

# GRIFFIOEN.

## RECORD OF TITLE

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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**  
**Search Copy**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **1207399**  
**Land Registration District** **Canterbury**  
**Date Issued** 22 January 2025

**Prior References**  
CB19B/118

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**Estate** Fee Simple  
**Area** 83 square metres more or less  
**Legal Description** Lot 6, 14 Deposited Plan 607358  
**Registered Owners**  
Fern Lindsay Limited

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**Estate** Fee Simple - 1/8 share  
**Area** 265 square metres more or less  
**Legal Description** Lot 9 Deposited Plan 607358  
**Registered Owners**  
Fern Lindsay Limited

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**Interests**

13085821.1 Mortgage to Squirrel P2P Trustee Limited - 19.8.2024 at 3:31 pm  
Subject to Section 241(2) Resource Management Act 1991 (affects DP 607358)

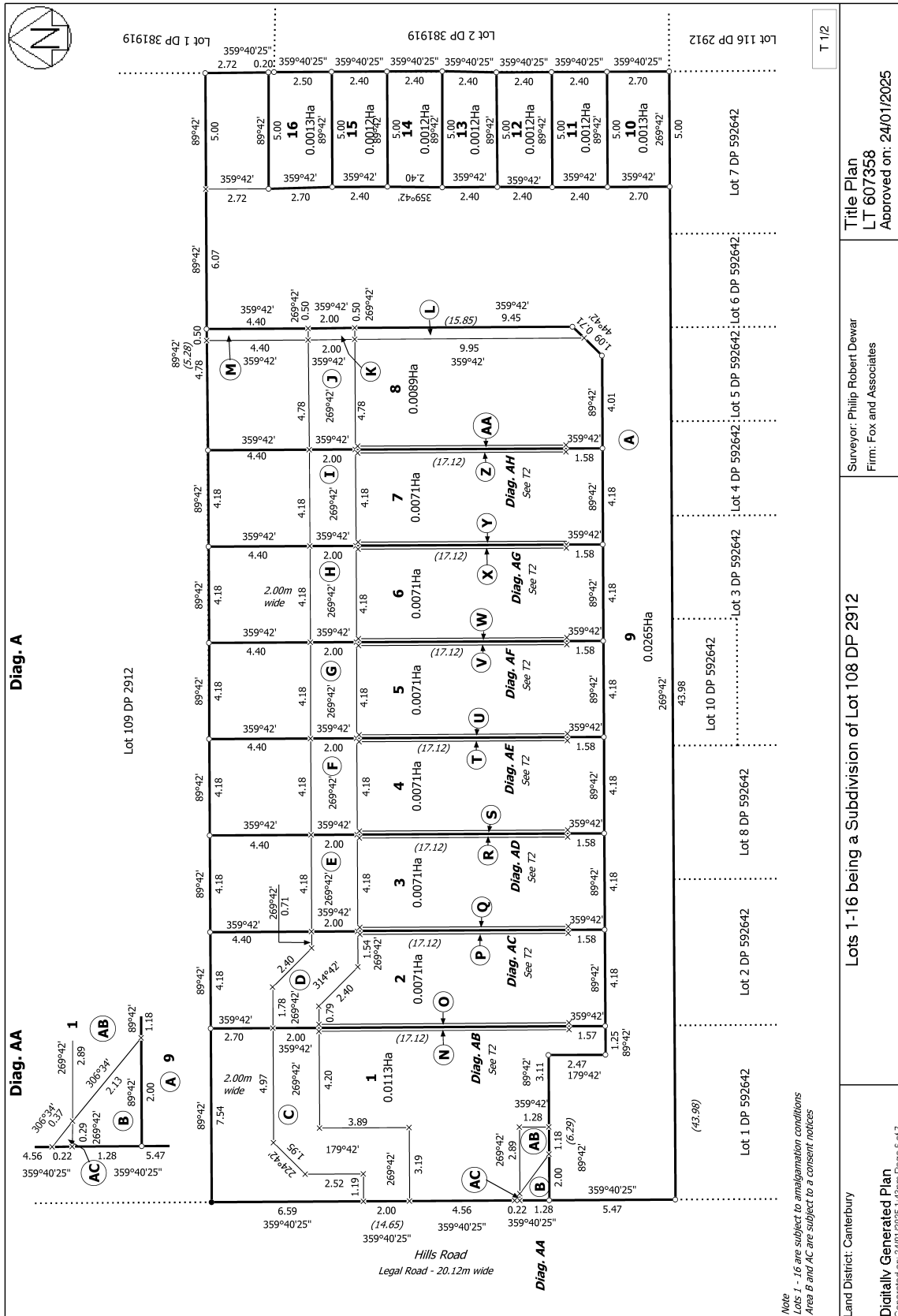
13167635.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 22.1.2025 at 3:51 pm (affects Lot 6 DP 607358)

Subject to a right of way, right to drain water and sewage, right to convey electricity, telecommunications and water over part Lot 9 DP 607358 marked A, right to drain water over part Lot 6 DP 607358 marked H, a party wall easement over part Lot 6 DP 607358 marked W and X all on DP 607358 created by Easement Instrument 13167635.3 - 22.1.2025 at 3:51 pm

Appurtenant to Lot 9 DP 607358 is a right to convey water, right to drain water and appurtenant to Lot 6 and Lot 14 DP 607358 is a right of way, right to drain sewage and water, right to convey electricity, telecommunications and water and appurtenant to Lot 6 DP 607358 a party wall easement created by Easement Instrument 13167635.3 - 22.1.2025 at 3:51 pm

The easements created by Easement Instrument 13167635.3 are subject to Section 243 (a) Resource Management Act 1991 Land Covenant in Covenant Instrument 13167635.5 - 22.1.2025 at 3:51 pm (affects Lot 6 DP 607358)

Subject to a right (in gross) to convey telecommunications over part Lot 9 DP 607358 marked A on DP 607358 in favour of Enable Networks Limited created by Easement Instrument 13167635.6 - 22.1.2025 at 3:51 pm



## View Instrument Details

<b>Instrument No</b>	13167635.6
<b>Status</b>	Registered
<b>Lodged By</b>	Parkinson, Alicia Marie
<b>Date &amp; Time Lodged</b>	22 Jan 2025 15:51
<b>Instrument Type</b>	Easement Instrument

<b>Affected Records of Title</b>	<b>Land District</b>
1207394	Canterbury
1207395	Canterbury
1207396	Canterbury
1207397	Canterbury
1207398	Canterbury
1207399	Canterbury
1207400	Canterbury
1207401	Canterbury

<b>Annexure Schedule</b>	Contains 4 Pages
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### Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage 13085821.1 has consented to this transaction and I hold that consent ☒

### Signature

Signed by Michael Ross Hogan as Grantor Representative on 10/02/2025 10:03 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 Andrew John Kirk as Grantee Representative on 05/02/2025 03:16 PM

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

## Form 22

**Easement instrument to grant easement or *profit à prendre****(Section 109 Land Transfer Act 2017)***Grantor****FERN LINDSAY LIMITED****Grantee****ENABLE NETWORKS LIMITED****Grant of Easement or *Profit à prendre***

**The Grantor**, being the registered owner of the burdened land set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

**Schedule A***Continue in additional Annexure Schedule, if required*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
<b>Right to Convey Telecommunications</b>	Area A on DP 607358	Lot 9 DP 607358 (RTs 1207394 to 1207401 (inclusive))	Enable Networks Limited (in gross)

**Easements or *profits à prendre* rights and powers (including terms, covenants, and conditions)**

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.

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

Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017.

the provisions set out in Annexure Schedule 1.

