

# View Instrument Details



**Instrument No** 9876095.12  
**Status** Registered  
**Date & Time Lodged** 21 November 2014 14:58  
**Lodged By** Giles, Toby Ross  
**Instrument Type** Easement Instrument



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## Affected Computer Registers    Land District

675473	Canterbury
675474	Canterbury
675475	Canterbury
675476	Canterbury
675477	Canterbury
675478	Canterbury
675479	Canterbury
675480	Canterbury
675481	Canterbury
675482	Canterbury
675483	Canterbury
675484	Canterbury
675485	Canterbury
675486	Canterbury
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675501	Canterbury
675502	Canterbury
675503	Canterbury
675504	Canterbury
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675506	Canterbury
675507	Canterbury
675508	Canterbury
675509	Canterbury
675510	Canterbury
675511	Canterbury
675512	Canterbury
675513	Canterbury

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<b>Affected Computer Registers</b>	<b>Land District</b>
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675514	Canterbury
675515	Canterbury
675516	Canterbury
675517	Canterbury
675518	Canterbury
675519	Canterbury
675520	Canterbury
675523	Canterbury

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**Annexure Schedule:** Contains 12 Pages.

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**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 Toby Ross Giles as Grantor Representative on 17/11/2014 05:35 PM

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**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 17/11/2014 05:36 PM

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

**Form B**

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

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

**Grantor**

**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		675473	675473
		675474	675474
		675475	675475
		675476	675476
		675477	675477
		675478	675478
		675479	675479
		675480	675480
		675481	675481
		675482	675482
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		675484	675484
		675485	675485
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		675498	675498
		675499	675499
		675500	675500

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		675501	675501
		675502	675502
		675503	675503
		675504	675504
		675505	675505
		675506	675506
		675507	675507
		675508	675508
		675509	675509
		675510	675510
		675511	675511
		675512	675512
		675513	675513
		675514	675514
		675515	675515
		675516	675516
		675517	675517
		675518	675518
		675519	675519
		675520	675520
		675523	675523

**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 }~~

**Form L**

**Annexure Schedule**

Page of Pages

*Insert instrument type*

**Easement Instrument**

*Continue in additional Annexure Schedule, if required*

**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 all of Lots 80-114, 185-188, 190, 191, 193, 194, 196-198, 220, 369 and 370 (inclusive) on Deposited Plan 480767 (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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*Continue in additional Annexure Schedule, if required***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 80-114, 185-188, 190, 191, 193, 194, 196-198, 220, 369 and 370 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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*Continue in additional Annexure Schedule, if required***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 Lots 80, 83 and 369 which adjoin 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 except for 84, 89 and 187 a dwelling greater in height than a single storey. The Grantee may, at the Grantee's sole discretion, approve plans with

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living areas situated within the roof cavity 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 zinalume 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 80, 81, 84, 87, 89, 90-97, 104, 109, 114, 187, 188, 190, 191, 196-198, 220 and 370

The Grantor shall not permit any fence or other structure (other than a letterbox, and any decorative metal fence referred to in clause 1.9(a)) 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.

- c) Road Boundary Fencing – Lots 110-113,

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.

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- a) Permit any fence to be erected on the common Side Boundaries between any of Lots 80, 81, 84, 87, 89-97, 104-109, 187, 188, 190, 191, 196, 197 and 220 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.
  - (iii) Notwithstanding clauses 1.17(a) (ii) above, the common Side Boundary fences between the following Lots shall be exempt from the provisions of clauses 1.17(a) (ii): 110 and 198, 111 and 370, 112 and 370, 113 and 114.
- b) Permit any fence erected on the Lot or any boundary to exceed 1.8 metres generally 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

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- 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:

- 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.

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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.

**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.