



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **801319**  
**Land Registration District** **Canterbury**  
**Date Issued** 10 October 2017

**Prior References**  
789602

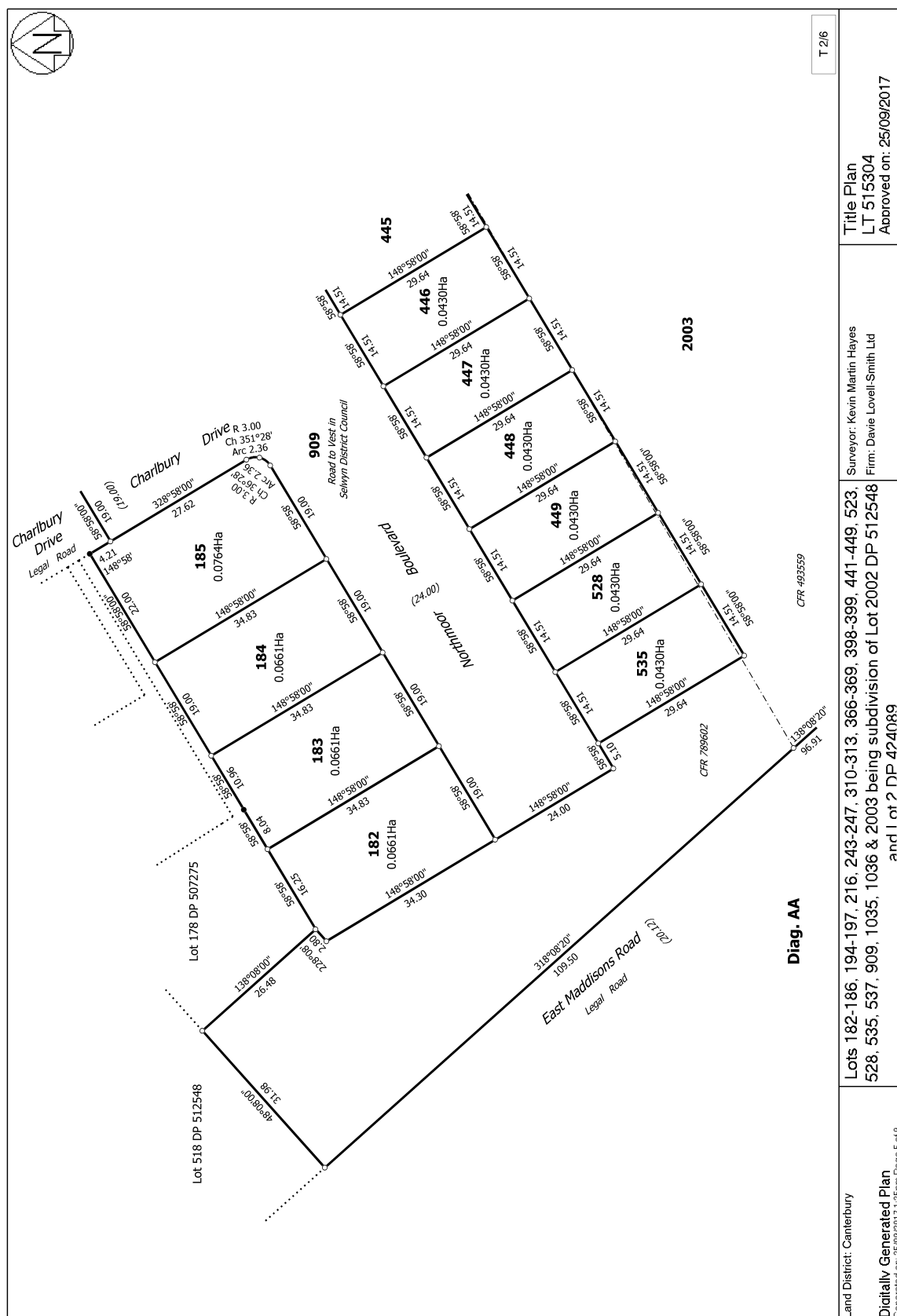
---

**Estate** Fee Simple  
**Area** 430 square metres more or less  
**Legal Description** Lot 446 Deposited Plan 515304  
**Registered Owners**  
Liam David Nelson

