

92 HAHEI BEACH ROAD • STAGE 2

te rāwhiti

Hahei • Coromandel • New Zealand

terawhiti.co.nz

VISION & INTRODUCTION

a vision focused on coastal views & privacy





contemporary vernacular architecture

simple form roofs

Low pitch gable & hip, mono-pitch and flat roofs

visually integrated garages

Matching materials and colours to main dwelling

plaster masonry

Contemporary tones, blending with landscape

metal & timber cladding

Painted or stained; pre-finished steel roofs

large glazing areas

Maximising light and coastal views

vernacular response

Designs informed by and responsive to local context

PLANNING CONTROLS

site coverage & heights

8m

maximum height

Compliant with Thames Coromandel District Plan
Section 44 – Coastal Living Zone

parking & garages

Visually integrated garaging

Carports not permitted unless specifically
approved by Design Control Panel

Lots 1,6,7,13,14,15 & 17: min 5m garage setback

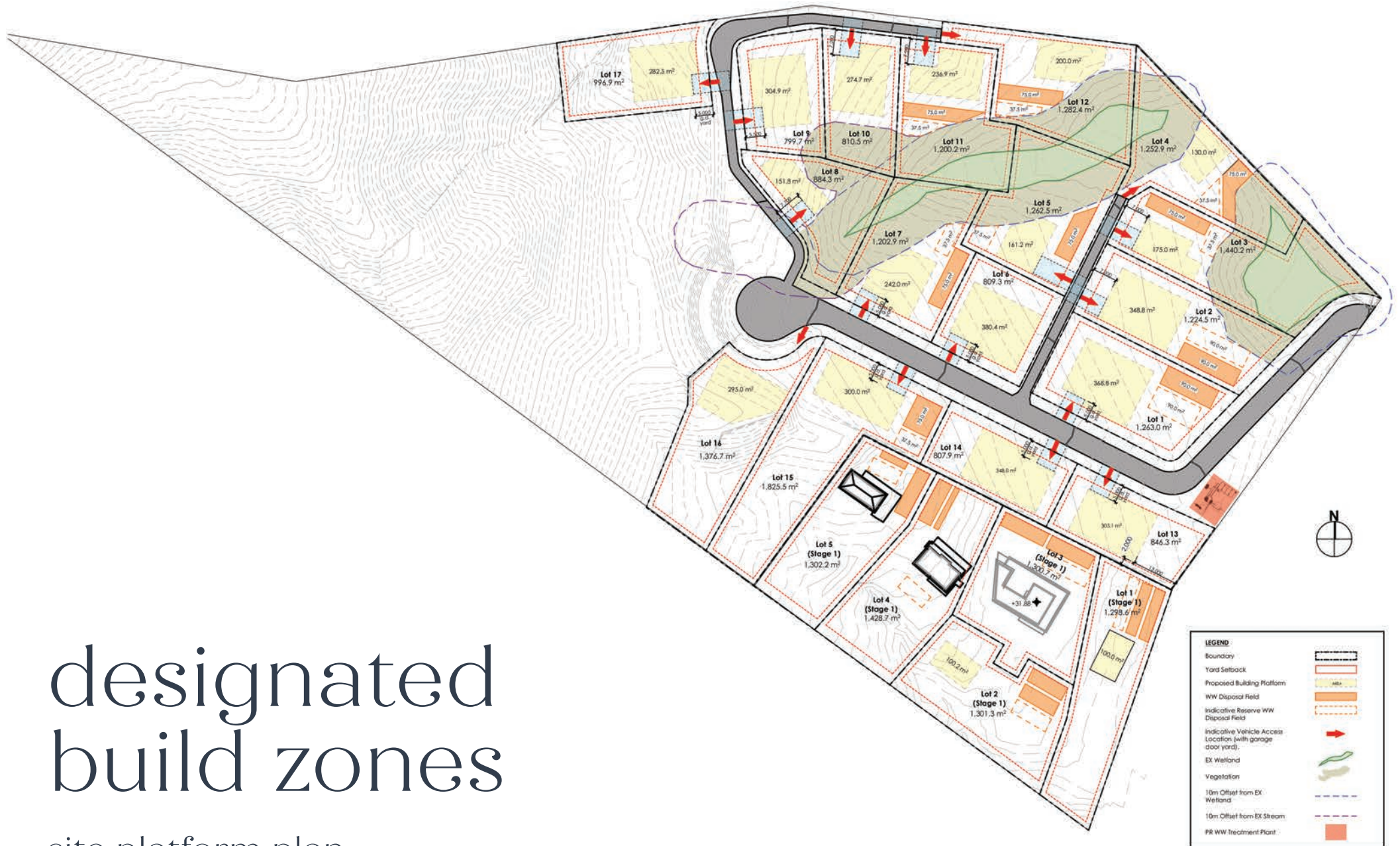
Garages set back 2min from street façade
(except lots 2,3,4,5,12 & 16)

