

# MCRAE & KNOWLER

**PROPERTY BROCHURE**

15 O'REILLY ROAD, LINCOLN



# 15 O'REILLY ROAD, LINCOLN

Deadline Sale 25th September at 2pm unless sold prior)

## THE PERFECT PLACE TO CALL HOME!

 3  2  2  189 m<sup>2</sup>  803 m<sup>2</sup>

Tucked away on a private back section, 15 O'Reilly Road offers comfortable, modern living on a generous section. Designed to capture the sun, this home is warm, welcoming, and perfectly suited to family life.

The heart of the home is the well-equipped kitchen with breakfast bench, flowing easily into two open living spaces – one with a study nook for added convenience. The master suite features a walk-in robe and tiled ensuite with his-and-her vanity, while two further bedrooms are serviced by a family bathroom with raised bath and a separate toilet. A separate laundry adds practicality, and internal-access double garaging provides everyday ease.

Outdoors, established gardens frame the property, complemented by a good-sized shed/workshop, ample off-street parking, and private spaces to relax or entertain.

With its sunny position, functional layout, and quiet setting, this home offers the perfect balance of comfort, privacy, and lifestyle – ready to be enjoyed.



SCAN TO DOWNLOAD  
REPORTS AND SALE  
PARTICULARS



## LEGALS

Land area	803 sqm
Floor area	189 sqm
Tenure	Freehold
Rateable value	\$890,000
Land value	\$400,000
Improvements value	\$490,000
Rates	\$5,070.85
Council zone	Selwyn District Council
Technical category	Rural/Unmapped

## ENERGY

Heating	Heat Pump
Insulation	Walls & Roof
Windows	Aluminum, Double Glazing
Water heating	Gas
Ventilation	Extractor Fans

## CONSTRUCTION

Year built	2018
Exterior	Brick
Roof	Coloursteel

## EDUCATION

Early childhood	Learning Curves, Montessori Lincoln, Whippersnappers Early Learning Centre
Primary	Lincoln Primary School
Secondary	Lincoln High School

## CHATELS

Auto Garage Door Opener (1) and Remotes (2), Clothesline, Dishwasher, Drapes/Blinds, Electric Oven, Hob/Cooktop (Gas), Extractor Fan (2), Fixed Floor Coverings, Garden Shed (Cabin/Workshop), Heat Pumps (1) and Remotes (1), Light Fittings, Rangehood, Security System (Unmonitored), Smoke Detectors, TV Bracket, Under Floor Heating
(By Negotiation - Double Door Plumbed Fridge, Washing Machine)
Excluded: Garden Art, Garden Ornaments, Cameras, Weather Station





**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** **788479**  
**Land Registration District** **Canterbury**  
**Date Issued** 01 August 2017

**Prior References**  
771226

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**Estate** Fee Simple  
**Area** 803 square metres more or less  
**Legal Description** Lot 217 Deposited Plan 512294

**Registered Owners**  
Paul James Heslin and Denise Elizabeth Heslin

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**Interests**

Subject to Section 11 Crown Minerals Act 1991

Subject to Part IVA Conservation Act 1987

Appurtenant hereto is a right of way and a right to convey water, electricity, telecommunications and computer media and a right to drain water and sewage created by Easement Instrument 8037487.1 - 23.12.2008 at 9:00 am

Appurtenant hereto is a right of way and a right to convey water, electricity, telecommunications and computer media and a right to drain water and sewage created by Easement Instrument 9900290.5 - 10.12.2014 at 3:15 pm

The easements created by Easement Instrument 9900290.5 are subject to Section 243 (a) Resource Management Act 1991

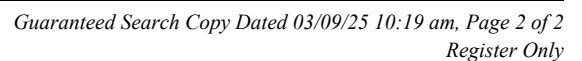
Appurtenant hereto is a right to drain sewage created by Easement Instrument 9900290.7 - 10.12.2014 at 3:15 pm

The easements created by Easement Instrument 9900290.7 are subject to Section 243 (a) Resource Management Act 1991

10852697.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 1.8.2017 at 8:30 am

Land Covenant in Easement Instrument 10852697.9 - 1.8.2017 at 8:30 am

10887378.3 Mortgage to Westpac New Zealand Limited - 31.8.2017 at 1:12 pm



# View Instrument Details



**Instrument No** 10852697.9  
**Status** Registered  
**Date & Time Lodged** 01 August 2017 08:30  
**Lodged By** Robinson, Janna Louise  
**Instrument Type** Easement Instrument



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## Affected Computer Registers Land District

788479	Canterbury
788480	Canterbury
788481	Canterbury
788482	Canterbury
788483	Canterbury
788484	Canterbury
788485	Canterbury
788486	Canterbury
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788498	Canterbury
788499	Canterbury
788500	Canterbury
788501	Canterbury
788502	Canterbury
788503	Canterbury
788504	Canterbury
788505	Canterbury
788797	Canterbury

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**Annexure Schedule:** Contains 12 Pages.

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## 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	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>

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**Grantor Certifications**

I certify that the Mortgagee under Mortgage 9956287.2 has consented to this transaction and I hold that consent ☒

**Signature**

Signed by Janna Louise Robinson as Grantor Representative on 31/07/2017 11:14 AM

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**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 Janna Louise Robinson as Grantee Representative on 31/07/2017 11:14 AM

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

**Easement instrument to grant easement or profit à prendre, or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor**

Lincoln Developments Limited

**Grantee**

Lincoln Developments Limited

**Grant of Easement or Profit à prendre or Creation of Covenant**

**The Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** 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 (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference) DP 512294	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Restrictive Covenants	Lots 217 – 243 & 525	788479 – 788505 & 788797	788479 – 788505 & 788797

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

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

Unless otherwise provided below, the Rights and Powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five to the Property Law Act

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

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

~~[and/or the provisions set out in this Annexure Schedule ]~~

*Continue in additional Annexure Schedule, if required*

**Covenant provisions**

*Delete phrases in [ ] and insert memorandum number as 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]~~

~~[and/or the provisions set out in this Annexure Schedule ]~~

*Continue in additional Annexure Schedule, if required*

## Annexure Schedule

**Restrictive Covenants – Flemington Subdivision – Stage 5****1. Purpose**

- 1.1 The purpose of these Covenants is to protect the market and aesthetic value of the Benefiting Lots, the privacy, peace and security of the occupants of the Benefiting Lots and the quality of the environment touching and concerning the Benefiting Lots.
- 1.2 These Covenants will expire on the 1<sup>st</sup> day of December 2037.
- 1.3 Where there is at any time more than one owner of a Lot, this Covenant will be binding upon each and every owner jointly and severally.

