

GRIFFIOEN.

RECORD OF TITLE

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

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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 **879006**
Land Registration District **Canterbury**
Date Issued 13 May 2019

Prior References
874942

Estate Fee Simple
Area 493 square metres more or less
Legal Description Lot 230 Deposited Plan 531672

Registered Owners
Simon Andrew McSherry and Abbey Karlene Driver

Interests

Appurtenant hereto are drainage rights created by Deed of Conveyance 84390 (133/409) - 2.4.1892 at 11.00 am
9848838.1 Surrender of the subject drainage rights over Lot 2 DP 42373 appurtenant hereto created by Deed of Conveyance 84390 (133/409) - 23.9.2014 at 3:35 pm
Land Covenant in Easement Instrument 10369087.2 - 31.3.2016 at 5:18 pm
11371543.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.5.2019 at 8:45 am
Land Covenant in Covenant Instrument 11371543.3 - 13.5.2019 at 8:45 am
Land Covenant (in gross) in favour of CDL Land New Zealand Limited created by Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017 11371543.3 - 13.5.2019 at 8:45 am
11625324.2 Mortgage to Westpac New Zealand Limited - 6.12.2019 at 1:20 pm

84390 Yec
(133/409)

N. 84390
Reg. at N. O. M. 2nd April 1892
E. Dehmann. Registrar
Dated 22nd March 1892
D. Frankish Esq 4 or 10 part
J. W. John Esq 2 or 1 part

Eight
Pounds
Six
Shillings
Six
Pence
Stamp
Office
APR 1
1892
Prothonotary
of
the
County
of
Middlesex

Image Quality due
to Condition
of Original

This Deed made the
Twenty second day of March
one thousand eight hundred
and ninety two between
John David Frankish of the
City of Westminster in the
County of Middlesex Esq of
the one part and

135. sic

To
 Mr. Sarah Bassett 3rd part
 Conwayance of part of Lot
 17 D.P. 2953 part P.S. 1748
 Christchurch District
 Cont. reg. N. 73592