35%

maximum site coverage

Variations above 35% require written
Design Control Panel and Council approval

site platform plan



building materials



approved materials

- ▶ Pre-finished profiled metal Euro tray, corrugated, trapezoidal, membrane roofs
- ▶ Recessive colours approved by Design Review Committee
- ▶ Plaster masonry in contemporary tones
- ▶ Metal cladding
- ▶ Timber cladding – painted or stained



prohibited materials

- ▶ Unpainted metal, fibre cement sidings, PVC cladding
- ▶ Unpainted iron or steel, unpainted concrete masonry
- ▶ Concrete roof tile
- ▶ Mirrored or reflective glazing or cladding

All roof colours and exterior wall colours must be approved by the Design Review Committee prior to construction.

OUTDOOR ENVIRONMENT

fences, planting & landscaping

fences & gates

- ▶ Fence heights to comply with Thames Coromandel District Plan Section 44
- ▶ Prohibited: shade cloth, netting, wire, pipe, corrugated metal
- ▶ Prohibited: unpainted fibrolite, unpainted timber (other than hardwood or tanalised timber)

landscaping

- ▶ Trees, shrubs and plants must not exceed height limits on approved platform plan
- ▶ Must not compromise Greenwood Associates Planting Plan 2457/03
- ▶ Fires, BBQs, gazebos and pergolas must be noted on plans prior to approval



design control process

All owners must submit to the designated design panel and progress through the following three stages before construction commences.

01 concept stage

- ▶ Site plans including fencing
- ▶ Floor plan
- ▶ Exterior elevations (cladding & colours)
- ▶ Landscape plan
- ▶ Drainage plan
- ▶ Topographical Surveyor report
- ▶ Specifications

02 detailed design stage

- ▶ Conceptual floor plan
- ▶ Exterior elevations
- ▶ Proposed external finishes
- ▶ Building platform marked by surveyor

03 final review stage

- ▶ Main contractor approval
- ▶ Final plans stamped
- ▶ Approval letter issued

DESIGN CONTROL PROCESS

design control panel

approval fees

Your submission will be reviewed by a professional panel in line with the vision and requirements set-out in this document.

The fees outlined below will be charged to the applicant upon approval of design for each stage, which must be paid prior to applying for the next stage or prior to construction commencing.

- ▶ Concept Stage: \$695 + GST
- ▶ Detailed Design Stage: \$995 + GST
- ▶ Final Review Stage: \$795 + GST



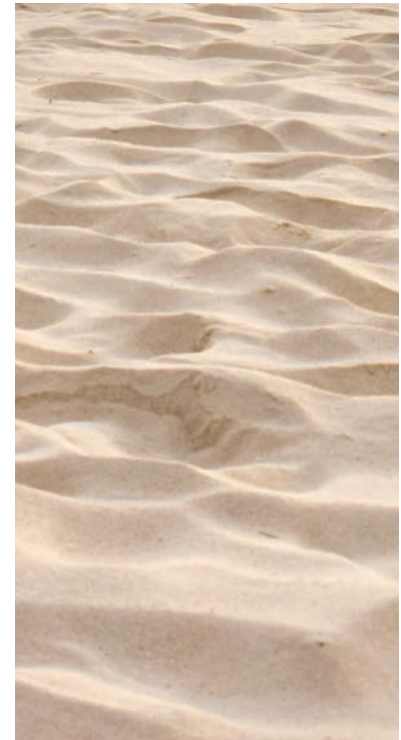
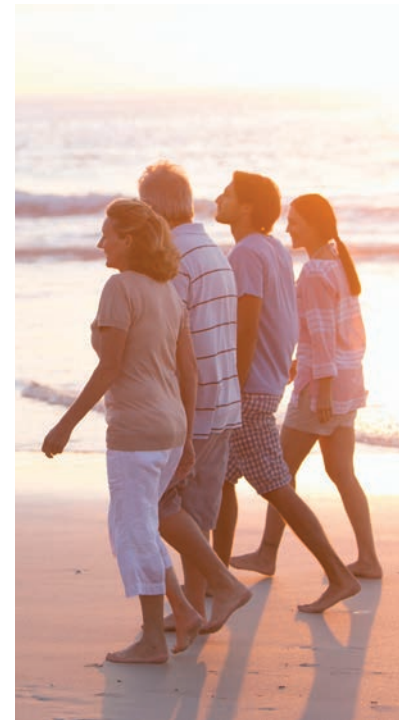
design & construction requirements

