

MCRAE & KNOWLER

PROPERTY BROCHURE

43 SHERBORNE DRIVE, ROLLESTON



43 SHERBORNE DRIVE, ROLLESTON

Deadline, Thursday, 21 August, 2pm (unless sold prior)

PARK OUTLOOK, PRIME LOCATION, MODERN COMFORT!

 3  2  2  173 m²  506 m²

Situated in a prime location with a park outlook, this beautifully designed home is just moments from schools, shops, eateries, the Selwyn Aquatic Centre and sports facilities. Offering all-day sun and privacy, it's a home that perfectly balances style, practicality, and convenience.

Step inside the light-filled open-plan kitchen featuring a near-new oven and dishwasher, with an under-bench hot water cylinder and gas hob – making the kitchen a joy to use whilst adding efficiency and ease. Enhanced by a stunning cathedral ceiling, you will enjoy the comfort of the open dining / living space with seamless indoor-outdoor flow to the patio, creating the perfect setting for entertaining.

The master suite features a walk-in robe, generous storage, and an ensuite, while two additional double bedrooms with built-in robes provide space for family or guests. A well-appointed family bathroom and separate WC ensure everyday functionality utilising reticulated gas hot water.

Practicality shines with an insulated and carpeted double garage offering attic storage via a pull-down ladder, drive-through access to a concrete pad, and a large garden shed.

Outside, landscaped gardens with irrigation invite you to relax in your own private retreat.

Year-round comfort is assured with two heat pumps and full double glazing.

This is a home where location, lifestyle, and quality comes together – ready for you to move in and enjoy.



SCAN TO DOWNLOAD
REPORTS AND SALE
PARTICULARS

TANYA MARILLIER

tanya@mkrealestate.co.nz

027 383 3844



LEGALS

Land area	506 sqm
Floor area	173 sqm
Tenure	Freehold
Rateable value	\$770,000
Land value	\$335,000
Improvements value	\$435,000
Rates	\$4,886.25
Council zone	Residential Zone A
Technical category	Rural/Unmapped

ENERGY

Heating	2 x Heat Pumps
Insulation	Yes
Windows	Aluminium, Double Glazed
Water heating	Gas & Electric in Kitchen (under bench cylinder)
Ventilation	Extractor Fans

CONSTRUCTION

Year built	2014
Exterior	Rockcote & Linear
Roof	Colorsteel

EDUCATION

Early childhood	BestStart, Kidsfirst
Primary	Lemonwood Grove Primary
Secondary	Rolleston College

CHATTELS

Auto Garage Door & 2 x Remotes, 2 x Clothesline, Dishwasher, Electric Over, Gas Cooktop, 2 x Extractor Fan, Fixed Floor Coverings, Garden Shed, 2 x Heated Towel Rail, 2 x Heat pump & 2 x Remotes, Light fittings, Range hood, Security System, 2 x Smoke Detector, Waste Disposal

NOTES



FLOOR PLAN

This floor plan including furniture, fixture measurements and dimensions are approximate and for illustrative purposes only.
BoxBrownie.com gives no guarantee, warranty or representation as to the accuracy and layout.
All enquiries must be directed to the agent, vendor or party representing this floor plan.

43 Sherborne Drive, Rolleston



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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

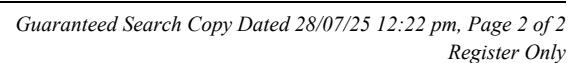
Identifier **637762**
Land Registration District **Canterbury**
Date Issued 18 December 2013

Prior References
630467

Estate Fee Simple
Area 506 square metres more or less
Legal Description Lot 339 Deposited Plan 471012

Registered Owners
Diane Isobel Higgins as to a 1/2 share
Diane Isobel Higgins as to a 1/2 share

Interests
9591095.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 18.12.2013 at 12:52 pm
Land Covenant in Easement Instrument 9591095.12 - 18.12.2013 at 12:52 pm (Limited as to duration)
Fencing Covenant in Transfer 9925762.2 - 17.12.2014 at 4:02 pm



View Instrument Details



Instrument No 9591095.12
Status Registered
Date & Time Lodged 18 December 2013 12:52
Lodged By Rankin, Timothy Eric
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers	Land District
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637679	Canterbury
637680	Canterbury
637681	Canterbury
637682	Canterbury
637683	Canterbury
637684	Canterbury
637685	Canterbury
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637718	Canterbury
637719	Canterbury

Affected Computer Registers	Land District
637720	Canterbury
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637722	Canterbury
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637761	Canterbury
637762	Canterbury
637763	Canterbury
637764	Canterbury

Affected Computer Registers	Land District
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637765	Canterbury
637766	Canterbury
637767	Canterbury
637768	Canterbury
637769	Canterbury
637770	Canterbury
637774	Canterbury
637775	Canterbury
637776	Canterbury
637777	Canterbury
637778	Canterbury

Annexure Schedule: Contains 10 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 ☒

I certify that the Mortgagee under Mortgage 9592528.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Timothy Eric Rankin as Grantor Representative on 16/12/2013 11:48 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Timothy Eric Rankin as Grantee Representative on 16/12/2013 11:48 AM

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

Schedule 1: Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown on DP 471012	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT <i>or</i> in gross)
Land Covenant (contained in Annexure Schedule 2)		See Annexure Schedule 2	See Annexure Schedule 2

**Easements or profits à prendre
rights and powers (including
terms, covenants, and conditions)**

*Delete phrases in [] and insert memorandum
number as required.
Continue in additional Annexure Schedule if
required.*

~~Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007.~~

~~The implied rights and powers are [varied] [negated] [added to] or [substituted] by:~~

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

~~[the provisions set out in annexure Schedule 2]~~

Covenant provisions

*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure schedule if required.*

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

~~[Annexure Schedule 2]~~

Form L

Annexure Schedule 2

Page 1 of 8 Pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

1. Land Covenants ("Covenants")

1.1. The Grantor and the Grantee wish to protect the visual concept and integrated appearance of the Faringdon Subdivision as a whole. To achieve this, the Grantor hereby covenants with the Grantee, as registered proprietors, as set out below and hereby requests that such covenants be noted against all the titles having the benefit and those having the burden of these Covenants.