---

**Interests**

10897314.9 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 10.10.2017 at 2:16 pm  
Land Covenant in Easement Instrument 10897314.12 - 10.10.2017 at 2:16 pm (Limited as to duration)  
12215482.3 Mortgage to (now) Kiwibank Limited - 18.8.2021 at 2:54 pm



# View Instrument Details



**Instrument No** 10897314.12  
**Status** Registered  
**Date & Time Lodged** 10 October 2017 14:16  
**Lodged By** Bullin, Judith Ellen  
**Instrument Type** Easement Instrument



---

## Affected Computer Registers    Land District

|        |            |
|--------|------------|
| 789587 | Canterbury |
| 801289 | Canterbury |
| 801290 | Canterbury |
| 801291 | Canterbury |
| 801292 | Canterbury |
| 801293 | Canterbury |
| 801294 | Canterbury |
| 801295 | Canterbury |
| 801296 | Canterbury |
| 801297 | Canterbury |
| 801298 | Canterbury |
| 801299 | Canterbury |
| 801300 | Canterbury |
| 801301 | Canterbury |
| 801302 | Canterbury |
| 801303 | Canterbury |
| 801304 | Canterbury |
| 801305 | Canterbury |
| 801306 | Canterbury |
| 801307 | Canterbury |
| 801308 | Canterbury |
| 801309 | Canterbury |
| 801310 | Canterbury |
| 801311 | Canterbury |
| 801312 | Canterbury |
| 801313 | Canterbury |
| 801314 | Canterbury |
| 801315 | Canterbury |
| 801316 | Canterbury |
| 801317 | Canterbury |
| 801318 | Canterbury |
| 801319 | Canterbury |
| 801320 | Canterbury |
| 801321 | Canterbury |
| 801322 | Canterbury |
| 801324 | Canterbury |
| 801325 | Canterbury |
| 801326 | Canterbury |

---

**Annexure Schedule:** Contains 10 Pages.

---

**Grantor Certifications**

I certify that I have the authority to act for the Grantor 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 Judith Ellen Bullin as Grantor Representative on 28/09/2017 10:29 AM

---

**Grantee Certifications**

I certify that I have the authority to act for the Grantee 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 Judith Ellen Bullin as Grantee Representative on 28/09/2017 10:29 AM

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

| Schedule 1:<br>Purpose (nature and extent) of easement, <i>profit</i> , or covenant | Shown on DP 512548 | Servient tenement (Identifier/CT) | Dominant tenement (Identifier/CT <i>or</i> in gross) |
|-------------------------------------------------------------------------------------|--------------------|-----------------------------------|------------------------------------------------------|
| Land Covenant (contained in Annexure Schedule 2)                                    |                    | See Annexure Schedule 2           | See Annexure Schedule 2                              |

**Easements or *profits à prendre*  
rights and powers (including  
terms, covenants, and conditions)**

*Delete phrases in [ ] and insert memorandum  
number as required.  
Continue in additional Annexure Schedule if  
required.*

~~Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007.~~

The implied rights and powers ~~are~~ **[varied] [negatived] [added to] or [substituted] by:**

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~

~~[the provisions set out in annexure Schedule 2]~~

**Covenant provisions**

*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 155A of the Land Transfer Act 1952].~~

~~[Annexure Schedule 2]~~

**Form L****Annexure Schedule 2**

Page 1 of 8 Pages

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***1. Land Covenants ("Covenants")**

1.1. The Grantor and the Grantee wish to protect the visual concept and integrated appearance of the Faringdon Subdivision as a whole. To achieve this, the Grantor hereby covenants with the Grantee, as registered proprietors, as set out below and hereby requests that such covenants be noted against all the titles having the benefit and those having the burden of these Covenants.

