# **GRIFFIOEN.** RECORD OF TITLE

Statement of Passing Over: This information has been supplied by the vendor or the vendor's agents. GRIFFIOEN. (Powered by Ownly Limited, Licensed REAA 2008) is merely passing over this information as supplied to us.

We cannot guarantee its accuracy as we have not checked, audited, or reviewed the information and all intending purchasers are advised to seek your own advice as to the information contained in this document.

To the maximum extent permitted by law we do not accept any responsibility to any party for the accuracy or use of the information herein.



## 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

Identifier1067444Land Registration DistrictCanterburyDate Issued08 December 2022

**Prior References** 1063186

Estate	Fee Simple				
Area	442 square metres more or less				
Legal Description	Lot 1038 Deposited Plan 577687				
<b>Registered Owners</b>					
Asset Builders 2000 Limited					

Interests

Appurtenant hereto are drainage and other rights and easements contained in and reserved by Deed of Easement 79006 (123 D 932) - 16.11.1888 at 11:50 am (see Application 7120)

10190542.1 Court Order pursuant to Section 317 Property Law Act 2007 extinguishing the drainage easements shown on DRP (DEED) 3953 contained in and reserved by Deed of Easement 79006 (123 D 932) to the extent that they burden title 381181 - 15.9.2015 at 2:38 pm

12600266.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 8.12.2022 at 1:08 pm

Land Covenant in Covenant Instrument 12600266.5 - 8.12.2022 at 1:08 pm

Land Covenant (in gross) in favour of CDL Land New Zealand Limited created by Covenant Instrument 12600266.5 - 8.12.2022 at 1:08 pm



Reg at 11.50. a. Mr. 16 Nov. 1393. B. Denchamer. Registrar (25.) Dated the 20th day of Coll. 1338. Dated the 20th day of Coll. 1338. 932 (Invo Chelle John David Frankish of the buty Streetings Stampoffice of elevit Involv in the Provincial Dise Pence Nov. 14 1938 District of counterbury mothe ledong J. D. Frankish Esg & or: W. Richard Ralls Junt. of New Lealand Doctor of Medicine William Rece of the same place Frommonger and John anderson Ale younger of the same place Engineer (hereinetter referreet to as the Vendors) of the one parts and Richard Conveyance of part of Park the younger of Shinley near the said loity of elist church Farmer (heremaster referred to as the Amelanser) of the other part Wercreas Edward Rece Stann 16 pont of R.S. 1945. Anistelmich District Scust regt. N. 74251.

late of emstehned aforesaid from ager deceased duly made and escented his last Will and Jestiment Inters Williams Solicitor bearing date the Sport day of November methousand 27/- enistehnder. Leight hundred and reghty four and thereby gave and devised into the Vendors their heirs and assigns all the real estate of which he should be beneficially entitled at the time of his death apportant to sell and consert the seme into money report such terms and conditions as they should think most ad: Vantageous and appointed the Vendors Mustees and escentors of his said Will and Whereas the said Destator being their ouzed of the stand mulered 16 on the plan deposited in the Deeds Registry Office at Churchmark aforesaid as Number 3953 for an Estate of inheritance in fee single died on the twelfth day of September one thousand eight hundred and eight five without having revoked or altered his said Will and the same was duly proved by the Vendos in the Supreme Court of New Lealand leanterbury Destrict at Church afore= said on the Iventy mith day of September one thousand eight hindred and

eighty five and Whereas the Vendors as such Instees as aforesaid have agreed Water the Monchaser for the absolute sale to lim of the parcel of land and foreneses Form 12 Part of R.S. 1778 Fam 15 85 41' 36251/2 818.4 1932 to centre chain · · 3175 1/2 1243.5 212 Farm 16 part of R. 5. 1778 Part of R.S. 1778 Jam 17 R. 46. 0.



