

Property Info Pack

LOT Lot 4239
Tabor Place,
Te Whariki, Lincoln

Any questions? Ready to pursue this property? Contact Michael Calder
022 308 2210 michael@calderandco.nz

An aerial photograph of a residential development. In the foreground, a large, rectangular lot is outlined in white, indicating it is the subject of the property pack. The lot is currently vacant and appears to be a mix of grass and bare earth. Surrounding the lot are several completed houses with dark roofs and light-colored walls. A paved road runs along the bottom and right sides of the lot. In the background, there are rolling hills under a clear blue sky.

Calder & Co.

R E S I D E N T I A L

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BOUNDARY LINES DRAWN ARE APPROXIMATE ONLY

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Hello, Michael Calder here, I'm the listing agent for this property.

I'm a local Christchurch real estate specialist with more than seven years of experience selling Christchurch properties of all shapes and sizes. I'm excited to announce that I have left the corporate blue and have launched my own local real estate agency named, Calder & Co. Residential.

I'll continue to deliver the same professional service, marketing avenues and advice, but now I'm excited to offer my clients a fairer fee, a more personalised level of care and commitment.

Enjoy the information pack attached and if you have any questions at all, or if you'd like to pursue this property, let me know at your earliest convenience.

You can contact me on the details below or pop by our lounge for a change located at 149 Victoria Street, nearby our local Vic's Cafe. Have a lovely week ahead and enjoy the information within.

Kindly,



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Brand Owner & Residential Specialist

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Te Whāriki Masterplan



LEGEND




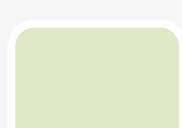


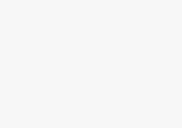

- Show Home Village
- Show Home Village - Existing
- Show Home Village - Proposed
- Sales Office
- Proposed future development
- Parks and Reserves
- Wetlands and Tussock
- Storm Water
- Natural Springs
- Cycle and Walkways
- Educational Panel
- Memorial Garden
- Playground

Please note
 This map is an indicative illustration and is to be used as a guide only. Whilst every care is taken to ensure that this plan is correct, it is an artist's impression and is subject to change without notice.
 Purchasers must rely on their own enquiries and refer to the Sale and Purchase Agreement. For more details regarding the development, or for further information and restrictions please contact the Sales Manager.
 As at March 2021

Wright Neighbourhood



LEGEND

-  Sections
-  Existing sections
-  Proposed Show Home Village
-  Proposed future development
-  Parks and Reserves
-  Natural Springs
-  Cycle and Walkways
-  Playground

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As at March 2021

Restrictive Covenants

Te Whāriki

**Wright Neighbourhood
Stage 4 C & D**

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RESTRICTIVE COVENANTS – TE WHĀRIKI –STAGE 4 C & D

1. INTERPRETATION

The following Restrictive Covenants are subject to amendments necessitated as a result of final survey plan changes and lot numbering, or local authority approval requirements, and developer separation of covenants documents at its discretion.

2. THE GRANTOR AND THEIR SUCCESSORS IN TITLE SHALL NOT:

2.1 Subdivision

Further subdivide any Residential Lot (as defined in clause 2.16(a)) on (DP [TBC]) whether by way of cross-lease, unit title, subdivision into separate lots or in any other way PROVIDED HOWEVER that this restriction will not apply to a subdivision which has the effect only of adjusting the boundaries between two adjoining Lots.

2.2 Temporary Accommodation

Permit or suffer the property to be occupied or used as a residence either by the erection of temporary structures or the placing thereon of caravans or other vehicles used for human habitation.

2.3 Use Prior To Completion

Use the property as a residence before all of the following have been provided to the Grantee:

1. A Code Compliance Certificate issued by the Selwyn District Council unless section 362V(2) of the Building Act 2004 applies; and
2. A Producer Statement from a registered drainlayer certifying that all stormwater runoff from the dwelling drains into the Council stormwater network. This provision shall be deemed to have been satisfied 6 (six) months after the issuing of a Code Compliance Certificate for the first dwelling built on the Lot; and
3. The contact details including daytime phone number, email address and postal address for the registered proprietors as recorded on the record of title have been provided to the Grantee; and
4. On an ongoing compliance basis, that any subsequent registered proprietor has provided the same contact details in 2.3.3 above to the following email address prior to or on settlement of purchase: info@saunders.co.nz

2.4 Storage of Vehicles

Not permit any vehicles (including boats, trailers, caravans, house buses and motor-homes but excluding a motor car that is used on a regular basis) to be left parked or stored on the Lot in any structure such as a gazebo, lean-to or carport that is not fully enclosed, nor shall such vehicle be left, parked or stored on the Lot where it is visible from any road.

