the change agents

40 Derbridge Street
Ravenswood

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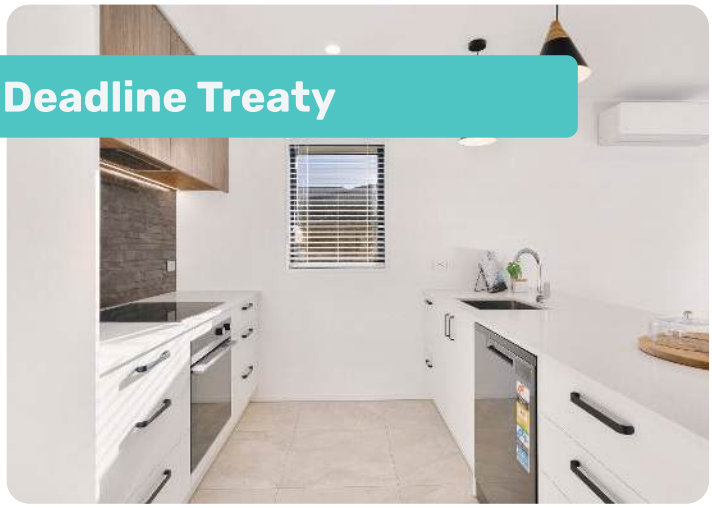
Ravenswood

thenetwork.



Deadline Treaty

4 2 1 1

Floor Area: 156m^2

Land Area: 433m^2

View Online:

https://changeagents.co.nz/property/40-derbridge-street-ravenswood

Open Homes:

Contact Damian for viewing times

Brand New, North-Facing & Built for Family Living

Step into comfort and quality at 40 Derbridge Street, a beautifully finished, brand new four-bedroom home in the heart of Ravenswood.

Proudly built by L R Emery Builders, this home blends contemporary style with practical family living. The spacious open-plan layout is light-filled and inviting, with two heat pumps to keep you comfortable year-round. The stylish kitchen is a true centrepiece, perfect for everyday meals or entertaining guests.

Enjoy seamless indoor-outdoor flow to a sunny north-facing deck, ideal for relaxing or weekend BBQs. Four generous bedrooms provide room for the whole family, while the high-quality finishes throughout ensure you'll feel right at home from day one.

Located in a fast-growing, family-friendly community with parks, shops, and schools nearby – this one ticks all the boxes.

Key features:

- Brand new 4-bedroom home
- Open-plan living and dining
- Stylish kitchen with quality appliances
- 2 heat pumps for year-round comfort
- North-facing deck and easy-care section
- High-quality finishes throughout
- Built by trusted local builders, L R Emery Builders

Don't miss your chance to secure a brand new home that's ready for you to move in and enjoy.

To be sold at deadline on 15 August 2025 (unless sold prior)

Vendor Transparency Document

Address: 40 Derbridge Street, Ravenswood, Christchurch

IMPORTANT NOTE: This form is completed by or on behalf of the vendor to set out information about the property known by the vendor, or to the best of the vendors knowledge. It is provided to purchasers as initial background information only. The statements are not to be relied on by the purchaser or any third party. Nothing in this form constitutes a warranty, guarantee, or obligation of the vendor.

The vendor agrees that if after signing this form, they become aware of any additional information Yas described in this form or that may be of any interest to the purchaser, they will notify the Licensee immediately to arrange an update to the form which will be provided to the Purchaser. The vendor also agrees that anything additional discovered by the Licensee may be noted at any time to be disclosed to any potential purchasers.

Additional details or forms verifying information may also be included as an appendix if there is not enough space.

Is the Vendor aware of any weather tightness, structural or geotechnical issues (including any past damage)?

☐ Yes ☑ No

Is the Vendor aware of any other damage or defect to the property including cladding, internal walls, roof, guttering, piling or any other hidden or underlying defects etc?

☐ Yes ☑ No

Is the Vendor aware of any hazards including weatherside cladding, asbestos, dux quest plumbing, scrim or any other similar item that in the vendors discretion, considers may be relevant to a purchaser?

☐ Yes ☑ No

Is the Vendor aware of any chattel, fixture or fitting that does not work or is damaged?

☐ Yes ☑ No

Is the Vendor aware of any issues regarding the neighbourhood including road changes, planned developments, phone towers or received any notice or demand from any local or government authority or other statutory body, from any tenant of the property or any other party? Has the vendor given any consent for neighbouring builds, developments or renovations or any other matter?

☐ Yes ☑ No

Is the Vendor aware of any criminal activity, drug use or creation, deaths (other than as a result of natural cause) or other activity or event that in the vendors discretion & opinion, considers may be relevant to a purchaser?

☐ Yes ☑ No

Is the Vendor aware of any outstanding payments on the property including any building work, insulation, chattels, or items that have been agreed to be added to the rates?

☐ Yes ☑ No

Is the Vendor aware of any work done at the property by any person at any time that was not correctly permitted,consented, signed off or completed in accordance with the applicable laws or Council requirements?

☐ Yes ☑ No

Is the Vendor aware of any matters concerning the boundaries, fencing or title that at the vendors discretion, may cause a prospective purchaser concern? (Eg fencing issues, unclear boundaries or disputes, title complications or requisitions etc)

☐ Yes ☑ No

Vendor Transparency Document

Additional Information Provided by the Vendor:

Has the Vendor completed a Healthy Homes Assessment if tenanted? ☐ Yes ☐ No
Does the property have a Healthy Homes Certificate? ☐ Yes ☐ No ☑ NA

Are there any retaining walls on the property? ☐ Yes ☐ No
Has a Code of Compliance Certificate been issued ☐ Yes ☐ No ☑ NA

Is this a legal Home and Income? ☐ Yes ☐ No
Has a Code of Compliance Certificate been issued? ☐ Yes ☐ No ☐ NA

Is there a wood burner or other fire appliance? ☐ Yes ☐ No
Has a Code of Compliance Certificate been issued? ☐ Yes ☐ No ☑ NA

Is the property insulated? ☐ No ☐ Under Floor ☐ Walls ☐ Roof

For all of the above where applicable has the relevant documentation been:

1) Provided by vendor ☐ Yes ☐ No ☐ NA _____
2) Sited by the agent ☐ Yes ☐ No ☐ NA _____

Describe any renovation work done (even if no consents or certificates were required)?

