



EARLSBROOK  
LINCOLN

# Residential Design Guide

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Welcome  
to Earlsbrook

A1 Introduction

The Carter Group, a family-owned, intergenerational developer of land and buildings throughout the Canterbury region, is proud to be developing Earlsbrook, a master-planned superior subdivision in Lincoln.

Nestled in the southside of Lincoln, with views to the Port Hills and the Southern Alps, Earlsbrook will offer a range of section sizes to suit a variety of buyers, surrounded by lush green spaces and diverse amenities.

Earlsbrook’s vision is to preserve the character and charm that makes Lincoln special. It will blend seamlessly with the existing community, offering homes that people love and spaces where they truly feel part of a neighbourhood—not just another house on the street.

Over the next 10 years, Earlsbrook plans to provide approximately 2,100 residential sections. New housing options will range from family homes to townhouse living and retirement options. The Earlsbrook masterplan integrates diverse residential options, commercial hubs, ecological reserves, a new school and preschools, a supermarket, and other key community amenities.

The development is entirely walkable, with neighbourhood reserves that connect to natural waterways and freshwater springs.

Top reasons to commit to Earlsbrook; Lincoln’s largest subdivision:

1 High quality, well capitalised development

As proud Cantabrians, the Carter Group’s philosophy is to build well planned, long-term developments that they are proud of and enhance the existing environment.

2 Strategic Location

Earlsbrook offers the perfect balance of serene suburban living and convenient access to urban amenities , while retaining a rural feel. The proximity to Christchurch, Selwyn’s rapidly expanding commercial hubs, and Lincoln University makes it an ideal location for families and professionals alike.

3 Massive Market Potential

As the biggest subdivision in the area, this development will cater to a broad spectrum of home buyers. From first-time buyers and young families to retirees looking for a tranquil place to settle or invest, the demand will be substantial, providing a steady stream of clients for years to come.

4 Long-Term Commitment, Long-Term Gains

Builders can secure sections as the subdivision is developed, securing a pipeline of future projects. This means you can manage resources effectively and optimise your investments over time.

5 Future-Proofed Development

With comprehensive planning that includes green spaces, walking tracks, shopping precincts, and education facilities, this subdivision is designed to be a self-sustaining community. Buyers will be drawn to the lifestyle benefits, ensuring ongoing demand and appreciation of property values.

6 Community-Driven Design

This is more than just a subdivision; it’s a vision for a connected, vibrant, and family-friendly community. Builders who partner with us will not only be constructing homes, but also contributing to the creation of a thriving neighbourhood that residents will be proud to call home.

Why the name Earlsbrook?

Established in 1863, Lincoln was named after the Earl of Lincoln, and its development was closely tied to the region’s growth as a major farming hub. The name Earlsbrook is a nod to the town’s history.



# A2 Earlsbrook Precincts

**The next chapter**

Introducing Earlsbrook's next chapter as the development grows and takes shape in Lincoln. Four connected precincts, Earlsbrook Square, Scholars Quarter, The Springs and Linden Park. Each name is inspired by Lincoln's heritage and natural landscape, and together they create one neighbourhood. This is the beginning of places with their own identity, united by a shared vision of belonging.



## Earlsbrook Precincts

### Your Community

A great community is more than just a collection of houses, it's a place where people connect and work together to create a new story. At Earlsbrook, we're writing the next chapter of our story with the introduction of four distinct precincts. Each one has its own character, crest, and vision, designed to create a series of mini-neighbourhoods within our wider community.

So, why precincts? For us, it's about giving every resident a sense of place and belonging. These aren't just new stages; they are unique identities carefully crafted to reflect Lincoln's rich heritage and natural beauty. They ensure that while each neighbourhood feels distinct, it remains a part of the vibrant, connected Earlsbrook community.

### Earlsbrook Square

Every great neighbourhood needs a heart, and Earlsbrook Square is ours. As the first precinct to be released, it set the tone for what the wider development would become. Residents here enjoy the best of both worlds: a welcoming, well-established home and the convenience of being just a short walk from Lincoln's township.

This precinct emphasises:

- Walkable, tree-lined streets, designed for a relaxed, active lifestyle.
- Generous green spaces, from pocket parks to community reserves.
- Easy access to town - residents can enjoy a quick stroll to local shops, cafes, and amenities.

Earlsbrook Square has quickly become a sought-after home for many, defining the friendly, community-focused lifestyle that is central to the Earlsbrook vision.

### Scholars Quarter

The latest release at Earlsbrook, Scholars Quarter, continues our story with a focus on education and connection. This precinct is positioned to put residents at the centre of everything that matters. With Lincoln University, a new primary school, and local reserves all within walking distance, it's a place that effortlessly connects you to learning, recreation, and community life.

Scholars Quarter offers a variety of section sizes, making it an ideal choice for:

- First-Home Buyers: Find your start in a thriving, growing community.
- Growing Families: Benefit from easy access to the new school and local parks.
- Investors: Secure a property in a high-demand location.

This is more than just a place to live; it's a neighbourhood where every resident is connected to the very best of Lincoln.

### The Springs

Looking ahead, The Springs will celebrate Lincoln's deep connection to its natural environment. Named after the natural waterways and springs that shape the local landscape, this precinct is designed to feel like a seamless blend of nature and contemporary living. Here, you'll find a tranquil setting where lush greenery and thoughtfully planned streets encourage an indoor-outdoor lifestyle.

The Springs will offer residents a neighbourhood that feels both connected to its surroundings and perfectly equipped for a modern lifestyle. It's the ideal place for those who value peace, recreation, and the simple beauty of nature.

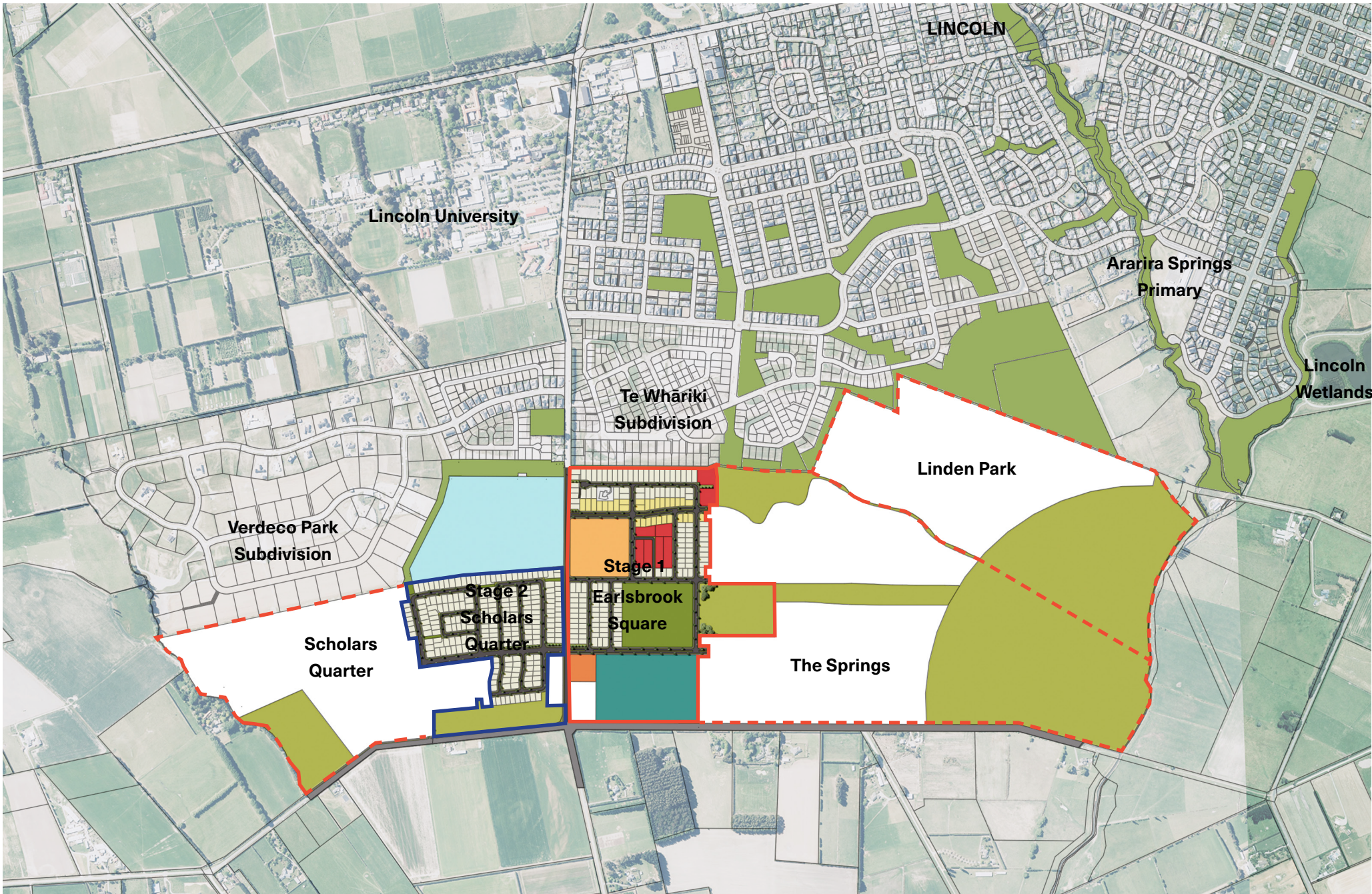
### Linden Park

Completing the picture is Linden Park, a precinct inspired by the linden trees that have long been a feature of the Lincoln area. This neighbourhood is being thoughtfully designed with community in mind. From the carefully planned streets to the inviting green spaces, every detail is intended to foster connection and create a modern, yet timeless, place to call home. Linden Park is a nod to heritage and a commitment to creating a lasting legacy, a place where residents can truly put down roots and belong.

**By giving each precinct its own identity, we ensure every part of Earlsbrook feels unique while remaining part of our single, unified community. These four precincts aren't just individual areas, they are chapters of one complete story. It is one community with many places to belong. We invite you to explore our latest chapter and discover your place in the Earlsbrook community.**



A3 Earlsbrook Context



Note: Illustrative purposes only, subject to change



- |                               |                                |
|-------------------------------|--------------------------------|
| Superlots                     | Planned New Primary School     |
| New Life Church               | Planned New Retirement Village |
| Planned New Local Centre      | Arvida Retirement Village      |
| Showhomes                     |                                |
| Sections                      |                                |
| Stage One (Earlsbrook Square) |                                |
| Stage Two (Scholars Quarter)  |                                |
| Development boundaries        |                                |



A4 Stage One Area Plan



- Superlots
- New Life Church
- Planned New Local Centre
- Showhomes
- Sections
- Planned New Primary School
- Planned New Retirement Village
- Arvida Retirement Village

 Stage One Development boundaries

A5 Stage One Lot Types



Note: Refer to builder's drawings for comprehensive / superlot details.  
Note: Illustrative purposes only, subject to change

- Type 1 Low Density (500-700m<sup>2</sup>)
- Type 2 Medium Density (300-499m<sup>2</sup>)
- Type 3 Corner lots
- Type 4 Comprehensive/ Superlots
- Stage One
- Transformer kiosk 2.2m x 2.5m

Each lot within Earlsbrook is one of 4 lot types, depending on the size. Each lot type has specific design guidelines that apply to the homes and landscaping treatment.

Note: An electrical transformer kiosk (2.2 x 2.5m) is to be located on the front road shared boundary between lots 74 & 75 and lots 83 & 84.



A6 Stage Two Area Plan



Note: Illustrative purposes only, subject to change



- |                          |                                |
|--------------------------|--------------------------------|
| Superlots                | Planned New Primary School     |
| New Life Church          | Planned New Retirement Village |
| Planned New Local Centre | Arvida Retirement Village      |
| Showhomes                |                                |
| Sections                 |                                |
| Stage Two                |                                |
| Development boundaries   |                                |

A7 Stage Two Lot Types



Note: Illustrative purposes only, subject to change

- Type 1 Low Density (500-700m<sup>2</sup>)
- Type 2 Medium Density (300-499m<sup>2</sup>)
- Type 3 Corner lots

Stage Two

Each lot within Earlsbrook is one of 4 lot types, depending on the size. Each lot type has specific design guidelines that apply to the homes and landscaping treatment.

A8 New Home Design Guidelines

**The purpose of these guidelines for the development of dwellings and landscaping is to;**

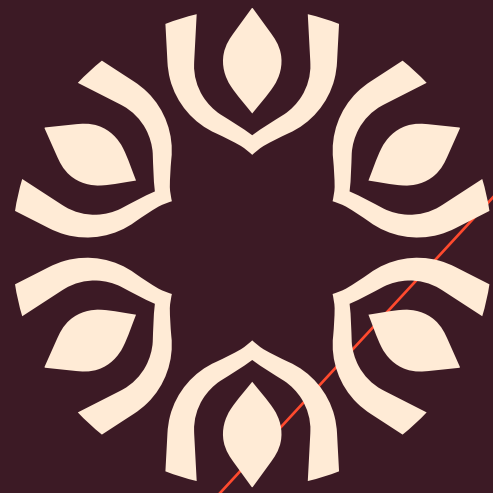
- Enhance Earlsbrook's character:**  
Guide you in designing a home and landscape that complements the neighbourhood's overall aesthetic.
- Provide clarity:**  
Offer a consistent framework for all landowners to follow.
- Maintain quality:**  
Ensure high development standards to protect property values and create a desirable living environment.
- Balance uniformity and individuality:**  
Promote a cohesive look while allowing for diverse and visually appealing designs.

**This guide will cover the following design elements:**

- Standard Requirements:**  
Site coverage in relation to lot size and maximum building heights.
- Setbacks and heights:**  
How the dwelling should sit within the lot.
- Built form and amenities:**  
How garages, entrances and service areas should be positioned. As well as considerations front façade treatment.
- Fencing and landscaping:**  
Required fencing treatment and landscaping for each lot.
- Materiality:**  
Building materials and suggested treatments.

Earlsbrook Residential Limited and Earlsbrook West Residential Limited reserves the right to review and alter the covenants after receiving feedback from the community development partners and land purchasers and has full discretion over the design of any housing within the subdivision. Earlsbrook Residential Limited and Earlsbrook West Residential Limited are open to receiving alternative designs which can be approved at the developer's discretion.



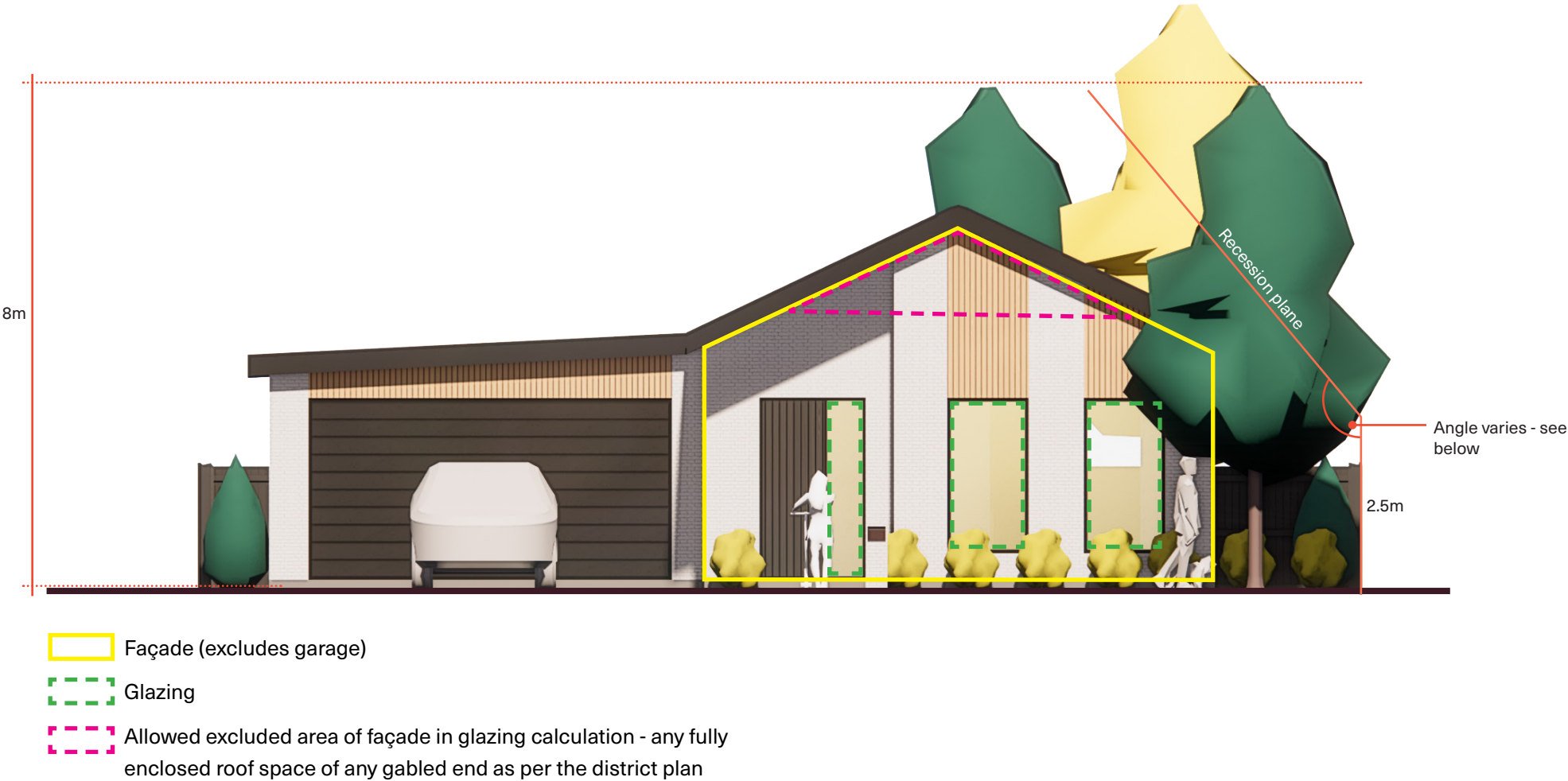


# Type 1 Low Density

B1 Standard Requirements

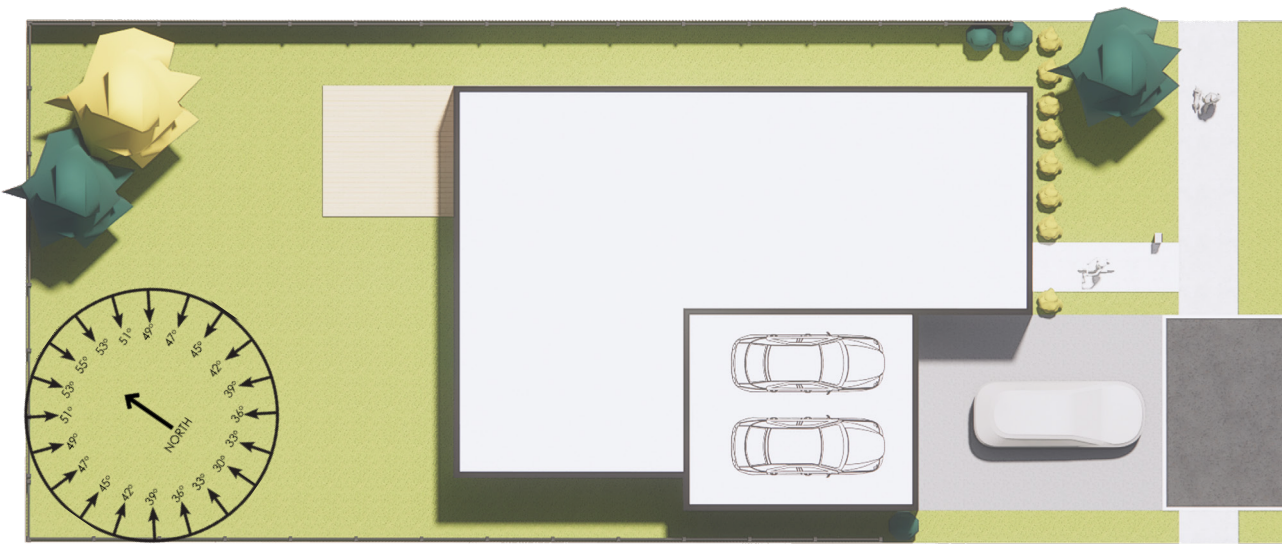
Type 1 lots are low density lots that are required to meet the following:

Lot Size:	500m <sup>2</sup> -700m <sup>2</sup>
Number of dwellings per site:	1
Site coverage:	45%
Maximum height:	8m
Number of stories:	1 storey (unless otherwise specifically approved by developer)
Minimum dwelling size:	160m <sup>2</sup>
Recession plane in relation to boundary:	2.5m + 30-55° (recession plane angle varies depending on orientation - see below)



The recession plane begins at a height of 2.5 meters above the property boundary. The recession plane angle varies depending on the orientation of the site. To determine the correct angle, the recession plane indicator (compass) is placed over the site plan with its circle tangent to the inside of the boundary.

Lot owners are advised to refer to the Selwyn District Plan for more information.



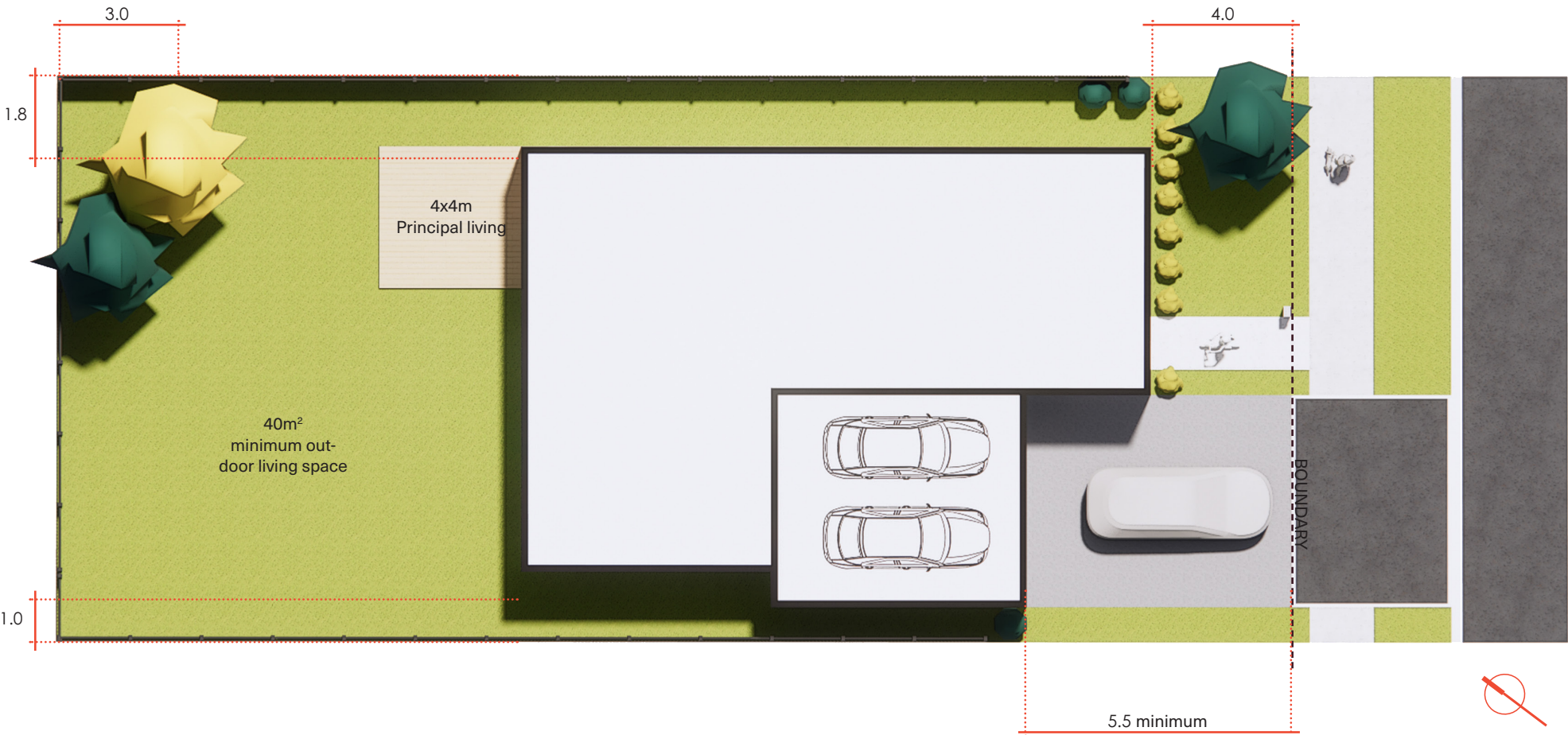


B2 Setbacks

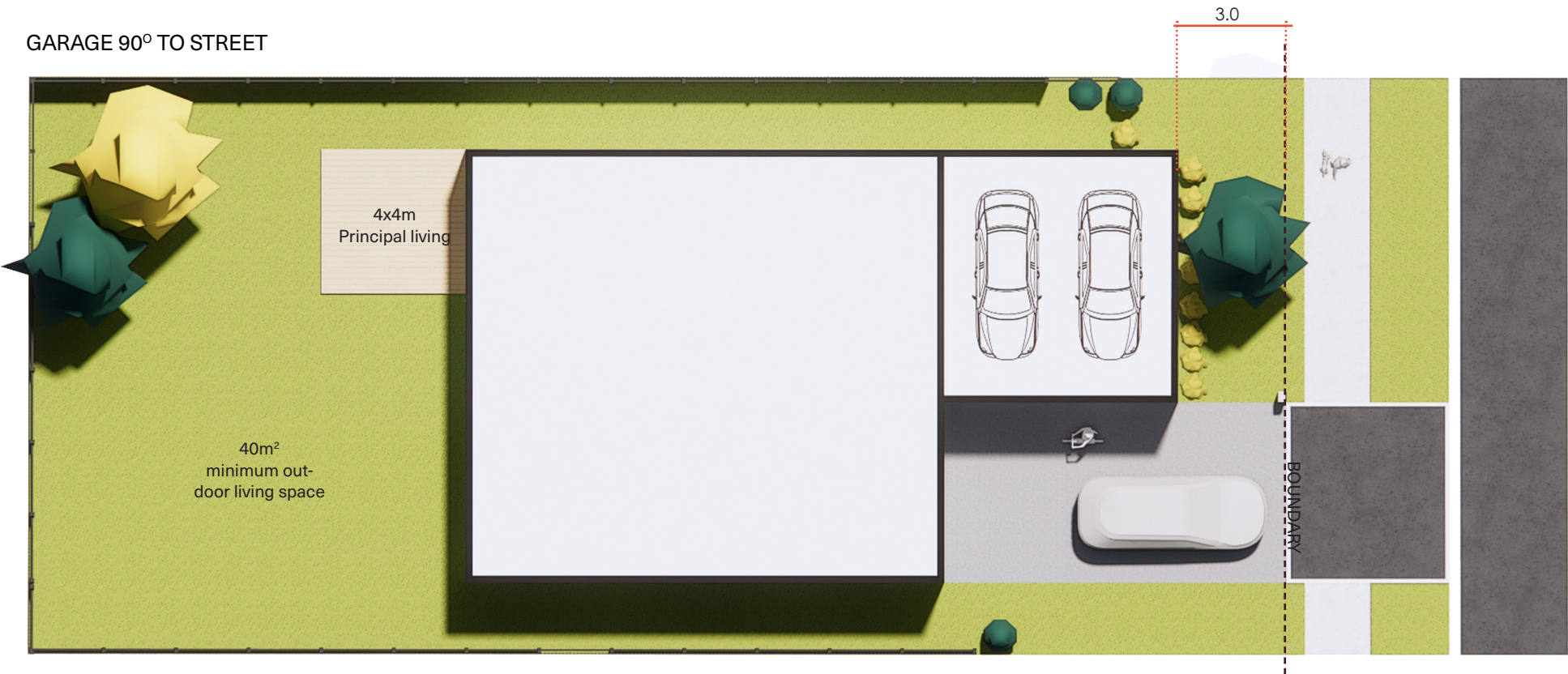
Type 1 setback requirements are as follows:

- Front yard: 4m
- Side yard: 1.8m to dwelling, 1m to garage
- Rear yard: 3m
- Garage door facing street: 5.5m
- Springs Road boundary specifically: 3m no-build setback

GARAGE FACING STREET



GARAGE 90° TO STREET



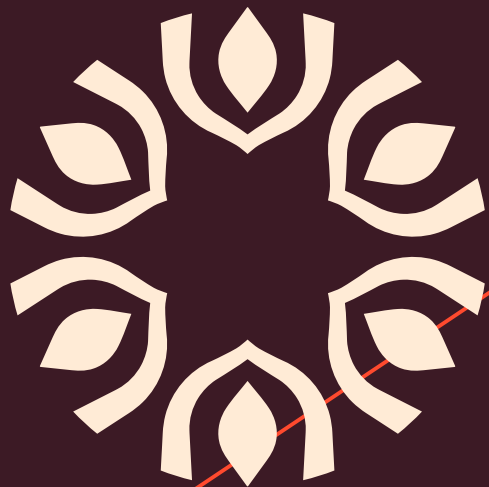


B3 Built Form and Amenities

Type 1 built form requirements are as follows:

Front door position:	The primary pedestrian entrance shall be visible and accessible from the road. This only applies to one frontage where a dwelling is on a corner site
Garage door width:	When facing the street, the garage door width must not exceed 50% of the total dwelling width
Garage door (facing street):	5.5m - the garage door must be setback from the front façade of the dwelling
Garage door (90° to street):	3m setback of street garage wall
Service areas:	A 2.25m² outdoor service area shall be provided for each dwelling in the side or rear yard where it is screened from a street or adjoining reserve.
Outdoor living space:	Size: 40m² Orientation: North, east or west Access: Must be directly accessible from the internal living space of the unit.
Outlook space:	Principal Living: 4x4m
Solar panels/ utilities:	Screen all plant and building services equipment (e.g. water tanks, garden sheds, air-conditioning units) if visible from the street or publicly accessible spaces. Solar panels must be designed to be flush with low profile mounting brackets.
Front façade glazing:	Any residential unit, or other principal building, facing the street must have a minimum of 20% of the street-facing façade in glazing. This can be in the form of windows or doors. (Note: the garage door is not included in the façade, and any fully enclosed roof space of any gabled end as per the district plan can also be excluded) - refer to B1 for façade area example.



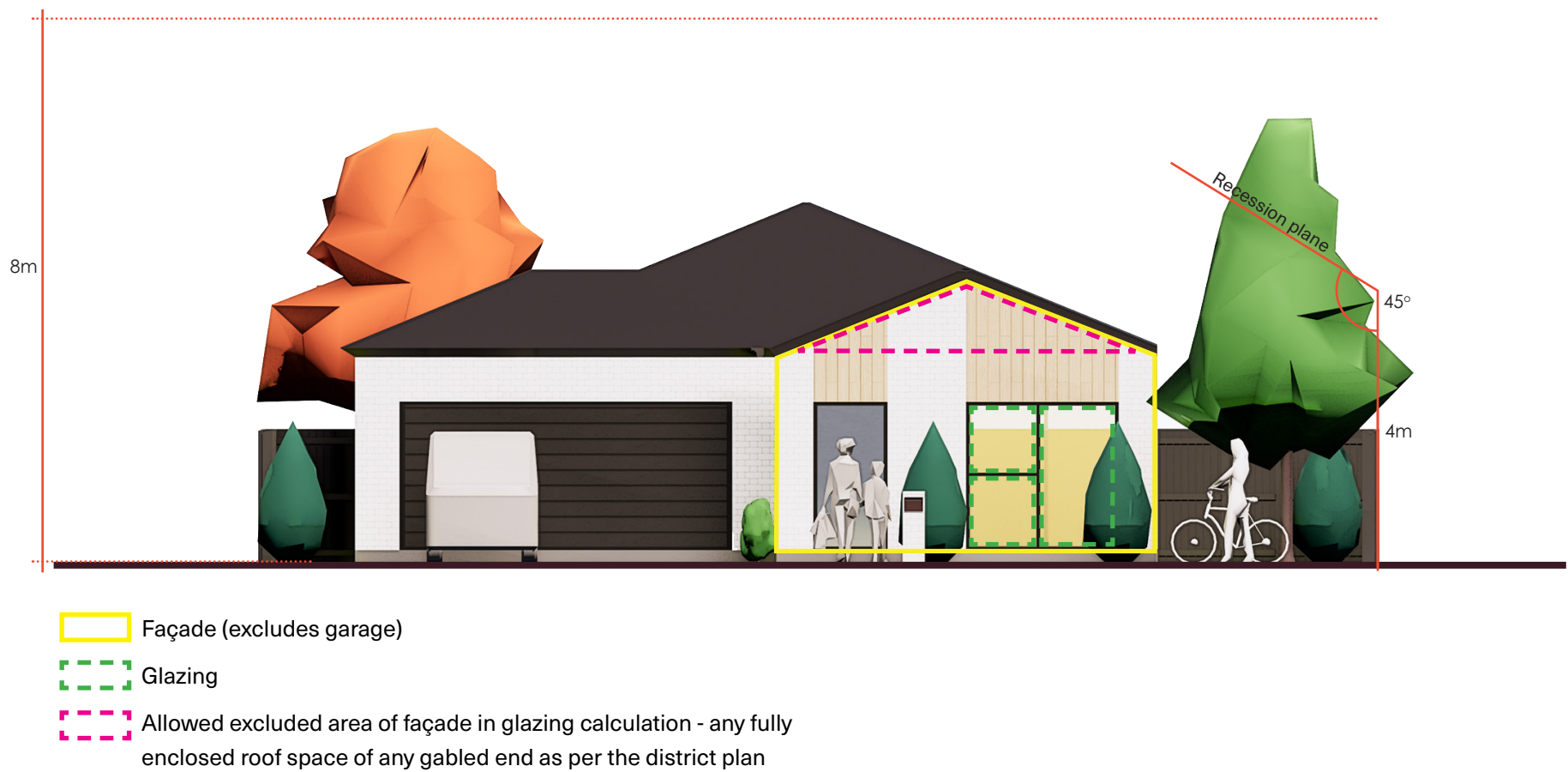


# Type 2 Medium Density

## B4 Standard Requirements

Type 2 lots are medium density lots that are required to meet the following:

Lot Size:	300m <sup>2</sup> -499m <sup>2</sup>
Number of dwellings per site:	1
Site coverage:	50%
Maximum height:	8m
Number of stories:	1 storey (unless otherwise specifically approved by developer)
Minimum dwelling size:	120m <sup>2</sup>
Recession plane in relation to boundary:	4m + 45°