**2. Definitions and Interpretation****2.1 Interpretation**

- 2.1.1 Words importing one gender include the other gender.
- 2.1.2 Words importing the singular or plural include the plural and singular respectively.
- 2.1.3 Headings are inserted for the sake of convenience and ease of reference only. They do not form part of the text, and will not affect the construction or interpretation of these Covenants.

**2.2 Definitions**

In these Covenants, unless the context otherwise requires:

- “Benefiting Lots” means the Lots which receive the benefit of these Covenants;
- “Building” comprises a Building as defined by the Building Act 2004 and includes a Dwelling;
- “Dwelling” means and includes a residential dwelling, or family residence;
- “Lincoln Developments” means Lincoln Developments Limited (company number 4533898) and any successor party or entity nominated by it or by any encompassing party or entity nominated to deal with applications required for approvals by the Lot Owner under any of these Covenants;
- “Landscape Feature” means any visible structure or landscape design or enhancement feature or utility to be provided on any Lot;
- “Lot” means any Lot that is subject to these Covenants;
- “Lot Owner” means the owner of any Lot;

- "Property"** means a Lot together with any Dwelling and Buildings situated on a Lot, and:
- (a) unless the context otherwise requires, includes any part of such Dwelling which is subject to a party wall easement and all Buildings (if any) situated on such Lot; and
  - (b) in relation to any proprietor or occupier means the Property owned or occupied by that proprietor or occupier (as the case may be);
- "Territorial Authority"** means a territorial authority within the meaning of the Local Government Act 2002.

### **3. Building and Construction Covenants**

- 3.1 Prior to construction of any Building, structure or improvements the Lot Owner must first obtain the written approval of Lincoln Developments to the final Building plans and specifications (and where appropriate, in the same form as intended to be submitted to the Territorial Authority for a building consent) as well as the intended use of the Property by the Lot Owner, and such specifications will include full details of all exterior colour schemes and finishes and details of fences, driveways and front yard landscaping.
- 3.2 The consent of Lincoln Developments required under clause 3.1 will not be unreasonably withheld unless the planned Building, structure or improvements are contrary to the terms of this Covenant including clause 1.1.
- 3.3 Lincoln Developments will be entitled to serve an injunction notice on the Lot Owner to cease all work if the Lot Owner commences any construction work without first having obtained the approval of Lincoln Developments in accordance with clause 3.1.
- 3.4 The obligation to obtain the approval of Lincoln Developments pursuant to clause 3.1 will expire five (5) years after the date of registration of the transfer of the Property by Lincoln Developments to the Lot Owner but this will not release the Lot Owner from its obligations to comply with these Covenants.
- 3.5 All Buildings must be constructed on-site from new or high quality recycled materials.
- 3.6 Exterior cladding for all Buildings on any Lot are to be one of the following materials:
- 3.6.1 brick; or
  - 3.6.2 stone; or
  - 3.6.3 concrete block stucco; or
  - 3.6.4 cement or plaster finish or similar type of finish; or

- 3.6.5 plastered textured finish; or
- 3.6.6 stained or painted timber weatherboards or linear boards which have the appearance of timber weatherboards; or
- 3.6.7 solid plaster or glazing; or
- 3.6.8 such other materials as may be approved by Lincoln Developments.
- 3.7 All roofing materials on any Building are to be one of the following:
  - 3.7.1 tiles (including clay, ceramic, concrete, decramastic, pre-coated or pressed steel); or
  - 3.7.2 steel (comprising pre-painted, long-run pressed or rolled steel); or
  - 3.7.3 shingles; or
  - 3.7.4 slate; or
  - 3.7.5 membrane roofing; or
  - 3.7.6 such other roofing material as may be approved by Lincoln Developments.
- 3.8 No reflective or visually obtrusive roof, wall or joinery materials, colours or mirror glass may be used for any Building.
- 3.9 Only one Dwelling may be erected on any Lot. No further subdivision of any Lot is permitted. Further easements will not be agreed to, granted or registered on any Lot, including rights of way.
- 3.10 The Lot Owner will not construct, erect or place or permit to be constructed, erected or placed on the Lot:
  - 3.10.1 Any Buildings which use concrete or treated wooden piles without providing a solid and durable skirting board or other enclosure around the exterior of the Building(s) from ground height to the underside of the wall cladding.
  - 3.10.2 Any Building which has an installed open fireplace or dry wood or pellet or similar solid fuel burner (except for clean air approved fires or burners complying with relevant and current environmental standards).
  - 3.10.3 Any Building with an air conditioning unit which is set into or protrudes from the Building. Any external air conditioning units must be properly screened and noise proofed to ensure they are not a nuisance to neighbours.
  - 3.10.4 Any driveways, driveway crossings and entranceway locations and plans and specifications which have not been approved by Lincoln Developments prior to construction. For the avoidance of doubt, it is the responsibility of the Lot Owner to construct driveways, driveway crossings and entranceways.

