View Instrument Details

Instrument No	9944197.12
Status	Registered
Date & Time Lodged	23 February 2015 15:07
Lodged By	Giles, Toby Ross
Instrument Type	Easement Instrument

Affected Computer Registers	Land District
678073	Canterbury
678074	Canterbury
678077	Canterbury

Annexure Schedule: Contains 11 Pages.

Grantor Certifications

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

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

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

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

I certify that the Caveator under Caveat 8992523.23 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☑

Signature

Signed by Toby Ross Giles as Grantor Representative on 23/02/2015 03:00 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Toby Ross Giles as Grantee Representative on 23/02/2015 03:01 PM

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

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Form B

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

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

Grantor

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

Grantee

NGAI TAHU PROPERTY JOINT VENTURES LIMITED as to a 1/2 share and
LINCOLN UNIVERSITY PROPERTY JOINT VENTURE LIMITED as to a 1/2 share

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 Covenant		678073 678074	678073 678074 678077

Form B - continued

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 require; 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]

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Creation of Land Covenants

The Grantor for itself and its successors in title **covenants and agrees** with the Grantee and its successors in title for the benefit of Lots 147, 156 and 1503 on Deposited Plan 482142 (collectively called the "Benefiting Lots") that:

1. The Grantor will at all times observe and perform all the covenants contained in this instrument **to the intent** that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the registered proprietors of the Benefiting Lots **provided that** the Grantor will be liable only for breaches of the covenants contained in this instrument which occur whilst the Grantor is the registered proprietor of the Land or any part of the Land;

Default Provisions

2. If there should be any breach or non-observance on the Grantor's part of any of the covenants contained in this instrument and without prejudice to any other liability which the Grantor may have to the Grantee and any person or persons having the benefit of those covenants the Grantor will upon written demand being made by the Grantee:

   (a) Pay to the person making such demand as liquidated damages the sum of $100.00 per day for any day such breach or non-observance of the covenants contained in this instrument continues after the date upon which written demand has been made; or

   (b) Remove or cause to be removed from the land any dwelling, building, structure or improvement so erected, repaired or completed in breach of the covenants contained in this instrument; or

   (c) Replace any building materials used in breach of the covenants contained in this instrument.

3. The Grantor will at all times indemnify and keep the Grantee indemnified from all losses, costs, claims and demands in respect of any breach or non-observance by the Grantor of the covenants contained in this instrument.

4. The Grantee will not call upon the Grantor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining land of the Grantee **provided** that this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.

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A INTERPRETATION

For the purposes of this Land Covenant, "the Developer" means Ngai Tahu Property Joint Ventures Limited and Lincoln University Property Joint Venture Limited whose address for service is

Ngai Tahu Property Limited
PO Box 130060
Christchurch
Attention: Te Whariki Manager

B The Grantor and their successors in title SHALL NOT:

1.1 Subdivision

Further subdivide any of Lots 147 or 156 whether by way of cross-lease, unit title, subdivision into separate lots or in any other way PROVIDED HOWEVER that this restriction will not apply to a subdivision that has the effect only of adjusting the boundaries between two adjoining lots.

1.2 Temporary Accommodation

Permit or suffer the property to be occupied or used as a residence either by the erection of temporary structures or the placing thereon of caravans or other vehicles used for human habitation.

1.3 Use Prior to Completion

Use the property as a residence before both of the following have been provided to the Grantee

a) a Code Compliance Certificate issued by the Selwyn District Council unless section 364(2) of the Building Act 2004 applies; and

b) a Producer Statement from a registered drain layer certifying that all stormwater runoff from the dwelling drains into the Council stormwater network. This provision shall be deemed to have been satisfied six months after the issuing of a Code Compliance Certificate for the first dwelling built on the lot.

1.4 Storage of Vehicles

Store any vehicles (including boats, trailers, caravans and motor-homes) in any structure such as a gazebo, lean-to or carport that is not fully enclosed.

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1.5 Noxious Weeds and Rubbish

Allow the accumulation or housing of any rubbish, noxious substances, noxious birds or animals which may be likely to cause nuisance or annoyance to the neighbouring occupiers, or permit grass or weeds to grow to such a height as to become unsightly.

1.6 Animals

Permit any dog or other pet to be kept in or about the property which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision, and in particular, without otherwise limiting this restriction, not to keep on or about the property any dog which in whole or part appears to be a Pit Bull Terrier, Rottweiler, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila. The keeping of pigeons is expressly prohibited.

