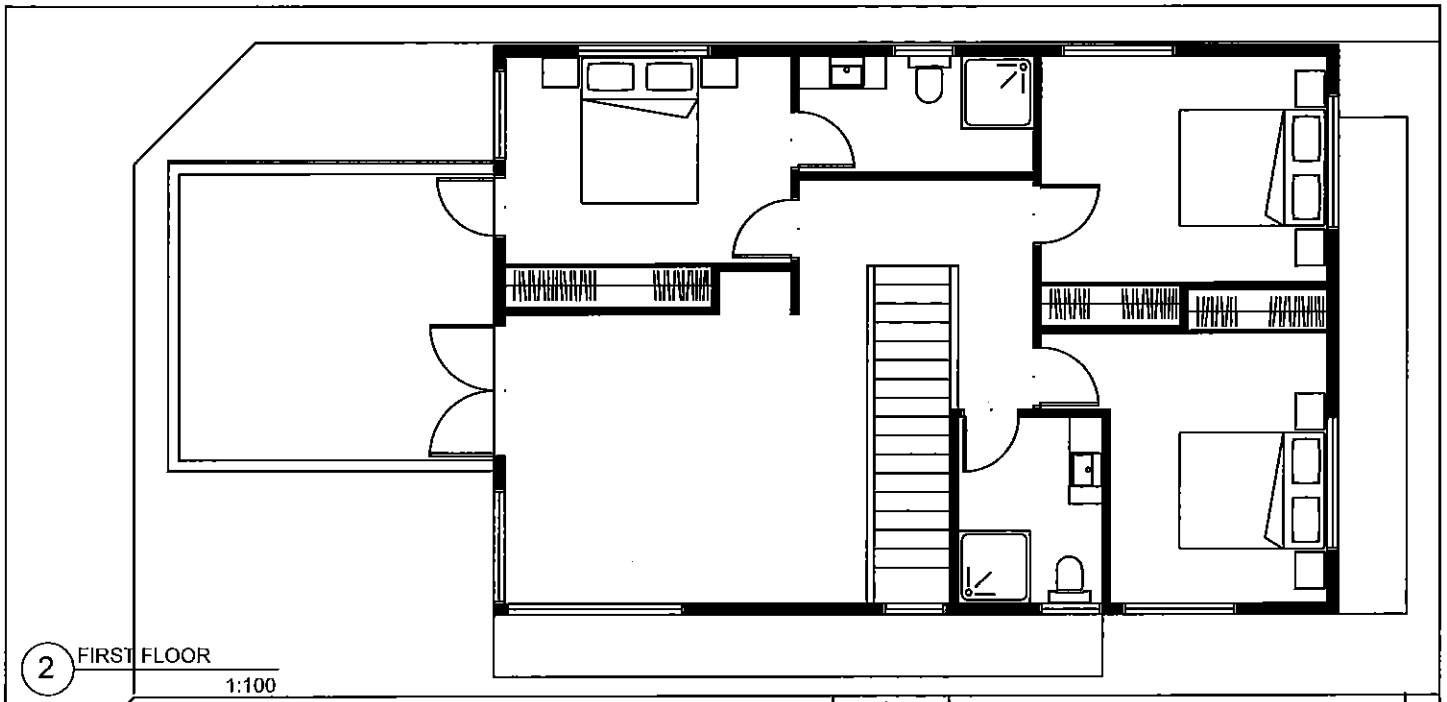
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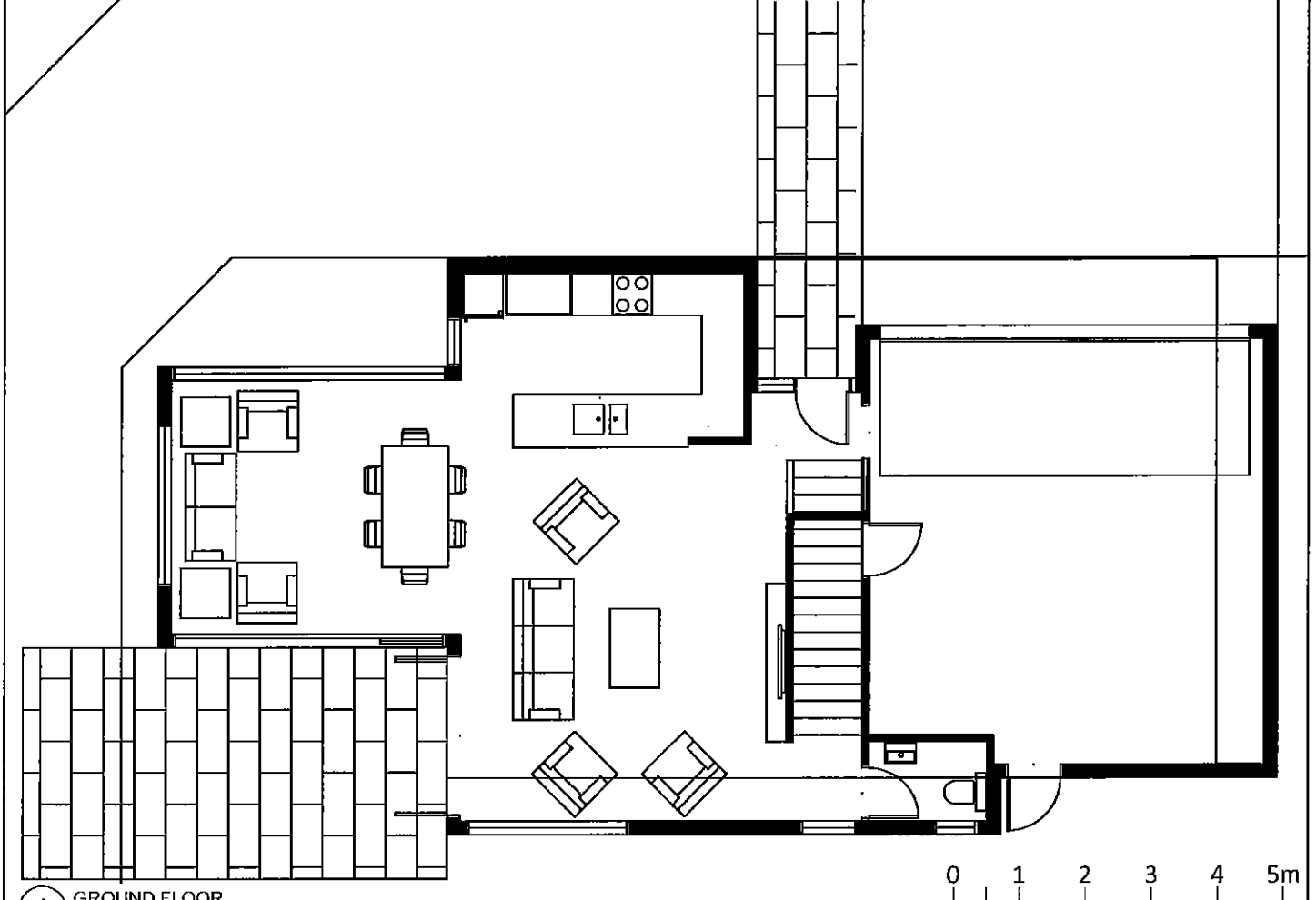
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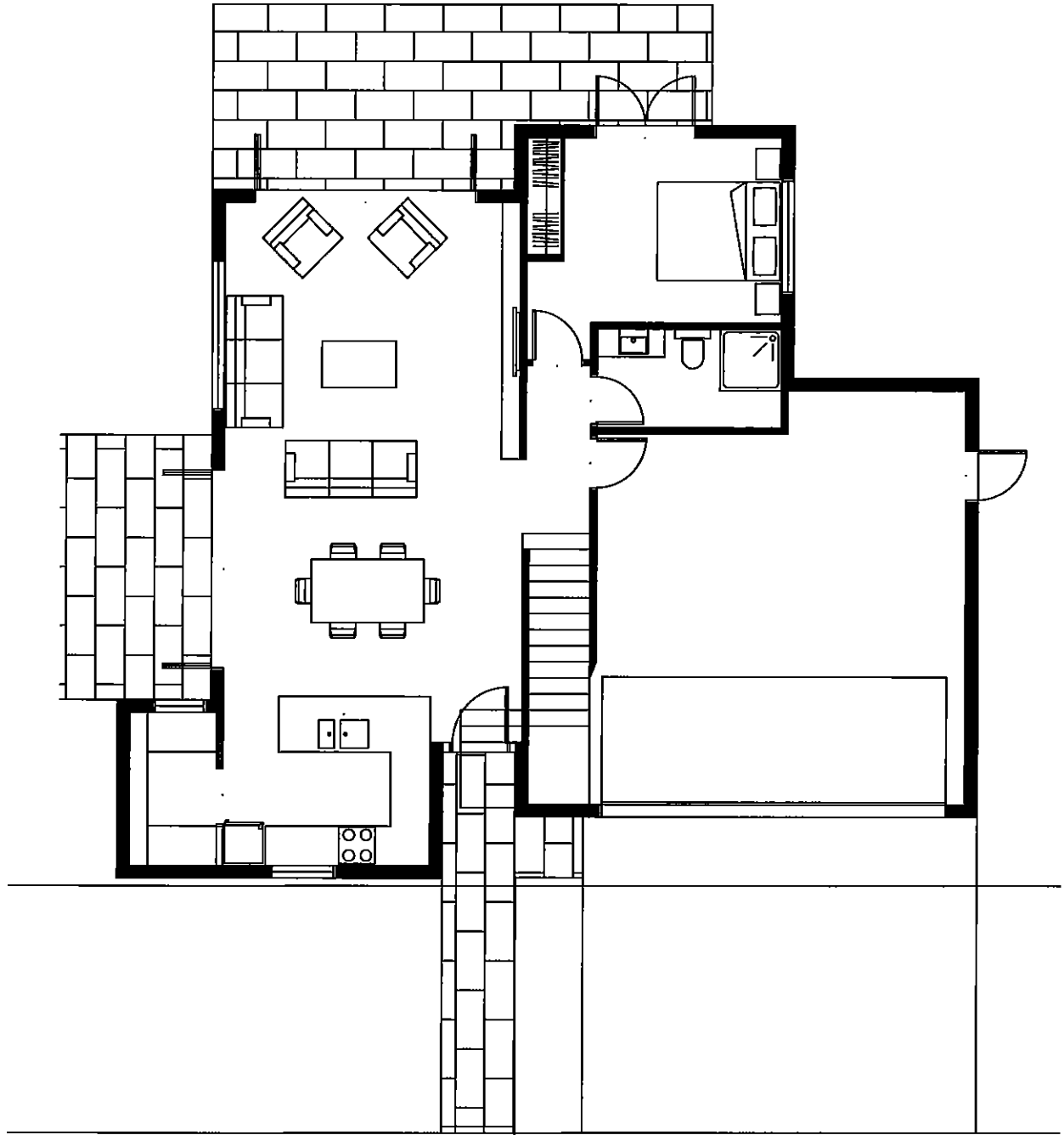
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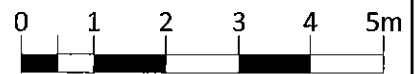
