



## View Instrument Details

Instrument No. 9043300.9  
Status Registered  
Date & Time Lodged 16 May 2012 09:35  
Lodged By Lang, David Millar  
Instrument Type Easement Instrument

Toitu te  
Land whenua  
Information  
New Zealand



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Affected Computer Registers	Land District
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580480	Canterbury
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580512	Canterbury
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580514	Canterbury
580515	Canterbury

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**Annexure Schedule:** Contains 13 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



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**Grantor Certifications**

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 ☒

Encumbrance 8970024.11 is being discharged/extinguished in a prior dealing or in the same dealing ☒

**Signature**

Signed by David Millar Lang as Grantor Representative on 08/05/2012 01:05 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 David Millar Lang as Grantee Representative on 08/05/2012 01:06 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 LIMITED****Grantee****NGAI TAHU PROPERTY LIMITED****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; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		Lots 1-26, 37-40, 51, 52, & 62-65 on DP 453192 CT's 580480-580515 (inclusive)	Lots 1-26, 37-40, 51, 52, & 62-65 on DP 453192 CT's 580480-580515 (inclusive)

**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] [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 \_\_\_\_\_]~~

**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

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*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 1-26, 37-40, 51, 52 and 62-65 (inclusive) on Deposited Plan 453192 (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;
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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*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***A INTERPRETATION**

For the purposes of this Land Covenant, "the Developer" means Ngai Tahu Property Limited whose address for service is

Ngai Tahu Property Limited  
PO Box 130060  
Christchurch  
Attention: Wigram Skies Manager

**B The Grantor and their successors in title SHALL NOT:****1.1 Subdivision**

Further subdivide any of Lots 1-26, 37-40, 51, 52 and 62-65, whether by way of cross-lease, unit title, sub-division into separate lots or in any other way PROVIDED HOWEVER that this restriction will not apply to a subdivision which 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 a Code Compliance Certificate has been issued by the Christchurch City Council unless section 364(2) of the Building Act 2004 applies.

**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.

**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.

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*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***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.

**1.8 Decorative Fences**

In respect of Lots 23-26:

- a) Remove or modify the decorative steel railing fence on the boundary between the Lot and the adjoining Amenity Reserve
- b) Build or permit to be built any building or structure within 1.5 metres of the boundary between the property and the Amenity 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.

**1.9 Dwelling Height**

On any of the lots except lots 18 and 23, erect a dwelling greater in height than a single storey. The Developer may, at the Developer's sole discretion, approve a dwelling with the living areas situated within the roof cavity of a 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 set into the roof.

**1.10 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 Developer's discretion. No pre-lived in or pre-built dwelling shall be transported on to the Lot.

**1.11 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.

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*Continue in additional Annexure Schedule, if required***1.12 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.

**1.13 Building Materials**

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

**1.14 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.

**1.15 Boundary Fencing****a) Interpretation**

For the purposes of clause 1.15, the following words and phrases mean:

**"Double-Frontage Lots"** means Lots 1, 16 and 18

**"Maximum Length"** means 40% of the length of the Road Boundary

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

**"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

**"Transparent"** means able to be seen through either because no solid construction is present or because there are spaces between the elements used in the construction that are at least the same width as the elements themselves.

The diagrams in Schedules A and B are intended to illustrate fences which comply with this clause 1.15, but are not the only complying design.



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*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***b) Road Boundary Fencing**

The Grantor shall not permit any fence or other structure (other than a letterbox or a fence of the type referred to in clause 1.15(c)) 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) Permitted Road Boundary Fences**

For the purposes of clause 1.15(b) the Grantor shall be permitted to erect one fence (or on Double-Frontage Lots, up to two fences) between the dwelling and the Road Boundary provided that the fence or fences are erected at least 1 metre from the Road Boundary and they comply with the following requirements:

- i) The fence or fences are constructed using primarily the same materials as the external walls of the dwelling; and
- ii) The fence or fences are either no higher than 0.8 metres above finished ground level, or if the fence or fences are higher than 0.8 metres then for at least half of the length (or combined length where more than one fence is erected) the fence is Transparent; and
- iii) The Total Length of the fence does not exceed the Maximum Length. By way of illustration, the Developer acknowledges that the following types of fences will comply with this restriction notwithstanding that in overall length they may exceed the Maximum Length:
  - (a) a curved fence. Diagrams of complying curved fences appear as Example 1 and Example 2 on Schedule A; and
  - (b) a fence which is parallel to the boundary but has a return. Diagrams of complying fences with returns appear as Example 3 and Example 4 on Schedule A.

