

GRIFFIOEN.

RECORD OF TITLE

Statement of Passing Over: This information has been supplied by the vendor or the vendor's agents. GRIFFIOEN. (Powered by Ownly Limited, Licensed REAA 2008) is merely passing over this information as supplied to us.

We cannot guarantee its accuracy as we have not checked, audited, or reviewed the information and all intending purchasers are advised to seek your own advice as to the information contained in this document.

To the maximum extent permitted by law we do not accept any responsibility to any party for the accuracy or use of the information herein.



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

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




R.W. Muir
Registrar-General
of Land

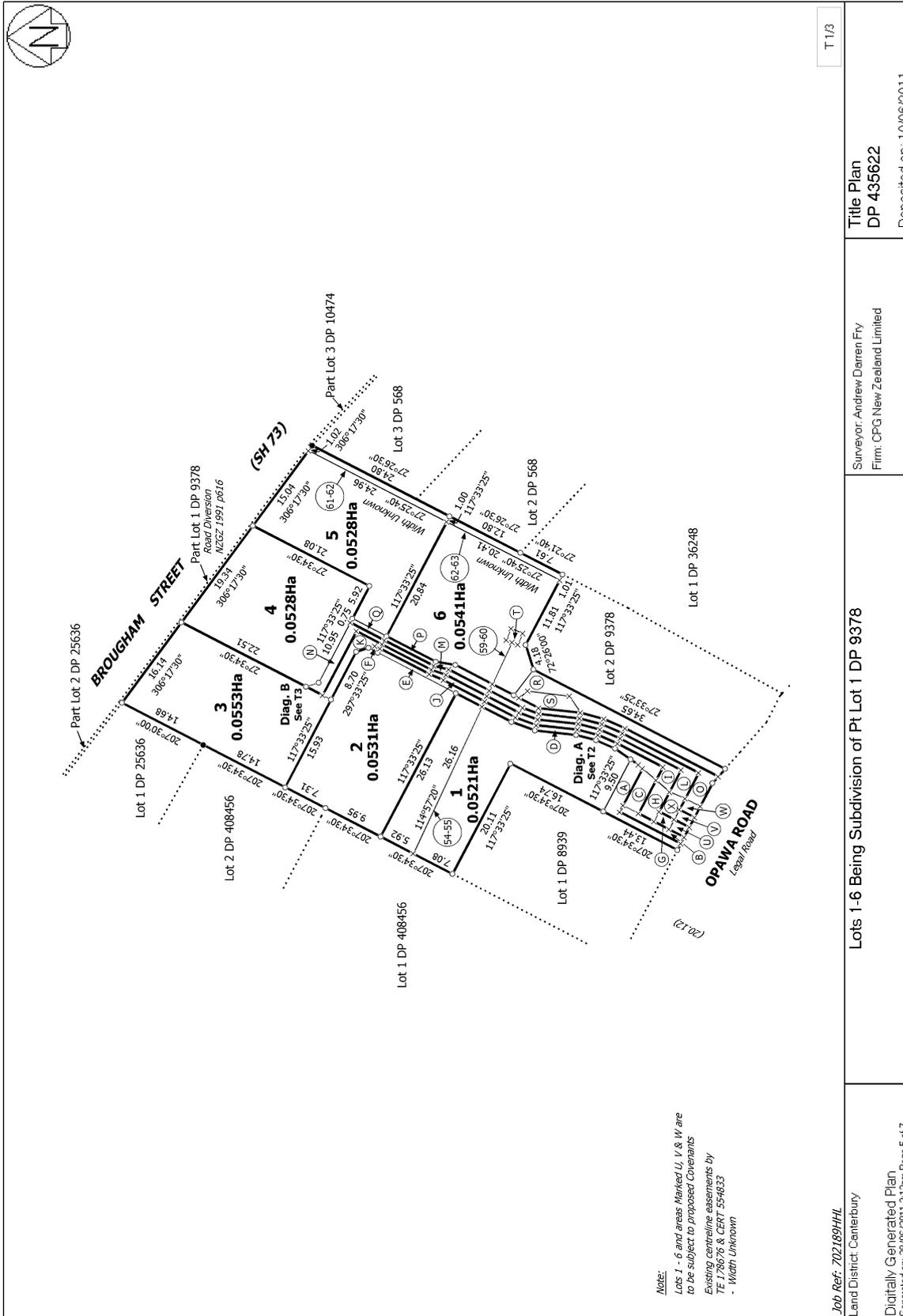
Identifier 533247
Land Registration District Canterbury
Date Issued 10 June 2011