Is any other information provided by the Vendor or the Licensee (eg Title, District Plan, LIM Disclosures)

Vendor: Sign: Luke Emery Print Name: _____ Date: 08-06-2025

Vendor: Sign: Charlotte Emery Print Name: Charlotte Emery Date: 08-06-2025

Vendor: Sign: _____ Print Name: _____ Date: _____

IMPORTANT NOTE FOR PURCHASERS: Any Consents and Compliance Certificates or Reports that have been made available to the Licensee will be included in the information pack. It is strongly recommended the Purchaser and/or their lawyer review these documents (which may or may not have been made available to the Licensee). The vendor may not have disclosed all information about the property or may have no knowledge of issues that are important or relevant to the purchaser and the Licensee may not have specialist knowledge or expertise to comment on aspects of the property. As such, this document is not represented as including everything that a purchaser 'should' be aware of. The purchaser must not rely on this information as complete or accurate and must make their own enquiries and seek professional advice in all respects to fully satisfy themselves as to the condition/suitability of the property and any other matters relevant to the purchaser prior to entering into any contract for sale and purchase.

Understanding Your Title

The information below are some common 'interests' that may be listed on a property title with simple explanations about the restrictions or rights that could affect the property. Some interests, district plan information, LIM information or other information that has come to the Agents attention may be further detailed on the documents supplied. Some documents may not have been made available to the agent such as the LIM report which means the agent may not have been able to verify some information about the property.

These explanations are not intended to be legal advice or to be relied on by a prospective purchaser. Reading and interpreting the documents is a specialist area. It is the purchaser's sole responsibility to ensure they fully understand the title and related documents from their own investigations and independent professional advice, and the purchaser must not rely solely on the information provided by the Agent or Vendor prior to entering into an agreement to purchase the property. It is strongly recommended that the purchaser seeks advice and explanation about the Title, LIM, District Plan and other relevant documents from their own lawyer or registered conveyancer.

Easements

An easement is the granting or benefit of rights in land that do not include possession. Usually easements allow one party to cross another party's land for a particular purpose, such as rights of way, rights to convey water, gas, electricity or telecommunications, or rights to drain stormwater or sewage. The location of such easements will usually be shown on the plan of the property attached to the certificate of title. "Subject to" means the property gives the benefit to another property. "Appurtenant hereto" means the property has the benefit of the easement.
Easements are not always for the benefit of neighbouring land. An easement in gross has no beneficiary. It is usually in the form of a grant to a territorial authority, or a utility company such as Spark or Vector. The territorial authority or utility company will have the right to access the land for maintenance work.
It must be noted that some easements, such as old drainage easements, may not be recorded on the certificate of title, but will usually appear on district plan maps. There are also a number of "universal" easements, such as those protecting against the undermining of a neighbour's property through excavation. These are common law easements, and not normally registered on the title. May affect use of the property so it is highly recommended to investigate further and seek legal advice.

The easements created by Easement Instrument.... are subject to Section 243 (a) Resource Management Act 1991

The reference s243(a) of the Resource Management Act 1991 simply means that the easement created under easement instrument .....cannot be surrendered by the owner of the title without prior consent of the council.

Resource Management Act 241(2)

Refers to details in the RMA section 241(2) likely in relation to the subdivision of the property.

Consent Notice pursuant to Section 221 Resource Management Act 1991

A consent notice registered against the Title gives notice of the conditions of the subdivision consent under which the land was subdivided which bind the owners going forward. This may affect your use of the property so it is highly recommended to seek further legal advice and view any relevant documentation.

Lease of Flat 1 & 2

Relate to the cross lease of the property. This may affect your use of the property so it is highly recommended to view memorandum of lease for further details and to seek further legal advice.

Fencing Covenant

Fencing covenants are used by subdividers and developers to enable them to avoid their contribution to a fence between their property and adjoining land, as provided for in the Fencing Act 1978.. Fencing covenants are recorded on the certificate of title, but expire at the time of sale of the adjoining land by the first purchaser, or at the end of 12 years. However, the covenant is not automatically removed from the certificate of title. Please note that fencing covenants registered on titles that adjoin Crown lands – for example, reserves – may run with the land. Do not confuse a Fencing Covenant with a Fencing Agreement (below).

Fencing Agreement

Is an agreement between adjoining neighbours to do or not do something that would otherwise be permitted. (It contains rules about fencing etc that must be adhered to by various parties.). May affect use of the property so it is highly recommended to view the relevant document and seek further legal advice if there is a Fencing Agreement registered on the title.

Land Covenant

Contains various rules/regulations in relation to the property as private agreements between parties or imposed by the council. This may affect your use of the property so it is highly recommended to view relevant documentation for specific details and it is recommended to seek further legal advice and a full explanation from your solicitor.

Building Line Restriction

A building line restriction may limit where you can build on the property. Recommended to investigate further based on your requirements for the property and to confirm there are no obvious encroachments from existing dwellings. Note that some building line restrictions may not be included on the title but are included on the District Plan. It may affect your intended use of the property so it is highly recommended to view relevant documentation and to seek further legal/technical advice for the full details.

