

# Bradleigh Park

at MARLBOROUGH RIDGE RESORT

## Covenants

### Introduction

Welcome and thank you for taking an interest in our latest Stage to be developed within the Marlborough Ridge Resort, ðBradleigh Parkö. The Marlborough Ridge Resort development is located in Fairhall, just a 5 minute journey from down town Blenheim. The Ridge, as it is known to the locals, borders the well renowned Marlborough Golf Club on one side, rolling hills behind and vineyards to the north and west.



The Ridge Resort may have been a little ahead of its time when first planned, however, the residential development which has been constructed to date is of an extremely high standard and those people living within Marlborough Ridge simply love it.

The block of land at the front of The Ridge was never intended for development in the initial planning stages as it was not owned as part of the original development. In 2004, it was put up for sale and with the possibility that it could be turned in a whole range of uses. We decided that we needed very much to protect our investment of Marlborough Ridge and make this part of the development a focal point, creating a dynamic entry statement which will cement the Marlborough Ridge Resort in the future to be the most sought after residential area within the region.

The Smith Family has very much been part of Marlborough for over 30 years and has been very successful in a range of businesses from hospitality and tourism to bus and coach transportation, motor vehicle importation and in later years property development. Covent Gardens in Springlands and the Marlborough Ridge Resort give testament to the quality of development which we are wishing to achieve both now and in to the future.

Bradleigh Park has been named after the late Brad Smith. Although Brad passed on prior to the familyö moving into property development, it certainly has been the familyö desire to commemorate his achievements in life hence naming Bradleigh Park after him.

You may think that the Covenants contained within this document are a little over the top, however we know and understand that the entry to Marlborough Ridge is the most important part of the development. There is only the one chance to create the entry statement we envisage. We welcome the opportunity to make sales to people who would like to share our vision and who would like to reside within Bradleigh Park. We also welcome the opportunity to discuss our proposals and share your own visions.

**Greg Smith** ó Managing Director

Property Division and Business Development -DeLuxe Group Limited

Visit: [www.deluxegroup.co.nz](http://www.deluxegroup.co.nz)

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## **Protective Covenants**

### **1. Vision and Objective**

- 1.1. The Developer of Bradleigh Park at Marlborough Ridge Resort has a very clear vision as to what he would like to see with regards to residential development within Bradleigh Park. Bradleigh Park is a large lot subdivision located at the very entrance to Marlborough Ridge Resort. Being at the most important and strategic location for the Marlborough Ridge Resort we only get the one opportunity to make the entry statement that Marlborough Ridge deserves. Our landscape designs and covenants will give instant impact to Marlborough Ridge through large open areas which will contain significant homes on a grand scale. Bradleigh Park will most certainly become a most prestigious area in which to live. To help achieve this vision some of the homes to be built within Bradleigh Park will be constructed by the developer.
- 1.2. This set of Covenants has been put in place not to hinder property owners but to enhance the residential area and protect those residents living within Bradleigh Park and Marlborough Ridge Resort. The Developer will develop a very tasteful and up-market residential area which will be deliberately open and park like. To achieve this, some building materials will not be allowed. To give a very upmarket and grand feeling, all lots have been designated for two storey homes only except for Lots 1 and 13. Further definitions are outlined in this document.

### **2. Architectural Committee**

- 2.1. An Architectural Committee has been established. This Committee is selected by MRD Holdings Limited or its nominee. The Committee will be responsible for viewing all plans before approval is granted by the Developer. A special Internet Website has been set up so that potential property owners are able to view the styles of housing which will be encouraged within this residential area. This website can be found at [www.deluxegroup.co.nz](http://www.deluxegroup.co.nz)



### **3. Approval Process**

- 3.1. In order to achieve all objectives within this document a Land Covenant will be registered against each title within the subdivision. It will contain all covenants as outlined within this document. This covenant will remain with each title no matter how many times the title may change hands.
- 3.2. No structure may be erected on the allotment without first obtaining the written consent of MRD Holdings Limited, or its nominee. The contact person is Greg Smith, 45 Main Street, Blenheim. Phone (03) 578-3310 or 027-4492-404.
- 3.3. The registered owner of the allotment shall provide full plans and specifications for the proposed structure. Consent shall not be arbitrarily withheld, provided however, that MRD Holdings Limited, or its nominee, shall have the absolute right to refuse consent in the event the proposed plans and specifications do not comply with any provision, of any covenant, as set out in this document. Potential purchasers will be required to discuss their intentions prior to the contract for purchase becoming unconditional and a deposit paid.

