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

Identifier 820428

Land Registration District Canterbury Date Issued 13 August 2018

Prior References

381181

Estate Fee Simple

Area 477 square metres more or less
Legal Description Lot 693 Deposited Plan 520200

Registered Owners

Michael Craig O'Donnell and Tessa Kahira Maria Tukaki-Moon

Interests

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

10190542.1 Court Order pursuant to Section 317 Property Law Act 2007 extinguishing the drainage easements shown on DRP 3953 to the extent that they burden CTs 625607, 625857, 625858, 381181, 347815, CB9K/366, CB9K/367 and CB4A/1261 created by Deed of Easement 79006 - 15.9.2015 at 2:38 pm

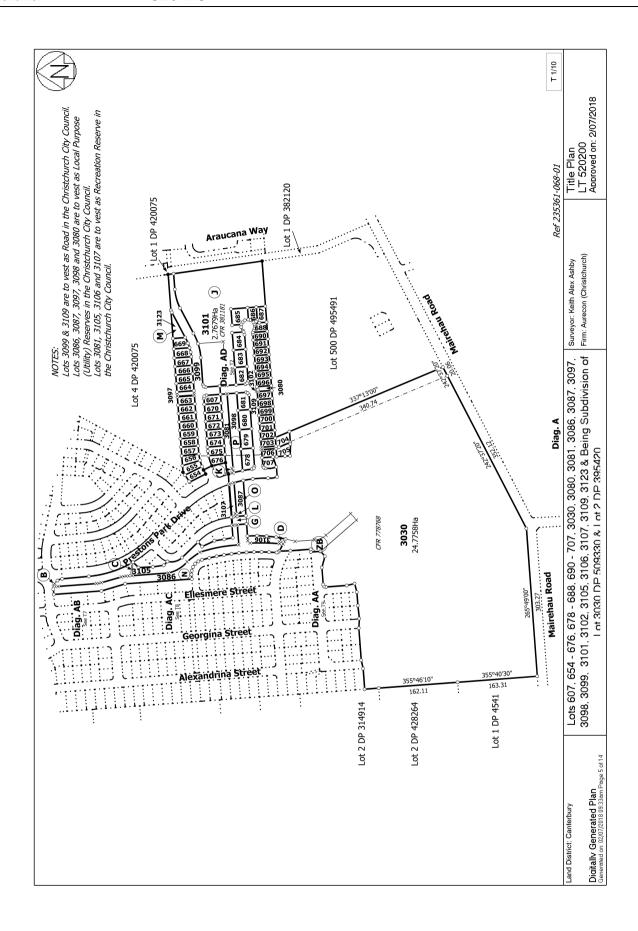
Land Covenant in Easement Instrument 10369087.2 - 31.3.2016 at 5:18 pm

11091701.9 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.8.2018 at 9:31 am

Land Covenant in Easement Instrument 11091701.13 - 13.8.2018 at 9:31 am

Land Covenant in Easement Instrument 11091701.14 - 13.8.2018 at 9:31 am

11277570.2 Mortgage to ASB Bank Limited - 15.11.2018 at 12:10 pm





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 Ore

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

DocID: 21419201

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:
- 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



- (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.

pate: 07 September 20

Registrar / Deputy Registrar



MANUAL DEALING LODGEMENT FORM

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	d	7						Notices								14	Debit m	or Cash / Cheque enclosed for (Only pay in cash if depositing in drop box at a LINZ processing centre)	or Eff-pos payment due for (Eff-pos only available if lodging the dealing in person at a LINZ processing centre)
	Dealing/SUD Number: (LINZ use only)		Priority Barcode/Date Stamp (LINZ use only)		Plan NumberPre-Allocated or	to be Deposited:	Rejected Dealing Number:	Resubmission								Less fees paid on Dealing #		l AjuO)	(Eft-pos only avail
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001	Harper		2646	rch 8140			3-245	Names of Parties	CDL Land New Zealand Limited & CCC					Annotations (LINZ use only)				Oridinal Signatures?	Viginal cignatures:
sblair001	Anthony Harper		PO Box 2646	Christchurch 8140			102856-245	Type of Instrument	8					7	んかいみ	Oign	>		
Landonline User ID:	LODGING FIRM:	Private Individual:	Address:			ASSOCIATED FIRM:	Client Code / Ref:	CT Ref	See Schedule					Land Information New Zealand Manual Dealing Lodgement Form	Fees Receipt and Tax Invoice	GST Registered Number 17-022-895		LINZ Form Poos	
ٽ						AS		Priority Order	~	2	က	4	2	Land Info	lulus.	GST			

* 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 quide.

MANUAL DEALING LODGEMENT FORM Title Schedule

				CT Ref	·			
				Line Number	17	18	19	20
				CT Ref				
				Line Number	13	14	15	16
				CT Ref				
				Line Number	6	10	7-	12
sblair001	Anthony Harper		102856-245	CT Ref	347815	CB9K/366	CB9K/367	CB4A/1261
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Landonline User ID:	LODGING FIRM:	Private Individual:	Client Code / Ref.	CT Ref	\$ 625607	625857	625858	381181
			,	Line Number	-	7	m	4

View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type

10369087.2 Registered 31 March 2016 17:18 Murray, Barbara Rae Easement Instrument



fected Computer Registers	Land District	
22739	Canterbury	
81181	Canterbury	
525607	Canterbury	
625857	Canterbury	
625858	Canterbury	
692927	Canterbury	
692929	Canterbury	
722737	Canterbury	
722738	Canterbury	
Annexure Schedule: Contains 4		

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 V 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

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 V prescribed period

Signed by Sirena Lisa Blair as Grantor Representative on 31/03/2016 09:18 AM

Grantee Certifications

V 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

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

V 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 Sirena Lisa Blair as Grantee Representative on 31/03/2016 09:19 AM

*** End of Report ***

V

V

Annexure Schedule: Page:1 of 4

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

	2015/6246
	APPROVED Registrar-General of Land
	Page 1 of 4 pages
Grantor	
CDL LAND NEW ZEALAND LIMITED	
Grantee	
CDL LAND NEW ZEALAND LIMITED	

