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 **1087299**

Land Registration District **Canterbury**

Date Issued 18 November 2022

Prior References

CB411/155 CB527/48

Estate Fee Simple

Area 80 square metres more or less

Legal Description Lot 4 Deposited Plan 582016

Registered Owners

Paul Robert Solt and Wei Wei

Estate Fee Simple - 1/17 share

Area 655 square metres more or less

Legal Description Lot 18 Deposited Plan 582016

Registered Owners

Paul Robert Solt and Wei Wei

Interests

Subject to Section 241(2) Resource Management Act 1991 (affects DP 582016)

Subject to a party wall right over part Lot 4 DP 582016 marked T and U, a right to drain sewage over part Lot 4 DP 582016 marked BK, a right to drain water over part Lot 4 DP 582016 marked BK and BQ, BY, T, CI, BZ, U, CJ and a right to convey electricity and telecommunications over part Lot 4 DP 582016 marked BK right of way over part Lot 18 DP 582016 marked A and a right to parking over part Lot 18 DP 582016 marked AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, DK all on DP 582016 created by Easement Instrument 12574079.4 - 18.11.2022 at 11:31 am

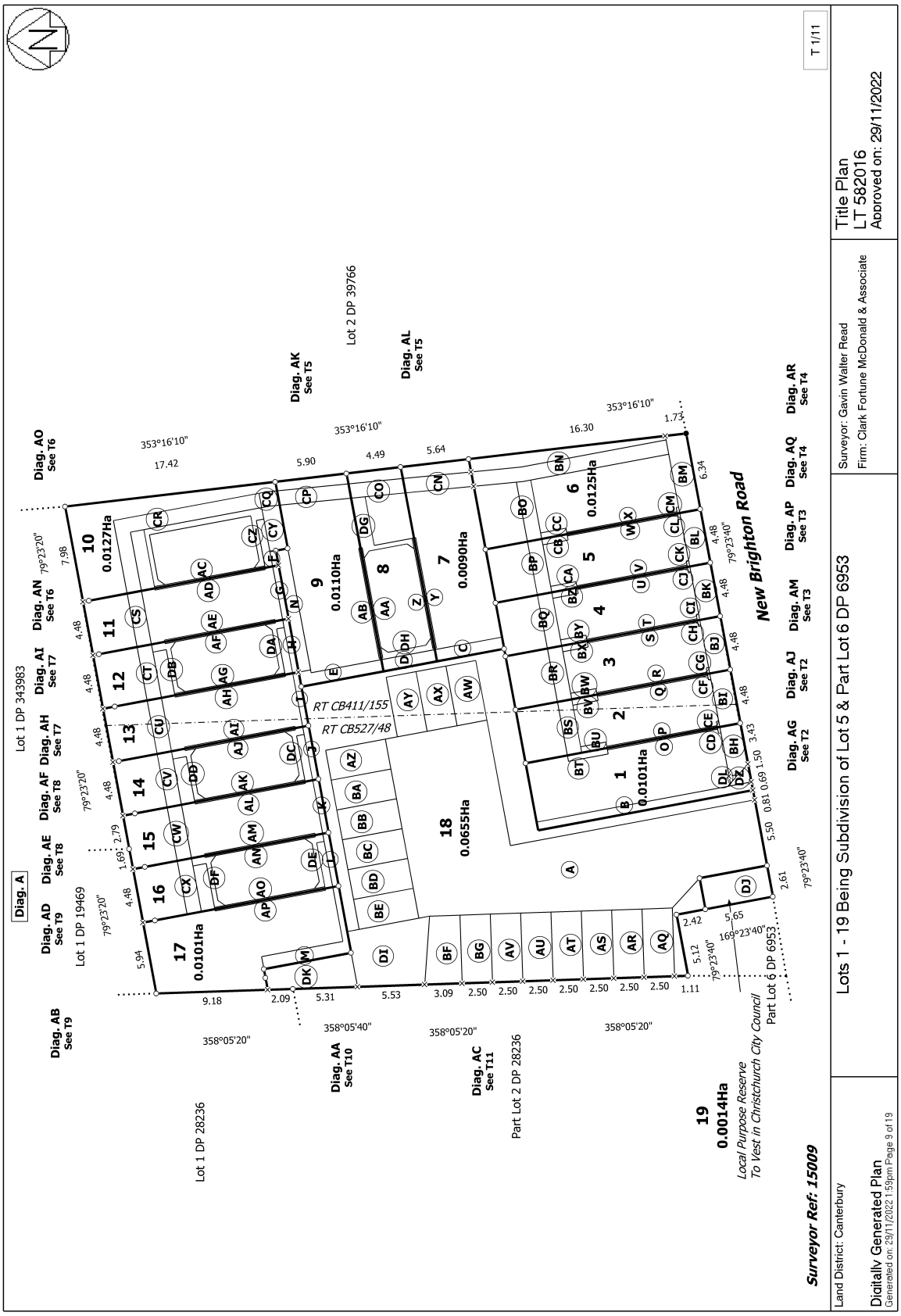
Appurtenant to Lot 4 DP 582016 is a right of way, a pedestrian right of way, right to drain water, right to drain sewage, right to convey water, electricity and telecommunications and a party wall right and appurtenant to Lot 18 DP 582016 is a pedestrian right of way, right to drain water, right to drain sewage, right to convey water, electricity and telecommunications created by Easement Instrument 12574079.4 - 18.11.2022 at 11:31 am