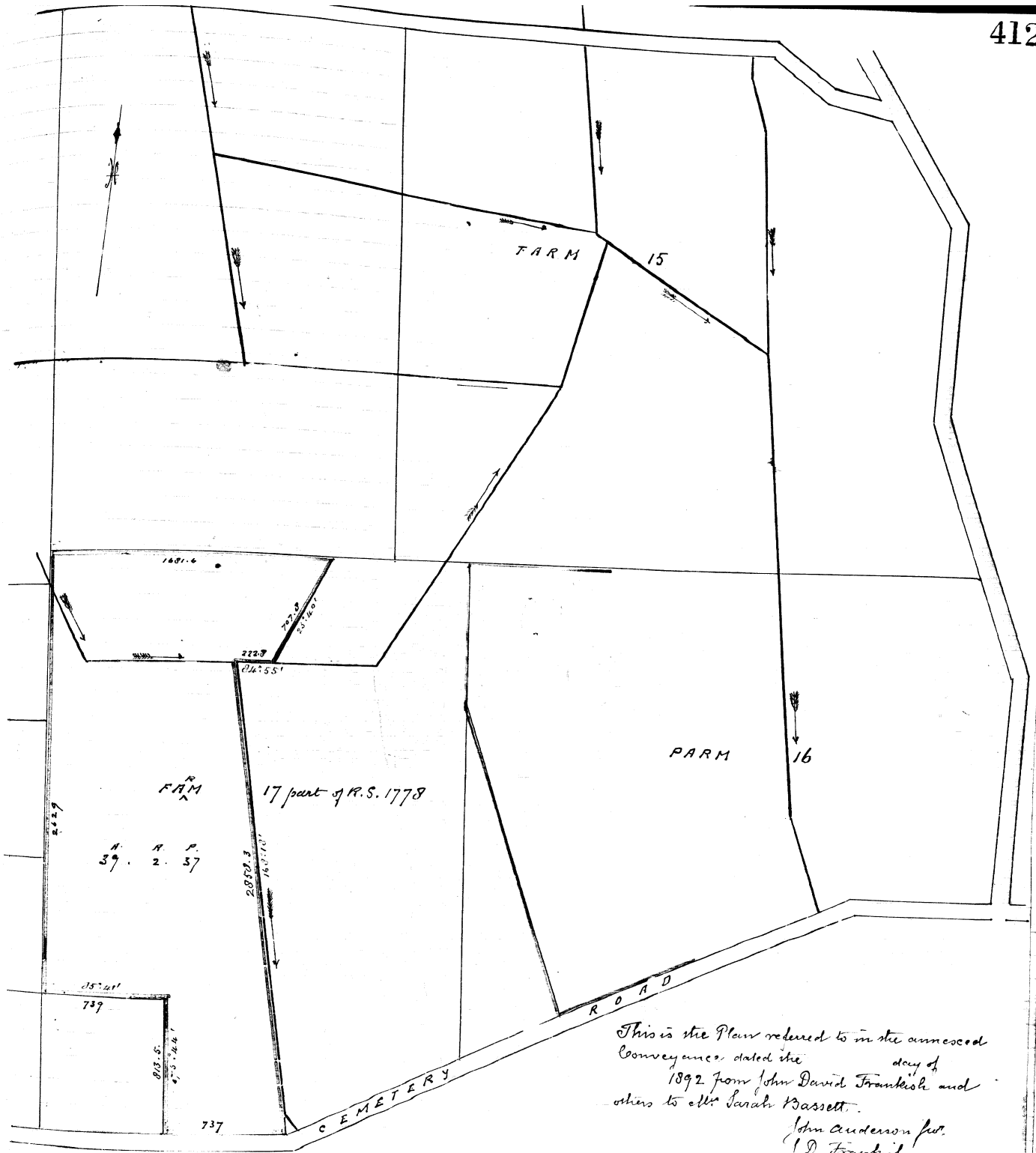
R. D. Thomas, Solicitor Christchurch

Medicine William Reece of the same place
 Hardware Merchant and John Anderson the
 Younger of the same place Engineer (herein
 after called "the Vendors" of the first part
 John Hodges of Marshlands near Christchurch
 aforesaid, Farmer of the second part and
 Sarah Bassett of the City of Christchurch
 aforesaid Widow (hereinafter called the Pur-
 chaser) of the 3rd part Whereas Edward
 Reece late of Christchurch aforesaid Iron-

monger deceased duly made and executed his last Will and Testament in
 Writing bearing date the Sixth day of November one thousand eight hundred
 and eighty four and thereby gave and devised unto the Vendors their heirs and
 assigns all the real estate to which he should be beneficially entitled at the time
 of his death Upon trust to sell and convert the same into money upon such
 terms and conditions as they should think most advantageous and ap-
 pointed the Vendors Trustees and Executors of his said Will And Whereas the
 said Testator being then seized (inter alia) of the lands and hereditaments
 comprising certain farms shown on the Plans deposited in the Deeds Registry
 office at Christchurch as N. 2953 for an estate of inheritance in fee simple
 deed on the Twelfth day of September 1885 without having revoked or altered
 his said Will and the same was duly proved by the said Vendors in the Supreme
 Court of New Zealand for the Canterbury District at Christchurch aforesaid
 on the Twenty ninth day of September one thousand eight hundred and eighty five
 And Whereas the Vendors as such Trustees as aforesaid have sold the parcel
 of land and hereditaments mentioned and described in the Schedule hereto
 being part of the Farm N. 17 on the said Deposit Plan to the said John
 Hodges for the sum of Nine hundred and ninety three pounds five shillings
 and eight pence but no conveyance thereof has yet been executed And
 Whereas the said John Hodges has since resold the said land and here-
 ditaments to the Purchaser for the sum of one thousand one hundred and
 fifty pounds and has requested the Vendors to convey and assure the said
 land and hereditaments unto the Purchaser which they have agreed to do
 And Whereas certain Drains have been laid out and made through
 the said Farms as shown on the said Deposit Plan by lines of Blue color
 And Whereas it has been agreed between all the parties hereto that the
 right of draining water along the drains through the farms N. 15, 16 and
 17 on the said Deposit Plan shall be granted to the Purchaser and that the
 right of draining water through the lands intended to be hereby conveyed as
 shown on the said Deposit Plan shall be reserved unto the Vendors and
 the senior and senior of them their and his assigns And that the
 Vendors and the Purchaser shall enter into mutual covenants for the
 maintenance of the said drains as herein after mentioned Now this Deed
 Witnesseth that in pursuance of the said agreement and in consideration
 of the sum of Nine hundred and ninety three pounds five shillings and
 eight pence paid by the said John Hodges to the said Vendors (the receipt
 whereof they do and each of them doth hereby acknowledge) And also in
 consideration of the sum of one thousand one hundred and fifty pounds
 paid by the Purchaser to the said John Hodges (the receipt whereof the said
 John Hodges doth hereby acknowledge) They the said Vendors in exercise
 of the power hereto before given to them by the said hereinbefore in part
 recited Will of the said Edward Reece deceased and of all other persons (if
 any) their heirs and assigns and at the request and by the direction of the said
 John Hodges (testified by his being a party to and executing these presents)
 Do and each of them Doth hereby convey and assure and he the said John
 Hodges doth hereby convey assure and confirm unto the Purchaser and her
 heirs All that the parcel of land and hereditaments mentioned and described
 in the Schedule hereto Together with all the rights easements members and
 appurtenances to the said parcel of land and hereditaments belonging or apper-
 taining And all the estate and interest of the said Vendors and the said John

