# strowan fields

ASHBURTON

laid back living at its best

Corner of Trevors Road & Wakanui Road, Ashburton


strowan
fields
ASHBURTON

# Live where the grass is greener

Whether you're starting out or slowing down, growing your portfolio or expanding your family, Strowan Fields is the ideal place to take the next step on your property journey. With manageable sections, a picture-perfect setting and a strong sense of community, it's the ideal spot to invest in your future.

At its core, the Strowan Fields vision is a simple one - to create a community of quality homes with beautiful streetscapes, plenty of greenspaces, and lots of breath-taking views!

## AT STROWAN FIELDS YOU WILL FIND:

- A wide variety of section choices over 66 hectares of land
- Section sizes from 500 – 780 $m^2$
- Section pricing includes; boundary fencing and development contributions*
- Multi-staged development
- An abundance of activities right on your doorstep

*Exceptions apply, ask our agents for more details.




"It is an exciting opportunity to be part of Ashburton's newest community."

Chris M – First home buyer
at Strowan Fields

# Our Vision

At its core, our vision is a simple one – to create a community of quality homes with beautiful street-scapes, plenty of green-spaces, and lots of breath-taking views. Manageable parcels of land and affordable pricing will ensure Strowan Fields meets the needs of everyone from families and first home buyers to retirees and downsizers.



## SOMETHING FOR EVERYONE

Whether you are starting out or slowing down, Strowan Fields is tucked away from the hustle and bustle and is the perfect place to call home.



## A HEALTHY LIFESTYLE

Strowan Fields offers a relaxed lifestyle with so many activities right on your doorstep. With easy access to fishing spots, mountain-biking and walking tracks you will soon find yourself living a balanced lifestyle.



## NATIVE PLANTINGS

Native trees and plantings throughout Strowan Fields have been carefully chosen to enhance the aesthetics of the area.



## COMMUNITY PARK

The community green space will be designed to bring residents together. The perfect place for children to play and to get to know your neighbours.



