

GRIFFIOEN.

RECORD OF TITLE

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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**



R.W. Muir
Registrar-General
of Land

Identifier **1070552**
Land Registration District **Canterbury**
Date Issued 21 April 2023

Prior References

CB1D/1178 CB254/106 CB820/4

Estate Fee Simple
Area 130 square metres more or less
Legal Description Lot 13 Deposited Plan 578430
Registered Owners
Martin William Berney and Glenda Anne Berney

Estate Fee Simple - 1/23 share
Area 1459 square metres more or less
Legal Description Lot 33 Deposited Plan 578430
Registered Owners
Martin William Berney and Glenda Anne Berney

Interests

Appurtenant to Lot 13 DP 578430 and appurtenant to part Lot 33 DP 578430 formerly Part Lot 2 DP 19913 herein is an Electric Power and Telephone Communications right created by Transfer 608531 - 10.9.1963 at 11:01 am

Subject to Section 241(2) Resource Management Act 1991 (affects DP 578430)

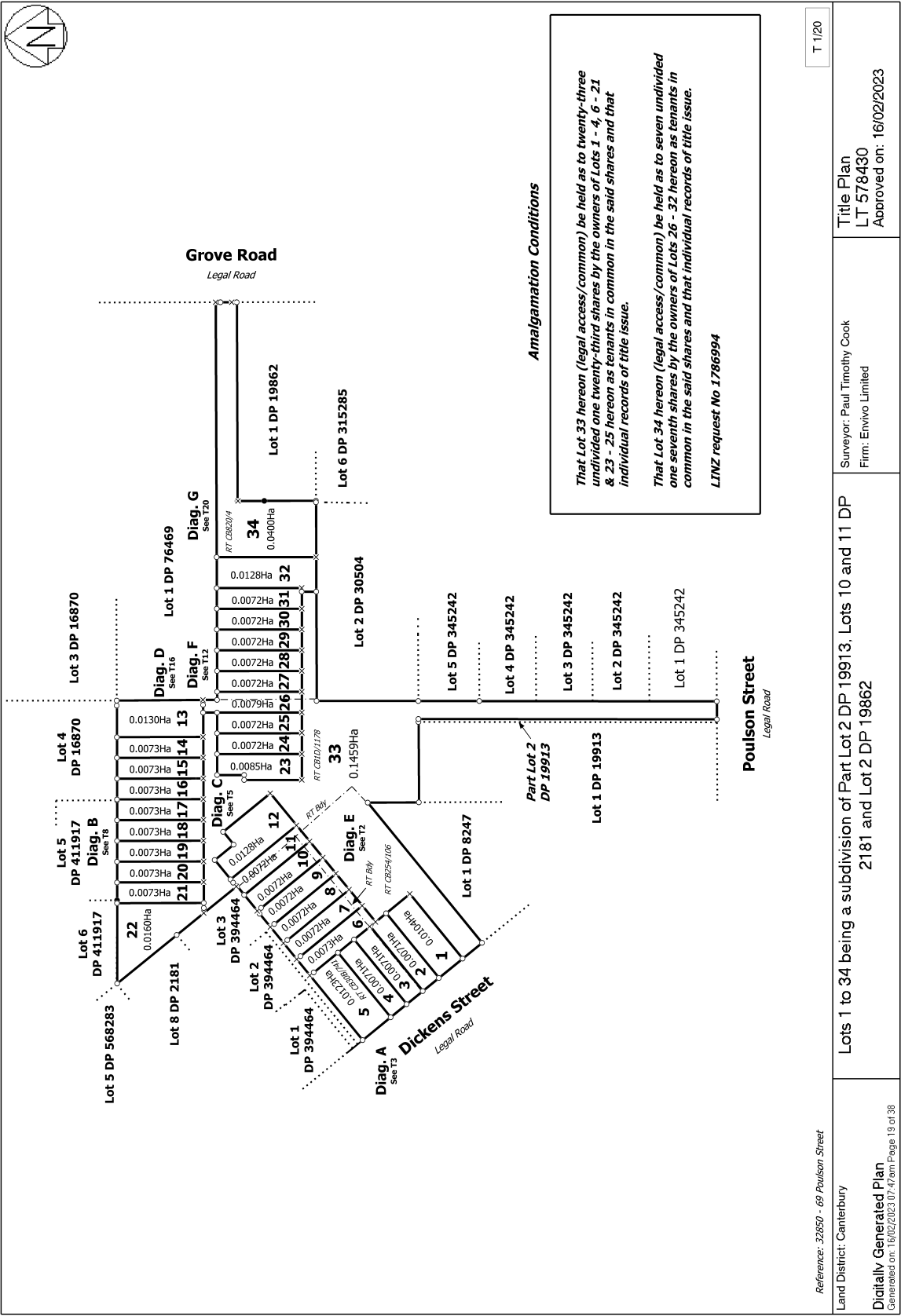
Subject to a pedestrian right of way over part Lot 33 DP 578430 marked ZC, ZD, ZE, ZF, ZG, ZV, ZW, ZX, ZY, RA and RC, a right of way over part Lot 33 DP 578430 marked ZC, RA and RC, a right to store refuse and recycling bins and a right to stand bicycle over part Lot 33 DP 578430 marked GA, a right to convey water over part Lot 33 DP 578430 marked ZD, ZV, ZW and ZY, a right to convey electricity over part Lot 33 DP 578430 marked RA, ZC, ZT, ZW, ZD, ZU, ZX and ZY, a right to convey telecommunications over part Lot 33 DP 578430 marked ZD and ZY, a right to drain sewage over part Lot 33 DP 578430 marked RA, ZD, ZV and ZY and a right to drain water over part Lot 33 DP 578430 marked RA, RC, ZE, ZS, ZD, ZV and ZY, a party wall right over part Lot 13 DP 578430 marked U, a pedestrian right of way over part Lot 13 DP 578430 marked PI and a right to drain water over part Lot 13 DP 578430 marked SU, PI and SV all on DP 578430 created by Easement Instrument 12650782.4 - 21.4.2023 at 2:12 pm

Appurtenant to Lot 33 DP 578430 herein is a right to drain water and appurtenant Lot 13 DP 578430 herein is a party wall right, a pedestrian right of way, a right of way, a right to store refuse and recycling bins and a right to stand bicycle, a right to convey water, electricity and telecommunications and a right to drain sewage and water created by Easement Instrument 12650782.4 - 21.4.2023 at 2:12 pm

The easements created by Easement Instrument 12650782.4 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right (in gross) to convey electricity over part Lot 33 DP 578430 marked RA, ZC, ZT, ZW, ZX, ZU and ZY on DP 578430 in favour of Orion New Zealand Limited created by Easement Instrument 12650782.5 - 21.4.2023 at 2:12 pm
Land Covenant in Covenant Instrument 12650782.6 - 21.4.2023 at 2:12 pm

Land Covenant (in gross) in favour of Poulson Villas Residents' Association Incorporated created by Covenant Instrument

12650782.8 - 21.4.2023 at 2:12 pm



608531 TE

Approved by the District Land Registrar, Christchurch, No. 525046

NEW ZEALAND

MEMORANDUM OF TRANSFER

WHEREAS L. & R. LIMITED a duly incorporated Company having its Registered Office at Christchurch (hereinafter called "the Grantor")

See elting Guide

N-00.000.100 011
16 MAR 63 9909
D.E. Stamp Duty CS

is
1. Here state nature of the being registered as the proprietor of an estate¹ in fee simple
estate or interest.

subject however to such encumbrances liens and interests as are notified by memoranda

2. District, county, underwritten or endorsed hereon in all that piece of land situated in the²
or township, City of Christchurch

3. Here state area, exclusive containing³ thirty-nine perches and seven tenths of a perch (Oac. Or. 39.7p.)
of roads intersecting the same, if any.

4. Here state rights of way, privileges, or easements, if any, intended to be conveyed: If the land be dealt with contains all that is included in an existing grant, or certificate of title, or lease, refer thereto for description of parcels and diagrams, otherwise set forth boundaries in chains, links or feet, and refer to the plan delineated on the margin, or annexed to the instrument or deposited in the Land Registry Office.

be the same a little more or less⁴ being Lot one (1) and part of Lot two (2) on Deposited Plan number 19913 being part of Rural Section 72 and being all the land included in Certificate of Title Volume 1D folio 1179 Canterbury Registry (hereinafter called "the firstly described land")

AND WHEREAS JESSIE HELEN CHURCH a Married Woman LAWRENCE NORMAN CHURCH a Plumber and ROGER CHARLES CHURCH a Plumber (all hereinafter called "the Grantees") all of Christchurch are registered as proprietors of an Estate in fee simple as tenants in common in equal shares subject however to such encumbrances liens and interests as are notified by Memoranda underwritten or endorsed hereon in all that parcel of land situate in the City of Christchurch containing two roods eleven perches and two tenths of a perch (Oac. 2r. 11.2p.) or thereabouts being part of Lot two on Deposited Plan number 19913 part-Rural Section 72 and being all the land included in Certificate of Title Volume 1D folio 1178 Canterbury Registry Subject to Mortgage 595712 (hereinafter called "the secondly described land")

WHEREAS the Grantor and the Grantees have verbally agreed that the Grantor shall grant to the Grantees the electric power and telephone easement hereinafter created

NOW THEREFORE in order to give effect to such Agreement

AND IN CONSIDERATION of the sum of One shilling (1/-) paid by the Grantees to the Grantor (the receipt whereof is hereby acknowledged) the Grantor or other the Registered Proprietor or Registered Proprietors for the time being of the firstly described land as and in the nature of an easement and forever appurtenant to the secondly described land Doth hereby grant to the Grantees or other the Registered Proprietor or Registered Proprietors for the time being of the secondly described land the following rights powers and liberties:-

1. THE right at all times at the cost of the Grantees to erect maintain inspect replace and repair the electric power and telephone pole already erected on the firstly described land in the position marked pole on the tracing hereto attached and on the said tracing marked "B":
2. THE full free and uninterrupted right at all times at the cost of the Grantees to erect maintain and inspect replace and repair or cause to be erected maintained replaced inspected or repaired electric power lines either underground or overhead along the lines coloured red shown on the said tracing annexed hereto and therein marked "Electric Power Easement" commencing at a point on the Poulson Street boundary of the firstly described land marked "A" on the tracing aforesaid to the said Pole marked "B" on the said tracing and thence to a point on the boundary of the firstly and secondly described lands marked "D" on the said tracing for the purpose of conducting electric power along the said lines coloured red on the said tracing:
3. THE full free and uninterrupted right at all times at the cost of the

~~In consideration of the sum of~~

Grantees to erect maintain replace renew and repair or cause to be erected maintained replaced renewed or repaired telephone lines either underground or overhead along the lines coloured blue shown on the said tracing and therein marked "telephone easement" commencing at a point on the boundary of the first and secondly described lands marked "C" on the said tracing ~~and to~~ to the pole aforesaid marked "B" on the said tracing and thence to a point on the boundary of the first and secondly described lands marked "D" on the said tracing for the purpose of conducting electric current and speech along the said lines coloured blue on the said tracing:

~~the receipt of which sum~~ ~~hereby acknowledge~~

4. THE full free and uninterrupted right at all times at the cost of the Grantees to erect maintain replace renew or repair or cause to be erected maintained replaced renewed and repaired telephone lines either underground or overhead along the line coloured blue shown on the said tracing and thereon marked "telephone easement" commencing at a point on the Poulson Street boundary of the first described land marked "A" on the said tracing

~~Do~~ ~~hereby Transfer to the said~~

to the said pole marked "B" on the said tracing for the purpose of conducting electric current and speech along the said line coloured blue on the said tracing between the points marked "A" and "B" thereon.