1.2. These Covenants shall:

(a) run with each of the following Lots in the Faringdon Subdivision;

| Lot                                 | Identifier        |
|-------------------------------------|-------------------|
| 284 on DP 512548                    | 789587            |
| 182 to 186 (inclusive) on DP 515304 | 801289 to 801293  |
| 194 to 197 (inclusive) on DP 515304 | 801294 to 801297  |
| 216 on DP 515304                    | 801298            |
| 243 to 247 (inclusive) on DP 515304 | 801299 to 801303  |
| 310 to 313 (inclusive) on DP 515304 | 801304 to 801307  |
| 366 to 369 (inclusive) on DP 515304 | 801308 to 801311  |
| 398 and 399 on DP 515304            | 801312 and 801313 |
| 441 to 449 (inclusive) on DP 515304 | 801314 to 801322  |
| 528 on DP 515304                    | 801324            |
| 535 on DP 515304                    | 801325            |
| 537 on DP 515304                    | 801326            |

(b) be for the benefit of and appurtenant to each of the following Lots in the Faringdon Subdivision;

| Lot                                 | Identifier        |
|-------------------------------------|-------------------|
| 284 on DP 512548                    | 789587            |
| 182 to 186 (inclusive) on DP 515304 | 801289 to 801293  |
| 194 to 197 (inclusive) on DP 515304 | 801294 to 801297  |
| 216 on DP 515304                    | 801298            |
| 243 to 247 (inclusive) on DP 515304 | 801299 to 801303  |
| 310 to 313 (inclusive) on DP 515304 | 801304 to 801307  |
| 366 to 369 (inclusive) on DP 515304 | 801308 to 801311  |
| 398 and 399 on DP 515304            | 801312 and 801313 |
| 441 to 449 (inclusive) on DP 515304 | 801314 to 801322  |
| 528 on DP 515304                    | 801324            |
| 535 on DP 515304                    | 801325            |
| 537 on DP 515304                    | 801326            |

(c) all expire on **1 January 2030** and be void for all purposes including antecedent breach.

Provided that and notwithstanding the foregoing, the within Covenants shall cease to have any effect on any allotments which shall vest or be dedicated as road or reserves in any subsequent stages of the Subdivision. Such date of cessation shall be the date of approval of the subdivision

plan for the relevant stage by the territorial authority.

## 2. Interpretation

### 2.1. For the purposes of these Covenants:

- (a) **“Allow”** includes do, facilitating, permitting and suffering.
- (b) **“Building”** includes all structures and construction, including (but not limited to) dwelling houses, flats, units, garages, glass-houses and sheds.
- (c) **“Construct”** and **“Construction”** includes to install, erect, relocate, repair, renovate, replace or place on the Land, Lot or in any Building and also includes “Allow” to construct.
- (d) **“Construction Manual”** means the manual published by Faringdon setting out compliance issues for the design, building specifications, layout of Buildings together with the Landscape Features, and the use of the Land during the period of construction.
- (e) **“Corner Lot”** means any Lot having two street, reserve or right of way fronting boundaries.
- (f) **“Land”** and **“Lot”** means any lot having the burden and/or the benefit of these Covenants as described in clause 1.2 above.
- (g) **“Landscape Features”** includes all fences, walls, wind-breaks, washing lines, letterboxes, satellite dishes, street &/or house numbering and the design of that lettering or numbering), kerbs, footpaths, road frontages, planting of trees, shrubs and plants, driveways, driveway crossings, entranceways and concrete areas.
- (h) **“Faringdon”** means Hughes Developments Limited.
- (i) **“Primary Street Frontage”** means, in respect of a Corner Lot, the street facing boundary upon which the driveway has been or is to be constructed.
- (j) **“Secondary Street Frontage”** means, in respect of a Corner Lot, the street facing boundary upon which no driveway has been or is to be constructed.
- (k) **“Subdivision”** and **“Faringdon Subdivision”** means all of the Lots contained on **DP 510484, DP 507275, DP 512548 and DP 515304** and shall include any subsequent stages in the Subdivision.

### 2.2. The following provisions shall apply in the construction and interpretation of this instrument (unless the context otherwise requires):

- (a) the headings are for convenience only and shall not affect the interpretation of this instrument;
- (b) words importing the singular number include the plural and vice versa and the masculine gender includes the feminine and neuter genders and vice versa;

## 3. Approvals

### 3.1. All approvals or consents required by these Covenants shall be in writing from Faringdon (or its appointed agent) and shall be:

- (a) obtained by the Grantor prior to any work being carried out on the Land; and
- (b) shall be given or refused in the sole, absolute and unfettered discretion of Faringdon; and
- (c) subject to Faringdon reserving its right to approve requests for one party without creating any form of precedent for another party. Further, Faringdon may refuse an identical request from

another party without having to give reasons.