1.2. These Covenants shall:

- (a) run with each of Lots **256 to 347** (inclusive), and **3005 to 3009** (inclusive) on DP **471012** (being Identifiers **637679 to 637770** (inclusive) and **637774 to 637778** (inclusive)) in the Faringdon Subdivision; and
- (b) be for the benefit of and appurtenant to each of Lots **256 to 347** (inclusive), and **3005 to 3009** (inclusive) on DP **471012** (being Identifiers **637679 to 637770** (inclusive) and **637774 to 637778** (inclusive)) in the Faringdon Subdivision; and
- (c) all expire on **1 January 2027** and be void for all purposes including antecedent breach.

Provided that and notwithstanding the foregoing, the within Covenants shall cease to have any effect on any allotments which shall vest or be dedicated as road or reserves in any subsequent stages of the Subdivision. Such date of cessation shall be the date of approval of the subdivision plan for the relevant stage by the territorial authority.

2. Interpretation

2.1. For the purposes of these Covenants:

- (a) **"Allow"** includes do, facilitating, permitting and suffering.
- (b) **"Building"** includes all structures and construction, including (but not limited to) dwelling houses, flats, units, garages, glass-houses and sheds.
- (c) **"Construct"** and **"Construction"** includes to install, erect, relocate, repair, renovate, replace or place on the Land, Lot or in any Building and also includes "Allow" to construct.
- (d) **"Construction Manual"** means the manual published by Faringdon setting out compliance issues for the design, building specifications, layout of Buildings together with the Landscape Features, and the use of the Land during the period of construction.
- (e) **"Corner Lot"** means any Lot having two street, reserve or right of way fronting boundaries.
- (f) **"Land"** and **"Lot"** means any lot having the burden and/or the benefit of these Covenants as described in clause 1.2 above.
- (g) **"Landscape Features"** includes all fences, walls, wind-breaks, washing lines, letterboxes, satellite dishes, street &/or house numbering and the design of that lettering or numbering), kerbs, footpaths, road frontages, planting of trees, shrubs and plants, driveways, driveway crossings, entranceways and concrete areas.

- (h) **"Faringdon"** means Hughes Developments Limited.
- (i) **"Primary Street Frontage"** means, in respect of a Corner Lot, the street facing boundary upon which the driveway has been or is to be constructed.
- (j) **"Secondary Street Frontage"** means, in respect of a Corner Lot, the street facing boundary upon which no driveway has been or is to be constructed.
- (k) **"Subdivision"** and **"Faringdon Subdivision"** means all of the Lots contained on **DP 460810**, **DP 467539** and **DP 471012**, and shall include any subsequent stages in the Subdivision.

2.2. The following provisions shall apply in the construction and interpretation of this instrument (unless the context otherwise requires):

- (a) the headings are for convenience only and shall not affect the interpretation of this instrument;
- (b) words importing the singular number include the plural and vice versa and the masculine gender includes the feminine and neuter genders and vice versa;

3. Approvals

3.1. All approvals or consents required by these Covenants shall be in writing from Faringdon (or its appointed agent) and shall be:

- (a) obtained by the Grantor prior to any work being carried out on the Land; and
- (b) shall be given or refused in the sole, absolute and unfettered discretion of Faringdon; and
- (c) subject to Faringdon reserving its right to approve requests for one party without creating any form of precedent for another party. Further, Faringdon may refuse an identical request from another party without having to give reasons.

3.2. When Faringdon exercises its discretion (as referred to in clause 3.1 above), it may also take into account its own assessment of the effects on any land, Building, the visual concept, or integrated appearance of all or any lots in the Subdivision.

3.3. Without limiting its discretion, Faringdon may refuse to approve some dwelling or alteration plans or landscape designs and plants if such could, in its sole opinion, have a shade or other detrimental or negative affect on other Buildings or other land in the Subdivision, now or at a later date.

3.4. The address of Faringdon (or its agent) for approvals is the office for the time being of Faringdon which at the date hereof is 8 Millbank Lane, Merivale, P.O. Box 848, Christchurch 8140.

4. Covenants

Building

4.1. Without first receiving the Approval of Faringdon the Grantor **shall not**:

- (a) Construct on the Land any relocated Building or any Building or Landscape Feature other than one constructed on site from new, unused materials.
- (b) Use exterior cladding of any material for any Building other than brick, colour steel, natural stone, textured plaster, stained timber plywood or stained timber weather-board, surface coated concrete block, stucco, linear weatherboards, solid plaster or glazing or a combination of the above.
- (c) Leave the outside of any Landscape Feature or Building unfinished, or any exterior walls or doors unpainted or unstained except where cedar cladding or decorative brick/stone are used.

- (d) Use as a roofing material on any Building any material other than:
 - (i) Tiles, (including clay, ceramic, concrete, decramastic, pre-coated or pressed steel), or
 - (ii) Colour steel (including pre-painted, long-run pressed or rolled steel), or
 - (iii) Wooden shingles, or
 - (iv) Slate, or
 - (v) Membrane roofing, or
 - (vi) Copper; or
 - (vii) A roofing material approved by Faringdon.
- (e) Allow the Land to be used for any form of temporary residential purposes either by the construction of temporary Buildings or by the placement of caravans, huts and/or vehicles able to be used for human habitation.
- (f) Allow any Building on the Land to be occupied as a residence in any way until, (with respect to all Buildings and Landscape Features on that same Lot):
 - (i) the Code Compliance Certificate(s) has been issued by either the Selwyn District Council or an approved Building Certifier; and
 - (ii) the Buildings and Landscaping Features have been completed in accordance with all the terms of these Covenants (including the terms of any approval granted by Faringdon) and the Construction Manual; and
 - (iii) all exterior work, decoration and final interior window coverings, as approved, are completely installed; and
 - (iv) all driveways, paths, fences and other Landscape Features are completed in accordance with these Covenants; and
 - (v) all unpaved areas viewable from the street are properly grassed or/and landscaped according to the approved plans.

