Record of title here

Statement of Passing Over: This information has been supplied by the vendor or the vendor's agents. Here (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	**854937**
Land Registration District	**Canterbury**
Date Issued	25 January 2019

Prior References
820452

Estate	Fee Simple
Area	467 square metres more or less
Legal Description	Lot 427 Deposited Plan 525627
Registered Owners	

Moira Sylvia

Interests

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

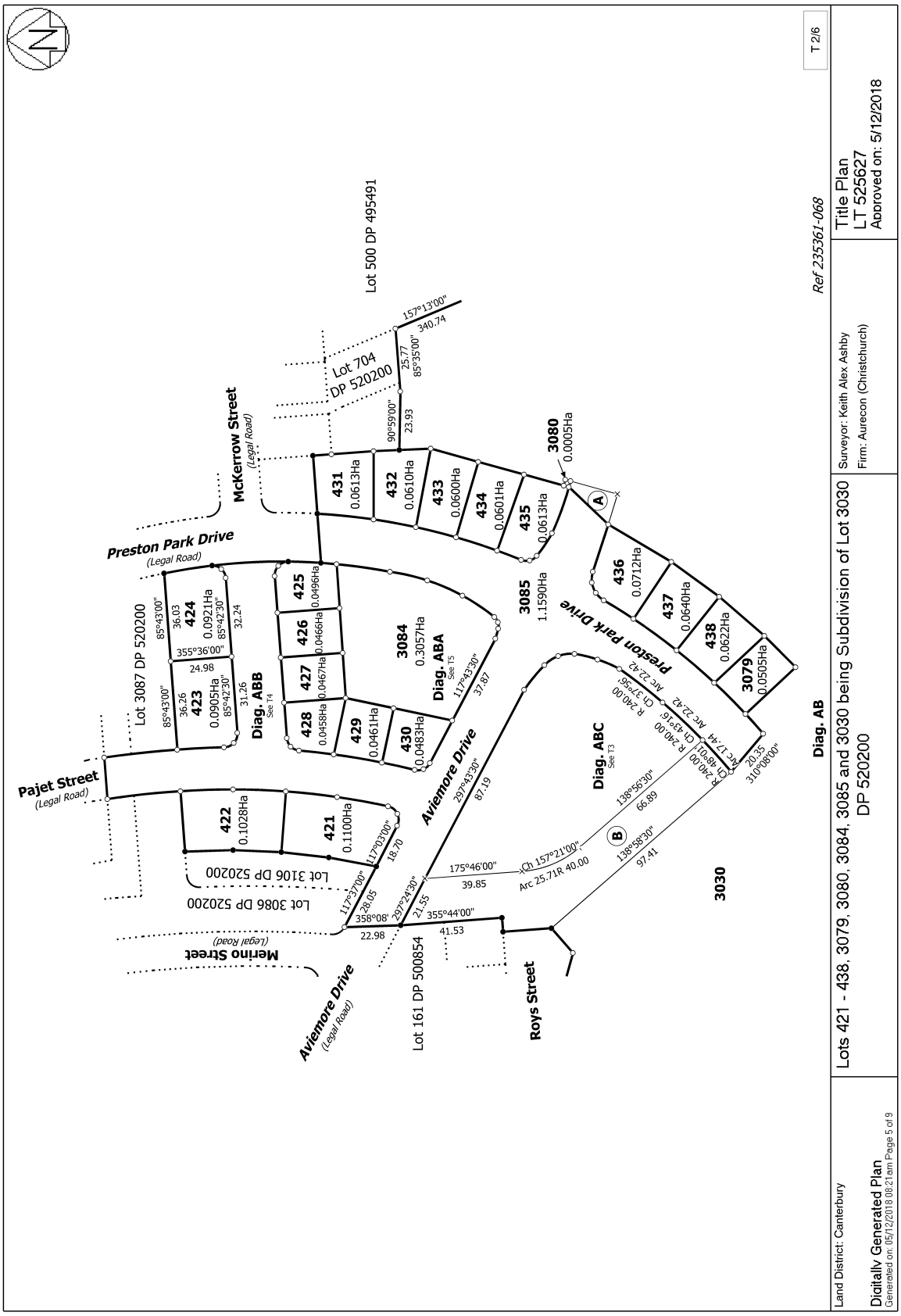
11269487.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 25.1.2019 at 4:04 pm

Land Covenant in Covenant Instrument 11269487.8 - 25.1.2019 at 4:04 pm

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 11269487.8 - 25.1.2019 at 4:04 pm

