PROPERTY INFORMATION

A
+ S

AMY + SHAR
021 077 9945 / 027 555 0654
amy@asrealestate.co.nz
shar@asrealestate.co.nz

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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A

+ S

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 **394389**

Land Registration District **Canterbury**

Date Issued 23 January 2008

Prior References
CB45D/1292

Estate Fee Simple

Area 3978 square metres more or less

Legal Description Lot 80 Deposited Plan 398852

Registered Owners
David William Smith and Belinda Maree Wilson

Interests

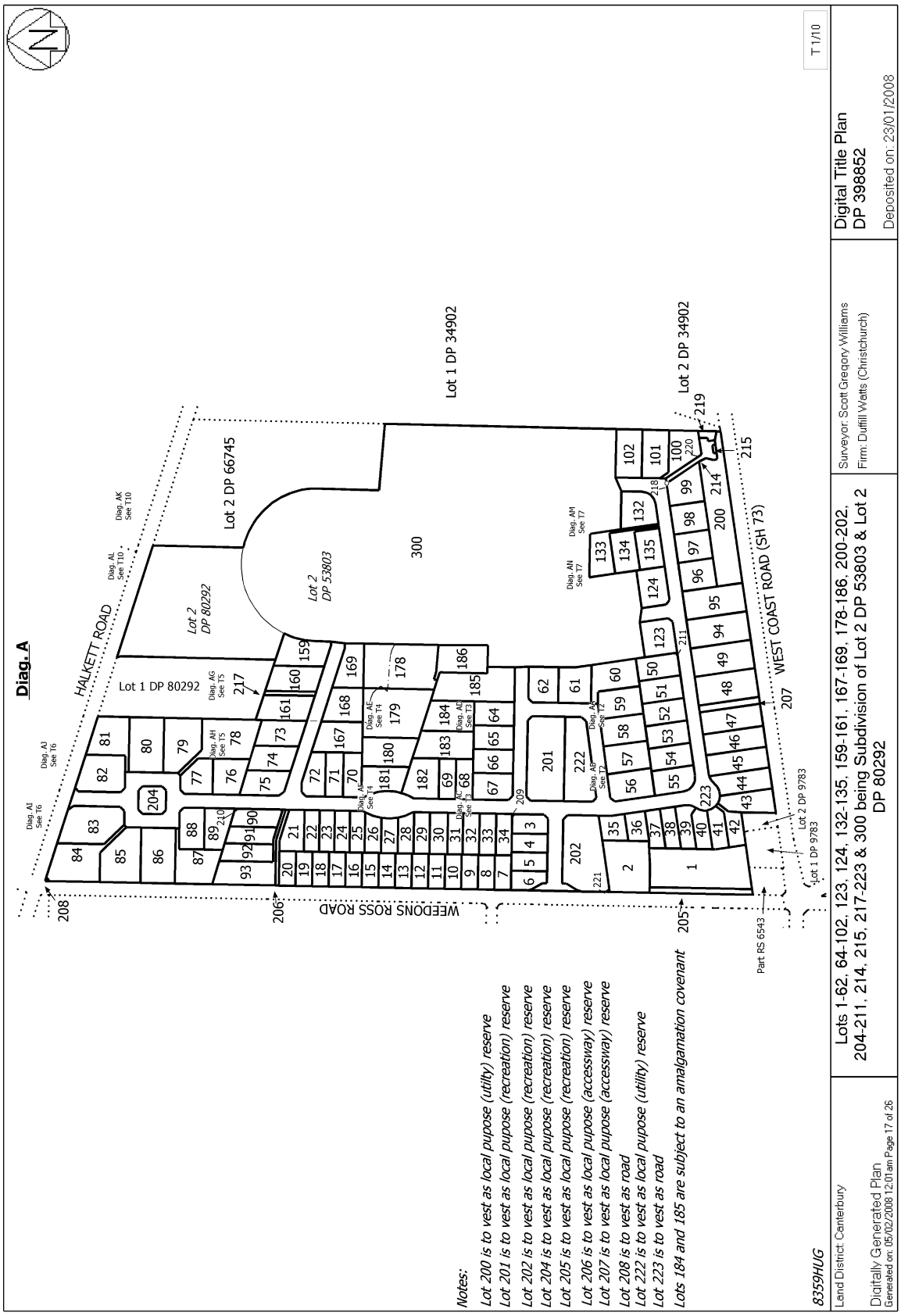
7687768.10 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 23.1.2008 at 9:00 am

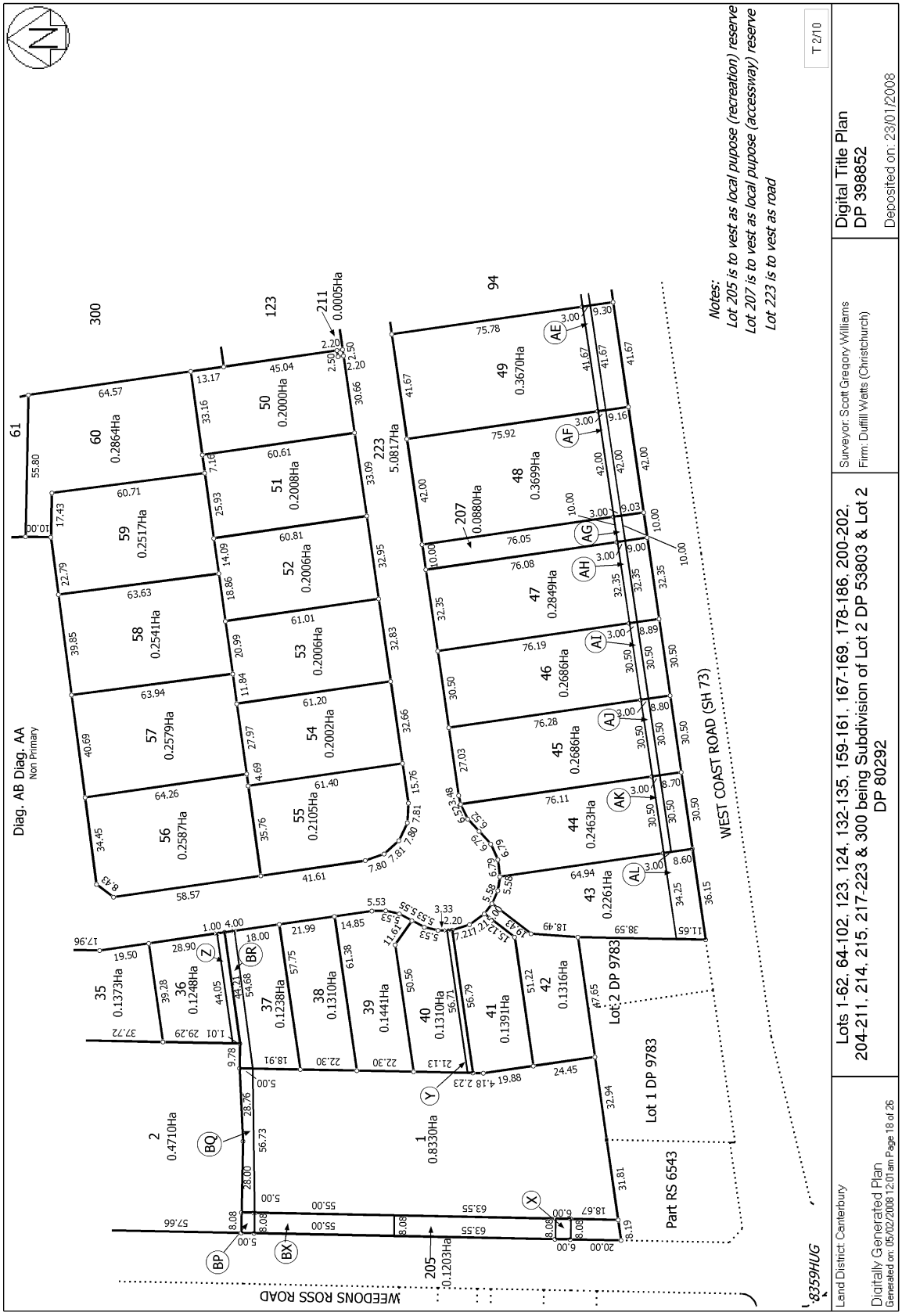
Land Covenant in Easement Instrument 7687768.15 - 23.1.2008 at 9:00 am

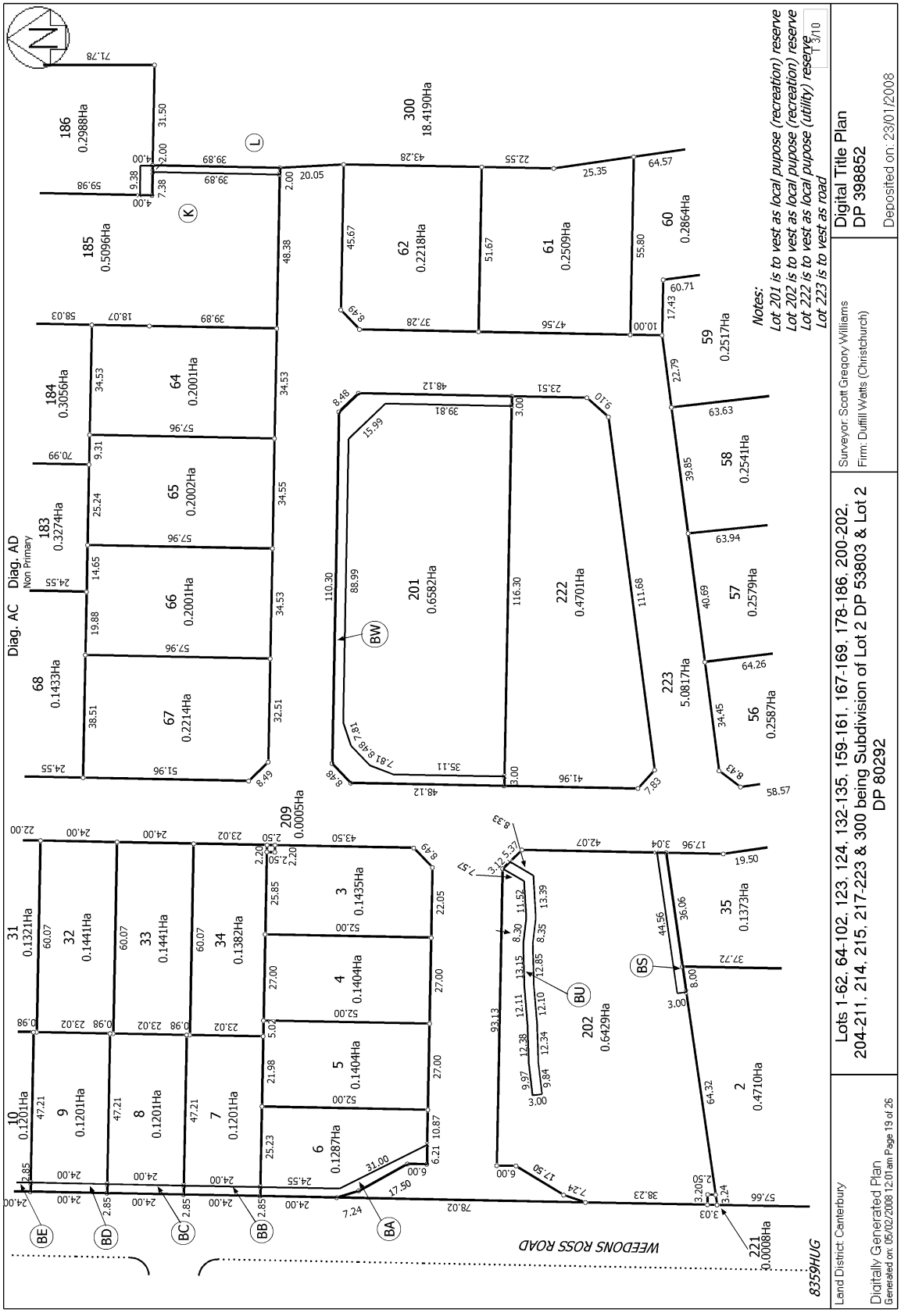
Land Covenant in Easement Instrument 7687768.17 - 23.1.2008 at 9:00 am

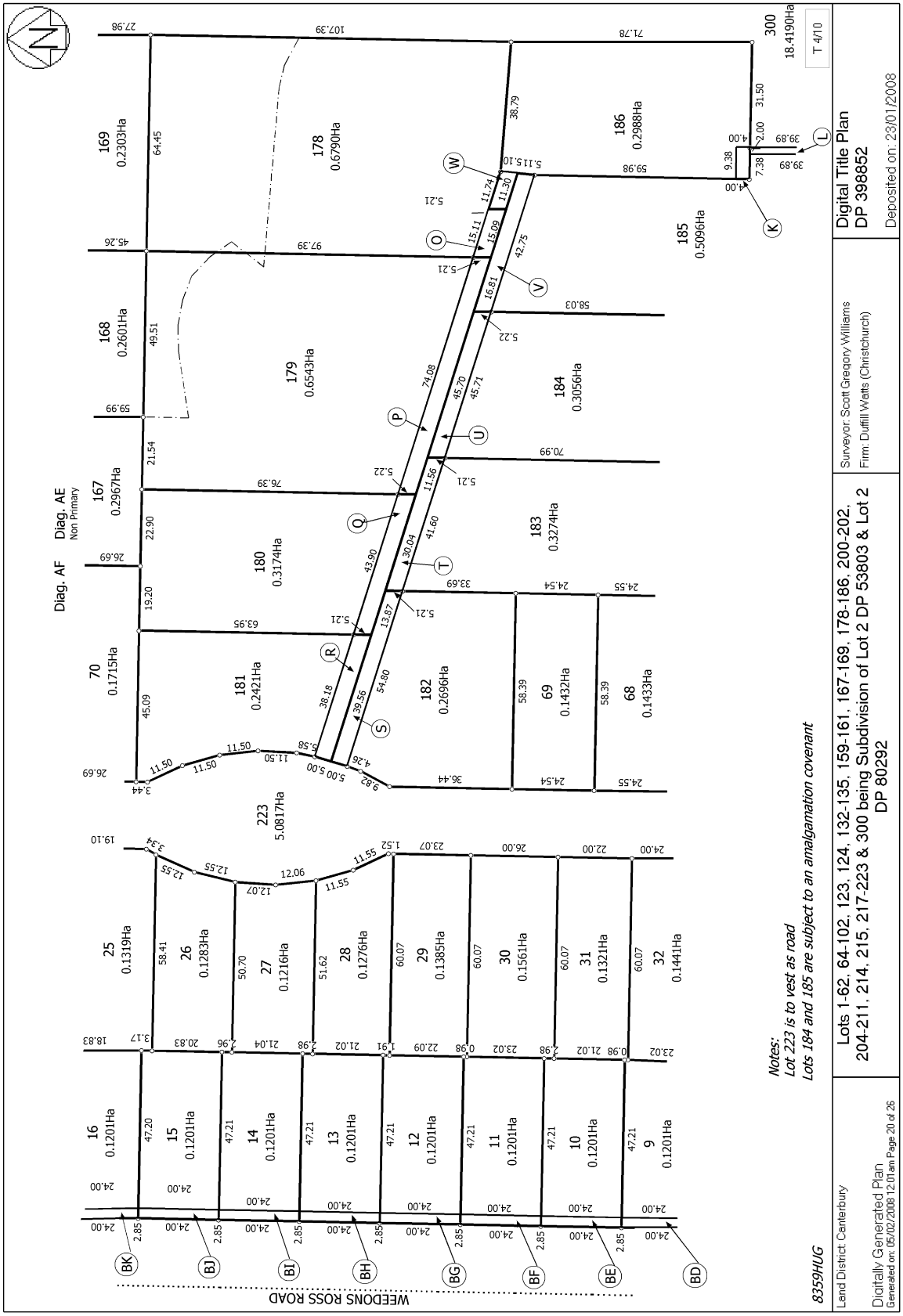
Fencing Covenant in Easement Instrument 7687768.17 - 23.1.2008 at 9:00 am

11752363.3 Mortgage to Westpac New Zealand Limited - 28.5.2020 at 12:06 pm


Diag. A
HALKETT ROAD
WEEDONS ROSS ROAD
WEST COAST ROAD (SH 73)
Lot 1 DP 80292
Lot 2 DP 66745
Lot 2 DP 80292
Lot 2 DP 53803
Lot 1 DP 34902
Lot 2 DP 34902
300
Part RS 6543
Lot 2 DP 9783
Lot 1 DP 9783
Diag. AI See T6
Diag. AJ See T6
Diag. AK See T10
Diag. AL See T10
Diag. AG See T5
Diag. AH See T5
Diag. AE See T4
Diag. AF See T4
Diag. AC See T3
Diag. AD See T3
Diag. AA See T2
Diag. AB See T2
Diag. AM See T7
Diag. AN See T7
T 1/10
Notes:
Lot 200 is to vest as local pupose (utility) reserve
Lot 201 is to vest as local pupose (recreation) reserve
Lot 202 is to vest as local pupose (recreation) reserve
Lot 204 is to vest as local pupose (recreation) reserve
Lot 205 is to vest as local pupose (recreation) reserve
Lot 206 is to vest as local pupose (accessway) reserve
Lot 207 is to vest as local pupose (accessway) reserve
Lot 208 is to vest as road
Lot 222 is to vest as local pupose (utility) reserve
Lot 223 is to vest as road
Lots 184 and 185 are subject to an amalgamation covenant
8359HUG
Land District: Canterbury
Digitally Generated Plan
Generated on: 05/02/2008 12:01am Page 17 of 26
Lots 1-62, 64-102, 123, 124, 132-135, 159-161, 167-169, 178-186, 200-202, 204-211, 214, 215, 217-223 & 300 being Subdivision of Lot 2 DP 53803 & Lot 2 DP 80292
Surveyor: Scott Gregory Williams
Firm: Duffill Watts (Christchurch)
Digital Title Plan
DP 398852
Deposited on: 23/01/2008


