



# View Instrument Details

|                               |                         |
|-------------------------------|-------------------------|
| <b>Instrument Type</b>        | Transfer                |
| <b>Instrument No</b>          | 13589622.1              |
| <b>Status</b>                 | Registered              |
| <b>Date &amp; Time Lodged</b> | 28 April 2026 11:30     |
| <b>Lodged By</b>              | Cunningham, Tania Maree |

|                                  |                      |
|----------------------------------|----------------------|
| <b>Affected Records of Title</b> | <b>Land District</b> |
| 1236026                          | Canterbury           |

## Transferors

GW Wilfield Limited

## Transferees

BFD Holdings Limited

## Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

## Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Andrew David Royds Tait as Transferor Representative on 28/04/2026 08:52 AM

## Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Chen Ling Irene Chua as Transferee Representative on 23/04/2026 04:51 PM

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



# View Instrument Details

|                               |                        |
|-------------------------------|------------------------|
| <b>Instrument Type</b>        | Transfer               |
| <b>Instrument No</b>          | 10934730.2             |
| <b>Status</b>                 | Registered             |
| <b>Date &amp; Time Lodged</b> | 07 November 2017 12:16 |
| <b>Lodged By</b>              | Palmer, Katrina Jane   |

|                                    |                      |
|------------------------------------|----------------------|
| <b>Affected Computer Registers</b> | <b>Land District</b> |
| 775317                             | Canterbury           |

## Transferors

GW Wilfield Limited

## Transferees

Margaret Ann Gray, Peter John Gray and B K Trustees (2015) Limited

## Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

## Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Andrew David Royds Tait as Transferor Representative on 06/11/2017 11:16 AM

## Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Alana Crampton as Transferee Representative on 07/11/2017 10:58 AM

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

# View Instrument Details



**Instrument No** 12080911.1  
**Status** Registered  
**Date & Time Lodged** 12 April 2021 09:43  
**Lodged By** Tait, Andrew David Royds  
**Instrument Type** Partial Revocation of Land Covenant under s116(1)(c) LTA 2017



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| Affected Records of Title | Land District |
|---------------------------|---------------|
|---------------------------|---------------|

|        |            |
|--------|------------|
| 775317 | Canterbury |
| 866592 | Canterbury |
| 866593 | Canterbury |
| 982834 | Canterbury |
| 982835 | Canterbury |
| 985831 | Canterbury |

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|                            |                                |
|----------------------------|--------------------------------|
| <b>Affected Instrument</b> | Easement Instrument 10718118.4 |
|----------------------------|--------------------------------|

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**Annexure Schedule** Contains 1 Pages.

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## 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 Andrew David Royds Tait as Covenantor Representative on 09/04/2021 03:20 PM

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## 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 ☒

## Signature

Signed by Andrew David Royds Tait as Covenantee Representative on 12/04/2021 09:34 AM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6264  
**COVENANT INSTRUMENT TO REVOKE LAND COVENANT**  
 Section 116(1)(c) Land Transfer Act 2017

**Covenantor***Surname(s) must be underlined or in CAPITALS.*

GW Wilfield Limited

**Covenantee***Surname(s) must be underlined or in CAPITALS.*

BK Trustees (2015) Limited, Margaret Ann Gray, Peter John Gray, Andrew Wilson Garnett, Anita Yvonne Garnett,  
 Christopher Douglas Burton, Ian Russell Shephard, Sophie Louise Elliott, GW Wilfield Limited

**Revocation of Covenant**

The Covenantee, being the registered owner of the benefited land(s) set out in Schedule A, revokes to the Covenantor the covenant(s) set out in Schedule A, and the Covenantor accepts the revocation of those covenant(s).

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

| Purpose of covenant | Creating Instrument number | Burdened Land (Record of Title) <sup>1</sup>              | Benefited Land (Record of Title) <sup>2</sup> or in gross                                                                            |
|---------------------|----------------------------|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Land Covenants      | 10718118.4                 | Lots 276, 277 and 723 DP558751 (982834) (982835) (985831) | Lot 163 DP508829, Lots 262 and 263 DP531293 and Lots 276, 277 and 723 DP558751 (775317) (866592) (866593) (982834) (982835) (985831) |

<sup>1</sup> If only part of the covenant is to be revoked, include the full legal description which defines that part.