- 3.2. When Faringdon exercises its discretion (as referred to in clause 3.1 above), it may also take into account its own assessment of the effects on any land, Building, the visual concept, or integrated appearance of all or any lots in the Subdivision.
- 3.3. Without limiting its discretion, Faringdon may refuse to approve some dwelling or alteration plans or landscape designs and plants if such could, in its sole opinion, have a shade or other detrimental or negative affect on other Buildings or other land in the Subdivision, now or at a later date.
- 3.4. The address of Faringdon (or its agent) for approvals is the office for the time being of Faringdon which at the date hereof is 8 Millbank Lane, Merivale, P.O. Box 848, Christchurch 8140.

#### **4. Covenants**

##### **Building**

4.1. Without first receiving the Approval of Faringdon the Grantor **shall not**:

- (a) Construct on the Land any relocated Building or any Building or Landscape Feature other than one constructed on site from new, unused materials.
- (b) Use exterior cladding of any material for any Building other than brick, colour steel, natural stone, textured plaster, stained timber plywood or stained timber weather-board, surface coated concrete block, stucco, linear weatherboards, solid plaster or glazing or a combination of the above.
- (c) Leave the outside of any Landscape Feature or Building unfinished, or any exterior walls or doors unpainted or unstained except where cedar cladding or decorative brick/stone are used.
- (d) Use as a roofing material on any Building any material other than:
  - (i) Tiles, (including clay, ceramic, concrete, decramastic, pre-coated or pressed steel), or
  - (ii) Colour steel (including pre-painted, long-run pressed or rolled steel), or
  - (iii) Wooden shingles, or
  - (iv) Slate, or
  - (v) Membrane roofing, or
  - (vi) A roofing material approved by Faringdon.
- (e) Allow the Land to be used for any form of temporary residential purposes either by the construction of temporary Buildings or by the placement of caravans, huts and/or vehicles able to be used for human habitation.
- (f) Allow any Building on the Land to be occupied as a residence in any way until, (with respect to all Buildings and Landscape Features on that same Lot):
  - (i) the Code Compliance Certificate(s) has been issued by either the Selwyn District Council or an approved Building Certifier; and
  - (ii) the Buildings and Landscaping Features have been completed in accordance with all the terms of these Covenants (including the terms of any approval granted by Faringdon) and the Construction Manual; and
  - (iii) all exterior work, decoration and final interior window coverings, as approved, are completely installed; and

- (iv) all driveways, paths, fences and other Landscape Features are completed in accordance with these Covenants; and
- (v) all unpaved areas viewable from the street are properly grassed or/and landscaped according to the approved plans.

**Site Coverage**

4.2. Without first receiving the Approval of Faringdon the Grantor **shall not**:

- (a) Construct or place or permit to be placed on the Land any Building (which is to be used as a residence):
  - (i) Which has a floor area of less than 140m<sup>2</sup> (including a garage under one roof) on Lots less than or equal to 550m<sup>2</sup> in area; or
  - (ii) Which has a floor area of less than 170m<sup>2</sup> (including a garage under one roof) on Lots more than 550m<sup>2</sup> in area but less than or equal to 650m<sup>2</sup> in area; or
  - (iii) Which has a floor area of less than 200m<sup>2</sup> (including a garage under one roof) on Lots more than 650m<sup>2</sup> in area.
- (b) Construct on any Lot more than one Building to be used as a residence.
- (c) Construct, what is in the reasonable opinion of Faringdon, a Building greater in height than one storey.
- (d) Construct on any Lot a single garage unless a separate car parking area is also provided within the Lot which area shall not impede or otherwise interfere with clear access to the said garage.