Notes:
Lot 205 is to vest as local pupose (recreation) reserve
Lot 207 is to vest as local pupose (accessway) reserve
Lot 223 is to vest as road
T 2/10
Digital Title Plan
DP 398852
Deposited on: 23/01/2008
Surveyor: Scott Gregory Williams
Firm: Duffill Watts (Christchurch)
Lots 1-62, 64-102, 123, 124, 132-135, 159-161, 167-169, 178-186, 200-202, 204-211, 214, 215, 217-223 & 300 being Subdivision of Lot 2 DP 53803 & Lot 2 DP 80292
Land District: Canterbury
Digitally Generated Plan
Generated on: 05/02/2008 12:01am Page 18 of 26
WEST COAST ROAD (SH 73)
WEEDONS ROSS ROAD
Lot 1 DP 9783
Lot 2 DP 9783
Part RS 6543
Diag. AB Diag. AA
Non Primary


Notes:
Lot 201 is to vest as local pupose (recreation) reserve
Lot 202 is to vest as local pupose (recreation) reserve
Lot 222 is to vest as local pupose (utility) reserve
Lot 223 is to vest as road
T 3/10
Digital Title Plan
DP 398852
Deposited on: 23/01/2008
Surveyor: Scott Gregory Williams
Firm: Duffill Watts (Christchurch)
Lots 1-62, 64-102, 123, 124, 132-135, 159-161, 167-169, 178-186, 200-202, 204-211, 214, 215, 217-223 & 300 being Subdivision of Lot 2 DP 53803 & Lot 2 DP 80292
Land District: Canterbury
Digitally Generated Plan
Generated on: 05/02/2008 12:01am Page 19 of 26
8359HUG
WEEDONS ROSS ROAD
Diag. AC
Diag. AD
Non Primary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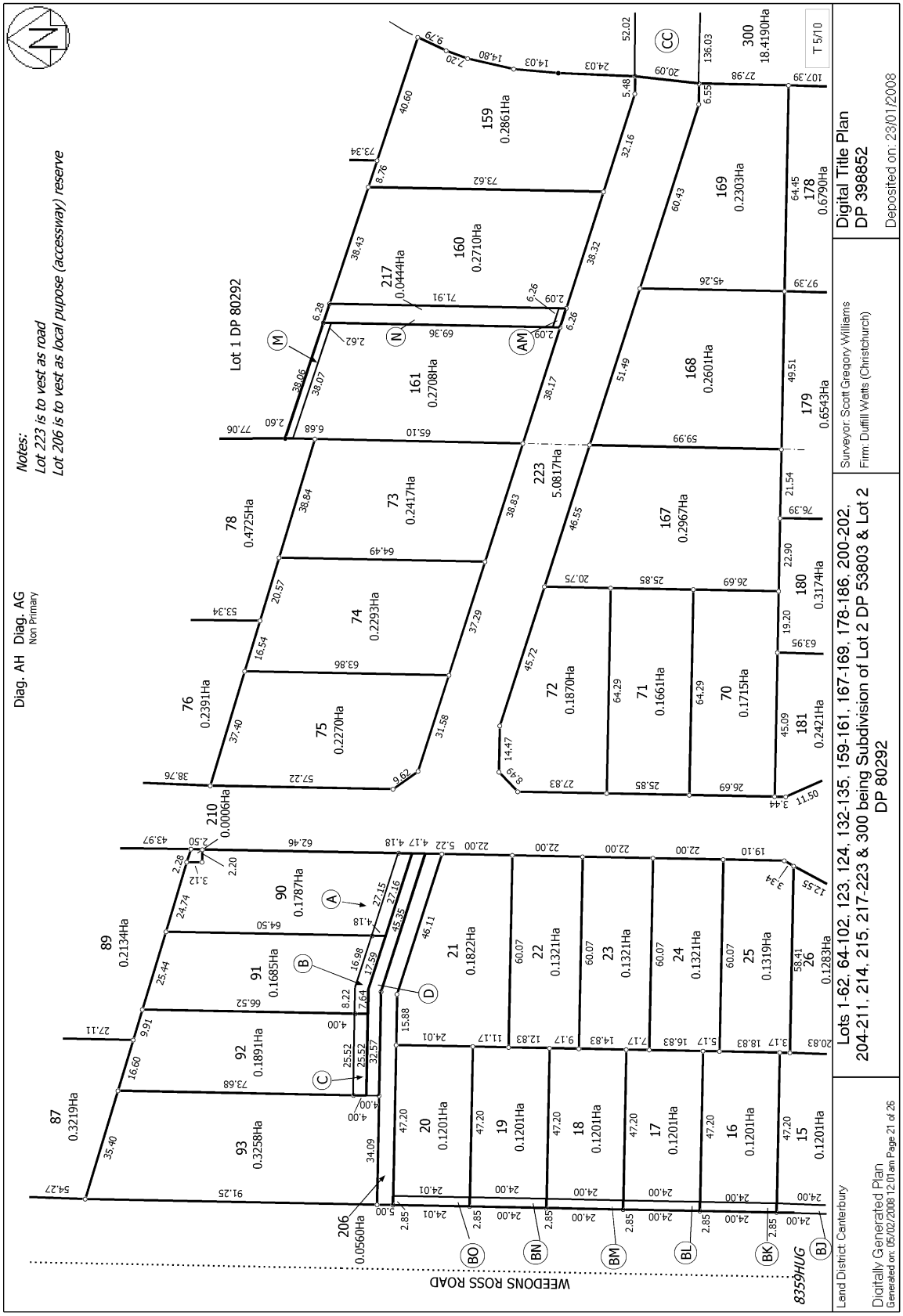
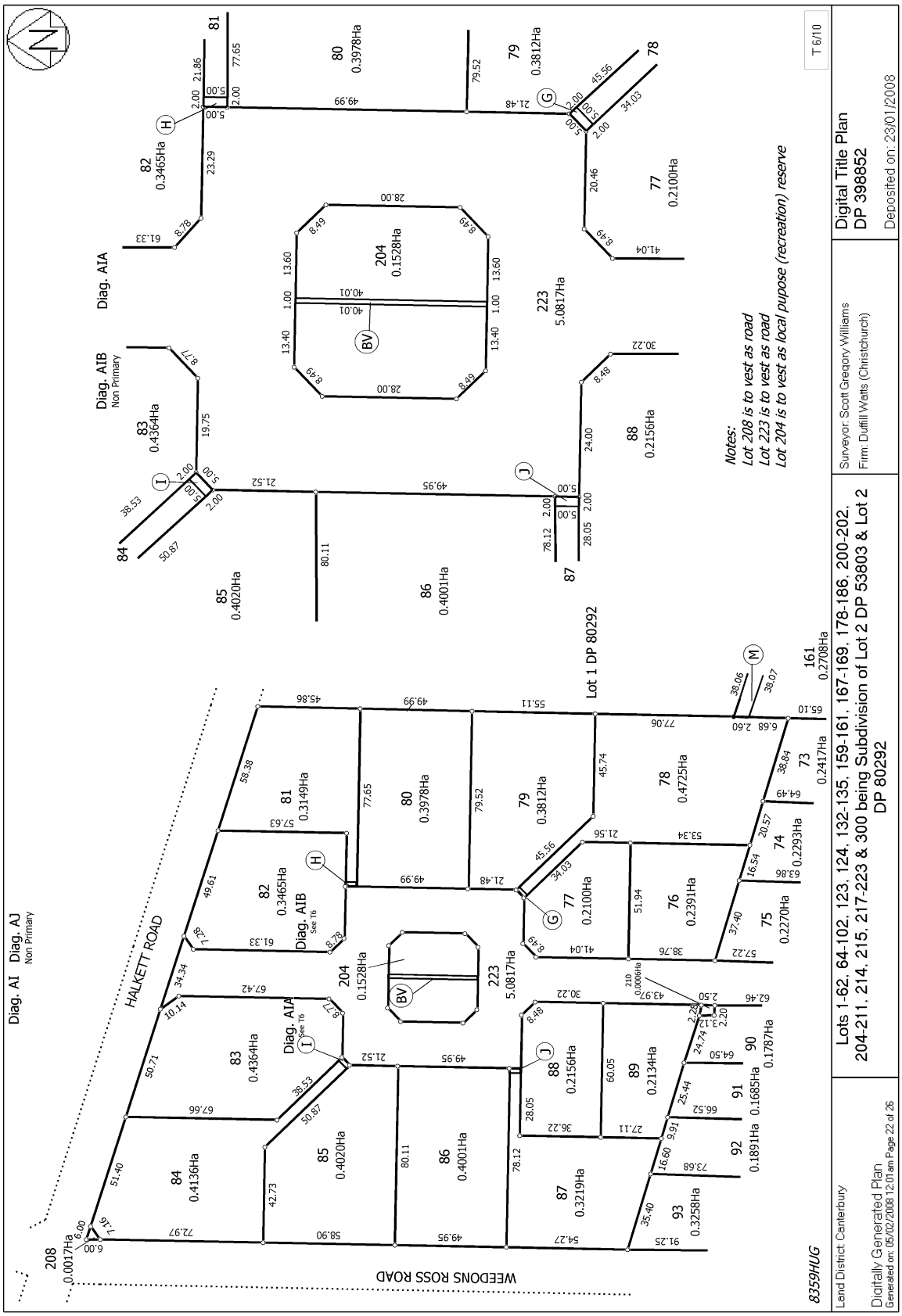
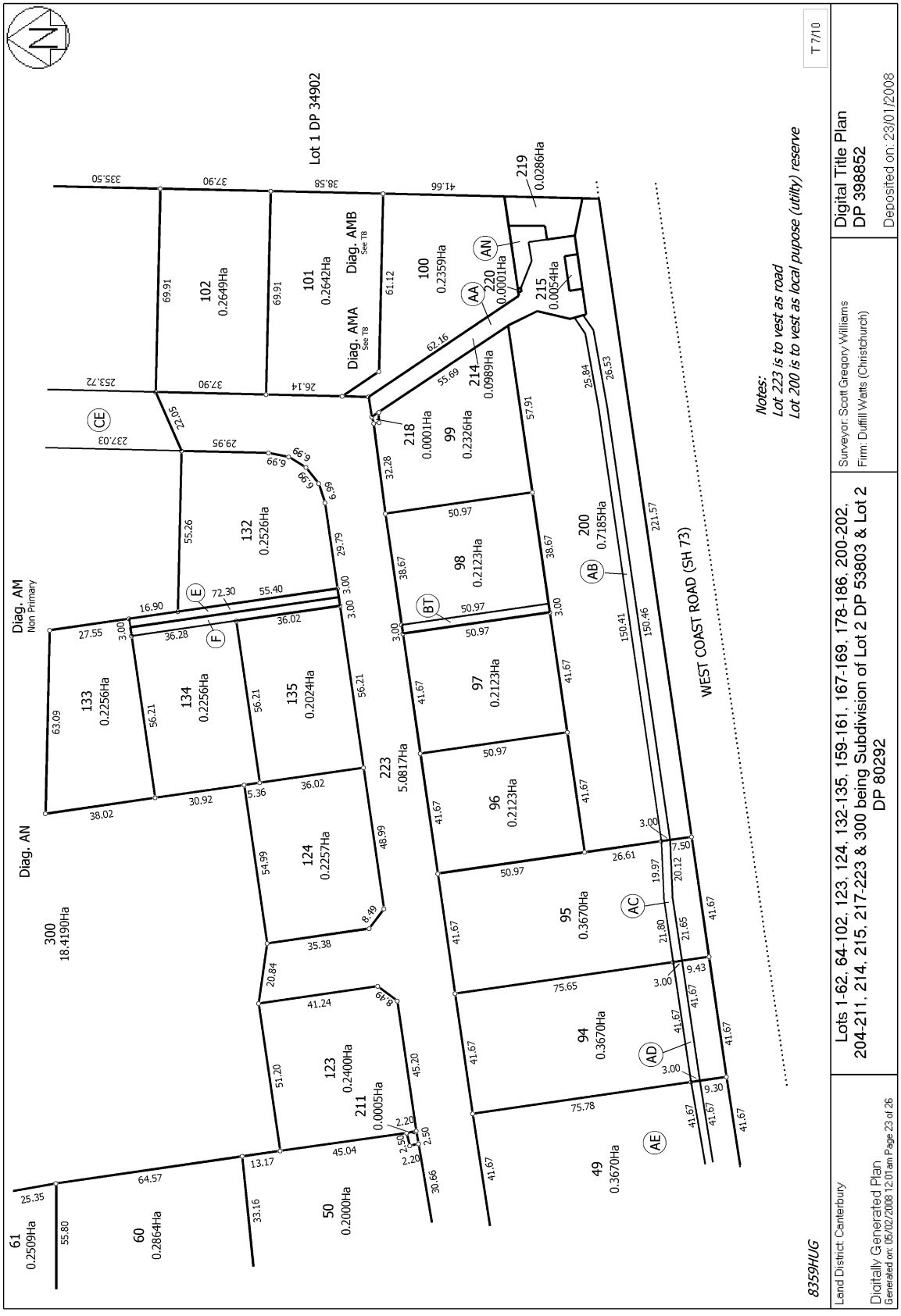
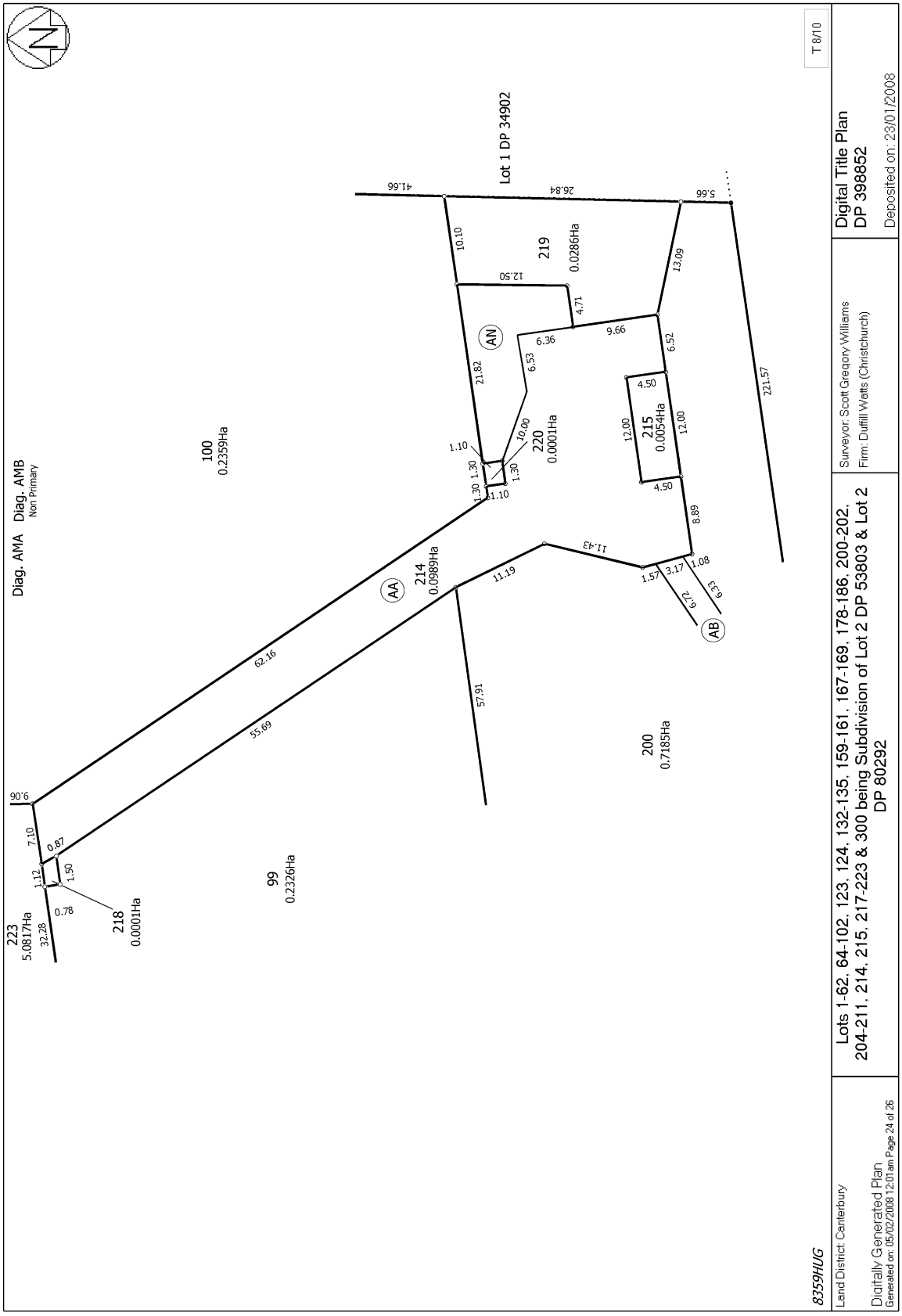
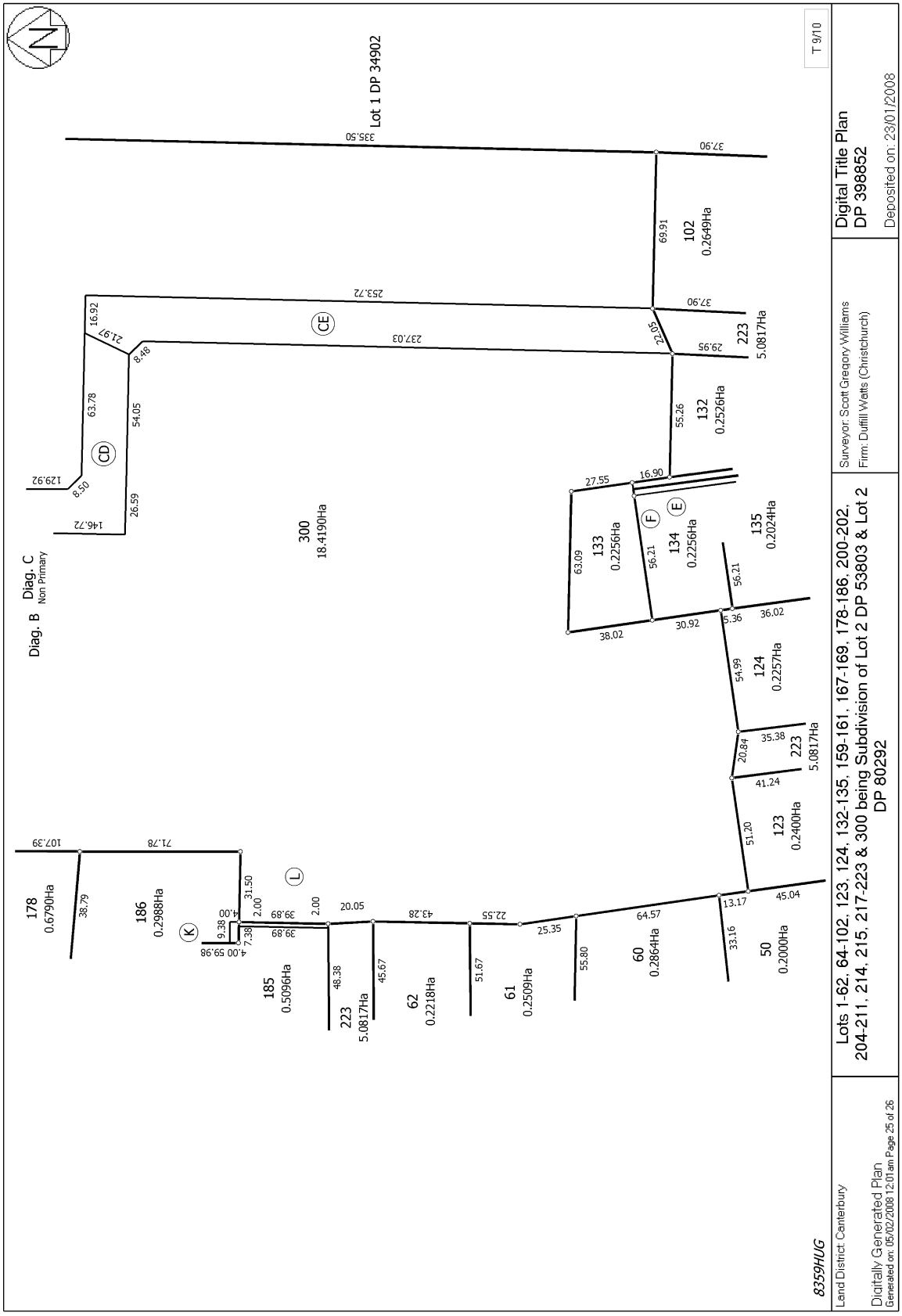
DP 398852
Deposited on: 23/01/2008
Surveyor: Scott Gregory Williams
Firm: Duffill Watts (Christchurch)
Lots 1-62, 64-102, 123, 124, 132-135, 159-161, 167-169, 178-186, 200-202, 204-211, 214, 215, 217-223 & 300 being Subdivision of Lot 2 DP 53803 & Lot 2 DP 80292
Notes:
Lot 223 is to vest as road
Lots 184 and 185 are subject to an amalgamation covenant
8359HUG
Land District: Canterbury
Digitally Generated Plan
Generated on: 05/02/2008 12:01am Page 20 of 26
WEEDONS ROSS ROAD
Diag. AE
Non Primary
Diag. AF
T 4/10