Hodges and each of them therein and thereto Together also with a full free and uninterrupted right of user for the passage flow and carrying off of water from the said lands hereby conveyed through and along the drains or watercourses herebefore constructed and now running through the said Farms Nos. respectively 15. 16 and 17 to the width of four feet which said Drains or Watercourses are indicated on the said Deposit Plan and in the Plan annexed hereto by lines of Blue color And with full free and uninterrupted liberty for the Purchaser her heirs executors administrators and assigns Agents Surveyors workmen and servants with and without horses carts Waggons instruments and things at all reasonable times and after twenty four hours notice to the Vendors their heirs or assigns or other the person or persons respectively from time to time entitled to or interested in the said Farms Nos. 15. 16 and 17 respectively to enter into and upon and go and return from such Farms doing as little damage as possible in order to inspect the condition of and amend repair reconstruct maintain cleanse and clear out the said drains or watercourses And also to deposit the soil and rubbish cleared or taken out of such drains and watercourses upon the said Farms within six feet from either side of such drains or watercourses And deliver rights of way and water easements and appurtenances to the said parcel of land hereby conveyed belonging and appertaining or therewith usually held and enjoyed Except and reserving unto the Vendors and the survivors and survivor of them their and his heirs and assigns and all others the owners and occupiers of the farms aforesaid upon the said Deposit Plan the full free and uninterrupted right of user for the passage flow and carrying off of water from all the farms as shown in the said Deposit Plan through and over the Drains or Watercourses herebefore constructed and now running through the land hereby conveyed or any portion thereof of a width of four feet which said drains and watercourses are delineated indicated on the said Deposit Plan and the Plan annexed hereto by a line of black blue color And also full free and uninterrupted liberty for the Vendors their heirs and assigns Agents Surveyors workmen and servants and the owners and occupiers of the said farms with or without horses carts Waggons instruments and things at all reasonable times and after Twentyfour hours notice to the purchaser her heirs executors administrators or assigns to enter into and upon and go and return from the said lands hereby conveyed doing as little damage as possible in order to inspect the condition of and amend and repair reconstruct maintain cleanse and clear out the said drains or watercourses And also to deposit the soil and rubbish cleared or taken out of such drains or watercourses upon the said lands hereby conveyed within six feet of either side of such drains and watercourses To hold the said parcel of land and premises unto the said Purchaser her heirs and assigns forever Subject to all water rights and rights of User through over and along ^{the said drains and watercourses shown by the said} the said ^{lands} hereby conveyed now enjoyed by the Vendors or heretofore granted by them to the owners or occupiers of the farms aforesaid upon the said Deposit Plan and to the full free and uninterrupted flow and passage at all times hereafter of the water from the drains as shown on the said Deposit Plan and therein colored Blue And the Purchaser doth hereby for herself her executors administrators and assigns (and so as to bind the parcel of land hereby conveyed and the persons or person from time to time entitled to or interested in the same but so as not to incur any personal liability except for her own acts and defaults) covenant with the Vendors and the survivors and survivor of them their and his assigns that they the said Vendors and the survivors and survivor of them and their assigns and all persons entitled thereto shall leave and quietly enjoy the full force and uninterrupted passage and flow of water from the farms aforesaid on the said Deposit Plan along the said Drains or Watercourses through the said lands hereby conveyed as shown in the said Deposit Plan And that she the said Purchaser her executors administrators or assigns will not wilfully do or knowingly suffer anything which may in any way injure or damage the said drains or watercourses through the said lands hereby conveyed or interfere with the free flow and passage of water through the same And that if she the said ^{her assigns administrators or assigns and her assigns} purchaser do or knowingly suffer

see
f. 55. Sic



This is the Plan referred to in the annexed
 Conveyance dated the _____ day of
 1892 from John David Frankish and
 others to Mrs Sarah Bassett.

John Anderson for
 J. D. Frankish
 Sarah Bassett.

suffer any thing which shall injure or damage the said drains or water courses or any
 part or parts thereof or shall interfere with the free flow and passage of water through
 the same she the said purchaser her executors administrators or assigns shall well
 forthwith at her and their own expense promptly and substantially repair and make
 good as such injury or damage and restore the free flow or passage of water
 through the said drains or water courses and do all things necessary or conse-
 dient for the purposes aforesaid or any of them And the said vendors do hereby for
 themselves their heirs and assigns (and so only as to bind the portion of Farms
 Nos. 15 and 16 on the said Deposit Plan now held by them and the respective
 persons from time to time entitled to or interested in the same or any part or
 parts thereof respectively but so as not to incur any personal liability except for
 their own acts and defaults) even and with the purchaser her executors