<sup>2</sup> If only part of the covenant is to be revoked, include the full legal description which defines that part.

# View Instrument Details



**Instrument No** 10150117.4  
**Status** Registered  
**Date & Time Lodged** 21 August 2015 13:33  
**Lodged By** Winter, Matthew James  
**Instrument Type** Easement Instrument



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**Affected Computer Registers    Land District**

|           |            |
|-----------|------------|
| CB10A/296 | Canterbury |
| CB11A/748 | Canterbury |
| CB549/209 | Canterbury |

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**Annexure Schedule:** Contains 3 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 | <input checked="" type="checkbox"/> |
| I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument             | <input checked="" type="checkbox"/> |
| I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply       | <input checked="" type="checkbox"/> |
| I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period   | <input checked="" type="checkbox"/> |
| Mortgage 269085.2 does not affect the servient tenement, therefore the consent of the Mortgagee is not required                               | <input checked="" type="checkbox"/> |
| I certify that the Mortgagee under Mortgage A108395.1 has consented to this transaction and I hold that consent                               | <input checked="" type="checkbox"/> |

**Signature**

Signed by Matthew James Winter as Grantor Representative on 21/08/2015 12:11 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 | <input checked="" type="checkbox"/> |
| I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument             | <input checked="" type="checkbox"/> |
| I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply       | <input checked="" type="checkbox"/> |
| I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period   | <input checked="" type="checkbox"/> |

**Signature**

Signed by Howard John Dawson as Grantee Representative on 18/08/2015 12:48 PM

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

0000/0000/00

2009/6229EF  
APPROVED  
Registrar-General of Land

## Michael John RICKERBY and Diana Iija RICKERBY

**Michael John RICKERBY and Diana Tija RICKERBY**

## John Stewart BISPHAM and David John CLARK

John Stewart BISPHAN and David John CLARK

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)

| Purpose (Nature and | Shown (plan | Servient Tenement | Dominant Tenement |
|---------------------|-------------|-------------------|-------------------|
|---------------------|-------------|-------------------|-------------------|

*Continue in additional Annexure Schedule, if required*

| Purpose (Nature and extent) of easement; <i>profit</i> or covenant | Shown (plan reference)         | Servient Tenement (Computer Register) | Dominant Tenement (Computer Register) or in gross |
|--------------------------------------------------------------------|--------------------------------|---------------------------------------|---------------------------------------------------|
| <b>Land Covenants<br/>(continued on annexure<br/>schedule 1)</b>   | <b>Rural section<br/>10802</b> | <b>CB10A/296</b>                      | <b>CB549/209 and CB11A/748</b>                    |

**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 **1** ]

## Annexure Schedule 1

Page 3 of 3 Pages

2009/5043EF  
APPROVED  
Registrar-General of Land

*Insert instrument type*

Easement Instrument

*Continue in additional Annexure Schedule, if required***Provisions applying to Land Covenants**Recitals

- 1 The Grantor is the registered proprietor of an estate in fee simple in the Servient tenement.
- 2 The Grantee is the registered proprietor of an estate in fee simple in the Dominant tenement.
- 3 The Grantor creates for the benefit of the Dominant tenement the land covenants set out in Schedule B over the Servient tenement to the intent that the Servient tenement shall be bound by the stipulations and restrictions set out in Schedule B and such that the owners and occupiers for the time being of the Dominant tenement may enforce the observance of the stipulations against the owners for the time being of the Servient tenement.
- 4 The Grantee and the Grantor hereby request that the covenants set out in Schedule B be noted against the certificates of title for the dominant tenement and the Servient tenement.