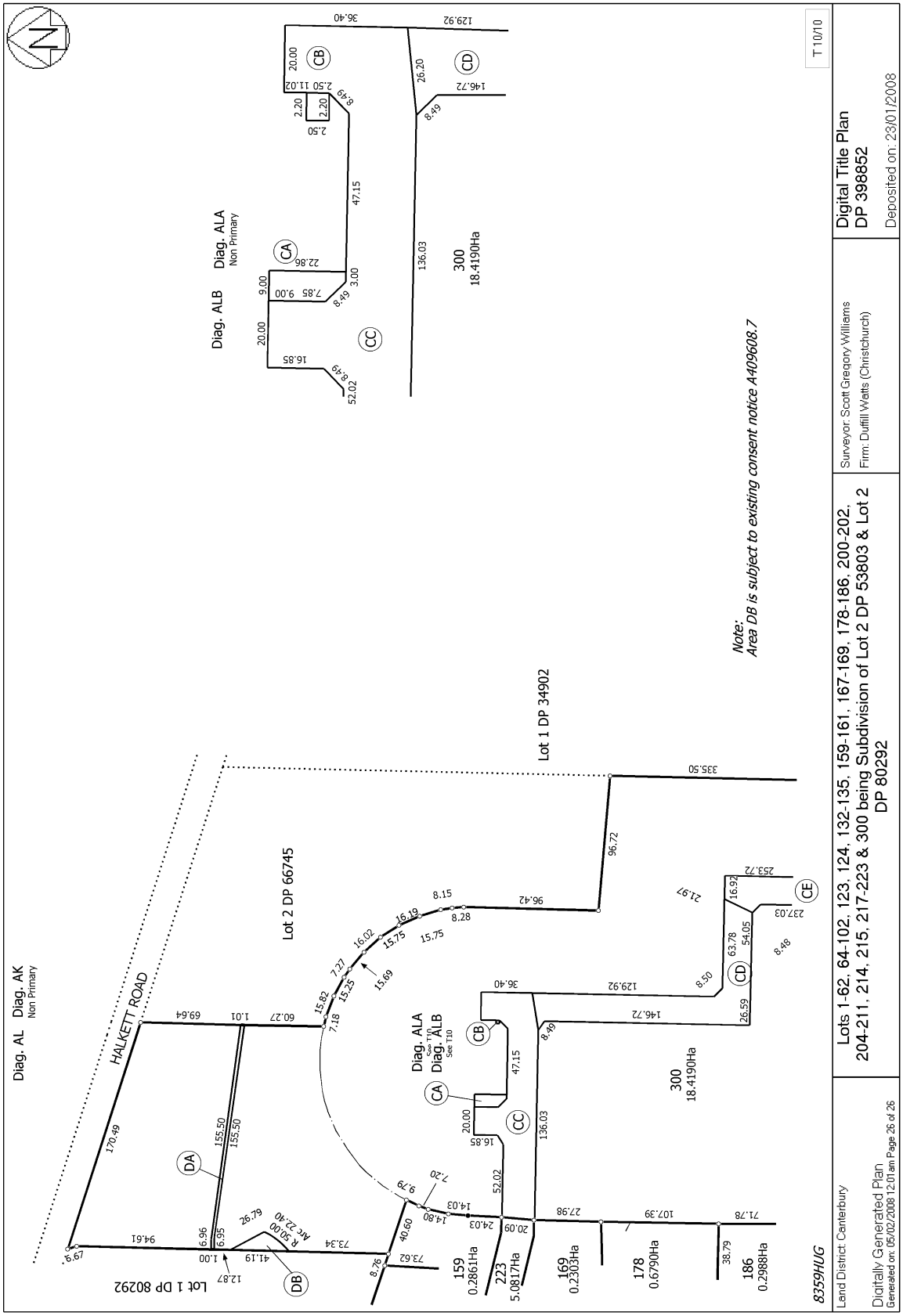

Notes:
Lot 223 is to vest as road
Lot 206 is to vest as local pupose (accessway) reserve
Diag. AH
Diag. AG
Non Primary
Lot 1 DP 80292
WEEDONS ROSS ROAD
Digital Title Plan
DP 398852
Deposited on: 23/01/2008
Surveyor: Scott Gregory Williams
Firm: Duffill Watts (Christchurch)
Lots 1-62, 64-102, 123, 124, 132-135, 159-161, 167-169, 178-186, 200-202, 204-211, 214, 215, 217-223 & 300 being Subdivision of Lot 2 DP 53803 & Lot 2 DP 80292
Land District: Canterbury
Digitally Generated Plan
Generated on: 05/02/2008 12:01am Page 21 of 26
8359HUG


Lot 1 DP 80292
HALKETT ROAD
WEEDONS ROSS ROAD
Diag. AI Diag. AJ Non Primary
Diag. AIA
Diag. AIB Non Primary
Diag. AIB See T6
Diag. AIA See T6
Notes:
Lot 208 is to vest as road
Lot 223 is to vest as road
Lot 204 is to vest as local pupose (recreation) reserve
T 6/10
Digital Title Plan DP 398852
Deposited on: 23/01/2008
Surveyor: Scott Gregory Williams
Firm: Duffill Watts (Christchurch)
Lots 1-62, 64-102, 123, 124, 132-135, 159-161, 167-169, 178-186, 200-202, 204-211, 214, 215, 217-223 & 300 being Subdivision of Lot 2 DP 53803 & Lot 2 DP 80292
Land District: Canterbury
Digitally Generated Plan
Generated on: 05/02/2008 12:01am Page 22 of 26
8359HUG


Lot 1 DP 34902
WEST COAST ROAD (SH 73)
Notes:
Lot 223 is to vest as road
Lot 200 is to vest as local pupose (utility) reserve
T 7/10
Digital Title Plan
DP 398852
Deposited on: 23/01/2008
Surveyor: Scott Gregory Williams
Firm: Duffill Watts (Christchurch)
Lots 1-62, 64-102, 123, 124, 132-135, 159-161, 167-169, 178-186, 200-202, 204-211, 214, 215, 217-223 & 300 being Subdivision of Lot 2 DP 53803 & Lot 2 DP 80292
Land District: Canterbury
Digitally Generated Plan
Generated on: 05/02/2008 12:01am Page 23 of 26
8359HUG


Lot 1 DP 34902
Diag. AMA
Diag. AMB
Non Primary
100
0.2359Ha
219
0.0286Ha
220
0.0001Ha
215
0.0054Ha
214
0.0989Ha
200
0.7185Ha
99
0.2326Ha
223
5.0817Ha
218
0.0001Ha
AA
AB
AN
T 8/10
8359HUG
Land District: Canterbury
Digitally Generated Plan
Generated on: 05/02/2008 12:01am Page 24 of 26
Lots 1-62, 64-102, 123, 124, 132-135, 159-161, 167-169, 178-186, 200-202, 204-211, 214, 215, 217-223 & 300 being Subdivision of Lot 2 DP 53803 & Lot 2 DP 80292
Surveyor: Scott Gregory Williams
Firm: Duffill Watts (Christchurch)
Digital Title Plan
DP 398852
Deposited on: 23/01/2008


Lot 1 DP 34902
Diag. B
Diag. C
Non Primary
300
18.4190Ha
102
0.2649Ha
223
5.0817Ha
132
0.2526Ha
133
0.2256Ha
134
0.2256Ha
135
0.2024Ha
124
0.2257Ha
223
5.0817Ha
123
0.2400Ha
50
0.2000Ha
60
0.2864Ha
61
0.2509Ha
62
0.2218Ha
223
5.0817Ha
185
0.5096Ha
186
0.2988Ha
178
0.6790Ha
T 9/10
8359HUG
Digital Title Plan
DP 398852
Deposited on: 23/01/2008
Surveyor: Scott Gregory Williams
Firm: Duffill Watts (Christchurch)
Lots 1-62, 64-102, 123, 124, 132-135, 159-161, 167-169, 178-186, 200-202, 204-211, 214, 215, 217-223 & 300 being Subdivision of Lot 2 DP 53803 & Lot 2 DP 80292
Land District: Canterbury
Digitally Generated Plan
Generated on: 05/02/2008 12:01am Page 25 of 26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DP 398852
Deposited on: 23/01/2008
Surveyor: Scott Gregory Williams
Firm: Duffill Watts (Christchurch)
Lots 1-62, 64-102, 123, 124, 132-135, 159-161, 167-169, 178-186, 200-202, 204-211, 214, 215, 217-223 & 300 being Subdivision of Lot 2 DP 53803 & Lot 2 DP 80292
Land District: Canterbury
Digitally Generated Plan
Generated on: 05/02/2008 12:01am Page 26 of 26
8359HUG
Note:
Area DB is subject to existing consent notice A409608.7
Lot 1 DP 34902
Lot 2 DP 66745
Lot 1 DP 80292
HALKETT ROAD
Diag. AL Diag. AK
Non Primary
Diag. ALB Diag. ALA
Non Primary
Diag. ALA
Diag. ALB
See T10
300
18.4190Ha
159
0.2861Ha
223
5.0817Ha
169
0.2303Ha
178
0.6790Ha
186
0.2988Ha
T 10/10

Selwyn DISTRICT COUNCIL

2 NORMAN KIRK DRIVE
PO BOX 90, ROLLESTON 7643
PH: (03) 347 2800 FAX: (03) 347 2799

IN THE MATTER OF the Resource Management Act 1991 REF No.....

AND

IN THE MATTER OF Subdivision Consent Application RC 065186

CONO 7687768.10 Con
Cpy - 01/01, Pgs - 001, 22/01/08, 11:42
DocID: 212127202

CONSENT NOTICE PURSUANT TO SECTION 221, RESOURCE MANAGEMENT ACT 1991

To: The District Land Registrar
Canterbury Land Registration District

TAKE NOTICE that the land hereinafter described ("***the Land***") is subject to conditions in relation to a subdivision consent as follows:-

Given the location of the site within the West Melton Lighting Observatory Area, any outdoor lighting is to be shielded so that any light spill is directed at an angle 90 degrees below the vertical.

DESCRIPTION OF LAND AFFECTED BY CONSENT NOTICE

Lot	Certificate of Title
1 to 62 (inclusive)	394311 to 394372 (inclusive)
64 to 102 (inclusive)	394373 to 394411 (inclusive)
123 to 124 (inclusive)	394412 to 394413 (inclusive)
132 to 135 (inclusive)	394414 to 394417 (inclusive)
159 to 161 (inclusive)	394418 to 394420 (inclusive)
167 to 169 (inclusive)	394421 to 394423 (inclusive)
178 to 186 (inclusive)	394424 to 394432 (inclusive)
200 to 202 (inclusive)	394433 to 394435 (inclusive)
204 to 207 (inclusive)	394436 to 394439 (inclusive)
214	394443
217	394445
219	394447
222	394450
300	394451

DATED this 21ST day of JANUARY 2008

SIGNED for and on behalf of **THE SELWYN DISTRICT COUNCIL** Pursuant to Section 252 of the Local Government Act 1974

Authorised Officer

Easement instrument to ~~grant easement or profit a prendre, or~~ create land covenant

Sections 90A and 90, Land Transfer Act 1952

Land registration district

CANTERBURY

EI 7687768.15 Easeme
Cpy – 01/01, Pgs – 013, 22/01/08, 11:45
DocID: 212127210

Grantor *Surname(s) must be underlined*

R D HUGHES DEVELOPMENTS LIMITED

Grantee *Surname(s) must be underlined*

R D HUGHES 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).

Dated this 14th day of January 20 08

Attestation

..... **Director** ..... **Director**	**Signed in my presence by the Grantor** R D Hughes Developments Limited by its Directors ..... *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** **Address**
..... **Director** ..... **Director**	**Signed in my presence by the Grantee** R D Hughes Developments Limited by its Directors ..... *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** **Address**

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule

Easement Instrument Dated 1411108 Page 1 of 1 pages

Schedule A *Continue in additional Annexure Schedule, if required.*

Purpose (nature and extent) of easement, *profit*, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT *or* in gross)
Land Covenant	DP 398852	See attached Annexure Schedule 2	See attached Annexure Schedule 2

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

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

~~Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.~~

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

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

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

Covenant provisions

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

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

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

[Annexure Schedule 2]

All signing parties and either their witnesses or solicitors must sign or initial in this box

Annexure Schedule 2

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Instrument	Dated	19/1/06	Page	1	of	9	pages

(Continue in additional Annexure Schedule, if required)

1. Land Covenants *("Covenants")*

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

1.2. These Covenants shall:

(a) run with each of:

Lot	Certificate of Title
35 to 42 (inclusive)	394345 to 394352 (inclusive)
64 to 66 (inclusive)	394373 to 394375 (inclusive)
68 to 70 (inclusive)	~~394477 to 394479~~ (inclusive) 394377 to 394379
167	394421

(each such Lot being a "Servient Tenement" for the purposes of this Easement Instrument); and

(b) be for the benefit of and appurtenant to each of:

Lot	Certificate of Title
1 to 62 (inclusive)	394311 to 394372 (inclusive)
64 to 102 (inclusive)	394373 to 394411 (inclusive)
123 to 124 (inclusive)	394412 to 394413 (inclusive)
132 to 135 (inclusive)	394414 to 394417 (inclusive)
159 to 161 (inclusive)	394418 to 394420 (inclusive)
167 to 169 (inclusive)	394421 to 394423 (inclusive)
178 to 186 (inclusive)	394424 to 394432 (inclusive)
300	394451

(each such Lot being a "Dominant Tenement" for the purposes of this Easement Instrument); and

(c) all expire on **1 January 2020** and be void for all purposes including antecedent breach.

Provided that and notwithstanding the foregoing, the within Covenants shall cease to have any effect on any allotments which shall vest or be dedicated as road or reserves in any

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

subsequent stages of the Subdivision. Such date of cessation shall be the date of approval of the subdivision plan for the relevant stage by the territorial authority.

2. **Interpretation**

2.1. For the purposes of these Covenants, unless the context otherwise requires:

(a) **"Allow"** includes do, facilitating, permitting and suffering.

(b) **"Avenue Strip"** means a strip of land parallel to the road frontage to all of the Lots herein defined as a Servient Tenement except Lot 42 (Certificate of Title 394352) at a distance not less than 2 metres and not more than 3 metres from the boundary of the relevant Lots adjacent to the road frontage to the relevant Lots.

(c) **"Avenue Trees"** means trees planted by the Gainsborough along the Avenue Strip.

(d) **"Building"** includes all structures and construction, including (but not limited to) dwelling houses, flats, units, garages, glass-houses and sheds.

(e) **"Construct"** and **"Construction"** includes to install, erect, relocate, repair, renovate, replace or place on the Land, Lot or in any Building and also includes "Allow" to construct.

