

Property Guru document ordering service

Document, Interest, Instrument: 10810238.8

CoreLogic Reference: 2815343/1

Processed: 27 January 2020

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View Instrument Details

Instrument No. 10810238.8
Status Registered
Date & Time Lodged 08 Aug 2017 17:10
Lodged By Davics, James Christopher
Instrument Type Easement Instrument



Affected Computer Registers Land District

770691	Canterbury
770692	Canterbury
770693	Canterbury
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Affected Computer Registers Land District

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770750	Canterbury
770751	Canterbury
770752	Canterbury

Annexure Schedule: Contains 7 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

Signature

Signed by James Christopher Davies as Grantor Representative on 24/08/2017 04:19 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 James Christopher Davies as Grantee Representative on 24/08/2017 04:19 PM

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

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

2015/6246
APPROVED
Registrar-General of Land

Page 1 of 6 pages

Grantor

Westpark Rangiora Limited

Grantee

Westpark Rangiora 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		770691-770713 (inclusive); 770715-770737 (inclusive); 770741; 770742; 770747-770752 (inclusive)	770691-770713 (inclusive); 770715-770737 (inclusive); 770741; 770742; 770747-770752 (inclusive)

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 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]~~

Annexe schedule

Restrictive & Building Covenants for WESTPARK Rangiora**Background**

The purpose of these covenants is to protect the character and appearance of all of the lots at Westpark Rangiora ("Development"). The covenants last until 30th April 2028 at which time they will no longer apply. These covenants will be registered on the title for each lot at Westpark Rangiora.

Operative part

1. **Covenants** – The Registered Proprietor of each lot ("Owner") covenants:
 - 1.1. **One house per lot** -- To erect only one dwelling unit on the lot the minimum size of which must be:

Stage 1 Residential R2 Lots 5-8, 19-35	
Lot Size	Minimum Dwelling Floor Area
Between 600m ² and 649m ²	175m ²
Between 650m ² and 699m ²	190m ²
Between 700m ² and 749m ²	205m ²
750m ² and greater	220m ²

Stages 2&3 Residential R2 Lots 47-50, 52-56, 59-73, 77-85	
Lot Size	Minimum Dwelling Floor Area
Between 600m ² and 649m ²	190m ²
Between 650m ² and 699m ²	200m ²
Between 700m ² and 749m ²	210m ²
Between 750m ² and 799m ²	220m ²
800m ² and greater	230m ²

The calculation of the floor area may include garaging under the same roof line but for the purposes of calculating the floor areas under this clause, the maximum garaging area to be used in the floor area calculation shall be 40m².

Westpark Rangiora Limited ("Westpark") may in its sole, absolute and unfettered discretion approve any plans outside of these conditions – any approval does not create a precedent for any other lot.

- 1.2. **No subdivision** -- Not to subdivide any lot provided that Westpark or its nominee shall in its sole and absolute discretion, retain the right at all times to further subdivide or approve any other subdivision of any lot in the Development.
- 1.3. **Adhere to design guidelines** -- To fully adhere to the New Building Design Guidelines produced from time to time by Westpark in respect of the Development ("Design Guidelines").
- 1.4. **Approval of building plans** –
 - (a) Prior to:
 - (i) Applying for a building consent from the relevant statutory authority;
 - (ii) Undertaking any work to the lot; or
 - (iii) Erecting any improvements on the lot

page 4 of 6

the Owner must submit to Westpark for approval in writing:

- (iv) The proposed floor plan, siting, schedule of external finishes, colours, materials of any building (as that term is defined in the Building Act 2004) proposed to be erected on the lot
 - (v) The landscaping plan for the lot including any fences, walls, wind breaks, washing lines, satellite dishes, letterbox, street or house numbering, driveway or paths;
 - (vi) The design of any gates or fences proposed to be installed; and
 - (vii) The proposed access from the public roadway and proposed off street car parking.
- (b) In considering such approval, Westpark or its nominee may take into account the following matters relating to the dwelling house and any other accessory buildings as it, in its sole discretion considers appropriate:
- (i) Height.
 - (ii) Siting on the lot.
 - (iii) External design (including roofs, fences, screens).
 - (iv) The effect of the proposed dwelling on the natural light, views and privacy of any adjacent or other affected lot.
 - (v) Architectural design.
 - (vi) External cladding materials.
 - (vii) Colours and colour schemes.
- (c) Any decision on whether or not to approve any design, specification or feature shall be made at the sole and absolute discretion of Westpark or its nominee.