- 3.10.5 Any Building other than those designed for residential use and associated garage(s) and outbuildings. Lincoln Developments and its designated representative(s) and/or builders, as approved by Lincoln Developments, may use residential Buildings as model homes, or offices, provided such use is in furtherance of the primary purpose of construction and sale of Lots and Dwellings within Lincoln Developments' development, and such use has been approved by Lincoln Developments under clause 3.1.
- 3.10.6 Any Building that has windows, doors or skylights so placed that the privacy or any neighbouring Dwelling is unreasonably affected.
- 3.10.7 Any caravan, hut, garage or shed for any kind of permanent or temporary residential use provided that:
  - 3.10.7.1 a once prefabricated (but not pre-used) garden shed which is adequately screened from neighbouring properties may be placed on the Property; and
  - 3.10.7.2 builder's sheds or other similar building required during the construction of any Dwelling may be placed on the Property during such construction, but must be removed on completion of such construction.
- 3.11 Portable gas cylinders or bottles may be used on any Lot or in any Building for any permanent cooking, water heating or domestic heating purposes provided they are hidden from view from the road and neighbouring properties at all times.
- 3.12 Diesel, petrol, oil or gas tanks which have a capacity of over 100 litres are prohibited on any Lot or within any Building unless approved by Lincoln Developments.
- 3.13 All construction works including:
  - 3.13.1 the reconstruction of a vehicle crossing required to complete a Dwelling on any Lot; and
  - 3.13.2 any required painting or staining of exterior surfaces,
 will be completed within a period of fifteen (15) months from the date of commencement of construction work. Earthworks and landscaping works associated with such development, including lawns, drives, paths and fencing, are to be completed within three (3) months of Building completion.
- 3.14 During construction the Lot Owner will not allow a period of more than three (3) months to elapse without substantial work being carried out once such work has commenced.
- 3.15 No Building on any Lot may be occupied as a residence in any way until:
  - 3.15.1 the Code Compliance Certificate(s) has been issued by a building consent authority in accordance with the Building Act 2004;

- 3.15.2 all Buildings have been completed in accordance with all the terms of these Covenants;
  - 3.15.3 all exterior work, and decoration as approved, are completely installed;
  - 3.15.4 all driveways, paths, fences and other Landscape Features are completed in accordance with these Covenants; and
  - 3.15.5 all unpaved areas viewable from the street are properly grassed and/or landscaped according to the approved plans.
- 3.16 No use may be made of adjacent land, footpaths or recreation areas abutting any Lot for access (other than the access approved by Lincoln Developments) or for dumping of rubbish. The Lot Owner will reinstate, replace and be responsible for all costs arising from damage to the landscaping, roads, footpaths, kerbing, berms, concrete or other structures arising directly or indirectly from any such access or use (including their contractors). Prior to the commencement of construction of any Building on any Lot the Lot Owner will construct a suitable ramp to the satisfaction of Lincoln Developments across the berm and footpath to protect these areas from damage by vehicular traffic accessing the Lot during construction works.
- 3.17 The Lot Owner will not reconstruct, alter, add to, renovate or refurbish any Building, structure or other improvement on the Property which results in such Building or structure no longer being of a standard commensurate with the exterior appearance and architectural standard of the properties in the development or being in breach of these Covenants.
- 3.18 The Lot Owner will not construct, erect or place or permit to be constructed, erected or placed on the Lot any Dwelling which is to be used as a residence that:
- 3.18.1 has a floor area of less than 140 square metres (including garage, under one roof) on any Lot less than 550 square metres in area; or
  - 3.18.2 has a floor area of less than 170 square metres (including garage, under one roof) on any Lot between 550 and 650 square metres in area; or
  - 3.18.3 has a floor area of less than 200 square metres (including garage, under one roof) on any Lot in excess of 650 square metres in area,
- unless prior written approval of a smaller floor area has been obtained by the Lot Owner from Lincoln Developments in accordance with clause 3.1 of these Covenants and the Property will comply with these Covenants in all other respects.
- 4. Landscape Features**
- 4.1 Construction of any Landscape Features on any Lot is not to commence until the plans and specifications have been approved by Lincoln Developments.
  - 4.2 No Landscape Feature may exceed a height of 2 metres above the original subdivision ground level of a Lot without the express written approval of Lincoln Developments.

- 4.3 Clotheslines and letter boxes must be unobtrusive and of good quality in terms of design and location. The positioning of any clothesline will be on the rear half of each Lot with appropriate screening to ensure it will not be highly visible from the street. The positioning of any letterbox will be adjacent to but not on any road reserve.
- 4.4 All attachments to any Buildings or structures on any Lot (including television antenna, solar water heating panels, satellite dish, mast, garden statues, fountains or any other ornamental decoration or similar garden or Landscape Feature) must be approved by Lincoln Developments.
- 4.5 The location of and construction of swimming pools (including fencing and screening on any Lot) must be approved by Lincoln Developments.
- 4.6 No tree, shrub or other plant of any variety whatsoever is to be grown on any Lot so that it unreasonably interferes with the sunlight to or view from any Lot.
5. **Maintenance**
  - 5.1 The Lot Owner will not:
    - 5.1.1 Allow any Building or structure on the Property to become dilapidated or to fall into disrepair.
    - 5.1.2 Allow any nuisance or unreasonable disturbance to be caused to any owner or occupier of neighbouring properties.
    - 5.1.3 Move, damage or remove any survey pegs or markers on the Property and in the event of any breach of this restriction, the Lot Owner will, at their own cost, have such pegs or markers replaced by a registered surveyor.
    - 5.1.4 Allow the Property to become littered, overgrown or unsightly to the intent that the Property is to be maintained in a neat and tidy condition.
    - 5.1.5 Allow any noxious weeds (including gorse, blackberry or ragwort) to grow on the Property.
    - 5.1.6 Except when construction works are in progress, allow any trade vehicle, trade equipment or materials, debris, rubbish or any vehicle of any unsightly nature to be brought onto or remain on the Property unless the same is adequately garaged or screened so as not to be visible to or to cause any offence to neighbouring properties and to preserve the amenity of the development.
6. **Activity/Use of Property**
  - 6.1 Subject to clause 3.10.5, the Lot Owner must not use the Property for any primary purpose other than for residential occupation. Ancillary purposes are governed by the planning provisions under any regulatory land use controls applicable from time to time.

