

# View Instrument Details



**Instrument No** 10934085.12  
**Status** Registered  
**Date & Time Lodged** 14 November 2017 16:28  
**Lodged By** Karamaena, Rebecca Mary  
**Instrument Type** Encumbrance



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## Affected Computer Registers    Land District

|        |       |
|--------|-------|
| 766927 | Otago |
| 766928 | Otago |
| 766929 | Otago |
| 766930 | Otago |
| 766931 | Otago |
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| 766952 | Otago |
| 766953 | Otago |
| 766954 | Otago |
| 766955 | Otago |
| 766982 | Otago |

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**Annexure Schedule:** Contains 36 Pages.

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### Encumbrancer Certifications

I certify that I have the authority to act for the Encumbrancer and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

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**Encumbrancer Certifications**

I certify that the Caveator under Caveat 9829495.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent 

**Signature**

Signed by Rebecca Mary Karamaena as Encumbrancer Representative on 13/11/2017 03:21 PM

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**Encumbrancee Certifications**

I certify that I have the authority to act for the Encumbrancee and that the party has the legal capacity to authorise me to lodge this instrument 

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument 

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply 

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period 

**Signature**

Signed by Rebecca Mary Karamaena as Encumbrancee Representative on 13/11/2017 03:21 PM

**\*\*\* End of Report \*\*\***

Form E

Encumbrance instrument

(Section 101 Land Transfer Act 1952)

| Affected instrument Identifier and type (if applicable) | All/part | Area/Description of part or stratum |
|---------------------------------------------------------|----------|-------------------------------------|
| CFR 766927 –<br>CFR 766955<br>inclusive<br>CFR 766982   | All      |                                     |

Encumbrancer

Willowridge Developments Limited

Encumbrancee

Willowridge Developments Limited

|                                     |                                                     |
|-------------------------------------|-----------------------------------------------------|
| Estate or interest to be encumbered | Insert e.g. Fee simple; Leasehold in Lease No. etc. |
| Fee Simple                          |                                                     |

|                               |
|-------------------------------|
| Encumbrance Memorandum Number |
| Not applicable                |

|                                 |                                                              |
|---------------------------------|--------------------------------------------------------------|
| Nature of security              | State whether sum of money, annuity or rentcharge and amount |
| \$10.00 per annum (if demanded) |                                                              |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Encumbrance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Delete words in [ ], as appropriate |
| <p>The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the <del>[above Encumbrance Memorandum]</del> <del>[Annexure Schedule(s)]</del> and so as to incorporate in this Encumbrance the terms and other provisions set out in the <del>[above Encumbrance Memorandum]</del> <del>[and]</del> <del>[Annexure Schedule(s)]</del> for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.</p> |                                     |

**Form E** *continued*

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**Terms**

- 1 Length of term: 999 years (unless discharged prior in accordance with clause 1.9)
- 2 Payment date(s): 1<sup>st</sup> October of each year (if demanded)
- 3 Rate(s) of interest: Nil
- 4 Event(s) in which the sum, annuity or rentcharge becomes payable: Refer Annexure Schedule 1
- 5 Event(s) in which the sum, annuity or rentcharge ceases to be payable: Refer Annexure Schedule 1

**Covenants and conditions**

*Continue in Annexure Schedule(s), if required*

Refer Annexure Schedule 1 and 2

**Modification of statutory provisions**

*Continue in Annexure Schedule(s), if required*

Sections 154 and 156 of the Land Transfer Act 1952, Sections 23, 203, 204 and 205, 283, 288-290 and 301-302 of the Property Law Act 2007 and Sections 12 and 13 of the Contract and Commercial Law Act 2017 shall apply to this Encumbrance Instrument but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent charge), the Encumbrancer shall not be entitled to any of the powers and remedies given to encumbrancers by the Land Transfer Act 1952 and the Encumbrancee shall be entitled to none of the powers and remedies given to mortgagees by the Land Transfer Act 1952 or the Property Law Act 2007.

## Annexure Schedule 1

Continuation of "Terms," "Covenants and Conditions"

### 1 BACKGROUND

- 1.1 The Encumbrancer is the registered proprietor of the Three Parks Subdivision development in Wanaka being all of the land originally comprised in CFR 727530.
- 1.2 The Encumbrancer has subdivided the land in the manner shown and defined on Deposited Plan 500684.
- 1.3 It is the Encumbrancer's intention that all of that land (Encumbrance Land) contained in Lot 2, Lot 3, and Lot 5 to Lot 32 inclusive on Deposited Plan 500684 (each a "Lot") shall be subject to a general scheme applicable to and for the benefit of the Encumbrancee and the owner for the time being of each Lot comprising part of the Encumbrance Land shall be bound by the stipulations and restrictions and shall have the beneficial rights and privileges set out in this Instrument.

### OPERATIVE PROVISIONS

#### 2 DEFINITIONS AND INTERPRETATIONS

- 2.1 **Definitions:** In this Instrument the following words shall have the following meanings:
  - a **Building** means any structure on the Encumbrance Land.
  - b **Concept Plan** means together drawings, plans, specifications, elevations, sections, artists impressions and materials lists of any Building, erection or other structure proposed to be erected on any part of the Encumbrance Land, containing sufficient details to enable WDL to properly understand the proposed Building, erection or other structure.
  - c **Council** means Queenstown Lakes District Council or its successor.
  - d **Design Guidelines** means the design guidelines for Three Parks as appended to this Instrument as may be amended, varied or replaced by WDL from time to time.
  - e **District Plan** means the Queenstown Lakes District Plan.
  - f **Landscape Plan** means together plans, specifications, plant lists of all trees, bushes, gardens, lawns and plants to be planted on the Encumbrance Land.
  - g **Three Parks** and **Land** means the land situated at Three Parks, SH84, Wanaka which is all of the land arising from CFR 677472.
  - h **Three Park Zone Rules** means the rules applicable to the Three Parks Zone contained within the Queenstown Lakes District Council's District Plan.
  - i **WDL** means Willowridge Developments Limited or any person or entity to whom it delegates its rights and responsibilities under this Instrument.
- 2.2 **Interpretation:** In this Instrument, unless the context otherwise requires:
  - a words denoting the singular shall include the plural and vice versa;
  - b one gender shall include the other genders;
  - c words denoting persons shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state, agency of a state, municipal authority, government or any statutory body in each case whether or not having separate legal identity;
  - d any covenant or agreement on the part of two or more persons shall bind those persons jointly and separately;
  - e reference to any statute, regulation, ordinance or bylaw shall be deemed to extend to all statutes, regulations, ordinances or bylaws amending, consolidating or replacing the same;
  - f where consent or approval is required pursuant to any provision of this Instrument, such consent or approval shall be required for each separate

occasion notwithstanding any prior consent or approval obtained for the like purpose on any prior occasion;

- g reference to the Encumbrancer and the Encumbrancee includes their respective executors or administrators and successors in title;
- h reference to Lots includes each and every one of them;
- i if there is a conflict between the provisions of the Design Guidelines and the requirements of any relevant authority having jurisdiction in respect of the Encumbrance Land, the requirements of the relevant authority shall have precedence and the Design Guidelines shall be subject to the requirements of the relevant authority having jurisdiction.

### **3. NATURE AND EXTENT OF OBLIGATIONS**

- 3.1 This Encumbrance Instrument (including the provisions in Annexure Schedule 2) shall be binding on all transferees, tenants, lessees, mortgagees, chargeholders and their respective successors in title and assigns of any estate or interest in the Encumbrance Land. Where this Encumbrance Instrument binds or benefits more than one party, it shall bind or benefit each party jointly and severally.
- 3.2 Where the Encumbrancer is a company this Encumbrance Instrument shall bind a receiver, liquidator, statutory manager or statutory receiver. Where the Encumbrancer is a natural person this Encumbrance Instrument shall bind the Official Assignee acting in the bankruptcy of the Encumbrancer. In either case this Encumbrance Instrument binds a mortgagee in possession.
- 3.3 The Encumbrancee shall be permitted as of right to assign this Encumbrance Instrument to a registered proprietor of land contained within the 1 kilometre non-objection radius described in clause 4.1 of Annexure Schedule 2 of this Encumbrance Instrument, without the Encumbrancer's consent. An assignment of the Encumbrance Instrument to any other person or entity shall require the Encumbrancer's consent, such consent not to be unreasonably withheld
- 3.4 If at any time any part or provision of this Encumbrance Instrument is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:
  - a that part or provision shall be severed from this Encumbrance Instrument;
  - b such invalidity or severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this Encumbrance Instrument; and
  - c the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Encumbrance Instrument
- 3.5 The Encumbrancer acknowledges that the Encumbrancee shall not be liable to the Encumbrancer or any future registered proprietor of any part of the land for any loss, damage, claim or expense (including where such loss, damage, claim or expense arises from any approval given by WDL, or refusal to give an approval, or any failure to meet any timeframe stated in the Design Guidelines or performing any other function under and in relation to this Instrument or the Design Guidelines).
- 3.6 The Encumbrancer shall not be liable for breaches of the obligations under this encumbrance which occur in respect of any Lot after it has transferred its fee simple interest in such Lots.
- 3.7 The Encumbrancer shall be bound by the Approved Use stipulations referred to in clause 1.2 of Schedule 2 (but not otherwise) but these shall expire and be of no further effect in respect of a Lot ten (10) years from the date this Encumbrance is registered against such Lot.
- 3.8 The Encumbrancer shall be bound by the stipulations and restrictions contained in clause 2 of the Schedule 2 (but not otherwise) but these shall expire and be of no further effect in respect of a Lot on the date that WDL confirms in writing that the Lot has been fully developed in accordance with all approvals granted by WDL pursuant to Clause 2 of the Schedule, except that if after WDL confirms that the Lot has been fully developed an application for a building consent to alter or add to any Building on that Lot is lodged, the provisions of clause 2 of the Schedule shall apply to any such alteration or addition.

- 3.9 The Encumbrancer acknowledges that this Encumbrance Instrument has been granted for valuable consideration received, in full compensation for the grant of this Encumbrance Instrument, and is intended to charge the Encumbrance Land and bind the Encumbrancer (and successors) to perform the Encumbrancer's obligations for the term of the Encumbrance Instrument. The Encumbrancer covenants with the Encumbrancee:
- a not to seek to discharge, surrender, lapse, vary, amend, withdraw or remove in any manner whatsoever this Encumbrance Instrument prior to the expiry of the term of the Encumbrance Instrument, whether by payment of the total security or otherwise, without the Encumbrancee's consent;
  - b to preserve for the term of this Encumbrance Instrument the integrity of the agreements in this Encumbrance Instrument; and
  - c always to act in good faith and do all acts and things and enter into and execute any replacement instrument whenever reasonably required by the Encumbrancee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give effect to the express provisions of this Encumbrance Instrument as set out in the words of this Encumbrance Instrument.

#### **4 RENTCHARGE AND PENALTIES**

- 4.1 The Encumbrancer encumbers the Encumbrance Land for the benefit of the Encumbrancee for the term of the Encumbrance Instrument with an annual rent charge of \$10.00 to be paid on 1 October of each year if demanded.
- 4.2 If during the 12 months preceding 1 October 2018 and each successive period of 12 months thereafter there has been no breach of the covenants and obligations of the Encumbrancer contained in this Encumbrance Instrument then the annual rent charge payable under this Encumbrance Instrument will be deemed to have been paid.
- 4.3 If the Encumbrancer is in breach of its obligations set out in this Instrument, the Encumbrancee shall have the right (but not an obligation) to do whatever may be reasonably required to remedy such failure on the part of the Encumbrancer, and the costs incurred by the Encumbrancee in remedying the default shall be refunded by the Encumbrancer to the Encumbrancee on demand.
- 4.4 If any breach is not rectified by the Encumbrancer, within the time specified by the Encumbrancee, then the Encumbrancer shall pay on demand to the Encumbrancee an amount equal to 10% of the then capital value of the Lot for each calendar year or part thereof during which there is a breach or non-observance of any of the stipulations and restrictions.
- 4.5 The Encumbrancee shall have the power to waive any requirement set out in this Instrument or the Design Guidelines as it affects any part of the Encumbrance Land and the Encumbrancee shall not be liable to any other party if it gives such a waiver or if it does not enforce any covenant or breach of a covenant against the Encumbrancer.

#### **5 REGISTRATION**

- 5.1 This Encumbrance Instrument shall be registered on the computer freehold registers in which the Lots are comprised prior to the transfer from WDL to any other party.
- 5.2 The Encumbrancee hereby consents to the registration of any of the following instruments executed by the Encumbrancer in respect of the Encumbrance Land or any part of the Encumbrance Land, but without prejudice to the Encumbrancee's rights under this Encumbrance Instrument:
- a the creation, variation or surrender of an easement (section 90E(3) of the Land Transfer Act 1952); and
  - b the creation, variation or discharge of a mortgage instrument or priority of mortgages (sections 101, 102(4) and 103(3) of the Land Transfer Act 1952);
  - c the registration of a lease, a lease variation instrument or surrender of lease (Section 115(4), Section 116(7) and Section 120 Land Transfer Act 1952); and

d the registration of a transfer of any part of the Encumbrance Land.

and this consent shall be deemed to be the consent of the mortgagee (which term includes the Encumbrancee), as specified in the Land Transfer Act 1952, to the registration of such an instrument.

- 5.3 If it is determined that written consent is required from the Encumbrancee (rather than deemed consent under Clause 5.2) then the Encumbrancee shall give that written consent provided the instrument to be registered would not in the reasonable opinion of the Encumbrancee prejudice the Encumbrancee's rights under this Encumbrance Instrument.
- 5.4 The Encumbrancer will pay all the Encumbrancee's legal costs and disbursements incurred under this clause.

## **6 NOTICES**

- 6.1 Any notice required to be given in terms of this Encumbrance Instrument shall be sufficiently given if made in writing and served as provided in section 353(1) of the Property Law Act 2007 and shall be sufficiently given if actually received by the party to whom it is addressed or that party's solicitor.