## Annexure Schedule 1

*Insert instrument type*

<b>Easement</b>
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*Continue in additional Annexure Schedule, if required*

### 1. Definitions

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1.1 In this Easement Instrument unless the context otherwise requires:

**Act** means the Telecommunications Act 2001.

**Burdened Land** means the land owned by the Grantor and described in Schedule A.

**Easement** means the easement granted in this Easement Instrument.

**Easement Land** means that part of the Burdened Land marked "A" on Deposited Plan 607358.

**Grantee** means Enable Networks Limited and includes the successors, assigns, servants and agents of the Grantee.

**Grantor** means Fern Lindsay Limited and includes the successors, assigns, servants and agents of the Grantor.

**Line** has the meaning given to that word in the Act and **Lines** has the same meaning.

**Telecommunication** has the meaning given to that word in the Act.

**Works** has the meaning given to that word in the Act.

### 2. Grants

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2.1 The Grantor grants to the Grantee the full free right, liberty and licence for all time from the date of registration of this Easement Instrument for the Grantee, its engineers, surveyors, servants, agents, employees, contractors and invitees from time to time and at all times:

2.1.1 to lay and maintain a Line or Lines in, over and under the soil of the Easement Land and to use such Line or Lines for the purposes of Telecommunication without interruption or impediment; and

2.1.2 subject to clause 3.3, to enter upon the Burdened Land with or without vehicles and with or without materials, machinery and implements and to remain there for the purposes of laying, maintaining, inspecting, repairing, renewing, replacing, upgrading or altering any Line or Lines and to open up the soil for the Easement Land and to make any cuttings, fillings, grades, batters or trenches and to reopen the same and generally to do and perform such acts or things upon the Easement Land as may be necessary to enable the Grantee to receive the full free use and enjoyment of the rights and privileges granted under this instrument;

on the terms and conditions set out in this Easement Instrument.

### **3. Grantee's Rights and Obligations**

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- 3.1 This Easement is not in substitution for, and is without prejudice to, such statutory rights and authorities as the Grantee may have from time to time in respect of the Burdened Land.
- 3.2 The ownership of all Lines and Works installed in, over or under the Burdened Land from time to time by the Grantee shall at all times remain vested in the Grantee and no person shall have any estate or interest in such Lines or Works by reason only of having an interest or an estate in the Burdened Land.
- 3.3 The Grantee will on each occasion give the Grantor reasonable prior notice of its intention to enter on the Burdened Land for the purposes described in clause 2.1 provided that in the event of an emergency the Grantee may enter the Easement Land without notice to the extent necessary to deal with the emergency.

### **4. Grantor's Obligations**

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- 4.1 The Grantor will not without the Grantee's written permission:
- 4.1.1 erect or permit to be erected any improvements on the Easement Land including buildings and fences;
  - 4.1.2 grow or permit to be grown any vegetation (including trees and shrubs) on the Easement Land;
  - 4.1.3 excavate or deposit material on the Easement Land; or
  - 4.1.4 grant any easement, right or interest in the Easement Land to any third party,
- if such actions will or may interfere with, impede, restrict or adversely affect the rights of the Grantee under this Easement Instrument or the efficient operation of its Works or endanger the continuity or safety of the supply of Telecommunications.

### **5. Surrender**

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The Grantee shall be entitled to surrender the Easement at any time by giving to the Grantor three months' notice in writing to that effect and forthwith upon receipt of such notice the Grantor shall join with the Grantee in executing and registering a surrender of the Easement evidenced by the Easement Instrument.

### **6. Miscellaneous**

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- 6.1 Where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the modifications in this Easement Instrument, the modifications prevail. The rule of construction known as the contra proferentem rule does not apply to this Easement Instrument.
- 6.2 The Grantee may assign, transfer, lease or licence all or any part of its rights under this Easement Instrument without requiring the consent of the Grantor.
- 6.3 There is no power in this Easement Instrument for the Grantor to terminate any of the Grantee's rights due to the Grantee breaching any term of this Easement Instrument or for any other reason.
- 6.4 Clause 14(c) of the Fifth Schedule of the Land Transfer Regulations 2018 is amended by

deleting the reference to 14 working days and replacing it with 60 days.

## **7. Default Provisions**

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7.1 Without prejudice to any other liability the Grantor may have to the Grantee, if there is any breach or non-observance on the part of the Grantor of any provision of this Easement Instrument, the Grantor will:

7.1.1 cure the breach or non-observance complained of by the Grantee; and

7.1.2 if demanded by the Grantee, pay liquidated damages to the Grantee in the sum of \$250.00 per day for every day that such breach or non-observance continues after the date upon which written demand to cure the breach or non-observance has been given.

## **8. Arbitration**

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8.1 Without prejudice to the rights of the Grantee under clause 7, if any dispute arises concerning this Easement, the parties to the dispute will enter into negotiations in good faith to resolve that dispute.

8.2 If the dispute is not resolved within 20 working days from the date on which the parties begin their negotiations the parties will submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, the person appointed may act as an expert and not as an arbitrator.

8.3 If the appointment of a single arbitrator cannot be agreed upon within a further period of 10 working days an independent arbitrator will be appointed by the President for the time being of the New Zealand Law Society or his/her nominee on the application of either party.

8.4 The arbitrator will determine the dispute in accordance with the provisions of the Arbitration Act 1996 (and its amendments) or any enactment passed in substitution.



## View Instrument Details

<b>Instrument No</b>	13167635.5
<b>Status</b>	Registered
<b>Lodged By</b>	Parkinson, Alicia Marie
<b>Date &amp; Time Lodged</b>	22 Jan 2025 15:51
<b>Instrument Type</b>	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

<b>Affected Records of Title</b>	<b>Land District</b>
1207394	Canterbury
1207395	Canterbury
1207396	Canterbury
1207397	Canterbury
1207398	Canterbury
1207399	Canterbury
1207400	Canterbury
1207401	Canterbury

<b>Annexure Schedule</b>	Contains 9 Pages
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### Covenantor Certifications

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

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

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

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

### Signature

Signed by Mark Stuart Tutty as Covenantor Representative on 22/01/2025 10:22 AM

### Covenantee Certifications

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

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

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

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

### Signature

Signed by Mark Stuart Tutty as Covenantee Representative on 22/01/2025 10:22 AM

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

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## Form 26

### Covenant Instrument to note land covenant

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

#### Covenantor

Fern Lindsay Limited

#### Covenantee

Fern Lindsay Limited

#### Grant of Covenant

**The Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

#### Schedule A

*Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	DP 607358	Lots 1-8 DP 607358  (RTs 1207394- 1207401)	Lots 1-8 DP 607358  (RTs 1207394- 1207401)

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

*Delete phrases in [ ] and insert memorandum number as required.*

*Continue in additional Annexure Schedule if required.*

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

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## Annexure Schedule

### 1. Interpretation

1.1. In this Instrument unless the context otherwise requires:

<b>Benefited Land</b>	means: (a) any part of the Land for which a separate Record of Title has issued; and  (b) in relation to the Covenants the land described on the front page of this Covenant as the Benefited Land which has the benefit of that Covenant.
<b>Burdened Land</b>	means: (a) any part of the Land for which a separate Record of Title has issued; and  (b) in relation to the Covenants the land described on the front page of this Covenant as the Burdened Land which has the burden of that Covenant.
<b>Common Property</b>	means any shared infrastructure which forms part of the Development, any exterior solar lighting bollards, electric access gate and any right(s) of way and/or access way(s) to such Common Property.
<b>Covenantee</b>	means the registered owner(s) of the Benefited Land and any successors in title (if applicable) to the Benefited Land from time to time.
<b>Covenantor</b>	means the registered owner(s) of the Burdened Land and any successors in title (if applicable) to the Burdened Land from time to time.
<b>Covenants</b>	means the covenants set out in this Instrument, including any covenant described as an obligation.
<b>Developer</b>	means Fern Lindsay Limited being the entity that has carried out the Development.
<b>Development</b>	means: (a) the 8-lot fee simple title development being undertaken by the Developer on the Land, including but not limited to those new Units constructed, open spaces, pathways and gardens; and  (b) the Common Property.
<b>Instrument</b>	means the front page of this Instrument.
<b>Land</b>	means the land located at 196 Hills Road, Christchurch, which comprises the land formerly contained in Record of Title CB19B/118.
<b>Member</b>	means a member of the Residents Association.
<b>Owner</b>	means each registered proprietor of a Property and together are the <b>Owners</b> .
<b>Property</b>	means each of the 8 separate properties which comprise part of the Development and together are the <b>Properties</b> .

