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

Affected Computer Registers	Land District
CB10A/296	Canterbury
CB11A/748	Canterbury
CB549/209	Canterbury

Annexure Schedule: Contains 3 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	☑
Mortgage 269085.2 does not affect the servient tenement, therefore the consent of the Mortgagee is not required	☑
I certify that the Mortgagee under Mortgage A108395.1 has consented to this transaction and I hold that consent	☑

Signature

Signed by Matthew James Winter as Grantor Representative on 21/08/2015 12:11 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 Howard John Dawson as Grantee Representative on 18/08/2015 12:48 PM

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

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

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

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

Michael John RICKERBY and Diana Tija RICKERBY

Grantee

John Stewart BISPHAN and David John CLARK

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

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

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

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 temement;

(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	12986165.21
Status	Registered
Date & Time Lodged	22 July 2024 14:28
Lodged By	Tait, Andrew David Royds
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

Affected Records of Title	Land District
1177277	Canterbury
1177278	Canterbury
1177279	Canterbury
1177280	Canterbury
1177281	Canterbury
1177282	Canterbury
1177283	Canterbury
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1177340	Canterbury

Annexure Schedule Contains 1 Pages.

Signature

Signed by Andrew David Royds Tait as Territorial Authority Representative on 18/07/2024 10:41 AM

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

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of Resource Consents RC235637 & RC245111 and Deposited Plan 602505

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

"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) For all allotments with a net area greater than 3,000m2, 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 300-309, 312-314, 352-375, 425-428, 600-607, 701-708 and 710-716, DP 602505 as held in Records of Title 1177277 - 1177340.

DATED this 2nd day of July 2024

SIGNED for and on behalf of Selwyn District Council

_____Authorised Officer

View Instrument Details

Instrument Type	Transfer
Instrument No	13311326.2
Status	Registered
Date & Time Lodged	28 May 2025 10:07
Lodged By	Skerrett, Annaleise Victoria

Affected Records of Title	**Land District**
1177289	Canterbury

Transferors

GW Wilfield Limited

Transferees

Jonathan Matthew Sanders, Olivia Rosalind McFarlane and Westmere Trustee 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 27/05/2025 12:02 PM

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 John Victor Dallison as Transferee Representative on 27/05/2025 02:42 PM

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

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View Instrument Details

Instrument No	12986165.17
Status	Registered
Date & Time Lodged	22 July 2024 14:28
Lodged By	Tait, Andrew David Royds
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
1177277	Canterbury
1177278	Canterbury
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1177281	Canterbury
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Annexure Schedule Contains 5 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Andrew David Royds Tait as Covenantor Representative on 18/07/2024 10:41 AM

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 18/07/2024 10:41 AM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6263

COVENANT INSTRUMENT TO NOTE LAND COVENANT

Sections 116(1)(a) & (b) 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.*

GW WILFIELD LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants	**DP 602505**	**Lots 300-309, 312-314, 352-375, 425-428, 600-607, 701-708, 710-716 (1177277-1177340)**	**In Gross**

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

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

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

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

[Annexure Schedule 1].

REF: 7200 – © AUCKLAND DISTRICT LAW SOCIETY INC. 2018

ANNEXURE SCHEDULE 1

WILFIELD - PROTECTIVE COVENANTS

The Covenantor shall not:

1. Permit any works to be carried out on the Burdened Land (including site preparation) prior to the erection and completion of all side and rear boundary fences in accordance with clause 11 below. Furthermore the berm and kerb crossing up to and including road metalling (where not completed by the Covenantee prior to possession) must be completed prior to construction of the dwelling on the Burdened Land.
2. Locate on the Burdened Land temporary or permanent storage containers which in the Covenantee's sole discretion deems to be visually obtrusive. In the event the Covenantee notifies the Covenantor of non-compliance with this covenant, the Covenantee may, following 7 days' notice to the Covenantor and at their discretion, remove such building/structure and recover the reasonable costs as are incurred, from the Covenantor;
3. Alter the land contour of the Burdened Land by means of blocking or re-routing natural contours carrying rainfall run-off without the specific approval of the Covenantee;
4. Permit the said Burdened Land 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 thereon of caravans and/or vehicles used for human habitation.
5. Erect or permit to be erected or placed on the Burdened Land any dwelling house greater than one storey on any lot with a net area of less than 1,500m^2;
6. Further subdivide or build more than one dwelling unit on the Burdened Land or use the Burdened Land to assist with the development and/or subdivision of any land adjacent to the Covenantee's development. However the Covenantee retains the right at all times to further subdivide or approve any other subdivision of any Burdened Land or lot or any future stage. This Clause 6 shall expire and be of no further effect on 31st December 2040.
7. Erect any building other than a dwelling house or ancillary buildings (or any other building which has specific approval from the Covenantee) in accordance with plans (including site plan, landscape plan and external colour scheme) that have been approved by the Covenantee in its sole discretion prior to the commencement of building with such approval following the Design Guide for Your Section guidelines. In considering plans for approval the Covenantee shall take into account the architectural merit, colours, materials and visual appearance. A construction bond of $4,000 is payable to the Covenantee upon settlement. This Clause 7 shall expire and be of no further effect on 31st December 2040.

