

IN THE MATTER OF the Resource Management Act 1991

AND

IN THE MATTER OF proposed private Plan Change 12 to the
Waipā District Plan by Sanderson Group
Limited and Kotare Properties Limited for
the rezoning of Growth Cell T2 from
'deferred residential zone' to 'residential'

STATEMENT OF EVIDENCE OF JOHN KENNETH ILLINGSWORTH

DEVELOPER

15 March 2021

Introduction

1. My name is John Kenneth Illingsworth. I am a Director of Kotare Properties Ltd (“Kotare”).
2. I have a Bachelor of Engineering (Canterbury University), a Master of Business Administration (Monash University - Australia) and a New Zealand Certificate of Engineering. I am a member of the Professional Engineers Institute of New Zealand (MPEINZ) and am a Chartered Professional Engineer (CPE).
3. During my professional career I held many senior management positions associated with the construction industry including being the Chief Executive of Concrete and Infrastructure Group and Chief Executive of Fletcher Challenge. Since stepping down from those roles I have had a five-year term as an Environment Court Commissioner and have been a Director/shareholder of a number of land development, construction and quarry companies.

Scope of evidence

4. My evidence will cover:
 - (a) An introduction to the company (Kotare) and our track record;
 - (b) Our development vision and objective;
 - (c) Our development outcome and timing;
 - (d) Development risks;
 - (e) The need for additional residential development in Te Awamutu;
 - (f) Engagement undertaken; and

- (g) The section 42A report.
5. I have read and am familiar with the submissions, officer's report and the proposed changes to be made to the Waipa District Plan.
 6. I have visited the plan change site on multiple occasions.

Executive summary

7. Kotare was approached by Sanderson Group ("Sanderson") to go into partnership with them for the purchase, subsequent plan change and development of the southern portion of the T2 growth cell. We took this opportunity as we believe our development will complement the type of high-quality retirement village and aged care facilities that Sanderson deliver.
8. Sanderson needs Kotare to provide the key roading connection from Frontier Road, to their site, to enable Sanderson to develop their site. The two development outcomes are interrelated.
9. Kotare has a history of successful subdivision in the Waipa District. We have a clear vision and objective and like to maintain control of the design outcomes of our developments. We achieve this through the imposition of design guidelines and covenants to ensure we are delivering an affordable, yet high quality product. We also restrict sales to first home buyers, older couples wanting new homes and no more than 2-3 sections to Group Home Builders ("GHB"). This differs to other developers who are happy to sell 10-20 sections to one or more GHB.
10. Based on Department of Statistics data we know that Te Awamutu is currently growing at 2.34% per annum (or 331 people per annum) and will require at least 120 homes per year to cater for this growth. The Waipa 2050 Growth

Strategy projects a higher demand of 169 households per annum. Our development will provide approximately 100 of these homes, so only a fraction of the projected demand.

11. From discussions I have had with other developers in Te Awamutu, I understand that in the last year, the vast majority of available sections have been purchased within two to three weeks of them going on the market. This demand is driven by the fact that there appears to be an issue with delivery of sections, as opposed to available land supply (i.e. sections are held up in consenting and construction).
12. In our experience, delivery of titles usually takes at least 18 months from commencement of a project. If the plan change is accepted, we hope to secure subdivision consent for the whole subdivision before the construction season commences in October 2021, with delivery of the first 61 titles in late 2022.
13. My view is that any risk of oversupply of sections lies with the developer and not the Council, though with respect to this development we consider that this is very unlikely to be an issue based on the analysis we have done of the Te Awamutu market as set out below.

Introduction to the Company and track record

14. Kotare is owned by myself and Graeme Lee. Both Graeme and I are civil engineers with some 90 years of civil construction experience between us. We are also founding shareholders in Spartan Construction and Phoenix Civil, which are two civil construction companies operating in the Waikato.
15. Kotare has recently developed two subdivisions in Cambridge. The first was an extension of Cambridge Park (Stages 7 & 8) on the southern side of Cambridge that delivered 50 residential lots in July 2017. The other subdivision was off Swayne Road in Cambridge North and is known as Kotare Downs. This

development delivered 57 lots in August 2019. We are also working on a further subdivision in Cambridge, within the C4 growth cell, where we expect to be able to deliver 60 lots to the market in July 2022.

16. With our development experience, we know that it takes at least 18 months to deliver titles from the commencement of a project. This time covers background design and reporting to inform the consent, the consenting of the development, the physical construction of the development (which generally occurs between October to April in the summer construction season) and the issuing of new titles.
17. Kotare has a very strong balance sheet, currently has no debt and has experience in delivering good subdivision outcomes in a timely and cost-effective manner. We also like to work closely with Council staff and our neighbours, in our developments, to avoid a no surprises approach.
18. As identified in Nathan Sanderson's evidence, in 2020 Sanderson located a site in Te Awamutu over which they could develop their retirement village. The site was larger than Sanderson required, so they offered Kotare 50% of the land, being the land fronting Frontier Road. Our subdivision will provide the physical connection to Frontier Road that Sanderson needs in order to develop their village.
19. Kotare made the decision to go into partnership with Sanderson, noting that it would be a long-term investment for our company, but we also believed that we could successfully market and sell sections in Te Awamutu.

Our Vision and Objective

20. Our vision is "Kotare – Best Value". This means we focus on the middle of the market by developing high quality subdivisions at an affordable price. This

requires us to limit section sizes to between 500m² to 600m². Any larger than this means we cannot provide the sections at an affordable price.

