



**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

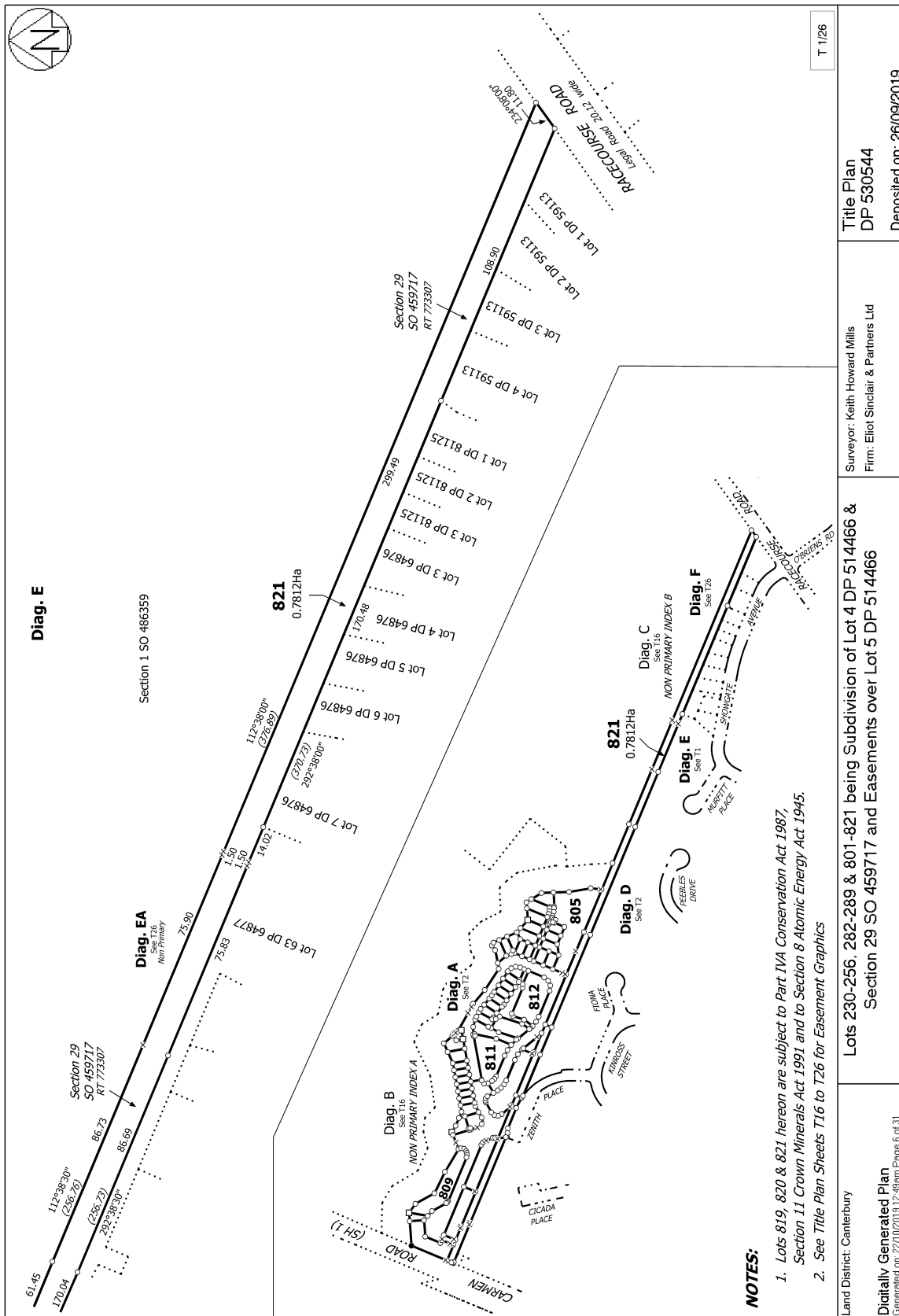
Identifier 863168
Land Registration District Canterbury
Date Issued 26 September 2019

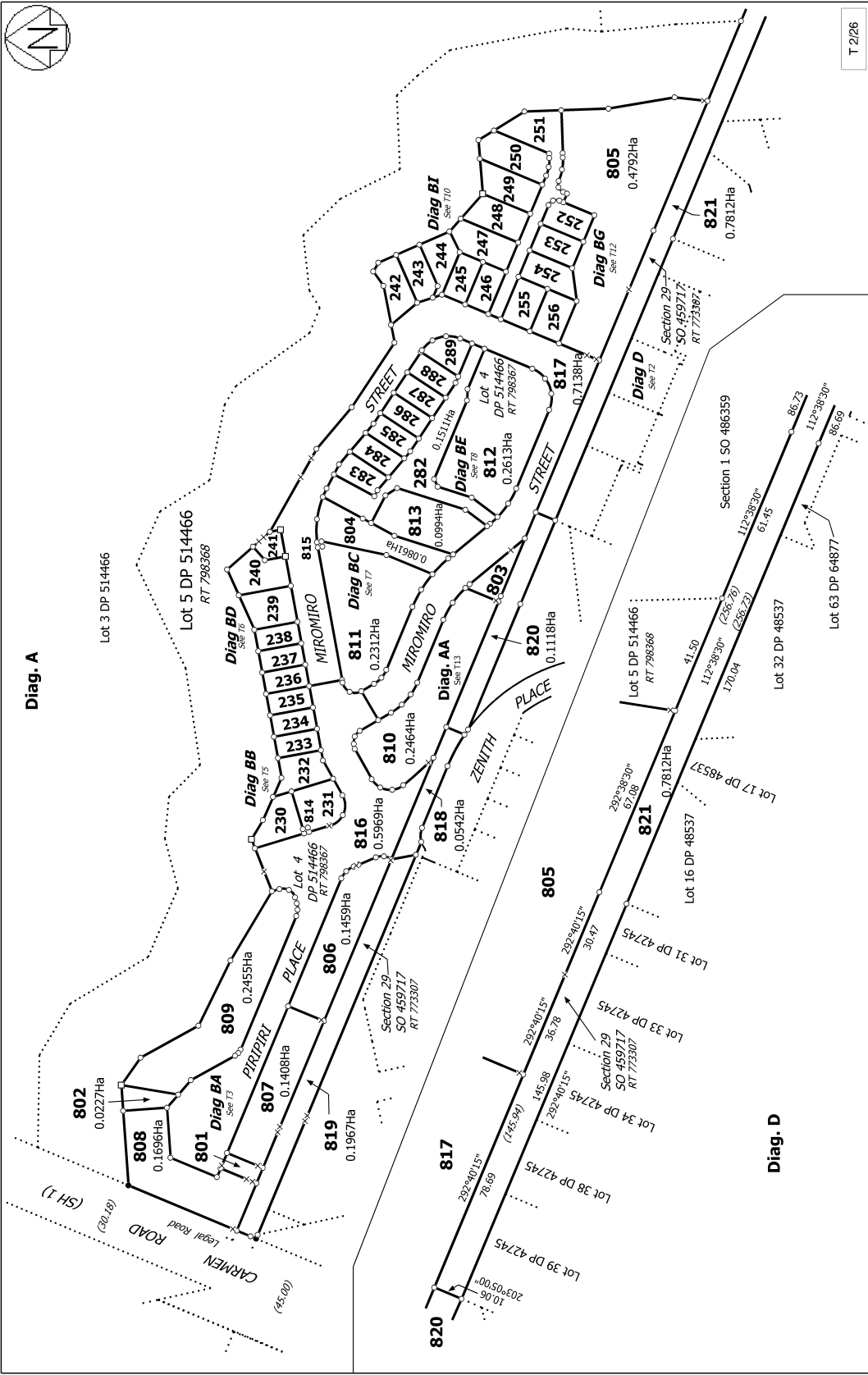
Prior References
798367

Estate Fee Simple
Area 503 square metres more or less
Legal Description Lot 250 Deposited Plan 530544
Registered Owners
David John Pugh and Vanna Michelle Villalta

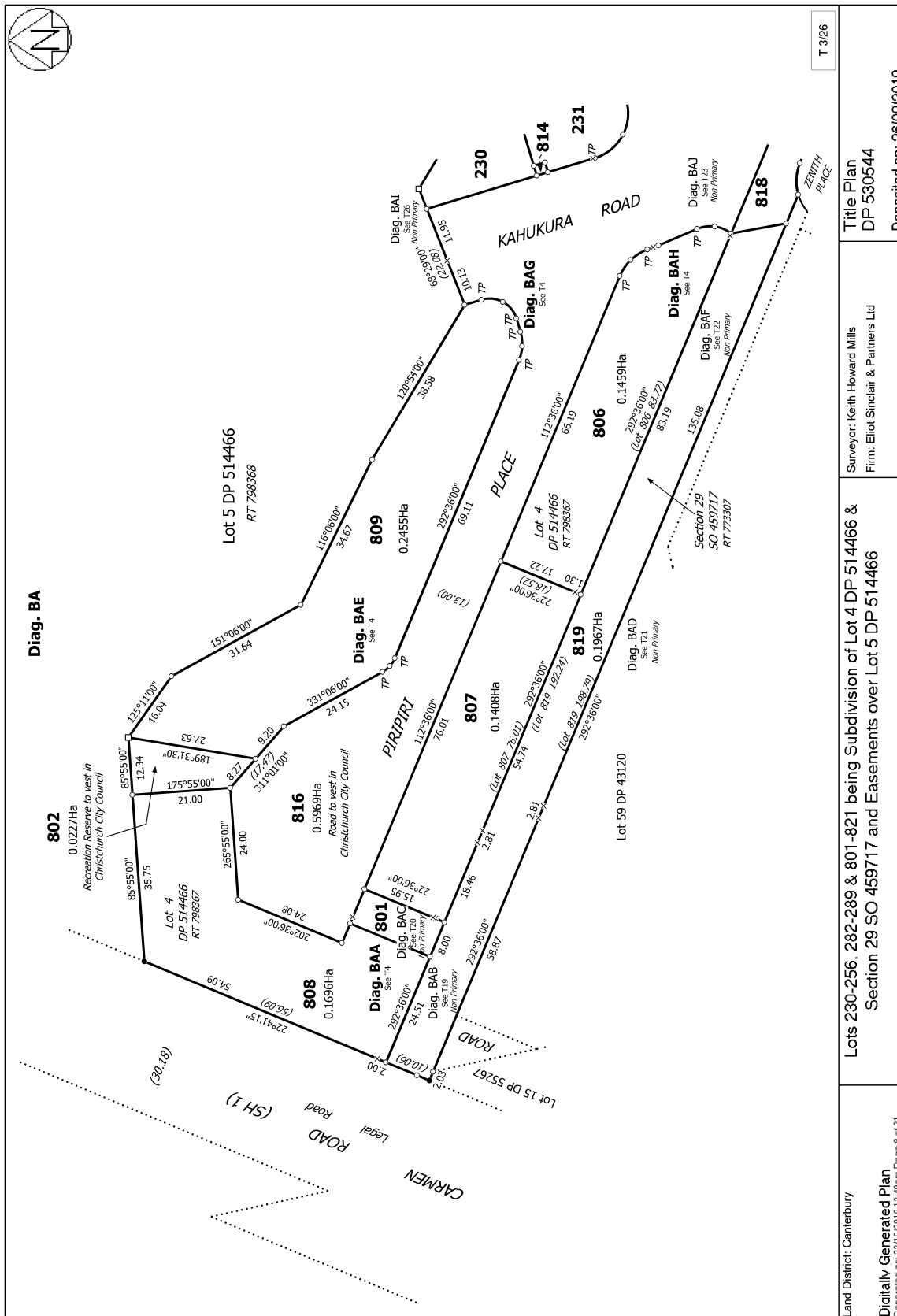
Interests

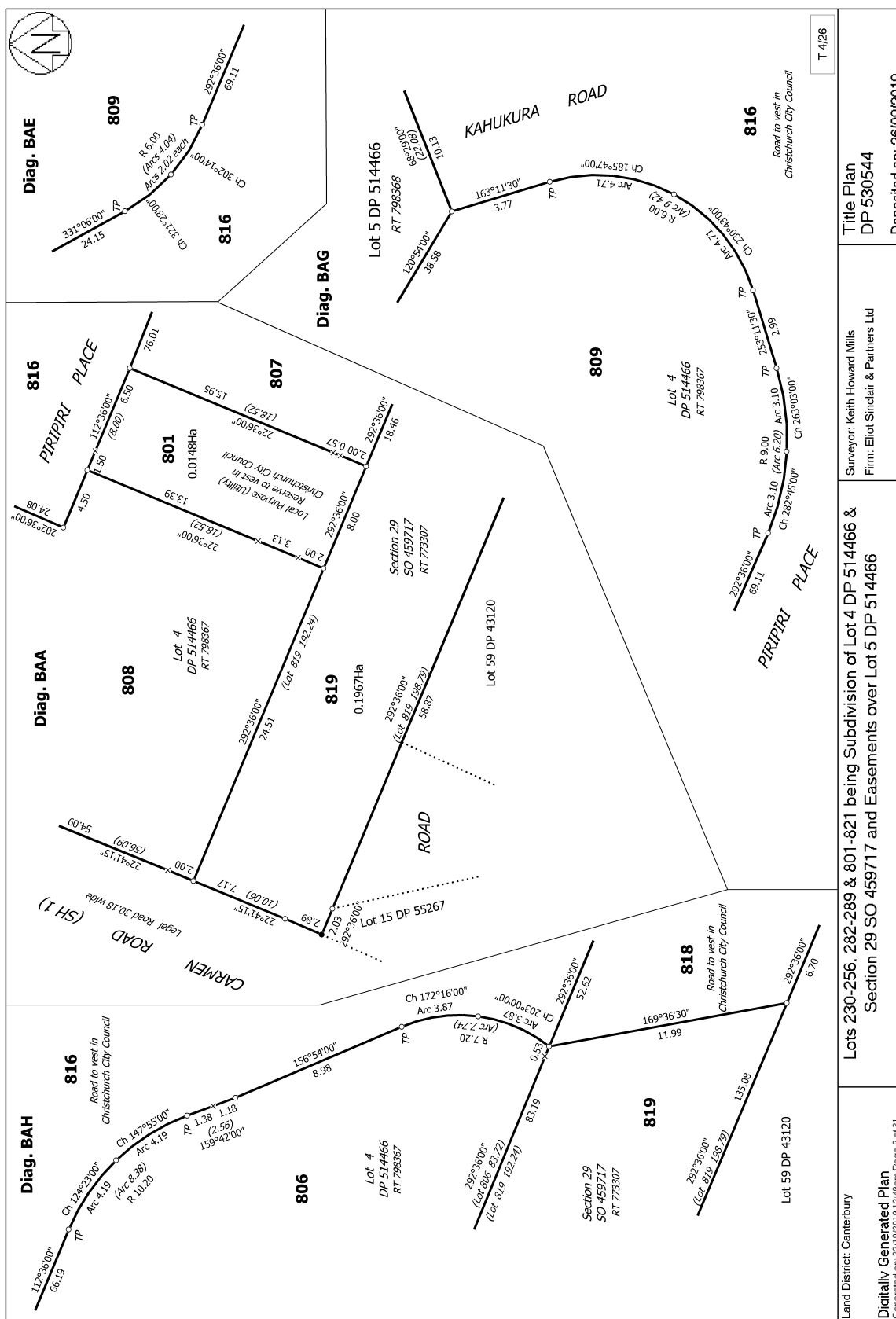
10935601.2 Encumbrance to The Trustees of The Christchurch Racecourse - 1.2.2018 at 3:27 pm
Land Covenant in Covenant Instrument 11503317.12 - 26.9.2019 at 4:44 pm
Appurtenant hereto is a right of way and rights to convey electricity, telecommunications and water, rights to drain sewage and water created by Easement Instrument 11503317.13 - 26.9.2019 at 4:44 pm
The easements created by Easement Instrument 11503317.13 are subject to Section 243 (a) Resource Management Act 1991
11503317.17 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 26.9.2019 at 4:44 pm
11590955.2 Mortgage to ANZ Bank New Zealand Limited - 1.11.2019 at 3:16 pm