**Schedule B**

- 1 The Grantor covenants:
  - 1.1 Upon receipt of a written request from the Grantee the Grantor will provide written approval and, if also requested by the Grantee, support, in such form as the Grantee may reasonably require:
    - (a) to any subdivision of the Dominant tenement;
    - (b) to any application for any resource consent or other regulatory permission:
      - (i) the subdivision of the Dominant tenement,
      - (ii) relating to the subdivision of the Dominant tenement including, but not limited to,
        - (aa) water supply to the Dominant tenement, including the subdivided Dominant tenement,
        - (bb) stormwater treatment and disposal relating to the Dominant tenement, including the subdivided Dominant tenement,
        - (cc) sewage treatment and disposal relating to the Dominant tenement, including the subdivided Dominant tenement.
  - 1.2 Not to make, lodge, be a party to, provide assistance in respect of, finance or contribute towards the cost of any request, complaint, submission, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to restrict, prevent or prohibit the subdivision of the Dominant tenement and the other matters described at clause 1.1 hereof.
  - 1.3 The Grantor will design, construct and operate chicken sheds in accordance with good trade practice and using tunnel ventilation and shall use best endeavours to minimise discharge of air over the Dominant tenement.

# View Instrument Details



**Instrument No** 10718118.4  
**Status** Registered  
**Date & Time Lodged** 02 May 2017 14:07  
**Lodged By** Tait, Andrew David Royds  
**Instrument Type** Easement Instrument



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**Affected Computer Registers    Land District**

|        |            |
|--------|------------|
| 775315 | Canterbury |
| 775316 | Canterbury |
| 775317 | Canterbury |

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**Annexure Schedule:** Contains 6 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 | <input checked="" type="checkbox"/> |
| I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument             | <input checked="" type="checkbox"/> |
| I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply       | <input checked="" type="checkbox"/> |
| I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period   | <input checked="" type="checkbox"/> |
| I certify that the Mortgagee under Mortgage 10309261.4 has consented to this transaction and I hold that consent                              | <input checked="" type="checkbox"/> |

**Signature**

Signed by Andrew David Royds Tait as Grantor Representative on 27/03/2017 03:44 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 | <input checked="" type="checkbox"/> |
| I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument             | <input checked="" type="checkbox"/> |
| I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply       | <input checked="" type="checkbox"/> |
| I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period   | <input checked="" type="checkbox"/> |

**Signature**

Signed by Andrew David Royds Tait as Grantee Representative on 27/03/2017 03:45 PM

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

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

**Grantor**

**GW WILFIELD LIMITED**

**Grantee**

**GW WILFIELD LIMITED**

**Grant of easement or *profit á 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) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

**Schedule A**

*Continue in additional Annexure Schedule if required.*

| Purpose (nature and extent) of easement, <i>profit</i> , or covenant | Easement Land Shown (plan reference) | Servient tenement (Computer Register)                          | Dominant tenement (Computer Register) <i>or in gross</i>       |
|----------------------------------------------------------------------|--------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|
| Land covenants                                                       | DP508829                             | DP508829 775315-775317 (inclusive)<br>Lots 161-163 (inclusive) | DP508829 775315-775317 (inclusive)<br>Lots 161-163 (inclusive) |

**Easements or *profit á 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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the fifth schedule of the Property Law Act 2007.

The implied rights and powers are ~~[varied]~~ ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~

