

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

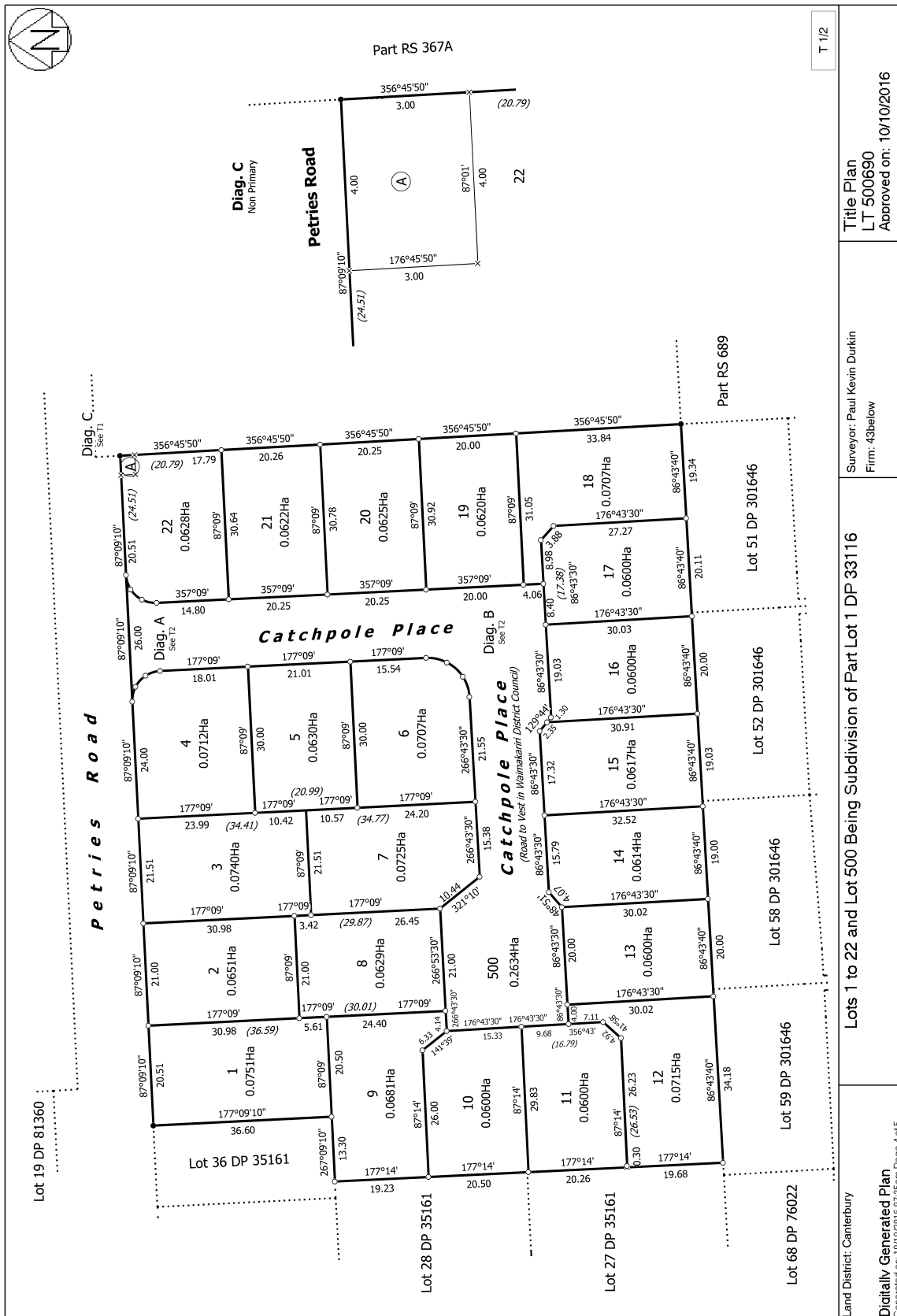
Identifier **745462**
Land Registration District **Canterbury**
Date Issued 29 September 2016

Prior References
CB15F/286

Estate Fee Simple
Area 625 square metres more or less
Legal Description Lot 20 Deposited Plan 500690

Registered Owners
James David Foote and Ruqiah Hannah Dean

Interests
Land Covenant in Easement Instrument 10492281.3 - 29.9.2016 at 1:48 pm
Fencing Covenant in Transfer 10757840.1 - 10.4.2017 at 3:47 pm
11351671.2 Mortgage to ANZ Bank New Zealand Limited - 12.2.2019 at 11:59 am



View Instrument Details



Instrument No 10492281.3
Status Registered
Date & Time Lodged 29 September 2016 13:48
Lodged By Tait, Andrew David Royds
Instrument Type Easement Instrument



Affected Computer Registers Land District

745443	Canterbury
745444	Canterbury
745445	Canterbury
745446	Canterbury
745447	Canterbury
745448	Canterbury
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745458	Canterbury
745459	Canterbury
745460	Canterbury
745461	Canterbury
745462	Canterbury
745463	Canterbury
745464	Canterbury