administrators and assigns that she the said Purchaser her heirs and assigns shall have and quietly enjoy the full free and uninterrupted passage and flow of water in manner aforesaid from the parcel of land hereby conveyed through and along the drains or water course as shewn in the said Deposit Plan running through the portion of the said Farms Nos. 15 and 16 now held by them as aforesaid and that the Vendor or their assigns will not willfully do or knowingly suffer anything which may in any way injure or damage the said drains or water courses through the land hereby mentioned and will not willfully do or knowingly suffer anything which shall injure or damage the said drains or water courses or any part or parts thereof respectively or shall interfere with the free flow and passage of water through and along the same. And that if the Vendor or their assigns shall willfully do or knowingly suffer anything which shall injure or damage the said drains or water courses or any part or parts thereof respectively or shall interfere with the free flow and passage of water through and along the same they the Vendors their heirs or assigns will forthwith at their own expense properly and substantially repair and make good all such injury or damage and restore the free flow or passage of water through and along the said drains or water courses and do all things necessary or expedient for the purposes aforesaid or any of them. And further that the said Vendor their heirs or assigns (so long as the same shall remain in their custody or control) shall and will at all times hereafter (unless prevented by fire or other inevitable accident) at the request and cost of the said Purchaser her executors administrators or assigns produce or cause to be produced to her or them or before any court judge or arbitrator the said Probate of the Will of the said Edward Reece registered in the Deeds Registry Office at Christchurch as N. 74251 for evidencing the Title to the said parcel of land hereby conveyed and furnish to her or them copies of or extracts from the said Probate and in the meantime keep the same safe unimpaired and undelayed. In Witness whereof the said parties hereto have hereunto set their hands and affixed their seals the day and year first before written.

The Schedule hereunder referred to

All that parcel of land containing by admeasurement Thirty nine acres Two Roods and Thirty seven Perches more or less situate in the Christchurch District being part of Parcel Section No. 1498 and also part of the Lot N. 17 on the Plan N. 3953 deposited in the Deeds Registry Office at Christchurch and bounded as follows commencing at the North West corner of the said Lot thence North easterly along the North West boundary of the said Lot one thousand one hundred and eighty one links and six tenths of a link thence South westerly by a line bearing 25.40' Seven hundred and seven and eight tenths of a link thence South westerly by a line bearing 34.55' Two hundred and twenty two links and eight tenths of a link thence South easterly by a line bearing 168.18' Two thousand eight hundred and fifty eight links and three tenths of a link to the Cemetery Road thence South westerly along the Road Seven hundred and thirty seven links thence North westerly by a line bearing 175.44' Eight hundred and thirteen links and half a link thence South westerly by a line bearing 85.41' Seven hundred and thirty nine links to the South West boundary of the said Lot and from thence returning North westerly along that boundary Two thousand six hundred and twenty nine links to the commencing point and colored green on the Plan annexed hereto Subject nevertheless to the Drains running through the said land and also to the portion of the Drains within and along the Eastern boundary of the said land and colored Red on the Plan annexed hereto.

Signed sealed and delivered by the said John David Frankish William Reece and John Anderson the younger in the presence of — R. G. D. McEwen. Solicitor Christchurch	J. D. Frankish	(S)
	William Reece	(S)
Signed sealed and delivered by the said John Hodges in the presence of George F. Wright Land agent Christchurch	John Anderson jr.	(S)
	John Hodges	(S)
Signed sealed and delivered by the said Sarah W. Bassett in the presence of George Walker Burrows Clerk to Morrow Bassett & Co. Christchurch	Sarah W. Bassett	(S)

Recompared copy and received N. S. 390 this 25 day of April 1892
 Witness W. J. Linnage
 C. C. Colwell for R. W. Thomas

Endorsed on Map
 N. 74251
 1892.11.16
 Endorsed on Map
 N. 74251
 1892.11.16

Endorsed on Map
 N. 3953
 1892.11.16



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

I certify that the territorial authority has consented to this transaction and I hold that consent, or the affected easement is not the subject of a condition imposed by the territorial authority

Signature

Signed by Andrew James Orme as Grantee Representative for Christchurch City Council on 23/09/2014 03:21 PM

*** End of Report ***

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

2009/6230EF APPROVED Registrar-General of Land

Grantor

Christchurch City Council and CDL Land New Zealand Limited

Grantee

Christchurch City Council and CDL Land New Zealand Limited

Surrender of Easement, *profit à prendre* or Covenant

<p>The Grantee, being the registered proprietor of the Dominant Tenement(s) set out in Schedule A, or being the Grantee in gross, hereby surrenders to the Grantor the easement(s), <i>profit(s) à prendre</i> or covenant(s) set out in Schedule A and the Grantor accepts the surrender of those easement(s), <i>profit(s) à prendre</i> or covenant(s)</p>

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

Purpose of Easement; <i>Profit</i> or Covenant	Creating Instrument number	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Drainage rights	Deed 84390 (133/409)	Lot 2 DP 42373 (CFR CB20K/11) and Lot 1 DP 467428 (CFR 625607)	Lot 2 DP 42373 (CFR CB20K/11) and Lot 1 DP 467428 (CFR 625607)

View Instrument Details



Instrument No 10369087.2
Status Registered
Date & Time Lodged 31 March 2016 17:18
Lodged By Murray, Barbara Rae
Instrument Type Easement Instrument



Affected Computer Registers Land District

722739	Canterbury
381181	Canterbury
625607	Canterbury
625857	Canterbury
625858	Canterbury
692927	Canterbury
692929	Canterbury
722737	Canterbury
722738	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