Grant of Easement or Profit à 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) or profit(s) à prendre set out in Schedule A, or creates 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 ad	ditional Annexure Schedule, if required
Purpose (Nature and	Shown (plan	Servient Tenement	Dominant Tenement
extent) of easement; <i>profit</i> or covenant	reference)	(Computer Register)	(Computer Register) or in gross
Land Covenants		Lot 3200 DP 494193 (CFR 722739)	Lot 3030 DP 494193 (CFR 722737), Lot 1 DP 467428 (CFR 625607), Lot 2 DP 467428 (CFR 625858), Lot 2 DP 395420 (CFR 381181), Lot 3088 DP 494193 (CFR 722738), Lot 3003 DP 486184 (CFR 692927), Lot 3001 DP 486184 (CFR 692929)

Annexure Schedule: Page:2 of 4

							Page	2	of 4	pages
Easements or <i>profits à prendr</i> e righ	nts and p	owers (ii	ncludin	g terms	s, cover	nants an	d cond	itions	;)	_
Delete phrases in [] and insert men required	morandun	n numbei	r as req	uired; c	continue	in additi	ional Ar	nnexu	re Sche	dule, if
Unless otherwise provided below, the prescribed by the Land Transfer-Region	the rights julations 2	and por 2002 and	wers im l/or Scho	plied in adule Fi	specifi	ed class Proper	es of e	asem Act 20	ent are 07	thos e
The implied rights and powers are he	ereby [va i	ried] [ne	gatived] [adde	d toj or	įsubstit	uted) b	y.		
[Memorandum number	1	, registen	ed unde	r sectio	n 155A	of the La	ınd Trai	isfer /	∖ct 1952	+
[the provisions set out in Annexure S	Schedule	}								
Covenant provisions Delete phrases in [] and insert Men	morandun	n numbe	er as rec	quired; (continue	in addit	tional A	nnexu	ıre Sche	edule, if
required										······································
The provisions applying to the specifi	fied cover	nants are	those s	et out i	n:					
[Memorandum number	,	registere	ed unde	r sectio	n 155A t	of the La	nd Tran	isfer /	(ct 1952	}
[Annexure Schedule 1]										

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

Annexure Schedule: Page: 3 of 4

Annexure Schedule 1

Page 3 of 4 Pages

Insert instrument type

|--|

Continue in additional Annexure Schedule, if required

ANNEXURE SCHEDULE 1

The Grantor hereby covenants and agrees with the Grantee in the manner set out in Schedule B below so that such covenants shall:

- 1.1 burden and run with each of the lots (and each part of them) comprised in the Servient Tenements referred to in Schedule A; and
- 1.2 be for the benefit of and appurtenant to each of the lots (and each part of them) referred to in the Dominant Tenements referred to in Schedule A;

and the Grantee and the Grantor hereby request that such covenants be noted against the Computer Freehold Registers set out in Schedule A.

SCHEDULE B

- The Grantor covenants, in relation to each Servient Tenement of which it is registered proprietor:
 - (a) To consent to the proposed and actual development activities required as part of the subdivision known as Prestons Park by the Grantee and its contractors conducted or to be conducted on the Dominant Tenement (including the sale of any land owned by the Grantee within that subdivision) and such activities as are associated with or incidental to the operation of the subdivision ("Subdivision"). This includes providing when requested affected party approval to any planning application of the Grantee relating to the Subdivision, in accordance with section 95D(e) Resource Management Act 1991;
 - (b) Not to allow, permit, suffer or undertake any interference, restraint, challenge, complaint or objection to the Subdivision;
 - (c) Not to allow, permit, suffer or undertake the bringing of any proceedings for damages, negligence, nuisance, trespass or interference arising from the operation of the Subdivision; and
 - (d) Not to make, lodge, be a party to, provide assistance in any respect of, finance or contribute towards the cost of any request, complaint, submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, restrict, prevent or prohibit the commencement, continuation or recommencement of the Subdivision or any part thereof.
- The covenants in this instrument will immediately cease to apply 10 years after the date of this instrument (but without prejudice to the liability of any party for any breaches which have already occurred).
- The Grantee shall not be required or obligated to enforce all or any of the foregoing covenants, stipulations and restrictions.

SLB-102856-299-201-V2

Annexure Schedule: Page:4 of 4

Annexure Schedule 1

Page 4 of 4 Pages

Insert instrument type

Land Covenant		

Continue in additional Annexure Schedule, if required

- If there should be any breach or non-observance of any of the foregoing covenants then without prejudice to any other liability which the Grantor may have to any person having the benefit of these covenants, the Grantor will upon written demand being made by any Grantee pay to the person 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.
- The Grantor covenants that the Grantor will at all times save harmless and keep indemnified the Grantee from all proceedings, costs, claims and demands in respect of breaches by the Grantor of any of the foregoing stipulations, restrictions and covenants.
- Without prejudice to clause 2, the covenants in this instrument will cease to apply to any Servient Tenement (or part thereof) which is intended at any time in the future to be vested 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.

SLB-102856-299-201-V2

View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type 11091701.9 Registered 13 August 2018 09:31 Fitchett, Dominic Inglis William



ument Type Consent Notice under s221(4)(a) Resource Management Act 1991

Affected Computer Registers	Land District
820388	Canterbury
820389	Canterbury
820390	Canterbury
820391	Canterbury
820392	Canterbury
820393	Canterbury
820394	Canterbury
820395	Canterbury
820396	Canterbury
820397	Canterbury
820399	Canterbury
820400	Canterbury
820401	Canterbury
820402	Canterbury
820403	Canterbury
820404	Canterbury
820405	Canterbury
820406	Canterbury
820407	Canterbury
820408	Canterbury
820409	Canterbury
820410	Canterbury
820411	Canterbury
820412	Canterbury
820413	Canterbury
820414	Canterbury
820415	Canterbury
820416	Canterbury
820417	Canterbury
820418	Canterbury
820419	Canterbury
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820423	Canterbury
820425	Canterbury
820426	Canterbury
820427	Canterbury
820428	Canterbury
820429	Canterbury
820430	Canterbury

Affected Computer Registers	Land District
820431	Canterbury
820433	Canterbury
820434	Canterbury
820435	Canterbury
820436	Canterbury
820437	Canterbury
820438	Canterbury
820439	Canterbury
820440	Canterbury
820441	Canterbury
820442	Canterbury
820443	Canterbury
Annexure Schedule: Contains	3 Pages.