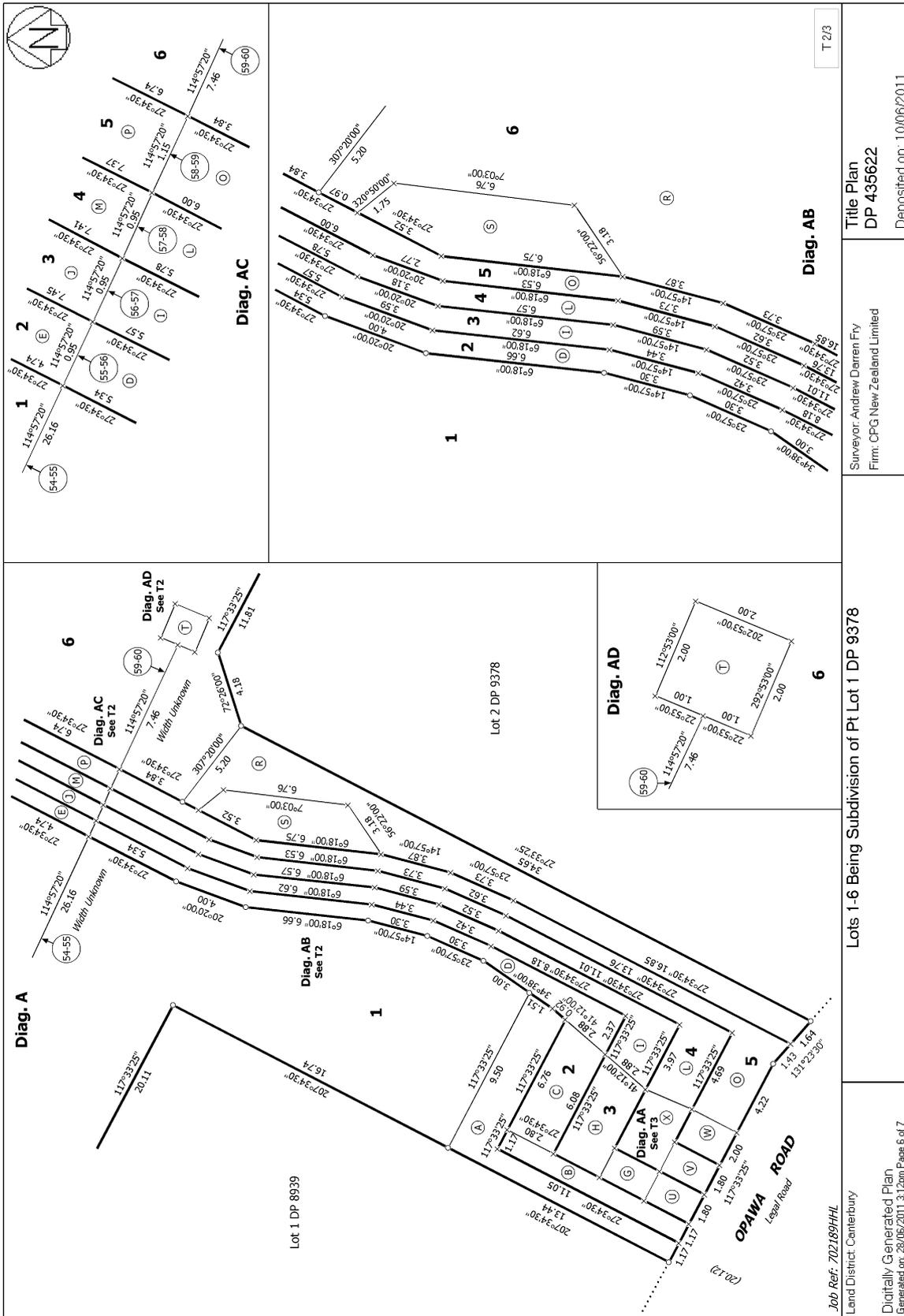
Prior References
CB24F/393

Estate Fee Simple
Area 531 square metres more or less
Legal Description Lot 2 Deposited Plan 435622
Registered Owners
Craig Wattam, Karen Jennifer Wattam and CKW Trustee Limited

Interests

Subject to a water easement over part marked 55-56 on DP 435622 created by Transfer 178676 - 5.8.1927 at 12:50 pm
Subject to a right of way over part marked B, D, E, F, right to park over part marked C and a right to drain sewage and water, right to convey water, electricity, telecommunications and computer media over parts marked B, D, E, F & C all on DP 435622 created by Easement Instrument 8787675.2 - 10.6.2011 at 11:15 am
Appurtenant hereto is right of way, right to park, right to drain sewage and water, right to convey water, electricity, telecommunications and computer media created by Easement Instrument 8787675.2 - 10.6.2011 at 11:15 am
The easements created by Easement Instrument 8787675.2 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right (in gross) to convey telecommunications and computer media over parts marked D, E & F on DP 435622 in favour of Telecom New Zealand Limited created by Easement Instrument 8787675.3 - 10.6.2011 at 11:15 am
The easements created by Easement Instrument 8787675.3 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Easement Instrument 8787675.4 - 10.6.2011 at 11:15 am
Fencing Covenant in Transfer 8805027.2 - 11.7.2011 at 12:07 pm





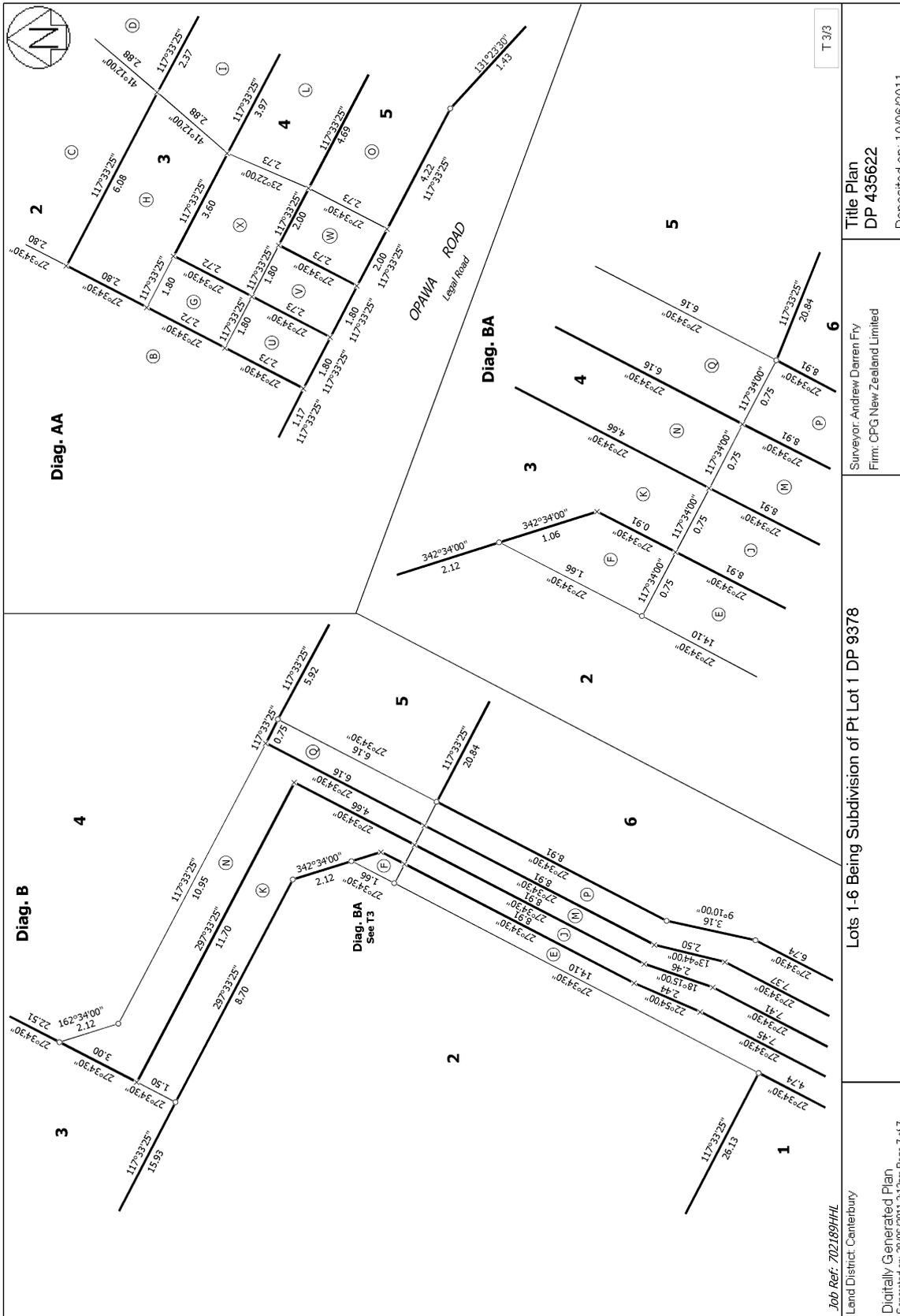
Job Ref: 702189/HHL
 Land District: Canterbury
 Digitally Generated Plan
 Generated on: 28/06/2011 3:12pm Page 6 of 7