Marginal Strip

A Marginal Strip is Crown land adjacent to foreshore, lake, rivers or streams greater than 3 metres wide that is sold or otherwise disposed of, the strip of land no less than 20 metres wide is deemed reserved. This means that the owner of the ex-Crown property located adjacent to the waterway does not own the first 20 metres of that property. This may affect your use of the property so it is highly recommended to seek further investigation/technical advice for full details.

Limited as to Parcels

This means that the property has never been properly surveyed and as such the dimensions of the site it refers to are not guaranteed. This is usually not found in the interests but at the top of the title document. If this is on the title it is highly recommended to seek further legal and specialist advice.

Additional Interests/Subject to various acts

Additional interests may not be common interests on a title and the salesperson may not be familiar with the implications of these interests. It is highly recommended to seek further legal/technical advice.

Identifying & Managing Property Risks

Buying a property is a significant investment, and it's essential to be aware of potential risks before making a decision. This guide helps buyers identify key issues in a property and understand the necessary due diligence steps to avoid costly surprises.

It's important to note that real estate agents and vendors are not specialists in identifying structural, environmental, or legal issues. While they may provide general advice, it is important to seek professional advice from building inspectors, surveyors, and legal experts and other specialist reports.

Recognising Property 'Warning Signs'

If a property exhibits any of the following warning signs, further investigation is necessary before proceeding with a purchase.

Structural and Material Concerns:

- Monolithic or Weatherside cladding – These materials may pose water-tightness issues.
- Cracks, chips, or bubbling of cladding – Could indicate structural or moisture problems.
- Flat roof or narrow/no eaves – May require more maintenance and have lower weather resistance.
- Recessed or sloping windows sealed by silicone – Check for leaks or improper sealing.
- Concealed guttering and downpipes – Hidden drainage systems can lead to undetected damage.
- Complex architectural designs – More intricate designs may require specialized inspections.

Interior and Plumbing Issues:

- Signs of dampness – Look for mold, water stains, or musty odors as potential moisture indicators.
- Scrim wall linings – These older materials can be a fire hazard.
- Asbestos materials – Professional assessment may be required for safety.
- Dux Quest plumbing – This type of plumbing has known failure risks and may need replacement.

Structural Risks and Compliance Issues:

- Decks over 1m in height – Ensure they meet stability and council compliance standards.
- Retaining walls over 1.5m – Structural integrity should be carefully assessed and CCC requirements.
- Subsidence concerns – Investigate land stability and foundation strength.
- Obscure boundary lines – Verify property boundaries to avoid legal disputes.

Legal and Unpermitted Work:

- No flashings on windows or doors – This can lead to leaks and weatherproofing failures.
- Signs of unauthorized work – Ensure all renovations or extensions have council approvals.
- Built in the early 1990s to early 2000s – Some properties from this era may have known building issues such as untreated timber.
- Possible criminal activity (drug use/manufacturing) – Look for signs such as chemical odors, covered vents, or unusual wiring.

Scan to access

- S&P Agreement Guide
- Agency Agreement Guide
- Code of Conduct
- In-house Complaints prodecure

RPNZ document ordering service

Certificate of Title without diagram: 1160831

Property: 40 Derbridge Street, Woodend, Waimakariri District

Legal Description: Lot 1247 Deposited Plan 598404

CoreLogic Reference: 3249490/1

Processed: 17 June 2025

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier **1160831**
Land Registration District **Canterbury**
Date Issued 17 May 2024

Prior References
1027175

Estate Fee Simple
Area 433 square metres more or less
Legal Description Lot 1247 Deposited Plan 598404
Registered Owners
Luke Ryan Emery and Charlotte Emma Pinkney Emery

Interests

12329808.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 12.1.2022 at 11:31 am

12961685.8 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 17.5.2024 at 2:32 pm

Land Covenant in Covenant Instrument 12961685.9 - 17.5.2024 at 2:32 pm

Fencing Covenant in Transfer 13036022.1 - 26.6.2024 at 2:13 pm

RPNZ document ordering service

Document, Interest, Instrument: 12961685.9

Property: 40 Derbridge Street, Woodend, Waimakariri District

Legal Description: Lot 1247 Deposited Plan 598404

CoreLogic Reference: 3249490/2

Processed: 17 June 2025

View Instrument Details

Instrument No	12961685.9
Status	Registered
Date & Time Lodged	17 May 2024 14:32
Lodged By	Blissett, Jane Louise
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
1160756	Canterbury
1160757	Canterbury
1160758	Canterbury
1160759	Canterbury
1160760	Canterbury
1160761	Canterbury
1160762	Canterbury
1160763	Canterbury
1160764	Canterbury
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1160843	Canterbury
1160844	Canterbury

1160845	Canterbury
1160846	Canterbury

Annexure Schedule Contains 9 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument	☑
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	☑
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	☑
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	☑

Signature

Signed by Fiona Maire Keall Henderson as Covenantor Representative on 17/05/2024 02:11 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument	☑
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	☑
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	☑
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	☑

Signature

Signed by Fiona Maire Keall Henderson as Covenantee Representative on 17/05/2024 02:11 PM

***** End of Report *****

Form 26

Covenant Instrument to note land covenant

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

Covenantor

RAVENSWOOD DEVELOPMENTS LIMITED

Covenantee

RAVENSWOOD DEVELOPMENTS LIMITED

Grant of Covenant

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

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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Restrictive use covenant	Lots 1151-1164, 1181-1185, 1190-1200, 1202-1257, 1259-1263 DP 598404	Lots 1151-1164, 1181-1185, 1190-1200, 1202-1257, 1259-1263 DP 598404 (1160756-1160846)	1160756-1160846

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

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 209 of the Land Transfer Act 2017].~~ Annexure Schedule 1.