Where two fences are erected on a Lot, their combined measurement shall not exceed the Maximum Length.

- iv) The fence or fences are no higher than 1.2 metres above finished ground level PROVIDED THAT on Double-Frontage Lots the fence or fences may be up to 1.8 metres high for up to half of the Maximum Length. A diagram of a complying fence on a Double-Frontage Lot appears on Schedule B.

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- v) The Developer reserves the right to exempt certain lots (predominantly those with generally north and west facing road boundaries) from the maximum height limit of 1.2 metres referred to in subclause (iv) where the Grantee considers that such a height limit restricts the occupants' ability to preserve reasonable privacy. Where any fence that does not comply with the height limit in subclause (iv) was erected prior to the 31<sup>st</sup> December 2017, it shall be deemed to have been consented to by the Grantee.

**d) Side Boundary Fences**

- (i) Permit any fence to be erected on the common Side Boundaries between any of Lots 1-26, 37-40, 51 52 and 62-65, within 1 metre of the point where the Side Boundary meets the Road Boundary;
- (ii) Permit any fence to be erected on the common Side Boundary between Lot 1 DP 453192 and Lot 164 DP 446871, Lot 22 DP 453192 and Lot 149 DP 446871, Lot 62 DP 453192 and Lot 283 DP 446871, and Lot 65 and Lot 2501 within 1 metre of the point where the Side Boundary meets the Road Boundary; and
- (iii) Permit any fence to be erected on the common Side Boundary between Lot 26 DP 453192 and Lot 27 DP 453216, Lot 37 DP 453192 and Lot 36 DP 453216, Lot 40 DP 453192 and Lot 41 DP 453216, Lot 51 DP 453192 and Lot 50 DP 453216 and Lot 52 DP 453192 and Lot 53 DP 453216, within 1 metre of the point where the Side Boundary meets the Road Boundary.

**1.16 Letterbox**

Erect a dwelling without contemporaneously erecting a new letterbox of a design, colour and cladding consistent with the dwelling, or as approved by the Developer in accordance with clause 1.20.

**1.17 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.

**1.18 Satellite Dishes**

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

- a) have a maximum diameter of one metre; and

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*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required*

- b) are situated at least four metres from the front façade of the dwelling; and
- c) are mounted below the ridgeline of the roof.

**1.19 Garden Ornamentation**

Place or allow to be placed on the land or buildings any brightly painted ornaments which are reasonably visible by any person standing on the footpath of any legal road.

**1.20 Developer to Approve Plans**

Commence any work on the property:

- a) without submitting to the Developer for its approval all building plans, including site plans (showing the position of the vehicle crossing) specifications, fencing, landscaping plans (which shall be prepared by a qualified landscape designer) and builder. Sole discretion lies with the Developer in approving building and site plans, specifications, fencing and landscaping plans, which shall comply with the Design Guidelines provided by the Developer to the Developer's satisfaction.
- b) which does not conform to the plans approved by the Developer. Any variation to or deviation from the approved plans will be a breach of this clause and subject to the provisions of clause 3.

PROVIDED THAT this clause 1.20 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 Developer has no legal responsibility or liability for the enforcement, enforceability or applicability of these covenants, nor does the Developer undertake to enforce or monitor compliance with these covenants on an ongoing basis.

**1.21 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) and must provide only one vehicle access to the lot from the road or right-of-way.

**1.22 Construction Zone Areas**

Commence construction until a vehicle crossing of no more than four metres width has been installed in a position approved by the Developer, the kerb cut down at the crossing and the driveway from the road to the Lot formed and suitably based. 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.

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*Insert instrument type*

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*Continue in additional Annexure Schedule, if required***1.23 Health and Safety Requirements**

Permit any construction unless the building site complies with the requirements of the Health and Safety in Employment Act 1992 at all times.