## **7 DISPUTE RESOLUTION**

- 7.1 Any dispute which arises between the Encumbrancer and the Encumbrancee in any way relating to this Encumbrance Instrument may be resolved by referring the dispute to an agreed third party for decision or by arbitration by a single arbitrator under the provisions of the Arbitration Act 1996.
- 7.2 Nothing in clause 7.1. limits or excludes the Encumbrancee applying to the Court for interlocutory and/or injunctive relief or a declaration.

## **Annexure Schedule 2**

### **THE ENCUMBRANCER SHALL:**

#### **1 APPROVED USE AND TIME FOR COMPLETION**

- 1.1 Not use or permit to be used a Lot for any purpose other than a purpose which is permitted under the Three Parks Zone Rules that apply to the subzone applicable to the Lot.
- 1.2 Where there is an approved use stipulated in any sale and purchase agreement between WDL and any purchaser of a Lot (whether entered into before or after the date of registration of this encumbrance), for a period of ten years from the date this Encumbrance is registered, the Encumbrancer will be bound to comply with the approved use for the Lot and will ensure that it does not use the property for any other purpose without the prior written consent of the Encumbrancee.
- 1.3 Any party who is the registered proprietor of a Lot will be required to complete construction of a Building on the Lot and commence full trading from the Lot within a period of two years from settlement of the transfer of the Lot from WDL.

#### **2. BUILDING RESTRICTIONS**

- 2.1 Not erect or place or permit to be erected or placed on the Lot any Building, erection or structure whatsoever:
  - a without obtaining the Encumbrancee's prior written approval to the Concept Plans for the proposed Building, erection or structure to be constructed on the Lot (such approval not to be unreasonably or arbitrarily withheld or delayed provided that the Concept Plans comply with the provisions of this Schedule, the Three Parks Zone Rules and the then current Design Guidelines);
  - b except in accordance with the approval of Concept Plans and using the materials, finishes and exterior colours so approved by the Encumbrancee and in compliance with the then current design Guidelines and Three Parks Zone Rules;
- 2.2 Pay the reasonable and proper costs of the Encumbrancee in considering and approving the Encumbrancer's Concept Plans and ensuring they comply with the Three Parks Zone Rules should the Encumbrancee engage specialist consultants to consider the Concept Plans;
- 2.4 Adhere at all times to the requirements and restrictions of the Design Guidelines and the Three Parks Zone Rules;
- 2.5 Not make any changes to the plans and specifications or to the exterior design or appearance of any Building, erection or structure once approval has been given by the Encumbrancee unless the proposed change has been agreed in writing by the Encumbrancee.

#### **3 LANDSCAPING**

- 3.1 Submit a proposed Landscape Plan to the Encumbrancee for approval at the same time as the Encumbrancer submits the Concept Plans to the Encumbrancee for approval, which proposed Landscape Plan must comply with the provisions of the then current Design Guidelines.
- 3.2 Not plant or landscape the Lot until the Encumbrancee has approved the proposed Landscape Plan and then only in accordance with the approved Landscape Plan.
- 3.3 Complete all plantings shown on the approved Landscape Plan within six months of the occupation of any Building erected on the Land;
- 3.4 Maintain the plants and vegetation on the Lot in a tidy condition, free of noxious weeds, in accordance with the approved Landscape Plan, and otherwise in accordance with the requirements of the Three Parks Zone Rules as they apply to the Encumbrance Land;
- 3.5 Replace any plants shown in the approved Landscape Plan that die with replacement plants of the same type;

- 3.6 Comply at all times with any requirements of any local body or any other requiring authority in relation to the plants and vegetation within the Encumbrance Land.

**4 NO OBJECTION**

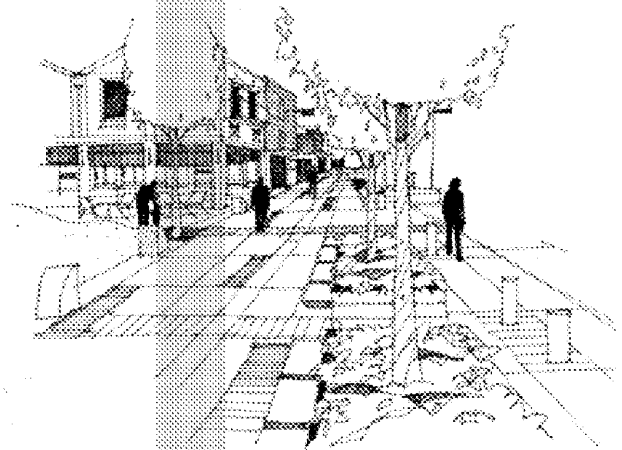
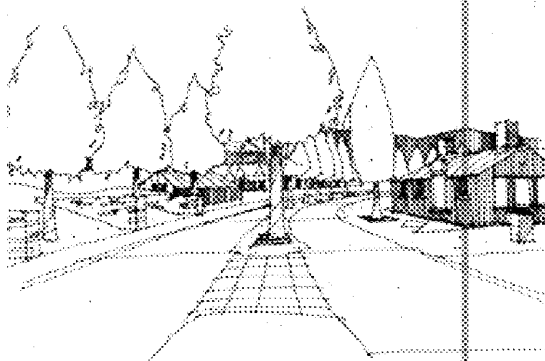
- 4.1 Not make or lodge, be a party to, procure, assist or support, finance or contribute to the cost of:
- a any submissions or proceedings (under the Resource Management Act 1991 or otherwise) designed or intended to or having the effect of limiting, preventing or restricting:
  - b any rezoning or amendments to the provisions of the District Plan or any proposed plan relevant to the Land or to any other land owned by WDL or any associated company within a one kilometre radius of any external boundary of the Encumbrance Land:
  - c or any activity being undertaken or proposed to be undertaken on the Encumbrance Land or on any other land owned by WDL or any associated company within a one kilometre radius of the external boundary of the Encumbrance Land.

**5 FENCING**

- 5.1 WDL will not be liable to contribute to the cost of, or assist in the erection or maintenance of any boundary or dividing fence between any of the lots within the Encumbrance Land and between any part of the Land owned or any other land owned or occupied by WDL.
- 5.2 Clause 5.1 is intended for the benefit of WDL only and shall not enure for the benefit of any other person or persons.

# Three Parks - Wanaka

DESIGN GUIDELINES - FEB 2014



**WILLOWRIDGE**  
DEVELOPMENTS LTD

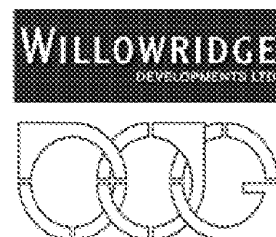
Box 321 Wanaka  
Phone (03) 4436905  
[www.willowridge.co.nz](http://www.willowridge.co.nz)



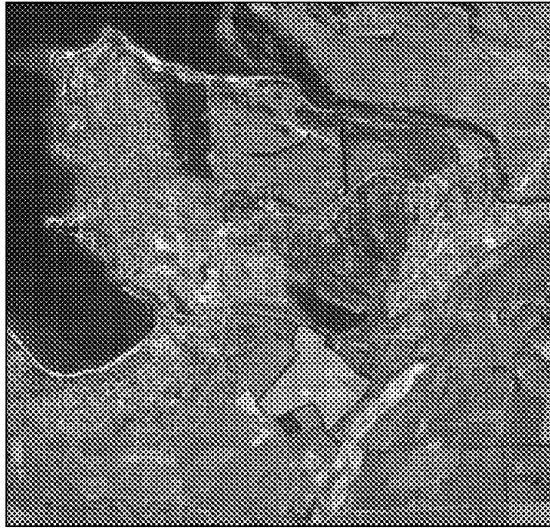


## Contents:

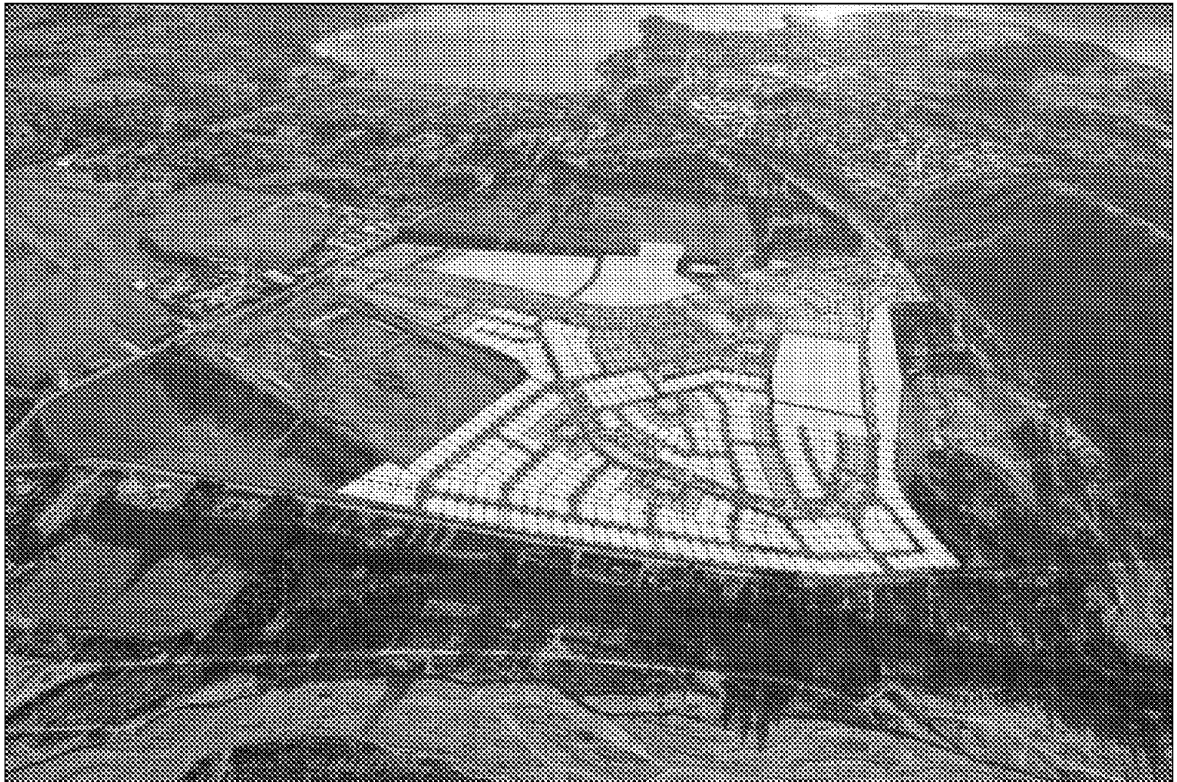
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✦ Location map



✦ Aerial overlay of the ODP.



# 1 Three Parks: An Introduction

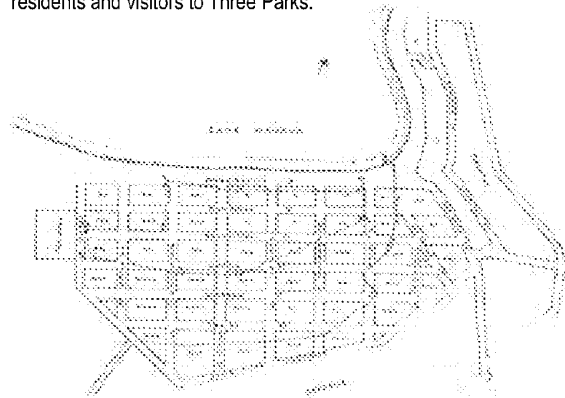
Three Parks is a future urban development that will service the needs of the growing community in Wanaka. Three Parks will provide for a range of activities including commercial, residential, visitor accommodation, community and recreation as well as an open space network. The Three Parks Plan Change (PC16) was approved by the Queenstown Lakes District Council (The Council) and made operative on January 19, 2011. This plan change gives effect to the Wanaka Structure Plan (2007) which identified the Three Parks area as an appropriate location to cater for Wanaka's projected growth.

The Council has been consulting with design professionals and the Wanaka community since 2008 to develop spatial strategies that respond to the needs of the Wanaka community. The result of this consultation is the Three Parks Structure Plan and the Objectives, Policies and Rules of the Three Parks Zone, now contained within section 12.25 of the Queenstown Lakes District Plan (the Plan).

High quality urban design is to be a key characteristic of Three Parks. The Baxter Design Group (BDG) was contracted by the Willowridge Development Ltd. and created the Outline Development Plan (ODP) in June 2013. These design guidelines accompany the ODP and provide a detailed direction for the architectural and landscape character and experiential quality of the Three Parks zone.

## 1.1 The Design Guidelines

The design guidelines contained within this document are "tools" for the community, landowners, developers, architects, planners, landscape architects and other design professionals to use in the imagination of projects that reach the over arching goal of creating a high quality, cohesive urban environment. The guidelines are intended to establish a framework for which projects can achieve an individual quality while being complementary to the overall character of the development. These design guidelines are representative of the objectives and policies contained within part 12.25.1 of the Plan and are intended to guide the development of an interconnected urban environment that is sympathetic to the wider Wanaka landscape while instilling a distinctive sense of place within residents and visitors to Three Parks.



✦ Historic Plan of Wanaka, 1865

## 1.2 Existing Framework

The Three Parks ODP builds upon the Three Parks Structure Plan contained within the Plan (12.25.3) and provides a spatial structure to the Three Parks zone. The ODP plans for the built environment and establishes the framework for which development will occur. The ODP is the first step in establishing the landscape character of the zone and contains a masterplan, defining the spatial layout of several activity subzones. These subzones are:

- Residential including:
  - o mixed use,
  - o low density residential (LDR),
  - o comprehensive residential (MDR), including visitor accommodation, serviced apartments and lifestyle village.
- Tourism and Community Facilities including the campground.
- Business
- Commercial Core including the Large Format Retail and Smaller Format Retail 'sleeve'.
- Other areas including a future education site, Sports facility and deferred zones.

