



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier 976842
Land Registration District Canterbury
Date Issued 08 July 2021

Prior References

CB654/20

Estate	Fee Simple
Area	1019 square metres more or less
Legal Description	Lot 4 Deposited Plan 557597

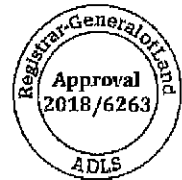
Registered Owners

Sefton Park Limited

Interests

11599969.3 Mortgage to Bank of New Zealand - 14.11.2019 at 3:55 pm
Land Covenant in Covenant Instrument 12179097.5 - 8.7.2021 at 9:01 am
12179097.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 8.7.2021 at 9:01 am
12179097.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 8.7.2021 at 9:01 am

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.

SEFTON PARK LIMITED

Covenantee

Surname(s) must be underlined or in CAPITALS.

SEFTON PARK 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 Covenant	DP 557597	Lots 1 - 12 DP 557597 (RTs 976839 - 976850)	Lots 1 - 12 DP 557597 (RTs 976839 - 976850)

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 _____].

ANNEXURE SCHEDULE 1

The Covenantor covenants with the Covenantee, as set out in **Schedule B** herein and the covenants form part of this Instrument and the Covenantor and the Covenantee hereby request that such covenants be noted against the Certificates of Titles as set in **Schedule A**.

It is the Covenantor's intention to create for the benefit of the registered proprietor of the benefited land in Schedule A the land covenants set out in Schedule B hereof **TO THE INTENT** that the land in Schedule A shall be bound by the stipulations and restrictions set out in Schedule B hereof.

The covenants in Schedule B shall be restrictive covenants running with each of the titles in Schedule A for the benefit of and subject to any provisions of Schedule B.

SCHEDULE B

LAND COVENANTS

1. The Covenantor, their successors and assigns shall be bound by the following land covenants and **SHALL NOT**:
 - 1.1 Erect on the property any dwelling house or other building or undertake any alterations or additions to any dwelling house or other building unless the plans (including site plans) and specifications have first been submitted to and have been approved in writing by **Sefton Park Ltd** or its nominee. Except any dwelling built by Taylor Homes Ltd shall be deemed to have approval pursuant to this clause and written approval shall not be required.
 - 1.1.1. In considering such approval, Sefton Park Ltd or its nominee may, take into account such of the following matters relating to the dwelling house and accessory buildings and other buildings as it, in its sole discretion, considers appropriate;
 - (a) Height;
 - (b) Siting on the property;
 - (c) External design (including roofs, fences and screens);
 - (d) The relevance of the aforementioned height, siting and external design to the natural light, view and privacy for adjacent properties;
 - (e) Architectural design;
 - (f) External cladding materials;
 - (g) Colours and colour scheme.
 - 1.1.2. Any decision on whether or not to approve any terms and specifications shall be made in the sole and absolute discretion of Sefton Park Ltd or its nominee.

- 1.1.3. If there is any difference or dispute as to the matters to be taken into account in approving the plans (including the site plan) and the specifications or as to any decision, then this shall be referred to the arbitration president of the New Zealand Institute of Architects or his nominee in accordance with the Arbitration Act 1996, and all costs in respect of such arbitration (including all the costs of Sefton Park Ltd or its nominee) shall be payable by the registered proprietor of the Property.
- 1.2 Erect or permit to be erected on the covenanting lot any primary dwelling other than a single level residential dwelling house with a minimum floor area of 140 square metres including garaging.
- 1.3 Use or permit or suffer to be used in the construction of the dwelling or garage on the property, any second-hand materials or fibrelite for outer wall facings, nor use or suffer or permit to be used any building material other than brick, stone, concrete block, stucco, cement or plaster finish or similar type of finish, plastered textured finish, timber weatherboards or linear boards which have the appearance of timber weatherboards, board and batten, provided that these are stained and specifically approved by Sefton Park Ltd, zincalume coloursteel or glazing or a combination of these materials, for any outer wall facings without first obtaining the written consent of Sefton Park Ltd or its nominee. Sefton Park Ltd or its nominee shall be entitled to consent to the use of any other or different building materials and finishes in its sole and absolute discretion.
- 1.4 Erect, place or cause to be erected or placed on the property:
- (a) Any caravan, hut, garage or shed for any kind of permanent or temporary residential use provided that this clause shall not affect the right of the registered proprietor to have and keep a caravan on the property. Notwithstanding, Sefton Park Ltd may allow at their sole discretion, the Covenantor to reside on the Property during construction of the dwelling for a maximum period of **12 months**, (*provided that* construction of the dwelling has commenced), from the date of commencement of construction, but not otherwise.
 - (b) Any dwelling house or unit or garage other than a new dwelling house, unit or garage. This will include any garage (including a standalone garage) which may be erected at a later date; or
 - (c) Any storage container, without first obtaining the written consent of Sefton Park Ltd or its nominee.
- 1.5 Use or permit or suffer to be used any roofing materials other than roofing materials that have a tile profile (clay, ceramic, concrete, decramastic, pre-coated pressed steel), shingles (cedar, slate or bitumen), painted long run pressed steel or colourseteel without first obtaining the written consent of Sefton Park Ltd or its nominee. Sefton Park Ltd or its nominee shall be entitled to consent to the use of any other or different materials and finishes in its sole and absolute discretion.

