

# STAGE THREE Rosemerryn

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## LINCOLN, CANTERBURY

Sections ranging in size from 420m<sup>2</sup> to 734m<sup>2</sup>. On-site pre-school plus easy walking and biking distance from the schools and the thriving Lincoln Township. Realistically priced from \$172,000. Fibre will be laid to each property which will provide high-speed internet connections. Titles for Stage Three are now out.

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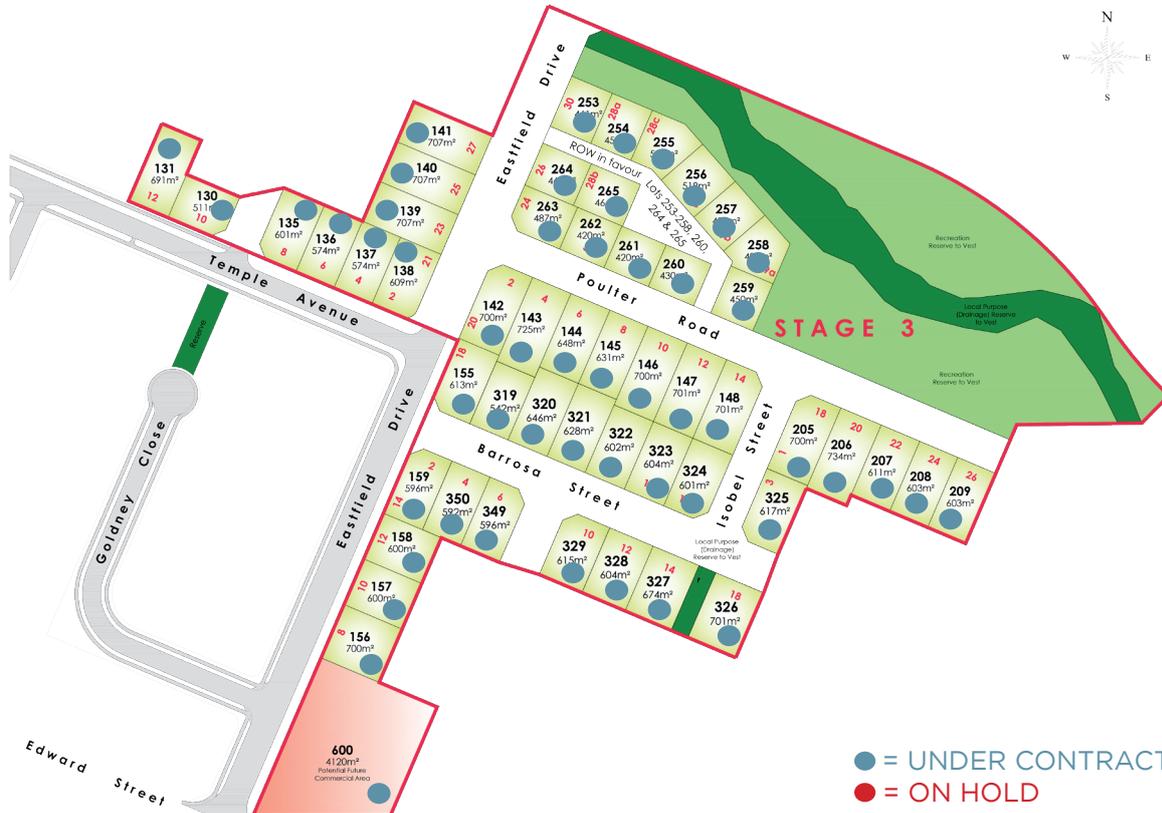
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● = UNDER CONTRACT/SOLD  
● = ON HOLD

Lot	Size	Price
130	UNDER CONTRACT	
131	SOLD	
135	UNDER CONTRACT	
136	SOLD	
137	SOLD	
138	UNDER CONTRACT	
139	UNDER CONTRACT	
140	UNDER CONTRACT	
141	SOLD	
142	SOLD	
143	SOLD	
144	UNDER CONTRACT	
145	SOLD	
146	SOLD	
147	UNDER CONTRACT	
148	UNDER CONTRACT	
155	UNDER CONTRACT	

Lot	Size	Price
156	SOLD	
157	UNDER CONTRACT	
158	UNDER CONTRACT	
159	SOLD	
205	SOLD	
206	SOLD	
207	UNDER CONTRACT	
208	UNDER CONTRACT	
209	UNDER CONTRACT	
253	SOLD	
254	UNDER CONTRACT	
255	UNDER CONTRACT	
256	UNDER CONTRACT	
257	SOLD	
258	UNDER CONTRACT	
259	UNDER CONTRACT	
260	UNDER CONTRACT	
261	UNDER CONTRACT	
262	UNDER CONTRACT	
263	UNDER CONTRACT	

Lot	Size	Price
264	UNDER CONTRACT	
265	UNDER CONTRACT	
319	UNDER CONTRACT	
320	UNDER CONTRACT	
321	SOLD	
322	SOLD	
323	SOLD	
324	SOLD	
325	SOLD	
326	SOLD	
327	SOLD	
328	SOLD	
329	SOLD	
349	SOLD	
350	UNDER CONTRACT	
600	SOLD	