Land Covenant in Covenant Instrument 11269487.9 - 25.1.2019 at 4:04 pm

13203912.3 Mortgage to ASB Bank Limited - 27.1.2025 at 3:32 pm


T 2/6
Ref 235361-068
Lot 500 DP 495491
Lot 704 DP 520200
McKerrow Street (Legal Road)
Preston Park Drive (Legal Road)
Lot 3087 DP 520200
Pajet Street (Legal Road)
Merino Street (Legal Road)
Aviemore Drive (Legal Road)
Lot 161 DP 500854
Roys Street
Lot 3106 DP 520200
Lot 3086 DP 520200
Preston Park Drive
Aviemore Drive
Diag. ABB See T4
Diag. ABA See T5
Diag. ABC See T3
Diag. AB
3030
3080 0.0005Ha
3085 1.1590Ha
3084 0.3057Ha
421 0.1100Ha
422 0.1028Ha
423 0.0905Ha
424 0.0921Ha
425 0.0496Ha
426 0.0466Ha
427 0.0467Ha
428 0.0458Ha
429 0.0461Ha
430 0.0483Ha
431 0.0613Ha
432 0.0610Ha
433 0.0600Ha
434 0.0601Ha
435 0.0613Ha
436 0.0712Ha
437 0.0640Ha
438 0.0622Ha
3079 0.0505Ha
Land District: Canterbury
Digitally Generated Plan
Generated on: 05/12/2018 08:21am Page 5 of 9
Lots 421 - 438, 3079, 3080, 3084, 3085 and 3030 being Subdivision of Lot 3030 DP 520200
Surveyor: Keith Alex Ashby
Firm: Aurecon (Christchurch)
Title Plan
LT 525627
Approved on: 5/12/2018

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 *****

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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; *profit* 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] [negatived] [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	11269487.5
Status	Registered
Date & Time Lodged	25 January 2019 16:04
Lodged By	Fitchett, Dominic Inglis William
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

Affected Records of Title	Land District
854931	Canterbury
854932	Canterbury
854933	Canterbury
854934	Canterbury
854935	Canterbury
854936	Canterbury
854937	Canterbury
854938	Canterbury
854939	Canterbury
854940	Canterbury
854941	Canterbury
854942	Canterbury
854943	Canterbury
854944	Canterbury
854945	Canterbury
854946	Canterbury
854947	Canterbury
854948	Canterbury

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Dominic Inglis William Fitchett as Territorial Authority Representative on 23/01/2019 08:51 AM

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

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Christchurch City Council

IN THE MATTER OF the Resource Management Act 1991

AND

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

CONSENT NOTICE PURSUANT TO SECTION 221, RESOURCE MANAGEMENT ACT 1991

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

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

All Lots:

Geotechnical / Foundation Design
Any structure requiring a Building Consent, in terms of Building Act provisions, shall have specific foundation design by a suitably experienced chartered engineer or by an appropriately qualified geotechnical engineer. The design shall take into consideration the potential for liquefaction and associated effects (vertical settlement and lateral spread) and shall be investigated in accordance with MBIE Guidelines "Repairing and rebuilding houses affected by the Canterbury earthquakes" (December 2012) or subsequent revision document.
Any foundation design required will need to be in accordance with the technical category for the individual lots as defined by the Geotechnical Completion Report –Prestons South Stages U1 - Revision 0 prepared by Aurecon and dated 18 April 2017 and any additional restrictions noted within the report.

Lots 421 – 424:

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

Lots 425 – 430:

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.*

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

Lot 421
On development this Lot shall yield a minimum of 5 allotments for Density A residential use

Lot 422
On development this Lot shall yield a minimum of 4 allotments for Density A residential use

Lot 423
On development this Lot shall yield a minimum of 4 allotments for Density A residential use

Lot 424
On development this Lot shall yield a minimum of 4 allotments for Density A residential use

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:

- 1100m² being Lot 421 DP 525627 comprised in Computer Freehold Register 854931
- 1029m² being Lot 422 DP 525627 comprised in Computer Freehold Register 854932
- 905m² being Lot 423 DP 525627 comprised in Computer Freehold Register 854933
- 921m² being Lot 424 DP 525627 comprised in Computer Freehold Register 854934
- 496m² being Lot 425 DP 525627 comprised in Computer Freehold Register 854935
- 466m² being Lot 426 DP 525627 comprised in Computer Freehold Register 854936
- 467m² being Lot 427 DP 525627 comprised in Computer Freehold Register 854937
- 458m² being Lot 428 DP 525627 comprised in Computer Freehold Register 854938
- 461m² being Lot 429 DP 525627 comprised in Computer Freehold Register 854939
- 483m² being Lot 430 DP 525627 comprised in Computer Freehold Register 854940
- 613m² being Lot 431 DP 525627 comprised in Computer Freehold Register 854941
- 610m² being Lot 432 DP 525627 comprised in Computer Freehold Register 854942
- 600m² being Lot 433 DP 525627 comprised in Computer Freehold Register 854943
- 601m² being Lot 434 DP 525627 comprised in Computer Freehold Register 854944
- 613m² being Lot 435 DP 525627 comprised in Computer Freehold Register 854945
- 712m² being Lot 436 DP 525627 comprised in Computer Freehold Register 854946
- 640m² being Lot 437 DP 525627 comprised in Computer Freehold Register 854947
- 622m² being Lot 438 DP 525627 comprised in Computer Freehold Register 854948

DATED this 23rd day of January 2019

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



Sean M Ward
Authorised Officer (for the purposes of Section 221 Resource Management Act 1991

View Instrument Details

Instrument No	11269487.8
Status	Registered
Date & Time Lodged	25 January 2019 16:04
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
854931	Canterbury
854932	Canterbury
854933	Canterbury
854934	Canterbury
854935	Canterbury
854936	Canterbury
854937	Canterbury
854938	Canterbury
854939	Canterbury
854940	Canterbury
854941	Canterbury
854942	Canterbury
854943	Canterbury
854944	Canterbury
854945	Canterbury
854946	Canterbury
854947	Canterbury
854948	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 16/01/2019 05:22 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 ☑

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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 16/01/2019 05:22 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 525627	Lots 425 – 438 on DP 525627 (854935 – 854948)	Lots 421 – 438 on DP 525627 (854931 – 854948)
Land Covenants	DP 525627	Lots 425 – 438 on DP 525627 (854935 – 854948)	In gross

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

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

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

The Annexure Schedule.

Annexure Schedule Page 2 of 8 Pages

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

Scope and definitions

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

(a) Burden and run with 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, being each of the Lots 421-424 on Deposited Plan 525627;

(e) "**Density B Lot**" means each of the Lots 425-430 on Deposited Plan 525627;

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

Annexure Schedule Page 3 of 8 Pages

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

Dwelling size and garaging

(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) 150m^2 for all Density B Lots;

(B) 175m^2 for all Land of a size between 600m2 – 650m2 (inclusive);

(C) 220m^2 for all Land of a size 800m2 or bigger

Dwelling construction

(b) Ensure that the perimeter (on a horizontal plane) of the roof of any dwelling on the Land shall not form a rectangle unless the roof contains at least one roof break or full valley.

(c) Ensure any dwelling on the Land has at least 80% of its non-glazed exterior cladding in any one or more of the following materials:

(i) Kiln fired or concrete brick;

(ii) Stucco textured finish;

(iii) Stone;

(iv) Timber weather boards;

(v) Linea weather boards;

(vi) Metal laminate on timber;

(vii) Any other exterior cladding material for which the Grantor has obtained the Developer's written consent.

(d) Not use metal clad roofing that has not been pre-painted, nor use copper or unpainted metal roof material, gutters, downpipes or external cladding.

Restrictions on certain improvements

(e) Without limiting any other covenant, not permit a building to be erected on the Land other than:

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

(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.

(g) Not erect or permit to be erected a multi-storey dwelling house on the Land, unless the Grantor's Land is either of Lots 425 or 430 on Deposited Plan 525627.

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

Annexure Schedule Page 5 of 8 Pages

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

(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 Grantor'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.

(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 Grantor's Land and adjoining Land owned by the neighbour. However this clause does not benefit the Developer or need to be complied with by the Developer.

(o) If the Land is adjoining a reserve, maintain the fence between the Land and the adjoining reserve and if such fence is wholly or partly destroyed, replace with a new fence that complies with clause 3(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 Grantor.

Tidy appearance

(q) Not permit a temporary building or structure to be erected on the Land except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the Land upon completion of the work.

(r) Keep the Land in a neat and tidy condition and shall not permit excessive growth of grass (beyond 100mm in length).

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

(s) Maintain all road reserves adjoining the Land in a neat and tidy condition and immediately repair (to the satisfaction of the Developer) any damage to the footpath and berms adjoining the Land caused by the Grantor or its contractors, employees, agents and invitees.