Intended to be hereby conveyed being part of the said stand unbered to on the said deposited plan and the inheritance where for fee single in possession free from incumbrances for the price of one thousand one hundred and size pounds swenteen shillings and Whereas a leertain dram has been laid out and made through the Fam Humbered Ab on the out deposited plan which said drain is indicated in the said deposited them by arline of blue color drawing water alments in agreed believer the Vendors and the Ameliaser that the right of drawing water along the draw through the said Farm Mumber Abas sheer in the back deposited plan and the plandreseon endorsed shall be granted to the Ameliaser and that the right of drawing water along the drain through that part of Farm No intended to be hereby conveyed as shown in the suid deposited plan and the plan hereowendowsed shall be reserved unto the Vendors and street when and the Ronchaser shall enterinto mutual covenants for the maintenance of the said drains as hereinafter mentioned Now this deed With esseth that in prosumce of the said agreement and in consideration of the own of ane than and one tundred and sice pounds seventeen shillings paid by the Ronchaser to the Vendors ( the receipt whereof is hereby acknowledged ) They the Vendors do and each of dem doit herely convey and assure anto the Inchaser and his heis all that parcel fland containing by admeasurement Forty size acres meter perches be the same a little more or less setuate in the Christohnoch District of the ocied Provincial District of flanderburg being part of the Farm Mundered 16 on the Rem deposited in the Deeds Registry Office at emstchmetr aforesaid as Mumber 3953 and being part of Rowal Section Mumbered 1978 write map of the thief Surveyor of the said Provincial District of Canterbury setting out and describing the Naral land in the And harch District aforesaid and bounded as follows Commencing et the Southermost corner of the said Jam Munder 16 thence North Westerly along the South Western boundary of said Sam 16 Inter chans eighty one links Mence Northerly along the Vester boundary of said farm of 16 Seven chains eighty four links and eight tents of a link thence North Easterly along the North Western boundary of the said Saim 16 Meters chains stricty two links strence South Easterly along the centre of a drain and bearing 195. 54 Stifteen chains thirty seven links and seven tenths of a link thence South Carterly also along the entre of the oaid drain and bearing 156.35 The chams onsety me links and one half of a link to the South Eastern boundary of the said fam 16 and from trace returing South Westerly along that boundary Seventeen chams forty pour links and one half of a link to the commencing point which said parcel of land is defineated in the plan herein endorsed and therein in out the wloved green Jugether with all buildings and missivements on the such parcel of land and premises and write the fuel and minterregled right of user for the passage flow and carrying off of water from that part of Farm Number 16 hereby conveyed though and along the draw or trater course heretofore constructed and now roming though the said Fur Nombered 16 om the scient deposited plan of the width of four feet which said draw or water course indicated on the said deposited plan and in the plan hereon indorsed by or line of blue color and with fill fee and minterreefled liberty for the purchaser lins heurs and assigns agents surveyors workener and servants with or Writhout horses carts wag gons and other mistrements and things at all reasonable times and after twenty four hours notice to the Vendors streichens or assigns or other the person or persons from time to time entitled to or niterested in such parts of the said far Minbered 16 as are not hereby conveyed to enter into and upon and go and

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vetum from such parts of the said Farm Munder 16 as are not hereby convey doing as little damage as possible in order to inspect the condition of and amend repair recorre struct maintain cleanse and clear out the said drain or watercourse and also to deposit the soil and vulblish cleared or taken out of such drain or watercourse upon such pents of Farm Munder 16 as are not hereby conveyed within sisc feet pow the side Such drain or watercourse and all otherrights of way and water easements and apportenences to the said parcel of land and povenises hereby conveyed belonging and ap. pertaining or therewith insually held and enjoyed and all the estate and interest of the Vendors and eadrof them in the said parcel of land and premises hereby conveyed Occept and reserving mito the Vendors their heirs and assigns the full free and me = is encyted right of theirs and assigns as she con in the said and the forms of the Vendors their heirs and assigns as she constructed and deposited plan through and over the drain or watercourse heretofore constructed and now mining though the said Fam Minder 16 of a width of four feet which said drain or watercourse is