Signature

Signed by Sirena Lisa Blair as Grantor Representative on 31/03/2016 09:18 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 Sirena Lisa Blair as Grantee Representative on 31/03/2016 09:19 AM

*** End of Report ***

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

2015/6246
APPROVED
Registrar-General of Land

Page 1 of 4 pages

Grantor

CDL LAND NEW ZEALAND LIMITED

Grantee

CDL LAND NEW ZEALAND LIMITED

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

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

Schedule A

Continue in 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		Lot 3200 DP 494193 (CFR 722739)	Lot 3030 DP 494193 (CFR 722737), Lot 1 DP 467428 (CFR 625607), Lot 2 DP 467428 (CFR 625857), Lot 3 DP 467428 (CFR 625858), Lot 2 DP 395420 (CFR 381181), Lot 3088 DP 494193 (CFR 722738), Lot 3003 DP 486184 (CFR 692927), Lot 3001 DP 486184 (CFR 692929)

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 _____]~~

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 **1**]~~

Annexure Schedule 1

Page 3 of 4 Pages

Insert instrument type

Land Covenant

*Continue in additional Annexure Schedule, if required***ANNEXURE SCHEDULE 1**

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

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

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

SCHEDULE B

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

Annexure Schedule 1

Page 4 of 4 Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

- 4 If there should be any breach or non-observance of any of the foregoing covenants then without prejudice to any other liability which the Grantor may have to any person having the benefit of these covenants, the Grantor will upon written demand being made by any Grantee pay to the person making such demand as liquidated damages the sum of \$250.00 (Two Hundred and Fifty Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made, provided that if more than one person is making such demand then that sum shall be shared between those persons.
- 5 The Grantor covenants that the Grantor will at all times save harmless and keep indemnified the Grantee from all proceedings, costs, claims and demands in respect of breaches by the Grantor of any of the foregoing stipulations, restrictions and covenants.
- 6 Without prejudice to clause 2, the covenants in this instrument will cease to apply to any Servient Tenement (or part thereof) which is intended at any time in the future to be vested in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

View Instrument Details



Instrument No 11371543.2
Status Registered
Date & Time Lodged 13 May 2019 08:45
Lodged By Fitchett, Dominic Inglis William
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
878991	Canterbury
878992	Canterbury
878993	Canterbury
878994	Canterbury
878995	Canterbury
878996	Canterbury
878997	Canterbury
878998	Canterbury
878999	Canterbury
879000	Canterbury
879001	Canterbury
879002	Canterbury
879003	Canterbury
879004	Canterbury
879005	Canterbury
879006	Canterbury
879007	Canterbury
879008	Canterbury
879009	Canterbury

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Dominic Inglis William Fitchett as Territorial Authority Representative on 11/05/2019 12:50 PM

*** End of Report ***



IN THE MATTER OF the Resource Management Act 1991

AND

IN THE MATTER OF DP 531672 and Subdivision Consent RMA/2013/1085

CONSENT NOTICE PURSUANT TO SECTION 221, RESOURCE MANAGEMENT ACT 1991

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

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

All Lots:

Geotechnical / Foundation Design

Any structure requiring a Building Consent, in terms of Building Act provisions, shall have specific foundation design by a suitably experienced chartered engineer or by an appropriately qualified geotechnical engineer. The design shall take into consideration the potential for liquefaction and associated effects (vertical settlement and lateral spread) and shall be investigated in accordance with MBIE Guidelines "Repairing and rebuilding houses affected by the Canterbury earthquakes" (December 2012) or subsequent revision document.

Any foundation design required will need to be in accordance with the technical category for the individual lots as defined by the Geotechnical Completion Report –Prestons Park Stage Q1-Q3 and R1 - Revision 0 prepared by Aurecon and dated 18 February 2019 and any additional restrictions noted within the report.

Lots 213-215, 218-221, 223-228 & 230-233

Density Band

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

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

DESCRIPTION OF LAND AFFECTED

ALL THOSE parcels of land comprising:

- 612m² being Lot 212 DP 531672 comprised in Record of Title 878991
- 479m² being Lot 213 DP 531672 comprised in Record of Title 878992
- 480m² being Lot 214 DP 531672 comprised in Record of Title 878993
- 480m² being Lot 215 DP 531672 comprised in Record of Title 878994
- 471m² being Lot 218 DP 531672 comprised in Record of Title 878995
- 456m² being Lot 219 DP 531672 comprised in Record of Title 878996
- 489m² being Lot 220 DP 531672 comprised in Record of Title 878997
- 479m² being Lot 221 DP 531672 comprised in Record of Title 878998
- 573m² being Lot 222 DP 531672 comprised in Record of Title 878999
- 474m² being Lot 223 DP 531672 comprised in Record of Title 879000

- 464m² being Lot 224 DP 531672 comprised in Record of Title 879001
- 431m² being Lot 225 DP 531672 comprised in Record of Title 879002
- 489m² being Lot 226 DP 531672 comprised in Record of Title 879003
- 473m² being Lot 227 DP 531672 comprised in Record of Title 879004
- 486m² being Lot 228 DP 531672 comprised in Record of Title 879005
- 493m² being Lot 230 DP 531672 comprised in Record of Title 879006
- 478m² being Lot 231 DP 531672 comprised in Record of Title 879007
- 474m² being Lot 232 DP 531672 comprised in Record of Title 879008
- 482m² being Lot 233 DP 531672 comprised in Record of Title 879009

DATED this 7th day of May 2019

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

A handwritten signature in black ink, appearing to read 'Sean M Ward', with a horizontal line extending to the right.