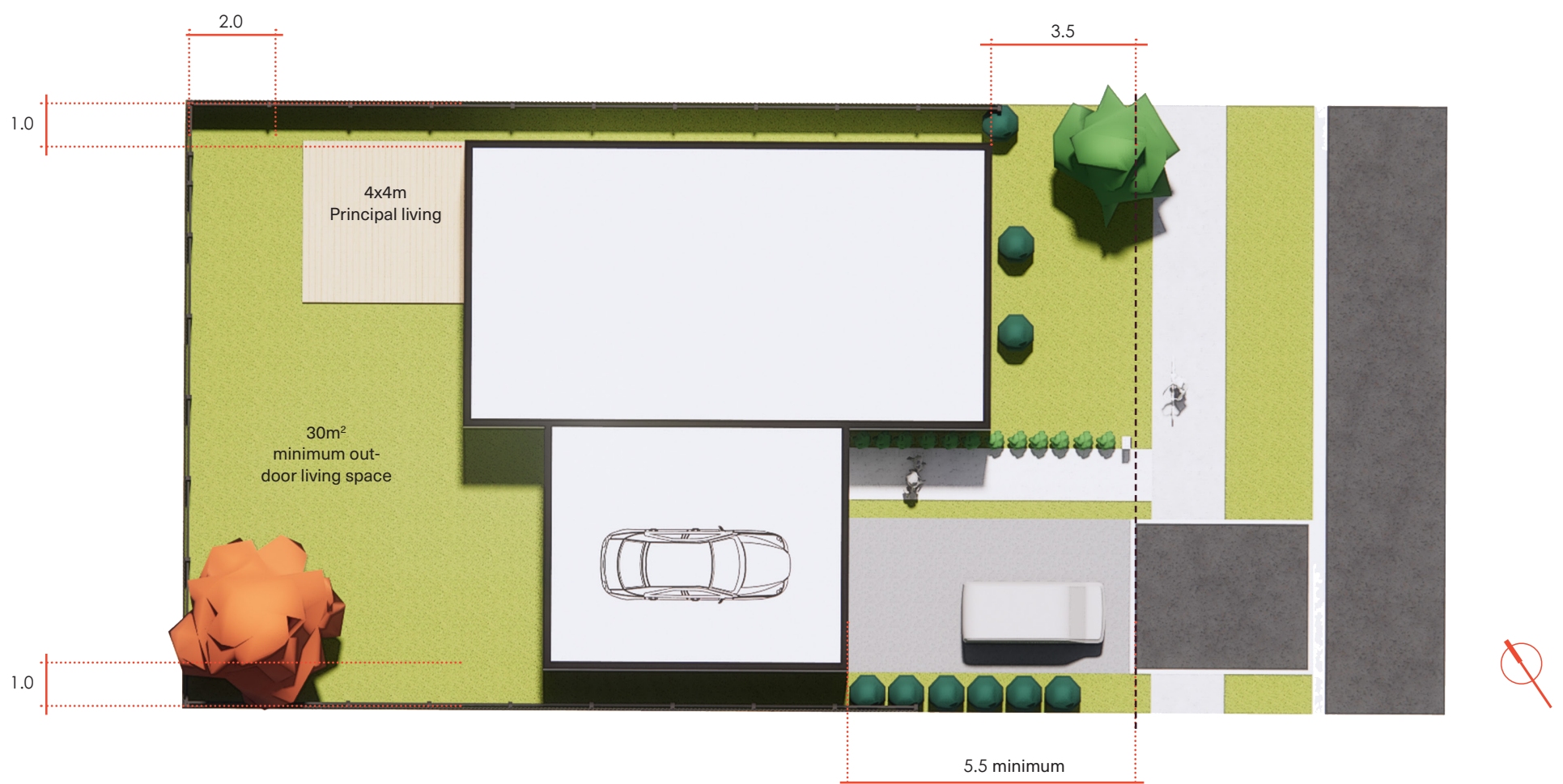


## B5 Setbacks

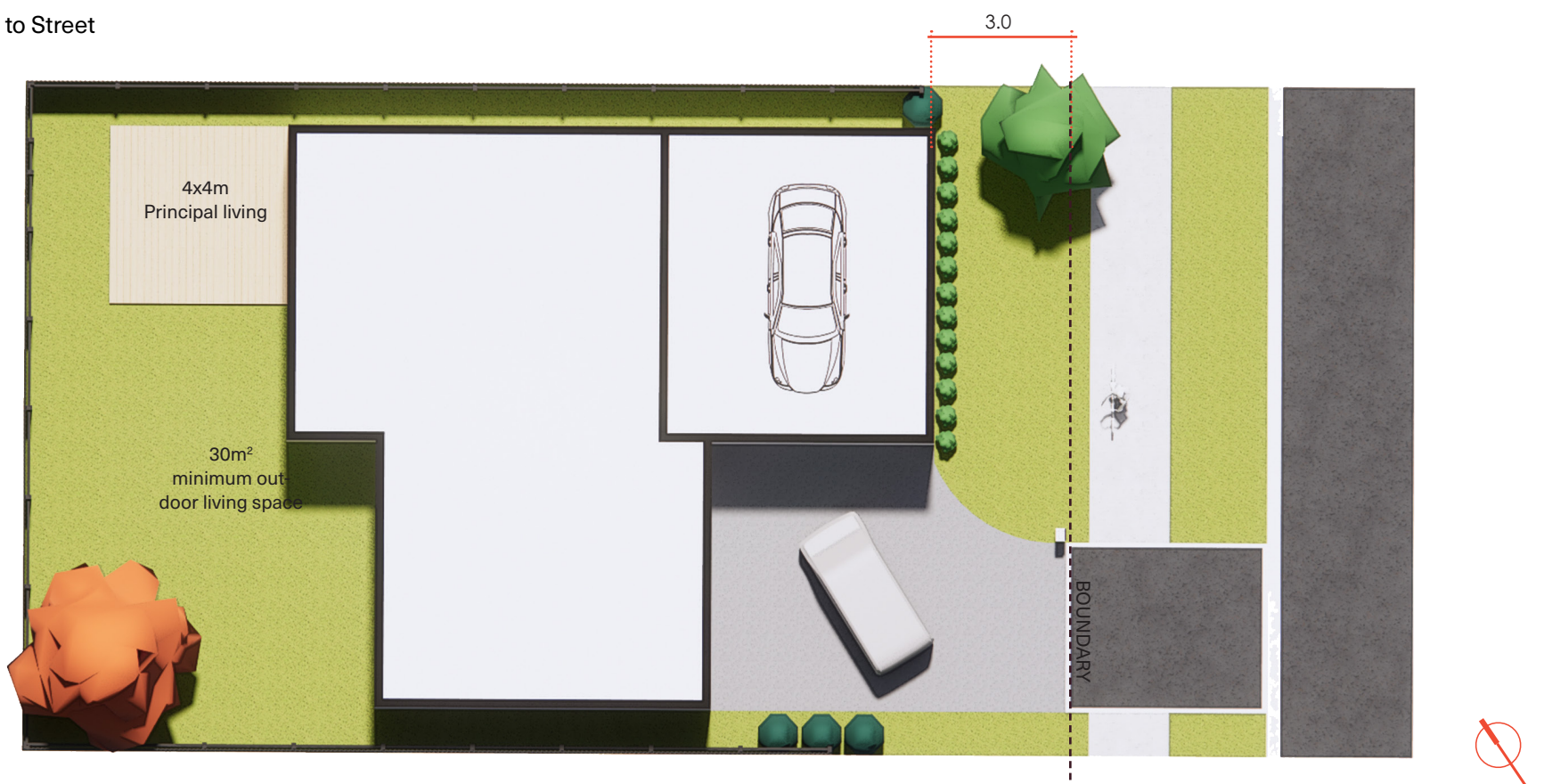
Type 2 setback requirements are as follows:

Front yard:	3.5m
Side yard:	1m
Rear yard:	2m
Garage door facing street:	5.5m
Springs Road boundary specifically:	3m no-build setback

Garage Facing Street



Garage 90° to Street





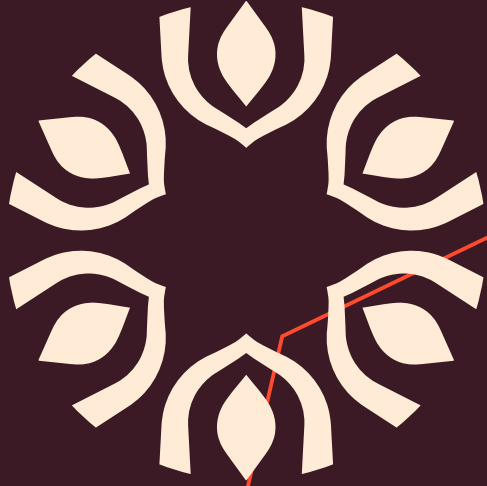
B6 Built Form and Amenities

Type 2 built form requirements are as follows:

Front door position:	The primary pedestrian entrance shall be visible and accessible from the road. This only applies to one frontage where a dwelling is on a corner site
Garage door width:	When facing the street, the garage door width must not exceed 50% of the total dwelling width
Garage door (facing street):	5.5m - the garage door must be setback from the front façade of the dwelling
Garage door (90° to street):	3m setback of street garage wall
Service areas:	A 2.25m² outdoor service area shall be provided for each dwelling in the side or rear yard where it is screened from a street or adjoining reserve.
Outdoor living space:	Size: 30m² Orientation: North, east or west Access: Must be directly accessible from the internal living space of the unit.
Outlook space:	Principal Living: 4x4m All other habitable rooms: 1x1m
Solar panels/ utilities:	Screen all plant and building services equipment (e.g. water tanks, garden sheds, air-conditioning units) if visible from the street or publicly accessible spaces. Solar panels must be designed to be flush with roof or building forms on which they are mounted
Front façade glazing:	Any residential unit, or other principal building, facing the street must have a minimum of 20% of the street-facing façade in glazing. This can be in the form of windows or doors. (Note: the garage door is not included in the façade, and any fully enclosed roof space of any gabled end as per the district plan can also be excluded) - refer to B4 for façade area example.







# Type 3 Corner Lots

B7 Standard Requirements

Type 3 lots are corner lots that can fit within the low, medium or comprehensive/ superlot densities. However with the secondary frontage these lots are required to meet additional rules:

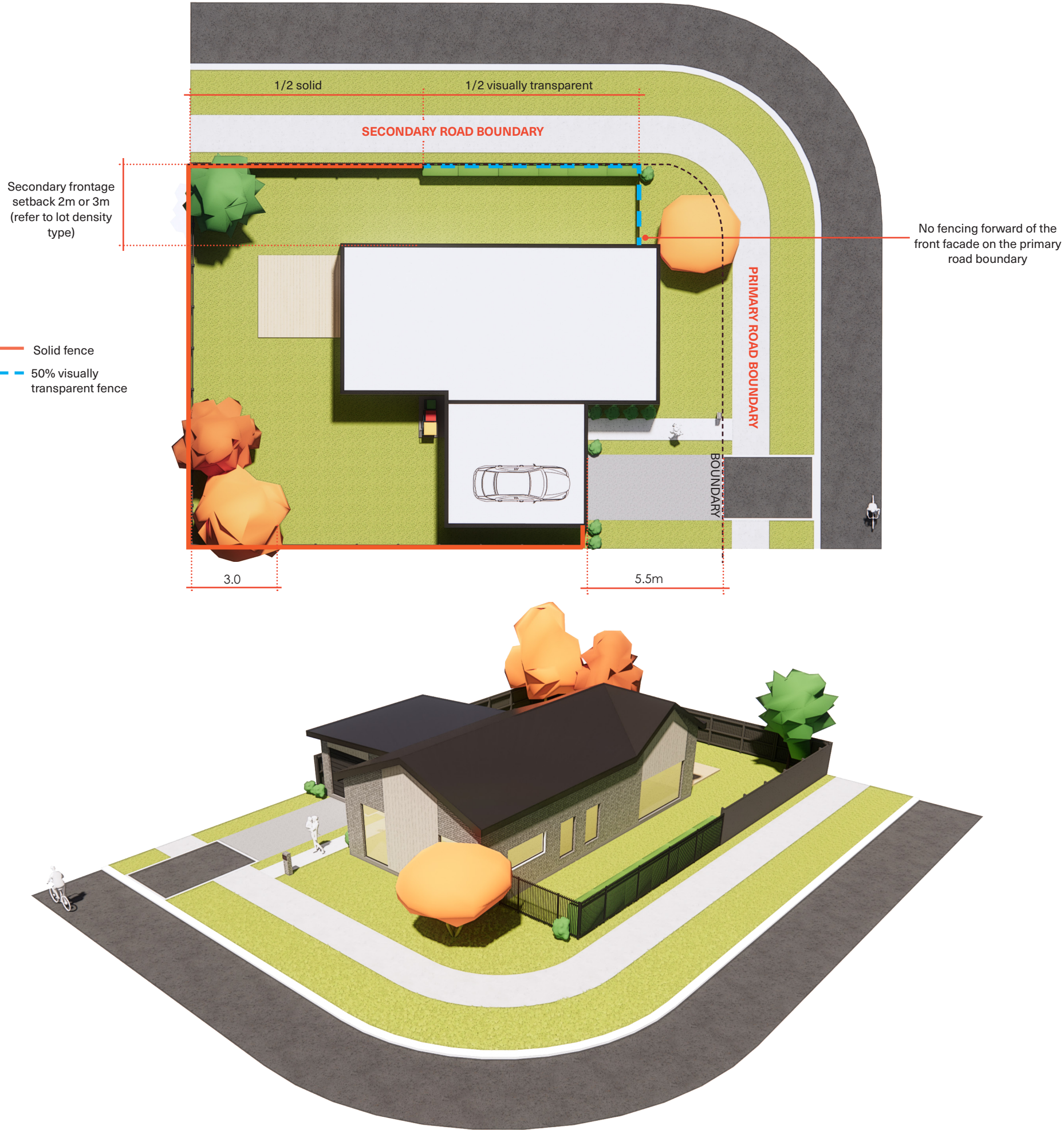
- Second Frontage Setback:

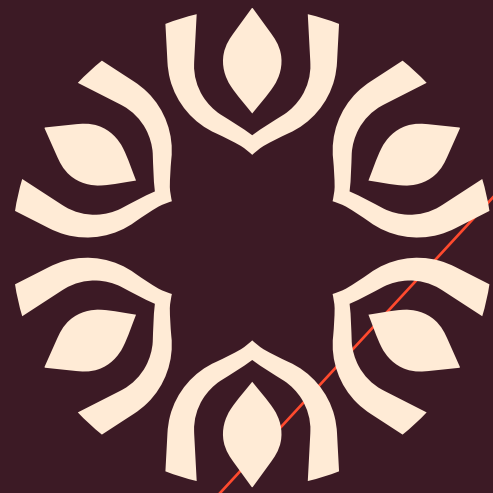
3m (low density)  
2m (medium density)
- Fencing Along Secondary Road Boundary:

Half of the secondary boundary can be solid fencing. The remaining half must be 50% visually transparent. Note this can be relaxed by the developer on a case by case basis.
- Fencing Along Primary Road Boundary:

Fencing not permitted
- Springs road boundary specifically:

3m no-build setback





# Type 4 Comprehensive/ Superlots

B8 Standard Requirements

Type 2 lots are medium density lots that are required to meet the following:

- Site coverage: 50%
- Maximum height: 11+1m
- Number of stories: 2 storey (unless otherwise specifically approved by developer)
- Recession plane in relation to boundary: 4m + 60°

Note: A Resource (including Subdivision) Consent will be required for the development of Superlots.

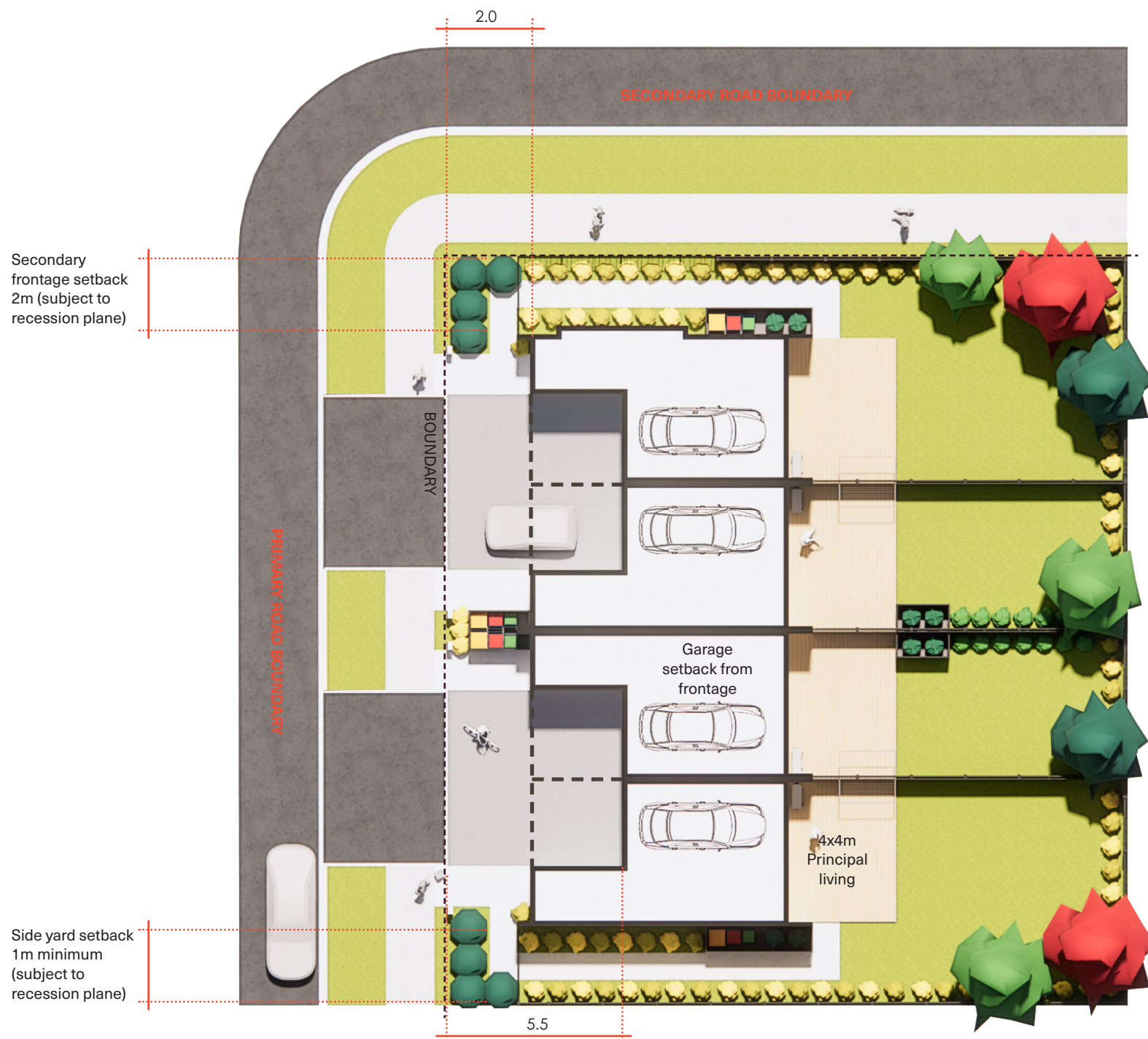




## B9 Setbacks

Type 2 setback requirements are as follows:

Front yard:	2m
Side yard:	1m
Rear yard:	1m
Garage door facing street:	5.5m
Springs Road boundary specifically:	3m no-build setback

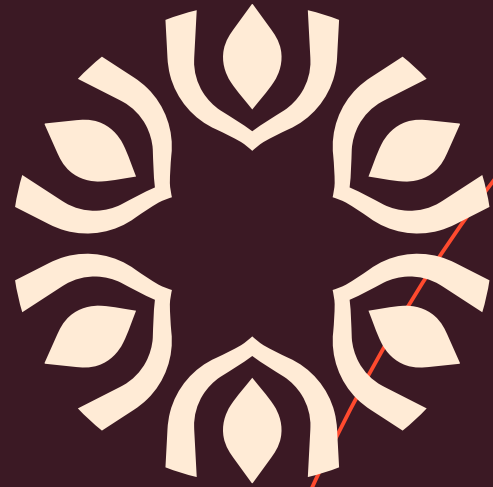


B10 Built Form and Amenities

Type 4 built form requirements are as follows:

Front door position:	The primary pedestrian entrance shall be visible and accessible from the road. This only applies to one frontage where a dwelling is on a corner site
Garage door (facing street):	5.5m - the garage door must be setback from the front façade of the dwelling
Garage door (90° to street):	2m setback of street garage wall
Service areas:	All service areas are to be located to the rear or side of dwelling units. Service areas located to the side of any dwelling unit shall be screened from the street.
Outdoor living space:	Size: 20m² Orientation: North, east or west Access: Must be directly accessible from the internal living space of the unit but can be in the form of ground floor, balcony, patio or roof terrace Location: Rear Yard, except balconies which can be in the front yard
Outlook space:	Principal Living: 4x4m All other habitable rooms: 1x1m
Solar panels/ utilities:	Screen all plant and building services equipment (e.g. water tanks, garden sheds, air-conditioning units) if visible from the street or publicly accessible spaces. Solar panels must be designed to be flush with roof or building forms on which they are mounted
Front façade glazing:	Any residential unit, or other principal building, facing the street must have a minimum of 20% of the street-facing façade in glazing. This can be in the form of windows or doors. (Note: the garage door is not included in the façade, and any fully enclosed roof space of any gabled end as per the district plan can also be excluded).





# Design and Presentation Type 1-3



C1 Building Form

Street Alignment and Frontage Design:

Primary Facade:	Align the primary facade of your home parallel to the front boundary.
Visible Entrances:	Ensure that front doors are visible and accessible from the street.
Architectural Identification:	A gable roof form is required for every street facing façade. Use roof forms or other architectural elements to identify the entrance.

Building Materials and Design:

Cladding Materials:	Use at least two different cladding materials on street-facing elevations unless accompanied by additional architectural features.
Public Street Engagement:	Address public streets and reserves with architectural details. Avoid blank or monotonous walls facing public areas.
Corner Lot Design:	For corner lots, address both street frontages with architectural form and detail. Articulated step back or setback of walls and/ or roof structures. Change of building materials that accentuates the corner.



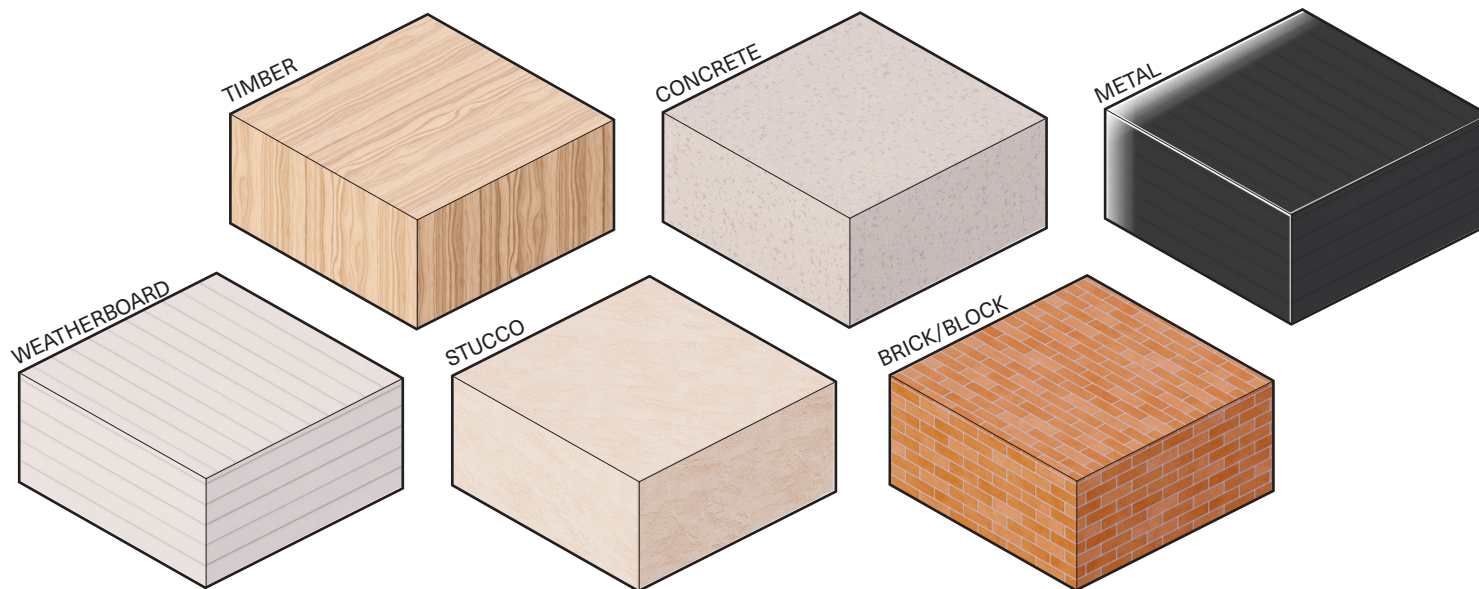


## C2 Materials

All dwellings must use at least two different facade materials (not including glazing) unless otherwise agreed by the developer. All materials must be of a high quality and materials are to be approved by the developer.

### Suggested materials:

- Weatherboard, or similar approved;
- Vertical Cedar, or similar approved board and batten; or
- Tanalised plywood with 50 x 25 battens at maximum of 300mm centres finished in a dark matt recessive colour
- Concrete tilt panels to an approved finish
- In-situ concrete walls to an approved finish
- Concrete
- Copper sheet cladding or approved metal finishes to read as subservient in both quantity and colour
- Cement plaster finish
- Brick or block
- A combination of two of the above.



### Roofing materials should consist of either:

- Metal roofing
- Membrane roofing
- Red cedar shakes or cedar shingles
- Slate
- All roofing details i.e. gutters, downpipes and flashings shall be of material and colour to complement the roof or wall materials.

### Suggested combinations:



Stucco and timber  
Brick and stucco  
cladding



Timber and metal  
cladding  
Weatherboard and  
metal cladding





## C3 Fencing and Landscaping

All lot types are required to meet the following:

### Fencing:

Front yard: No fencing is permitted in the front yard forward of the front façade

Side yard: Fencing of side yards shall be no higher than 1.8m and not extend forward of the front façade of the dwelling

Reserve: All fences adjoining a reserve boundary shall be at least 50% transparent and no higher than 1.8m in height.

Perimeter 1.8m paling boundary fences will be installed by the developer prior to settlement as per the Sales and Purchase agreement. The cost will be charged back to Purchaser at settlement.

### Landscaping:

Area: A minimum of 20% of a developed site must be landscaped with planting and lawn.

A minimum of 40% of the area between the road boundary and the face of the dwelling shall be landscaped with planting and lawn.

A minimum of one specimen tree is required in the front yard.



Note: If your driveway clashes with a street tree you will need to replace the tree through the approved channels .



## C4 Services and Utilities

Service areas, storage areas, utilities, and other ancillary items are to be discretely located or screened from both the street and from neighbours. Screening shall not exceed 1.8m in height and shall comply with the general guidelines. Roof mounted elements such as satellite dishes, antennas, TV receivers and aerial roof mounted elements are to be located discretely or are to be screened from both the street and neighbours. Related wires and cabling should be hidden or buried. Underground systems are preferred.

**Air conditioning units**, heat pumps and other heating systems or ventilators should be located outside. Locate heat pumps to meet best practice, especially taking care not to locate where noise will create a disturbance to any living areas within the site or neighbours. An example of a best practice guide can be found through [EECA.govt.nz](http://EECA.govt.nz).

**Any storage tanks** installed will be integrated into the overall design of the dwelling and the lot and either screened or buried so that they are not visible from outside the boundaries of the lot.

**Rubbish and recycling storage** should be located where it is convenient, unobtrusive and easy for bins to be moved to and from the property regularly to encourage residents to keep them in the appropriate location.

**Any clothesline** must be unobtrusive and of good quality and located on the rear half of each lot and screened to ensure it is not highly visible from the street.

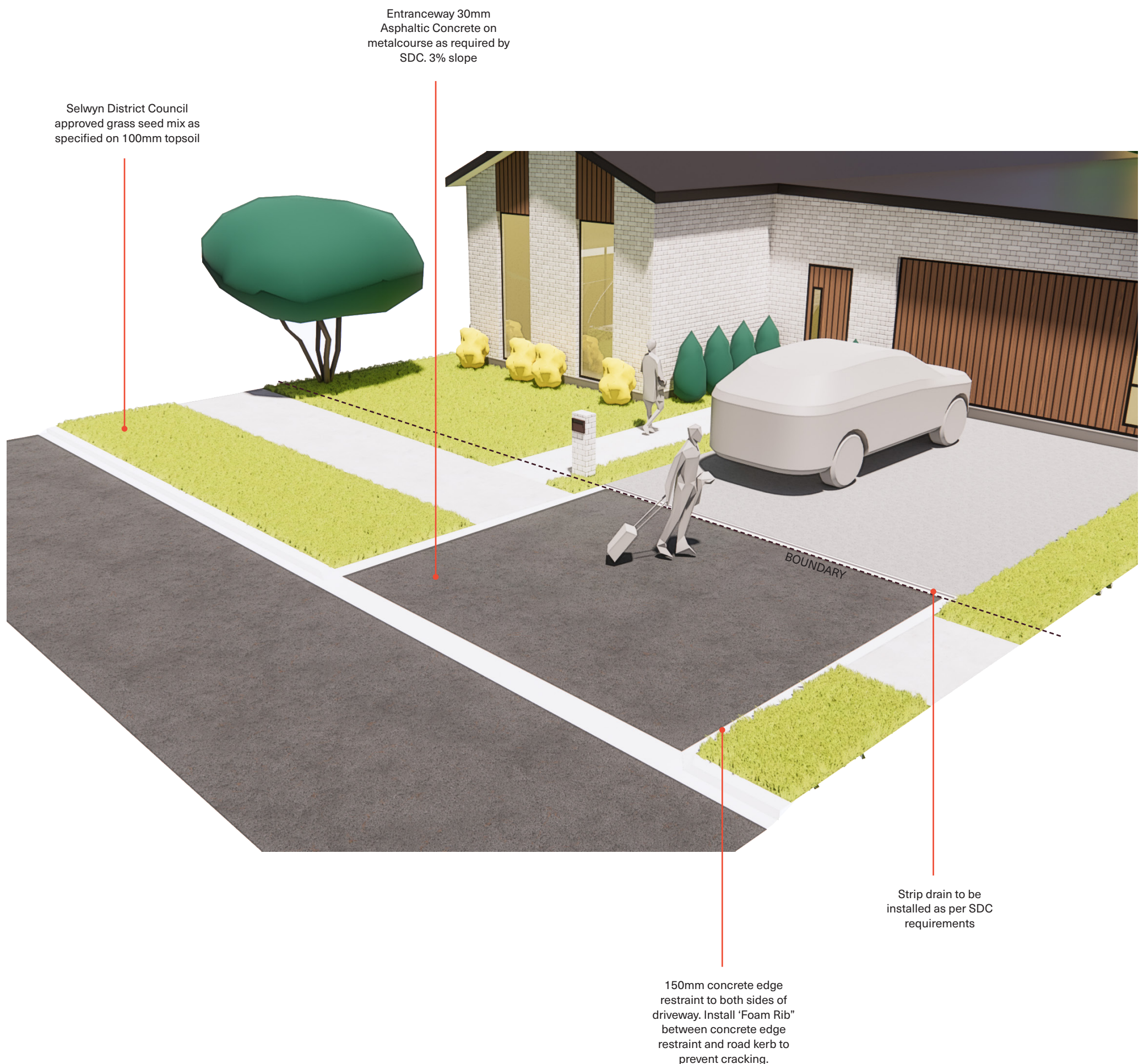




## C5 Driveway Crossings

Driveway crossings are to be constructed in accordance with the approved Earlsbrook design. All crossings are to be constructed at the lot owner's expense, following completion of the house build. All crossings are to be constructed to Selwyn District Council vehicle crossing requirements.

The location of some vehicle crossings are to be located at positions indicated on the specific vehicle crossing location plan in section D2, as per Selwyn District Council requirements.