**Street Frontage**

4.3. Without first receiving the Approval of Faringdon the Grantor **shall not**:

- (a) Construct or place or permit to be placed on any Lot which is not a Corner Lot any Building (which is to be used as a residence):
  - (i) Which has a building setback of less than 3.0m from the front boundary on Lots less or equal to 550m<sup>2</sup> in area, as set out in the appendices to the Construction Manual; or
  - (ii) Which has a building setback of less than 4.0m from the front boundary on Lots more than 550m<sup>2</sup> in area, as set out in the appendices to the Construction Manual.
- (b) Construct or place or permit to be placed on any Corner Lot any Building (which is to be used as a residence):
  - (i) Which has a building setback of less than 4.0m from the Primary Street Frontage boundary and a building setback of less than 3.0m from the Secondary Street Frontage boundary on Lots less than or equal to 550m<sup>2</sup> in area, as set out in the appendices to the Construction Manual; or
  - (ii) Which has a building setback of less than 4.0m from each of the Primary Street Frontage boundary and the Secondary Street Frontage boundary on Lots more than 550m<sup>2</sup> in area, as set out in the appendices to the Construction Manual.
- (c) Construct or place or permit to be placed on the Land (including a Corner Lot) any garage structure:
  - (i) Which has a building setback of less than 5.5m from the front boundary on any lot where the garage door faces the road, as set out in the appendices to the Construction Manual; or

- (ii) Which has a building setback of less than 4.0m from the relevant boundary on any lot where the garage door does not face the road, as set out in the appendices to the Construction Manual.

#### **Landscape Features and Fences**

4.4. Without first receiving the Approval of Faringdon the Grantor **shall not**:

- (a) Construct on the Land any Landscape Features, the plans and specifications of which have not been approved by Faringdon. Guidelines as to acceptable fence solutions are set out in the appendices to the Construction Manual.
- (b) Without limiting clause 4.4(a), construct on any Lot any fence on the boundary of the said Lot as is adjacent to a reserve (and extending 3.0m along the boundaries more or less perpendicular to the said reserves) other than a 1.2m high Stratco tubular "pool fence" which shall be satin black in colour and Flat Top in profile, as set out in the appendices to the Construction Manual, **nor shall** the Grantor be entitled to construct no fence at all on the boundaries set out in this clause 4.4(b).
- (c) Without limiting clause 4.4(a), construct on any Lot any fence on the boundary of the said Lot as is adjacent to a right of way or utility lot (and extending 3.0m along the boundaries more or less perpendicular to the said right of way or utility lot) other than a 1.2m high Stratco tubular "pool fence" and which shall be satin black in colour and Flat Top in profile, as set out in the appendices to the Construction Manual, **nor shall** the Grantor be entitled to construct no fence at all on the boundaries set out in this clause 4.4(c).
- (d) Construct any fence at all on any common boundary between (i) any reserve or utility lot and (ii) a right of way, as set out in the appendices to the Construction Manual.
- (e) Allow boundary fences and/or Landscape Features on or near the side and rear Lot boundaries unless they:
  - (i) are set back at least 3.0 metres from the front or road boundary, as set out in the appendices to the Construction Manual; and
  - (ii) do not exceed 1.8 metres in height; and
  - (iii) are stained or finished before the dwelling house is occupied; and have the prior written plan and specification approval of Faringdon as a Landscape Feature; and comply with a specific open plan design specification of Faringdon for any part within three metres of any road (if approved by Faringdon at all), as set out in the appendices to the Construction Manual.
- (f) Construct on the Land any contractor's temporary fence other than as set out in the appendices to the Construction Manual.
- (g) Allow construction, maintenance or repair of footpaths, driveways, driveway crossings, entranceways and any concrete areas on the Land, the plans and specifications of which have not been approved by Faringdon. In particular, such driveway construction must be of one of the following: - plain concrete, exposed aggregate concrete, paving blocks, paving bricks, cemented stone or grouted tiles, asphalt concrete with concrete or tiled kerb edging.
- (h) Allow maintenance of any Building or Landscape Feature (including the fences and planting referred to in clauses 4.4 (a) - (g) (inclusive) above to deteriorate whereby the standard of presentation is either:
  - (i) less than that represented in the rest of the Subdivision, or
  - (ii) unreasonable, taking into account fair wear and tear and the original condition at

time that the residential Building on the Land was occupied as a residence.