Signature

Signed by Dominic Inglis William Fitchett as Territorial Authority Representative on 13/08/2018 08:24 AM

*** End of Report ***

Annexure Schedule: Page: 1 of 3



IN THE MATTER OF the Resource Management Act 1991

AND

IN THE MATTER OF DP 520200 and Subdivision Consent RMA/2013/1085

CONSENT NOTICE PURSUANT TO SECTION 221, RESOURCE MANAGEMENT ACT 1991

To: The Registrar General of Lands

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:

All Lots:

Geotechnical / 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) and shall be investigated in accordance with MBIE Guidelines "Repairing and rebuilding houses affected by the Canterbury earthquakes" (December 2012) or subsequent revision document.

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 South Stages W, X and Y - Revision 0 prepared by Aurecon and dated 18 April 2017 and any additional restrictions noted within the report.

Lots 678-684

Density Band

This Lot is identified as Density A and is to be developed in accordance with the relevant provisions of the Living G (Prestons) Residential New Neighbourhood (Prestons) zone.

Lots 686 - 688, 690 - 703 & 706 - 707:

Density Band

This Lot is identified as **Density B** and is to be developed in accordance with the relevant provisions of the Living G (Prestons) zone.

Lot Yield for High Density Development Lots – Density Band A:

Lot 678

On development this Lot shall yield a minimum of 4 allotments for Density A residential use

Lot 679

On development this Lot shall yield a minimum of 4 allotments for Density A residential use

Lot 680

On development this Lot shall yield a minimum of 4 allotments for Density A residential use

Annexure Schedule: Page:2 of 3

Lot 681

On development this Lot shall yield a minimum of 4 allotments for Density A residential use

Lot 682

On development this Lot shall yield a minimum of 4 allotments for Density A residential use

Lot 683

On development this Lot shall yield a minimum of 4 allotments for Density A residential use

Lot 684

On development this Lot shall yield a minimum of 4 allotments for Density A residential use

<u>AND THAT</u> 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:

- 619m² being Lot 607 DP 520200 comprised in Computer Freehold Register 820405
- 647m² being Lot 654 DP 520200 comprised in Computer Freehold Register 820388
- 650m² being Lot 655 DP 520200 comprised in Computer Freehold Register 820389
- 609m² being Lot 656 DP 520200 comprised in Computer Freehold Register 820390
- 603m² being Lot 657 DP 520200 comprised in Computer Freehold Register 820391
- 602m² being Lot 658 DP 520200 comprised in Computer Freehold Register 820392
- 602m² being Lot 659 DP 520200 comprised in Computer Freehold Register 820393
- 602m² being Lot 660 DP 520200 comprised in Computer Freehold Register 820394
- 602m² being Lot 661 DP 520200 comprised in Computer Freehold Register 820395
- 602m² being Lot 662 DP 520200 comprised in Computer Freehold Register 820396
- 602m² being Lot 663 DP 520200 comprised in Computer Freehold Register 820397
- 608m² being Lot 664 DP 520200 comprised in Computer Freehold Register 820399
 607m² being Lot 665 DP 520200 comprised in Computer Freehold Register 820400
- 608m² being Lot 666 DP 520200 comprised in Computer Freehold Register 820401
- 619m² being Lot 667 DP 520200 comprised in Computer Freehold Register 820402
- 632m² being Lot 668 DP 520200 comprised in Computer Freehold Register 820403
- 630m² being Lot 669 DP 520200 comprised in Computer Freehold Register 820404
- 602m² being Lot 670 DP 520200 comprised in Computer Freehold Register 820406
- 602m² being Lot 671 DP 520200 comprised in Computer Freehold Register 820407
- 602m² being Lot 672 DP 520200 comprised in Computer Freehold Register 820408
- 602m² being Lot 673 DP 520200 comprised in Computer Freehold Register 820409
- 602m² being Lot 674 DP 520200 comprised in Computer Freehold Register 820410
- 611m² being Lot 675 DP 520200 comprised in Computer Freehold Register 820411
- 607m² being Lot 676 DP 520200 comprised in Computer Freehold Pegister 820412
- 1077m² being Lot 678 DP 520200 comprised in Computer Freehold Register 820413
- 990m² being Lot 679 DP 520200 comprised in Computer Freehold Register 820414
 990m² being Lot 680 DP 520200 comprised in Computer Freehold Register 820415
- 990111 being bit 660 DF 520200 comprised in Computer Freehold Register 820416
 883m² being Lot 681 DP 520200 comprised in Computer Freehold Register 820416
- 883m² being Lot 681 DP 520200 comprised in Computer Freehold Register 820417
- 890m² being Lot 683 DP 520200 comprised in Computer Freehold Register 820418
- 887m² being Lot 684 DP 520200 comprised in Computer Freehold Register 820419
- 1029m² being Lot 685 DP 520200 comprised in Computer Freehold Register 820420

Annexure Schedule: Page:3 of 3

502m² being Lot 686 DP 520200 comprised in Computer Freehold Peaister 820421 648m² being Lot 687 DP 520200 comprised in Computer Freehold Register 820422 478m² being Lot 688 DP 520200 comprised in Computer Freehold Register 820423 479m² being Lot 690 DP 520200 comprised in Computer Freehold Register 820425 477m² being Lot 691 DP 520200 comprised in Computer Freehold Register 820426 477m² being Lot 692 DP 520200 comprised in Computer Freehold Register 820427 477m² being Lot 693 DP 520200 comprised in Computer Freehold Register 820428 477m² being Lot 694 DP 520200 comprised in Computer Freehold Register 820429 477m² being Lot 695 DP 520200 comprised in Computer Freehold Register 820430 477m² being Lot 696 DP 520200 comprised in Computer Freehold Register 820431 490m² being Lot 697 DP 520200 comprised in Computer Freehold Register 820433 490m² being Lot 698 DP 520200 comprised in Computer Freehold Register 820434 490m² being Lot 699 DP 520200 comprised in Computer Freehold Register 820435 490m² being Lot 700 DP 520200 comprised in Computer Freehold Register 820436 490m² being Lot 701 DP 520200 comprised in Computer Freehold Register 820437 490m² being Lot 702 DP 520200 comprised in Computer Freehold Register 820438 490m² being Lot 703 DP 520200 comprised in Computer Freehold Register 820439 814m² being Lot 704 DP 520200 comprised in Computer Freehold Register 820440 634m² being Lot 705 DP 520200 comprised in Computer Freehold Register 820441 495m² being Lot 706 DP 520200 comprised in Computer Freehold Register 820442 500m² being Lot 707 DP 520200 comprised in Computer Freehold Register 820443