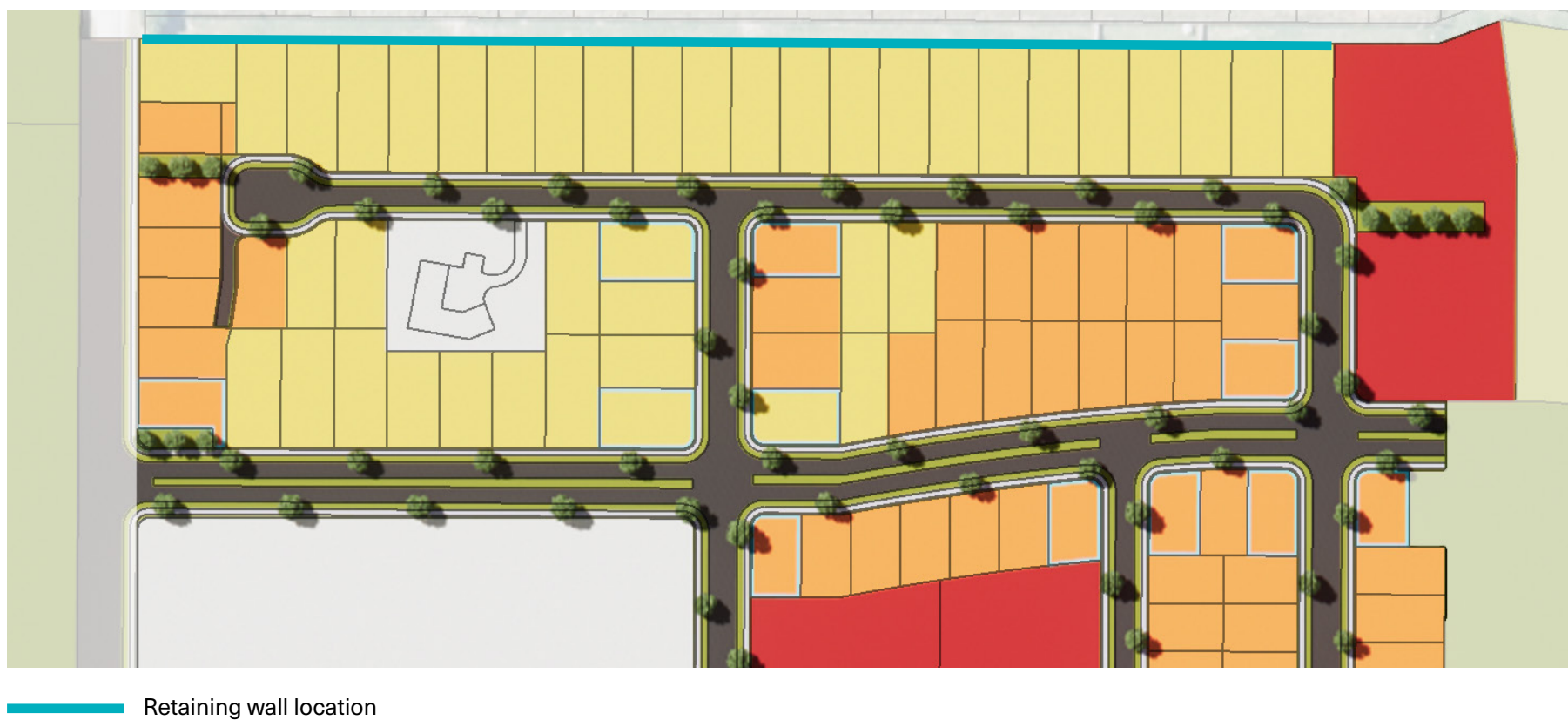


## C6 Retaining Walls

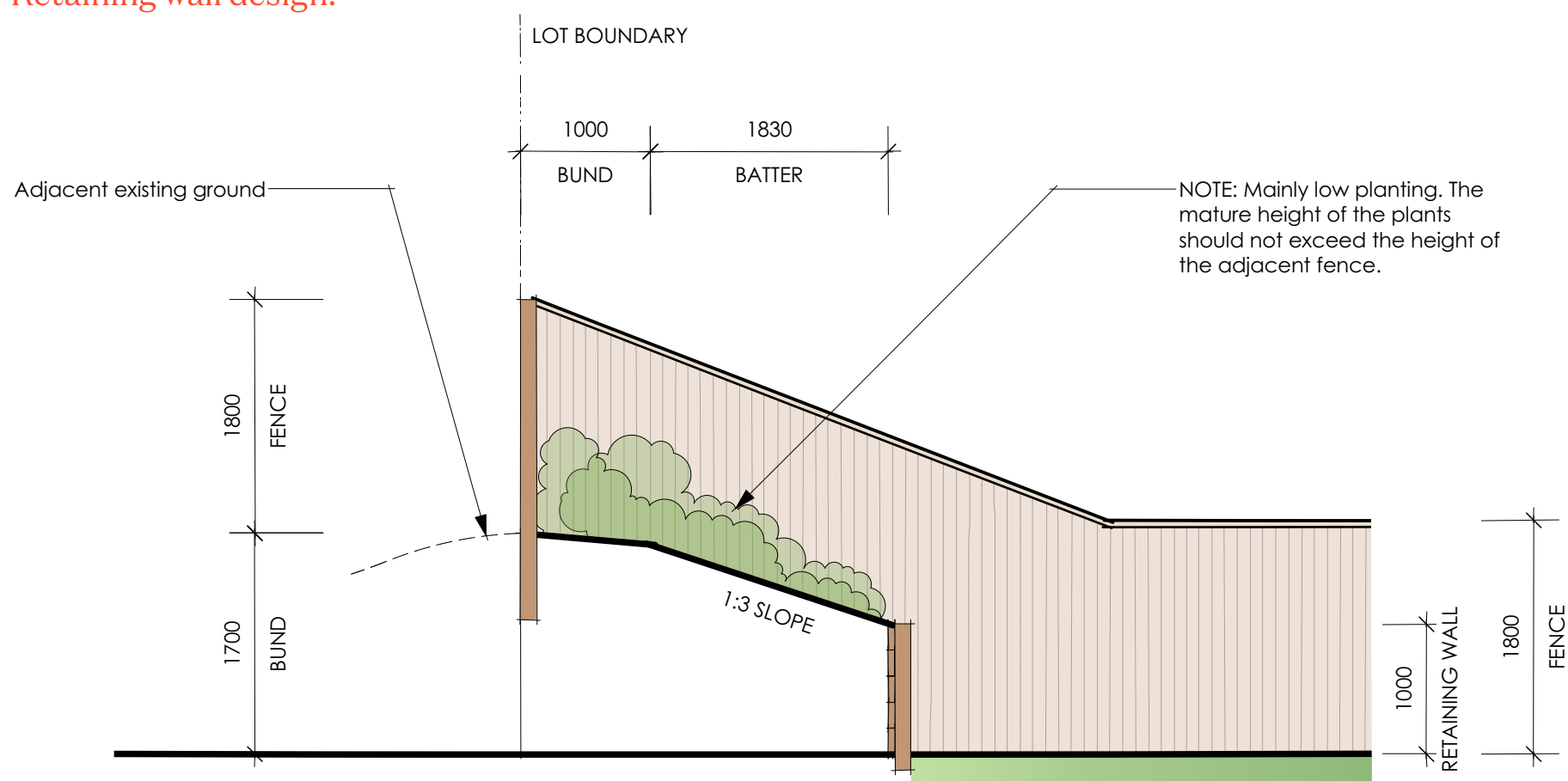
A retaining wall and plantings will be constructed by Earlsbrook Residential Limited on the northern boundary of Earlsbrook Stage 1.

The Retaining wall will be located on the following Lots:

Lot 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77 & 78



### Retaining wall design:



## INDICATIVE RETAINING WALL & PLANTING DETAILS



C7 Plant Palette - Ideas

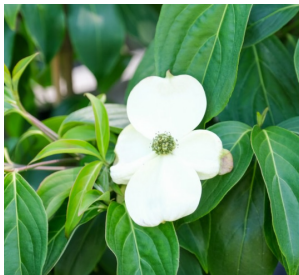
Trees:



Upright Red Maple (*Acer rubrum*)



Japanese (*Acer circinatum x palmatum*)



Flowering Dogwood (*Cornus florida*)



European Ash (*fraxinus 'Green Glow'*)



Evergreen Magnolia (*Magnolia grandiflora 'Teddy Bear'*)



Upright Flowering Cherry (*Prunus 'Amanogawa'*)

Shrubs and grasses:



Kānuka (*Kunzea ericoides*)



Dark Delight Flax (*Phormium Dark Delight Flax*)



Pepper Tree (*pseudowintera colorata red leopard*)



Red Tussock Grass (*Chionochloa rubra*)



NZ Iris (*Libertia peregrinans*)



NZ Daphne (*Pimelia prostrata*)



English Lavender (*Lavandula angustifolia 'Blue Mountain'*)



Miniature Toi Toi (*chionochloa flavicans*)



Hebe (*cupressoides nana*)



Tussock (*Carex virgata*)



Dwarf Mountain Flax (*Phormium cookianum 'Emerald Green'*)



Phormium Sweet Mist (*Phormium tenax 'Sweet Mist'*)



Star jasmine (*Trachelospermum jasminoides*)



Koromiko/ Hebe (*Hebe 'Sutherlandii'*)



Orange sedge (*Carex testacea*)



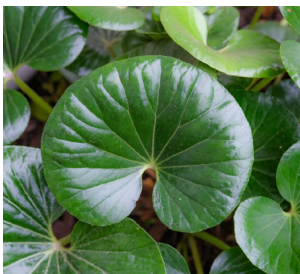
Dwarf Pittosporum (*Pittosporum 'Hedgehog'*)



Koromiko/ Hebe (*Veronica salicifolia*)



Creeping Fuchsia (*Fuchsia procumbens*)



Tractor Seat Plant (*Ligularia reniformis*)



Ornamental flax (*Phormium 'Pepe'*)



Pink-Flowering Hebe (*Hebe 'Oratia Beauty'*)



Cushion plant (*Scleranthus biflorus*)



Tasmanian Flax-Lily (*Dianella 'Little Rev'*)



Fairy Iris (*Dietes grandiflora*)

Hedges:



Corokia (*Corokia 'Geenty's Ghost'*)



NZ Broadleaf (*Griselinia littoralis*)



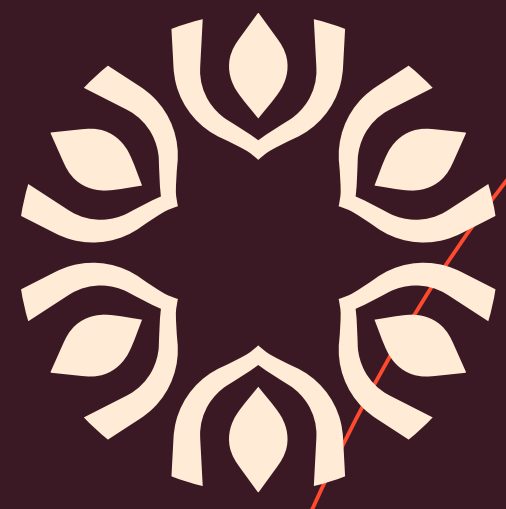
Corokia (*Corokia x virgata*)



Portuguese laurel (*Prunus lusitanica*)

Note: Single species only to be used per hedge





# Design and Presentation Type 4

## D1 Building Form

### Street Alignment and Frontage Design:

Primary Facade:	Align the primary facade of your home parallel to the front boundary.
Visible Entrances:	Ensure that front doors are visible and accessible from the street.
Architectural Identification:	A gable roof form is required for every street facing façade. Use roof forms or other architectural elements to identify the entrance.

### Building Materials and Design:

Cladding Materials:	Use at least two different cladding materials on street-facing elevations unless accompanied by additional architectural features.
Public Street Engagement:	Address public streets and reserves with architectural details. Avoid blank or monotonous walls facing public areas.
Corner Lot Design:	For corner lots, address both street frontages with architectural form and detail. Articulated step back or setback of walls and/ or roof structures. Change of building materials that accentuates the corner.



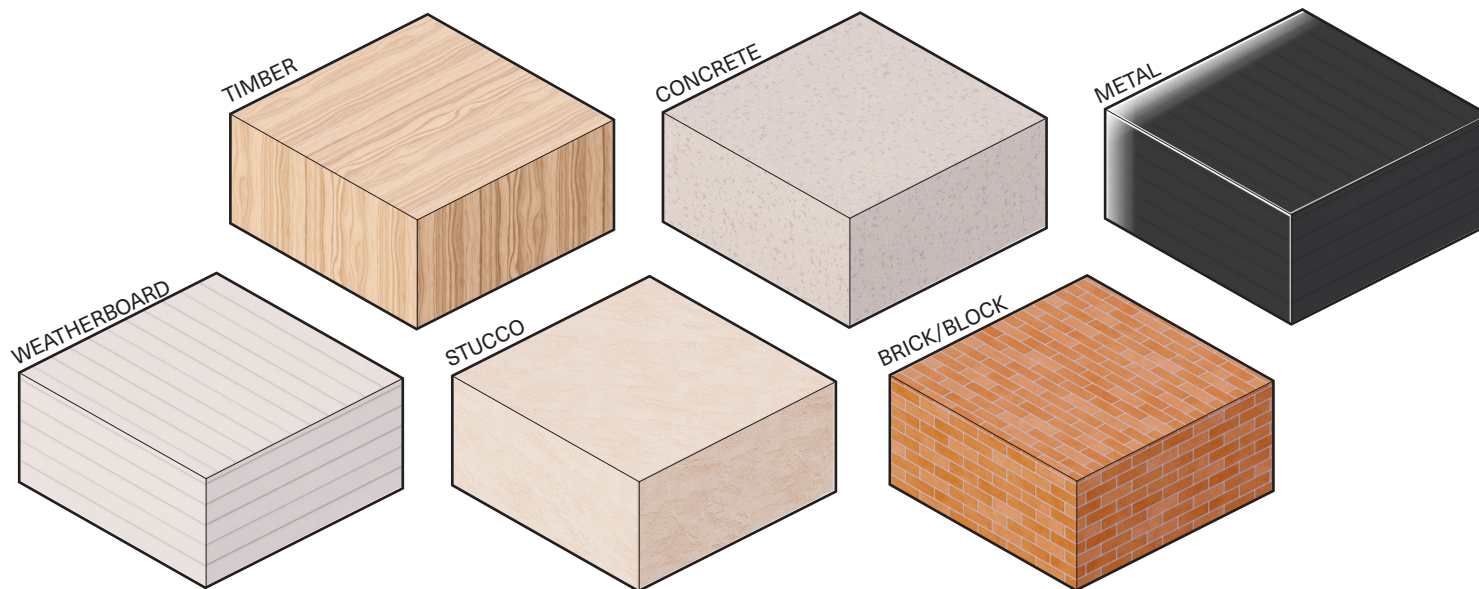


## D2 Materials

All dwellings must use at least two different facade materials (not including glazing) unless otherwise agreed by the developer. All materials must be of a high quality and materials are to be approved by the developer.

### Suggested materials:

- Weatherboard, or similar approved;
- Vertical Cedar, or similar approved board and batten; or
- Tanalised plywood with 50 x 25 battens at maximum of 300mm centres finished in a dark matt recessive colour
- Concrete tilt panels to an approved finish
- In-situ concrete walls to an approved finish
- Concrete
- Copper sheet cladding or approved metal finishes to read as subservient in both quantity and colour
- Cement plaster finish
- Brick or block
- A combination of two of the above.



### Roofing materials should consist of either:

- Metal roofing
- Membrane roofing
- Red cedar shakes or cedar shingles
- Slate
- All roofing details i.e. gutters, downpipes and flashings shall be of material and colour to complement the roof or wall materials.

### Suggested combinations:



Brick and metal cladding  
Timber and concrete cladding



Timber, brick and metal cladding  
Stucco and brick cladding





## D3 Fencing and Landscaping

All lot types are required to meet the following:

### Fencing:

Front yard: No fencing is permitted in the front yard forward of the front façade

Side yard: Fencing of side yards shall be no higher than 1.8m and not extend forward of the front façade of the dwelling

Reserve: All fences adjoining a reserve boundary if under 1.2m high can be solid. If over 1.2m in height must be at least 50% transparent and no higher than 1.8m.

Perimeter 1.8m paling boundary fences will be installed by the developer prior to settlement as per the Sales and Purchase agreement. The cost will be charged back to Purchaser at settlement.

### Landscaping:

Area: A minimum of 20% of a developed site must be landscaped with planting and lawn.

A minimum of 40% of the area between the road boundary and the face of the dwelling shall be landscaped with planting and lawn.



Note: If your driveway clashes with a street tree you will need to replace the tree through the approved channels .



## D4 Services and Utilities

Service areas, storage areas, utilities, and other ancillary items are to be discretely located or screened from both the street and from neighbours. Screening shall not exceed 1.8m in height and shall comply with the general guidelines. Roof mounted elements such as satellite dishes, antennas, TV receivers and aerial roof mounted elements are to be located discretely or are to be screened from both the street and neighbours. Related wires and cabling should be hidden or buried. Underground systems are preferred.

**Air conditioning units**, heat pumps and other heating systems or ventilators should be located outside. Locate heat pumps to meet best practice, especially taking care not to locate where noise will create a disturbance to any living areas within the site or neighbours. An example of a best practice guide can be found through [EECA.govt.nz](http://EECA.govt.nz).

**Any storage tanks** installed will be integrated into the overall design of the dwelling and the lot and either screened or buried so that they are not visible from outside the boundaries of the lot.

**Rubbish and recycling storage** should be located where it is convenient, unobtrusive and easy for bins to be moved to and from the property regularly to encourage residents to keep them in the appropriate location.

**Any clothesline** must be unobtrusive and of good quality and located on the rear half of each lot and screened to ensure it is not highly visible from the street.

**Bike storage** must be supplied if the dwelling has no garage attached.





## D5 Driveway Crossings

Driveway crossings are to be constructed in accordance with the approved Earlsbrook design. All crossings are to be constructed at the lot owner's expense, following completion of the house build. All crossings are to be constructed to Selwyn District Council vehicle crossing requirements.

The location of some vehicle crossings are to be located at positions indicated on the specific vehicle crossing location plan in section D2, as per Selwyn District Council requirements.





# Site Information

## E1 Site Presentation During Construction

**The purpose of these guidelines is to maintain a tidy appearance during the construction of your home;**

### Vehicle Parking:

Avoid parking or driving on grassy areas, including road verges, both before, during, and after construction, in order to prevent soil tracking. This applies to all vehicles, including those belonging to your builder or subcontractors.

### Material Storage:

Store building materials and other associated materials within the boundaries of your private lot.

### Rubbish Prevention:

Keep your lot free of rubbish, including plastic bags, rubble, dead vegetation, and windblown debris.

### Grass and Weed Maintenance:

Maintain grass and weeds on vacant lots to a reasonable level.

### Temporary Fencing:

Once house construction begins, your builder must erect a temporary fence along all street frontages. Relocate the lot identifier to the temporary fence to guide subcontractors and deliveries. Maintain the fence in good condition and keep it upright at all times.

### Temporary Footpath:

Create a temporary footpath and berm crossing by cutting out the area and backfilling it with crushed aggregate to ensure a tidy passage during construction.

### Construction Timeline:

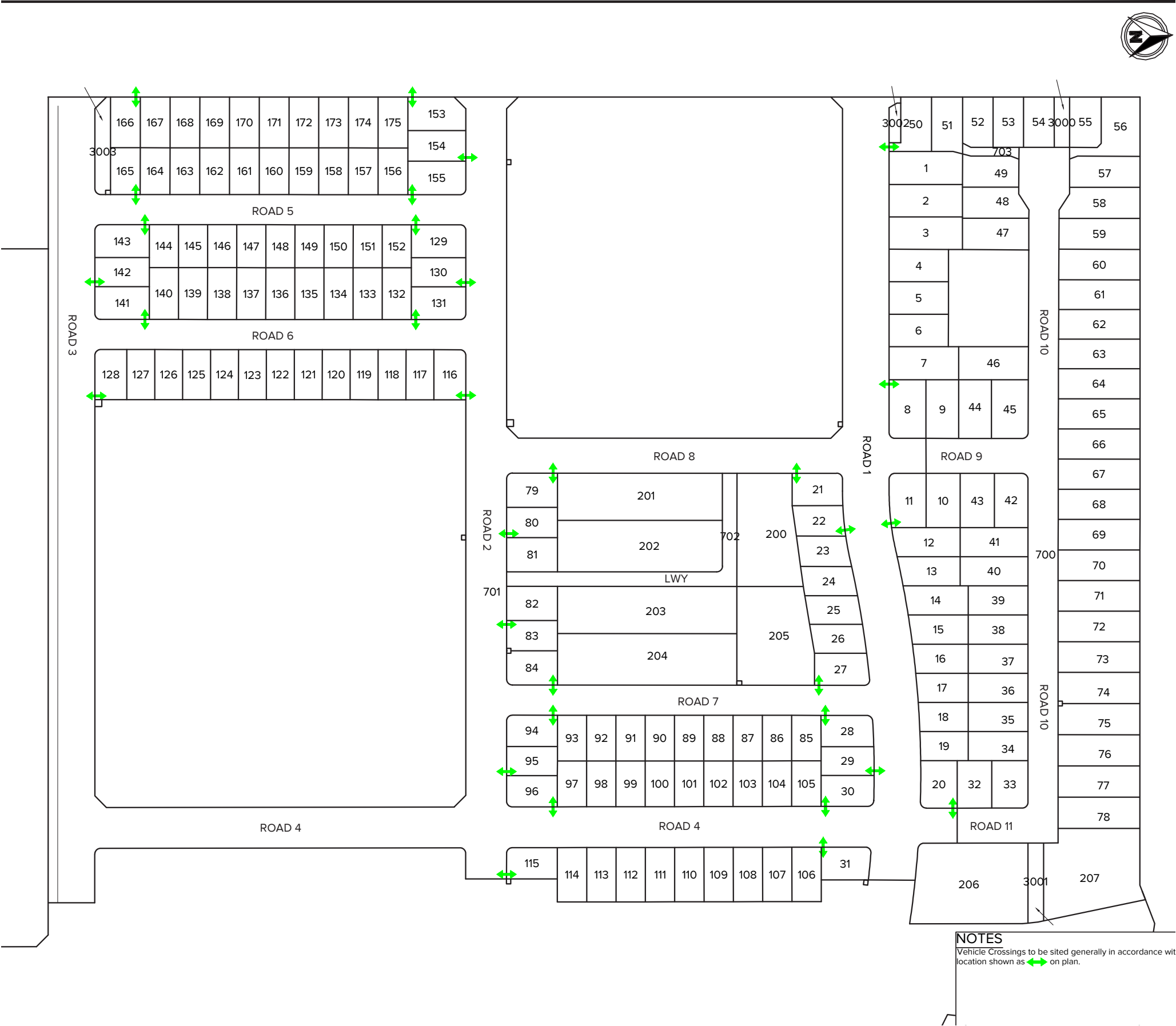
Complete the exterior of all buildings within 12 months of the construction start date.