- 6.2 No Lot is to be used for any form of temporary residential purpose either by construction of temporary Buildings or by the placement of caravans, modular homes, motor homes, house trailers, buses, tractors, huts, tents and/or vehicles able to be used for human habitation.
- 6.3 The Lot Owner must not store, or allow to be stored, any caravan, motor home, trailer, recreational vehicle, trade vehicle or other equipment or machinery in front of the Dwelling or within five (5) metres of the Property boundary or any road, unless the same is garaged or adequately screened from neighbouring properties and so as to preserve the amenities and standard of the development. Short term parking by visitors and trades people of vehicles in daily use will not be in breach of this clause.
- 6.4 The Lot Owner must not allow any livestock, animals or beehives to be brought onto or kept on the Property other than normal household domestic pets (and the term 'household domestic pets' does not include livestock such as pigs, goats, horses, sheep, chickens, roosters, pigeons, peacocks or any animal which may cause a nuisance to owners or occupiers of other properties in the development). In particular, the Lot Owner will not keep or allow be kept on the Property any dog which is generally recognised as being an aggressive breed and which may cause a risk to owners or occupiers of other properties in the development (e.g. Pit-Bull Terrier, Japanese Tosa, Dogo Argentino, Rottweiler and Doberman Pincher).
- 6.5 The Lot Owner must not carry out or permit to be carried out on the Property any activity which does not comply with the Selwyn District Council permitted activities in a Residential Zone.
- 6.6 The Lot Owner must not use or permit the use of the Property for institutional residential purposes or as a hostel, lodge, boarding house or brothel. For the purposes of this clause "institutional residential purposes" includes but is not limited to the use of the Property for housing purposes by central or local government agencies or public or private health centre agencies, public or private care providers or public or private educational providers.
- 6.7 No Lot is to be sold, leased, transferred, assigned or otherwise disposed of to any Governmental agency or Territorial Authority for the purposes of public or institutional housing without the prior approval of Lincoln Developments.
- 6.8 No inflammable, explosive or noxious materials are to be stored or used on any Lot or in any Building. The Lot Owner must not allow any offensive activity to be conducted or permitted to exist upon any Lot, or in any Building, nor will anything be done or permitted to exist on any Lot, or in any Building that may be or may become an annoyance or private or public nuisance. An annoyance or private or public nuisance includes loud sounds or noises or offensive smells.
- 7. **Fencing**
- 7.1 The Lot Owner will be bound by a fencing covenant within the meaning of section 2 of the Fencing Act 1978 in that neither Lincoln Developments nor the Selwyn District Council is liable to erect or maintain to pay for or contribute towards the costs of any

dividing fence or boundary fence or part thereof between the Property and any adjoining land owned by Lincoln Developments or the Selwyn District Council.

- 7.2 Any front boundary fence sited within five (5) metres of a legal road boundary will be limited to a maximum height of 1 metre.
- 7.3 Despite clause 7.2, where any Lot has two adjoining road boundaries, the Lot Owner will construct a landscaped fence along one of those boundaries to a maximum height of 1.8 metres provided the adjoining road boundary fence complies with clause 7.2 above.
- 7.4 The height of any fence which is sited more than five (5) metres from the front boundary of a legal road will be a landscaped fence and at a height and style to be determined following consultation between Lincoln Developments and the Lot Owner but subject always to Lincoln Developments right of approval in accordance with clause 3.1.
- 7.5 Unless Lincoln Developments approves or requires otherwise, any fence other than those in clauses 7.2 and 7.4 above, will be constructed to a height of 1.8 metres and be made of posts, rails and timber palings stained in wood colours or such other colour or colours and alternative materials as may be approved by Lincoln Developments.
- 7.6 All fences constructed will comply with the following:
  - 7.6.1 The palings side of fences are to face towards to the north side of properties, so that when looking north from inside the Property, the palings will be facing inwards.
  - 7.6.2 The railings side of fences will face towards the south side of properties, so that when looking toward the south side of the Property, the railings will be visible.
- 7.7 Any fence erected within 5 metres of any reserve and parallel or generally parallel to that boundary will not exceed 1.2 metres in height unless the whole of that structure is at least 50% visually transparent as approved by Lincoln Developments. No such fence or screening structure will exceed a height of 1.8 metres. Note that for the purposes of this condition a fence or other screening structure is not the exterior wall of a building or accessory building.
- 8. **General**
  - 8.1 No Grantor will oppose, object to, frustrate, or take any action, or encourage or cause others to oppose, object to, frustrate or take action that might in any way prevent or hinder Lincoln Developments from progressing or completing the Lincoln Developments' development or the adjoining stages. Such Covenant extends to and includes (without limitation) development planning, zone changes, resource consents for land uses and subdivisions, Consent Authority or Environment Court applications, Territorial Authority Building Consent matters, or any other necessary consent process involving Lincoln Developments.

- 8.2 Any difference or dispute between any parties regarding the interpretation of these Covenants will be referred at the request of either party to the arbitration of a single arbitrator on the following terms:
- 8.2.1 The arbitrator is to be jointly agreed upon by the parties.
  - 8.2.2 If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, then the arbitrator will be appointed by the President of the Canterbury-Westland branch of the New Zealand Law Society for the time being and such nomination will bind the parties.
  - 8.2.3 The reference is a reference to a single arbitration under the Arbitration Act 1996.
  - 8.2.4 The arbitrator's decision will be final and binding on both parties and may include an order for costs, an order for enforcement and interest on moneys payable.
  - 8.2.5 The parties will not resort to litigation except for the purposes of enforcing this clause.
- 8.3 Lincoln Developments will not be liable because of any action it takes or fails to take or for any default in any Building, structure or improvement erected on any Lot or any part of the development or for any breach of these Covenants or otherwise and the Lot Owners will indemnify and keep indemnified Lincoln Developments (other than successors in title after registration of a transfer from Lincoln Developments to a subsequent owner) from any costs, claims, suits, demands or liabilities arising out of or under these Covenants.
- 8.4 If any of the restrictions contained in these Restrictive Covenants are deemed to be unenforceable or void for any reason, then that particular provision will be deemed to be deleted from the terms of these Restrictive Covenants to the intent that the balance of the Covenants will remain unaffected and enforceable.
- 8.5 The Lot Owner acknowledges that different stages of development by Lincoln Developments may include Covenants which differ from these Covenants.
9. **Creation of Land Covenant**
- 9.1 The Lot Owner for itself and its successors in title covenant and agree with Lincoln Developments for the Benefiting Lots that the Lot Owner will at all times observe and perform all these Covenants to the intent that each of the Covenants will enure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the Lot Owners provided that the Lot Owner will be liable only for breaches of these Covenants which occur whilst the Lot Owner is the registered proprietor of the Lot or any part of the Lot.
  - 9.2 If there should be any breach or non-observance on the Lot Owner's part of any of these Covenants and without prejudice to any other liability which the Lot Owner may have to Lincoln Developments and any person or persons having the benefit of