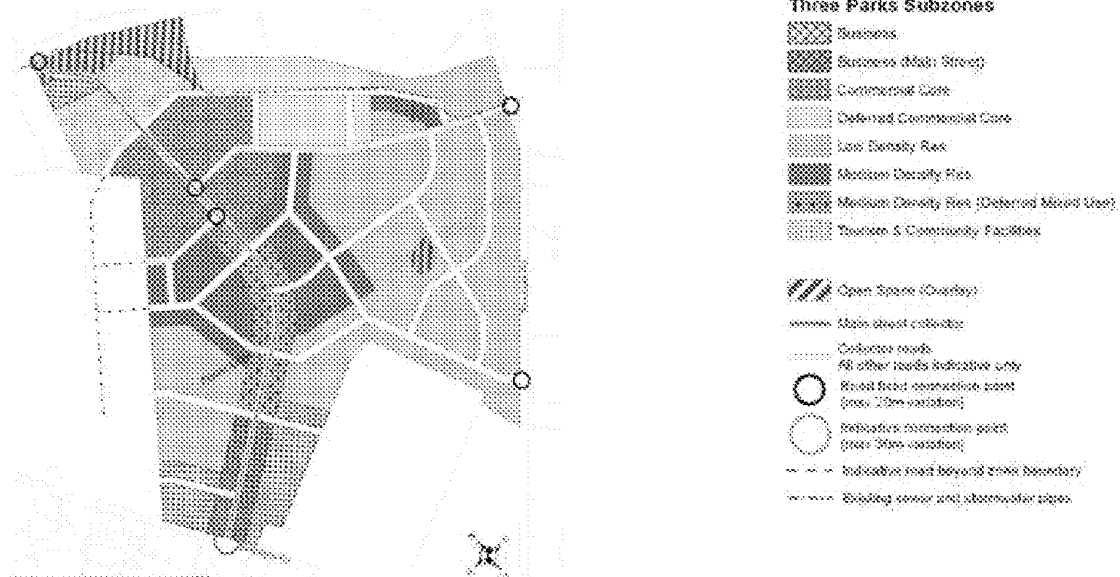
## 1.3 Design Philosophy

Wanaka began as a small rural service town near the junction of the Cardrona, Haast and Cromwell Road. Tourism has always played a large role in the town's vitality and as early as the 1950's approximately half of the houses in Wanaka were holiday "cribs". While the overall population has increased, this proportion of holiday homes to permanent residents has remained relatively constant. Wanaka's attractive setting, dry climate and closeness to a host of outdoor activities such as skiing, boating and hiking has as of late increased its popularity as a place to live. Wanaka displays a distinct community character set apart from its sister city Queenstown by its slightly sleepier, laid back ambience and the unassuming and sometimes eclectic character of the locals.

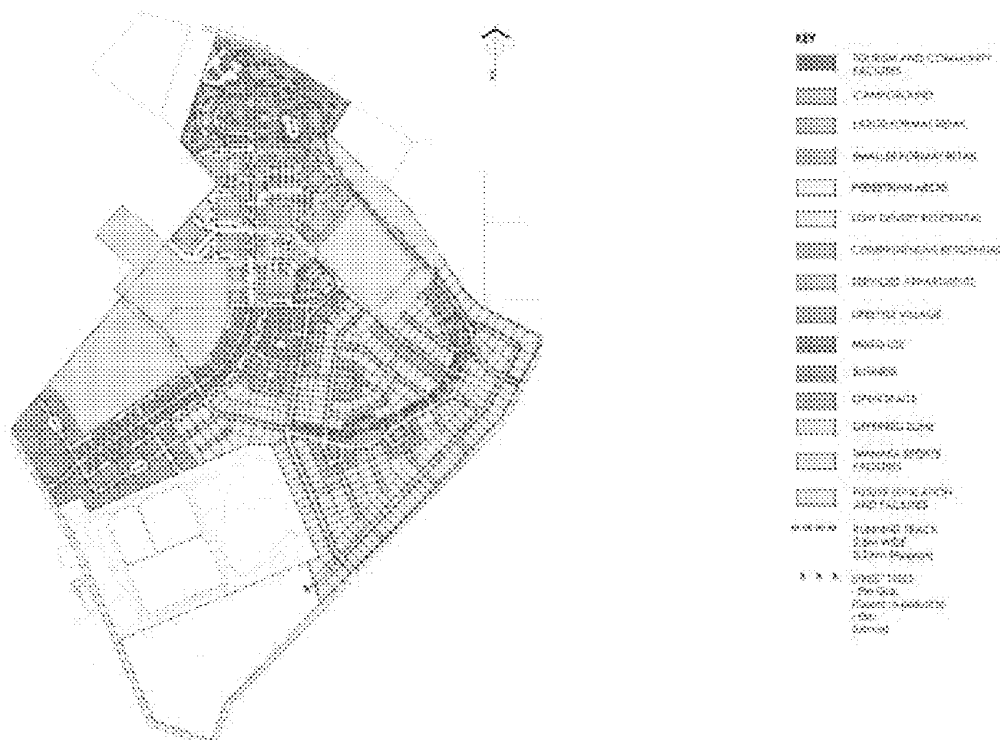
The Three Parks zone provides an opportunity to develop a high quality living environment within the existing Wanaka township. The objectives of the Plan (12.25.1) reflect the desires of Wanaka's community and the requirements of Council to create a zone that will become a future asset to the region. These design guidelines do not intend to replicate or mimic any existing built character of Wanaka, Cardrona, Albert Town or Hawea. The Three Parks Design Guidelines gives preference to evolving urban design principals, contemporary styles and materials that favour human scaled spaces, community orientated strategies and environmentally sustainable outcomes.

The design guidelines of each Three Parks sub zone will reflect the objectives of the Plan and encourage design professionals to seek imaginative alternatives to conventional approaches to design while achieving a cohesive aesthetic across the zone. The Three Parks zone will become an iconic place where people feel safe, enjoy visiting and living in and that is emblematic of Wanaka's unique community spirit.

✦ Structure plan From QLDC Part 12.25.3



### ✦Outline Development Plan (ODP)



## 2 Design Guidelines

### 2.1 Overall Character

The Three Parks zone Rules contained within section 12.26 of the Plan, set out urban design standards for earthworks, lighting, waste, fencing, open spaces, transportation, setbacks, etc. While these standards are a baseline for good urban design they stop short of delivering prescriptive direction on materials, orientation, colour, etc. It is the intention of these guidelines to “set the stage” for the urban character that will become Three Parks.

The Three Parks zone is approximately 1.5km from the shores of Lake Wanaka and lake views are not necessarily an asset of the zone. However it is within close proximity to the Outstanding Natural Feature (ONF), Mount Iron and the Cardrona River and views are available across the wider Wanaka area to the dramatic mountains that encircle the basin.

Wanaka currently offers an environment that is a safe, aesthetic and relatively pristine. The town's identity strikes a character balance between a rural service town and holiday destination. This identity contrast is not unique in New Zealand and there are several other towns that could fall within this category including Taupo, Tekapo, Takaka, Hanmer, Kaikoura, etc. For the purpose of this character analysis an assumption is made that the ruggedness of the encompassing highly natural landscape and the activities, amenities and vocations that it offers has attracted a population that strongly identifies with each other.

The overall character of the Three Parks zone intends to meet the community's practical needs of economic and residential growth while addressing the more emotional needs for relationships with people and place. Three main themes have been identified for Three Parks as a result of analysis of the Plan, the Wanaka Structure Plan, Wanaka Town Centre Character Guidelines and the consultation documents leading to the approval of the Three Parks zone. These themes are:

#### The human scale

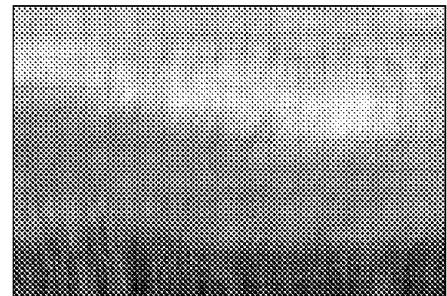
- o Use of smaller forms.
- o Limited monolithic structures.
- o A variety and articulation of building forms.
- o Encouraging alternatives to cars for transportation.

#### Environmental sustainability

- o Use of local materials.
- o Use of energy efficient design.
- o Use of Low Impact Urban Design (LIUD).
- o Enhancement of indigenous ecologies in green spaces.

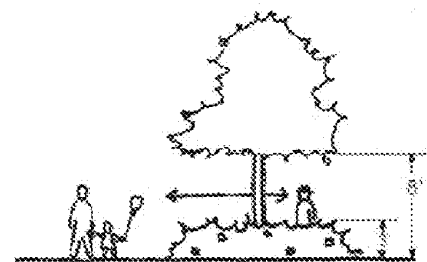
**Safety**, to ensure that open spaces, streets and other public places are safe from crime. The use of Crimp Prevention Through Environmental Design (CPTED) principals are encouraged

- o Natural access control – creation of a perception of risk to potential offenders
- o Natural surveillance – maximise visibility of public spaces
- o Territorial reinforcement – enforce perception of control.

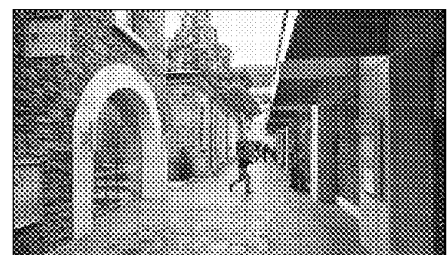


Environmental Sustainability  
LIUD

Natural Surveillance

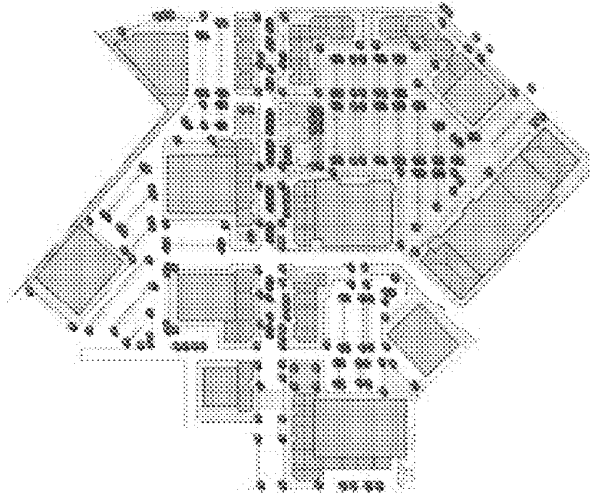


Safety



Human Scale

### 3. Commercial Core



✧The Commercial Core

The commercial core of the Three Parks zone is to be the heart of the site. The commercial core will, over time evolve to accommodate large format retail (LFR), speciality stores, office spaces, visitor accommodation, residential, community facilities and pocket parks. The staging of the commercial core will not to undermine the vitality of the Wanaka Town Centre by initially allowing the development of some large format retail followed by smaller format retail spaces. As the Wanaka region grows it is anticipated that the Wanaka Town Centre will become more specialised and commercial enterprises will need alternative locations to undertake business. When complete, the Three Parks commercial core will accommodate shops and other commercial and retail activity, with large format retail being the anchor projects.

Three Parks Mainstreet will need to become an increasingly vibrant and attractive place to a entice people to stay, walk, shop and play. A key component arising from the development of the ODP is a 'sleeve' of smaller format retail shops that line the Mainstreet. This retail sleeve is to create a character buffer from the LFR, avoiding the effects of large parking areas and creating a village like look and feel along Mainstreet. The retail 'sleeve' along Mainstreet will very permeable to allow easy pedestrian and vehicle access to the LFR. It will not necessarily screen the large format retail, but will provide a pedestrian friendly, human scale alternative to a commercial core that is complementary to community and commercial needs.

The Three Parks Rules for the Commercial Core are set out in part 12.26.7.2 of the Plan and lay out a set of rules to facilitate the Council's decision making process when granting future consents. These rules are fairly comprehensive and for the purpose of these Design Guidelines, the following rules for the commercial core are considered most relevant:

Extracted from part 12.26.7.2 of the Plan:

- All buildings, other than LFR shall be built to the street boundary along the full street frontage of the site, except where the setback is for the purpose of (a) providing a pedestrian link or public space; or (b) providing a recessed entrance(s) to the building, which is no greater than 1.5m in depth and 2m in width.
- The maximum building coverage for all activities on any site shall be 90%
- Building height shall not exceeded 15m and be no more than 3 storeys.
- Buildings fronting Mainstreet shall be a minimum of two storeys along the Mainstreet frontage.

#### 3.1 Mainstreet

##### 3.1.1 Architectural Guidelines, Mainstreet:

The Plan calls for continuous built form to the Mainstreet road boundary. However, it is considered that building articulation, including variations in forms, materials and colours can enrich and the Mainstreet experience. Variation of the built form is encouraged through these design guidelines, allowing for a diverse experiential quality while maintaining a continuity across the site.

##### Building height:

- o The ground and first storey may be built to the street boundary up to 8m. The second storey can be recessed from the road boundary by at least 2m.
- o The second storey roof should give the perception of floating, giving the building a lighter feel. Several architectural techniques can achieve this effect.
- o Horizontal elements should be used on the facades base and apex of each storey. These elements shall have the effect of breaking the form of the structure, provide an element of human scale.



✧Floating second storey

**Exterior Wall Materials:**

No building should use more than two materials in its general wall cladding with the exception of natural stone being a third material. This does not include joinery, verandahs, chimneys or any structural element protruding out of the building as an architectural detail. The following materials are considered appropriate:

- o Cedar or other timber, locally or sustainably sourced.
- o Weatherboards or board and batten.
- o Steel, corten or profiled.
- o Natural earth brick.
- o Copper.
- o Natural stone including local schist or river stone gabion.
- o Poured earth.
- o Board form/textured concrete.
- o Plaster.