21. Our objective is to sell to young families (i.e. first home buyers) and older couples that want to upgrade into a new home with a smaller section. To meet this objective, we sell direct to the couples and allow them to select their builder or GHB. We also sell directly to smaller local builders (5 to 10 homes per annum) for spec homes.
22. Kotare does not sell to large GHB's in bulk deals as we believe it lowers the standard of the overall development outcome. Kotare's philosophy is to only sell up to 2-3 sections to each GHB's regardless of their desires for 10-20 sections.
23. The design outcomes of all our subdivisions are carefully constructed around Design Guidelines and Covenants (see Appendix 1 and 2 for examples). The purpose of our Design Guidelines is to control the built quality of all houses to help create quality design outcomes within the development. The Design Guidelines are in place to both preserve and enhance the value of the development, by ensuring a high level of design quality is implemented and maintained across the whole development. The Design Guidelines contain site-specific design controls and are supported by a design review process by Kotare that is independent of any Council required consents or processes.
24. We are currently updating our Design Guidelines so that they cover design outcomes such as:
 - (a) Site design (i.e. site coverage, height, building setbacks, outdoor living areas, carparking and service areas);
 - (b) Specific outcomes for corner sites and lots fronting open space, which are higher profile lots;

- (c) Architecture (i.e. how houses address the street, house orientation, roof form, location of garaging, windows and privacy, cladding, colours and outbuildings);
 - (d) Landscape (i.e. fencing and hedge requirements, front yard planting, service areas, entrance paths and driveways and letterboxes).
25. The Design Guideline also covers the design review approval process, which requires all house and landscaping plans, for each lot, to be approved by us pre-construction to confirm their compliance with the Design Guidelines.

Development Outcome and Timing

26. Kotare is proposing around 100 sections within the southern portion of the Plan Change 12 footprint, which will be called Kotare Heights. If the plan change is accepted, we hope to secure subdivision consent for the whole subdivision before the construction season commences in October 2021.
27. We intend to deliver those 100 sections in a staged manner, so that not all 100 lots are released to the market at once. Stage 1 is approximately 61 sections, whereas Stage 2 is a further 40 sections.
28. We expect to take 3 years to sell all the sections, with the delivery of the first stage of titles not being until the second half of 2022 at the earliest and after bulk earthworks have been completed across the whole site. The second stage will be delivered at least a year later. Based on that trajectory, we do not expect that houses will be occupied until 2023.

Development risk

29. There are a number of factors that influence developer's choice of land. It is sometimes opportunistic as someone wants to sell their land at a time that suits the developer. Land development has high risk and is market dependent.
30. Ideally a developer will choose a site that is of an economic size with easy service and location to infrastructure but that is not always possible. Factors that affect the success of a subdivision project are:
- (a) Land availability both in terms of block size and price;
 - (b) Multiple landowners with different requirements;
 - (c) Bank funding requirements (banks are extremely conservative);
 - (d) Structure planning processes;
 - (e) Location to and availability of infrastructure (three waters);
 - (f) Location with respect to road access and capacity (affects consent);
 - (g) Council infrastructure budgets and required Development Contributions;
 - (h) Planning and Consenting costs;
 - (i) The economic cycle and changes in market demand.
31. Sufficient time also needs to be factored in to consent the development and complete the physical works before you have sections ready to sell. Our

experience shows that the lead in time is at least two to three years, which is reflected in my comments above about timing for delivery of titles.

32. Land availability coupled with developers that have the funds and skill to bring new sections to the market within reasonable lead times is essential if communities are to grow. Te Awamutu does not take the risk if there is an excess of sections on the market the developer does.

Te Awamutu market

33. In making the decision to partner with Sanderson on this project, we considered the Te Awamutu market. Our research indicates that Te Awamutu is growing at a rate which is similar to the growth of the other parts of Waipa District, so the demand is not dissimilar to that which we have experienced in Cambridge. This is backed-up by anecdotal discussions I have had with other developers in Te Awamutu who have noticed a strong uptake in sections in the last year. One developer advised me that it took him 2-3 weeks to sell 20 sections. We have not started marketing the sections for this development yet. If we had, it is my opinion, that we would have at least half the development committed to, based on the uptake we are currently experiencing for another development in Cambridge.
34. Based on Department of Statistics data (see Appendix 3), we know that Te Awamutu has 13,100 residents. Its population is currently growing at 2.34% per annum with an average growth, over the last 8 years, of 2.52%. At the average growth the population will increase by 331 people per annum which at 2.56 people per residence is 120 homes per year.
35. To cater and plan for this growth Waipa District Council has a growth strategy¹ which identifies the land area needed to provide for the additional housing based on population growth projections and based on housing density

¹ Waipa 2050 Growth Strategy.

assumptions. The growth strategy signals that demand could be higher than that projected by the Department of Statistics, being 169 households per annum.

36. The plan change seeks to bring this timing forward for a growth cell already earmarked for future development having a deferred Residential zoning. Development of the land, into a residential environment, is therefore a reasonably expected outcome. By fronting the subdivision along Frontier Road, as opposed to Sanderson's development, means that those sections will directly interact with Frontier Road, in a similar fashion to which the existing houses along Frontier Road do, as opposed to the retirement village on this margin which would be more inwards facing.
37. It is our view that people like to have choice about where they live, and no amount of marketing is going to persuade them to buy and build in one development over another. For this reason, we think that the plan change and our eventual subdivision, complements neighbouring development proposal rather than competes with them.
38. We also contend that our subdivision is complementary to the Sanderson Lifestyle Village. Younger couples with young children may very well walk to the village to see their parents and grandparents and older couples may sell in 5 to 10 years and take up residence in the village. In reality this plan change and our eventual subdivision supports the growth of Te Awamutu in many ways and we hope will be seen by the Commissioners as a positive step in the continued growth and development of Te Awamutu.

Engagement undertaken

39. Graeme Lee and I undertook to engage with the residents along the Frontier Road frontage of the site in 2020 and with the adjacent developers Frontier Developments Ltd.

40. We understand from that engagement, and the submissions received from those residents that their concerns relate to the timing of the development, loss of their outlook, the impact of the development on Frontier Road and construction effects.
41. In relation to construction effects, Kotare wants to be a good neighbour. Kotare undertakes to liaise further with the Frontier Road residents at the time of construction of the subdivision, to address their concerns. This may include coming to arrangements with those landowners in relation to pre and post structural assessments of their houses (as required) and the provisions for washing of their houses. These matters will be more appropriately addressed through future engagement with those residents and separate consenting processes.