Land District: Canterbury	Lots 230-256, 282-289 & 801-821 being Subdivision of Lot 4 DP 514466 & Section 29 SO 459717 and Easements over Lot 5 DP 514466	Surveyor: Keith Howard Mills Firm: Eliot Sinclair & Partners Ltd	Title Plan DP 530544
Digitally Generated Plan Generated on: 22/10/2019 12:48pm Page 7 of 31	Deposited on: 26/09/2019		





Land District: Canterbury

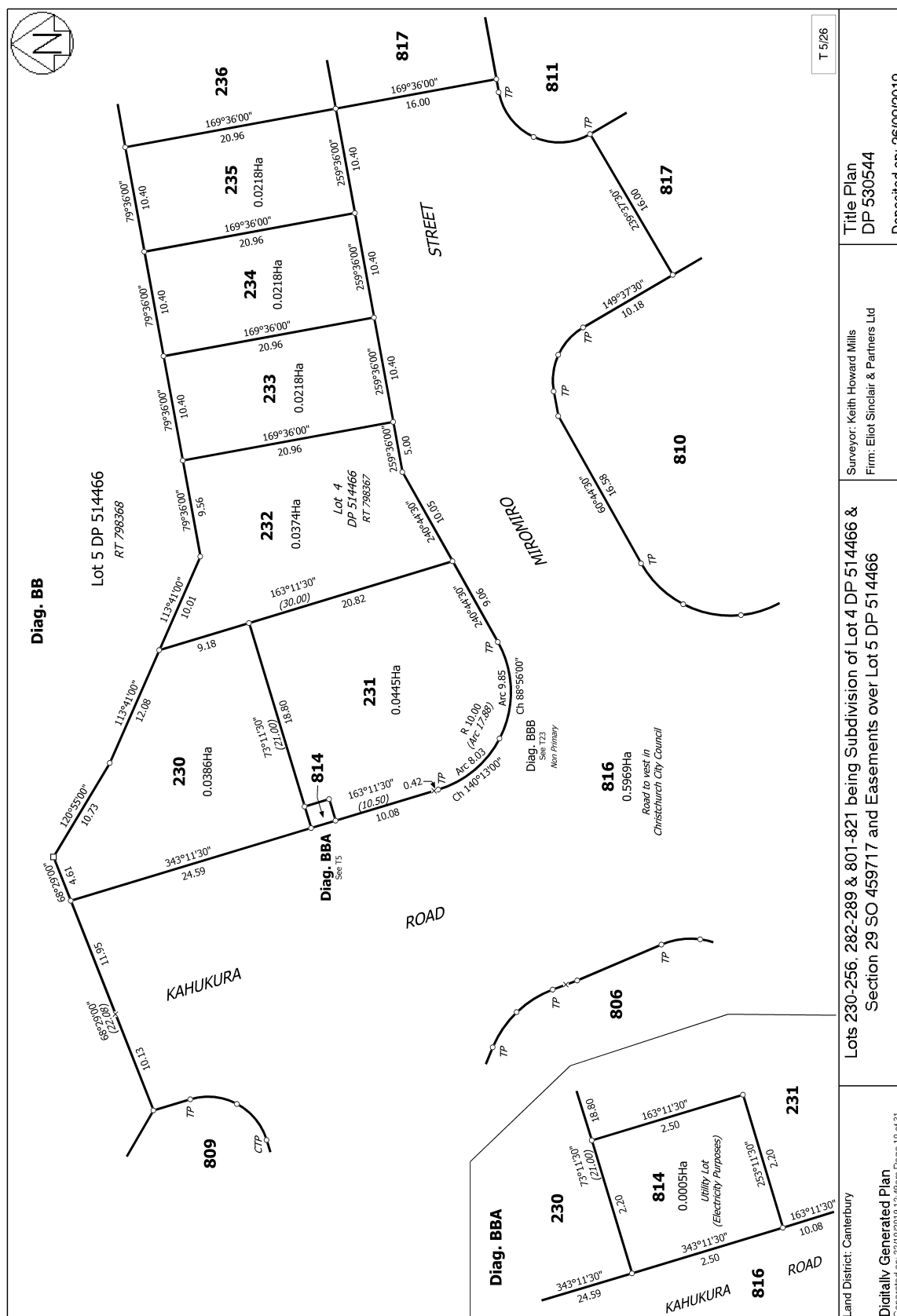
Digitally Generated Plan

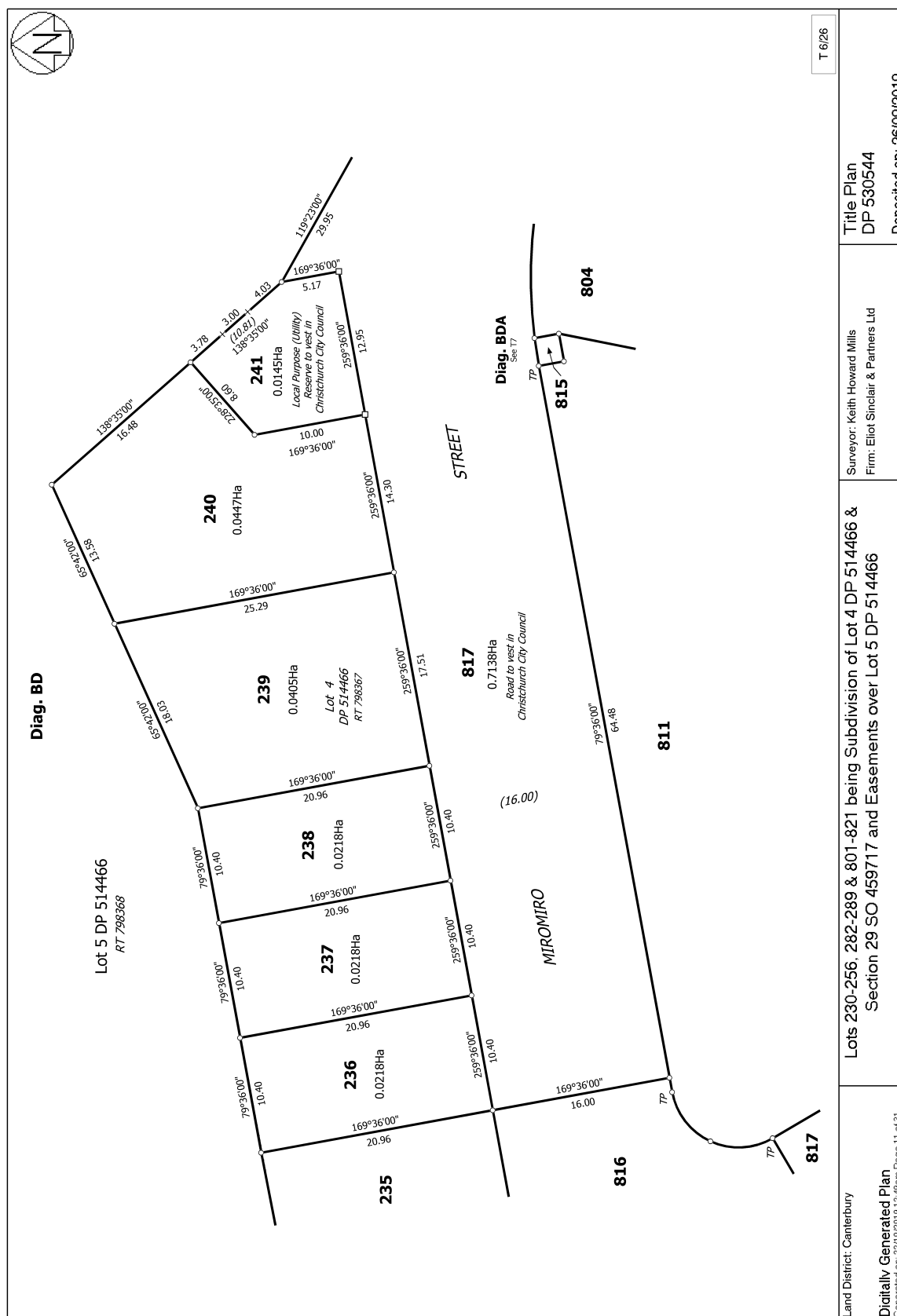
Generated on: 22/10/2019 12:48pm Page 9 of 31

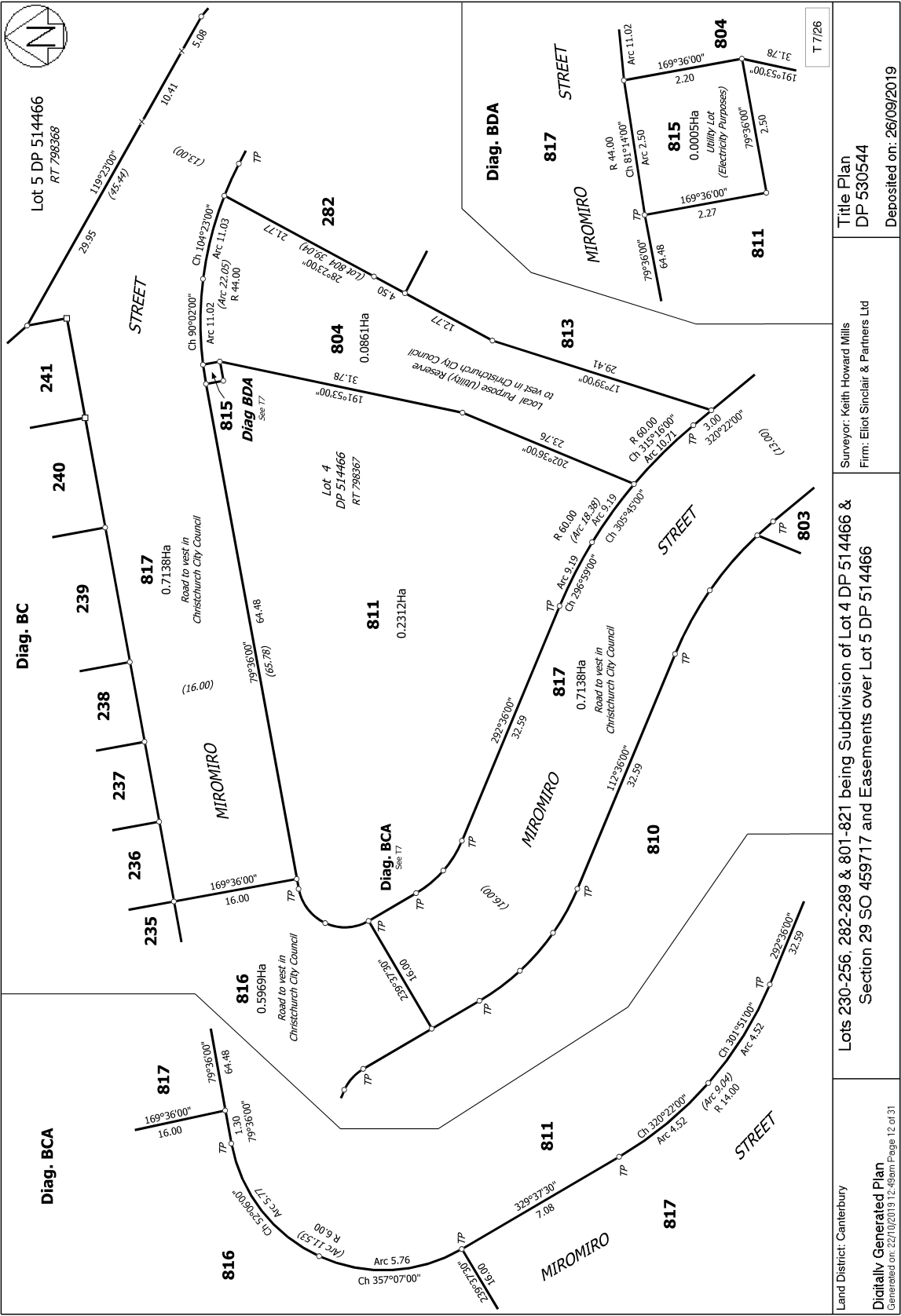
Lots 230-256, 282-289 & 801-821 being Subdivision of Lot 4 DP 514466 & Section 29 SO 459717 and Easements over Lot 5 DP 514466

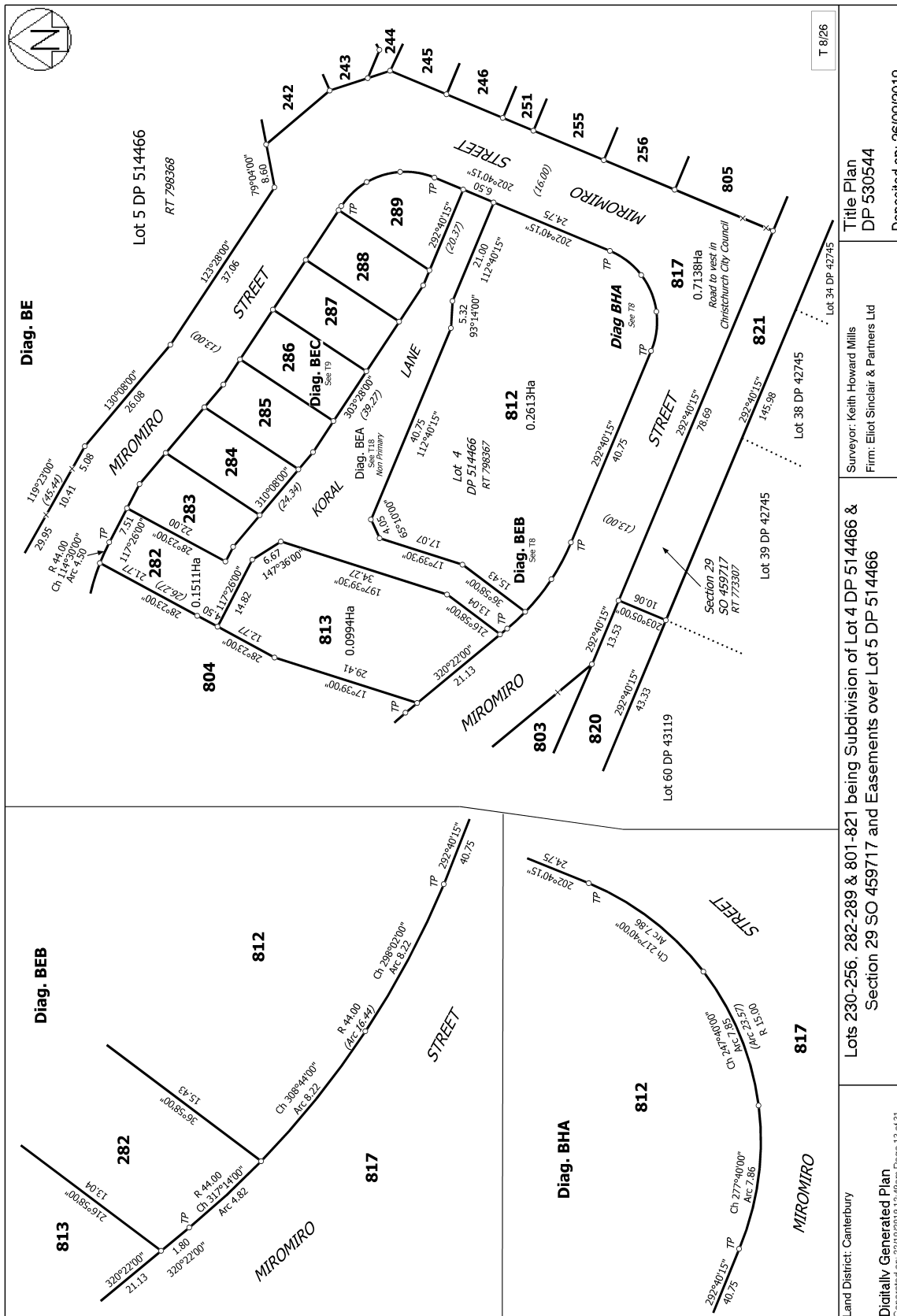
Surveyor: Keith Howard Mills
Firm: Eliot Sinclair & Partners LtdTitle Plan
DP 530544

