

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.

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.

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RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



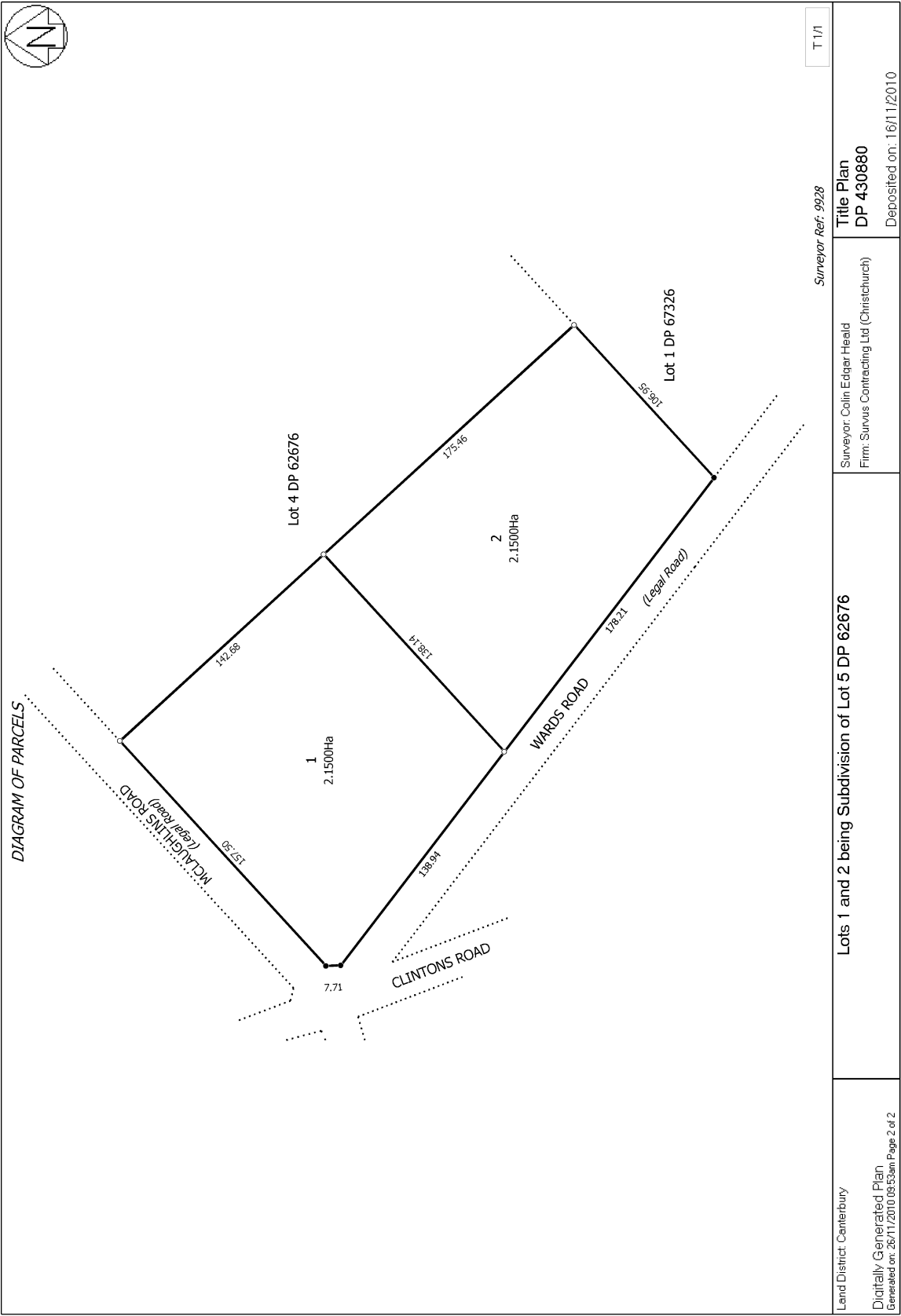

R.W. Muir
Registrar-General
of Land

Identifier **519943**
Land Registration District **Canterbury**
Date Issued 16 November 2010

Prior References
CB36D/1212

Estate Fee Simple
Area 2.1500 hectares more or less
Legal Description Lot 2 Deposited Plan 430880
Registered Owners
Richard Edward James Ball

Interests
13460392.2 Mortgage to Bank of New Zealand - 8.12.2025 at 4:16 pm



SCHEDULE 3 (Draft Restrictive Covenants) – (5 pages)

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Richard Edward James Ball

Covenantee

Richard Edward James Ball

Grant of Covenant

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

Schedule A

Purpose covenant	of	Shown reference)	(plan	Burdened Land (Record of Title)	Benefited Land (Record of Title)
Land Covenant		DP		Lots 2-4 DP x (Title-x, Title)	Lots 1-4 DP x (Title-x, Title)

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

ANNEXURE SCHEDULE

SCOPE AND DEFINITIONS

1. The Covenantor covenants and agrees with the Covenantee in the manner set out below so that such covenants shall burden and run with each of the burdened lands, and be for the benefit of each of the benefited lands.
2. For the purposes of this instrument, the following terms have the following meaning (unless the context otherwise requires):
 - (a) **“developer”** means Richard Edward James Ball and Katherine Karen Lynne **Robinson** or their nominee;
 - (b) **“fence”** includes a wall; and
 - (c) **“land”** means each of the burdened lands.