**1.24 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 Lot.

**1.25 Building Rubbish**

Carry out any construction unless an adequate rubbish skip is present 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.

**1.26 Washing of Vehicles**

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

**1.27 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 for use by the Grantor's construction workers and contractors.

**1.28 Lot 23 Vehicular Access**

Obtain vehicular access to Lot 23 over the area marked "AF" on DP 453192.

**2 Dispute Resolution**

**2.1** 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.

**2.2** 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.

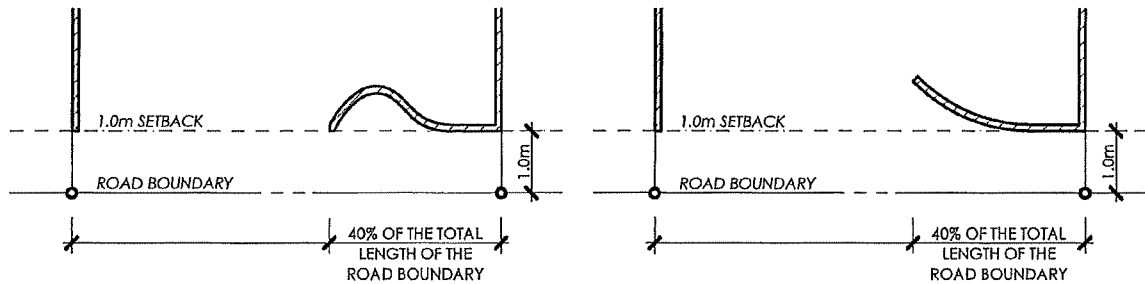
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- 2.3** If an arbitrator cannot be agreed upon within a further ten days, then an independent arbitrator will be appointed by the president for the time being of the Canterbury Branch of the New Zealand Law Society.
- 2.4** Such arbitration will be determined in accordance with the arbitration act 1996 (and its amendments) or any enactment passed in its substitution.
- 3. Default Provisions**
- 3.1** If there should be any breach or non-observance of any of these covenants and without prejudice to any other liability which the Grantor may have to any person having the benefit of this covenant, the Grantor will upon written demand being made by the Grantee or any of the registered proprietors of the lots.
- 3.2** Pay to the person making such demand as liquidated damages the sum of \$100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made.
- 3.3** Remove or cause to be removed from the land any dwelling, garage, building, fence or other structure erected or placed on the land in breach or non-observance of the above covenants.
- 3.4** Replace any building materials used in breach or non-observance of the above covenants.