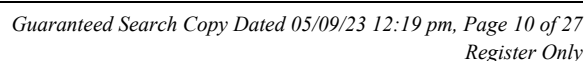
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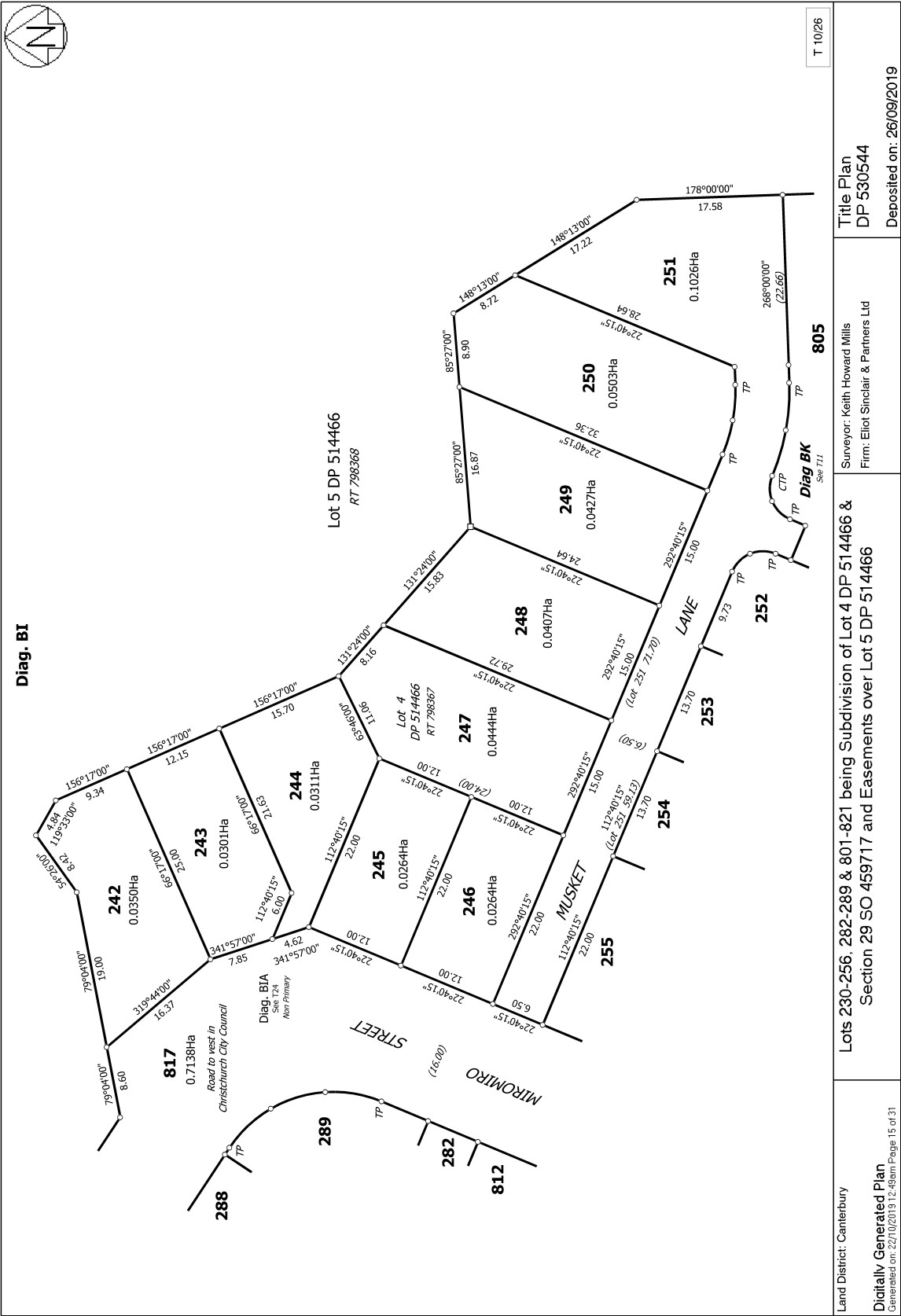