Annexure Schedule 1 – Restrictive use covenant

1. Purpose

1.1 The purpose of these covenants is to protect the market and aesthetic value of the Dominant Lots, the privacy, peace and security of the occupants of the Dominant Lots, and the quality of the environment affecting the Dominant Lots for the benefit of the Dominant Lots, Ravenswood, and its associated Community in general.

2. Definitions

In the following covenants:

2.1 Headings are for ease of reference only and do not form part of any covenant nor affect the meaning of any covenant.

2.2 Words imputing the singular include the plural and vice versa.

Approved means approved by Ravenswood either in accordance with clause 4.1 or as may otherwise be required by any of the covenants.

Building comprises a building as defined by the Building Act 2004 (or latest version).

Dwelling or **Dwellinghouse** means and includes a residential dwelling house, or family residence.

Landscape Feature means any visible structural or landscape design or enhancement feature or utility to be provided on any Lot.

Lot means any Lot that is subject to these covenants.

Lot Owner means the owner of any Lot.

Ravenswood means Ravenswood Developments Limited and any successor party or organisation nominated by it or by any successor party or organisation to deal with applications required for approvals by Ravenswood under any of these covenants.

Ravenswood Design Guidelines means the Ravenswood Design Guidelines document published and maintained by Ravenswood.

3. Covenants

Building Construction and Lot Development

3.1 No more than one Dwellinghouse may be constructed on any Lot.

3.2 All Buildings to be used as a Dwellinghouse must have a ground floor area of not less than 90m2 (inclusive of any garage under the same roof structure).

3.3 No re-locatable Buildings may be brought onto any Lot nor any other previously used Building be transported to or re-erected on any Lot unless previously agreed in writing by a duly authorised representative of Ravenswood.

3.4 All Buildings must be constructed on-site from new or high quality recycled materials unless previously agreed in writing by a duly authorised representative of Ravenswood.

3.5 Exterior cladding for all Buildings on any Lot (except for the cladding of soffits or gable ends) shall be of the following materials:

(a) brick, or

(b) natural stone, or

(c) river rock, or

(d) textured plaster over brick, or polystyrene or other suitable sub-base for plaster, or

(e) stained or painted timber weather-board, wooden shingles, timber board & batten, or

(f) surface coated concrete block, or

(g) solid plaster or glazing or

(h) such other materials as may be approved by Ravenswood.

3.6 All roofing material on any Building shall be either:

(a) tiles, (including clay, ceramic, concrete, decramastic, pre-coated or pressed steel), or

(b) steel (comprising pre-painted, longrun pressed or rolled steel), or

(c) shingle, or

(d) slate, or

(e) membrane roofing, or

(f) such other roofing material as may be approved by Ravenswood.

3.7 No reflective or visually obtrusive roof, wall or joinery materials, colours or mirror glass may be used for any Building.

3.8 There shall be no copper, galvanised, unpainted zincalume or any other unpainted metal on roof material, gutters, down pipes or external cladding of any Building.

3.9 No Buildings shall be erected on any Lot using concrete or treated wooden piles without providing a solid and durable skirting board or other enclosure around the exterior of the Building(s) from ground height to the underside of the wall cladding.

3.10 No garages or subsidiary Buildings shall be erected on any Lot except in conjunction with or following construction of the main Building and all such Buildings shall be constructed with permanent materials comprising timber, stone or other permanent materials in character with the main Building on each Lot.

3.11 A Dwellinghouse must be constructed on the Lot in compliance with these Covenants, the Ravenswood Building Covenants, the Ravenswood Design Guidelines document and all relevant regulatory requirements and in accordance with the Building Plans approved in accordance with Clause 4. Construction of the Dwellinghouse must commence within two (2) years of settlement of purchase by the Lot Owner. The Lot Owner acknowledges and Ravenswood gives no warranty or undertaking that similar conditions or requirements will be imposed in respect of other Lots within Ravenswood.

3.12 No Lot (or any part of the Lot) may be sold or otherwise disposed of until a Dwellinghouse has been constructed on the Lot in compliance with Clause 3.11. In exceptional circumstances Ravenswood may grant a dispensation to this requirement. Any dispensation must be confirmed in writing by an authorised representative of Ravenswood. If Ravenswood consents to the sale or transfer of the Lot to a third party prior to the construction of a Dwellinghouse on the Lot, on-sale purchasers of the Lot will be bound by this covenant and Clause 3.11.

3.13 All construction works required to complete a dwelling on any Lot including any required painting or staining of exterior surfaces shall be completed within a period of twelve (12) months from the date of commencement of construction work. Earthworks and landscaping works associated with such development (including lawns, drives, paths and fencing) visible from the street similarly shall be completed within three (3) months of receipt of Code Compliance Certificate for the dwelling.

3.14 No Building on any Lot may be occupied as a residence in any way until:

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

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

(c) All exterior work, decoration and final interior window coverings are completely installed; and

(d) All areas viewable from the street are in a tidy state. These areas must be completed in accordance with your approved landscape plan within three (3) months of receipt of Code of Compliance.

3.15 Any external air conditioning units must be properly screened and noise proofed to ensure they are not a nuisance to neighbours.

3.16 Diesel, petrol, oil or gas tanks which have a capacity of over 100 litres are prohibited on any Lot or within any Building unless approved by Ravenswood.

3.17 Driveways, driveway crossings and entranceway locations and plans and specifications must be approved by Ravenswood prior to construction.

3.18 Lots that have rear vehicular access available from a lane or right of way may not have vehicular access to the Lot from the street frontage. Parking is prohibited on any access lane or right of way unless approved by Ravenswood.