Sean M Ward

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

View Instrument Details



Instrument No 11371543.3
Status Registered
Date & Time Lodged 13 May 2019 08:45
Lodged By Fitchett, Dominic Inglis William
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
878991	Canterbury
878992	Canterbury
878993	Canterbury
878994	Canterbury
878995	Canterbury
878996	Canterbury
878997	Canterbury
878998	Canterbury
878999	Canterbury
879000	Canterbury
879001	Canterbury
879002	Canterbury
879003	Canterbury
879004	Canterbury
879005	Canterbury
879006	Canterbury
879007	Canterbury
879008	Canterbury
879009	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 Dominic Inglis William Fitchett as Covenantor Representative on 11/05/2019 12:50 PM

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

Covenantee Certifications

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

Signature

Signed by Dominic Inglis William Fitchett as Covenantee Representative on 11/05/2019 12:50 PM

***** 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

CDL LAND NEW ZEALAND LIMITED

Covenantee

CDL LAND NEW ZEALAND LIMITED

Grant of Covenant

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants	DP 531672	Lots 212-215, 218-228 and 230-233 DP 531672 (878991 – 879009)	Lots 212-215, 218-228 and 230-233 DP 531672 (878991 – 879009)
Land Covenants	DP 531672	Lots 212-215, 218-228 and 230-233 DP 531672 (878991 – 879009)	In gross

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

The provisions applying to the specified covenants are those set out in **Annexure Schedule 1**.

Form L

Annexure Schedule

Page 2 of 8 Pages

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

Scope and definitions

- 1 The Covenantor hereby covenants and agrees with the Covenantee in the manner set out below so that such covenants shall:
 - (a) Burden and run with the burdened land referred to in Schedule A; and
 - (b) Be for the benefit of and appurtenant to the benefited land referred to in Schedule A and for the benefit of the Covenantee in gross referred to in schedule A.
- 2 For the purposes of this instrument the following terms have the following meaning (unless the context otherwise requires):
 - (a) "**corner section**" means Land which (in the reasonable opinion of the Developer) has two legal road frontages;
 - (b) the "**continuous length**" of a fence includes:
 - (i) any attached fence return within two metres of the road boundary; and
 - (ii) any gate attached to the fence;
 - (c) "**DB Developer**" means a registered proprietor of a DB Lot which has not been Subdivided since the Developer ceased to be the registered proprietor of the DB Lot. By way of explanation, usually the DB Developer will have purchased from the Developer, with the intention of building a comprehensive residential development, subdividing, and selling the Subdivided parts. The Developer cannot be a DB Developer;
 - (d) "**DB Lot**" means a development block;
 - (e) "**Density B Lot**" means each of the Lots 213-215, 218-221, 223-228 and 230-233;
 - (f) "**Developer**" means CDL Land New Zealand Limited or its nominee, or if CDL Land New Zealand Limited ceases to exist and there is no nominee, means any director of CDL Land New Zealand Limited immediately before that company ceased to exist;
 - (g) "**fence**" includes a wall; and
 - (h) "**Land**" means the burdened land described in Schedule A.
 - (i) "**Subdivide**" means subdivide or subdivided within the meaning of the Resource Management Act 1991 or any modification, amendment or re-enactment of it.

Restrictions on development and use of the Land

- 3 The Covenantor shall, in relation to any Land owned by the Covenantor:
 - Dwelling size and garaging*

Annexure Schedule

Page 3 of 8 Pages

*Insert instrument type***Land Covenants***Continue in additional Annexure Schedule, if required*

- (a) Not erect or permit to be erected on the Land any dwelling unless both of the following apply:
- (i) the dwelling has fully integrated garaging with (at least) a double garage;
and
 - (ii) the dwelling has a floor area (including the floor area of the fully integrated garage, and taken over the foundation) of more than:
 - (A) 150m² for all Density B Lots;
 - (B) 175m² for Lot 222 and all Land of a size between 600m² – 650m² (inclusive);
 - (C) 220m² for all Land of a size 800m² or bigger.

Dwelling construction

- (b) Ensure that the perimeter (on a horizontal plane) of the roof of any dwelling on the Land shall not form a rectangle unless the roof contains at least one roof break or full valley.
- (c) Ensure any dwelling on the Land has at least 80% of its non-glazed exterior cladding in any one or more of the following materials:
- (i) Kiln fired or concrete brick;
 - (ii) Stucco textured finish;
 - (iii) Stone;
 - (iv) Timber weather boards;
 - (v) Linea weather boards;
 - (vi) Metal laminate on timber;
 - (vii) Any other exterior cladding material for which the Covenantor has obtained the Developer's written consent.
- (d) Not use metal clad roofing that has not been pre-painted, nor use copper or unpainted metal roof material, gutters, downpipes or external cladding.