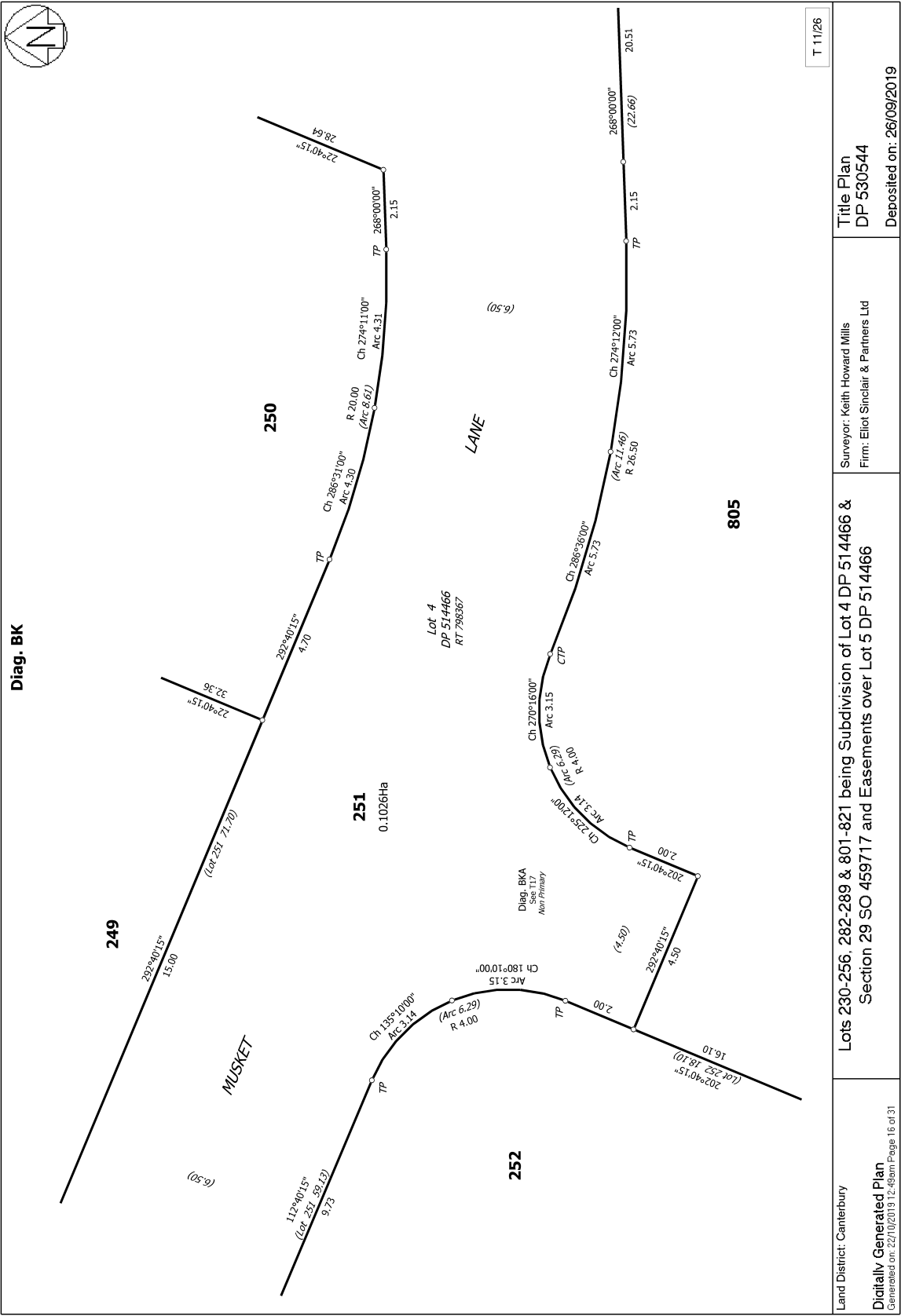


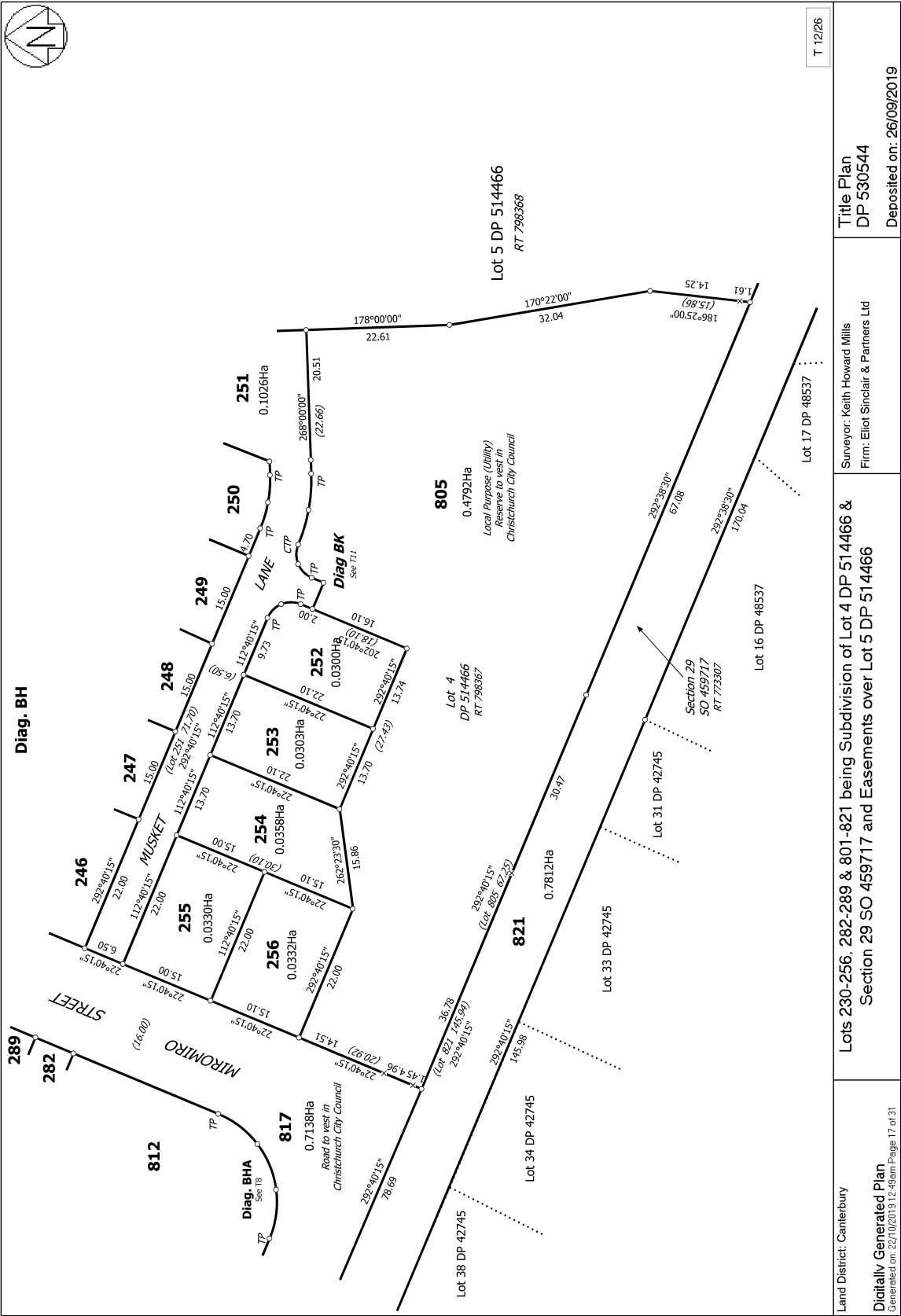


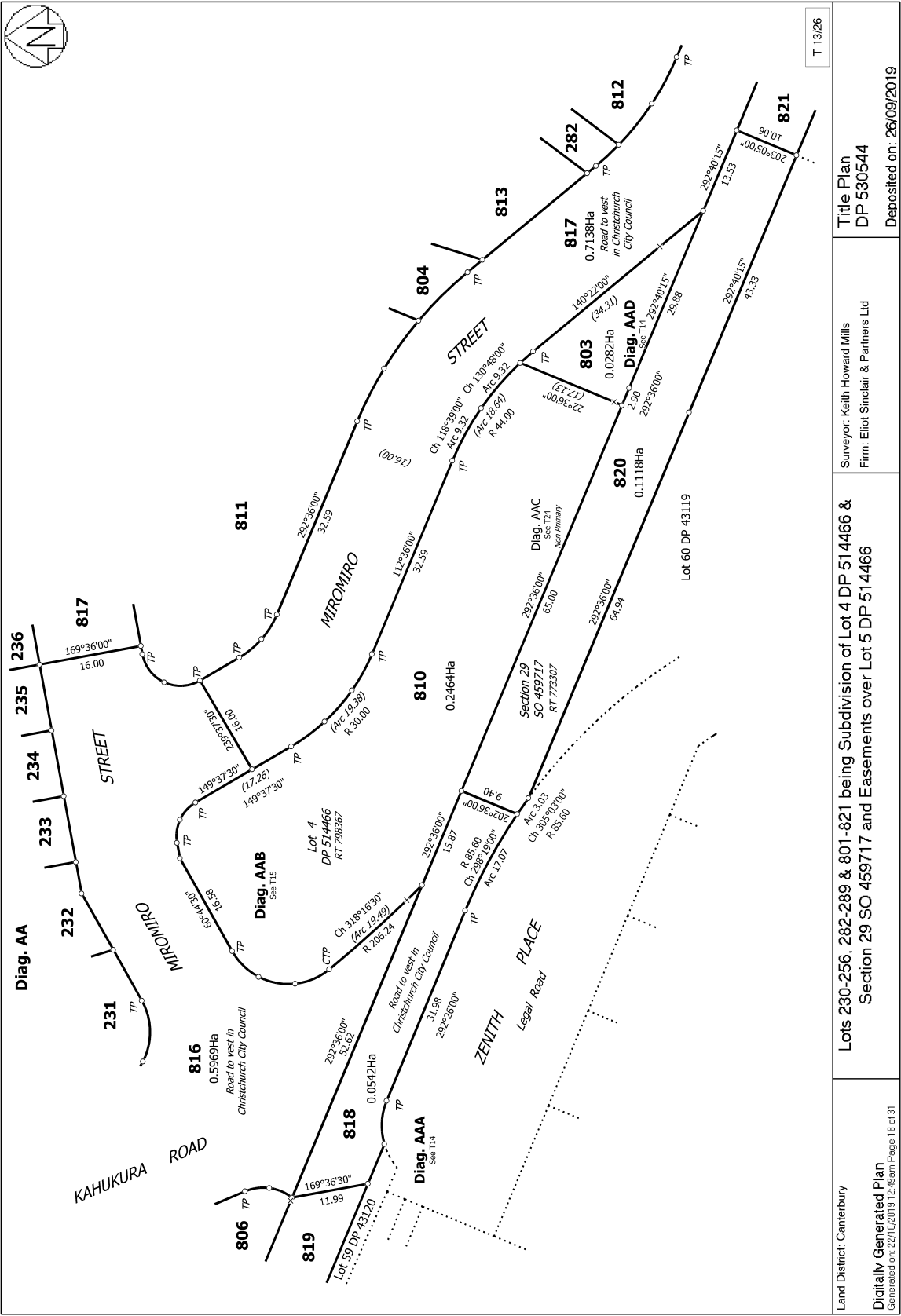


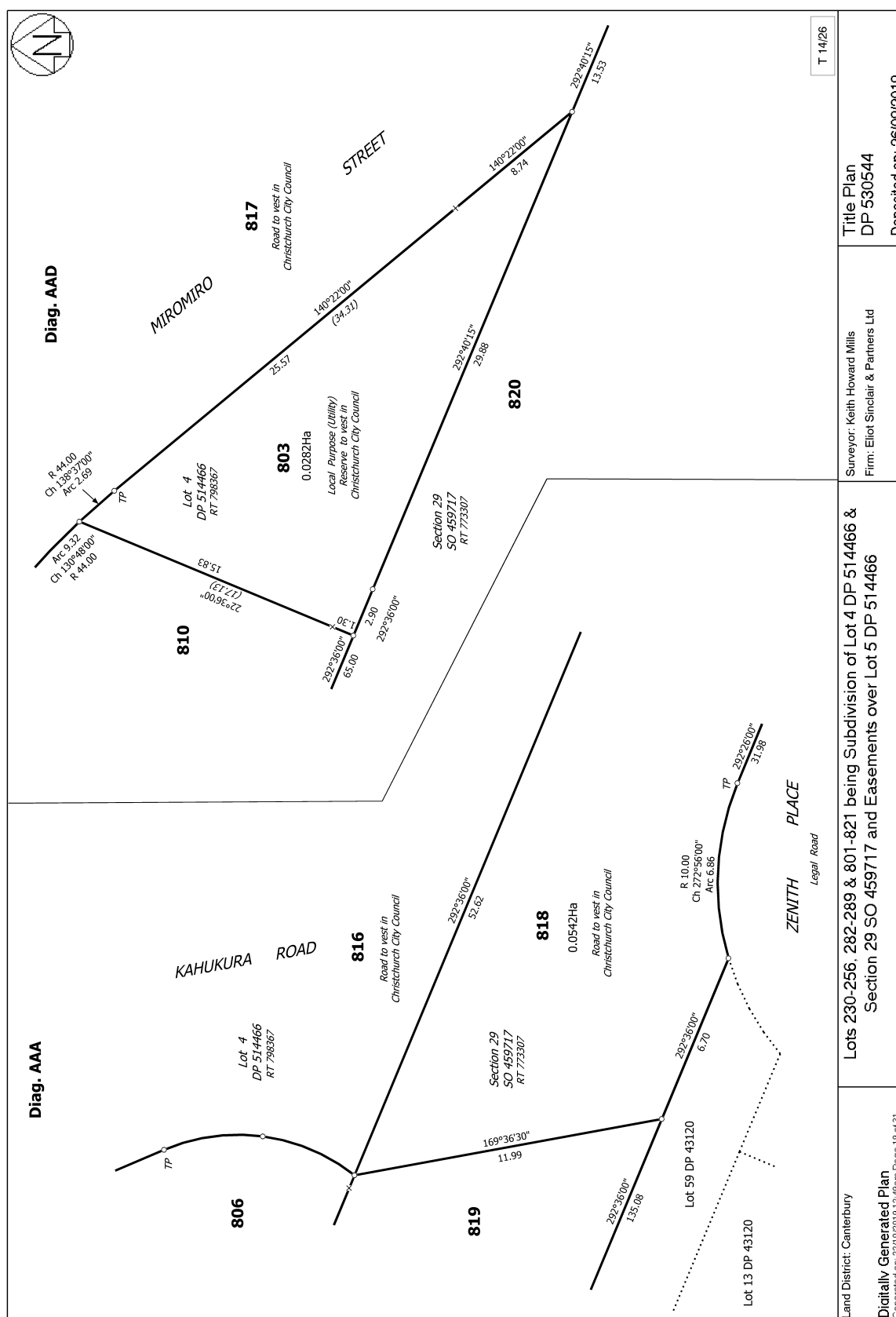


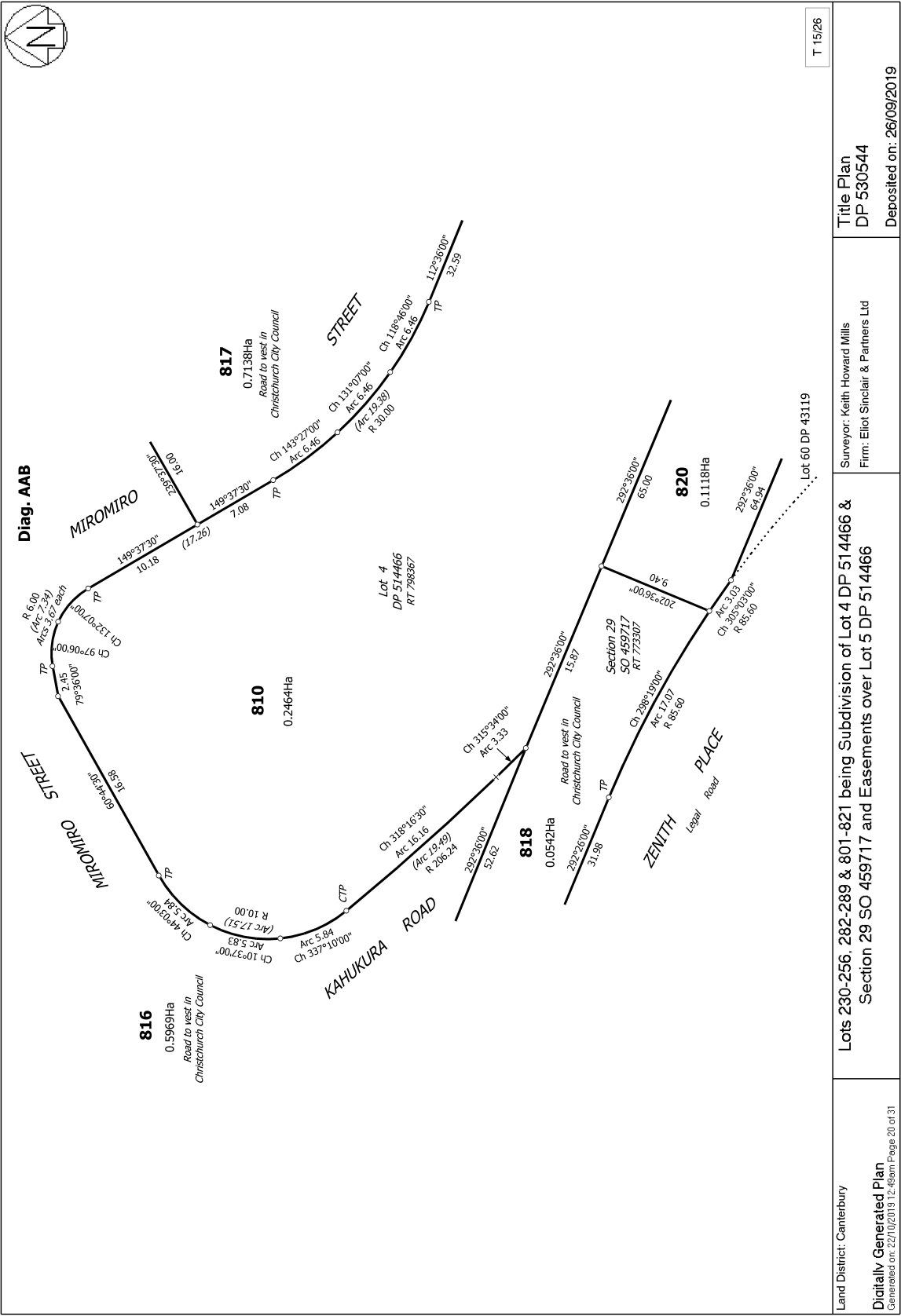


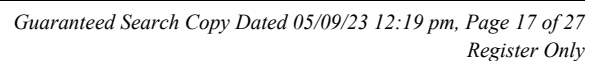


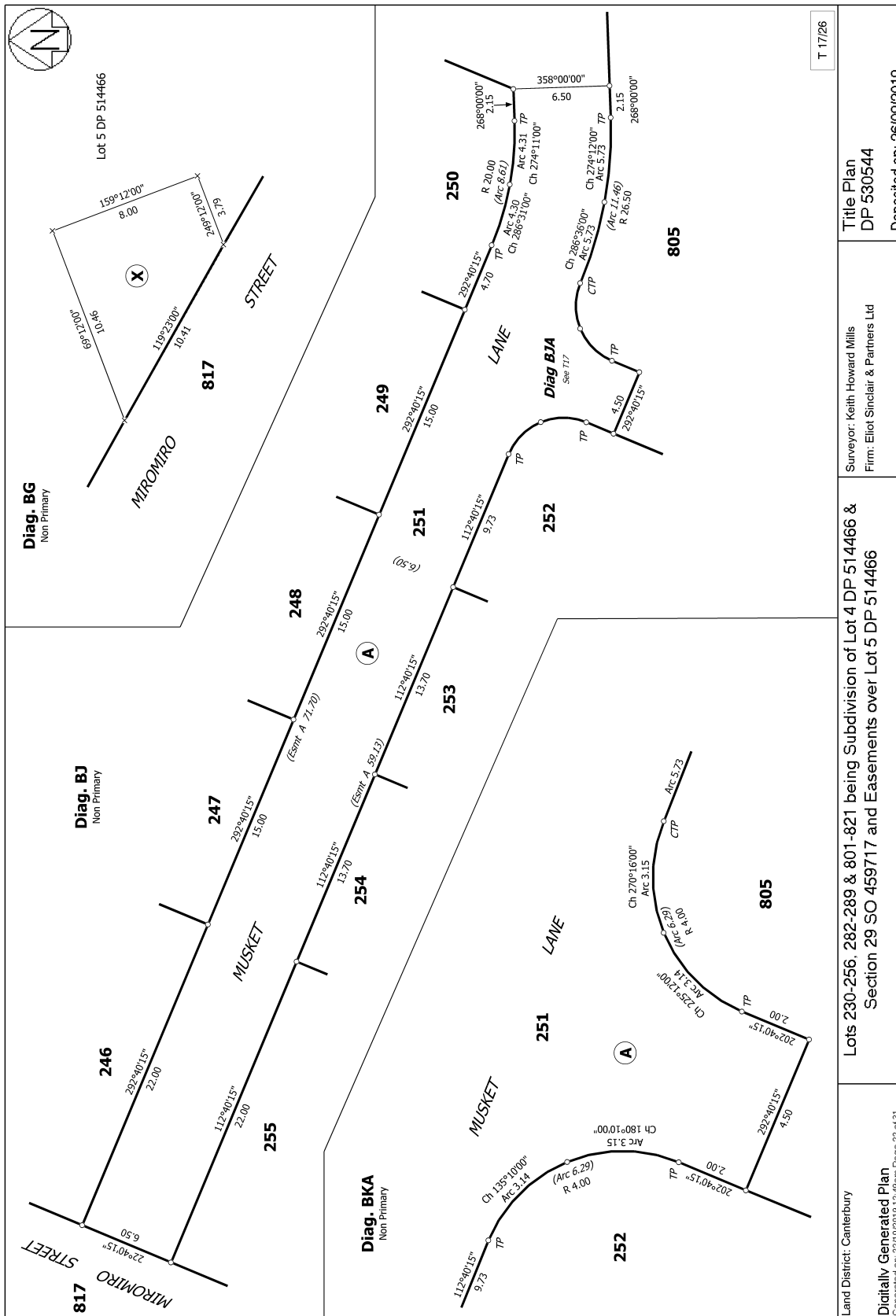


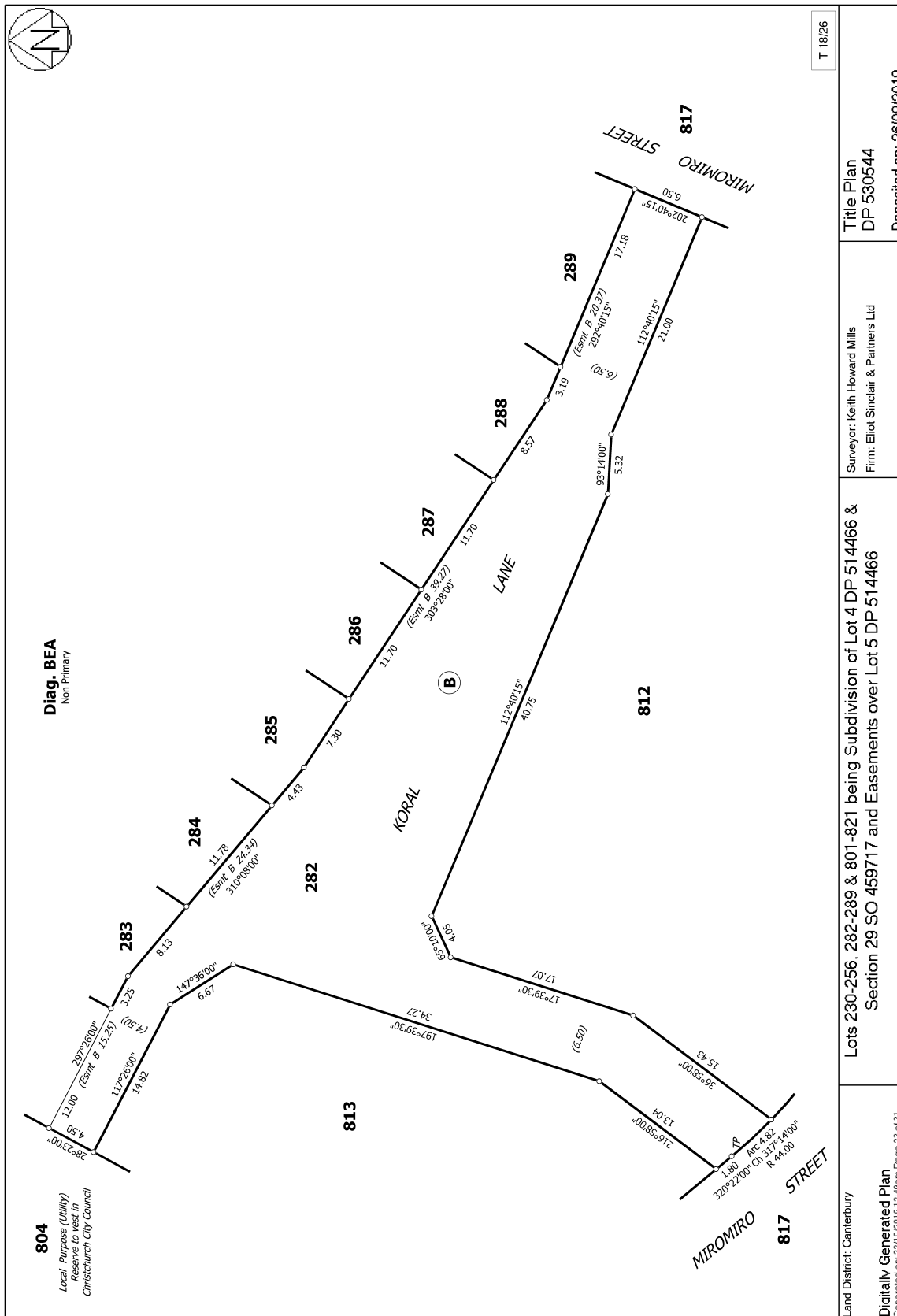


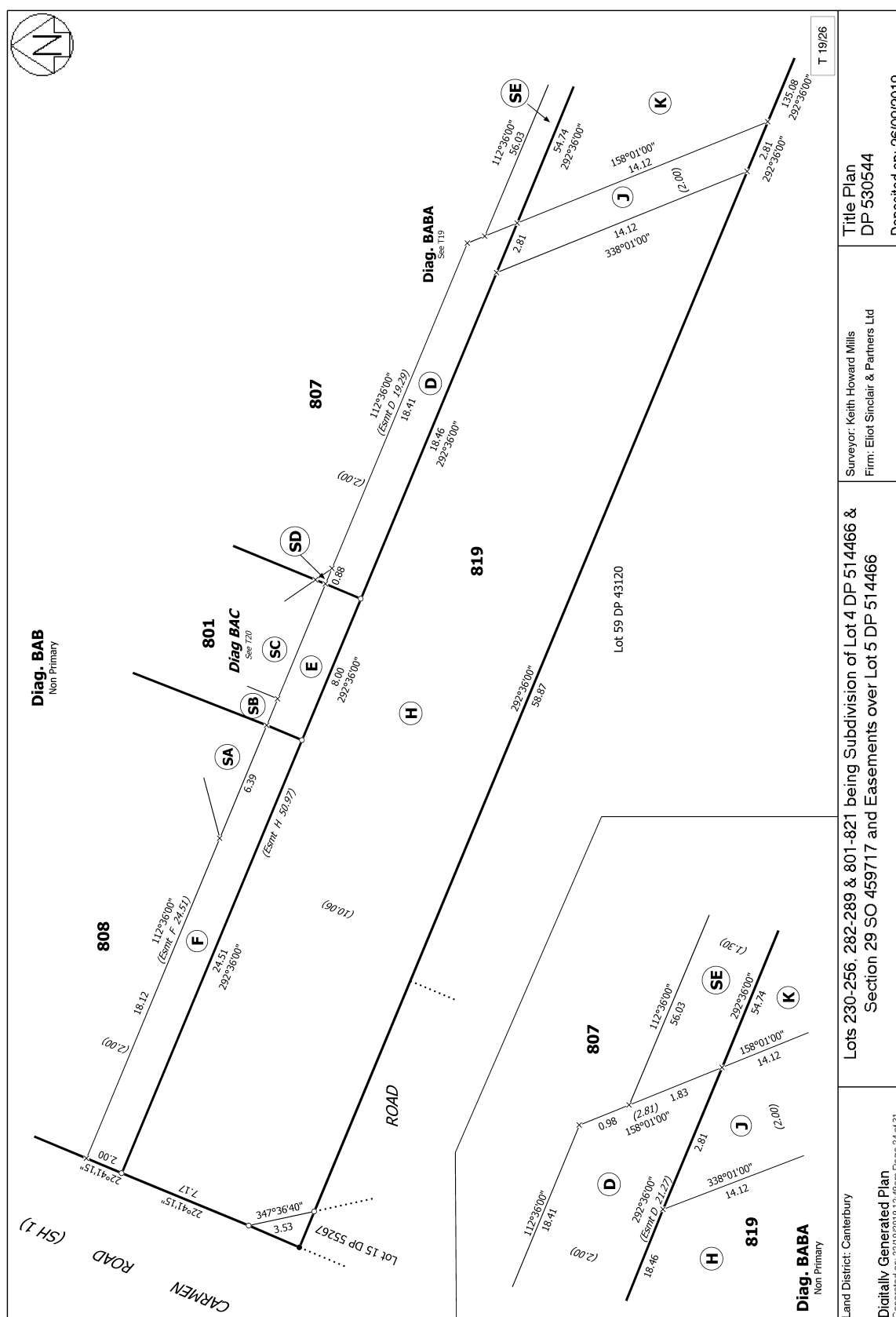


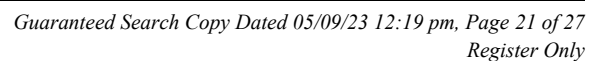


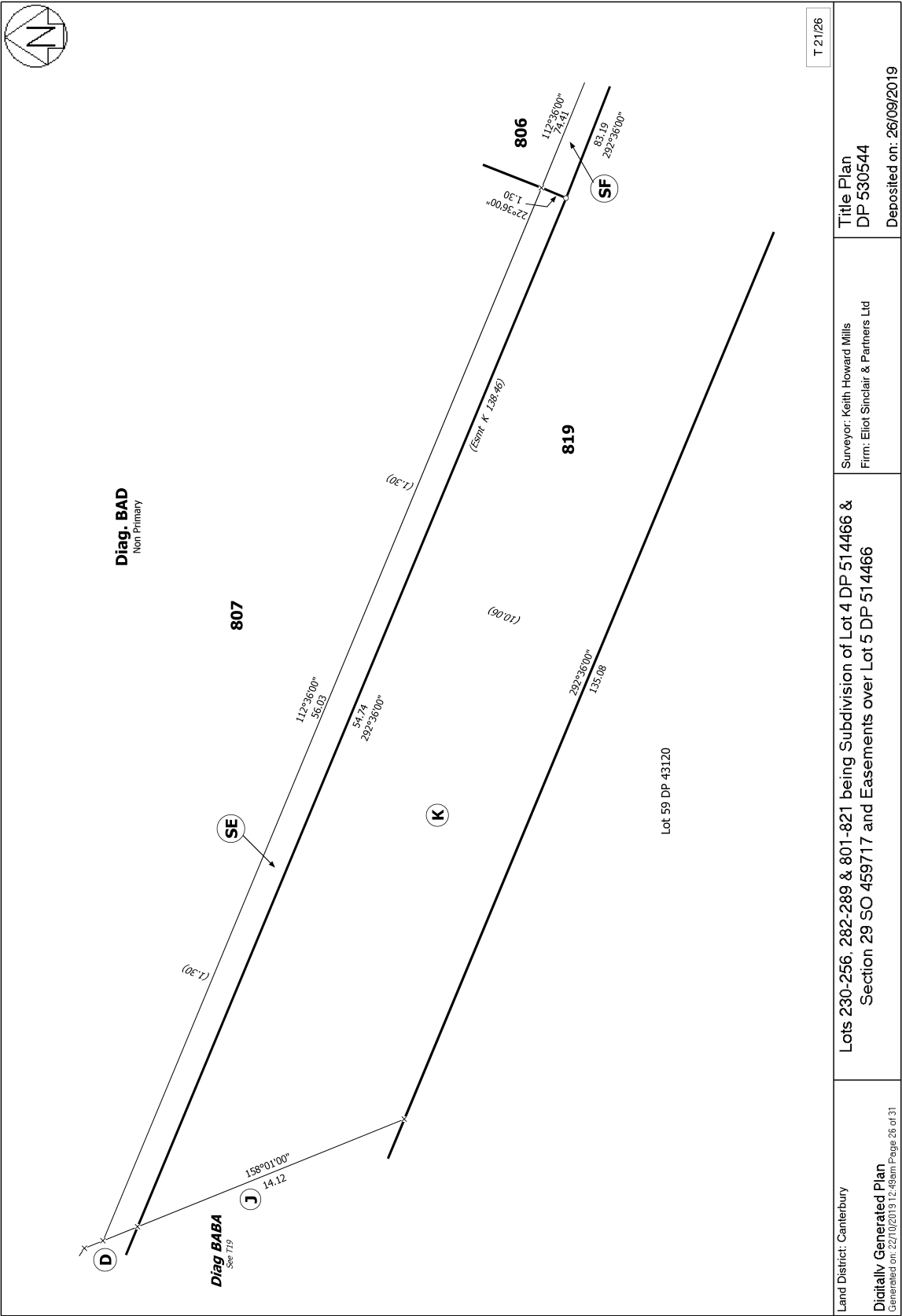


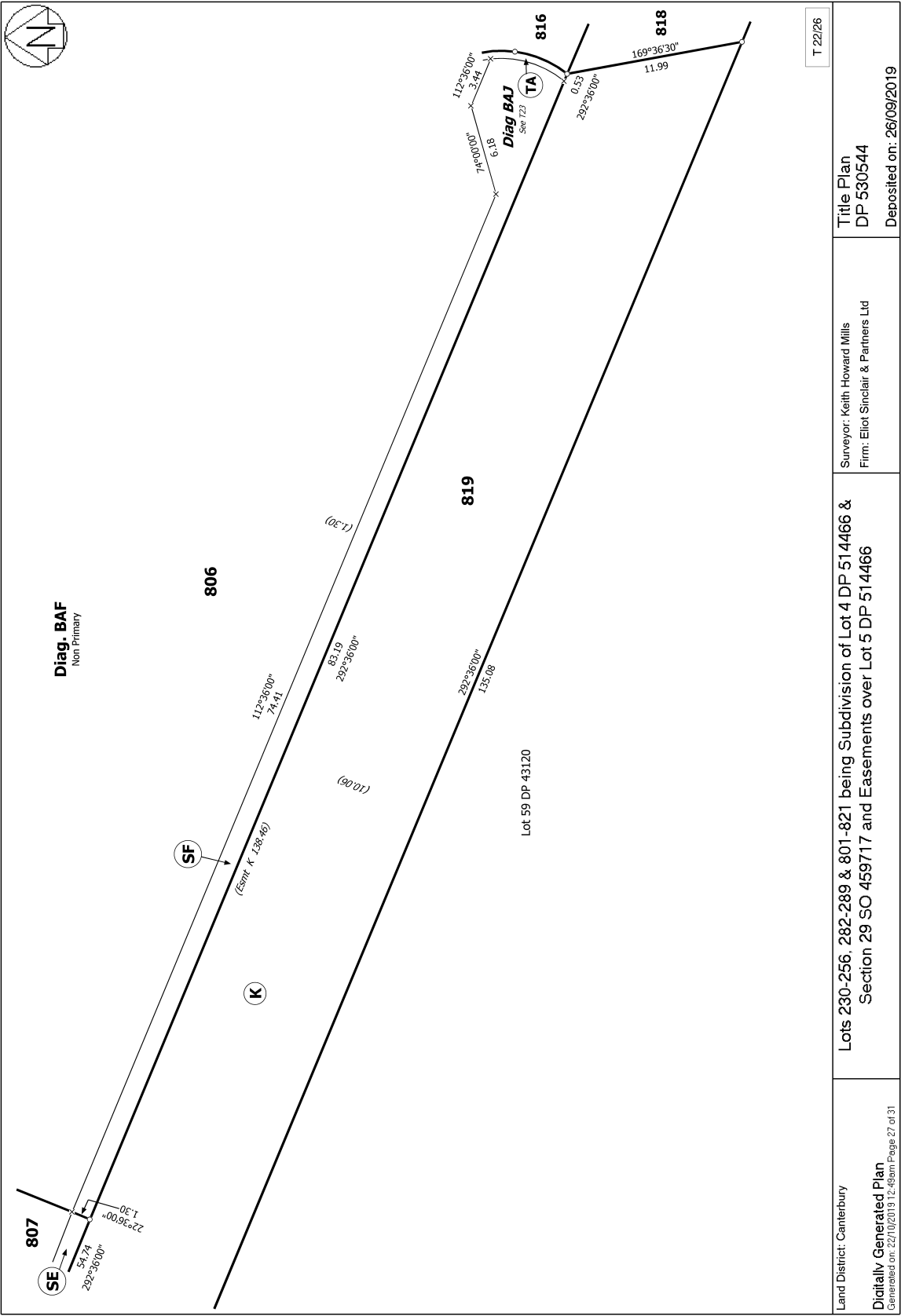


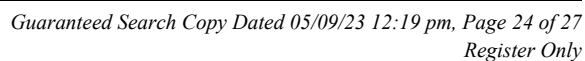


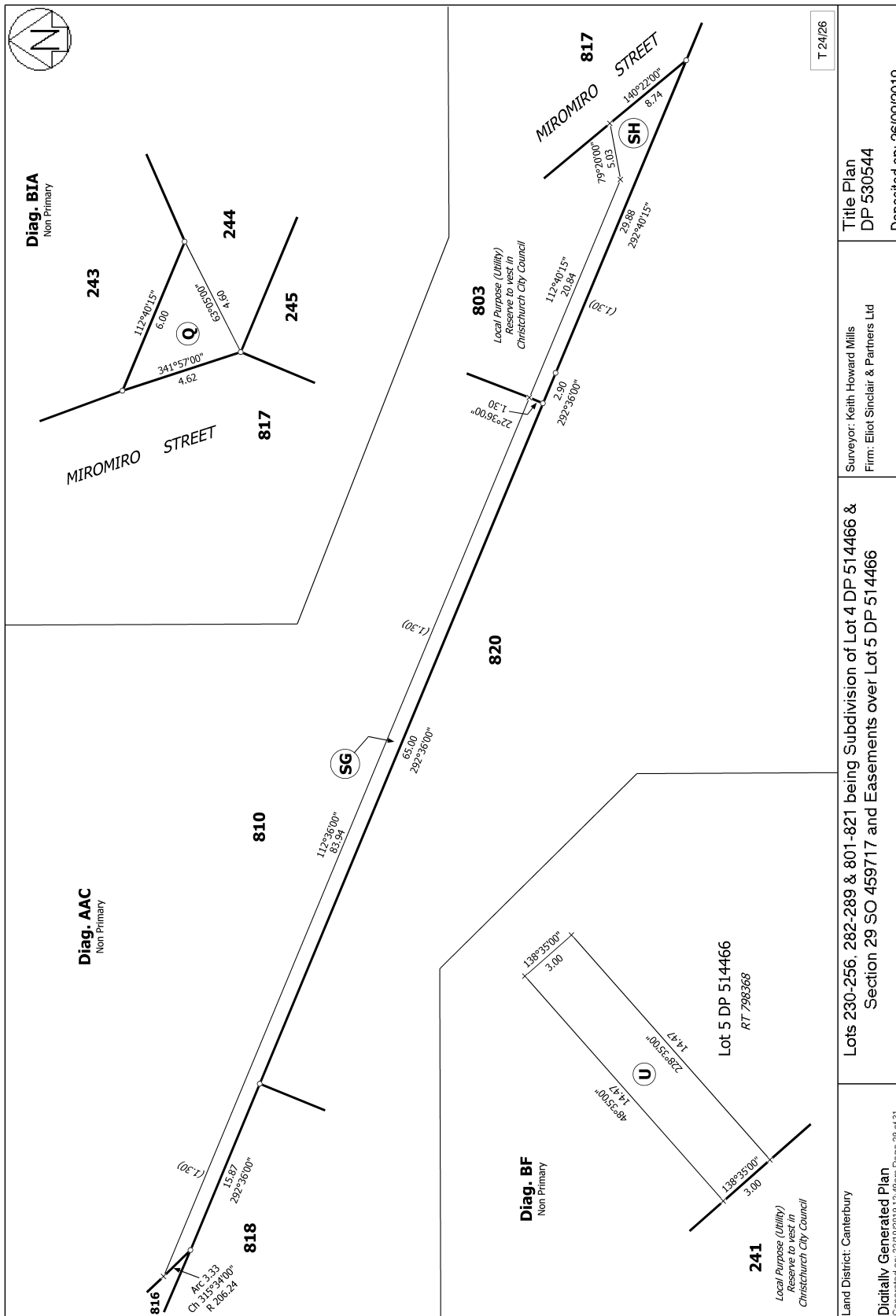


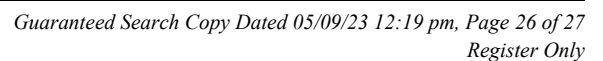


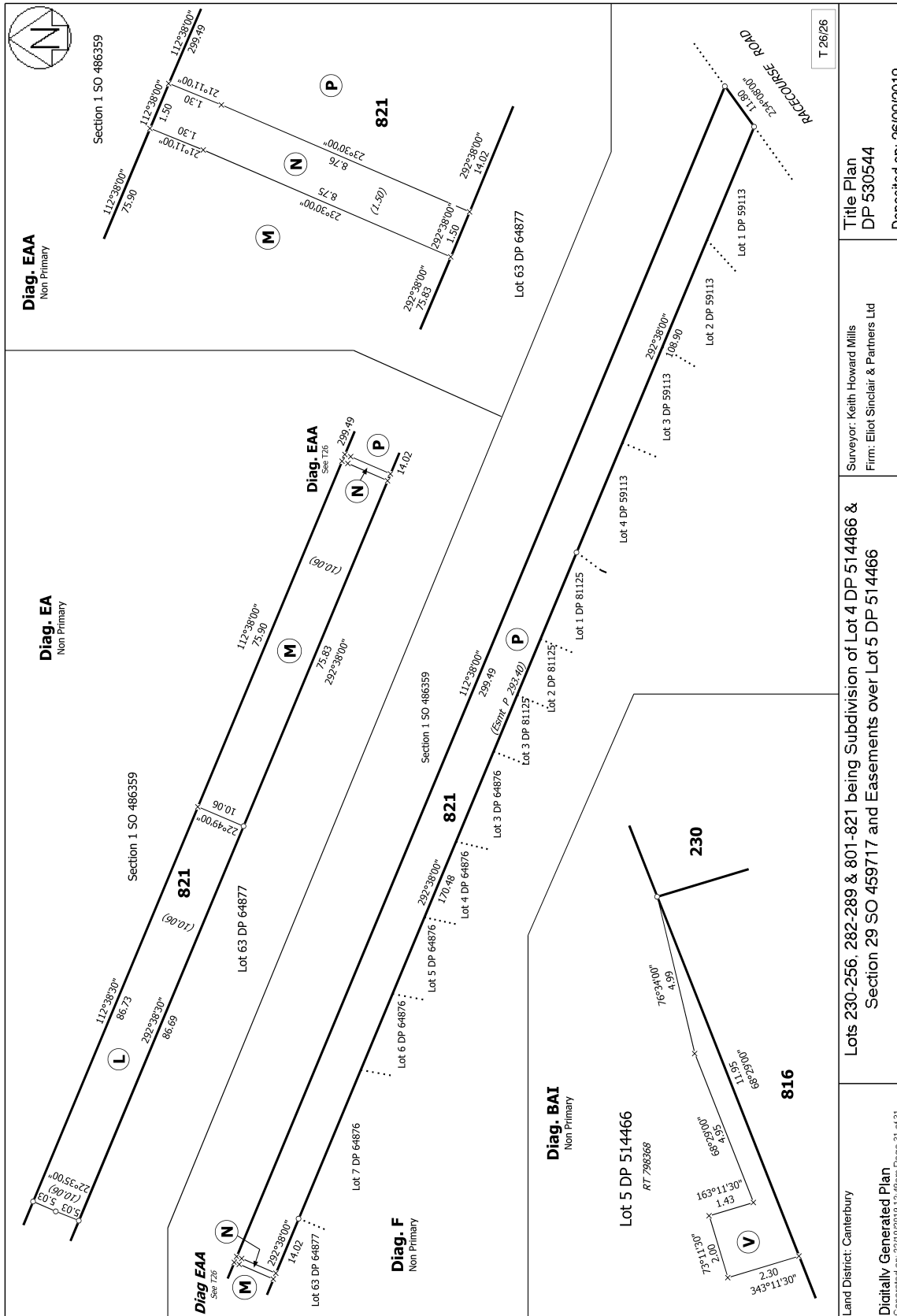












View Instrument Details



Instrument No 11503317.12
Status Registered
Date & Time Lodged 26 September 2019 16:44
Lodged By Glubb, Liam Ross
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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863148	Canterbury
863149	Canterbury
863150	Canterbury
863151	Canterbury
863152	Canterbury
863153	Canterbury
863154	Canterbury
863155	Canterbury
863156	Canterbury
863157	Canterbury
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863160	Canterbury
863161	Canterbury
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863182	Canterbury
863188	Canterbury
863189	Canterbury
863190	Canterbury
863191	Canterbury
863192	Canterbury
863193	Canterbury
863194	Canterbury
863195	Canterbury

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 Liam Ross Glubb as Covenantor Representative on 30/08/2019 10:43 AM

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 Liam Ross Glubb as Covenantee Representative on 30/08/2019 10:43 AM

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

Form 26

Covenant Instrument to note land covenant

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

Covenantor

NGAI TAHU PROPERTY LIMITED

Covenantee

NGAI TAHU PROPERTY 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
Schedule, if required

Continue in additional Annexure

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant		863148 - 863158 (inclusive), 863160 - 863182 (inclusive) and 863188 - 863195 (inclusive)	863148 - 863158 (inclusive), 863160 - 863182 (inclusive) and 863188 - 863195 (inclusive)

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

ANNEXURE SCHEDULE

A INTERPRETATION

For the purposes of this Land Covenant:

"Covenantee" means the Developer and the registered owner of any Lot.

"Covenantor" means the registered owner of any Lot.

"Design Guidelines" means the Developer's architectural and landscaping guidelines provided to Lot owners as it may be amended by the Developer in writing from time to time.

"Developer" means Ngai Tahu Property Limited.

"Development Lots" means lots 806 – 813 (inclusive) comprised in DP 530544.

"Dwelling" means any dwelling, building or other structure situated on a Lot.

"Lots" means lots 230 - 240 (inclusive), 242 – 256 (inclusive), 282 – 289 (inclusive) and 806 – 813 (inclusive) comprised in DP 530544 and **"Lot"** means any one of them.

COVENANTS

The Covenantor covenants with the Covenantee as follows:

1. THE COVENANTOR AND THEIR SUCCESSORS IN TITLE SHALL:

1.1. Subdivision

Not further subdivide any of the Lots, with the exception of the Development Lots, whether by way of cross-lease, unit title, subdivision into separate lots or in any other way PROVIDED HOWEVER that this restriction will not apply to a subdivision which has the effect only of adjusting the boundaries between two adjoining Lots.

1.2. Temporary Accommodation

Not permit or suffer the Lot to be occupied or used as a residence either by the erection of temporary structures or the placing thereon of caravans or other vehicles used for human habitation.

1.3. Use Prior to Completion

Not use the Lot as a residence before a Code Compliance Certificate has been issued by the Christchurch City Council unless section 362V(2) of the Building Act 2004 applies.

1.4. Storage of Vehicles

Not permit any vehicles (including boats, trailers, caravans and motor-homes but excluding a motor car that is used on a regular basis) to be left, parked or stored on the Lot in any structure such as a gazebo, lean-to or carport that is not fully enclosed, nor shall such vehicle be left, parked or stored on the Lot where it is visible from any road.

1.5. Noxious Weeds and Rubbish

Not allow the accumulation or housing of any rubbish, noxious substances, noxious birds or animals which may be likely to cause nuisance or annoyance to the neighbouring occupiers, or permit grass or weeds to grow to such a height as to become unsightly.

1.6. Animals

Not permit any dog or other pet to be kept in or about the Lot which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or

detract from the subdivision, and in particular, without otherwise limiting this restriction, not to keep on or about the Lot any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila. The keeping of pigeons is expressly prohibited.

1.7. Signs

Not permit any advertisement, sign or hoarding of a commercial nature (excluding a professionally made "For Sale" sign) to be erected on any part of the Lot or Dwelling, PROVIDED HOWEVER that the Developer shall, at its discretion, be entitled to exempt one or more Lots of its choice from this restriction for a maximum period of two years after the date that DP 530544 is deposited.

