

PROPERTY INFORMATION

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STATEMENT OF PASSING OVER

This information has been supplied by the vendor or third party. A+S (Powered by Ownly Limited, Licensed REAA 2008) is merely passing over this information as supplied to us.

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To the maximum extent permitted by law we do not accept any responsibility to any party for the accuracy or use of the information herein.

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**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

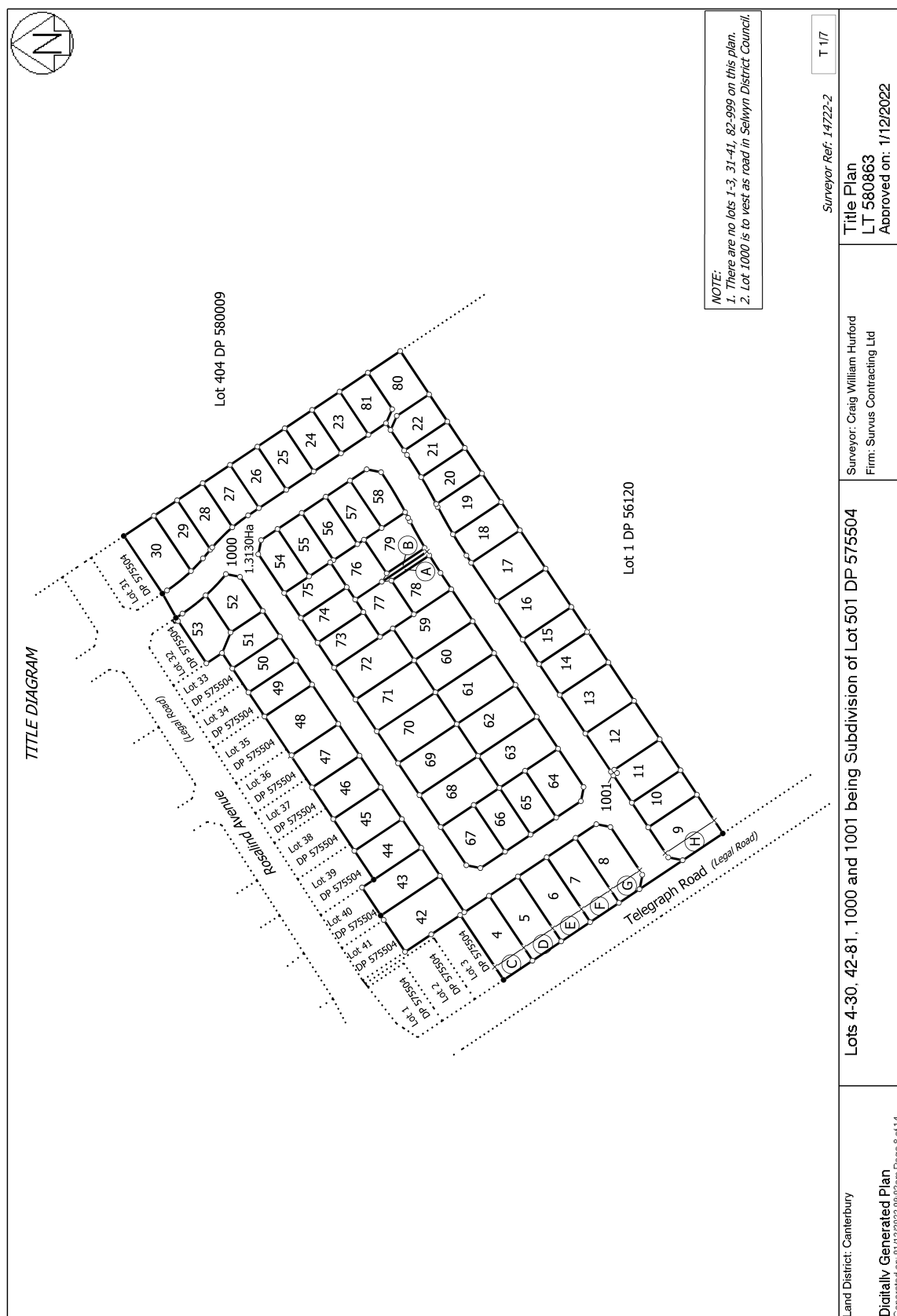
Identifier 1091019
Land Registration District Canterbury
Date Issued 15 December 2022

Prior References
1061374

Estate Fee Simple
Area 828 square metres more or less
Legal Description Lot 30 Deposited Plan 580863

Registered Owners
Olivia Louise Maat and Mark William Turner

Interests
Land Covenant in Covenant Instrument 12643236.1 - 21.12.2022 at 5:42 pm
12602935.3 Mortgage to ASB Bank Limited - 31.1.2023 at 3:58 pm