DATED this 12th day of July 2018

SIGNED for and on behalf of CHRISTCHURCH CITY COUNCIL

Sean M Ward

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 11091701.13 Registered 13 August 2018 09:31 Fitchett, Dominic Inglis William Easement Instrument



Affected Computer Registers	Land District
820388	Canterbury
820389	Canterbury
820390	Canterbury
820391	Canterbury
820392	Canterbury
820393	Canterbury
820394	Canterbury
820395	Canterbury
820396	Canterbury
820397	Canterbury
820399	Canterbury
820400	Canterbury
820401	Canterbury
820402	Canterbury
820403	Canterbury
820404	Canterbury
820405	Canterbury
820406	Canterbury
820407	Canterbury
820408	Canterbury
820409	Canterbury
820410	Canterbury
820411	Canterbury
820412	Canterbury
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820427	Canterbury
820428	Canterbury
820429	Canterbury

Affected Computer Registers	Land District
820431	Canterbury
820433	Canterbury
820434	Canterbury
820435	Canterbury
820436	Canterbury
820437	Canterbury
820438	Canterbury
820439	Canterbury
820440	Canterbury
820441	Canterbury
820442	Canterbury
820443	Canterbury

Annexure Schedule: Contains 8 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

W.

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

Y

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

V

Signature

Signed by Dominic Inglis William Fitchett as Grantor Representative on 13/08/2018 08:24 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

V

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

V

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with

n 🗸

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

V

Signature

prescribed period

Signed by Dominic Inglis William Fitchett as Grantee Representative on 13/08/2018 08:24 AM

*** End of Report ***

Annexure Schedule: Page:1 of 8

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

_		
	2015/6246 APPROVED	
	Registrar-General of Land	
	Page 1 of 8 pages	
Grantor		
CDL LAND NEW ZEALAND LIMITED		
Grantee		
CDL LAND NEW ZEALAND LIMITED		

Grant of Easement or Profit à 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) or *profit*(s) à *prendre* set out in Schedule A, **or creates** 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 (Nature and	Shown (plan	Servient Tenement	Dominant Tenement	
extent) of easement; <i>profit</i> or covenant	reference)	(Computer Register)	(Computer Register) or in gross	
Land Covenants	DP 520200	Lots 678 - 684 on DP 520200 (CFRs 820413 - 820419)	Lots 607, 654 - 676, 678 - 688, 690 - 707 on DP 520200 (CFRs 820388 - 820397, 820399 - 820423, 820425 - 820431, 820433 - 820443)	

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

Annexure Schedule: Page:2 of 8

		Page	2	of	8	pages
Easements or <i>profits à prendre</i> rights and po	wers (including terms, cov	enants and cond	itions	;)		•
Delete phrases in [] and insert memorandum required	number as required; continu	ıe in additional Ar	าnexu	re S	Schec	dule, if
Unless otherwise provided below, the rights prescribed by the Land Transfer Regulations 26	and powers implied in spec 002 and/or Schedule Five of t	i fied classes of e he Property Law /	asem 1ct 20	i ent 1 07	are ·	those
The implied rights and powers are hereby [vari	ed] [negatived] [added to] d	ਸ [substituted] b	y.			
[Memorandum number , 1	registered under section 155/	\ of the Land Trar	isfer /	\ct	1952]	
[the provisions set out in Annexure Schedule	1					
Covenant provisions						
Delete phrases in [] and insert Memorandum required	number as required; continu	ıe in additional Ar	пехи	re S	Schec	dule, if
The provisions applying to the specified covena	ants are those set out in:					
[Memorandum number , n	egistered under section 155A	of the Land Tran	sfer A	ı ct 1	952]	
[Annexure Schedule 1]						

REF: 7203 – AUCKLAND DISTRICT LAW SOCIETY INC.

Annexure Schedule: Page:3 of 8

Annexure Schedule 1

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Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

Scope and definitions

- The Grantor hereby covenants and agrees with the Grantee in the manner set out below so that such covenants shall:
 - (a) Burden and run with each of the Servient Tenements referred to in Schedule A: and
 - (b) Be for the benefit of and appurtenant to each of the Dominant Tenements 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) "DB Developer" means the registered proprietor of any Land that has not been Subdivided since the Developer ceased to be the registered proprietor of that Land. By way of explanation, usually the DB Developer will have purchased the Land from the Developer, with the intention of building a development block on the Land, subdividing the Land, and selling the Subdivided parts of the Land to DB Purchasers. The Developer cannot be a DB Developer;
 - (b) "DB Purchaser" means the registered proprietor or proprietors of any part of the Land, after the Land (as it is described in Schedule A) has been Subdivided.
 - (c) "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;
 - (d) "fence" includes a wall;
 - (e) "Land" means each of the Servient Tenements described in Schedule A; and
 - (f) "Subdivide" means subdivide or subdivided within the meaning of the Resource Management Act 1991 or any modification, amendment or reenactment of it.

Land covenants that apply only to the DB Developer

If the Grantor is the DB Developer for the Land it must in relation to that Land:

Design approval

(a) 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 as part of a development block for which the 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

REF: DIF-102856-795-94-1

Annexure Schedule: Page:4 of 8

Annexure Schedule 1

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Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

submitted to the Developer and have received the Developer's written approval.

Building

- (b) Ensure that:
 - the laying down of foundations for building in accordance with the Developer's written approval pursuant to clause 3(a) is started within 6 months of the Developer providing its approval under clause 3(a);
 - (ii) any building, driveway and landscaping on the Land is completed within 12 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 3 months;
 - (iii) 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(a);
 - (iv) any other requirements for the building phase which form part of the Developer's approval under clause 3(a) are complied with by the Grantor;
 - (v) any driveway on the Land is formed, prior to occupation of the dwelling, to comply with the requirements of the Christchurch City Council District Plan including sealing the driveway;

Subdivision

- (c) Not Subdivide the Land except as part of a development block approved by the Developer;
- (d) Not amalgamate the title to the Land (or any part of it) with another title.

Land covenants that apply only to DB Purchasers

4 If the Grantor is a DB Purchaser of the Land (or any part of it) it must in relation to that Land (or that part) not Subdivide the Land nor amalgamate the title to the Land with another title.

Land covenants that apply to DB Developers and DB Purchasers

The Grantor must in relation to any Land of which it is the registered proprietor:

No interference with DB Developers

(a) 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 any DB Developer in respect of the subdivision and sale of Land owned by the DB Developer.