Site Coverage

4.2. Without first receiving the Approval of Faringdon the Grantor **shall not**:

- (a) Construct or place or permit to be placed on the Land any Building (which is to be used as a residence):
 - (i) Which has a floor area of less than 140m² (including a garage under one roof) on Lots less than or equal to 550m² in area; or
 - (ii) Which has a floor area of less than 170m² (including a garage under one roof) on Lots more than 550m² in area but less than or equal to 650m² in area; or
 - (iii) Which has a floor area of less than 200m² (including a garage under one roof) on Lots more than 650m² in area.
- (b) Construct on any Lot more than one Building to be used as a residence.
- (c) Construct, what is in the reasonable opinion of Faringdon, a Building greater in height than one storey.
- (d) Construct on any Lot a single garage unless a separate car parking area is also provided within

the Lot which area shall not impede or otherwise interfere with clear access to the said garage.

Street Frontage

4.3. Without first receiving the Approval of Faringdon the Grantor **shall not**:

- (a) Construct or place or permit to be placed on any Lot which is not a Corner Lot any Building (which is to be used as a residence):
 - (i) Which has a building setback of less than 3.0m from the front boundary on Lots less or equal to 550m² in area, as set out in the appendices to the Construction Manual; or
 - (ii) Which has a building setback of less than 4.0m from the front boundary on Lots more than 550m² in area, as set out in the appendices to the Construction Manual.
- (b) Construct or place or permit to be placed on any Corner Lot any Building (which is to be used as a residence):
 - (i) Which has a building setback of less than 4.0m from the Primary Street Frontage boundary and a building setback of less than 3.0m from the Secondary Street Frontage boundary on Lots less than or equal to 550m² in area, as set out in the appendices to the Construction Manual; or
 - (ii) Which has a building setback of less than 4.0m from each of the Primary Street Frontage boundary and the Secondary Street Frontage boundary on Lots more than 550m² in area, as set out in the appendices to the Construction Manual.
- (c) Construct or place or permit to be placed on the Land (including a Corner Lot) any garage structure:
 - (i) Which has a building setback of less than 5.5m from the front boundary on any lot where the garage door faces the road, as set out in the appendices to the Construction Manual; or
 - (ii) Which has a building setback of less than 4.0m from the relevant boundary on any lot where the garage door does not face the road, as set out in the appendices to the Construction Manual.

Street Frontage for Lots adjacent to Dynes Road

4.4. Without first receiving the Approval of Faringdon the Grantor **shall not**:

- (a) Construct or place or permit to be placed on **Lots 256 and 257** (being Identifiers **637679** and **637680**) any Building:
 - (i) Which has a building setback from any boundary adjacent to Dynes Road of less than 3.0m, as set out in the appendices to the Construction Manual; and
 - (ii) Which does not have a house entry door directly facing Dynes Road, as set out in the appendices to the Construction Manual; and
 - (iii) Which does not have a habitable room window of at least 1.8m width directly facing Dynes Road, as set out in the appendices to the Construction Manual.

Landscape Features and Fences

4.5. Without first receiving the Approval of Faringdon the Grantor **shall not**:

- (a) Construct on the Land any Landscape Features, the plans and specifications of which have not been approved by Faringdon. Guidelines as to acceptable fence solutions are set out in the appendices to the Construction Manual.

- (b) Without limiting clause 4.5(a), construct on **Lots 293, 294, 324 and 325** (being Identifiers **637716, 637717, 63747 and 637748**) any fence on the boundary of the said Lot as is adjacent to a reserve (and extending 3.0m along the boundaries more or less perpendicular to the said reserves) other than a 1.2m high Stratco tubular "pool fence" which shall be satin black in colour and Flat Top in profile, as set out in the appendices to the Construction Manual, **nor shall** the Grantor be entitled to construct no fence at all on the boundaries set out in this clause 4.5(b).
- (c) Without limiting clause 4.5(a), construct on **Lots 283 to 288** (being Identifiers **637706 to 637711**), **293 to 295** (being Identifiers **637716 to 637718**), and **323 to 325** (being Identifiers **637746 to 637748**) any fence on the boundary of the said Lot as is adjacent to a right of way or utility lot (and extending 3.0m along the boundaries more or less perpendicular to the said right of way or utility lot) other than a 1.2m high Stratco tubular "pool fence" and which shall be satin black in colour and Flat Top in profile, as set out in the appendices to the Construction Manual, **nor shall** the Grantor be entitled to construct no fence at all on the boundaries set out in this clause 4.5(c).
- (d) Construct any fence at all on any common boundary between (i) any reserve or utility lot and (ii) a right of way, as set out in the appendices to the Construction Manual.
- (e) Allow boundary fences and/or Landscape Features on or near the side and rear Lot boundaries unless they:
 - (i) are set back at least 3.0 metres from the front or road boundary, as set out in the appendices to the Construction Manual; and
 - (ii) do not exceed 1.8 metres in height; and
 - (iii) are stained or finished before the dwelling house is occupied; and have the prior written plan and specification approval of Faringdon as a Landscape Feature; and comply with a specific open plan design specification of Faringdon for any part within three metres of any road (if approved by Faringdon at all), as set out in the appendices to the Construction Manual.
- (f) Construct on the Land any contractor's temporary fence other than as set out in the appendices to the Construction Manual.
- (g) Allow construction, maintenance or repair of footpaths, driveways, driveway crossings, entranceways and any concrete areas on the Land, the plans and specifications of which have not been approved by Faringdon. In particular, such driveway construction must be of one of the following: - plain concrete, exposed aggregate concrete, paving blocks, paving bricks, cemented stone or grouted tiles, asphalt concrete with concrete or tiled kerb edging.
- (h) Allow maintenance of any Building or Landscape Feature (including the fences and planting referred to in clauses 4.5 (a) - (g) (inclusive) above to deteriorate whereby the standard of presentation is either:
 - (i) less than that represented in the rest of the Subdivision, or
 - (ii) unreasonable, taking into account fair wear and tear and the original condition at time that the residential Building on the Land was occupied as a residence.
- (i) Erect any letterbox without prior approval of Faringdon.
- (j) Allow any satellite dish, garden statues, fountains or any other exterior ornamental decoration or similar garden or landscaping feature on the Land to be reasonably visible by any other occupier in the Subdivision standing on any kerb, street or road in the Subdivision.
- (k) Allow any advertisement, sign or hoarding of any kind to be erected on any part of the Land or any Building (except for compulsory statutory signage, real estate signage pending sale and