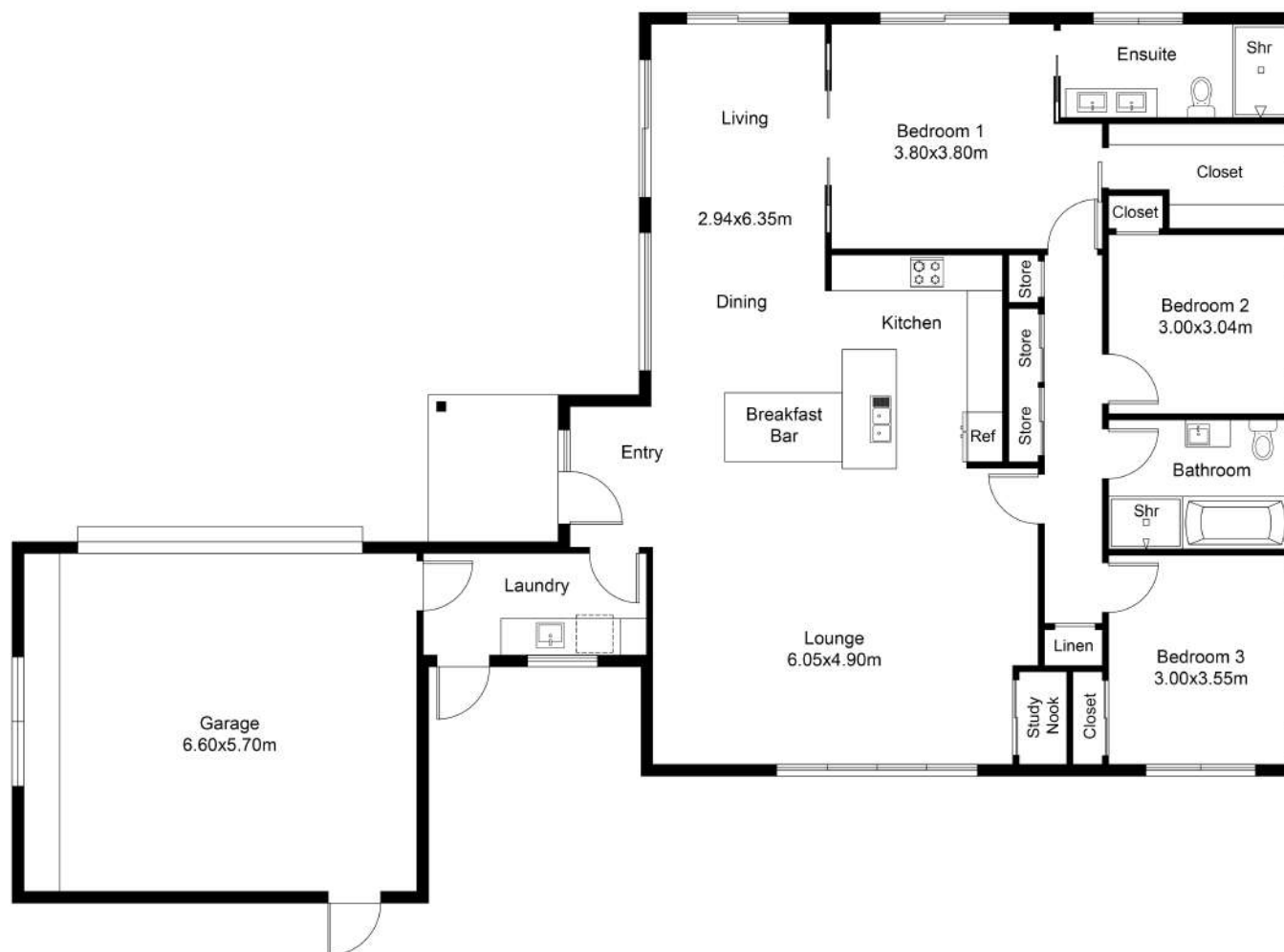
those Covenants, the Lot Owner will, upon written demand be made by Lincoln Developments or any of the Lot Owners:

- 9.2.1 pay to the person making such demand as liquidated damages the sum of \$100.00 per day for any such breach or non-observance of these Covenants that continues after the date upon which written demand has been made; or
  - 9.2.2 repaint any Dwelling, Building, structure or improvement repaired or completed in breach of these Covenants; or
  - 9.2.3 remove or cause to be removed from the Property any Dwelling, garage, Building, fence or other structure erected or placed on the Property in breach of these Covenants; or
  - 9.2.4 replace any building materials used in breach of these Covenants.
- 9.3 The Lot Owner will at all times indemnify and keep Lincoln Developments indemnified from all losses, costs, claims and demands in respect of any breach of these Covenants by the Lot Owner.