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Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

- (b) 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 the Land owned by the DB Developer.
- (c) 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 the Land owned by the DB Developer.
- (d) If required, on request by a DB Developer, provide affected party approval to any planning application referred to in clause 5(a) in accordance with the provisions of section 95D(e) Resource Management Act 1991.

No interference with development of Prestons Park Subdivision

- (e) Clauses 5(a) to 5(d) inclusive will also apply (with all necessary modifications) to the development, subdivision and sale by the Developer of any land owned by the Developer within the Prestons Park subdivision.
- (f) The Grantor, in relation to any Land owned by the Grantor, 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 or any DB Developer. Clauses 5(a) to 5(d) inclusive will apply (with all necessary modifications) to the existence, layout and reasonable use of the playgrounds.

Nuisance

- (g) Not allow any animal to be kept on or about the Land which 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 in whole or part appears to be a Pit Bull Terrier, Rottweiler or Doberman Pinscher.
- (h) 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

(i) 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.

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(a), not erect or permit to be erected on the Land a fence:

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Continue in additional Annexure Schedule, if required

- (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 10.2.5(b)(iv) in the District Plan), unless authorised by a resource consent; or
- (iii) 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
- (iv) Which is higher than 1.8 metres above natural ground level, at any point (subject to clauses 5(k)(ii) & (iii));or
- (v) Without first receiving the prior written consent of the Developer to the plans, specifications, details of construction, finish and location of the fence
- (I) 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 endure for the benefit of any subsequent registered proprietor of any such adjoining Land. This clause 5(m) overrides clause 5(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 5(n). A "Qualifying Fence" means a fence on a shared boundary between the Grantor's Land and adjoining Land owned by the neighbour. However this clause does not benefit or need to be complied with by the Developer or the DB 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(h) and has Christchurch City Council approval.

Tidy appearance

- (p) 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;
- (q) Keep the Land in a neat and tidy condition and not permit excessive growth of grass (beyond 100mm in length);
- (r) 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 Grantor or its

Annexure Schedule: Page: 7 of 8

Annexure Schedule 1

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Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

contractors, employees, agents and invitees;

(s) Not cut, trim, damage, remove or relocate any tree, shrub or plant on the road reserve without the prior approval of the Developer and Christchurch City Council;

Monitoring

(t) 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

- (u) 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:
- (v) Fully encase any chimney in materials and in a manner approved by the Developer in writing.

Enforcement

- 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 Grantor.
- If there should be any breach or non-observance of any of the foregoing covenants then without prejudice to any other liability which the Grantor may have to any Grantee, the Grantor will upon written demand being made by any Grantee:
 - (a) Pay to any Grantee 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 Grantor's Land any second hand or used dwelling, garage, carport, building or other structure erected or placed on the Grantor'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.
- 8 The Grantor covenants that it will at all times indemnify the Grantee from all proceedings, costs, claims and demands in respect of breaches by the Grantor of any of the stipulations, restrictions and covenants in this instrument.

Annexure Schedule: Page:8 of 8

Annexure Schedule 1

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Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

General

- 9 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).
- Without prejudice to clause 9, 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.
- Subject to clause 5(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.

View Instrument Details



Instrument No Status Date & Time Lodged Lodged By Instrument Type 11091701.14 Registered 13 August 2018 09:31 Fitchett, Dominic Inglis William Easement Instrument



	··
Affected Computer Registers	Land District
820388	Canterbury
820389	Canterbury
820390	Canterbury
820391	Canterbury
820392	Canterbury
820393	Canterbury
820394	Canterbury
820395	Canterbury
820396	Canterbury
820397	Canterbury
820399	Canterbury
820400	Canterbury
820401	Canterbury
820402	Canterbury
820403	Canterbury
820404	Canterbury
820405	Canterbury
820406	Canterbury
820407	Canterbury
820408	Canterbury
820409	Canterbury
820410	Canterbury
820411	Canterbury
820412	Canterbury
820413	Canterbury
820414	Canterbury
820415	Canterbury
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820430	Canterbury

Affected Computer Registers	Land District
820431	Canterbury
820433	Canterbury
820434	Canterbury
820435	Canterbury
820436	Canterbury
820437	Canterbury
820438	Canterbury
820439	Canterbury
820440	Canterbury
820441	Canterbury
820442	Canterbury
820443	Canterbury

Annexure Schedule: Contains 9 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 Dominic Inglis William Fitchett as Grantor Representative on 13/08/2018 08:24 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 Dominic Inglis William Fitchett as Grantee Representative on 13/08/2018 08:24 AM

*** End of Report ***

Annexure Schedule: Page:1 of 9

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

	2015/6246 APPROVED Registrar-General of Land
_	Page 1 of 9 pages
Grantor	
CDL LAND NEW ZEALAND LIMITED	
Grantee	
CDL LAND NEW ZEALAND LIMITED	

Grant of Easement or Profit à 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) or *profit*(s) à *prendre* set out in Schedule A, **or creates** 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 (Nature and	Shown (plan	Servient Tenement	Dominant Tenement		
extent) of easement; <i>profit</i> or covenant	reference)	(Computer Register)	(Computer Register) or in gross		
Land Covenants	DP 520200	Lots 607, 654 - 676, 685 - 688, 690 - 707 on DP 520200 (CFRs 870388 - 820397, 820399 - 820412, 820420 - 820423, 820425 - 820431, 820433 - 820443)	Lots 607, 654 - 676, 678 - 688, 690 - 707 on DP 520200 (CFRs 820388 - 820397, 820399 - 820423, 820425 - 820431, 820433 - 820443)		

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

Annexure Schedule: Page:2 of 9

Page	2	of	9	pages
Easements or <i>profits à prendre</i> rights and powers (including terms, covenants and cond	itions	s)		1
Delete phrases in [] and insert memorandum number as required; continue in additional Al required	пехи	re S	3chec	dule, if
Unless otherwise provided below, the rights and powers implied in specified classes of e prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law?	asem 1ct 20	ient 1 07	are	those
The implied rights and powers are hereby [varied] [negatived] [added to] or [substituted] b	y.			
[Memorandum number , registered under section 155A of the Land Tran	isfer /	\ct	1952]	
[the provisions set out in Annexure Schedule]				
Covenant provisions				
Delete phrases in [] and insert Memorandum number as required; continue in additional Al required	пехи	re S	Sched	dule, if
The provisions applying to the specified covenants are those set out in:				
Memorandum number, registered under section 155A of the Land Tran	sfer A	ct 1	952]	
[Annexure Schedule 1]				

REF: 7203 – AUCKLAND DISTRICT LAW SOCIETY INC.