builder's signage during construction and pending sale). All such signage (including its construction and location) must be approved by Faringdon prior to construction.

- (l) Allow any Buildings, grass, weeds, rubbish, noxious substances or other deleterious matter on the Land, which is or is likely to become unsightly, or a nuisance or an annoyance to other occupiers in the Subdivision.

4.6. Subject to clause 4.7 below, the registered proprietor of any Lot who takes title with an approved boundary fence (on any side or rear boundary of the Lot) already constructed on it, which has been paid for in full by the adjoining Lot owner(s) or Faringdon (the "**Neighbour**") who remains unreimbursed for it, shall be liable to reimburse each such Neighbour for 50% of the actual or reasonable cost of that boundary fence.

Fencing Covenant

4.7. The Grantor shall be bound by a Fencing Covenant within the meaning of section 2 of the Fencing Act 1978.

Driveway Covenant

4.8. Without first receiving the Approval of Faringdon the Grantor **shall not** construct a driveway crossing other than as set out in the appendices to the Construction Manual.

4.9. Without first receiving the Approval of Faringdon the Grantor **shall not** construct a driveway crossing over a swale other than as set out in the appendices to the Construction Manual.

General

4.10. Without first receiving the Approval of Faringdon, the Grantor **shall not**:

- (a) Erect any Building or Landscape Feature, use any building plans, site plans, specifications (including all exterior colour schemes and window coverings or treatments), landscaping and/or all planting plans, fencing designs not approved by Faringdon prior to any site work or Building commencing.
- (b) Position any gas cylinders or heat pump within view from the road.
- (c) Position any boat, caravan, trailer or the like that is visible from the road.
- (d) Allow any animal (including dogs and other domestic pets) to be kept in or about the Land or Building that is, or is likely to cause, a nuisance or annoyance to other occupiers in the Subdivision or to detract from the Subdivision as a whole. In particular, not to allow on or about the Land any dog which in whole or in part, resembles any of the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds, without prior approval from Faringdon.
- (e) With the exception of Lots 3005 to 3009 (being Identifiers 637774 to 637778), allow a "*Subdivision of Land*" of the Lot (with the meaning given to those words by the Resource Management Act 1991).
- (f) With the exception of Lots 3005 to 3009 (being Identifiers 637774 to 637778) allow any easement or "*Easement Facility*" (as defined by the Land Transfer Regulations 2002) to be agreed to, granted or registered on the Lot.
- (g) Allow any gas cylinders to be kept on that Lot, with the exception of those customarily used for BBQ's.

Consent Matters

4.11 The Grantor:

- (a) Will not directly or indirectly in any manner oppose, object to or appeal and applications for resource consents, Plan change applications, or other consents or approvals (including appeals) by the Grantee in relation to land in the Subdivision, or the Rolleston district but will support, give consent to and sign any consents or other forms required by the Grantee

to such applications or appeals; and

- (b) Will sign any other related or associated documentation to give effect to this clause 4.11 and its general tenor.

4.12 Clause 4.11 shall not enure for the benefit of any subsequent purchaser for value of a dominant tenement.

5. Enforcement

5.1. If there is any breach or non-observance of any of the foregoing Covenants (and without prejudice to any other liability which the Grantor may have to any other person having the benefit of these Covenants) the Grantor in breach agrees to and shall, at their cost, (with respect to each individual breach):

- (a) Upon written notice being given by the Grantee, (or its agent, or any other party having the benefit of these Covenants) to the party in breach, pay to each such notice giver agreed liquidated damages in the sum of \$100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date 30 days after the date upon which each written notice has been given; and
- (b) Forthwith upon receipt of such notice to remove or cause to be removed from the land any Building, planting, Landscape Feature or other item erected on the Land in breach or in non-observance of the foregoing Covenants; and
- (c) Forthwith upon receipt of any such notice to replace any such building materials or other non-conforming item used in breach or non-observance of the foregoing Covenants with the approved materials; and
- (d) Carry out such other remedial work specified in the notice and any other work so as to remedy such breach or non-performance of these Covenants.

5.2. The Grantee and the Grantor agree that Faringdon does not have nor shall have any legal responsibility or liability for the enforcement, enforceability, applicability or lack of action with respect to enforcement or applicability of any of these Covenants. In addition, apart from the exercise of its discretion with respect to consents, approvals or disapprovals of matters referred to in these Covenants, Faringdon does not undertake to enforce or monitor compliance of these Covenants. The Grantor (being the registered proprietors of Lots within the Subdivision) jointly and severally also agrees to keep Faringdon indemnified, free and harmless from any claim, liability, loss or action arising against it or its agents in this regard.

6. Dispute Resolution

6.1. Except as relates to the exercise of any discretion, opinion or consent requested of Faringdon under these Covenants, and without prejudice to the Enforcement provisions of this document, if any dispute arises between or among the parties concerning the Covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.