indicated on the said deposited plan and the plan line or undorsed by a line of thee evolor and also full free and minterrupted tilserty for the Vendors strein liens and assigns agents surveyors workmen and sensants with or without horses curts waggons and other instruments and things at all reasonable times and after twenty four hours notice to the Purchaser this heirs or assigns to enter into and upon and go and return from deas part of Faur Number 16 hereby conveyed doing as little damage as possibles in order to inspect the condition of and amend and repair reconstruct muntain leanse and cleavout the said drain or Watercourse and also to deposit the soil and a which cleared or taken out of such drain or watercourse upon that part of star Mumber 16 hereby conveyed within size feet from the side of such draw or victoreourse Johold the said parcel of land and premises into the Andraser his heirs undrassigns for ever Subject to all Water rights and rights of user through over and along the said drive or watercourse shrough the said Sam Munder Ab granted by the Vendors to ourses and Deceptions of farms as sheen on the said deposited plan N. 3953 und to the full per and/ minterrupted flow and passage at all times hereafter of the Water from the drains as sheen on the said p. deposited plan and therein colored Blue and the Anchaser soft. hereby for limsel his heirs and assigns (and/so as to land the parcel of land hereby conveyed and the person or persons from time to time entitled to or interested in the same but not to ment any personal liability escept for his own acts and defaults) a covenant with the Vendors their heirs and assegns that the Vendors Their heis and assigns shall have and quiety enjoy the full fee and minter effect bas: sage and flow of water from the Sams of the Vendors their heirs and assigns as are shewing the said deposited plan along the said draw or water course through the said dann Number 16 as shein in the said deposited plan and that he the Ametraser his heirs or assigns Will not Withully do or knowingly suffer anything which may many my my my or damage the said draw or watereuse though the said Sam Number 16 or merfere With the free flow and passage of water through the same and if he the Anchaser his heirs or assegns slice visually do or know: maly suffer mything which shall myure or damage the said draw or walercourse or any part or parts thereof or shall interfere with the free flow and passage of water strongly the same he the Inchaser his heirs or assigns will forthwith at his or then now eschense property and substantially repair and make good all such myury or damage and restore the file flow or passage of water through the said draw or Valercourse and do all things necessary or escipedient for the proposes aforesaid or any of them Moderte Vendors do hereby for themselves their hers and assegns and so as to lend such pents of the said fame Number 16 as are not hereby con" Veyed and which are no vested on the Vendors and the person orpersons from line to time entitled to or interested in the same or any part or parts thereof vespec: they but not to meer any personal liability escept for their own acts and defaults covenant with the Invehaser his heirs and assigns that the Invehaser his hers and assegns shall have and quietty enjoy the full force and motor augled passage and feed of water manner aforescied from the said parcel of land hereby conveyed strongly and along the drain or watercourse as shown the said deposited plan aming though the said farm Munbered 16 and strat the Vendors strencheirs or assigns will not wilfully do or knowingly suffer any sting which may in any ride injure or damage the said drain or water course stronger the said furn miler A & or interfere with the free flow or passage of water strongly the same and that if the Vendor's their heirs or assigns aliale welfully do or knowingly suffer anything which shall injure or damage the said dram or water course or any part or parts thereof respectively or shall interfere With the file fears and passage of water through and along the same they Vendors their heirs or assigns will forthwith at their own escpense property and substantially repair and make good all such injury or damage and vertove the free flow or pessage of verter through and along the said draw or Walercourse and do all things necessary or escredient for the proposes aforesail or any of them and further that they the said Vendors their hans or assigns (so long as the same shall remain in their custody or control) shall and will at all times hereafter (mless forevented by fire or other meritable accident) at the request much cost of day will be accident of the other meritable accident) at the request and cost of the said for chaser his heirs or assigns produce or cause

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933. to be produced to him or before my locul Judge or arbitrator the said Probate of the Will of the said Edward Reece Numbered 44251 mitte Deeds Registry office at emstelimit appressid for evidencing the title to the said parcel of land and funish to line or them copies of or eschaets from the said Probate und in the mean: Le time keep the same, meancelled and madefied In Witness where of the said parties to these presents have heremto set their hands and seals the day and year Sint above written to J. D. Frankish Signed sealed end delivered by the said So.C Friedin Rece Som David Frankish William Rece 125 John anderson . Jr. 12m anderson the younger and Richard Richard Palk from 12SM gava the younger monthe presence of -George F. Wright. Coute to Jost withen Williams Solitar emitelunch. Compared/edpy und/received N. J 9006 this 21st day of August 1889 Witness. 10 - and stalling Deed made the Swentierte day of October one





#### IN THE DISTRICT COURT AT CHRISTCHURCH

## CIV 2015- 009-1036

#### IN THE MATTER The Prope

The Property Law Act 2007

BETWEEN CDL LAND NEW ZEALAND LIMITED, a duly incorporated company having its registered office at Level 13, 280 Queen Street, Auckland

Applicant

AND

CHRISTCHURCH CITY COUNCIL, a territorial authority situated at 53 Hereford Street, Christchurch