RESTRICTIONS ON DEVELOPMENT AND USE OF THE LAND

3. The Covenantor shall, in respect of any of the burdened land:

Dwelling Construction

- (a) Not use, or permit to be used, any exterior cladding on the dwelling other than kiln fired or concrete brick, stucco textured finish, stone, timber weatherboards, linea weatherboards, metal laminate on timber, new painted metal clad roofing on the exterior walls or any other cladding material which the developer consents to in writing. The use of board and batten cladding, and second hand materials, is specifically prohibited.
- (b) Not use metal clad roofing for any building on the land unless it has been pre-painted or copper building materials for roofing or spouting and downpipes.

Restrictions on Improvements

- (c) Without limiting any other covenant, not permit any building to be erected on the land other than a single storey, single new dwelling that does not exceed 5m in height from slab to the gutter line (excluding the chimney) and has a floor area of not less than 120m² exclusive of attached garage.
- (d) Not erect, transport or place on the Lot any second-hand, relocatable or kitset dwelling, or second hand or relocatable appurtenant building unless that building is a newly built sleep-out or tiny home constructed out of the materials approved in clause 3(a).

Restriction on further Subdivision

- (e) For Lots 2, 3, and 4 only, not further subdivide, cross lease or unit title the Lot or any part of it. For the avoidance of doubt, this clause does not apply to Lot 1.

Fencing

- (f) Without limiting any other of these covenants, not erect or permit to be erected on the land a fence:
 - (i) that does not comply with the Selwyn District Council requirements (as set out in the Selwyn District Plan or any consent notices registered against the record of title for the land), unless authorised by a resource consent;
 - (ii) that is higher than 1.8 metres above natural ground level at any point (subject to the remainder of this clause);
 - (iii) that is higher than 1.2 metres above natural ground level at any point within 5 metres of any legal road or private right of way or shared access over which the land has legal access.
- (g) Not call upon the developer to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the land and any adjoining land owned by the developer, provided that this covenant will not continue for the benefit of any subsequent registered proprietor of such adjoining land.

Timeframes

- (e) Ensure that:

- (i) any building is completed within twelve months of laying down the foundations for such building and no building once under construction shall be left without substantial work being carried out for a period exceeding 3 months;
- (ii) all earthworks and landscaping on the Lot within the earlier of either nine months after practical completion of the dwelling or the issue of the code compliance certificate.

Maintenance of Appearance

- (f) Not permit any caravan, temporary building or other temporary structure to be erected on the land for any kind of permanent or temporary residential use, except any building that may be used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of the construction work. For the avoidance of doubt the parking and / or storage of a touring caravan or a motorhome is permitted.
- (g) Not allow the accumulation or housing of any rubbish, noxious substances, noxious birds or animals which may be likely to cause nuisance or annoyance to the neighbouring occupiers or permit grass or weeds to grow to such a height as to become unsightly.
- (h) Not bring onto the property any vehicle which is in a poor state of repair, unsightly, damaged or without a current warrant of fitness unless such vehicle is, for the duration of its time on the property, kept in a garage constructed in accordance with these covenants with the effect that such vehicle is not visible from the road or to any neighbouring occupier.

Satellite Dishes and Aerials

- (i) Not erect or allow to be erected any tower, radio, television, communication aerial or satellite dish on the land other than the standard broadcast radio or TV reception aerials or dishes. Any attachment to the dwelling and / or garage including, but not limited to TV aerials, solar hot water panels and masts shall be constructed in such a way as to be discreetly integrated with the design of such buildings so that they are not highly visible from the road frontage, right of way or any neighbouring lot.

Signs and Use of the Lot

- (j) Not erect or allow to be erected on any part of the property or dwelling any advertisement, sign or hoarding or a commercial nature (excluding a professionally made "For Sale" sign not exceeding 2 square metres in size).
- (k) Not use the Lot for any commercial or business activity save that a home office is permissible.
- (l) Not permit the placement of a shipping container on the Lot unless that shipping container has been fully screened by trees or wooden panelling.

ENFORCEMENT

- 4. The developer shall not be required or obligated to enforce all or any of the foregoing covenants, stipulations and restrictions, nor will the developer be liable to any other party for any breach thereof by any Covenantor.
- 5. If there should be any breach or non-observance of any of the foregoing covenants, then, without prejudice to any other liability which the Covenantor may have to any Covenantee, the Covenantor will, upon written demand being made by any Covenantee:

- (a) Pay to such Covenantee as liquidated damages the sum of two hundred and fifty dollars (\$250.00) per day for every day that such breach or non-observance continues after the date being two working days upon which written demand has been made, provided that if more than one person is making such demand, then such sum shall be shared between those persons;
 - (b) If applicable, remove or cause to be removed from the Covenantor's land any second hand or used dwelling, garage, carport, building or other structure erected on the Covenantor's land in breach or non-observance of the foregoing covenants; and
 - (c) If applicable, replace any building materials used or permitted to be used in breach or non-observance of the foregoing covenants.
6. The Covenantor covenants that the Covenantor will, at all times, indemnify the Covenantee from all proceedings, costs, claims and demands in respect of breaches by the Covenantor of any of the stipulations, restrictions and covenants in this instrument.

GENERAL

- 7. The covenants in this instrument will immediately cease to apply to any land (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.
- 8. The covenants in this instrument will all expire 7 years from the date of registration.
- 9. If any 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.
- 10. Despite any other provision of this instrument, if the written consent of the developer is obtained to any action or omission, that action or omission will be deemed to not constitute a breach of any covenant within this instrument.

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



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