5. Or a lesser estate or interest describing such lesser estate.

~~all~~ ~~estate and interest in the said piece of land~~

5. THE full free right and liberty for the Grantees at all times by day and by night to convey electric power along the lines coloured red on the said tracing and thereon marked "electric power easement" commencing at the point marked "A" on the said tracing to the point marked "B" thereon and from the said point marked "B" to the point marked "D" on the said tracing together with the like right at the times aforesaid to convey electric power along the lines coloured blue on the said tracing and thereon marked "telephone easement" commencing respectively at the point marked "C" on the said tracing to the point marked "B" thereon and from the said point marked "B" to the point marked "D" on the said tracing and at the point marked "A" on the said tracing to the point marked "B" on the said tracing:

6. THE full free right and liberty for the Grantees together with their servants agents workmen and contractors at all times during the day time to enter upon the firstly described land with machinery and materials of all kinds and at all times during the day time for the purposes of erecting maintaining replacing inspecting repairing and renewing the said pole and electric power lines and telephone lines and any posts arms insulators or other fixtures and fittings relating thereto but causing as little interference as possible to the owners or occupiers of the firstly described land in so doing AND the Grantees will at their expense reinstate the surface of the firstly hereinbefore described land to as near as may be as the same was prior to such entry as aforesaid:

In Witness whereof these presents have been executed this 9th

day of August

one thousand nine hundred and sixty-three

THE COMMON SEAL of L. & R. Limited was hereunto

affixed in the presence of:-

Signed by the said

..... J. H. Church Director

... L. N. Church ... Secretary

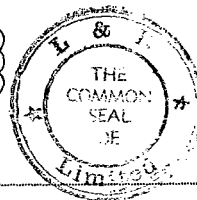
in the presence of

SIGNED by the abovenamed JESSIE HELEN CHURCH LAWRENCE NORMAN CHURCH and ROGER CHARLES CHURCH in the presence of:-

..... J. H. Church

..... L. N. Church

..... R. C. Church



J. H. Church
L. N. Church
R. C. Church

o an inch.
J. M. Callant,
Regt. Surgeon,
26 July 1963.

THE NORTHERN CO-OPERATIVE TERMINATING BUILDING SOCIETY
as Mortgagee under Mortgage Number 595712 HEREBY
CONSENTS to the before written Grant of Easement.

THE COMMON SEAL of THE
NORTHERN CO-OPERATIVE
TERMINATING BUILDING
SOCIETY was hereunto duly
affixed in the presence
of :-



CH054

.....*W. H. Hester*.....Director

.....*W. H. Hester*.....Secretary

Electric Power Easement over Rts Rts
1 & 2 DP 19913 (CT 1D/1179) shown
by red line A, B, D on plan
herein. and

Telephonic Communication Easement
over Rts Rts 2 DP 19913 (CT 1D/1179)
shown by blue line C, B, D on plan
herein and

Telephonic Communication Easement
over Rts Rts 1 & 2 DP 19913 (CT 1D/1179)
shown by blue line A, B on plan
herein,

all appert to other
Rts Rts 2 DP 19913 (CT 1D/1178)

T 608531.

W. H. Hester
12/7/63

12.0
4.0
10.0
1.6.0

608531

NO.

33

Correct for the purposes of the Land Transfer Act.

TRANSFER

Grant of electric power and
telephone easement

Situated in

E. J. Luntz

Solicitor for the Transferee

L. & R. LIMITED

Grantor
Transferor

JESSIE HELEN CHURCH & OTHERS

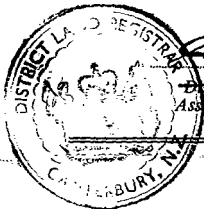
Grantees
Transferee

PARTICULARS entered in Register book,

Vol. 1D, Folio 1179 & 1178

the 10 SEP 1963

at 11.00 o'clock. am



[Signature]
District Land Registrar
Assistant
of the District of Canterbury

LAND & DEEDS	
Nature: Transfer	<i>[Signature]</i>
Firm:	<i>W. A. [Signature]</i>
Date:	10/9/63
Time:	11.00 am
Fee: £	1 : 6 : -
Abstract No:	5237

R. A. YOUNG, HUNTER, COOKE & PENLINGTON

SOLICITORS

CHRISTCHURCH, N.Z.

THE CAXTON PRESS CHRISTCHURCH

608531



View Instrument Details



Instrument No 12650782.4
Status Registered
Date & Time Lodged 21 April 2023 14:12
Lodged By Cosgrove, Catherine Ann
Instrument Type Easement Instrument



Affected Records of Title	Land District
---------------------------	---------------

1070540	Canterbury
1070541	Canterbury
1070542	Canterbury
1070543	Canterbury
1070544	Canterbury
1070545	Canterbury
1070546	Canterbury
1070547	Canterbury
1070548	Canterbury
1070549	Canterbury
1070550	Canterbury
1070551	Canterbury
1070552	Canterbury
1070553	Canterbury
1070554	Canterbury
1070555	Canterbury
1070556	Canterbury
1070557	Canterbury
1070558	Canterbury
1070559	Canterbury
1070560	Canterbury
1070561	Canterbury
1070562	Canterbury
1070563	Canterbury
1070564	Canterbury
1070565	Canterbury
1070566	Canterbury
1070567	Canterbury
1070568	Canterbury
1070569	Canterbury
1070570	Canterbury
1070571	Canterbury

Annexure Schedule Contains 24 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 ☒

I certify that the Mortgagee under Mortgage 12361040.8 has consented to this transaction and I hold that consent ☒

Signature

Signed by Janna Louise Robinson as Grantor Representative on 21/04/2023 12:06 PM

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 Janna Louise Robinson as Grantee Representative on 21/04/2023 12:06 PM

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

Easement instrument to grant easement or *profit à prendre*

(Sections 109 Land Transfer Act 2017)

Grantor

Storma Poulson Limited

Grantee

Storma Poulson 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 (Nature and extent) of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Party Wall	A on DP 578430	Lot 1 on DP 578430 (RT 1070540)	Lot 2 on DP 578430 (RT 1070541)
	B on DP 578430	Lot 2 on DP 578430 (RT 1070541)	Lot 1 on DP 578430 (RT 1070540)
	C on DP 578430	Lot 2 on DP 578430 (RT 1070541)	Lot 3 on DP 578430 (RT 1070542)
	D on DP 578430	Lot 3 on DP 578430 (RT 1070542)	Lot 2 on DP 578430 (RT 1070541)
	E on DP 578430	Lot 3 on DP 578430 (RT 1070542)	Lot 4 on DP 578430 (RT 1070543)
	F on DP 578430	Lot 4 on DP 578430 (RT 1070543)	Lot 3 on DP 578430 (RT 1070542)
	G on DP 578430	Lot 4 on DP 578430 (RT 1070543)	Lot 5 on DP 578430 (RT 1070544)
	H on DP 578430	Lot 5 on DP 578430 (RT 1070544)	Lot 4 on DP 578430 (RT 1070543)
	I on DP 578430	Lot 6 on DP 578430 (RT 1070545)	Lot 7 on DP 578430 (RT 1070546)

	J on DP 578430	Lot 7 on DP 578430 (RT 1070546)	Lot 6 on DP 578430 (RT 1070545)
	K on DP 578430	Lot 7 on DP 578430 (RT 1070546)	Lot 8 on DP 578430 (RT 1070547)
	L on DP 578430	Lot 8 on DP 578430 (RT 1070547)	Lot 7 on DP 578430 (RT 1070546)
	M on DP 578430	Lot 8 on DP 578430 (RT 1070547)	Lot 9 on DP 578430 (RT 1070548)
	N on DP 578430	Lot 9 on DP 578430 (RT 1070548)	Lot 8 on DP 578430 (RT 1070547)
	O on DP 578430	Lot 9 on DP 578430 (RT 1070548)	Lot 10 on DP 578430 (RT 1070549)
	P on DP 578430	Lot 10 on DP 578430 (RT 1070549)	Lot 9 on DP 578430 (RT 1070548)
	Q on DP 578430	Lot 10 on DP 578430 (RT 1070549)	Lot 11 on DP 578430 (RT 1070550)
	R on DP 578430	Lot 11 on DP 578430 (RT 1070550)	Lot 10 on DP 578430 (RT 1070549)
	S on DP 578430	Lot 11 on DP 578430 (RT 1070550)	Lot 12 on DP 578430 (RT 1070551)
	T on DP 578430	Lot 12 on DP 578430 (RT 1070551)	Lot 11 on DP 578430 (RT 1070550)
	U on DP 578430	Lot 13 on DP 578430 (RT 1070552)	Lot 14 on DP 578430 (RT 1070553)
	V on DP 578430	Lot 14 on DP 578430 (RT 1070553)	Lot 13 on DP 578430 (RT 1070552)
	W on DP 578430	Lot 14 on DP 578430 (RT 1070553)	Lot 15 on DP 578430 (RT 1070554)
	X on DP 578430	Lot 15 on DP 578430 (RT 1070554)	Lot 14 on DP 578430 (RT 1070553)
	Y on DP 578430	Lot 15 on DP 578430 (RT 1070554)	Lot 16 on DP 578430 (RT 1070555)
	Z on DP 578430	Lot 16 on DP 578430 (RT 1070555)	Lot 15 on DP 578430 (RT 1070554)
	AA on DP 578430	Lot 16 on DP 578430 (RT 1070555)	Lot 17 on DP 578430 (RT 1070556)
	AB on DP 578430	Lot 17 on DP 578430 (RT 1070556)	Lot 16 on DP 578430 (RT 1070555)

	AC on DP 578430	Lot 17 on DP 578430 (RT 1070556)	Lot 18 on DP 578430 (RT 1070557)
	AD on DP 578430	Lot 18 on DP 578430 (RT 1070557)	Lot 17 on DP 578430 (RT 1070556)
	AE on DP 578430	Lot 18 on DP 578430 (RT 1070557)	Lot 19 on DP 578430 (RT 1070558)
	AF on DP 578430	Lot 19 on DP 578430 (RT 1070558)	Lot 18 on DP 578430 (RT 1070557)
	AG on DP 578430	Lot 19 on DP 578430 (RT 1070558)	Lot 20 on DP 578430 (RT 1070559)
	AH on DP 578430	Lot 20 on DP 578430 (RT 1070559)	Lot 19 on DP 578430 (RT 1070558)
	AI on DP 578430	Lot 20 on DP 578430 (RT 1070559)	Lot 21 on DP 578430 (RT 1070560)
	AJ on DP 578430	Lot 21 on DP 578430 (RT 1070560)	Lot 20 on DP 578430 (RT 1070559)
	AK on DP 578430	Lot 21 on DP 578430 (RT 1070560)	Lot 22 on DP 578430 (RT 1070561)
	AL on DP 578430	Lot 22 on DP 578430 (RT 1070561)	Lot 21 on DP 578430 (RT 1070560)
	AM on DP 578430	Lot 23 on DP 578430 (RT 1070562)	Lot 24 on DP 578430 (RT 1070563)
	AN on DP 578430	Lot 24 on DP 578430 (RT 1070563)	Lot 23 on DP 578430 (RT 1070562)
	AO on DP 578430	Lot 24 on DP 578430 (RT 1070563)	Lot 25 on DP 578430 (RT 1070564)
	AP on DP 578430	Lot 25 on DP 578430 (RT 1070564)	Lot 24 on DP 578430 (RT 1070563)
	AQ on DP 578430	Lot 25 on DP 578430 (RT 1070564)	Lot 26 on DP 578430 (RT 1070565)
	AR on DP 578430	Lot 26 on DP 578430 (RT 1070565)	Lot 25 on DP 578430 (RT 1070564)
	AS on DP 578430	Lot 26 on DP 578430 (RT 1070565)	Lot 27 on DP 578430 (RT 1070566)
	AT on DP 578430	Lot 27 on DP 578430 (RT 1070566)	Lot 26 on DP 578430 (RT 1070565)
	AU on DP 578430	Lot 27 on DP 578430 (RT 1070566)	Lot 28 on DP 578430 (RT 1070567)

