

GRIFFIOEN.

RECORD OF TITLE

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**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

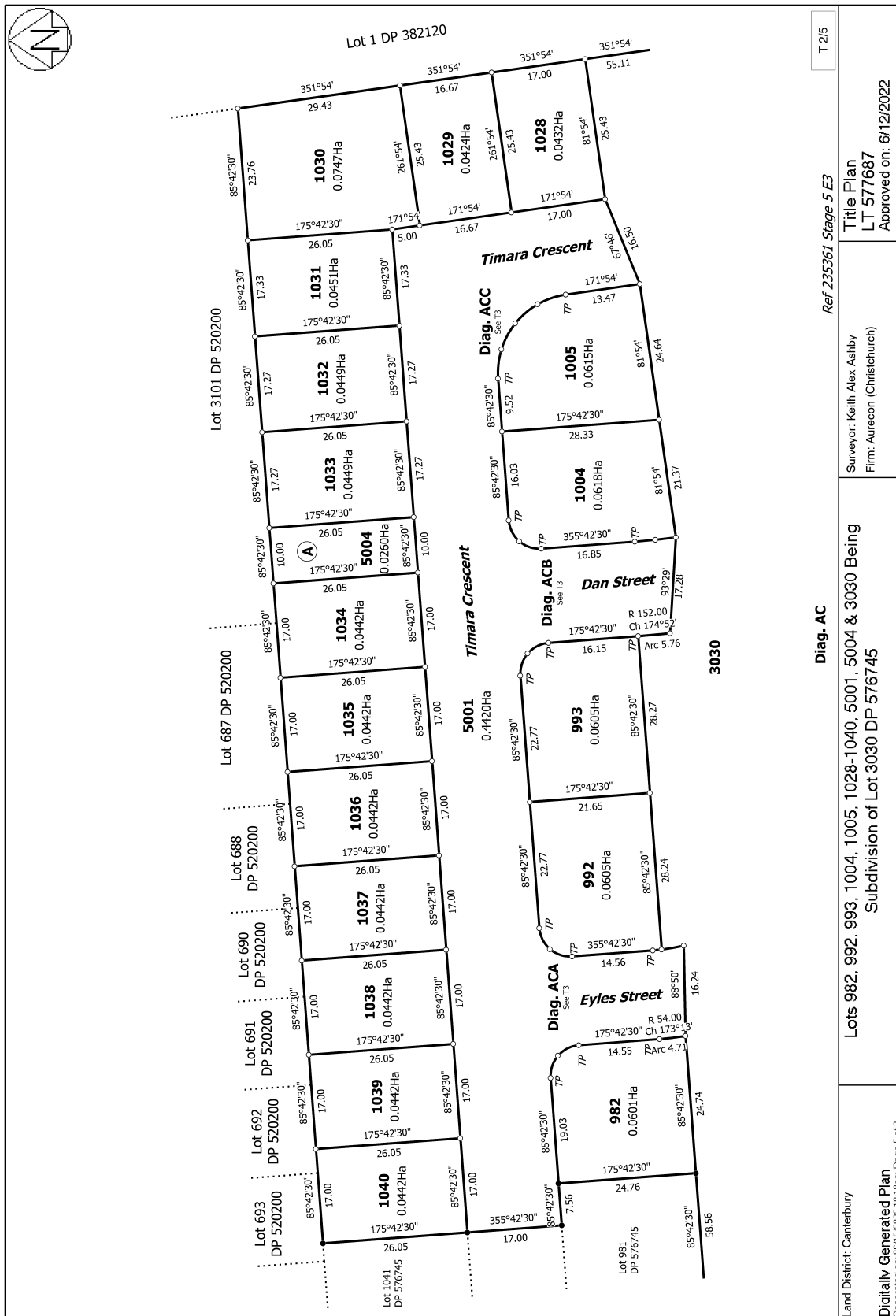
Identifier **1067444**
Land Registration District **Canterbury**
Date Issued 08 December 2022