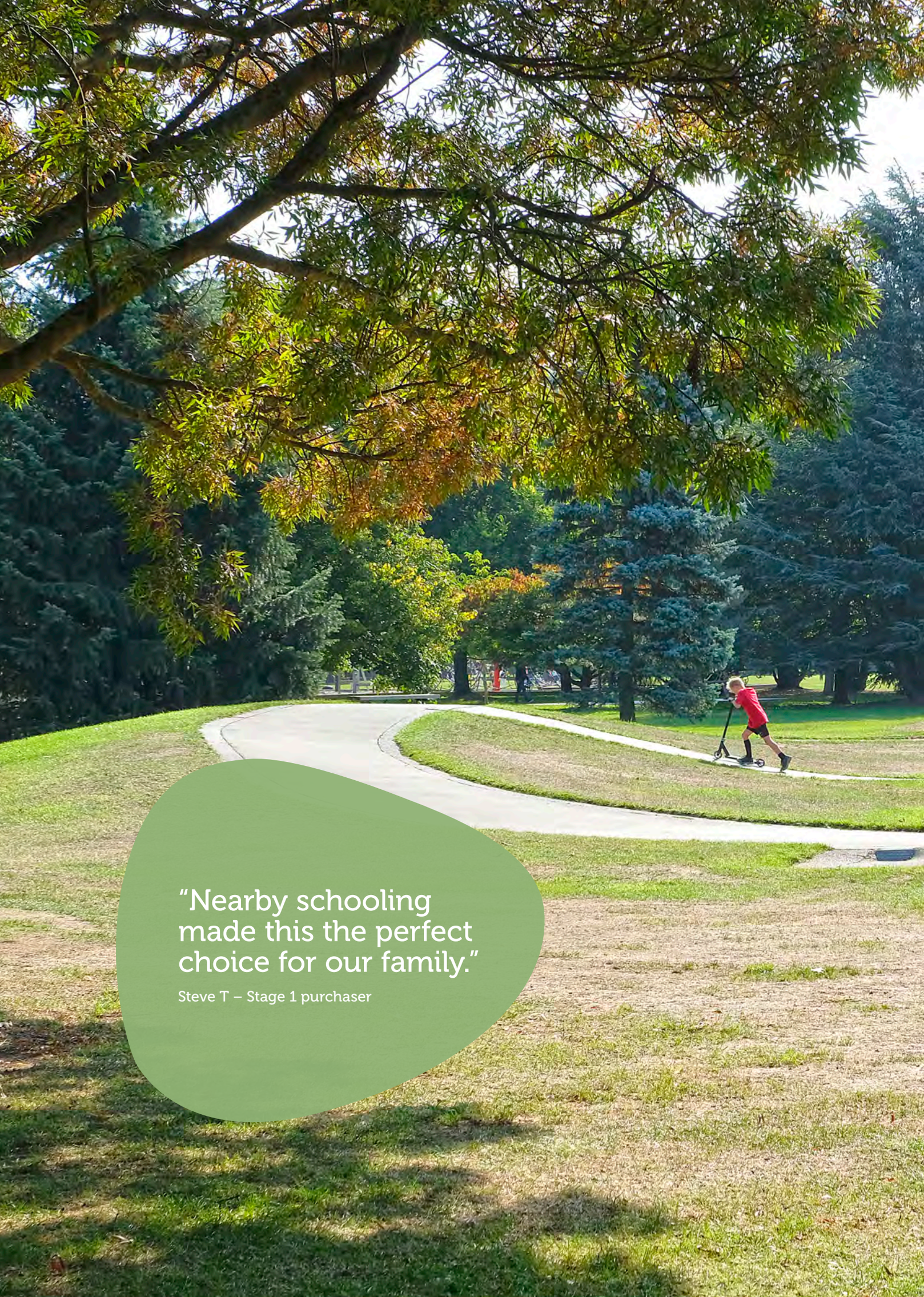
## A BRIGHT FUTURE

With Hampstead Primary School, Ashburton Kindergarten and Ashburton Christian school all in close walking distance, children at Strowan Fields will have an enriched learning experience.



## BUILD YOUR DREAM HOME

Strowan Fields features generous sections ranging from 500 – 780m$^2$, where you can build your own dream home to your personal specifications within a semi-rural setting.



"Nearby schooling made this the perfect choice for our family."

Steve T – Stage 1 purchaser

# Life in Strowan Fields




## Key

1. Countdown
2. New World
3. Ashburton Public Library
4. Ashburton Art Gallery & Museum
5. Ashburton Domain
6. Countdown Ashburton
7. Ashburton Trust Event Centre
8. Hampstead School
9. Ashburton Christian School



"It ticked all our boxes."

Sue & Ross – Stage 1 purchasers

# Sections available

Where country meets town life, Strowan Fields offers a full range of generou sized sections ranging from 500 – 780m². This multi-staged development will accommodate a large variety of budgets and are affordably priced from $185,000. This is the perfect place to build your dream home.




## Master Plan

# Statement of passing over of information

This information Compilition has been compiled primarily by the collection, classification and summarisations of records, documents, representations, and financial information (Compiliation) supplied by the Vendors agents. Accordingly Property Brokers Limited is merely passing over the information as supplied to us by the Vendors agents. The information has been sighted and approved by the Vendors

# Restrictive Covenants
# Strowan Fields – Stage 1 & 2

## 1 PURPOSE

1.1 The purpose of these Covenants is to protect the market and aesthetic value of the Benefiting Lots, the privacy, peace and security of the occupants of the Benefiting Lots and the quality of the environment touching and concerning the Benefiting Lots.

1.2 These covenants will expire on the date that is 21 years from the date of registration.

1.3 Where there is at any time more than one owner of a Lot, these Covenants will be binding upon each and every owner jointly and severally.

## 2. DEFINITIONS AND INTERPRETATION

2.1 Interpretation

2.1.1 Words importing one gender include the other gender.

2.1.2 Words importing the singular or plural include the plural and singular respectively.

2.1.3 Headings are inserted for the sake of convenience and ease of reference only. They do not form part of the text, and will not affect the construction or interpretation of these Covenants.