	AV on DP 578430	Lot 28 on DP 578430 (RT 1070567)	Lot 27 on DP 578430 (RT 1070566)
	AW on DP 578430	Lot 28 on DP 578430 (RT 1070567)	Lot 29 on DP 578430 (RT 1070568)
	AX on DP 578430	Lot 29 on DP 578430 (RT 1070568)	Lot 28 on DP 578430 (RT 1070567)
	AY on DP 578430	Lot 29 on DP 578430 (RT 1070568)	Lot 30 on DP 578430 (RT 1070569)
	AZ on DP 578430	Lot 30 on DP 578430 (RT 1070569)	Lot 29 on DP 578430 (RT 1070568)
	BA on DP 578430	Lot 30 on DP 578430 (RT 1070569)	Lot 31 on DP 578430 (RT 1070570)
	BB on DP 578430	Lot 31 on DP 578430 (RT 1070570)	Lot 30 on DP 578430 (RT 1070569)
	BC on DP 578430	Lot 31 on DP 578430 (RT 1070570)	Lot 32 on DP 578430 (RT 1070571)
	BD on DP 578430	Lot 32 on DP 578430 (RT 1070571)	Lot 31 on DP 578430 (RT 1070570)
Pedestrian Right of Way	PA on DP 578430	Lot 1 on DP 578430 (RT 1070540)	Lots 2 – 32 on DP 578430 (RTs 1070541 – 1070571)
	PB on DP 578430	Lot 6 on DP 578430 (RT 1070545)	Lots 1 – 5 & 7 – 32 on DP 578430 (RTs 1070540 – 1070544 & 1070546 – 1070571)
	PC on DP 578430	Lot 7 on DP 578430 (RT 1070546)	Lots 1 – 6 & 8 – 32 on DP 578430 (RTs 1070540 – 1070545 & 1070547 – 1070571)
	PD on DP 578430	Lot 8 on DP 578430 (RT 1070547)	Lots 1 – 7 & 9 – 32 on DP 578430 (RTs 1070540 – 1070546 & 1070548 – 1070571)
	PE on DP 578430	Lot 9 on DP 578430 (RT 1070548)	Lots 1 – 8 & 10 – 32 on DP 578430 (RTs 1070540 – 1070547 & 1070549 – 1070571)
	PF on DP 578430	Lot 10 on DP 578430 (RT 1070549)	Lots 1 – 9 & 11 – 32 on DP 578430 (RTs 1070540 – 1070548 & 1070550 – 1070571)
	PG on DP 578430	Lot 11 on DP 578430 (RT 1070550)	Lots 1 – 10 & 12 – 32 on DP 578430 (RTs 1070540 – 1070549 & 1070551 – 1070571)
	PH on DP 578430	Lot 12 on DP 578430 (RT 1070551)	Lots 1 – 11 & 13 – 32 on DP 578430 (RTs 1070540 –

			1070550 & 1070552 – 1070571)
	PI on DP 578430	Lot 13 on DP 578430 (RT 1070552)	Lots 1 – 12 & 14 – 32 on DP 578430 (RTs 1070540 – 1070551 & 1070553 – 1070571)
	PJ on DP 578430	Lot 14 on DP 578430 (RT 1070553)	Lots 1 – 13 & 15 – 32 on DP 578430 (RTs 1070540 – 1070552 & 1070554 – 1070571)
	PK on DP 578430	Lot 15 on DP 578430 (RT 1070554)	Lots 1 – 14 & 16 – 32 on DP 578430 (RTs 1070540 – 1070553 & 1070555 – 1070571)
	PL on DP 578430	Lot 16 on DP 578430 (RT 1070555)	Lots 1 – 15 & 17 – 32 on DP 578430 (RTs 1070540 – 1070554 & 1070556 – 1070571)
	PM on DP 578430	Lot 17 on DP 578430 (RT 1070556)	Lots 1 – 16 & 18 – 32 on DP 578430 (RTs 1070540 – 1070555 & 1070557 – 1070571)
	PN on DP 578430	Lot 18 on DP 578430 (RT 1070557)	Lots 1 – 17 & 19 – 32 on DP 578430 (RTs 1070540 – 1070556 & 1070558 – 1070571)
	PO on DP 578430	Lot 19 on DP 578430 (RT 1070558)	Lots 1 – 18 & 20 – 32 on DP 578430 (RTs 1070540 – 1070557 & 1070559 – 1070571)
	PP on DP 578430	Lot 20 on DP 578430 (RT 1070559)	Lots 1 – 19 & 21 – 32 on DP 578430 (RTs 1070540 – 1070558 & 1070560 – 1070571)
	PQ on DP 578430	Lot 21 on DP 578430 (RT 1070560)	Lots 1 – 20 & 22 – 32 on DP 578430 (RTs 1070540 – 1070559 & 1070561 – 1070571)
	PS on DP 578430	Lot 23 on DP 578430 (RT 1070562)	Lots 1 – 22 & 24 – 32 on DP 578430 (RTs 1070540 – 1070561 & 1070563 – 1070571)
	PT on DP 578430	Lot 24 on DP 578430 (RT 1070563)	Lots 1 – 23 & 25 – 32 on DP 578430 (RTs 1070540 – 1070562 & 1070564 – 1070571)
	PU on DP 578430	Lot 25 on DP 578430 (RT 1070564)	Lots 1 – 24 & 26 – 32 on DP 578430 (RTs 1070540 – 1070563 & 1070565 – 1070571)

	PV on DP 578430	Lot 26 on DP 578430 (RT 1070565)	Lots 1 – 25 & 27 – 32 on DP 578430 (RTs 1070540 – 1070564 & 1070566 – 1070571)
	PW on DP 578430	Lot 27 on DP 578430 (RT 1070566)	Lots 1 – 26 & 28 – 32 on DP 578430 (RTs 1070540 – 1070565 & 1070567 – 1070571)
	PX on DP 578430	Lot 28 on DP 578430 (RT 1070567)	Lots 1 – 27 & 29 – 32 on DP 578430 (RTs 1070540 – 1070566 & 1070568 – 1070571)
	PY on DP 578430	Lot 29 on DP 578430 (RT 1070568)	Lots 1 – 28 & 30 – 32 on DP 578430 (RTs 1070540 – 1070567 & 1070569 – 1070571)
	PZ on DP 578430	Lot 30 on DP 578430 (RT 1070569)	Lots 1 – 29 & 31 – 32 on DP 578430 (RTs 1070540 – 1070568 & 1070570 – 1070571)
	ZA on DP 578430	Lot 31 on DP 578430 (RT 1070570)	Lots 1 – 30 & 32 on DP 578430 (RTs 1070540 – 1070569 & 1070571)
	ZB on DP 578430	Lot 32 on DP 578430 (RT 1070571)	Lots 1 – 31 on DP 578430 (RTs 1070540 – 1070570)
	ZC, ZD, ZE, ZF, ZG, ZV, ZW, ZX, ZY, RA, RC on DP 578430	Lot 33 on DP 578430 (RTs 1070540 - 1070543, 1070545 - 1070560, 1070562 – 1070564)	Lots 5, 22 & 26 – 32 on DP 578430 (RTs 1070544, 1070561 & 1070565 – 1070571)
	ZH, RB on DP 578430	Lot 34 on DP 578430 (RTs 1070565 – 1070571)	Lots 1 – 25 on DP 578430 (RTs 1070540 – 1070564)
Right of Way	ZC, RA, RC on DP 578430	Lot 33 on DP 578430 (RTs 1070540 - 1070543, 1070545 - 1070560, 1070562 – 1070564)	Lots 1 – 4, 6 – 21 & 23 – 25 on DP 578430 (RTs 1070540 – 1070543, 1070545 – 1070560 & 1070562 – 1070564)
	RB on DP 578430	Lot 34 on DP 578430 (RTs 1070565 – 1070571)	Lots 26 – 32 on DP 578430 (RTs 1070565 – 1070571)
Right to Store Refuse and Recycling Bins Right to Stand Bicycle	GA on DP 578430	Lot 33 on DP 578430 (RTs 1070540 - 1070543, 1070545 - 1070560, 1070562 – 1070564)	Lots 1 – 32 on DP 578430 (RTs 1070540 – 1070571)
Right of Support & Maintenance	EA on DP 578430	Lot 2 on DP 578430 (RT 1070541)	Lot 6 on DP 578430 (RT 1070545)
	EB on DP 578430	Lot 3 on DP 578430 (RT 1070542)	
	EC on DP 578430	Lot 4 on DP 578430 (RT 1070543)	

	ED on DP 578430	Lot 5 on DP 578430 (RT 1070544)	
Right to Convey Water	PA on DP 578430	Lot 1 on DP 578430 (RT 1070540)	Lots 6 – 32 on DP 578430 (RTs 1070545 – 1070571)
	PB on DP 578430	Lot 6 on DP 578430 (RT 1070545)	Lots 7 – 32 on DP 578430 (RTs 1070546 – 1070571)
	PC on DP 578430	Lot 7 on DP 578430 (RT 1070546)	Lots 8 – 32 on DP 578430 (RTs 1070547 – 1070571)
	PD on DP 578430	Lot 8 on DP 578430 (RT 1070547)	Lots 9 – 32 on DP 578430 (RTs 1070548 – 1070571)
	PE on DP 578430	Lot 9 on DP 578430 (RT 1070548)	Lots 10 – 32 on DP 578430 (RTs 1070549 – 1070571)
	PF on DP 578430	Lot 10 on DP 578430 (RT 1070549)	Lots 11 – 32 on DP 578430 (RTs 1070550 – 1070571)
	PG on DP 578430	Lot 11 on DP 578430 (RT 1070550)	Lots 12 – 32 on DP 578430 (RTs 1070551 – 1070571)
	PH on DP 578430	Lot 12 on DP 578430 (RT 1070551)	Lots 13 – 22 on DP 578430 (RTs 1070552 – 1070561)
	PJ on DP 578430	Lot 14 on DP 578430 (RT 1070553)	Lot 13 on DP 578430 (RT 1070552)
	PK on DP 578430	Lot 15 on DP 578430 (RT 1070554)	Lots 13 & 14 on DP 578430 (RTs 1070552 & 1070553)
	PL on DP 578430	Lot 16 on DP 578430 (RT 1070555)	Lots 13 – 15 & 17 – 22 on DP 578430 (RTs 1070552 – 1070554 & 1070556 – 1070561)
	PM on DP 578430	Lot 17 on DP 578430 (RT 1070556)	Lots 18 – 22 on DP 578430 (RTs 1070557 – 1070561)
	PN on DP 578430	Lot 18 on DP 578430 (RT 1070557)	Lots 19 – 22 on DP 578430 (RTs 1070558 – 1070561)
	PO on DP 578430	Lot 19 on DP 578430 (RT 1070558)	Lots 20 – 22 on DP 578430 (RTs 1070559 – 1070561)
	PP on DP 578430	Lot 20 on DP 578430 (RT 1070559)	Lots 21 & 22 on DP 578430 (RTs 1070560 & 1070561)
	PQ on DP 578430	Lot 21 on DP 578430 (RT 1070560)	Lot 22 on DP 578430 (RT 1070561)
	PS on DP 578430	Lot 23 on DP 578430 (RT 1070562)	Lots 24 – 32 on DP 578430 (RTs 1070563 – 1070571)
	PT on DP 578430	Lot 24 on DP 578430 (RT 1070563)	Lots 25 – 32 on DP 578430 (RTs 1070564 – 1070571)