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**Residents Association** means the association that Owners by virtue of their ownership of a Property are Members of, which shall not be an incorporated body, and which is governed by the covenants and obligations set out in this Instrument.

**Unit** means each of the 8 dwellings which the Developer has constructed and which each form part of a Property.

1.2. For the avoidance of doubt:

- (a) Words importing the singular include the plural and vice versa;
- (b) A covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done; and
- (c) This instrument binds and benefits the parties and their executors, successors and assigns in perpetuity and also any lessee or occupier of the Land, the Burdened Land and the Benefited Land.

## 2. Background

2.1. The Developer has developed the Land, including both the Burdened Land and the Benefited Land.

2.2. The Developer requires that, the Burdened Land and the Benefited Land be subject to the provisions of this Instrument for the benefit of each of the Burdened Land and the Benefited Land to ensure that the Development is administered in a co-ordinated and harmonious manner and to conserve and enhance the character, value and amenity values of the Development.

2.3. The purposes of this instrument are to:

- (a) require the Covenantor to be bound by (where applicable) the covenants under this Instrument and to receive the benefit of (where applicable) the covenants under this Instrument;
- (b) require the Covenantor to insure its Property, as more specifically recorded in clause 6 (the **Insurance Obligations**); and
- (c) set out the Covenantor's obligations in respect of the maintenance of its Property and the Common Property, as more specifically recorded in clause 6 (the **Property Obligations**).

2.4. The Developer requires that this Instrument shall be and remain registered against the Records of Title to the Burdened Land and Benefited Land so that:

- (a) the Covenantor (and/or any occupier or lessee of the Covenantor's Property) for the time being of the Burdened Land shall be bound by the provisions of this Instrument; and
- (b) the Covenantee (and/or any occupier or lessee of the Covenantee's Property) for the time being of any Benefited Land can enforce the observance of the provisions of this Instrument by any Covenantor and/or occupier or lessee for the time being of any of the Burdened Land, whether in equity or otherwise.

2.5. The obligations and covenants of the Covenantor under this Instrument are for the benefit of the Covenantee and also for the benefit of the Residents Association.

## 3. General Covenants

3.1. The Covenantor covenants and agrees:

- (a) to observe and perform all the Covenants at all times; and

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- (b) that the Covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land.

3.2. The Covenantor covenants with the Covenantee that on becoming the registered Owner of a Property the Covenantor will:

- (a) automatically become a Member;
- (b) remain a Member while the Covenantor continues to be the registered Owner of that Property; and
- (c) fulfil and continue to fulfil the obligations of a Member as set out in this Instrument

3.3. The Covenantor covenants and agrees:

- (a) to pay the Covenantee's legal costs of and incidental to the enforcement or attempted enforcement of the Covenantee's rights, remedies and powers under this Instrument;
- (b) to indemnify the Covenantee against all claims and proceedings arising out of a breach by the Covenantor of any of its obligations set out in this Instrument; and
- (c) to pay the Covenantee interest on all amounts due by the Covenantor to the Covenantee at the rate of 12.0% per annum from the date of demand until the date that the full amount owed is paid.

#### **4. The Residents Association**

4.1. The rules of the Residents Association (as recorded in this clause 4) shall dictate how the Owners make those decisions that they are required to under this Instrument.

4.2. The Covenantor agrees that the primary method of communication for matters relating to the Residents Association will be via email. In this regard, the Covenantor covenants with the Covenantee that it will:

- (a) provide the other Owners (and any other third party reasonably requiring it, such as a property manager) with its contact email address as soon as practicable following settlement of its purchase of a Property; and
- (b) upon receipt of the above information, compile it into a list which records each Owner's email address (**Owners List**).

4.3. The Covenantor agrees that all decisions of the Residents Association shall be made at a meeting of the Residents Association (**Meeting**) and covenants with the Covenantee to abide by the below requirements of a Meeting:

- (a) any Owner can convene a Meeting by giving a minimum of ten (10) working days' notice in writing to each of the Owners (in accordance with clause 11.2), with that notice to record the date, time and place of that Meeting, and the proposed agenda;
- (b) decisions shall be made by majority vote unless stated otherwise in this Instrument;
- (c) each Owner shall exercise one vote for each Property that Owner owns. In the event there is more than one Owner of a Property, then:
  - (i) those Owners must exercise their vote jointly;
  - (ii) one person/entity can exercise a vote on behalf of a jointly owned Property, unless written notice has been issued to the other Owners, which records that all of the Owners of that Property must be at a Meeting to exercise a vote jointly; and

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- (iii) an Owner may nominate a proxy (such as a property manager) by way of notice (in accordance with clause 11.2) to all the other Owners who are eligible to attend that Meeting to vote on their behalf;
- (d) voting at a Meeting can be exercise by way of a show of hands, a private vote or by way of email. If it is to be conducted by private vote, such private vote can be done under the supervision of a non-Owner (such as a property manager or solicitor) appointed by agreement between the Owners present at the particular meeting.

4.4. The Covenantor acknowledges and agrees that:

- (a) the Residents Association shall hold one combined Meeting in relation to matters concerning the Property Obligations and the Insurance Obligations;
- (b) the quorum for a Meeting shall be three Owners; and
- (c) at any Meeting, one Owner must be elected as secretary of that Meeting. Alternatively, a non-Owner, such as a property manager can be nominated as secretary by a majority of those in attendance. Crockers Body Corporate Management Limited is appointed the initial secretary in respect of any Meetings. In any event a copy of the minutes must be delivered to all Owners (in accordance with clause 11.2) within five (5) working days following the Meeting.

## 5. Bank Accounts

- 5.1. The Covenantor acknowledges and agrees that the Owners will decide at a meeting, to either nominate a property manager, accountant or similar, or three (or more) of the Owners as stakeholder (**Stakeholder**) to hold and operate a bank account, for the benefit of the Owners in relation to the Property Obligations and the Insurance Obligations (the **Bank Account**). Crockers Body Corporate Management Limited is appointed the initial Stakeholder to hold and operate the Bank Account.
- 5.2. The Covenantor acknowledges and agrees that all payments from the Bank Account must first be approved at a Meeting.
- 5.3. The Covenantor acknowledges that the Owners must procure that the Stakeholder make available to all Owners, at each Meeting, the most recent statement of each bank account to which that Meeting relates.

## 6. Obligations of the Owners

6.1. The Covenant covenants with the Covenantee to:

- (a) contribute to each Bank Account in accordance with clause 7 below;
- (b) keep its Property in good order and repair; and
- (c) keep the Common Property in good order and repair.

6.2. In relation to the Insurance Obligations, the Covenantor covenants and agrees that:

- (a) it will procure and maintain a comprehensive insurance policy for the Covenantor's Property and a fair share of those common improvements which are located on the Land on either a replacement basis or on a sum insured basis reasonably sufficient to replace the Property and a fair share of those common improvements on the Land (Insurance Policy); and
- (b) pay all premiums and any other payments due under the Insurance Policy on time and otherwise take any other action that is required to ensure the Insurance Policy is maintained.

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If demanded in writing by an Owner, the Covenantor must provide to any/all of the other Owners a Certificate of Currency of Insurance as proof of the Covenantor's Insurance Policy within five (5) working days of such demand being made.