construction details

- ▶ All internal plumbing pipes must be concealed
- ▶ Pipes penetrating the roof must match roof colour
- ▶ Certain types of fibre cement cladding are prohibited
- ▶ Exterior roof & wall colours must be approved by Design Review Committee

external tanks & general

- ▶ Tanks visible from the road must be fully buried
- ▶ Other tanks: no part to extend more than 1.5m above adjacent ground
- ▶ Construction sites must remain tidy and free of debris
- ▶ Construction hours permitted:
Weekdays: 8:00am – 7:00pm, Saturdays: 9:00am – 6:00pm
Sundays & Public Holidays: No construction works permitted



scheme plan



Disclaimer: Boundaries are indicative only and subject to final survey plan.

LEGALS

land covenants

The following are draft covenants and may be subject to such changes as may be required by Regulatory Authorities or that are considered necessary or desirable as part of the development.

1. use of property

1.1 Each Lot being part of the Burdened Land shall be used for residential purposes only. No industrial, commercial or trade use shall be carried out from a Lot, other than short term or a small-scale home operation that:

- a. does not involve external storage or display,
- b. does not materially increase traffic or parking demand, and
- c. does not create noise, smell or nuisance beyond what is normal for a residential area.



LEGALS

land covenants 2.

dwelling quality and design

2.1 No building shall be erected on the Burdened Land unless it is a new, permanently constructed dwelling built on site or a new prefabricated dwelling installed on permanent foundations and that has been approved by the Developer as being compliant with any Design Guidelines provided by the Developer. The Owner must comply with all aspects of the Developer's Design Guidelines. The requirement for the building on the Burdened Land to comply with, and for the Owner to comply with, the Developer's Design Guidelines will cease to apply on the date six (6) years after the date of registration of these Covenants.

2.2 No relocated house, second-hand dwelling, garage or shed may be brought onto the Burdened Land without the prior written consent of the Developer or its nominee, which may be withheld at its sole discretion.



2.3 Each principal Dwelling shall have:

- a. a minimum internal floor area of 70m² (excluding garage and decks); and
- b. exterior cladding and roofing of good quality, durable materials suitable for a coastal environment.

2.4 All exterior colours and materials shall be in muted / natural tones that are sympathetic to the coastal environment. No highly reflective roofing or cladding (e.g. unpainted galvanised sheeting) is permitted.

2.5 All buildings must comply with all applicable council consents and district plan rules (including height, yards, recession planes and site coverage).

LEGALS

land covenants

3.

time for building

3.1 The Owner shall (unless otherwise agreed by the Developer in writing):

- a. commence construction of a Dwelling on a Lot being part of the Burdened Land within 24 months of settlement of purchase of the Lot unless otherwise agreed in writing by the Developer; and
- b. achieve substantial completion of the Dwelling (including exterior painting, fencing and landscaping visible from the road) within 36 months of commencement. For the purposes of this clause, "completion" includes the issue of a Code Compliance Certificate by the relevant Territorial Authority for the Dwelling.

3.2 If construction is commenced but not completed, the Owner must ensure the building site is kept tidy, with materials neatly stored and any partially completed works made safe and screened from the road as far as reasonably practicable.

3.3 The Owner shall not:

- a. during the construction of any building or services on the Burdened Land, permit any construction materials, rubbish, or excavation materials to be stored outside the boundaries of the Lot, and shall ensure that adequate waste disposal facilities are provided on the Lot to contain all waste and prevent it from being dispersed onto adjoining Lots or roads;
- b. fail to keep the Burdened Land in a clean and tidy condition during construction, and shall ensure that all waste and surplus materials are removed from the Principal Lot within one (1) month following completion of the construction of any building on the lot; and
- c. cause or permit any damage to, or disturbance of, any road, footpath, reticulated service, berm, kerb, survey peg, streetlight, landscaping within the Development, or any other Lot, and shall, in the event of any such damage or disturbance, make good the same within a reasonable time at the Owner's cost;
- d. use, or permit the use of, any adjoining Lot (whether occupied or vacant), or any berm (except at designated crossings), or any footpath for construction activities or for vehicular access.