The easements created by Easement Instrument 12574079.4 are subject to Section 243 (a) Resource Management Act 1991

12574079.6 Encumbrance to 27 New Brighton Road Residents Society Incorporated - 18.11.2022 at 11:31 am

Land Covenant (in gross) in favour of 27 New Brighton Road Residents Society Incorporated created by Covenant Instrument 12574079.7 affecting part Lot 18 DP 582016 marked DK and DI on DP 582016 - 18.11.2022 at 11:31 am

12579776.4 Mortgage to ANZ Bank New Zealand Limited - 22.12.2022 at 2:27 pm


T 1/11
Title Plan
LT 582016
Approved on: 29/11/2022
Surveyor: Gavin Walter Read
Firm: Clark Fortune McDonald & Associate
Lots 1 - 19 Being Subdivision of Lot 5 & Part Lot 6 DP 6953
Land District: Canterbury
Digitally Generated Plan
Generated on: 29/11/2022 1:39pm Page 9 of 19
Surveyor Ref: 15009
New Brighton Road
Lot 1 DP 343983
Lot 1 DP 19469
Lot 1 DP 28236
Lot 2 DP 39766
Part Lot 2 DP 28236
Part Lot 6 DP 6953
Local Purpose Reserve
To Vest In Christchurch City Council
RT CB411/155
RT CB527/48
Diag. A
Diag. AA See T10
Diag. AB See T9
Diag. AC See T11
Diag. AD See T9
Diag. AE See T8
Diag. AF See T8
Diag. AG See T2
Diag. AH See T7
Diag. AI See T7
Diag. AJ See T2
Diag. AK See T5
Diag. AL See T5
Diag. AM See T3
Diag. AN See T6
Diag. AO See T6
Diag. AP See T3
Diag. AQ See T4
Diag. AR See T4
1 0.0101Ha
2
3
4
5
6 0.0125Ha
7 0.0090Ha
8
9 0.0110Ha
10 0.0127Ha
11
12
13
14
15
16
17 0.0101Ha
18 0.0655Ha
19 0.0014Ha

View Instrument Details

Instrument No	12574079.6
Status	Registered
Date & Time Lodged	18 November 2022 11:31
Lodged By	Firmin, Kaylee Mary
Instrument Type	Encumbrance

Affected Records of Title	Land District
1087296	Canterbury
1087297	Canterbury
1087298	Canterbury
1087299	Canterbury
1087300	Canterbury
1087301	Canterbury
1087302	Canterbury
1087303	Canterbury
1087304	Canterbury
1087305	Canterbury
1087306	Canterbury
1087307	Canterbury
1087308	Canterbury
1087309	Canterbury
1087310	Canterbury
1087311	Canterbury
1087312	Canterbury

Annexure Schedule Contains 3 Pages.

