



ROSEMERRYN

STAGE SEVENTEEN

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LINCOLN, CANTERBURY

Sections ranging in size from 564sqm to 880sqm. On-site cafe and restaurant, gym and pre-school plus easy walking and biking distance from the schools and the thriving Lincoln Township. Realistically priced with prices from \$349,000. Titles for Stage 17 have issued.

Chris Jones

027 220 5043

chris.jones@bayleys.co.nz

WHALAN AND PARTNERS LTD, BAYLEYS, LICENSED UNDER THE REA 2008

Nathan Collett

027 826 1535

nathan.collett@bayleys.co.nz

WHALAN AND PARTNERS LTD, BAYLEYS, LICENSED UNDER THE REA 2008





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Lot	Size m ²	Price
586	669	SOLD
587	621	SOLD
588	615	SOLD
589	614	SOLD
590	614	SOLD
591	614	SOLD
613	634	SOLD
614	564	SOLD
615	598	SOLD
616	632	SOLD
617	627	SOLD
618	635	SOLD
619	685	SOLD
620	665	SOLD
633	683	SOLD
634	683	SOLD
635	632	SOLD
636	636	SOLD
637	635	SOLD
659	1,016	SOLD
660	1,015	SOLD
661	1,015	SOLD
662	1,015	SOLD
663	1,000	SOLD
664	880	SOLD
665	1,120	SOLD
670	613	SOLD
671	642	SOLD
672	663	SOLD
673	678	SOLD
674	650	SOLD
678	576	SOLD
679	608	SOLD
680	608	SOLD
681	608	SOLD
682	608	SOLD
876	725	SOLD
877	664	SOLD



Lot	Size m ²	Price
890	825	SOLD
891	631	SOLD
892	623	SOLD
893	877	SOLD
894	696	SOLD
895	679	SOLD
896	655	SOLD
927	700	SOLD
928	632	SOLD

Lot	Size m ²	Price
938	602	SOLD
939	592	SOLD
940	600	SOLD
941	600	SOLD
942	600	SOLD
943	600	SOLD
944	600	SOLD
945	600	SOLD





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1. The Covenantor covenants with the Covenantee that the Covenantor 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(l) and 1(m) 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 Burdened Land (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 Covenantee;
 - (c) Only have vehicle access to the Burdened Land over the area allocated for vehicle access (including the berm and kerb crossing) on plans approved by the Covenantee;
 - (d) Not permit the Burdened Land 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, the completion of all side and rear fences in compliance with clause 1(m) 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 Covenantor 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 Covenantee, or the Covenantee's nominated agent, in its sole discretion prior to the commencement of building;
 - (g) Not, without the Covenantee's prior written consent, include windows having a combined area of less than 2sqm on the facade of the dwelling house which fronts the road. This covenant shall not apply to any dwelling house located on a rear lot where the front boundary of that lot is not shared with a road or right of way boundary;



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- (h) Reinstate, 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 Burdened Land by the Covenantor or its occupiers, agents or invitees;
- (i) At the time of completing landscaping on the Burdened Land re-seed the berm in front of the Burdened Land with a seed of a similar variety;
- (j) Not transport or allow to be placed on the Burdened Land any pre-lived in or pre-built building nor, without the Covenantee's prior written consent erect or permit to be erected on the Burdened Land any flatpack house or deconstructed house;
- (k) Not use or permit to be used any second-hand materials without the Covenantee's prior written consent;
- (l) Not erect or permit to be erected on the Burdened Land any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron or metal sheeting;
- (m) Not erect or permit to be erected on the Burdened Land any fence or boundary wall on the internal boundaries of a height greater than 1.8m above the surrounding finished ground level;
- (n) Not, without the Covenantee's prior written consent, erect or permit to be erected on the Burdened Land any dwelling house including garage having a floor area less than 175sqm.
In considering whether or not to grant consent for a smaller dwelling house, the Covenantee shall consider whether the dwelling house includes quality design features commonly found in larger dwellings.
- (o) Not subdivide the Burdened Land. Subdivide shall have the meaning given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991. An adjustment of the location of the boundary between two adjoining lots which increases or decreases the total area of each of the affected lots by no more than 100m² is permitted;



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- (p) 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;
- (q) 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;
- (r) Not use a roofing material, guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products on any building;
- (s) 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 Burdened Land any fixture that is visible from the road and that in the Covenantee's sole discretion is obtrusive including, but not limited to, air-conditioning units, television or radio aerials and gas bottles;
- (t) Not permit any rubbish, including builders waste materials to accumulate or to be placed upon the Burdened Land, the berm in front of the Burdened Land or any adjoining land or permit grass or weeds to grow to a height exceeding 75mm or otherwise leave the Burdened Land or the berm in front of the Burdened Land in a condition that, in the Covenantee's sole discretion may be detrimental to the Covenantee's subdivision. The Covenantee shall have the right to remove any building materials from the Burdened Land, the berm in front of the Burdened Land or adjoining land, or to maintain the Burdened Land and the berm in front of the Burdened Land in a reasonable condition to avoid the Burdened Land being or becoming detrimental to the subdivision, with reasonable costs to be met by the Covenantor and payable on demand;
- (u) Not remove or relocate from the Burdened Land any fence, tree or shrub constructed, installed or planted by the Covenantee without the written consent of the Covenantee;
- (v) Not remove or relocate any tree installed by the Covenantee between the road and the Burdened Land without the prior written consent of the Covenantee. The removal or relocation of any such tree will be in the manner and form directed by the Covenantee and/or the Selwyn District Council and at the Covenantor's sole cost. This Covenant shall expire two (2) years from the issue of separate Record of Title for the Burdened Land.



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- (w) Not keep or raise any livestock, poultry, reptiles or animals of any kind or size on the Burdened Land or in any building other than domesticated household pets. The keeping of pigeons is expressly prohibited;
 - (x) Not permit the erection of any sign on the Burdened Land other than a professionally sign written and installed sign marketing the dwelling or section for sale. The Covenantee will only permit the erection of signage indicating a business if such signage is acceptable in the sole discretion of the Covenantee and prior written consent is obtained. The Covenantee shall have the right to remove any sign, which in its sole discretion is unacceptable without prior warning;
 - (y) Not permit the dwelling to be used as a show home without written consent of the Covenantee. The Covenantee shall retain sole discretion over the number of dwellings to be used for show home purposes.
2. In the event that the Covenantor disagrees with the exercise of the discretion by the Covenantee under clause 1(f) above, the matter shall be referred to a registered building/design professional mutually agreed between the Covenantor and Covenantee. The consent of the Covenantee shall be deemed to be given if such professional certifies that the proposed building(s) and improvements on the Burdened Land 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 Covenantee shall neither be required nor be liable to enforce the above covenants or any non-conformance of the above covenants.
 4. The Covenantor covenants with the Covenantee 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 Covenantee from progressing and completing the Covenantee'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 Burdened Land.
 6. In this instrument the following words have the following meanings:
"Covenantor" means and includes all persons executing this instrument as Covenantor, its subsidiaries and associated companies and their executors, administrators, assigns and successors in title; and
"Covenantee" means Fulton Hogan Land Development Limited and does not include its successors in title.

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