Respondent



## ORDER MADE BY THE COURT FOR PARTIAL EXTINGUISHMENT OF EASEMENTS

**DATED 4 SEPTEMBER 2015** 



Anthony Harper Lawyers (P J Woods ) HSBC Tower

62 Worcester Street, PO Box 2646, Christchurch Tel +64 3 379 0920 Fax +64 3 366 9277 www.anthonyharper.co.nz

PJW-102856-245-481-V1

#### ORDER MADE BY THE COURT FOR EXTINGUISHMENT OF EASEMENTS IN PART

- To Christchurch City Council Land Information New Zealand
- 1 The Originating Application pursuant to section 317 Property Law Act 2007 for Order Extinguishing Easement in Part, made by CDL Land New Zealand Limited on 29 May 2015 was determined by Judge Neave on 4 September 2015.
- 2 The determination was made without a hearing.
- 3 The following orders were made:
- 3.1 That the drainage easements shown on DRP 3953 (Canterbury), and created by the Deeds identified below (the "Easements"), be extinguished to the extent that they burden the land comprised and described in Certificate of Titles 625607, 625857, 625858, 381181, 347815, CB9K/366, CB9K/367 and CB4A/1261 (Canterbury):
  - (a) Deed 74492
  - (b) Deed 74494
  - (c) Deed 75422
  - (d) Deed 76325
  - (e) Deed 79006
  - (f) Title 138/224
  - (g) Deed 82103
  - (h) Deed 82240
  - (i) Deed 84390
  - (j) Deed 86591
  - (k) Title 153/276
  - (I) Deed 88786
  - (m) Title 166/48



PJW-102856-245-481-V1 PJW-102856-245-481-V1

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- (n) Title 148/283
- (o) Deed 74495
- (p) Deed 75423
- (q) Any other deed or instrument creating substantially similar easements to those listed above which easements are shown on DRP 3953;
- 3.2 That the District Land Registrar note the partial extinguishment of the Easements against all relevant titles;
- 3.3 That leave be reserved to apply in respect of any administrative or technical issues arising in respect of implementation of the orders.



eptember 2015 ate: 07

Registrar / Deputy Registrar

PJW-102856-245-481-V1 PJW-102856-245-481-V1

17 ()			38:36	CO 10190542.1 Court Uri Cpv - 02/02, Pgs - 005,15/09/15,14:42	S		FEES \$ GST INCLUSIVE	196.00					\$196.00	\$196.00	6406 00	
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DEALING LODGEMENT FORM	Dealing/SUD Number:	(Line use unit)	Priority Barcode/Date Stamp (LINZ use only)		Plan NumberPre-Allocated or	to be Deposited:	Resubmission								Less fees paid on Dealing #	(O) (Eft-pos only a
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	sblai Anthonv		PO Bo	Christchurch 8140		102856-245	Type of Instrument	8						L'ort	Orgina	8 11- 11-11-11-11-11-11-11-11-11-11-11-1
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MANUAL DEALING LODGEMENT FORM

Anthony Harper sblair001 Landonline User ID: LODGING FIRM:

Client Code / Ref: Private Individual:

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102856-245

CT Ref

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CT Ref	625607	625857	625858	381181
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**Title Schedule** 

## **View Instrument Details**



Instrument No Status Date & Time Lodged Lodged By Instrument Type

12600266.4 Registered 08 December 2022 13:08 French, Daniel Trevor Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District		
1067428	Canterbury		
1067429	Canterbury		
1067430	Canterbury		
1067431	Canterbury		
1067432	Canterbury		
1067433	Canterbury		
1067434	Canterbury		
1067435	Canterbury		
1067436	Canterbury		
1067437	Canterbury		
1067438	Canterbury		
1067440	Canterbury		
1067441	Canterbury		
1067442	Canterbury		
1067443	Canterbury		
1067444	Canterbury		
1067445	Canterbury		
1067446	Canterbury		
Annexure Schedule Contains 2 Pages.			