- 6.3. The Owners acknowledge and accept that it is likely in their best interests for the Insurance Obligations to be satisfied by a collective insurance policy(s) for all Properties in the Development (**Collective Insurance Policy**). The Covenantor hereby agrees and accepts that there will be a Collective Insurance Policy, and covenants with the Covenantant that it will maintain the insurance cover for their Property under the Collective Insurance Policy and to pay its allocated amount of the premium for the Collective Insurance Policy, unless the Covenantor obtains at a Meeting the agreement of 75% or more of the Owners (who are a party to the Collective Insurance Policy) for it to satisfy its Insurance Obligations outside of the Collective Insurance Policy.
- 6.4. The Covenantor acknowledges that the requisite Owners may change the insurance provider of the Collective Insurance Policy upon the agreement at a Meeting of 75% or more of the requisite Owners.
- 6.5. The Covenantor covenants with the Covenantant that it will as part of the Common Property Obligations:
- (a) keep its Property in good order and repair and serviced in accordance with manufacturer recommendations (if any);
  - (b) keep the Common Property in good order and repair and serviced in accordance with manufacturer recommendations (if any); and
  - (c) maintain in good working order at all times the exterior solar lighting bollards situated on its respective Property such that in the hours of darkness the lighting illuminates the share accesses and entrances to the Properties, and any common/utility area within the Development. The lighting shall be maintained at the cost of each Owner of the particular Property to which the light(s) are located on and is to be set on an automatic night sensor switch.
- 6.6. The Covenantor must:
- (a) ensure its Property is kept clean at all times and any lawns, gardens, grounds, shrubs, trees, foliage, yards or paved areas within its Property are kept neat and tidy and are regularly maintained;
  - (b) not change the exterior colour of the Unit and improvements on its Property without the prior written consent of all Covenantors and must keep the same well maintained and in a clean and tidy condition including regularly clearing any guttering;
  - (c) not change the height or type of fencing on its Property;
  - (d) keep the roof of the Unit and the fascia, gutters and external cladding of the same Unit in good order and repair having regard to the overall condition of the Unit;
  - (e) not erect, fix or place any aerial, satellite dish, antenna or similar device on or to the exterior of its Unit or install any gas bottle, washing line or other structure so that it is visible from any public road;
  - (f) not leave rubbish or recycling material on its Property except in designated Christchurch City Council rubbish bins and such bins must not be left in such a way that interferes with the use of any right of way area by the other owners or occupiers of a Property;
  - (g) ensure that all rubbish bins are collected from the kerb and returned to the designated bin storage area on the designated Christchurch City Council rubbish collection day;
  - (h) not park on any part of the Land designated as a right of way area;

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- (i) keep clean all glass contained in windows or doors of its Unit and replace any cracked or broken glass within 72 hours of the glass being broken with glass of the same or better weight and quality;
- (j) not make or permit any noise or carry out or permit any conduct or behaviour, on any Property, which is likely to interfere with the use and enjoyment of other Owners or occupiers of their Properties;
- (k) provide a full copy of these Covenants and any amendments thereof to any tenant or occupier of its Properties;
- (l) use its best endeavours to insure the Unit and improvements situated on its Property with the same insurance company as the other Owners. To assist with the adherence of this covenant the Covenantors must provide each other with their contact details and act in good faith in their dealings with each other.
- (m) contribute equally on a pro rata basis with all other Owners to any operating and maintenance costs associated with any exterior solar lighting bollards and the electric access gates installed on Common Property on the Land.

## **7. Contribution to Bank Account**

7.1. The Covenantor covenants that it will transfer to the Bank Account on the first day of each month the amount determined at a Meeting on account of the cost to meet the cost to satisfy the Property Obligations and the Insurance Obligations (including the Collective Insurance Policy).

7.2. The Covenantor acknowledges:

- (a) those contributions recorded in clause 7.1 shall be adjusted up every three years from the date of this Instrument in accordance with any increase in the Consumer Price Index published by Statistics New Zealand (or the like index in the event that index is replaced) over that same period, provided that the Owners (by way of a decision at a Meeting) may elect to increase or decrease the amount and/or frequency of those contributions; and
- (b) in the event that there is insufficient funds held in the Bank Account to enable the Owners to meet the Property Obligations and Insurance Obligations, then (by way of a decision at a Meeting) the Owners may require each Covenantor to make a payment to the Bank Account equal to a 1/12<sup>th</sup> share of the amount that is required to ensure sufficient funds.

## **8. Sale of a Property**

8.1. In the event that the Covenantor sells its Property, the Covenantor covenants with the Covenantee that it will:

- (a) provide all other Owners with notice recording when settlement of the sale is to take place, and the email address, postal address (if different from the Property being sold) and mobile number for the new Owner;
- (b) ensure that contemporaneously with settlement of the sale, that its name(s) is removed from the Bank Account; and
- (c) provide the Owners List to the new Owner.

## **9. Enforcement**

9.1. The Covenantor and the Covenantee agree that:

- (a) the Covenantor's obligations and covenants under this Instrument are for the benefit of the Covenantee and also for the benefit of the Residents Association (being all other Owners);



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- (b) the Residents Association (being all other Owners) may facilitate the observance of this Instrument by the Covenantor by taking all necessary steps to enforce its observance on behalf of the Covenantant;
- (c) in the event that the Covenantor does not make any contribution to the Bank Account that it is required to in accordance with clauses 6 and 7 or is otherwise in breach of the terms of this Instrument then from the date that is five (5) working days from the date that the Covenantor receives written notification of such breach (such notice to be sent by a non-defaulting Owner(s) or their representative) the Covenantor will be liable to pay to the Bank Account liquidated damages equal to \$10.00 per day for each day that the Covenantor remains in breach of the terms of this Instrument. This payment(s) will be without prejudice to the other rights of the Covenantant in relation to the enforcement of this Instrument, including but not limited to the recovery from the Covenantor of an amount equal to the Covenantant's loss and costs as a result of the breach of this Instrument by the Covenantant;
- (d) the Covenantant is able to instruct a law firm and/or debt collector to act for the Covenantant in respect of the recovery of the debt owned by the Covenantor and in such event the Covenantant may recover the cost of the same from the Covenantor; and
- (e) if any default by the Covenantor results in the Bank Account not maintaining sufficient monies for the Owners to meet their relevant obligations, then the other relevant Owners are required to contribute to the Bank Account an equal share of the amount required to enable the requisite Owners to meet the relevant Obligations. Each Owner who contributes a share pursuant to this clause shall be able to recover the amount of that share, together with interest (at the rate of 12.0% per annum) from the Covenantor.

## 10. Dispute Resolution

10.1. If a dispute arises between the Covenantor and Covenantant in relation to matters touching or concerning this Instrument (**Dispute**), the following procedure must be followed:

- (a) the party initiating the Dispute must provide full written particulars of the Dispute to all other Owners and call a Meeting for the Owners to discuss the Dispute, and endeavour to resolve the Dispute at that Meeting;
- (b) if the Dispute is not resolved at the Meeting, the Owners must appoint a mediator by mutual agreement (or if agreement cannot be reached, that mediator is to be appointed by the President for the time being of the Canterbury-Westland Branch of the New Zealand Law Society or the body that replaces that society) to attend a Meeting, for the purposes of resolving the Dispute; and
- (c) if the Dispute is not resolved at the Meeting which is attended by the mediator, the Dispute must be referred to arbitration in accordance with the Arbitration Act 1996 and conducted by a single arbitrator to be agreed on by the Owners (or failing agreement, to be appointed by the President for the time being of the Canterbury-Westland Branch of the New Zealand Law Society or the body that replaces that society).

## 11. General

11.1. The Covenantor's liability under this Instrument shall not be released, varied or affected in any way by any delay, extension of time or other indulgence to the Covenantor suffered or permitted by the Covenantant or by any failure or neglect of the Covenantant to enforce the rights or powers recorded in this Instrument.

11.2. The Covenantor agrees that a delivery of a notice under this Instrument is effective when:

- (a) it is placed in the mailbox at the Property of the Owner upon whom the notice is to be served (unless the requisite Owner has previously provided written notice to the other Owners that notices are to be sent to a different postal address, in which case the notice will be effective three (3) working days after it is sent to that address); and/or

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- (b) emailed to an Owner, with the requisite email address for that Owner having previously been provided in writing to the other Owners with instructions that email address can be used for services of notices under this Instrument.