2.5 Noxious Weeds and Rubbish

Allow the accumulation or housing of any rubbish, noxious substances, noxious birds or animals which may be likely to cause nuisance or annoyance to the neighbouring occupiers or permit grass or weeds to grow to such a height as to become unsightly.

2.6 Animals

Permit any dog or other pet to be kept in or about the property which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision and in particular, without otherwise limiting this restriction, not to keep on or about the property any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila. The keeping of pigeons is expressly prohibited.

2.7 Signs

Permit any advertisement, sign or hoarding of a commercial nature (excluding a professionally made 'For Sale' sign not exceeding 2 square metres in size) to be erected on any part of the property or dwelling, including any sign indicating that the dwelling is a Showhome. PROVIDED HOWEVER that the Grantee shall, at its sole discretion, be entitled to exempt one or more lots of its choice from this restriction for a maximum period of 3 (three) years. Under no circumstances shall any signage be affixed to any of the decorative fences referred to in clause 2.9.

2.8 Gas

Allow any portable gas cylinders or bottles to be placed on the Lot which are visible from the road, but this does not apply to gas bottles for use with outdoor barbecues or free-standing outdoor gas heaters.

2.9 Decorative Fences – Reserve Boundaries

In respect of Lots 4201-4203, 4239, 4240, 4244, 4245, 4261, 4262, 4212, and 4211.

1. Remove or modify the decorative steel railing fences on the boundary between the Lot and the adjoining Reserve; and
2. Build or permit to be built any building or structure within 2 (two) metres of the boundary between the Lot and the adjoining Reserve. In this context a building or structure shall not include a swimming pool or any structure the sole purpose of which is for landscaping but shall include any additional fencing.

2.10 Dwelling Height

On any of the Lots other than Lot(s) 4201, 4205, 4206, 4209, 4210, 4213, 4214, 4217, 4218, 4220, 4229, 4236, 4237, 4254, 4314, and 4340 erect a dwelling greater in height than a single storey. However the Grantee may, at the Grantee's sole discretion, approve plans that have living areas situated within the roof cavity of a dwelling PROVIDED THAT there are no windows set into the roofline or gable area and that the only natural light permitted into the roof cavity is from skylights set into the roof. Any such approved dwelling plans shall not be deemed to be in breach of this clause by virtue of having living areas situated within the roof cavity.

2.11 New Materials

Erect or permit to be erected on the Lot any building using anything other than new materials PROVIDED THAT second-hand bricks may be allowed for exterior cladding at the Developer's discretion. No pre-lived in or pre-built dwelling shall be transported on to the Lot.

2.12 Non-permitted Cladding Materials

Construct any building on the Lot with an external cladding of unrelieved flat sheet fibrolite, hardiflex, galvanised steel or similar materials PROVIDED THAT this restriction shall not apply to the cladding of some soffits or gable ends.

2.13 Painting

Leave the outside of any dwelling unfinished, or any exterior walls or doors unpainted or unstained PROVIDED THAT this clause shall not apply where natural timber cladding or decorative brick, stone or concrete are used.

2.14 Building Materials

Use as a roofing material any material other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel) of a single colour or pre-painted long-run pressed steel (the use of zincalume shall not be permitted) , nor exterior cladding of material other than clay brick, weather-board, concrete block, masonry, stucco, solid plaster or glazing or a combination of the above. Preferred building materials are detailed in the Developer's Design Guidelines.

2.15 Fencing Materials

Erect or permit to be erected on the land any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron, or metal sheeting.

2.16 Boundary Fencing

a) Interpretation

"Double Frontage Lots" means Lots 4220, 4229, 4230, 4235, 4254, 4256, 4312, 4314, 4327, 4328, 4336, 4340, 4346, 4347, and 4350

"Maximum Length" means 50% of the length of the Road Boundary.