#### Signature

Signed by Daniel Trevor French as Territorial Authority Representative on 08/12/2022 12:58 PM

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



IN THE MATTER OF the Resource Management Act 1991

AND

IN THE MATTER OF DP 576745 and Subdivision Consent RMA/2022/772

#### CONSENT NOTICE PURSUANT TO SECTION 221, RESOURCE MANAGEMENT ACT 1991

To: The Registrar-General of Land Canterbury Land Registration District LAND INFORMATION NEW ZEALAND

**TAKE NOTICE** that the land described below is subject to conditions in relation to a subdivision consent as follows:

#### Specific Foundation Design

Any structure requiring a Building Consent, in terms of Building Act provisions, shall have specific foundation design by a suitably experienced chartered engineer or by an appropriately qualified geotechnical engineer. The design shall take into consideration the potential for liquefaction and associated effects (vertical settlement and lateral spread) appropriate for the Technical Category of the land and shall be investigated and designed in accordance with MBIE Guidelines 'Repairing and rebuilding houses affected by the Canterbury earthquakes' (3rd Edition 15 March 2017) or subsequent revisions.

Any foundation design required will need to be in accordance with the technical category for the individual lots as defined by the Geotechnical Completion Report - Prestons Park Stage E3 - Revision 0 prepared by Aurecon and dated 11 November 2022 and any additional restrictions noted within the report.

AND THAT you are hereby directed and required to register the same pursuant to Section 221 Resource Management Act 1991.

#### DESCRIPTION OF LAND AFFECTED

ALL THOSE parcels of land comprising:

- Lot 992 DP 577687 comprised in Record of Title 1067428
- Lot 982 DP 577687 comprised in Record of Title 1067429
- Lot 993 DP 577687 comprised in Record of Title 1067430
- Lot 1004 DP 577687 comprised in Record of Title 1067431
- Lot 1005 DP 577687 comprised in Record of Title 1067432
- Lot 1028 DP 577687 comprised in Record of Title 1067433
- Lot 1029 DP 577687 comprised in Record of Title 1067434
- Lot 1030 DP 577687 comprised in Record of Title 1067435
- Lot 1031 DP 577687 comprised in Record of Title 1067436
- Lot 1032 DP 577687 comprised in Record of Title 1067437
- Lot 1033 DP 577687 comprised in Record of Title 1067438
- Lot 1034 DP 577687 comprised in Record of Title 1067440
- Lot 1035 DP 577687 comprised in Record of Title 1067441
- Lot 1036 DP 577687 comprised in Record of Title 1067442
- Lot 1037 DP 577687 comprised in Record of Title 1067443



- Lot 1038 DP 577687 comprised in Record of Title 1067444
- Lot 1039 DP 577687 comprised in Record of Title 1067445
- Lot 1040 DP 577687 comprised in Record of Title 1067446

**DATED** this 21<sup>st</sup> day of November 2022

SIGNED for and on behalf of CHRISTCHURCH CITY COUNCIL

Marilyn Regnault

Principal Advisor Resource Consents

Authorised Officer (for the purposes of Section 221 Resource Management Act 1991)

## **View Instrument Details**



Instrument No Status Date & Time Lodged Lodged By Instrument Type





Affected Records of Title	Land District
1067428	Canterbury
1067429	Canterbury
1067430	Canterbury
1067431	Canterbury
1067432	Canterbury
1067433	Canterbury
1067434	Canterbury
1067435	Canterbury
1067436	Canterbury
1067437	Canterbury
1067438	Canterbury
1067440	Canterbury
1067441	Canterbury
1067442	Canterbury
1067443	Canterbury
1067444	Canterbury
1067445	Canterbury
1067446	Canterbury

Annexure Schedule Contains 7 Pages.

#### **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	Ø
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	Ø
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	Ø
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	Ø
Signature	
Signed by Daniel Trevor French as Covenantor Representative on 08/12/2022 12:58 PM	
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	V
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	Ø
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	Ø

#### Signature

Signed by Daniel Trevor French as Covenantee Representative on 08/12/2022 12:58 PM

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

#### Form 26

### **Covenant Instrument to note land covenant**

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

CDL LAND NEW ZEALAND LIMITED

#### Covenantee

CDL LAND NEW ZEALAND 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 A		Continue in addi	tional Annexure Schedule, if required
Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants	DP 577687	Lot 992 (RT 1067428), Lot 982 (RT 1067429), Lot 993 (RT 1067430), Lots 1004 and 1005 (RT 1067431 and 1067432), Lots 1028-1033 (RT 1067433-1067438), and Lots 1034-1040 (RT 1067440-1067446) on DP 577687	Lot 992 (RT 1067428), Lot 982 (RT 1067429), Lot 993 (RT 1067430), Lots 1004 and 1005 (RT 1067431 and 1067432), Lots 1028-1033 (RT 1067433-1067438), and Lots 1034-1040 (RT 1067440-1067446) on DP 577687
Land Covenants	DP 577687	Lot 992 (RT 1067428), Lot 982 (RT 1067429), Lot 993 (RT 1067430), Lots 1004 and 1005 (RT 1067431 and 1067432), Lots 1028-1033 (RT 1067433-1067438), and Lots 1034-1040 (RT 1067440-1067446) on DP 577687	In gross

Covenant rights and powers (including terms, covenants and conditions)

The provisions applying to the specified covenants are those set out in the Annexure Schedule.