**2.2 Definitions**

In these Covenants, unless the context otherwise requires:

**Benefiting Lots** means the Lot which receives the benefit of these Covenants;
Building comprises a Building as defined by the Building Act 2004 and includes a Dwelling;

**Covenants** means the Covenants contained within this document;

**Developer** means Strowan Fields Limited (company number 8159877) and any successor party or entity nominated by it or by any encompassing party or entity nominated to deal with applications required for approvals by the Lot Owner under any of these Covenants;

**Dwelling** means and includes a residential dwelling, or family residence;

**Landscape Feature** means any visible structure or landscape design or enhancement feature or utility to be provided on any Lot;

**Lot** means any Lot that is subject to these Covenants;

**Lot Owner** means the owner of any Lot;

**Property** means a Lot together with any Dwelling and Buildings situated thereon;

**Shed** means a simple roofed structure used for garden storage or as a workshop of a size and shape to be approved by the Developer;

**Show Homes** means a Dwelling built on any Lot by a builder or a building company in accordance with these Covenants which is furnished and decorated for the purpose of being available for public inspection;

**Standard Residential Lot** means Lots 1 to 34 of Stage 1 & 2, Strowan Fields;

**Strowan Fields** means the development at Trevors Road, Ashburton known as Strowan Fields including but not limited to the existing and future recreational facilities, dwellings, open spaces, walkways, car parking, and all other associated infrastructure;

**Territorial Authority** means a territorial authority within the meaning of the Local Government Act 2002.

## 3. BUILDING COVENANTS

3.1 Prior to construction of any Building, structure or improvements (and including but not limited to Sheds) the Lot Owner must first obtain the written approval of the Developer to the final Building plans and specifications (and where appropriate, in the same form as intended to be submitted to the Territorial Authority for a building consent) and the intended use of the Property by the Lot Owner, and will include full details of all exterior colour schemes and finishes and details of fences, driveways and all landscaping.

3.2 The consent of the Developer required under clause 3.1 will not be unreasonably withheld unless the planned Building, structure or improvements are contrary to the terms of this Covenant including clause 1.1.

3.3 The Developer will be entitled to serve an injunction notice on the Lot Owner to cease all work if the Lot Owner commences any construction work without first having obtained the approval of the Developer in accordance with clause 3.1.

3.4 The obligation to obtain the approval of the Developer pursuant to clause 3.1 will expire five years after the date of registration of the transfer of the Property by the Developer to the Lot Owner but this will not release the Lot Owner from its obligations to comply with these Covenants.

3.5 All Buildings must be constructed on-site from new or high quality recycled materials.

3.6 Exterior cladding for all Buildings on any Lot are to be one of the following materials:

- 3.6.1 brick; or
- 3.6.2 stone; or
- 3.6.3 concrete block stucco; or
- 3.6.4 cement or plaster finish or similar type of finish; or
- 3.6.5 plastered textured finish; or
- 3.6.6 stained or painted timber weatherboards or linear boards which have the appearance of timber weatherboards; or
- 3.6.7 solid plaster or glazing; or
- 3.6.8 such other materials as may be approved by the Developer.

3.7 All roofing materials on any Building are to be one of the following:

- 3.7.1 tiles (including clay, ceramic, concrete, decramastic, pre-coated or pressed steel);
- 3.7.2 or steel (comprising pre-painted, long-run pressed or rolled steel);
- 3.7.3 or shingles; or
- 3.7.4 slate; or
- 3.7.5 membrane roofing; or
- 3.7.6 such other roofing material as may be approved by the Developer.

3.8 No reflective or visually obtrusive roof, wall or joinery materials, colours or mirror glass may be used for any Building.

3.9 The Lot Owner will not construct, erect or place or permit to be constructed, erected or placed on the Lot:

- 3.9.1 Any Building which uses concrete or treated wooden piles without providing a solid and durable skirting board or other enclosure around the exterior of the Building(s) from ground height to the underside of the wall cladding.
- 3.9.2 Any Building which has an installed open fireplace or dry wood or pellet or similar solid fuel burner (excepted for clean air approved fires or burners complying with relevant and current environmental standards).

3.9.3 Any Building with an air conditioning unit which is set into or protrudes from the Building(s). Any external air conditional units must be properly screened and noise proofed to ensure they are not a nuisance to neighbours.

3.9.4 Any driveways, driveway crossings and entranceway locations and plans and specifications which have not been approved by the Developer prior to construction. For the avoidance of doubt, it is the responsibility of the Lot Owner to construct driveways, driveway crossings and entranceways.