~~the provisions set out in Annexure Schedule 2.~~

**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 2].~~

**ANNEXURE SCHEDULE 1**  
**WILFIELD - PROTECTIVE COVENANTS**

**The Grantor covenants with the Grantee that the Grantor shall not:**

1. Permit any works to be carried out on the Servient Tenement (including site preparation) prior to the erection and completion of all side and rear boundary fences in accordance with clause 12 below and that the berm and kerb crossing up to and including road metalling (where not completed by the Grantee prior to possession) must be completed prior to construction of the dwelling.
2. Locate on the Servient Tenement or permanent storage containers which in the Grantee's sole discretion is deemed to be visually obtrusive. In the event the Grantee notifies the Grantor of non-compliance with this covenant, the Grantee may, following 7 days notice to the Grantor and at their discretion, remove such building/structure and recover reasonable costs incurred, from the Grantor;
3. Alter the contour of the Servient Tenement by means of blocking or re-routing natural contours carrying rainfall run-off without the specific approval of the Grantee;
4. Permit the Servient Tenement to be occupied or used as a residence either prior to the dwelling being completed (including driveways, pathways, landscaping and seeding of lawns visible from the road boundary frontage) and a Code Compliance Certificate has been issued by the Selwyn District Council or by the placing on the Servient Tenement caravans and/or vehicles used for human habitation.
5. Erect or permit to be erected or placed on the Servient Tenement any dwelling house greater than one storey on any lot with a net area of less than 1,500m<sup>2</sup>;
6. Further subdivide or build more than one dwelling on the Servient Tenement or use the Servient Tenement to assist with the development and/or subdivision of any land adjacent to the Grantee's development. However the Grantee retains the right at all times to further subdivide or approve any other subdivision of any lot or any future stages of the Wilfield Development. This Clause 6 shall expire and be of no further effect on 31<sup>st</sup> December 2025.
7. Erect any building other than a dwelling house or ancillary buildings (or any other building which has specific approval from the Grantee) in accordance with plans (including site plan, landscape plan and external colour scheme) that have been approved by the Grantee<sup>1</sup> in its sole discretion prior to the commencement of building with such approval following the Development Information Booklet guidelines. In considering plans for approval the Grantee shall take into account architectural merit, colours, materials and visual appearance. A construction bond of

\$2,000 is payable to the Grantee prior to any construction works taking place. This Clause 7 shall expire and be of no further effect on 31<sup>st</sup> December 2025.

8. Construct a driveway of materials other than of fixed solid materials such as coloured stamped/stencilled or exposed aggregate concrete, asphaltic concrete, concrete cobblestones or pavers or similar. On lots of 3,000m<sup>2</sup> or greater, such requirement shall be limited to the initial 10 metres from the legal road frontage. However all driveway materials shall be compacted to avoid being tracked onto the road or right of way. The maximum width of the road crossing shall be 4.8 metres at the road boundary and should be off-set a minimum of 750mm from the side boundary to allow for landscaping. Such driveway is to be completed in accordance with clause 4 above. Where a swale or other feature exists between the road and the Servient Tenement, the driveway crossing the swale shall be constructed in the location, manner and form directed by the Grantee and/or the Selwyn District Council. Where the Grantee has constructed a sealed driveway to the Servient Tenement, this access point must be used by the Grantee as the primary driveway entry. This entry point may not be removed or relocated without the prior written consent of the Grantee prior to 31<sup>st</sup> December 2025.
9. Attach to or protrude from the front (or the side within 7 metres of the road boundary) of the dwelling house, garage or other structure any fixture including but not limited to air-conditioning units, television or radio aerials, satellite dishes, and/or solar panels that in the Grantee's sole discretion are obtrusive.
10. Permit the installation of control equipment for gas or meter boxes visible on the road front elevation of the dwelling;
11. Erect or permit to be erected on the Servient Tenement any fence or boundary wall:
  - a) within 3.0 metres of the road boundary<sup>h</sup> except on:
    - (i) lots which have road frontage on two boundaries, where fencing on the secondary road frontage may be permitted on the boundary;
    - (ii) street front fencing on lots specified in (i) above shall be of similar materials to the dwelling;
    - (iii) where the secondary road frontage is fenced on the boundary in (i) above, such fencing shall be finished at least 1.0 metre behind the main building line;
    - (iv) approval of fence design may be declined at the Grantee's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision;
    - (v) however at all times such fencing shall comply with the District Plan rules.
  - b) on boundaries fronting a reserve or waterway that has not received specific design approval of the Grantee. Such fences shall use the design as specified by the Grantee. Approval of

fence design may be declined at the Grantee's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision or neighbouring amenity. Fencing fronting reserves shall be of 'open' style for a minimum of 50% of the reserve boundary<sup>iii</sup>;