## SCHEDULE A



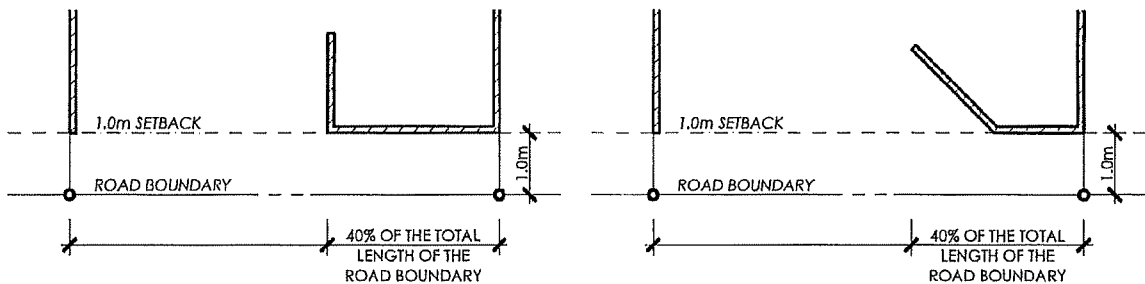
### EXAMPLE 1

**PLANS -**  
**PERMITTED ROAD BOUNDARY FENCE WITH CURVE**  
**REFER FENCING COVENANT CLAUSE: 1.15(c)iii)a)**

SCALE: 1 : 100

### EXAMPLE 2

**NOTE: THE TOTAL LENGTH MEANS THE TOTAL LENGTH OF THE FENCE TAKEN IN A LINE PARALLEL TO THE ROAD BOUNDARY**



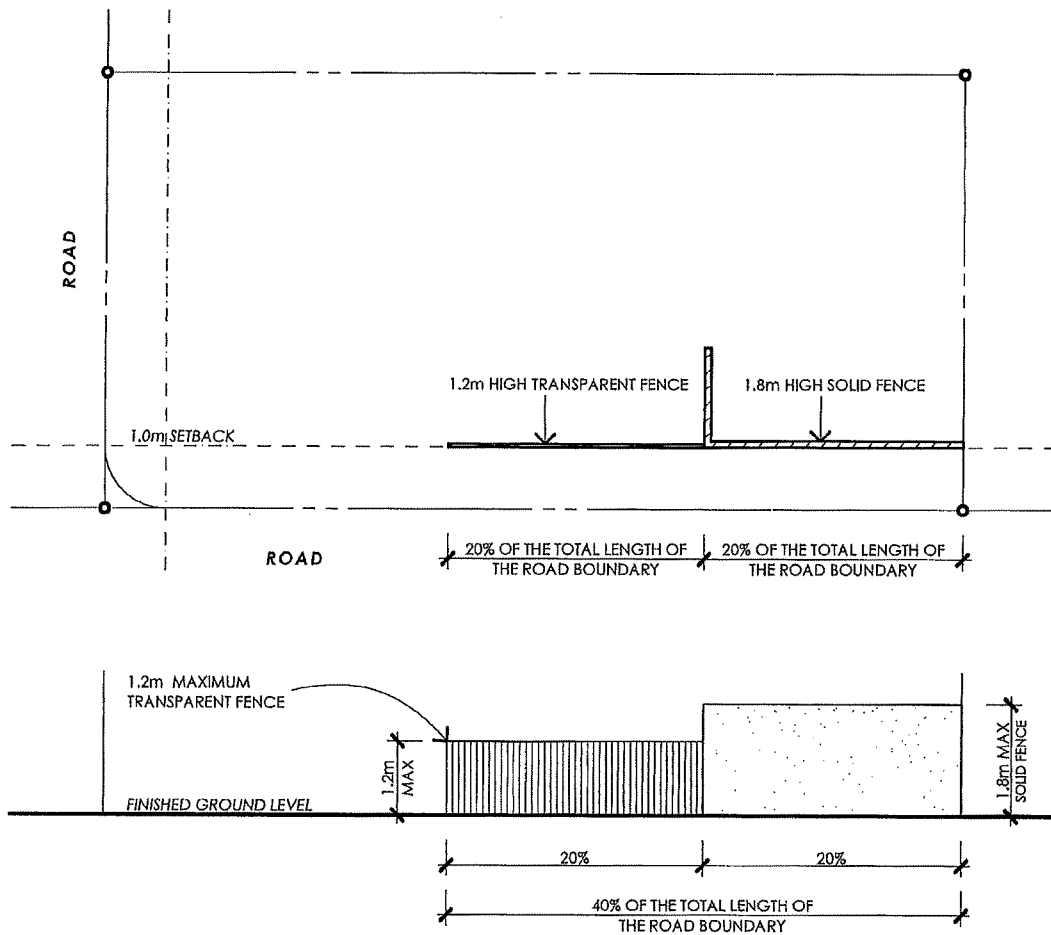
### EXAMPLE 3

**PLANS -**  
**PERMITTED ROAD BOUNDARY FENCE WITH RETURN**  
**REFER FENCING COVENANT CLAUSES: 1.15(c)iii)b)**

SCALE: 1 : 100

### EXAMPLE 4

**NOTE: THE TOTAL LENGTH MEANS THE TOTAL LENGTH OF THE FENCE TAKEN IN A LINE PARALLEL TO THE ROAD BOUNDARY**

**SCHEDULE B**

**PLAN AND ELEVATION -  
PERMITTED ROAD BOUNDARY FENCE FOR DOUBLE FRONTAGE LOTS**

**REFER FENCING COVENANT CLAUSES: 1.15(c)iv)**

SCALE: 1 : 100

NOTE: THE TOTAL LENGTH MEANS THE  
TOTAL LENGTH OF THE FENCE TAKEN IN A  
LINE PARALLEL TO THE ROAD BOUNDARY