(f) **"Land"** and **"Lot"** means any lot having the burden and/or the benefit of these Covenants as described in clause 1.2 above.

(g) **"Landscape Features"** includes all fences, walls, wind-breaks, washing lines, letterboxes, satellite dishes, street &/or house numbering and the design of that lettering or numbering), kerbs, footpaths, road frontages, driveways, driveway crossings, entranceways and concrete areas.

(h) **"Gainsborough"** means R D Hughes Developments Limited.

(i) **"Subdivision"** and **"Gainsborough Subdivision"** means all of the lots on DP 398852, including subsequent stages of the subdivision.

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

(a) the headings are for convenience only and shall not affect the interpretation of this instrument;

(b) words importing the singular number include the plural and vice versa and the masculine gender includes the feminine and neuter genders and vice versa;

3. Approvals

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

(a) obtained by the Grantor prior to any work being carried out on the Land; and

(b) shall be given or refused in the sole, absolute and unfettered discretion of Gainsborough; and

(c) subject to Gainsborough reserving its right to approve requests for one party without creating any form of precedent for another party. Further, Gainsborough may refuse an identical request from another party without having to give reasons.

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

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

3.4. The address of Gainsborough (or its agent) for approvals is the registered office for the time being of Gainsborough which at the date hereof is P.O. Box 848, 64 Oxford Terrace, Christchurch.

4. Covenants

Building

4.1. Without first receiving the approval of Gainsborough the Grantor **shall not:**

(a) Construct on the Land any relocated Building or any Building or Landscape Feature other than one constructed on site from new, unused materials.

(b) Construct any Building on the Land with an external cladding (except for the cladding of soffits or gable ends) of unrelieved flat sheet fibrolite, hardiflex, galvanized steel or similar materials.

(c) Use exterior cladding of any material for any Building other than brick, colour steel, natural stone, textured plaster, stained timber plywood or stained timber weather-board, surface coated concrete block, stucco, linear weatherboards, solid plaster or glazing or a combination of the above.

(d) Leave the outside of any Landscape Feature or Building unfinished, or any exterior walls or doors unpainted or unstained except where cedar cladding or decorative brick/stone are used.

(e) Use as a roofing material on any Building any material other than:

(i) Tiles, (including clay, ceramic, concrete, decramastic, pre-coated or pressed steel), or
(ii) Colour steel (including pre-painted, long-run pressed or rolled steel), or
(iii) Wooden shingles, or
(iv) Slate, or
(v) Membrane roofing, or
(vi) Copper; or
(vii) A roofing material approved by Gainsborough.

(f) Allow the Land to be used for any form of temporary residential purposes either by the construction of temporary Buildings or by the placement of caravans, huts and/or vehicles able to be used for human habitation.

(g) Allow any Building on the Land to be occupied as a residence in any way until, (with respect to all Buildings and Landscape Features on that same Lot):

(i) the Code Compliance Certificate(s) has been issued by either the Selwyn District Council or an approved Building Certifier; and

(ii) the Buildings have been completed in accordance with all the terms of these Covenants; and

(iii) all exterior work, decoration and final interior window coverings, as approved, are completely installed; and

(iv) all driveways, paths, fences and other Landscape Features are completed in accordance with these Covenants; and

(v) all unpaved areas viewable from the street are properly grassed or/and landscaped according to the approved plans.

Site Coverage

4.2. Without first receiving the approval of Gainsborough the Grantor **shall not**:

(a) Construct or place or permit to be placed on the Land any Building (which is to be used as a residence):

(i) Which has a floor area of less than 230m² (including a garage under one roof) on lots less than 1,500m² in area;

(ii) Which has a floor area of less than 250m² (including a garage under one roof) on lots more than 1,500m² in area;

Provided that without limiting the size of garaging, in determining the said areas of 230m² and 250m² in clause 4.2(a)(i) & (ii) respectively the maximum area of garage which shall be included in the said areas shall be 36m².

(b) Construct on any Lot more than one Building to be used as a residence.

(c) Construct, what is in the reasonable opinion of Gainsborough, a building greater in height than one storey without the prior written approval of Gainsborough.

Landscape Features and Fences

4.3. Without first receiving the approval of Gainsborough the Grantor **shall not** :

(a) Construct on the Land any Landscape Features, the plans and specifications of which have not been approved by Gainsborough. In particular, there shall be no fences on front and road boundaries without specific design approval of Gainsborough.

(b) Allow boundary fences and/or Landscape Features on or near the side and rear Lot boundaries unless they:

(i) are set back at least 4.5 metres from the front or road; and

(ii) do not exceed 1.8 metres in height; and

(iii) are stained or finished before the dwelling house is occupied; and have the prior written plan and specification approval of Gainsborough as a Landscape Feature; and comply with a specific open plan design specification of Gainsborough for any part within three metres of any road (if approved by Gainsborough at all).

(c) Allow alteration (except for maintenance) or replacement (except with like kind) of the road boundary fence and Landscape Features.

(d) Allow construction, maintenance or repair of footpaths, driveways, driveway crossings, entranceways and any concrete areas on the Land, the plans and specifications of which have not been approved by Gainsborough. In particular, such driveway construction must be of one of the following: - plain concrete, exposed aggregate concrete, paving blocks, paving bricks, cemented stone or grouted tiles. Asphalt concrete or crushed limestone may be acceptable if accompanied by an edging approved by Gainsborough.

(e) Allow maintenance of any Building or Landscape Feature (including the fences and planting referred to in clauses 4.3 (b) & (d) above to deteriorate whereby the standard of presentation is either:

(i) less than that represented in the rest of the Subdivision, or

(ii) unreasonable, taking into account fair wear and tear and the original condition at time that the residential Building on the Land was occupied as a residence.

(f) Erect any letterbox without prior approval of Gainsborough.

(g) Allow any satellite dish, garden statues, fountains or any other exterior ornamental decoration or similar garden or landscaping feature on the Land to be reasonably visible by any other occupier in the Subdivision standing on any kerb, street or road in the Subdivision.

(h) Allow any advertisement, sign or hoarding of any kind to be erected on any part of the Land or any Building (except for compulsory statutory signage, real estate signage pending sale and builder's signage during construction and pending sale). All such signage (including its construction and location) must be approved by Gainsborough prior to construction.

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

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

Avenue Trees

4.5. Without first receiving the Approval of the Grantee, the Grantor **shall not:**
(a) Remove destroy or prune Avenue Trees on the Grantor's Lot.
(b) Replace any Avenue Tree

4.6. The Grantor shall:

(a) Irrigate and fertilise the Avenue Trees on the Grantor's Lot in accordance with sound and reasonable horticultural practice.

(b) Replace the Avenue Trees on the Grantor's Lot which die or are damaged (to such extent that they will not survive as sound specimens congruent with the other Avenue Trees in the Subdivision).

(c) Ensure trees used to replace Avenue Trees on the Grantor's Lot shall be trees of the same species as the other Avenue Trees in the Subdivision and shall be placed in the Avenue Strip in symmetry with the other Avenue Trees in the Subdivision as approved by Gainsborough.

4.7. Any dispute as to whether a Grantor has complied with covenant 4.6 shall be determined by Gainsborough.

General

4.8. Without first receiving the Approval of the Grantee, the Grantor **shall not:**

(a) Erect any Building or Landscape Feature; use any building plans, site plans, specifications (including all exterior colour schemes and window coverings or treatments), landscaping and/or specimen planting plans, fencing designs or builder not approved by Gainsborough prior to any site work or Building commencing.

(b) Allow use of any portable gas cylinders or bottles on the Land or in any building for any permanent cooking, water heating or domestic heating purposes, (except gas bottles for outdoor and barbecue use) unless the reticulated gas supply is, through no fault of the Grantor, unavailable to the land.

(c) Allow any animal (including dogs and other domestic pets) to be kept in or about the Land or Building that is, or is likely to cause, a nuisance or annoyance to other occupiers in the Subdivision or to detract from the Subdivision as a whole. In particular, not to allow on or about the Land any dog which in whole or in part, resembles any of the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds, without prior approval from Gainsborough.

(d) Allow a *"Subdivision of Land"* of the Lot (with the meaning given to those words by the Resource Management Act 1991).

(e) Allow any easement or *"Easement Facility"* (as defined by the Land Transfer Regulations 2002) to be agreed to, granted or registered on the Lot.

5. Enforcement

5.1. If there is any breach or non-observance of any of the foregoing Covenants (and without prejudice to any other liability which the Grantor may have to any other person having the

benefit of these Covenants) the Grantor in breach agrees to and shall, at their cost, (with respect to each individual breach):

(a) Upon written notice being given by the Grantee, (or its agent, or any other party having the benefit of these Covenants) to the party in breach, pay to each such notice giver agreed liquidated damages in the sum of $100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date 30 days after the date upon which each written notice has been given; and

(b) Forthwith upon receipt of such notice to remove or cause to be removed from the land any Building, planting, Landscape Feature or other item erected on the Land in breach or in non-observance of the foregoing Covenants; and

(c) Forthwith upon receipt of any such notice to replace any such building materials or other non-conforming item used in breach or non-observance of the foregoing Covenants with the approved materials; and

(d) Carry out such other remedial work specified in the notice and any other work so as to remedy such breach or non-performance of these Covenants.

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

6. **Dispute Resolution**

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

6.2. If the dispute is not resolved within twenty working days from the date on which the parties begin their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.

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

Society.

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

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Registrar-General of Land Approval 03/6150EF A.D.L.S.

Insert type of instrument
"Caveat", "Mortgage" etc

Page 1 of 1 pages

Consentor *Surname must be underlined or in CAPITALS*	**Capacity and Interest of Consentor** *(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)*
WESTPAC NEW ZEALAND LIMITED	**Mortgagee under mortgage number 7328409.5**

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [ ] if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to ~~[section 238(2) of the Land Transfer Act 1952]~~

~~[section of the Act]~~

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the **Consentor hereby consents** to:

registration of the within instrument

Dated this day of 15 JAN 2008

Attestation

Signed by **WESTPAC NEW ZEALAND LIMITED** incorporated in New Zealand by its attorney GABRIELLE MARY MASON in the presence of	**Signed in my presence by the Consentor** **Signature of Witness** *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** WINSOR WING SHEUNG SCHAUER BANK OFFICER **Address** WESTPAC NEW ZEALAND LIMITED LEGAL SERVICES UNIT AUCKLAND
Signature of Consentor	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

REF: 7029 – AUCKLAND DISTRICT LAW SOCIETY

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, GABRIELLE MARY MASON, of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006, a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.

2. **THAT** at the date of this certificate I am a Tier One Attorney for Westpac New Zealand Limited.

3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise

SIGNED at **Auckland**

On this 15th day of January 2008

Gabrielle Mary Mason

Easement instrument to ~~grant easement or profit a prendre, or~~ create land covenant

Sections 90A and 90, Land Transfer Act 1952

Land registration district

CANTERBURY

EI 7687768.17 Easeme
Cpy - 01/01, Pgs - 014, 22/01/08, 11:46
DocID: 212127218

Grantor *Surname(s) must be underlined*

R D HUGHES DEVELOPMENTS LIMITED

Grantee *Surname(s) must be underlined*

R D HUGHES 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).

Dated this 19th day of January 2008

Attestation

..... **Director**	**Signed in my presence by the Grantor** R D Hughes Developments Limited by its Directors ..... *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** **Address**
..... **Director**	
..... **Director**	**Signed in my presence by the Grantee** R D Hughes Developments Limited by its Directors ..... *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** **Address**
..... **Director**	

Certified correct for the purposes of the Land Transfer Act 1952

18/1

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule

Easement Instrument Dated 19/11/08 Page 1 of 1 pages

Schedule A *Continue in additional Annexure Schedule, if required.*

Purpose (nature and extent) of easement, *profit*, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT *or* in gross)
Land Covenant	DP 398852	See attached Annexure Schedule 2	See attached Annexure Schedule 2

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

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

~~Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.~~

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

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

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

Covenant provisions

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

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

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

[Annexure Schedule 2]

All signing parties and either their witnesses or solicitors must sign or initial in this box

1. Land Covenants *("Covenants")*

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

1.2. These Covenants shall:

(a) run with each of:

Lot	Certificate of Title
1	394311
3 to 34 (inclusive)	394313 to 394344 (inclusive)
43 to 62 (inclusive)	394353 to 394372
67	394376
71 to 102 (inclusive)	394380 to 394411 (inclusive)
123 to 124 (inclusive)	394412 to 394413 (inclusive)
132 to 135 (inclusive)	394414 to 394417 (inclusive)
159 to 161 (inclusive)	394418 to 394420 (inclusive)
168 to 169 (inclusive)	394422 to 394423 (inclusive)
178 to 186 (inclusive)	394424 to 394432 (inclusive)

(each such Lot being a "Servient Tenement" for the purposes of this Easement Instrument); and

(b) be for the benefit of and appurtenant to each of:

Lot	Certificate of Title
1 to 62 (inclusive)	394311 to 394372 (inclusive)
64 to 102 (inclusive)	394373 to 394411 (inclusive)
123 to 124 (inclusive)	394412 to 394413 (inclusive)
132 to 135 (inclusive)	394414 to 394417 (inclusive)
159 to 161 (inclusive)	394418 to 394420 (inclusive)
167 to 169 (inclusive)	394421 to 394423 (inclusive)
178 to 186 (inclusive)	394424 to 394432 (inclusive)
214	394443
217	394445
219	394447
300	394451

(each such Lot being a "Dominant Tenement" for the purposes of this Easement Instrument); and

(c) all expire on **1 January 2020** and be void for all purposes including antecedent breach.

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

2. **Interpretation**

2.1. For the purposes of these Covenants, unless the context otherwise requires:

(a) **"Allow"** includes do, facilitating, permitting and suffering.

(b) **"Avenue Strip"** means a strip of land parallel to the road frontage to all of the Lots herein defined as a Servient Tenement except the following Lots:

Lot	Certificate of Title
7 to 20 (inclusive)	394317 to 394330 (inclusive)
60	394370
78	394387
81	394390
84	394393
87	394396
91 to 93 (inclusive)	394400 to 394402 (inclusive)
133 to 134 (inclusive)	394415 to 394416 (inclusive)

at a distance not less than 2 metres and not more than 3 metres from the boundary of the relevant Lots adjacent to the road frontage to the relevant Lots.

(c) **"Avenue Trees"** means trees planted by Gainsborough along the Avenue Strip.

(d) **"Building"** includes all structures and construction, including (but not limited to) dwelling houses, flats, units, garages, glass-houses and sheds.

(e) **"Construct"** and **"Construction"** includes to install, erect, relocate, repair, renovate, replace or place on the Land, Lot or in any Building and also includes "Allow" to construct.

(f) **"Entrance Feature Wall"** means the entrance feature wall constructed by Gainsborough along the Entrance Strip.

(g) **Entrance Strip"** means a strip of land parallel to the road frontage to:

Lot	Certificate of Title
3 to 6 (inclusive)	394313 to 394316 (inclusive)

at a distance not less than 5.50 metres and not more than 6.50 metres from the boundary of the relevant Lot adjacent to the road frontage to the said Lot.

(h) **"Land"** and **"Lot"** means any lot having the burden and/or the benefit of these Covenants as described in clause 1.2 above.

(i) **"Landscape Features"** includes all fences, walls, wind-breaks, washing lines, letterboxes, satellite dishes, street &/or house numbering and the design of that lettering or numbering), kerbs, footpaths, road frontages, driveways, driveway crossings, entranceways and concrete areas.

(j) **"Gainsborough"** means R D Hughes Developments Limited.

(k) **"Subdivision"** and **"Gainsborough Subdivision"** means all of the lots on DP 398852, including subsequent stages of the subdivision.

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

(a) the headings are for convenience only and shall not affect the interpretation of this instrument;

(b) words importing the singular number include the plural and vice versa and the masculine gender includes the feminine and neuter genders and vice versa;

3. Approvals

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

(a) obtained by the Grantor prior to any work being carried out on the Land; and

(b) shall be given or refused in the sole, absolute and unfettered discretion of

Gainsborough; and

(c) subject to Gainsborough reserving its right to approve requests for one party without creating any form of precedent for another party. Further, Gainsborough may refuse an identical request from another party without having to give reasons.

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

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

3.4. The address of Gainsborough (or its agent) for approvals is the registered office for the time being of Gainsborough which at the date hereof is P.O. Box 848, 64 Oxford Terrace, Christchurch.

4. Covenants

Building

4.1. Without first receiving the approval of Gainsborough the Grantor **shall not:**

(a) Construct on the Land any relocated Building or any Building or Landscape Feature other than one constructed on site from new, unused materials.

(b) Construct any Building on the Land with an external cladding (except for the cladding of soffits or gable ends) of unrelieved flat sheet fibrolite, hardiflex, galvanized steel or similar materials.

(c) Use exterior cladding of any material for any Building other than brick, colour steel, natural stone, textured plaster, stained timber plywood or stained timber weather-board, surface coated concrete block, stucco, linear weatherboards, solid plaster or glazing or a combination of the above.

(d) Leave the outside of any Landscape Feature or Building unfinished, or any exterior walls or doors unpainted or unstained except where cedar cladding or decorative brick/stone are used.

(e) Use as a roofing material on any Building any material other than:

(i) Tiles, (including clay, ceramic, concrete, decramastic, pre-coated or pressed

steel), or
(ii) Colour steel (including pre-painted, long-run pressed or rolled steel), or
(iii) Wooden shingles, or
(iv) Slate, or
(v) Membrane roofing, or
(vi) Copper; or
(vii) A roofing material approved by Gainsborough.

(f) Allow the Land to be used for any form of temporary residential purposes either by the construction of temporary Buildings or by the placement of caravans, huts and/or vehicles able to be used for human habitation.