"Residential Lots" means all Lots on DP [TBC] excluding any Lot shown as Kiosk Site, Road or Reserve.

"Medium Density Lots" means Lots 4202, 4221-4227, 4231-4234, 4245, 4246, 4249, 4250, 4258-4261, 4267-4278, 4302, 4303, 4306-4308, 4319-4321, 4324, 4325, 4331, 4332, and 4341-4345.

"Road Boundary" means a boundary between a Lot and any legal road.

"Side Boundary" means a boundary between a Lot and an adjoining Lot that is not a Road Boundary.

"Total Length" means the total length of the fence taken in a line parallel to the road.

"Transparent" means able to be seen through either because no solid construction is present or because there are spaces between the elements used in the construction that are at least the same width as the elements themselves.

b) Road Boundary Fencing

The Grantor shall not permit any fence or other structure (other than a letterbox or a fence of the type referred to in clause 2.9) to be erected in the area between the Road Boundary and a line drawn parallel to the Road Boundary with the distance between such line and Road Boundary being determined by those parts of the dwelling closest to the Road Boundary.

c) **Road Boundary Fencing – Double Frontage Lots**

In recognition of the larger road boundary of these Double Frontage Lots, and the desirability of allowing privacy the Grantor shall be permitted to erect a fence closer to the boundary than provided for in clause 2.16(b) so long as the fence is erected at least 1 (one) metre from the road boundary and complies with the following requirements:

- i. The fence is no higher than 1.8 metres above finished ground level. The length of the fence does not exceed the 'Maximum Length'. By way of illustration only, the Grantee acknowledges that a curved fence, or fence that is parallel to the boundary but which has a return, will comply with this restriction notwithstanding that in overall length such fence may exceed the 'Maximum Length'; or
- ii. Compliance with the above 2.16(c)i and an exceedance of the 'Maximum Length' but the fence is at least partially 'Transparent' and has specifically been approved by the Developer pursuant to clause 2.20

d) **Side Boundary Fences**

Permit any fence to be erected on the common Side Boundaries between any Residential Lots within 1 (one) metre of the point where the side boundary meets the Road Boundary and providing the fence complies with the following requirements:

- i. The fence is a maximum of 1.2 metres in height within 1 metre of the point where the 'Side Boundary' meets the 'Road Boundary', and
- iii. The fence is raked at an angle of 30 degrees until it reaches its maximum height of 1.8 metres above finished ground level.
- iv. Notwithstanding clauses 3.17(a) and (b) above, the common 'Side Boundary' fences between the following Lots shall be exempt from the provisions of these clauses: Lots 4220:4221, 4228:4229, 4230:4231, 4235:4243, 4254:4255, 4256:4257, 4311:4312; 4313:4314, 4327:4062, 4328:4329, 4335:4336, 4339:4340, 4346:4418, 4347:4348, 4410:4350

2.17 Letterbox

Erect a dwelling without contemporaneously erecting a new letterbox of a design, colour and cladding consistent with the dwelling, or as approved by the Developer in accordance with clause 2.20.

2.18 Completion of Landscaping, Driveways and Paths

Permit the dwelling to be occupied unless all driveways and paths are completed in permanent materials, all wooden boundary fences are stained or painted and all unpaved areas are properly grassed or landscaped.

2.19 Satellite Dishes / Air Conditioning Units

1. Place or allow to be placed on the land or buildings any aerials or satellite dishes unless the same comply with the following requirements:
 - a) Have a maximum diameter of 1 (one) metre; and
 - b) Are situated at least 4 (four) metres from the front façade of the dwelling; and
 - c) Are mounted below the ridgeline of the roof.

2. Place or allow to be placed on the land or any part of the buildings any external air conditioning unit visible from the road frontage of the Lot.

2.20 Grantee to Approve Plans

Commence any work on the property:

- a) Without submitting to the Grantee for its approval all building plans, including site plans (showing the position of the vehicle crossing) specifications, external colours, fencing and fencing design and positioning, landscaping plans (which shall be prepared by a qualified landscape designer) and builder. Sole discretion lies with the Grantee in approving building, colours, site plans, specifications, fencing and landscaping plans which shall comply with the Design Guidelines provided by the Developer to the Grantee's satisfaction.
- b) Which does not conform to the plans approved by the Grantee. Any variation to or deviation from the approved plans will be a breach of this clause and subject to the provisions of clause 4.