Encumbrancer Certifications

I certify that I have the authority to act for the Encumbrancer 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 Tinka Noella Bowyer as Encumbrancer Representative on 11/11/2022 01:29 PM

Encumbrancee Certifications

I certify that I have the authority to act for the Encumbrancee 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 ☑

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Signature

Signed by Tinka Noella Bowyer as Encumbrancee Representative on 11/11/2022 01:29 PM

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

Form 18

Encumbrance instrument

(Section 100 Land Transfer Act 2017)

Land registration district

Canterbury

Record of Title (unique identifier)	All/part	Area/description of part
1087296-1087312 (inclusive)	All	

Encumbrancer *Surname(s) must be underlined.*

Wolfbrook Residential No3 Limited

Encumbrancee *Surname(s) must be underlined.*

27 New Brighton Road Residents Society Incorporated

Estate or interest to be encumbered *Insert, eg, fee simple, leasehold in lease number, etc.*

Fee Simple

Encumbrance memorandum number

N/A

Nature of security *State whether sum of money, annuity, or rentcharge, and amount.*

The greater of $2,000.00 (two thousand dollars) per annum plus GST and three times the amount of the Member's Proportion of the Operating Expenses for the relevant Expense Year (as defined in the Constitution of the Encumbrancee) plus GST applicable to that Lot.

Operative clause *Delete words in [ ], as appropriate.*

The **Encumbrancer encumbers for the benefit of the Encumbrancee** the land in the above record of title(s) **with** the above sum of money, annuity, or rentcharge to be raised and paid in accordance with the terms set out in the Annexure Schedule(s) **and** so as to incorporate in this encumbrance the terms and other provisions set out in the Annexure Schedule(s) for the better securing to the Encumbrancee the payment(s) secured by this encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Annexure Schedule 1

Terms *Continue on additional Annexure Schedule(s) if required.*

1.	Length of Term:	999 years commencing on the date of registration of this instrument
2.	Payment date(s):	See Annexure Schedule 2
3.	Rate(s) of interest:	See Annexure Schedule 2
4.	Event(s) in which the sum, annuity, or rentcharge becomes payable:	See Annexure Schedule 2
5.	Event(s) in which the sum, annuity, or rentcharge ceases to be payable:	See Annexure Schedule 2

Covenants and conditions *Continue on additional Annexure Schedule(s) if required.*

See Annexure Schedule 2

Modification of statutory provisions *Continue in additional Annexure Schedule(s) if required.*

See Annexure Schedule 2

Annexure Schedule 2

Background

A. The Encumbrancer is the registered owner of the land comprised in the Record of Titles described above (the "**Land**").

B. The Encumbrancer has developed the Land (the "**Development**") and has established the Encumbrancee for the purpose of administering the Development, including but not limited to administering the access lot for the Development contained in Lot 18 on Deposited Plan 582016 and other certain communal facilities within the Development.

C. The registered owner from time to time of each lot described herein (the "**Lot**") comprising the Land is required to become and, for so long as they continue to be the registered owner of a Lot, remain a member of the Encumbrancee and abide by the Constitution of the Encumbrancee.

D. The Encumbrancer has agreed to encumber each Lot severally for the better performance of the obligations of the registered owner from time to time of a Lot to the Encumbrancee.

Covenants

1. The Encumbrancer hereby encumbers the Land and each Lot severally for the benefit of the Encumbrancee for the Term with an annual rent charge in respect of each Lot being the greater of:

   (a) $2,000.00 plus GST per annum; and

   (b) Three times the amount of the Member's Proportion of the Operating Expenses for the relevant Expense Year (as defined in the Constitution of the Encumbrancee) plus GST

applicable to that Lot.

2. The Encumbrancer covenants for itself and its successors in title with the Encumbrancee during the Term of this Encumbrance that upon becoming the registered owner of a Lot the Encumbrancer shall join as a member of the Encumbrancee, and remain a member while owing the Lot, and fulfil and continue to fulfil the obligations of a member as set out in the Constitution of the Encumbrancee (including, if required by the Encumbrancee, ensuring that any transferee of a Lot executes a Deed of Covenant in favour of the Encumbrancee agreeing to be bound by the Constitution as a member of the Encumbrancee).