(g) Allow any Building on the Land to be occupied as a residence in any way until, (with respect to all Buildings and Landscape Features on that same Lot):
(i) the Code Compliance Certificate(s) has been issued by either the Selwyn District Council or an approved Building Certifier; and

(ii) the Buildings have been completed in accordance with all the terms of these Covenants; and

(iii) all exterior work, decoration and final interior window coverings, as approved, are completely installed; and

(iv) all driveways, paths, fences and other Landscape Features are completed in accordance with these Covenants; and

(v) all unpaved areas viewable from the street are properly grassed or/and landscaped according to the approved plans.

Site Coverage

4.2. Without first receiving the approval of Gainsborough the Grantor **shall not**:
(a) Construct or place or permit to be placed on the Land any Building (which is to be used as a residence):

(i) Which has a floor area of less than 230m² (including a garage under one roof) on lots less than 1,500m² in area, with the exception of Lots 7-20 (inclusive) (Certificates of Title 394317 to 394330 (inclusive)) where the minimum floor area including a garage under one roof is 250m²;

(ii) Which has a floor area of less than 250m² (including a garage under one roof) on lots more than 1,500m² in area;

Provided that without limiting the size of garaging, in determining the said areas of

230m² and 250m² in clause 4.2(a)(i) & (ii) respectively the maximum area of garage which shall be included in the said areas shall be 36m².

(b) Construct on any Lot more than one Building to be used as a residence.

(c) Construct, what is in the reasonable opinion of Gainsborough, a building greater in height than one storey without the prior written approval of Gainsborough.

Landscape Features and Fences

4.3. Without first receiving the approval of Gainsborough the Grantor **shall not** :

(a) Construct on the Land any Landscape Features, the plans and specifications of which have not been approved by Gainsborough. In particular, there shall be no fences on front and road boundaries without specific design approval of Gainsborough.

(b) Allow boundary fences and/or Landscape Features on or near the side and rear Lot boundaries unless they:

(i) are set back at least 4.5 metres from the front or road; and

(ii) do not exceed 1.8 metres in height; and

(iii) are stained or finished before the dwelling house is occupied; and have the prior written plan and specification approval of Gainsborough as a Landscape Feature; and comply with a specific open plan design specification of Gainsborough for any part within three metres of any road (if approved by Gainsborough at all).

(c) Allow alteration (except for maintenance) or replacement (except with like kind) of the road boundary fence and Landscape Features.

(d) Allow construction, maintenance or repair of footpaths, driveways, driveway crossings, entranceways and any concrete areas on the Land, the plans and specifications of which have not been approved by Gainsborough. In particular, such driveway construction must be of one of the following: - plain concrete, exposed aggregate concrete, paving blocks, paving bricks, cemented stone or grouted tiles. Asphalt concrete or crushed limestone may be acceptable if accompanied by an edging approved by Gainsborough.

(e) Allow maintenance of any Building or Landscape Feature (including the fences and planting referred to in clauses 4.3 (b) & (d) above to deteriorate whereby the standard of presentation is either:

(i) less than that represented in the rest of the Subdivision, or

(ii) unreasonable, taking into account fair wear and tear and the original condition at time that the residential Building on the Land was occupied as a residence.

(f) Erect any letterbox without prior approval of Gainsborough.

(g) Allow any satellite dish, garden statues, fountains or any other exterior ornamental decoration or similar garden or landscaping feature on the Land to be reasonably visible by any other occupier in the Subdivision standing on any kerb, street or road in the Subdivision.

(h) Allow any advertisement, sign or hoarding of any kind to be erected on any part of the Land or any Building (except for compulsory statutory signage, real estate signage pending sale and builder's signage during construction and pending sale). All such signage (including its construction and location) must be approved by Gainsborough prior to construction.

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

4.4. Subject to Covenant 4.12 below, the registered proprietor of any Lot who takes title with an approved boundary fence (on any side or rear boundary of the Lot) already constructed on it, which has been paid for in full by an adjoining Lot owner(s) (the ***"Neighbour"***) or Gainsborough, who remains un-reimbursed for it, shall be liable to reimburse each such Neighbour for 50% of the actual or reasonable cost of that boundary fence.

Entrance Strip Wall (lots 3-6)

4.5. Without first receiving the approval of the Grantee, the Grantor **shall not** alter the design, exterior coating/sealer, colour or structure of the Entrance Feature Wall constructed on the Entrance Strip.

4.6. The Grantor shall also be responsible for the cleaning and maintenance of the Entrance Feature Wall situated on the Grantor's Lot. Such maintenance is to be to a reasonable standard taking into account:
(a) fair wear and tear; and
(b) the original condition at the time title for the Land issued; and
(c) the standard of other similar Landscape Features within the Subdivision.

4.7. For the purpose of clause 4.6 unreasonable deterioration of maintenance shall include failure to replace with the same or similar kind where the existing feature has been damaged.

4.8. Any dispute as to whether a Grantor has complied with covenant 4.5 to 4.7 shall be

determined by Gainsborough.

Avenue Trees

4.9. Without first receiving the Approval of the Grantee, the Grantor **shall not:**
(a) Remove destroy or prune Avenue Trees on the Grantor's Lot.
(b) Replace any Avenue Tree

4.10. The Grantor shall:

(a) Irrigate and fertilse the Avenue Trees on the Grantor's Lot in accordance with sound and reasonable horticultural practice.

(b) Replace the Avenue Trees on the Grantor's Lot which die or are damaged (to such extent that they will not survive as sound specimens congruent with the other Avenue Trees in the Subdivision).

(c) Ensure trees used to replace Avenue Trees on the Grantor's Lot shall be trees of the same species as the other Avenue Trees in the Subdivision and shall be placed in the Avenue Strip in symmetry with the other Avenue Trees in the Subdivision as approved by Gainsborough.

4.11. Any dispute as to whether a Grantor has complied with covenant 4.10 shall be determined by Gainsborough.

Fencing Covenant

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

General

4.13. Without first receiving the Approval of the Grantee, the Grantor **shall not:**
(a) Erect any Building or Landscape Feature; use any building plans, site plans, specifications (including all exterior colour schemes and window coverings or treatments), landscaping and/or specimen planting plans, fencing designs or builder not approved by Gainsborough prior to any site work or Building commencing.

(b) Allow use of any portable gas cylinders or bottles on the Land or in any building for any permanent cooking, water heating or domestic heating purposes, (except gas bottles for outdoor and barbecue use) unless the reticulated gas supply is, through no fault of the Grantor, unavailable to the land.

(c) Allow any animal (including dogs and other domestic pets) to be kept in or about the Land or Building that is, or is likely to cause, a nuisance or annoyance to other occupiers in the Subdivision or to detract from the Subdivision as a whole. In particular, not to allow on or about the Land any dog which in whole or in part, resembles any of the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds, without prior approval from Gainsborough.

(d) Allow a *"Subdivision of Land"* of the Lot (with the meaning given to those words by the Resource Management Act 1991).

(e) Allow any easement or *"Easement Facility"* (as defined by the Land Transfer Regulations 2002) to be agreed to, granted or registered on the Lot.

(f) Allow any gas, telecommunications, electricity, sewage, water or other services to be conveyed or drained from any adjacent land through any part of the Grantor's Lots 100 to 102 (inclusive) (Certificates of Title 394409 to 394411 (inclusive)).

5. Enforcement

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

(a) Upon written notice being given by the Grantee, (or its agent, or any other party having the benefit of these Covenants) to the party in breach, pay to each such notice giver agreed liquidated damages in the sum of $100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date 30 days after the date upon which each written notice has been given; and

(b) Forthwith upon receipt of such notice to remove or cause to be removed from the land any Building, planting, Landscape Feature or other item erected on the Land in breach or in non-observance of the foregoing Covenants; and

(c) Forthwith upon receipt of any such notice to replace any such building materials or other non-conforming item used in breach or non-observance of the foregoing Covenants with the approved materials; and

(d) Carry out such other remedial work specified in the notice and any other work so as to remedy such breach or non-performance of these Covenants.

5.2. The Grantee and the Grantor agree that Gainsborough does not have nor shall have any legal

responsibility or liability for the enforcement, enforceability, applicability or lack of action with respect to enforcement or applicability of any of these Covenants. In addition, apart from the exercise of its discretion with respect to consents, approvals or disapprovals of matters referred to in these Covenants, Gainsborough does not undertake to enforce or monitor compliance of these Covenants. The Grantor (being the registered proprietors of Lots within the Subdivision) jointly and severally also agrees to keep Gainsborough indemnified, free and harmless from any claim, liability, loss or action arising against it or its agents in this regard.

6. **Dispute Resolution**

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

6.2. If the dispute is not resolved within twenty working days from the date on which the parties begin their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.

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

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

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Registrar-General of Land Approval 03/6150EF A.D.L.S.

Insert type of instrument
"Caveat", "Mortgage" etc

Consentor *Surname must be underlined or in CAPITALS*	**Capacity and Interest of Consentor** *(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)*
WESTPAC NEW ZEALAND LIMITED	**Mortgagee under mortgage number 7328409.5**

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [ ] if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to ~~[section 238(2) of the Land Transfer Act 1952]~~

~~[section of the Act]~~

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the **Consentor hereby consents** to:

registration of the within instrument

Dated this day of 15 JAN 2008

Attestation

Signed by **WESTPAC NEW ZEALAND LIMITED** incorporated in New Zealand by its attorney GABRIELLE MARY MASON in the presence of	**Signed in my presence by the Consentor** **Signature of Witness** *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** WINSOR WING SHEUNG SCHAUER BANK OFFICER **Address** WESTPAC NEW ZEALAND LIMITED LEGAL SERVICES UNIT AUCKLAND
Signature of Consentor	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

REF: 7029 – AUCKLAND DISTRICT LAW SOCIETY

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, GABRIELLE MARY MASON, of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006, a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.

2. **THAT** at the date of this certificate I am a Tier One Attorney for Westpac New Zealand Limited.

3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise

SIGNED at **Auckland**

On this 15th day of January 2008

Gabrielle Mary Mason

Land Information Memorandum L262663

Application

Rachel Williams		**No.**	L262663
A + S Real Estate Limited		**Application date**	21/10/2026
41E South terrace		**Issue date**	02/11/2026
Darfield 7510		**Phone**	0277484093

Property

Valuation No.	2354180284
Location	5 Rotherham Drive, West Melton
Legal Description	LOT 80 DP 398852
Owner	Smith David William and Wilson Belinda Maree
Area (hectares)	0.3978

Rates

Rateable Value

The date of Selwyn's last General Revaluation was 1/09/24. For further information please contact Council's Rates Department.

Revaluation Year	2024
Land	$570,000.00
Improvements	$1,180,000.00
Capital Value	$1,750,000.00

Current Rates Year 2026 to 2027

Annual Rates	$5,060.15
Current Instalment	$1,265.05
Current Year - Outstanding Rates	$1,265.05
Arrears for Previous Years	$0.00

Next Instalment Due 15/12/2026

Next Revaluation Due 2027

Please note: The rates information in this report is current as at the date of issue only. Rates balances may change after that date. Property owners requiring confirmation of the current rates balance, including for settlement purposes, should contact Council's Rates Team directly.

If this property is vacant land, and the applicant intends building a house or making other improvements, additional rates and charges will be added. Such rates and charges are for the operation of the District libraries, local community centre and recreation reserves, refuse collections and recycling.

If a ratepayer in the district purchases additional properties, that ratepayer maybe eligible for certain rating exemptions due to multiple ownership. The exemptions would only apply to uniform library charges on bare land blocks and an exemption from the uniform annual general charge if contiguous or same use land is purchased.

Please contact the Councils rates team if you require clarification on 0800 SELWYN (735 996).

Note: Rates are charged in four equal instalments for the period commencing 1 July and ending 30 June each year.

Planning/Resource Management

Partially Operative District Plan: General residential zone
Operative District Plan Zoning: Living 1B

The Council has undertaken a review of the Operative District Plan and through this process it has developed a New District Plan ('The Partially Operative District Plan') which provides clear objectives, policies and rules to manage the effects of land use activities on the environment, but also sets a clear direction for our district's development and reflects our communities' needs and expectations. It also incorporates any changes in legislation, national and regional policy statements, environmental standards and other regulations.

The period for lodging appeals against decisions on the Partially Operative District Plan closed on the 6th of October 2023 and the Council released the Appeals Version of the Partially Operative District Plan on 27th November 2023. Many provisions in Partially Operative District Plan are now beyond challenge and are operative/treated as operative (pursuant cl 103 of Schedule 1 and s86F of the Resource Management Act (1991).

The Operative District Plan now only applies where a relevant provision in the Partially Operative District Plan remains subject to appeal. For more information visit https://selwyn.govt.nz/property-And-building/planningstrategies-and-plans/selwyn-district-plan/selwyn-district-plan-review

Resource Consent 075262
Variation To 065186 Change Of Conditions To Allow Additional Utility Lots,
Vehicle Crossing And To Increase Construction To 3 Stages
Section 224 Issued 14/04/2008
Granted By Local Authority Officer 24/08/2007

Resource Consent 065186
To Subdivide Into 187 Residential Lots And Deviate From The Outline Development Plan Also See 085403. Also See 115127/8 To Increase Number Of Lots By Forty.
Section 224 Issued 02/04/2012
Granted By Local Authority Officer 19/09/2006

Resource Consent 085403
Variation To 065186 To Subdivide Lot 154 From Balance Lot
Section 224 Issued 18/02/2009
Granted By Local Authority Officer 26/11/2008

Planning Notes

The information provided on this LIM has come from the information lodged against the property file/information and GIS at the time of processing. Please note that the resource consents, fill certificates and other relevant property files listed are based on what is available on our general property information, and that there may be other documents for the property which have not yet been added to the property record.

Resource Consents often contain a multitude of information and reports that are not ordinarily separately referenced or included in the LIM itself. Information identifying each (if any) special feature or characteristic of the land concerned, including but not limited to potential erosion, falling debris, subsidence, slippage, alluvion, or inundation, or likely presence of hazardous contaminants.

Preliminary Site Investigation Reports, Detailed Investigation Site Reports and Geotechnical Reports are submitted as part of the subdivision Resource Consent Process it is not likely to be currently of relevance in relation to the "land concerned", otherwise it would be elsewhere noted on the LIM to the extent any issues still apply following subdivision).

Any resource applications or consents that may contain information relating to the land which is not otherwise included in the LIM, including Geotechnical, Environmental and other expert reports, can be obtained via Selwyn District Council Information Management team on information.management@selwyn.govt.nz

There is a consent notice on the Record of Title to this property. This records a condition/s of a subdivision consent which must be complied on an ongoing basis.

Building

Building Consent 120625
Domestic Dwelling
Code Compliance Certificate Issued 20/04/2013

Buildings erected prior to 1965 may not have a building permit record or had inspections carried out.

All building products and materials have a designed life, and must be maintained in accordance with the manufacturer's specifications.

In the case of building permits and building consents no further inspections have been carried out by the council since these structures were completed.

Any concerns of this nature should be referred to an organization that carries out property checks or the product manufacturers.

Schedule 1 Exempt Building Work

Under section 42A of the Building Act 2004 building owners can carry out certain types of building work specified in Schedule 1 of the Building Act 2004 without need to obtain building consent approval. Where Council holds any information provided by a property owner in relation to exempt works undertaken on the property it is important to note that Council do not check or review the documentation for compliance, it is simply filed for record keeping purposes and not to satisfy any statutory obligation. Any information held of this nature has been provided at Councils discretion under Section 44A (3) of the Local Government Official Information and Meetings Act 1987 without any representation or warranty.

Services

Water

Council Water Scheme is available and connected.

This property has metered water supply connected to the West Melton Scheme. For any further information, please contact hello@selwynwater.co.nz.

The Selwyn District Council Water Bylaw 2008 is applicable. A copy can be found at http://www.selwyn.govt.nz/your-council/bylaws/current-bylaws Please note this property has a water meter and charges are a rate which are payable by the property owner. Therefore, please ensure a meter reading is requested on settlement so you are not liable for previous owner's water charges. Solicitors must ensure that when settling rates with Council on the sale of a property that water meter charges are also included in the settlement calculation.

The water supply is metered and billed by Selwyn Water Limited for every cubic meter of water used.

Commercial properties are required to have an RPZ backflow device. This must be installed just inside the boundary of the property at the point of water supply – this backflow device will be owned by the property owner and will be maintained under the building compliance schedule in addition to any other on-site backflow devices deemed necessary by the building department.

If, during a Civil Defence emergency event the water supply is not operational, Council's immediate focus for its staff and resources will be to bring the supply back into operation. Depending on the size and scale of the event, it may be difficult to meet everyone's needs so property owners are asked to take personal responsibility for drinking water.

As a precaution, the Council would also recommend from a drinking water perspective that a property owner also has bottled water available to meet their immediate drinking water needs of all individuals living on the property for a 72hr period (the recommended amount is 4 litres of water per person per 24hrs).

For those properties not connected to a Council reticulated water supply, it is encouraged that the quality of the domestic water supply be regularly tested to ensure that it is to a potable standard. If the same water supply is also used for irrigation or stock water, check that there is a backflow protection device to prevent any contamination of water supply.

Sewer

Council sewer scheme is available and connected.

Stormwater

Soak hole

This property may be located within an area covered by Environment Canterbury stormwater consent. It is the responsibility of the property owner to contact Environment Canterbury customer services to ensure that any activity undertaken on site complies with the relevant consent conditions.

Note – the above describes the current roof water disposal type and does not reflect the future situation, which should be determined as part of the subdivision (if applicable). For more information please contact Council.

Copy of drainage plan attached.

If you have any questions about the Water or Sewage please contact Selwyn Water Limited at 0800 735 H2O (426) or hello@selwynwater.co.nz . For Stormwater information please contact the Selwyn District Council Surface Water at 0800 SELWYN or contactus@selwyn.govt.nz

Water Races

None known

Drains

None known

Kerbside Waste Collections

The Council provides refuse and recycling collection services for most residential and rural residential properties where these properties occur alongside maintained public roads. Private roads and Right of Ways (as maybe referenced in the Transportation Notes pertaining to this LIM) will not be directly serviced as these access ways are not usually of a sufficient standard to be used safely and efficiently by the collection vehicles. This could also apply to other public roads or streets that are narrow and/or have a lack of vehicle turning facilities. Rural and high country areas and settlements are not covered by regular collection services however localised refuse drop off facilities maybe available for use in specific areas. For further details and advice on refuse collection and recycling services as they may pertain to the property please phone the Council's Asset department on phone 3472 800.Selwyn District Council - Collection Days & Routes

If your address shows “no results found”, this means:

- your property is not serviced directly by kerbside collections
- you have a new property and either

- you have requested for your property to be added to the route and it is in the process of being added
- you have not yet requested for your property to be added to the route.