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

Monitoring

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

Aerials etc

(v) Not install or attach any accessory (including but not limited to satellite dishes, television aerials, and solar panels) on the Land, unless they are constructed in such a way as to be discreetly integrated with the design of buildings on the Land so that they are not highly visible from any road, thoroughfare or any other Land.

(w) Fully encase any chimney in materials and in a manner approved by the Developer in writing.

(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;

Annexure Schedule Page 7 of 8 Pages

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

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.

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

Nuisance

(ae) 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.

(af) 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

(ag) 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 Grantor.

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 Grantor may have to any Grantee, the Grantor will upon written demand being made by any Grantee:

(a) If applicable, remove or cause to be removed from the Grantor's Land any second hand or used dwelling, garage, carport, building or other structure erected or placed on the Grantor's Land in breach or non-observance of the foregoing covenants; and

(b) If applicable, replace any building materials used or permitted to be used in breach or non-observance of the foregoing covenants.

(c) If applicable, replace any building materials used or permitted to be used in breach or non-observance of the foregoing covenants.

Annexure Schedule Page 8 of 8 Pages

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

6 The Grantor covenants that the Grantor will at all times indemnify the Grantee from all proceedings, costs, claims and demands in respect of breaches by the Grantor of any of the stipulations, restrictions and covenants in this instrument.

General

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.

View Instrument Details

Instrument No	11269487.9
Status	Registered
Date & Time Lodged	25 January 2019 16:04
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
854931	Canterbury
854932	Canterbury
854933	Canterbury
854934	Canterbury
854935	Canterbury
854936	Canterbury
854937	Canterbury
854938	Canterbury
854939	Canterbury
854940	Canterbury
854941	Canterbury
854942	Canterbury
854943	Canterbury
854944	Canterbury
854945	Canterbury
854946	Canterbury
854947	Canterbury
854948	Canterbury

Annexure Schedule: Contains 7 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 16/01/2019 05:22 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 ☑

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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 16/01/2019 05:22 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 525627	Lots 421 – 424 on DP 525627 (854931 – 854934)	Lots 421 – 438 on DP 525627 (854931 – 854948)
Land Covenants	DP 525627	Lots 421 – 424 on DP 525627 (854931 – 854934)	In gross

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

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

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

The Annexure Schedule.

Annexure Schedule Page 2 of 7 Pages

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

Scope and definitions

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

(a) Burden and run with 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) "**DB Developer**" means the registered proprietor of any Land that has not been Subdivided since the Developer ceased to be the registered proprietor of that Land. By way of explanation, usually the DB Developer will have purchased the Land from the Developer, with the intention of building a development block on the Land, subdividing the Land, and selling the Subdivided parts of the Land to DB Purchasers. The Developer cannot be a DB Developer;

(b) "**DB Purchaser**" means the registered proprietor or proprietors of any part of the Land, after the Land (as it is described in Schedule A) has been Subdivided.

(c) "**Developer**" means CDL Land New Zealand Limited or its nominee, or if CDL Land New Zealand Limited ceases to exist and there is no nominee, means any director of CDL Land New Zealand Limited immediately before that company ceased to exist;

(d) "**fence**" includes a wall;

(e) "**Land**" means the burdened land described in Schedule A; and

(f) "**Subdivide**" means subdivide or subdivided within the meaning of the Resource Management Act 1991 or any modification, amendment or re-enactment of it.

Land covenants that apply only to the DB Developer

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

Design approval

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

Building

(b) Ensure that:

(i) the laying down of foundations for building in accordance with the Developer's written approval pursuant to clause 3(a) is started within 6 months of the Developer providing its approval under clause 3(a);

(ii) any building, driveway and landscaping on the Land is completed within 12 months of laying down the foundations for such building and no building once under construction shall be left without substantial work being carried out for a period exceeding 3 months;

(iii) entry and exit to and from the Land during building is via a single entry/exit point on the Land boundary, of a maximum 4 metre width, which must be notified to and approved by the Developer as part of the approval required under clause 3(a);

(iv) any other requirements for the building phase which form part of the Developer's approval under clause 3(a) are complied with by the Grantor;

(v) any driveway on the Land is formed, prior to occupation of the dwelling, to comply with the requirements of the Christchurch City Council District Plan including sealing the driveway;

Subdivision

(c) Not Subdivide the Land except as part of a development block approved by the Developer;

(d) Not amalgamate the title to the Land (or any part of it) with another title.

Land covenants that apply only to DB Purchasers

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

Land covenants that apply to DB Developers and DB Purchasers

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

No interference with DB Developers

(a) Not at any time oppose, obstruct or object in any way, or provide support in any form to any person in opposition to, any planning proposal by any DB Developer in respect of the subdivision and sale of Land owned by the DB Developer.