- c) on the internal boundaries of a height greater than 2.0 metres above the surrounding finished ground level and of materials other than new timber. All internal boundary fences shall be constructed from masonry or solid timber or in the form of a paling fence and timber capping unless otherwise approved by the Grantee;
  - d) On lots with an area of 3,000m<sup>2</sup> or greater any fence other than rural style being post and rail. Where a lot of equal or greater than 3,000m<sup>2</sup> shares a boundary with a lot less than 3,000m<sup>2</sup>, this covenant shall not apply;
  - e) On lots with an area of 1Ha or greater any fence other than rural style being post and wire. However the Grantee retains the right at all times to erect boundary fencing on any boundary. Such fencing erected by the Grantee shall not be removed without prior written consent of the Grantee. This Clause 11 shall expire and be of no further effect on 31<sup>st</sup> December 2025.
12. Cause any damage to landscaping, irrigation, berms and kerbs contained within the legal road reserve either in front of or adjacent to the Servient Tenement. Should damage occur, the Grantor shall immediately repair such damage. If such damage is not immediately repaired, the Grantee shall have the right to rectify such damage with the reasonable costs of rectifying such damage to be met by the Grantor, payable on demand.
13. Remove or relocate from the Servient Tenement any fence, tree or shrub constructed or installed by the Grantee that is within 3.0 metres of any boundary without the prior written consent of the Grantee. This Clause 13 shall expire and be of no further effect on 31<sup>st</sup> December 2025.
14. Permit any rubbish, including builder's waste materials to accumulate or to be placed upon the Servient Tenement or any adjoining lot or permit grass or weeds to grow to a height exceeding 150mm. The Grantee shall have the right to remove any building materials from the site or any adjoining site or to maintain the site in a reasonable condition, that in their sole discretion, if left in their state, may be detrimental to the amenity of the subdivision with the reasonable costs to be met by the Grantor, payable on demand.
15. Permit the erection of any sign on the Servient Tenement other than a professionally sign written and installed sign marketing the dwelling or section for sale. The Grantee will only permit the erection of signage indicating a business if such signage is acceptable in the sole discretion of the Grantee and prior written consent is obtained. The Grantee shall have the right to remove any sign, which in the sole discretion of the Grantee is unacceptable without prior warning.

16. Permit the dwelling to be used as a show home without the prior written consent of the Grantee. The Grantee shall retain sole discretion over the number of dwellings to be used for show homes purposes. This Clause 16 shall expire and be of no further effect on 31<sup>st</sup> December 2025.

**General Covenants:**

17. In the event that the Grantor disagrees with an exercise of discretion by the Grantee under clause 7 above then the matter shall be referred to an architect nominated by the Grantee. The consent of the Grantee shall be deemed to be given if such architect certifies that the proposed buildings and improvements on the Servient Tenement are appropriate and suitable for a high quality residential subdivision and will not have any adverse effect on the other lots.
18. The Grantee shall neither be required nor be liable to enforce such above covenants.
19. The Grantor (including the Grantor's successors in title and subsequent assignees) covenant with the Grantee (including any subsidiary or associated company of the Grantee or successor or assigns to the Grantee) that they will not oppose, object to, frustrate or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder the Grantee from progressing and completing the Grantee's Wilfield development plans and/or effecting any zone change and/or subdivision and/or resource consents needed to generally give effect to the Wilfield Development. This covenant by the Grantor applies (without limitation) to any Resource Consent application, Environment Court application or Territorial Authority Building Consent application or other necessary consent process involving, such development, and the benefit of this covenant also applies to any adjoining or neighbouring property the Grantee may own or subsequently purchase to progress such development.
20. The Grantor (including the Grantor's successors and subsequent assignees) indemnifies the Selwyn District Council from all liability to contribute to the costs of erection and maintenance of boundary fences between reserves and adjoining allotments. Such cost shall be the sole responsibility of the Grantor.
21. In this instrument the following words have the following meanings:
- “Grantor” means and includes all persons executing this instrument as Grantor, its subsidiaries and associated companies and their executors, administrators, assigns and successors in title; and
- “Grantee” means GW Wilfield Limited.

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<sup>i</sup> For the avoidance of doubt, the Grantee shall be read as the Developer (GW Wilfield Ltd) for the purposes of Plan Approvals.

<sup>ii</sup> The Grantee retains the right to approve fencing within 3.0m of the road frontage due to the irregular shape, size or orientation of the lot. For the removal of doubt, the word 'road' includes right of way and access lot or any lot to vest in the Selwyn District Council.