Annexure Schedule: Page:3 of 9

Annexure Schedule 1

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Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

Scope and definitions

- The Grantor hereby covenants and agrees with the Grantee in the manner set out below so that such covenants shall:
 - (a) Burden and run with each of the Servient Tenements referred to in Schedule A; and
 - (b) Be for the benefit of and appurtenant to each of the Dominant Tenements 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) the "continuous length" of a fence includes:
 - (i) any attached fence return within two metres of the road boundary; and
 - (ii) any gate attached to the fence;
 - (c) "DB Developer" means a registered proprietor of a DB Lot which has not been Subdivided since the Developer ceased to be the registered proprietor of the DB Lot. By way of explanation, usually the DB Developer will have purchased from the Developer, with the intention of building a comprehensive residential development, subdividing, and selling the Subdivided parts. The Developer cannot be a DB Developer;
 - (d) "DB Lot" means a development block, being each of the Lots 678 684 on Deposited Plan 520200;
 - (e) "Density B Lot" means each of the Lots 686, 688, 690 703, 706 and 707 on Deposited Plan 520200;
 - (f) "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;
 - (g) "fence" includes a wall; and
 - (h) "Land" means each of the Servient Tenements described in Schedule A.
 - (i) "Subdivide" means subdivide or subdivided within the meaning of the Resource Management Act 1991 or any modification, amendment or reenactment of it.

Restrictions on development and use of the Land

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Annexure Schedule 1

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Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

3 The Grantor shall, in relation to any Land owned by the Grantor:

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 with (at least) a double garage;

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) 150m² for all Density B Lots;
 - (B) 175m² for all Land of a size between 600m2 650m2 (inclusive);
 - (C) 220m² for all Land of a size 800m2 or bigger.

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 Grantor 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

Annexure Schedule: Page: 5 of 9

Annexure Schedule 1

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Land Covenant

Continue in additional Annexure Schedule, if required

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 a multi-storey dwelling house on the Land, unless the Grantor's Land is any of Lots 607, 663, 670-676, 685-687 or 697 on Deposited Plan 520200.

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) For Land in a title containing greater than 400m², 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 10.2.5(b)(iv) in the District Plan) unless authorised by a resource consent; or
 - (iii) 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
 - (iv) Which is higher than 1.8 metres above natural ground level, at any point (subject to clauses 3(k)(ii) & (iii)); or
 - (v) Which is made of materials which (in the Developer's opinion) are not harmonious with the materials used in the dwelling on the Grantor's land.

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Annexure Schedule 1

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Land Covenant

Continue in additional Annexure Schedule, if required

- (I) 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 endure 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 Grantor'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:
 - 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;
 - 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 Grantor.

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).

Annexure Schedule: Page: 7 of 9

Annexure Schedule 1

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Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

- (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 Grantor 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.

No interference with DB Developers

- (x) 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 any DB Developer in respect of the subdivision and sale of a DB Lot owned by the DB Developer;
- (y) 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 a DB Lot owned by any DB Developer;
- (z) 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 a DB Lot owned by any DB Developer;
- (aa) If required, on request by a DB Developer, provide affected party approval to any planning application referred to in clause 3(x) in accordance with the provisions of section 95D(e) Resource Management Act 1991;

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Annexure Schedule 1

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Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

No interference with development of Prestons Park subdivision

- (ab) Clauses 3(x) to 3(aa) inclusive will also apply (with all necessary modifications) to the development, subdivision and sale by the Developer of any land owned by the Developer within the Prestons Park subdivision.
- (ac) The Grantor, in relation to any Land owned by the Grantor, 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 or any DB Developer. Clauses 3(x) to 3(aa) inclusive will apply (with all necessary modifications) to the existence, layout and reasonable use of the playgrounds.

Nuisance

- (ad) Not allow any animal to be kept on or about the Land which 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 in whole or part appears to be a Pit Bull Terrier, Rottweiler or Doberman Pinscher.
- (ae) 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

(af) 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

- 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 Grantor.
- If there should be any breach or non-observance of any of the foregoing covenants then without prejudice to any other liability which the Grantor may have to any Grantee, the Grantor will upon written demand being made by any Grantee:
 - (a) Pay to any Grantee 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

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Annexure Schedule 1

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Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

- (b) If applicable, remove or cause to be removed from the Grantor's Land any second hand or used dwelling, garage, carport, building or other structure erected or placed on the Grantor'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.
- The Grantor covenants that the Grantor will at all times indemnify the Grantee from all proceedings, costs, claims and demands in respect of breaches by the Grantor of any of the stipulations, restrictions and covenants in this instrument.