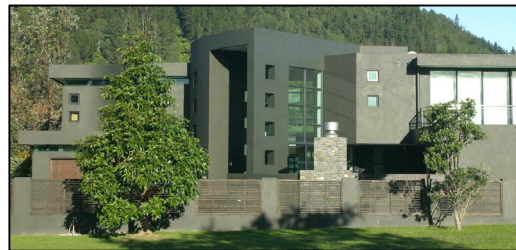
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- 3.4. All purchasers are encouraged to start construction on their lot within 18 months of settlement. If for some unforeseen reason, a purchaser must on sell their Lot, then the Developer must be given first right of refusal to buy the Lot back, at the current market price. The Lot can only be on sold if the Developer does not wish to use this right.
- 3.5. The floor area of each dwelling must be a minimum of 300 square meters including garaging.
- 3.6. The construction of the dwelling must be completed within a 12 month period - (excluding landscaping) from the commencement of construction.
- 3.7. In the early stages of planning, discussing a Concept visual Plan will be a requirement by the developer.
- 3.8. MRD Holdings Limited shall have 14 days, from the date upon which the request for consent is lodged, (accompanied with all the necessary plans, specifications and other information) within which to grant or decline consent. This 14-day period may be extended by MRD Holdings Limited if clarification or further information is required from the property owner.
- 3.9. A refundable \$1,000 builders bond will be payable before the final approval is given. This bond will be held in the MRD Holdings Limited Trust account and refunded when the project is complete and MRD Holdings is satisfied that all kerb and channelling, entranceways and landscaping have been reinstated to a brand new condition. See the Construction Guidelines and Controls Schedule for full details pertaining to this bond.

3.10. **Information to be supplied shall include the following:.**

- 3.10.1. A Site Plan
- 3.10.2. Floor Plan
- 3.10.3. Elevations of all sides
- 3.10.4. Cross section indicating the roof pitch
- 3.10.5. Schedule of external colours being used
- 3.10.6. Schedule of materials being used
- 3.10.7. Schedule of Dwelling areas
- 3.10.8. Plan showing the Driveway and material being used
- 3.10.9. Plan showing any permanent paving and materials
- 3.10.10. Detailed Landscape plan. This may be supplied later
- 3.10.11. Only one dwelling is permitted on each allotment. The dwelling house must not be a relocated, or a re-locatable building, or kitset house. The garage may be constructed separately from the house but must be constructed at the same time. If the garage is a separate building then it must be constructed of the same building materials used within the main house construction.



## 4. Occupation

- 4.1. The dwelling must not be occupied until it has been completed. This includes the completion of :
  - 4.1.1. Driveways
  - 4.1.2. Pathways
  - 4.1.3. Letterbox

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## 5. Building Heights

- 5.1. No building may be constructed more than 2 stories or 7.5 meters in height. (measured from the natural ground level)
- 5.2. The dwelling, excluding the garage must be two storeys except for Lots 1 and 13. The object is to develop housing which may depict many interesting styles from a traditional French Villa through to a modern more contemporary design.

## 6. Building Materials

- 6.1. No second hand building materials are to be used on the exterior of the construction unless approved by the Architectural Committee.
- 6.2. **Exterior walls shall be clad with either: -**
  - 6.2.1. Natural Stone
  - 6.2.2. Stucco
  - 6.2.3. Hebel
  - 6.2.4. Celcrete
  - 6.2.5. Plaster
  - 6.2.6. Modern Brick or Block products
  - 6.2.7. Natural Timber products. Wood fibre planks or boards may only be used in place of weatherboards provided they are used in a manner that will create a natural traditional timber appearance. The exterior timber appearance should not exceed 50% of the total exterior cladding, excluding the roof. No Hardiplank or whether sheet look is acceptable.
  - 6.2.8. The developer is open to other building materials which may be discussed in the concept planning stages.