3.19 No Building shall be erected, altered, placed or permitted to remain on any Lot other than Buildings designed for residential use and associated garage(s) and outbuildings. Ravenswood and its designated representative(s) and/or builders approved by Ravenswood may use residential Buildings as show homes or offices, provided such use is in furtherance of the primary purpose of construction and sale of Lots and dwellings within the Ravenswood development.

3.20 No Lot Owner shall 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 Ravenswood from progressing or completing the present Ravenswood development or any future development of Ravenswood. Such covenant extends to and includes (without limitation) development planning, zone changes, resource consents for land uses and subdivisions, Consent Authority or Environment Court applications, Territorial Authority Building Consent matters, or any other necessary consent process involving Ravenswood and/ or the parent

company. The benefit of this covenant also applies to Ravenswood and for any adjoining or neighbouring properties now or hereafter owned by Ravenswood and/or the parent company.

Landscape Features

3.21 Construction of any Landscape Features on any Lot shall not be commenced until the plans and specifications have been approved by Ravenswood.

3.22 No Landscape Feature may exceed a height of 2m above the original sub-division ground level of a Lot without the express written approval of Ravenswood.

3.23 Clotheslines and letterboxes must be unobtrusive and of good quality in terms of design and location. The positioning of any clothesline shall be on the rear half of each Lot with appropriate screening to ensure it will not be highly visible from the street. The positioning of any letterbox shall be adjacent to but not on the road reserve.

3.24 All attachments to any Buildings or structures on any Lot (including television antenna, solar hot water panels, satellite dish, mast, garden statues, fountains or any other exterior ornamental decoration or similar garden or Landscape Feature) must not be of a nature that would devalue the neighbouring properties in the opinion of Ravenswood. Any such offending item must be removed or screened to Ravenswood's satisfaction.

3.25 The location of and construction of swimming pools (including fencing and screening on any Lot), must be approved by Ravenswood.

Building & Lot Maintenance

3.26 No Lot Owner shall display or permit to be displayed on any Lot or Building any advertisement, sign or hoarding (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 comply with relevant Waimakariri District Council requirements and first be approved by Ravenswood.

3.27 No livestock, poultry or animals which may be likely to cause a nuisance to any other Ravenswood resident shall be raised, bred or kept on any Lot or in any Buildings; provided, however, that dogs and cats, or other common domesticated household pets that are not dangerous or annoying may be raised and kept. Such permitted pets shall be kept on the owner's Lot and if a dog it shall not be allowed off the owner's Lot except under controlled supervision. Any dog which in whole or in part, resembles any of the Pit Bull Terrier, the Japanese Tosa, the Dogo Argentino or the Fila Brasileiro breeds and any other potentially aggressive or noisy breed of animal is prohibited if it causes a nuisance in any way. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Lot Owners. Any Lot Owner who allows or keeps a pet on their Lot is responsible for any loss or liability of any kind arising from the keeping of such pet. The keeping of pets by a Lot Owner shall be subject to any other restrictions required by Ravenswood from time to time in the interests of maintaining a good residential environment.

3.28 Buildings and Landscape Features must be maintained and not be allowed to deteriorate to a point where the standard of presentation is either:

(a) Less than that represented in the rest of the Ravenswood developed residential area, or

(b) Inadequate, taking into account fair wear and tear and the original condition at the time that the residential Building on the Lot was occupied as a residence and the condition of its neighbourhood properties.

3.29 Lots must otherwise be kept and maintained in a neat and tidy condition at all times, including the grounds, lawns, gardens and the Local Authority owned road frontage to each of the Servient Lots. Grass and other ground cover must not exceed a height of 120mm.

3.30 Lot Owners must not alter the original subdivision contour and levels of the Lots without prior approval from Ravenswood.

3.31 No tree shrub or other vegetation shall:

(a) protrude beyond 3m in height within 2m of any Lot boundary.

(b) protrude beyond 5m in height within the area of any Lot between 2m and 5m on the easternmost and southernmost boundary of any Lot.

(c) protrude beyond an absolute height of 7m elsewhere on the Lot.

"**height**" is to be taken from original subdivision ground level of a Lot.

To ensure reasonable amenity to each Lot, if any tree shrub or other vegetation on any Lot is very substantially shading or very materially affecting the outlook or view from any neighbouring Lot or is creating any significant nuisance and that Lot Owner neglects or refuses for a period of thirty (30) days following notice in writing to them from the affected Lot Owner(s) requesting reduction to the height and/or the canopy area or remedying of the nuisance involved with such tree, shrub or other vegetation, then the parties involved shall be bound to resolve the same by arbitration in accordance with Clause 5 (Dispute Resolution).

Fencing Provisions

3.32 The Lot Owner shall be bound by a Fencing Covenant within the meaning of Section 2 of the Fencing Act 1978 in that neither Ravenswood nor the Waimakariri District Council shall be liable to pay for or contribute towards the cost of the construction or maintenance of any fence between any Lot and any adjoining land owned by Ravenswood or the Waimakariri District Council.

3.33 A Lot Owner who takes title to a Lot having a boundary fence already constructed on a Lot boundary which has been paid for in full by an adjoining Lot Owner(s) shall be liable to reimburse each such Lot Owner for one half of the actual cost of that boundary fence (if not already reimbursed by any other party). Such cost shall not exceed $90.00 (plus GST) per linear metre for the fence. The cost shall be annually adjusted based on the all groups Consumer Price Index effective from 1st January 2016.

3.34 All fences on the side and rear Lot boundaries shall be constructed and maintained in accordance with the Ravenswood Design Guidelines and:

(a) Shall not exceed 1.8m.

(b) Side fences and rear fences must be erected prior to any building construction.