1.7 Signs

Permit any advertisement, sign or hoarding of a commercial nature (excluding a professionally made "For Sale" sign) to be erected on any part of the property or dwelling, including any sign indicating that the dwelling is a Show Home, PROVIDED THAT under no circumstances shall any signage be affixed to any of the decorative fences referred to in clause 1.9.

1.8 Gas

Allow any portable gas cylinders or bottles to be placed on the Lot which are visible from the road, but this does not apply to gas bottles for use with outdoor barbeques or free-standing outdoor gas heaters.

1.9 Decorative Fences –Reserve Boundaries

In respect of Lot 156 which adjoins a Reserve:

a) remove or modify the decorative steel railing fence on the boundary between the Lot and the adjoining Reserve: and

b) build or permit to be built any building or structure within two metres of the boundary between the Lot and the adjoining Reserve. In this context, a building or structure shall not include a swimming pool or any structure the sole purpose of which is for landscaping but shall include any additional fencing

1.10 Dwelling Height

Erect on any Lot a dwelling greater in height than a single storey. The Grantee may, at the Grantee's sole discretion, approve plans with living areas situated within the roof cavity

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of the dwelling provided that there are no windows set into the roofline or gable area and that the only natural light permitted into the roof cavity is from skylights. Any such dwelling shall not be deemed to be in breach of this clause by virtue of its having a living area situated within the roof cavity.

1.11 New Materials

Erect or permit to be erected on the Lot any building using anything other than new materials PROVIDED THAT second-hand bricks may be allowed for exterior cladding at the Grantee's discretion. No pre-lived in or pre-built dwelling shall be transported on to the Lot.

1.12 Non-permitted Cladding Materials

Construct any building on the Lot with an external cladding of unrelieved flat sheet fibrolite, hardiflex, galvanised steel or similar materials PROVIDED THAT this restriction shall not apply to the cladding of soffits or gable ends.

1.13 Painting

Leave the outside of any dwelling unfinished, or any exterior walls or doors unpainted or unstained PROVIDED THAT this clause shall not apply where natural timber cladding or decorative brick, stone or concrete are used.

1.14 Building Materials

Use as a roofing material any material other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel) of a single colour or pre-painted long-run pressed steel (the use of zincalume shall not be permitted), nor exterior cladding of material other than clay brick, weather-board, concrete block, masonry, stucco, solid plaster or glazing or a combination of the above. Preferred building materials are detailed in the Grantee's Design Guidelines.

1.15 Fencing Materials

Erect or permit to be erected on the land any fence or boundary wall of any material containing cement board sheets or panels, corrugated iron, or metal sheeting.

1.16 Boundary Fencing – Road Frontage Setbacks

a) Interpretation

"Maximum Length" means 50% of the length of the Road Boundary

"Road Boundary" means a boundary between a Lot and any legal road

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"Side Boundary" means a boundary between a lot and an adjoining lot that is not a Road Boundary

"Total Length" means the total length of the fence taken in a line parallel to the road

b) Road Boundary Fencing – Lots 147 and 156,

The Grantor shall not permit any fence or other structure (other than a letterbox) to be erected in the area between the Road Boundary and a line drawn parallel to the Road Boundary, with the distance between such line and the Road Boundary being determined by those parts of the dwelling closest to the Road Boundary PROVIDED HOWEVER, that in recognition of the larger Road Boundary length of these lots and the desirability of allowing privacy, the Grantor shall be entitled to erect a fence closer to the Road Boundary than provided above so long as the fence is erected at least 1 metre from the Road Boundary and complies with the following requirements:

(i) The fence is constructed using primarily the same materials as the external walls of the dwelling

(ii) The fence is no higher than 1.8 metres above finished ground level

(iii) The Total Length of the fence does not exceed the Maximum Length. By way of illustration only, the Grantee Acknowledges that a curved fence, or a fence that is parallel to the boundary but which has a return, will comply with this restriction notwithstanding that in overall length such fence may exceed the Maximum Length.

1.17 Side Boundary Fences

a) Permit any fence to be erected on the common Side Boundaries between any of Lot 156 and Lot 157 DP 469509 and Lot 147 and Lot 208 DP 475244 within 1 metre of the point where the Side Boundary meets the Road Boundary and providing the fence complies with the following requirements:

(i) the fence is a maximum of 1.2 metres in height within 1 metre of the point where the Side Boundary meets the Road Boundary; and

(ii) the fence is raked at an angle of 30 degrees until it reaches its maximum height of 1.8 metres above finished ground level.

b) Permit any fence erected on the Lot or any boundary to exceed 1.8 metres generally above finished ground level.