## View Instrument Details

<b>Instrument No</b>	13167635.3
<b>Status</b>	Registered
<b>Lodged By</b>	Parkinson, Alicia Marie
<b>Date &amp; Time Lodged</b>	22 Jan 2025 15:51
<b>Instrument Type</b>	Easement Instrument

Affected Records of Title	Land District
1207394	Canterbury
1207395	Canterbury
1207396	Canterbury
1207397	Canterbury
1207398	Canterbury
1207399	Canterbury
1207400	Canterbury
1207401	Canterbury

<b>Annexure Schedule</b>	Contains 7 Pages
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### Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Mortgagee under Mortgage 13085821.1 has consented to this transaction and I hold that consent ☒

### Signature

Signed by Michael Ross Hogan as Grantor Representative on 10/02/2025 10:02 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 Michael Ross Hogan as Grantee Representative on 10/02/2025 10:03 AM

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

**Form 22****Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

**Grantor**

Fern Lindsay Limited

**Grantee**

Fern Lindsay Limited

**Grant of Easement or *Profit à prendre***

**The Grantor** being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A***Continue in additional Annexure Schedule, if required*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way Right to drain sewage, water Right to convey electricity, telecommunications, water	"A" on DP 607358	Lot 9 DP 607358 (RT 1207394-1207401)	Lots 1-8 and 10-16 DP 607358 (RTs 1207394-1207401)
Right to convey water	"B" and "AB" on DP 607358	Lot 1 DP 607358 (RT 1207394)	Lots 2-9 DP 607358 (RTs 1207394-1207401)
Right to drain water	"B", "C" and "AB" on DP 607358	Lot 1 DP 607358 (RT 1207394)	Lots 2-9 DP 607358 (RTs 1207394-1207401)
	"D" on DP 607358	Lot 2 DP 607358 (RT 1207395)	Lots 3-9 DP 607358 (RTs 1207394-1207401)

	"E" on DP 607358	Lot 3 DP 607358 (RT 1207396)	Lots 4-9 DP 607358 (RTs 1207394-1207401)
	"F" on DP 607358	Lot 4 DP 607358 (RT 1207397)	Lots 5-9 DP 607358 (RTs 1207394-1207401)
	"G" on DP 607358	Lot 5 DP 607358 (RT 1207398)	Lots 6-9 DP 607358 (RTs 1207394-1207401)
	"H" on DP 607358	Lot 6 DP 607358 (RT 1207399)	Lots 7-9 DP 607358 (RTs 1207394-1207401)
	"I" on DP 607358	Lot 7 DP 607358 (RT 1207400)	Lots 8 and 9 DP 607358 (RTs 1207394-1207401)
	"J" and "K" DP 607358	Lot 8 DP 607358 (RT 1207401)	Lot 9 DP 607358 (RTs 1207394-1207401)
Right of way	"K", "L" and "M" DP 607358	Lot 8 DP 607358 (RT 1207401)	Lots 1-7 and 10-16 DP 607358 (RTs 1207394-1207401)
Party wall	"N" DP 607358	Lot 1 DP 607358 (RT 1207394)	Lot 2 DP 607358 (RT 1207395)
	"O" DP 607358	Lot 2 DP 607358 (RT 1207395)	Lot 1 DP 607358 (RT 1207394)
	"P" on DP 607358	Lot 2 DP 607358 (RT 1207395)	Lot 3 DP 607358 (RT 1207396)
	"Q" on DP 607358	Lot 3 DP 607358 (RT 1207396)	Lot 2 DP 607358 (RT 1207395)
	"R" on DP 607358	Lot 3 DP 607358 (RT 1207396)	Lot 4 DP 607358 (RT 1207397)
	"S" on DP 607358	Lot 4 DP 607358 (RT 1207397)	Lot 3 DP 607358 (RT 1207396)
	"T" on DP 607358	Lot 4 DP 607358 (RT 1207397)	Lot 5 DP 607358 (RT 1207398)
	"U" on DP 607358	Lot 5 DP 607358 (RT 1207398)	Lot 4 DP 607358 (RT 1207397)

	"V" on DP 607358	Lot 5 DP 607358 (RT 1207398)	Lot 6 DP 607358 (RT 1207399)
	"W" on DP 607358	Lot 6 DP 607358 (RT 1207399)	Lot 5 DP 607358 (RT 1207398)
	"X" on DP 607358	Lot 6 DP 607358 (RT 1207399)	Lot 7 DP 607358 (RT 1207400)
	"Y" on DP 607358	Lot 7 DP 607358 (RT 1207400)	Lot 6 DP 607358 (RT 1207399)
	"Z" on DP 607358	Lot 7 DP 607358 (RT 1207400)	Lot 8 DP 607358 (RT 1207401)
	"AA" on DP 607358	Lot 8 DP 607358 (RT 1207401)	Lot 7 DP 607358 (RT 1207400)

**Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are hereby **varied, added to or substituted** by the provisions set out in Annexure Schedule B.

**ANNEXURE SCHEDULE B****Purpose:**

1. The Grantor and the Grantee have agreed to certain Easements as listed in Schedule A, to protect the enjoyment and use of certain areas that are located upon the Burdened Land.

**Rights and Powers:**

2. The rights and powers set out in the Fifth Schedule to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007 are herein implied except to the extent that they are varied, added to or substituted herein.
3. Where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018, the Fifth Schedule to the Property Law Act 2007 and the modifications in this Easement Instrument the modifications shall prevail.
4. No power is implied in respect of any Easement for the Grantor to determine the Easement for breach of any provision of this instrument (whether express or implied) or for any other cause, it being the intention of the parties that each Easement shall subsist for all time unless it is surrendered.

**Interpretation:**

In this instrument and for the purposes of the Fifth Schedule to the Land Transfer Regulations 2018, unless the context otherwise requires:

1. **“Easement Facility” means:**

- 1.1. Any of the Shown Plan Reference numbers as identified in Schedule A and located on DP 607358.

2. **“Party Wall” means** a party wall erected on any Party Wall Area and includes:

- 2.1. any extension, modification or addition to any party wall (within the limits of the Party Wall area);
- 2.2. any new party wall erected in substitution for a demolished party wall;
- 2.3. all foundations supporting a party wall; and
- 2.4. any part of a party wall.

3. **“Party Wall Area” means** that part of the land described as N, O, P, Q, R, S, T, U, V, W, X, Y, Z and AA and stipulated as being subject to a Party Wall Easement.

4. **“Party Wall Easement” means** the rights recorded by this instrument in relation to each Party Wall Area.

**Party Wall**

The following provisions shall apply to each Party Wall Easement:

5. The Grantee has the right (in common with the Grantor) to:
  - 5.1. erect a Party Wall on the Party Wall Area;

- 5.2. modify any Party Wall within the limits of the Party Wall Area;
- 5.3. use, encroach on and enjoy for the purpose of a Party Wall the Party Wall Area;
- 5.4. use and enjoy the support and enclosure of the structure on the Burdened Land afforded by the party wall and the land upon which it stands; and
- 5.5. use and enjoy the foundations and construction of the Party Wall and any extension of the Party Wall below the surface of the Party Wall Area.
- 5.6. use and enjoy the foundations and construction of the Party Wall and any extension of the Party Wall above the surface of the Party Wall Area.
6. Any party may, on giving to the other party not less than six months' notice in writing of such intention, demolish any existing Party Wall (including such part of any buildings necessarily involved or required to be demolished) and build upon the Party Wall Area a suitable substitute Party Wall ("a Substitute Party Wall") as may reasonably be required for any building which that party is erecting or intending to erect and for the continued support of all other buildings affected.
7. If a Party Wall requires demolition for any reason other than pursuant to this clause 2 the parties shall proceed to build a substitute Party Wall.
8. The construction of any Party Wall, any substitute Party Wall and any modification to any party wall shall be carried out:
  - 8.1. in a proper and competent manner;
  - 8.2. in accordance with plans and specifications approved by the Grantor and the Grantee (such approval not to be unreasonably withheld) before any work (including any demolition work) is commenced;
  - 8.3. in accordance with the requirements of law and the local authority having jurisdiction;
  - 8.4. with all reasonable speed;
  - 8.5. in such manner as to cause as little disturbance and nuisance as possible to the other property and the occupiers and users of the other property; and
  - 8.6. in such manner as to ensure that the Party Wall, any building supported by the party wall, and any property affected shall not be rendered unstable or unsafe or jeopardised in any manner.
9. A party exercising any rights under these conditions shall make good, at the expense of that party, any damage which may be caused to the other property and any improvements situated on the other property.
10. A party shall not be liable to contribute towards the cost of erection, maintenance, repair or modification of any Party Wall, unless and until such party makes use of such Party Wall or such modification, and provided that:
  - 10.1. any party exercising the rights conferred by clause 2 shall be solely liable for the cost of demolition of the existing Party Wall, the construction of the substitute Party Wall and any reinstatement required to any buildings or property affected;