Restrictions on certain improvements

- (e) Without limiting any other covenant, not permit a building to be erected on the Land other than:
- (i) a new dwelling (with a fully integrated garage);
 - (ii) a building normally appurtenant to a residential dwelling, provided that any walls of the building visible from the road frontage of the Land are of the same material as the walls of the dwelling.
- (f) Not erect or permit to be erected or placed on the Land any carport unless attached and fully integrated into the roofline of the dwelling or garage and screened from view from the road by fencing or landscaping approved by the Developer.

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

- (g) Not erect or permit to be erected a multi-storey dwelling house on the Land.

Design approval

- (h) Not do any work or permit any work for the erection of buildings, accessory buildings, landscaping, fences, driveways, or other improvements (and this shall also include exterior finishes and excavation of foundations upon the Land) unless plans and specifications and all other details of construction, finish and location as the Developer at the Developer's absolute discretion may require, have first been submitted to the Developer and have received the Developer's written approval.

Restriction on subdivision

- (i) For Land in a title containing greater than 400m², not Subdivide the Land nor amalgamate the title to the Land with another title.

Fencing and fencing contributions

- (j) Ensure that all internal boundary fences are erected in a tradesman like manner using appropriate materials.
- (k) Without prejudice to clause 3(h), not erect or permit to be erected on the Land a fence:
- (i) Which is made out of corrugated iron or post and wire; or
 - (ii) Which does not comply with Christchurch City Council requirements (such as, for example, rule 14.5.2.10 in the District Plan) unless authorised by a resource consent; or
 - (iii) Which, if it is an internal boundary fence, is higher than 1.2 metres above the natural ground level at any point within 2 metres of the road boundary (except where approval has been granted by the Developer to erect a front fence within the building setback on a corner lot); or
 - (iv) Which, if it is a fence between the Land and an adjoining reserve, is less than 80% open if it is more than 1.2 metres in height above the natural ground level; or
 - (v) Which is higher than 1.8 metres above the natural ground level, at any point (subject to clauses 3(j)(ii) & (iii)); or
 - (vi) Which is made of materials which (in the Developer's opinion) are not harmonious with the materials used in the dwelling on the Covenantor's Land.
- (l) Not call upon Christchurch City Council to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining reserve or other land owned by Christchurch City Council.

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

- (m) Not call upon the Developer to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining Land owned by the Developer, provided that this covenant will not endure for the benefit of any subsequent registered proprietor of any such adjoining Land. This clause 3(l) overrides clause 3(m).
- (n) Pay 50% of the reasonable cost of a Qualifying Fence to any neighbour that erected the Qualifying Fence, if that neighbour has not previously received a contribution towards the cost of the Qualifying Fence in accordance with this clause 3(m). A **"Qualifying Fence"** means a fence on a shared boundary between the Covenantor's Land and adjoining Land owned by the neighbour. However this clause does not benefit the Developer or need to be complied with by the Developer.
- (o) If the Land is adjoining a reserve, maintain the fence between the Land and the adjoining reserve and if such fence is wholly or partly destroyed, replace with a new fence that complies with clause 3(j) and has Christchurch City Council approval.

Building timeframes and crossings

- (p) Ensure that:
 - (i) any building, driveway and landscaping is completed within nine months of laying down the foundations for such building and no building once under construction shall be left without substantial work being carried out for a period exceeding three months;
 - (ii) entry and exit to and from the Land during building is via a single entry/exit point on the Land boundary, of a maximum 4 metre width, which must be notified to and approved by the Developer as part of the approval required under clause 3(h);
 - (iii) any other requirements for the construction phase which form part of the Developer's approval under clause 3(h) are complied with by the Covenantor.

Tidy appearance

- (q) Not permit a temporary building or structure to be erected on the Land except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the Land upon completion of the work.
- (r) Keep the Land in a neat and tidy condition and shall not permit excessive growth of grass (beyond 100mm in length).
- (s) Maintain all road reserves adjoining the Land in a neat and tidy condition and immediately repair (to the satisfaction of the Developer) any damage to the footpath and berms adjoining the Land caused by the Covenantor or its contractors, employees, agents and invitees.
- (t) Not cut, trim, damage, remove or relocate any tree, shrub or plant on the road reserve without the prior approval of the Developer and the Christchurch City Council.

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

Monitoring

- (u) Not prevent the Developer, its officers, employees or agents from entering onto the Land at all reasonable times for the purposes of ensuring compliance with the foregoing covenants and remedying any breaches thereof subject to the Developer first giving at least 48 hours' prior written notice of its intention to enter on to the Land. If the Developer enters on to the Land it shall not be responsible for any damage occasioned to the Land or anything placed thereon as a result of a reasonable exercise by the Developer of its powers.