	PU on DP 578430	Lot 25 on DP 578430 (RT 1070564)	Lots 26 – 32 on DP 578430 (RTs 1070565 – 1070571)
	PV on DP 578430	Lot 26 on DP 578430 (RT 1070565)	Lots 27 – 32 on DP 578430 (RTs 1070566 – 1070571)
	PW on DP 578430	Lot 27 on DP 578430 (RT 1070566)	Lots 28 – 32 on DP 578430 (RTs 1070567 – 1070571)
	PX on DP 578430	Lot 28 on DP 578430 (RT 1070567)	Lots 29 – 32 on DP 578430 (RTs 1070568 – 1070571)
	PY on DP 578430	Lot 29 on DP 578430 (RT 1070568)	Lots 30 – 32 on DP 578430 (RTs 1070569 – 1070571)
	PZ on DP 578430	Lot 30 on DP 578430 (RT 1070569)	Lots 31 & 32 on DP 578430 (RTs 1070570 & 1070571)
	ZA on DP 578430	Lot 31 on DP 578430 (RT 1070570)	Lot 32 on DP 578430 (RT 1070571)
	ZD, ZV, ZW, ZY on DP 578430	Lot 33 on DP 578430 (RTs 1070540 - 1070543, 1070545 - 1070560, 1070562 – 1070564)	Lots 22 & 26 – 32 on DP 578430 (RTs 1070561 & 1070565 – 1070571)
Right to Convey Electricity	EA, SD on DP 578430	Lot 2 on DP 578430 (RT 1070541)	Lots 1 & 3 – 5 on DP 578430 (RTs 1070540 & 1070542 – 1070544)
	EB, SE on DP 578430	Lot 3 on DP 578430 (RT 1070542)	Lots 1 – 2 & 4 – 5 on DP 578430 (RTs 1070540 – 1070541 & 1070543 – 1070544)
	SF on DP 578430	Lot 4 on DP 578430 (RT 1070543)	Lot 5 on DP 578430 (RT 1070544)
	PB, SI on DP 578430	Lot 6 on DP 578430 (RT 1070545)	Lots 1 – 5 & 7 – 12 on DP 578430 (RTs 1070540 – 1070544 & 1070546 – 1070551)
	PC on DP 578430	Lot 7 on DP 578430 (RT 1070546)	Lots 8 – 12 on DP 578430 (RTs 1070547 – 1070551)
	PD on DP 578430	Lot 8 on DP 578430 (RT 1070547)	Lots 9 – 12 on DP 578430 (RTs 1070548 – 1070551)
	PE on DP 578430	Lot 9 on DP 578430 (RT 1070548)	Lots 10 – 12 on DP 578430 (RTs 1070549 – 1070551)
	PF on DP 578430	Lot 10 on DP 578430 (RT 1070549)	Lots 11 & 12 on DP 578430 (RTs 1070550 & 1070551)
	PG on DP 578430	Lot 11 on DP 578430 (RT 1070550)	Lot 12 on DP 578430 (RT 1070551)
	PJ on DP 578430	Lot 14 on DP 578430 (RT 1070553)	Lot 13 on DP 578430 (RT 1070552)

	PK on DP 578430	Lot 15 on DP 578430 (RT 1070554)	Lots 13 & 14 on DP 578430 (RTs 1070552 & 1070553)
	PL on DP 578430	Lot 16 on DP 578430 (RT 1070555)	Lots 13 – 15 & 17 – 22 on DP 578430 (RTs 1070552 – 1070554 & 1070556 – 1070561)
	PM on DP 578430	Lot 17 on DP 578430 (RT 1070556)	Lots 18 – 22 on DP 578430 (RTs 1070557 – 1070561)
	PN on DP 578430	Lot 18 on DP 578430 (RT 1070557)	Lots 19 – 22 on DP 578430 (RTs 1070558 – 1070561)
	PO on DP 578430	Lot 19 on DP 578430 (RT 1070558)	Lots 20 – 22 on DP 578430 (RTs 1070559 – 1070561)
	PP on DP 578430	Lot 20 on DP 578430 (RT 1070559)	Lots 21 & 22 on DP 578430 (RTs 1070560 & 1070561)
	PQ on DP 578430	Lot 21 on DP 578430 (RT 1070560)	Lot 22 on DP 578430 (RT 1070561)
	ZZ on DP 578430	Lot 23 on DP 578430 (RT 1070562)	Lots 13 – 22 & 24 – 32 on DP 578430 (RTs 1070552 – 1070561 & 1070563 – 1070571)
	PS on DP 578430	Lot 23 on DP 578430 (RT 1070562)	Lots 24 – 32 on DP 578430 (RTs 1070563 – 1070571)
	PT on DP 578430	Lot 24 on DP 578430 (RT 1070563)	Lots 25 – 32 on DP 578430 (RTs 1070564 – 1070571)
	PU on DP 578430	Lot 25 on DP 578430 (RT 1070564)	Lots 26 – 32 on DP 578430 (RTs 1070565 – 1070571)
	PV on DP 578430	Lot 26 on DP 578430 (RT 1070565)	Lots 27 – 32 on DP 578430 (RTs 1070566 – 1070571)
	PW on DP 578430	Lot 27 on DP 578430 (RT 1070566)	Lots 28 – 32 on DP 578430 (RTs 1070567 – 1070571)
	PX on DP 578430	Lot 28 on DP 578430 (RT 1070567)	Lots 29 – 32 on DP 578430 (RTs 1070568 – 1070571)
	PY on DP 578430	Lot 29 on DP 578430 (RT 1070568)	Lots 30 – 32 on DP 578430 (RTs 1070569 – 1070571)
	PZ on DP 578430	Lot 30 on DP 578430 (RT 1070569)	Lots 31 & 32 on DP 578430 (RTs 1070570 & 1070571)
	ZA on DP 578430	Lot 31 on DP 578430 (RT 1070570)	Lot 32 on DP 578430 (RT 1070571)
	RA, ZC on DP 578430	Lot 33 on DP 578430 (RTs 1070540 - 1070543, 1070545 - 1070560, 1070562 – 1070564)	Lots 5 & 22 on DP 578430 (RTs 1070544 & 1070561)

	ZT, ZW on DP 578430	Lot 33 on DP 578430 (RTs 1070540 - 1070543, 1070545 - 1070560, 1070562 – 1070564)	Lot 5 on DP 578430 (RT 1070544)
	ZD, ZU, ZX, ZY on DP 578430	Lot 33 on DP 578430 (RTs 1070540 - 1070543, 1070545 - 1070560, 1070562 – 1070564)	Lot 22 on DP 578430 (RT 1070561)
Right to Convey Telecommunications	PA on DP 578430	Lot 1 on DP 578430 (RT 1070540)	Lots 6 – 12 on DP 578430 (RTs 1070545 – 1070551)
	PB on DP 578430	Lot 6 on DP 578430 (RT 1070545)	Lots 7 – 12 on DP 578430 (RTs 1070546 – 1070551)
	PC on DP 578430	Lot 7 on DP 578430 (RT 1070546)	Lots 8 – 12 on DP 578430 (RTs 1070547 – 1070551)
	PD on DP 578430	Lot 8 on DP 578430 (RT 1070547)	Lots 9 – 12 on DP 578430 (RTs 1070548 – 1070551)
	PE on DP 578430	Lot 9 on DP 578430 (RT 1070548)	Lots 10 – 12 on DP 578430 (RTs 1070549 – 1070551)
	PF on DP 578430	Lot 10 on DP 578430 (RT 1070549)	Lots 11 & 12 on DP 578430 (RTs 1070550 & 1070551)
	PG on DP 578430	Lot 11 on DP 578430 (RT 1070550)	Lot 12 on DP 578430 (RT 1070551)
	PJ on DP 578430	Lot 14 on DP 578430 (RT 1070553)	Lot 13 on DP 578430 (RT 1070552)
	PK on DP 578430	Lot 15 on DP 578430 (RT 1070554)	Lots 13 & 14 on DP 578430 (RTs 1070552 & 1070553)
	PL on DP 578430	Lot 16 on DP 578430 (RT 1070555)	Lots 13 – 15 & 17 – 22 on DP 578430 (RTs 1070552 – 1070554 & 1070556 – 1070561)
	PM on DP 578430	Lot 17 on DP 578430 (RT 1070556)	Lots 18 – 22 on DP 578430 (RTs 1070557 – 1070561)
	PN on DP 578430	Lot 18 on DP 578430 (RT 1070557)	Lots 19 – 22 on DP 578430 (RTs 1070558 – 1070561)
	PO on DP 578430	Lot 19 on DP 578430 (RT 1070558)	Lots 20 – 22 on DP 578430 (RTs 1070559 – 1070561)
	PP on DP 578430	Lot 20 on DP 578430 (RT 1070559)	Lots 21 & 22 on DP 578430 (RTs 1070560 & 1070561)
	PQ on DP 578430	Lot 21 on DP 578430 (RT 1070560)	Lot 22 on DP 578430 (RT 1070561)
	PS, ZZ on DP 578430	Lot 23 on DP 578430 (RT 1070562)	Lots 13 – 22 on DP 578430 (RTs 1070552 – 1070561)

	PT on DP 578430	Lot 24 on DP 578430 (RT 1070563)	Lots 13 – 23 on DP 578430 (RTs 1070552 – 1070562)
	PU on DP 578430	Lot 25 on DP 578430 (RT 1070564)	Lots 13 – 24 on DP 578430 (RTs 1070552 – 1070563)
	PV on DP 578430	Lot 26 on DP 578430 (RT 1070565)	Lots 13 – 25 on DP 578430 (RTs 1070552 – 1070564)
	PW on DP 578430	Lot 27 on DP 578430 (RT 1070566)	Lots 13 – 26 on DP 578430 (RTs 1070552 – 1070565)
	PX on DP 578430	Lot 28 on DP 578430 (RT 1070567)	Lots 13 – 27 on DP 578430 (RTs 1070552 – 1070566)
	PY on DP 578430	Lot 29 on DP 578430 (RT 1070568)	Lots 13 – 28 on DP 578430 (RTs 1070552 – 1070567)
	PZ on DP 578430	Lot 30 on DP 578430 (RT 1070569)	Lots 13 – 29 on DP 578430 (RTs 1070552 -1070568)
	ZA on DP 578430	Lot 31 on DP 578430 (RT 1070570)	Lots 13 – 30 on DP 578430 (RTs 1070552 – 1070569)
	ZB on DP 578430	Lot 32 on DP 578430 (RT 1070571)	Lots 13 – 31 on DP 578430 (RTs 1070552 – 1070570)
	ZD, ZY on DP 578430	Lot 33 on DP 578430 (RTs 1070540 - 1070543, 1070545 - 1070560, 1070562 – 1070564)	Lot 22 on DP 578430 (RT 1070561)
	RB on DP 578430	Lot 34 on DP 578430 (RTs 1070565 – 1070571)	Lots 13 – 25 on DP 578430 (RTs 1070552 – 1070564)
Right to Drain Sewage	FA on DP 578430	Lot 2 on DP 578430 (RT 1070541)	Lot 1 on DP 578430 (RT 1070540)
	FB on DP 578430	Lot 3 on DP 578430 (RT 1070542)	Lots 1, 2, 4 & 5 on DP 578430 (RTs 1070540, 1070541, 1070543 & 1070544)
	FC on DP 578430	Lot 4 on DP 578430 (RT 1070543)	Lot 5 on DP 578430 (RT 1070544)
	PB on DP 578430	Lot 6 on DP 578430 (RT 1070545)	Lots 7 – 32 on DP 578430 (RTs 1070546 – 1070571)
	PC on DP 578430	Lot 7 on DP 578430 (RT 1070546)	Lots 8 – 32 on DP 578430 (RTs 1070547 – 1070571)
	PD on DP 578430	Lot 8 on DP 578430 (RT 1070547)	Lots 9 – 32 on DP 578430 (RTs 1070548 – 1070571)
	PE on DP 578430	Lot 9 on DP 578430 (RT 1070548)	Lots 10 – 32 on DP 578430 (RTs 1070549 – 1070571)
	PF on DP 578430	Lot 10 on DP 578430 (RT 1070549)	Lots 11 – 32 on DP 578430 (RTs 1070550 – 1070571)