<sup>iii</sup> The Grantee may at their sole discretion approve solid fencing greater than 50% of the frontage of any reserve lot if such increase is required for privacy or design purposes.

## View Instrument Details

|                               |                                                              |
|-------------------------------|--------------------------------------------------------------|
| <b>Instrument No</b>          | 13377925.21                                                  |
| <b>Status</b>                 | Registered                                                   |
| <b>Lodged By</b>              | Tait, Andrew David Royds                                     |
| <b>Date &amp; Time Lodged</b> | 11 Aug 2025 10:38                                            |
| <b>Instrument Type</b>        | Consent Notice under s221(4)(a) Resource Management Act 1991 |

| Affected Records of Title | Land District |
|---------------------------|---------------|
|---------------------------|---------------|

|         |            |
|---------|------------|
| 1235994 | Canterbury |
| 1235995 | Canterbury |
| 1235996 | Canterbury |
| 1235997 | Canterbury |
| 1235998 | Canterbury |
| 1235999 | Canterbury |
| 1236000 | Canterbury |
| 1236001 | Canterbury |
| 1236002 | Canterbury |
| 1236003 | Canterbury |
| 1236004 | Canterbury |
| 1236005 | Canterbury |
| 1236006 | Canterbury |
| 1236007 | Canterbury |
| 1236008 | Canterbury |
| 1236009 | Canterbury |
| 1236010 | Canterbury |
| 1236011 | Canterbury |
| 1236012 | Canterbury |
| 1236013 | Canterbury |
| 1236014 | Canterbury |
| 1236015 | Canterbury |
| 1236016 | Canterbury |
| 1236017 | Canterbury |
| 1236018 | Canterbury |
| 1236019 | Canterbury |
| 1236020 | Canterbury |
| 1236021 | Canterbury |
| 1236022 | Canterbury |
| 1236023 | Canterbury |
| 1236024 | Canterbury |
| 1236025 | Canterbury |
| 1236026 | Canterbury |
| 1236027 | Canterbury |
| 1236028 | Canterbury |
| 1236029 | Canterbury |
| 1236030 | Canterbury |
| 1236057 | Canterbury |
| 1236031 | Canterbury |

| <b>Affected Records of Title</b> | <b>Land District</b> |
|----------------------------------|----------------------|
| 1236032                          | Canterbury           |
| 1236033                          | Canterbury           |
| 1236034                          | Canterbury           |
| 1236035                          | Canterbury           |
| 1236036                          | Canterbury           |
| 1236056                          | Canterbury           |
| 1236037                          | Canterbury           |
| 1236038                          | Canterbury           |
| 1236039                          | Canterbury           |
| 1236040                          | Canterbury           |
| 1236041                          | Canterbury           |
| 1236042                          | Canterbury           |
| 1236043                          | Canterbury           |
| 1236044                          | Canterbury           |
| 1236045                          | Canterbury           |
| 1236046                          | Canterbury           |
| 1236047                          | Canterbury           |
| 1236048                          | Canterbury           |
| 1236049                          | Canterbury           |
| 1236050                          | Canterbury           |
| 1236051                          | Canterbury           |

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|                          |                  |
|--------------------------|------------------|
| <b>Annexure Schedule</b> | Contains 1 Pages |
|--------------------------|------------------|

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**Signature**

Signed by Andrew David Royds Tait as Territorial Authority Representative on 16/07/2025 11:01 AM

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

IN THE MATTERof the Resource Management  
Act 1991ANDIN THE MATTERof Resource Consents  
RC235637 & RC245111 and  
Deposited Plan 616175**CONSENT NOTICE PURSUANT TO S. 221 RESOURCE MANAGEMENT ACT 1991**

To: The District Land Registrar  
Canterbury Land Registration District

TAKE NOTICE that the land hereinafter described is subject to conditions in relation to a subdivision

*"That pursuant to S221 of the RMA, a consent notice shall be registered against the Record of Title for each residential lot stating the following:*