Officer's report

42. I confirm that I have read the s42A report for the plan change. I support the recommendation and conclusions reached. I also concur with the officer that the finer details of the actual development outcome and any effects, on the portion of the T2 growth cell that Kotare will develop, will be addressed through the various resource consents that need to be sought to facilitate such development.

Conclusion

43. I have set out above Kotare's experience and track record with subdivisions within Waipa District and the future demand for sections in Te Awamutu, based on Council's own data. I believe that the approval for the plan change, and the eventual Sanderson's and Kotare developments will facilitate sound economic growth in Te Awamutu.

John Kenneth Illingsworth
15 March 2021

Appendix 1

Covenant Instrument to Note Land Covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

KOTARE PROPERTIES LIMITED

Covenantee

KOTARE PROPERTIES LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A Schedule, if required

Continue in additional Annexure

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Fencing Covenant and Land Covenant		[TBA]	[TBA]

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].~~

~~[the Annexure Schedule/s].~~

Draft

Insert instrument type

Covenant Instrument to Note Land Covenant

COVENANTS

DEFINITIONS:

“**Developer**” means KOTARE PROPERTIES LIMITED or any other person or persons nominated by KOTARE PROPERTIES LIMITED.

“**Developer’s Subdivision**” means the land being developed and/or subdivided by the Developer known as ‘Kotare Park’.

“**Design Guidelines**” means design guidelines attached to this Land Covenant, set by the Developer to control the build quality of houses within the Developer’s Subdivision. The Design Guidelines are designed to ensure quality design outcomes within the Kotare Park subdivision.

“**Design Review Panel**” means the panel appointed by the Developer to administer the Design Guidelines.

“**Land**” means the Burdened Land or any part of it.

“**Purchaser**” means the Grantor being the registered proprietor of the Land.

FENCING COVENANT:

1. The Developer will not be liable to pay for or contribute towards the cost of erection or maintenance of any fence between any lot on the Land and any adjoining lot owned by the Developer. This condition shall not endure for the benefit of any subsequent purchaser of adjoining land or any part of the adjoining land.
2. The Purchaser agrees to meet the total cost of construction of any fence to be constructed on the boundary of adjoining land if such land is owned by the Local Authority and the Purchaser of the Land will not seek contribution from the Developer or the Local Authority.

LAND & BUILDING COVENANTS:

The Purchaser acknowledges that the Land is part of Developer’s Subdivision and is intended to be established as a modern and well-designed subdivision.

The Purchaser will be bound by these covenants and the Design Guidelines, although the Developer may in writing, at the sole and unfettered discretion of the Developer, waive part, any or all of these covenants, on such terms and conditions as the Developer may require.

1. The Purchaser covenants it will not:

Dwelling Design, and Completion

1.1 Build on the Land:

- (a) Any dwelling that does not include an attached fully enclosed garage, which must be constructed and completed at the same time as the construction and completion of the dwelling and in the same materials as the dwelling; or
- (b) Any standalone garage, ancillary building or other structure. Nothing in this sub-clause will prevent the Purchaser erecting a garden shed allowed under the district plan.

1.2 Allow to be transported onto the Land any existing pre-built or second-hand dwelling or other building.

1.3 Where a permanent crossing has not been constructed by the Developer, the Purchaser shall complete a permanent residential urban vehicle crossing providing access to the Land. The crossing will be constructed to Waipa District Council standards as set out in the Code of Practice for Land Development and Subdivision. The vehicle crossing must be constructed from the edge of the road to the Land boundary as a single slab and be completed no later than the date of completion of the dwelling.

1.4 Permit or allow the erection of any temporary building or structure upon the Land except such as may be used in conjunction with the construction of a dwelling on the Land and which will be removed from the Land upon the completion of the dwelling. The Developer will have the right to require the removal of any

Insert instrument type

Covenant Instrument to Note Land Covenant

temporary building or structure which it considers in its absolute discretion, not to be of a nature or type suitable to the Developer's Subdivision.

- 1.5 Erect or allow to be erected a dwelling on the Land unless the final plans (which include landscape and fencing plans) and specifications have been approved in writing by the Design Review Panel prior to the Purchaser making an application for a building consent and/or any works commencing on the Land in accordance with the following:
- (a) In determining whether or not to approve the plans and specifications, the Developer will take into account the Design Guidelines and the appearance of the proposed dwelling and the appearance of other dwellings in the local area to the intent there should be a range of style, design and appearance of dwellings within the subdivision factoring in the following key criteria:
 - (i) No dwelling should be constructed as a single rectangle or square;
 - (ii) Front door must be visible from the street and weather protected;
 - (iii) Garage doors facing the street must be set back so they do not dominate the streetscape;
 - (iv) All fencing must be of an approved fence design set out in the Design Guidelines
 - (v) Screening of washing lines, service areas, boats, trailers, work vehicles and campervans;
 - (vi) Well sited and carefully considered private outdoor space;
 - (vii) Front yard landscaping should complement the adjoining street and public open space landscaping; and
 - (viii) Landscape plans must be submitted with house plans for approval.
 - (b) The requirement for written approval by the Design Review Panel is to ensure standards are maintained in the Developer's Subdivision only and implies no warranty as to the product, design, quality or suitability of the building on the Land.
 - (c) The Purchaser will construct the dwelling in accordance with the approved plans, and any modification or variation to the plans or specifications will require further written approval by The Developer prior to such modifications or variations commencing.

Construction Materials

- 1.6 Roof any building on the Land in other than factory-coloured prefinished products.
- 1.7 Erect or allow to be erected on the Land any building that shall have less than a minimum of 70% of the exterior wall area (excluding glazing) clad in the following materials:
- (a) Textured cladding;
 - (b) Kiln fired or concrete brick or concrete;
 - (c) Paint finished textured stucco on fibrous sheet or polystyrene, concrete block or solid concrete stone;
 - (d) Metal laminate on timber;
 - (e) Timber weather boarding, linear board or vertical board;
 - (f) Stone; or
 - (g) Other cladding approved in writing by the Developer.

Fencing

- 1.8 Erect any fence on any road frontage boundary on the Land unless it has been approved and is in accordance with the applicable backyard, screen or front yard fence designs set out in the Design Guidelines.