	PG on DP 578430	Lot 11 on DP 578430 (RT 1070550)	Lots 12 – 32 on DP 578430 (RTs 1070551 – 1070571)
	PH on DP 578430	Lot 12 on DP 578430 (RT 1070551)	Lots 13 – 22 on DP 578430 (RTs 1070552 – 1070561)
	PJ on DP 578430	Lot 14 on DP 578430 (RT 1070553)	Lot 13 on DP 578430 (RT 1070552)
	PK on DP 578430	Lot 15 on DP 578430 (RT 1070554)	Lot 13 & 14 on DP 578430 (RT 1070552 & 1070553)
	PL on DP 578430	Lot 16 on DP 578430 (RT 1070555)	Lots 13 – 15 & 17 – 22 on DP 578430 (RTs 1070552 – 1070554 & 1070556 – 1070561)
	PM on DP 578430	Lot 17 on DP 578430 (RT 1070556)	Lots 18 – 22 on DP 578430 (RTs 1070557 – 1070561)
	PN on DP 578430	Lot 18 on DP 578430 (RT 1070557)	Lots 19 – 22 on DP 578430 (RTs 1070558 – 1070561)
	PO on DP 578430	Lot 19 on DP 578430 (RT 1070558)	Lots 20 – 22 on DP 578430 (RTs 1070559 – 1070561)
	PP on DP 578430	Lot 20 on DP 578430 (RT 1070559)	Lots 21 & 22 on DP 578430 (RT 1070560 & 1070561)
	PQ on DP 578430	Lot 21 on DP 578430 (RT 1070560)	Lot 22 on DP 578430 (RT 1070561)
	PS on DP 578430	Lot 23 on DP 578430 (RT 1070562)	Lots 24 – 32 on DP 578430 (RTs 1070563 – 1070571)
	PT on DP 578430	Lot 24 on DP 578430 (RT 1070563)	Lots 25 – 32 on DP 578430 (RTs 1070564 – 1070571)
	PU on DP 578430	Lot 25 on DP 578430 (RT 1070564)	Lots 26 – 32 on DP 578430 (RTs 1070565 – 1070571)
	PV on DP 578430	Lot 26 on DP 578430 (RT 1070565)	Lots 27 – 32 on DP 578430 (RTs 1070566 – 1070571)
	PW on DP 578430	Lot 27 on DP 578430 (RT 1070566)	Lots 28 – 32 on DP 578430 (RTs 1070567 – 1070571)
	PX on DP 578430	Lot 28 on DP 578430 (RT 1070567)	Lots 29 – 32 on DP 578430 (RTs 1070568 – 1070571)
	PY on DP 578430	Lot 29 on DP 578430 (RT 1070568)	Lots 30 – 32 on DP 578430 (RTs 1070569 – 1070571)
	PZ on DP 578430	Lot 30 on DP 578430 (RT 1070569)	Lots 31 & 32 on DP 578430 (RTs 1070570 & 1070571)
	ZA on DP 578430	Lot 31 on DP 578430 (RT 1070570)	Lot 32 on DP 578430 (RT 1070571)

	RA, ZD, ZV, ZY on DP 578430	Lot 33 on DP 578430 (RTs 1070540 - 1070543, 1070545 - 1070560, 1070562 – 1070564)	Lots 22 & 26 – 32 on DP 578430 (RTs 1070561 & 1070565 – 1070571)
Right to Drain Water	SA on DP 578430	Lot 1 on DP 578430 (RT 1070540)	Lots 2 – 5 on DP 578430 (RTs 1070541 – 1070544)
	SC on DP 578430	Lot 1 on DP 578430 (RT 1070540)	Lots 2 – 12 on DP 578430 (RTs 1070541 – 1070551)
	PA on DP 578430	Lot 1 on DP 578430 (RT 1070540)	Lots 2 – 22 on DP 578430 (RTs 1070541 – 1070561)
	SD on DP 578430	Lot 2 on DP 578430 (RT 1070541)	Lots 1 & 3 – 12 on DP 578430 (RTs 1070540 & 1070542 – 1070551)
	FA on DP 578430	Lot 2 on DP 578430 (RT 1070541)	Lots 1 & 3 – 5 on DP 578430 (RTs 1070540 & 1070542 – 1070544)
	EB on DP 578430	Lot 3 on DP 578430 (RT 1070542)	Lot 6 on DP 578430 (RT 1070545)
	SE on DP 578430	Lot 3 on DP 578430 (RT 1070542)	Lots 4 – 12 on DP 578430 (RTs 1070543 – 1070551)
	FB on DP 578430	Lot 3 on DP 578430 (RT 1070542)	Lots 1 – 2 & 4 – 5 on DP 578430 (RTs 1070540 – 1070541 & 1070543 – 1070544)
	SF on DP 578430	Lot 4 on DP 578430 (RT 1070543)	Lots 3 & 5 – 12 on DP 578430 (RTs 1070542 & 1070544 – 1070551)
	FC on DP 578430	Lot 4 on DP 578430 (RT 1070543)	Lots 3 & 5 on DP 578430 (RTs 1070542 & 1070544)
	EC on DP 578430	Lot 4 on DP 578430 (RT 1070543)	Lot 6 on DP 578430 (RT 1070545)
	ED on DP 578430	Lot 5 on DP 578430 (RT 1070544)	Lot 6 on DP 578430 (RT 1070545)
	SH on DP 578430	Lot 5 on DP 578430 (RT 1070544)	Lots 6 – 12 on DP 578430 (RTs 1070545 – 1070551)
	SG on DP 578430	Lot 5 on DP 578430 (RT 1070544)	Lots 3 & 4 on DP 578430 (RTs 1070542 & 1070543)
	PB on DP 578430	Lot 6 on DP 578430 (RT 1070545)	Lots 7 – 22 on DP 578430 (RTs 1070546 – 1070561)
	SI on DP 578430	Lot 6 on DP 578430 (RT 1070545)	Lots 7 & 8 on DP 578430 (RTs 1070546 & 1070547)
	SJ on DP 578430	Lot 6 on DP 578430 (RT 1070545)	Lots 7 – 12 on DP 578430 (RTs 1070546 – 1070551)

	PC on DP 578430	Lot 7 on DP 578430 (RT 1070546)	Lots 6 & 8 – 22 on DP 578430 (RTs 1070545 & 1070547 – 1070561)
	SK on DP 578430	Lot 7 on DP 578430 (RT 1070546)	Lots 6 & 8 on DP 578430 (RTs 1070545 & 1070547)
	SL on DP 578430	Lot 7 on DP 578430 (RT 1070546)	Lots 6 & 8 – 12 on DP 578430 (RTs 1070545 & 1070547 – 1070551)
	PD on DP 578430	Lot 8 on DP 578430 (RT 1070547)	Lots 9 – 22 on DP 578430 (RTs 1070548 – 1070561)
	SM on DP 578430	Lot 8 on DP 578430 (RT 1070547)	Lots 9 & 10 on DP 578430 (RTs 1070548 & 1070549)
	SN on DP 578430	Lot 8 on DP 578430 (RT 1070547)	Lots 9 – 12 on DP 578430 (RTs 1070548 – 1070551)
	PE on DP 578430	Lot 9 on DP 578430 (RT 1070548)	Lots 8 & 10 – 22 on DP 578430 (RTs 1070547 & 1070549 – 1070561)
	SO on DP 578430	Lot 9 on DP 578430 (RT 1070548)	Lots 8 & 10 on DP 578430 (RTs 1070547 & 1070549)
	SP on DP 578430	Lot 9 on DP 578430 (RT 1070548)	Lots 8 & 10 – 12 on DP 578430 (RTs 1070547 & 1070549 – 1070551)
	PF on DP 578430	Lot 10 on DP 578430 (RT 1070549)	Lots 11 – 22 on DP 578430 (RTs 1070550 – 1070561)
	SQ, SR on DP 578430	Lot 10 on DP 578430 (RT 1070549)	Lots 11 & 12 on DP 578430 (RTs 1070550 & 1070551)
	PG on DP 578430	Lot 11 on DP 578430 (RT 1070550)	Lots 10 & 12 – 22 on DP 578430 (RTs 1070549 & 1070551 – 1070561)
	SS, ST on DP 578430	Lot 11 on DP 578430 (RT 1070550)	Lots 10 & 12 on DP 578430 (RTs 1070549 & 1070551)
	PH on DP 578430	Lot 12 on DP 578430 (RT 1070551)	Lots 13 – 22 on DP 578430 (RTs 1070552 – 1070561)
	SU on DP 578430	Lot 13 on DP 578430 (RT 1070552)	Lots 14 & 15 on DP 578430 (RTs 1070553 & 1070554)
	PI, SV on DP 578430	Lot 13 on DP 578430 (RT 1070552)	Lots 14 – 22 on DP 578430 (RTs 1070553 – 1070561)
	SW on DP 578430	Lot 14 on DP 578430 (RT 1070553)	Lots 13 & 15 on DP 578430 (RTs 1070552 & 1070554)
	PJ, SX on DP 578430	Lot 14 on DP 578430 (RT 1070553)	Lots 13 & 15 – 22 on DP 578430 (RTs 1070552 & 1070554 – 1070561)
	SY on DP 578430	Lot 15 on DP 578430 (RT 1070554)	Lots 16 & 17 on DP 578430 (RTs 1070555 & 1070556)

	PK on DP 578430	Lot 15 on DP 578430 (RT 1070554)	Lots 13 – 14 & 16 – 22 on DP 578430 (RTs 1070552 – 1070553 & 1070555 – 1070561)
	SZ on DP 578430	Lot 15 on DP 578430 (RT 1070554)	Lots 16 – 22 on DP 578430 (RTs 1070555 – 1070561)
	TA on DP 578430	Lot 16 on DP 578430 (RT 1070555)	Lots 15 & 17 on DP 578430 (RTs 1070554 & 1070556)
	PL on DP 578430	Lot 16 on DP 578430 (RT 1070555)	Lots 13 – 15 & 17 – 22 on DP 578430 (RTs 1070552 – 1070554 & 1070556 – 1070561)
	TB on DP 578430	Lot 16 on DP 578430 (RT 1070555)	Lots 15 & 17 – 22 on DP 578430 (RTs 1070554 & 1070556 – 1070561)
	TC on DP 578430	Lot 17 on DP 578430 (RT 1070556)	Lots 18 & 19 on DP 578430 (RTs 1070557 & 1070558)
	PM, TD on DP 578430	Lot 17 on DP 578430 (RT 1070556)	Lots 18 – 22 on DP 578430 (RTs 1070557 – 1070561)
	TE on DP 578430	Lot 18 on DP 578430 (RT 1070557)	Lots 17 & 19 on DP 578430 (RTs 1070556 & 1070558)
	PN, TF on DP 578430	Lot 18 on DP 578430 (RT 1070557)	Lots 17 & 19 – 22 on DP 578430 (RTs 1070556 & 1070558 – 1070561)
	TG on DP 578430	Lot 19 on DP 578430 (RT 1070558)	Lots 20 & 21 on DP 578430 (RTs 1070559 & 1070560)
	PO, TH on DP 578430	Lot 19 on DP 578430 (RT 1070558)	Lots 20 – 22 on DP 578430 (RTs 1070559 – 1070561)
	TI on DP 578430	Lot 20 on DP 578430 (RT 1070559)	Lots 19 & 21 on DP 578430 (RTs 1070558 & 1070560)
	PP, TJ on DP 578430	Lot 20 on DP 578430 (RT 1070559)	Lots 19 & 21 – 22 on DP 578430 (RTs 1070558 & 1070560 – 1070561)
	PQ, TK on DP 578430	Lot 21 on DP 578430 (RT 1070560)	Lot 22 on DP 578430 (RT 1070561)
	TL on DP 578430	Lot 22 on DP 578430 (RT 1070561)	Lot 21 on DP 578430 (RT 1070560)
	TM on DP 578430	Lot 22 on DP 578430 (RT 1070561)	Lot 21 on DP 578430 (RT 1070560)
	TN, PS on DP 578430	Lot 23 on DP 578430 (RT 1070562)	Lot 24 on DP 578430 (RT 1070563)