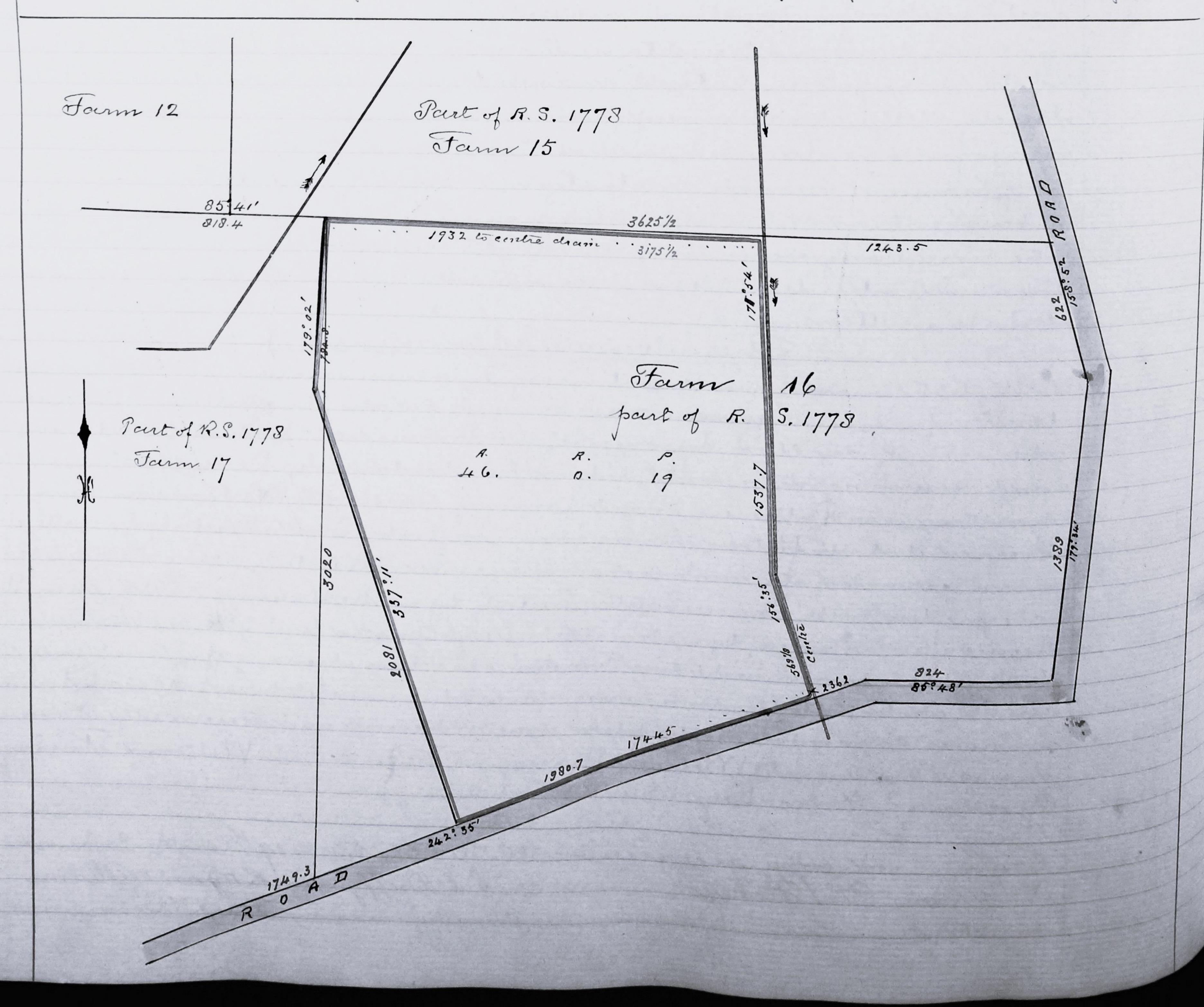
General

- 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).
- 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(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.

Rega at 11.50. a. W. 16 Nov. 1898. Pounds the Shutesty and state of the Sound single for the 20th of t J. D. Frankish Esq a or: W Richard Ralk Junt. Conveyance of bout of Stann 16 pont of 18:5.1443. Elvistelmbreh District Lorstwegt. N. 74251. Muthers Williams Selicitor 27/- enistelmelv.

Stro Chelle John Dowed Frenkrish of the buty Sheetings Stampoffice of elevisted with Provincial Side Pence NOV. 14 1988. District of counterbury in the lookong of New yearand Doctor of Medicine William Rece of the same place Frommonger and John anderson the younger of the same place Engineer (heremetter referred to as the Vendors) of the one part and Richard Park the younger of Slivery near the said loity of elistelimet Farmer (heremaster referred to as the Ameliaser) of the other part Whereas Edward Rece late of elinstehnich aforesaid Frommonger deceased duly made and escecuted his last Will and Testerment bearing date the Sports day of November on extrousand Leight hundred omdreeghty four and thereby gave and

devised unto the Vendors their heirs and assigns all the real estate of which he should be beneficially entitled at the time of his death Upon hust to oelland convert the semme into money report such terms and conditions as they should strink most ad: Vantageous and appointed the Vendors Mustees and escecutors of his said Willand Whereas the said Destator being their ouzed of the dann minhered 16 on the plan deposited me the Deeds Registry Office at Churchennow aforesaid as Number 3953 for an Estate of inheritance in fee smile died on the twelfth day of September one strous and eight hundred and eighty five without having revoked or altered his said Will and the same was duly proved by the Vendos in the Supreme bount of New Zealand leanterburg Destrict at blustelmech afore= said om the I wenty mit day of September one thousand eight hindred and eighty live and Where as the Vendors as such Instees as aforesaed have agreed With the Mondras er for the absolute sale to lim of the parcel of land and foreneses



Intended to be hereby conveyed being part of the said Tarm membered Ab on the said deposited plane and the inherisance thereof in fee simple in possession free from incumbrances for the price of one strong and one hundred and sice pounds owenteen skillings and Whereas deposited plan which sind out and made through the Turn Annhered Ab on the out and We ereas it have is indicated in the said deposited show by a line of blue color drawing water as the as been agreed believe with Vendors and the Ameliase that the right of drawing water along the drawn through the said Tarm Number 16 as shown in the out deposited plan and the plander endorsed shall be granted to the Ameliased and that the right of drawing water along the drawn strough strategut of Farm No intended to be hereby conveyed as shown in the suid deposited plant and the plant hereon endorsed shall be reserved unto the Vendors and street the Vendors and the Romaniser shall enterints mutual commands for the maintenance of the said drains as hereinalter mentioned Now this deed With esseth that in promounce of the said agreement and in consideration of the own of denembres and one hundred and sice pounds seventeen shillings beid by the Ameliased to the Vendors (The receipt whereof is hereby acknowledged) They the Vendors do and each ob men doit breveley convey and asserve mito the Prochaser and his beins all that parcel oftend containing by admeasurement Forty sise cieres mieteen perches be the same a lette more or less setuate morte Elmistchwich District of the ocied Prosimical District of blanderberry being part of the Farm Numbered 16 on the Plan desposited in the Deeds Registry Office at elistelimetr aforesaid as Number 3953 and being part of Romal Section Numbered 1978 some map of the threef Surveyor of the said Provincial District of Canterbury setting out and describing the Winral land in the Unist church District aforesaid and bounded as follows Commencing et the Southermost evenerof the ocied Jann Number 16 thence North Westerly along the South Western boundary of said Jan 16 Trenty chams eighty one links Mence Northerly along the Western boundary of said farm of 16 Seven chams eighty four links and eight tenits of a link strance North Easterly along the North Western boundary of the soud Stein 16 Nimeteen chains stricty two links strence South Easterly along the centre of a drein and bearing 191:54 Hile een chains thirty seven links and seven tenths of a link whence South Carterly also along the centre of the said drain and bearing 156.35 Twe chams orsety me links and one half of a link to the South Castern boundary of the said farm 16 and from strence returning South Westerly along strat boundary Seventeen chams forty four links and one half of a link to the commencing point which said parcel of land is definealed in the plan hereon endorsed and therein in outhing whoved green Jugether with all beeldings and improvements on the said parcel of land and premises and with the full and minterrupted right of user for the passage flow and carrying off of water from that part of Farm Number 16 hereby conveyed through and along the draws or vialer evenses heretofore constructed and now roming though the said Ferm Numbered 16 omtre scied deposited plent of the width of four feet which social drawn or water course indicated or the said deposited plan and in the plan hereon endorsed by or line of blue color and with fire free and minterreefted liberty for the purchaser lin heurs and assigns agents surveyors workmen and servants with or Without horses courts wag gons and other mistrements and things at all reasonable times and after twenty fourthours notice to the Vendors streinheirs or assigns or other the person or persons from time to time entitled to or niterested in such parts of the said farm Numbered 16 as are not hereby conveyed to enter into and upon and go and vetum from such parts of the said Farm Number 16 as are not hereby convey doing as little demage as possible in order to inspect the condition of and amend repair recon: struct maintain cleanse and clear out the said drain or watercourse and also to deposit the soil and vulobish cleared or taken out of such drain or watercourse upon such pents of Jam Number 16 as one not hereby conveyed within six feet from the side of such draw or westercourse and all other rights of way and water easements and approxenences to the said parcel of land and enjoyed and all the said selections and als. pertaining or trerewith isually held and enjoyed and all the estate and interest of the Vendors and each of them in the said parcel of land and premises hereby conveyed Escept and reserving unto the Vendors their beins and assigns the full free and me = interrupted right of user for the pussions as shown in the said the forms of levels and assigns as shown in the said the of the Vendors their liens and assigns as she con inthe said deposited plan through and over the drains or watercourse heretofore constructed and now running through the said Farm Number 16 of a width of four feet which said drains or water course is