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 3,000m2 or greater, such requirement shall be limited to the initial 10m 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 6m at the road boundary and should be off-set a minimum of 750mm from the side boundary to allow for landscaping. Such driveway to be completed in accordance with clause 4 above. Where a swale or other feature exists between the road and the Burdened Land, the driveway crossing the swale shall be constructed in the location, manner and form directed by the Covenantee and/or the Selwyn District Council. Where the Covenantee has constructed a sealed driveway to the Burdened Land, this access point must be used by the Covenantor as the primary driveway entry. This entry point may not be removed or relocated without the prior written consent of the Covenantee prior to 31st December 2040.
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 Covenantee'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 Burdened Land any fence or boundary wall:
    a) within 3.0 metres of the road boundary[ii] except on:
        (i) on 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 Covenantee'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 Covenantee. Such fences shall use the design as specified by the Covenantee. Approval of fence design may be declined at the Covenantee'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[iii];

c) on the internal boundaries of a height greater than 2.0m 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 Covenantee;

d) On lots with an area of 3,000m2 or greater any fence other than rural style being post and rail. Where a lot of equal or greater than 3,000m2 shares a boundary with a lot less than 3,000m2, this covenant shall not apply;

However the Covenantee retains the right at all times to erect boundary fencing on any boundary. Such fencing erected by the Covenantee shall not be removed without the prior written consent of the Covenantee. This Clause 11 shall expire and be of no further effect on 31st December 2040.

12. Cause any damage to landscaping, irrigation, berms and kerbs contained within the legal road reserve either in front of or adjacent to the Burdened Land. Should damage occur, the Covenantor shall immediately repair such damage. If such damage is not immediately repaired, the Covenantee shall have the right to rectify such damage with the reasonable costs to be met by the Covenantor, payable on demand.
13. Remove or relocate from the Burdened Land any fence, tree or shrub constructed or installed by the Covenantee that is within 3.0 metres of any boundary without the prior written consent of the Covenantee. This Clause 13 shall expire and be of no further effect on 31st December 2040.
14. Permit any rubbish, including builders waste materials to accumulate or to be placed upon the Burdened Land or any adjoining land or permit grass or weeds to grow to a height exceeding 150mm. The Covenantee shall have the right to remove any building materials from the Burdened Land or any adjoining Burdened Land or to maintain the Burdened Land 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 Covenantor, payable on demand.
15. Permit the erection of any sign on the Burdened Land other than a professionally sign written and installed sign marketing the dwelling or section for sale. The Covenantee will only permit the erection of signage indicating a business if such signage is acceptable in the sole discretion of the Covenantee and prior written consent is obtained. The Covenantee shall have the right to remove any sign, which in their sole discretion is unacceptable without prior warning.
16. Permit the dwelling to be used as a show home without the written consent of the Covenantee. The Covenantee 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 31st December 2040.

General Covenants:

17. In the event that the Covenantor disagrees with an exercise of discretion by the Covenantee under clause 7 above then the matter shall be referred to an architect nominated by the Covenantee. The consent of the Covenantee shall be deemed to be given if such architect certifies that the proposed buildings and improvements on the Burdened Land are appropriate and suitable for a high quality residential subdivision and will not have any adverse effect on the other lots.
18. The Covenantee shall neither be required nor be liable to enforce such above covenants.
19. The Covenantor (including the Covenantor's successors in title and subsequent assignees of the Burdened Land) covenant with the Covenantee (including any subsidiary or associated company of the Covenantee or successor or assigns to the Covenantee 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 Covenantee from progressing and completing the Covenantee'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 Covenantor 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 Covenantee may own or subsequently purchase to progress such development.
20. In this instrument, the following words have the following meaning:

    "*Development*" means the Covenantee's subdivision known as Wilfield.

    "*Covenantee*" means GW Wilfield Limited.

    "*Covenantor*" means and includes all persons executing this instrument as Covenantor, its subsidiaries and associated companies and their executors, administrators, assigns and successors in title.

---

[i] *For the avoidance of doubt, the Covenantee shall be read as the Developer (GW Wilfield Ltd) for the purposes of Plan Approvals.*

[ii] *The Covenantee 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.*

[iii] *The Covenantee 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.*