	TO, PT, TP on DP 578430	Lot 24 on DP 578430 (RT 1070563)	Lot 23 on DP 578430 (RT 1070562)
	TQ on DP 578430	Lot 25 on DP 578430 (RT 1070564)	Lot 26 on DP 578430 (RT 1070565)
	PU, TR on DP 578430	Lot 25 on DP 578430 (RT 1070564)	Lots 23 – 24 & 26 on DP 578430 (RTs 1070562 – 1070563 & 1070565)
	TS on DP 578430	Lot 26 on DP 578430 (RT 1070565)	Lot 25 on DP 578430 (RT 1070564)
	PV, TT on DP 578430	Lot 26 on DP 578430 (RT 1070565)	Lots 23 – 25 on DP 578430 (RTs 1070562 – 1070564)
	TU on DP 578430	Lot 27 on DP 578430 (RT 1070566)	Lots 26 & 28 on DP 578430 (RTs 1070565 & 1070567)
	PW, TV on DP 578430	Lot 27 on DP 578430 (RT 1070566)	Lots 23 – 26 & 28 on DP 578430 (RTs 1070562 – 1070565 & 1070567)
	TW on DP 578430	Lot 28 on DP 578430 (RT 1070567)	Lots 26 & 27 on DP 578430 (RTs 1070565 & 1070566)
	PX, TX on DP 578430	Lot 28 on DP 578430 (RT 1070567)	Lots 23 – 27 on DP 578430 (RTs 1070562 – 1070566)
	TY on DP 578430	Lot 29 on DP 578430 (RT 1070568)	Lots 28 & 30 on DP 578430 (RTs 1070567 & 1070569)
	PY, TZ on DP 578430	Lot 29 on DP 578430 (RT 1070568)	Lots 23 - 28 & 30 on DP 578430 (RTs 1070562 – 1070567 & 1070569)
	UA on DP 578430	Lot 30 on DP 578430 (RT 1070569)	Lots 28 & 29 on DP 578430 (RTs 1070567 & 1070568)
	PZ, UB on DP 578430	Lot 30 on DP 578430 (RT 1070569)	Lots 23 – 29 on DP 578430 (RTs 1070562 – 1070568)
	UC on DP 578430	Lot 31 on DP 578430 (RT 1070570)	Lots 30 & 32 on DP 578430 (RTs 1070569 & 1070571)
	UD, ZA on DP 578430	Lot 31 on DP 578430 (RT 1070570)	Lots 23 – 30 & 32 on DP 578430 (RTs 1070562 – 1070569 & 1070571)
	UE on DP 578430	Lot 32 on DP 578430 (RT 1070571)	Lots 30 & 31 on DP 578430 (RTs 1070569 & 1070570)
	UF, ZB on DP 578430	Lot 32 on DP 578430 (RT 1070571)	Lots 23 – 31 on DP 578430 (RTs 1070562 – 1070570)
	UG on DP 578430	Lot 32 on DP 578430 (RT 1070571)	Lots 5 & 33 on DP 578430 (RTs 1070544, 1070540 - 1070543, 1070545 - 1070560, 1070562 – 1070564)

	RA, RC, ZE, ZS on DP 578430	Lot 33 on DP 578430 (RTs 1070540 - 1070543, 1070545 - 1070560, 1070562 – 1070564)	Lot 5 on DP 578430 (RT 1070544)
	ZD, ZV, ZY on DP 578430	Lot 33 on DP 578430 (RTs 1070540 - 1070543, 1070545 - 1070560, 1070562 – 1070564)	Lot 22 on DP 578430 (RT 1070561)
	RB on DP 578430	Lot 34 on DP 578430 (RTs 1070565 – 1070571)	Lots 5, 23 – 25 & 33 on DP 578430 (RTs 1070544, 1070562 – 1070564 & 1070540 - 1070543, 1070545 – 1070560 & 1070562 – 1070564)

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.

The implied rights and powers are hereby varied, negated and added to by the provisions set out in Annexure Schedule 1

ANNEXURE SCHEDULE 1

1. **Easements or *profits à prendre* rights and powers (including terms, covenants and conditions) cont.**
 - 1.1. Unless otherwise provided below, the rights and powers implied in the Party Wall, the Pedestrian Right of Way, the Right to Store Refuse and Recycling Bins, the Right to Park Bicycles, and the Right of Support and Maintenance easements are those prescribed by clause 1 and clauses 10 – 14 of the Fifth Schedule to the Land Transfer Regulations 2018.
2. **Definitions**
 - 2.1. “Bicycle” means a vehicle that has 2 wheels, designed to be primarily propelled by the muscular energy of the rider and includes a power-assisted bicycle.
 - 2.2. “Grantee”
 - 2.2.1. means the registered proprietor of the Benefited Land; and
 - 2.2.2. includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantee;
 - 2.3. “Grantor”
 - 2.3.1. means the registered proprietor of the Burdened Land; and
 - 2.3.2. includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor;
 - 2.4. “Party Wall” means a party wall erected on the Party Wall Area and includes:
 - 2.4.1. any extension, modification or addition to any party wall;
 - 2.4.2. any new party wall erected in substitution for a demolished party wall;
 - 2.4.3. all foundations supporting a party wall; and
 - 2.4.4. any part of a party wall.
 - 2.5. “Party Wall Area” means that part of the land described in the first schedule as being subject to a Party Wall Easement.
 - 2.6. “Party Wall Easement” means the rights recorded by this instrument in relation to each Party Wall Area.
 - 2.7. “Refuse and Recycling Bins” means bins provided by the Christchurch City Council within Christchurch and Banks Peninsula for domestic waste and recycling disposal and collection.

- 2.8. “Working Day” means any day of the week other than:
- 2.8.1. Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, Labour Day, the Sovereign’s birthday, Matariki and Waitangi Day;
 - 2.8.2. If Matariki, Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday;
 - 2.8.3. a day in the period commencing with the 25th day of December in any year and ending with the 5th day of January in the following year (both days inclusive); and
 - 2.8.4. the day observed as the anniversary of the province in which the property is situated.
3. **Conflicts**
- 3.1. If there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018, and the modifications in this instrument, the modifications must prevail.
4. **Party Wall**
- 4.1. The following clause 4 applies only to the Party Wall Easement.
- 4.2. The Grantee has the right, in common with the Grantor, to:
- 4.2.1. erect a Party Wall on the Party Wall Area;
 - 4.2.2. modify any Party Wall within the limits of the Party Wall Area;
 - 4.2.3. use, encroach on and enjoy for the purpose of a Party Wall the Party Wall Area;
 - 4.2.4. use and enjoy the support and enclosure of the structure on the Burdened Land afforded by the Party Wall and the land on which it stands; and
 - 4.2.5. 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.
- 4.3. The construction of any Party Wall and any modification to any Party Wall will be carried out:
- 4.3.1. in a proper and competent manner;
 - 4.3.2. 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;
 - 4.3.3. in accordance with the requirements of law and the local authority having jurisdiction;
 - 4.3.4. with all reasonable speed;
 - 4.3.5. in such manner as to cause as little disturbance and nuisance as possible to the other party’s property and the occupiers and users of the other party’s property; and

- 4.3.6. in such manner as to ensure that the Party Wall, any building supported by the Party Wall, and any property affected will not be rendered unstable or unsafe or jeopardised in any manner both during and on completion of the construction.
- 4.4. A party exercising any rights under these provisions will make good, at the expense of that party, any damage which may be caused to the other party's property and any improvements situated on the other party's property.
- 4.5. Any Party Wall erected under a Party Wall Easement will be and remain the common property of the Grantor and the Grantee who will have equal rights to the use, ownership and enjoyment of the Party Wall during the term.
5. **Pedestrian Right of Way**
- 5.1. The following clause 5 applies only to the Pedestrian Right of Way easement.
- 5.2. In relation to the Pedestrian Right of Way easement, "easement facility" means the surface of the easement area, including any steps, ramp, path, or driveway.
- 5.3. The Grantee has the right in common with the Grantor (and any other persons who the Grantor may grant similar rights), at all times:
- 5.3.1. to go over and along the easement facility on foot, with or without any kind of scooter, mobility scooter, electric scooter, wheelchair, bicycle, pram, machinery, implement, domestic animal or service animal;
- 5.3.2. to trim or remove any vegetation from the easement facility; and
- 5.3.3. to have the easement facility kept clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the easement area.
- 5.4. Subject to the provisions of this easement, neither the Grantor nor the Grantee may do or allow anything to be done on the Burdened Land that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Pedestrian Right of Way created by this instrument.
6. **Right To Store Refuse and Recycling Bins**
- 6.1. The following clause 6 applies only to the Right to Store Refuse and Recycling Bins easement.
- 6.2. In relation to the Right to Store Refuse and Recycling Bins easement, "easement facility" means the surface of the land described as the easement area together with any equipment suitable for that purpose.
- 6.3. The Grantee has the right, in common with the Grantor, at all times:
- 6.3.1. to store and place Refuse and Recycling Bins on the easement facility;

- 6.3.2. to go over and along the easement facility on foot for the purpose of access to the Refuse and Recycling Bins; and
- 6.3.3. to dispose of household refuse in the Refuse and Recycling Bins on the easement facility.
- 6.4. The Grantee must:
 - 6.4.1. keep all refuse, garbage and rubbish in covered Refuse and Recycling Bins at all times;
 - 6.4.2. keep the easement facility clean and tidy and clear of obstructions at all times and must not allow rubbish to be placed or to accumulate on the easement facility;
 - 6.4.3. not permit any odours to arise from the easement facility so as to cause a nuisance, be unsanitary or offensive or detrimental to owners adjoining the easement facility; and
 - 6.4.4. not store or dispose of any dangerous or flammable substances in the Refuse and Recycling Bins or on the easement facility.
 - 6.4.5. The Grantee will not use its Refuse and Recycling Bins for any trade, commercial or third party's rubbish or waste.
- 7. **Right to Stand Bicycle**
 - 7.1. The following clause 7 applies only to the Right to Stand Bicycle easement.
 - 7.2. In relation to the Right to Stand Bicycle easement, "easement facility" means the surface of the land described as the easement area together with any equipment suitable for that purpose.
 - 7.3. The Grantee has the right, in common with the Grantor, at all times:
 - 7.3.1. to go over, pass and re-pass on foot or with a Bicycle; and
 - 7.3.2. to stop, leave and park Bicycles on the easement facility.
 - 7.4. The Right to Stand Bicycles includes the right to have the easement facility kept clear at all times of obstructions (whether caused by parked bicycles, or unreasonable impediment) to the use and enjoyment of the easement facility.
 - 7.5. The right to go over and along the easement facility, and to have the easement facility kept clear, is limited to the extent required by any period of necessary repair or maintenance of the easement facility.
- 8. **Right of Support & Maintenance**
 - 8.1. The following clause 8 applies only to the Right of Support & Maintenance easement.