**Landscaping and Fencing:** Finish landscaping and fencing within two months of completing the exterior of the dwelling.



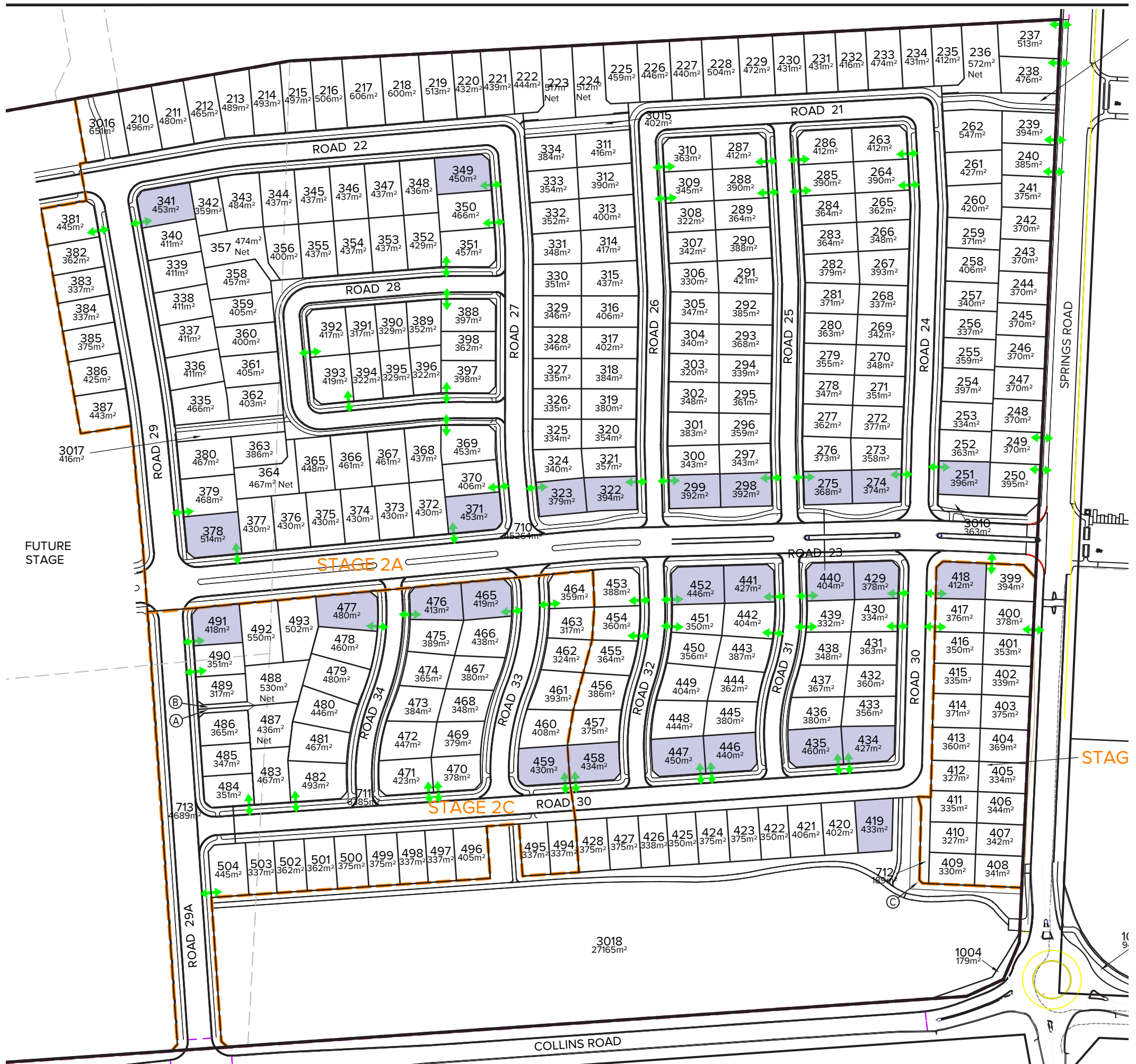
E2 Specific Vehicle Crossing Locations - Stage 1

Note: your vehicle crossing must be located where the green arrow is shown on this plan.



## E3 Specific Vehicle Crossing Locations - Stage 2

Note: your vehicle crossing must be located where the green arrow is shown on this plan.





## E4 Approval Process

**Prior to submitting your house for building consent, you must gain approval from the Earlsbrook team.**

Information to be submitted to the Earlsbrook team:

- Design Approval Application Checklist
- Site plans, floor plans, elevations and cross sections
- Landscape plans
- Specification documents including external colour and material selections

Please submit the above documents and information to:

**[info@earlsbrook.co.nz](mailto:info@earlsbrook.co.nz)**

We will aim to respond to your submission within 1 to 2 weeks with approval to proceed, or suggest some changes if needed.

Construction shall not commence on any lot unless Earlsbrook has issued a design approval for the lot.

Construction must comply with the design approval issued by Earlsbrook.

Please make sure to complete the Design Approval Application Checklist (D5).

## E5 Contact Directory

**General enquiries:**

[info@earlsbrook.co.nz](mailto:info@earlsbrook.co.nz)

**General public land sales are handled by Bayleys.**

**For sales enquiries please contact:**

**Chris Jones**

+64 27 220 5043

[chris.jones@bayleys.co.nz](mailto:chris.jones@bayleys.co.nz)

**Nathan Collett**

+64 27 826 1535

[nathan.collett@bayleys.co.nz](mailto:nathan.collett@bayleys.co.nz)



E6 Design Approval Application Checklists

The buyer or their architect/ builder are required to complete the Design Approval Application Checklist and submit it alongside their Design Approval Application.

Note there are three types of checklist:

- Low Density
- Medium Density
- Corner Lots

The applicant need only fill the relevant documentation.

Low Density Lots:

Lot Number	
Purchaser Name	
Purchaser Contact Number and Email	
House Architect/builder's name	
House Architect/builder's contact number and email	

Built Form Standards	Low Density Standards	Purchaser's Actual Standards
Finished floor level	State finished floor level (FFL)	
Dwelling size (minimum)	160m <sup>2</sup>	
Building site coverage	45%	
Building height	Single storey (unless otherwise specifically agreed)	
	8.0m maximum	
Recession planes	2.5m + compass angle	
Setbacks	Front yard: 4m	
	Side yard: 1.8m to dwelling, 1m to garage	
	Rear yard: 3m	
Fencing	Front yard: No fencing forward of the front façade	
	Side yard: 1.8m maximum height, doesn't extend forward of the front façade	
	Reserve boundary: 1.5m maximum height, 50% transparent	
Garages	Facing street:	
	Doesn't exceed 50% of the total dwelling width	
	Minimum 5.5m setback from road boundary	
	90° to the street:	
	Doesn't exceed 50% of the total dwelling width	
	Minimum 3m setback from road boundary	
Presentation to the street	Primary pedestrian entrance visible and accessible from road	
	20% glazing of street-facing façade	
Landscaping	20% of the site is landscaped (lawn or planting)	
	Minimum 1 specimen tree (1.8m high) in front yard	
	40% landscaping between road boundary and face of dwelling	
Service Areas	2.25m <sup>2</sup> outdoor service area provided (screened from streets and reserves)	
Outdoor living space	Minimum 40m <sup>2</sup>	
	Faces north, east or west	
	Directly accessible from indoor living space	
Outlook space:	4m x 4m principal living space	

Medium Density Lots:

Lot Number	
Purchaser Name	
Purchaser Contact Number and Email	
House Architect/builder's name	
House Architect/builder's contact number and email	

Built Form Standards	Medium Density Standards	Purchaser's Actual Standards
Finished floor level	State finished floor level (FFL)	
Dwelling size (minimum)	120m <sup>2</sup>	
Building site coverage	50%	
Building height	Single storey (unless otherwise specifically agreed)	
	8.0m maximum	
Recession planes	4m + 45°	
Setbacks	Front yard: 3.5m	
	Side yard: 1m	
	Rear yard: 2m	
Fencing	Front yard: No fencing forward of the front façade	
	Side yard: 1.8m maximum height, doesn't extend forward of the front façade	
	Reserve boundary: 1.5m maximum height, 50% transparent	
Garages	Facing street:	
	Doesn't exceed 50% of the total dwelling width	
	Minimum 5.5m setback from road boundary	
	90° to the street:	
	Doesn't exceed 50% of the total dwelling width	
Presentation to the street	Minimum 3m setback from road boundary	
	Primary pedestrian entrance visible and accessible from road	
Landscaping	20% glazing of street-facing façade	
	20% of the site is landscaped (lawn or planting)	
	Minimum 1 specimen tree (1.8m high) in front yard	
Service Areas	40% landscaping between road boundary and face of dwelling	
	2.25m <sup>2</sup> outdoor service area provided (screened from streets and reserves)	
Outdoor living space	Minimum 30m <sup>2</sup>	
	Faces north, east or west	
	Directly accessible from indoor living space	
Outlook space:	4m x 4m principal living space	



Corner Lots:

Lot Number	
Purchaser Name	
Purchaser Contact Number and Email	
House Architect/builder's name	
House Architect/builder's contact number and email	

Built Form Standards	Corner Lot Standards	Purchaser's Actual Standards
Finished floor level	State finished floor level (FFL)	
Dwelling size (minimum)	120m² (Medium), 160m² (Low)	
Building site coverage	50% (Medium), 45% (Low)	
Building height	Single storey (unless otherwise specifically agreed)	
	8.0m maximum	
Recession planes	4m + 45° (medium), 2.5m + compass (low)	
Setbacks	Front yard: 3.5m (Medium), 4m (Low)	
	Side yard: 1m (Medium), 1.8m to dwelling + 1m to garage (Low)	
	Rear yard: 2m (Medium), 3m (Low)	
	Secondary frontage: 2m (Medium), 3m (Low)	
Fencing	Front yard: No fencing forward of the front façade	
	Side yard: 1.8m maximum height, doesn't extend forward of the front façade	
	Reserve boundary: 1.5m maximum height, 50% transparent	
Garages	Facing street:	
	Doesn't exceed 50% of the total dwelling width	
	Minimum 5.5m setback from road boundary	
	90° to the street:	
	Doesn't exceed 50% of the total dwelling width	
	Minimum 3m setback from road boundary	
Presentation to the street	Primary pedestrian entrance visible and accessible from road	
	20% glazing of street-facing façade	
Landscaping	20% of the site is landscaped (lawn or planting)	
	Minimum 1 specimen tree (1.8m high) in front yard	
	40% landscaping between road boundary and face of dwelling on garage frontage	
Service Areas	2.25m² outdoor service area provided (screened from streets and reserves)	
Outdoor living space	Minimum 30m² (Medium), 40m² (Low)	
	Faces north, east or west	
	Directly accessible from indoor living space	
Outlook space:	4m x 4m principal living space	

Comprehensive/ Super Lots:

Lot Number	
Purchaser Name	
Purchaser Contact Number and Email	
House Architect/builder's name	
House Architect/builder's contact number and email	

Built Form Standards	Comprehensive/Super Lot Standards	Purchaser's Actual Standards
Finished floor level	State finished floor level (FFL)	
Building site coverage	50%	
Building height	Double storey (unless otherwise specifically agreed)	
	11+1m maximum	
Recession planes	4m + 60°	
Setbacks	Front yard: 2m	
	Side yard: 1m	
	Rear yard: 1m	
	Secondary frontage: 2m	
Fencing	Front yard: No fencing forward of the front façade	
	Side yard: 1.8m maximum height, doesn't extend forward of the front façade	
	Reserve boundary: 1.8m maximum height, 50% transparent if over 1.2m	
Garages	Facing street:	
	Doesn't exceed 50% of the total dwelling width	
	Minimum 5.5m setback from road boundary	
Presentation to the street	Primary pedestrian entrance visible and accessible from road	
	20% glazing of street-facing façade	
Landscaping	20% of the site is landscaped (lawn or planting)	
	Minimum 1 specimen tree (1.8m high) in front yard	
	40% landscaping between road boundary and face of dwelling on garage frontage	
Service Areas	2.25m² outdoor service area provided (screened from streets and reserves)	
Outdoor living space	Minimum 30m²	
	Faces north, east or west	
	Directly accessible from indoor living space	
Outlook space:	4m x 4m principal living space	



## E7 Residential Development Consent Conditions

**Please refer to the following link on the Earlsbrook website for details**

<https://earlsbrook.co.nz/resources/documents>

## EARLSBROOK - PROTECTIVE COVENANTS

**1. Protective Covenants ("Covenants")**

1.1 Earlsbrook wishes to preserve the character and integrity of the Earlsbrook Subdivision and the Lincoln area in general.

1.2 To facilitate this the Covenanter agrees to the following Covenants which are to be registered against each separate Record of Title to the Burdened Land.

**2. Interpretation**

2.1 For the purposes of the Covenants the following words shall have the following meaning:

**Allow** means and includes do, use, facilitating, permitting and suffering;

**Approval or Approved** means an approval obtained in accordance with clause 3 below;

**Approval Certificate** means a certificate issued by **Earlsbrook** which provides confirmation that all Building and Landscaping have been completed in accordance with the terms of these Covenants and the Earlsbrook Residential Design Guide;

**Building** means all structures, constructions and improvements, including (but not limited to) dwelling houses, flats, units, garages, glass-houses and sheds;

**Burdened Land** means land, lot, Low Density Lot, Medium Density Lot and Corner Lots;

**Construct** and **Construction** means to install, erect, plant, complete relocate, repair, renovate, replace or place on the Burdened Land or in any Building and also includes **Allow** to construct;

**Corner Lot** means any Burdened Land having two street fronting boundaries, provided that, unless specifically referenced as such in the Covenants, a Corner Lot shall be regarded as either a **Low Density** or **Medium Density** Lot;

**Earlsbrook** means Earlsbrook Residential Limited or its agent;

**Earlsbrook Residential Design Guide** means the residential design guidelines published by Earlsbrook and available on the Earlsbrook website and which generally set out the following:

- (i) The general compliance standards for the design, building specifications and layout of the Buildings;
- (ii) The design and specification for fencing and Landscaping constructed either by Earlsbrook or the Covenanter and situated on the Burdened Land;
- (iii) The general use of the Burdened Land throughout the period of construction; and
- (iv) The general maintenance and upkeep of the Burdened Land.

Earlsbrook may at its unfettered discretion make any amendments to the **Earlsbrook Residential Design Guide** that it deems appropriate from time to time.

**Landscaping** means and includes (but is not limited to) driveways, driveway crossings, concrete areas, entranceways, footpaths, kerbs, road frontages, planting, satellite dishes, fencing, walls, wind-breaks, washing lines, street and house numbering including design;

**Low Density Lot** means any Burdened Land between 500m<sup>2</sup> - 600m<sup>2</sup> in area;

**Medium Density Lot** means any Burdened Land between 300m<sup>2</sup> and 499m<sup>2</sup> in area;

**Primary Road Boundary** means, in relation to a Corner Lot, the street facing boundary upon which the driveway has been or is still to be constructed;

**Secondary Road Boundary** means, in respect of a Corner Lot, the street facing boundary upon which no driveway has been constructed or is to be constructed;

**Subdivision** means **Earlsbrook's** subdivision in Lincoln known as Earlsbrook.

The following provisions shall apply in the construction and interpretation of these Covenants (unless the context otherwise requires):

- (a) The headings are for convenience only and shall not affect the interpretation of these Covenants; and
- (b) Words importing the singular include the plural and vice versa.



### **3. Earlsbrook Approval**

3.1 All Approvals required in accordance with these Covenants must be in writing from Earlsbrook. All Approvals must also be:

- (a) Obtained by the Covenanter prior to any work being carried out on the Burdened Land; and
- (b) May be given or denied at the sole and absolute discretion of Earlsbrook.

3.2 The Covenanter acknowledges that providing Approval for one party in no way creates a precedent for Approval for another party and Earlsbrook may refuse approval for an identical request from another party and shall not be required to provide any reason for such lack of Approval. Further, and without limiting its absolute discretion, Earlsbrook may refuse to provide Approval to the Covenanter, if what is being proposed by the Covenanter is determined as being detrimental to the Subdivision either now or at any stage in the future.

3.3 In exercising its discretion for Approval in accordance with clause 3.1 above Earlsbrook may take into account the architectural merit, visual appearance as well as its own assessment of the general effects on the Burdened Land and the Subdivision in general.