3. Notwithstanding anything contained in clause 1 of this Encumbrance, for so long as the owner of a Lot fully complies with the obligations of a member pursuant to the Constitution of the Encumbrancee, the rent charge reserved by this Encumbrance shall not apply to that Lot.

Encumbrance Consent

4. The Encumbrancee hereby consents to the registration of any of the following instruments executed by the Encumbrancer in respect of the Lot:

   (a) The creation, variation or surrender of an easement (sections 109(3) and 112(4) of the Land Transfer Act 2017);

   (b) The registration or variation of a mortgage instrument or priority of mortgages (section 101(4) of the Land Transfer Act 2017);

   (c) The registration of a lease, a lease variation instrument or a surrender of a lease (sections 91(4) and 94(4) of the Land Transfer Act 2017); and

   (d) The disposal of a licence or shares to which the licence relates (sections 130(1) and 130(2) of the Land Transfer Act 2017).

   This consent shall be deemed to be the consent of the mortgagee (which term includes the Encumbrancee) as specified in the Land Transfer Act 2017, to the registration of a particular instrument specified in sub-paragraphs (a) to (d) above.

Implied Terms

5. Without prejudice to the Encumbrancee's rights of action at common law as rent charger or Encumbrancee, and with the exceptions of sections 203, 204, 288, 289 and 302 of the Property Law Act 2007 and section 208 of the Land Transfer Act 2017, none of the rights, powers, remedies and implied covenants provided pursuant to the Property Law Act 2007 and the Land Transfer Act 2017 shall apply to this Encumbrance.

6. References to the Encumbrancer shall mean the initial encumbrancer named in this instrument and its successors in title to the land, and the terms of this Encumbrance shall bind the Encumbrancer only for as long as the Encumbrancer is the registered owner of the Land.

View Instrument Details

Instrument No	12574079.7
Status	Registered
Date & Time Lodged	18 November 2022 11:31
Lodged By	Firmin, Kaylee Mary
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
1087296	Canterbury
1087297	Canterbury
1087298	Canterbury
1087299	Canterbury
1087300	Canterbury
1087301	Canterbury
1087302	Canterbury
1087303	Canterbury
1087304	Canterbury
1087305	Canterbury
1087306	Canterbury
1087307	Canterbury
1087308	Canterbury
1087309	Canterbury
1087310	Canterbury
1087311	Canterbury
1087312	Canterbury

Annexure Schedule Contains 5 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 Tinka Noella Bowyer as Covenantor Representative on 11/11/2022 01:32 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 ☑

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

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Signature

Signed by Tinka Noella Bowyer as Covenantee Representative on 11/11/2022 01:32 PM

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

Covenant Instrument to note land covenant

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

Covenantor

Wolfbrook Residential No3 Limited

Covenantee

27 New Brighton Road Residents Society Incorporated

Grant of Covenant

The Covenantor being the registered owner of the burdened land set out in Schedule A grants to the **Covenantee** (and, if so stated, in gross) the covenants 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) DP 582016	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Cycle Parking Covenant	DK	Lot 18 DP 582016 (RTs 1087296-1087312 (inclusive)	In Gross
Bin Storage Covenant	DI	Lot 18 DP 582016 (RTs 1087296-1087312 (inclusive)	In Gross

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

Delete phrases in [ ] and insert memorandum number as required.
Continue in additional Annexure Schedule, if required

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

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

[Annexure Schedule 1]

Annexure Schedule Page 1 of 3 Pages

Insert instrument type

Covenant Instrument

The Covenantor covenants with the Residents Society as set out in Schedule B below in respect of the Burdened Land and it is accepted that:

(1) The covenants contained in Schedule B ("the **Covenants**") shall only bind the owner(s) for the time being of the respective Burdened Land ("the **Burdened Land Owners**");

(2) The Burdened Land shall be bound by the Covenants and the Residents Society may enforce observance of the Covenants against the Burdened Land Owners; and

(3) Without derogating from these provisions, no covenant to enforce or impose the Covenants in respect of any lot or title shall be implied against Wolfbrook Residential No3 Limited ("**Wolfbrook**") and any such enforcement or application by Wolfbrook shall be carried out entirely at its own discretion.