PROVIDED THAT this clause 2.20 only will cease to apply and be of no further effect from the date that a Code Compliance Certificate is issued for the first dwelling to be built on the Lot.

FOR THE AVOIDANCE OF DOUBT the covenants detailed in this land covenant are continuing obligations that require continuing compliance, and specifically the Grantor's attention is drawn to the fact covenants 2.9, 2.15, and 2.16 regarding fencing are continuing compliance covenants that must be adhered to at all times, and further or additional fencing is subject to enforcement action under this Covenant

AND FURTHER PROVIDED THAT the Grantor acknowledges that the Grantee has no legal responsibility or liability for the enforcement, enforceability or applicability of these covenants on an on-going basis.

2.21 Construction Fencing

Commence construction until temporary fencing has been erected on the entire length of all unfenced boundaries. The temporary fence must comprise removable wire or shade cloth (or other see-through material), be a minimum of 1.2 metres in height and have a rigid frame and in all circumstances be acceptable to the Developer at their sole discretion, and provide only one vehicle access to the lot from the road or right-of-way.

2.22 Construction Zone Areas

Commence construction until a vehicle crossing of no more than 6 (six) metres width has been installed in a position approved by the Grantee, the kerb cut down at the crossing and the driveway from the road to the Lot formed and suitable based. The Grantor shall not make any use of the adjoining Lots (whether occupied or not), any berms (except at designated crossings) or footpaths for construction work or for access by vehicles.

2.23 Health and Safety Requirements

Permit any construction unless the building site complies with the requirements of the Health and Safety in Employment Act 1992 (or any enactment passed in its substitution) at all times.

2.24 Delivery of Materials

Undertake or permit during the course of construction the loading, unloading, delivery, or storage of building materials other than within the boundaries of the Lot.

2.25 Building Rubbish

Carry out any construction unless an adequate rubbish skip is present at all times (and regularly emptied or replaced) nor allow during the course of construction any rubbish to blow outside the boundaries of the Lot.

2.26 Washing of Vehicles

During the course of construction allow any vehicles to be washed down other than within the boundaries of the Lot.

2.27 Portable Toilet Facility

Permit the Grantor's construction workers or contractors to use the property or any other area on the Plan for toileting purposes. Prior to construction commencing, the Grantor shall provide a suitable portable toilet facility for use by the Grantor's construction workers and contractors.

2.28 Playground in Council Reserve

Permit or allow the Grantor to object to, complain, obstruct, hinder, bring any legal or other proceedings or actions or take any steps (whether directly or indirectly through another person in connection with the use, operation of, noise emanating from the neighbourhood playground on proposed Lot 402 on DP []).

3. DISPUTE RESOLUTION

- 3.1 Except as relates to the exercise of any discretion, opinion, approval or consent requested of the Grantee under these covenants, if any dispute arises between the parties concerning the covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.
- 3.2 If the dispute is not resolved within 20 (twenty) working days of the date on which the parties began their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.
- 3.3 If an arbitrator cannot be agreed upon within a further 10 (ten) days, then an independent arbitrator will be appointed by the President for the time being of the Canterbury branch of the New Zealand law society.
- 3.4 Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.

4. DEFAULT PROVISIONS

- 4.1 If there should be any breach or non-observance of any of these covenants and without prejudice to any other liability which the Grantor may have to any person having the benefit of this covenant, the Grantor will upon written demand being made by the Grantee or any of the registered proprietors of the Lots:

- 4.2 Pay to the person making such demand as liquidated damages the sum of \$100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made.
- 4.3 Remove or cause to be removed from the land any dwelling, garage, building, fence or other structure erected or placed on the land in breach or non-observance of the above covenants.
- 4.4 Replace any building materials used in breach or non-observance of the above covenants.