1.8. New Materials

Not erect or permit to be erected on the Lot any Dwelling using anything other than new materials PROVIDED THAT second-hand bricks may be allowed for exterior cladding at the Developer's discretion. No pre-lived in or pre-built Dwelling, either in whole or in part, shall be transported on to the Lot.

1.9. Non-permitted Cladding Materials

Not construct any Dwelling on the Lot with an external cladding of unrelieved flat sheet fibrolite, hardiflex or similar materials PROVIDED THAT this restriction shall not apply to the cladding of soffits or gable ends.

1.10. Painting

Not leave the outside of any Dwelling unfinished, or any exterior walls or doors unpainted or unstained PROVIDED THAT this clause shall not apply where natural timber cladding or decorative brick, stone or concrete are used.

1.11. Building Materials

Not use as a roofing material any material other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel) of a single colour or pre-painted long-run pressed steel (the use of zinalume shall not be permitted) or any building materials which are highly reflective (including reflective window coatings). Preferred building materials are detailed in the Design Guidelines.

1.12. Fencing Materials

Not erect or permit to be erected on the Lot any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron, or metal sheeting.

1.13. Boundary Fencing

(a) Compliance with District Plan and Fencing Covenants

The Covenantor must at all times ensure they comply with the rules in the Christchurch District Plan as well as the provisions contained in this clause 1.13 as it relates to fencing of the Lot. The Covenantee does not warrant that any fence complying with these covenants will also comply with the District Plan and as such it is the Covenantor's responsibility to ensure they are at all times compliant with the District Plan. For the avoidance of doubt even if the Covenantor applies for and receives a resource consent from the Christchurch City Council in relation to fencing of the Lot, they must still also comply with the provisions contained in this clause 1.13.

(b) Interpretation

For the purposes of clause 1.13, the following words and phrases mean:

"Double-Frontage Lots" means Lots 246, 255 and 289 and **"Double Frontage Lot"** means any one of them.

"Maximum Length" means 50% of the length of the Road Boundary or a Right of Way Boundary.

"Pool Fence" means a transparent metal fence in the style of swimming pool fences (also known as Warner Fencing).

"Reserve Boundary" means a boundary between a Lot and any of Lots 801 – 805 (inclusive) on DP 530544 and Lot 5 on DP 514466.

"Right of Way Boundary" means a boundary between area 'B' on DP 530544 and the balance of Lot 282 and Lots 283 – 289 (inclusive); and a boundary between area 'A' on DP 530544 and the balance of Lot 251 and Lots 247 – 254 (inclusive).

"Road Boundary" means a boundary between a Lot and any legal road, which does not include a Right of Way Boundary.

"Side Boundary" means a boundary between a Lot and an adjoining Lot that is not a Road Boundary, Right of Way Boundary or a Reserve Boundary and **"Side Boundaries"** means more than one of them.

"Total Length" means the total length of the fence taken in a line parallel to any legal road.

"Transparent" means being able to be seen through either because no solid construction is present or because there are spaces between the elements used in the construction that are at least the same width as the elements themselves.

The diagrams in Schedules A and B are intended to illustrate fences which comply with this clause 1.13, but are not the only complying design.

(c) **Road Boundary Fencing for Lots 232 – 240 (inclusive) and Right of Way Boundary Fencing for Lots 247 – 251 (inclusive) and 282 – 289 (inclusive)**

The Covenantor shall not permit any fence or other structure (other than a letterbox) to be erected in the area between the Road Boundary or Right of Way Boundary (as the case may be) and a line drawn parallel to the Road Boundary or Right of Way Boundary at the point where the Dwelling is at its closest to the Road Boundary or Right of Way Boundary.

(d) **Permitted Road Boundary Fencing for Lots 242 – 246 (inclusive), 255, 256 and 289 and Right of Way Boundary Fencing for Lots 252 – 254 (inclusive)**

The Covenantor shall be permitted to erect one fence (or on Double-Frontage Lots, up to two fences) between the Dwelling and the Road Boundary provided that the fence or fences are erected at least 1 metre from the Road Boundary and they comply with the following requirements:

- (i) The fence or fences are constructed using primarily the same materials as the external walls of the Dwelling or stained timber; and
- (ii) The fence or fences are either no higher than 0.8 metres above finished ground level, or if the fence or fences are higher than 0.8 metres then for at least half of the length (or combined length where more than one fence is erected) of the fence is Transparent; and