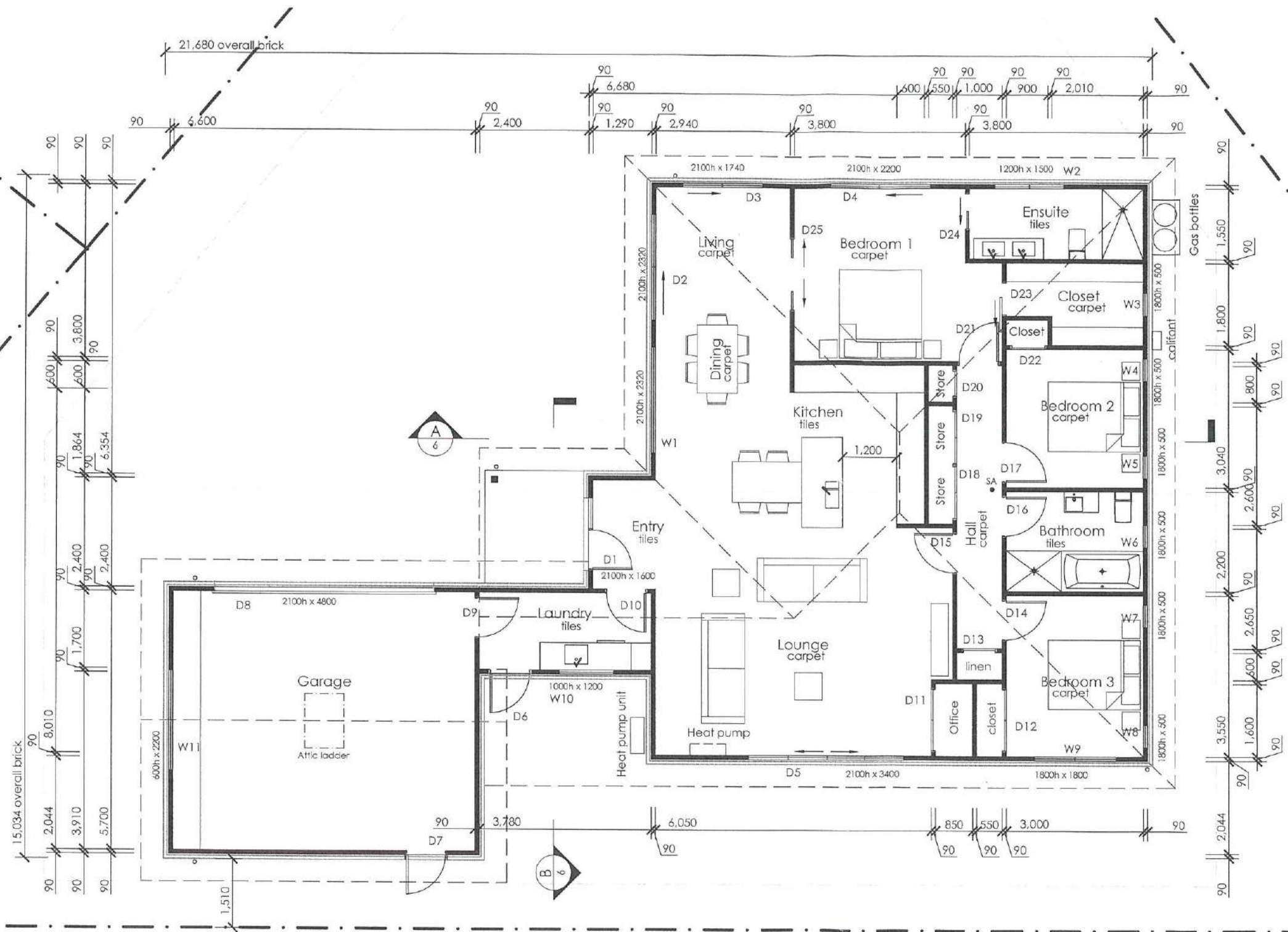


MCRAE &  
KNOWLER



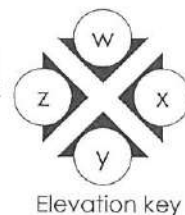
FLOOR PLAN

15 O'Reilly Road, Lincoln



## Floor plan 189 m2

Scale 1:100 @ A3



Elevation key

- General Notes:

1. These drawings are to be read in conjunction with the specification, engineers reports, and calculations for this project.
2. All dimensions, levels and site conditions to be checked and verified by the contractor prior to commencing any works.
3. All aspects of construction are to comply with the NZ building code and approved documents NZS3604 2011, NZ building regs, and all other applicable standards and local by-laws.
4. These drawings were created using computer aided design software and should not be manually altered. Do not scale off these drawings as they may have been reduced from original and seldom retain correct scale, even if copied directly.
5. All materials shall be prepared for, fixed, installed, and finished in accordance with the respective manufacturers requirements. Building materials, components, and construction shall be sufficiently durable to ensure the building without reconstruction or major renovation, satisfies the requirements of the NZ building code 1992 clause B2 Durability throughout the life of the building.
6. The contractor shall ensure that the structural stability and enclosed or concealed fixings shall have a minimum of 50 years durability. For other fixings in the building envelope where access is possible but replacement difficult (eg lining supports) a minimum of 15 years durability is required. For linings, renewable protective coatings and other elements to which there is ready access, a minimum of 5 years durability is required. For any material, system, or item requiring a maintenance program, the manufacturer / supplier shall provide this information to the contractor, who shall supply to the owner upon completion or occupation of the building, whichever ever is the sooner.
7. Refer to the interior designers drawings for detailed setout of the kitchen.
8. Any inconsistencies or incompatibilities in the project documentation shall be immediately brought to the attention of the designer.

: Legend:

- SA Smoke detector within 3.000m of any bedroom.



New Home for Paul & Denise Heslin -  
Lot 217 Stage 5 Flemington - Lincoln

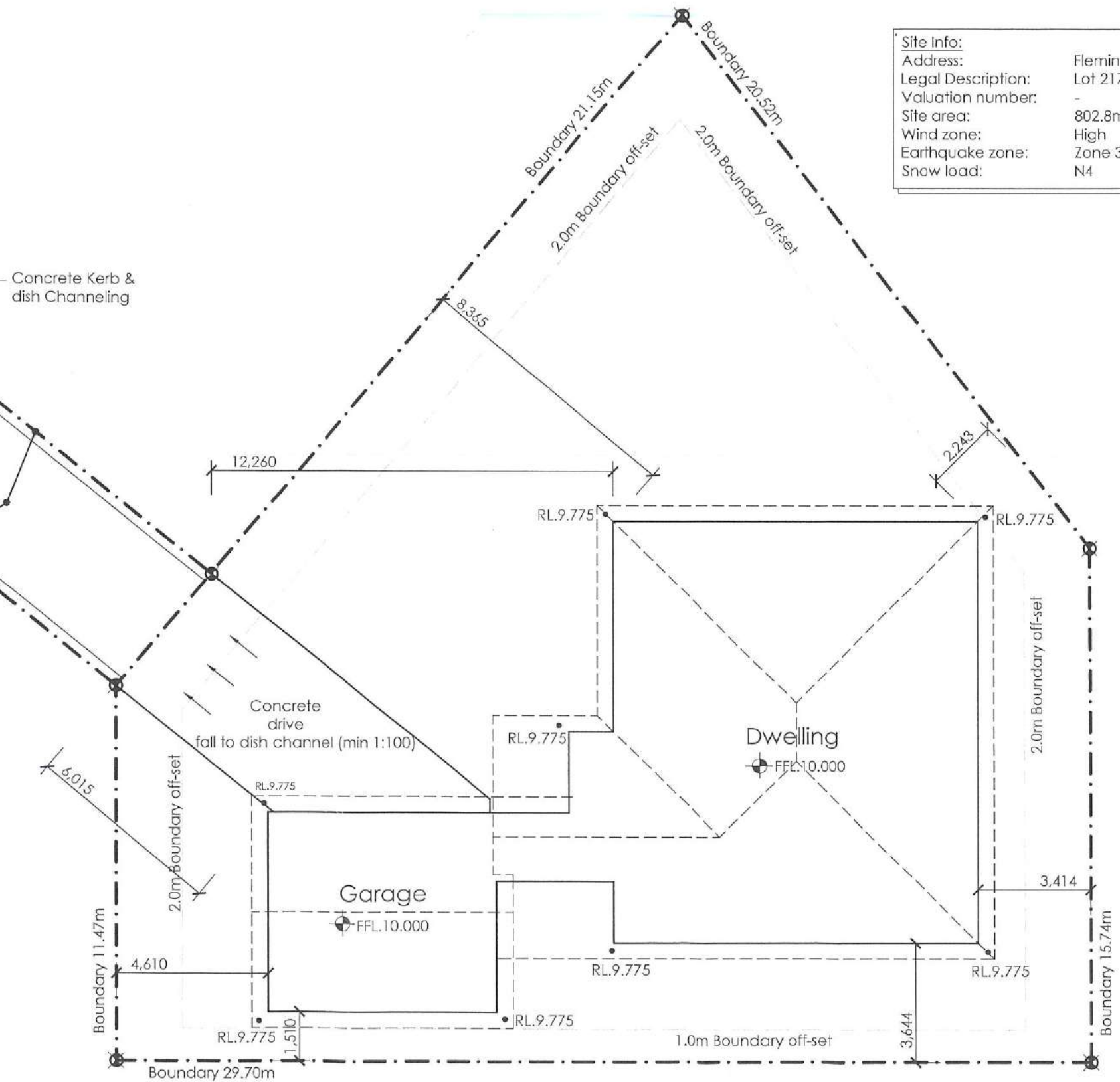
		sheet title.  Floor plan	Contract No.	
				Dwg No.
				3
date	revisions			