Please contact the Council for further detail.

Land and Building Classifications

Energy Infrastructure and Transport

This property is identified in the Partially Operative District Plan as being within the 13km Bird Strike Risk Management Overlay. This is an area within which the location of activities identified as giving rise to bird strike risk near the Christchurch International Airport are managed so that the continued operation of the Airport is not compromised. For further information visit policy EI-P6B https://eplan.selwyn.govt.nz/review/rules/0/305/0/19356/0/232 or contact the Duty Planner on 0800 SELWYN (0800 735996).

Culture and Heritage

None known

Natural Environment

None known

District-wide matters

This property is within the Observatory Lighting Control Overlay. There are restrictions for non-residential artificial outdoor lighting to manage sky glow effects. For further information visit https://eplan.selwyn.govt.nz/review or contact the duty planner on 0800 SELWYN (0800735996).

Area-specific matters

None known

Land Notes

Land Notes: This property is located within the area encompassed by the Greater Christchurch Urban Development Strategy (UDS). The UDS is a joint initiative to plan and manage the growth of the Greater Christchurch Region over the next 35 years and is a partnership between the Christchurch City Council, Environment Canterbury, the Waimakariri District Council, Selwyn District Council, and Waka Kotahi NZ Transport Agency.

The Selwyn District Council is developing several strategic documents that seek to implement the UDS that may have an impact on this property in the future. Further information on Council projects can be found on the Council's website www.selwyn.govt.nz or by contacting the planning department on 0800 SELWYN (0800735996).

Land Notes: This property is within the area encompassed by the 2007 Christchurch, Rolleston, and Environs Transportation Study (CRETS). The published Strategy outlines a range of strategic transportation initiatives to cater for long term growth in this area of the district. This includes the upgrading of existing roads and the provision of new roads which may affect private property. Further information on this Study can be viewed on the Councils website www.selwyn.govt.nz under Transportation and Roading.

Listed Land Use Register (LLUR):

Hazardous activities and industries involve the use, storage or disposal of hazardous substances. These substances can sometimes contaminate the soil. Environment Canterbury identifies land that is used or has been used for hazardous activities and industries. This information is held on a publicly available database administered by Environment Canterbury called the Listed Land Use Register (LLUR). The Selwyn District Council may not hold information that is held on the LLUR, therefore, it is recommended that you check Environment Canterbury's online database at www.llur.ecan.govt.nz.

Residential Swimming Pool

Council's Swimming Pool Register shows that there is a swimming pool/spa pool on this property.
The last recorded inspection/CCC for the swimming pool/spa on this property was on CCC - 14/5/2020 Inspection - 19/5/2020, and it Spa Pool Only – Complies with F9/AS2.
All residential swimming pools must have barriers that restrict access to the pool and immediate pool area by unsupervised children. The pool owner is responsible for ensuring barriers meet New Zealand Building Code clause F9 – Restricting access to residential pools. Council is required to check the pool barrier at least once every three years to confirm they meet requirements.
There will be a fee to cover the inspection and associated administration work.
Inspections can be completed by:

- a council inspector, or
- an Independently Qualified Pool Inspector (IQPI).

The pool owner must let council know if using an IQPI to do inspections and provide council with a copy of inspection records. For more information on

residential pools is available on Councils website or call 0800 SELWYN (0800735996).

Land Transport Requirement

Rotherham Drive is a formed and sealed local road maintained by Selwyn District Council.

Natural Hazards

This section sets out information that the Council holds relating to natural hazards, such as earthquake, tsunami, erosion, landslip, liquefaction/sedimentation and subsidence, wind and snow, or flooding/inundation.

Climate change is causing natural hazards to become more severe, occur more often, and affect a wider range of areas.

If the Property is identified below as being subject to a natural hazard, it may have been issued a building consent with a waiver or modification of the Building Code to confirm that building work will accelerate, worsen, or result in a natural hazard on the land on which the building work is to be carried out or any other property. If a waiver or modification has been issued, this will be noted in the Building section of the LIM above.

You can obtain further information about natural hazard matters from:

- The District Plan Natural Hazard chapter: District Plan - Partially Operative Selwyn District Plan (Appeals Version)
- https://experience.arcgis.com/experience/f7b9c60d5a624147bb731b1afa7788dd#data_s=where%3AdataSource_2-19b106a45d6-layer-17%3A%22Assessment_ID%22%3D%272354180284%27&zoom_to_selection=true

  – use this map to view any of the natural hazards identified below that impact this Property or in the vicinity of the Property
- Our Duty Planner service at planning.technical@selwyn.govt.nz, or call 0800 SELWYN (735 996).

Earthquake

All properties in New Zealand may be affected by earthquakes, however, the Council holds no additional information about potential earthquake hazards at this Property.

Earthquake Prone Buildings

If this Property has an Earthquake Prone Building, this will be noted in the Building section of this LIM under “Earthquake Prone Buildings”.

Erosion

District Plan information relating to erosion

None known

Landslip and Rockfall

Regional mapping of landslides / rock avalanches

An earthquake hazard assessment for infrastructure commissioned by Environment Canterbury in 2006 included a regional-scale map of earthquake-induced landslide susceptibility and locations of known rock avalanches. Further information can be found in the technical report: Selwyn District Engineering Lifelines Project: Earthquake Hazard Assessment, Geotech Consulting Ltd commissioned by Environment Canterbury, August 2006. The scope of this report is the Selwyn District. The purpose of the report was to assess earthquake hazards and their potential impacts on engineering lifelines (infrastructure) in Selwyn District.

Climate change may cause increased rain and storm intensity and frequency, and vegetation changes. These impacts of climate change may reduce the Property's resilience and exacerbate the landslip and rockfall hazard.

None known

Liquefaction and Subsidence

Liquefaction / Geotechnical risk

The Property is within an area where liquefaction damage is possible in future earthquakes. The Selwyn District Council has mapped areas where a liquefaction assessment is required, and other areas where a liquefaction assessment is only needed for certain activities. View Selwyn District Council's maps. View Selwyn District Plan rules relating to liquefaction / geotechnical planning requirements. Environment Canterbury has separately identified additional areas where liquefaction is possible. View Environment Canterbury's map showing areas where liquefaction is possible. Further information about liquefaction generally can be found in the following technical reports:

- Review of liquefaction hazard information in eastern Canterbury, including Christchurch City and parts of Selwyn, Waimakariri and Hurunui Districts, Environment Canterbury, December 2012. This report covers the Coastal Canterbury from the Waipara River mouth to the Rakaia River mouth, including Banks Peninsula, and inland to Rangiora, Aylesbury, Selwyn and Southbridge.

The purpose of this report was to collate liquefaction occurrence during the 2010/11 Canterbury earthquakes, and to determine liquefaction vulnerability.

- Selwyn District Engineering Lifelines Project: Earthquake Hazard Assessment, Geotech Consulting Ltd commissioned by Environment Canterbury, August 2006. This report covers the Selwyn District. The purpose of the report was to assess earthquake hazards and their potential impacts on engineering lifelines (infrastructure) in Selwyn District and for use in infrastructure and emergency management planning.

Climate change may cause changes in groundwater and sea level rise. These impacts of climate change may reduce the Property's resilience and exacerbate the impacts of the liquefaction and subsidence hazard.

As part of any building consent application, you may need a site-specific assessment or site subsoil investigation to establish the level of susceptibility to liquefaction or to confirm that 'good ground' can be achieved for any building work. The scope and testing of any site-specific assessment must be carried out by a CPEng Geotechnical engineer. The ground bearing capacity in this area may not achieve the requirements of the NZ Building Code Clause B1, and specific design may be required. The definition of 'good ground' can be found in the Definitions section of the NZ Building Code Handbook, and appropriate test methods are detailed in either NZS3604, or NZBC B1/VM4.

Previous Reports:
The Council holds the following geotechnical report(s) from previous consent processes. The reports may be specific to this Property, or if this Property was created through subdivision, the reports may relate to the subdivision as a whole. You can access these reports by making a Property File request from the Council:

- Soil Bearing Investigation Report, Constructure Structural Engineering, commissioned by Orange Homes, 30/03/2012. This report affects only 1 property. Purpose of the report: building consent.

Areas where there was evidence of liquefaction were mapped following the 2010/11 Canterbury earthquakes by Tonkin & Taylor for the Earthquake Commission (urban areas) and by a group of researchers for Environment Canterbury (rural, commercial and industrial areas). These are available on Environment Canterbury's liquefaction map. Further information can be found in the technical report: Review of liquefaction hazard information in eastern Canterbury, including Christchurch City and parts of Selwyn, Waimakariri and Hurunui Districts, Environment Canterbury, December 2012. This report covers Coastal Canterbury from the Waipara River mouth to the Rakaia River mouth, including Banks Peninsula, and inland to Rangiora, Aylesbury, Selwyn and Southbridge. The purpose of this report was to collate liquefaction occurrence during the 2010/11 Canterbury earthquakes, and to determine liquefaction vulnerability.

Tsunami

None known

Flooding and Inundation

District Plan information relating to flooding and inundation

This Property is within the following flooding or inundation overlay(s) or areas in the District Plan. Information and reports about the relevant overlay are included below. Climate change may cause increased rain and storm intensity and frequency, and sea level rise. These impacts of climate change may reduce the Property's resilience and exacerbate any flooding and inundation hazard.

Plains Flood Management Overlay

The Plains Flood Management Overlay in the Council's District Plan identifies areas where flooding from a 200-year Average Recurrence Interval (ARI) flood event needs to be managed. View a map of the overlay. View the rules relating to the overlay. Further information can be found in the following technical reports:

- Selwyn River/Waikirikiri floodplain investigation, ECAN report, September 2019

- Regional Policy Statement Modelling for Selwyn District Council – District Plan, DHI Water and Environment Limited report, November 2019

Environment Canterbury information regarding flooding and inundation

Historic Flooding Photographs

Photographs showing the property during or following past flood events may be available. Flood photographs are available on Environment Canterbury's flood imagery register.

Other flooding and inundation information

Climate change may cause increased rain and storm intensity and frequency, and sea level rise. These impacts of climate change may reduce the Property's resilience and exacerbate any flooding and inundation hazard.

Flood modelling

This Property may be susceptible to flooding from the Selwyn River and/or in heavy rainfall events. View the flood model results. More detail can be found in the technical report: Selwyn District Flood Model - Hydraulic Model Build Report, Tonkin + Taylor commissioned by Selwyn District Council, August 2025.

Ground Water Level

The ground water level at this Property is Less than 30m below ground
for this Property. A high ground water level may exacerbate any flooding at this Property, or the impact of any flooding at this Property.

Exposure Zones

Exposure zones are standardised categories for a property's potential exposure to certain risks. Any proposed building work may need specific engineering design, depending on the exposure of the construction site. The categories are based on two standards: NZS3604:2011 and AS/NZS1170:2002.

	NZS3604:2011	AS/NZS1170:2002
Wind Region	A	A7
Snow Zone	N4	N4 Sub-alpine
Earthquake	Zone: 2	Z Factor: 0.3
Approximate Altitude (Amsl)	91m	-
Exposure Zone	B	-

Exposure Zone Descriptions

Zone B: Low
Inland areas with little risk from wind blown sea-spray salt deposits

Zone C: Medium
Inland coastal areas with medium risk from wind blown sea-spray salt deposits. This zone covers mainly coastal areas relatively low salinity. The extent of the affected area varies significantly with factors such as winds, topography and vegetation.

Zone D: High
Coastal areas with high risk wind blown sea-spray salt deposits. This is defined as within 500 m of the sea including harbours, or 100 m from tidal estuaries and sheltered inlets.

Special Land Features

Soil Type

Templeton moderately deep fine sandy loam

Land Fill

Council has received a Statement of Suitability of Earth Fill for this site. A copy of the certificate is attached for your information and to assist you in determining whether on site subsoil investigations to verify that 'Good Ground' and subsoil classification in accordance with NZS1170 need to be carried out if erecting a building on this property.

Licences/Environmental Health

Swimming Pool Sw241664
Applied 03/09/2024

Network Utility Operators

Information related to the availability of supply, authorisations etc. (e.g. electricity or gas) can be obtained from the relevant Network Utility Operator.

Other Information

1. The applicant is advised that the Environment Canterbury may have other information in relation to this property including, but not limited to:

   a) Discharge consents.

   b) Well permits.

   c) Consents to take water.

   d) The existence of contamination and/or hazardous sites.

   e) Flooding.

   f) Clean air discharge compliance.

   Further information may be obtained from Environment Canterbury by requesting a Land Information Request (LIR). To find out more contact the Environment Canterbury on 0800 ECINFO (0800 324 636) or at http://www.ecan.govt.nz/

2. The following further information is supplied on the basis set out in note 2 below.

Notes

1. The information supplied in the sections of this report, other than ‘Other Information’, is made available to the applicant pursuant to Section 44A(2) of the Local Government and Official Information Act 1987 by reference to Council files and records. No property inspection, or title search, has been undertaken. To enable the Council to measure the accuracy of this LIM document based on our current records we would appreciate your

response should you find any information contained herein which may be considered to be incorrect or omitted. Please telephone the Council on 0800 SELWYN (375 996).

2. The information or documents supplied to the applicant and referred to in the 'Other Information' section of this report has been supplied to the Council by property owners, their agents and other third parties. That information is made available pursuant to section 44A(3) of the Local Government and Official Information Act 1987 on the basis that:

   a) The information may be relevant to the purposes for which this report is obtained;

   b) The Council does not warrant or represent the accuracy or reliability of the information. If the subject matter of that information is important to the applicant it is recommended that relevant professional advice should be taken before reliance is placed upon that information.

3. The information included in the LIM is based on a search of Council records only and there may be other information relating to the land which is unknown to the Council. Council records may not show illegal or unauthorised building or works on the property. The applicant is solely responsible for ensuring that the land is suitable for a particular purpose.

4. Schedule 1 Exempt Building Work

   Building owners can carry out certain types of building work without needing to obtain a building consent. This exempt building work is listed in Schedule 1 of the Building Act 2004.

   It is the owners' responsibility to ensure that any exempt building work done complies with the Building Code and fits within the provisions of the schedule before they carry out the work.

   Please note that Council do not check or review documentation for compliance where information on exempt work has been provided by a property owner to Council. This information is simply filed for record keeping purposes and not to meet any statutory obligation.

   Any information of this nature held by Council has been provided at Councils discretion under Section 44A (3) of the Local Government Official Information and Meetings Act 1987 without any representation or warranty.

5. The Council has used its best endeavors to ensure that all information provided in this LIM report is correct and complete in all material respects. In the event that a material error or omission can be proven the Council's liability, whether in contract or in tort shall be limited to the fee paid to Council to obtain this report.

6. This information reflects the Selwyn District Council's current understanding of the site, which is based only on the information thus far provided to it and held on record concerning the site. It is released only as a copy of those records and is not intended to provide a full,

complete or totally accurate assessment of the site. As a result the Council is not in a position to warrant that the information is complete or without error and accepts no liability for any inaccuracy in, or omission from, this information.

7. The information contained in this Land Information Memorandum is current at the date the memorandum is issued. Further relevant information may come into the Council's possession subsequent to the date of issue.