- (iii) The Total Length of the fence does not exceed the Maximum Length. By way of illustration, the Developer acknowledges that the following types of fences will comply with this restriction notwithstanding that in overall length they may exceed the Maximum Length:
 - a) a curved fence. Diagrams of complying curved fences appear as Example 1 and Example 2 on Schedule A; and

- b) a fence which is parallel to the boundary but has a return. Diagrams of complying fences with returns appear as Example 3 and Example 4 on Schedule A.

Where two fences are erected on a Lot, their combined measurement shall not exceed the Maximum Length; and

- (iv) The fence or fences are no higher than 1.2 metres above finished ground level PROVIDED THAT on Double-Frontage Lots the fence or fences may be up to 1.8 metres high for up to half of the Maximum Length. A diagram of a complying fence on a Double-Frontage Lot appears on Schedule B; and
- (v) The Developer reserves the right to exempt certain Lots (predominantly those with a generally north and west facing Road Boundary) from the maximum height limit of 1.2 metres referred to in subclause (iv) where the Developer considers that such a height limit restricts the occupant's ability to preserve reasonable privacy. Where any fence that does not comply with the height limit in subclause (iv) was erected prior to 30 June 2020 it shall be deemed to have been consented to by the Developer.

(e) **Permitted Road Boundary Fencing for Lot 230**

The Covenantor shall be permitted to erect one solid fence provided that the fence is erected at least 1 metre from the Road Boundary and it complies with the following requirements:

- (i) The fence is constructed using primarily the same materials as the external walls of the Dwelling or stained timber; and
- (ii) The fence is no higher than 1.8 metres above finished ground level; and
- (iii) The Total Length of the fence does not exceed the Maximum Length.

(f) **Permitted Road Boundary Fencing for Lot 231**

The Covenantor shall be permitted to erect fencing for the Lot which is in accordance with that as provided for in consent RMA/2018/1301/B.

(g) **Permitted Road Boundary Fencing for Lots 282 – 288 (inclusive)**

Where the Developer has, as part of the development of these Lots, installed a Pool Fence on the Road Boundary, the Covenantor shall not remove or modify the Pool Fence, nor build or permit to be built any building or structure within 2 metres of the Road Boundary. In this context, a building or structure shall not include a swimming pool or any structure the sole purpose of which is for landscaping, but shall include any additional fencing.

(h) **Side Boundary Fences**

- (i) Not permit any fence to be erected on the common Side Boundaries of any Lot within 1 metre of the point where the Side Boundary meets the Road Boundary or a Right of Way Boundary; and
- (ii) Not permit a fence to be erected on the Side Boundary unless the fence is 1.2m in height at the point where it meets the boundary with any Reserve Boundary and is raked at an angle of 30 degrees until it reaches its maximum height of 1.8 metres.

(i) **Reserve Boundary Fences**

Where the Developer has, as part of the development of the Lot, installed a Pool Fence on a Reserve Boundary, the Covenantor shall not remove or modify the Pool Fence, nor build or permit to be built any building or structure within 2 metres of the Reserve Boundary PROVIDED THAT the

Covenantor of Lots 242, 251 and 256 may build a building or structure up to 1 metre from the Reserve Boundary if approved to do so by the Developer. In this context, a building or structure shall not include a swimming pool or any structure the sole purpose of which is for landscaping, but shall include any additional fencing.

(j) Road Boundary Fencing of the Development Lots

The Covenantor of any Development Lots shall not permit any fence or other structure to be erected on the boundary between any of the Development Lots (or any lot subsequently issued by subdivision) and a Road Boundary and/or a Right of Way Boundary other than a fence approved by the Developer under clause 1.18, and complying with a resource consent granted for the comprehensive development of any of the Development Lots, nor shall the Covenantor remove or modify any such approved fence (or other structure).

(k) Additional Fencing of Lots 806 – 808 (inclusive) and 810

- (i) The Covenantor of Lot 808 shall be permitted to erect a non-transparent timber fence no greater than 2.0 metres above finished ground level along the entire length of the boundary between the Lot and Carmen Road.
- (ii) The Covenantor of each of Lots 806, 807, 808 and 810 shall be permitted to erect a timber fence no greater than 1.8 metres above finished ground level along the entire length of the boundary between each of these Lots and lots 818 and 820 on DP 530544 and it complies with the following requirements:
 - a) Such fence may be constructed of non-transparent material to a height no greater than 1.2m; and
 - b) Such part of the fence constructed between a height of 1.2 metres and 1.8 metres above finished ground level shall be Transparent and constructed of horizontal trellis.