Form L

Annexure Schedule

Page 2 of 7 Pages

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required Scope and definitions 1 The Covenantor hereby covenants and agrees with the Covenantee in the manner set out below so that such covenants shall: Burden and run with the burdened land referred to in Schedule A; and (a) (b) Be for the benefit of and appurtenant to the benefited land referred to in Schedule A and for the benefit of the Covenantee in gross referred to in Schedule A. 2 For the purposes of this instrument the following terms have the following meaning (unless the context otherwise requires): "corner section" means Land which (in the reasonable opinion of the (a) Developer) has two legal road frontages; "Developer" means CDL Land New Zealand Limited or its nominee, or if CDL (b) Land New Zealand Limited ceases to exist and there is no nominee, means any director of CDL Land New Zealand Limited immediately before that company ceased to exist; "fence" includes a wall; (c) (d) "Land" means the burdened land described in Schedule A; "Subdivide" means subdivide or subdivided within the meaning of the (e) Resource Management Act 1991 or any modification, amendment or reenactment of it. Restrictions on development and use of the Land 3 The Covenantor shall, in relation to any Land owned by the Covenantor: Dwelling size and garaging (a) Not erect or permit to be erected on the Land any dwelling unless both of the following apply: the dwelling has fully integrated garaging: (i) (A) with a minimum garage door width of 3.6 metres, for Land in a title containing less than 400m<sup>2</sup>; or with (at least) a double garage, for Land in a title containing (B) 400m<sup>2</sup> or more; and (ii) the dwelling has a floor area (including the floor area of the fully integrated garage, and taken over the foundation) of more than: 120m<sup>2</sup> for Land in a title containing 400m<sup>2</sup> or less; and (A)  $130m^2$  for Land in a title containing more than  $400m^2$ . (B) Dwelling construction (b) Ensure that the perimeter (on a horizontal plane) of the roof of any dwelling on the Land shall not form a rectangle unless the roof contains at least one roof break or full valley.

(c)	Ensure any dwelling on the Land has at least 80% of its non-glazed exterior cladding in any one or more of the following materials:			
	<ul> <li>(i) Kiln fired or concrete brick;</li> <li>(ii) Stucco textured finish;</li> <li>(iii) Stone;</li> <li>(iv) Timber weather boards;</li> <li>(v) Linea weather boards;</li> <li>(vi) Metal laminate on timber;</li> <li>(vii) Any other exterior cladding material for which the Covenantor has obtained the Developer's written consent.</li> </ul>			
(d)	Not use metal clad roofing that has not been pre-painted, nor use copper or unpainted metal roof material, gutters, downpipes or external cladding.			
Restri	ictions on certain improvements			
(e)	Without limiting any other covenant, not permit a building to be erected on th Land other than:			
	<ul> <li>(i) a new dwelling (with a fully integrated garage);</li> <li>(ii) a building normally appurtenant to a residential dwelling, provided that any walls of the building visible from the road frontage of the Land are of the same material as the walls of the dwelling.</li> </ul>			
(f)	Not erect or permit to be erected or placed on the Land any carport unless attached and fully integrated into the roofline of the dwelling or garage and screened from view from the road by fencing or landscaping approved by the Developer.			
(g)	Not erect or permit to be erected or placed on the Land more than one dwelling.			
Desigi	n approval			
(h)	Not do any work or permit any work for the erection of buildings, accessory buildings, landscaping, fences, driveways, or other improvements (and this shall also include exterior finishes and excavation of foundations upon the Land) unless plans and specifications and all other details of construction, finis and location as the Developer at the Developer's absolute discretion may require, have first been submitted to the Developer and have received the Developer's written approval.			
Restri	iction on subdivision			
(i)	Not Subdivide the Land nor amalgamate the title to the Land with another title			
Fencir	ng and fencing contributions			
(j)	Ensure that all internal boundary fences are erected in a tradesman like manner using appropriate materials.			
(k)	Without prejudice to clause 3(h), not erect or permit to be erected on the Land a fence:			
	(i) Which is made out of corrugated iron or post and wire; or			
	<ul> <li>Which does not comply with Christchurch City Council requirements (such as, for example, rule 14.5.2.10 in the District Plan) unless authorised by a resource consent; or</li> </ul>			
	(iii) Which, if it is an internal boundary fence, is higher than 1.2 metres above the natural ground level at any point within 2 metres of the roa boundary (except where approval has been granted by the Developer to erect a front fence within the building setback on a corner section); or			