Information Management Team

Date: 02/11/2026

LIM Report Legend

Base Layers

Road
- Road

Railway
- Railway

District Boundary
- District Boundary

Township Boundary
- Township Boundary

Ratepayer Information
- Ratepayer Information

Parcels
- Parcels

PODP - Zones and Precincts

Precincts
- Commercial Precincts
- Industrial Precincts
- Airfield Precincts
- Rural Precincts

Zones
- Large lot residential zone
- Low density residential zone
- General residential zone
- Medium density residential zone
- Settlement zone
- General rural zone
- Neighbourhood centre zone
- Local centre zone
- Large format retail zone
- Town centre zone
- General industrial zone
- Special purpose zone

Zone and Water Services

SWL Water Points
- Supply Point
- Valve
- Node
- Hydrant
- Tank
- Irrigation
- Equipment
- Facility
- Meter
- Fire Plant

SWL Water Lines
- Pipe - Treated
- Irrigation
- Pipe - Untreated
- Pipe - Sewer
- Pipe - Unknown
- Other

SWL Private Water Points

SWL Private Water Lines

SDC Water Points
- EQUIPMENT - BORE
- EQUIPMENT _ GENERATOR
- EQUIPMENT - SAMPLE TAP
- EQUIPMENT - OTHER
- FACILITY
- FIRE PLANT
- HYDRANT
- IRRIGATION
- NODE
- OBSOLETE
- SUPPLY POINT
- TANK
- VALVE

SDC Water Lines
- DIM LINE
- DUCT
- IRRIGATION
- NON SDC SERVICE
- OBSOLETE
- OUTLINE
- PIPE - TREATED
- PIPE - UNTREATED
- PIPE - SEWER
- SITE_BOUNDARY

SWL Sewer Points
- Manhole
- Valve
- Chamber
- Node
- Equipment
- Facility

SWL Sewer Lines
- Gravity
- Pressure
- Rising
- Other

SWL Private Sewer Points

SWL Private Sewer Lines

SDC Sewer Points
TYPE
- CHAMBER
- EQUIPMENT
- FACILITY
- MANHOLE
- NODE
- VALVE

SDC Sewer Lines
- OUTLINE
- DIM LINE
- DUCT
- IRRIGATION
- NON SDC SERVICE
- OBSOLETE
- OUTLINE
- PIPE_GRAVITY
- PIPE_RISINGMAIN
- SITE_BOUNDARY

Storm Points
TYPE
- CHAMBER
- EQUIPMENT
- FACILITY
- INLET/OUTLET
- MANAGEMENT
- MANHOLE
- NODE
- SOAKHOLE
- SUMP
- VALVE

Storm Lines
TYPE
- CHANNEL
- DIM LINE
- OBSOLETE
- OUTLINE
- PIPE
- SITE_BOUNDARY
- Soakhole w/Hoz Soakage
- StopBank

Storm Polygons
TYPE
- CATCHMENTS
- CONSENT AREA
- GROUNDWATER LESS 6M
- OUTLINE OF BASIN
- RATED AREA

Stormwater Management Area
- Stormwater Management Area

West Melton Observatory Zone
- West Melton Observatory Zone

Planning Zones
- High Country
- Port Hills
- Existing Devlopment Area
- Living 1
- Living 2
- Living 3
- Living X
- Living West Melton (North)
- Living Z
- Deferred Living
- Business 1
- Business 2
- Business 3
- Inner Plains
- Outer Plains
- Malvern Hills
- Key Activity Centre
- Living West Melton (South)

Liquefaction Drains and Water Race

CDrain_pt
- GATE
- Site
- WEIR

CDrain_ln
- DRAIN
- ECan
- OUTLINE
- StopBank
- Site Boundary

WRace_pt
- DISCHARGE
- DIVIDE
- EQUIPMENT
- GATE
- GRILL
- HEADWALL
- MANHOLE
- NODE
- POND
- SITE
- SHAFT
- SOAKHOLE

WRace_ln
- AQUEDUCT
- CULVERT
- DIM LINE
- EMERGENCY DISCHARGE
- INTAKE
- LATERAL
- LOCAL
- MAIN
- OBSOLETE
- OUTLINE
- SIPHON
- TUNNEL

SDC Cleaned
- SDC Cleaned

Project Extent
- Project Extent

Boundary Between Liquefaction Assessment Zones
- Boundary Between Liquefaction Assessment Zones

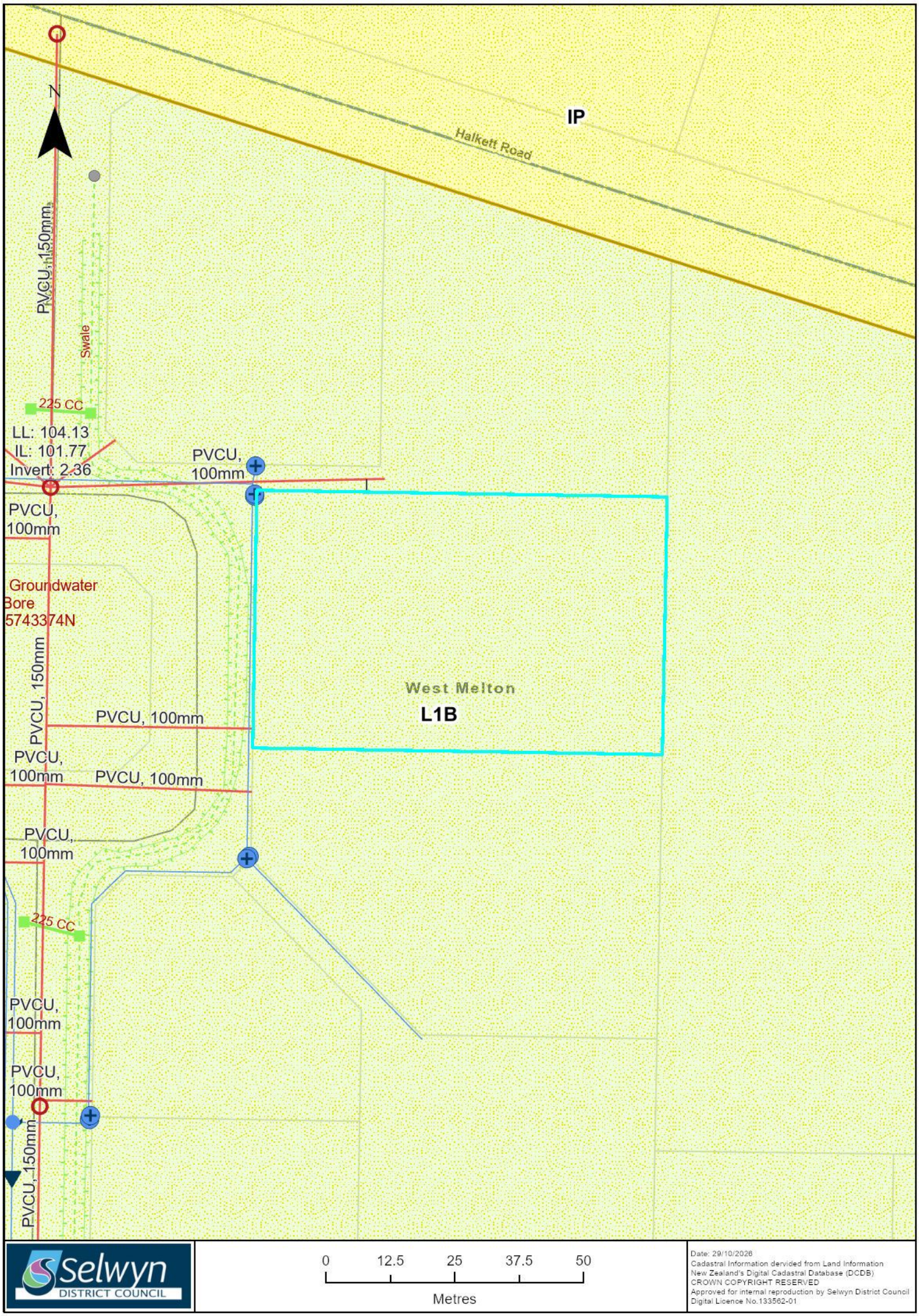
Liquefaction Susceptibility
- DBH TC Zoned Area
- Damaging liquefaction unlikely
- Liquefaction assessment needed

Ecan River Protection Scheme
- Properties Beside Rivers
- Halswell Staff Gauges
- Halswell Floodgates
- Halswell Drainage

Greendale Fault
- Greendale Fault 50m Buffer
- Fault Lines (GNS 2013)
- Folds (GNS 2013)

Biodiversity
- Canterbury Plains SDC AB and C Classes
- Endangered Flora and Fauna
- Potentially Significant Sites
- Confirmed SNA Sites
- Significant Natural Areas (Final 115)

LIM REPORT - Zone and Water Services



LIM REPORT - PODP Zone and Precinct



Selwyn DISTRICT COUNCIL

0 12.5 25 37.5 50

Metres

Date: 29/10/2026
Cadastral Information dervided from Land Information New Zealand's Digital Cadastral Database (DCDB)
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RESOURCE CONSENT INFORMATION

This document is one of three pages titled “Resource Consent Information” which should be read together.

- Because of the large number of resource consents only consents which fall within the red buffer as identified on the map have been included with this report.

- If further information is required please contact the Council’s Planning Department – Phone Direct 03 3472 868.

- Every effort is made by the Council to identify resource consent in proximity to the property subject to this LIM application. However, it is suggested that a site inspection be undertaken by prospective purchasers to identify any land uses of interest. These may include uses which have existing use rights or other uses which are permitted under the Council’s District Plan.

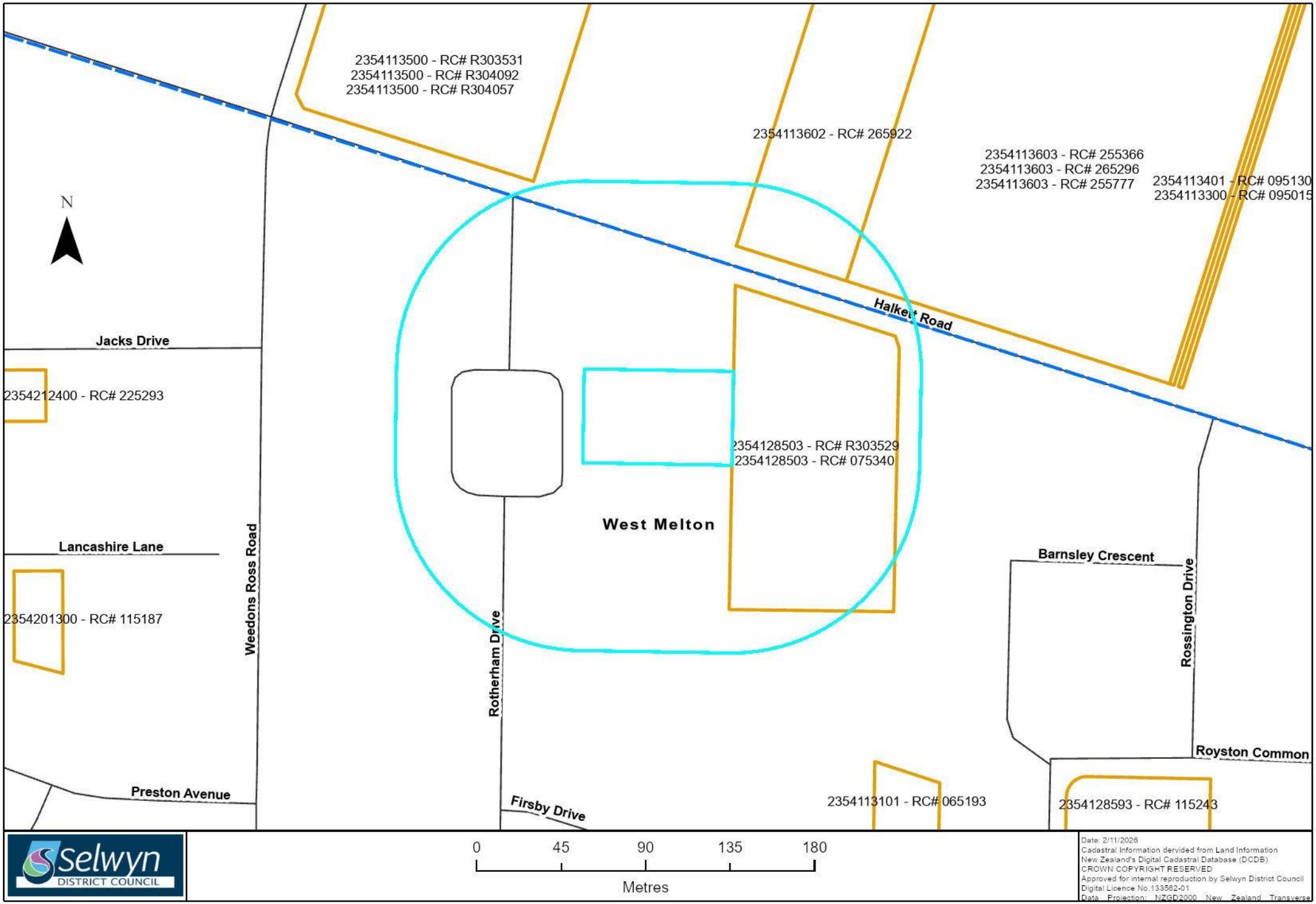
Resource Consent Status Codes:

GHP	Granted by Hearing
GEC	Granted by Environment Court
GDEL	Granted by Delegation
GCOM	Granted by Commissioner
DCOM	Declined by Commissioner
DHP	Declined by Hearing
WD	Withdrawn application
AP	Approved
DC	Declined
Blank	No decision issued
DN	Decision Notified

ADN	Appeal Decision Notified
AE	Appeal expiry
AEC	Appeal Heard by Environment
AN	Abatement Notice
AR	Appeal received
ARI	Application returned incomplete
AWD	Appeal withdrawn
CC	Cancelled
CCI	Certificate Compliance Issued
D37	Deferred under s.37
D37E	s.37 deferral ends
D91	Deferred under s.91
D91E	s.91 deferral ends
ECDN	Environment Court Decision notified
FI	Further Information
FICR	Further Information request - no clock restart
FR	Formally received
HD	Hearing Date
HH	Hearing held
INV	Invoiced
IR	Information received
LAPS	Lapsed
LD	Lodged
LN	Limited Notified
LS	Lapsed
ODN	Objection decision notified
OH	On Hold
OR	Objection received

PA	Pre- application
PN	Publically notified
PS	Process suspended
RAD	Recommendation adopted by Council
RRA	Recommendation to required authority
S223	Section 223
S224	Section 224
SC	submissions closed
WAR	Written Approval Requested
WARE	Written Approvals Received

2354180284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2354113500 - RC# R304092
2354113500 - RC# R304057
2354113602 - RC# 265922
2354113603 - RC# 255366
2354113603 - RC# 265296
2354113603 - RC# 255777
2354113401 - RC# 095130
2354113300 - RC# 095015
N
Halkett Road
Jacks Drive
2354212400 - RC# 225293
2354128503 - RC# R303529
2354128503 - RC# 075340
West Melton
Lancashire Lane
2354201300 - RC# 115187
Weedons Ross Road
Rotherham Drive
Barnsley Crescent
Rossington Drive
Royston Common
Preston Avenue
Firsby Drive
2354113101 - RC# 065193
2354128593 - RC# 115243
Selwyn DISTRICT COUNCIL
0
45
90
135
180
Metres
Date: 2/11/2026
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Assessment_ID	RC Number	Proposal	Decision Date
2354113602	265922	DPBA To erect a residential unit with a non-complying internal boundary setback	
2354113603	255366	DPBA-To erect a residential unit with a non-complying internal boundary setback.	
2354113603	255777	To erect a residential unit (inclusive of an attached garage) with a non-complying internal boundary setback	2025-09-09
2354113603	265296	DPBA - Verandah extension with non-complying internal boundary setback.	2026-04-28
2354128503	075340	SUBDIVIDE TO CREATE 3 RESIDENTIAL LOTS ZONED LIVING 1B >2800m2	2007-12-06
2354128503	R303529	SUBDIVISION OF 2 HA WITH DWG FROM 6 HA LOT BALANCE TO BE AMALGAMATED	1999-02-01

Selwyn DISTRICT COUNCIL

Code Compliance Certificate 120625

Section 95, Building Act 2004

The Owner

Name of Owner:	Veitch Martin James & Kim Ann & Rostock Trustees Ltd
Mailing address:	M & K Veitch Family Trust, 40 Lindsay Street, St Albans, Christchurch 8014
Street address/registered office:	
Phone number:	
Landline:	Daytime: 943 6090
Mobile:	After hours:
Facsimile number:	
Email address:	
Website:	

The Building Work

Street Address of Building:	5 Rotherham Drive, West Melton
Legal Description of land where building is located:	LOT 80 DP 398852
Valuation Number:	2354180284
Current lawfully established use:	Detached Dwelling
Type of work:	Domestic Dwelling
Estimated Value:	$580,000
Location of building within site/block number:	
Building Name:	Year Construction Commenced: 2012

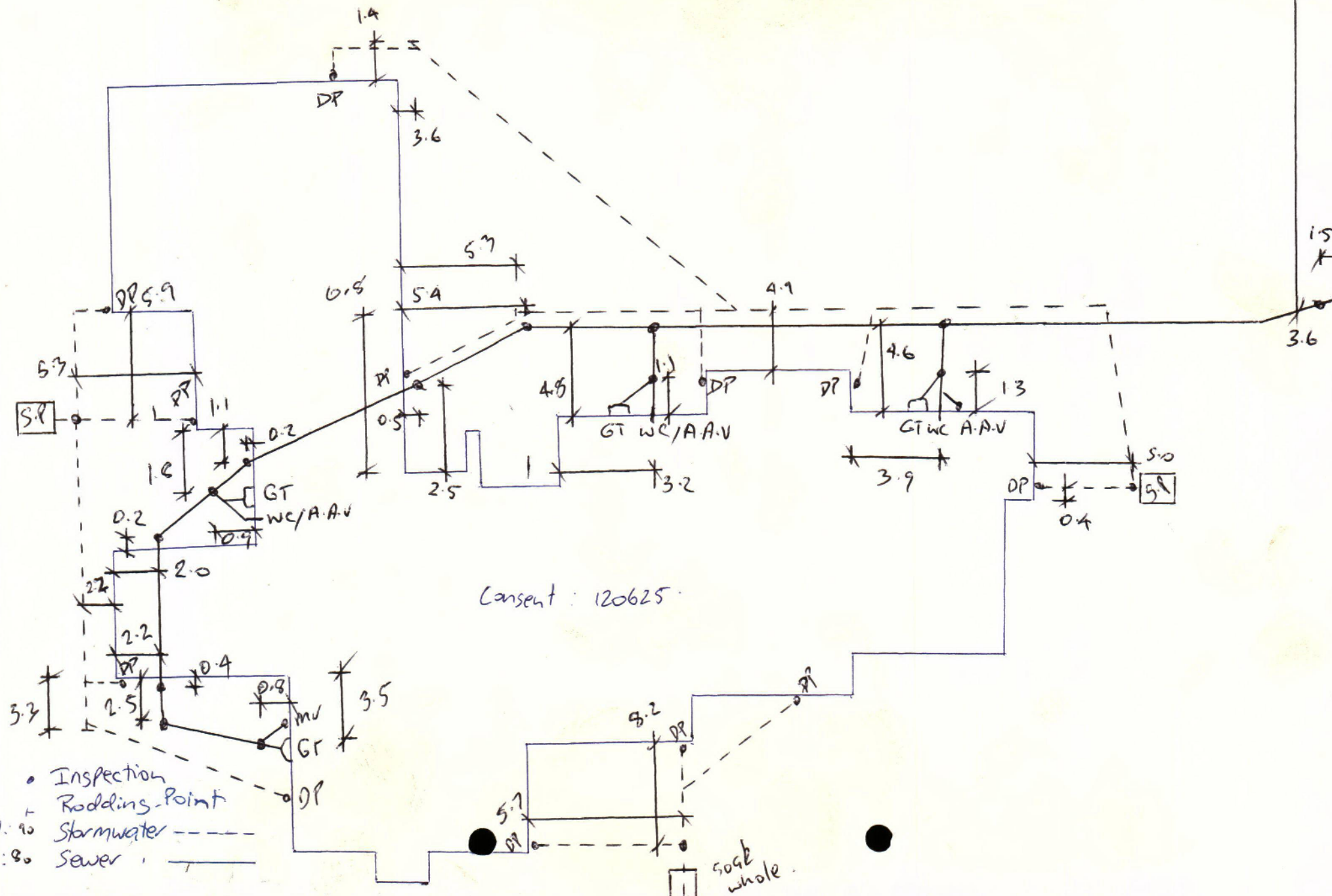
Code Compliance Certificate:

The Building Consent Authority named above is satisfied on reasonable grounds, that-the Building work complies with the Building Consent

Chris Westwood
Selwyn District Council Building Consent Authority Signatory

Issue Date: 20/04/13

Lot 80, 5 Rotherham Drive, West Melton — Dynamic Drainage — Rego: 22536 — P. Bray — Boundary fence



APPENDIX A
STATEMENT OF SUITABILITY OF EARTHFILL

To **Selwyn District Council**
P O Box 90
ROLLESTON

Attention: G Birss

STATEMENT OF SUITABILITY OF EARTH FILL

Project: **Preston Downs Subdivision - Stage I**

Owner/Developer **Gillman Wheelans Ltd**

Location **Weedons Ross Road, West Melton**

The earth fill shown on the attached plan titled Gillman Wheelans Limited; Preston Downs - West Melton; Earthworks (plan by Davie Lovell Smith Ltd) has been placed in compliance with NZS4431:1989.