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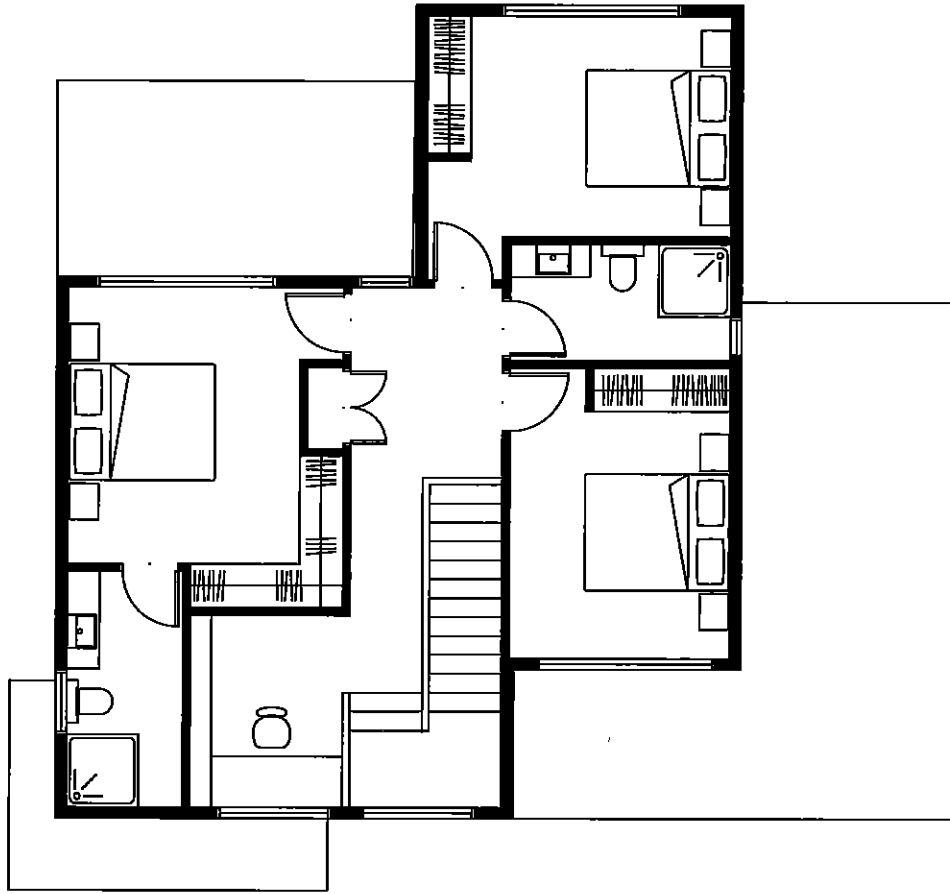
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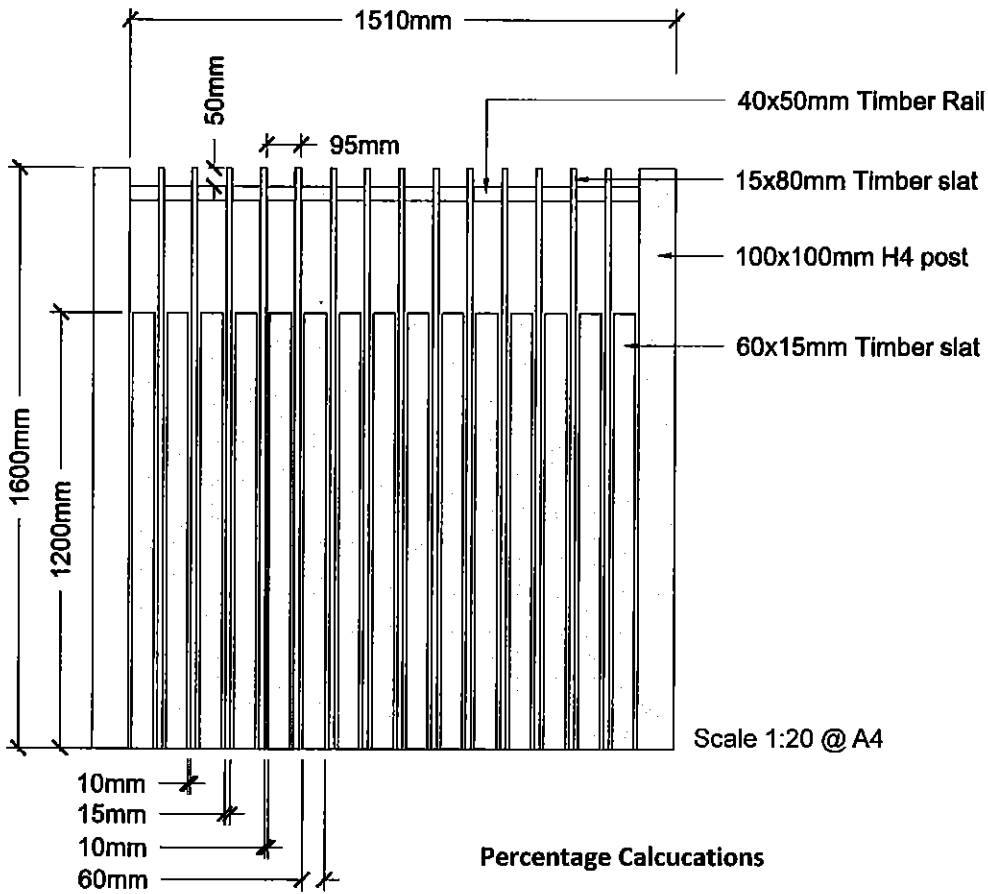
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APPENDIX C - Example Front Fence Detail



Percentage Calculcations

Top part of 1.6m high fence (1.2m-1.6m)

	number	total area	%
length of fence	1510		
area of gap	28800	15 432000	71.52%
area of slat	6000	14 84000	
area of post	40000	1 40000	
area of top rail	3200	15 48000	
Total solid		172000	28.48%
total area of top part of fence		604000	100.00%

Bottom part of 1.6m high fence (0m-1.2m)

	number	total area	%
length of fence	1510		
area of gap	12000	30 360000	19.87%
area of slat	72000	15 1080000	
area of slat	18000	14 252000	
area of post	120000	1 120000	
Total solid		1452000	80.13%
Total area of bottom part of fence		1812000	100.00%