- 8.2. In relation to the Right of Support, "easement facility" means any engineered fill, foundation, platform or other equipment suitable for the purpose installed beneath the surface of the land described as the easement area for the purpose of supporting construction and any buildings situated on the Benefited Land, and anything in replacement or substitution.
- 8.3. The Right of Support includes the right for the Grantee to construct, repair and maintain, and to use and enjoy the easement facility to facilitate the support of and construction of any buildings on the Benefited Land.
- 8.4. Any party carrying out work on the easement area or on the Burdened Land must take all reasonable steps to minimise disruption to the occupiers and users of the Burdened Land as a result of the work.
- 8.5. Subject to the provisions of this easement, neither the Grantor nor the Grantee may do or allow anything to be done on the Burdened Land that may interfere with or restrict the rights of any other party to any utilities or other services installed on the Burdened Land, nor commit any act which reduces the structural stability of the buildings on the Burdened Land.
- 8.6. In relation to the Right of Maintenance, "easement facility" means the surface of the land described as the easement area.
- 8.7. The Right of Maintenance includes the right for the Grantee to enter on to the Burdened Land by the nearest practical route to access the easement facility at any time on giving 48 hours' notice (except in any emergency) with any contractors, equipment, tools, materials, machinery, ladders and/or scaffolding that is necessary for the purpose of inspecting, repairing, decorating the building on the Benefited Land, and to remain there for a reasonable period to carry out work for such purposes. Such entry and any work is to be at the sole cost of the Grantee.
- 8.8. The inspection, repair and restoration work to the Benefited Land must be carried out:
 - 8.8.1. in a proper manner;
 - 8.8.2. in accordance with the requirements of law in the local authority having jurisdiction;
 - 8.8.3. with all reasonable speed; and
 - 8.8.4. in such a manner to cause as little disturbance or nuisance as possible to the Burdened Land.
9. **Right to Drain Water**
 - 9.1. The following clause applies only to the Right to Drain Water over area TM on Lot 22 DP 578430.
 - 9.2. Area TM is limited to +/- 0.20m from the roof surface. See diagrams on DP 578430.
10. **Repair, Maintenance and Costs**
 - 10.1. Where there is a management and cost sharing regime affecting the Benefited Land and the Burdened Land implemented by the provisions of the Constitution of the Poulson Villas

Residents' Association Incorporated ("Constitution") and registered on such records of title of the Burdened and Benefited Land, by way of a land covenant, then such provisions are to be incorporated into this Easement Instrument. Where there is a conflict between the provisions of this Easement Instrument and the Constitution, the Constitution will prevail. This clause does not apply to the Party Wall Easement.

Otherwise,

- 10.2. the cost of repair and maintenance of any easement facility is to be shared equally by each of the Grantor and Grantees who have the right to use the easement facility.
- 10.3. where easement facilities are being used exclusively by any one Grantor or Grantee (or any group of grantees, if more than one), then for so long as such exclusive use continues, the user or users thereof will bear solely all costs relating to those easement facilities in the proportions referred to aforesaid.
- 10.4. where there is a need for repair or maintenance work on an easement facility occasioned by a deliberate or negligent act of one or some only of the Grantee or Grantor, the cost will be borne wholly by that Grantee or Grantor.
- 10.5. where the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee,
 - 10.5.1. that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
 - 10.5.2. the balance of those costs is payable in accordance with the other provisions of this clause 10.
11. **Disputes**
 - 11.1. If a dispute in relation to an easement arises between the parties who have a registered interest under the easement:
 - 11.1.1. The party initiating the dispute must provide full written particulars of the dispute to the other party; and
 - 11.1.2. The parties must promptly meet and in good faith try and resolve the dispute.
 - 11.2. In the event a resolution is not reached, then the dispute will be referred to mediation in accordance with the following:
 - 11.2.1. The parties to the dispute will appoint a mediator and if they fail to agree the mediator will be appointed by the President of the Canterbury-Westland Law Society or the President's nominee;
 - 11.2.2. The parties must co-operate with the mediator in an effort to resolve the dispute;

- 11.2.3. Unless the mediator awards otherwise, each party must pay a share of the costs of the mediator's fee and costs including travel, room hire, refreshments and qualified expert's fees;
- 11.2.4. The terms of settlement will be binding on the parties;
- 11.2.5. The terms of settlement may be tendered in evidence in any legal proceedings, but written statements given to the mediator or to one another, and any discussions between the parties or between the parties and the mediator during the mediation process prior to settlement will not be admissible in any arbitration or legal proceedings;
- 11.2.6. If the dispute is not resolved within ten (10) Working Days after the mediator has been appointed, or within any extended time that the parties agree to in writing, the mediation must cease and either party may then commence arbitral proceedings.
- 11.3. If any dispute is not resolved as set out in clause 11.1 and 11.2 above and the dispute is referred to Arbitration, then:
 - 11.3.1. it must be referred under the Arbitration Act 1996; and
 - 11.3.2. The arbitration must be conducted by a single arbitrator agreed by the parties, or failing agreement, appointed by the President of the Canterbury-Westland Law Society
- 12. **Statutory Rights and Powers**
 - 12.1. The rights and powers implied by section 297 and Schedule 5 of the Property Law Act 2007 do not apply to the easement created by this instrument.

View Instrument Details



Instrument No 12650782.5
Status Registered
Date & Time Lodged 21 April 2023 14:12
Lodged By Cosgrove, Catherine Ann
Instrument Type Easement Instrument



Affected Records of Title	Land District
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1070540	Canterbury
1070541	Canterbury
1070542	Canterbury
1070543	Canterbury
1070545	Canterbury
1070546	Canterbury
1070547	Canterbury
1070548	Canterbury
1070549	Canterbury
1070550	Canterbury
1070551	Canterbury
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1070554	Canterbury
1070555	Canterbury
1070556	Canterbury
1070557	Canterbury
1070558	Canterbury
1070559	Canterbury
1070560	Canterbury
1070562	Canterbury
1070563	Canterbury
1070564	Canterbury

Annexure Schedule Contains 2 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 ☒

I certify that the Mortgagee under Mortgage 12361040.8 has consented to this transaction and I hold that consent ☒

Signature

Signed by Janna Louise Robinson as Grantor Representative on 20/04/2023 02:32 PM

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 Victoria Ellen Beetham Moore Joseph as Grantee Representative on 06/04/2023 08:47 AM

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

Easement instrument to grant easement or *profit à prendre*

Section 109 Land Transfer Act 2017

Grantor**Storma Poulson Limited****Grantee****Orion New Zealand 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 profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey electricity	'PB' and 'SI' on DP 578430	Lot 6 DP 578430 (RT 1070545)	In gross
	'ZZ' on DP 578430	Lot 23 DP 578430 (RT 1070562)	
	'RA', 'ZC', 'ZT', 'ZW', 'ZX', 'ZU' and 'ZY' on DP 578430	Lot 33 DP 578430 (RT's 1070540, 1070541, 1070542, 1070543, 1070545, 1070546, 1070547, 1070548, 1070549, 1070550, 1070551, 1070552, 1070553, 1070554, 1070555, 1070556, 1070557, 1070558, 1070559, 1070560, 1070562, 1070563, 1070564)	

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 Five of the Property Law Act 2007.~~

The implied rights and powers are **[varied]** **[negated]** **[added to]** or **[substituted]** by:

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

The provisions set out in the Annexure Schedule.

Annexure Schedule

Insert type of instrument

Easement instrument

Page

 of

 Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Easement rights and powers":
Underground cables

- 1 The Grantee shall have the free and unrestricted right to convey and transmit electricity and electric impulses including signals, telecommunications and computer media, above ground and below ground on the part of the burdened land marked PB, SI, ZZ, RA, ZC, ZT, ZW, ZX, ZU and ZY on Deposited Plan 578430 (the *Easement Area*), by means of a cable or cables (including communication cables) and any ancillary or associated structures equipment or fittings now or later laid, constructed, erected or installed including by way of addition, replacement or upgrade (*Network Assets*). The Network Assets may include distribution enclosures and other minor above ground works but will otherwise be installed underground. The Network Assets will not for any reason become part of the burdened land or the property of the Grantor.

- 2 The Grantee may at any time access:
 - 2.1 the burdened land; and
 - 2.2 any vehicular or pedestrian access routes over any adjacent land owned by the Grantor or over which the Grantor's invitees have a right of access;

with equipment, implements, machinery, plant, tools and vehicles, for the purposes of laying, constructing, erecting, installing, operating, inspecting, maintaining, repairing, removing, modifying, adding to, replacing or upgrading any Network Assets above ground and below ground on the Easement Area. For these purposes the Grantee may dig up the Easement Area and may place material that is dug up on the Grantor's land adjoining the Easement Area. The Grantee shall, at its cost, fill any trenches and leave the surface of any land it has dug up level. The Grantee shall restore, at its cost, as nearly as practical to its former condition, the surface of any land it has dug up.

- 3 The Grantee shall undertake its work on the burdened land in accordance with all statutory obligations and good industry practice, and expeditiously, and will use reasonable endeavours to minimise to the extent practicable interference with the Grantor's use of the land outside the Easement Area.

- 4 The Grantor will not take or permit any action, and will use all reasonable endeavours to prevent any third party from taking any action, on the burdened land in breach of any legal requirement relating to the Network Assets or that could cause damage to, or interference with, any Network Assets or the Grantee exercising any right or performing any obligation under this easement.

- 5 Without limitation, the Grantor will not, without the written permission of the Grantee, construct, erect, place or plant, or permit to be constructed, erected, placed or planted, on the Easement Area any reinforced concreting, swale, building, structure/improvement, tree or any non-dissecting kerb, service pipe or fence. The Grantor must, at its cost and at all times, keep the vehicular and pedestrian access routes over the burdened land used by the Grantee to and along the Easement Area clear and in good condition including the prompt undertaking of any necessary repair or reinstatement works.

- 6 The Grantee shall not be required to repair, make good or replace anything on the Easement Area that is in breach of clause 5 that is damaged or removed by the Grantee during the course of performing its rights and obligations under this easement.

- 7 The Grantee may exercise its rights and perform its obligation under this easement by its agents, contractors and employees.

- 8 There is no power for the Grantor to cancel this easement for any breach of its provisions or for any other cause with the intention being that this easement continues forever until surrendered.

- 9 This easement is in addition to and not in substitution or limitation for any statutory rights and authorities which the Grantee may have at any time in respect of the burdened land. The rights and powers in this easement are in addition to those rights and powers contained in Schedule 5 to the Land Transfer Regulations 2018 and where the terms of this easement are in conflict with Schedule 5 then the terms of this easement shall prevail.

View Instrument Details



Instrument No 12650782.6
Status Registered
Date & Time Lodged 21 April 2023 14:12
Lodged By Cosgrove, Catherine Ann
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
---------------------------	---------------

1070540	Canterbury
1070541	Canterbury
1070542	Canterbury
1070543	Canterbury
1070545	Canterbury
1070546	Canterbury
1070547	Canterbury
1070548	Canterbury
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1070556	Canterbury
1070557	Canterbury
1070558	Canterbury
1070559	Canterbury
1070560	Canterbury
1070562	Canterbury
1070563	Canterbury
1070564	Canterbury

Annexure Schedule Contains 8 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Janna Louise Robinson as Covenantor Representative on 21/04/2023 11:51 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 Janna Louise Robinson as Covenantee Representative on 21/04/2023 11:51 AM

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

FORM 26

Covenant Instrument to note land covenant

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

Covenantor

Storma Poulson Limited

Covenantee

Storma Poulson Limited

Grant of Covenant

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

Schedule A
Schedule, if required

Continue in additional Annexure

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
	DP 578430	DP 578430	DP 578430
Land Covenants	CA	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 1 RT 1070540
	CB	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 2 RT 1070541
	CC	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 3 RT 1070542

	CD	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 4 RT 1070543
	CE	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 6 RT 1070545
	CF	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 7 RT 1070546
	CG	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 8 RT 1070547
	CH	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 9 RT 1070548
	CI	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 10 RT 1070549
	CJ	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 11 RT 1070550
	CK	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 12 RT 1070551
	CL	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 13 RT 1070552
	CM	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 14 RT 1070553

	CN	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 15 RT 1070554
	CO	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 16 RT 1070555
	CP	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 17 RT 1070556
	CQ	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 18 RT 1070557
	CR	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 19 RT 1070558
	CS	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 20 RT 1070559
	CT	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 21 RT 1070560
	CU	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 23 RT 1070562
	CV	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 24 RT 1070563
	CW	Lot 33 RTs 1070540-1070543, 1070545 - 1070560, 1070562 - 1070564	Lot 25 RT 1070564

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:

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].

The Annexure Schedule.

Annexure Schedule

1. Purpose

- 1.1 The purpose of these Covenants is to provide for exclusive Car Parking Spaces for the Benefiting Lots as set out in Schedule A.