Insert instrument type

Covenant Instrument to Note Land Covenant

Front Yard Planting

- 1.9 Allow any planting on the Land unless it is in accordance with the requirements set out in the Design Guidelines:
- 1.10 Allow any road frontage hedging/plantings to be kept as anything other than neat and tidy (and must ensure hedges are trimmed and maintained regularly).

Completion of Work

- 1.11 Permit any building or associated works in the course of construction to be left without substantial work being carried out for a period exceeding 3 months or permit completion of such work to extend past 12 months of the laying of foundations for the dwelling to be constructed on the Land.
- 1.12 Permit any driveway, fencing and landscaping in the course of construction to be left without substantial work being carried out for a period exceeding 3 months or permit such work to extend past 12 months of the laying of foundations for the dwelling to be constructed on the Land.

Land Use

- 1.13 Permit any rubbish to accumulate or be placed on the Land except in proper containers which will be emptied regularly.
- 1.14 Allow excessive growth of grass or vegetation so that the Land becomes unsightly. To ensure this the Purchaser will ensure lawns are mown regularly.
- 1.15 Allow any immobile or broken-down vehicles, to be placed or sited on the Land in a position where they are visible from the road.
- 1.16 Allow to remain on the Land any caravan, motor home, boat or trade vehicle unless it is garaged or screened so as to protect the aesthetic qualities of the Developer's Subdivision;
- 1.17 Cross lease the Land, create unit titles or subdivide the Land in any manner.
- 1.18 Site any clothesline in direct sight of the road or right of way access.

2. Breach of Covenants & Enforcement

- 2.1 If there is a breach of any of these covenants (and without prejudice to any other liability which the Purchaser may have to any person having the benefit of this covenant) and the Purchaser does not rectify the breach within 15 working days of written notice being made by the Developer then the Purchaser will pay to the Developer:
- (a) Liquidated damages of the sum of \$250.00 per day for every day that the breach or breaches continue after the date of written demand until the breach or breaches are remedied; and
- (b) Any costs, expenses (including legal costs) incurred by Developer to remedy the breach.
- 2.2 The rights of the Developer to enforce the terms of the rights and benefits conferred by these covenants will remain in place until the earlier of:
- (a) 12 calendar months from the date on which the Developer ceases to be a registered proprietor of any Lot forming part of the Benefited Land; or
- (b) The Developer relinquishing these rights in writing.
- 2.3 From the applicable date set out in clause 2.2 the right to enforce the rights and benefits so conferred will in accordance with normal legal principles vest in the registered proprietors of any Lot forming part of the Benefited Land.

3. Expiry of Covenants

- 3.1 These covenants will continue in force for the benefit of the Grantees until 30 September 2025 at which time they will expire.

Insert instrument type

Covenant Instrument to Note Land Covenant

4. Dispute Resolution

- 4.1 If a dispute in relation to any covenant arises between the parties who have a registered interest under these covenants:
- (a) The party/parties initiating the dispute must provide full written particulars of the dispute to the other party/parties;
 - (b) The parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
 - (c) If the dispute is not resolved within 20 working days of the written particulars being given (or any longer period agreed by the parties):
 - (i) The dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) The arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the Waikato Bay of Plenty Branch of the New Zealand Law Society.


Appendix 2 - Example Design Guidelines

KOTARE PARK



DESIGN GUIDELINES





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These Design Guidelines for Kotare Park must be read in conjunction with the relevant Waipa District Plan Sections.



INTRODUCTION

OVERVIEW

Kotare Park is another quality subdivision by Kotare Properties. The development consists of 64 residential lots of varying sizes, a connected street network, parks and open spaces. Less than 5 minutes from Cambridge main street yet set in a rural backdrop, Kotare Park is a great place to live.

PURPOSE

The purpose of these guidelines is to control the build quality of all houses and to help create quality design outcomes within the Kotare Park subdivision. These guidelines have been developed to both preserve and enhance the value of your property, by ensuring a high level of design quality is implemented and maintained across the whole development. Well designed homes, streets and open spaces create liveable neighbourhoods that are valued by the people living within them and prospective buyers.

PROCESS

In order to deliver on the vision for Kotare Park, a series of site specific design controls have been developed which will be administered by the Kotare Park Design Review Panel (DRP). **The guidelines are to be read in conjunction with the relevant Waipa District Plan rules and definitions which are to be defaulted to if there is no specific development control outlined in this document.** If you see an inconsistency with the District Plan rules and this guideline, please raise this issue with the DRP as these rules do not trump the District Plan rules. This design guide and the design review process is independent of any council required consents or processes. The design review process is led by the project developer and final developed design approval must be obtained from the DRP prior to lodgement of building consent.



DESIGN REVIEW PANEL

This section sets out the process and stages of design review as well as the drawing and information requirements of your design submission.

PROCESS

No lot owner shall commence construction of any building prior to receiving written developed design approval from the DRP. The purchaser shall submit a complete house design proposal meeting the requirements set out on the following page at an early stage of the design process. The DRP encourages early engagement

The guidelines are to be read in conjunction with the relevant Waipa District Plan rules and definitions which are to be defaulted to if there is no specific development control outlined in this document. The design review process is independent of any Council requirements.

STAGE ONE CONCEPT DESIGN

The concept design stage is designed to test and clarify the DRP's position prior to completing a final design. This is to save the purchaser time and money by giving the opportunity to submit an early, preliminary drawing set to the DRP for review. The concept stage review requires a full set of drawings as outlined on the following page, however these can be in a preliminary format and do not require full resolution. It is an opportunity to get the DRP's feedback on all aspects including site design, architectural design and landscape design. An advice note either containing feedback, or approval will be provided after the submission is received.

STAGE TWO FINAL DESIGN

The developed design review process requires that any issues raised in the concept design phase be addressed and that an updated drawing package to a high level of resolution be submitted. Once any outstanding issues have been resolved the DRP will grant final approval and you are ready to apply for your building consent with Council.