Prior References
1063186

Estate Fee Simple
Area 442 square metres more or less
Legal Description Lot 1038 Deposited Plan 577687
Registered Owners
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



Duplicate

**IN THE DISTRICT COURT
AT CHRISTCHURCH**

CIV 2015- 009-1036

IN THE MATTER

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

CO 10190542.1 Court Ori

Cpy - 01/02, Pgs - 005, 15/09/15, 14:42



DocID: 214192015

**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.anthonyparper.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
- (l) Deed 88786
- (m) Title 166/48



(n) Title 148/283

(o) Deed 74495

(p) Deed 75423

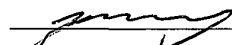
(q) Any other deed or instrument creating substantially similar easements to those listed above which easements are shown on DRP 3953;

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.



Date: 07 September 2015


Registrar / Deputy Registrar

MANUAL DEALING LODGEMENT FORM

Landonline User ID: sbair001

LOGGING FIRM: **Anthony Harper**

Private Individual:

Address: PO Box 2646
Christchurch 8140

ASSOCIATED FIRM:

Client Code / Ref: 102856-245

Dealing/SUD Number:
(LINZ use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number/Pre-Allocated or
to be Deposited:

Rejected Dealing Number:

15/09/2015 14:38:36

CO 10190542.1 Court Ori

Cpy - 02/02, Pgs - 005, 15/09/15, 14:42

Copies
(inc. original)
DocID: 214192015

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture*	FEES \$ GST INCLUSIVE
1	See Schedule	CO	CDL Land New Zealand Limited & CCC	\$176.00			1 20.00	196.00
2								
3								
4								
5								
Land Information New Zealand Manual Dealing Lodgement Form Fees Receipt and Tax Invoice GST Registered Number 17-022-895 LINZ Form P005 Annotations (LINZ use only): <i>Priority Lodgement</i> <i>Original Signature and</i> <i>Disputed Court Seal</i> <i>Present</i> Original Signatures? _____ Subtotal Total for this dealing Less fees paid on Dealing # Debit my Landonline account for (Only available for Landonline customers) or Cash / Cheque enclosed for (Only pay in cash if depositing in drop box at a LINZ processing centre) or Eft-pos payment due for (Eft-pos only available if lodging the dealing in person at a LINZ processing centre)								
\$196.00 \$196.00 \$196.00								

* Making a priority lodgement ensures the lodgement is entered into the LINZ work queue at the time and date it was handed over at the counter. Priority does not provide urgency in processing the dealing. For further details please reference the manual dealing user guide.

MANUAL DEALING LODGEMENT FORM
Title Schedule

Landonline User ID: sbair001

LODGING FIRM: Anthony Harper

Private Individual:

Client Code / Ref: 102856-245

Line Number	CT Ref
1	625607
2	625857
3	625858
4	381181

Line Number	CT Ref
5	347815
6	CB9K/366
7	CB9K/367
8	CB4A/1261

Line Number	CT Ref
9	
10	
11	
12	

Line Number	CT Ref
13	
14	
15	
16	

Line Number	CT Ref
17	
18	
19	
20	

View Instrument Details



Instrument No	12600266.4
Status	Registered
Date & Time Lodged	08 December 2022 13:08
Lodged By	French, Daniel Trevor
Instrument Type	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 21st day of November 2022

SIGNED for and on behalf of
CHRISTCHURCH CITY COUNCIL

A handwritten signature in black ink, appearing to read "M. Regnault", written over a light grey circular stamp.