Lots 1-6 Being Subdivision of Pt Lot 1 DP 9378

Surveyor: Andrew Darren Fry
 Firm: CPG New Zealand Limited

Title Plan
 DP 435622

Deposited on: 10/06/2011



178676 TE

No. 151.]

[New Zealand.

Memorandum of Transfer.

Affects 318/300
Appurtenant to 318/233,299

25.10/8/27

WHEREAS GORDON TATE LUCAS of the City of Christchurch Architect and CLARENCE HOWARD HOLMES of the same place Solicitor (hereinafter called "the Grantors.") are

registered as the proprietors of an estate in fee simple

subject, however, to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon, in all that piece of land situated in the City of Christchurch

containing One acre three roods thirty eight and seven tenths perch — 12 perches

be the same a little more or less being part of Lot 14 Deposit Plan 16 and being the ~~whole~~ of the land in Certificate of Title Volume 318 folio 300 SUBJECT to Memorandum of Mortgage Number 119290

AND WHEREAS the said Clarence Howard Holmes is the registered proprietor of ALL THAT piece of land situated as aforesaid containing ONE ROOD TWELVE DECIMAL FIVE PERCHES being Lot 1 Deposit Plan 5185 and being the whole of the land in Certificate of Title Volume 318 folio 299 SUBJECT to Memorandum of Mortgage Number 132502.

AND WHEREAS the said Gordon Tate Lucas is the registered proprietor of ALL THAT piece of land situated as aforesaid containing ONE ROOD THIRTEEN AND FOUR TENTHS PERCHES being Lot 2 Deposit Plan 5185 and being the whole of the land in Certificate of Title Volume 318 folio 233 SUBJECT to Memorandum of Mortgage Number 114005.

AND WHEREAS CHRISTOPHER LUCAS late of the City of Christchurch Warehouseman during his lifetime was the registered proprietor of the land .. firstly described

AND WHEREAS the said Christopher Lucas in his lifetime granted to the said Clarence Howard Holmes and Gordon Tate Lucas as owner of Lots 1 and 2 respectively the right for each of them their and each of their executors administrators and assigns, the owner and owners for the time being of the said Lots respectively to draw water from the Deep Well and Tank marked B on the plan endorsed herein by means of the pipes now laid along the line marked Red on the said Plan which crosses the respective boundaries of the said Lots as shown in the said Plan and runs between the points marked B.C thereon but no easement in respect of the rights so granted has been executed

AND WHEREAS the said Christopher Lucas duly made his last Will and Testament dated the First day of April 1927 and thereby appointed the Grantors the Trustees thereof

AND WHEREAS the said Christopher Lucas died on the Sixteenth day of April 1927 without having revoked or altered his said Will Probate whereof was granted to the Grantors on the Twenty eighth day of April 1927 out of the Supreme Court of New Zealand Canterbury District.

NOW THESE PRESENTS WITNESS that in consideration of the premises and for the purpose of perfecting the said rights so granted as aforesaid the Grantors DO and each of them DOH HEREBY TRANSFER AND GRANT to the said CLARENCE HOWARD HOLMES and GORDON TATE LUCAS as owners of the said Lots 1 and 2 respectively their and each of their respective executors administrators and assigns and the owner or owners for the time being of the said Lots full and free right liberty and authority for the said Clarence Howard Holmes and Gordon Tate Lucas respectively and their and each of their respective executors administrators and assigns and the owner or owners for the time being of the said Lots 1 and 2 to draw the receipt of which sum hereby acknowledge do hereby transfer to the said



6/10 TN 19430 2/8/27

2 - 11 70
13
3-38 70

all ---- estate and interest in the said piece -- of land together with the appurtenances

thereunto belonging-

through the pipes now laid from the Deep Well and Tank marked B and running along the line marked in red to the point C so much water as shall be required by the said Clarence Howard Holmes and Gordon Tate Lucas with liberty from time to time for the said Clarence Howard Holmes and Gordon Tate Lucas and the owner and owners for the time being of the said Lots to enter on the land firstly described and to open up the said pipes for the purpose of repairing the same as occasion may require doing no unnecessary damage to the said land and restoring the surface whenever opened up as soon as may be To the intent that the rights hereby created shall be for ever appurtenant to the said Lots 1 and 2 AND the said Grantors DO HEREBY for themselves and their assigns COVENANT with the said Clarence Howard Holmes and Gordon Tate Lucas that they or their assigns will at all times permit the free and uninterrupted flow of water from the said Well and Tank and will keep the said Well clear of all obstruction and will not do or suffer to be done any act or thing which shall render or prevent or contaminate the flow of water from the said Well PROVIDED that the cost of and incidental to the carrying out of any repairs to the Tank or Well shall so long as the said Clarence Howard Holmes and Gordon Tate Lucas and the owner or owners for the time being of the said Lots respectively are enjoying the benefit of the foregoing easement be borne by the Grantors and their assigns as registered proprietors of the land firstly described and by the said Clarence Howard Holmes and Gordon Tate Lucas and the owner or owners of the said Lots 1 and 2 respectively in equal shares.