Annexure Schedule: Contains 5 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Andrew David Royds Tait as Grantor Representative on 29/09/2016 11:32 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 ☒

Grantee Certifications

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 Andrew David Royds Tait as Grantee Representative on 29/09/2016 11:33 AM

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

Easement instrument to grant easement or *profit á prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Grantor

GW WOODEND LIMITED

Grantee

GW WOODEND LIMITED

Grant of easement or *profit á prendre* or creation of covenant

The Grantor, being the registered proprietor of the Servient Tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(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 (nature and extent) of easement, <i>profit</i> , or covenant	Easement Land Shown (plan reference)	Servient tenement (Computer Register)	Dominant tenement (Computer Register) <i>or</i> in gross
Land covenants	DP500690	DP500690 745443 – 745464 (inclusive) Lots 1 – 22 (inclusive)	DP500690 745443 – 745464 (inclusive) Lots 1 – 22 (inclusive)

Easements or *profit á prendre* rights and powers (including terms, covenants, and conditions)

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

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

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

~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952,~~

~~the provisions set out in Annexure Schedule 2.~~

Covenant provisions

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

The provisions applying to the specified covenants are those set out in:

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

~~[Annexure Schedule 2].~~

ANNEXURE SCHEDULE 2
TWO ROADS - PROTECTIVE COVENANTS

The Grantor covenants with the Grantee that the Grantor shall not:

1. Permit any works to be carried out on the Servient Tenement (including site preparation) prior to the erection and completion of all side and rear boundary fences in accordance with clause 12 below and that the berm and kerb cut-down crossing up to and including road metalling must be completed prior to construction of the dwelling.
2. Permit the Servient Tenement to be occupied or used as a residence either prior to the dwelling being completed (including driveways, pathways, landscaping and seeding of lawns visible from the road boundary frontage) and a Code Compliance Certificate being issued by the Waimakariri District Council or permit the erection of temporary structures or the placing on the Servient Tenement of caravans and/or vehicles used for human habitation.
3. Erect or permit to be erected or placed on the Servient Tenement any dwelling greater than one storey on any lots other than lot(s) 6 and 12 Deposited Plan 500690;
4. Use the Servient Tenement to assist with the development and/or subdivision of any land adjacent to the Grantee's development. However the Grantee retains the right at all times to further subdivide or approve any other subdivision or amalgamation of any land or any future stage of the development. This Clause 4 shall expire and be of no further effect on 31st December 2026.
5. Use as a roofing material anything other than tiles (clay, ceramic, concrete, decromastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel with less than a 25-degree roof pitch¹. This Clause 5 shall expire and be of no further effect on 31st December 2026.
6. Use as exterior cladding material other than clay brick, recycled brick, stained or painted weatherboard, painted or sealed concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above. This Clause 6 shall expire and be of no further effect on 31st December 2026.
7. Use a roofing material, guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products.
8. Erect any building other than a dwelling or ancillary buildings in accordance with plans (including site plan, landscape plan and external colour scheme) that have been approved by the Grantee in its sole discretion prior to the commencement of building with such approval following the Development Information Booklet. In considering plans for approval the Grantee shall take into

account architectural merit, colours, and visual appearance. A construction bond of \$2,000 is payable to the Grantee prior to any construction works taking place. This Clause 8 shall expire and be of no further effect on 31st December 2026.

9. Construct a driveway of materials other than of fixed solid materials such as coloured stamped/stencilled or exposed aggregate concrete, asphaltic concrete, concrete cobblestones or pavers or similar. The maximum width of the road crossing shall be 4.8m at the road boundary and should be off-set a minimum of 750mm from the side boundary to allow for landscaping. Such driveway is to be completed in accordance with clause 2 above. Where a swale or other feature exists between the road and the Servient Tenement, the driveway crossing the swale shall be constructed in the location, manner and form directed by the Grantee and/or the Waimakariri District Council. Where the Grantee has constructed a sealed driveway to the Servient Tenement, this access point must be used by the Grantor as the primary driveway entry. This entry point may not be removed or relocated without the prior written consent of the Grantee prior to 31st December 2026.
10. Attach to or protrude from the front (or the side within 7 metres of the road boundary) of the dwelling, garage or other structure any fixture including but not limited to air-conditioning units, television or radio aerials, satellite dishes, and/or solar panels that in the Grantee's sole discretion are obtrusive.
11. Permit the installation of control equipment for gas or meter boxes visible on the road front elevation of the dwelling;
12. Erect or permit to be erected on the Servient Tenement any fence or boundary wall:
 - a) within 3.0 metres of the road boundaryⁱⁱ;
 - b) on boundaries fronting a reserve or waterway that has not received specific design approval of the Grantee. Such fences shall use the design as specified by the Grantee. Approval of fence design may be declined at the Grantee's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision or neighbouring amenity. Fencing fronting reserves shall be of 'open' style for a minimum of 50% of the reserve boundaryⁱⁱⁱ;
 - c) on the internal boundaries of a height greater than 2.0m above the surrounding finished ground level and of materials other than new timber. All internal boundary fences shall be constructed from masonry or solid timber or in the form of a paling fence and timber capping unless otherwise approved by the Grantee;

However the Grantee retains the right at all times to erect boundary fencing on any boundary. Such fencing erected by the Grantee shall not be removed without the prior written consent of the Grantee. This Clause 12 shall expire and be of no further effect on 31st December 2026.

