

KNIGHTS STREAM PARK

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HALSWELL JUNCTION ROAD, CHRISTCHURCH

Sections in Stage 9C range in size from 560m² to 590m². Prices start at a very exciting \$195,000. Fibre will be laid to each property which will provide high-speed internet connections. Titles for Stage 9C are now out.

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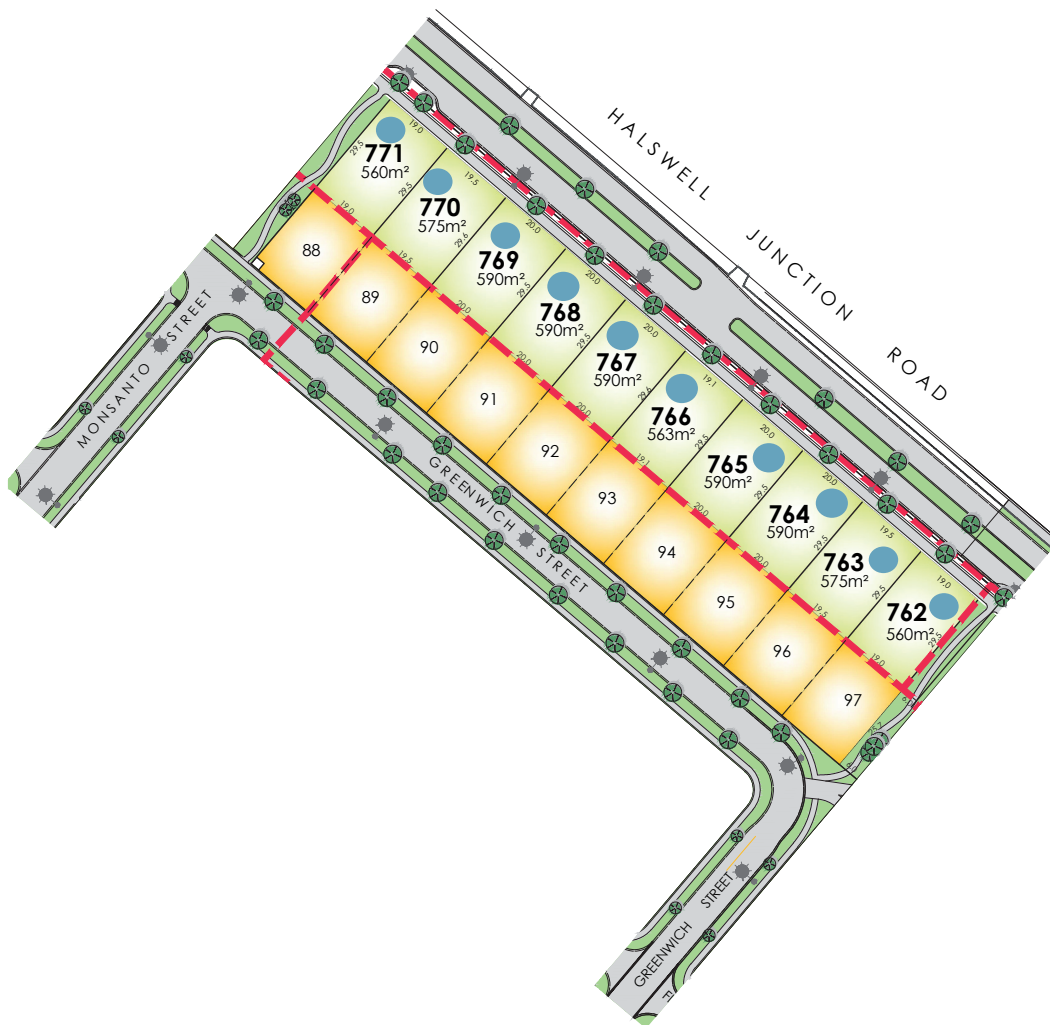
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STAGE 9C



● = ON HOLD
● = UNDER CONTRACT

Lot	Size	Price
762	560	SOLD
763	575	SOLD
764	590	SOLD
765	590	SOLD
766	563	SOLD

Lot	Size	Price
767	590	SOLD
768	590	SOLD
769	590	SOLD
770	575	SOLD
771	560	SOLD

BAYLEYS

Fulton Hogan
LAND DEVELOPMENT LTD.

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Lot	Size	Price
772	560	SOLD
773	575	SOLD
774	590	SOLD
775	590	SOLD