1.5 Building work -- During the construction of the approved building plans:

- (a) To follow strictly the plans approved by Westpark and seek Westpark's consent to any variation to such plans;
- (b) To ensure the dwelling is built on site;
- (c) Not to allow re-locatable, kitset homes or second-hand building materials without specific written approval from Westpark;
- (d) To complete the building work within 12 months of the date of start of construction;
- (e) To complete all visible (from the road frontage) landscaping, driveways & pathways which are to be sealed or concreted within 12 months of the date of start of construction;
- (f) Not to permit any construction works or contractors to use any of the lot or any other lot in the Development for toileting purposes. Prior to commencing building work the owner or builder will provide a suitable portable toilet facility;
- (g) Not to permit any building materials to be placed outside the lot,;
- (h) Not to permit the lot to be occupied or used as a residence prior to:
 - (i) The dwelling being completed (including driveways, pathways, landscaping that is visible from the road frontage); and
 - (ii) A Code of Compliance in respect of the dwelling being issued by the relevant Territorial Authority

- (i) Prior to building work commencing, the Owner will erect any boundary fences required (excluding road frontage). Such fences are to be constructed to the design and materials as specified and detailed in the Design Guidelines. Side and Road frontage fencing must be set back 1 metre from the roadside boundary-line with the exception of corner Lots. Fencing of any other material or design must be approved in writing by Westpark; and

The Owner agrees to partially construct the berm and kerb crossing, including road metalling prior to building construction commencing.

1.6 General provisions -- At all times:

- (a) **No temporary accommodation** -- Not to permit any caravans, RV vehicle, huts, garages, sheds or any other thing to be used on the lot for human habitation without first obtaining the consent of Westpark;
- (b) **No commercial or other activity** -- Not to use any of the lot, without first obtaining the consent of Westpark:
 - (i) For any commercial activities;
 - (ii) For the storage or use of commercial vehicles, plant or machinery, storage containers other than of a domestic nature;
 - (iii) For lease or licence to any other party;
 - (iv) For any signage or advertising hoardings or other signs;
- (c) **Survey pegs or markers on the lot** -- Not to interfere with, remove or damage any survey pegs or markers on the lot or Development and if such pegs are interfered with, removed or damaged then the Owner will reimburse Westpark for all costs and expenses in having such pegs or markers replaced by a registered surveyor.
- (d) **No noxious or dangerous activity** -- Not to permit any of the lot to be used for:
 - (i) Any noxious or dangerous activities;
 - (ii) Any activity that is not permitted by the District or Regional Councils; or
 - (iii) The storage of rubbish (including abandoned or unsightly vehicles) or any noxious or dangerous things;
- (e) **Maintenance** -- To:
 - (i) Maintain the improvements made to the lot to a standard in keeping with the development as a premium residential subdivision;
 - (ii) Keep the vacant lot tidy, rubbish free and grass mown to under 100mm in height;
 - (iii) Remove all weeds and rubbish promptly and maintain all plants in accordance with good horticulture practices; and
 - (iv) Maintain all trees in accordance with good arboriculture practices;
- (f) **Animals** - Not to
 - (i) Keep pigs, chickens or noisy or smelly animals of an odorous nature on the lot, nor operate any commercial activity by the keeping of such animals. The keeping of pigeons is expressly prohibited; or
 - (ii) Keep any dog or other pet on the lot which is likely to cause nuisance or annoyance to other neighbouring occupiers, or detract from the Development and, in particular, the Owner shall not keep on the property any dog which in whole or part appears to be a Pit-Bull, Rottweiler or Doberman Pinscher or any vicious or dangerous dog; and.

(g) **Interests on the certificate of title for the section** -- To adhere strictly with the requirements in any consent notice, encumbrance, order or other interest registered on the Certificate of Title for the lot.

(h) **Boundary fencing** — Where:

(i) The owner of an adjoining lot erects a boundary fence;

(ii) Such fence is approved by Westpark or adheres with the Design Guidelines; and

(iii) The Owner is the owner of the adjoining lot when the fence is erected

then the Owner (but not Westpark where it owns such adjoining lot) must, within 5 working days (as that term is defined in section 29 of the Interpretation Act 1999) ("Working Days") of demand of such adjoining lot owner, pay half the cost of such boundary fence.