- a) Solar power shall be installed and used for each residential site for the purposes of reducing the properties reliance on electricity.*
- b) Rainwater shall be collected and used for irrigation purposes with a minimum tank size of 500l for each residential site.*
- c) ~~Each residential site shall achieve Homestar 6 or equivalent as approved by an appropriately qualified person. [Achieving all the requirements specified on the Sustainable Home Checklist attached to RC225425 is considered to achieve an equivalent to Homestar 6]~~*
- d) For all allotments with a net area greater than 3,000m<sup>2</sup>, no less than 15% of the site shall be planted in native vegetation, which shall include hedgerows on fence lines. The consent notice shall be prepared and registered by Council's solicitor at the request and expense of the consent holder."*

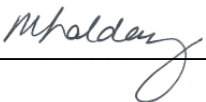
AND THAT you are hereby requested to register the same pursuant to Section 221 of the Resource Management Act 1991.

**DESCRIPTION OF LAND**

All those pieces of land being Lots 608-644, 645, 646-651, 652, 653 and 749-762 DP 616175 as held in Records of Title 1235994-1236030, 1236057, 1236031-1236036, 1236056, 1236037 and 1236038-1236051.

DATED this 15<sup>th</sup> of July 2025

SIGNED for and on behalf of Selwyn District Council

 Authorised Officer



## View Instrument Details

|                               |                          |
|-------------------------------|--------------------------|
| <b>Instrument No</b>          | 13132328.5               |
| <b>Status</b>                 | Registered               |
| <b>Lodged By</b>              | Tait, Andrew David Royds |
| <b>Date &amp; Time Lodged</b> | 15 Apr 2025 14:38        |
| <b>Instrument Type</b>        | Court Order              |

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|                                  |                      |
|----------------------------------|----------------------|
| <b>Affected Records of Title</b> | <b>Land District</b> |
| 1081479                          | Canterbury           |
| 1177346                          | Canterbury           |

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|                          |                  |
|--------------------------|------------------|
| <b>Annexure Schedule</b> | Contains 3 Pages |
|--------------------------|------------------|

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### Applicant Certifications

I certify this instrument is a correct copy of a sealed copy of the court order



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



### Signature

Signed by Andrew David Royds Tait as Applicant Representative on 24/02/2025 03:18 PM

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

DUPLICATE

CIV-2023-409-118

In the High Court of New Zealand  
Christchurch Registry

I Te Kōti Matua O Aotearoa  
Ōtautahi Rohe

In the matter of      Part 19 High Court Rules and ss 316-317 Property Law  
Act 2007

And

In the matter of an  
application by      **GW Wilfield Limited**, a duly incorporated  
company having its registered office at GW Office  
Limited, 139 Blenheim Road, Riccarton, Christchurch,  
for an order extinguishing easement instruments

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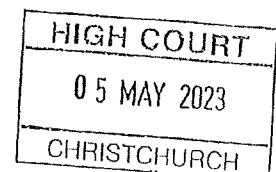
**Sealed orders extinguishing easement instruments**

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**R H O D E S   &   C O**

Lawyers  
P O Box 13 444, Christchurch  
Tel (03) 365 0579 Fax (03) 366 1715  
J E Bayley [jebayley@rhodes.co.nz](mailto:jebayley@rhodes.co.nz)  
[www.rhodes.co.nz](http://www.rhodes.co.nz)



To The Registrar of the High Court at Christchurch

1 The originating application made by GW Wilfield Limited on 28 March 2023 was determined by the Honourable Justice Dunningham on 5 May 2023.

2 The determination was made without a hearing.

3 The following orders were made:

(a) granting leave under r 19.5 of the High Court Rules for this proceeding to be brought by way of originating application;

(b) directing that, pursuant to ss 316 and 317 of the Property Law Act 2007:

(i) Easement Instrument 10339794.9 shall be extinguished from any land contained within Record of Title 839859 (Canterbury Registry) (including any record or records of title subsequently issuing therefrom) where that land is surveyed and deposited/approved to vest as road or reserve in accordance with ss 238 or 239 of the Resource Management Act 1991;

(ii) Easement Instrument 10532652.12 shall be extinguished from any land contained within Record of Title 839859 (Canterbury Registry) (including any record or records of title subsequently issuing therefrom) where that land is surveyed and deposited/approved to vest as road or reserve in accordance with ss 238 or 239 of the Resource Management Act 1991;