- (i) Erect any letterbox without prior approval of Faringdon.
- (j) Allow any satellite dish, garden statues, fountains or any other exterior ornamental decoration or similar garden or landscaping feature on the Land to be reasonably visible by any other occupier in the Subdivision standing on any kerb, street or road in the Subdivision.
- (k) Allow any advertisement, sign or hoarding of any kind to be erected on any part of the Land or any Building (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 be approved by Faringdon prior to construction.
- (l) Allow any Buildings, grass, weeds, rubbish, noxious substances or other deleterious matter on the Land, which is or is likely to become unsightly, or a nuisance or an annoyance to other occupiers in the Subdivision.

4.5. Subject to clause 4.6 below, the registered proprietor of any Lot who takes title with an approved boundary fence (on any side or rear boundary of the Lot) already constructed on it, which has been paid for in full by the adjoining Lot owner(s) or Faringdon (the "**Neighbour**") who remains unreimbursed for it, shall be liable to reimburse each such Neighbour for 50% of the actual or reasonable cost of that boundary fence.

#### **Fencing Covenant**

4.6. The Grantor shall be bound by a Fencing Covenant within the meaning of section 2 of the Fencing Act 1978.

#### **Driveway Covenant**

4.7. Without first receiving the Approval of Faringdon the Grantor **shall not** construct a driveway crossing other than as set out in the appendices to the Construction Manual.

4.8. Without first receiving the Approval of Faringdon the Grantor **shall not** construct a driveway crossing over a swale other than as set out in the appendices to the Construction Manual.

#### **General**

4.9. Without first receiving the Approval of Faringdon, the Grantor **shall not**:

- (a) Erect any Building or Landscape Feature, use any building plans, site plans, specifications (including all exterior colour schemes and window coverings or treatments), landscaping and/or all planting plans, fencing designs not approved by Faringdon prior to any site work or Building commencing.
- (b) Position any gas cylinders or heat pump within view from the road.
- (c) Position any boat, caravan, trailer or the like that is visible from the road.
- (d) Allow any animal (including dogs and other domestic pets) to be kept in or about the Land or Building that is, or is likely to cause, a nuisance or annoyance to other occupiers in the Subdivision or to detract from the Subdivision as a whole. In particular, not to allow on or about the Land any dog which in whole or in part, resembles any of the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds, without prior approval from Faringdon.
- (e) Allow a "*Subdivision of Land*" of the Lot (with the meaning given to those words by the Resource Management Act 1991).
- (f) Allow any easement or "*Easement Facility*" (as defined by the Land Transfer Regulations 2002) to be agreed to, granted or registered on the Lot.
- (g) Allow any gas cylinders to be kept on that Lot, with the exception of those customarily used for BBQ's.

**Consent Matters****4.10 The Grantor:**

- (a) Will not directly or indirectly in any manner oppose, object to or appeal any applications for resource consents, Plan change applications, or other consents or approvals (including appeals) by the Grantee in relation to land in the Subdivision, or the Rolleston district but will support, give consent to and sign any consents or other forms required by the Grantee to such applications or appeals; and
- (b) Will sign any other related or associated documentation to give effect to this clause 4.10 and its general tenor.

4.11 Clause 4.10 shall not enure for the benefit of any subsequent purchaser for value of a dominant tenement.

**5. Enforcement**

5.1. If there is any breach or non-observance of any of the foregoing Covenants (and without prejudice to any other liability which the Grantor may have to any other person having the benefit of these Covenants) the Grantor in breach agrees to and shall, at their cost, (with respect to each individual breach):

- (a) Upon written notice being given by the Grantee, (or its agent, or any other party having the benefit of these Covenants) to the party in breach, pay to each such notice giver agreed liquidated damages in the sum of \$100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date 30 days after the date upon which each written notice has been given; and
- (b) Forthwith upon receipt of such notice to remove or cause to be removed from the land any Building, planting, Landscape Feature or other item erected on the Land in breach or in non-observance of the foregoing Covenants; and
- (c) Forthwith upon receipt of any such notice to replace any such building materials or other non-conforming item used in breach or non-observance of the foregoing Covenants with the approved materials; and
- (d) Carry out such other remedial work specified in the notice and any other work so as to remedy such breach or non-performance of these Covenants.