Marilyn Regnault

Principal Advisor Resource Consents

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

View Instrument Details



Instrument No 12600266.5
Status Registered
Date & Time Lodged 08 December 2022 13:08
Lodged By French, Daniel Trevor
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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 ☒

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 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 ☒

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 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*Continue in additional 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:
 - (a) Burden and run with the burdened land referred to in Schedule A; and
 - (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):
 - (a) "**corner section**" means Land which (in the reasonable opinion of the Developer) has two legal road frontages;
 - (b) "**Developer**" means CDL Land New Zealand Limited or its nominee, or if CDL 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;
 - (c) "**fence**" includes a wall;
 - (d) "**Land**" means the burdened land described in Schedule A;
 - (e) "**Subdivide**" means subdivide or subdivided within the meaning of the Resource Management Act 1991 or any modification, amendment or re-enactment 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:
 - (i) the dwelling has fully integrated garaging:
 - (A) with a minimum garage door width of 3.6 metres, for Land in a title containing less than 400m²; or
 - (B) with (at least) a double garage, for Land in a title containing 400m² 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:
 - (A) 120m² for Land in a title containing 400m² or less; and
 - (B) 130m² for Land in a title containing more than 400m².

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:

- (i) Kiln fired or concrete brick;
- (ii) Stucco textured finish;
- (iii) Stone;
- (iv) Timber weather boards;
- (v) Linea weather boards;
- (vi) Metal laminate on timber;
- (vii) Any other exterior cladding material for which the Covenantor has obtained the Developer's written consent.

- (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.

Restrictions on certain improvements

- (e) Without limiting any other covenant, not permit a building to be erected on the Land other than:

- (i) a new dwelling (with a fully integrated garage);
- (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.

- (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.

Design 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, finish 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.

Restriction on subdivision

- (i) Not Subdivide the Land nor amalgamate the title to the Land with another title.

Fencing 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
 - (ii) 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
 - (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 road 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.
- (l) Not call upon Christchurch City Council to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining reserve or other land owned by Christchurch City Council.
 - (m) Not call upon the Developer to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining Land owned by the Developer, provided that this covenant will not enure for the benefit of any subsequent registered proprietor of any such adjoining Land. This clause 3(m) overrides clause 3(n).
 - (n) Pay 50% of the reasonable cost of a Qualifying Fence to any neighbour that erected the Qualifying Fence, if that neighbour has not previously received a contribution towards the cost of the Qualifying Fence in accordance with this clause 3(n). A **"Qualifying Fence"** means a fence on a shared boundary between the Covenantor's Land and adjoining Land owned by the neighbour. However this clause does not benefit the Developer or need to be complied with by the Developer.
 - (o) If the Land is adjoining a reserve, maintain the fence between the Land and the adjoining reserve and if such fence is wholly or partly destroyed, replace with a new fence that complies with clause 3(k) and has Christchurch City Council approval.

Building timeframes and crossings

- (p) Ensure 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) 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 appearance

- (q) Not permit a temporary building or structure to be erected on the Land except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the Land upon completion of the work.
- (r) Keep the Land in a neat and tidy condition and shall not permit excessive growth of grass (beyond 100mm in length).
- (s) Maintain all road reserves adjoining the Land in a neat and tidy condition and immediately 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.

Monitoring

- (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.

Aerials 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 interference 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.

Nuisance

- (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 Home

- (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.

Enforcement

- 4 The Developer shall not be required or obligated to enforce all or any of the foregoing covenants, stipulations and restrictions, nor will the Developer be liable to any other party for any breach thereof by any Covenantor.
- 5 If there should be any breach or non-observance of any of the foregoing covenants then without prejudice to any other liability which the Covenantor may have to any Covenantee, the Covenantor will upon written demand being made by any Covenantee:
 - (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 The Covenantor covenants that the Covenantor will at all times indemnify the Covenantee from all proceedings, costs, claims and demands in respect of breaches by the Covenantor of any of the stipulations, restrictions and covenants in this instrument.

General

- 7 Any requirement in this instrument to submit plans and specifications to the Developer, or to obtain the Developer's approval, will cease to apply 7 years after the date of this instrument (but without prejudice to the liability of any party for any breaches which have already occurred).
- 8 Without prejudice to clause 7, the covenants in this instrument will immediately cease to apply to any Land (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.

- | | |
|---|--|
| 9 | Subject to clause 3(l), 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. |
|---|--|