See Material Pallet (Pg. 23)

**Exterior Wall Colours:**

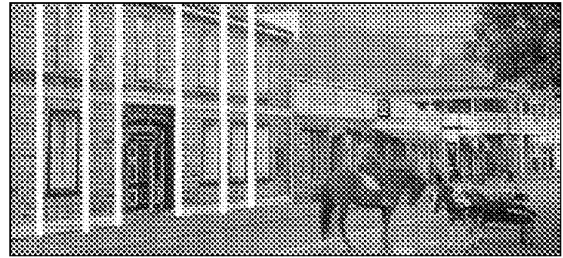
Wall colours are to emphasise the relationship of the buildings with Wanaka's natural environment. They are to be sympathetic to the colours and shades of Mount Iron and are intended to create a congruent, natural character that is in harmony with the materials pallet. Colour highlights are however encouraged and will allow for a buildings tenant to express their branding.

- o All buildings should be predominantly (80%) coloured within the naturally occurring range of greens, greys and browns that are sympathetic to the colours of Mount Iron.
- o 30% of one façade of any building can be coloured in an alternative colour.
- o Colour highlights are encouraged on architectural details.
- o Board form/textured concrete should be in a moderate to dark grey colour, similar to schist stone.
- o Cedar or other timber can be left to patina.
- o Copper roofs, parapets etc are to be left to patina.

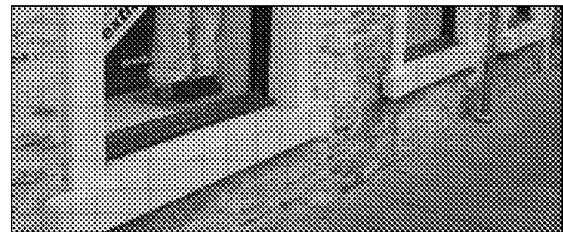
See Colour Pallet (Pg. 25)

**Glazing:**

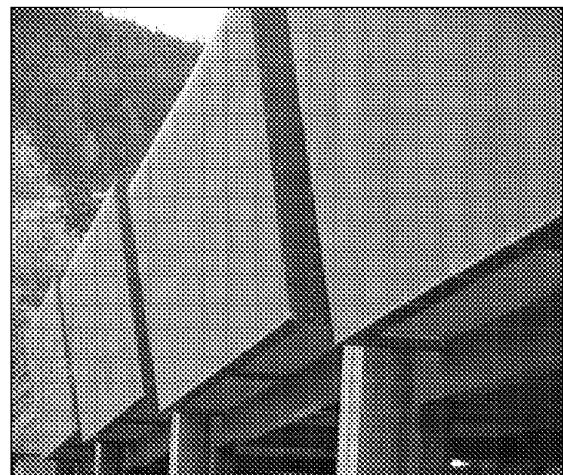
- o Windows should be recessed from the façade on the ground floor.
- o Glazing should cover between 40% and 70% of the ground floor facades. Large (>70% cover) glass frontages should be avoided.
- o Windows should emphasise the vertical and not the horizontal.
- o At least 300mm of cladding should exist between the window and the ground level.
- o At least 300mm of cladding should exist between windows on all levels.
- o Windows should emphasise the relationship between the separate levels of buildings by vertical alignment.
- o Glazing should be nonreflective.



→ Windows that emphasise the vertical



→ Cladding between ground and window



→ Enliven the streetscape

**Verandahs, parapets and balconies:**

- o Verandahs, parapets, balconies and other horizontal elements can be used to enliven the streetscape and break the vertical form.
- o Verandahs are to be at least 2m deep and not more than 3m deep
- o Verandahs are to be varied and articulated across each building façade.
- o Balconies are permitted on the first and second storeys of any building.

**Doors:**

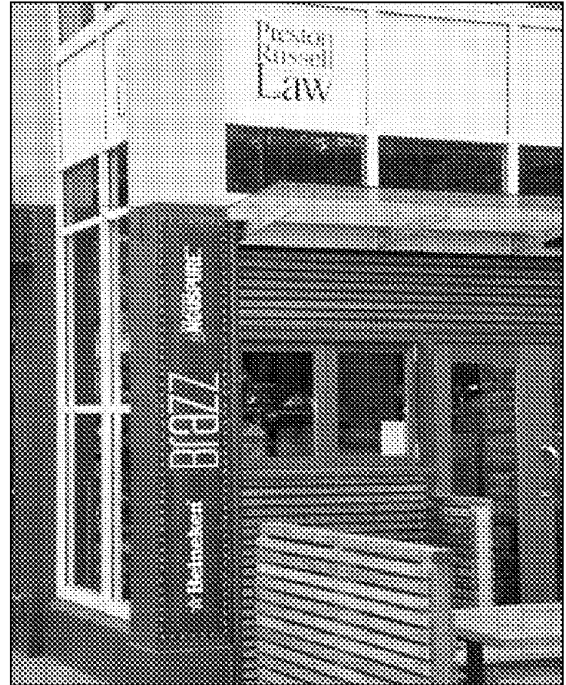
- o Doors are encouraged to be creatively designed.
- o Doors are not subject to any other design controls.

**Signage:**

- o Signage should be integrated into the design of the building, aligned proportionally with architectural detail where possible.
- o Signage should be concentrated below the veranda.
- o Use indirect sign lighting.
- o Self-illuminated signage is not preferred.

**Roofs:**

- o Roofs can be flat, gabled, butterfly, mono-pitched, dormer, mansard or salt box.
- o Flat and mono-pitched roofs should only be used where timber or stone cladding extending to the top of the building (excluding <300mm of flashing).
- o No roof pitch shall exceed 35%.
- o Only two roofing materials should be used for any one building.
- o Examples of appropriate roofing material are:
  - Profiled steel
  - Membrane (flat roofs only)
  - Cedar shakes
  - Zinc tray
  - Vegetated
  - Copper.



\*Signage integrated into building design where possible

**Roof colours:**

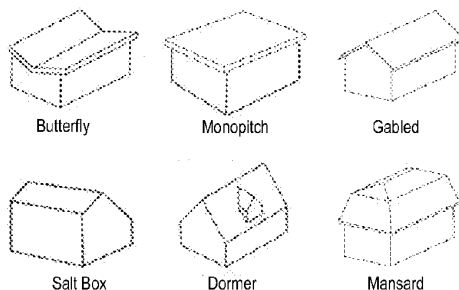
- o Membrane or flat roofs are not required to be coloured.
- o Profiled steel, zinc tray and cedar shakes should be coloured in an appropriately recessive colour in the shades of greys, brown's and greens that are sympathetic to the colours and shades of Mount Iron.
- o Copper roofs, parapets etc are to be left to patina.



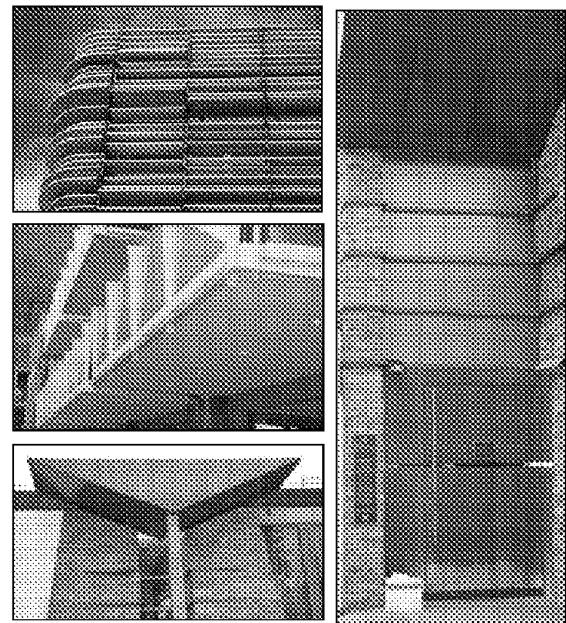
\*Signage below verandahs is preferred

**Other details:**

- o All gutters should be a colour and/or material to match or compliment either the roof or cladding.
- o All downpipes should be a colour and/or material to match or compliment either the roof or cladding.
- o All flashing should be a colour and/or material to match or compliment either the roof or cladding.
- o No PVC shall be used.



\*Examples of appropriate roof forms



\*Examples of appropriate details

### 3.1.2 Landscape Guidelines, Mainstreet:

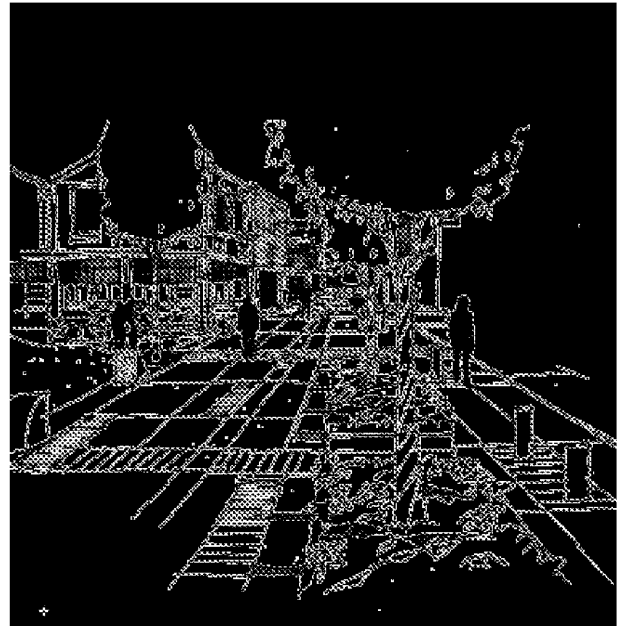
Mainstreet Three Parks is to be a human scale environment that is safe 24 hours a day and incorporates low impact urban design (12.26.6.6 iv) into its active surface. It will be the 'third place' in people's lives between their work and home. A generous area between property boundaries has been allocated to allow the outdoor activity to thrive and to encourage people to spend time on Mainstreet. Vegetation, hard surfaces, the edge between them and street furniture within will contribute to adding interest and giving the street its unique identity.

#### Surfaces:

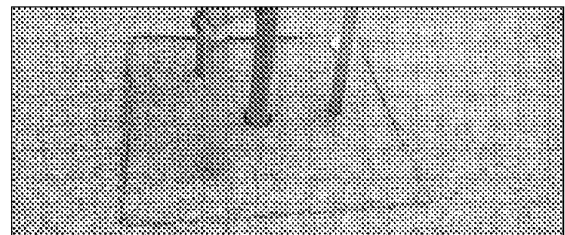
- o Mainstreet's surfaces along the "sleeve" should be composed of several appropriate materials.
- o Paving colours should be kept simple, in natural concrete or basalt colours or simila
- o Colour highlights can be used on the surface to enliven the streetscape.
- o Textured paving should be used periodically to slow traffic.
- o Permeable paving is encouraged to support low impact design.
- o Pedestrian surfaces can vary in pattern but shall incorporate no more than three materials these materials can include:
  - Local stone block
  - Exposed aggregate concrete
  - Interlocking pavers
- o Flush kerbs are to be used as alternatives to hard kerbs where possible.

#### Street Furniture:

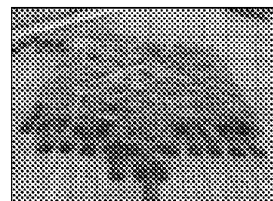
- o Lighting
  - Down, street lighting should have a contemporary look incorporating clean lines and forms, mimicking the slate like form of schist stone.
  - LED lighting should be built into the walkways to define edge treatments.
  - LED lighting should be built into street furniture including benches and bollards.
  - Light spill from the Mainstreet area shall be minimised according to QLDC standards.
  - Street lighting should accommodate for seasonal and festival flags and banners.



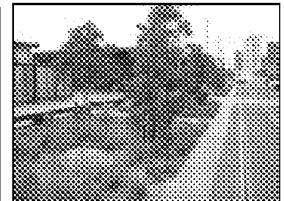
✦ Permeable paving appropriate for car parks



✦ Permeable aggregate

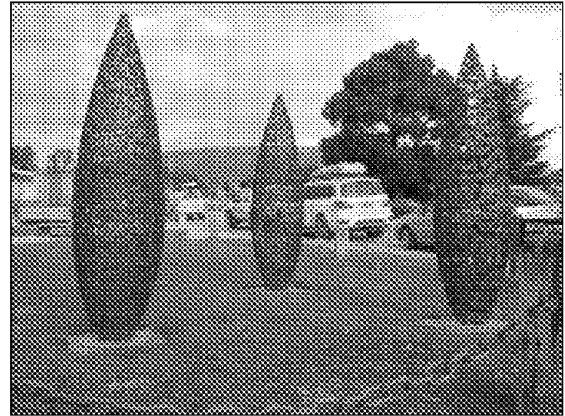


✦ Pixelated edge



✦ Raingardens

- o Seating:
  - Seating should display a contemporary aesthetic consistent with the paving pattern and edge treatments of its location.
  - Seating should be a timber material or an alternative 'warm' material.
  - Movable seating is encouraged in public and private/public areas.
- o Bollards:
  - Bollards are to be used as required.
- o Bike Stands:
  - One to two bike stands should be located every 50m along Mainstreet.
  - Bike stands are to be a colour and material that is consistent with the architectural guidelines.