In Witness whereof we have hereto signed our names this Twentieth day of June - - one thousand nine hundred and twenty seven.

Gordon Tate Lucas
Clarence Howard Holmes

Signed by the said

GORDON TATE LUCAS and
CLARENCE HOWARD HOLMES

in the presence of

Witness

Name *W. B. Bookert*

Occupation *Solicitor*

Address *Christ Church*

CONSENT OF MORTGAGE

Under Memorandum of Mortgage Number 119290.

THE STATE ADVANCES SUPERINTENDENT as Mortgagee under the above mentioned Memorandum of Mortgage BOTH HEREBY CONSENT to the foregoing Easement but without prejudice to his rights powers and remedies under the said Memorandum of Mortgage.

DATED the *fifteenth* day of *July* --- 1927.

THE STATE ADVANCES SUPERINTENDENT

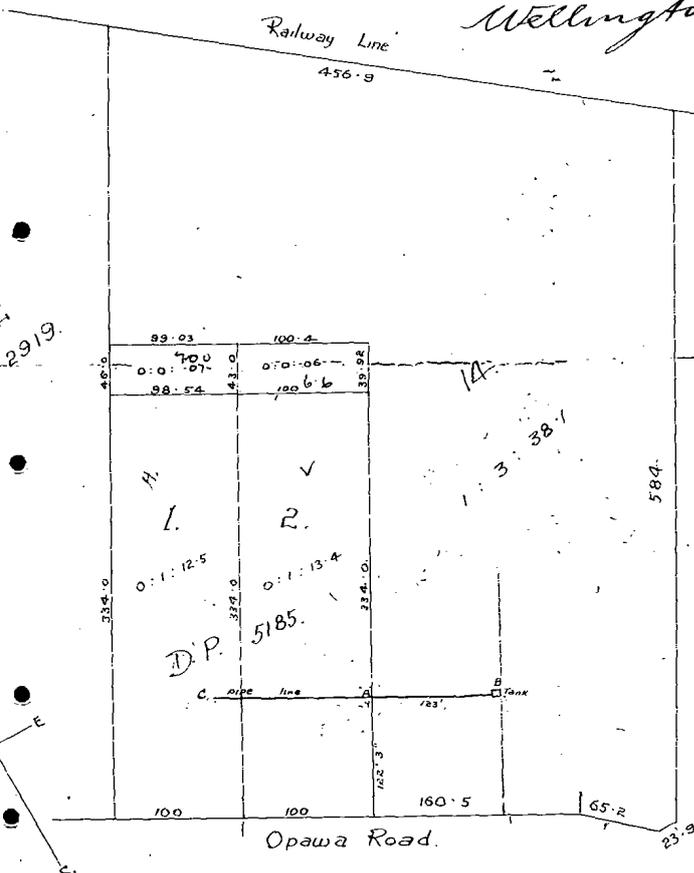
by his Deputy

W. J. Hayward
MORTGAGEE;

SIGNED by _____
the State Advances Superintendent
and sealed with the Seal of his
Office in the presence of:

JRC

J. B. Schwabe
Solicitor
Wellington



2
D.P. 2919.

Scale = *1 chain to an Inch.*

123' = 186.36

178676

No.

Correct for the purposes of the Land Transfer Act.

Transfer

53

of Easement

Situated in City of Christchurch

W. H. Baker

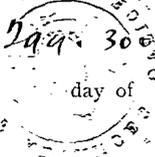
Solicitor.

GORDON TATE LUCAS and ANOTHER Vendors

GORDON TATE LUCAS and ANOTHER Purchaser.

Particulars entered in the Register-Book Vol. 318

Folios 233.



the 5 day of AUG 1927

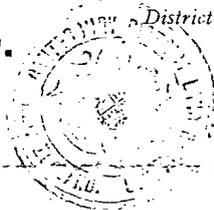
at 12:50 o'clock

W. H. Baker

District Land Registrar

Requisition.

157822



11-5-17 PM
W. H. Baker

Amended areas etc

12/1
12/1
12/1
12/1

MEARES, WILLIAMS, & HOLMES,
SOLICITORS,
CHRISTCHURCH.

51/12/27
12-50



View Instrument Details



Instrument No 8787675.2
Status Registered
Date & Time Lodged 10 June 2011 11:15
Lodged By Bell, Pamela Anne
Instrument Type Easement Instrument



Affected Computer Registers	Land District
533246	Canterbury
533247	Canterbury
533248	Canterbury
533249	Canterbury
533250	Canterbury
533251	Canterbury

Annexure Schedule: Contains 5 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 8528906.3 has consented to this transaction and I hold that consent

Signature

Signed by Lucy Jane Evelyn Richards as Grantor Representative on 10/06/2011 09:49 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 Lucy Jane Evelyn Richards as Grantee Representative on 10/06/2011 09:49 AM

*** End of Report ***

Form B
Easement instrument to grant easement or profit à prendre, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

HORNCastle HOMES LIMITED

Grantee

HORNCastle HOMES LIMITED

Grant of Easement or Profit à prendre or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
See attached annexure schedule	DP 435622	see attached annexure schedule	see attached annexure schedule

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 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~varied~~ ~~negative~~ **added to** or ~~substituted~~ by:

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

[the provisions set out in Annexure Schedule 2]