indicated on the said deposited plan and the plan bereau lereon endorsed by a line of the endors strein leins and entor and also full free and minhermited liberty for the Vendors strein leins and assigns agents surveyors workmen and servents with or without horses carts waggons and other motomments and things at all reasonable times and after twenty four hours notice to the Purchaser his heirs or assigns to enter into and upon and go and return your last fout of Farm Number 16 hereby conveyed doing as little samage as possible my order to inspect the condition of and amend and repair reconstruct mundain eleanse and clear out the said draw of Watercourse and also to deposit the soil and or which electred or taken out of such drains or watercourse upon that part of Daniel Mumber 16 hereby conveyed within sise feet from the side of such drawn or watercourse To hold the said parcel of land and premises mito the Anvolacised his heirs and assigns for ever Subject to all Water rights and rights of user through over and along the said down or Watercourse strongh the said Jan Muniber 16 granted by the Vendors to owners and Decembres of farms as street on the said deposited plant N. 3953 und to the full free and uninterrupted flow and passage at all times hereafter of the Water from the drawns as shown on the said podes see plan and therein colored Blue and the Romand son nereby for limself 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 meure any personal liability escept for his own acts and defaults) « evvenent With the Vendors their heirs and assegns that the Vendors Their heirs and assigns shall have and quietty enjoy the full free and minterelyted bas: sage and seow of water from the James of the Vendors their heirs and assigns as are shewing the said deposited plans along the said drew or water course through the said dann Number 16 as shewn in the said deposited plan and that he the Rometraser his heirs or assegns Will not Wirfully do or knowingly suffer anything wends may me any way myure or damage the said draw or watereuse though the said Farm Number 16 ormterdere with the free flow and bassage of water through the same And if he the Ameliaser his heirs or assegns sticker viriliely do or know: nigly suffer anything which shall myure or damage the said draw or water course or any part or parts strened or shall interfere with the free flow and passage of water strongly the same breathe Threshaser his heirs or assigns will forthwith at his or their over eschense properly and substantially orefair and make good all such mywry or damage and restore the free flow or passage of water through the oued draw or Valereouse and do all things necessary or esopedient for the proposes aforesaid or any of them Mother Vendors do breieby for themselves their heurs and assigns and so as to lend such pents of the said faire Number 16 as are not hereby con Veged and winds are no vested me the Vendors and the person orpersons from line to time entitled to or interested mothe same or any part or parts thereof vespec theely but not to meur any personal liability escept for their own acts and défaults covenant vont the Invelouser luis heirs and assigns strat the Invelouser his hers and assegns shall have and quietty enjoy the full force and mintercupled passage and sever of water momen aforescied from the said parcel of land hereby combéged stronghand along the drain or watercourse as she work the said deposited plan aming strongh the said farm Numbered 16 and strat ste Vendors streinsheirs or assigns will not wiefully do or knowingly suffer den state de de la son de la serie de la son de la said drains or vratere des stronger the said form mmbert & ormterfere with the free flow or passage of water through the same and that if the Vendov's their heirs or assigns alrale weight de or knowingly suffer anything which shall injure or damage the said draw or water course or any part or parts thereof respectively or shall interfere With the free feore and passage of water stronger and along the same they Vendors their heirs or assigns will forthwish at their own eschense property and substantially repair and make good all such injury, or damage and restore the free flow or personge of water strough and along the said draw or Walercourse and do all things necessary or esopedient for the proposes aforesaid or any of them and further that they the said Vendors their hours or assigns (so long as the same shall remain in their custody or control) shall and will at all times hereafter (moless forevented by fire or other mevitable accident) at the request much cost is at a violation of the request. the request and cost of the said formelieser his heis or assigns produce or cause

to be produced to him or before any locult Judge or arbitrator the said Probate of the Will of the said Edward Reece Numbered 44251 in the Deeds Registry Office at elmstehmelv aforesaid for evidencing the title who said parcel of land and furnish to lime or them copies of or eschreits from the said Probate and in the mean: De time beef the same, meanielled and mideliced In Witness whereif the said penties to treserpresents have herento set their hands and seals the day and year Sunt avove evritten 1 J. D. Frankeish Signed sealed emod delivered by the said Villiam Recel Som David Frankish William Recce 12.S. John anderson. Jr. Som anderson the younger and Richard Richard Palk Jave 1231 Spalla ithernomnger mortre presence of -

George St. Wright, leents to Jost truthers Williams

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Combaned edpy und received No. 79006 this 21st day of August 1889
Witness.

Silvin Deed made the Swentierte day of October one