- 1.6 Erect, transport or place upon the Property any kitset home, second hand home or relocatable building (other than builder's sheds which shall only remain upon the covenanting Lot during the period of construction) of any type or description.
- 1.7 Notwithstanding, the terms of these covenants, Sefton Park Ltd may, at their absolute sole discretion approve a quality relocatable homes provided the Covenantor meets all and any criteria as required by Sefton Park Ltd in order to provide its approval.
- 1.8 Interfere with or remove any survey pegs or markers on the property and in the event of the Covenantor or his agent, workmen, contractors, guests or invitees so doing the Covenantor agrees to reimburse Sefton Park Ltd and/or the Covenantee for all costs and expenses in having such pegs or markers replaced by a registered surveyor.
- 1.9 Permit or suffer any rubbish, noxious substances, noxious livestock and/or birds or animals likely to cause nuisance or annoyance to the neighbouring occupiers, to accumulate and/or be placed upon and/or to be on the land or permit grass and/or weeds to grow to such height so as to become unsightly.
- 1.10 Allow empty allotments, being allotments not yet constructed upon, to become unsightly with rubbish, long grass or overgrown vegetation. The Covenantor must keep the grass on the empty allotment mown and tidy.
- 1.11 Keep any dog or other pet on the property which dog or other pet is likely to cause nuisance or annoyance to other neighbouring occupiers, or detract from the subdivision.
- 1.12 Keep pigs, or similar animals of an odorous nature or Roosters on the Property, nor operate any commercial activity by the keeping of such animals. The keeping of pigeons is expressly prohibited.
- 1.13 Further subdivide any Lot PROVIDED THAT Sefton Park Ltd 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 of the Head Title.
- 1.14 Permit the Property to be occupied or used as a residence prior to:
 - (a) the dwelling being completed (including driveways, pathways and landscaping that is visible from the road frontage); and
 - (b) a Code of Compliance being issued by the relevant Territorial Authority.
- 1.15 Allow any damage to occur of the vehicle crossing, berm and kerb, if any, serving the Property or general infrastructure of the subdivision during the course of construction of the dwelling house or other improvements. In the event any damage occurs then the Covenantor shall, at their cost, repair the damage to the satisfaction of Sefton Park Ltd and/or the Covenantee. The Covenantor shall ensure that their agents, workmen, contractors, guests or invitees shall be aware of this provision. For the sake of clarity, any damage caused by the Covenantor, their agents, workmen, contractors, guests or invitees, to another property

owner's dwelling or improvements within the subdivision shall be at the Covenantor's sole cost to remedy.

- 1.16 Allow the completion of the dwelling to exceed **twelve (12) months** from the date of commencement of construction, including visible landscaping, driveways and any pathways which must be sealed or concreted.
- 1.17 Seek contribution and/or compensation from Sefton Park Ltd or their assigns for any boundary fencing. The Covenantor and their assigns shall be bound by section 2 of the Fencing Act 1978. Nor shall the Covenantor seek any contribution and/or compensation from the local Territorial Authority for any boundary fencing adjoining a reserve or proposed reserve.
- 1.18 Sefton Park Ltd shall not be liable for any breaches of the covenants, nor shall they be required or obliged to enforce all or any of the covenants, stipulations and restrictions contained in these covenants nor be liable to the Covenantor for any breach by any of the Registered Proprietors from time to time of the other lots that comprise the subdivision.
- 1.19 **Allotment 10 exclusion:** The Covenantor of each allotment acknowledges that the existing dwelling on allotment 10, shall be expressly excluded from compliance of any covenants relating to construction of a dwelling however, in the event the Covenantor of Allotment 10 constructs any new dwelling or building then, the registered proprietor of Allotment 10 shall be required to obtain approval as provided herein. For the avoidance of doubt, all other covenants herein shall continue to apply for Allotment 10.

2. Enforcement

- 2.1 If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Covenantor may have to any person having the benefit of these covenants the Covenantor will upon written demand being made by Sefton Park Ltd and/or the Covenantant or any or all of the registered proprietors having the benefit of these covenants:
 - 2.1.1. Pay to the person making such demand as liquidated damages the sum of NZ\$100.00 per day for every day that such breach of non-observance continues after the date upon which written demand is made or a sum equal to the cost of rectifying such breach or non-observance whichever is the greater; and
 - 2.1.2. Remove or cause to be removed from the Property any dwelling house, garage, building or other structure erected or placed on or adjacent to the Property in breach or non-observance of the foregoing covenants; and
 - 2.1.3. Replace any building materials used in breach or non-observances of the foregoing covenants; and
 - 2.1.4. Cause any activity on the Property which contravenes the covenants to immediately cease.