DRAWING AND INFORMATION REQUIREMENTS

STAGE 1 CONCEPT DESIGN required

SITE PLAN (SKETCHES ARE ACCEPTABLE)

Including all setback dimensions, outdoor living area requirements, site coverage, permeability information, site and building levels, and include a north arrow.

FLOOR PLANS (SKETCHES ARE ACCEPTABLE)

ELEVATIONS including proposed materials

3D RENDERED IMAGES (SKETCHES ARE ACCEPTABLE)

A3 full colour, high quality renders, based on a 3D computer generated model of the house and front yard landscape design including fencing.

LANDSCAPE PLAN (SKETCHES ARE ACCEPTABLE)

A landscape plan is required for the front yard of all lots. A landscape plan will also need to be prepared for the side yard if the lot is a corner lot or adjoins an open space. Plan to include all fencing, planting, hard surfaces, retaining structures, levels and letterbox design information.

PRELIMINARY MATERIALS, COLOURS AND FINISHES

LIST OF ALL NON-COMPLIANCES

It is the designer's responsibility to provide a list of all non-compliance issues with the Rules and Design Guidelines.

STAGE 2 FINAL DESIGN required

All drawings provided to be A3 CAD plans, at an approved scale.

The Design Review Panel is particularly interested in how the front elevation and street frontage works. Including the front facade, front door, entranceway, garage door, driveway and car parking. **You must gain Stage 2 approval before submitting your plans to Council.**

SITE PLAN

Including all setback dimensions, outdoor living area requirements, site coverage, permeability information, site and building levels, and include a north arrow.

FLOOR PLANS

ELEVATIONS including proposed materials

3D RENDERED IMAGES

A3 full colour, high quality renders, based on a 3D computer generated model of the house and front yard landscape design including fencing.

LANDSCAPE PLAN

A landscape plan is required for the front yard of all lots. A landscape plan will also need to be prepared for the side yard if the lot is a corner lot or adjoins an open space. Plan to include all fencing, planting, hard surfaces, retaining structures, levels and letterbox design information.

MATERIALS, COLOURS AND FINISHES

LIST OF ALL NON-COMPLIANCES

It is the designer's responsibility to provide a list of all non-compliance issues with the Rules and Design Guidelines.



SITE DESIGN

This section contains a number of explanations and diagrams which set out the required setbacks, site coverage, heights and orientations of homes on lots. The guidelines are to be read in conjunction with the relevant Waipa District Plan rules and definitions and the design review process is independent of any Council requirements.

EXPLANATION

Good site design is very important to ensure homes are appropriately distanced from each other, that garages and front doors are easily accessed, that good solar access is achieved and that the required level of site coverage and permeable areas are delivered. We encourage you to consider how the placement of the house, garage, driveway and paths meet the expectations outlined in the following headings.

LOT SIZES

Lot sizes and widths are set out in the subdivision scheme plan. There is a variety of lot sizes and orientations and we encourage that the use of the full lot be maximised.

SITE COVERAGE AND PERMEABILITY

The maximum allowable site / building coverage is 40%. Required minimum site permeability is 40% and shall consist of grass, planting, trees or other permeable surface.

HEIGHT AND SOLAR ACCESS CONTROLS

Single-storey homes are encouraged but two-storey homes may be approved at the DRP's discretion.

Buildings shall not penetrate a recession plane of 45 degrees for northern internal boundaries and 28 degrees for southern internal boundaries when measured from 2.7m above the ground at the boundary.

Refer to the Waipa District Plan for definitions and additional controls.

BUILDING SETBACKS

The required setbacks are described in the Waipa District Plan. We suggest you clarify how these setbacks apply to your lot with the Waipa District Council early on in your design process.

Generally setbacks are as follows:

- 4m from road boundary - except that the garage must be setback a minimum of 5m.
- 2m from all other boundaries provided that one internal setback may be reduced to 1.5m.

OUTDOOR LIVING AREA

Outdoor living areas are to be located where they provide suitable privacy for home occupiers, get adequate sun and relate / are accessible from living areas. They need to be:

- for the exclusive use of the dwelling and be free of buildings, carparking, driveways, storage or service areas
- accessible from a living area
- located to the north, east or west of the site
- a minimum of 60m² with a minimum dimension of 5m over the entire area

Refer to the Waipa District Plan for definitions and additional controls.



"Examples of good site design"

CARPARKING

A minimum of two off street carpark are to be provided for every home. Homes with four or more bedrooms requiring a minimum of three off street carparks.

SERVICE AREAS

Service areas are to be readily accessible from each unit, and be screened from any public space including the street.

GARAGES

No more than 50% of the front facade of a building is to consist of garaging, as measured from the inside of internal walls of the garage. Garages are to be setback a minimum of 1m from the rest of the house.

Refer to the Waipa District Plan for definitions and additional controls.



"Examples of good site design"

LOT TYPES

The diagram on the following page indicates if your lot is a corner lot, high profile lot, both a corner and high profile lot, or a lot that fronts an open space. All of these categories require specific design considerations which are outlined below.

CORNER LOTS

House designs on corner lots are required to address both street / ROW / open space frontages and wrap around the corner with windows and entrances located on both frontages. Quality landscape designs are to wrap around both frontages. Indoor living areas are encouraged to be located on both frontages when solar orientation permits. Careful consideration should be given to how the outdoor areas relate to the street so that a mixture of private areas and street activation can occur.

HIGH PROFILE LOTS

Lots at the end of streets and near the entry to the subdivision are considered high-profile. They should be of a high quality and extra attention to how the street frontage presents itself is required. Feature windows, extra height, strong roof-forms and premium cladding materials are encouraged.

LOTS FRONTING OPEN SPACE

Lots with a boundary to an open space require special consideration of how the house and landscape design both activate these spaces and provide a level of privacy for the occupants. Special attention to placement of windows, how a combination of low and screen fencing can be used is important, as is where your outdoor living area and service areas are located.

LOT TYPE PLAN

Legend

- Corner Lot
- High - Profile Lot
- Corner and High - Profile Lot
- Open Space Frontage
- Future comprehensive development lot - subject to separate Waipa District Council performance standards





This section contains a number of guidelines which set out the required architectural quality.