6.2. If the dispute is not resolved within twenty working days from the date on which the parties begin 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.

6.3. If an arbitrator cannot be agreed upon within a further ten (10) days, then an independent arbitrator will be appointed by the President for the time being of the New Zealand Law Society.

6.4. Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its Amendments) or any enactment passed in its substitution.

7 Severability

- 7.1 If any part of these Covenants are held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of these Covenants, which shall remain in full force.



View Instrument Details

Instrument Type	Transfer
Instrument No	9925762.2
Status	Registered
Date & Time Lodged	17 December 2014 16:02
Lodged By	Wood, Sharron Maree

Affected Computer Registers	Land District
637762	Canterbury

Transferors

Horncastle Homes Limited

Transferees

Brian John Brandt Higgins as to a 1/2 share

Diane Isobel Higgins as to a 1/2 share

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Luke William Hayward as Transferor Representative on 12/12/2014 07:46 AM

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 ☒

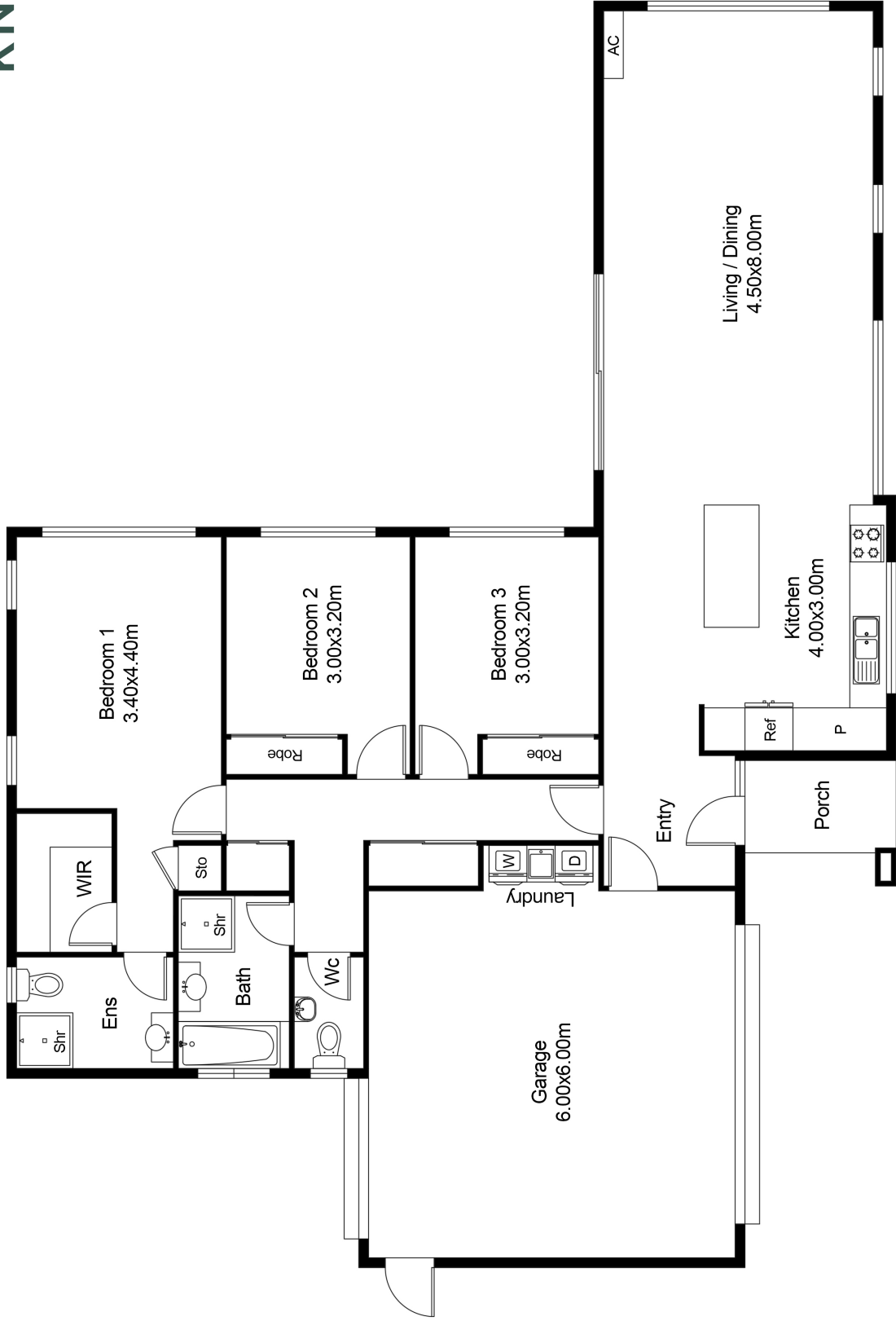
Signature

Signed by John Paul Wright as Transferee Representative on 17/12/2014 10:40 AM



View Instrument Details

*** End of Report ***



FLOOR PLAN

This floor plan including furniture, fixture measurements and dimensions are approximate and for illustrative purposes only. BoxBrownie.com gives no guarantee, warranty or representation as to the accuracy and layout. All enquiries must be directed to the agent, vendor or party representing this floor plan.

Code Compliance Certificate



Section 95, Building Act 2004

The Building

Street address of building: ⁴³ Sherborne Drive, Faringdon, Rolleston
Legal description of land where building is located: LOT 339 DP 471012
Building name: N/A
Location of building within site/block number: 5 Sherborne Drive, Rolleston
Level/unit number: N/A
Current, lawfully established, use: 2.02 Detached Dwelling
Number of Occupants: 4
Year first constructed: 2014

The Owner

Name of owner: Horncastle Homes
Contact person: Anna Cammock
Mailing address: P O Box 8255, Riccarton, Christchurch
Street address/registered office: P O Box 8255, Riccarton, Christchurch
Phone number: 3488905
Mobile: 3488905
Facsimile number: N/A
Email address: anna@horncastle.co.nz
First point of contact for communications with the council/building consent authority: Anna Cammock

Building Work

Building consent number: BC141231
Issued by: Selwyn District Council

Code Compliance

The building consent authority named below is satisfied, on reasonable grounds, that -

- the building work complies with the building consent.