3.4 In considering a request made by the Covenanter for an Approval Certificate, Earlsbrook shall assess whether the Building and Landscaping on the Burdened Land has been completed in observance with:

- (a) The terms of the Earlsbrook Residential Design Guide; and
- (b) Any plans previously approved by Earlsbrook.

3.5 The address for Earlsbrook (or its agent) for approvals is C/- Carter Group, Level 2, ASB House, The Crossing, 166 Cashel Street, Christchurch 8011, info@earlsbrook.co.nz

3.6 A construction bond of \$4,000 is payable by the Covenanter to Earlsbrook on settlement of the Burdened Land.

### **4. Covenants**

#### **Landscape and Building Plans**

4.1 The Covenanter shall not commence construction of any Building on the Burdened Land, or use any site plans, specifications which have not first received approval from Earlsbrook.

4.2 The Covenanter shall not commence construction of any Landscaping on the Burdened Land or use any landscape plans which have not received Approval from Earlsbrook.

4.3 Without limiting the provisions of clause 4.2 above, landscape plans shall:

- (a) Specify all landscape design matters included in the Earlsbrook Residential Design Guide;
- (b) Be prepared in electronic form by a landscape architect or landscape designer;
- (c) Provide sufficient and adequate detail to accurately identify plant quantities, varieties and grade, locations as well as driveway specifications, fencing heights and including colour, letterbox design and any other relevant Landscaping as determined by Earlsbrook; and
- (d) Be submitted to Earlsbrook for Approval within three (3) months following submission of any building plans for any Building in accordance with clause 4.1 above.

#### **Occupation**

4.4 The Covenanter shall not allow any Building on the Burdened Land to be occupied as a residence prior to:

- (a) A Code Compliance Certificate having been issued by the Territorial Authority;
- (b) All driveways, paths, fencing and Landscaping being completed in accordance with the Covenants and in accordance with the Earlsbrook Residential Design Guide; and
- (c) The Covenanter requesting and having received the Approval Certificate from Earlsbrook.

#### **Building and Construction**

4.5 The Covenanter shall not without first having received Approval from Earlsbrook:

- (a) Construct on the Burdened Land any prefabricated, relocated or transportable Building or Landscaping other than one constructed on site from new materials.
- (b) Construct on the Burdened Land any Building or Landscaping which fails to adhere to the Earlsbrook Residential Design Guidelines throughout the course of construction.
- (c) Leave any Landscaping or the outside of any Building unfinished.
- (d) Allow the Burdened Land to be used for temporary residential purposes including through the erection of temporary structures or by the placing thereon of caravans and/or vehicles for human habitation.

4.6 The Covenanter shall not permit any rubbish, including builder's waste materials to accumulate or to be placed upon the Burdened Land, the berm in front of the Burdened Land or any adjoining land or permit grass or weeds to grow to a height exceeding 75mm or otherwise leave the Burdened Land or the berm in front of the Burdened Land in a condition that, in Earlsbrook's sole discretion, may be detrimental to the Subdivision. Earlsbrook shall have the right to remove any building materials from the Burdened Land, the berm in front of the Burdened Land or adjoining land, or to maintain the Burdened Land and the berm in front of the Burdened Land in a reasonable condition to avoid the Burdened Land becoming detrimental to the Subdivision, with the reasonable costs to be met by the Covenanter and payable on demand.

**Site Coverage, Street Frontage, Front Facade and Fencing**

- 4.7 The Covenanter shall comply in all respects with the requirements as detailed in the Earlsbrook Residential Design Guide in relation to site coverage, street frontage and the front facade of the Building to be constructed on the Burdened Land.
- 4.8 The Covenanter shall not construct any fencing on the Burdened Land without first receiving Approval from Earlsbrook.

**Landscaping**

- 4.9 The Covenanter shall be solely responsible for the ongoing maintenance of all Landscaping (including fences and planting) constructed by Earlsbrook in accordance with the Earlsbrook Residential Design Guide on or adjacent to the Burdened Land and shall keep such Landscaping neat, tidy and to a high standard of presentation and repair to the satisfaction of Earlsbrook.
- 4.10 The Covenanter shall not alter the location, design, exterior coating/sealer, materials, colour or structure of any boundary fencing, feature wall or alter they layout of plantings without the prior written approval of Earlsbrook.
- 4.11 The Covenanter shall comply with the Earlsbrook Residential Design Guide in relation to all Landscaping required to be constructed by the Covenanter (including but not limited to) landscape planting, specimen grade trees, privacy fencing and hedging and shall be solely responsible for the ongoing maintenance of such Landscaping.
- 4.12 The Covenanter shall not construct a driveway crossing other than as specified in the Earlsbrook Residential Guide without first receiving Approval from Earlsbrook.

**5. General Covenants**

- 5.1 The Covenanter shall not without first receiving the prior Approval of Earlsbrook:
- (a) Allow any satellite dish, garden statues, fountains or any other exterior ornamental decoration or similar Landscaping on the Burdened Land to be reasonably visible by any other registered owner in the Subdivision standing on any kerb, street or road in the Subdivision;
  - (b) Allow Buildings, grass, weeds, rubbish, noxious substances or other matter on the Burdened Land which is likely to become unsightly or a nuisance or annoyance to the other registered owners in the Subdivision;
  - (c) Allow any advertisement, sign or hording of any kind to be erected on any part of the Burdened Land or any Building (except for compulsory statutory signage, real estate signage pending sale and builder's signage during construction and pending sale) and all such signage must first be approved by Earlsbrook;
  - (d) Allow maintenance of any Building or Landscaping to deteriorate to a level which is less than that presented in the Subdivision or unreasonable taking into account fair wear and tear and the original condition at the time the Building on the Burdened Land was occupied as a residence;
  - (e) Allow construction, maintenance or repair of footpaths, driveways, driveway crossings, entranceways and any concrete areas on the Burdened Land;
  - (f) Erect any letterbox on the Burdened Land;
  - (g) Locate any heatpump or gas cylinder, bin storage, washing line or utility service area within view from any kerb, street or road within the Subdivision;
  - (h) Fail to complete all Landscaping within two (2) months of completion of the exterior of the dwelling on the Burdened Land;
  - (i) Keep any boat, motorhome, caravan, trailer, bus or similar on the Burdened Land unless it is housed in an enclosed garage or otherwise screened from being visible from the road or street;
  - (j) Allow the parking of any vehicle on the Burdened Land other than within the garage or upon the driveway;
  - (k) Allow any animal to be kept in or about the Burdened Land that is, or may cause, a nuisance or annoyance to the other registered owners in the Subdivision or detract from the Subdivision in any way. In particular, not allow on or about the Burdened Land any dog which resembles any of the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds.

**6. Enforcement**

- 6.1 In the event there is any breach or non-observance of any of the Covenants the Covenanter in breach agrees to and shall at their cost:
- (a) Remove or cause to be removed from the Burdened Land any Building or Landscaping or other item erected on the Burdened Land in breach or in non observance of the Covenants;
  - (b) Replace any such building materials or other non-conforming item used in breach or non-observance of the Covenants with approved materials; and
  - (c) Complete any remedial work required to remedy any breach or non performance of the Covenants.
- 6.2 Upon written notice being given by Earlsbrook to the Covenanter in breach, pay liquidated damages in the sum of two-hundred and fifty dollars (\$250.00) per day for every day that such breach or non-observance continues after the date which is thirty (30) days after the date upon which written notice is given.
- 6.3 Notwithstanding the provisions contained in clauses 6.1 and 6.2 above Earlsbrook shall not be required nor liable nor have any legal responsibility or liability to enforce any of the Covenants or any non-conformance of the Covenants.

**7. General**

7.1 The Covenantor covenants with Earlsbrook that it will not oppose, object to, frustrate, or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder Earlsbrook from progressing and completing the Subdivision or land use consents needed to give effect to the Subdivision. The benefit of this Covenant also applies to any adjoining or neighbouring property Earlsbrook (or any entity associated with Earlsbrook) owns or may subsequently purchase to progress the Subdivision or any subdivision by any entity associated with Earlsbrook.

7.2 The Covenantor shall not subdivide the Burdened Land. Subdivide shall have the meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991.

7.4 Notwithstanding the foregoing, the Covenants shall cease to have any effect on any allotments which shall vest or be dedicated as road and/or reserve in any subsequent stages of the Subdivision. The date of cessation shall be the date of approval of the subdivision plan by the Territorial Authority.

7.5 The provisions of these Covenants (except clause 7.1) shall expire twenty-five (25) years from the issue of a separate Record of title to the Burdened Land.

**8. Dispute Resolution**

8.1 With the exception of anything which relates to the exercise of any discretion, opinion or Approval requested of Earlsbrook, and without prejudice to the Enforcement provisions contained in clause 6 above, if any dispute arises between the parties, then the parties shall enter into negotiations in good faith to resolve such dispute.

8.2 If the parties fail to resolve such dispute within twenty (20) working days from the commencement of negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed by Earlsbrook.

8.3 Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.

**9. Severability**

9.1 If any of these Covenants are held by any Court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of these Covenants, and such remaining parts shall remain in full force and effect.



## EARLSBROOK - PROTECTIVE COVENANTS

### 1. Protective Covenants ("Covenants")

1.1 Earlsbrook wishes to preserve the character and integrity of the Earlsbrook Subdivision and the Lincoln area in general.

1.2 To facilitate this the Covenanter agrees to the following Covenants which are to be registered against each separate Record of Title to the Burdened Land.

### 2. Interpretation

2.1 For the purposes of the Covenants the following words shall have the following meaning:

**Allow** means and includes do, use, facilitating, permitting and suffering;

**Approval or Approved** means an approval obtained in accordance with clause 3 below;

**Approval Certificate** means a certificate issued by **Earlsbrook** which provides confirmation that all Building and Landscaping have been completed in accordance with the terms of these Covenants and the Earlsbrook Residential Design Guide;

**Building** means all structures, constructions and improvements, including (but not limited to) dwelling houses, flats, units, garages, glass-houses and sheds;

**Burdened Land** means land, lot, Comprehensive/ Superlot;

**Comprehensive/ Superlots** means any Burdened Land described as a Comprehensive/ Superlot in the Earlsbrook Residential Design Guide;

**Construct** and **Construction** means to install, erect, plant, complete relocate, repair, renovate, replace or place on the Burdened Land or in any Building and also includes **Allow** to construct;

**Earlsbrook** means Earlsbrook Residential Limited or its agent;

**Earlsbrook Residential Design Guide** means the residential design guidelines published by Earlsbrook and available on the Earlsbrook website and which generally set out the following:

- (i) The general compliance standards for the design, building specifications and layout of the Buildings;
- (ii) The design and specification for fencing and Landscaping constructed either by Earlsbrook or the Covenanter and situated on the Burdened Land;
- (iii) The general use of the Burdened Land throughout the period of construction; and
- (iv) The general maintenance and upkeep of the Burdened Land.

Earlsbrook may at its unfettered discretion make any amendments to the **Earlsbrook Residential Design Guide** that it deems appropriate from time to time.

**Landscaping** means and includes (but is not limited to) driveways, driveway crossings, concrete areas, entranceways, footpaths, kerbs, road frontages, planting, satellite dishes, fencing, walls, wind-breaks, washing lines, street and house numbering including design;

**Subdivision** means **Earlsbrook's** subdivision in Lincoln known as Earlsbrook.

The following provisions shall apply in the construction and interpretation of these Covenants (unless the context otherwise requires):

- (a) The headings are for convenience only and shall not affect the interpretation of these Covenants; and
- (b) Words importing the singular include the plural and vice versa.

### 3. Earlsbrook Approval

3.1 All Approvals required in accordance with these Covenants must be in writing from Earlsbrook. All Approvals must also be:

- (a) Obtained by the Covenanter prior to any work being carried out on the Burdened Land; and
- (b) May be given or denied at the sole and absolute discretion of Earlsbrook.

3.2 The Covenanter acknowledges that providing Approval for one party in no way creates a precedent for Approval for another party and Earlsbrook may refuse approval for an identical request from another party and shall not be required to provide any reason for such lack of Approval. Further, and without limiting its absolute discretion, Earlsbrook may refuse to provide Approval to the Covenanter, if what is being proposed by the Covenanter is determined as being detrimental to the Subdivision either now or at any stage in the future.

3.3 In exercising its discretion for Approval in accordance with clause 3.1 above Earlsbrook may take into account the

architectural merit, visual appearance as well as its own assessment of the general effects on the Burdened Land and the Subdivision in general.

3.4 In considering a request made by the Covenanter for an Approval Certificate, Earlsbrook shall assess whether the Building and Landscaping on the Burdened Land has been completed in observance with:

- (a) The terms of the Earlsbrook Residential Design Guide; and
- (b) Any plans previously approved by Earlsbrook.

3.5 The address for Earlsbrook (or its agent) for approvals is C/- Carter Group, Level 2, ASB House, The Crossing, 166 Cashel Street, Christchurch 8011, info@earlsbrook.co.nz

3.6 A construction bond of \$410,00 is payable by the Covenanter to Earlsbrook on settlement of the Burdened Land.

#### **4. Covenants**

##### **Landscape and Building Plans**

4.1 The Covenanter shall not commence construction of any Building on the Burdened Land, or use any site plans, specifications which have not first received approval from Earlsbrook.

4.2 The Covenanter shall not commence construction of any Landscaping on the Burdened Land or use any landscape plans which have not received Approval from Earlsbrook.

4.3 Without limiting the provisions of clause 4.2 above, landscape plans shall:

- (a) Specify all landscape design matters included in the Earlsbrook Residential Design Guide;
- (b) Be prepared in electronic form by a landscape architect or landscape designer;
- (c) Provide sufficient and adequate detail to accurately identify plant quantities, varieties and grade, locations as well as driveway specifications, fencing heights and including colour, letterbox design and any other relevant Landscaping as determined by Earlsbrook; and
- (d) Be submitted to Earlsbrook for Approval within three (3) months following submission of any building plans for any Building in accordance with clause 4.1 above.

##### **Occupation**

4.4 The Covenanter shall not allow any Building on the Burdened Land to be occupied as a residence prior to:

- (a) A Code Compliance Certificate having been issued by the Territorial Authority;
- (b) All driveways, paths, fencing and Landscaping being completed in accordance with the Covenants and in accordance with the Earlsbrook Residential Design Guide; and
- (c) The Covenanter requesting and having received the Approval Certificate from Earlsbrook.

##### **Building and Construction**

4.5 The Covenanter shall not without first having received Approval from Earlsbrook:

- (a) Construct on the Burdened Land any prefabricated, relocated or transportable Building or Landscaping other than one constructed on site from new materials.
- (b) Construct on the Burdened Land any Building or Landscaping which fails to adhere to the Earlsbrook Residential Design Guidelines throughout the course of construction.
- (c) Leave any Landscaping or the outside of any Building unfinished.
- (d) Allow the Burdened Land to be used for temporary residential purposes including through the erection of temporary structures or by the placing thereon of caravans and/or vehicles for human habitation.

4.6 The Covenanter shall not permit any rubbish, including builder's waste materials to accumulate or to be placed upon the Burdened Land, the berm in front of the Burdened Land or any adjoining land or permit grass or weeds to grow to a height exceeding 75mm or otherwise leave the Burdened Land or the berm in front of the Burdened Land in a condition that, in Earlsbrook's sole discretion, may be detrimental to the Subdivision. Earlsbrook shall have the right to remove any building materials from the Burdened Land, the berm in front of the Burdened Land or adjoining land, or to maintain the Burdened Land and the berm in front of the Burdened Land in a reasonable condition to avoid the Burdened Land becoming detrimental to the Subdivision, with the reasonable costs to be met by the Covenanter and payable on demand.

##### **Site Coverage, Street Frontage, Front Facade and Fencing**

4.7 The Covenanter shall comply in all respects with the requirements as detailed in the Earlsbrook Residential Design Guide in relation to site coverage, street frontage and the front facade of the Building to be constructed on the Burdened Land.

4.8 The Covenanter shall not construct any fencing on the Burdened Land without first receiving Approval from Earlsbrook.

##### **Landscaping**

4.9 The Covenanter shall be solely responsible for the ongoing maintenance of all Landscaping (including fences and planting) constructed by Earlsbrook in accordance with the Earlsbrook Residential Design Guide on or adjacent to the Burdened Land and shall keep such Landscaping neat, tidy and to a high standard of presentation and repair to the satisfaction of Earlsbrook.

4.10 The Covenanter shall not alter the location, design, exterior coating/sealer, materials, colour or structure of any boundary fencing, feature wall or alter they layout of plantings without the prior written approval of Earlsbrook.

4.11 The Covenanter shall comply with the Earlsbrook Residential Design Guide in relation to all Landscaping required to be constructed by the Covenanter (including but not limited to) landscape planting, specimen grade trees, privacy fencing and hedging and shall be solely responsible for the ongoing maintenance of such Landscaping.

4.12 The Covenanter shall not construct a driveway crossing other than as specified in the Earlsbrook Residential Guide without first receiving Approval from Earlsbrook.