EXPLANATION

Home design plays a very important role in the overall quality of a new subdivision. Not only how the home looks, but how it functions is paramount to creating a community that is valued and continues to hold value for people that live and invest in the Kotare Park development. A variety of architectural styles is encouraged while basic building form and function outcomes are achieved.

STREET FRONTAGE

Houses should be designed to positively address the street. Front doors must be visible from the street and have a separate path leading to the door. Windows and living areas are encouraged to face the street where logical and blank walls on the street frontage are not allowed.

CORNER LOTS

Homes are to address both street frontages on corner lots with windows, interesting architectural features and quality cladding and finishes required.

HOUSE ORIENTATION AND SOLAR ACCESS

Homes are to be orientated so that the living areas get the most sunlight possible. The garage is to be on the most southerly side of the lot if practical. Bedrooms can also be located on the south side and against the street frontage if it makes sense in terms of lot orientation.

ROOF FORM

Roofs should be designed to highlight the living areas and entry and be less visually dominant over the garage. Simple roof forms such as gables, mono-pitch or skillion are encouraged. Hip roofs are discouraged and approval is at the DRP's discretion.

GARAGE DOOR

Garage doors are required to be setback a minimum of 1m from the front of the house. Garage doors should occupy a maximum of 50% of the street frontage.

TV AERIALS AND SATELLITE DISHES

TV aerials and satellite dishes are to be installed to the rear of the roof as far from the street, and as out of sight as practicable.

CARPORTS AND AT GRADE PARKING

Carports are not encouraged and will only be permitted in special / limited circumstances. At grade parking is to be limited to the front of the garage door only and parking pads in front of the main house will not be permitted.

WINDOWS AND PRIVACY

Windows should be designed to compliment the house form in size, shape and proportion, and highlight architectural elements. They should overlook the street and outdoor living areas and be limited only on the southern side of the house (except if this is a street frontage in which case they are required to be of a sufficient size).

CLADDING

Cladding is the most visible component of a home. Careful consideration is to be placed on how the cladding compliments the house design and how it brings interest to the house and creates a modern and contemporary look. We encourage the use of modern cladding materials and encourage a mix of cladding types that compliment each other to be used on each home.



"Look and Feel Examples For Architecture"

COLOUR

While these guidelines recognise that house colour is a personal choice, we encourage the use of contemporary and bold colour schemes such as whites, blacks, charcoals, reds and greys to create a clean and modern colour palette. We discourage the extensive use of creams, off whites and muted pastel colours. Elements such as painted brick, bold joinery colour schemes, coloured front doors are encouraged to provide further interest.

LOTS ADJOINING OPEN SPACE

Homes fronting onto open spaces are required to interact with these spaces and present themselves well. Direct access from the home to the open space is a requirement.

LINTELS

All lintels (including all door and window lintels) are to be clad in the same material as the adjoining wall unless they are made into an architectural feature i.e. significantly recessed or the change of material runs above and below the window. We will generally approve lintels of differing material above the garage door and ranch-sliders if this fits the overall cladding approach of the home.

OUTBUILDINGS AND OTHER STRUCTURES

The design of any outbuilding is to compliment the house. No sheds or other outbuildings are permitted in front of the home on the street frontage.



"Look and Feel Examples For Architecture"



This section contains a number of explanations which set out the required landscape quality.

EXPLANATION

Landscape and garden design plays an integral part in how a house presents itself to the street and how usable the outdoor areas are. Every submission to the DRP is to include a landscape concept plan for the street frontage and include the fencing design and heights for the entire lot. Corner sites will need to include both street frontages.

FENCING AND HEDGES

Fences are to contribute positively to the streetscape amenity and compliment the house design. To avoid the need for interpretation, the allowable fence heights and designs are illustrated on pages 17 - 20. The house footprints shown are indicative and the intent behind the fence heights will need to be applied to your site design. Variations of these pre-approved fence designs may be approved at the DRP's discretion.

All fences are to be painted black or white. Stained timber fencing may be approved at the DRP's discretion. No unpainted pine or sheet panels (i.e. fibre cement) are permitted. All fencing on sloped sites should be designed with a sectional stepped profile. All side yard screen fence returns (where a front yard fence transitions to a backyard fence) should be located 6m back from the street frontage to improve likelihood of alignment with the neighbours fence. You will need to coordinate with your neighbour on fencing.

SERVICE AREAS

Service areas are to be screened from the street, and be of a usable size and in a position where bins can be wheeled to the street easily. Clotheslines are to be included in this area if practical, or in another location which is not visible / screened from the street and gets sufficient sun hours to dry the clothes.

ENTRANCE PATH AND DRIVEWAYS

An entry path which is separate from the driveway is required to lead you to the front door.

LETTERBOXES

Letterboxes are to be located where they are easily accessed on your way into the home and designed to compliment the house. Letterboxes made from unrelated materials, purchased and dropped in the front yard will not be permitted.

PLANTING (front yard)

Each front yard is to include a minimum of 1 specimen tree of a minimum height of 2m at the time of planting. Lot boundaries are to be defined with planting including the street frontage. Small areas of lawn are discouraged and planting is to be used in areas such as between the front door path and the driveway. All fencing is to have some planting in front of it at a minimum width of 500mm.

All front yard planting, other than specimen trees must be a maximum of 1.2m in height at maturity or maintained at this height to maintain outlook to the street.

Plant species will be reviewed on a case by case basis. Variety and hardiness are encouraged as are local native species noting that some people may prefer exotic species which is also acceptable.



"Look and Feel Examples For Landscape"

PLANT SIZE GUIDE

The below plant sizes set the minimum required container size at time of planting. All plants are to be of good health and have had time to grow into their container size.