13. Cause any damage to landscaping, irrigation, berms and kerbs contained within the legal road reserve either in front of or adjacent to the Servient Tenement. Should damage occur, the Grantor shall immediately repair such damage. If such damage is not immediately repaired, the Grantee shall have the right to rectify such damage with the reasonable costs to be met by the Grantor, payable on demand.
14. Remove or relocate from the Servient Tenement any fence, tree or shrub constructed or installed by the Grantee that is within 2.0 metres of the road frontage without the prior written consent of the Grantee. This Clause 14 shall expire and be of no further effect on 31st December 2026.
15. Permit any rubbish, including builders' waste materials to accumulate or to be placed upon the Servient Tenement or any adjoining land or permit grass or weeds to grow to a height exceeding 150mm. The Grantee shall have the right to remove any building materials from the Servient Tenement or any adjoining land or to maintain the Servient Tenement in a reasonable condition, that in Grantee's sole discretion, if left in its current state, may be detrimental to the development with the reasonable costs of such maintenance to be met by Grantor, payable on demand.
16. Permit the erection of any sign on the Servient Tenement other than a professionally sign written and installed sign marketing the Servient Tenement for sale. The Grantee will only permit the erection of signage indicating a business if such signage is acceptable in the sole discretion of the Grantee and prior written consent is obtained. The Grantee shall have the right to remove any sign, which in the Grantee's sole discretion is unacceptable without prior warning.
17. Permit the dwelling to be used as a show home without the prior written consent of the Grantee. The Grantee shall retain sole discretion over the number of dwellings to be used for show homes purposes. This Clause 17 shall expire and be of no further effect on 31st December 2026.

General Covenants:

18. In the event that the Grantor disagrees with an exercise of discretion by the Grantee then the matter shall be referred to an architect nominated by the Grantee. The consent of the Grantee shall be deemed to be given if such architect certifies that the proposed buildings and improvements on the Servient Tenement are appropriate and suitable for a high quality residential subdivision and will not have any adverse effect on the development.
19. The Grantee shall neither be required nor be liable to enforce the above covenants.

20. The Grantor (including the Grantor's successors in title and subsequent assignees) covenant with the Grantee (including any subsidiary or associated company of the Grantee or successor or assigns to the Grantee) that they will not oppose, object to, frustrate or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder the Grantee from progressing and completing the Grantee's development plans and/or effecting any zone change and/or subdivision and/or resource consents needed to generally give effect to the development. This covenant by the Grantor applies (without limitation) to any Resource Consent application, Environment Court application or Territorial Authority Building Consent application or other necessary consent process involving, such development, and the benefit of this covenant also applies to any adjoining or neighbouring property the Grantee may own or subsequently purchase to progress the development.

21. In this instrument the following words have the following meaning:

"Development" means the Grantee's subdivision and development known as Two Roads;

"Grantee" means GW Wilfield Limited; and

"Grantor" means and includes all persons executing this instrument as Grantor, its subsidiaries and associated companies and their executors, administrators, assigns and successors in title;

ⁱ *Alternative roofing materials, roof pitch & external cladding materials may be permitted if in the opinion of the Grantee, those materials and pitch will not adversely effect the development.*

ⁱⁱ *The Grantee retains the right to approve fencing within 3.0m of the road frontage due to the irregular shape, size or orientation of the lot or if it has two road frontages. For the removal of doubt, the word 'road' includes right of way and access lot or any lot to vest in the Waimakariri District Council.*

ⁱⁱⁱ *The Grantee may at their sole discretion approve solid fencing greater than 50% of the frontage of any reserve lot if such increase is required for privacy or design purposes.*



View Instrument Details

Instrument Type	Transfer
Instrument No	10757840.1
Status	Registered
Date & Time Lodged	10 April 2017 15:47
Lodged By	Mortlock, James Paul Lyon

Affected Computer Registers	Land District
745447	Canterbury
745451	Canterbury
745462	Canterbury

Transferors

GW Woodend Limited

Transferees

AG and LM McCarthy Holdings Limited

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Sarah Clare OGorman as Transferor Representative on 10/04/2017 09:00 AM

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 James Paul Lyon Mortlock as Transferee Representative on 10/04/2017 03:10 PM



View Instrument Details

*** End of Report ***