

## **RIVERVIEW – SUMMARY FOR PURCHASERS**

This document is provided to potential purchasers of property at the development known as 'Riverview' a development undertaken by Riverview Properties Limited (RPL) and is provided as a summary of the Agreement for Sale and Purchase and the associated documentation.

### **The Agreement:**

As you will note the agreement contains a number of schedules. These schedules are designed to give you disclosure of the conditions, covenants and consent notices which will be registered on the titles (once issued). Some of the conditions are council requirements (a condition of the consent granted to RPL to subdivide the land) and some are initiated by RPL (as covenants) to ensure a good quality of homes and high amenity value is achieved for the development.

### **Building, landscaping and maintenance covenants:**

Various building, landscaping and maintenance covenants will be registered on the title of each Lot generally in the form attached as Schedule B to the Agreement. These Covenants have been designed to ensure a good quality of homes and high amenity value is achieved for the development therefore protecting a purchaser's investment. It is very important that all purchasers read through the covenants to gain a sense of what they can and cannot do and what their obligations are on the property (particularly clauses 3.1 – 3.29 of the document attached to the Agreement as schedule B). Most particularly, purchaser's attention is drawn to the following:

<ul style="list-style-type: none"><li>• Developer's approval construction plans needed;</li><li>• No commercial use, unless at the scale enabled by a home occupation as defined in the Plan, and with developer's approval;</li><li>• Property to be kept neat and tidy;</li><li>• Water tanks, caravans/motorhomes and clothes lines to be partially screened</li><li>• Minimum principal dwelling floor area of 160m<sup>2</sup>;</li><li>• No more than one principal dwelling; and on lots 4 – 9, 11 – 16, 18, 19, 21-32, 34 and 35 a Minor Dwelling with a maximum gross floor area of 65m<sup>2</sup> subject to the specified conditions;</li><li>• No temporary buildings or second-hand dwellings or building materials permitted;</li><li>• No further subdivision;</li></ul>	<ul style="list-style-type: none"><li>• Vehicle crossings, swale crossings and driveways to match developer's guidelines and colour requirements;</li><li>• Controls on building materials in respect of the dwelling and fencing;</li><li>• Fencing, landscaping and maintenance requirements;</li><li>• All post and rail fencing to match fencing erected by RPL;</li><li>• Building coverage in total on Lots 4 -16, 18 – 32, 34 and 35 a maximum of 400m<sup>2</sup> or 20% of the net site area, whichever is the lesser. Specific resource consent may be obtained to exceed these restrictions. Under current rules an application of this nature would require consent as a Restricted Discretionary resource consent;</li><li>• Earthworks on Lots 4-16, 18 -32, 34 and 35 greater than 1000m<sup>2</sup> allowed. Consent was sought on the basis of an estimated 2000m<sup>2</sup> of earthworks and a volume of 1150m<sup>3</sup>.</li></ul>
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## **Non-Objection Covenants and Power of Attorney**

Non-objection covenants will be registered on the title of each Lot generally in the form attached as Schedule C. The purpose of these covenants and the power of attorney (attached to the agreement as Schedule D) and deed of covenant (attached to the agreement as Schedule E) is to ensure that RPL does not face any objections to the future development of adjoining land (Lots 1 & 2) owned by RPL. If you become an owner of a lot and you then sell that lot in the future, you will also be required to obtain a deed of covenant and power of attorney from the new owner in favour of RPL. You will also be required to sign a final form of the deed of covenant and power of attorney prior to settlement in this regard.

## **Consent Notice**

Schedule F sets out the ongoing conditions pursuant to the Resource Consent for the development of 'Riverview'. These conditions will be registered as a Consent Notice on the title of each Lot. In particular, the purchaser's attention is drawn to the following:

<ul style="list-style-type: none"><li>• Maximum building coverage for Lots 4-16, 18-32 and 34 &amp; 35 to be 400m<sup>2</sup> or 20% of net site area, whichever is the lesser;</li><li>• No one building shall have a ground floor area greater than 300m<sup>2</sup>, second floor greater than 150m<sup>2</sup>, maximum coverage (including any minor dwelling maximum 400m<sup>2</sup>);</li><li>• Firefighting water supply required for all Lots (or approval from firefighting service, refer to the additional engineering clarification document provided (Aspire));</li><li>• Additional Geotechnical reporting required only for Lots 17, 33 and 34;</li><li>• Single level (6m) height restrictions for Lots, 23, 24, 25, 30, 31, 32, 33 &amp; 34.</li><li>• Building setback restrictions on lots 2, 20, 21, 23, 24, 30, 31, 34 and 35 and fencing and planting height restrictions on Lots 9 – 13 and 16 that adjoin the Lot 39 reserve and/or planting height restrictions on Lots 2, 23, 24, 30 &amp; 31;</li><li>• Fencing type, height, and permeability requirements for Lots 4 - 9, 10, 11, 12, 13, 16, 17, 20, 21, 22, 33, 34 &amp; 35 that adjoin the esplanade reserve;</li></ul>	<ul style="list-style-type: none"><li>• Stormwater treatment (but no attenuation) required. Refer to the additional engineering clarification document provided (Aspire);</li><li>• Minor dwellings permitted on Lots 4 – 9, 11 – 16, 18, 19, 21-32, 34 and 35. Note; minor dwellings may be permitted on Lots 17 and 34 but would be subject to an additional resource consent application in accordance with the rules for the Rural Production zone;</li><li>• If a swale crossing is required then RPL will provide at their cost, at a location the purchaser chooses (within 24 months of title issue);</li><li>• Principal and Minor Dwelling shall be separated by maximum of 6 metres;</li><li>• Fencing in accordance with LASF Landscape Plans Refer to the additional plan provided (LASF);</li><li>• Protection of existing planting as provided by RPL required;</li><li>• A suitably designed, constructed and maintained sanitary sewer system shall be required on each of the lots. Refer to the additional engineering clarification document provided (Aspire).</li></ul>
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***The information contained in this summary is general in nature and provided as reference material only. This summary is not intended to provide legal advice about the Agreement for Sale and Purchase or the Property and must be read in conjunction with the further terms of the Agreement for sale and purchase and all documentation attached to the Agreement for the sale and purchase. It is recommended that all purchasers seek their own independent legal and expert advice, prior to entering into an Agreement for sale and purchase.***