1.14. Letterbox

Not erect a Dwelling without contemporaneously erecting a new letterbox of a design, colour and cladding consistent with the Dwelling, or as approved by the Developer in accordance with clause 1.18.

1.15. Completion of Landscaping, Driveways and Paths

Not permit the Dwelling to be occupied unless all driveways and paths are completed in permanent materials, all wooden boundary fences are stained or painted, and all unpaved areas are properly grassed or landscaped.

1.16. Satellite Dishes

Not place or allow to be placed on the Lot or Dwelling any aerials or satellite dishes unless the same comply with the following requirements:

- (a) have a maximum diameter of one metre; and
- (b) are situated at least four metres from the front façade of the Dwelling; and
- (c) are mounted below the ridgeline of the roof of the Dwelling.

1.17. Garden Ornamentation, Gas Bottles, Rubbish Bins and Clothes

Not place or allow to be placed on the Lot or Dwelling any brightly painted or decorated ornaments or fixtures, gas bottles, rubbish and/or recycling bins which are reasonably visible by any person standing on the footpath of any legal road or right of way, or allow any washing or other articles to be hung for drying or any

other purpose, either inside or outside of the upstairs part of any two storey Dwelling, where it is visible from outside the boundaries of the Lot.

1.18. Developer to Approve Plans

Not commence any work on the Lot:

- (a) without submitting to the Developer and receiving its approval for all building plans, including site plans (showing the position of the vehicle crossing), specifications, fencing and landscaping plans (which shall be prepared by a qualified landscape designer and builder). Sole discretion lies with the Developer in approving building and site plans, specifications, fencing and landscaping plans, which shall comply with the Design Guidelines provided by the Developer to the Developer's satisfaction; and
- (b) which does not conform to the plans approved by the Developer. Any variation to or deviation from the approved plans will be a breach of this clause and subject to the provisions of clause 3.

PROVIDED THAT this clause 1.18 will cease to apply and be of no further effect from the date that a Code Compliance Certificate is issued for the first Dwelling to be built on the Lot if such Code Compliance Certificate relates to a Dwelling approved of by the Developer in accordance with this clause 1.18,

AND FURTHER PROVIDED THAT the Covenantor acknowledges that the Developer has no legal responsibility or liability for the enforcement, enforceability or applicability of these covenants, nor does the Developer undertake to enforce or monitor compliance with these covenants on an ongoing basis.

1.19. Construction Fencing

Not commence construction on the Lot until temporary fencing has been erected on the entire length of all unfenced boundaries. The temporary fence must comprise removable wire or shade cloth (or other see-through material), be a minimum of 1.2 metres in height and have a rigid frame and in all circumstances be acceptable to the Developer at their sole discretion, and provide only one vehicle access to the Lot from the road or right-of-way.

1.20. Construction Zone Areas

Not commence construction on the Lot until a vehicle crossing of no more than four metres in width has been installed in a position approved by the Developer, the kerb cut down at the crossing and the driveway from the road to the Lot formed and suitably based PROVIDED THAT such crossing width stated in this clause 1.20 shall not apply to the Development Lots whose vehicle crossing must be approved by the Developer under clause 1.18. The Covenantor shall not make any use of the adjoining Lots (whether occupied or not) any berms (except at designated crossings) or footpaths for construction work or for access by vehicles.

1.21. Health and Safety Requirements

Not permit any construction unless the building site complies at all times with the requirements of the Health and Safety at Work Act 2015 (and its amendments) or any enactment passed in its substitution.

1.22. Delivery of Materials

Not undertake or permit during the course of construction the loading, unloading, delivery or storage of building materials other than within the boundaries of the Lot.

1.23. Building Rubbish

Not carry out any construction unless an adequate rubbish skip is present at all times (and regularly emptied or replaced) nor allow during the course of construction any rubbish to blow outside the boundaries of the Lot.

1.24. Washing of Vehicles

Not during the course of construction allow any vehicles to be washed down other than within the boundaries of the Lot, provided such washing does not contravene any rules, requirements or standards of the Christchurch City Council and/or Environment Canterbury.

1.25. Portable Toilet Facility

Not permit the Covenantor's construction workers or contractors to use the Lot or any other area on DP 530544 for toileting purposes. Prior to construction commencing, the Covenantor shall provide a suitable portable toilet facility for use by the Covenantor's construction workers and contractors.

1.26. Entrance Features

- (a) In respect of Lots 806 and 231 maintain the stone and wooden entrance features that are or are to be constructed as part of the entrance situated in areas shown as 'TA' and 'TB' respectively on DP 530544 in a clean and tidy condition.
- (b) The Covenantor shall not place, erect or permit to be placed or erected any structure or any plant to grow upon the Lot which will obscure the visibility of the entrance features.
- (c) Notwithstanding the foregoing the Covenantor agrees to allow the Covenantee the right at any time and at all times to inspect, maintain, repair, remove and replace the entrance feature.

2. DISPUTE RESOLUTION

- 2.1.** Except as it relates to the exercise of any discretion, opinion, approval or consent requested of the Developer under these covenants, if any dispute arises between the parties concerning the covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.
- 2.2.** If the dispute is not resolved within twenty working days of the date on which the parties began 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.
- 2.3.** If an arbitrator cannot be agreed upon within a further ten days, then an independent arbitrator will be appointed by the President for the time being of the Canterbury branch of the New Zealand Law Society.
- 2.4.** Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.

3. DEFAULT PROVISIONS

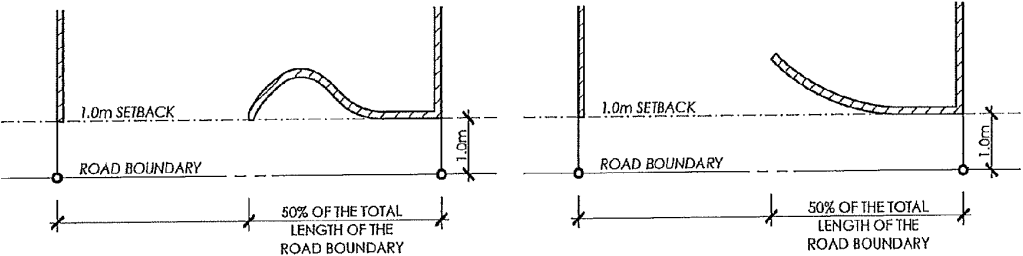
- 3.1.** If there should be any breach or non-observance of any of these covenants and without prejudice to any other liability which the Covenantor may have to any person having the benefit of this covenant, the Covenantor will upon written demand being made by the Developer or any Covenantee:
 - (a) Pay to the person making such demand as liquidated damages the sum of \$100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made.
 - (b) Remove or cause to be removed from the Lot any Dwelling, vehicle, garage, building, fence or other structure erected or placed on the Lot in breach or non-observance of the above covenants.
 - (c) Replace any building materials used in breach or non-observance of the above covenants.

- 3.2. Any demand made by a Covenantee will be deemed to have been served to the Covenantor if sent to the Covenantor's postal address of the Lot, or where the Lot is a vacant section, the demand will be deemed to have been properly served if sent to the e-mail address of the lawyer or law firm that signed and certified the transfer of the Lot to the Covenantor.

4. AUTOMATIC CANCELLATION

The covenants in this instrument will immediately cease to apply to any Lot (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

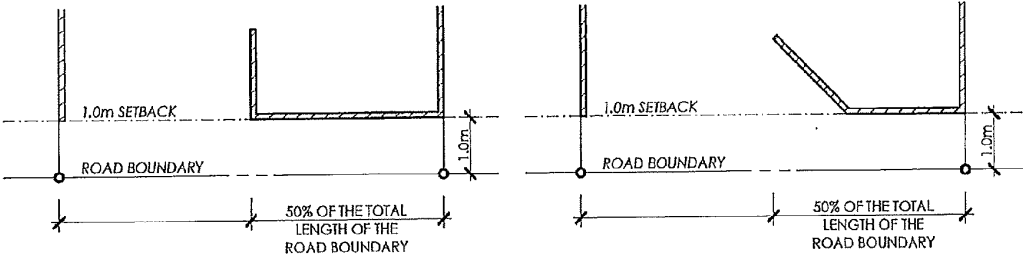
SCHEDULE A



EXAMPLE 1
PLANS -
PERMITTED ROAD BOUNDARY FENCE WTH CURVE
REFER FENCING COVENANT CLAUSES: 1.13(d)iii) a)

SCALE: 1 : 100

EXAMPLE 2
NOTE: THE TOTAL LENGTH MEANS THE
TOTAL LENGTH OF THE FENCE TAKEN IN A
LINE PARALLEL TO THE ROAD BOUNDARY

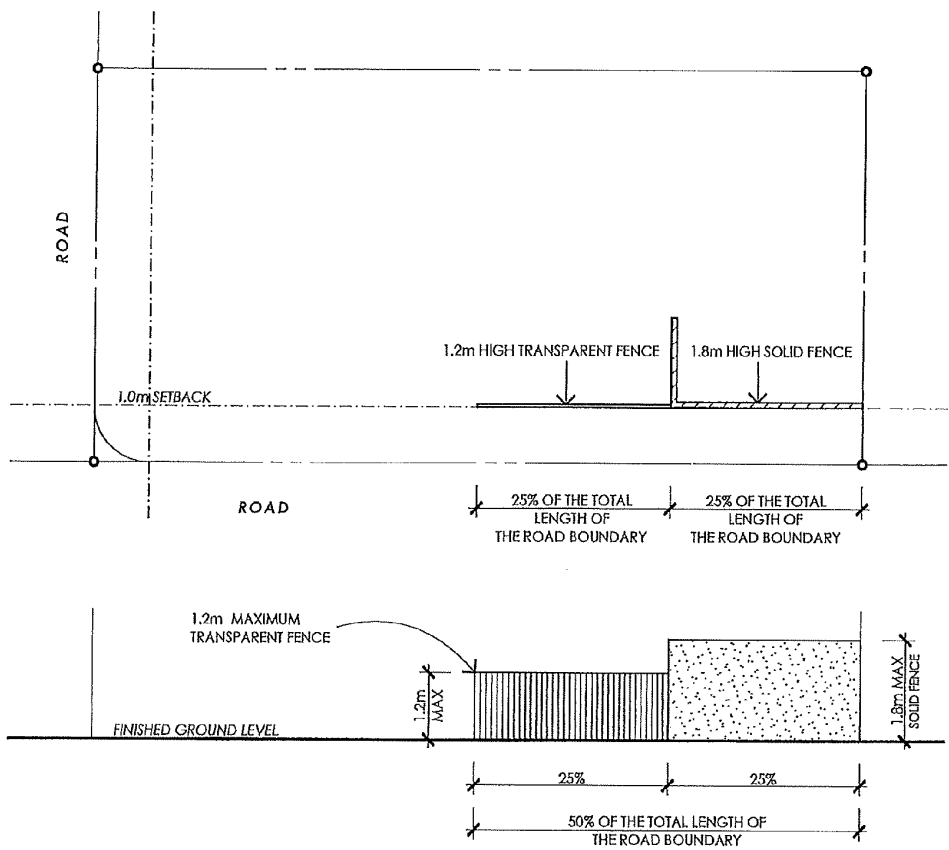


EXAMPLE 3
PLANS -
PERMITTED ROAD BOUNDARY FENCE WTH RETURN
REFER FENCING COVENANT CLAUSES: 1.13 (d)iii) b)

SCALE: 1 : 100

EXAMPLE 4
NOTE: THE TOTAL LENGTH MEANS THE
TOTAL LENGTH OF THE FENCE TAKEN IN A
LINE PARALLEL TO THE ROAD BOUNDARY

SCHEDULE B



PLAN AND ELEVATION -
PERMITTED ROAD BOUNDARY FENCE FOR DOUBLE FRONTAGE LOTS

REFER FENCING COVENANT CLAUSES: 1.13(d)iv)

SCALE: 1 : 100

NOTE: THE TOTAL LENGTH MEANS THE
TOTAL LENGTH OF THE FENCE TAKEN IN A
LINE PARALLEL TO THE ROAD BOUNDARY

View Instrument Details



Instrument No 10935601.2
Status Registered
Date & Time Lodged 01 February 2018 15:27
Lodged By Sewell, Rose Margaret
Instrument Type Encumbrance



Affected Computer Registers Land District

798365	Canterbury
798367	Canterbury

Annexure Schedule: Contains 8 Pages.

Encumbrancer Certifications

I certify that I have the authority to act for the Encumbrancer 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 Stephanie Elizabeth Muller as Encumbrancer Representative on 01/02/2018 01:40 PM

Encumbrancee Certifications

I certify that I have the authority to act for the Encumbrancee 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 Stephanie Elizabeth Muller as Encumbrancee Representative on 01/02/2018 01:40 PM

*** End of Report ***

Form E

Encumbrance instrument

(Section 101 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
798365 798367	All	Lots 2 and 4 DP 514466

Encumbrancer

THE TRUSTEES OF THE CHRISTCHURCH RACECOURSE

Encumbrancee

THE TRUSTEES OF THE CHRISTCHURCH RACECOURSE

Estate or interest to be encumbered

Insert e.g. Fee simple; Leasehold in Lease No. etc.

Fee simple

Encumbrance Memorandum Number

Not applicable

Nature of security

State whether sum of money, annuity or rentcharge and amount

Rentcharge of ONE DOLLAR (\$1) per annum and such other sums of money as are payable by the Encumbrancer to the Encumbrancee pursuant to this Encumbrance

Encumbrance

Delete words in [], as appropriate

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the ~~[above Encumbrance Memorandum]~~ Annexure Schedule(s) and so as to incorporate in this Encumbrance the terms and other provisions set out in the ~~[above Encumbrance Memorandum]~~ and Annexure Schedule(s) for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this Encumbrance.

Form E *continued*

Terms

1 Length of term: 999 years 2 Payment date(s): 1 July in each year in respect of rentcharge, and in respect of any other sum of money, within 10 working days after written demand for such sum is made by the Encumbrancee to the Encumbrancer 3 Rate(s) of interest: The interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5 per cent per annum 4 Event(s) in which the sum, annuity or rentcharge becomes payable: If demanded by the Encumbrancee 5 Event(s) in which the sum, annuity or rentcharge ceases to be payable: N/A
--

Covenants and conditions

Continue in Annexure Schedule(s), if required

See Annexure Schedule

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

Sections 154 and 156 of the Land Transfer Act 1952, Sections 23, 203-205, 289-290 and 301-302 of the Property Law Act 2007 and Section 12 of the Contract and Commercial Law Act 2017 shall apply to this instrument but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent-chargee) the Encumbrancee and its successors and assigns shall not be entitled to any of the powers and remedies given to encumbrancees by the Land Transfer Act 1952 or to mortgagees under the Land Transfer Act 1952 or the Property Law Act 2007.