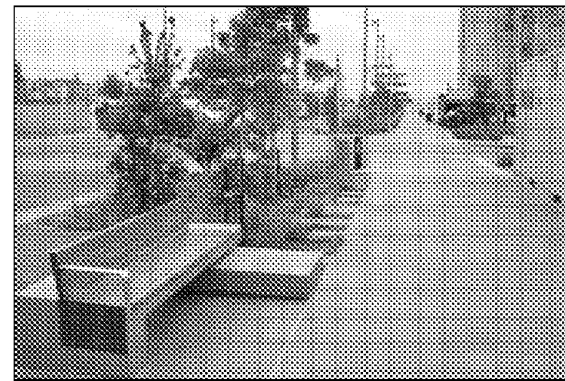


Use of street art

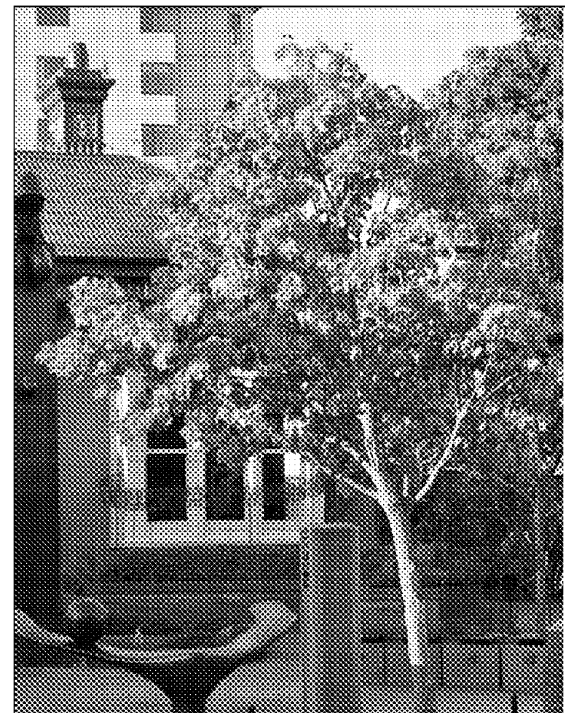
### Vegetation:

Essentially there are to be three vegetation categories along the Mainstreet; sunken gardens/rain gardens, planted areas including planting arrangements in open spaces and street/structural trees. The vegetation strategy will incorporate Wanaka's existing seasonal colour theme by specifying street trees and structural trees that display exceptional seasonal colours. In an intentional contrast, sunken gardens/rain gardens will generally house drought-tolerant, native grasses and sedges. The planting arrangements in open spaces are to use consistent plant textures to tie together the mix of exotics and natives.

- o **Street/structural trees:** These trees are to provide structure to the streetscape. They will be deciduous or evergreen exotics to allow for rapid growth and seasonal colour. These street/structural trees will be consistent throughout the Three Parks development.
- o **Sunken gardens/rain gardens:** These planted areas are to provide for stormwater collection, storage and infiltration. They will generally consist of grasses and sedges. Street/structural trees can be planted almost the sunken gardens/rain gardens.
- o Planting arrangement for **open space:** These spaces are to achieve a balance between exotic and native species using a consistent texture. Feature trees amongst these arrangements may be an alternative texture. Forests or grid planted trees are also appropriate to achieve a desired effect. Principals of CPTED shall be incorporated in the design of planting arrangements.



Contemporary seating using 'warm' materials



Structural Trees

See Preferred Plant List (Pg. 26)

### 3.2 Large Format Retail:

Large format retail stores will be the anchor projects and Stage 1 tenants of the Three Parks retail zone. Many large format retail stores have a predetermined building design that forms part of the retailer's marketing strategy. The context of the Wanaka landscape, especially the adjacency of the Three Parks retail zone to the Mount Iron ONF would not suit many of the design/marketing strategies retailers' use in denser urban areas. The following guidelines are to direct the design of Three Parks's large format retail buildings in a way that they are sympathetic to the landscape context while still allowing for the retailer's unique branding.

#### 3.2.1 Architectural Guidelines, Large Format Retail:

##### Building height:

- o Buildings may vary in height but should not exceed 15m.
- o Any building more than 8m in height and adjacent to any zone boundary should be set back 3m from the boundary
- o Horizontal elements can be used on entrance facades to break the structure and provide an element of human scale.

##### Exterior Wall Materials:

All facades should use two materials in the building's general wall cladding and no more than three materials may be used. This does not include joinery, parapets, verandahs or chimneys. Architectural detail that is complementary to the Three Park's zone is encouraged. The following materials are considered appropriate.

- o Tilt slab concrete.
- o Cedar or other timber, locally or sustainably sourced. Weatherboards or board and batten.
- o Steel.
- o Natural stone including local schist or river stone gabion.
- o Rendered plaster.
- o Poured earth.
- o Board form concrete.
- o Natural earth brick.

See Material Pallet (Pg. 23).

##### Exterior Wall Colours:

Wall colours should emphasise the relationship of the buildings with Wanaka's natural environment. They are to be sympathetic to the colours and shades of Mount Iron.

- o All buildings should be predominantly coloured within the range of greens, greys and browns and have an LRV of no more than 36% with the exception of the entrance façade.
- o The selection of a buildings colour should be sympathetic to the colours of Mount Iron.
- o An alternative colour that helps costumers identify with the retailer can be used on 30% of the entrance façade (including signage).
- o Any outer façade may display the retailer's colour, (including signage) on 20% of the façade.

See Colour Pallet (Pg. 25).

##### Glazing:

- o Windows should be recessed from the façade on the ground floor.
- o Windows should be non-reflective.
- o No more than 30% of any façade that does not face north or Mainstreet should be glazed.

##### Roofs:

- o Roofs can be flat, gabled or mono-pitched, mansard or butterfly.
- o No roof pitch shall exceed 35%.
- o Roofing materials shall be a combination of or either:
  - Profiled steel
  - Membrane (flat roofs only)
  - Cedar shakes
  - Zinc tray
  - Vegetated

##### Roof colours:

- o All roofs should be coloured in an appropriately recessive colour in the shades of greys, browns and greens that are sympathetic to the colours and shades of Mount Iron.
- o The roof colours must have an LRV of less than 36%.

##### Other details:

- o All gutters should be a colour and/or material to match either the roof or cladding.
- o All downpipes should be a colour and/or material to match either the roof or cladding.
- o All flashing should be a colour and/or material to match either the roof or cladding.

#### 3.2.2 Landscape Guidelines, Large Format Retail:

- o Trees should be selected from the street tree section of the preferred planting list (Pg. 26).
- o Any building that adjoins another zone boundary should incorporate at least a 2m wide planting area adjacent to the building to soften the built form. 50% of the selected plants should reach a mature height of at least 4m.
- o Low impact urban design techniques are encouraged.

## 4 Residential Zone

The Three Parks Residential zone is to provide for a range of residents by allowing a diversity of housing types and levels of affordability. The Structure Plan calls for essentially two types of residential subzones; Low Density Residential (LDR) and Medium Density Residential (MDR). For the purpose of these design guidelines, the guidelines for the MDR zone will include the Comprehensive Residential, Lifestyle Village and Serviced Apartments as shown in the ODP. The Mixed Use Zone will have its own design guidelines as it is essentially an extension of Mainstreet.

The LDR subzone contains individual residential lots that are generally less than 1000m<sup>2</sup>. The lots in the MDR subzone accommodate building typologies such as duplexes and terrace houses while discouraging apartments, except in the mixed use precinct. The ODP proposes a spatial strategy that would provide a high level of amenity within the MDR zone, placing higher density living areas within and nearby pockets and corridors of green space.

The Three Parks Rules lay out a set of rules to facilitate the Council's decision making process when granting future consents. These rules cover setbacks, recession plains and height restrictions in full detail. The rules for the residential subzones including LDR, MDR and the mixed use zone are contained within part 12.26.4 of the District Plan.

### 4.1 Medium Density Residential

#### 4.1.1 Mixed Use

Essentially the mixed use zone is an extension of Mainstreet. The small format retail 'sleeve' that gives Mainstreet its character will transition into a mixed use zone that allows for retail and residential activities in the same buildings.

The mixed use zone will be a pedestrian friendly space where the scale of the built form is complemented by the scale of green and open spaces. Parking is generally relegated off the Mainstreet and large open spaces occupy the area between buildings and the street boundary. These open spaces will facilitate circulation of vehicles, cyclists and pedestrians. The landscape treatments will utilise a mix of planted and grassed swales, raingardens and infiltration basins to treat the stormwater runoff of the zone and surrounding zones. The mixed use zone along Mainstreet is not intended to be as active as the commercial core and will display a moderate commercial character while providing amenity for residents and visitors alike.

##### 4.1.1.1 Architectural Guidelines, Mixed Use:

##### Building design:

- o Horizontal elements should be used on the facades of the buildings to break the structure and provide an element of human scale. These horizontal elements can incorporate outdoor living space for residents.
- o Setbacks at each level are encouraged to maximise solar access to the lower levels and ground plane.
- o Second storeys should be set back by 1.5 m and give the perception of floating, giving the building a light feel.

##### Exterior Wall Materials:

- o No building should use more than two materials in its general wall cladding with the exception of natural stone or timber being a third material. This does not include joinery, verandahs or chimneys.
- o Every building should use one of the following in at least 10% of its external wall material:
  - cedar or other timber, locally or sustainably sourced
  - or
  - natural stone including local schist or river stone gabbion
  - or
  - Board form/ textured concrete.
- o Appropriate wall materials are considered to be:
  - Concrete
  - Cedar or other timber, locally or sustainably sourced. Weatherboards or board and batten
  - Steel, profiled, corten or sheet
  - Natural stone including local schist or river stone gabbion
  - Natural earth brick
  - Standard bricks
  - Concrete block
  - Plaster or rendered plaster.
  - Poured earth.
  - Board form/textured concrete.
  - Copper

See Materials Pallet (Pg 23)

##### Exterior Wall Colours:

Wall colours are to emphasise the relationship of the buildings with Wanaka's natural environment. They are to be sympathetic to the colours and shades of Mount Iron and are intended to create a congruent, natural character that is in harmony with the materials pallet. Colour highlights are encouraged.

- o All buildings should be predominantly (80%) coloured within the naturally occurring range of greens, greys and browns that are sympathetic to the colours of Mount Iron.
- o 30% of one façade of any building can be coloured in an alternative colour.
- o Colour highlights are encouraged on architectural details.
- o Board form/textured concrete should be in a moderate to dark gray colour, sympathetic to schist stone.
- o Cedar or other timber can be left to grey.

##### Glazing:

- o Windows should emphasise the relationship between the separate levels of buildings by vertical alignment.
- o Windows should be of a low reflective material.
- o No more than 30% of any façade that does not face north or Mainstreet may be glazed.

**Roofs:**

- o Appropriate roof forms are considered to be flat, gabled, mono-pitched, salt box, mansard, butterfly, hip and valley or a combination of no more than two forms.
- o No roof pitch should exceed 35%.
- o Appropriate roof materials are:
  - Profiled steel
  - Membrane (flat roofs only)
  - Cedar shakes
  - Zinc tray
  - Vegetated.

**Roof colours:**

- o Membrane of flat roofs are not required to be coloured.
- o Profiled steel, zinc tray and cedar shakes should be in an appropriately recessive colour in the shades of greys, browns and greens that are sympathetic to the colours and shades of Mount Iron.
- o Colour highlights are encouraged.

**Other details:**

- o All gutters should be a colour and/or material to match or compliment either the roof or cladding.
- o All downpipes should be a colour and/or material to match or compliment either the roof or cladding.
- o All flashing should be a colour and/or material to match or compliment either the roof or cladding.

**Verandahs and balconies:**

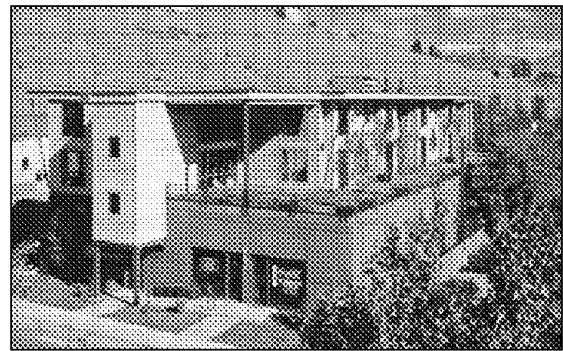
- o Verandahs and balconies are not required, but encouraged to emphasise the horizontal and break the vertical form.
- o Verandahs should be at least 1.5m deep but not more than 3m deep.
- o Balconies are permitted on the first and second storeys of any building.

**Signage:**

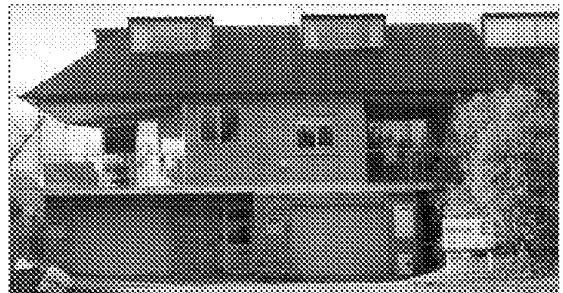
- o Signage should be integrated into the design of the building, aligned proportionally with architectural detail.
- o Use indirect sign lighting and avoid self-illuminated signage (including neon or flashing signs).
- o Signage should not cover more than 10% of any building façade.



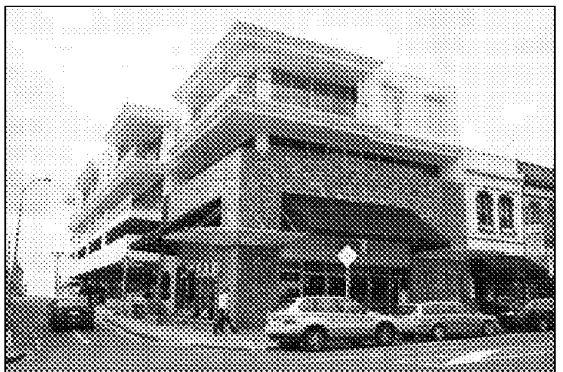
Residential zones



Appropriate use of two materials



Inappropriate use of materials



Architectural character consistent with Mainstreet

#### 4.1.1.2 Landscape Guidelines, Mixed Use:

The mixed use zone will incorporate the best practice in terms of landscape design and environmental sustainability as required in Objective 1 in the Plan. The generous green space along Mainstreet and between buildings can afford the area needed for Low Impact Design which in essence uses nature as infrastructure. Swales, retention basins and rain gardens will be part of the landscape treatments that contribute to meeting the Plan's objectives in terms of open space, green networks, connectivity, visual amenity and sense of place.

##### Street surfaces:

- o Street surfaces can be a standard surface but should use an alternative textured material where pedestrian crossings are located.
- o Interlocking pavers or other permeable surface are the preferred surface for parking areas.