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1. The Purchaser covenants with the Vendor that the Purchaser 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(i) and 1(j) below) or, where permanent fencing is not being erected, temporary shade cloth shall be installed and removed prior to occupation of the dwelling;
  - (b) Complete the vehicle access from the road to the Property (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 Vendor;
  - (c) Only have vehicle access to the Property over the area allocated for vehicle access (including the berm and kerb crossing) on plans approved by the Vendor;
  - (d) Not permit the Property to be occupied or used as a residence either prior to the dwelling being completed (including the construction of driveways, pathways, and the completion of all side and rear fences in compliance with Clause 1(j) below) or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles for human occupation. Within two months of occupying the residence the erection of a letterbox and the landscaping and seeding of lawns visible from the road boundary are to be completed;
  - (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 Purchaser 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 Vendor, or the Vendor's nominated agent, in its sole discretion prior to the commencement of building;

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- (g) Reinststate, replace and be responsible for all costs arising from any damage to landscaping, roading, footpaths, kerbs, concrete or other structures in the subdivision arising directly or indirectly from the use of the Property by the Purchaser or its occupiers, agents or invitees;
- (h) Not transport or allow to be placed on the said land any pre-lived in or pre-built dwelling, nor, without the Vendor's prior written consent, use or permit to be used any second-hand materials;
- (i) Not erect or permit to be erected on the Property any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron or metal sheeting;
- (j) Not erect or permit to be erected on the Property any fence or boundary wall:
- Within 2.0 metres of the road boundary except that on lots which have road frontage on two boundaries fencing on the secondary road frontage is permitted on the boundary;
  - On the internal boundaries of a height greater than 1.8m above the surrounding finished ground level; and
  - On boundaries fronting a right of way of a height greater than 1.2m above the surrounding finished ground level otherwise than with specific design approval of the Vendor. Approval of fences may be declined at the Vendor's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision or neighbouring amenities.
- (k) Not, without the vendor's prior written consent erect or permit to be erected on the Property any dwelling house;
- On lots 500m<sup>2</sup> or larger having a floor area less than 175m<sup>2</sup> including garage;
  - On lots between 400m<sup>2</sup> and 499m<sup>2</sup> having a floor area less than 150m<sup>2</sup> including garage
- In considering whether or not to grant consent for a smaller dwelling house, the vendor shall consider whether the dwelling house includes quality design features commonly found in larger dwellings.

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- (l) 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;
- (m) Not use as exterior cladding any material other than clay brick, recycled brick, stained or painted weatherboard, linear board, painted or sealed concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above;
- (n) Not use a roofing material, guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products on any building;
- (o) 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 Property any fixture that is visible from the road and that in the Vendor's sole discretion is obtrusive including, but not limited to, air-conditioning units, television or radio aerials and gas bottles;
- (p) Not permit any rubbish, including builders waste materials to accumulate or to be placed upon the Property or any adjoining land or permit grass or weeds to grow to a height exceeding 75mm or otherwise leave the Property in a condition that, in the Vendor's sole discretion may be detrimental to the Vendor's subdivision. The Vendor shall have the right to remove any building materials from the Property or adjoining land, or to maintain the Property in a reasonable condition to avoid the Property being or becoming detrimental to the subdivision, with reasonable costs to be met by the Purchaser and payable on demand;
- (q) Not remove or relocate from the Property any fence, tree or shrub constructed, installed or planted by the Vendor without the written consent of the Vendor;
- (r) Not keep or raise any livestock, poultry, reptiles or animals of any kind or size on the Property or in any building other than domesticated household pets. The keeping of pigeons is expressly prohibited;

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- (s) Not permit the erection of any sign on the Property other than a professionally sign written and installed sign marketing the dwelling or section for sale. The Vendor will only permit the erection of signage indicating a business if such signage is acceptable in the sole discretion of the Vendor and prior written consent is obtained. The Vendor shall have the right to remove any sign, which in its sole discretion is unacceptable without prior warning;
  - (t) Not permit the dwelling to be used as a show home without written consent of the Vendor. The Vendor shall retain sole discretion over the number of dwellings to be used for show home purposes.
2. In the event that the Purchaser disagrees with the exercise of the discretion by the Vendor under clause 1(f) above, the matter shall be referred to a registered building/design professional mutually agreed between the Purchaser and Vendor. The consent of the Vendor shall be deemed to be given if such professional certifies that the proposed building(s) and improvements on the Property 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 Vendor shall neither be required nor be liable to enforce the above covenants or any non-conformance of the above covenants.
  4. The Purchaser covenants with the Vendor 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 Vendor from progressing and completing the Vendor's development plan, subdivision or land use consents needed to give effect to the development bounded by Edward Street and Ellesmere Road at Lincoln.
  5. The Provisions of this Covenant (except clause 4) shall expire five years from the issue of a separate certificate of title for the Property.

The contents of this document do not form part of any contract. This document has been compiled using information provided by third parties, and Bayleys accepts no responsibility for its accuracy or completeness. In all cases, interested parties should conduct their own verification of the information in this document, as well as their own investigation and analysis of the property described in it. All parties are urged to take legal advice before entering into any contract or agreement regarding the property described herein.