The owner who erects the fence is a designated person for the purposes of section 4 of the Contracts (Privity) Act 1982 and the provisions of this clause of this covenant is deemed a contract for the purposes of the Contracts (Privity) Act 1982.

2. Approvals

2.1 All approvals or consents required by these Covenants must be in writing from Westpark and may be given, given subject to such conditions or refused in the sole, absolute and unfettered discretion of Westpark. Any approval given does not create a precedent for any other lot.

2.2 Westpark may appoint any person it considers suitably qualified to carry out any of its functions under this covenant.

2.3 Westpark or its appointee is not responsible or liable to any person for any action it takes or fails to take under this instrument.

3. **Enforcement** -- Where the Owner breaches a covenant or does not comply with any covenant then Westpark may by notice to the Owner require the Owner to remedy such breach or non-compliance. If within 14 Working Days of the Owner's receipt of such notice, the Owner has not remedied the breach or non-compliance then Westpark may engage a suitably qualified person to enter the lot to carry out work necessary to achieve compliance with the covenants and may recover as a debt due from the defaulting Owner all costs incurred by Westpark in remedying the breach or non-compliance.

4. **Dispute resolution** -- If any dispute arises concerning the Covenants in clause 1 or this instrument more generally then the parties shall enter into negotiations in good faith to attempt to resolve the dispute. If the dispute is not resolved within 20 Working Days from the date on which the parties begin their negotiations, then either party may by notice to the other require the dispute to be referred to the arbitration of an independent arbitrator appointed jointly by the parties. If an arbitrator cannot be agreed upon within 10 Working Days of the initiator's notice of arbitration then an independent arbitrator will be appointed by the President for the time being of the New Zealand Law Society. Such arbitration will be determined in accordance with the Arbitration Act 1996 or any enactment passed in its substitution and will be binding on the parties.

5. **Expiry** -- The covenants contained in the clause 1 and this instrument more generally will remain in force until 5:00 pm on 30th April 2028 and thereafter will expire and be of no further force or effect.

6. **Notices** -- Any notice required to be made or served under this covenant is to be in writing signed by the party giving the notice or by any officer or solicitor of that party and served in accordance with the provisions of section 353 of the Property Law Act 2007 or sent by e-mail (in which case it is delivered when a read receipt is received by the sender of the e-mail).

Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)

2015/6250
APPROVED
Registrar-General of Land

Insert type of instrument
"Caveat", "Mortgage" etc

Order for new certificates of title

Page **1** of **1** pages

<p>Consentor Surname must be <u>underlined</u> or in CAPITALS</p> <p>ASAP Finance Limited</p>	<p>Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)</p> <p>Mortgagee under mortgage number 10766783.9</p>
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Consent
Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [] if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to [Section **238(2)**] of the Land Transfer Act 1952]

Pursuant to [~~Section 224(b)(1) of the Resource Management Act 1991~~]

Pursuant to [~~Section _____ of the _____ Act~~]

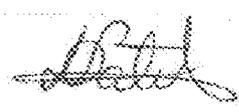
Without prejudice to the rights and powers existing under the interest of the Consentor

The Consentor hereby consents to: / required to deposit title plan LT 506031 including the registration of

1. The registration of all documents various consent notices required by the Waimakariri District Council
2. The issue of identifiers 770691-770713 (inclusive) and 770715-770753 (inclusive)
3. The vesting of lots 300-303 (inclusive), 700, 701, 702 and 707 in the Waimakariri District Council as more particularly detailed on Title Plan LT 506031
4. The registration of various restrictive covenants on *
5. The granting of a right of way, right to drain water and sewage, right to convey water, electricity, telecommunications and computer media and right to convey electricity in gross as more particularly detailed on title plan LT 506031

Dated this **3** day of **July** 2017

Attestation * identifiers 770691-770713 (inclusive); 770715-770737 (inclusive); 770741; 770742; 770747-770752 (inclusive)

<p> D Patel Director</p> <p> A Patel Director</p>	<p>Signed in my presence by the Consentor</p> <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature of Consentor</p>	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

Property Guru document ordering service

Document, Interest, Instrument: 10810238.3

CoreLogic Reference: 2815342/1

Processed: 27 January 2020

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View Instrument Details

Instrument No. 10810238.3
Status Registered
Date & Time Lodged 08 Aug 2017 17:10
Lodged By Davics, James Christopher
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers Land District