##### Walkway surfaces:

- o Walkways can be a traditional paving material.
- o When walkways intersect with street crossings the material that crosses the road should extend by a minimum of 500mm onto the walkway.

##### Edge treatments:

- o Flush kerbs are preferred over kerb and channel.
- o Staggered/pixelated edges are encouraged where hard surfaces meet soft surfaces.

##### Street and walkway colours:

- o All paving material should be within the range of naturally occurring greys. Exceptions may be made to include colour highlights that mimic the tussock and pasture lands of the surrounding environment.

##### Street Furniture:

- o Lighting: same as Mainstreet.
- o Seating: same as Mainstreet.
- o Bollards: same as Mainstreet.
- o Bike Stands:
  - One to two bike stands should be located every 100m along the Mainstreet.
  - Bike stands should be a colour and material that is consistent with the architectural guidelines.

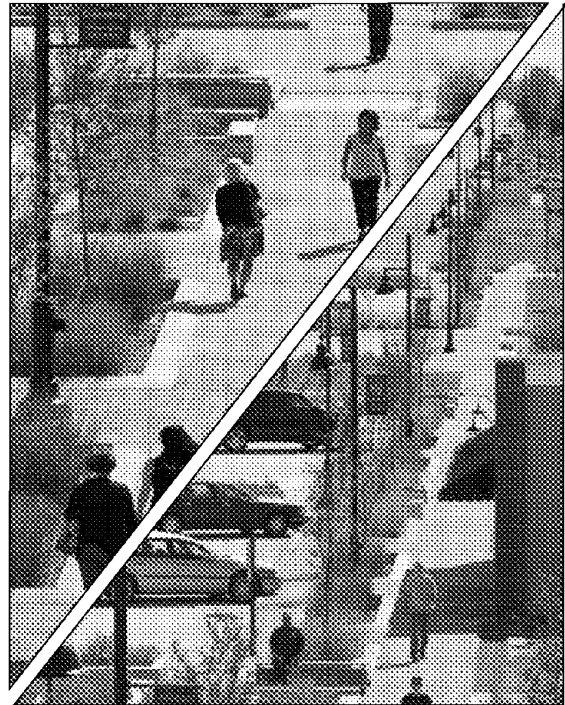
##### Vegetation:

As the mixed use zone incorporates low impact design, there will be a mixture of vegetated swales, grassed swales, retention basins and rain gardens. There will also be street and structural trees, grassed areas and amenity planting.

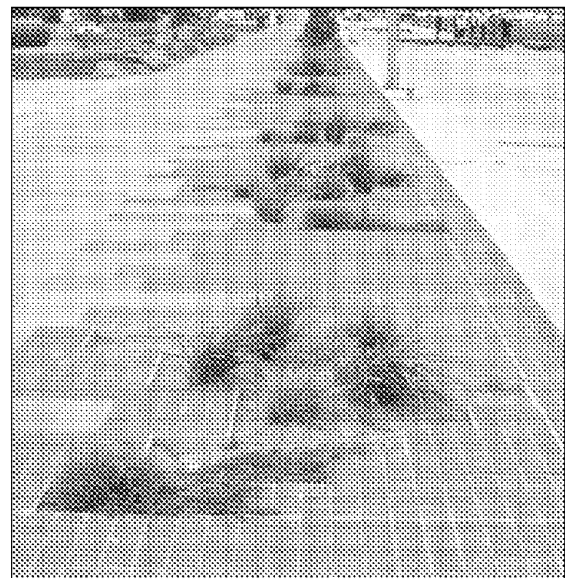
- o **Street/structural trees:** These trees are to provide structure to the streetscape. They will be deciduous exotic to allow for rapid growth and seasonal colour. These street/structural trees will be consistent throughout the Three Parks development and provide a continuous aesthetic down Mainstreet.

- o Sunken gardens/rain gardens, retention basins and vegetated swales. These planted areas are to provide for stormwater collection, storage and infiltration. They will generally consist of native grasses and sedges but can also incorporate larger plants. Street/structural trees can also be planted almost these features.

See Preferred Plant List (Pg. 26)



Green space between buildings



Staggered or pixelated edges

#### 4.1.2 Medium Density Residential (MDR) including Comprehensive Residential, Lifestyle Village, Visitor Accommodation and Serviced Apartments

These medium density residential typologies are strategically located throughout the residential zones as shown in the ODP. Generally, they are adjacent to open spaces and within close walking distance to other amenities such as schools and shopping.

##### 4.1.2.1 Architectural Guidelines, MDR

###### Building design:

- o Terraced, or duplex style homes are encouraged over large apartment style units.
- o Horizontal elements are encouraged on the facades of the buildings to break the structure and provide an element of human scale. These horizontal elements should incorporate outdoor living space for residents.
- o Articulated building forms are encouraged.
- o Setbacks at each level are encouraged to maximise solar access to the lower levels and ground plane.
- o Variation in form, materials and colour is encouraged.

###### Exterior Wall Materials:

- o No building shall use more than two materials in its general wall cladding with the exception of natural stone or timber being a third material. This does not include joinery, verandahs, chimneys or protruding architectural details.
- o The following materials are considered appropriate:
  - Concrete
  - Brick or earth brick.
  - Linear wall board or similar.
  - Cedar or other timber, locally or sustainably sourced. Weatherboards or board and batten.
  - Steel, profiled, corten or sheet.
  - Natural stone including local schist or river stone gabion.
  - Plaster or rendered plaster.
  - Poured earth.
  - Board form/textured concrete.

See Materials Pallet (Pg. 23)

###### Exterior Wall Colours:

Wall colours are to emphasise the relationship of the buildings with Wanaka's natural environment. They are to be sympathetic to the colours and shades of Mount Iron and are intended to create a congruent, natural character that is in harmony with the materials pallet and the other Three Park's zones. Colour highlights are encouraged.

- o All buildings should be predominantly (80%) coloured within the range of greens, greys and browns.
- o 40% of one façade of any building can be coloured in an alternative colour.
- o Colour highlights are encouraged.
- o Board form/textured concrete should be in a moderate to dark gray colour, sympathetic to schist stone.



→ Terraced homes



→ Variation in form, materials and colour



→ Horizontal element incorporate outdoor living spaces

- o Cedar or other timber can be left to grey.
- o Copper

###### Glazing:

- o Windows should be of a low reflective material.
- o No more than 30% of any façade that does not face north should be glazed.

###### Doors:

- o Doors are encouraged to be creatively designed.
- o Doors are not subject to any other design controls.

**Roofs:**

- o Roofs can be flat, gabled, mono-pitched, salt box, mansard, butterfly, hip and valley or a combination of any two of these roof forms.
- o Roof gardens are encouraged.
- o No roof pitch should exceed 35%
- o The following is considered appropriate roofing material:
  - Profiled steel
  - Membrane (flat roofs only)
  - Cedar shakes
  - Zinc tray
  - Vegetated

**Roof colours:**

- o Membrane of flat roofs are not required to be coloured.
- o Profiled steel, zinc tray and cedar shakes should be in an appropriately recessive colour in the shades of greys, browns and greens that are sympathetic to the colours and shades of Mount Iron.

**Other details:**

- o All gutters should be a colour and/or material to match or compliment either the roof or cladding.
- o All downpipes should be a colour and/or material to match or compliment either the roof or cladding.
- o All flashing should be a colour and/or material to match or compliment either the roof or cladding.
- o No PVC should be used

**Verandahs and balconies:**

- o Balconies are permitted on the first and second storeys of any building.

**4.1.2.2 Landscape Guidelines, MDR**

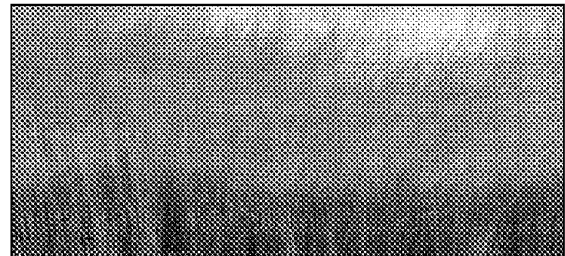
- o Structural trees should be used to create shade approximately every 20m in open spaces, except where spaces are intended to remain unplanted of sporting purposes.
- o Green spaces greater than 900m<sup>2</sup> are to contain the a combination of appropriate landscape furniture, for example; seating, picnic benches, BBQ's and children's play equipment.
- o Planting in open spaces should incorporate a minimum of 50% native species.
- o Fencing is not permitted within 4m of the road boundary.
- o Fencing can be a maximum of 1.8m high.



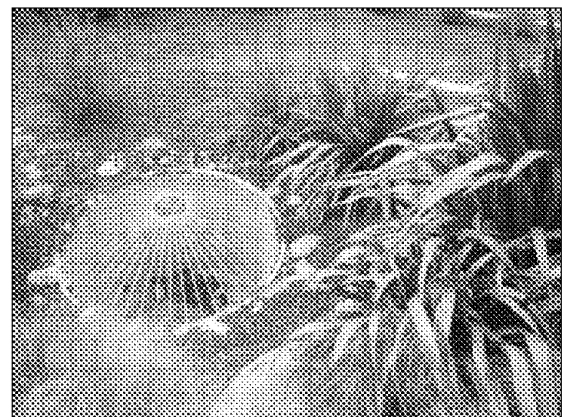
Kerb and channel for LIUD



Retention basins



Mass planting



LIUD

## 4.2 Low Density Residential

The Three Parks LDR zone is to incorporate 246 lots allowing for low density living within a close proximity to amenities such as open space, recreational areas and commercial zones. The location of the LDR is generally within walking distance to the Commercial Core and will be linked via a network of trails, green spaces and green streets. The Three Parks LDR is to be a safe neighbourhood with an eclectic mix of architectural styles with details linking them to the overall Three Parks aesthetic.

The design guidelines for the LDR zone are to provide a lenient pallet of material and styles to permit creativity and individuality and to allow for housing to be affordable. While colour is relatively restrictive, it is the intention that form and materials will allow architects and designers to creatively express the desires of the homeowner. Similar to the other Three Parks zones, colour highlights are encouraged.

### 4.2.1 Architectural Guidelines, LDR:

#### Building design:

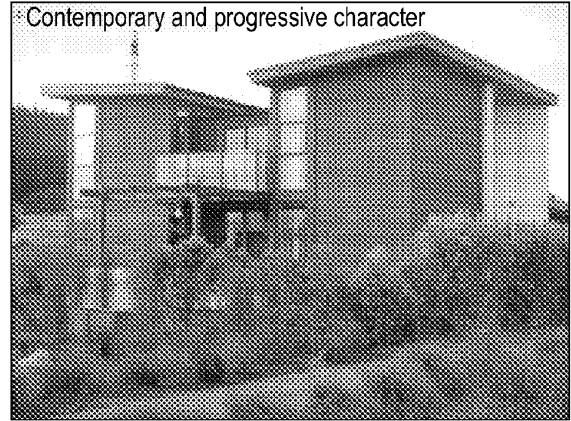
- o Creativity in form is encouraged including curved and angled walls, alternative window shapes, angles and bold forms.
- o While standard building design is acceptable, the Three Parks LDR zone seeks to display a mosaic of alternative home designs, representing a contemporary and progressive character.
- o Orientation of buildings to achieve maximum solar access as opposed to street frontage is acceptable.
- o Garages are preferred to be recessed from the street frontage or located where they are not visually prominent.

#### Exterior Wall Materials:

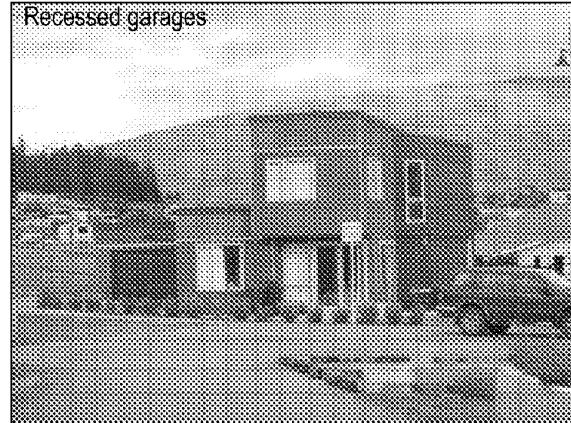
- o No building should use more than 2 materials in the general wall cladding with the exception of natural stone or timber being a third material. This does not include joinery, parapets or verandahs or chimneys or any extruding structural architectural detail.
- o The following wall materials are considered appropriate:
  - Concrete
  - Cedar or other timber, locally or sustainably sourced. Weatherboards or board and batten.
  - Steel; profiled, corten or sheet.
  - Natural stone including local schist or river stone gabion.
  - Plaster or rendered plaster.
  - Poured earth.
  - Natural earth brick.
  - Board form/textured concrete.

See Materials Pallet (Pg. 23)

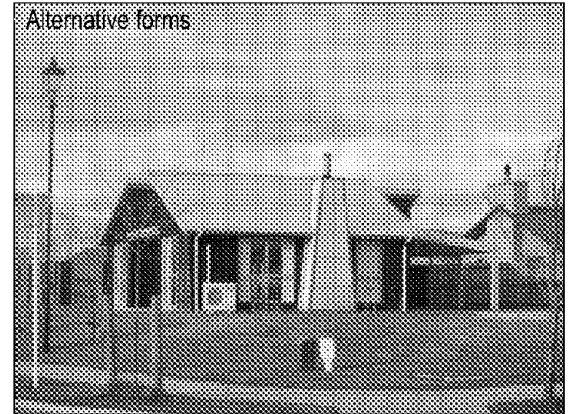
Contemporary and progressive character



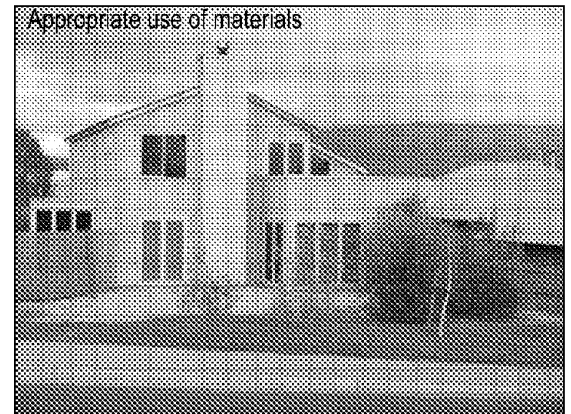
Recessed garages



Alternative forms



Appropriate use of materials



**Exterior Wall Colours:**

Wall colours are to emphasise the relationship of the buildings with Wanaka's natural environment. They are to be sympathetic to the colours and shades of Mount Iron and are intended to create a congruent, natural character that is in harmony with the materials pallet. Colour highlights are encouraged.