dimensions are not to be scaled from this drawing. contractors must verify all dimensions prior to work commencing. any discrepancies must be reported to fahey design limited. this drawing is the property of fahey design limited copyright is reserved by them, the drawing is issued on condition that it is not copied or disclosed by or to any unauthorized persons without prior consent in writing of fahey design limited.

Site Info:	
Address:	Flemington, Lincoln
Legal Description:	Lot 217, DP 512294
Valuation number:	-
Site area:	802.8m <sup>2</sup>
Wind zone:	High
Earthquake zone:	Zone 3
Snow load:	N4

<b>Site coverage</b>	
Site	802.8m <sup>2</sup>
Floor plan	189m <sup>2</sup>
<hr/>	
% Coverage = 23.5%	

**Site plan 802.8m2**  
1:150 @ A3



New Home for Paul & Denise Heslin -  
Lot 217 Stage 5 Flemington - Lincoln

		sheet title.  Site plan	Contract No.	
				Dwg No.
				1
date	revisions			

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ALL MATERIALS AND WORKMANSHIP TO COMPLY WITH THE NEW ZEALAND BUILDING CODE & NZS 3604  
THESE PLANS ARE TO BE READ IN CONJUNCTION WITH THE SPECIFICATION

LEGEND:

CE Cleaning eye  
TV 65mm Ø Terminal vent pipe  
GT Gully trap

Drainage layout is diagrammatic only and is to be verified by a registered plumber & drain layer before commencement of works

— 100mm PVC FOUL SEWER PIPE (1:40 min fall)

— 100mm PVC STORM WATER PIPE (1:120 min fall)

— 65mm PVC WASTE PIPE (1:40 min fall)