(c) There shall be no fencing across the street frontage of any Lot unless otherwise approved by Ravenswood.

(d) Must be contiguous with neighbouring fencing.

(e) Any Lot which abounds a reserve must be fenced to a maximum height of 1.2m and have a minimum visual permeability/openness of 50% (eg. Warner fence) – except where required to screen a bin storage area as detailed in the Design Guidelines, or unless otherwise approved by Ravenswood. No exceptions can be granted by Ravenswood for

Lots bordering reserves that are less than 400m2 OR greater than 35% site coverage (WDC requirement).

3.35 Fencing requirements may be varied by Ravenswood where desirable to ensure a high standard of appearance or where fencing is undesirable or unnecessary in the view of Ravenswood.

Land Use Restrictions

3.36 No Lot shall be used for any form of temporary residential purposes either by the construction of temporary Buildings or by the placement of caravans, modular homes, mobile homes, motor homes, house trailers, buses, tractors, huts, tents and/or vehicles able to be used for human habitation except for a builder's shed at the commencement of, and for the duration of construction, of any dwelling being erected on the Lot.

3.37 Lot Owners must not use any Lot for any primary purpose other than for residential occupation unless previously agreed in writing by a duly authorised representative of Ravenswood. Ancillary purposes are governed by the planning provisions under any regulatory land use controls applicable from time to time.

3.38 No Lot shall be sold, leased, transferred, assigned or otherwise disposed of to any Governmental agency or Territorial Authority for the purposes of public or institutional housing without the prior approval of Ravenswood.

3.39 No inflammable, explosive or noxious materials are to be stored or used on any Lot or in any Building. The Lot Owner must not allow any offensive activity to be conducted or permitted to exist upon any Lot, or in any Building, nor shall anything be done or permitted to exist on any Lot or in any Building that may be or may become an annoyance or private or public nuisance. An annoyance or private or public nuisance includes loud sounds or noises or offensive smells.

3.40 No Lot, driveway or common area shall be used for the purpose of long term vehicle parking, repair or maintenance. No unregistered, non-licensed or expired license or inoperable vehicles of any kind shall be permitted to remain on any Lot (unless parked inside the garage).

3.41 No recreational or commercial vehicles boats or trailers are to be regularly located on the road or in front of the Building line of the main Building constructed or to be constructed on the Lot.

3.42 No Lot may be further subdivided nor shall any further easements be agreed to, granted or registered on any Lot, including rights of way.

Enforcement

3.43 Ravenswood may enforce these covenants in the same manner as a Lot Owner and in Particular, where a Lot Owner does not comply with any covenant Ravenswood may request such owner in writing to remedy such non-compliance within a specified time (not to be less than fourteen (14) days from the date of such request). At the end of the specified time and where the Lot Owner remains in default in remedying such non-compliance, Ravenswood may employ a suitably qualified or experienced person to enter such Lot and carry out work necessary to achieve compliance with the covenant(s) involved, and may recover as a debt due from the defaulting Lot Owner all costs incurred by Ravenswood in such remedial work.

3.44 Ravenswood will use its best endeavours to ensure observance of these covenants but shall not have any legal responsibility or liability for any lack of enforcement or enforceability or application of any of these Covenants. The Lot Owners agree to keep Ravenswood fully indemnified from any claim, liability, loss or action arising against it or its agents in respect of these covenants having regard to their intent to provide for the interests of Lot Owners inter se and their individual obligations of observance and rights of enforcement of the covenants.

4. Approval process for buildings and site development

4.1 Prior to submitting Building plans and Building consent applications to any Consent Authority for any necessary approvals and prior to the commencement of building construction the Lot Owner of each Lot shall obtain the written approval of Ravenswood (such approval to be considered in an impartial and reasonable manner) in respect of:

(a) Site plan (location of building on the lot showing proposed access from the streets or rights of way and off-street parking);

(b) Floor plan (with dimensions and elevations);

(c) Completed exterior finishes checklist;

(d) A landscape plan for the Lot;

(e) Proposed fencing (shown either on the site plan or landscape plan).

Ravenswood undertakes to use its best endeavours to respond to each application submitted no later than four (4) working days after receipt of items (a) to (c) above.

4.2 All building construction work must be carried out in accordance with and comply with the Ravenswood Building Covenants and each Lot Owner is required to enter into and agree to comply with such Covenants (intended to ensure all on site works are undertaken in a safe and competent manner) as a requirement for approval of Ravenswood to all building works.

4.3 Each Lot Owner agrees to execute and comply with the Ravenswood Design Guidelines and Ravenswood Building Covenants which are provided and maintained by Ravenswood. It is the responsibility of each Lot Owner to ensure that builders, sub-contractors, workmen and suppliers fully comply with these covenants.

4.4 Ravenswood may delegate such approval process to a nominated and suitably qualified party.

5. Dispute resolution

5.1 Should any dispute arise concerning any aspects of these covenants that cannot be resolved by agreement between the parties involved, the Lot Owners are bound to resolve the same by arbitration in accordance with the Arbitration Act 1996 ("the Act"), and the following provisions shall apply:

(a) There shall be a single arbitrator who shall be appointed by the President for the time being of the Canterbury District Law Society (or any successor organisation) as a sole arbitrator.

(b) The arbitrator shall determine all questions in issue between the parties including questions as to the scope of the dispute and as to procedure.

(c) The arbitrator's award shall be binding on all parties to the dispute.

(d) Any party to a dispute may initiate arbitration in accordance with the provisions of the Act.