- o All walls should be predominantly (80%) coloured within the range of greens, greys and browns.
- o 40% or any one façade can be coloured in an alternative colour.
- o Cedar or other timber can be left to grey.
- o Colour highlights are encouraged on details.

See Colour Pallet (Pg. 25)

**Glazing:**

- o Windows should be of a low reflective material.
- o No more than 30% of any façade that does not face north may be glazed.

**Roofs:**

- o Roofs should be flat, gabled or mono-pitched, salt box, mansard, butterfly, dormer, hip and valley or lean-to.
- o Roofs should be a combination of no more than two of the previous styles, including ancillary buildings.
- o No roof pitch should exceed 35%.
- o Appropriate roof materials are:
  - Profiled steel
  - Membrane (flat roofs only)
  - Cedar shakes
  - Zinc tray
  - Vegetated.

**Roof colours:**

- o Membrane of flat roofs are not required to be coloured.
- o Profiled steel, zinc tray and cedar shakes should be in an appropriately recessive colour in the shades of greys, brown's and greens that are sympathetic to the colours and shades of Mount Iron.
- o All roofs of the same material should be of the same colour.
- o Two colours on the roof are permitted only where two materials are used.

**Other details:**

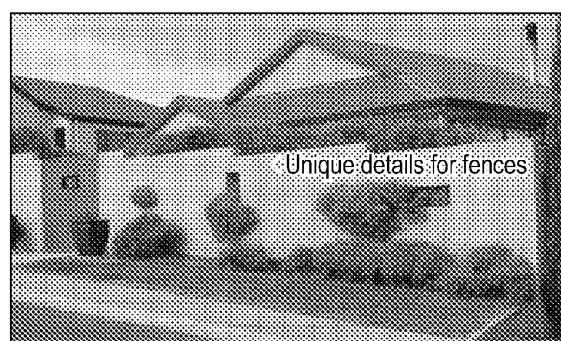
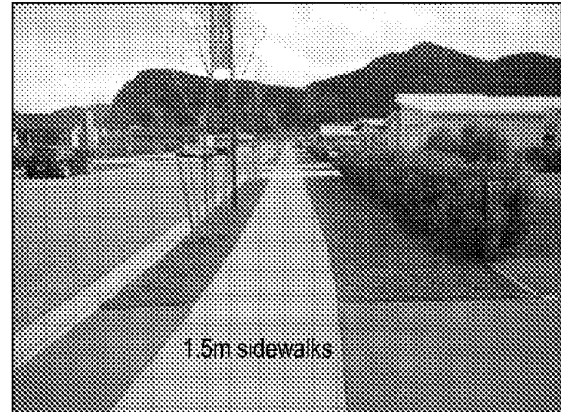
- o Colour highlights are appropriate on gutters, downpipes and flashing.
- o Doors are encouraged to be creatively decorated or coloured.

**4.2.2 Landscape Guidelines, LDR:**

To create a congruent landscape aesthetic in the Three Parks LDR these landscape controls seek to display uniformity along the streets using a distinct planting signature. Particular details will enforce the relationship of the LDR with the other subzones within Three Parks. The open space that penetrates the LDR will facilitate

pedestrian and cycling activity as well as other tradition open space amenity while also providing for low impact urban design.

- o Footpaths are to be a minimum of 1.5m wide
- o Footpaths are to be located on at least on side of every street and are not required on both sides of the street.
- o Grassed and vegetated swales are preferred to kerb and channel.
- o Street trees are to maintain a consistent pattern along the street.
- o Fencing shall be no more than 1.5m high.
- o Any fence that extends beyond 5 linear metres shall use screen planting on 50% of its elevation.
- o Fences should use unique details.



## 5 Business

The business zone is to allow for light industrial and commercial activities that would be inappropriate in the commercial core or mixed use sub zones. The business zone will be void of any residential component. The design guidelines for this zone are significantly less stringent and are intended to allow for the specific building requirement necessary for specialised industrial activities.

The Three Parks Rules as set out in part 12.26.6.3 of the Plan has laid out a set of rules to facilitate the Council's decision making process when granting future consents. These rules cover setbacks, recession planes and height restrictions in full detail. The following rules for the business are considered most relevant:

Extracted from part 12.26.6.3 of the Plan:

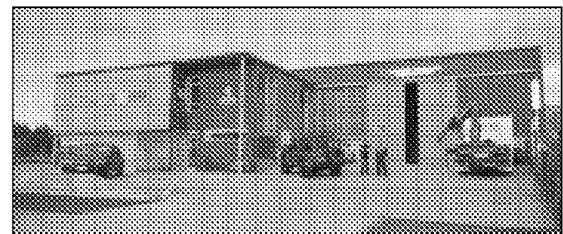
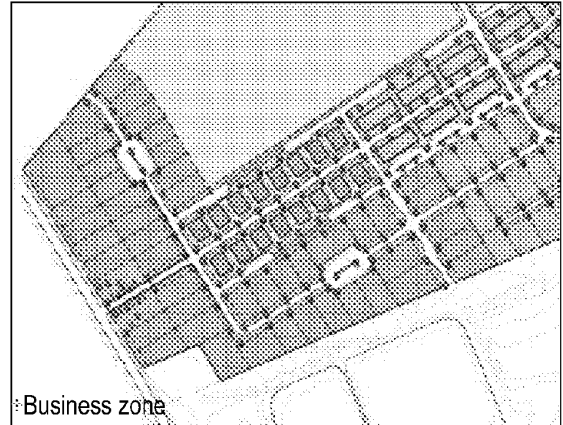
- Setbacks as per 12.26.6.3 (2, 3 & 4)
- 10% of each site should be a permeable surface. On sites that adjoin SH84, 20% should be permeable.
- A solid fence or planting of at least 1.8m in height should be on any boundary adjoining a residential zone.
- A minimum of 80% of ground floor facade facing Mainstreet should be glazing.
- Exterior lighting (not street lighting) should be wall washing, up-lighting or down-lighting.
- A change in building character should occur every 10m along Mainstreet.
- Building height and recession planes as per 12.26.6.3 (11)

### 5.1 Base Guidelines:

Architectural and landscape guidelines for the Business Zone of Three Parks are not to be restrictive in any way. It is accepted that business areas are not anticipated to meet aesthetic needs, but to be functional and meet the needs of the activity they provide for. The Three Parks Business Zone is adjacent to an existing business zone on the western side of Ballantyne Road. These neighbouring activities will be complimentary to each other when viewed from Ballantyne Road.

The rules set out in part 12.26.6.3 of the Plan are considered to be comprehensive and these design guidelines do not intend to place any economically restrictive architectural or landscape requirement on the business zone.

- o All buildings should be coloured within the range of colours shown in the colour pallet (Pg. 25).
- o Architectural detail including the use of materials stipulated in other Three Parks Zones is encouraged, especially on mainstreet facing facades.
- o Planting shall be used to soften the built form.
- o 90% of all plants used in on site landscape should be selected from the Planting Pallet (Pg. 26).

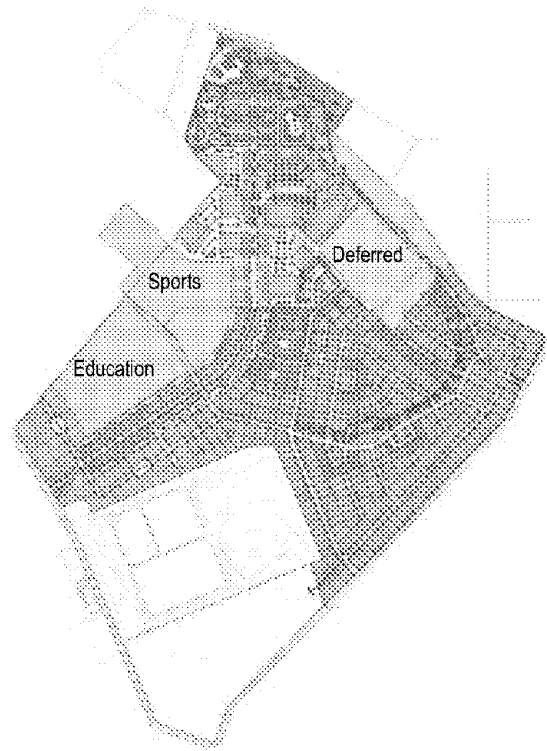


## 6 Other areas including the future education site, sports facility and deferred zones

Large areas of land have been set aside to accommodate the future needs of the Wanaka and Three Parks community. These areas are anticipated to facilitate sporting and education facilities while the activity in the deferred zone is yet to be determined. The Wanaka Events Centre, a long awaited facility for Wanaka is projected to be sited adjacent to the Mixed Use and Commercial Core of Three Parks in the sports facility area. The future education site is to accommodate the coming needs for increased education facilities within Wanaka.

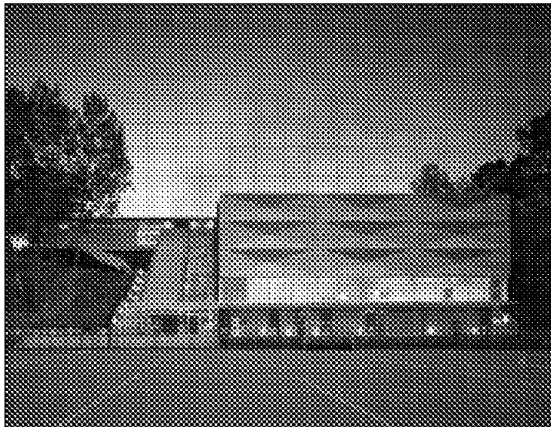
The following guidelines do not intend to limit any creativity in the design and layout of the future sports and education facilities. Overall it is expected that the architectural and landscape design of these large areas will adhere to the design philosophy of Three Parks and use materials and forms that are congruent with the adjoining zones.

In terms of the deferred zone; as the future activity of this area is yet to be determined the design guidelines for this zone will be drafted and attached to this document as an appendix at the time of activity determination. In general, the base guidelines as shown below will apply.

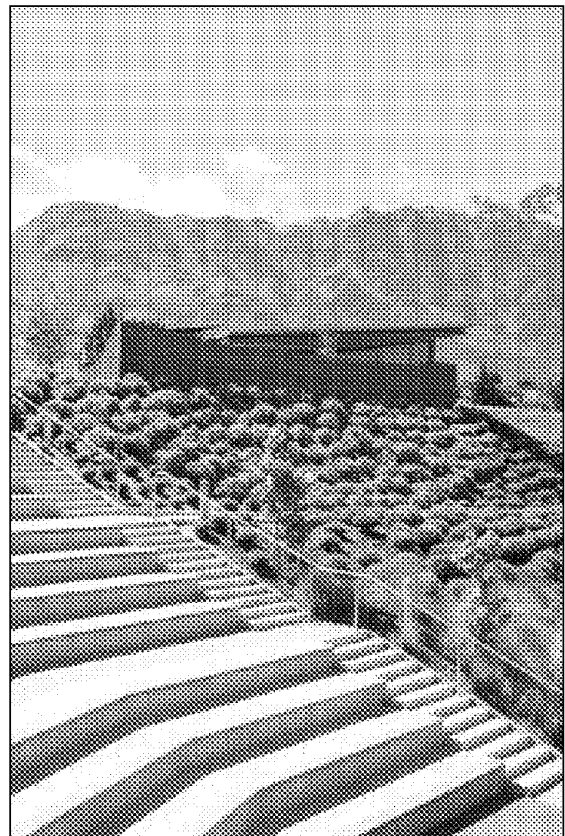


### 6.1 Base Guidelines:

- o All buildings should be coloured within the range of colours shown in the colour pallet (Pg. 25).
- o Architectural details including materials and forms should take cues from the Design Guidelines of the Mixed use and Commercial zones of Three Parks.
- o Creative, artistic forms and details that are emblematic of Wanaka's community spirit are encouraged.
- o Planting should be used to soften the built form, especially where large (over 4m in height) walls are present.
- o 90% of all plants used in on site landscape shall be selected from the Planting Pallet (Pg. 26).
- o Principals of CPTED shall be used in the design of all public spaces.
- o LIUD principals should be used in landscape design.

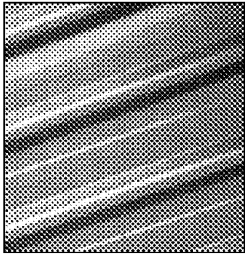


Use of creative, artistic forms

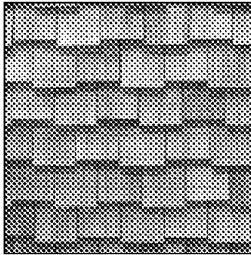


LIUD in landscape design.