Daryl Fortuin

Building Inspector

On behalf of: Selwyn District Council

Issue Date: 08 Dec 2014

Admin

From: [REDACTED]
Sent: Sunday, 1 February 2015 2:52 p.m.
To: [REDACTED]
Subject: FW: 43 Sherborne Drive, Rolleston

Diane Higgins

Mobile: [REDACTED]

From: Jenny Lilley [<mailto:Jenny.Lilley@selwyn.govt.nz>]
Sent: Friday, 30 January 2015 3:45 p.m.
To: 'Diane Higgins'
Subject: 43 Sherborne Drive, Rolleston

Hi Diane

Joanne from our Roding Team who issues the property numbers has responded to your query as below:

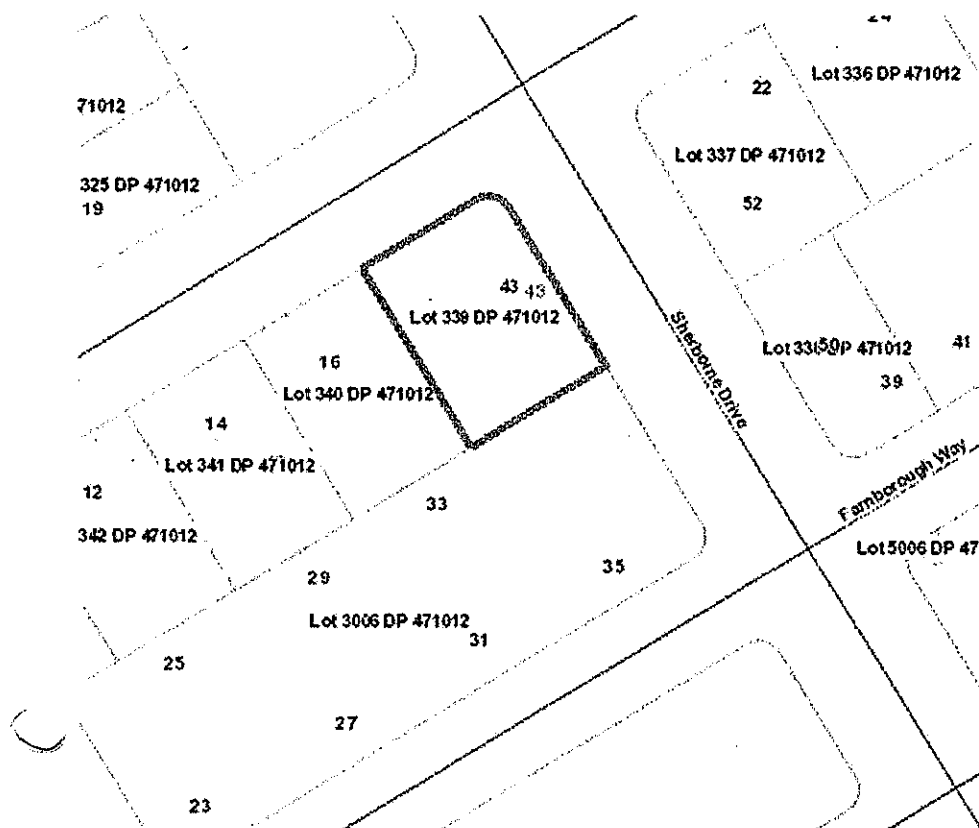
Unfortunately there are the odd times when a property number is issued incorrectly due to building consents being issued prior to titles being issued and variations being made to subdivisions that necessitate the change of a street address. When this stage of Faringdon was first mooted Sherborne Drive was numbered from your end, but the developer did a variation to the plan showing an extension of Sherborne Drive heading north meaning there would have been no numbers as you cannot use negative numbers when numbering properties. This necessitated numbering from the other end.

The correct street address of your property is **43 Sherborne Drive** as you have mentioned. The legal description is **Lot 339 DP 471012**.

I have contacted our rates department who have made the change to the location address. I have also contacted Quotable Value who are making the change to their records.

If you forward a copy of this email to your bank they will be able to make the adjustments necessary. With legal documents the important part is the legal description of the property as this only ever alters if the lot is subdivided. A street address can be changed although only on very exceptional circumstances.

Please forward this email onto anyone else who may query your address in future.



Regards
Jenny

Selwyn District Council, 2 Norman Kirk Drive, Rolleston 7614; Post: PO Box 90, Rolleston 7643, Christchurch
Phone: (03) 347-2800 or (03) 318-8338, Fax: (03) 347-2799
www.selwyn.govt.nz | m.selwyn.govt.nz | www.selwynlibrary.co.nz

Buying or selling your property?



New Zealand Residential Property
Sale and Purchase Agreement Guide





This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information

Where to go for more information

This guide is available in other languages. You can find translated copies of this guide on rea.govt.nz and settled.govt.nz.

The New Zealand Residential Property Agency Agreement Guide is also available on settled.govt.nz. The guide tells you more about the agreement you sign with the agency helping to sell your property.

We welcome any feedback you have on this publication.

The information in this guide was accurate when published. However, the requirements this information is based on can change at any time. Up-to-date information is available at rea.govt.nz.