(iii) Easement Instrument 10596830.9 shall be extinguished from any land contained within Record of Title 839859 and 985831 (Canterbury Registry) (including any record or records of title subsequently issuing therefrom) where that land is surveyed



2

and deposited/approved to vest as road or reserve in accordance with ss 238 or 239 of the Resource Management Act 1991;

- (iv) Easement Instrument 10684724.14 shall be extinguished from any land contained within Records of Title 839859 and 985831 (Canterbury Registry) (including any record or records of title subsequently issuing therefrom) where that land is surveyed and deposited/approved to vest as road or reserve in accordance with ss 238 or 239 of the Resource Management Act 1991;
  - (v) Easement Instrument 10718118.4 shall be extinguished from any land contained within Record of Title 985831 (Canterbury Registry) (including any record or records of title subsequently issuing therefrom) where that land is surveyed and deposited/approved to vest as road or reserve in accordance with ss 238 or 239 of the Resource Management Act 1991; and
- (c) granting leave to apply for a variation of these orders should any issue arise as to their implementation.

Date: *Friday 5 May 2023*

**M. Harris**

Signature: \_\_\_\_\_

~~Registrar~~ / Deputy Registrar



# View Instrument Details



**Instrument No** 12594373.1  
**Status** Registered  
**Date & Time Lodged** 02 December 2022 12:18  
**Lodged By** Tait, Andrew David Royds  
**Instrument Type** Partial Revocation of Land Covenant under s116(1)(c) LTA 2017



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| Affected Records of Title | Land District |
|---------------------------|---------------|
|---------------------------|---------------|

|         |            |
|---------|------------|
| 1081478 | Canterbury |
| 1081479 | Canterbury |
| 866592  | Canterbury |
| 866593  | Canterbury |
| 982834  | Canterbury |
| 982835  | Canterbury |
| 985831  | Canterbury |

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|                            |                                |
|----------------------------|--------------------------------|
| <b>Affected Instrument</b> | Easement Instrument 10718118.4 |
|----------------------------|--------------------------------|

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**Annexure Schedule** Contains 1 Pages.

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## 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 Andrew David Royds Tait as Covenantor Representative on 02/12/2022 12:17 PM

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## 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 ☒

## Signature

Signed by Andrew David Royds Tait as Covenantee Representative on 02/12/2022 12:17 PM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6264  
**COVENANT INSTRUMENT TO REVOKE LAND COVENANT**  
 Section 116(1)(c) Land Transfer Act 2017

**Covenantor***Surname(s) must be underlined or in CAPITALS.*

GW Wilfield Limited

**Covenantee***Surname(s) must be underlined or in CAPITALS.*

BK Trustees (2015) Limited, Margaret Ann GRAY, Peter John GRAY, GW Wilfield Limited, Andrew Wilson GARNETT, Anita Yvonne GARNETT, Christopher Douglas BURTON, Ian Russell SHEPHARD, Sophie Louise ELLIOTT, Alan Mark LYONS, Barbara Dawn LYONS, JEM Builders Limited

**Revocation of Covenant**

The **Covenantee**, being the registered owner of the benefited land(s) set out in Schedule A, **revokes to the Covenantor** the covenant(s) set out in Schedule A, **and the Covenantor accepts the revocation** of those covenant(s).

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

| Purpose of covenant | Creating Instrument number | Burdened Land<br>(Record of Title) <sup>1</sup>         | Benefited Land<br>(Record of Title) <sup>2</sup> or in gross                                                                                     |
|---------------------|----------------------------|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Land Covenants      | 10718118.4                 | Lot 2 DP578461 and Lot 723 DP 558751 (1081479) (985831) | Lots 1 and 2 DP578461, Lots 262 and 263 DP531293, Lots 276, 277 and 723 DP558751 (1081478) (1081479) (866592)(866593 )(982834) (982835) (985831) |

<sup>1</sup> If only part of the covenant is to be revoked, include the full legal description which defines that part.

<sup>2</sup> If only part of the covenant is to be revoked, include the full legal description which defines that part.