3.4 No Lot being part of the Burdened Land shall be occupied or used for residential purposes unless and until, at the Owner's cost:

- a. any dwelling under construction has been substantially completed in accordance with the requirements of the relevant Territorial Authority, including (without limitation) the issue of a Code Compliance Certificate;
- b. all required reticulated services have been properly connected; and
- c. all vehicle crossings and driveways serving the Lot have been constructed in accordance with these Covenants and the applicable standards and specifications of the relevant Territorial Authority.

3.5 The Owner shall not require the Developer to erect, repair, or contribute towards the cost of erecting or repairing any dividing or boundary fence between any Lot and any adjoining land owned by the Developer, and the benefit of this covenant shall not pass to or enure for the benefit of any transferee of such adjoining land.



LEGALS

land covenants

4.

temporary structures, caravans and containers

4.1 No caravan, campervan, cabin, shed, shipping container or similar temporary structure shall be used as a permanent residence on the Burdened Land.

4.2 Temporary buildings, site offices, containers and portable toilets may be placed on the Burdened Land only during the construction period and must be removed within 30 days of completion of the dwelling.

4.3 No caravan, bus or similar structure may remain on the Burdened Land for more than 60 consecutive days without the Developer's prior written consent.

4.4 The Developer may, in its sole and absolute discretion, require the removal (at the Owner's sole cost) of any temporary building or structure it considers unsuitable for the Development.

LEGALS

land covenants

5.

garages, parking and vehicles

5.1 Each dwelling shall include at least one covered garage or carport and additional off-street parking sufficient for normal residential use of the Burdened Land.

5.2 No truck, bus, boat on trailer, campervan or commercial vehicle over 3.5 tonnes may be permanently parked on the road frontage or lawn so as to be visually obtrusive when viewed from the road, except temporarily for loading/unloading or in connection with building works.

5.3 No wrecked, derelict or unregistered vehicles shall be stored where visible from any road or neighbouring property.



LEGALS

land covenants

6. fencing

- 6.1 Any fencing on road frontages must:
- a. not exceed a height of 1.2 m, and
 - b. be constructed of timber, post-and-rail, or other quality materials approved by the Developer (or its nominee). Solid block or corrugated iron fences facing the road are not permitted.
- 6.2 Boundary fences between lots may be up to 1.8 m in height, of timber paling, post-and-rail or similar quality materials.
- 6.3 No barbed wire or electric fencing (other than for stock on larger combined lots as approved by council) shall be erected on the Burdened Land.



LEGALS

land covenants

7.

landscaping and maintenance

7.1 The front yard and any areas visible from the road must be:

- a. grassed, planted, paved, or otherwise landscaped within 6 months of the dwelling being completed; and
- b. kept in a tidy and well-maintained condition, free of long grass, refuse, rubbish or derelict items.

7.2 The Owner shall promptly control noxious weeds and pest plants (including, without limitation, thistles, ragwort, gorse, blackberry, and convulvulus) and not allow them to spread to neighbouring land, road reserve or berm.

7.3 No tree or structure (excluding any dwelling or structure approved by the Developer through the design review process or otherwise) shall be planted or erected that unreasonably

obstructs or adversely affects sea views from another dwelling or light enjoyed by another dwelling where a lesser height or location could practically avoid such obstruction or effects.

7.4 The Owner shall at all times have due regard to the amenity value of existing trees located on each Lot being part of the Burdened Land and shall not remove any such trees without the prior written consent of the Developer.

7.5 The intention of this clause is not to unreasonably restrict the Owner from removing or maintaining existing trees, provided that any removal is justified on reasonable grounds, including (without limitation):

- a. for safety reasons;
- b. for the purpose of establishing a building platform for the construction of a Dwelling or other Improvements; or
- c. where, in the reasonable opinion of the Developer, such trees materially interfere with the Owner's quiet enjoyment of the Burdened Land.

For the avoidance of doubt, "quiet enjoyment" shall not, for the purposes of this clause, include or extend to the removal of trees solely to facilitate the siting, outlook, or positioning of any proposed Dwelling or other Improvements.

7.6 The Owner shall not permit or suffer any rubbish or refuse to accumulate on the Burdened Land or permit excessive grass growth on the Burdened Land or any adjoining road berm such that it exceeds 100 mm in length or otherwise becomes unsightly.



LEGALS

land covenants

8. nuisance

8.1 The Owner shall not do or permit anything on the Burdened Land which is, or is likely to become, an annoyance, nuisance or disturbance to the occupiers of any other lot in the subdivision.