SCHEDULE B

1. **Definitions**

1.1 In this instrument unless the context indicates otherwise:

Bins means the household rubbish and recycling bins provided by the Christchurch City Council for Lots 7-17 (inclusive) on Deposited Plan 582016;

Bin Storage Area means the area marked DI on Deposited Plan 582016;

Bin Storage Owners means the registered owners of Lots 7-17 (inclusive) on Deposited Plan 582016;

Cycle means bicycles, e-bikes, non-motorised scooters, e-scooters and other similar personal transportation devices;

Cycle Parking Area means the area marked DK on Deposited Plan 582016;

Cycle Park Owners means the registered owners of Lots 5, 8, 11, 12, 13, 14, 15, 16 on Deposited Plan 582016;

Owners means the registered owners of Lots 1-17 (inclusive) on Deposited Plan 582016, each lot also having a $1/17^{th}$ share of Lot 18 on Deposited Plan 582016;

Residents Society means 27 New Brighton Road Residents Society Incorporated (or any successor or replacement entity) being the Covenantee.

Annexure Schedule Page 2 of 3 Pages

Insert instrument type

Covenant Instrument

2. **Cycle Parking Covenants**

2.1 The Cycle Park Owners covenant with the Residents Society that they shall not:

(a) use the Cycle Parking Area for any purposes other than parking Cycles on a first come, first serve basis for one Cycle per Cycle Park Owner, and passing or re-passing with or without Cycles on the Cycle Parking Area; or

(b) construct, erect or permit to be constructed or erected on the Cycle Parking Area any new buildings or structures. For the avoidance of doubt, maintenance (including replacement) of existing structures and other improvements on the Cycle Parking Area by the Residents Society is permitted.

2.2 The Owners (except those Owners who are also Cycle Park Owners) covenant with the Residents Society that they shall not use the Cycle Parking Area for any purpose nor at any time restrict or otherwise impede the use or access by the Cycle Park Owners to the Cycle Parking Area.

3. **Bin Storage Covenants**

3.1 The Bin Storage Owners covenant with the Residents Society that they shall not:

(a) use the Bin Storage Area for any purposes other than storing Bins in a tidy and orderly manner and passing or re-passing with or without Bins at all times on the Bin Storage Area; or

(b) construct, erect or permit to be constructed or erected on the Bin Storage Area any new buildings or structures. For the avoidance of doubt, maintenance (including replacement) of existing structures and other improvements on the Bin Storage Area by the Residents Society is permitted.

3.2 The Owners (except those Owners who are also Bin Storage Owners) covenant with the Residents Society that they shall not use Bin Storage Area for any purpose nor at any time restrict or otherwise impede the use or access by the Bin Storage Owners to the Bin Storage Area.

4. **Breach of Covenants**

4.1 Should any Covenantor be in breach of any of the Covenants, the Residents Society may give the Covenantor written notice requiring the breach of any of the Covenants to be remedied within 5 days of receipt of the notice, and upon expiry of 5 days the sum of $300.00 per day shall be payable by the Covenantor until such time as the breach is remedied and the Residents Society in addition be entitled to recover all costs incurred

Annexure Schedule Page 3 of 3 Pages

Insert instrument type

Covenant Instrument

including all professional and legal costs calculated on a solicitor/client basis and to exercise any other remedies available.

4.2 The Covenantor will at all times keep indemnified the Residents Society from all proceedings, costs, claims and demands in respect of any breaches by the Covenantor of any of the covenants and restrictions contained or implied herein.

4.3 The Covenantor acknowledges that the rules and constitution of the Residents Society shall also apply in respect of any breaches of the Covenants contained in this instrument. Where there is any conflict between the rules and constitution of the Residents Society and these covenants, these covenants shall prevail.