

**HAWEA SPECIAL HOUSING AREA AMENDMENT  
DEED (INFRASTRUCTURE & AFFORDABILITY)**

Between

**Universal Developments Hawea Limited**

And

**Queenstown Lakes District Council**

And

**Queenstown Lakes Community Housing Trust**

# HAWEA SPECIAL HOUSING AREA AMENDMENT DEED (INFRASTRUCTURE & AFFORDABILITY)

Date: 17 September

2019

## Parties

1. Universal Developments Hawea Limited (**Developer**)
2. Queenstown Lakes District Council (**Council**)
3. Queenstown Lakes Community Housing Trust (**QLCHT**)

## Background

- A. On 21<sup>st</sup> day of December 2018 the parties entered into the Hawea Special Housing Area Deed (Infrastructure & Affordability) (**Principal Deed**).
- B. The Parties wish to amend cls 37 and 38 of the Principal Deed.

## Amendment to Principal Deed

1. Clause 37 of the Principal Deed is amended by deleting "10 per cent" from cl 37(a) and inserting "12.5 per cent" and deleting "10 per cent" from 37(b) and inserting "7.5 per cent". Subclauses (a) and (b) of cl 37 hereby read:
  - "a. the provision to the QLCHT of 12.5 per cent of the total number of sections to be developed, which must comprise an area equivalent to 12.5 per cent of the residential component of the developed area; and
  - "b. the provision to the QLCHT within Stage One of the Hawea SHA Outcome of 20 per cent of the total number of sections to be provided to the QLCHT. The sections representing this additional 7.5 per cent of Stage One will be brought forward from a future stage.
2. Clause 38 of the Principal Deed is amended by adding the words "within 5 years after date of agreement for sale by the Developer" after the words "restricting the transfer of any lot". Clause 38 hereby reads:

"The Developer agrees that the creation of any lot as anticipated by the Hawea SHA Outcome must involve the registration of a restrictive covenant against the title, in favour of the Council and on terms discussed and agreed by the Council, restricting the transfer of any lot within 5 years after date of agreement for sale by the Developer unless:

  - "a. It has a fully constructed dwelling (certified as Code compliant by the Council) on it; or

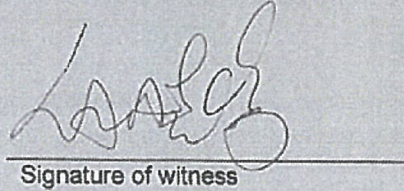
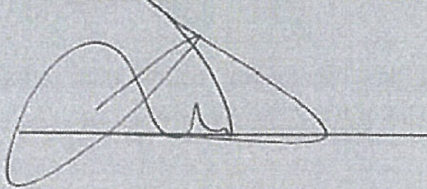
- "b. The transfer is by a Licensed Building Practitioner in the form of a land and dwelling package;
- "c. The transfer is by a mortgagee exercising powers under subpart 7 of the Property Law Act 2007."

**Execution**

- 3. This Deed shall be executed by the parties executing counterpart and/or faxed/scanned copies which shall together constitute a completed Deed.

Execution

Signed by Lane Andrew Clayton Hocking  
as the director of Universal Developments  
Hawea Limited:



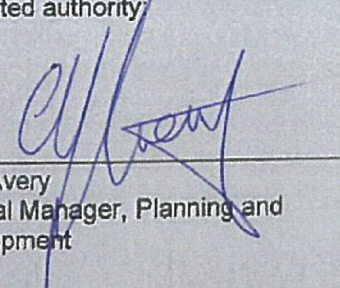
Signature of witness

XIAOMY BAI  
Full name of witness

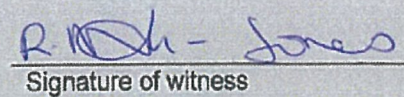
HOUSEWIFE  
Occupation

7 HOLLYBCK LANE, WANAKA  
Address

Executed for and on behalf of Queenstown  
Lakes District Council pursuant to a  
delegated authority:



Tony Avery  
General Manager, Planning and  
Development



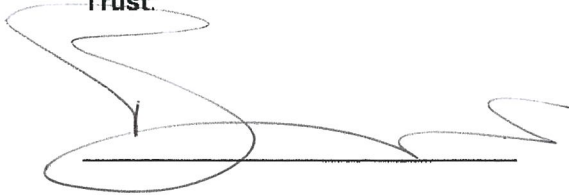
Signature of witness

Rebecca Nash - Jones  
Full name of witness

EA  
Occupation

Queenstown  
Address

Executed by  
as a trustee for and on behalf of  
**Queenstown Lakes Community Housing  
Trust:**



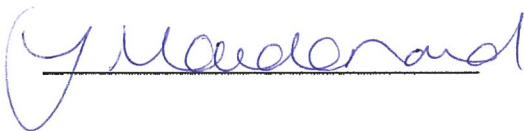
  
Signature of witness

Corina Sommerike  
Full name of witness

Housing Services Mgr  
Occupation

PO Box 1748, Queenstown  
Address

Executed by  
as a trustee for and on behalf of  
**Queenstown Lakes Community Housing  
Trust:**



  
Signature of witness

Corina Sommerike  
Full name of witness

Housing Services Mgr  
Occupation

PO Box 1748, Queenstown  
Address