(b) Not make, lodge, be party to or finance any request, complaint, submission, application, appeal or other proceeding which is designed, intended or likely to limit, prohibit or restrict the completion (in accordance with these covenants) of the subdivision and sale of the Land owned by the DB Developer.

(c) Not bring any proceedings in any Court or tribunal for damages, negligence, nuisance, trespass or interference or otherwise arising as a result of the completion of the subdivision and sale of the Land owned by the DB Developer.

Annexure Schedule Page 4 of 7 Pages

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

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

No interference with development of Prestons Park Subdivision

(e) Clauses 5(a) to 5(d) inclusive will also apply (with all necessary modifications) to the development, subdivision and sale by the Developer of any land owned by the Developer within the Prestons Park subdivision.

(f) The Grantor, in relation to any Land owned by the Grantor, acknowledges that Prestons Park has or may in future have reserves which may contain playground equipment, and agrees not to complain about the existence, layout or reasonable use of any such playground within Prestons Park, to the Christchurch City Council or the Developer or any DB Developer. Clauses 5(a) to 5(d) inclusive will apply (with all necessary modifications) to the existence, layout and reasonable use of the playgrounds.

Nuisance

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

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

Show Home

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

Fencing and fencing contributions

(j) Ensure that all internal boundary fences are erected in a tradesman like manner using appropriate materials.

(k) Without prejudice to clause 3(a), not erect or permit to be erected on the Land a fence:

(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

Annexure Schedule Page 5 of 7 Pages

Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

(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 natural ground level, at any point (subject to clauses 5(k)(ii) & (iii));or

(vi) Without first receiving the prior written consent of the Developer to the plans, specifications, details of construction, finish and location of the fence.

(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;

(m) Not call upon the Developer to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining Land owned by the Developer, provided that this covenant will not endure for the benefit of any subsequent registered proprietor of any such adjoining Land. This clause 5(m) overrides clause 5(n);

(n) Pay 50% of the reasonable cost of a Qualifying Fence to any neighbour that erected the Qualifying Fence, if that neighbour has not previously received a contribution towards the cost of the Qualifying Fence in accordance with this clause 5(n). A "**Qualifying Fence**" means a fence on a shared boundary between the Grantor's Land and adjoining Land owned by the neighbour. However this clause does not benefit or need to be complied with by the Developer or the DB Developer.

(o) If the Land is adjoining a reserve, maintain the fence between the Land and the adjoining reserve and if such fence is wholly or partly destroyed, replace with a new fence that complies with clause 3(h) and has Christchurch City Council approval.

Tidy appearance

(p) Not permit a temporary building or structure to be erected on the Land except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the Land upon completion of the work;

(q) Keep the Land in a neat and tidy condition and not permit excessive growth of grass (beyond 100mm in length);

(r) Maintain all road reserves adjoining the Land in a neat and tidy condition and immediately repair (to the satisfaction of the Developer) any damage to the footpath and berms adjoining the Land caused by the Grantor [DB Developer and DB Purchaser] or its contractors, employees, agents and invitees;

Land Covenants

Continue in additional Annexure Schedule, if required

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

Monitoring

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

Aerials etc

(u) Not install or attach any accessory (including but not limited to satellite dishes, television aerials, and solar panels) on the Land, unless they are constructed in such a way as to be discreetly integrated with the design of buildings on the Land so that they are not highly visible from any road, thoroughfare or any other Land;

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

(w) 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.

Enforcement

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

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

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

(b) If applicable, remove or cause to be removed from the Grantor's Land any second hand or used dwelling, garage, carport, building or other structure erected or placed on the Grantor's Land in breach or non-observance of the foregoing covenants; and

(c) If applicable, replace any building materials used or permitted to be used in breach or non-observance of the foregoing covenants.

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Insert instrument type

Land Covenants

Continue in additional Annexure Schedule, if required

8 The Grantor covenants that it will at all times indemnify the Grantee from all proceedings, costs, claims and demands in respect of breaches by the Grantor of any of the stipulations, restrictions and covenants in this instrument.

General

9 Any requirement in this instrument to submit plans and specifications to the Developer, or to obtain the Developer's approval, will cease to apply 7 years after the date of this instrument (but without prejudice to the liability of any party for any breaches which have already occurred).

10 Without prejudice to clause 9, the covenants in this instrument will immediately cease to apply to any Land (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

11 Subject to clause 5(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.