Further Terms of Sale

Te Whāriki, Lincoln

“Wright Neighbourhood” Stage 4 C&D

WRIGHT NEIGHBOURHOOD – STAGE 4 C & D

20. SUBDIVISION

- 20.1 Selwyn District Council have issued resource consent RC205181 / RC205182 (As Amended by RC205817 and RC205818) to subdivide the land in conformity with the attached plan and to enable a separate Record of Title to be issued for the property in relation to Stage 4 C & D Te Whariki.
- 20.2 The vendor will, with reasonable expedition and in accordance with the vendor's construction programme:
- a) Complete all works required to subdivide the Land in a good and competent manner, and in accordance with sound construction and engineering practice; and
 - b) Comply in all respects with the conditions contained in the consent or as may be varied by agreement with the Council; and
 - c) Prepare and submit a land transfer plan in accordance with the preliminary plan attached to the Council for its approval
- 20.3 The property is sold subject to all existing encumbrances, restrictions, easements and drainage rights and to any further encumbrances, restrictions, easements or consent notices as may be required in order to satisfy the conditions of the subdivision consent by the vendor, the Selwyn District Council or any other authority in respect of the subdivision plan. The purchaser agrees to purchase the property and take title subject to all such encumbrances, consent notices, restrictions, (including the restrictive covenants contained in Clause 25 hereof) easements and drainage rights.
- 20.4 The following are subject to any variation or alteration as required by the vendor, the Selwyn District Council or Land Information New Zealand as the case may be:
- a) All measurements and areas shown on the attached plan;
 - b) The layout and appearance of the overall subdivision of the vendor's land or any particular details of the vendor's development.
- The purchaser shall not be entitled to make any objection or requisition or claim for compensation in respect of any such variations or alterations to the Lot being sold unless the effect of such variation or alterations is to reduce the area of the property by more than 3% of the area shown on the attached plan.
- 20.5 The purchaser acknowledges that they (the purchaser) purchase the property solely in reliance upon the purchaser's own judgement and not upon any representation or warranty made by the vendor or any agent of the vendor. The purchaser acknowledges that the vendor intends to develop its land in stages and that the vendor has given no warranty that the title to the Lot being purchased will be available by any particular date.

21. FINANCIAL ARRANGEMENT RULES

The parties hereby agree that where in relation to this agreement it is or becomes necessary to determine “the consideration” for the purposes of Part EW of the Income Tax Act 2007 the purchase price payable hereunder is the lowest price the parties would have agreed on for the property that is the subject of this agreement for sale and purchase of property at the time at which this sale and purchase agreement for the sale and purchase of the property was entered into on the basis of payment in full at the time at which the first right in the specified property is to be transferred.

22. CREDIT CONTRACTS AND CONSUMER FINANCE ACT 2003

It is recorded that:

- a) The settlement date is the earliest date on which the parties would in any circumstances have agreed that the balance of the purchase price was to be payable; and
- b) Neither the period between the date of this agreement and the settlement date nor any other provision in this agreement evidences any deferment of the purchaser’s obligation to pay the purchase price for the purposes of Section 6 of the Credit Contracts and Consumer Finance Act 2003; and
- c) accordingly this agreement is not a “credit contract” for the purposes of or within the meaning of that Act.

23. NO CAVEAT

The purchaser agrees that neither the purchaser nor any person claiming through the purchaser will lodge a caveat against the title to the land or any part of it prior to the survey plan being deposited at Land Information New Zealand. In the event of the purchaser or any person claiming through the purchaser lodging a caveat the vendor may forthwith take all necessary steps at the purchaser’s cost to secure the immediate removal of such caveat from the title. If the purchaser registers any caveat or procures the registration of any caveat in contravention of this clause, the purchaser shall pay to the vendor liquidated damages of \$1,000.00 per day for so long as such caveat prevents the deposit of vendors plan of subdivision.

24. COMPLIANCE BOND

- 24.1 On settlement the purchaser shall pay to the vendor a Bond of \$2,500.00 (“the Bond”) which the vendor is entitled to apply towards the repair or reinstatement of any damage caused to the infrastructure of the subdivision or to any neighbouring lots during the course of construction of the dwelling, and to ensure ongoing compliance with the developer’s approval provisions of the land covenant. The procedure for the refund or retention of the Bond shall be as follows.
- 24.2 At any time up to six months after the issue of a Code Compliance Certificate for the first dwelling built on the Lot, the purchaser shall advise the Vendor that the purchaser wishes to have the property inspected for compliance with the developer’s approval (“Inspection Request”). The Inspection Request must be in writing and accompanied by a copy of the Code Compliance Certificate for the dwelling. The vendor specifically advises that it shall be a condition of the issue of an Inspection Notice that the purchaser has re-seeded and established the grass berm on the road frontage to the

lot following the completion of construction. It is the purchaser's obligation to control and advise their contractors accordingly.