- **PB3/4 or .5ltrs** - Small ground cover, e.g. mondo
- **PB2 or PB3 or 1 - 1.5ltrs** - Ground cover + grasses (30 -60cm approx)
- **PB5 or 2.5ltrs** - Small shrubs, e.g. Flaxes and ferns (mature under 1m)
- **PB8 or ltrs** - Large shrubs, small - medium trees (mature over 1m)
- **PB12 or 10ltrs** - Large trees (not specimen trees) minimum 1m
- **PB18 or 1ltrs** - Fruit trees - minimum 1m
- **PB40 or 25ltrs** - Specimen trees (approx 1.5m) - this is the minimum size for specimen trees in the front yard planting design, but it does vary a little depending on what tree you choose. Talk to local nurseries to find out what's readily available at this size.
- **PB 95 or 45ltrs** - Large specimen trees (approx 2m)
- **PB 150 or 60ltrs** - Large specimen trees

All planted areas are to be mulched to a minimum depth of 75mm and have a minimum 300mm depth of topsoil (except lawns which can have 100mm).

DRIVEWAYS

Indicative driveway locations are shown on page 17. All driveways are to of a hard wearing surface material fit for purpose. Parking pads other than in front of the garage door are not permitted.



"Look and Feel Examples For Landscape"

FENCING & DRIVEWAY PLAN

Legend

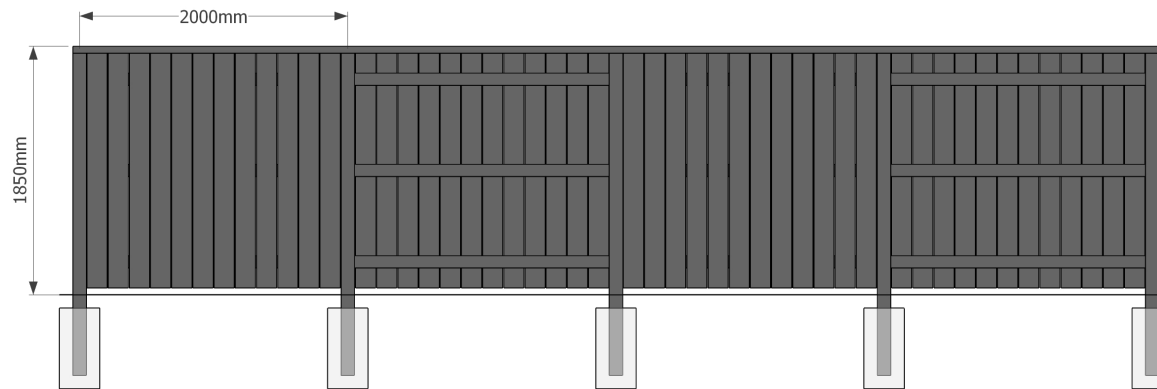
- Indicative extent of frontyard
- Indicative extent of backyard
- 1.85m Backyard Fence
- 1.5 - 1.8m Screen Fence Type A (to be built by developer with final height to be confirmed in consultation with Council)
- 1.8m Screen Fence Type B
- 1.0m Front Fence Type A (not compulsory)
- 1.0m Front Fence Type A or B (not compulsory)

Note. Housing typologies and driveway locations are indicative only and fencing is to be adapted to actual design proposal and administered by the Design Review Panel (DRP).

Driveway locations are not fixed and may be moved with approval from the DRP. Alternative fence designs may be approved at the DRP's discretion.



APPROVED BACKYARD FENCE DESIGNS

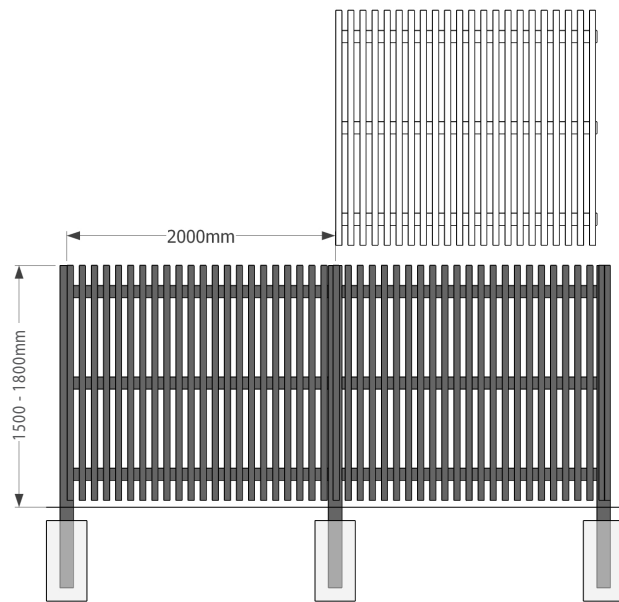
**1.85m Backyard Fence**

100x100mm H4 posts at max 1500mm centres.
 100x50mm H3.2 rough sawn rails with 150 x
 25mm H3.2 rough sawn pailings. Pailings to be
 flush with front of posts. 25mm gap between
 pailings. Fence to be capped with continuous
 100x50mm cap to prevent posts from twisting due
 to alternating rail placement. Sections to step at
 post location instead of rake if level change is
 required. Max 100mm gap from base of fence to
 ground. Fence to be painted black.

Note:

1. Alternative designs may be submitted to the DRP for approval.
2. All side yard screen fence returns are to be a minimum of 1m behind the front building line (and a minimum of 6m back from the road reserve boundary). This is to ensure they are recessive and align with the adjoining property.
3. Stained timber fences may be approved at the DRP's discretion.

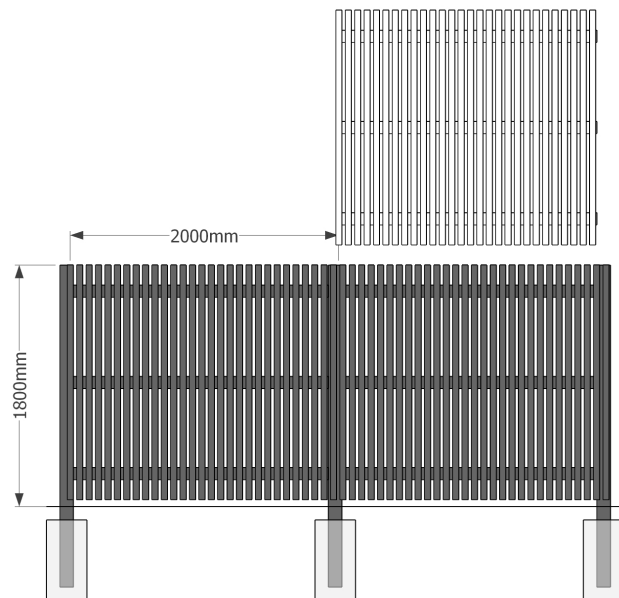
APPROVED SCREEN FENCE DESIGNS



1.5 - 1.8m Type A Screen Fence (OS Frontage)

The type A screen fence has been designed to meet Waipa District Council's requirement for 50% visual permeability and will be built by the developer.