2. Definitions and Interpretation

2.1 Interpretation

- 2.1.1 Words importing one gender include the other gender.
- 2.1.2 Words importing the singular or plural include the plural and singular respectively.
- 2.1.3 Headings are inserted for the sake of convenience and ease of reference only. They do not form part of the text, and will not affect the construction or interpretation of these Covenants.

2.2 Definitions

In these Covenants, unless the context otherwise requires:

“Benefiting Lots”	means the Lots which receive the benefit of these Covenants as set out in Schedule A under “Benefited Land”;
“Buildings”	comprises a Building as defined by the Building Act 2004 and includes a residential dwelling, or family residence;
“Covenants”	means the Covenants contained within this document;
“Car Parking Space”	means the areas set out in Schedule A over the Burdened Land being areas CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW which may be used by the Covenantee;
“Developer”	means Storma Poulson Limited;
“Development”	means the development of 43 & 45 Dickens Street, 69 Poulson Street and 9 Grove Road, Christchurch including but not limited to the existing and future recreational facilities, dwellings, open spaces, walkways, car parking, and all other associated infrastructure;
“Lot”	means any Lot that is subject to these Covenants being Lots 1-4, 6-21, 23-25, and 33.
“Lot Owner”	means the owner of any Lot;

“Storma Poulson Limited”	means Storma Poulson Limited (NZBN 9429049333084) and any successor party or entity nominated by it or by any encompassing party;
“Utility Services”	means electricity, gas, telecommunications, water and wastewater infrastructure installed by a Utility Operator as defined under s4 of the Utilities Access Act 2010;
“Vehicles”	Means motor vehicle as defined in s57 of the Personal Properties Securities Act 1999 excluding trailers, campervans, caravans, buses or any other forms of motorised homes.

3. Covenants

- 3.1 The Covenantee will use the Car Parking Spaces for the purposes of parking their Vehicles and for the purpose of going, passing or re-passing with or without Vehicles at all times.
- 3.2 The right granted in clause 3.1 is exclusive to the Covenantee and its invitees.
- 3.3 The Covenantee covenants with the Covenantor that it will not:
 - 3.3.1 Use the Car Parking Space for any purpose other than parking Vehicles and for the purpose of going, passing or re-passing with or without Vehicles at all times;
 - 3.3.2 Block or park Vehicles on the Car Parking Space in any way that may cause a nuisance or obstruction to the Lot Owners;
 - 3.3.3 Use the Car Parking Space for the parking or storage of any broken down Vehicle or any static machinery or equipment;
 - 3.3.4 Exceed a speed limit of 5km per hour in any Vehicle while on the Burdened Land;
 - 3.3.5 Permit any visitor, guest or invitee to park or leave any Vehicles on the Car Parking Space except on a temporary basis;
 - 3.3.6 Construct, erect or permit to be constructed or erected on the Car Parking Space any new Building, structure, work or earthworks of any kind whatsoever;
 - 3.3.7 Do anything or commit any act, omission or default whereby the Utility Services which are installed on or under the surface of the Burdened Land will be or may be damaged or destroyed or their proper function interfered with;
 - 3.3.8 Store, or allow to be stored, any caravan, motor home, trailer, recreational vehicle, trade vehicle or other equipment or machinery in the Car Parking Space; and

- 3.3.9 Allow any Car Parking Space is to be leased, transferred, assigned or otherwise disposed of separate to the sale of a Lot.
- 3.4 The Covenantee will at all times:
- 3.4.1 Comply with all road rules and regulations when using any Vehicle on the Burdened Land as if the Burdened Land is a legal road subject to usual road rules and regulations that may be enacted and enforced from time to time;
 - 3.4.2 Permit at all times, as and when required, any Utility Services supply authority or any servant, contractor, agent or employee of such supply authority access over the Car Parking Space so that the continued servicing and integrity of the Utility Services may be maintained and undertaken to ensure the continuity of provision of the Utility Services to the Burdened Land and Benefiting Lots;
 - 3.4.3 Permit at all times, as and when required, the police, fire service, ambulance service and any other such like statutory authority or emergency service access over the Car Parking Space to the Benefited Land and Burdened Land or any one of them, so that regulatory authorities and the Council may properly undertake their duties and functions; and
 - 3.4.4 Ensure any Vehicle is roadworthy and operational and is currently licenced (registered) with the NZ Transport Agency (or equivalent).
- 3.5 Each Covenantee will be responsible for the costs of maintaining and repairing their respective Car Parking Space provided however that where the need for maintenance or repairs is directly attributable to the actions of one or more of the Covenantors or Covenantees, the costs will, in that case, be borne wholly by that Covenantor and/or Covenantee.
- 3.6 Where there is a management and cost sharing regime affecting the Burdened Land and the Benefited Land implemented by the provisions of the Constitution of the Poulson Villas Residents' Association Incorporated ("Residents Association") and secured by way of Land Covenant registered on the record of title for the Burdened Land and Benefited Land, then such provisions will be incorporated into this Land Covenant. Where there is any conflict between the provisions of this Covenant and the Constitution of the Residents Association, the provisions of the Constitution of the Residents Association will prevail.
- 3.7 The Developer will not be liable because of any action it takes or fails to take or for any default in the use of the Car Parking Space or for any breach of these Covenants or otherwise and the Lot Owners will indemnify and keep indemnified the Developer and its legal successors (other than successors in title after registration of a transfer from the Developer to a subsequent owner) from any costs, claims, suits, demands or liabilities arising out of or under these Covenants including non-observance of these Covenants.

4. **Creation of Land Covenant**

- 4.1 The Lot Owner for itself and its successors in title covenant and agree with the Developer for the Benefiting Lots that the Lot Owner will at all times observe and perform all these Covenants to the intent that each of the Covenants will enure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the Lot Owners provided that the Lot Owner will be liable only for breaches of these Covenants which occur whilst the Lot Owner is the registered proprietor of the Lot or any part of the Lot.
- 4.2 If there should be any breach or non-observance on the Lot Owner's part of any of these Covenants and without prejudice to any other liability which the Lot Owner may have to the Developer and any person or persons having the benefit of those Covenants, the Lot Owner will, upon written demand made by the Developer or any of the Lot Owners:
- 4.2.1 pay to the person making such demand as liquidated damages the sum of \$100.00 per day for any such breach or non-observance of these Covenants contained in this Instrument for as long as the breach continues after the date upon which written demand has been made;
 - 4.2.2 remove or cause to be removed from the Car Parking Space any structure erected or placed, or any vehicle parked on the Car Parking Space, for non-observance of these Covenants.
 - 4.2.3 remove or cause to be removed from the Car Parking Space any structure erected or placed, or any vehicle parked on the Car Parking Space, for non-observance of these Covenants.

View Instrument Details



Instrument No 12650782.8
Status Registered
Date & Time Lodged 21 April 2023 14:12
Lodged By Cosgrove, Catherine Ann
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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1070540	Canterbury
1070541	Canterbury
1070542	Canterbury
1070543	Canterbury
1070544	Canterbury
1070545	Canterbury
1070546	Canterbury
1070547	Canterbury
1070548	Canterbury
1070549	Canterbury
1070550	Canterbury
1070551	Canterbury
1070552	Canterbury
1070553	Canterbury
1070554	Canterbury
1070555	Canterbury
1070556	Canterbury
1070557	Canterbury
1070558	Canterbury
1070559	Canterbury
1070560	Canterbury
1070561	Canterbury
1070562	Canterbury
1070563	Canterbury
1070564	Canterbury
1070565	Canterbury
1070566	Canterbury
1070567	Canterbury
1070568	Canterbury
1070569	Canterbury
1070570	Canterbury
1070571	Canterbury

Annexure Schedule Contains 4 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Janna Louise Robinson as Covenantor Representative on 21/04/2023 11:52 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 ☒

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Signature

Signed by Janna Louise Robinson as Covenantee Representative on 21/04/2023 11:52 AM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

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

Covenantor

STORMA POULSON LIMITED

Covenantee

POULSON VILLAS RESIDENTS' ASSOCIATION INCORPORATED

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	Not applicable	Lots 1 - 34 (inclusive) on DP 578430 (RT 1070540 - 1070571 (inclusive))	In gross

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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:

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].~~

[Annexure Schedule ____].

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Annexure Schedule

BACKGROUND

- A. The Covenantor is the registered proprietor of the Burdened Land referred to in Schedule A of this Covenant Instrument ("**Land**").
- B. The Poulson Villas Residents' Association Incorporated (**Association**) has been incorporated for the purposes of:
 - a. Promulgating and/or enforcing the Rules of the Association;
 - b. Levying Members for the purpose of providing funds for and meeting the costs and expenses of fulfilling the Associations duties under the Rules;
 - c. Managing, maintaining, repairing, replacing or landscaping Common Facilities or other assets on or adjacent to the Land in accordance with the Rules; and
 - d. Procuring and maintaining a comprehensive insurance policy for all the improvements and Common Facilities on the Land on a collective basis.
- C. The registered proprietor for the time being of the Land will be required to become and, for so long as the registered proprietor continues to be the registered proprietor of the Land, remain a member of the Association and abide by the Rules of the Association and the terms of this Covenant.
- D. The Covenantor has agreed to encumber this land for the better performance of the obligations of the registered proprietor from time to time of the Land to the Association.

OPERATIVE PART

1. Interpretation

1.1 In this Covenant Instrument, unless the context otherwise requires:

"Covenantor" means the registered proprietor of the Land or any part of the Land from time to time, but only for so long as the Covenantor is the registered proprietor;

"Common Facilities" means the common facilities and services (and associated machinery, equipment and infrastructure whether private or shared) within Poulson Villas, Christchurch owned, leased, licensed, maintained, managed, entitled by easement or covenant, or otherwise legally enjoyed in whole or in part by the Association or any registered proprietor of the Land or any part of the Land including but not limited to street lighting, water supply and meters, roadways, walkways, accessways and car parks, stormwater facilities, and all other necessary services including power, telecommunications, and sewer;

"Rules" means the rules and bylaws contained in the registered constitution of the Association, from time to time;

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All other defined terms shall have the meaning given to them in the Rules.

2. Covenants

2.1 The Covenantor covenants for itself and its successors in title with the Association that:

- 2.1.1 Upon becoming registered as proprietor of the Land the Covenantor will immediately join (and be deemed to join) the Association as member;
- 2.1.2 So long as the Covenantor is a registered proprietor of the Land, (and not otherwise) the Covenantor will at all times remain a member of the Association;
- 2.1.3 The Covenantor will promptly pay to the Association all levies and other proper charges levied by the Association in respect of the Covenantor's membership of the Association and the Land;
- 2.1.4 The Covenantor will be bound by and will comply with and perform the Rules of the Association as a member;
- 2.1.5 The Covenantor covenants and agrees that the Association will procure and maintain a comprehensive insurance policy for all the improvements and Common Facilities on the Land on a collective basis in accordance with the Rules;
- 2.1.6 Prior to transferring ownership of the Land or any part of it, the Covenantor will ensure that the purchaser of such Land is notified of the provisions of this Covenant and that the purchaser enters into, executes and delivers to the Association a deed of covenant in favour of the Association, pursuant to which the purchaser covenants to become a member of the Association contemporaneously with the transfer of the Land, to remain a member of the Association, and to observe and perform the obligations of a member as set out in the Rules.
- 2.1.7 Immediately following the settlement of any sale of the Land or any part of it, the Covenantor will give notice of the sale (including particulars of the name and address of the purchaser) to the Association.
- 2.1.8 The Covenantor is deemed to have resigned from the Association when that member is no longer a registered owner of the Land, provided that such resignation will not relieve a person of any obligation or liability arising before that person ceased to be a member.
- 2.1.9 The Covenantor will not take any steps whatsoever, including, without limitation, pursuant to section 317 of the Property Law Act 2007 to have this covenant revoked, cancelled, surrendered, discharged, lapsed or otherwise removed from the title to the Land and will not support any such steps being taken by a third party.