- 24.3 As soon as practicable after receipt of the Inspection Request, a representative of the vendor will inspect the lot to determine if the conditions of the developer's approval has been complied with. Following the inspection the vendor will advise the purchaser if the property complies with the developer's approval, and if the property does not comply, what the purchaser is required to do to attain compliance ("Inspection Notice"). If the Inspection Notice advises that the property does not comply, the purchaser will have a period of two months in which to carry out the work necessary to attain compliance. If the purchaser does not carry out the work to the reasonable satisfaction of the vendor within the two month period (or such longer period as the vendor allows) the vendor will be entitled to retain the Bond. If the Inspection Notice advises that the property does comply with the developer's approval, and that there has been no damage to the infrastructure of the subdivision, the vendor will refund the Bond to the purchaser.
- 23.4 If the Inspection Notice advises that the building complies with the developer's approval, but that there has been damage caused to the infrastructure of the subdivision (roads, footpaths, berms, kerbs, trees and street furniture) or to any fences or neighbouring lots during the course of construction of the dwelling, the vendor will advise the purchaser of the particulars of the damage and will specify a reasonable time within which repairs or reinstatement of the damaged parts must be completed by the purchaser.
- 24.5 If at the expiry of the period referred to in 24.4 (or such later date as the vendor may agree in writing), the purchaser has not repaired or reinstated the damage, the vendor will be entitled to apply the Bond in meeting the costs of repair or reinstatement, and any amount remaining after the repair or reinstatement shall be refunded to the purchaser.
- 24.6 The vendor is not obliged to hold the Bond in a separate account nor to account to the purchaser for any interest earned on the Bond.
- 24.7 If the purchaser does not apply in writing for the refund of the Bond within six months of the issue of a Code Compliance Certificate for the dwelling, the vendor shall be entitled to permanently retain the Bond.
- 24.8 In the event that the purchaser sells the lot without building on it, the vendor shall continue to hold the Bond on the terms set out above and will make any refund of the Bond to the owner of the Lot at the time the dwelling is built. It is recommended that the purchaser make provision in any agreement to sell the lot for the party purchasing to refund the Bond to the purchaser direct.
- 24.9 For the avoidance of doubt, nothing in this clause 24 shall override the land covenants to be registered in accordance with clause 25 and the developer may enforce the default provisions contained within the land covenants concurrently with the provisions of this clause.

25. RESTRICTIVE COVENANTS

- 25.1 It is acknowledged by the purchaser that the covenants set out in Appendix A are to be registered for the benefit of all of the residential lots on the plan of subdivision to the intent that each of the residential lots will be subject to a general scheme and the purchaser agrees to be bound by the restrictive covenants as set out in Appendix A. The Vendor will register the restrictive covenants

prior to settlement. The vendor reserves the right to vary the land covenants in relation to fencing to take into account matters that may arise as the subdivision progresses including local authority requirements, and which the vendor in good faith considers might adversely affect the utility of any one or more lots, provided that any such changes do not negate the overall effect of the fencing provisions. The vendor reserves the right to register the covenants in one or more covenant documents for the vendor's ease of administration as developer.

- 25.2 The vendor draws purchaser's attention to the requirements of the Selwyn District Council set out in the annexed RC205181/205182 (As amended by RC205817 and RC205818) and the approved plan RC205817/RC205818 in terms of zoning amendments for particular lots together with the required consent notices and covenants to be registered pursuant to Selwyn District Council resource consent requirements.

26. FENCING BY VENDOR

- 26.1 The vendor shall fence the boundaries between the residential lots on the subdivision with a 1.8 metre high paling fence constructed of new materials and in compliance with the fencing provisions contained in the restrictive covenants. The vendor will use its best endeavours to complete the above fencing prior to settlement but the parties acknowledge that circumstances beyond the control of the vendor (such as adverse weather or supplies of fencing materials to the vendor's nominated fencing contractor) may prevent the completion of all of the fencing by the settlement date. In that event the vendor will complete the fencing as soon as it is practicable to do so and the purchaser will not be entitled to delay settlement or to withhold any amount on settlement. General Term 6.5 will not apply.
- 26.2 Where the purchaser is permitted to commence construction on the lot (having obtained all necessary local authority and Developer approvals) prior to the vendor having completed the fencing required under this agreement on the lot, the purchaser shall be required to erect and maintain construction / security fencing around the lot at all times, until the vendor has completed the requisite fencing under this agreement of the lot.

