

Design & Construction Guidelines



Pertaining to Stages 1-6 Brookvale Subdivision, Lincoln

This document should be read in conjunction with the Land Covenants which are or will be registered against the title to each property in the Development. Land Covenants are available on request. Any defined term in this document is as defined in the Land Covenants.

The Design, Construction and Plan Approval guidelines are intended to be broad, to allow flexibility, to allow adaptability as architectural styles change and develop and to allow the possibility of the Brookvale Development ("the Development") developing a design theme but are also required to ensure the integrity of design and style and to reflect the Developer's vision for the Development.

The intention of these guidelines is to ensure continuity and harmony of building style within the Development.

Design and building controls and other matters are intended to support the standards which we aspire to, to emphasise the quality of the development and add value to the investment that is being made in your building.

Extra influence will be encouraged for all road and reserve frontages and this could be with a mixed use of exterior claddings, or additional features such as chimneys, columns etc and a variety of gable ended, hipped or mono pitch designs.

The exterior colour palette and landscape design will need to be carefully considered to ensure it is in keeping with the surrounding properties and complimentary to the environment and overall aesthetics of the development.

DESIGN GUIDELINES

The Building and/or site shall not:

1. Include external cladding (except cladding of soffits or gable ends) of unrelieved flat steel, corrugated iron, fibrolite, hardiflex, galvanised steel, fibre cement weatherboards, uncoated fibre material, PVC sidings or claddings, unpainted concrete masonry, metal or asphalt based aggregate covered tiles or shingles or any similar materials;

2. Have any unfinished exterior walls or doors (except where cedar cladding or decorative brick /stone are used);
3. Have a roof constructed from anything other than slate, tile or a pre-coloured steel product unless the Developer agrees to a different roofing material as part of providing Developer Approval and providing that no Building shall have a roof constructed from copper, corrugated iron or any unpainted metal surface or have copper spouting or down pipes unless the same shall have been authorised by Developer Approval;
4. Have any carport other than a fully enclosed garage;
5. Have any aboveground electrical, telephone, or other wires or any fencing other than as expressly authorised by the Developer Approval of the Plans and Specifications;
6. Have any satellite dish with a diameter greater than 0.7 metres or any satellite dish or TV aerial that is visible from the street frontage of the Developed Property;
7. Have any Building beyond the approved Authority set-backs or located over any registered easement facility.
8. Use colours on the exterior roof or wall other than those approved by the Developer.
9. Have any fence or boundary wall containing cement board sheets or panels, corrugated iron or metal sheeting or any other materials or design as outlined in the fencing guidelines.
10. Erect a Dwelling without erecting a new letterbox at the front of the Developed Property of a design and colour approved by the Developer as part of the Developer Approval and where the letterbox shall not be more than 1.5 metres high or 500mm wide.
11. Commence any exterior landscape works, without prior Developer Approval in accordance with the landscape guidelines.

CONSTRUCTION GUIDELINES

The Building and/or site shall not:

1. Have any sign visible from outside the Developed Property except:
 - 1.1 one standard real estate sign which shall be no larger than 600cm x 1 m and no higher than 1.2m above Ground Level;
 - 1.2 signage erected by the Developer;
 - 1.3 signage approved by the Developer on such conditions as the Developer thinks fit;
 - 1.4 a sign erected by an Approved Builder in accordance with the terms of a Approved Builders Deed;

and all signs erected in accordance with this clause are subject to the requirements and the rules applicable to the then applicable zone of the SDP for the Developed Properties. All signs shall be located appropriately and maintained to the satisfaction of the Developer in all respects. The Developer may give 24 hours written notice to any registered proprietor or occupier of a Developed Property to remove any sign that does not comply with these Land Covenants.

2. Health and Safety
 - 2.1 the Builder will comply with all health and safety requirements and cause all sub-contractors to maintain effective health and safety policies for work carried out in the Development. A copy of the Builders health and safety policies will be given to the Developer prior to the commencement of any work or at any time on request being made.
 - 2.2 the Builder will comply with all other statutory requirements relevant to the Builder' business.

3. Footpaths and Kerbs

- 3.1 before commencing any work on a property the Builder will create a temporary footpath and berm crossing by cutting out a kerb and crossing area and providing hard base material compacted in a manner that will ensure a tidy crossing during construction.
- 3.2 if a kerb and crossing have already been installed the Builder will protect it by laying down a protective layer of sand followed by a layer of base course material to a thickness that will ensure no damage occurs to the underlying crossing and footpath. If any damage is caused to the kerb or footpath, full repair or replacement will be required at the direction of the Developer but at the Builder's cost.
- 3.3 on completion of construction and during the landscaping and laying of paths, the Builder will ensure a contractor approved by the Developer reinstates the new footpath and berm crossing in accordance with the standard design and specifications advised by the Developer but at the Builder's cost.

4. Loading, Unloading and Storage of Materials During Construction

- 4.1 all loading, unloading, delivery and storage of all materials will take place within the building site and fenced area on the property and not onto the footpath, adjoining sections or berm areas.

5. Builders' Site Sheds

- 5.1 all builders' site sheds will be placed within the property under construction and other structures necessary for storage will be freshly painted in the common corporate colours of the Builder only (no individual sub-contractors or consultants' logos, sign or colours will be displayed).