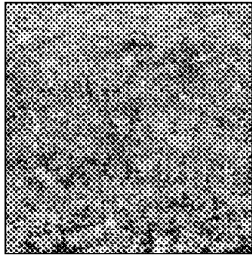
Appendix A: Materials Pallet  
Roofs



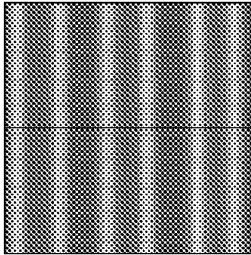
Zinc tray



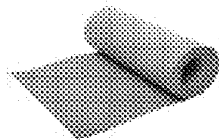
Cedar tiles



Vegetated



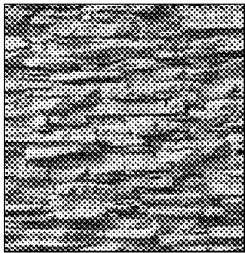
Profiled steel



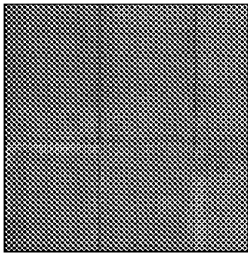
Membrane

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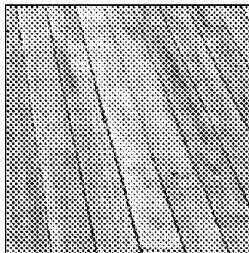
Exterior Walls



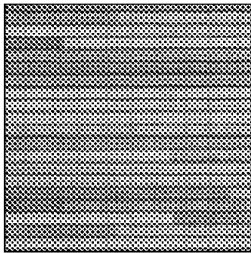
Schist and natural stone



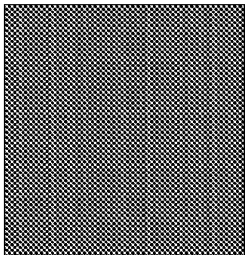
Corten Steel



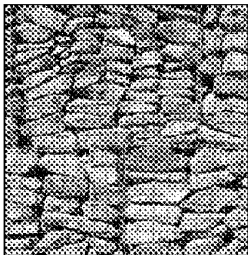
Timber board and batten



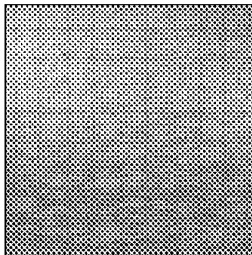
Cedar or timber weatherboard



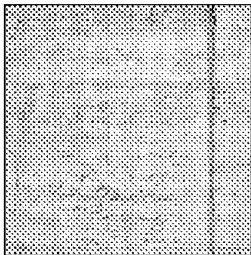
Profiled Steel



Gabion

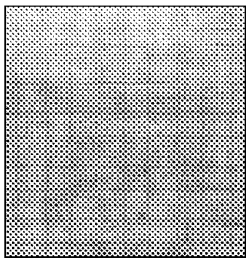


Textured concrete

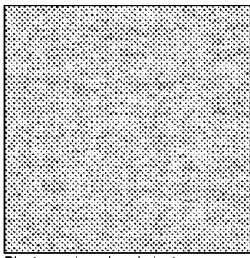


Poured earth

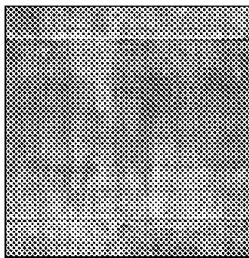
Exterior Walls (continued)



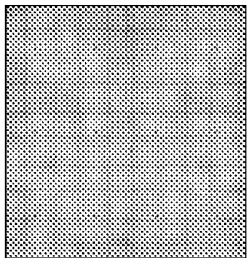
Board form concrete



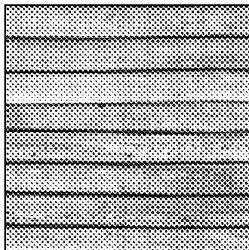
Plaster and rendered plaster



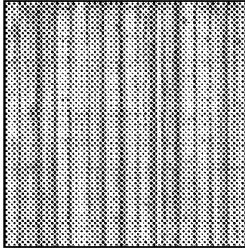
Copper



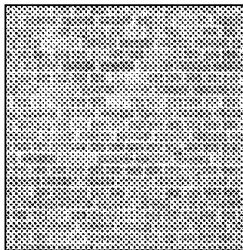
Pre-cast concrete



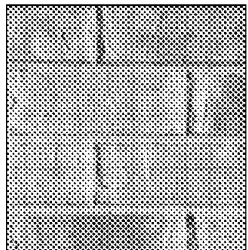
Timber weatherboards



Timber board and batten

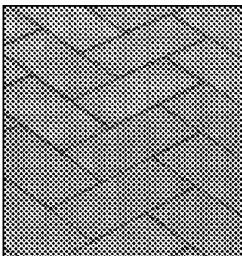


Brick

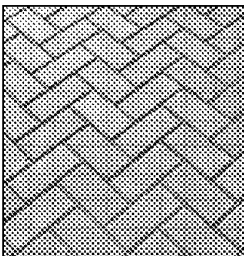


Natural earth brick

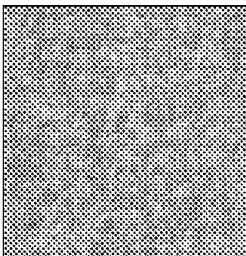
Surfaces



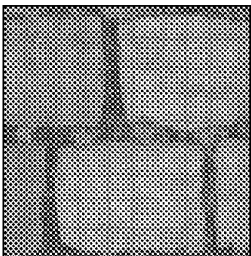
Herringbone coloured brick



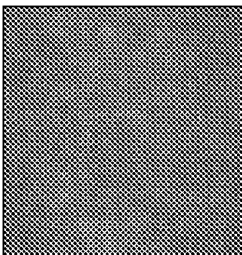
Herringbone pavers



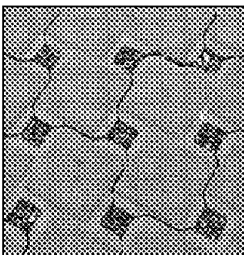
Exposed aggregate



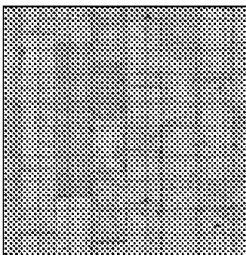
Cut stone



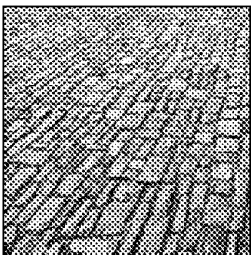
Bitumen



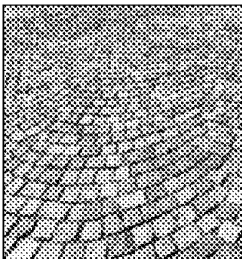
Permeable interlocking pavers



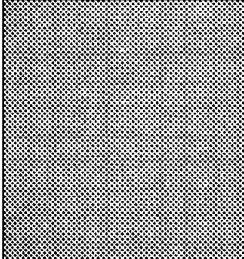
Brick pavers



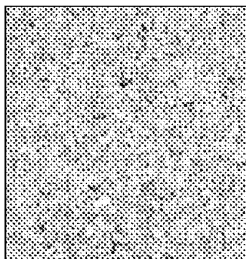
Cut stone



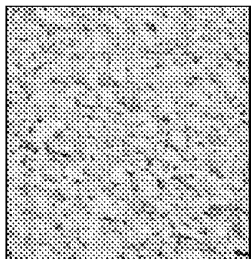
Cut stone



Crusher dust

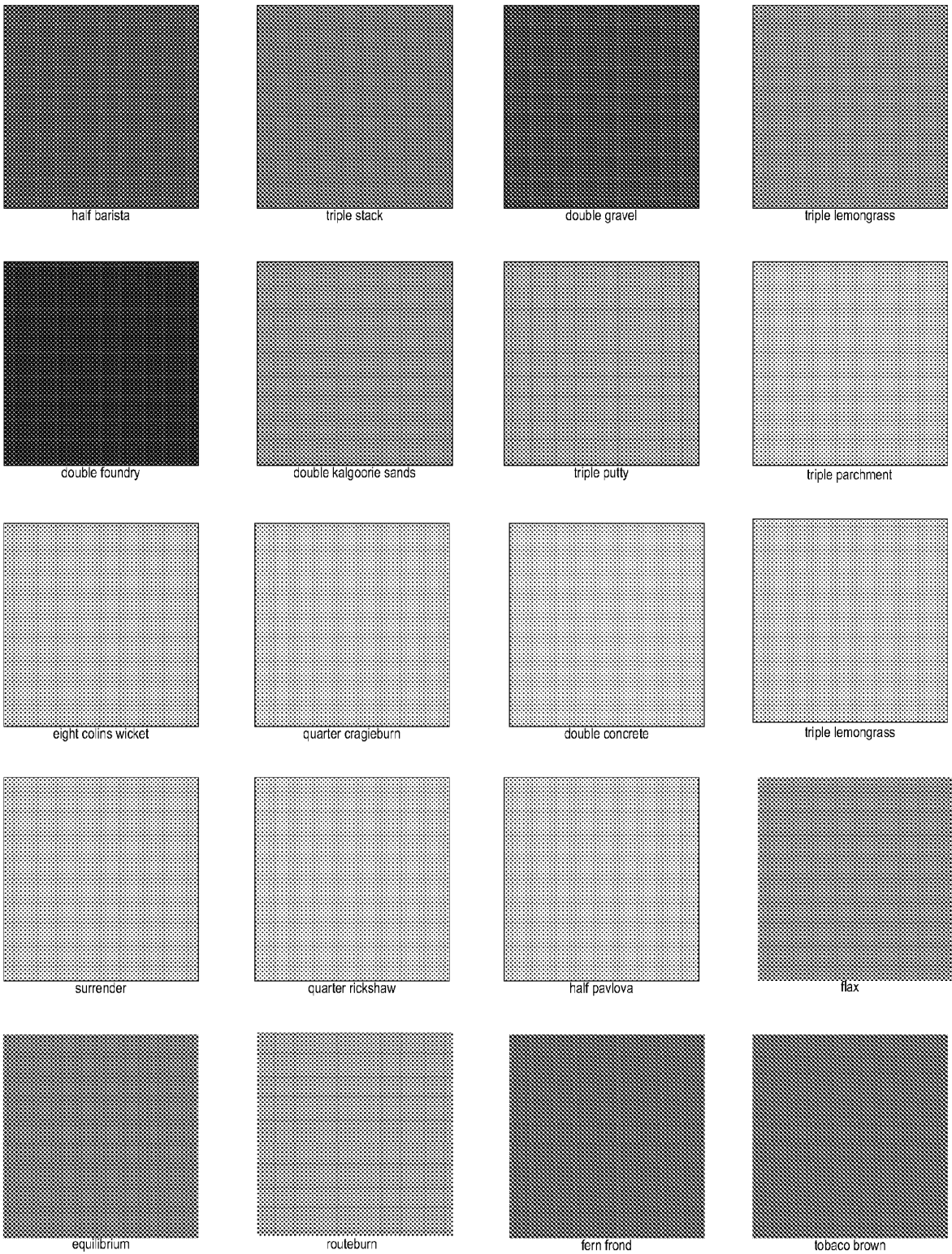


Chip seal

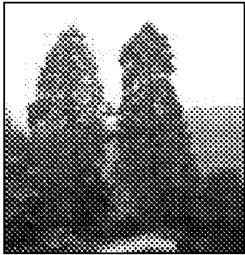


Other chip (lime)

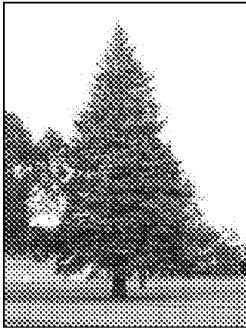
Appendix B : Colour Pallet The colours below are examples of appropriate recessive colours.



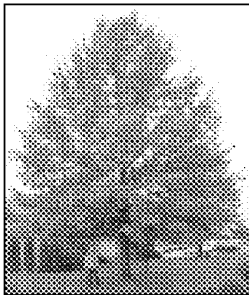
Appendix C : Planting Pallet : Examples of appropriate structural and street trees.



Wellingtonian



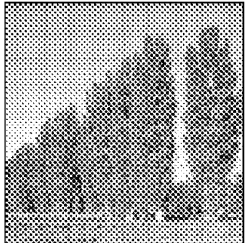
Spruce



Pin Oak



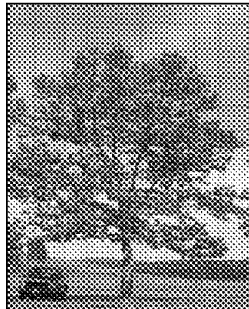
English Oak



Poplar



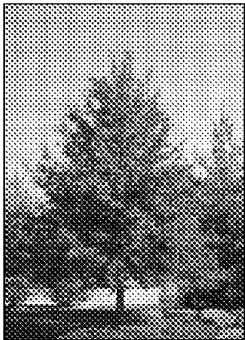
Norway Maple



London Plane



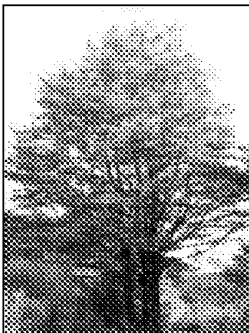
Oriental Plane



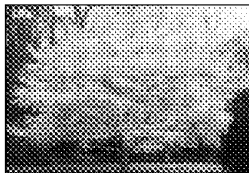
Pin Oak



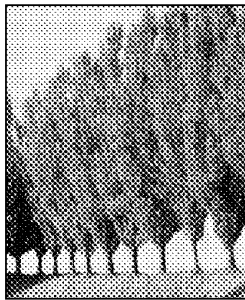
American Sweetgum



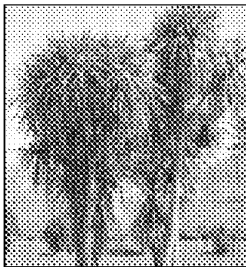
Mountain Beech



Flowering Cherry



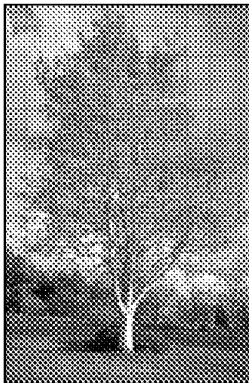
Poplar



Cabbage Tree



Freeman Maple



Silver Birch



Kowhai



Scots Elm

Appendix C : Planting Pallet : Examples of appropriate shrubs, grasses and perennials.