5.2. The Grantee and the Grantor agree that Faringdon does not have nor shall have any legal responsibility or liability for the enforcement, enforceability, applicability or lack of action with respect to enforcement or applicability of any of these Covenants. In addition, apart from the exercise of its discretion with respect to consents, approvals or disapprovals of matters referred to in these Covenants, Faringdon does not undertake to enforce or monitor compliance of these Covenants. The Grantor (being the registered proprietors of Lots within the Subdivision) jointly and severally also agrees to keep Faringdon indemnified, free and harmless from any claim, liability, loss or action arising against it or its agents in this regard.

**6. Dispute Resolution**

6.1. Except as relates to the exercise of any discretion, opinion or consent requested of Faringdon under these Covenants, and without prejudice to the Enforcement provisions of this document, if any dispute arises between or among the parties concerning the Covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.

6.2. If the dispute is not resolved within twenty working days from the date on which the parties begin their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.

6.3. If an arbitrator cannot be agreed upon within a further ten (10) days, then an independent arbitrator will be appointed by the President for the time being of the New Zealand Law Society.

6.4. Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its Amendments) or any enactment passed in its substitution.

**7 Severability**

7.1 If any part of these Covenants are held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of these Covenants, which shall remain in full force.



# View Instrument Details

**Instrument No** 10897314.9  
**Status** Registered  
**Date & Time Lodged** 10 October 2017 14:16  
**Lodged By** Bullin, Judith Ellen  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



---

| Affected Computer Registers | Land District |
|-----------------------------|---------------|
|-----------------------------|---------------|

|        |            |
|--------|------------|
| 801293 | Canterbury |
| 801294 | Canterbury |
| 801295 | Canterbury |
| 801296 | Canterbury |
| 801297 | Canterbury |
| 801314 | Canterbury |
| 801315 | Canterbury |
| 801316 | Canterbury |
| 801317 | Canterbury |
| 801318 | Canterbury |
| 801319 | Canterbury |
| 801320 | Canterbury |
| 801321 | Canterbury |
| 801322 | Canterbury |
| 801324 | Canterbury |
| 801325 | Canterbury |
| 801326 | Canterbury |

---

**Annexure Schedule:** Contains 1 Page.

---

## Signature

Signed by Judith Ellen Bullin as Territorial Authority Representative on 10/10/2017 12:34 PM

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



www.selwyn.govt.nz

IN THE MATTER of the Resource Management Act 1991  
AND

IN THE MATTER of Resource Consent 165482, 175315 & 175406

**CONSENT NOTICE PURSUANT TO S.44 HOUSING ACCORDS AND SPECIAL HOUSING AREAS ACT  
2013 AND S.221 RESOURCE MANAGEMENT ACT 1991**

To: The District Land Registrar  
Canterbury Land Registration District

TAKE NOTICE that the land hereinafter described is subject to conditions in relation to a subdivision

*"That these lots are Medium Density lots, and any future development is to be in accordance with Condition 2 of RC165483;*

*&*

*"That unless a resource consent has been granted otherwise, the maximum height of any fence between the front building façade of any residential development and the street, or a private Right of Way or shared access over which the allotment has legal access, shall be one metre. For allotments with frontage to more than one road or a private Right of Way or shared access, any fencing on the secondary road boundary is to be no higher than 1.8 metre."*

AND THAT you are hereby requested to register the same pursuant to Section 221 of the Resource Management Act 1991.

**DESCRIPTION OF LAND**

All those pieces of land being Lots 186, 194-197, 441-449, 528, 535 and 537 DP 515304 contained in Computer Freehold Registers 801293-801297, 801314-801322 and 801324-801326

DATED this 10th day of October 2017

SIGNED for and on behalf of Selwyn District Council

A handwritten signature in black ink, appearing to read 'J. Hallat'.

\_\_\_\_\_  
Authorised Officer

www.selwyn.govt.nz  
Selwyn District Council, 2 Norman Kirk Drive Rolleston / PO BOX 90, Rolleston 7643  
Tel: 03 347 2800 Fax: 03 347 2799 Email: admin@selwyn.govt.nz

www.selwyn.govt.nz  
Selwyn District Council, 2 Norman Kirk Drive Rolleston / PO BOX 90, Rolleston 7643  
Tel: 03 347 2800 Fax: 03 347 2799 Email: admin@selwyn.govt.nz