6. Vehicle Parking During Construction

- 6.1 all vehicles will be parked either inside the fenced area on the property or parallel parked within the road area. Any vehicle that deposits oils or other damaging materials will be asked to leave the area and the Builder will clean the affected area and make good any damage at the Builder's cost.

7. Toilet Facilities

7.1 only approved porta-loo style toilets will be allowed on the property during construction. Combined toilet facilities may be provided. The Developer may at its discretion allocate the land required in conjunction with the Builder and other builders. The Builder will keep the toilets and immediate area in a clean and sanitary condition.

8. No Alcohol, Animals or Drugs

8.1 the Builder will ensure that all of its employees, builders, contractors, sub-contractors or sub trades do not have any alcohol, drugs or animals of any kind within the Development.

9. Rubbish Removal and Street Sweeping

9.1 appropriate rubbish skips will be maintained within the property for all construction rubbish and will be cleared at regular intervals. The Builder will not burn any building materials or light any fires, allow rubbish to blow outside of the building site or property or cause an unsightly mess. The building site and property must be cleaned up daily and the street swept each Friday by 4.00pm.

10. Washing of Vehicles and Cleaning of Vehicle Spillages

10.1 washing down of any vehicle, scuffing of or surface damage to the road is not allowed. The spillage of any materials must be removed immediately from the road reserve areas (footpaths, berms and roads).

11. Utilities

11.1 the Builder will ensure that extreme care is taken during the course of construction not to interfere with or cut any underground pipes, cables, drains and other services. Any damage caused by the Builder to any services laid under or above ground will be repaired immediately at the Builder's cost in consultation with the Developer and the utility provider.

12. Construction Hours

12.1 during construction no building activity that creates noise will take place outside the hours of 7.30am to 6:00pm on any weekday and 8:00am to 6:00pm on any Saturday, Sunday or public holiday.

13. Remedial Paragraph

13.1 subject to these guidelines, the Developer reserves the right to:

13.1.1 require the Builder to remedy a breach of any of the guidelines within two (2) working days of receiving written notice of such breach;

13.1.2 instruct other parties to remedy any breaches of any of the covenants at the expense of the Builder; and

13.1.3 if the Builder fails to remedy any breach in accordance with clause 14.1.1 The Developer may deduct any costs incurred in remedying any breach from the Bond.

14. Sub-contractors

14.1 the Builder will ensure that all sub- contractors and suppliers comply with these guidelines and the Builder will be liable to the developer for the actions of contractors, sub-contractors, suppliers and consultants.

15. Land Covenants

15.1 the Builder will comply with the Land Covenants.

16. Insurance

16.1 the Builder will at all times hold appropriate builders risk and public liability insurance cover and will keep the insurance cover current.

16.2 the Builder will provide evidence of its insurance cover prior to construction starting and at any other time during construction.

17. Stock Piling

- 17.1 permit any soil, earth, clay, sand or shingle material used in the course of the construction process to remain on a Developed Property after completion of construction and to remove the same as soon as possible.

PLAN APPROVAL GUIDELINES

The indicative plans and specifications approval process is as follows but Lime Developments Limited (“the Developer”) reserves the right to vary and adapt the process as it thinks fit.

1. Approval Process

- 1.1 all plans and any variations made to the plans, must be submitted to the Developer and in sufficient detail as outlined in steps 1 to 4 of the plan approval guidelines summary to enable the Developer to assess the proposed design, prior to the commencement of any building work.
- 1.2 The Developer may request such further information it requires in its sole discretion to assist it in giving approval.
- 1.3 The Developer will aim to advise the applicant or the applicant’s builder of its decision within ten (10) working days of receipt of the plans, any other information requested by the Developer and the name of the builder who will undertake the building work (if relevant).
- 1.4 All builders once approved by the Developer must enter into an approved builders deed in the form and on the terms then in use by the Developer.
- 1.5 The approval by the Developer of any plans is granted in respect of the specific plans for the specific property to which they relate and shall not constitute or be deemed to be approval of similar plans for any other property.
- 1.6 The Developer may, in its sole discretion, waive compliance with any aspect of the design controls if in the Developer’s sole opinion the granting of such a waiver will not be contrary to the intent and spirit of those controls.

- 1.7 In assessing whether to approve any plans and specifications the Developer will amongst other things consider:
 - 1.7.1 whether the proposed building(s) and/or landscaping is of a quality design and/or compatible with other buildings (either existing or already approved but not yet built) or landscaping in the vicinity and/or the local environment;
 - 1.7.2 the extent to which the proposed buildings are in harmony with the surrounding area and any existing or approved dwellings;
 - 1.7.3 the influence or effect the proposed buildings may have upon the outlook of adjacent and/or neighbouring dwellings;
 - 1.7.4 the effect of any proposed landscaping;
 - 1.7.5 individual elements of the design as well as the overall design; and
 - 1.7.6 the requirements of the Selwyn District Plan; and
 - 1.7.7 any other factor which the Developer considers relevant
- 1.8 The Developer's approval of any plans and specifications may be made subject to such conditions as the Developer considers necessary.