## 7. Roofing

- 7.1. Roofing material shall be either:
  - 7.1.1. Concrete or Clay Tiles
  - 7.1.2. Slate or Bitumen Shingles or painted long run crest steel
  - 7.1.3. Decramastic Tiles
  - 7.1.4. Cedar
  - 7.1.5. Colour Steel



## 8. Guttering

- 8.1. All gutters and down pipes must be either hidden or at least painted to match the colour of the dwelling.
- 8.2. No PVC guttering or down pipes are to be used.

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## 9. Fencing

- 9.1. The developer's objective is to maintain a very open and park like environment. No solid, hard or boundary fencing is permitted on either side or at the front of the dwelling unless it is a landscape feature surrounding a swimming pool or a small landscape feature surrounding patios, courtyard a clothes line or implement shed. Any such fencing must be approved by the Architectural Committee.
- 9.2. No fence may be built of corrugated iron, sheet or panel steel, un-textured flat fibrolite, hardy flex, plywood, or of post wire fencing. Second hand or demolition materials may not be used, unless the second hand materials are of an aesthetic nature and have been approved by the Architectural Committee
- 9.3. No approved fence will be greater than 1.8 meters in height, measured vertically from the natural ground level, at the relevant point on the Lot,
- 9.4. Any permitted fencing should be constructed from the same or similar materials as to the exterior cladding of the house so as to make it look as though it is part of the dwelling.
- 9.5. Neither MRD Holdings Limited nor the Marlborough District Council can be required to contribute to the cost of any landscaping which may border road reserve or unsold sections.

## 10. Driveways

- 10.1. No dwelling may be occupied until the driveway is completed. This means that no driveway should be left with a dirt, metal or low quality aggregate surface.
- 10.2. All driveways shall be constructed to the full width (two car tracks+are permitted)
- 10.3. Driveways shall be constructed using any of the following materials :
  - 10.3.1.1. Concrete
  - 10.3.1.2. Coloured Stamped Concrete
  - 10.3.1.3. Stencilled or Exposed Aggregate Concrete
  - 10.3.1.4. Cobblestones
  - 10.3.1.5. Pavers
  - 10.3.1.6. Hot mix



## 11. Parked Vehicles

- 11.1. Each allotment owner shall ensure that no caravans, campervans, house buses, boats, trailers or trade commercial vehicles under their control shall be parked in the street or on the allotment where they are plainly visible from the street, on a regular basis, or for a continuous period exceeding 8 hours. (The only exception is with Trades vehicles during the construction period) Garaging must be supplied for any such vehicles so that they are not exposed to neighbouring properties.

## 12. Basements

- 12.1. All basements are to be fully enclosed prior to the dwelling being occupied.

## 13. Landscaping

- 13.1. All Landscaping visible from the road frontage shall be completed according to the Landscape Plan submitted to MRD Holdings Limited, within 9 months of the owner occupying the dwelling.



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- 13.2. Prior to, during, and after construction, all landscaping areas must be maintained in a clean and tidy manner. All grass, weeds or foliage must not exceed 10cm in height. The developer does have mowing services and will be happy to discuss this facility with purchasers to ensure grass is kept to the required level should the purchaser not be able to maintain this area themselves.
- 13.3. No excavation material, rubbish or builders waste or materials are to be deposited on any adjoining properties. Any builders waste should be contained in a skip which should be emptied on a regular basis.
- 13.4. Any damage, which may be done to the subdivision landscaping, irrigation, berms and curbs whilst the construction process is taking place, must be repaired by the lot owner responsible for this damage.
- 13.5. No hedges are to be grown higher than 1.8 meters.
- 13.6. No pinus radiata or cedus macrocarpa shall be grown within the lot.