ANNEXURE SCHEDULE

COVENANTS

- 1 In the interpretation of this Encumbrance, unless the context otherwise requires:
 - 1.1 "Default Interest rate" means the rate of interest specified on the second page of this Encumbrance.
 - 1.2 "Encumbrance" means this encumbrance instrument.
 - 1.3 "Encumbrancer" includes the assigns and successors in title of the Encumbrancer.
 - 1.4 "Encumbrancee" includes the assigns and successors in title of the Encumbrancee.
 - 1.5 "Encumbrancee's Land" means the land described as Section 1 SO 486359, contained in computer freehold register 806752.
 - 1.6 "Land" means the land referred to on the first page of this Encumbrance.
 - 1.7 "Term" means the term specified on the second page of this Encumbrance.
 - 1.8 "Working Day" a day excluding Saturdays, Sundays, statutory holidays in the location of the Land, and any day in the period commencing on the 23rd day of December in any year and ending on the 10th day of January in the following year both days included.
 - 1.9 A reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations.
 - 1.10 References to clauses are to clauses of this Encumbrance.
 - 1.11 Where a word or expression is defined in this Encumbrance, other parts of speech and grammatical forms of that word or expression have corresponding meanings.
 - 1.12 References to "written" or "in writing" include all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form.
 - 1.13 References to monetary amounts are to New Zealand currency.
 - 1.14 The illegality, invalidity or unenforceability of any provision in this Encumbrance shall not affect the legality, validity or enforceability of any other provision.
 - 1.15 The singular includes the plural and vice versa, and words importing one gender include the other genders.
- 2 The Encumbrancer encumbers the Land for the benefit of the Encumbrancee for a term of 999 years commencing on the date of registration of this Encumbrance with an annual rent charge of \$1 plus goods and services tax payable under the Goods and Services Tax Act 1985 to be paid annually in arrears on 1 July in each year if demanded by the Encumbrancee by that date commencing on the date of registration of this Encumbrance.
- 3 The Encumbrancer covenants that the Encumbrancer will, at all times:

ANNEXURE SCHEDULE

- 3.1 ensure that the Encumbrancer, the Encumbrancer's employees, agents, invitees and contractors, and any other person on or accessing the Land from time to time do not in any way interfere with, interrupt, or cause nuisance to the operations and activities undertaken on the Encumbrancee's Land;
- 3.2 not, raise or make any objection, opposition, protest, appeal, or petition in respect of the operations and activities undertaken on the Encumbrancee's Land (and the Encumbrancer will not encourage, either directly or indirectly, any third party to do so), including, without limitation:
- (a) the operation of the Riccarton Park Function Centre;
 - (b) irrigation;
 - (c) vehicles accessing the Encumbrancee's Land;
 - (d) the use of machinery and tractors;
 - (e) contractors working on the Encumbrancee's Land;
 - (f) any lighting systems which may be installed at the Encumbrancee's Land, and their operation thereon;
 - (g) invitees of the Encumbrancee parking vehicles on the roads surrounding the Land and the Encumbrancee's Land;
 - (h) horses being paddocked, stabled, trained, raced, or grazed on the Encumbrancee's Land;
 - (i) the presence of flies, including any flies which may come onto the Land from the Encumbrancee's Land;
 - (j) the application of fertilisers on the Encumbrancee's Land;
 - (k) the use of the Encumbrancee's Land at all hours and at all times of the year;
- 3.3 ensure that any building, structure and other improvements that may be erected, placed, or brought onto the Land does not use or comprise any highly reflective materials (such as Zinalume roofing or reflective window coatings);
- 3.4 ensure that no lights, lasers, or reflections of light which are likely to cause interruption or interference with the Encumbrancee's racing activities are directed towards the racing track on the Encumbrancee's Land;
- 3.5 ensure that no fireworks or other explosive devices are lit, let off, or fired on the Land where the Land (or any part thereof) is within 100 metres of the Encumbrancee's Land;
- 3.6 keep and maintain adequate fencing along the boundary where Lots 27 to 36 (inclusive), 151 and 152 on Deposited Plan 518068 adjoin the Encumbrancee's Land, such fencing to:

ANNEXURE SCHEDULE

- (a) be of a standard first approved by the Encumbrancee (acting reasonably) prior to the initial erection of such fencing (with such fencing to be maintained at such approved standard, and with any future replacement fencing to also meet such approved standard);
 - (b) prevent the Encumbrancer, the Encumbrancer's employees, agents, invitees and contractors, and any other person on or accessing the Land from climbing over the fencing onto the Encumbrancee's Land; and
 - (c) not contain any gates for access onto the Encumbrancee's Land from the Land;
- 3.7 indemnify (and keep indemnified) the Encumbrancee against any loss, claim, damage, expense, liability or proceeding suffered or incurred at any time by Encumbrancee as a direct or indirect result of any breach of the covenants contained in this Encumbrance.
- 4 The rent charge under this Encumbrance secures the due performance of the obligations under this Encumbrance, including (without limitation) under clause 3, throughout the Term. The Encumbrancer acknowledges and agrees that the terms of this Encumbrance are of a permanent nature, and the Encumbrancer shall not be entitled to a discharge of this Encumbrance during the Term, whether by payment of the total amount secured by this Encumbrance or otherwise.
- 5 This Encumbrance is binding on all transferees, tenants, lessees, mortgagees, chargeholders of any estate or interest in the Land and their respective successors in title and assigns. Where this Encumbrance binds or benefits a party, it shall bind or benefit that party jointly and severally.
- 6 The Encumbrancer shall only be liable under this Encumbrance for any breach of this Encumbrance occurring while that Encumbrancer is the registered proprietor of the Land.
- 7 No delay or failure by the Encumbrancee to enforce performance of any term of this Encumbrance and no indulgence granted to the Encumbrancer by the Encumbrancee shall prejudice the rights of the Encumbrancee to enforce any of the terms of this Encumbrance.
- 8 The Encumbrancee consents to the registration of any of the following instruments executed by the Encumbrancer in respect of the Land or any part of the Land, but without prejudice to the Encumbrancee's rights under this Encumbrance:
 - 8.1 the registration of a transfer of the Land or any part of the Land (section 90 Land Transfer Act 1952);
 - 8.2 the creation, variation or surrender of an easement (section 90E(3) Land Transfer Act 1952);
 - 8.3 the creation, variation or discharge of a mortgage instrument or priority of mortgages (section 101, 102(4) and section 103(3) Land Transfer Act 1952);
 - 8.4 the registration of a lease, a lease variation instrument or the surrender of a lease, (sections 115(4), 116(7) and 120 Land Transfer Act 1952);

ANNEXURE SCHEDULE

- 8.5 the disposal of a licence or shares to which the licence relates (section 121(1) Land Transfer Act 1952);
- 8.6 the deposit of a plan of subdivision in respect of the Land (section 167 Land Transfer Act 1952) (including the release of this Encumbrance in respect of any part of the Land which is vested as public road or reserve, or which is transferred to an electricity operator under the Electricity Act 1992 for use as an electricity kiosk); and
- 8.7 the creation, variation or surrender of a Land Covenant (whether created by an Easement Instrument or a Covenant Instrument);

and this consent shall be deemed to be the consent of the mortgagee (which term includes encumbrancee), as specified in the Land Transfer Act 1952, to the registration of a particular instrument specified in clauses 8.1 to 8.7. If it is determined that written consent is required from the Encumbrancee (rather than deemed consent under this clause) then the Encumbrancee shall as soon as practical at the request of the Encumbrancer, give that written consent.

- 9 If any person challenges the enforceability of this instrument, or for any reason this instrument is required to be discharged or removed from the computer freehold register(s) of the Land, while the obligations under this instrument are, or would be, on the face of the wording of this instrument still required to be performed or observed, then the Encumbrancer agrees to accept, execute, deliver, and register against the computer freehold register(s) of the Land (if applicable) any documents, and to do all other things, as are reasonably required by the Encumbrancee to secure the due performance and observance of the obligations expressed to operate under this instrument on the face of the wording of this instrument
- 10 If the Encumbrancer defaults in payment of the rentcharge or other moneys payable under this Encumbrance for 10 working days then the Encumbrancer shall pay on demand interest at the Default Interest Rate on the moneys unpaid from the due date for payment to the date of payment.
- 11 The Encumbrancer and Encumbrancee shall use their best endeavours to avoid disputes and they will actively, openly and in good faith discuss any dispute or difference arising out of and from this Encumbrance with a view to a prompt resolution. If any dispute remains unresolved then such dispute shall be referred to expert determination based on the procedures set out below, with any party able to initiate the expert determination by giving written notice to the other parties:
- 11.1 the expert, who must be a person with relevant experience having regard to the particular subject matter in dispute, shall be a person agreed on by the disputing parties, but if the disputing parties cannot agree on one within 5 working days of the expert determination having been initiated then the expert shall be appointed by the President or his or her nominee for the time being of the Canterbury-Westland District Law Society or its successor whose decision shall be final and binding on the disputing parties;
- 11.2 by accepting appointment the expert:
- (a) confirms that the appointment does not give rise to any conflict of interest or circumstance which is likely to lead to a presumption of bias;

ANNEXURE SCHEDULE

- (b) agrees to comply with the requirements placed on an appointee by this clause;
- 11.3 if the expert fails to act, or is or becomes incapable of acting, or dies, then any party may give notice to the others requiring a replacement expert to be appointed. In such a case the appointment process in clause 11.1 is to be used. If necessary, this provision for the appointment of a replacement expert may be used on more than one occasion;
- 11.4 within 30 working days of the expert's appointment the parties must each provide the expert with written submissions and with any relevant supporting material. As soon as the expert has received all of the submissions the parties must exchange submissions and will have a further 15 working days within which to make a further written submission. The expert must then begin the determination promptly;
- 11.5 the expert is to act as an expert and not as an arbitrator and accordingly the parties expressly agree that the provisions of the Arbitration Act 1996 do not and shall not apply to this process. While being required to consider the written submissions of the parties and take them into account, the expert may also:
 - (a) rely on his or her own knowledge, skill and experience in relation to the matter in dispute; and
 - (b) make his or her own enquiries without reference to the parties;
- 11.6 the expert may:
 - (a) arrange to meet with the parties either together or alone to discuss the dispute;
 - (b) require the parties to provide such evidence as he or she considers necessary to determine the dispute;
 - (c) establish procedures and a timetable for the conduct of the determination;
 - (d) impose time constraints on the disputing parties;
 - (e) determine whether the dispute hearing should take place by telephone or video conference call or with the disputing parties physically present in New Zealand at a time and place to be determined by the parties;
- 11.7 the expert must give his or her determination as soon as practicable;
- 11.8 the expert must give his or her determination in writing, with reasons unless the parties mutually agree otherwise;
- 11.9 the expert may decide how the reasonable costs, fees and other expenses (including the solicitor/client costs) of the parties in relation to the determination are to be borne, however if the expert makes no decision as to costs, the parties are to share them equally;
- 11.10 the parties agree to be bound by the expert's determination;

ANNEXURE SCHEDULE

11.11 the parties and the expert agree in relation to all information disclosed to them, or coming to their knowledge in the course of the determination (including communications between them):

(a) to keep that information confidential; and

(b) not to use that information for any purpose other than settling the dispute;

11.12 for the purposes of the dispute determination process above the parties in dispute agree to submit to the jurisdiction and law of New Zealand.

12 Notwithstanding anything to the contrary set out at clause 11 the parties shall be entitled to mutually agree to refer the matter to any other alternative dispute resolution mechanism mutually agreed upon or to revert to arbitration by the appointment of a sole arbitrator to be agreed between the parties and failing agreement as appointed by the President or his or her nominee of the Canterbury-Westland District Law Society or its successor who shall determine any dispute in accordance with the Arbitration Act 1996 and the substantive law of New Zealand.

View Instrument Details



Instrument No 11503317.13
Status Registered
Date & Time Lodged 26 September 2019 16:44
Lodged By Glubb, Liam Ross
Instrument Type Easement Instrument



Affected Records of Title	Land District
---------------------------	---------------

863161	Canterbury
863162	Canterbury
863164	Canterbury
863165	Canterbury
863166	Canterbury
863167	Canterbury
863168	Canterbury
863169	Canterbury
863170	Canterbury
863171	Canterbury
863172	Canterbury
863175	Canterbury
863176	Canterbury
863177	Canterbury
863178	Canterbury
863179	Canterbury
863180	Canterbury
863181	Canterbury
863182	Canterbury
863194	Canterbury
863195	Canterbury

Annexure Schedule Contains 3 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 ☒

I certify that the Encumbrancee under Encumbrance 10935601.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Liam Ross Glubb as Grantor Representative on 30/08/2019 10:43 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 Liam Ross Glubb as Grantee Representative on 30/08/2019 10:44 AM

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

NGAI TAHU PROPERTY LIMITED

Grantee

NGAI TAHU PROPERTY LIMITED

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* 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 Easement, or <i>profit</i>	Shown (plan reference) 530544	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way and rights to convey electricity, telecommunications and water and rights to drain sewage and water	Q	Lot 244 DP 530544 (RT 863162)	Lot 243 DP 530544 (RT 863161)
	A	Lot 251 DP 530544 (RT 863169)	Lots 246 – 250 (inclusive) and 252-254 (inclusive) DP 530544 (RT 863164 – 863168 (inclusive) and 863170 – 863172 (inclusive))
	B	Lot 282 DP 530544 (RT 863175)	Lots 283 – 289 (inclusive), 812 and 813 DP 530544 (RT 863176 – 863182 (inclusive), 863194 and 863195)

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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]~~

[the provisions set out in Annexure Schedule]

ANNEXURE SCHEDULE

Continuation of Rights and Powers

- 1.1. Where there is a conflict between the provisions of Schedule Five of the Land Transfer Regulations 2018 (**Regulations**) and Schedule Five of the Property Law Act 2007 the provisions of the Regulations shall prevail.
- 1.2. No power is implied in this easement instrument for the grantor to determine any of the grantee's rights for breach of any provision in this easement instrument (whether express or implied) or for any other cause, it being the intention of the parties that the easements shall subsist for all time unless surrendered.

Maintenance of Koral Lane

- 2.1 The provisions of clause 11 of the Regulations (**Clause 11**) shall not apply to any land for which a separate title is issued following a subdivision of lots 812 and 813 deposited plan 530544, where that land has a frontage to lot 817 deposited plan 530544, to be known as Miromiro Street (**Miromiro St**), and either does not have physical access directly from the land to lot 282 deposited plan 530544 (**Lot 282**), to be known as Koral Lane (**Koral Lane**), or adjoins Koral Lane but has a dwelling that is designed to provide vehicle access from Miromiro St, to the intent that the owners of that land shall not be required to contribute to any of the costs incurred under Clause 11 for so long as they do not exercise vehicular access to Koral Lane.
- 2.2 In respect of the landscaped area located within Koral Lane (**Landscaped Area**), each of the grantees who have the use of or ability to use Koral Lane for vehicular access as provided for in clause 2.1 (each a **Landscaped Area Grantee** and together the **Landscaped Area Grantees**), shall be responsible for arranging the repair and maintenance of the Landscaped Area, and for the associated costs, so as to keep the Landscaped Area in good order and to prevent it from becoming a danger or nuisance.
- 2.3 Each of the Landscaped Area Grantees are equally responsible for the repair and maintenance of the Landscaped Area, and for the associated costs, for the purposes set out in clause 2.2.
- 2.4 The Landscape Area Grantees must meet any associated requirements of the relevant local authority.
- 2.5 Any repair and/or maintenance of the Landscaped Area that is attributable solely to an act or omission by the grantor, being the registered owner of Lot 282, or a Landscaped Area Grantee must be promptly carried out by that grantor or Landscaped Area Grantee at their sole cost.
- 2.6 However, if the repair and/or maintenance of the Landscaped Area is only partly attributable to an act or omission by the owner of Lot 282 or a Landscaped Area Grantee,—
 - 2.6.1 that party must pay the portion of the costs of the repair and/or maintenance that is attributable to that act or omission; and
 - 2.6.2 the balance of those costs is payable in accordance with clause 2.3.
- 2.7 The grantor, being the registered owner of Lot 282, agrees to be solely responsible for the repair and maintenance of the hedge and shrubs located at or near the boundary between Lot 282 and the reserve at the western end of Koral Lane, being lot 804 deposited plan 530544, unless such repair and/or maintenance is as a result of an act or omission of a Landscaped Area Grantee, who must then carry out such necessary repair and/or maintenance at their sole cost.