Covenant provisions

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

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

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

[Annexure Schedule 2] WY

Form L

Annexure Schedule

Page 2 of 3 pages

Insert instrument type

Easement Instrument

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

Purpose (nature and extent) of easement, <i>profit, or covenant</i>	Shown on DP 435622	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) <i>or</i> in gross
Right of way, right to drain sewage and water, right to convey water, electricity telecommunications and computer media	A	Lot 1 – CR 533246	Lots 2, 3, 4, 5 & 6 - CRs 533247, 533248, 533249, 533250 & 533251
	B, D & E	Lot 2 – CR 533247	Lots 1, 3, 4, 5 & 6 – CRs 533246, 533248, 533249, 533250 & 533251
	F	Lot 2 – CR 533247	Lots 3, 4 & 5 – CRs 533248, 533249 & 533250
	U, G, I & J	Lot 3 – CR 533248	Lots 1, 2, 4, 5 & 6 - CRs 533246, 533247, 533249, 533250 & 533251
	K	Lot 3 – CR 533248	Lots 4 & 5 – CRs 533249 & 533250
	V, X, L & M	Lot 4 – CR 533249	Lots 1, 2, 3, 5 & 6 CRs 533246 533247, 533248, 533250 & 533251
	N	Lot 4 – CR 533249	Lots 3 & 5 - CRs 533248 & 533250
	W, O & P	Lot 5 – CR 533250	Lots 1, 2, 3, 4, & 6 – CRs 533246, 533247, 533248, 533249 & 533251
	Q	Lot 5 – CR 533250	Lots 3 & 4 – CRs 533248 & 533249
	R	Lot 6 – CR 533251	Lots 1, 2, 3, 4 & 5 – CRs 533246, 533247, 533248, 533249 & 533250
Right to park, right to drain sewage and water, right to convey water, electricity, telecommunications and computer media	C	Lot 2 – CR 533247	Lots 1, 3, 4, 5 & 6 – CRs 533246, 533248, 533249, 533250 & 533251
	H	Lot 3 – CR 533248	Lots 1, 2, 4, 5 & 6 – CRs 533246, 533247, 533249, 533250 & 533251
	S	Lot 6 – CR 533251	Lots 1, 2, 3, 4 & 5 – CRs 533246, 533247, 533248, 533249 & 533250

Form L
Annexue Schedule

Page 3 of 3pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

"ANNEXURE SCHEDULE 2"

RIGHT TO PARK

- (a) Subject to subclause (b) the Right for the Grantee and his tenants, in common with the Grantor and his tenants, and (in both cases) all other persons lawfully entitled to do so from time to time and at all times to park motor vehicles and bicycles on that part of the land over which the easement is granted or created.
- (b) The costs of repairing, maintaining and replacing the areas which are subject to the car parking easement shall be met by each of Lots 1, 2, 3, 4, 5 and 6 on DP 435622 in equal shares.

Terms, conditions, covenants or restrictions in respect of any of the above easements

- 1. The cost of maintaining, repairing or replacing any easement facility or part thereof shall be borne by the registered proprietors for the time being of the lots affected in the same proportion to which they have the actual use and enjoyment thereof, but no registered proprietor shall be liable to contribute to the cost of any such maintenance or repair which is in respect of any part thereof which is not used by him/her/it or in respect of which use has not commenced.
- 2. No building or other improvements shall be erected or constructed and no trees or shrubs are to be planted in any position that is likely to interfere with the exercise of the rights and powers contained or implied in any easement created herein.
- 3. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and Schedule Five of the Property Law Act 2007, the provisions of Schedule Five shall prevail.

Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007 and the modifications in this Easement Instrument, the modifications shall prevail.

From:Lending Services

To: 1033666299
6444748362

10/12/2010 15:10

#632 P.004/005

Approved by Registrar-General of Land under No. 2003/6150
Annexure Schedule – Consent Form
Land Transfer Act 1952 section 238(2)

insert type of instrument
"Caveat", "Mortgage" etc

Plan 435622

Page 1 of 1 pages

Consentor
Surname must be underlined

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

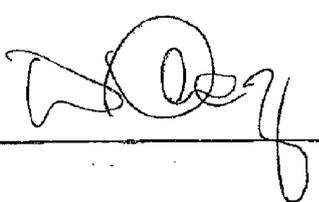
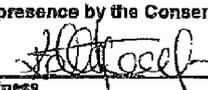
BANK OF NEW ZEALAND	Mortgagee under Mortgage 8528906.3
---------------------	------------------------------------

Consent
Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [] if inconsistent with the consent
State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]
[section _____ of the _____ Act _____].
[Without prejudice to the rights and powers existing under the interest of the Consentor]
The Consentor hereby consents to:
registration of all documents required to deposit plan 435622 and issue new titles for the lots shown on that plan, including, but not by way of limitation, creation of all easements shown on plan 435622, creation of Land Covenants and registration of any Council Consent Notices required.

Dated this 10th day of December 2010

Attestation

Signed for and on behalf of BANK OF NEW ZEALAND by its Attorney:  _____ Signature of Consentor	Signed in my presence by the Consentor  _____ Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
	KELLY RENEE THOMAS Bank Officer Bank of New Zealand Wellington

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

From:Lending Services

To: 1033666299
6444748362

10/12/2010 15:11

#632 P.005/005



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

- I, _____, Quality Assurance Officer of Wellington, New Zealand certify:
1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed me its attorney.
 2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
 3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this

10 DECEMBER 2010

[Full name]

A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be 'R. J. [unclear]'. The line is a dashed line.



View Instrument Details

Instrument No 8787675.3
Status Registered
Date & Time Lodged 10 June 2011 11:15
Lodged By Bell, Pamela Anne
Instrument Type Easement Instrument



Affected Computer Registers	Land District
533247	Canterbury
533248	Canterbury
533249	Canterbury
533250	Canterbury
533251	Canterbury

Annexure Schedule: Contains 4 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 8528906.3 has consented to this transaction and I hold that consent

Signature

Signed by Lucy Jane Evelyn Richards as Grantor Representative on 10/06/2011 09:52 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 Lucy Jane Evelyn Richards as Grantee Representative on 10/06/2011 09:52 AM

*** End of Report ***

Form B**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

HORNCastle HOMES LIMITED

Grantee

TELECOM NEW ZEALAND LIMITED

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

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

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to convey Telecommunications and Computer Media	D, E & F on DP 435622 I, J & K on DP 435622 L, M & N on DP 435622 O, P & Q on DP 435622 R & S on DP 435622	Lot 2 - CR 533247 Lot 3 - CR 533248 Lot 4 - CR 533249 Lot 5 - CR 533250 Lot 6 - CR 533251	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 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~varied~~ ~~negated~~ **added to** or ~~substituted~~ by:

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

[the provisions set out in Annexure Schedule 2]

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

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

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

[Annexure Schedule 2]

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule 2

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated 6th December 2010 Page 2 of 2 pages

(Continue in additional Annexure Schedule, if required.)