Key things to know about sale and purchase agreements

- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- Even if a standard sale and purchase agreement is being used, you should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate some of the terms and conditions in a sale and purchase agreement.
- You can include additional clauses, such as what to do if there are special circumstances. Your lawyer plays an important role in providing advice on what the sale and purchase agreement should say.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- In most cases, the real estate professional is working for the seller of the property, but they must treat the buyer fairly.
- If your real estate professional or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you a valuation of your property by an independent registered valuer.
- The sale and purchase agreement is only available in English. You may need assistance interpreting it if English is not your primary language.

What a sale and purchase agreement is

A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property. It sets out all the details, terms and conditions of the sale. This includes things such as the price, any chattels being sold with the property, whether the buyer

needs to sell another property first or needs a property inspection and the settlement date.

A sale and purchase agreement provides certainty to both the buyer and the seller about what will happen when.



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

Different sale methods like tender or auction might mean the sale and purchase agreement can look different, but all sale and purchase agreements should contain:

- the names of the people buying and selling the property
- the address of the property
- the type of title, for example, freehold or leasehold
- the price
- any deposit the buyer must pay
- any chattels being sold with the property, for example, whiteware or curtains
- any specific conditions you or the other party want fulfilled
- how many working days you have to fulfil your conditions (if there are any conditions)
- the settlement date (the date the buyer pays the rest of the amount for the property, which is usually also the day they can move in)
- the rate of interest the buyer must pay on any overdue payments (such as being late on paying the deposit or the remaining amount at the settlement date).

General obligations and conditions you have to comply with

The sale and purchase agreement includes general obligations and conditions that you will need to comply with. For example, these may include:

- access rights – what access the buyer can have to inspect the property before settlement day
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs before settlement day
- default by the buyer – the buyer may have to compensate the seller if they don't settle on time, for example, with interest payments
- default by the seller – the seller may have to compensate the buyer if they don't settle on time, for example, by paying accommodation costs
- eligibility to buy property in New Zealand – people who have migrated to New Zealand may not be permitted to immediately buy property or may need to get consent from the Overseas Investment Office.

Your lawyer will explain these clauses to you.

Check...

Always check your sale and purchase agreement with a lawyer before signing.

Buying or selling a property where the owner isn't able to participate, like a mortgagee sale or deceased estate, can mean the real estate professional has limited information about the property. It pays to allow for this when deciding what conditions the buyer and seller might need.

Remember...

Before you sign a sale and purchase agreement, whether you're the buyer or the seller, the real estate professional must give you a copy of this guide. They must also ask you to confirm in writing that you've received it.

Specific conditions a buyer may include

Some buyers will present an unconditional offer, which means there are no specific conditions to be fulfilled. Some buyers will include one or more conditions (that must be fulfilled by a specified date) in their offer such as:

- title search – this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance – this refers to the buyer arranging payment, often requiring bank approval for a mortgage or loan
- valuation report – a bank may require the buyer to obtain a valuation of the property (an estimate of the property's worth on the current market) before they agree to a loan
- Land Information Memorandum (LIM) – provided by the local council, this report provides information about the property such as rates, building permits and consents, drainage, planning and other important information
- property inspection – a buyer paying for an inspection provides an independent overview of the condition of the property rather than relying on an inspection that has been arranged by the seller

- engineer's or surveyor's report – similar to the above but more focused on the entire section and the structure of the property
- sale of another home – the buyer may need to sell their own home in order to buy another.

The real estate professional helps the buyer and the seller to include the conditions they each want. Even though the real estate professional works for the seller, they also have to deal fairly and honestly with the buyer. While they're not expected to discover hidden defects, they can't withhold information and must tell the buyer about any known defects with the property. If a buyer needs time to check a property for defects, including a property inspection condition may be important.



What happens after you sign the sale and purchase agreement

Signing the sale and purchase agreement is not the end of the sale or purchase process.

Both parties work through the conditions until the agreement is unconditional

A conditional agreement means the sale and purchase agreement has one or more conditions that must be met by a specified date and before the sale goes through.

The buyer pays the deposit. Depending on what the sale and purchase agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. If the deposit is made to the real estate agency, it must be held in their agency's trust account for 10 working days before it can be released to the seller.

An agreement for sale and purchase commits you to buy or sell

Once you've signed the sale and purchase agreement and any conditions set out in it have been met, you must complete the sale or purchase of the property.

The length of time between the conditions being met and the settlement date varies. Settlement periods can be lengthy if the property hasn't been built yet or the sale and purchase agreement includes conditions for one party to buy or sell another property. The real estate professional has obligations to keep you informed of important updates that come up during this time.

Pre-settlement inspection

This is the chance for the buyer to check the property and chattels are in the same condition they were when the sale and purchase agreement was signed and to check that the seller has met any conditions, for example, there is no damage to walls or chattels haven't been removed from the property.

It's important to raise any concerns you find at the pre-settlement inspection with your lawyer and the real estate professional as soon as possible to allow enough time for an issue to be resolved. If it's less than 24 hours before settlement, the vendor may not be obligated to set things right.

Payment of a commission

Once the sale is complete, the seller pays the real estate professional for their services. The real estate agency usually takes the commission from the deposit they're holding in their trust account. The seller should make sure the deposit is enough to cover the commission. The real estate professional cannot ask the buyer to pay for their services if they have been engaged by the seller.

The buyer pays the rest

The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

Buying a tenanted property

If the property is tenanted, the agreement for sale and purchase should specify this. It may also contain a specific date for possession that may differ from the settlement date.

If the buyer requires the property to be sold with 'vacant possession', it is the seller's responsibility to give the tenant notice to vacate in accordance with the tenant's legal rights.

It is recommended that you seek legal advice if you are buying a property that is currently tenanted.

What happens if you have a problem

If something has gone wrong, first discuss your concern with the real estate professional or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the real estate agency or you don't feel comfortable discussing it with them, you can contact the Real Estate Authority (REA). We can help in a number of ways if your complaint is about the real estate professional. For example, we can help you and the real estate professional or agency to resolve

the issue and remind them of their obligations under the Real Estate Agents Act 2008. When you contact us, we'll work with you to help you decide the best thing to do.