While work was in progress I retained as my inspecting engineer (or staff under his control) the engineer named below who is experienced in earthwork construction.

John Bannock, MIPENZ
Address C/- Site Solutions Limited, PO Box 36-420, Merivale, Christchurch

During the work, the inspecting engineer or staff under his control made periodic visits of inspection to the site as detailed in his report No 2118 which is attached. Details of the soil testing carried out to check the quality of the fill by the inspecting engineer and his testing agency are also included in this report.

The attached plan titled Gillman Wheelans Limited; Preston Downs - West Melton; Earthworks (plan by Davie Lovell Smith Ltd) dated October 2010 has been placed in compliance with the terms of NZS 4431 shows Lot Nos. 1 - 44 to be affected by filling and the extent of the fill (both engineered and non-engineered).

In the opinion of the inspecting engineer the following special limitations should be observed:

- **Foundation design in all filled lots to take into account the location of the cut/fill interface (to be confirmed on site) and design appropriately.**
- **Lots 18, 19, 29 & 30 have been affected by filling in excess of 300mm in the locations indicated and engineering investigation for foundations is to be carried out in direct relation to the development proposal**
- **Other considerations and recommendations as stated in earthwork report are followed**

This certification, that the earth fills have been placed in compliance with the terms of NZS 4431, does not remove the necessity for the normal inspection and design of foundations as would be made in natural ground.

.....
Professional Engineer
13 July 2011

on behalf of: Gillman Wheelans Ltd
(Owner/ Developer)



CONTOURS SHOWN ARE APPROXIMATELY CUT (-Ve) AND FILL (+Ve) AT 0.2m INTERVALS.

LEGEND :

CUT

ENGINEERED FILL

NON ENGINEERED FILL

LEGEND :

LEVELS :

- PROPOSED LOT LEVELS
- PROPOSED KERB LEVEL
- PROPOSED ROAD & PATH LEVEL
- PROPOSED MID KERB LEVEL
- EXISTING LEVELS
- EXISTING LOT LEVELS

EXISTING SERVICES

PROPOSED SERVICES

SANITARY SEWER — STD. MH — VENTED MH

STORMWATER — SPLITTER MH — SOAKAGE

WATER — FH — VALVE

KERB

GILLMAN WHEELANS LTD
Residential Subdivisions
P.O. Box 521, Christchurch

DAVIE LOVELL-SMITH

79 Cambridge Terrace P O Box 679 Christchurch 1, New Zealand
Telephone: 03 379-0733 Fax: 03 379-9644 E-mail: office@dls.co.nz

JOB TITLE:

Gillman Wheelans Limited
Preston Downs- West Melton

SHEET TITLE:

Earthworks

DRAWING STATUS:

For Engineering Approval

SCALE: 1:2000@A1 1:4000@A3 DATE: October 2010

CAD FILE: J:\16714\DWG\C16714E02_R1.dwg REVISION:

DRAWING No: SHEET No: C.16714.E02 R1

IMPORTANT INFORMATION TO ALL NEW HOME/LAND OWNERS

STREET TREES AND IRRIGATION

The Selwyn District Council would like to make all new home/land owners and their contractors aware of the process of gaining approval to relocate/remove street trees, or alter Council irrigations systems.

In some areas of the Selwyn District, various types of linked dripper irrigation systems are installed to water establishing street trees. In some cases, the system has not been installed very deep in the ground. It is particularly important that any contractors who are going to be excavating within road berms are aware of this and excavate carefully to locate irrigation lines or drippers, or seek assistance from Council as to their presence/location before excavating. Similarly, care should be taken when excavating near street trees to avoid damage to tree roots.

The developer has put a lot of effort into enhancing the streetscape and providing an attractive environment within your subdivision. It is accepted that in some cases when a new home is built, a planted street tree and associated irrigation system may need to be shifted or removed to facilitate vehicle access to the site. Upon formal request, Council will consider giving approval for such changes to the initial planting plan or irrigation system on a case by case basis, after exploring all alternative options available.

Where is has been qualified that trees can be removed or relocated and/or an irrigation system needs to be shifted, then these works are to be organised by Council and/or the Developer and carried out by one of their approved contractors. All costs associated with these works are to be borne by the requesting land owner.

Please be aware, that in some situations, street trees can be removed and landscaping in a subdivision might still be under the management of the developer. In such cases, Council should still be contacted in the first instance, who will forward the request onto the developer for a response.

The following procedure is to be followed by a land owner who is wanting to request removal or relocation of a street tree and/or associated irrigation systems, in order to facilitate vehicle accessto their property.

Requests for the removal or shifting of a tree must be made in writing to the Council Reserves Department stating:

- Street address of the property and the lot number;
- Name of the contact person;
- Contact details;
- Reason for the tree to be removed

On receipt of this formal request, Council staff will assess the following:

- Quality of the tree and whether or not the tree can successfully be moved;
- Whether an irrigation system is present and also needs shifting or decommissioning;
- Any conditions of sale by the developer;
- Any Resource Consent conditions;
- Streetscape theme and amenity value contribution of the tree.

If a tree is not able to be shifted and has to be removed, the landowner may also be required to pay for the cost to plant another tree of the same species and of similar size within the road berm as a replacement.

If an agent of the land owner makes the request to Council, then the agent is deemed to the person responsible for the payment of all expenses relating to this procedure.

CARE FOR ESTABLISHING STREET TREES

Although the Developer and/or Council endeavours to water in newly planted street trees during their initial establishment years, the public is encouraged to assist with watering trees on your road berm. Establishing a tree in an urban environment faces many challenges so give your tree the best chance of reaching its full potential and value.

Council implements an annual programme of street tree inspections and maintenance throughout the district. Street tree maintenance is the responsibility of the Council, who employs a contractor to provide arboricultural services. It is critical that any other tree maintenance required is undertaken by our appointed contractor to ensure consistency in both quality and tree form.

Please contact us by lodging a Service request if you tree requires any tree maintenance.

Thank you for your assistance and co-operation

Reserves Maintenance Staff
Selwyn District Council

Be water wise

Reducing water use is important as Selwyn households tend to be high users of water. Residential properties connected to a Council supply used an average of 1,470 litres of water per day in 2012/13 and 1,386 litres per day in 2011/12. As a comparison, typical household use in New Zealand is around 675 litres per day.

Part of the reason why Selwyn households have higher water consumption is because properties tend to have large sections and over dry summers water use can increase significantly. Additional bores can be added to increase the capacity of Council water supplies, but this is costly and unsustainable.

Over summer, demand for water is much higher than in winter, as people use more water to maintain their lawns. When demand for water is very high during dry summers, water restrictions can be introduced if necessary.

Demand is especially high at the peak times of 6–9am in the morning and 4–9pm in the evening, when people use water for cooking, washing and dishwashers, and often water their lawns at the same time.

We are asking everyone to be careful about how they use water, especially in summer when there is more demand for water. Some areas like Rolleston and Darfield also pay for their water based on metered use so reducing your water consumption will mean you spend less on water bills.

How much water do you use?

This chart shows the amount of water typically used for different household activities. Once you know where your water is going, you can think about how you could reduce your water use. If your water is metered and billed this will help reduce how much you spend on water.

Kitchen—Activity	Water used	Buckets
Dishwashing by Hand	12 to 15 litres per wash	1 – 1½
Dishwasher	20 to 60 litres per wash	2 – 6
Drinking, Cooking, Cleaning	8 litres per person	¾ – 1
Bathroom—Activity	Water used	Buckets
Toilet	4.5 to 11 litres per flush	½–1
Bath	50 to 120 litres (half full)	5 – 12
Shower (8 minutes)	70 to 160 litres per 8 minutes	7 – 16
Handbasin	5 litres	½
Tap Running (Cleaning teeth, washing hands)	5 litres	½
Leaking Tap	200 litres	20
Laundry—Activity	Water used	Buckets
Washing Machine (Front loading)	23 litres per kg of dry clothing	4 – 5
Washing Machine (Top Loading)	31 litres per kg of dry clothing	5 – 6
Outside—Activity	Water used	Buckets
Hand Watering by Hose	600 to 900 litres per hour	60 – 90
Garden Sprinkler	Up to 1500 litres per hour	150
Car Wash with Hose	100 to 300 litres	10 – 30
Filling Swimming Pool	20,000 to 50,000 litres	2,000–5,000
Leaking Pipe (1.5mm hole)	300 litres per day	30



Tips for managing your water use

You can help manage your water consumption wisely by following these tips:

Your garden and lawn

- Water your garden and lawn every few days rather than every day. Wetting the soil surface every day encourages roots to develop at the surface, making them more vulnerable to hot dry spells.
- Water your garden and lawn outside of peak water usage hours (avoid 6am–9am, and 4pm–9pm). Watering in the early morning (before 6am) or late evening (after 9pm) will minimise evaporation loss. Also avoid watering in a Nor' West wind as the water will quickly evaporate.
- Using a watering can or hand watering plants by hose often uses far less water than a sprinkler.
- Use a timer to avoid overwatering as it makes plants more susceptible to fungus diseases and will leach out soil nutrients.
- Use mulch or cover the soil with a layer of organic matter to keep the soil moist. Mulches help protect plant roots from drying effects of sun and wind and also reduce weed growth.
- Check if the soil needs watering by digging down with a trowel and having a look. This is a more accurate way to see if watering is needed than looking at the surface.
- Check you have the right head for your sprinkler. Sprinklers should apply water gently so that it seeps into the soil. Some sprinklers apply water faster than the soil can absorb.
- When planting choose drought resistant plants that don't require a lot of water.



Outdoors

- Wash your car with a bucket of water rather than a hose.
- Use a broom rather than hosing down paths and driveways.
- Inspect hoses and taps both indoors and outdoors to check for leaks which waste water.
- Collect rainwater for use watering gardens and lawns.
- If you have a swimming pool, keep it covered to stop the water evaporating.

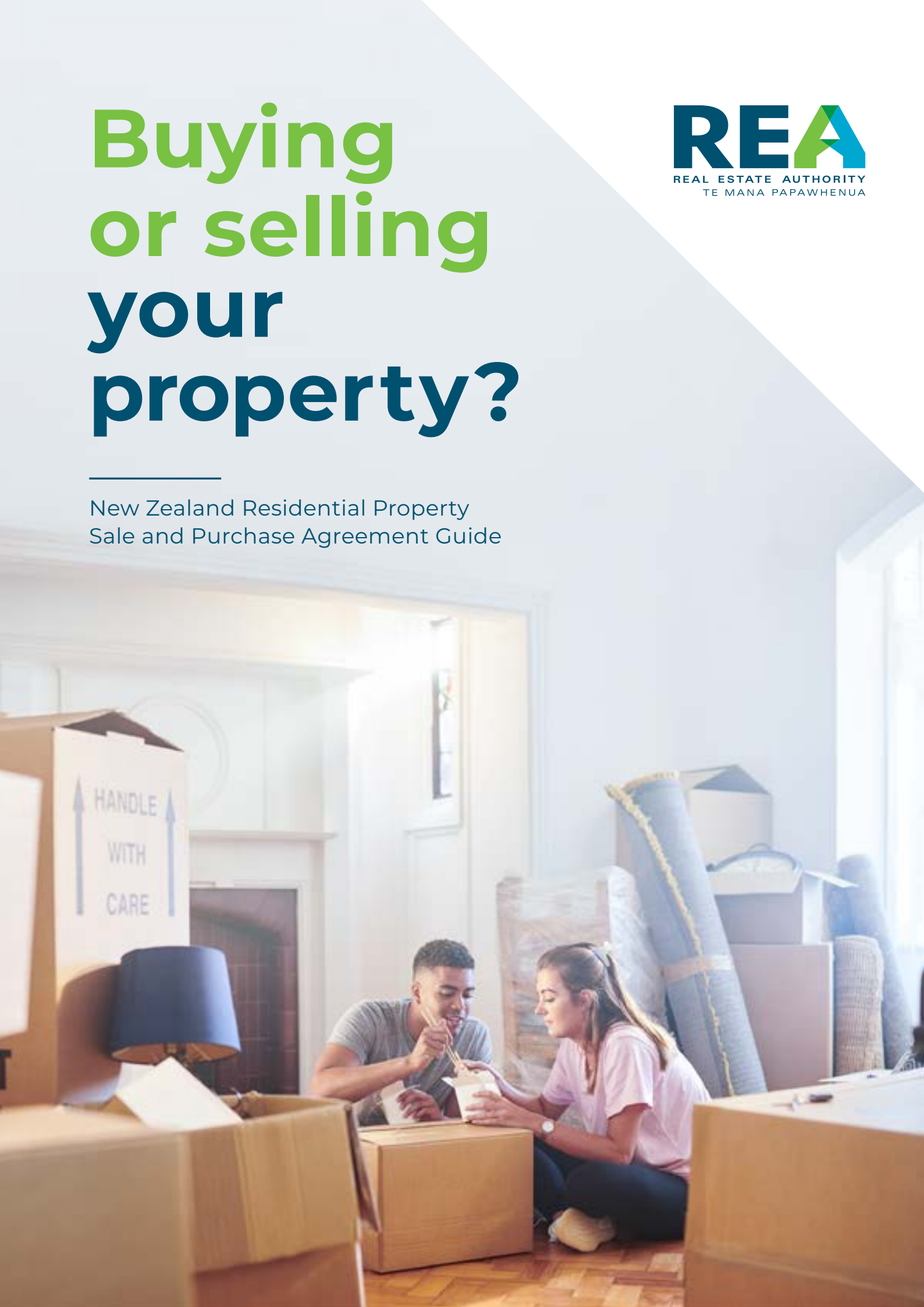
Indoors

- Reduce your water consumption at the peak times of 6-9am and 4-9pm. Easy ways to do this include using your washing machine after 9pm at night, and putting your dishwasher on just before you go to bed.
- Take a short shower instead of a bath.
- Don't switch on the dishwasher or washing machine until you have a full load.
- Use a half flush when using the toilet.

Buying or selling your property?

REAL ESTATE AUTHORITY
TE MANA PAPAWHENUA

New Zealand Residential Property
Sale and Purchase Agreement Guide



REAL ESTATE AUTHORITY
TE MANA PAPAWHENUA



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.

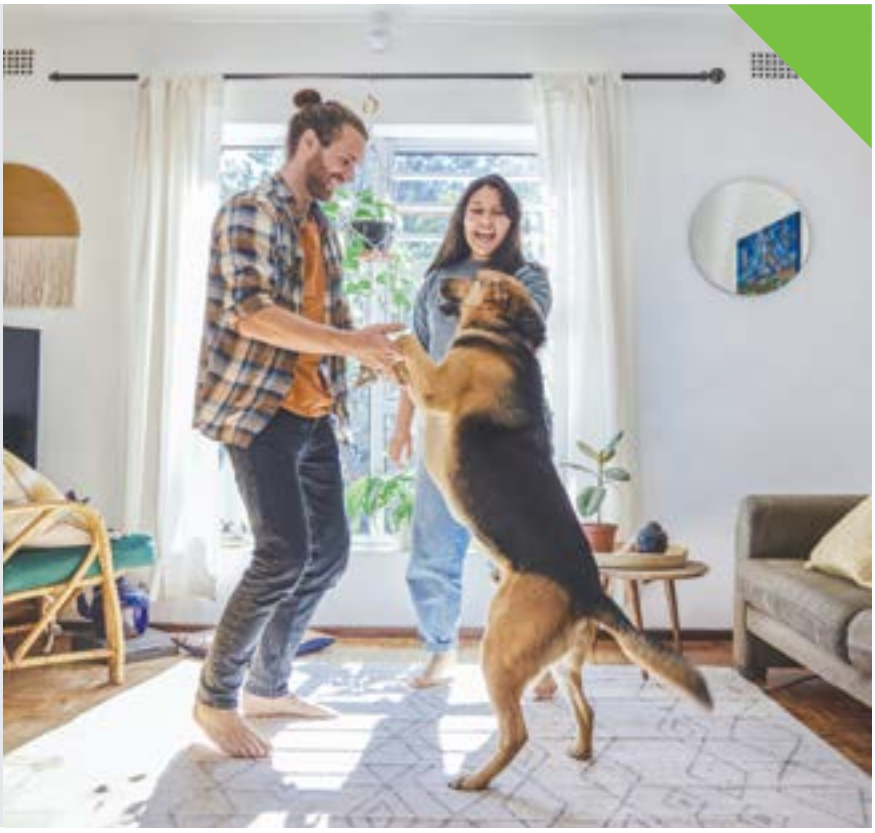
- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.
- We maintain a Code of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

settled.govt.nz



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