	(iv)	Which, if it is a fence between the Land and an adjoining reserve, is less than 80% open if it is more than 1.2 metres in height above the natural ground level; or
	(v)	Which is higher than 1.8 metres above the natural ground level, at any point (subject to clauses $3(k)(ii) \& (iii))$ ; or
	(vi)	Which is made of materials which (in the Developer's opinion) are not harmonious with the materials used in the dwelling on the Covenantor's Land.
(I)	cost o	all upon Christchurch City Council to pay for or contribute towards the of erection or maintenance of any boundary fence between the Land and djoining reserve or other land owned by Christchurch City Council.
(m)	erecti adjoin enure	all upon the Developer to pay for or contribute towards the cost of on or maintenance of any boundary fence between the Land and any ning Land owned by the Developer, provided that this covenant will not for the benefit of any subsequent registered proprietor of any such ning Land. This clause 3(m) overrides clause 3(n).
(n)	erecte contri clause betwe Howe	0% of the reasonable cost of a Qualifying Fence to any neighbour that ed the Qualifying Fence, if that neighbour has not previously received a bution towards the cost of the Qualifying Fence in accordance with this e 3(n). A " <b>Qualifying Fence</b> " means a fence on a shared boundary een the Covenantor's Land and adjoining Land owned by the neighbour. ver this clause does not benefit the Developer or need to be complied by the Developer.
(0)	adjoin	Land is adjoining a reserve, maintain the fence between the Land and the ning reserve and if such fence is wholly or partly destroyed, replace with a ence that complies with clause 3(k) and has Christchurch City Council val.
Buildin	g timel	frames and crossings
(p)	Ensur	e that:
	(i)	any building, driveway and landscaping is completed within nine months of laying down the foundations for such building and no building once under construction shall be left without substantial work being carried out for a period exceeding three months;
	(ii)	entry and exit to and from the Land during building is via a single entry/exit point on the Land boundary, of a maximum 4 metre width, which must be notified to and approved by the Developer as part of the approval required under clause 3(h);
	(iii <b>)</b>	any other requirements for the construction phase which form part of the Developer's approval under clause 3(h) are complied with by the Covenantor.
Tidy a <u>r</u>	opearar	псе
(q)	that	permit a temporary building or structure to be erected on the Land except which may be used in conjunction with the construction of permanent dings and which will be removed from the Land upon completion of the k.
(r)		p the Land in a neat and tidy condition and shall not permit excessive wth of grass (beyond 100mm in length).
(s)		ntain all road reserves adjoining the Land in a neat and tidy condition and nediately repair (to the satisfaction of the Developer) any damage to the