- 10.2. the parties shall bear equally the costs of demolition of an existing Party Wall and erecting a substitute Party Wall other than pursuant to clause 2; and
- 10.3. the provisions of this clause are subject to the general provisions relating to Easements contained in this instrument and as provided by the Fifth Schedule to the Land Transfer Regulations 2018.
- 10.4. any Party Wall erected pursuant to a Party Wall Easement shall be and remain the common property of the Grantor and the Grantee who shall have equal rights to the use, ownership and enjoyment of the Party Wall during the term.
- 10.5. the provisions of this section shall apply to a substitute Party Wall.

**Terms, conditions, covenants or restrictions in respect of all of the above easements:**

1. The Grantor agrees to take out such sufficient insurance cover under each Grantor's home cover in respect of the establishment and any maintenance of the Easement Facilities.
2. In carrying out any work on an Easement Facility, the party carrying out the work must:
  - 2.1. give the other party prior notice of such work (which is reasonable having regard to the nature and extent of the work);
  - 2.2. ensure such work is carried out:
    - (a) in a proper and competent manner by appropriately experienced, qualified and responsible persons;
    - (b) in accordance with, and in compliance with, applicable statutory requirements and regulatory controls (including the Resource Management Act 1991, the operative and proposed district plans, the Building Act 2004 and the Building Code); and
    - (c) in such a manner as to minimise disturbance, inconvenience or disruption to the other party; and
  - 2.3. make good all damage caused by such works including to any improvements, fences, erections and gates on property adjacent to the same.
3. The maintenance provisions of the Fifth Schedule of the Land Transfer Regulations 2018 are modified as follows:
  - 3.1. The word "equally" in clause 11(2) of the Fifth Schedule to the Land Transfer Regulations 2018 is replaced by "for a reasonable contribution in proportion to their use".
  - 3.2. No Grantor shall be liable to contribute towards the cost of any work which is in respect of any Easement not used by that Grantor, or in respect of which such use has not commenced.
4. The maintenance provisions of the Fifth Schedule of the Property Law Act 2007 are modified as follows:
  - 4.1. The words "a reasonable contribution" in clause 2(d) of the Fifth Schedule to the

Property Law Act 2007 shall be read as "to a reasonable contribution in proportion to their use".



## View Instrument Details

<b>Instrument No</b>	13167635.2
<b>Status</b>	Registered
<b>Lodged By</b>	Parkinson, Alicia Marie
<b>Date &amp; Time Lodged</b>	22 Jan 2025 15:51
<b>Instrument Type</b>	Consent Notice under s221(4)(a) Resource Management Act 1991

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<b>Affected Records of Title</b>	<b>Land District</b>
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1207394	Canterbury
1207395	Canterbury
1207396	Canterbury
1207397	Canterbury
1207398	Canterbury
1207399	Canterbury
1207400	Canterbury
1207401	Canterbury

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<b>Annexure Schedule</b>	Contains 10 Pages
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### Signature

Signed by Mark Stuart Tutty as Territorial Authority Representative on 22/01/2025 10:21 AM

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

**IN THE MATTER OF** the Resource Management Act 1991

**AND**

**IN THE MATTER OF** DP 607358 and Subdivision Consent RMA/2024/2323

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

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

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

**Visibility Splay - Lot 1**

The access visibility area on Lot 1 being 1.5m wide x 2.0m deep shown as areas B and AC on DP 607358 must not have any vegetation above a height of 1.0m and/or any fencing or other structures greater than 1.0m in height.

**Stormwater - Lots 1 to 8**

Stormwater from all the trafficable hardstanding areas shall discharge to a proprietary stormwater treatment device located in the access. The stormwater treatment device shall be inspected, operated and maintained in accordance with the operations and maintenance manual attached hereto and held on Council's electronic TRIM records ref 24/1962291.

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

**DESCRIPTION OF LAND AFFECTED**

**ALL THOSE** parcels of land comprising:

- Lot 1 DP 607358 comprised in Record of Title 1207394
- Lot 2 DP 607358 comprised in Record of Title 1207395
- Lot 3 DP 607358 comprised in Record of Title 1207396
- Lot 4 DP 607358 comprised in Record of Title 1207397
- Lot 5 DP 607358 comprised in Record of Title 1207398
- Lot 6 DP 607358 comprised in Record of Title 1207399
- Lot 7 DP 607358 comprised in Record of Title 1207400
- Lot 8 DP 607358 comprised in Record of Title 1207401

**DATED** this 12<sup>th</sup> day of December 2024

**SIGNED** for and on behalf of  
**CHRISTCHURCH CITY COUNCIL**



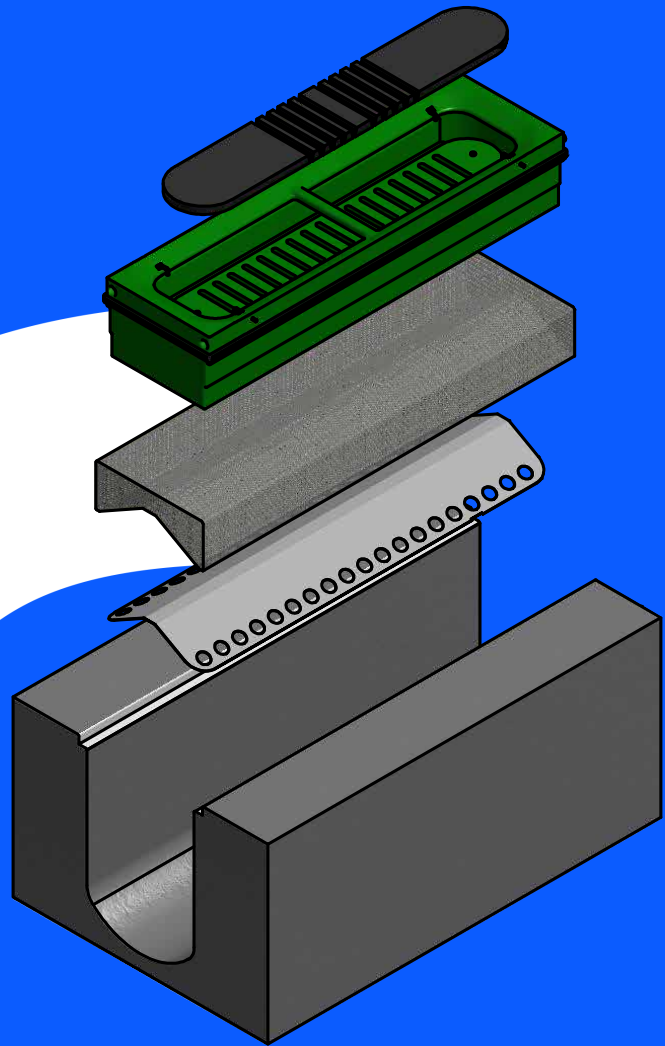
Leashelle Miller  
Planner Level 2

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

OPERATION & MAINTENANCE MANUAL

# FlowGuard

*(Formerly Hydrochannel)*



# FEATURES

The FlowGuard (formerly Hydrochannel) is an insert that can be placed inside a channel grated drain of 300mm wide, and at least 450mm deep. It is designed for areas that would benefit from at source stormwater treatment, which would otherwise be bypassed.