3.9.5 Any Building that has windows, doors or skylights so placed that the privacy of any neighbouring Dwelling is unreasonably affected.

3.9.6 Any caravan, hut, garage or shed for any kind of permanent or temporary residential use, unless it is:

(a) a once prefabricated (but not pre-used) garden shed which is adequately screened from neighbouring properties may be placed on the Property; or

(b) a builder's shed or other similar building required during the construction of any Dwelling. The builders shed or other similar building may be placed on the Property during such construction, but must be removed on completion of such construction.

3.10 Diesel, petrol, oil or gas tanks which have a capacity of over 100 litres are prohibited on any Lot or within any Building unless approved by the Developer. The Lot Owner of any Standard Residential Lot will not construct, erect, or place or permit to be constructed or placed on any Standard Residential Lot, any Dwelling, Building, Shed or other structure that exceeds one storey, and 5.5 metres in height.

3.11 Only one Dwelling may be erected on any Lot unless prior written approval from the Developer in accordance with clause 3.1.

3.12 The Lot Owner will not construct, erect or place or permit to be constructed, erected or placed on the Lot any Building other than those designed for residential use, associated garage(s) and a garden shed referred to in clause 3.9.6(a). The Developer and its designated representative(s) and/or builders, as approved by the Developer, may use residential Buildings as model homes, Show Homes or offices, provided such use is in furtherance of the primary purpose of construction and sale of Lots and Dwellings within Strowan Fields.

3.13 Portable gas cylinders or bottles may be used on any Lot or in any Building for any permanent cooking, water heating or domestic heating purposes provided they are hidden from view from the road and neighbouring properties at all times.

3.14 All construction works including:

3.14.1 the reconstruction of a vehicle crossing required to complete a Dwelling on any Lot; and

3.14.2 any required painting or staining of exterior surfaces

3.15 During construction the Lot Owner will not allow a period of more than three months to lapse without substantial work being carried out once such work has commenced.

3.16 No Building on any Lot may be occupied as a residence in any way until:

3.16.1 the Code Compliance Certificate(s) has been issued by a building consent authority in accordance with the Building Act 2004;

3.16.2 all Buildings on the Lot have been completed in accordance with all the terms of these Covenants;

3.16.3 all exterior work, and decoration as approved by the Developer, are completely installed; and

3.16.4 all unpaved areas viewable from the street are properly grassed and/or landscaped according to the approved plans.

3.17 The Lot Owner (and its contractors) will reinstate, replace and be responsible for all costs arising from damage to the landscaping, roads, footpaths, kerbing, berms, concrete or other structures arising directly or indirectly from any access or use.

3.18 No use may be made of adjacent land, footpaths or recreation areas abutting any Lot for access

(other than the access approved by the Developer) or for dumping of rubbish. The Lot Owner (and its contractors) will reinstate, replace and be responsible for all costs arising from damage to the landscaping, roads, footpaths, kerbing, berms, concrete or other structures arising directly or indirectly from any access or use of the adjacent land, footpaths or recreation areas.

3.19 The Lot Owner will not reconstruct, alter, add to, renovate or refurbish any Building, structure or other improvement on the Property which results in such Building or structure no longer being of a standard commensurate with the exterior appearance and architectural standard of the properties in Strowan Fields or being in breach of these Covenants.

## 4 LANDSCAPE FEATURES

4.1 Construction of any Landscape Features on any Lot is not to commence until the plans and specifications have been approved by the Developer.

4.2 No Landscape Feature may exceed a height of 2 metres above the original subdivision ground level of a Lot without the express written approval of the Developer **provided that, pergolas made of good quality new materials and being professionally built shall be deemed to be approved.**

4.3 Clotheslines and letter boxes must be unobtrusive and of good quality in terms of design and location. The positioning of any clothesline will be located as specified by the Developer with appropriate screening to ensure it will not be highly visible from the street or the reserve. The positioning of any letterbox will be adjacent to but not on any road reserve.

4.4 All attachments to any Buildings or structures on any Lot (including television antenna, solar water heating panels, satellite dish, mast, garden statues, fountains or any other ornamental decoration or similar garden or Landscape Feature) must be approved by the Developer in writing.