Lot	Size	Price
776	563	SOLD
777	590	SOLD
778	590	SOLD
779	590	SOLD

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1. The Grantor covenants with the Grantee that the Grantor shall:
 - (a) Not permit any works to be carried out on the site (including site preparation) prior to the erection and completion of all side, front and rear boundary fences (complying with clauses 1(k) and 1(l) below) or, where permanent fencing is not being erected, temporary fencing shall be installed and removed prior to occupation of the dwelling;
 - (b) Complete the vehicle access from the road to the Servient Tenement (including berm and kerb crossing) up to and including metalling or sealing prior to construction of the dwelling in accordance with plans approved by the Grantee;
 - (c) Only have vehicle access to the Servient Tenement over the area allocated for vehicle access (including the berm and kerb crossing) on plans approved by the Grantee;
 - (d) Not permit the Servient Tenement to be occupied or used as a residence either prior to the dwelling being completed (including the construction of driveways, pathways, the erection of a letterbox and the landscaping and seeding of lawns visible from the road boundary, and the completion of all side and rear fences in compliance with clause 1(l) below) or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles for human occupation;
 - (e) Complete any buildings within 9 months of laying down the foundations for such buildings, and, within 12 months of laying down such foundations the Grantor shall complete all ancillary works such as fencing and landscaping;
 - (f) Not erect any building other than a dwelling house or ancillary buildings in accordance with plans (including site plan, landscape plan and external colour scheme) that have been approved by the Grantee, or the Grantee's nominated agent, in its sole discretion prior to the commencement of building;
 - (g) Reinstall, replace and be responsible for all costs arising from any damage to landscaping, berms, roading, footpaths, kerbs, concrete or other structures in the subdivision arising directly or indirectly from the use of the Servient Tenement by the Grantor or its occupiers, agents or invitees;
 - (h) At the time of completing landscaping on the Servient Tenement re-seed the berm in front of the Servient Tenement with a seed of a similar variety;

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- (i) Not transport or allow to be placed on the Servient Tenement any pre-lived in or pre-built dwelling, nor, without the Grantee's prior written consent erect or permit to be erected on the Servient Tenement any flat pack house or deconstructed house;
- (j) Not use or permit to be used any secondhand materials without the Grantee's prior written consent;
- (k) Not erect or permit to be erected on the Servient Tenement any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron or metal sheeting;
- (l) Not erect or permit to be erected on the Servient Tenement any fence or boundary wall on the internal boundaries of a height greater than 1.8m above the surrounding finished ground level;
- (m) Not, without the Grantee's prior written consent, erect or permit to be erected on the Servient Tenement any dwelling house having a floor area less than 150m² including garage;
In considering whether or not to grant consent for a smaller dwelling house, the Grantee shall consider whether the dwelling house includes quality design features commonly found in larger dwellings;
- (n) Not use as a roofing material anything other than tiles (clay, ceramic, decromastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel;
- (o) Not use as exterior cladding any material other than clay brick, recycled brick, stained or painted weatherboard, cedar, linear board, painted or sealed concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above;
- (p) Not use a roofing material, guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products on any building;
- (q) Not attach to or protrude from the front of the dwelling house, garage or other structure or establish within 6m of the road boundary of the Servient Tenement any fixture that is visible from the road and that in the Grantee's sole discretion is obtrusive including, but not limited to, air-conditioning units, television or radio aerials and gas bottles;

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- (r) Not permit any rubbish, including builders waste materials to accumulate or to be placed upon the Servient Tenement or any adjoining land or permit grass or weeds to grow to a height exceeding 150mm or otherwise leave the Servient Tenement in a condition that, in the Grantee's sole discretion may be detrimental to the Grantee's subdivision. The Grantee shall have the right to remove any building materials from the Servient Tenement or adjoining land, or to maintain the Servient Tenement in a reasonable condition to avoid the Servient Tenement being or becoming detrimental to the subdivision, with reasonable costs to be met by the Grantor and payable on demand;
 - (s) Not remove or relocate from the Servient Tenement any fence, tree or shrub constructed, installed or planted by the Grantee without the written consent of the Grantee;
 - (t) Not keep or raise any livestock, poultry, reptiles or animals of any kind or size on the Servient Tenement or in any building other than domesticated household pets. The keeping of pigeons is expressly prohibited;
 - (u) Not permit the erection of any sign on the Servient Tenement other than a professionally sign written and installed sign marketing the dwelling or section for sale. The Grantee will only permit the erection of signage indicating a business if such signage is acceptable in the sole discretion of the Grantee and prior written consent is obtained. The Grantee shall have the right to remove any sign, which in its sole discretion is unacceptable without prior warning;
 - (v) Not permit the dwelling to be used as a show home without written consent of the Grantee. The Grantee shall retain sole discretion over the number of dwellings to be used for show home purposes.
2. In the event that the Grantor disagrees with the exercise of the discretion by the Grantee under clause 1(f) above, the matter shall be referred to a registered building/design professional mutually agreed between the Grantor and Grantee. The consent of the Grantee shall be deemed to be given if such professional certifies that the proposed building(s) and improvements on the Servient Tenement are appropriate and suitable for a high quality residential subdivision and will not have an adverse effect on other lots (existing or proposed) within the subdivision.
3. The Grantee shall neither be required nor be liable to enforce the above covenants or any non-conformance of the above covenants.

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4. The Grantor covenants with the Grantee that it will not oppose, object to, frustrate or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder the Grantee from progressing and completing the Grantee's development plans and/or effecting any zone change, subdivision or land use consents needed to give effect to the development at Halswell (being the area identified by the Christchurch City Council as Plan Change 60).

5. The Provisions of this Covenant (except clause 4) shall expire three years from the issue of a separate Certificate of Title for the Servient Tenement.

6. In this instrument the following words have the following meanings:

"Grantor" means and includes all persons executing the instrument as Grantor, its subsidiaries and associated companies and their executors, administrators, assigns and successors in title; and

"Grantee" means Fulton Hogan Land Development Limited and does not include its successors in title.

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