1. The easement facility includes any "Lines", "Works", "existing Lines" and "existing Works" as defined in the Telecommunications Act 2001, owned by the Grantee.
2. This grant of 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 servient tenement.
3. The Grantor has paid to the Grantee the sum of \$153.33 (including GST) (the receipt of which is hereby acknowledged) for administrative costs associated with the grant of this easement.

Continuation of "Attestation"

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We: **Lucy Margaret Mary Riddiford**
Acting Head of Property and Network Assets Chorus

and

Jane Holloway-Jones
Property Acquisition Manager
Chorus

hereby severally certify:

1. That by a Power of Attorney dated 2 July 2001 ("the Power of Attorney") we were, by virtue of being Authorised Signing Officers, appointed jointly as attorneys of Telecom New Zealand Limited ("Telecom") on the terms and subject to the conditions set out in the Power of Attorney.
2. That copies of the Power of Attorney are deposited in the Land Titles Offices at:

Auckland	as No D.627839.1	Gisborne	as No 234465.1	New Plymouth	as No 481759.1
Christchurch	as No 5074754.1	Hamilton	as No B.674932.1	Wellington	as No 5074486.1
Dunedin	as No 5074473.1	Napier	as No 719487.1		
3. That we executed the instrument(s) to which this certificate relates under the powers conferred by the Power of Attorney.
4. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of Telecom or otherwise.

SIGNED at Wellington
this 6 day of Dec 2010

SIGNED at Wellington
this 6 day of December

L. Riddiford

J. Holloway-Jones

From:Lending Services

Tn:1033666299
6444748362

10/12/2010 15:10

#632 P.004/005

Approved by Registrar-General of Land under No. 2033/0160
Annexure Schedule – Consent Form
Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc

Plan 435622

Page 1 of 1 pages

Consentor
Sumama must be underlined

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

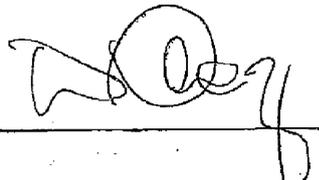
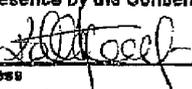
BANK OF NEW ZEALAND	Mortgagee under Mortgage 8528906.3
---------------------	------------------------------------

Consent
Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [] if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]
[section _____ of the _____ Act _____].
[Without prejudice to the rights and powers existing under the interest of the Consentor]
The Consentor hereby consents to:
registration of all documents required to deposit plan 435622 and issue new titles for the lots shown on that plan, including, but not by way of limitation, creation of all easements shown on plan 435622, creation of Land Covenants and registration of any Council Consent Notices required.

Dated this 10th day of December 2010

Attestation

Signed for and on behalf of BANK OF NEW ZEALAND by its Attorney:  <hr/> Signature of Consentor	Signed in my presence by the Consentor  <hr/> Signature of Witness Witness (to complete in BLOCK letters (unless legibly printed)) Witness name Occupation Address KELLY RENEE THOMAS Bank Officer Bank of New Zealand Wellington
--	---

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

From: Lending Services

To: 1033666299
6444748362

10/12/2010 15:11

#632 P.005/005



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, _____, Quality Assurance Officer of Wellington, New Zealand certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this

10 DECEMBER 2010

[Full name]

A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be 'R. J. [unclear]'. The line is a dashed line.

View Instrument Details



Instrument No 8787675.4
Status Registered
Date & Time Lodged 10 June 2011 11:15
Lodged By Bell, Pamela Anne
Instrument Type Easement Instrument



Affected Computer Registers	Land District
533246	Canterbury
533247	Canterbury
533248	Canterbury
533249	Canterbury
533250	Canterbury
533251	Canterbury

Annexure Schedule: Contains 7 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 8528906.3 has consented to this transaction and I hold that consent

Signature

Signed by Lucy Jane Evelyn Richards as Grantor Representative on 10/06/2011 10:17 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 Lucy Jane Evelyn Richards as Grantee Representative on 10/06/2011 10:18 AM

*** End of Report ***

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

HORNCastle HOMES LIMITED

Grantee

HORNCastle HOMES LIMITED

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants as set out in attached annexure schedule	DP 435622	Lots 1, 2, 3, 4, 5 & 6 CRs 533246, 533247, 533248, 533249, 533250 & 533251	Lots 1, 2, 3, 4, 5 & 6 CRs 533246, 533247, 533248, 533249, 533250 & 533251

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 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~varied~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by 

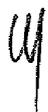
~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule 2]~~

Covenant provisions

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

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

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

~~[Annexure Schedule 2]~~

Form L
Annexure Schedule

Page 2 of 5 Pages

Insert instrument type

Easement Instrument (Land Covenants)

Continue in additional Annexure Schedule, if required

ANNEXURE SCHEDULE 2

Covenant Provisions

The registered proprietors and their successors in title SHALL NOT:

1. Use or permit or suffer to be used in any residential building or garage on the Property, second-hand materials (other than second-hand bricks) or fibrelite for outer wall facings for any building on the Property, nor use or suffer or permit to be used any building material, other than brick, stone, concrete block, stucco, cement or plaster finish or similar type of finish, plastered textured finish, timber weatherboards or linearboards which have the appearance of timber weatherboards or zincalume, or glazing or a combination of these materials, for any outer wall facings, without first obtaining the written consent of Horncastle Homes Limited or its Nominee.
2. Erect, place or cause to be erected or placed on the Property -
 - (a) Any caravan, hut, garage or shed for any kind of permanent or temporary residential use provided that this clause shall not affect the right of the registered proprietor to have and keep a caravan on the Property; or
 - (b) Any dwellinghouse or unit or garage other than a new dwelling-house, unit or garage.
3. Use or permit or suffer to be used any roofing materials other than roofing materials that have a tile profile (clay, ceramic, concrete, decramastic, pre-coated pressed steel), shingles (cedar, slate or bitumen) or painted long-run pressed steel, without first obtaining the written consent of Horncastle Homes Limited or its Nominee.
4. Erect or permit to be erected on the Property (including any changes or additions to any fence or wall) any fence or boundary wall material containing cement board sheets or panels, corrugated iron, metal sheeting, wire mesh and wire, without first obtaining the written consent of Horncastle Homes Limited or its Nominee.
5. Erect on the Property any dwellinghouse or other building or undertake any alterations or additions to any dwelling house or other building unless:
 - (a) the plans for the same (including site plans) and specifications for the same have first been submitted to and have been approved in writing by Horncastle Homes Limited or its Nominee, to ensure that aesthetic standards are maintained; and
 - (b) the builder of the first dwelling on the Lot (in terms of Clause 13) is Horncastle Homes Limited or a builder approved by Horncastle Homes Limited.

In considering such approval, Horncastle Homes Limited or its Nominee may, if it so elects, take into account such of the following matters relating to the dwellinghouse and accessory buildings and other buildings as it, in its sole discretion, considers appropriate:

- (i) Height
- (ii) Siting on the Property
- (iii) External design (including roofs, fences and screens)
- (iv) The relevance of the aforementioned height, siting and external design to the natural light, view and privacy for adjacent properties.
- (v) Architectural design
- (vi) External cladding and materials
- (vii) Colours and colour scheme

Any decision on whether or not to approve any terms and specifications shall be made in the sole and absolute discretion of Horncastle Homes Limited or its Nominee. Horncastle Homes Limited or its Nominee shall not approve any plans and specifications unless it is satisfied that the provisions of Clause 13 (which require the first dwelling on the Lot to be erected by Horncastle Homes Limited or its Nominee) will be complied with.

 (cont.)

Form L
Annexure Schedule

Page 3 of 5 Pages

Insert instrument type

Easement Instrument (Land Covenants)

Continue in additional Annexure Schedule, if required

ANNEXURE SCHEDULE 2 Cont.

If there is any difference or dispute as to the matters to be taken into account in approving the plans (including the site plan) and the specifications or as to any decision, then this shall be referred to the arbitration of the President of the New Zealand Institute of Architects or his nominee in accordance with the Arbitration Act 1996, and all costs in respect of such arbitration (including all the costs of Horncastle Homes Limited or its Nominee) shall be payable by the registered proprietor of the Property.

6. Permit or suffer any rubbish, noxious substances, noxious livestock and/or birds or animals likely to cause nuisance or annoyance to the neighbouring occupiers, to accumulate and/or be placed upon and/or to be on the land or permit grass and/or weeds to grow to such height so as to become unsightly.
7. Suffer any dog or other pet to be kept in or about the Property which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers, or detract from the subdivision and in particular, without otherwise limiting this restriction, not to keep on or about the Property any dog which in whole or in part appears to be a Pit-bull Terrier, Rottweiler or Doberman Pinscher. The keeping of pigeons is also expressly prohibited.
8. Permit or suffer any advertisement, sign or hording of a commercial nature (including any real estate agency or sale signs) to be erected on any part of the Property or building without the prior consent in writing of Horncastle Homes Limited or its Nominee.
9. Place or allow to be placed on the Property or buildings any satellite dish or aerials which are visible from any part of any public road or street in the subdivision or any right of way unless the prior written consent of Horncastle Homes Limited or its Nominee has been obtained.
10. Erect or permit to be erected any letterbox unless the design, colour and cladding should be approved by Horncastle Homes Limited or its Nominee.
11. Plant or permit to grow any of the following trees:
 - (a) The following species of Pinus: Radiata (Insignis), Muricata, Ponderosa Contorta and Cedus Macrocarpa.
 - (b) Douglas Fir (Oregon Pine).
12. Occupy or permit any dwelling on the Property to be occupied until after all landscaping in the area between any public street or road which adjoins the Property and the new dwelling on the Property has been completed in accordance with a landscape plan which has been approved by Horncastle Homes Limited or its Nominee, and the driveway and the entry path(s) (if any) have been formed and completed in accordance with plans which have been approved by Horncastle Homes Limited or its Nominee PROVIDED THAT Horncastle Homes Limited may grant exemptions from these restrictions in relation to a particular Lot(s) and on such conditions as it considers appropriate.
13. Erect or permit to be erected the first dwelling on the Lot unless that dwelling is constructed and erected by Horncastle Homes Limited or a builder approved by Horncastle Homes Limited.
14. Permit or allow any vehicle, boat, caravan or other item to be parked or left on any right of way or common accessway. If any vehicle, boat, caravan or other item is parked or left on any part of a right of way or a common accessway, it may be towed away, clamped or otherwise removed by any person who has the benefit of these land covenants, or by the contractor(s) or agents of that person, with all costs and expenses to be met by the owner or person using the vehicle, boat, caravan or other item.


(cont.)

Form L
Annexure Schedule

Page 4 of 5 Pages

Insert instrument type

Easement Instrument (Land Covenants)

Continue in additional Annexure Schedule, if required

ANNEXURE SCHEDULE 2 cont.

15 Interpretation

15.1 In these covenants, the terms "Property" and "Lot" include each of the original residential Lots shown on Deposited Plan 435622 (which are described as one of the dominant tenements or the servient tenements) and any Lot or Lots created at any subsequent time by any later subdivision or further subdivision of any lot, including any subdivision of a Lot to create unit titles.

15.2 For the avoidance of doubt, the owners of any Property or Lot, including any Lot which has been created as a result of any later subdivision, shall, subject to complying with these land covenants, be entitled to erect a dwelling and other improvements on each such new Lot.