27. SETTLEMENT AND PAYMENT OF PURCHASE PRICE

- 27.1 The deposit shall be paid by one payment of \$[] being 10% of the Purchase Price payable to Saunders & Co Lawyers Trust Account (02-0865-0309680-03) on the date that this agreement is unconditional to be held as a stakeholder until the condition in General Term 9.9 is satisfied.
- 27.2 The balance of the purchase price, together with the other moneys payable by the purchaser under this agreement shall be paid five (5) working days after the date that the vendor's solicitor notifies the purchaser's solicitor that a Record of Title, as defined in Section 12 of the Land Transfer Act 2017, is obtainable ("Settlement Date").

28. PURCHASER'S CONDITIONS OF SALE

- 28.1 This agreement is subject to the purchaser obtaining finance on terms and conditions acceptable to the purchaser within 10 working days of the date of this agreement.
- 28.2 This agreement is subject to the purchaser being satisfied, after taking such advice as the purchaser may wish, that the property is in all respects suitable to the purchaser. The purchaser (or their solicitor) shall notify the vendor's solicitor within 10 working days from the date of this agreement as to the fulfilment or otherwise of this condition. This condition is inserted for the sole benefit of the purchaser.

29. CONTACT DETAILS

- 29.1 The purchaser acknowledges and agrees that the vendor shall require the purchaser to provide contact details including name, phone and email, for all purchasers purchasing in Te Whariki, and the vendor will maintain a database, and to release that information to neighbours and related parties that need to make contact with a lot owner for the purposes of fencing arrangements if necessary, or obtaining affected party approval requests for resource consents

30. RATES

- 30.1 Until the property is separately rated, the purchaser will, on settlement, refund to the vendor, a pro-rata share of the rates on the basis of an estimate of \$1,500.00 (including / excluding GST) per annum.

31. VEHICLE CROSSINGS & ACCESS POINTS

- 31.1 The purchaser acknowledges that if no vehicle crossing has been installed, the purchaser will be obliged to construct a kerb crossing and sealed driveway at the purchaser's expense as part of and prior to commencement of the dwelling construction. The purchaser shall not be entitled to any part of any applicable development bond paid by the vendor to Selwyn District Council.
- 31.2 The following Lots are required to access their Lots from the jointly owned access lots or from the private right of way and not from the road frontage:

- 4201, 4202, 4203, 4204, 4205, 4208, 4209, 4210, 4211, 4212, 4213, 4214, 4215, 4216, 4217, 4218 & 4219

32. NEIGHBOURHOOD PLAYGROUND

- 31.1 The purchaser acknowledges that it has been advised and had disclosed to it by the vendor that the developer intends, together with Selwyn District Council to establish and develop a neighbourhood playground on proposed Lot 402 Recreation Reserve 1 to vest in council. The Restrictive Covenants attached here in shall contain a reverse sensitivity covenant to prevent any subsequent complaint relating to noise or use of such neighbourhood facility.

Appendix 1 – Resource Consent Package





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier **892272**
Land Registration District **Canterbury**
Date Issued 04 October 2019