Aerials etc

- (v) Not install or attach any accessory (including but not limited to satellite dishes, television aerials, and solar panels) on the Land, unless they are constructed in such a way as to be discreetly integrated with the design of buildings on the Land so that they are not highly visible from any road, thoroughfare or any other Land.
- (w) Fully encase any chimney in materials and in a manner approved by the Developer in writing.
- (x) Ensure that any garden shed on the land is adequately screened from view from any road, thoroughfare, reserve or any other land by fencing or landscaping approved by the Developer in writing.

No interference with DB Developers

- (y) Not at any time oppose, obstruct or object in any way, or provide support in any form to any person in opposition to, any planning proposal by any DB Developer in respect of the subdivision and sale of a DB Lot owned by the DB Developer;
- (z) Not make, lodge, be party to or finance any request, complaint, submission, application, appeal or other proceeding which is designed, intended or likely to limit, prohibit or restrict the completion (in accordance with these covenants) of the subdivision and sale of a DB Lot owned by any DB Developer;
- (aa) Not bring any proceedings in any Court or tribunal for damages, negligence, nuisance, trespass or interference or otherwise arising as a result of the completion of the subdivision and sale of a DB Lot owned by any DB Developer;
- (ab) If required, on request by a DB Developer, provide affected party approval to any planning application referred to in clause 3(y) in accordance with the provisions of section 95D(e) Resource Management Act 1991;

No interference with development of Prestons Park subdivision

- (ac) Clauses 3(y) to 3(ab) inclusive will also apply (with all necessary modifications) to the development, subdivision and sale by the Developer of any land owned by the Developer within the Prestons Park subdivision.

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

(ad) The Covenantor, in relation to any Land owned by the Covenantor, acknowledges that Prestons Park has or may in future have reserves which may contain playground equipment, and agrees not to complain about the existence, layout or reasonable use of any such playground within Prestons Park, to the Christchurch City Council or the Developer or any DB Developer. Clauses 3(y) to 3(ab) inclusive will apply (with all necessary modifications) to the existence, layout and reasonable use of the playgrounds.

(ae) The Covenantor, in relation to any Land owned by the Covenantor, acknowledges that Prestons Park has a reserve situated adjacent to lots 212-216 which will contain playground equipment including (but not limited to) a 'flying fox', and agrees not to complain about the existence, layout or reasonable use of such playground or playground equipment, to the Christchurch City Council or the Developer or any DB Developer. Clauses 3(y) to 3(ab) inclusive will apply (with all necessary modifications) to the existence, layout and reasonable use of the playground and playground equipment.

Nuisance

(af) Not allow any animal to be kept on or about the Land which is likely to cause a nuisance or annoyance to occupiers of other Land, and in particular without otherwise limiting this restriction, not to keep on or about the Land any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler or Doberman Pinscher.

(ag) Not use the Land in any way which in the reasonable opinion of the Developer detrimentally affects the amenities of the neighbourhood including permitting noise to escape from the Land which is likely to cause offense or a nuisance to occupiers of other Land.

Show Home

(ah) Not allow any building on the Land to be used as a show home without the written consent of the Developer (such consent to be at the Developer's absolute discretion and subject to such conditions as the Developer considers necessary). Any consent given by the Developer under this clause may be limited as to time.

Enforcement

4 The Developer shall not be required or obligated to enforce all or any of the foregoing covenants, stipulations and restrictions, nor will the Developer be liable to any other party for any breach thereof by any Covenantor.

5 If there should be any breach or non-observance of any of the foregoing covenants then without prejudice to any other liability which the Covenantor may have to any Covenantee, the Covenantor will upon written demand being made by any Covenantee:

(a) Pay to any Covenantee making such demand as liquidated damages the sum of \$250.00 (Two Hundred and Fifty Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made, provided that if more than one person is making such demand then that sum shall be shared between those persons; and

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

- (b) If applicable, remove or cause to be removed from the Covenantor's Land any second hand or used dwelling, garage, carport, building or other structure erected or placed on the Covenantor's Land in breach or non-observance of the foregoing covenants; and
- (c) If applicable, replace any building materials used or permitted to be used in breach or non-observance of the foregoing covenants.
- 6 The Covenantor covenants that the Covenantor will at all times indemnify the Covenantee from all proceedings, costs, claims and demands in respect of breaches by the Covenantor of any of the stipulations, restrictions and covenants in this instrument.
- General**
- 7 *Any requirement in this instrument to submit plans and specifications to the Developer, or to obtain the Developer's approval, will cease to apply 7 years after the date of this instrument (but without prejudice to the liability of any party for any breaches which have already occurred).*
- 8 Without prejudice to clause 7, the covenants in this instrument will immediately cease to apply to any Land (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.
- 9 Subject to clause 3(l), but despite any other provision of this instrument, if the written consent of the Developer is obtained to any action or omission, that action or omission will be deemed to not constitute a breach of any covenant within this instrument.