## 14. Road Berm Streetscape

- 14.1. Should Lot owners wish to move the allocated vehicle crossing then this must be approved and coordinated with the Developer . MRD Holdings Limited.
- 14.2. Any relocation of the vehicle crossing and maintenance of the landscaping affected will be at the Lot owner's expense.
- 14.3. Considerable effort has gone into landscaping both the road berm and within some Lots as part of the overall development of the subdivision. Trees which have been planted within the road berm may not be altered in any way without the written consent of the Reserves Manager of the Marlborough District Council. The removal, changing or relocation of any landscaping which has been developed within the Lots is not permitted within ten years of the completion of the development (prior to January 2016) unless written approval is given by either MRD Holdings Limited or its nominee. Should MRD Holdings Limited no longer have a financial interest within the Marlborough Ridge Resort after this period, then the approval to change any of the landscaping which has been done as part of the original development of Bradleigh Park, even if it is within your own Lot must be agreed to by at least 70% of the residents living within Bradleigh Park. These changes should be coordinated for the entire subdivision and not just for one individual lot so as to tie the landscape in with the entire development and not just to one individuals taste.
- 14.4. All Lot owners will be responsible for the maintenance of landscape features on their Lot as well as the maintenance of the road berm in front of their property. These areas are major marketing tools for the entire Marlborough Ridge development and should be looking pristine at all times.

## 15. Signage

- 15.1. No signage indicating a business is permitted unless written approval is given by MRD Holdings Limited.
- 15.2. No Real Estate Agents or For Sale signs are to be erected on any lot at any time, except during development stages of the subdivision on a properly constructed plan of the subdivision showing all lots and those still available for sale. This will be controlled by MRD Holdings Limited.

## 16. Ancillary Structures

- 16.1. All ancillary structures, which have public view from the roadway, shall be constructed using the same building materials as the dwelling.

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- 16.2. Any antenna, satellite dish or solar panels shall be placed such that it is not visible from the roadway or give a reflection or glare which creates a nuisance to other Lot owners.
- 16.3. No glass-house, tunnel house or like structure should be constructed which is visible from the road.
- 16.4. No exterior fixtures shall be attached to the dwelling that in the opinion of MRD Holdings Limited are obtrusive.

## **17. Section Maintenance prior to and during Construction**

- 17.1. All sections must be well maintained prior to and during construction.
- 17.2. Grass must not be allowed to grow above 10cm within the Lot
- 17.3. Grass berms should be maintained to a level no higher than 5cm
- 17.4. Landscaping Plots on each Lot should be maintained on a regular basis
- 17.5. The DeLuxe Group offer a maintenance agreement for a 12 month period which will keep grass within the required levels and includes landscape feature maintenance.

## **18. Exercise of Discretions**

- 18.1. Where any of the covenants in this document require the exercise of a subjective discretion the judgement of MRD Holdings Limited or its nominee shall be final and determinative.

## **19. Breach of Covenants**

- 19.1. Where the servient owner commits a breach of any covenant and that breach is ongoing, MRD Holdings Limited, or its nominee, shall be authorised to enter upon the property and to take such steps as may be necessary and or expedient, for the purpose of remedying the breach. Any costs incurred by MRD Holdings Limited, or its nominee, in remedying any breach, shall be recoverable from the servient owner as a debt payable upon demand, and shall bear interest at a rate of 12% per annum from that date of demand, until the date of payment.

## **20. Construction Guidelines and Controls**

- 20.1 A detailed schedule outlining the Construction Guidelines and Controls, along with a Bond Agreement may be obtained from MRD Holdings Limited. This must be completed before any construction plans will be approved.

## **21. Expiry**

- 21.1 The rights and obligations of MRD Holdings Limited to enforce these covenants, other than Covenants in clauses 2, 3 and 14.3 shall terminate when MRD Holdings Limited ceases to be an owner of any allotments in the Marlborough Ridge Resort. From that date onwards the right to enforce any covenant (other than the covenant covered in Clause 2 and 3), shall vest in the owners of any allotment, which has the benefit of these covenants.

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MRD Holdings Limited  
P O Box 749  
45 Main Street, Blenheim, New Zealand



P: 03 578-3310    F: 03 578-3314    E: [info@deluxegroup.co.nz](mailto:info@deluxegroup.co.nz)