DRAINS LAID TO AS 3500.2

HOT & COLD WATER PIPING LAGGED 15mm BUTYLENE PIPE

# Plumbing / Drainage plan

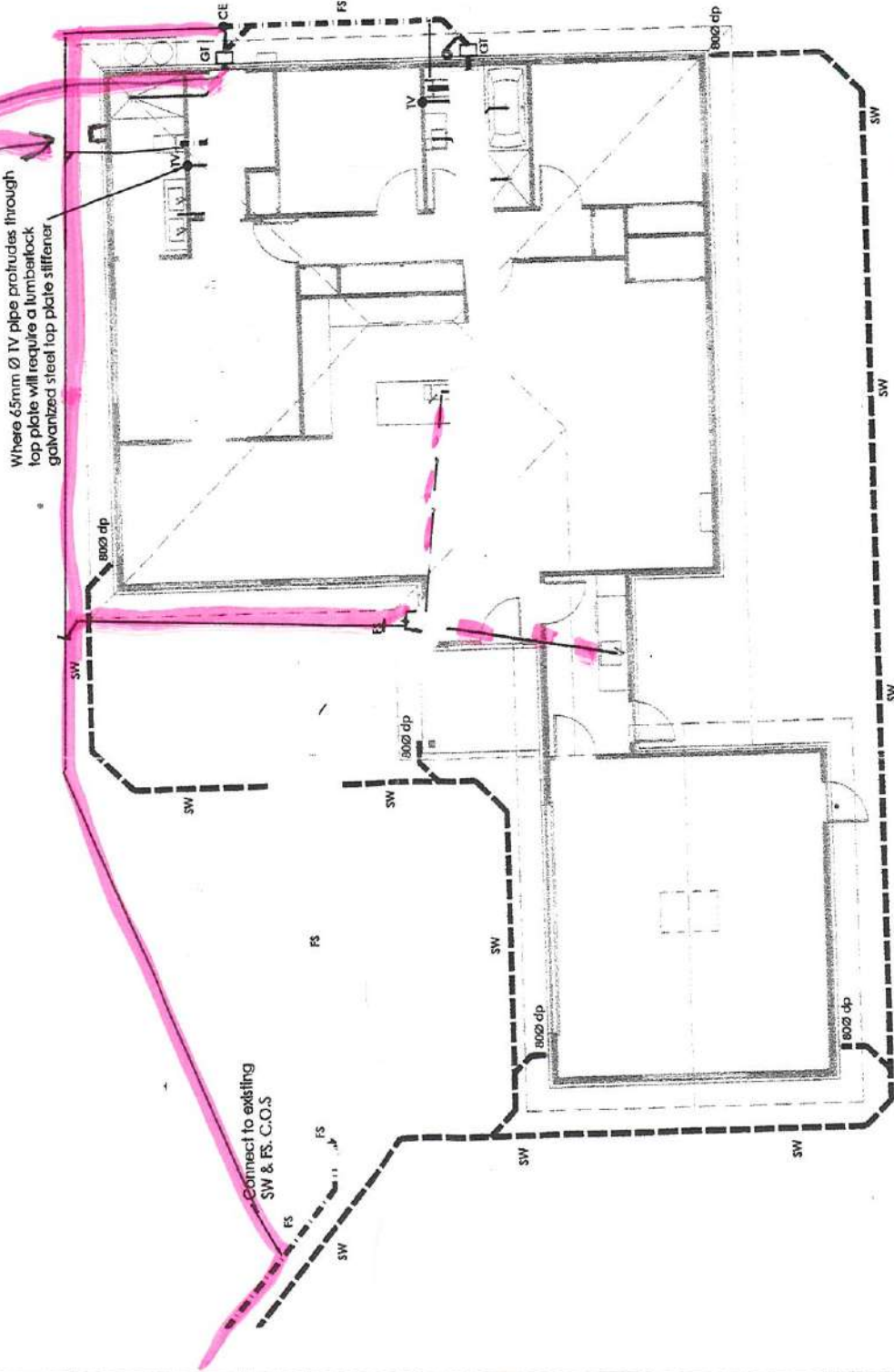
Scale 1:100 @ A3

Sheet title:	Plumbing & Drainage plan	Contract No.	
		Dwg No.	2

New Home for Paul & Denise Heslin -  
Lot 217 Stage 5 Flemington - Lincoln



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48 MS  
53 MS  
3 GR  
2 T  
1 MV  
5 DP



# Buying or selling your property?



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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](https://rea.govt.nz) and [settled.govt.nz](https://settled.govt.nz).

The New Zealand Residential Property Agency Agreement Guide is also available on [settled.govt.nz](https://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](https://rea.govt.nz).

# Key things to know about sale and purchase agreements

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- 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

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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](mailto:info@rea.govt.nz) or visit us online at [rea.govt.nz](http://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](http://settled.govt.nz) or email [info@settled.govt.nz](mailto: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](https://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.

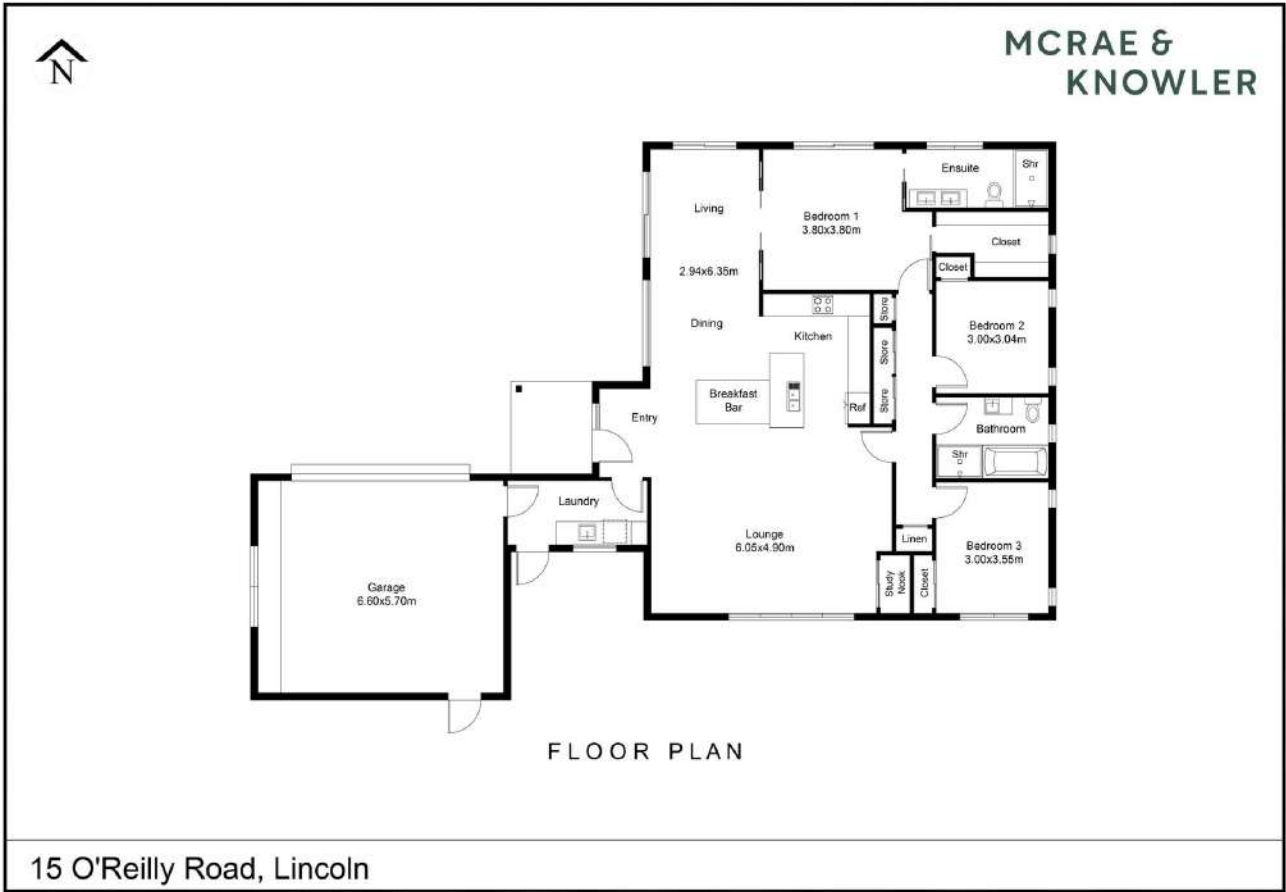
## For more information

To find out more about  
REA, visit [rea.govt.nz](https://rea.govt.nz),  
call us on **0800 367 7322**  
or email us at  
[info@rea.govt.nz](mailto:info@rea.govt.nz)



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

# NOTES





## 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](mailto:tanya@mkrealestate.co.nz)

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