	footpath and berms adjoining the Land caused by the Covenantor or its contractors, employees, agents and invitees.
(t)	Not cut, trim, damage, remove or relocate any tree, shrub or plant on the road reserve without the prior approval of the Developer and the Christchurch City Council.
Monit	oring
(u)	Not prevent the Developer, its officers, employees or agents from entering onto the Land at all reasonable times for the purposes of ensuring compliance with the foregoing covenants and remedying any breaches thereof subject to the Developer first giving at least 48 hours' prior written notice of its intention to enter on to the Land. If the Developer enters on to the Land it shall not be responsible for any damage occasioned to the Land or anything placed thereon as a result of a reasonable exercise by the Developer of its powers.
Aerial	's etc
(v)	Not install or attach any accessory (including but not limited to satellite dishes, television aerials, and solar panels) on the Land, unless they are constructed in such a way as to be discreetly integrated with the design of buildings on the Land so that they are not highly visible from any road, thoroughfare or any other Land.
(w)	Fully encase any chimney in materials and in a manner approved by the Developer in writing.
(x)	Ensure that any garden shed on the land is adequately screened from view from any road, thoroughfare, reserve or any other land by fencing or landscaping approved by the Developer in writing.
No in	terference with development of Prestons Park subdivision
(y)	Not at any time oppose, obstruct or object in any way, or provide support in any form to any person in opposition to, any planning proposal by the Developer in respect of the subdivision and sale of any land owned by the Developer within the Prestons Park subdivision.
(z)	Not make, lodge, be party to or finance any request, complaint, submission, application, appeal or other proceeding which is designed, intended or likely to limit, prohibit or restrict the completion (in accordance with these covenants) of the subdivision and sale of any land owned by the Developer within the Prestons Park subdivision.
(aa)	Not bring any proceedings in any Court or tribunal for damages, negligence, nuisance, trespass or interference or otherwise arising as a result of the completion of the subdivision and sale of any land owned by the Developer within the Prestons Park subdivision.
(ab)	Provide affected party approval to any planning application referred to in clause 3(y) in accordance with the provisions of section 95D(e) Resource Management Act 1991 (and the Covenantor acknowledges this clause shall constitute such affected party approval without the need for a separate approval).
(ac)	Irrevocably appoint the Developer to be the Covenantor's true and lawful attorney for the purposes of executing an affected party approval pursuant to clause 3(ab) if required.
(ad)	The Covenantor, in relation to any Land owned by the Covenantor, acknowledges that Prestons Park has or may in future have reserves which may contain playground equipment, and agrees not to complain about the existence, layout or reasonable use of any such playground within Prestons Park, to the Christchurch City Council or the Developer. Clauses 3(y) to 3(ab)

		inclusive will apply (with all necessary modifications) to the existence, layout and reasonable use of the playgrounds.
	Nuisanc	e
	(ae)	Not allow any animal to be kept on or about the Land that is likely to cause a nuisance or annoyance to occupiers of other Land, and in particular without otherwise limiting this restriction, not to keep on or about the Land any dog which is not registered with the local authority or is classified as dangerous or menacing in the Dog Control Act 1996.
	(af)	Not use the Land in any way which in the reasonable opinion of the Developer detrimentally affects the amenities of the neighbourhood including permitting noise to escape from the Land which is likely to cause offense or a nuisance to occupiers of other Land.
	Show H	ome
	(ag)	Not allow any building on the Land to be used as a show home without the written consent of the Developer (such consent to be at the Developer's absolute discretion and subject to such conditions as the Developer considers necessary). Any consent given by the Developer under this clause may be limited as to time.
Enford	cement	
4	covenar	veloper shall not be required or obligated to enforce all or any of the foregoing its, stipulations and restrictions, nor will the Developer be liable to any other r any breach thereof by any Covenantor.
5	then wit	should be any breach or non-observance of any of the foregoing covenants thout prejudice to any other liability which the Covenantor may have to any ntee, the Covenantor will upon written demand being made by any ntee:
	(a)	Pay to any Covenantee making such demand as liquidated damages the sum of \$250.00 (Two Hundred and Fifty Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made, provided that if more than one person is making such demand then that sum shall be shared between those persons; and
	(b)	If applicable, remove or cause to be removed from the Covenantor's Land any second hand or used dwelling, garage, carport, building or other structure erected or placed on the Covenantor's Land in breach or non-observance of the foregoing covenants; and
	(c)	If applicable, replace any building materials used or permitted to be used in breach or non-observance of the foregoing covenants.
6	Covena	renantor covenants that the Covenantor will at all times indemnify the ntee from all proceedings, costs, claims and demands in respect of breaches by enantor of any of the stipulations, restrictions and covenants in this instrument.
Gener	al	
7	or to ob instrum	uirement in this instrument to submit plans and specifications to the Developer, tain the Developer's approval, will cease to apply 7 years after the date of this ent (but without prejudice to the liability of any party for any breaches which ready occurred).
8	to apply territori	prejudice to clause 7, the covenants in this instrument will immediately cease to any Land (or part thereof) which is intended to vest in the Crown or any al authority as a road or reserve, upon any survey plan relating to such vesting pproved as to survey and being accepted for deposit by Land Information New l.

Subject to clause 3(I), but despite any other provision of this instrument, if the written consent of the Developer is obtained to any action or omission, that action or omission will be deemed to not constitute a breach of any covenant within this instrument.

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