Call us on **0800 367 7322**, email us at info@rea.govt.nz or visit us online at rea.govt.nz

About settled.govt.nz



Settled.govt.nz guides you through home buying and selling.

Buying or selling your home is one of the biggest financial decisions you will make. It's a complex and sometimes stressful process with potentially significant emotional and financial impacts if things go wrong.

Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers. You can find information about the risks and how they can impact you and get useful tips on how to avoid some of the major potential problems.

Settled.govt.nz will help to inform and guide you through the process from when you're thinking of buying or selling right through to when you're moving in or out. You'll find valuable information, checklists, quizzes, videos and tools. From understanding LIMs, to sale and purchase agreements, to when to contact a lawyer, **settled.govt.nz** explains what you need to know.

Settled.govt.nz is brought to you by the Real Estate Authority – Te Mana Papawhenua (REA).

For more information

For more information on home buying and selling, visit settled.govt.nz or email info@settled.govt.nz



About the Real Estate Authority – Te Mana Papawhenua (REA)

REA is the independent government agency that regulates the New Zealand real estate profession.

Our purpose is to promote and protect the interests of consumers buying and selling real estate and to promote public confidence in the performance of real estate agency work.

What we do

Our job is to promote a high standard of conduct in the real estate profession and protect buyers and sellers of property from harm.

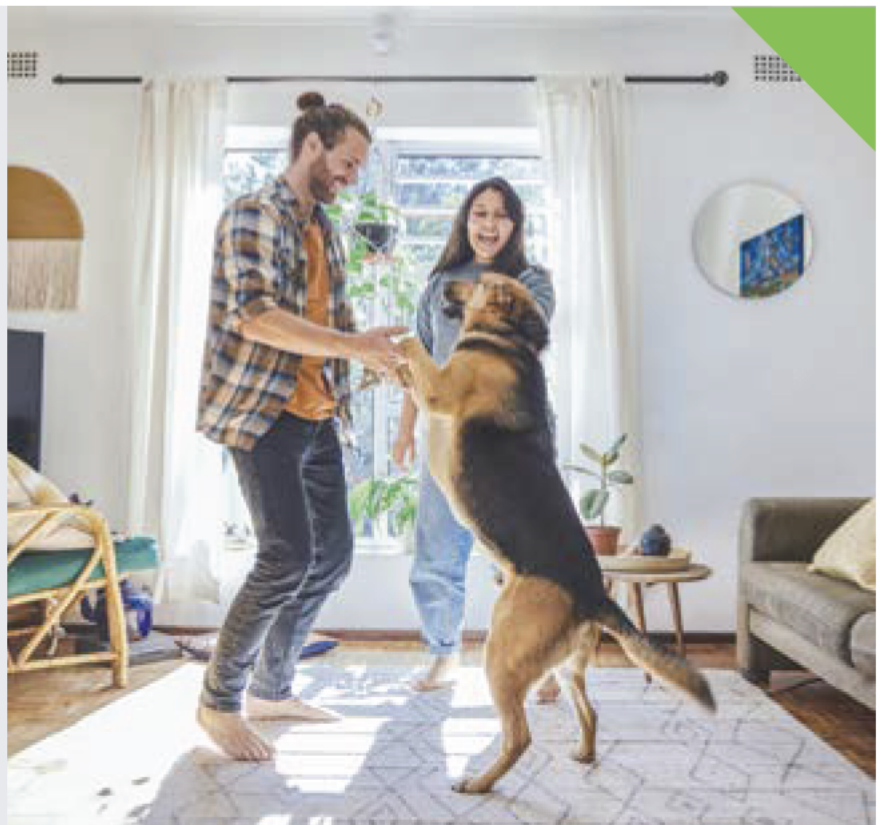
- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

- We maintain a Code of Conduct setting out the professional standards real estate professionals must follow.
- We maintain a public register of real estate professionals that includes information about disciplinary action taken in the last 3 years.

The Real Estate Agents Authority is a Crown agent, established under the Real Estate Agents Act 2008. The Real Estate Authority is the operating name of the Real Estate Agents Authority.

For more information

To find out more about
REA, visit rea.govt.nz,
call us on 0800 367 7322
or email us at
info@rea.govt.nz





INTRODUCING

TANYA MARILLIER

Having firmly established herself as a trusted local expert in Selwyn's real estate market, Tanya understands that buying or selling a home isn't just a transaction—it's a journey. With eight years of experience and over \$100 million in real estate sales, she brings passion, expertise, and meticulous attention to detail to every client and customer she works with.

Tanya's top priority is always her clients. She takes the time to listen, understand their needs, and tailor her approach to ensure the best possible outcome. "One-size-fits-all" Real Estate is not an ethos she believes in.

Her goal is to make the process smooth, stress-free, and even enjoyable. What truly sets Tanya apart is her commitment to delivering exceptional service beyond just the sale.

In a fast-paced and ever-changing property market, Tanya stays ahead by continuously refining her strategies and adapting to new challenges. She leverages cutting-edge tools, market insights, and innovative techniques to give her clients a competitive edge.

Before real estate, Tanya spent over 16 years excelling in corporate finance, administration, and office management. Her strong organizational skills, attention to detail, and client-focused mindset have been key to her continued success—just ask her happy clients.



SCAN TO REQUEST
A MARKET PRICE
UPDATE

This information has been supplied by the vendor or the vendor's agents. Accordingly McRae & Knowler is merely passing over the information as supplied to us by the vendor or the vendor's agents. We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all intending purchasers are advised to conduct their own due diligence investigation seeking the relevant independent legal or technical advice. To the maximum extent permitted by law McRae & Knowler do not accept any responsibility to any person for the accuracy of the information herein.

 tanya@mkrealestate.co.nz

 mkrealestate.co.nz

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