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of an application by Taylor Homes Limited to subdivide land into 12 lots

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:

- The Consent Holder shall install a stormwater detention tank or tanks on each of Lots 1-12 to restrict the stormwater outflow collected from impervious roof areas. The storage shall provide hydraulic neutrality for 10% AEP and 2% AEP storm events up to storm durations of 24 hours. The stormwater detention tanks shall be sized according to the following table based on roof and hard stand and pervious areas:

		Drive Area (sq.m)					
		50	70	90	110	130	150
Roof Area (sq.m)	300	4.3	4.5	4.8	5.0	5.8	6.5
		8.8	9.0	9.3	9.5	9.7	10.0
	275	4.0	4.2	4.5	5.0	5.7	6.4
		8.1	8.3	8.6	8.8	9.1	9.5
	250	3.7	3.9	4.1	4.9	5.6	6.4
		7.4	7.7	7.9	8.1	8.4	9.4
	225	3.4	3.6	4.1	4.8	5.5	6.4
		6.7	7.0	7.2	7.5	8.2	9.4
200	3.0	3.3	4.0	4.7	5.5	6.3	
	6.1	6.3	6.5	7.0	8.1	10.0	
175	2.7	3.2	3.9	4.6	5.9	x	
	5.4	5.6	5.9	6.9	8.6	x	
150	2.4	3.1	3.8	5.0	x	x	
	4.7	4.9	5.7	7.2	x	x	

Cells indicate minimum storage required for 10% AEP storm event.
Cells indicate minimum storage required for 2% AEP storm event.
Cells marked "x" indicate unacceptable roof/driveway areas

Note: the scenarios indicated in the table above are to provide options for detention tank sizing based on various sized lots and potential house/driveway impervious areas. These have been modelled for 10% AEP and 2% AEP storm events (based on NIWA HIRDS3 intensity rates +16% to allow for climate change) to determine run-off flow rates and detention tank sizing to ensure that the existing flow rates off the site are maintained.

2. Prior to the erection of a new dwellinghouse on Lots 1 to 12 each stormwater detention tank shall be fitted with 2 outlets with restricted orifices; one for each of the 10% AEP and 2% AEP storm event flows, and a further unrestricted overflow with the discharges being to the Lot Stormwater Reticulation for Lots 1, 2, and 7-12, and the kerb and channel for Lots 3-6. The restricted orifice sizing shall be determined at building consent stage depending on tank dimensions and in general accordance with the EDC Engineering Design Consultants Report prepared for this development having the reference 46029.SW Rev E. and dated 28 March 2017.
3. Operations and Maintenance Manual shall be provided for each detention tank installed on Lots 1-12. This manual shall include at least those matters as contained in section 5.2.4 (Tank Maintenance) in the EDC Engineering Design Consultants Report prepared for this development having the reference 46029.SW Rev E. and dated 28 March 2017.
4. The Consent Holder shall submit to Council for approval detailed engineering plans and calculations, for any stormwater detention tank to be prepared by a Chartered Professional Engineer prior to any building works commencing on-site.

The above conditions 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/ Computer Freehold Registers for Lots 1-12 ensuring that these conditions are met at the time of establishing any building on the lots.


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 1 - 12 Deposit Plan 657597 and being a subdivision of Parts RS 6675, Records of Title CB654/20 Ltd & CB232/116.

Dated this 26th day of May 2021.

SIGNED for and on behalf of
the WAIMAKARIRI DISTRICT COUNCIL


Sally Fear
AUTHORISED OFFICER

IN THE MATTER of the Resource
Management Act 1991

AND

IN THE MATTER of an application by
Taylor Homes Limited to subdivide
land into 12 lots

**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. For Lots 1 – 5 and Lots 7 – 12, the minimum floor level of any new dwellinghouse erected shall be set no lower than 380mm above the centre line level of the Cross Street/Buller Street intersection, or 225mm above the ground level adjacent to the dwelling. All areas adjoining the dwelling shall drain freely away from the house without any ponding whatsoever.

The above condition, as it relates to Lots 1 – 5 and Lots 7 – 12, shall be subject to a consent notice pursuant to Section 221 of the Resource Management Act 1991 to be registered on the computer freehold registers of Lots 1 – 5 and Lots 7 – 12.

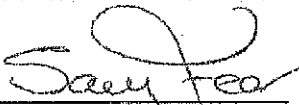
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SCHEDULE

Estate in fee simple and being Lots 1 – 5 and Lots 7 – 12 Deposit Plan 557597 and being a subdivision of Parts RS 6675, Records of Title CB654/20 Ltd & CB232/116.

Dated this 26th day of May 2021.

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