4.5 The construction of and if approved, the location of swimming pools (including fencing and screening on any Lot) must be approved by the Developer in writing.

4.6 No tree, shrub or other plant of any variety whatsoever is to be grown to exceed a height of 5.5 metres on any Lot.

## 5. MAINTENANCE

5.1 The Lot Owner will not:

5.1.1 Allow any Building or structure on the Property to become dilapidated or to fall into disrepair or to cause any damage or harm to any other neighbouring properties.

5.1.2 Allow any nuisance or unreasonable disturbance to be caused to any Lot Owner or occupier of neighbouring properties.

5.1.3 Move, damage or remove any survey pegs or markers on the Property and in the event of any breach of this restriction, the Lot Owner will, at their own cost, have such pegs or markers replaced by a registered surveyor.

5.1.4 Allow the Property to become littered, overgrown or unsightly to the intent that the Property is to be maintained in a neat and tidy condition, nor allow any noxious weeds (including gorse, blackberry or ragwort) to grow on the Property.

5.1.5 Except when construction works are in progress, allow any trade vehicle, trade equipment or materials, debris, rubbish or any vehicle of any unsightly nature to be brought onto or remain on the Property unless the same is adequately garaged or screened so as not to be visible to or to cause any offence to neighbouring properties and to preserve the amenity of the Trevors Road development.

## 6. ACTIVITY/USE OF PROPERTY

6.1 The Lot Owner must not use the Property for any primary purpose other than for residential occupation. Ancillary purposes are governed by the planning provisions under any regulatory land use controls applicable from time to time.

6.2 In the event the Developer authorises a Dwelling on a Lot to be built and utilised as a Show Home by a builder in accordance with clause 3.1, then the following will apply:

6.2.1 Clause 6.1 above will not apply for the duration of the time the Property is so used as a Show Home;

6.2.2 If the Lot Owner has approval from the Developer in accordance with clauses 3.1 and 6.2 of these Covenants, then:

(a) the Lot Owner may use the Property solely for the purposes of a Show Home;

(b) residential occupation of the Property will not be permitted; and

(c) the Lot Owner will not be entitled to sell the Property as a vacant Lot.

6.2.3 Notwithstanding clauses 3.10 of these Covenants, the Lot Owner will:

(a) Commence construction of the Show Home within one month of receiving possession of the Property; and

(b) Complete construction of the Show Home including landscaping and fencing, within nine months of commencing construction.

6.2.4 The Lot Owner will ensure that at least one sales representative of the Lot Owner's building company will be on site during the time the Property is available for inspection in accordance with clause 6.2.6 below.

6.2.5 The Show Home will remain unoccupied and be maintained, landscaped and furnished to the highest standard by the Lot Owner, in accordance with these Land Covenants, and to the reasonable satisfaction of the Developer.

6.2.6 The Lot Owner will not make the Show Home available for inspection:

(a) Mondays to Sundays before 8am and after 8pm; and

(b) Christmas Day, Boxing Day, Good Friday and Easter Sunday.

6.2.7 The Property may be utilised as a Show Home for a minimum period of 18 months from the date the Show Home is completed in accordance with clause 6.2.3(b) of these Covenants ("Eighteen Month Timeframe").

6.2.8 On the expiry of the Eighteen Month Timeframe the Lot Owner will cease to use the Property as a Show Home and may sell it to a third party for residential use.

6.2.9 Notwithstanding clause 6.2.8, on the expiry of the Eighteen Month Timeframe the Lot Owner may apply for a three-month extension to continue to use the Property as a Show Home in accordance with the terms of these Covenants ("Three Month Extension"). If the Three Month Extension is granted by the Developer, the Lot Owner may continue to apply for further Three Month Extensions until such time as the Developer refuses to grant another Three Month Extension.

6.2.10 On the expiry of the Eighteen Month Timeframe, or the Three Month Extension, whichever is the later, the Lot Owner may not remove the Show Home from the Property, unless the Lot Owner has obtained the prior written approval of the Developer to do so.

6.2.11 The Lot Owner may erect one large sign on the Property on the following terms:

(a) It must be for the sole purpose of identifying it as the Lot Owner's Show Home;

(b) The Lot Owner must have obtained the prior written approval of the Developer as to its size, shape and design; and

(c) It will be as unobtrusive as possible.