RPNZ document ordering service

Document, Interest, Instrument: 12329808.7

Property: 40 Derbridge Street, Woodend, Waimakariri District

Legal Description: Lot 1247 Deposited Plan 598404

CoreLogic Reference: 3249490/3

Processed: 17 June 2025

View Instrument Details

Instrument No	12329808.7
Status	Registered
Date & Time Lodged	12 January 2022 11:31
Lodged By	Kerr, Michael Wayne
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

Affected Records of Title	Land District
1027175	Canterbury

Annexure Schedule Contains 1 Pages.

Signature

Signed by Michael Wayne Kerr as Territorial Authority Representative on 11/01/2022 03:32 PM

***** End of Report *****

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of an application by **Ravenswood Developments Limited** to subdivide land into 41 Lots (stage 3D)

CONSENT NOTICE PURSUANT TO SECTION 221 OF THE RESOURCE MANAGEMENT ACT 1991

TO: The District Land Registrar
Canterbury Land Registry

TAKE NOTICE that the land described in the Schedule below is subject to a condition in relation to a subdivision consent as follows:

1. No further subdivision or development shall take place, or any building established on Lot 9004 until separate connections to the Rangiora Woodend urban reticulated water, sewer and stormwater services have been provided, and the minimum finished floor level shall not be less than 3.65m above mean sea level.

The above condition, as it relates to Lot 9004, shall be subject to a Consent Notice pursuant to section 221 of the Resource Management Act 1991 to register on the Records of Title for Lot 9004.

AND YOU are requested to register this Consent Notice as prescribed by Section 221 of the Resource Management Act 1991.

SCHEDULE
Estate in fee simple and being Lot 9004 Deposit Plan 569585 and being a subdivision of Lot 9000 DP 567066, Record of Title 1016059.

Dated this 8th day of December 2021

SIGNED for and on behalf of
the **WAIMAKARIRI DISTRICT COUNCIL**

Sally Fear
AUTHORISED OFFICER
WAIMAKARIRI DISTRICT COUNCIL

RPNZ document ordering service

Document, Interest, Instrument: 12961685.8

Property: 40 Derbridge Street, Woodend, Waimakariri District

Legal Description: Lot 1247 Deposited Plan 598404

CoreLogic Reference: 3249490/4

Processed: 17 June 2025

View Instrument Details

Instrument No	12961685.8
Status	Registered
Date & Time Lodged	17 May 2024 14:32
Lodged By	Blissett, Jane Louise
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

Affected Records of Title	Land District
1160756	Canterbury
1160757	Canterbury
1160758	Canterbury
1160759	Canterbury
1160760	Canterbury
1160761	Canterbury
1160762	Canterbury
1160795	Canterbury
1160828	Canterbury
1160829	Canterbury
1160830	Canterbury
1160831	Canterbury
1160832	Canterbury
1160833	Canterbury
1160834	Canterbury
1160835	Canterbury
1160836	Canterbury
1160837	Canterbury
1160838	Canterbury
1160839	Canterbury
1160840	Canterbury
1160841	Canterbury
1160843	Canterbury
1160844	Canterbury
1160845	Canterbury
1160846	Canterbury

Annexure Schedule Contains 1 Pages.

Signature

Signed by Fiona Maire Keall Henderson as Territorial Authority Representative on 17/05/2024 02:13 PM

***** End of Report *****

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of an application by **Ravenswood Developments Limited** to subdivide land into 100 Lots

CONSENT NOTICE PURSUANT TO SECTION 221 OF THE RESOURCE MANAGEMENT ACT 1991

TO: The District Land Registrar
Canterbury Land Registry

TAKE NOTICE that the land described in the Schedule below is subject to a condition in relation to a subdivision consent as follows:

1. The land owner of Lots 1151 to 1157 inclusive, Lot 1211, Lots 1244 to 1257 inclusive and Lots 1260 to 1263 inclusive shall pay the full costs of fencing the common boundary with the Council Local Purpose (Drainage) Reserve.

The above condition, as it applies to Lots 1151 to 1157 inclusive, Lot 1211, Lots 1244 to 1257 inclusive and Lots 1260 to 1263 inclusive, shall be subject to a consent notice, pursuant to section 221 of the Resource Management Act 1991 and shall register on the Record of Title for Lots 1151 to 1157 inclusive, Lot 1211, Lots 1244 to 1257 inclusive and Lots 1260 to 1263 inclusive.

AND YOU are requested to register this Consent Notice as prescribed by Section 221 of the Resource Management Act 1991.

SCHEDULE
Estate in fee simple and being Lots 1151 to 1157 inclusive, Lot 1211, Lots 1244 to 1257 inclusive and Lots 1260 to 1263 inclusive Deposit Plan 598404 and being a subdivision of Lot 9004 DP 569585, Lot 1 DP 72463 & Lot 2000 DP 525252 Records of Title 1027175, CB41D/1228 and 840111.