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c) Permit any fence on the common Side Boundaries between Lot 156 and a reserve unless the fence complies with the following requirements:

(i) the fence is 1.2 metres in height at the point where it meets the boundary with the adjoining reserve (equal to the height of the decorative metal fence on the boundary with the reserve) and

(ii) the fence is raked at an angel of 30 degrees until it reaches its maximum height of 1.8 metres above finished ground level

1.18 Letterbox

Erect a dwelling without contemporaneously erecting a new letterbox of a design, colour and cladding consistent with the dwelling or fences, or as approved by the Grantee in accordance with clause 1.21.

1.19 Completion of Landscaping, Driveways and Paths

Permit the dwelling to be occupied unless all driveways and paths are completed in permanent materials, all wooden boundary fences are stained, and all unpaved areas are properly grassed or landscaped.

1.20 Satellite Dishes / Air Conditioning Units

a) Place or allow to be placed on the land or buildings any aerials or satellite dishes unless the same comply with the following requirements:

i) have a maximum diameter of one metre; and

ii) are situated at least four metres from the front facade of the dwelling; and

iii) are mounted below the ridgeline of the roof.

b) Place or allow to be placed on the land or any part of the buildings any external air conditioning unit visible from the road frontage of the Lot.

1.21 Grantee to Approve Plans

Commence any work on the property:

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a) Without submitting to the Grantee for its approval all building plans, including site plans (showing the position of the vehicle crossing, unless already fixed by the Grantee) specifications, fencing, landscaping plans and builder. Sole discretion lies with the Grantee in approving building and site plans, specifications, fencing and landscaping plans, which shall comply with the Design Guidelines provided by the Grantee, to the Grantee's satisfaction.

b) Which does not conform to the plans approved by the Grantee. Any variation to or deviation from the approved plans and Design Guidelines not approved by the Grantee will be a breach of this clause and subject to the provisions of clause 3.

PROVIDED THAT this clause 1.21 will cease to apply and be of no further effect from the date that a Code Compliance Certificate is issued for the first dwelling to be built on the Lot.

AND FURTHER PROVIDED THAT the Grantor acknowledges that the Grantee has no legal responsibility or liability for the enforcement, enforceability or applicability of these covenants, nor does the Grantee undertake to enforce or monitor compliance with these covenants on an ongoing basis.

1.22 Construction Fencing

Commence construction until temporary fencing has been erected on the entire length of all unfenced boundaries. The temporary fence must comprise removable wire or shade cloth (or other see-through material), be a minimum of 1.2 metres in height and have a rigid frame and in all circumstances be acceptable to the Developer at their sole discretion, and provide only one vehicle access to the lot from the road or right-of-way.

1.23 Construction Zone Areas

Commence construction until a vehicle crossing of no more than four metres width has been installed in a position approved by the Grantee (unless already formed by the Grantee), the kerb cut down at the crossing and the driveway from the road to the Lot formed and suitably based, in accordance with Selwyn District Council required standards. The Grantor shall not make any use of the adjoining lots (whether occupied or not) any berms (except at designated crossings) or footpaths for construction work or for access by vehicles. The Grantor shall be responsible for any damage caused directly from the construction of the dwelling by their contractors to berms footpaths or adjoining lots.

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1.24 Health and Safety Requirements

Permit any construction unless the building site complies with the requirements of the Health and Safety in Employment Act 1992 (or any Act passed in substitution).

1.25 Delivery of Materials

Undertake or permit during the course of construction the loading, unloading, delivery, or storage of building materials other than within the boundaries of the property.

1.26 Building Rubbish

Carry out any construction unless an adequate rubbish skip is present within the boundaries of the Lot at all times (and regularly emptied or replaced), nor allow during the course of construction any rubbish to blow outside the boundaries of the Lot.

1.27 Washing of Vehicles

During the course of construction allow any vehicles to be washed down other than within the boundaries of the Lot.

1.28 Portable Toilet Facility

Permit the Grantor's construction workers or contractors to use the property or any other area on the Plan for toileting purposes. Prior to construction commencing, the Grantor shall provide a suitable portable toilet facility within the boundaries of the Lot for use by the Grantor's construction workers and contractors.

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2 Dispute Resolution

Except as relates to the exercise of any discretion, opinion, approval or consent requested of the Grantee under these covenants, if any dispute arises between the parties concerning the covenants, then the parties shall enter into negotiations in good faith to resolve their dispute.

If the dispute is not resolved within twenty working days of the date on which the parties began their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.

If an arbitrator cannot be agreed upon within a further ten days, then an independent arbitrator will be appointed by the President for the time being of the Canterbury Branch of the New Zealand Law Society.

Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in substitution.