6.3 No inflammable, explosive or noxious materials are to be stored or used on any Lot or in any Building. The Lot Owner must not allow any offensive activity to be conducted or permitted to exist upon any Lot, or in any Building, nor will anything be done or permitted to exist on any Lot, or in any Building that may be or may become an annoyance or private or public nuisance. An annoyance or private or public nuisance includes loud sounds or noises or offensive smells.

6.4 No Lot is to be used for any form of temporary residential purposes either by construction of temporary Buildings or by the placement of caravans, modular homes, motor homes, house trailers, buses, tractors, huts, tents and/or vehicles able to be used for human habitation.

6.5 The Lot Owner must not store, or allow to be stored, any caravan, motor home, trailer, recreational vehicle, trade vehicle or other equipment or machinery in front of the Dwelling such that it is visible from the road or stored on any road within Strowan Fields, unless the same is garaged or adequately screened so as to preserve the amenities and standard of the Strowan Fields development. Short-term parking by its visitors and trade people of vehicles in daily use will not be in breach of this clause.

6.6 The Lot Owner must not allow any livestock, animals or beehives to be brought onto or kept on the Property other than normal household domestic pets (and the term 'household domestic pets' does not include livestock such as pigs, goats, horses, roosters, pigeons, peacocks or any animal which may cause a nuisance to owners or occupiers of other properties in the Strowan Fields development) and in particular, the Lot Owner will not keep or allow to be kept on the Property any dog which is generally recognised as being an aggressive breed and which may cause a risk to owners or occupiers of other properties in the Strowan Fields development (e.g. Pit-Bull Terrier, Japanese Tosa, Dago Argentina, Rottweiler, Doberman Pinscher and Brazilian fila). The Lot Owner must not keep more than six chickens (but no roosters) on the Property and they must be contained at all times.

6.7 The Lot Owner must not carry out nor permit to be carried out on the Property any activity which does not comply with the Ashburton District Council permitted activities in the relevant Zone.

6.8 The Lot Owner must not use or permit the use of the Property for institutional residential purposes or as a hostel, lodge, boarding house or brothel. For the purposes of this clause "institutional residential purposes" includes but is not limited to the use of the Property for housing purposes by central or local government agencies or public or private health center agencies, public or private care providers or public or private educational provider.

6.9 No Lot is to be sold, leased, transferred, assigned or otherwise disposed of to any Governmental agency or Territorial Authority for the purposes of public or institutional housing without the prior written approval of the Developer.

6.10 No Lot may be further subdivided nor will any further easements be agreed to, granted or registered on any Lot, including rights of way.

## 7. FENCING

7.1 All fencing on any Lot must comply with the Covenants in place from time to time prepared by or on behalf of the Developer which are applicable to their Lot.

7.2 The Lot Owner will be bound by a fencing covenant within the meaning of section 2 of the Fencing Act 1978 in that the Ashburton District Council is not liable to erect or maintain to pay for or contribute towards the costs of any dividing fence or boundary fence or part thereof between the Property and any adjoining land owned by the Ashburton District Council. The Developer, or its nominee, will be responsible for constructing and completing the side and rear boundary fences (but not any front fencing or roadside fencing) on the Lot. Provided that, the Lot Owner acknowledges and agrees that the Developer will not be liable to pay or contribute towards the expense of any maintenance or any ongoing cost of any boundary fence.

7.3 Any front boundary fence situated within five (5) metres of a legal road boundary will be limited to a maximum height of one (1) metre.

7.4 Not with standing clause 7.3, where any Lot has two adjoining road boundaries, the Lot Owner:

7.4.1 may construct a landscaped fence along one of those boundaries to a maximum height of 1.8 metres provided the adjoining road boundary fence complies with clause 7.3 above; or

7.4.2 May, in consultation with the Developer, agree that there shall be no fencing on either road boundary for the aesthetics of Strowan Fields.

7.5 The height of any fence which is situated more than five (5) meters from the boundary of a legal road will be at a height and style to be determined following consultation between the Developer and Lot Owner but subject always to the Developer's right of approval.

