

**HAWEA SPECIAL HOUSING AREA AMMENDMENT
DEED 2021 (INFRASTRUCTURE & AFFORDABLITY)**

between

Universal Developments Hawea Limited

and

Queenstown Lakes District Council

and

**Queenstown Lakes Community Housing
Trust**

HAWEA SPECIAL HOUSING AREA AMMENDMENT DEED 2021 (INFRASTRUCTURE & AFFORDABILITY)

Date: 2021

Parties

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

Background

- A. On the 21st day of December 2018 the parties entered into the Hawea Special Housing Area deed (Infrastructure & Affordability) (Principal Deed).
- B. On the 17th day of September 2019 the parties entered into an agreement to amend cls 37 and 38 of the Principal Deed
- C. The parties wish to amend cls 41 and 43 of the Principal Deed

Amendment to the Principal Deed

1. Clause 41 of the Principal Deed is amended by deleting the package price of \$464,000.00 in subclause a and replacing it with \$499,000.00, and deleting the package price of \$464,000.00 in subclause b and replacing it with \$499,000.00; and deleting the package price of \$499,000.00 in subclause c and replacing it with \$549,000.00, and deleting the package price of \$550,000.00 in subclause d and replacing it with \$599,000.00. For the sake of clarity, Clause 41 and subclauses a, b, c, and d are amended so they will read as follows:

Until the Hawea SHA outcome is achieved the Developer shall promote, so as to make widely known in the Queenstown Lakes District, land and dwelling packages for purchase with the following characteristics:

a. two bedroom, two bathroom single garage dwelling, with driveway and front yard landscaping for \$499,000.00;

b. two bedroom, one bathroom, double garage dwelling, with driveway and front yard landscaping for \$499,000.00;

c. three bedroom, two bathroom, single garage dwelling, with driveway and front yard landscaping for \$549,000.00

d. three to four bedroom, two bathroom, double garage dwelling with driveway and front yard landscaping for \$599,000.00

2. Clause 43 of the Principal Deed is amended by inserting "that are sold to non-first time home buyers" after the word "lots", and by deleting 30% and replacing it with 40%, all in the first sentence of the clause. For the sake of clarity, the first paragraph of Clause 43 is amended so it reads as follows (and the balance of Clause 43 remains as is):

Unless the Council from time to time agrees, in any stage of the development, the Developer may not sell more than 40% of the lots that are sold to non-first time home buyers without there being an associated building contract for that lot at the time of sale. The Developer may treat a lot as having been sold with an associated building contract at the time of sale where the Developer is subsequently advised in writing:

Execution

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

Executed by Lane Andrew Clayton Hocking as
Director of **Universal Developments Hawea
Limited:**

Director's signature

Witness's signature

Director's full name

Witness's full name

Occupation

Address

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

Tony Avery
General Manager, Planning and Development

Witness's signature

Witness's full name

Occupation

Address

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

Witness's signature

Witness's full name

Occupation

Address

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

Witness's signature

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Address