If there should be any breach of non-observance of any of the foregoing covenants and without prejudice to any other liability which the owner of a Lot may have to any person having the benefit of these covenants, the owner of that Lot will upon demand being made by Horncastle Homes Limited or any of the registered proprietors of any of the Lots:

- (a) Remove or cause to be removed from the Property any dwellinghouse, garage, building, fence or other structure erected or placed on the Property in breach or non-observance of the foregoing covenants; or
- (b) Replace any building materials used in breach or non-observance of the foregoing covenants.
- (c) Strictly comply with all the requirements of these covenants.

In any such case, the owner of the Lot who is in breach of these covenants shall pay all legal costs (on a solicitor and client basis) of the other parties and all other costs and expenses of those parties in relation to any enforcement or attempted enforcement of any of these covenants.

These restrictions (other than those in clause 14) shall all apply for a period of ten (10) years from the date of deposit of Plan 435622. The restrictions in clause 14 shall apply in perpetuity.

The restrictions shall be for the benefit of the residential Lots shown on Deposited Plan 435622 (Canterbury Land Registration District). The residential Lots shall not include any roads, reserves or utility Lots.

Form L
Annexure Schedule

Page 5 of 5 Pages

Insert instrument type

Easement Instrument (Land Covenants)

Continue in additional Annexure Schedule, if required

ANNEXURE SCHEDULE 2 cont.	FURTHER COVENANT PROVISIONS
1.	These covenants shall:
	(a) run with Lots 3, 4 and 5 on Deposited Plan 435622 ("Servient Tenement"); and
	(b) be for the benefit of and appurtenant to each of the Certificates of Title for Lots 1, 2, 3, 4, 5 and 6 on Deposited Plan 435622 ("Dominant Tenement"); and
	(c) all expire on 1 st January 2020 and be void for all purposes including prior breach.
2.	Interpretation:
2.1	For the purposes of these covenants:
	(a) "Entrance Feature" means the entrance feature constructed by Horncastle Homes Limited on the Entrance Strip.
	(b) "Entrance Strip" means the strips of land shown as "U" on Lot 3 Deposited Plan 435622, "V" on Lot 4 Deposited Plan 435622 and "W" on Lot 5 Deposited Plan 435622.
	(c) "land" means any lot having the burden and/or the benefit of these land covenants as described in clause 1 above.
	(d) "Horncastle Homes" means Horncastle Homes Limited.
	(e) "subdivision" means all of the lots on Deposited Plan 435622.
3.	Entrance Feature:
3.1	Without receiving the prior written approval of the Grantee, the Grantor shall not alter the design, exterior coating/finish, colour or structure of the Entrance Feature as constructed on the Entrance Strip.
3.2	The Grantor shall also be responsible for the cleaning and maintenance of the particular Entrance Feature situated on the Grantor's land. The maintenance required shall be to a reasonable standard taking into account:
	(a) "fair wear and tear".
	(b) the original condition at either the time the title for the land issued or the date on which the code compliance certificate for the first dwelling erected on that property was issued by the local authority; WHICHEVER IS THE LATER; and
	(c) the standard of buildings and structures within the subdivision.
3.3	Any dispute as to whether a Grantor has complied with the requirements of clauses 3.1 and 3.2 shall be determined by Horncastle Homes or an architect nominated by Horncastle Homes.
4.	Enforcement:
4.1	If there is any breach or non observance of the foregoing covenants (and without prejudice to any other liability which the Grantor may have to any other person having the benefit of these covenants) the Grantor in breach agrees to and shall, at their cost:-
	(a) forthwith upon receipt of a written notice being given by any Grantee (or its agent or any other party having the benefit of these covenants) to the party in breach, carry out such remedial work specified in the notice and any other work so as to remedy such breach or non performance of these covenants; and
	(b) pay the reasonable legal costs (calculated on a solicitor and own client basis) of the Grantee in taking steps to enforce these covenants if the Grantee establishes that a breach of the covenants has occurred.

From:Lending Services

Tel: 1033666299
6444748362

10/12/2010 15:10

#632 P.004/005

Approved by Registrar-General of Land under No. 2003/8150
Annexure Schedule – Consent Form
Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc

Plan 435622

Page 1 of 1 pages

Consentor
Surname must be underlined

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

BANK OF NEW ZEALAND

Mortgagee under Mortgage 8528906.3

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [] if inconsistent with the consent
State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section _____ of the _____ Act _____]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

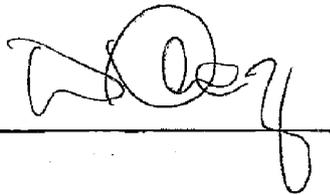
the Consentor hereby consents to:

registration of all documents required to deposit plan 435622 and issue new titles for the lots shown on that plan, including, but not by way of limitation, creation of all easements shown on plan 436622, creation of Land Covenants and registration of any Council Consent Notices required.

Dated this 10th day of December 2010

Attestation

Signed for and on behalf of
BANK OF NEW ZEALAND by its Attorney:



Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness (to complete in BLOCK letters (unless legibly printed))

Witness name

Occupation

Address

KELLY RENEE THOMAS
Bank Officer
Bank of New Zealand
Wellington

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

From:Lending Services

To:1033666299
6444748362

10/12/2010 15:11

#632 P.005/005



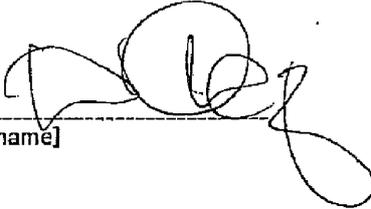
**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, _____, Quality Assurance Officer of Wellington, New Zealand certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this

10 DECEMBER 2010



[Full name]



View Instrument Details

Instrument Type	Transfer
Instrument No	8805027.2
Status	Registered
Date & Time Lodged	11 July 2011 12:07
Lodged By	Leonard, Gail Maree

Affected Computer Registers	Land District
533247	Canterbury

Transferors

Horncastle Homes Limited

Transferees

Michael Alan James and Janet Lesley James

Clauses, Conditions or Intent

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

Transferor Certifications

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

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

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

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

Signature

Signed by Mary Elizabeth Johnston as Transferor Representative on 06/07/2011 03:40 PM

Transferee Certifications

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

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

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

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

Signature

Signed by Peter Brendon Wyllie as Transferee Representative on 11/07/2011 11:22 AM

*** End of Report ***