View Instrument Details



Instrument No 12643236.1
Status Registered
Date & Time Lodged 21 December 2022 17:42
Lodged By Bartlett, Rebecca Shannon
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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1090993	Canterbury
1090994	Canterbury
1090995	Canterbury
1090996	Canterbury
1090997	Canterbury
1090998	Canterbury
1090999	Canterbury
1091000	Canterbury
1091001	Canterbury
1091002	Canterbury
1091003	Canterbury
1091004	Canterbury
1091005	Canterbury
1091006	Canterbury
1091007	Canterbury
1091008	Canterbury
1091009	Canterbury
1091010	Canterbury
1091011	Canterbury
1091012	Canterbury
1091013	Canterbury
1091014	Canterbury
1091015	Canterbury
1091016	Canterbury
1091017	Canterbury
1091018	Canterbury
1091019	Canterbury
1091020	Canterbury
1091021	Canterbury
1091022	Canterbury
1091023	Canterbury
1091024	Canterbury
1091025	Canterbury
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1091027	Canterbury
1091028	Canterbury
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1091030	Canterbury
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1091032	Canterbury
1091033	Canterbury
1091034	Canterbury

1091035	Canterbury
1091036	Canterbury
1091037	Canterbury
1091038	Canterbury
1091039	Canterbury
1091040	Canterbury
1091041	Canterbury
1091042	Canterbury
1091043	Canterbury
1091044	Canterbury
1091045	Canterbury
1091046	Canterbury
1091047	Canterbury
1091048	Canterbury
1091049	Canterbury
1091050	Canterbury
1091051	Canterbury
1091052	Canterbury
1091053	Canterbury
1091054	Canterbury
1091055	Canterbury
1091056	Canterbury
1091057	Canterbury
1091058	Canterbury
1091059	Canterbury

Annexure Schedule Contains 4 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Graeme Hayward Skeates as Covenantor Representative on 21/12/2022 05:39 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Graeme Hayward Skeates as Covenantee Representative on 21/12/2022 05:39 PM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6263
COVENANT INSTRUMENT TO NOTE LAND COVENANT
 Sections 116(1)(a) & (b) Land Transfer Act 2017



Covenantor

Surname(s) must be underlined or in CAPITALS.

1906 TELEGRAPH ROAD LIMITED

Covenantee

Surname(s) must be underlined or in CAPITALS.

1906 TELEGRAPH ROAD LIMITED

Grant of Covenant

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		See attached.	1090993, 1090994, 1090995, 1090996, 1090997, 1090999, 1091000, 1091001, 1091002, 1091003, 1091004, 1091006, 1091007, 1091008, 1091009, 1091010, 1091011, 1091014, 1091015, 1091016, 1091017, 1091018, 1091021, 1091022, 1091023, 1091024, 1091025, 1091026, 1091027, 1091029, 1091031, 1091036, 1091037, 1091039, 1091042, 1091043, 1091044, 1091046, 1091047, 1091048, 1091049, 1091050, 1091051, 1091052, 1091053, 1091055, 1091056, 1091059, 1090998, 1091005, 1091012, 1091013, 1091019, 1091020, 1091028, 1091030, 1091032, 1091033, 1091034, 1091035, 1091038, 1091040, 1091041, 1091045, 1091054, 1091057, 1091058

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

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

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

[Annexure Schedule B _____].

BURDENED LAND

(Record of title)

1090993, 1090994, 1090995, 1090996, 1090997, 1090999, 1091000, 1091001, 1091002,
1091003, 1091004, 1091006, 1091007, 1091008, 1091009, 1091010, 1091011, 1091014,
1091015, 1091016, 1091017, 1091018, 1091021, 1091022, 1091023, 1091024, 1091025,
1091026, 1091027, 1091029, 1091031, 1091036, 1091037, 1091039, 1091042, 1091043,
1091044, 1091046, 1091047, 1091048, 1091049, 1091050, 1091051, 1091052, 1091053,
1091055, 1091056, 1091059, 1090998, 1091005, 1091012, 1091013, 1091019, 1091020,
1091028, 1091030, 1091032, 1091033, 1091034, 1091035, 1091038, 1091040, 1091041,
1091045, 1091054, 1091057, 1091058