This allows stormwater from high traffic areas (car parks and roads), industrial areas and metal roofs to be cleaned at site level, and then discharged safely to ground or surface water bodies locally.

The Atlan FlowGuard's modular design means that the stormwater is treated in two steps:

1. Solids and particulates are settled in the first step.
2. Dissolved contaminants are then absorbed in the filter matrix.

The FlowGuard filters and binds pollutants like hydrocarbons, heavy metals as well as total phosphorus (TP) and total nitrogen (TN). The pollutants can then be disposed of safely and easily.

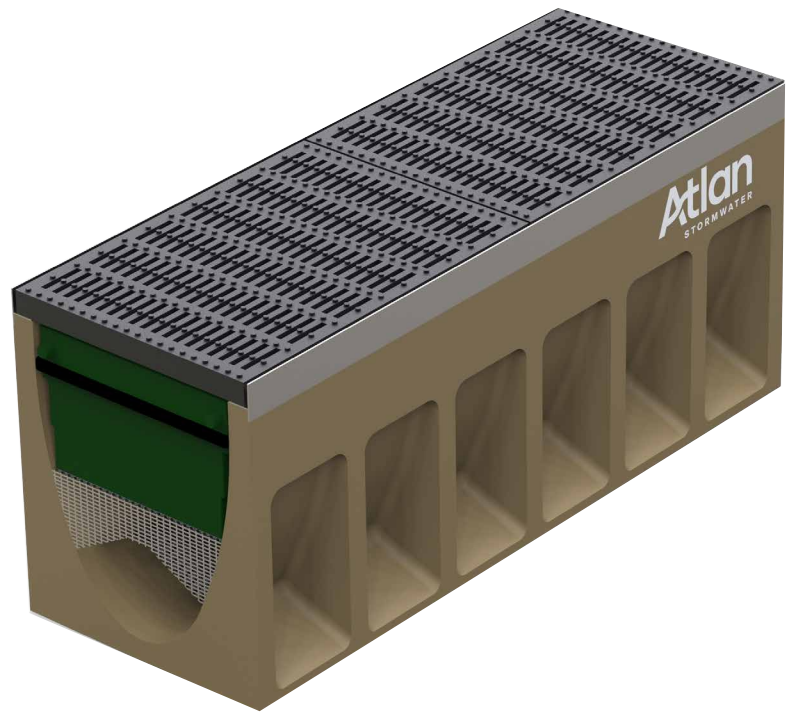
- Stormwater treatment of surface levels.
- Gross pollutant sediment, and nutrient capture.
- Insert into 300mm wide channel drain.
- Sites with little CR flat grade.
- No underground vault for cartridges.
- Quick and easy installation and maintenance.

## Technical data

Module Length:  
1000mm

Module Width:  
300mm

Minimum Depth;  
450mm



## Tested Treatment Efficiencies\*

Pollutant	Efficiency
Gross Pollutants (GP)	100%
Total Suspended Solids (TSS)	88%
Total Phosphorus (TP)	69%
Total Nitrogen (TN)	67%
Petroleum Hydrocarbon	0%

\*Contact Atlan to confirm approved performance for the project LGA





Figure 1. FlowGuard stormwater filter

The FlowGuard is a stormwater filtration system that is situated inside a concrete or polycrrete drainage channel (Figure 1). The treatment takes place directly below the surface covers, it is easy to inspect and maintain. There is only low head loss. Filter media is kept in bags, there is no loose material in the channel. Filter media has to be replaced after at least 10 years. Highest bearing capacities of the channel allow to install the system in nearly every situation (Figure 2).

The filter media removes pollutants including PAH, hydrocarbons and heavy metals. It also binds phosphorous and ammonium from stormwater. The two step treatment train separates solids and dissolves substances separately.

The system is ideal for car parks (Figure 3), roads, industrial areas and airports. Highest pollutant levels in stormwater runoff can be reduced to acceptable loads for groundwater and surface waters. The modular design allows the adaption to nearly every site condition.



Figure 3. Groundwater infiltration using a FlowGuard to treat stormwater runoff

## TECHNICAL DATA



Figure 2. FlowGuard installation

- Length of a standard unit: 1.0 m (3.28 ft)
- Inner channel diameter: 0.30 m (0.98 ft)
- Connectable area: 269 ft<sup>2</sup>/m to 1076 ft<sup>2</sup>/m (25 m<sup>2</sup>/m to 100 m<sup>2</sup>/m) according to site conditions and water quality aims.

### THE MODULAR INTERIOR OF THE HYDROSYSTEM FILTER CHANNEL (Figure 4)

- Purpose build concrete or polycrrete parts for the system provide maximum safety and optimum handling.
- The bags with the filter media are placed on a specific baffle.
- The sedimentation box is fixed with four brackets to guarantee a horizontal position.

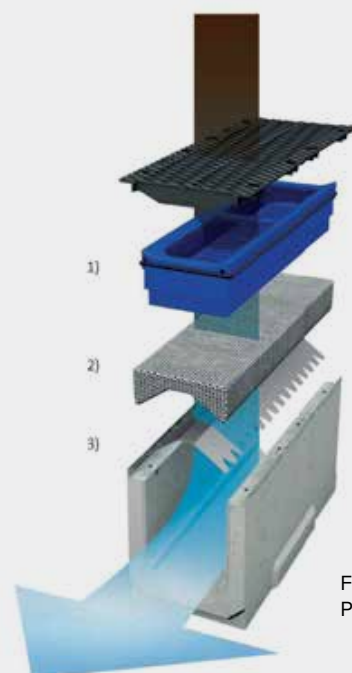


Figure 4.  
Parts of the system



# MAINTENANCE

## WORKING PRINCIPLE (Figure 5):

1. Water enters the system from both sides of the channel
2. The sedimentation box removes coarse solids such as sand, leaves etc.. A rubber seal prevents a bypass directly to the filter bag.
3. The pre-treated water flows through a granulate filter media. Dissolved pollutants are removed by adsorption and precipitation.
4. The cleaned water passes to the bottom section of the channel and can be discharged to groundwater or surface waters.

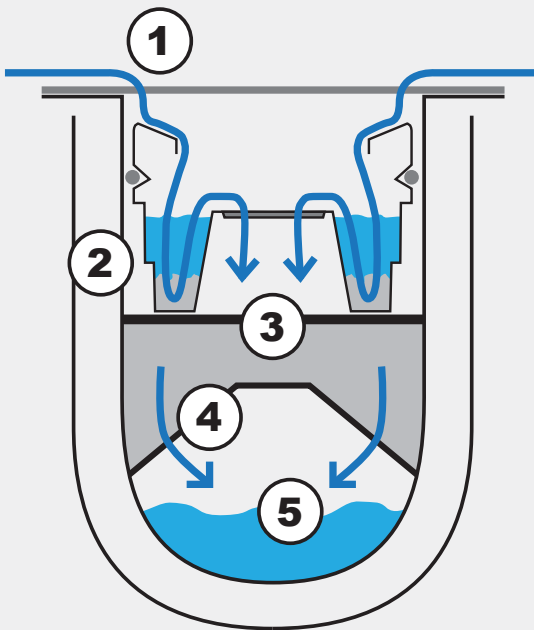


Figure 5. Working Principle of the FlowGuard

Because of the pollutants and harmful substances within the stormwater systems have to be controlled and cleaned in regular intervals.

A detailed maintenance manual is supplied by the manufacturer for each installation.