8.2 Without limiting clause 8.1, the Owner shall not:

- a. create excessive noise (including amplified music) outside the hours reasonably expected in a residential area;
- b. keep any animals in such numbers or manner as to cause noise, smell or other nuisance;
- c. operate any business that generates frequent heavy vehicle movements, loud machinery, or outdoor storage;
- d. permit or suffer any unreasonable off-site glare from lighting on any Lot, including (without limitation) permanent spotlights;
- e. erect, display, or permit to be erected or displayed any sign of a permanent nature on any Lot or any other part of the Development without the prior written approval of the Developer;
- f. permit or suffer any structures on any lot to become dilapidated or to fall into a state of disrepair.

LEGALS

land covenants

9.

further subdivision

9.1 The Burdened Land shall not be further subdivided into more than one principal residential lot or any cross-lease or unit title interest created in the principal lot without the prior written consent of the Developer (or, after the Developer has sold all lots, such residents' association or successor as may be nominated by the Developer).



LEGALS

land covenants

10.

duration, variation and enforcement

10.1 These Covenants:

- a. are for the benefit of all Lots in the Development and each registered proprietor of those lots;
- b. run with the land and bind the Owner and the Owner's successors in title; and
- c. may be enforced by the Developer while it owns any lot in the subdivision and thereafter by any Lot owner (or any residents' association incorporated for this purpose).

10.2 These Covenants may only be varied or released by a written instrument executed by the Developer (while it still owns any lot in the subdivision) and, after that, by the owners of not less than 75% of the Lots in the Development (by number) and then registered against the title.



10.3 Nothing in these Covenants shall be construed as imposing any obligation on the local council or giving the council any liability in respect of their enforcement.

10.4 Notice may be served by the Developer if any owner/applicant is in breach or does not comply with any restrictions, specifications, approvals, or conditions noted within this document. The notice will outline the non-compliance and advise of a reasonable timeframe for the non-compliance to be remedied. If such notice is noted complied with, the Developer may take the following actions against the owner/applicant:

- a. enter upon the Burdened Land on which the non-compliance has occurred and remedy such non-compliance or remove any non-complying works, at the cost of the Owner; or
- b. authorise any contractor or agent to enter upon the Burdened Land for the same purpose and to remedy such non-compliance or remove any non-complying works, at the cost of the Owner; and
- c. recover all costs incurred in taking action under this clause as a liquidated debt due from the Owner.
- d. any other action deemed

LEGALS

land covenants

11.

interpretation

11.1 In these Covenants:

"Benefited Land" means any one or more of the respective Lots described in Schedule A as the Benefited Land.

"Burdened Land" means any one or more of the respective Lots described in Schedule A as the Burdened Land.

"Covenants" means the covenants set out in this instrument.

"Covenantee" means each of the registered owners from time to time of the Benefited Land, including the Developer, whilst the Developer is the registered owner of any of the Land;

"Covenantor" means each of the registered owners from time to time of the Burdened Land;

"Developer" means Blackford Developments Limited.

"Development" the subdivision and development of the Land.

"Dwelling" means a permanent building or structure for wholly or substantially human residential purposes.

"Land" means all of the Developer's land contained in Record of Title SA40C/697 comprising all of the Lots prior to subdivision.

"Lots" means each of those Lots separately numbered on Deposited Plan [] that comprise all of the Burdened Land and the Benefited Land described in Schedule A.

"Owners" means the registered proprietor of the Lots.



disclaimer & liability

disclaimer

Neither the Developer nor any of its members, employees, agents, or contractors shall incur any liability to any Owner or occupier of any Lot in respect of any loss, damage, or injury arising out of, or in any way connected with, any recommendation, approval (whether conditional or unconditional), or rejection made or given in reliance upon these Covenants, save to the extent that such loss, damage, or injury is attributable to bad faith or a criminal act.



liability & compliance

Any requirement under these Covenants to submit plans and specifications for any Improvements to the Developer, or to obtain the Developer's approval, shall cease to have effect six (6) years from the date of these Covenants, but without prejudice to any liability arising from any prior breach of these Covenants.

Any approval (whether conditional or unconditional) granted by the Developer shall not be construed as certifying or confirming that any works comply with any applicable law, regulation, or requirement of any Territorial Authority, nor with any consent or approval required from any other authority or agency.

If any provision of these Covenants conflicts with any applicable law or the requirements of any relevant authority, that provision shall be of no effect to the extent of such conflict.

Notwithstanding anything to the contrary in these Covenants, the Developer may, in its sole and absolute discretion, waive strict compliance with any condition of its approval, provided it considers that any proposed variation is generally consistent with the intent of these Covenants and maintains the overall harmony of the Development. For the avoidance of doubt, any decision of the Developer in respect of such waiver shall be final and shall not be subject to challenge or review.

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