## **5. General Covenants**

5.1 The Covenanter shall not without first receiving the prior Approval of Earlsbrook:

- (a) Allow any satellite dish, garden statues, fountains or any other exterior ornamental decoration or similar Landscaping on the Burdened Land to be reasonably visible by any other registered owner in the Subdivision standing on any kerb, street or road in the Subdivision;
- (b) Allow Buildings, grass, weeds, rubbish, noxious substances or other matter on the Burdened Land which is likely to become unsightly or a nuisance or annoyance to the other registered owners in the Subdivision;
- (c) Allow any advertisement, sign or hording of any kind to be erected on any part of the Burdened Land or any Building (except for compulsory statutory signage, real estate signage pending sale and builder's signage during construction and pending sale) and all such signage must first be approved by Earlsbrook;
- (d) Allow maintenance of any Building or Landscaping to deteriorate to a level which is less than that presented in the Subdivision or unreasonable taking into account fair wear and tear and the original condition at the time the Building on the Burdened Land was occupied as a residence;
- (e) Allow construction, maintenance or repair of footpaths, driveways, driveway crossings, entranceways and any concrete areas on the Burdened Land;
- (f) Erect any letterbox on the Burdened Land;
- (g) Locate any heatpump or gas cylinder, bin storage, washing line or utility service area within view from any kerb, street or road within the Subdivision;
- (h) Fail to complete all Landscaping within two (2) months of completion of the exterior of the dwelling on the Burdened Land;
- (i) Keep any boat, motorhome, caravan, trailer, bus or similar on the Burdened Land unless it is housed in an enclosed garage or otherwise screened from being visible from the road or street;
- (j) Allow the parking of any vehicle on the Burdened Land other than within the garage or upon the driveway;
- (k) Allow any animal to be kept in or about the Burdened Land that is, or may cause, a nuisance or annoyance to the other registered owners in the Subdivision or detract from the Subdivision in any way. In particular, not allow on or about the Burdened Land any dog which resembles any of the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds.

## **6. Enforcement**

6.1 In the event there is any breach or non-observance of any of the Covenants the Covenanter in breach agrees to and shall at their cost:

- (a) Remove or cause to be removed from the Burdened Land any Building or Landscaping or other item erected on the Burdened Land in breach or in non observance of the Covenants;
- (b) Replace any such building materials or other non-conforming item used in breach or non-observance of the Covenants with approved materials; and
- (c) Complete any remedial work required to remedy any breach or non performance of the Covenants.

6.2 Upon written notice being given by Earlsbrook to the Covenanter in breach, pay liquidated damages in the sum of two-hundred and fifty dollars (\$250.00) per day for every day that such breach or non-observance continues after the date which is thirty (30) days after the date upon which written notice is given.

6.3 Notwithstanding the provisions contained in clauses 6.1 and 6.2 above Earlsbrook shall not be required nor liable nor have any legal responsibility or liability to enforce any of the Covenants or any non-conformance of the Covenants.

## **7. General**

7.1 The Covenantor covenants with Earlsbrook that it will not oppose, object to, frustrate, or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder Earlsbrook from progressing and completing the Subdivision or land use consents needed to give effect to the Subdivision. The benefit of this Covenant also applies to any adjoining or neighbouring property Earlsbrook (or any entity associated with Earlsbrook) owns or may subsequently purchase to progress the Subdivision or any subdivision by any entity associated with Earlsbrook.

7.2 Notwithstanding the foregoing, the Covenants shall cease to have any effect on any allotments which shall vest or be dedicated as road and/or reserve in any subsequent stages of the Subdivision. Suh date of cessation shall be the date of approval of the subdivision plan by the Territorial Authority.

7.3 The provisions of these Covenants (except clause 7.1) shall expire twenty-five (25) years from the issue of a separate Record of title to the Burdened Land.



**8. Dispute Resolution**

8.1 With the exception of anything which relates to the exercise of any discretion, opinion or Approval requested of Earlsbrook, and without prejudice to the Enforcement provisions contained in clause 6 above, if any dispute arises between the parties, then the parties shall enter into negotiations in good faith to resolve such dispute.

8.2 If the parties fail to resolve such dispute within twenty (20) working days from the commencement of negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed by Earlsbrook.

8.3 Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.

**9. Severability**

9.1 If any of these Covenants are held by any Court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of these Covenants, and such remaining parts shall remain in full force and effect.

## EARLSBROOK - PROTECTIVE COVENANTS

**1. Protective Covenants (“Covenants”)**

1.1 Earlsbrook wishes to preserve the character and integrity of the Earls brook Subdivision and the Lincoln area in general.

1.2 To facilitate this the Covenanter agrees to the following Covenants which are to be registered against each separate Record of Title to the Burdened Land.

**2. Interpretation**

2.1 For the purposes of the Covenants the following words shall have the following meaning:

**Allow** means and includes do, use, facilitating, permitting and suffering;

**Approval or Approved** means an approval obtained in accordance with clause 3 below;

**Approval Certificate** means a certificate issued by **Earlsbrook** which provides confirmation that all Building and Landscaping have been completed in accordance with the terms of these Covenants and the Earlsbrook Residential Design Guide;

**Building** means all structures, constructions and improvements, including (but not limited to) dwelling houses, flats, units, garages, glass-houses and sheds;

**Burdened Land** means land, lot, Low Density Lot, Medium Density Lot and Corner Lots;

**Construct** and **Construction** means to install, erect, plant, complete relocate, repair, renovate, replace or place on the Burdened Land or in any Building and also includes **Allow** to construct;

**Corner Lot** means any Burdened Land having two street fronting boundaries, provided that, unless specifically referenced as such in the Covenants, a Corner Lot shall be regarded as either a **Low Density** or **Medium Density Lot**;

**Earlsbrook** means Earlsbrook West Residential Limited or its agent;

**Earlsbrook Residential Design Guide** means the residential design guidelines published by Earlsbrook and available on the Earlsbrook website and which generally set out the following:

- (i) The general compliance standards for the design, building specifications and layout of the Buildings;
- (ii) The design and specification for fencing and Landscaping constructed either by Earlsbrook or the Covenanter and situated on the Burdened Land;
- (iii) The general use of the Burdened Land throughout the period of construction; and
- (iv) The general maintenance and upkeep of the Burdened Land.

Earlsbrook may at its unfettered discretion make any amendments to the **Earlsbrook Residential Design Guide** that it deems appropriate from time to time.

**Landscaping** means and includes (but is not limited to) driveways, driveway crossings, concrete areas, entranceways, footpaths, kerbs, road frontages, planting, satellite dishes, fencing, walls, wind-breaks, washing lines, street and house numbering including design;

**Low Density Lot** means any Burdened Land between 500m<sup>2</sup> - 700m<sup>2</sup> in area;

**Medium Density Lot** means any Burdened Land between 300m<sup>2</sup> and 499m<sup>2</sup> in area;

**Multi Dwelling Lot** means Lots 251,274,275,298, 299,322,323,341,349,371,378, 418,419,429,434,435,440,441,446,447,452,458,459,465,476,477 and 491.

**Primary Road Boundary** means, in relation to a Corner Lot, the street facing boundary upon which the driveway has been or is still to be constructed;

**Secondary Road Boundary** means, in respect of a Corner Lot, the street facing boundary upon which no driveway has been constructed or is to be constructed;

**Subdivision** means **Earlsbrook's** subdivision in Lincoln known as Earlsbrook.

The following provisions shall apply in the construction and interpretation of these Covenants (unless the context otherwise requires):

- (a) The headings are for convenience only and shall not affect the interpretation of these Covenants; and
- (b) Words importing the singular include the plural and vice versa.

### **3. Earlsbrook Approval**

- 3.1 All Approvals required in accordance with these Covenants must be in writing from Earlsbrook. All Approvals must also be:
  - (a) Obtained by the Covenantor prior to any work being carried out on the Burdened Land; and
  - (b) May be given or denied at the sole and absolute discretion of Earlsbrook.
- 3.2 The Covenantor acknowledges that providing Approval for one party in no way creates a precedent for Approval for another party and Earlsbrook may refuse approval for an identical request from another party and shall not be required to provide any reason for such lack of Approval. Further, and without limiting its absolute discretion, Earlsbrook may refuse to provide Approval to the Covenantor, if what is being proposed by the Covenantor is determined as being detrimental to the Subdivision either now or at any stage in the future.
- 3.3 In exercising its discretion for Approval in accordance with clause 3.1 above Earlsbrook may take into account the architectural merit, visual appearance as well as its own assessment of the general effects on the Burdened Land and the Subdivision in general.
- 3.4 In considering a request made by the Covenantor for an Approval Certificate, Earlsbrook shall assess whether the Building and Landscaping on the Burdened Land has been completed in observance with:
  - (a) The terms of the Earlsbrook Residential Design Guide; and
  - (b) Any plans previously approved by Earlsbrook.
- 3.5 The address for Earlsbrook (or its agent) for approvals is C/- Carter Group, Level 2, ASB House, The Crossing, 166 Cashel Street, Christchurch 8011, info@earlsbrook.co.nz
- 3.6 A construction bond of \$4,000 is payable by the Covenantor to Earlsbrook on settlement of the Burdened Land.

### **4. Covenants**

#### **Landscape and Building Plans**

- 4.1 The Covenantor shall not commence construction of any Building on the Burdened Land, or use any site plans, specifications which have not first received approval from Earlsbrook.
- 4.2 The Covenantor shall not commence construction of any Landscaping on the Burdened Land or use any landscape plans which have not received Approval from Earlsbrook.
- 4.3 Without limiting the provisions of clause 4.2 above, landscape plans shall:
  - (a) Specify all landscape design matters included in the Earlsbrook Residential Design Guide;
  - (b) Be prepared in electronic form by a landscape architect or landscape designer;
  - (c) Provide sufficient and adequate detail to accurately identify plant quantities, varieties and grade, locations as well as driveway specifications, fencing heights and including colour, letterbox design and any other relevant Landscaping as determined by Earlsbrook; and
  - (d) Be submitted to Earlsbrook for Approval within three (3) months following submission of any building plans for any Building in accordance with clause 4.1 above.

#### **Occupation**

- 4.4 The Covenantor shall not allow any Building on the Burdened Land to be occupied as a residence prior to:
  - (a) A Code Compliance Certificate having been issued by the Territorial Authority;
  - (b) All driveways, paths, fencing and Landscaping being completed in accordance with the Covenants and in accordance with the Earlsbrook Residential Design Guide; and
  - (c) The Covenantor requesting and having received the Approval Certificate from Earlsbrook.



**Building and Construction**

- 4.5 The Covenanter shall not without first having received Approval from Earlsbrook:
- (a) Construct on the Burdened Land any prefabricated, relocated or transportable Building or Landscaping other than one constructed on site from new materials.
  - (b) Construct on the Burdened Land any Building or Landscaping which fails to adhere to the Earlsbrook Residential Design Guidelines throughout the course of construction.
  - (c) Leave any Landscaping or the outside of any Building unfinished.
  - (d) Allow the Burdened Land to be used for temporary residential purposes including through the erection of temporary structures or by the placing thereon of caravans and/or vehicles for human habitation.
- 4.6 The Covenanter shall not permit any rubbish, including builder's waste materials to accumulate or to be placed upon the Burdened Land, the berm in front of the Burdened Land or any adjoining land or permit grass or weeds to grow to a height exceeding 75mm or otherwise leave the Burdened Land or the berm in front of the Burdened Land in a condition that, in Earlsbrook's sole discretion, may be detrimental to the Subdivision. Earlsbrook shall have the right to remove any building materials from the Burdened Land, the berm in front of the Burdened Land or adjoining land, or to maintain the Burdened Land and the berm in front of the Burdened Land in a reasonable condition to avoid the Burdened Land becoming detrimental to the Subdivision, with the reasonable costs to be met by the Covenanter and payable on demand.
- 4.7 The Covenanter acknowledges that more than one dwelling may be constructed on any Multi Dwelling Lot.

**Site Coverage, Street Frontage, Front Facade and Fencing**

- 4.8 The Covenanter shall comply in all respects with the requirements as detailed in the Earlsbrook Residential Design Guide in relation to site coverage, street frontage and the front facade of the Building to be constructed on the Burdened Land.
- 4.9 The Covenanter shall not construct any fencing on the Burdened Land without first receiving Approval from Earlsbrook.

**Landscaping**

- 4.10 The Covenanter shall be solely responsible for the ongoing maintenance of all Landscaping (including fences and planting) constructed by Earlsbrook in accordance with the Earlsbrook Residential Design Guide on or adjacent to the Burdened Land and shall keep such Landscaping neat, tidy and to a high standard of presentation and repair to the satisfaction of Earlsbrook.
- 4.11 The Covenanter shall not alter the location, design, exterior coating/sealer, materials, colour or structure of any boundary fencing, feature wall or alter they layout of plantings without the prior written approval of Earlsbrook.
- 4.12 The Covenanter shall comply with the Earlsbrook Residential Design Guide in relation to all Landscaping required to be constructed by the Covenanter (including but not limited to) landscape planting, specimen grade trees, privacy fencing and hedging and shall be solely responsible for the ongoing maintenance of such Landscaping.
- 4.13 The Covenanter shall not construct a driveway crossing other than as specified in the Earlsbrook Residential Guide without first receiving Approval from Earlsbrook.

**Pre-installation to fibre network**

- 4.14 The Covenantor acknowledges that Earlsbrook intends to contract with Tuatahi First Fibre Limited to install fibre broadband reticulation within Earlsbrook's Subdivision for connection to Tuatahi First Fibre Limited's fibre infrastructure ("Fibre Network").
- 4.15 The Covenantor acknowledges that facilities for connection to the Fibre Network are supplied to the boundary of the Burdened Land. It shall be the responsibility of the Covenantor to arrange for the installation and connection of fibre services from the boundary of the Burdened Land to any dwelling or unit built on the Burdened Land.
- 4.16 In the event the Covenantor wishes to connect any dwelling unit on the Burdened Land to the Fibre Network the Covenantor will use Tuatahi First Fibre Limited unless the Covenantor is able to obtain a more competitive price from an alternative provider.

**5. General Covenants**

- 5.1 The Covenanter shall not without first receiving the prior Approval of Earlsbrook:
- (a) Allow any satellite dish, garden statues, fountains or any other exterior ornamental decoration or similar Landscaping on the Burdened Land to be reasonably visible by any other registered owner in the Subdivision standing on any kerb, street or road in the Subdivision;
  - (b) Allow Buildings, grass, weeds, rubbish, noxious substances or other matter on the Burdened Land which is likely to become unsightly or a nuisance or annoyance to the other registered owners in the Subdivision;
  - (c) Allow any advertisement, sign or hording of any kind to be erected on any part of the Burdened Land or any Building ( except for compulsory statutory signage, real estate signage pending sale and builder's signage during construction and pending sale) and all such signage must first be approved by Earlsbrook;
  - (d) Allow maintenance of any Building or Landscaping to deteriorate to a level which is less than that presented in the Subdivision or unreasonable taking into account fair wear and tear and the original condition at the time the Building on the Burdened Land was occupied as a residence;
  - (e) Allow construction, maintenance or repair of footpaths, driveways, driveway crossings, entranceways and any concrete areas on the Burdened Land;
  - (f) Erect any letterbox on the Burdened Land;
  - (g) Locate any heatpump or gas cylinder, bin storage, washing line or utility service area within view from any kerb, street or road within the Subdivision;
  - (h) Fail to complete all Landscaping within two (2) months of completion of the exterior of the dwelling on the Burdened Land;
  - (i) Keep any boat, motorhome, caravan, trailer, bus or similar on the Burdened Land unless it is housed in an enclosed garage or otherwise screened from being visible from the road or street;
  - (j) Allow the parking of any vehicle on the Burdened Land other than within the garage or upon the driveway;
  - (k) Allow any animal to be kept in or about the Burdened Land that is, or may cause, a nuisance or annoyance to the other registered owners in the Subdivision or detract from the Subdivision in any way. In particular, not allow on or about the Burdened Land any dog which resembles any of the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds.

**6. Enforcement**

- 6.1 In the event there is any breach or non-observance of any of the Covenants the Covenantor in breach agrees to and shall at their cost:
- (a) Remove or cause to be removed from the Burdened Land any Building or Landscaping or other item erected on the Burdened Land in breach or in nonobservance of the Covenants;
  - (b) Replace any such building materials or other non-conforming item used in breach or non-observance of the Covenants with approved materials; and
  - (c) Complete any remedial work required to remedy any breach or nonperformance of the Covenants.
- 6.2 Upon written notice being given by Earlsbrook to the Covenantor in breach, pay liquidated damages in the sum of two-hundred and fifty dollars (\$250.00) per day for every day that such breach or non-observance continues after the date which is thirty (30) days after the date upon which written notice is given.
- 6.3 Notwithstanding the provisions contained in clauses 6.1 and 6.2 above Earlsbrook shall not be required nor liable nor have any legal responsibility or liability to enforce any of the Covenants or any non-conformance of the Covenants.

**7. General**

- 7.1 The Covenantor covenants with Earlsbrook that it will not oppose, object to, frustrate, or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder Earlsbrook from progressing and completing the Subdivision or land use consents needed to give effect to the Subdivision. The benefit of this Covenant also applies to any adjoining or neighbouring property Earlsbrook ( or any entity associated with Earlsbrook) owns or may subsequently purchase to progress the Subdivision or any subdivision by any entity associated with Earlsbrook.
- 7.2 The Covenantor shall not subdivide the Burdened Land. Subdivide shall have the meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991.
- 7.4 Notwithstanding the foregoing, the Covenants shall cease to have any effect on any allotments which shall vest or be dedicated as road and/or reserve in any subsequent stages of the Subdivision. Suh date of cessation shall be the date of approval of the subdivision plan by the Territorial Authority.
- 7.5 The provisions of these Covenants (except clause 7.1) shall expire twenty-five (25) years from the issue of a separate Record of title to the Burdened Land.

**8. Dispute Resolution**

- 8.1 With the exception of anything which relates to the exercise of any discretion, opinion or Approval requested of Earlsbrook, and without prejudice to the Enforcement provisions contained in clause 6 above, if any dispute arises between the parties, then the parties shall enter into negotiations in good faith to resolve such dispute.
- 8.2 If the parties fail to resolve such dispute within twenty (20) working days from the commencement of negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed by Earlsbrook.
- 8.3 Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.

**9. Severability**

- 9.1 If any of these Covenants are held by any Court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of these Covenants, and such remaining parts shall remain in full force and effect.





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