7.6 Unless the Developer approves or requires otherwise, any fence other than those in clauses 7.3 and 7.5 above, will be constructed to a height of 1.8 metres and be made of posts, rails and timber palings stained in wood colours or such other colour or colours and alternative materials as may be approved by the Developer.

7.7 All fences constructed will comply with the following:

7.7.1 The palings side of fences are to face towards to the north side of the Property, so that when looking north from inside the Property, the palings will be facing inwards.

7.7.2 The railings side of fences will face towards the south side of the Property, so that when looking toward the south side of the Property, the railings will be visible.

7.8 Any fence or screening structure erected within five metres of any reserve and parallel or generally parallel to that boundary will not exceed one metre in height unless except where a fence or other screening structure is over one metre in height, then the whole of that structure will beis at least 50% visually transparent and in such case the. No such fence or screening structure will shall not exceed a height of 1.8 metres. Note that fFor the purposes of this condition a fence or other screening structure is not the exterior wall of a building or accessory building.

## 8. GENERAL

8.1 No Lot Owner will oppose, object to, frustrate, or take any action, or encourage or cause others to oppose, object to, frustrate or take action that might in any way prevent or hinder the Developer from progressing or completing Strowan Fields or the adjoining stages. Such Covenant extends to and includes (without limitation) development planning, zone changes, resource consents for land uses and subdivisions, Consent Authority or Environment Court applications, Territorial Authority Building Consent matters, or any other necessary consent process involving the Developer.

8.2 Any difference or dispute between any parties regarding the interpretation of these Covenants or as conferred by such Covenants will be referred at the request of either party to the arbitration of a single arbitrator on the following terms:

8.2.1 The arbitrator is to be jointly agreed upon the by the parties.

8.2.2 If the parties fail to agree upon an arbitrator within seven days of notice from one party to the other, then the arbitrator shall be appointed by the President of the New Zealand Law Society for the time being and such nomination will bind the parties.

8.2.3 The reference is a reference to a single arbitration under the Arbitration Act 1996.

8.2.4 The arbitrator's decision will be final and binding on both parties and may include an order for costs, an order for enforcement and interest on moneys payable.

8.2.5 The parties will not resort to litigation except for the purposes of enforcing this clause.

8.3 The Developer will not be liable because of any action it takes or fails to take or for any default in any Building, structure or improvement erected on any of the properties in the Strowan Fields development or for any breach of these Covenants or otherwise and the Lot Owners will indemnify and keep indemnified the Developer and its legal successors (other than successors in title after registration of a transfer from the Developer to a subsequent owner) from any costs, claims, suits, demands or liabilities arising out of or under these Covenants including non-observance of these Covenants.

8.4 If any of the restrictions contained in these Restrictive Covenants are deemed to be unenforceable

or void for any reason, then that particular provision will be deemed to be deleted from the terms of these Restrictive Covenants to the intent that the balance of the Covenants will remain unaffected and enforceable.

8.5 The Lot Owner acknowledges that different stages of the Strowan Fields development by the Developer may include Covenants which differ from these Covenants.

## 9. CREATION OF LAND COVENANT

9.1 The Lot Owner for itself and its successors in title covenant and agree with the Developer for the Benefiting Lots that the Lot Owner will at all times observe and perform all these Covenants to the intent that each of the Covenants will ensure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the Lot Owners provided that the Lot Owner will be liable only for breaches of these Covenants which occur whilst the Lot Owner is the registered proprietor of the Property or any part of the Property.

9.2 If there should be any breach or non-observance on the Lot Owner's part of any of these Covenants and without prejudice to any other liability which the Lot Owner may have to the Developer and any person or persons having the benefit of those Covenants, the Lot Owner will, upon written demand be made by the Developer or any of the Lot Owners:

9.2.1 pay to the person making such demand as liquidated damages the sum of $100.00 per day for any such breach or non-observance of these Covenants contained in this Instrument continues after the date upon which written demand has been made; or

9.2.2 repaint any Dwelling, Building, structure or improvement repaired or completed in breach of these Covenants; or

9.2.3 remove or cause to be removed from the Property any Dwelling, garage, Building, fence or other structure erected or placed on the Property in breach for nonobservance of the above Covenants; or

9.2.4 replace any building materials used in breach of these Covenants.



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