770691	Canterbury
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Annexure Schedule: Contains 1 Page.

Signature

Signed by James Christopher Davies as Territorial Authority Representative on 08/08/2017 04:28 PM

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

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of an application by Westpark Rangiora Ltd to subdivide land into residential lots (Stages 1B – 3)

CONSENT NOTICE PURSUANT TO SECTION 221 OF THE RESOURCE MANAGEMENT ACT 1991

TO: The District Land Registrar
Canterbury Land Registry

TAKE NOTICE that the land described in the Schedule below is subject to a condition in relation to a subdivision consent as follows:

1. Any new dwelling located on Lots 5 – 8, 19 – 35, 47 – 50, 52 – 56, 59 – 73, 77 – 85 and 500 – 502 shall have a minimum finished floor level of 350mm above the 0.5% AEP flood event level.

The above condition, as it applies to Lots 5 – 8, 19 – 35, 47 – 50, 52 – 56, 59 – 73, 77 – 85 and 500 – 502, shall be subject to a consent notice pursuant to Section 221 of the Resource Management Act 1991 to be registered on the Certificate of Title to issue for Lots 5 – 8, 19 – 35, 47 – 50, 52 – 56, 59 – 73, 77 – 85 and 500 – 502.

AND YOU are requested to register this Consent Notice as prescribed by Section 221 of the Resource Management Act 1991.

SCHEDULE

Estate in fee simple and being Lots 5 – 8, 19 – 35, 47 – 50, 52 – 56, 59 – 73, 77 – 85 and 500 – 502 Deposit Plan 506031 and being a subdivision of Lot 1000 DP 504565, Certificate of Title 760721.

Dated this 8th day of August 2017

SIGNED for and on behalf of
the WAIMAKARIRI DISTRICT COUNCIL
pursuant to Section 252 of the
Local Government Act 1974



Sally Fear
AUTHORISED OFFICER

Property Guru document ordering service

Document, Interest, Instrument: 10810238.4

CoreLogic Reference: 2815341/1

Processed: 27 January 2020

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Lodged By Davics, James Christopher
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



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Annexure Schedule: Contains 1 Page.

Signature

Signed by James Christopher Davies as Territorial Authority Representative on 08/08/2017 04:32 PM

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

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of an application by Westpark Rangiora Ltd to subdivide land into residential lots (Stages 1B – 3)

CONSENT NOTICE PURSUANT TO SECTION 221 OF THE RESOURCE MANAGEMENT ACT 1991

TO: The District Land Registrar
Canterbury Land Registry

TAKE NOTICE that the land described in the Schedule below is subject to a condition in relation to a subdivision consent as follows:

1. The stormwater runoff from the roofs of structures on Lots 5 – 8, 19 – 35, 47 – 50, 52 – 56, 59 – 73, 77 – 85 and 500 – 502 shall discharge to an individual soak pit on each lot designed and constructed to infiltrate roof water generated by a 10 minute 10% AEP event with a Factor of Safety of 3 applied to the site soils infiltration rate.

The above condition, as it applies to Lots 5 – 8, 19 – 35, 47 – 50, 52 – 56, 59 – 73, 77 – 85 and 500 – 502, shall be subject to a consent notice pursuant to Section 221 of the Resource Management Act 1991 to be registered on the Certificate of Title to issue for Lots 5 – 8, 19 – 35, 47 – 50, 52 – 56, 59 – 73, 77 – 85 and 500 – 502.

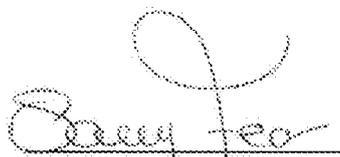
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SCHEDULE

Estate in fee simple and being Lots 5 – 8, 19 – 35, 47 – 50, 52 – 56, 59 – 73, 77 – 85 and 500 – 502 Deposit Plan 506031 and being a subdivision of Lot 1000 DP 504565, Certificate of Title 760721.

Dated this 8th day of August 2017

SIGNED for and on behalf of
the **WAIMAKARIRI DISTRICT COUNCIL**
pursuant to Section 252 of the
Local Government Act 1974


Sally Fear
AUTHORISED OFFICER