100x100mm H4 posts at max 2000mm centres. 90x45mm H3.2 dressed rails with 45 x 40mm H3.2 dressed battens. Rails to be flush with front of posts and battens to run continuously along the front of the posts. **45mm** gap between battens. Sections to step at post location instead of rake if level change is required. Max 100mm gap from base of fence to ground. Fence to be painted black or white.



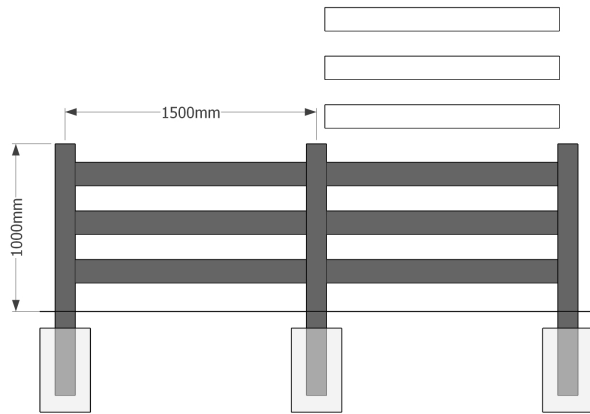
1.8m Type B Screen Fence

100x100mm H4 posts at max 2000mm centres. 90x45mm H3.2 dressed rails with 45 x 40mm H3.2 dressed battens. Rails to be flush with front of posts and battens to run continuously along the front of the posts. **25mm** gap between battens. Sections to step at post location instead of rake if level change is required. Max 100mm gap from base of fence to ground. Fence to be painted black or white.

Note:

1. All gate posts on 1.8m screen fence returns to be 112.5 x 112.5mm H5 glue laminate timber to prevent twisting.
2. Alternative designs may be submitted to the DRP for approval.
3. All side yard screen fence returns are to be a minimum of 1m behind the front building line (and a minimum of 6m back from the road reserve boundary). This is to ensure they are recessive and align with the adjoining property.
4. Stained timber fences may be approved at the DRP's discretion.

APPROVED FRONT YARD FENCE DESIGNS

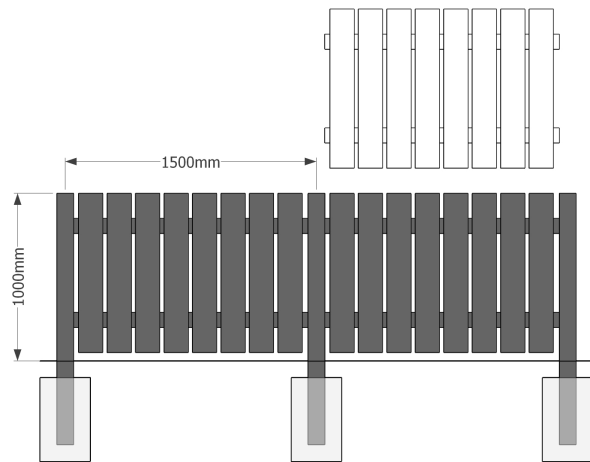


1.0m Front Fence Type A

125x125mm H4 / H5 posts at max 1500mm centres.
140x45mm H3.2 dressed rails insert into posts with 100mm gap above top rail and 150mm gap between rails. Sections to step at post location instead of rake if level change is required. Fence to be painted black or white.

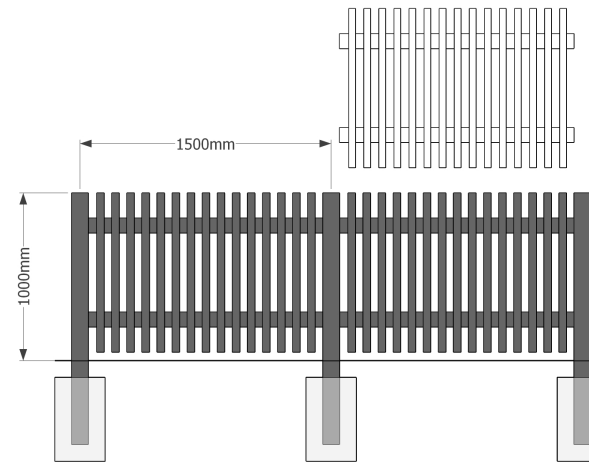
Note:

1. Alternative designs may be submitted to the DRP for approval including 1.0m high steel pool fences.
2. All side yard screen fence returns are to be a minimum of 1m behind the front building line (and a minimum of 6m back from the road reserve boundary). This is to ensure they are recessive and align with the adjoining property.
4. Stained timber fences may be approved at the DRP's discretion.



1.0m Front Fence Type B (Option 1)

100x100mm H4 posts at max 1500mm centres.
90x45mm H3.2 dressed rails with 140 x 19mm H3.2 dressed pailings. Pailings to be flush with front of posts. 25mm gap between pailings. Sections to step at post location instead of rake if level change is required. Max 100mm gap from base of fence to ground. Fence to be painted black or white.



1.0m Front Fence Type B (Option 2)

100x100mm H4 posts at max 1500mm centres.
90x45mm H3.2 dressed rails with 45 x 40mm H3.2 dressed battens. Battens to be flush with front of posts. 45mm gap between battens. Sections to step at post location instead of rake if level change is required. Max 100mm gap from base of fence to ground. Fence to be painted black or white.