SCHEDULE B

COVENANTS

- 1. Intent of Scheme**
 - 1.1** The Grantee acknowledges and accepts that the lots are or will be subject to a building scheme which will run with the land, applicable to and for the benefit of all the lots and that the owners and occupiers for the time being of each of the Covenanting Lots will be bound by the stipulations and restrictions contained in the covenants set out in this schedule.
- 2. Grantee's Covenants**
 - 2.1** The Guarantee, for itself and its successors in title, covenants with and for the benefit of 1906 Telegraph Road Limited and all and any of:
 - a. The Grantor and its successors in title; and
 - b. The registered owners for the time being of the Benefiting Lots, as set out in this document.
 - 2.2** The 1906 Telegraph Road Limited reserves the right at any time to waive or vary any of these covenants and if called upon to do so the Grantee will sign any documentation required to give effect to this waiver and/or variation.
 - 2.3** 1906 Telegraph Road Limited shall not be required to enforce these covenants notwithstanding that 1906 Telegraph Road Limited may retain ownership of lots in the development for a period of time.
 - 2.4** These covenants are time-limited and shall cease to remain in force on the 10th anniversary of the deposit of the subdivision plan.
- 3. Minimum Floor Area**
 - 3.1** No dwelling shall be constructed on any of the Covenanting Lots unless such dwelling (exclusive of any garaging which is attached to the dwelling, and which has internal access to the dwelling) has a floor area of 90 sqm or more.
- 4. Building Controls**
 - 4.1** Any building constructed on any of the Covenanting Lots shall be professionally designed to meet the following criteria.
 - a. Exterior cladding and roof colours shall be drawn from the natural range of browns, greens, and greys consistent with the background rural colours of the landscape of the area and shall be of low reflectivity with a Light Reflectivity Value of between 5% and 36%, except for roof colours which shall be between 5% and 15% and which shall have a matte finish. No second-hand materials shall be used in the exterior cladding and no untextured monolithic cladding shall be used for visible exterior surfaces (other than soffits).
 - b. No second-hand dwellings shall be sited on the Covenanting Lots. The only transportable dwellings permitted on the lots are new factory-built professionally designed transportable buildings in respect of which the manufacturer has obtained a Code Compliance Certificate from the local authority in the area in which it has been manufactured.
- 5. Business Use Restrictions**
 - 5.1** Each Covenanting Lot shall be utilised for primarily residential use and shall not be utilised for commercial or industrial use provided that home-based businesses with no impact beyond the home and permitted under the District Plan that are ancillary to the primary residential use are permitted.

6. Building and Fencing set back

- 6.1 Dwellings must be set back a minimum of 4.0 metres from the road-frontage boundary.
- 6.2 Rear Lot Fences must be as described in clause 7.1.a and must be set back 4.0 metres.
- 6.3 Front Lot Fences must be as described in clause 7.1.a and are permitted anywhere within the front yard up to and on the boundary.

7. Fencing

- 7.1 Two fencing types allowable are:

- a. **Rear Lot Fence:** Up to 1.8m post and palings (or similar design), for erection on lots with minimum of 4m set-back from the front (street adjacent) boundaries; and
- b. **Front Lot Fence:** Up to 1.2m high, post and 2 rail fences, which may be erected anywhere within the 4m front yard, with horizontal rails up to 300mm wide and 50% or greater visual permeability.

The intention is that the front yards have a rustic/semi-rural look with landscaping (such as hedging) placed inside the post and 2 rail fence, for privacy. This is to provide for a uniform look with a focus on landscaped front yards throughout the subdivision.

8. Animals

- 8.1 Domestic animals (i.e., dogs, cats, birds, guinea pigs, neutered rabbits, and fish) are permitted to reside on the Property together with up to 8 hens (securely housed) provided that they do not create a nuisance however the keeping of roosters is prohibited as are pigs and other farmyard animals.

9. Breach

- 9.1 If there is a breach or non-observance by the Grantee of any of the stipulations or restrictions contained in these covenants, then without prejudice to any other liability which the Grantee may have to 1906 Telegraph Road Limited or any other person or persons having the benefit of these covenants, the Grantee will upon written demand made by all or any of 1906 Telegraph Road Limited or any of the owners of the Benefitting Lots immediately remedy the breach or non-observance.
- 9.2 In the event of any dispute which cannot be resolved by agreement between 1906 Telegraph Road Limited (or other owner of a Dominant Lot) and the Grantee as to any matter relating to the abovementioned restrictive covenants, the same shall be resolved by arbitration under the provisions of the Arbitration Act 1996 or any Act passed in substitution or amendment thereof by a single arbitrator appointed for that purpose by the nominee of the president of the New Zealand Law Society and the decision of that arbitrator shall be final and binding on the parties.
- 9.3 There shall be no obligation on any person or persons having the benefit of these covenants to take any steps to enforce these covenants.
- 9.4 If there is more than one Grantee for any servient Lot the liability of the Grantees for the servient Lot shall be joint and several.

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



Approved under section 133 of the Real Estate Agents Act 2008. Effective from 14 October 2022.