Dated this 16th day of May 2024

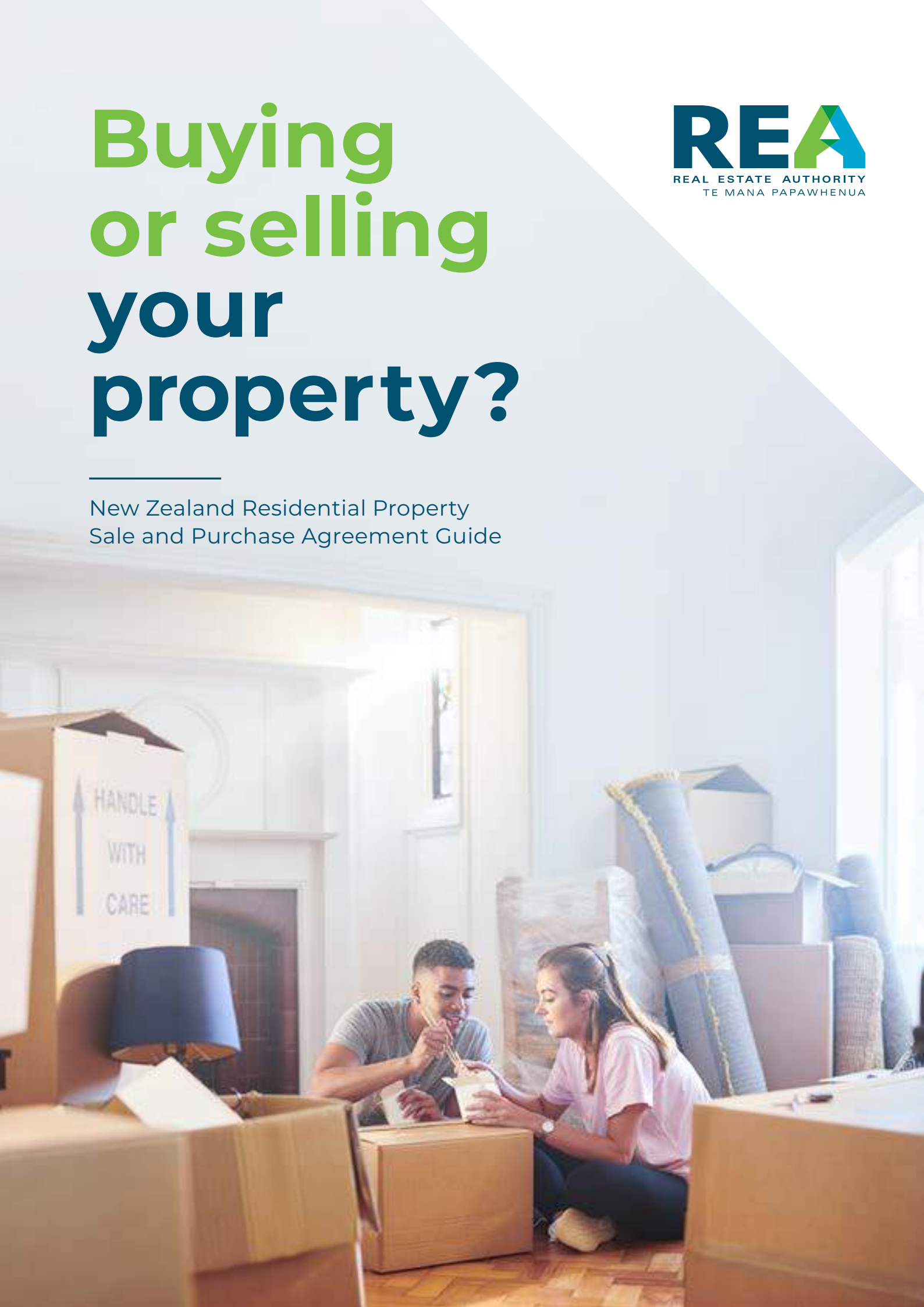
SIGNED for and on behalf of
the **WAIMAKARIRI DISTRICT COUNCIL**
by delegated authority pursuant to Section 32B of Schedule 7 of the
Local Government Act 2002

Ian Carstens
TEAM LEADER RESOURCE CONSENTS

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.

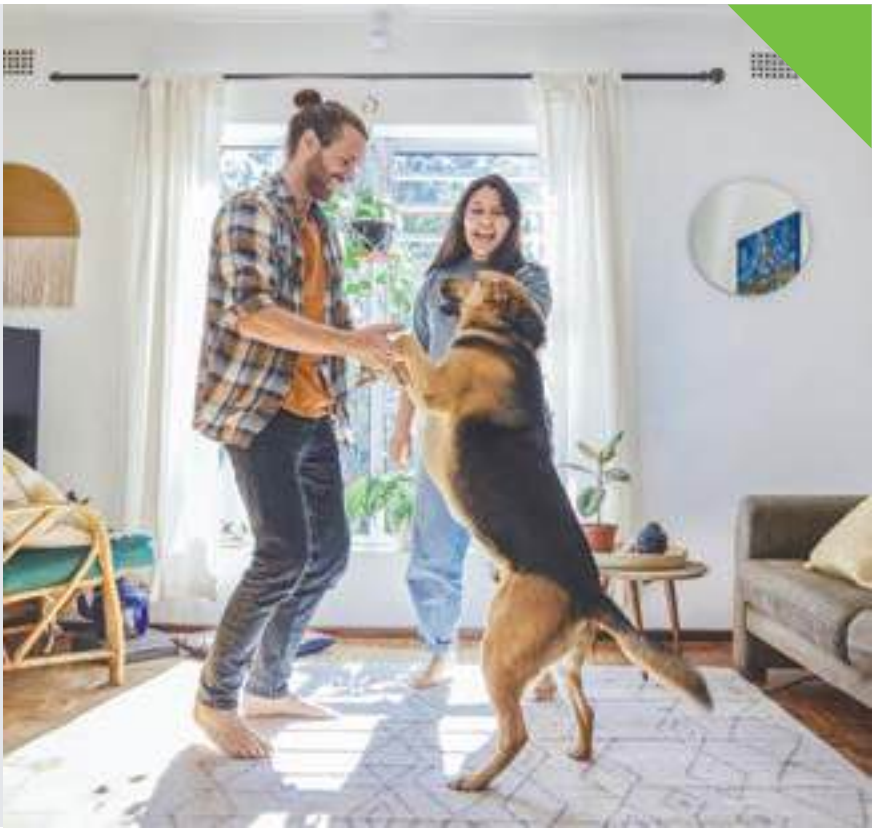
- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.
- We maintain a Code of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



Approved under section 133 of the Real Estate Agents Act 2008. Effective from 14 October 2022.