Prior References

836036

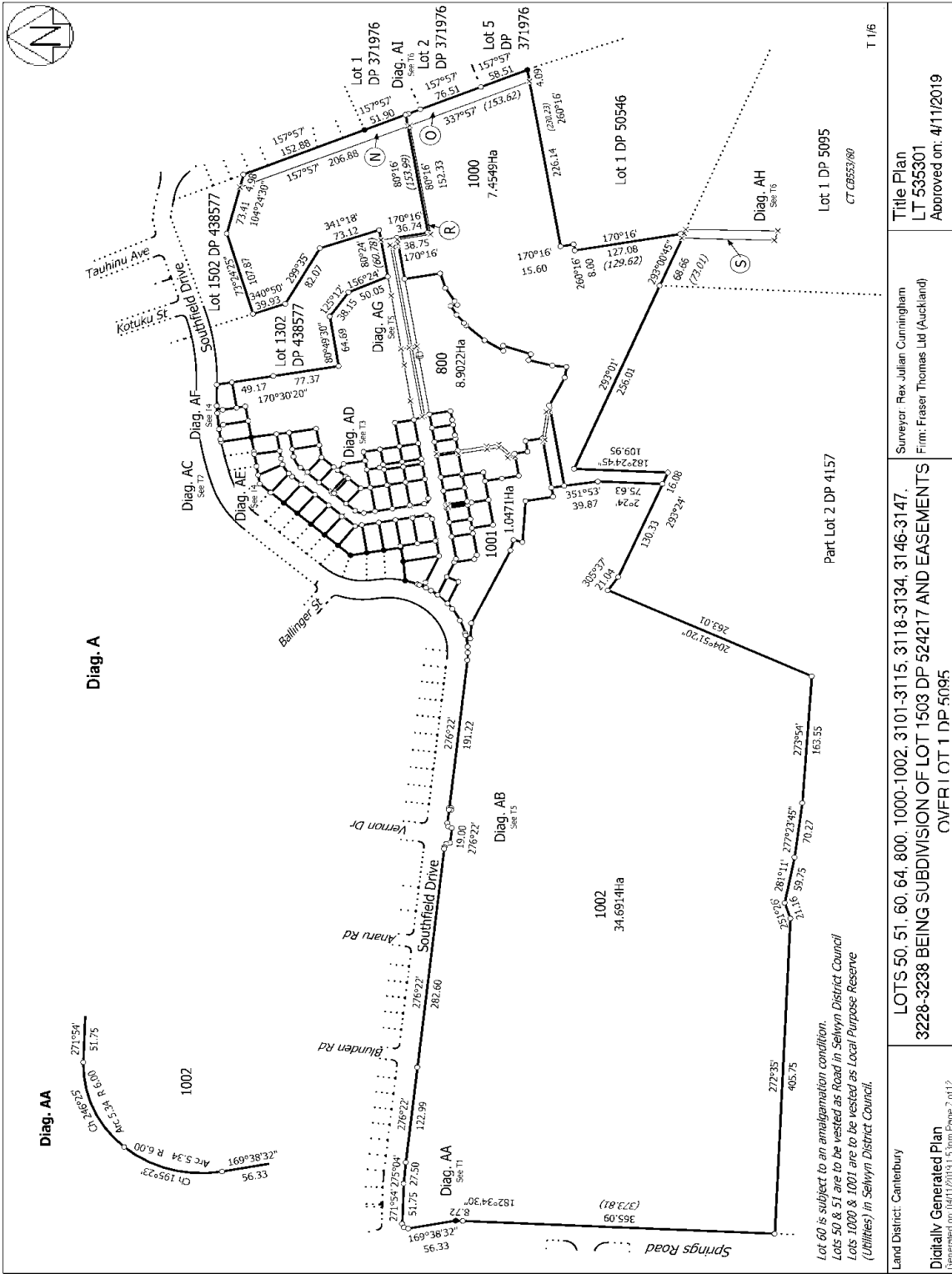
Estate Fee Simple
Area 34.6914 hectares more or less
Legal Description Lot 1002 Deposited Plan 535301

Registered Owners

Ngai Tahu Property Joint Ventures Limited as to a 1/2 share
Lincoln University Property Joint Venture Limited as to a 1/2 share

Interests

Subject to Section 59 Land Act 1948 (Affects part formerly Rural Section 39060 RT CB7C/218)
7544767.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 17.9.2007 at 3:32 pm
(Affects part formerly Lot 1503 DP 469036)
8285411.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 16.10.2009 at 12:20 pm
(Affects part formerly Lot 1503 DP 469036)
Land Covenant in Easement Instrument 9944197.12 - 23.2.2015 at 3:07 pm
Fencing Covenant in Deed 11460247.12 (Subject to Section 6(2) of the Fencing Act 1978) - 4.10.2019 at 11:50 am
11460247.19 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 4.10.2019 at 11:50 am



<p>Land District: Canterbury</p>	<p>Surveyor: Rex Julian Cunningham Firm: Fraser Thomas Ltd (Auckland)</p>	<p>Title Plan LT 535301 Approved on: 4/11/2019</p>
<p>LOTS 50, 51, 60, 64, 800, 1000-1002, 3101-3115, 3118-3134, 3146-3147, 3228-3238 BEING SUBDIVISION OF LOT 1503 DP 524217 AND EASEMENTS OVR I OT 1 DP 5095</p>		