The following maintenance is necessary for the FlowGuard:

## ANNUAL CONTROLS

- Visual inspection of the system: after opening the cover (Figure 6) it has to be checked that all functional components are present and that they are in the correct condition (plastic body and filter pad).
- The height of the mud in the sedimentation box has to be checked (Figure 7).



Figure 6. Opening of the covers

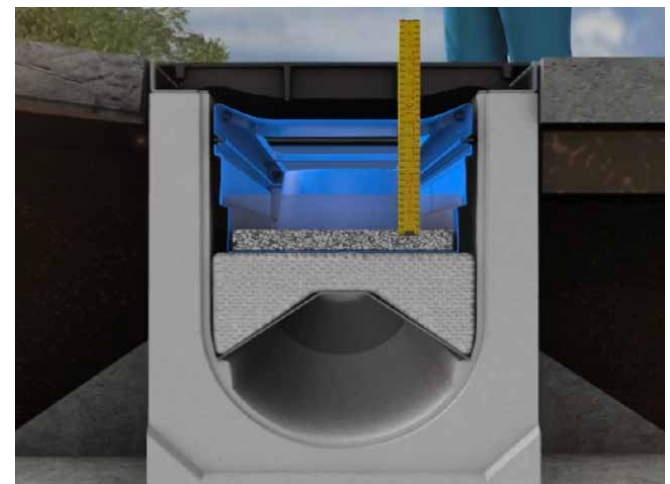


Figure 7. Checking the height of the sediment

## EMPTYING THE SEDIMENTATION BOX

- At intervals of four months, the sedimentation box should be emptied.
- For this purpose the plastic part must be lifted out of the channel and the collected sediment and the leaves must be emptied or sucked out with a suction device suitable for this purpose. Therefore first the cap has to be opened and the water has to be discharged onto the filter pad (Figures 8 and 9).



Figure 8. The cap has to be removed to pore out the water



Figure 9. The remaining water is discharged onto the filter pad

- Leaves and sediments have to be emptied into a waste bin (Figure 10).
- In the case of channels with untypical low or high solid loads the periods for emptying the sedimentation box may differ.



Figure 10. The sediment has to be emptied into a waste bin

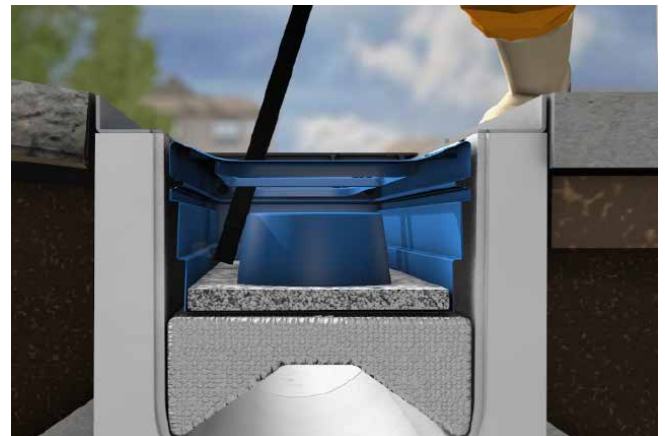


Figure 11. The sedimentation box can be also cleaned by a vacuum cleaner



Figure 12. The sedimentation box has to be re-installed





Figure 13. The covers have to be closed and fixed



Figure 14. Exchanging the filter bag

### CHANGE OF THE FILTER UNIT

- At the latest after one year of operation, the filter pads must be replaced. To do this, the old pads have to be replaced by new ones (Figure 14). The exchange takes place alternately. The old filter pads are to be returned to the manufacturer where the filter material is disposed of properly.

### Please note:

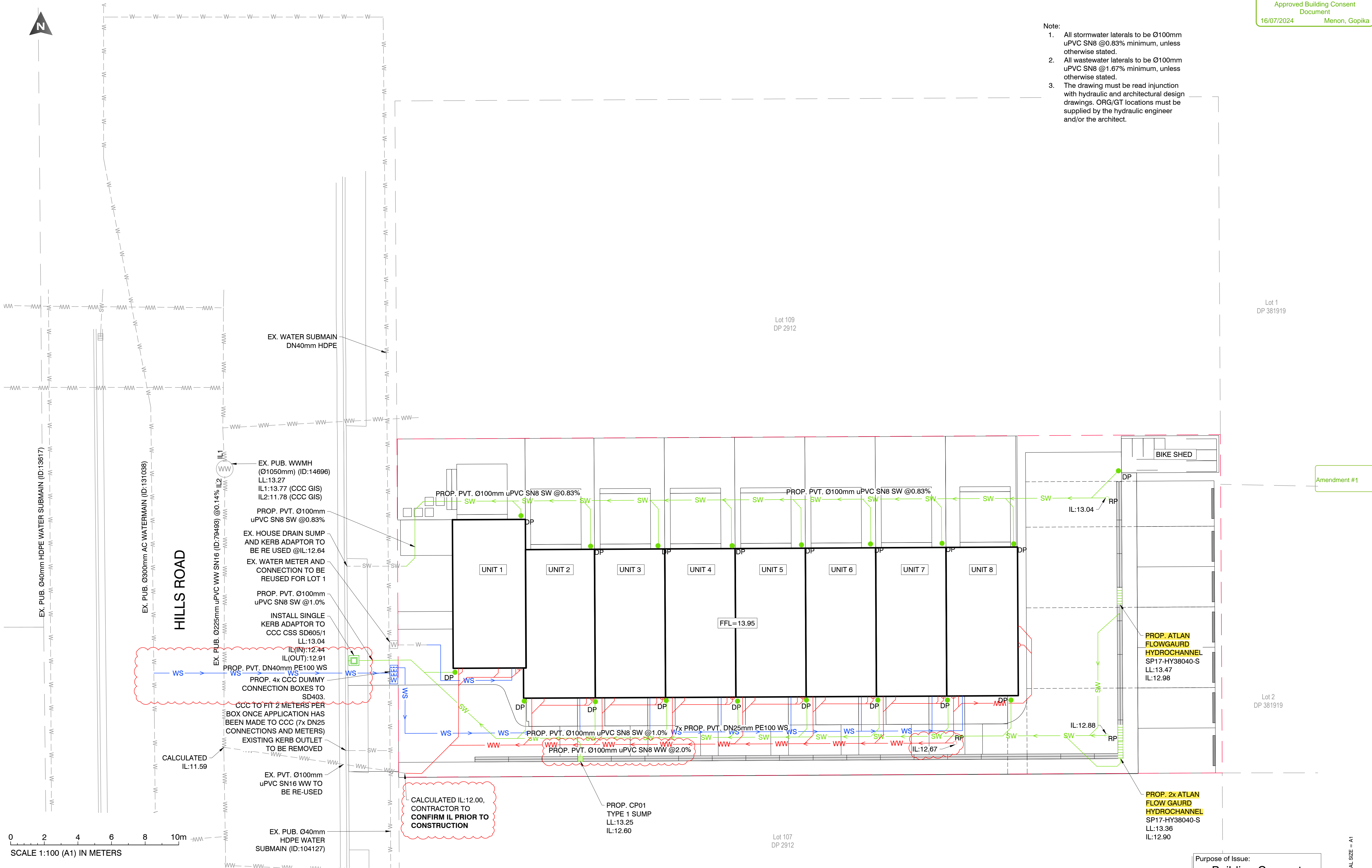
- The water pumped from the sedimentation box may only be directed into a combined or wastewater sewer. In general, the water must not be discharged into surface waters, a storm sewer or an groundwater infiltration system.











Note:

1. All stormwater laterals to be Ø100mm uPVC SN8 @0.83% minimum, unless otherwise stated.
2. All wastewater laterals to be Ø100mm uPVC SN8 @1.67% minimum, unless otherwise stated.
3. The drawing must be read in conjunction with hydraulic and architectural design drawings. ORG/GT locations must be supplied by the hydraulic engineer and/or the architect.